



# **CITY OF SOUTH ST. PAUL MEETING AGENDA**

## **CITY COUNCIL**

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

---

Monday, July 6, 2026  
7:00 PM

---

**1. CALL TO ORDER**

**2. ROLL CALL**

**3. INVOCATION**

**4. PLEDGE OF ALLEGIANCE**

**5. PRESENTATIONS**

A. Kaposia Days

**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 June 15, 2026

B. Accounts Payable

C. Business Licenses

D. Acceptance of Gift Donations

E. Joint Powers Agreement - State of Minnesota - Bureau of Criminal Apprehension and Court Data Services Subscriber Amendment to CJDN Subscriber Agreement.

F. Termination of Preliminary Development Agreement with ZAS, LLC

G. Approve Construction Administration Proposal from SEH for the Fuel System Replacement Project at the South St. Paul Airport

- H. Approve Final Payment for the Concord Exchange Corridor Improvement Project (City Project No. 2024-01)
- I. Authorize Execution of Grant Agreement with the Metropolitan Council for Various Inflow and Infiltration Projects
- J. Accept Bids and Award a Construction Contract – 2026 Miscellaneous Concrete Project (Project No. 2026-02)
- K. Authorizing Condemnation Proceedings in Connection with the Hardman Triangle Public Realm System
- L. Conditional Employment Offer - Police Officer
- M. Approval of Professional Engineering Services Agreement—Doug Woog Ice Arena
- N. Approve Contract with Fahrner Asphalt Sealers, LLC for the 2026 Airfield Pavement Maintenance Project at the South St. Paul Airport
- O. Charitable Gambling Premises Permit - South St. Paul Lions
- P. Approve Proposal from Stantec for Leak Site Investigation Program Support

**9. ITEMS REMOVED FROM CONSENT AGENDA**

**10. PUBLIC HEARINGS**

**11. GENERAL BUSINESS**

- A. Adoption of the 2026 Americans with Disabilities Act Transition Plan
- B. 2nd Reading - Ordinance 1444, Amending Lawful Gambling
- C. Northview Aquatic Center Project - Approval of Construction Documents and Pre-qualified Subcontractor List
- D. Approval of Construction Documents and Authorization to Solicit Competitive Bids - Public Works Central Maintenance Facility Project

**12. MAYOR AND COUNCIL COMMUNICATIONS**

**13. ADJOURNMENT**



## CITY COUNCIL AGENDA REPORT

**DATE:** July 6, 2026  
**DEPARTMENT:** Community Affairs  
**PREPARED BY:** Deb Griffith  
**AGENDA ITEM NUMBER:** 5.A.

---

### MEETING TYPE

Regular Meeting

### AGENDA ITEM

Kaposia Days

### ACTION TO BE CONSIDERED OR DESIRED OUTCOME

No action required

### OVERVIEW

Jeff Bjerke. President of Kaposia Days, will present a wrap up of the 2026 Kaposia Days Community Celebration.

### SOURCE OF FUNDS

N/A

### ATTACHMENTS

None



## CITY COUNCIL AGENDA REPORT

**DATE:** July 6, 2026  
**DEPARTMENT:** City Clerk  
**PREPARED BY:** Deanna Werner  
**AGENDA ITEM NUMBER:** 8.A.

---

### MEETING TYPE

Regular Meeting

### AGENDA ITEM

City Council Meeting Minutes of June 15, 2026

### 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 Monday, June 15th, 2026.

### SOURCE OF FUNDS

N/A

### ATTACHMENTS

1. 06-15-2026 Council Minutes





## **SOUTH ST. PAUL CITY COUNCIL MINUTES OF JUNE 15, 2026**

---

### **1. CALL TO ORDER**

Acting Mayor Tom Seaberg called the regular meeting of the City Council to order at 7:00 PM on Monday, June 15th, 2026

### **2. ROLL CALL**

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

Absent: Jimmy Francis

Staff Present:

Ryan Garcia, City Administrator

Kori Land, City Attorney

Deanna Werner, City Clerk

Brian Wicke, Chief of Police

### **3. INVOCATION**

### **4. PLEDGE OF ALLEGIANCE**

### **5. PRESENTATIONS**

A. Introduction of Chief Mike Nelson - South Metro Fire Department

### **6. CITIZEN'S COMMENTS**

Comments are limited to 3 minutes in length.

### **7. APPROVAL OF AGENDA**

Moved by: Joe Kaliszewski / Matt Thompson

Moved: To Approve the Agenda as presented.

Vote: 6 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. City Council Meeting Minutes of June 1, 2026 and Work Session Minutes of June 8, 2026.

- B. Accounts Payable
- C. Business Licenses
- D. Acceptance of Gift Donations
- E. Accept the 2026 First Quarter Financial Report and approve Resolution 2026-074 authorizing the 2026 First Quarter Budget amendments
- F. Approve Purchase of Outdoor Weather Warning Siren
- G. Accept Bids and Award a Construction Contract — South Street Reconstruction Project (Project No. 2025-07)
- H. Award Recommendation for the Fuel System Project at the South St. Paul Airport
- I. Purchase of a new Zamboni ice resurfacer

Moved by: Joe Kaliszewski / Pam Bakken

Moved: To Approve Consent Agenda as presented.

Vote: 6 ayes / 0 nays, motion Passed

## **9. ITEMS REMOVED FROM CONSENT AGENDA**

## **10. PUBLIC HEARINGS**

## **11. GENERAL BUSINESS**

- A. 1st Reading - Ordinance Amending Lawful Gambling

Council Member Bakken introduced for the first reading of an ordinance Amending Lawful Gambling

## **12. MAYOR AND COUNCIL COMMUNICATIONS**

## **13. ADJOURNMENT**

Moved by: Pam Bakken / Lori Hansen

Moved: To Adjourn

Vote: 6 ayes / 0 nays, motion Passed

The meeting was adjourned at 7:40 PM.



/s/: Deanna Werner  
City Clerk



## CITY COUNCIL AGENDA REPORT

**DATE:** July 6, 2026  
**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 2026-084 approving accounts payable.

### OVERVIEW

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

Detailed check registers are available upon request from the Finance office.

### SOURCE OF FUNDS

N/A

### ATTACHMENTS

1. 07-06-26 Accounts Payable Resolution
2. 07-06-26 Accounts Payable Summary Check Register
3. 07-06-26 Accounts Payable Detail Check Register

City of South St. Paul  
Dakota County, Minnesota

**RESOLUTION NO. 2026-084**

**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:**

|                        |                         |
|------------------------|-------------------------|
| <b>157477-157624</b>   | <b>\$ 1,219,110.23</b>  |
| <b>2026200-2026220</b> | <b>292,446.92</b>       |
| <b>801387-801394</b>   | <b><u>82,956.72</u></b> |

|              |                        |
|--------------|------------------------|
| <b>Total</b> | <b>\$ 1,594,513.87</b> |
|--------------|------------------------|

Adopted this 6th day of July, 2026.

---

Deanna Werner, City Clerk

Note: Payment amount may not reflect the actual amount due to data sequencing and/or data selection.

## Council Check Summary

Page - 1

-

| <u>Company</u>                      | <u>Amount</u> |
|-------------------------------------|---------------|
| 00101 GENERAL FUND                  | 601,023.92    |
| 00211 GRANTS/DONATIONS GEN GVMT     | 526.33        |
| 00212 GRANTS/DONATIONS POLICE       | 3,687.41      |
| 00216 GRANTS/DONATIONS COMM AFFAIRS | 250.00        |
| 00243 DOUG WOOG ARENA               | 28,645.28     |
| 00245 AIRPORT FUND                  | 47,585.20     |
| 00260 HOUSING GENERAL               | 1,302.60      |
| 00280 ECON DEV GENERAL              | 1,542.20      |
| 00284 DEVELOPMENT                   | 756.40        |
| 00402 CAPITAL PROGRAMS FUND         | 23,123.82     |
| 00404 AIRPORT CAPITAL FUND          | 4,995.00      |
| 00407 EQUIPMENT ACQUISITION F       | 9,167.52      |
| 00440 2024 LOCAL IMPROVEMENTS       | 21,614.56     |
| 00441 2025 LOCAL IMPROVEMENTS       | 616.00        |
| 00494 HARDMAN TRIANGLE TIF          | 51,212.50     |
| 00600 UTILITY ADMINISTRATION        | 2,657.00      |
| 00605 WATER UTILITY                 | 274,164.19    |
| 00606 SEWER UTILITY                 | 318,520.87    |
| 00610 STORM WATER UTILITY           | 2,473.75      |
| 00615 STREET LIGHT UTILITY          | 281.74        |
| 00677 NAN MCKAY APT BLDG            | 13,598.11     |
| 00678 JOHN CARROLL APT BLDG         | 11,180.65     |
| 00703 CENTRAL GARAGE FUND           | 172,264.90    |
| 00709 SELF-INSURED DENTAL           | 3,203.53      |
| 00805 EMPLOYEE HEALTH REIMBUR       | 120.39        |
| Report Totals                       | 1,594,513.87  |



## CITY COUNCIL AGENDA REPORT

**DATE:** July 6, 2026  
**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. City Council Report (Licenses)

## City of South St Paul City Council Report

| <u>ID</u> | <u>Company</u>            | <u>License #</u> | <u>License Type</u> | <u>Status</u> | <u>Issued</u> | <u>Expires</u> | <u>Address</u>    | <u>Complex</u>                    | <u>Council</u> |
|-----------|---------------------------|------------------|---------------------|---------------|---------------|----------------|-------------------|-----------------------------------|----------------|
| 15835     | Golden Spa                | 00017343         | Massage Therapy     | A             | 06/15/2026    | 05/31/2027     | 1525 5th Ave S    | Golden Spa                        | 07/06/2026     |
| 15365     | John Edward Starr         | 00016830         | Rental Housing      | A             | 06/23/2026    | 05/31/2027     | 548 8th Ave S     |                                   | 07/06/2026     |
| 15365     | John Edward Starr         | 00016831         | Rental Housing      | A             | 06/23/2026    | 05/31/2027     | 552 8th Ave S     |                                   | 07/06/2026     |
| 15328     | Tatiana Michelle Kilgore  | 00016813         | Rental Housing      | A             | 06/23/2026    | 05/31/2027     | 825 8th Ave S     |                                   | 07/06/2026     |
| 15836     | Jorge Martinez            | 00017344         | Rental Housing      | A             | 06/22/2026    | 05/31/2027     | 118 9th Ave S     | DUPLEX - Owner<br>occupies 1 unit | 07/06/2026     |
| 15839     | Geraldine Margarita Chino | 00017348         | Rental Housing      | A             | 06/24/2026    | 05/31/2027     | 149 Dale St W     |                                   | 07/06/2026     |
| 15587     | William Purdy             | 00016964         | Rental Housing      | A             | 06/29/2026    | 05/31/2027     | 225 Richmond St W |                                   | 07/06/2026     |
| 15834     | Mohamad Atef Maarouf      | 00017341         | Rental Housing      | A             | 06/08/2026    | 05/31/2027     | 1001 Thompson Ave |                                   | 07/06/2026     |



## CITY COUNCIL AGENDA REPORT

**DATE:** July 6, 2026  
**DEPARTMENT:** City Clerk  
**PREPARED BY:** Deanna Werner  
**AGENDA ITEM NUMBER:** 8.D.

---

### MEETING TYPE

Regular Meeting

### AGENDA ITEM

Acceptance of Gift Donations

### ACTION TO BE CONSIDERED OR DESIRED OUTCOME

Approve as presented by consent.

### OVERVIEW

Donations will be approved by Resolution as they are received. The amount of the donation and the donors are listed separately on the Resolution.

### SOURCE OF FUNDS

N/A

### ATTACHMENTS

1. Donation Resolution



City of South St. Paul  
Dakota County, Minnesota

**RESOLUTION NO. 2026-082**

Acceptance of Gift Donations

**WHEREAS,** The City of South St. Paul is generally authorized to accept donations of real and personal property pursuant to Minnesota Statutes Section 465.03 for the benefit of its citizens, in accordance with the terms prescribed by the donor.

**WHEREAS, The City of South St. Paul receives donations** from various sources and businesses within the City of South St. Paul and the surrounding areas.

**WHEREAS,** the City of South St. Paul finds it is appropriate to accept the donation(s) offered with appreciation.

**THEREFORE, BE IT RESOLVED:** by the City Council of the City of South St. Paul, Minnesota, to accept the following donation(s):

| <b><u>Name of Donor</u></b> | <b><u>Donation</u></b> | <b><u>Designation</u></b> |
|-----------------------------|------------------------|---------------------------|
| Mizpah Masonic Lodge        | \$1,561.85             | Fill the Back Pack        |
| Minnesota Masonic Charities | \$1,298.00             | Fill the Back Pack        |
| SSP Baseball Boosters       | \$2,500.00             | McGuire Field Scoreboard  |

The City Clerk is hereby directed to issue receipts to each donor acknowledging the City's receipt of the donor's donation.

Adopted this 6th day of July 2026.

\_\_\_\_\_  
City Clerk



## CITY COUNCIL AGENDA REPORT

**DATE:** July 6, 2026  
**DEPARTMENT:** Police  
**PREPARED BY:** Brian Wicke  
**AGENDA ITEM NUMBER:** 8.E.

---

### MEETING TYPE

Regular Meeting

### AGENDA ITEM

Joint Powers Agreement - State of Minnesota - Bureau of Criminal Apprehension and Court Data Services Subscriber Amendment to CJDN Subscriber Agreement.

### ACTION TO BE CONSIDERED OR DESIRED OUTCOME

Adopt Resolution 2026-079 to approve Master Joint Powers Agreement with the Minnesota Department of Public Safety, Minnesota Bureau of Criminal Apprehension and approve the Court Data Services Subscriber Amendment to CJDN Subscriber Agreement.

### OVERVIEW

Police Department access to the Criminal Justice Data Network (CJDN), and the systems and tools within, is governed by agreement with the State of Minnesota Bureau of Criminal Apprehension. This access is facilitated through direct access, indirect access, computer to computer system interface, and includes access to the Federal Bureau of Investigation (FBI) National Crime Information Center. Through this access, police department staff are able to enter and search databases for missing and wanted persons, stolen property, predatory offenders, and access criminal history records as necessary for criminal justice purposes. In addition, access to and submission of Court Records, which is a required function of our City Attorney for prosecution services, may only be processed if a Court Data Services Subscriber Agreement Amendment is included.

The current master agreement between the City and the Bureau of Criminal Apprehension was adopted in 2021 and is set to expire later this year. The master agreement attached, and Court Data Services Subscriber Amendment reflect a continuation of this agreement for another five years.

### SOURCE OF FUNDS

2026 Police Protection Budget

### ATTACHMENTS

1. 2026 0706 Resolution Approve JPA State of MN and Court Services Subscriber Amendment
2. South St Paul PD Master JPA 2026

3. South St Paul PD Court Amendment 2026

City of South St. Paul  
Dakota County, Minnesota

**RESOLUTION NO. 2026-079**

Resolution Approving State of Minnesota Joint Powers Agreements with the City of  
South St. Paul on behalf of its City Attorney and Police Department

**WHEREAS**, the City of South St. Paul on behalf of its Prosecuting Attorney and Police Department desires to enter into Joint Powers Agreements with the State of Minnesota, Department of Public Safety, Bureau of Criminal Apprehension to use systems and tools available over the State's criminal justice data communications network for which the City is eligible. The Joint Powers Agreements further provide the City with the ability to add, modify and delete connectivity, systems and tools over the five-year life of the agreement and obligates the City to pay the costs for the network connection.

**NOW, THEREFORE, BE IT RESOLVED:** by the City Council of the City of South St. Paul, Minnesota, as follows:

1. That the State of Minnesota Joint Powers Agreements by and between the State of Minnesota acting through its Department of Public Safety, Bureau of Criminal Apprehension and the City of South St. Paul on behalf of its Prosecuting Attorney and Police Department, are hereby approved.
2. That the Chief of Police, Brian Wicke, or his successor, is designated the Authorized Representative for the Police Department. The Authorized Representative is also authorized to sign any subsequent amendment or agreement that may be required by the State of Minnesota to maintain the City's connection to the systems and tools offered by the State.
3. That the Managing Attorney, Henry Schaeffer, or his successor, is designated the Authorized Representative for the Prosecuting Attorney, Campbell Knutson, P.A. The Authorized Representative is also authorized to sign any subsequent amendment or agreement that may be required by the State of Minnesota to maintain the City's connection to the systems and tools offered by the State.
4. That James P. Francis, the Mayor for the City of South St. Paul, and Deanna Werner, the City Clerk, are authorized to sign the State of Minnesota Joint Powers Agreements.

Adopted this 6<sup>th</sup> day of July, 2026.

---

City Clerk



# State of Minnesota Joint Powers Agreement

This Agreement is between the State of Minnesota, acting through its Department of Public Safety on behalf of the Bureau of Criminal Apprehension ("BCA"), and the City of South Saint Paul on behalf of its Police Department ("Governmental Unit"). The BCA and the Governmental Unit may be referred to jointly as "Parties."

## Recitals

Under Minn. Stat. § 471.59, the BCA and the Governmental Unit are empowered to engage in agreements that are necessary to exercise their powers. Under Minn. Stat. § 299C.46, the BCA must provide a criminal justice data communications network to benefit political subdivisions as defined under Minn. Stat. § 299C.46, subd. 2 and subd. 2(a). The Governmental Unit is authorized by law to utilize the criminal justice data communications network pursuant to the terms set out in this Agreement. In addition, BCA either maintains repositories of data or has access to repositories of data that benefit authorized political subdivisions in performing their duties. The Governmental Unit wants to access data in support of its official duties.

The purpose of this Agreement is to create a method by which the Governmental Unit has access to those systems and tools for which it has eligibility, and to memorialize the requirements to obtain access and the limitations on the access.

## Agreement

### 1 Term of Agreement

- 1.1 Effective Date.** This Agreement is effective on the date the BCA obtains all required signatures under Minn. Stat. § 16C.05, subdivision 2.
- 1.2 Expiration Date.** This Agreement expires five years from the date it is effective.

### 2 Agreement Between the Parties

- 2.1 General Access.** BCA agrees to provide Governmental Unit with access to the Minnesota Criminal Justice Data Communications Network (CJDN) and those systems and tools which the Governmental Unit is authorized by law to access via the CJDN for the purposes outlined in Minn. Stat. § 299C.46.

- 2.2 Methods of Access.**

The BCA offers three (3) methods of access to its systems and tools. The methods of access are:

- A. **Direct access** occurs when individual users at the Governmental Unit use the Governmental Unit's equipment to access the BCA's systems and tools. This is generally accomplished by an individual user entering a query into one of BCA's systems or tools.
- B. **Indirect Access** occurs when individual users at the Governmental Unit go to another Governmental Unit to obtain data and information from BCA's systems and tools. This method of access generally results in the Governmental Unit with indirect access obtaining the needed data and information in a physical format like a paper report.
- C. **Computer-to-Computer System Interface** occurs when the Governmental Unit's computer exchanges data and information with BCA's computer systems and tools using an interface. Without limitation, interface types include: state message switch, web services, enterprise service bus and message queuing.

For purposes of this Agreement, Governmental Unit employees or contractors may use any of these methods to use BCA's systems and tools as described in this Agreement. Governmental Unit will select a

method of access and can change the methodology following the process in Clause 2.10.

- 2.3 Federal Systems Access.** In addition, pursuant to 28 CFR §20.30-38 and Minn. Stat. §299C.58, BCA may provide Governmental Unit with access to the Federal Bureau of Investigation (FBI) National Crime Information Center.
- 2.4 Governmental Unit Policies.** Both the BCA and the FBI's Criminal Justice Information Systems (FBI-CJIS) have policies, regulations and laws on access, use, audit, dissemination, hit confirmation, logging, quality assurance, screening (pre-employment), security, timeliness, training, use of the system, and validation. Governmental Unit has created its own policies to ensure that Governmental Unit's employees and contractors comply with all applicable requirements. Governmental Unit ensures this compliance through appropriate enforcement. These BCA and FBI-CJIS policies and regulations, as amended and updated from time to time, are incorporated into this Agreement by reference. The policies are available at <https://bcanextest.x.state.mn.us/launchpad/>.
- 2.5 Governmental Unit Resources.** To assist Governmental Unit in complying with the federal and state requirements on access to and use of the various systems and tools, additional information on appropriate use is found in the Minnesota Bureau of Criminal Apprehension Policy on Appropriate Use of Systems and Data, available on the CJIS Launch Pad using the link above in section 2.4.
- 2.6 Access Granted.**
- A. Governmental Unit is granted permission to use all current and future BCA systems and tools for which Governmental Unit is eligible. Eligibility is dependent on Governmental Unit (i) satisfying all applicable federal or state statutory requirements; (ii) complying with the terms of this Agreement; and (iii) acceptance by BCA of Governmental Unit's written request for use of a specific system or tool.
  - B. To facilitate changes in systems and tools, Governmental Unit grants its Authorized Representative authority to make written requests for those systems and tools provided by BCA that the Governmental Unit needs to meet its criminal justice obligations and for which Governmental Unit is eligible.
- 2.7 Future Access.** On written request from the Governmental Unit, BCA also may provide Governmental Unit with access to those systems or tools which may become available after the signing of this Agreement, to the extent that the access is authorized by applicable state and federal law. Governmental Unit agrees to be bound by the terms and conditions contained in this Agreement that when utilizing new systems or tools provided under this Agreement.
- 2.8 Limitations on Access.** BCA agrees that it will comply with applicable state and federal laws when making information accessible. Governmental Unit agrees that it will comply with applicable state and federal laws when accessing, entering, using, disseminating, and storing data. Each party is responsible for its own compliance with the most current applicable state and federal laws.
- 2.9 Supersedes Prior Agreements.** This Agreement supersedes any and all prior agreements between the BCA and the Governmental Unit regarding access to and use of systems and tools provided by BCA.
- 2.10 Requirement to Update Information.** The parties agree that if there is a change to any of the information whether required by law or this Agreement, the party will send the new information to the other party in writing within 30 days of the change. This clause does not apply to changes in systems or tools provided under this Agreement.

This requirement to give notice additionally applies to changes in the individual or organization serving the Governmental Unit as its prosecutor. Any change in performance of the prosecutorial function must be provided to the BCA in writing by giving notice to the Service Desk, [BCA.ServiceDesk@state.mn.us](mailto:BCA.ServiceDesk@state.mn.us).

- 2.11 Transaction Record.** The BCA creates and maintains a transaction record for each exchange of data utilizing its systems and tools. In order to meet FBI-CJIS requirements and to perform the audits described in Clause 7, there must be a method of identifying which individual users at the Governmental Unit conducted a particular transaction.

If Governmental Unit uses either direct access as described in Clause 2.2A or indirect access as described in Clause 2.2B, BCA's transaction record meets FBI-CJIS requirements.

When Governmental Unit's method of access is a computer-to-computer interface as described in Clause 2.2C, the Governmental Unit must keep a transaction record sufficient to satisfy FBI-CJIS requirements and permit the audits described in Clause 7 to occur.

If a Governmental Unit accesses data from the Driver and Vehicle Services Division in the Minnesota Department of Public Safety and keeps a copy of the data, Governmental Unit must have a transaction record of all subsequent access to the data that are kept by the Governmental Unit. The transaction record must include the individual user who requested access, and the date, time and content of the request. The transaction record must also include the date, time and content of the response along with the destination to which the data were sent. The transaction record must be maintained for a minimum of six (6) years from the date the transaction occurred and must be made available to the BCA within one (1) business day of the BCA's request.

- 2.12 Court Information Access.** Certain BCA systems and tools that include access to and/or submission of Court Records may only be utilized by the Governmental Unit if the Governmental Unit completes the Court Data Services Subscriber Amendment, which upon execution will be incorporated into this Agreement by reference. These BCA systems and tools are identified in the written request made by the Governmental Unit under Clause 2.6 above. The Court Data Services Subscriber Amendment provides important additional terms, including but not limited to privacy (see Clause 8.2, below), fees (see Clause 3 below), and transaction records or logs, that govern Governmental Unit's access to and/or submission of the Court Records delivered through the BCA systems and tools.
- 2.13 Vendor Personnel Screening.** The BCA will conduct all vendor personnel screening on behalf of Governmental Unit as is required by the FBI CJIS Security Policy. The BCA will maintain records of the federal, fingerprint-based background check on each vendor employee as well as records of the completion of the security awareness training that may be relied on by the Governmental Unit.

### **3 Payment**

The Governmental Unit currently accesses the criminal justice data communications network described in Minn. Stat. § 299C.46. Under the BCA's CJDN Fee Structure, the BCA will bill the Governmental Unit annually in the amount of Two Thousand Five Hundred Twenty and 00/100 Dollars (\$2,520.00). The annual charge may be modified to reflect the appropriate charges required under the BCA's CJDN Fee Structure, including applicable fees for VPN access.

The Governmental Unit will identify its contact person for billing purposes, and will provide updated information to BCA's Authorized Representative within ten business days when this information changes.

If Governmental Unit chooses to execute the Court Data Services Subscriber Amendment referred to in Clause 2.12 in order to access and/or submit Court Records via BCA's systems, additional fees, if any, are addressed in that amendment.

#### 4 Authorized Representatives

The BCA's Authorized Representative is the person below, or her successor:

Name: Katie Meiers, Deputy Superintendent  
Address: Minnesota Department of Public Safety; Bureau of Criminal Apprehension  
1430 Maryland Ave E St. Paul, MN 55106  
Telephone: 651-793-2425  
Email Address: [Kathryn.Meiers@state.mn.us](mailto:Kathryn.Meiers@state.mn.us)

The Governmental Unit's Authorized Representative is the person below, or his successor:

Name: Brian Wicke, Chief  
Address: 125 3<sup>rd</sup> Ave N South St. Paul, MN 55075  
Telephone: 651-413-8301  
Email Address: [BWicke@southstpaul.org](mailto:BWicke@southstpaul.org)

#### 5 Assignment, Amendments, Waiver, and Agreement Complete

- 5.1 Assignment.** Neither party may assign nor transfer any rights or obligations under this Agreement.
- 5.2 Amendments.** Any amendment to this Agreement, except those described in Clauses 2.6 and 2.7 above must be in writing and will not be effective until it has been signed and approved by the same parties who signed and approved the original agreement, their successors in office, or another individual duly authorized.
- 5.3 Waiver.** If either party fails to enforce any provision of this Agreement, that failure does not waive the provision or the right to enforce it.
- 5.4 Agreement Complete.** This Agreement contains all negotiations and agreements between the BCA and the Governmental Unit. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

#### 6 Liability

Each party will be responsible for its own acts and behavior and the results thereof and shall not be responsible or liable for the other party's actions and consequences of those actions. The Minnesota Torts Claims Act, Minn. Stat. § 3.736 and other applicable laws govern the BCA's liability. The Minnesota Municipal Tort Claims Act, Minn. Stat. Ch. 466 and other applicable laws, governs the Governmental Unit's liability.

#### 7 Audits

- 7.1** Under Minn. Stat. § 16C.05, subd. 5, the Governmental Unit's books, records, documents, internal policies and accounting procedures and practices relevant to this Agreement are subject to examination by the BCA, the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement.

Under Minn. Stat. § 6.551, the State Auditor may examine the books, records, documents, and accounting procedures and practices of BCA. The examination shall be limited to the books, records, documents, and accounting procedures and practices that are relevant to this Agreement.

- 7.2** Under applicable state and federal law, the Governmental Unit's records are subject to examination by the BCA to ensure compliance with laws, regulations and policies about access, use, and dissemination of data.
- 7.3** If the Governmental Unit accesses federal databases, the Governmental Unit's records are subject to examination by the FBI and BCA; the Governmental Unit will cooperate with FBI and BCA auditors and make any requested data available for review and audit.



- 7.4 If the Governmental Unit accesses state databases, the Governmental Unit's records are subject to examination by the BCA: the Governmental Unit will cooperate with the BCA auditors and make any requested data available for review and audit.
- 7.5 To facilitate the audits required by state and federal law, Governmental Unit is required to have an inventory of the equipment used to access the data covered by this Agreement and the physical location of each.

## 8 Government Data Practices

- 8.1 **BCA and Governmental Unit.** The Governmental Unit and BCA must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data accessible under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Governmental Unit under this Agreement. The remedies of Minn. Stat. §§ 13.08 and 13.09 apply to the release of the data referred to in this clause by either the Governmental Unit or the BCA.
- 8.2 **Court Records.** If Governmental Unit chooses to execute the Court Data Services Subscriber Amendment referred to in Clause 2.12 in order to access and/or submit Court Records via BCA's systems, the following provisions regarding data practices also apply. The Court is not subject to Minn. Stat. Ch. 13 but is subject to the *Rules of Public Access to Records of the Judicial Branch* promulgated by the Minnesota Supreme Court. All parties acknowledge and agree that Minn. Stat. § 13.03, subdivision 4(e) requires that the BCA and the Governmental Unit comply with the *Rules of Public Access* for those data received from Court under the Court Data Services Subscriber Amendment. All parties also acknowledge and agree that the use of, access to or submission of Court Records, as that term is defined in the Court Data Services Subscriber Amendment, may be restricted by rules promulgated by the Minnesota Supreme Court, applicable state statute or federal law. All parties acknowledge and agree that these applicable restrictions must be followed in the appropriate circumstances.

## 9 Investigation of Alleged Violations; Sanctions

For purposes of this clause, "Individual User" means an employee or contractor of Governmental Unit.

- 9.1 **Investigation.** The Governmental Unit and BCA agree to cooperate in the investigation and possible prosecution of suspected violations of federal and state law referenced in this Agreement. Governmental Unit and BCA agree to cooperate in the investigation of suspected violations of the policies and procedures referenced in this Agreement. When BCA becomes aware that a violation may have occurred, BCA will inform Governmental Unit of the suspected violation, subject to any restrictions in applicable law. When Governmental Unit becomes aware that a violation has occurred, Governmental Unit will inform BCA subject to any restrictions in applicable law.
- 9.2 **Sanctions Involving Only BCA Systems and Tools.**

The following provisions apply to BCA systems and tools not covered by the Court Data Services Subscriber Amendment. None of these provisions alter the Governmental Unit internal discipline processes, including those governed by a collective bargaining agreement.

  - 9.2.1 For BCA systems and tools that are not covered by the Court Data Services Subscriber Amendment, Governmental Unit must determine if and when an involved Individual User's access to systems or tools is to be temporarily or permanently eliminated. The decision to suspend or terminate access may be made as soon as alleged violation is discovered, after notice of an alleged violation is received, or after an investigation has occurred. Governmental Unit must report the status of the Individual User's access to BCA without delay. BCA reserves the right to make a different determination concerning an Individual User's access to systems or tools than that made by Governmental Unit and BCA's determination controls.
  - 9.2.2 If BCA determines that Governmental Unit has jeopardized the integrity of the systems or tools covered in this Clause 9.2, BCA may temporarily stop providing some or all the systems or tools

under this Agreement until the failure is remedied to the BCA's satisfaction. If Governmental Unit's failure is continuing or repeated, Clause 11.1 does not apply and BCA may terminate this Agreement immediately.

### **9.3 Sanctions Involving Only Court Data Services**

The following provisions apply to those systems and tools covered by the Court Data Services Subscriber Amendment, if it has been signed by Governmental Unit. As part of the agreement between the Court and the BCA for the delivery of the systems and tools that are covered by the Court Data Services Subscriber Amendment, BCA is required to suspend or terminate access to or use of the systems and tools either on its own initiative or when directed by the Court. The decision to suspend or terminate access may be made as soon as an alleged violation is discovered, after notice of an alleged violation is received, or after an investigation has occurred. The decision to suspend or terminate may also be made based on a request from the Authorized Representative of Governmental Unit. The agreement further provides that only the Court has the authority to reinstate access and use.

**9.3.1** Governmental Unit understands that if it has signed the Court Data Services Subscriber Amendment and if Governmental Unit's Individual Users violate the provisions of that Amendment, access and use will be suspended by BCA or Court. Governmental Unit also understands that reinstatement is only at the direction of the Court.

**9.3.2** Governmental Unit further agrees that if Governmental Unit believes that one or more of its Individual Users have violated the terms of the Amendment, it will notify BCA and Court so that an investigation as described in Clause 9.1 may occur.

## **10 Venue**

Venue for all legal proceedings involving this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

## **11 Termination**

**11.1 Termination.** The BCA or the Governmental Unit may terminate this Agreement at any time, with or without cause, upon 30 days' written notice to the other party's Authorized Representative.

**11.2 Termination for Insufficient Funding.** Either party may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written notice to the other party's authorized representative. The Governmental Unit is not obligated to pay for any services that are provided after notice and effective date of termination. However, the BCA will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. Neither party will be assessed any penalty if the agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. Notice of the lack of funding must be provided within a reasonable time of the affected party receiving that notice.

## **12 Continuing Obligations**

The following clauses survive the expiration or cancellation of this Agreement: Liability; Audits; Government Data Practices; 9. Investigation of Alleged Violations; Sanctions; and Venue.

THE BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK

***The Parties indicate their agreement and authority to execute this Agreement by signing below.***

**1. GOVERNMENTAL UNIT**

Name: \_\_\_\_\_  
(PRINTED)

Signed: \_\_\_\_\_

Title: \_\_\_\_\_  
(with delegated authority)

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

Name: \_\_\_\_\_  
(PRINTED)

Signed: \_\_\_\_\_

Title: \_\_\_\_\_  
(with delegated authority)

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

**2. DEPARTMENT OF PUBLIC SAFETY, BUREAU OF CRIMINAL APPREHENSION**

Name: \_\_\_\_\_  
(PRINTED)

Signed: \_\_\_\_\_

Title: \_\_\_\_\_  
(with delegated authority)

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

**3. COMMISSIONER OF ADMINISTRATION**

As delegated to the Office of State Procurement

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

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

ADMIN ID: \_\_\_\_\_

# COURT DATA SERVICES SUBSCRIBER AMENDMENT TO CJDN SUBSCRIBER AGREEMENT

This Court Data Services Subscriber Amendment (“Subscriber Amendment”) is entered into by the State of Minnesota, acting through its Department of Public Safety, Bureau of Criminal Apprehension, (“BCA”) and the City of South St Paul on behalf of its Police Department (“Agency”), and by and for the benefit of the State of Minnesota acting through its State Court Administrator’s Office (“Court”) who shall be entitled to enforce any provisions hereof through any legal action against any party.

## Recitals

This Subscriber Amendment modifies and supplements the Agreement between the BCA and Agency, SWIFT Contract Number 292361, of even or prior date, for Agency use of BCA systems and tools (referred to herein as “the CJDN Subscriber Agreement”). Certain BCA systems and tools that include access to and/or submission of Court Records may only be utilized by the Agency if the Agency completes this Subscriber Amendment. The Agency desires to use one or more BCA systems and tools to access and/or submit Court Records to assist the Agency in the efficient performance of its duties as required or authorized by law or court rule. Court desires to permit such access and/or submission. This Subscriber Amendment is intended to add Court as a party to the CJDN Subscriber Agreement and to create obligations by the Agency to the Court that can be enforced by the Court. It is also understood that, pursuant to the Master Joint Powers Agreement for Delivery of Court Data Services to CJDN Subscribers (“Master Authorization Agreement”) between the Court and the BCA, the BCA is authorized to sign this Subscriber Amendment on behalf of Court. Upon execution the Subscriber Amendment will be incorporated into the CJDN Subscriber Agreement by reference. The BCA, the Agency and the Court desire to amend the CJDN Subscriber Agreement as stated below.

The CJDN Subscriber Agreement is amended by the addition of the following provisions:

1. **TERM; TERMINATION; ONGOING OBLIGATIONS.** This Subscriber Amendment shall be effective on the date finally executed by all parties and shall remain in effect until expiration or termination of the CJDN Subscriber Agreement unless terminated earlier as provided in this Subscriber Amendment. Any party may terminate this Subscriber Amendment with or without cause by giving written notice to all other parties. The effective date of the termination shall be thirty days after the other party's receipt of the notice of termination, unless a later date is specified in the notice. The provisions of sections 5 through 9, 12.b., 12.c., and 15 through 24 shall survive any termination of this Subscriber Amendment as shall any other provisions which by their nature are intended or expected to survive such termination. Upon termination, the Subscriber shall perform the responsibilities set forth in paragraph 7(f) hereof.

2. **Definitions.** Unless otherwise specifically defined, each term used herein shall have the meaning assigned to such term in the CJDN Subscriber Agreement.

a. **“Authorized Court Data Services”** means Court Data Services that have been authorized for delivery to CJDN Subscribers via BCA systems and tools pursuant to an Authorization Amendment to the Joint Powers Agreement for Delivery of Court Data Services to CJDN Subscribers (“Master Authorization Agreement”) between the Court and the BCA.

b. **“Court Data Services”** means one or more of the services set forth on the Justice Agency Resource webpage of the Minnesota Judicial Branch website (for which the current address is [www.courts.state.mn.us](http://www.courts.state.mn.us)) or other location designated by the Court, as the same may be amended from time to time by the Court.

c. **“Court Records”** means all information in any form made available by the Court to Subscriber through the BCA for the purposes of carrying out this Subscriber Amendment, including:

- i. **“Court Case Information”** means any information in the Court Records that conveys information about a particular case or controversy, including without limitation Court Confidential Case Information, as defined herein.
- ii. **“Court Confidential Case Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access and that conveys information about a particular case or controversy.
- iii. **“Court Confidential Security and Activation Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access and that explains how to use or gain access to Court Data Services, including but not limited to login account names, passwords, TCP/IP addresses, Court Data Services user manuals, Court Data Services Programs, Court Data Services Databases, and other technical information.
- iv. **“Court Confidential Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access, including without limitation both i) Court Confidential Case Information; and ii) Court Confidential Security and Activation Information.

d. **“DCA”** shall mean the district courts of the state of Minnesota and their respective staff.

e. **“Policies & Notices”** means the policies and notices published by the Court in connection with each of its Court Data Services, on a website or other location designated by the Court, as the same may be amended from time to time by the Court. Policies & Notices for each Authorized Court Data Service identified in an approved request form under section 3, below, are hereby made part of this Subscriber Amendment by this reference and provide additional terms and conditions that govern Subscriber’s use of Court Records accessed through such services, including but not limited to provisions on access and use limitations.

f. **“Rules of Public Access”** means the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court, as the same may be amended from time to time, including without limitation lists or tables published from time to time by the Court entitled *Limits on Public Access to Case Records or Limits on Public Access to Administrative Records*, all of which by this reference are made a part of this Subscriber Amendment. It is the obligation of Subscriber to check from time to time for updated rules, lists, and tables and be familiar with the contents thereof. It is contemplated that such rules, lists, and tables will be posted on the Minnesota Judicial Branch website, for which the current address is [www.courts.state.mn.us](http://www.courts.state.mn.us).

g. **“Court”** shall mean the State of Minnesota, State Court Administrator's Office.

h. **“Subscriber”** shall mean the Agency.

i. **“Subscriber Records”** means any information in any form made available by the Subscriber to the Court for the purposes of carrying out this Subscriber Amendment.

**3. REQUESTS FOR AUTHORIZED COURT DATA SERVICES.** Following execution of this Subscriber Amendment by all parties, Subscriber may submit to the BCA one or more separate requests for Authorized Court Data Services. The BCA is authorized in the Master Authorization Agreement to process, credential and approve such requests on behalf of Court and all such requests approved by the BCA are adopted and incorporated herein by this reference the same as if set forth verbatim herein.

a. **Activation.** Activation of the requested Authorized Court Data Service(s) shall occur promptly following approval.

b. **Rejection.** Requests may be rejected for any reason, at the discretion of the BCA and/or the Court.

c. **Requests for Termination of One or More Authorized Court Data Services.** The Subscriber may request the termination of an Authorized Court Data Services previously requested by submitting a notice to Court with a copy to the BCA. Promptly upon receipt of a request for termination of an Authorized Court Data Service, the BCA will deactivate the service requested. The termination of one or more Authorized Court Data Services does not terminate this Subscriber Amendment. Provisions for termination of this Subscriber Amendment are set forth in section 1. Upon termination of Authorized Court Data Services, the Subscriber shall perform the responsibilities set forth in paragraph 7(f) hereof.

**4. SCOPE OF ACCESS TO COURT RECORDS LIMITED.** Subscriber's access to and/or submission of the Court Records shall be limited to Authorized Court Data Services identified in an approved request form under section 3, above, and other Court Records necessary for Subscriber to use Authorized Court Data Services. Authorized Court Data Services shall only be used according to the instructions provided in corresponding Policies & Notices or other materials and only as necessary to assist Subscriber in the efficient performance of Subscriber's duties

required or authorized by law or court rule in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State, or local court or agency or before any self-regulatory body. Subscriber's access to the Court Records for personal or non-official use is prohibited. Subscriber will not use or attempt to use Authorized Court Data Services in any manner not set forth in this Subscriber Amendment, Policies & Notices, or other Authorized Court Data Services documentation, and upon any such unauthorized use or attempted use the Court may immediately terminate this Subscriber Amendment without prior notice to Subscriber.

**5. GUARANTEES OF CONFIDENTIALITY.** Subscriber agrees:

a. To not disclose Court Confidential Information to any third party except where necessary to carry out the Subscriber's duties as required or authorized by law or court rule in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State, or local court or agency or before any self-regulatory body.

b. To take all appropriate action, whether by instruction, agreement, or otherwise, to insure the protection, confidentiality and security of Court Confidential Information and to satisfy Subscriber's obligations under this Subscriber Amendment.

c. To limit the use of and access to Court Confidential Information to Subscriber's bona fide personnel whose use or access is necessary to effect the purposes of this Subscriber Amendment, and to advise each individual who is permitted use of and/or access to any Court Confidential Information of the restrictions upon disclosure and use contained in this Subscriber Amendment, requiring each individual who is permitted use of and/or access to Court Confidential Information to acknowledge in writing that the individual has read and understands such restrictions. Subscriber shall keep such acknowledgements on file for one year following termination of the Subscriber Amendment and/or CJDN Subscriber Agreement, whichever is longer, and shall provide the Court with access to, and copies of, such acknowledgements upon request. For purposes of this Subscriber Amendment, Subscriber's bona fide personnel shall mean individuals who are employees of Subscriber or provide services to Subscriber either on a voluntary basis or as independent contractors with Subscriber.

d. That, without limiting section 1 of this Subscriber Amendment, the obligations of Subscriber and its bona fide personnel with respect to the confidentiality and security of Court Confidential Information shall survive the termination of this Subscriber Amendment and the CJDN Subscriber Agreement and the termination of their relationship with Subscriber.

e. That, notwithstanding any federal or state law applicable to the nondisclosure obligations of Subscriber and Subscriber's bona fide personnel under this Subscriber Amendment, such obligations of Subscriber and Subscriber's bona fide personnel are founded independently on the provisions of this Subscriber Amendment.

**6. APPLICABILITY TO PREVIOUSLY DISCLOSED COURT RECORDS.** Subscriber acknowledges and agrees that all Authorized Court Data Services and related Court Records disclosed to Subscriber prior to the effective date of this Subscriber Amendment shall be subject to the provisions of this Subscriber Amendment.

**7. LICENSE AND PROTECTION OF PROPRIETARY RIGHTS.** During the term of this Subscriber Amendment, subject to the terms and conditions hereof, the Court hereby grants to Subscriber a nonexclusive, nontransferable, limited license to use Court Data Services Programs and Court Data Services Databases to access or receive the Authorized Court Data Services identified in an approved request form under section 3, above, and related Court Records. Court reserves the right to make modifications to the Authorized Court Data Services, Court Data Services Programs, and Court Data Services Databases, and related materials without notice to Subscriber. These modifications shall be treated in all respects as their previous counterparts.

**a. Court Data Services Programs.** Court is the copyright owner and licensor of the Court Data Services Programs. The combination of ideas, procedures, processes, systems, logic, coherence and methods of operation embodied within the Court Data Services Programs, and all information contained in documentation pertaining to the Court Data Services Programs, including but not limited to manuals, user documentation, and passwords, are trade secret information of Court and its licensors.

**b. Court Data Services Databases.** Court is the copyright owner and licensor of the Court Data Services Databases and of all copyrightable aspects and components thereof. All specifications and information pertaining to the Court Data Services Databases and their structure, sequence and organization, including without limitation data schemas such as the Court XML Schema, are trade secret information of Court and its licensors.

**c. Marks.** Subscriber shall neither have nor claim any right, title, or interest in or use of any trademark used in connection with Authorized Court Data Services, including but not limited to the marks "MNCIS" and "Odyssey."

**d. Restrictions on Duplication, Disclosure, and Use.** Trade secret information of Court and its licensors will be treated by Subscriber in the same manner as Court Confidential Information. In addition, Subscriber will not copy any part of the Court Data Services Programs or Court Data Services Databases, or reverse engineer or otherwise attempt to discern the source code of the Court Data Services Programs or Court Data Services Databases, or use any trademark of Court or its licensors, in any way or for any purpose not specifically and expressly authorized by this Subscriber Amendment. As used herein, "trade secret information of Court and its licensors" means any information possessed by Court which derives independent economic value from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use. "Trade secret information of Court and its licensors" does not, however, include information which was known to Subscriber prior to Subscriber's receipt thereof, either directly or indirectly, from Court or its licensors, information which is independently developed by Subscriber without reference to or use of information received from Court or its licensors, or information which would not qualify as a trade secret under Minnesota law. It will not be a violation of this section 7, sub-section d, for Subscriber to make up to one copy of training materials and configuration documentation, if any, for each individual authorized to access, use, or configure Authorized Court Data Services, solely for its own use in connection with this Subscriber Amendment. Subscriber will take all steps reasonably necessary to protect the copyright, trade secret, and trademark rights of Court and its licensors and Subscriber will advise its bona fide personnel who are permitted access to any of the Court Data Services Programs and Court Data Services Databases, and trade secret information of Court and its licensors, of the restrictions upon duplication, disclosure and use contained in this Subscriber Amendment.



**e. Proprietary Notices.** Subscriber will not remove any copyright or proprietary notices included in and/or on the Court Data Services Programs or Court Data Services Databases, related documentation, or trade secret information of Court and its licensors, or any part thereof, made available by Court directly or through the BCA, if any, and Subscriber will include in and/or on any copy of the Court Data Services Programs or Court Data Services Databases, or trade secret information of Court and its licensors and any documents pertaining thereto, the same copyright and other proprietary notices as appear on the copies made available to Subscriber by Court directly or through the BCA, except that copyright notices shall be updated and other proprietary notices added as may be appropriate.

**f. Title; Return.** The Court Data Services Programs and Court Data Services Databases, and related documentation, including but not limited to training and configuration material, if any, and logon account information and passwords, if any, made available by the Court to Subscriber directly or through the BCA and all copies, including partial copies, thereof are and remain the property of the respective licensor. Except as expressly provided in section 12.b., within ten days of the effective date of termination of this Subscriber Amendment or the CJDN Subscriber Agreement or within ten days of a request for termination of Authorized Court Data Service as described in section 4, Subscriber shall either: (i) uninstall and return any and all copies of the applicable Court Data Services Programs and Court Data Services Databases, and related documentation, including but not limited to training and configuration materials, if any, and logon account information, if any; or (2) destroy the same and certify in writing to the Court that the same have been destroyed.

**8. INJUNCTIVE RELIEF.** Subscriber acknowledges that the Court, Court's licensors, and DCA will be irreparably harmed if Subscriber's obligations under this Subscriber Amendment are not specifically enforced and that the Court, Court's licensors, and DCA would not have an adequate remedy at law in the event of an actual or threatened violation by Subscriber of its obligations. Therefore, Subscriber agrees that the Court, Court's licensors, and DCA shall be entitled to an injunction or any appropriate decree of specific performance for any actual or threatened violations or breaches by Subscriber or its bona fide personnel without the necessity of the Court, Court's licensors, or DCA showing actual damages or that monetary damages would not afford an adequate remedy. Unless Subscriber is an office, officer, agency, department, division, or bureau of the state of Minnesota, Subscriber shall be liable to the Court, Court's licensors, and DCA for reasonable attorneys fees incurred by the Court, Court's licensors, and DCA in obtaining any relief pursuant to this Subscriber Amendment.

**9. LIABILITY.** Subscriber and the Court agree that, except as otherwise expressly provided herein, each party will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of any others and the results thereof. Liability shall be governed by applicable law. Without limiting the foregoing, liability of the Court and any Subscriber that is an office, officer, agency, department, division, or bureau of the state of Minnesota shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes, section 3.376, and other applicable law. Without limiting the foregoing, if Subscriber is a political subdivision of the state of Minnesota, liability of the Subscriber shall be governed by the provisions of Minn. Stat. Ch. 466 (Tort Liability, Political Subdivisions) or other applicable law. Subscriber and Court further acknowledge that the liability, if any, of the BCA is governed by a separate agreement between the Court and the BCA dated December 13, 2010 with DPS-M -0958.

**10. AVAILABILITY.** Specific terms of availability shall be established by the Court and communicated to Subscriber by the Court and/or the BCA. The Court reserves the right to terminate this Subscriber Amendment immediately and/or temporarily suspend Subscriber's Authorized Court Data Services in the event the capacity of any host computer system or legislative appropriation of funds is determined solely by the Court to be insufficient to meet the computer needs of the courts served by the host computer system.

**11.** [reserved]

**12. ADDITIONAL USER OBLIGATIONS.** The obligations of the Subscriber set forth in this section are in addition to the other obligations of the Subscriber set forth elsewhere in this Subscriber Amendment.

**a. Judicial Policy Statement.** Subscriber agrees to comply with all policies identified in Policies & Notices applicable to Court Records accessed by Subscriber using Authorized Court Data Services. Upon failure of the Subscriber to comply with such policies, the Court shall have the option of immediately suspending the Subscriber's Authorized Court Data Services on a temporary basis and/or immediately terminating this Subscriber Amendment.

**b. Access and Use; Log.** Subscriber shall be responsible for all access to and use of Authorized Court Data Services and Court Records by Subscriber's bona fide personnel or by means of Subscriber's equipment or passwords, whether or not Subscriber has knowledge of or authorizes such access and use. Subscriber shall also maintain a log identifying all persons to whom Subscriber has disclosed its Court Confidential Security and Activation Information, such as user ID(s) and password(s), including the date of such disclosure. Subscriber shall maintain such logs for a minimum period of six years from the date of disclosure, and shall provide the Court with access to, and copies of, such logs upon request. The Court may conduct audits of Subscriber's logs and use of Authorized Court Data Services and Court Records from time to time. Upon Subscriber's failure to maintain such logs, to maintain accurate logs, or to promptly provide access by the Court to such logs, the Court may terminate this Subscriber Amendment without prior notice to Subscriber.

**c. Personnel.** Subscriber agrees to investigate, at the request of the Court and/or the BCA, allegations of misconduct pertaining to Subscriber's bona fide personnel having access to or use of Authorized Court Data Services, Court Confidential Information, or trade secret information of the Court and its licensors where such persons are alleged to have violated the provisions of this Subscriber Amendment, Policies & Notices, Judicial Branch policies, or other security requirements or laws regulating access to the Court Records.

**d. Minnesota Data Practices Act Applicability.** If Subscriber is a Minnesota Government entity that is subject to the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, Subscriber acknowledges and agrees that: (1) the Court is not subject to Minn. Stat. Ch. 13 (see section 13.90) but is subject to the Rules of Public Access and other rules promulgated by the Minnesota Supreme Court; (2) Minn. Stat. section 13.03, subdivision 4(e) requires that Subscriber comply with the Rules of Public Access and other rules promulgated by the Minnesota Supreme Court for access to Court Records provided via the

BCA systems and tools under this Subscriber Amendment; (3) the use of and access to Court Records may be restricted by rules promulgated by the Minnesota Supreme Court, applicable state statute or federal law; and (4) these applicable restrictions must be followed in the appropriate circumstances.

**13. FEES; INVOICES.** Unless the Subscriber is an office, officer, department, division, agency, or bureau of the state of Minnesota, Subscriber shall pay the fees, if any, set forth in applicable Policies & Notices, together with applicable sales, use or other taxes. Applicable monthly fees commence ten (10) days after notice of approval of the request pursuant to section 3 of this Subscriber Amendment or upon the initial Subscriber transaction as defined in the Policies & Notices, whichever occurs earlier. When fees apply, the Court shall invoice Subscriber on a monthly basis for charges incurred in the preceding month and applicable taxes, if any, and payment of all amounts shall be due upon receipt of invoice. If all amounts are not paid within 30 days of the date of the invoice, the Court may immediately cancel this Subscriber Amendment without notice to Subscriber and pursue all available legal remedies. Subscriber certifies that funds have been appropriated for the payment of charges under this Subscriber Amendment for the current fiscal year, if applicable.

**14. MODIFICATION OF FEES.** Court may modify the fees by amending the Policies & Notices as provided herein, and the modified fees shall be effective on the date specified in the Policies & Notices, which shall not be less than thirty days from the publication of the Policies & Notices. Subscriber shall have the option of accepting such changes or terminating this Subscriber Amendment as provided in section 1 hereof.

**15. WARRANTY DISCLAIMERS.**

**a. WARRANTY EXCLUSIONS.** EXCEPT AS SPECIFICALLY AND EXPRESSLY PROVIDED HEREIN, COURT, COURT'S LICENSORS, AND DCA MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY, NOR ARE ANY WARRANTIES TO BE IMPLIED, WITH RESPECT TO THE INFORMATION, SERVICES OR COMPUTER PROGRAMS MADE AVAILABLE UNDER THIS AGREEMENT.

**b. ACCURACY AND COMPLETENESS OF INFORMATION.** WITHOUT LIMITING THE GENERALITY OF THE PRECEDING PARAGRAPH, COURT, COURT'S LICENSORS, AND DCA MAKE NO WARRANTIES AS TO THE ACCURACY OR COMPLETENESS OF THE INFORMATION CONTAINED IN THE COURT RECORDS.

**16. RELATIONSHIP OF THE PARTIES.** Subscriber is an independent contractor and shall not be deemed for any purpose to be an employee, partner, agent or franchisee of the Court, Court's licensors, or DCA. Neither Subscriber nor the Court, Court's licensors, or DCA shall have the right nor the authority to assume, create or incur any liability or obligation of any kind, express or implied, against or in the name of or on behalf of the other.

**17. NOTICE.** Except as provided in section 2 regarding notices of or modifications to Authorized Court Data Services and Policies & Notices, any notice to Court or Subscriber

hereunder shall be deemed to have been received when personally delivered in writing or seventy-two (72) hours after it has been deposited in the United States mail, first class, proper postage prepaid, addressed to the party to whom it is intended at the address set forth on page one of this Agreement or at such other address of which notice has been given in accordance herewith.

**18. NON-WAIVER.** The failure by any party at any time to enforce any of the provisions of this Subscriber Amendment or any right or remedy available hereunder or at law or in equity, or to exercise any option herein provided, shall not constitute a waiver of such provision, remedy or option or in any way affect the validity of this Subscriber Amendment. The waiver of any default by either Party shall not be deemed a continuing waiver, but shall apply solely to the instance to which such waiver is directed.

**19. FORCE MAJEURE.** Neither Subscriber nor Court shall be responsible for failure or delay in the performance of their respective obligations hereunder caused by acts beyond their reasonable control.

**20. SEVERABILITY.** Every provision of this Subscriber Amendment shall be construed, to the extent possible, so as to be valid and enforceable. If any provision of this Subscriber Amendment so construed is held by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, such provision shall be deemed severed from this Subscriber Amendment, and all other provisions shall remain in full force and effect.

**21. ASSIGNMENT AND BINDING EFFECT.** Except as otherwise expressly permitted herein, neither Subscriber nor Court may assign, delegate and/or otherwise transfer this Subscriber Amendment or any of its rights or obligations hereunder without the prior written consent of the other. This Subscriber Amendment shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns, including any other legal entity into, by or with which Subscriber may be merged, acquired or consolidated.

**22. GOVERNING LAW.** This Subscriber Amendment shall in all respects be governed by and interpreted, construed and enforced in accordance with the laws of the United States and of the State of Minnesota.

**23. VENUE AND JURISDICTION.** Any action arising out of or relating to this Subscriber Amendment, its performance, enforcement or breach will be venued in a state or federal court situated within the State of Minnesota. Subscriber hereby irrevocably consents and submits itself to the personal jurisdiction of said courts for that purpose.

**24. INTEGRATION.** This Subscriber Amendment contains all negotiations and agreements between the parties. No other understanding regarding this Subscriber Amendment, whether written or oral, may be used to bind either party, provided that all terms and conditions of the CJDN Subscriber Agreement and all previous amendments remain in full force and effect except as supplemented or modified by this Subscriber Amendment.

IN WITNESS WHEREOF, the Parties have, by their duly authorized officers, executed this Subscriber Amendment in duplicate, intending to be bound thereby.

### 1. SUBSCRIBER (AGENCY)

Subscriber must attach written verification of authority to sign on behalf of and bind the entity, such as an opinion of counsel or resolution.

Name: \_\_\_\_\_  
(PRINTED)

Signed: \_\_\_\_\_

Title: \_\_\_\_\_  
(with delegated authority)

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

Name: \_\_\_\_\_  
(PRINTED)

Signed: \_\_\_\_\_

Title: \_\_\_\_\_  
(with delegated authority)

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

### 2. DEPARTMENT OF PUBLIC SAFETY, BUREAU OF CRIMINAL APPREHENSION

Name: \_\_\_\_\_  
(PRINTED)

Signed: \_\_\_\_\_

Title: \_\_\_\_\_  
(with delegated authority)

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

### 3. COMMISSIONER OF ADMINISTRATION delegated to Materials Management Division

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

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

### 4. COURTS

Authority granted to Bureau of Criminal Apprehension

Name: \_\_\_\_\_  
(PRINTED)

Signed: \_\_\_\_\_

Title: \_\_\_\_\_  
(with authorized authority)

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



# CITY COUNCIL AGENDA REPORT

**DATE:** July 6, 2026  
**DEPARTMENT:** Economic Development  
**PREPARED BY:** Ryan Garcia  
**AGENDA ITEM NUMBER:** 8.F.

---

## MEETING TYPE

Regular Meeting

## AGENDA ITEM

Termination of Preliminary Development Agreement with ZAS, LLC

## ACTION TO BE CONSIDERED OR DESIRED OUTCOME

Through consent, motion to terminate a Preliminary Development Agreement by and between the City and ZAS, LLC and retroactively consent to the EDA Executive Director's written notice of termination to ZAS, LLC dated June 25, 2026.

## OVERVIEW

At their [November 4, 2024 meeting](#), the City Council executed a preliminary development agreement (PDA) with ZAS, LLC to establish the basic framework for the redevelopment of approximately 5 acres within the southern portion of the Hardman Triangle. The Agreement was amended four times between November 2024 and March 2026 to allow the developer more time to undertake due diligence and present the EDA with information confirming the feasibility of the project and to allow the EDA more time to assemble the property necessary to accommodate public improvements (roads, utilities, stormwater, parks) within the redevelopment district. Unfortunately, minimal progress towards confirming the feasibility of the development has been made over these 20 months and Staff's conclusion is that the EDA would be best served to terminate the existing PDA and potentially re-engage the developer at a later date, when the development timeline and feasibility can be more well-defined. As such, on June 25 Staff notified the developer in writing of the EDA's intent to exercise the termination clause found in Section 8(a) of the original agreement. If authorized retroactively, the effective date of termination will be July 10, 2026.

## SOURCE OF FUNDS

N/A

## ATTACHMENTS

1. Preliminary Development Agreement
2. Termination Letter

**THE SOUTH ST. PAUL ECONOMIC DEVELOPMENT AUTHORITY,  
THE CITY OF SOUTH ST. PAUL  
AND  
ZAS LLC**

**PRELIMINARY DEVELOPMENT AGREEMENT**

THIS PRELIMINARY DEVELOPMENT AGREEMENT (this “Agreement”), dated the 4<sup>th</sup> day of November, 2024, by and between the City of South St. Paul, a public body corporate and politic under the laws of the State of Minnesota (the “City”), the South St. Paul Economic Development Authority, a public body corporate and politic under the laws of the State of Minnesota (the “EDA”) and ZAS LLC, a South Dakota limited liability company (the “Developer”);

WITNESSETH:

WHEREAS, the EDA owns and desires to promote the development of certain property known as 125, 135, and 139 Grand Avenue East, South St. Paul, Dakota, County, Minnesota, as further described and depicted on Exhibit A attached hereto and incorporated by reference herein (the “Property”); and

WHEREAS, the EDA has determined that it is in the best interests of the EDA that the Developer be designated as the sole developer of the Property during the term of this Agreement; and

WHEREAS, the EDA intends that the site design for the Property be generally consistent with the 2040 Comprehensive Plan, the 2020 Hardman Triangle Redevelopment Plan, and the Concord Gateway Mixed-Use Zoning District and the current site design for the Property includes the following uses on the Property:

1. An approximately 4-story, market-rate residential apartment building with an estimated 145 residential units and not fewer than 140 garage parking stalls and adequate surface parking to, when combined with the garage parking stalls, meets a ratio of one stall per bedroom (the “Market-Rate Building”);

2. A 1- to 2- story, “destination retail” building to include experience-based commercial and/or retail uses, including a 1-story, full-service restaurant located near the northeast corner of Grand Avenue and Concord Street North (the “Commercial Building”);

3. An approximately 5-story, potentially independent senior-focused or workforce-focused apartment building with an estimated 40 to 110 residential units and adequate parking to meet a ratio of one stall per bedroom (the “Senior/Workforce Building”); and

4. A shared surface parking facility with an estimated 75 surface parking spaces serving the improvements described above (the “Parking”); and

WHEREAS, the Developer desires to acquire and develop all or a portion of the Property for purposes of constructing thereon the aforementioned mixed-use development (collectively the "Development"); and

WHEREAS, the EDA and Developer are interested in further planning and negotiation for the Developer's proposal for the Development; and

WHEREAS, Developer has indicated to the EDA that it will seek financial assistance from the City and/or the EDA to make the Development feasible; and

WHEREAS, the City or the EDA will need to determine if various studies, as may be determined to be reasonably necessary, should be conducted, including without limitation an environmental impact or related study, an infrastructure feasibility study, an economic impact study, and any other required analysis of the Development (the "Studies") and will need to determine that the proposed Development of the Property will have a positive impact on the City; and

WHEREAS, the City and the EDA will discuss with the Developer available financial assistance, grants, gifts or loans for the Development; and

WHEREAS, various land use, zoning, and subdivision issues and actions related to the Development and the Property are required to be approved by the City in order to facilitate the Development by the Developer; and

WHEREAS, the City and EDA agree to cooperate with the Developer to review and process various land use, zoning, and subdivision issues and actions related to the Development and the Property in order to facilitate the Development by the Developer; and

WHEREAS, the City, the EDA and the Developer are willing to undertake the Development if (i) a satisfactory agreement can be reached regarding EDA's commitment for public costs necessary for the Development; (ii) satisfactory mortgage and equity financing, or adequate equity resources for the Development can be secured by Developer; (iii) the parties reach a satisfactory resolution of zoning, land use, public infrastructure and site design issues; and (iv) the feasibility and soundness of the Development and other necessary preconditions have been determined to the satisfaction of the parties.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants and obligations set forth herein, the parties agree as follows:

1. Future Negotiations.

The parties agree to continue negotiations in an attempt to formulate a definitive plan for review and approval of all land use, zoning and subdivision approvals and any necessary development agreements or contracts based on the following:

- (a) Developer's current proposal for the Development, which shows the scope of the proposed Development in its latest form as of the date of this Agreement, together



with such changes or modifications to the proposal as agreed to by the Developer, the City and the EDA;

(b) Financial projections for the Development and related financial analysis of necessary public assistance;

(c) Other terms and conditions of this Agreement.

2. Statement of Intent.

Although not conclusive or binding on either party beyond the designation of Developer as the sole developer of the Property as set forth herein, it is the intention of the parties that this Agreement: (a) documents the present understanding and commitments of the parties; (b) will provide the EDA and City with the necessary information to determine the amount of available financial assistance for the Development, following receipt of pertinent financial projections related to the Development and subsequent, independent review by the City's financial consultants; (c) will lead to negotiation and execution of a mutually satisfactory development agreements or contracts prior to the termination date of this Agreement; and (d) will lead to an appropriate land use, zoning, and subdivision application or applications. The development agreements or contracts (together with any other agreements entered into between the parties hereto contemporaneously therewith) when executed and any land use, zoning, and subdivision approvals, will supersede all obligations of the parties hereunder.

3. Term; Duties.

(a) During the term of this Agreement, EDA and City agree to:

(i) Proceed to seek all necessary information with regard to the anticipated public costs, if any, associated with the Development.

(ii) Provide to the Developer copies of all due diligence items in EDA's and City's possession, including without limitation: title, survey, environmental (Environmental Phase I & Phase II reports), soils, and market studies.

(iii) Use good faith efforts to negotiate and enter into one or more development agreements with the Developer for the phased development of the Market Rate Building, the Commercial Building, the Senior/Workforce Building, and the Parking (and, if applicable, any future phases of Development).

(b) During the term of this Agreement, Developer agrees to:

(i) Develop and submit its detailed proposal, including the plans and specifications, for the Development.

(ii) Conduct additional due diligence review of the Property. It is mutually understood and agreed that the EDA has completed, without Developer's assistance or financial contribution, Geotechnical Assessments and Phase I and Phase II

environmental site assessments prior to execution of this Agreement, which assessments have been and / or will be provided to Developer.

(iii) Use good faith efforts to obtain approval by the EDA and the City (including its Engineer, Planning and Inspection Department, and any other necessary governing authority) for approval of the site plan, exterior elevations and finishes, and such other zoning approvals as may be required.

(iv) Use good faith efforts to obtain any other necessary governmental approval from any governing authority.

(v) Use good faith effort to obtain financing on terms acceptable to Developer, in its sole discretion, which may include, but are not limited to public financial assistance (such as pay-as-you-go tax increment financing ("TIF") in a mutually agreeable amount), grants from other governmental entities (as applicable), private loans and equity investment for the Development.

(vi) Use good faith efforts to negotiate and enter into one or more development agreements with the EDA for the phased development of the Market Rate Building, the Commercial Building, the Senior/Workforce Building, and the Parking (and, if applicable, any future phases of Development).

#### 4. Financial Assistance; TIF.

(a) EDA understands that the Developer is seeking financial assistance from the City and/or the EDA. During the term of this Agreement, Developer shall:

(i) Submit to EDA a design proposal to be reviewed by EDA showing the location, size, and nature of the proposed Development, including layouts, renderings, elevations, and other graphic or written explanations of the Development. The design proposal shall be accompanied by a proposed schedule for the starting and completion of the Development.

(ii) Submit an overall cost estimate for the design and construction of the Market-Rate Building, Parking, Commercial Building, and if applicable, a separate overall cost estimate for any subsequent phases.

(iii) Submit an anticipated time schedule for each planned phase of the Development.

(iv) Undertake and obtain such other preliminary economic feasibility studies, income and expense projections, and such other economic information as Developer may desire to further confirm the economic feasibility and soundness of the Development.

(v) Submit to EDA the Developer's financing plan showing that the proposed initial phase of the Development is financially feasible, and if applicable, a separate financial plan for any subsequent phases.

(vi) Furnish information in its possession or provide additional information as reasonably requested by the City or EDA to assist the City and EDA's determination of the appropriate amount of financial assistance needed for the Development, including good faith cooperation with the City or EDA's financial consultants and legal counsel.

(b) Developer understands that the TIF sought for the proposed Development must comply with state statute and the EDA's TIF policy. The EDA agrees in any development agreement or contract entered into as contemplated herein that the EDA will review and consider such financing as allowed by law, but no provision shall be construed as an affirmative approval of such financing until such time that a separate TIF agreement is entered into by both parties.

5. Feasibility.

It is expressly understood that execution and implementation of any development agreement or contract (together with any other agreements entered into between the parties hereto contemporaneously therewith) and any land use, zoning and subdivision approvals shall be subject to:

(a) A determination by the City and the EDA in their sole discretion that the undertakings are feasible based on (i) satisfaction of City Code requirements; (ii) the purposes and objectives of any development plan created or proposed for the Development; (iii) the Studies, if any; and (iv) the best interests of the City and the EDA.

(b) A determination by Developer in its sole discretion that the Development is feasible and in the best interests of Developer.

6. Costs; Exclusive Option and Administrative.

Developer shall be solely responsible for all costs incurred by Developer. Within five business days of full execution of this Agreement, the Developer agrees to submit a non-refundable option payment to the EDA in the amount of \$15,000, with additional payments of \$5,000 each due to the EDA on or before each the following subsequent dates: January 1, 2025, April 1, 2025, and July 1, 2025, as long as this Agreement has not been terminated or replaced with a formal development agreement for the Development prior to any such date. For the purposes of this Agreement, the term "Administrative Costs" means out of pocket costs incurred by the EDA or the City, together with consultants (including engineering, surveys, legal, financial advisor, acquisition specialist, relocation consultant, environmental analysis, environmental advisor, planning advisor, etc.), all attributable to or incurred in connection with the review of the development agreement, Development or other related contracts or agreements (together with any other agreements entered into between the parties hereto contemporaneously therewith), the negotiation and preparation of the definitive development agreement or agreements, and other documents and agreements in connection with the Development. Any application or escrow fees generally collected by the City for planning applications such as the Developer may file in relation to the Development will be collected separately pursuant to the City's applicable ordinances.

7. Effective Date; Expiration.

This Agreement is effective from the date hereof through August 31, 2025. After such date, neither party shall have any obligation hereunder except as expressly set forth to the contrary herein.

8. Termination.

This Agreement may be terminated upon fourteen (14) days written notice by EDA to Developer, or Developer to EDA, if:

(a) An essential precondition to the execution of a contract cannot be met; or

(b) If, in the respective sole discretion of the City, EDA or Developer, an impasse has been reached in the negotiation or implementation of any material term or condition of this Agreement, and the parties have been unable to resolve such impasse through good-faith negotiations within 30 days after the party determining the impasse has notified the other party in writing of such determination.

9. Sole Developer.

Developer is hereby designated by the City and the EDA as the sole developer of the Property during the term of this Agreement and the City and the EDA agree to negotiate solely with Developer with respect to the acquisition or development of the Property. The City and EDA agree not to market the Property or to make, accept, negotiate, or otherwise pursue any other offers for sale, purchase or development of the Property until this Agreement expires or is terminated pursuant to Section 7 or Section 8 herein.

10. Right of Entry.

In connection with this Agreement, EDA hereby grants to the Developer, its agents, employees, officers, and contractors (the "Authorized Parties") a right of entry on the Property for the purpose of performing all due diligence work and inspections deemed necessary by the Developer to fulfill its obligations under this Agreement (the "Permitted Activities"). Developer is responsible for any and all costs related to the Permitted Activities conducted on the Property. Developer agrees to indemnify, save harmless, and defend the Authority and its officers and employees, from and against any and all claims, actions, damages, liability and expense in connection with personal injury and/or damage to the Property arising from or out of any occurrence in, upon or at the Property to the extent caused by the act or omission of the Authorized Parties in conducting the Permitted Activities on the Property, except (a) to the extent caused by the negligence, gross negligence, willful misrepresentation or any willful or wanton misconduct by the City or the EDA, or their officers, employees, agents or contractors; and (b) to the extent caused by a "Pre-Existing Condition" as defined in this paragraph 10. "Pre-Existing Condition" shall mean any geologic or soil condition, any defect in the condition of improvements located on the Property, or any condition caused by the existence of hazardous substances or materials in, on, or under Property, including without limitation hazardous substances released or discharged into the drainage systems, soils, groundwater, waters or atmosphere, which condition existed as of the

date of this Agreement and became known or was otherwise disclosed or discovered by reason of the Authorized Parties' entry onto the Property.

11. Severability.

If any portion of this Agreement is held invalid by a court of competent jurisdiction, such decision shall not affect the validity of any remaining portion of the Agreement.

12. Breach; Waiver.

In the event any covenant contained in this Agreement should be breached by one party and subsequently waived by another party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach.

13. Notice.

Notice or demand or other communication between or among the parties shall be sufficiently given if sent by email (provided such message is not rejected and does not otherwise "bounceback"), by mail, postage prepaid, return receipt requested, by nationally recognized overnight courier or delivered personally to the following address (which may be changed by either party by notice provided in accordance with this section):

- (a) As to EDA/City: South St. Paul Economic Development Authority  
125 3rd Avenue N  
South St. Paul, MN 55075  
Attn: Executive Director  
Email: rgarcia@southstpaul.org
- (b) As to Developer: ZAS LLC  
5605 Tracy Avenue  
Edina, MN 55436  
Attn: Alex Gese  
Email: alex@zavidevelopment.com

14. Assignment.

Developer may assign its rights and obligations under this Agreement to an affiliate or subsidiary of Developer, or to any entity under common control with Developer, without the prior consent of the City or EDA.

15. Counterparts.

This Agreement may be executed simultaneously in any number of counterparts (and counterparts may be exchanged by electronic transmission (including by email)), all of which shall constitute one and the same instrument.

16. Governing Law.

This Agreement shall be governed by and construed in accordance with the laws of the state of Minnesota. Any disputes, controversies, or claims arising out of this Agreement shall be heard in the state or federal courts of Minnesota, and all parties to this Agreement waive any objection to the jurisdiction of these courts, whether based on convenience or otherwise.

17. Incorporation.

The Recitals set forth in the preamble to this Agreement and the Exhibits attached to this Agreement are incorporated into this Agreement as if fully set forth herein.

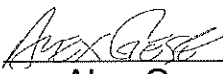
[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, each of the parties hereto have caused this Agreement to be duly executed in its name and behalf as of the day and year first above written.

DEVELOPER:

ZAS LLC.

a South Dakota limited liability company

By:   
Name: Alex Gese  
Its: Owner

CITY:

CITY OF SOUTH ST. PAUL

By: James P. Francis  
James P. Francis  
Its Mayor

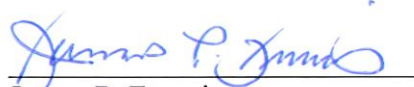
By: Deanna Werner  
Deanna Werner  
Its Clerk



EDA:

SOUTH ST. PAUL ECONOMIC DEVELOPMENT  
AUTHORITY

By:



James P. Francis  
Its President

By:



Ryan Garcia  
Its Executive Director

## EXHIBIT A

### PARCEL ID NUMBERS AND DEPICTION OF PROPERTY

36-03800-00-062

36-03800-00-061

36-03800-00-073

36-03800-00-072

*(Full Legal Description of Development Property to be prepared prior to Development Agreement)*





**DRAFT DEVELOPMENT PROPOSAL (PRELIMINARY DRAFT -  
SUBJECT TO UPDATE AND REVISION)**





ZAS, LLC  
c/o Alex Gese  
5605 Tracy Avenue  
Edina, MN 55436

June 25, 2026

Re: Preliminary Development Agreement by and Between South St. Paul Economic Development Authority and ZAS, LLC

Dear Alex,

I am writing you today to notify you that the South St. Paul Economic Development Authority ("EDA") is exercising its right to terminate the Preliminary Development Agreement with ZAS, LLC in accordance with Section 8 (a) of said Agreement, that was executed on November 4, 2024 and amended through Amendments numbered 1 through 4 to the Preliminary Development Agreement dated August 5, 2025, October 6, 2025, December 1, 2025 and March 16, 2026, respectively (collectively, "Agreement"). Under Section 3(a)(iii) of the Agreement, the EDA is obligated to enter into one or more development agreements for the proposed development during the term of the Agreement, and the EDA resolves that this is impossible to accomplish given current circumstances related to site control and due diligence related to project costs and financing. As such, Section 8 (a) prevails and this letter serves as 14 days notice to you that the Agreement is hereby terminated.

Sincerely,

Ryan Garcia  
Executive Director  
South St. Paul Economic Development Authority



# CITY COUNCIL AGENDA REPORT

**DATE:** July 6, 2026  
**DEPARTMENT:** Airport  
**PREPARED BY:** Andrew Wall  
**AGENDA ITEM NUMBER:** 8.G.

---

## MEETING TYPE

Regular Meeting

## AGENDA ITEM

Approve Construction Administration Proposal from SEH for the Fuel System Replacement Project at the South St. Paul Airport

## ACTION TO BE CONSIDERED OR DESIRED OUTCOME

Approve as presented by consent.

## OVERVIEW

### **Project Scope – 100LL Fuel System Replacement:**

This project involves the design and construction of a new federally eligible 100LL fuel system at the South St. Paul Municipal Airport (SGS). The existing fuel tanks and delivery system—installed in the mid- 1990s—have reached the end of their useful life and no longer meet the operational demands of the airport. The current system includes three underground tanks: JET A (10,000 gallons), UL94 (6,000 gallons), and 100LL (10,000 gallons).

The scope of work under this attachment includes engineering services for construction administration, observation, and closeout for the following items:

- Removal and demolition of the existing 100LL system
- Installation of 15,000-gallon underground, double-wall split tank for 100LL AvGas
- Related site work, including excavation, grading, aggregate base, concrete pavement, electrical, and replacement of the existing equipment building.
- FAA coordination items, including quarterly grant reports, closeout, etc.

This project component has been initially federally eligible following coordination with the FAA, based on justification provided in accordance with provisions included with the FAA's IJJA/AIG program. The airport demonstrated a sustained increase in 100LL fuel demand—highlighted by a 61% growth in peak month sales from 2008 to 2023—and operational constraints due to the existing tank's limited capacity. The FAA has previously concurred that the proposed increase in tank capacity is justified by demand and supports improved operational efficiency and revenue potential.

| Construction<br>Administration | Cost |
|--------------------------------|------|
|--------------------------------|------|

|                                                |                  |
|------------------------------------------------|------------------|
| 100LL System FAA Eligible (FAA Share 95%)      | \$78,755         |
| 100LL System FAA Eligible (MNDOT Share 5%)     | \$4,125          |
| 100LL System FAA Eligible (Local Share 5%)     | \$4,125          |
| <b>Total FAA Eligible</b>                      | <b>\$82,500</b>  |
| Jet A FAA Ineligible (MNDOT Share 60%)         | \$24,840         |
| Jet A FAA Ineligible (Local Share 40%)         | \$16,560         |
| <b>Total FAA Ineligible</b>                    | <b>\$41,400</b>  |
| <b>Total Construction Administration Costs</b> | <b>\$123,900</b> |

## SOURCE OF FUNDS

Airport Capital Fund

## ATTACHMENTS

1. SEH CA Proposal\_SGS Fuel System\_6.8.2026

**Request for Services (RFS)**  
**South St. Paul Airport – Fleming Field**  
**No. 2026-3**  
**Between**

**The City of South St. Paul (Owner) and**  
**Short Elliott Hendrickson Inc. (SEH) (Consultant)**

**Dated: Monday, June 15, 2026**

---

**South St. Paul Airport – Fleming Field**  
**2026 Fuel System Replacement – Construction Administration**

This RFS includes construction administration, observation, and closeout for the replacement of the existing self-service airport fuel system at SGS.

The contract provisions included in the Master Agreement (dated June 20, 2023) between the City of South St. Paul and SEH remain in effect for this work order.

The estimated start date is September 28, 2026; the estimated end date is June 30, 2028.

Compensation by the Owner to the Consultant shall be a lump sum amount of **\$123,900**. This includes **\$82,500** for Attachment B-1 (100LL System, FAA Eligible) and **\$41,400** for Attachment B-2 (Jet-A, FAA Ineligible).

A description of the services to be provided is included in Attachments A-1 & A-2.

A detailed estimate of fees and expenses are included in Attachments B-1 & B-2.

Point of Contact: Kyle Nelson

**APPROVED:**  
**City of South St. Paul**

**Short Elliott Hendrickson Inc.**



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

\_\_\_\_\_  
Title: Regional Practice Center Leader

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

Date: June 8, 2026

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

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



## **ATTACHMENT A-1 (100LL, Federally Eligible)**

### **Proposal For Engineering Services**

#### **2026 Fuel System Replacement Construction Administration, Observation, & Closeout City of South St. Paul South St. Paul, Minnesota**

##### **Project Scope – 100LL Fuel System Replacement:**

This project involves the design and construction of a new federally eligible 100LL fuel system at the South St. Paul Municipal Airport (SGS). The existing fuel tanks and delivery system—installed in the mid-1990s—have reached the end of their useful life and no longer meet the operational demands of the airport. The current system includes three underground tanks: JET A (10,000 gallons), UL94 (6,000 gallons), and 100LL (10,000 gallons).

The scope of work under this attachment includes engineering services for construction administration, observation, and closeout for the following items:

- Removal and demolition of the existing 100LL system
- Installation of 15,000-gallon underground, double-wall split tank for 100LL AvGas
- Related site work, including excavation, grading, aggregate base, concrete pavement, electrical, and replacement of the existing equipment building.
- FAA coordination items, including quarterly grant reports, closeout, etc.

This project component has been initially federally eligible following coordination with the FAA, based on justification provided in accordance with provisions included with the FAA's IIJA/AIG program. The airport demonstrated a sustained increase in 100LL fuel demand—highlighted by a 61% growth in peak month sales from 2008 to 2023—and operational constraints due to the existing tank's limited capacity. The FAA has previously concurred that the proposed increase in tank capacity is justified by demand and supports improved operational efficiency and revenue potential.

*Although the Jet-A fuel system will be replaced concurrently, its project costs are federally ineligible (MnDOT eligible) and are addressed under Attachment A-II.*

##### **Project Deliverables**

The project deliverable of this scope includes the following:

1. Construction Administration Services
2. Construction Observation
3. FAA Reporting & Project Closeout
4. Public Outreach, Project Management, and Agency Coordination

##### **This scope of work includes:**

##### **1. Construction Administration Services**

- 1.1. *Scoping, Review and Project Coordination:* Coordinate with the Client to develop the appropriate scope of work. Work includes task definition and establishment of project goals and objectives. The scope will be updated as needed based on input received.
- 1.2. *Preparation of Project Files & Documentation:* SEH will develop construction contracts, review Contractor bonding information, and ensure that Sponsor insurance requirements have been met. SEH will coordinate the routing and signature of the construction contracts by the City and the Contractor. Plans, contract documents, and technical specifications will be updated to include all addenda items issued during bidding. SEH will ensure that the Contractor is supplied with adequate copies of the construction plans and project manual.
- 1.3. *Preconstruction Activities:* A preconstruction conference will be held prior to beginning construction to outline and discuss project requirements, administration procedures, and other

construction related information. SEH will administer the preconstruction conference, issue notifications, and record meeting minutes. This meeting will be attended in person by the Project Manager, RPR, and Principal.

- 1.4. *Submittal and Shop Drawing Review:* SEH and subconsultants will review product and material data, shop drawings, fuel system components, and all other items required to be submitted by the contractor.
- 1.5. *Progress Meetings:* It is anticipated that onsite progress meetings will occur weekly, during construction. The progress meetings will be attended by SEH, including the RPR, project manager, and/or other staff as needed or required. SEH anticipates five progress meetings of one-hour duration. Staff time includes preparation of the agenda and meeting minutes.
- 1.6. *Review of Contractor Payroll Forms:* SEH will review weekly payroll reporting by the Contractor to ensure that wage rates comply with the requirements of the federal and state wage rates for the work being performed. The RPR will conduct compliance monitoring of the Contractor's Davis Bacon Act obligations, including recording the Contractor/subcontractor employees, type of work being completed, and conducting random interviews.
- 1.7. *Pay Applications:* SEH will prepare partial pay estimates once each month during construction and a final pay estimate upon completion of construction. Actual completed quantities will be tabulated for use in preparing pay estimates. Four pay estimates are anticipated.
- 1.8. *Record Drawings:* SEH will utilize Contractor and engineering drawings during construction to complete record drawings for the project. The record drawings will incorporate any modifications or additions/subtractions that occurred during construction. The final plan set will be plotted and distributed to the South Saint Paul Municipal Airport for records. Electronic copies will be provided to the South Saint Paul Municipal Airport, MnDOT, and the FAA.
- 1.9. *Establish Survey Control:* SEH will establish the necessary horizontal and vertical control for construction staking for the project. The Contractor shall be required to provide construction staking.

## **2. Construction Observation**

- 2.1. *Construction Observation:* SEH will provide construction observation during major/critical work tasks and project phases. A Resident Project Representative (RPR) will be on-site or readily available to assist in ensuring that construction is performed in accordance with contract documents. The RPR will document and record construction progress through a daily journal and weekly progress reports. It is estimated that an RPR will be on site for 21 out of the 45 calendar days (10-hour days). The Project Manager will be onsite for an additional 5 (6-hour) days. The Electrical Engineering staff will be onsite for (2) full days each. ***Two thirds of the above inspection time for the RPR (14, 10-hour days) will be tracked under the 100LL (eligible) Scope of Work. It is estimated that if only the 100LL tank were to be replaced, the total project duration would be reduced by one third to 30 calendar days. Electrical Engineering staff hours are expected to be split evenly between eligible/ineligible portions of work.***
- 2.2. *Final Inspection & Punchlist:* A final in-person inspection will be conducted by SEH after completion of the project. SEH will issue notifications and prepare a punch list of any outstanding items needing correction. The final inspection will include the Project Manager, RPR, Electrical Engineer, Electrical Designer, and Structural Engineer.

## **3. FAA Reporting and Project Closeout**

- 3.1. *FAA Quarterly Reports* – SEH will complete the required FAA quarterly reports starting with grant acceptance through grant closeout.

- 3.2. *FAA Closeout Report* – SEH will complete the required FAA closeout report following completion of the project to reconcile all project related costs and closeout the FAA grant for the work.

#### **4. Stakeholder Outreach & Project Management**

- 4.1. *SGS Stakeholder Outreach Newsletters* – SEH will develop an initial construction notice, and bi-weekly newsletters for the project to update tenants on airfield impacts and project progress. This task includes the formulation of (1) construction notice and (4) newsletter updates.
- 4.2. *Airport Advisory Commission Meetings* – This task includes attendance at (2) Airport Advisory Commission meetings to provide project updates to Commission members. The meetings will be attended by the Project Manager and the Principal.
- 4.3. *Overall Project Management*: Overall administration of the project, including Sponsor and agency communication, internal meetings, progress reports, budget updates, and monthly invoices.
- 4.4. *Subconsultant Coordination*: Scheduling, coordination, project site escorting, review of subconsultant deliverables, including subcontracts, reports, and design data.

#### **Subconsultants performing work under this proposal include the following:**

1. *Endpoint Solutions* – Fuel system components coordination and equipment shop drawing and submittal reviews. On site inspection during major fuel system construction tasks and milestones.
2. *Braun Intertec* – Quality assurance testing for compaction and paving work will be performed by Braun Intertec of St. Cloud, Minnesota.

#### **Projected Submittal Dates:**

The anticipated milestones for this project that are assumed in this proposal are listed below:

|             |                                                                |
|-------------|----------------------------------------------------------------|
| June 2026   | Contract Award Recommendation & FAA IIJA/AIG Grant Application |
| Summer 2027 | Begin Construction (contingent on grant)                       |
| Fall 2027   | Substantial Completion                                         |
| Spring 2028 | Final Inspection & Closeout                                    |

## **ATTACHMENT A-2 (Jet-A, Federally Ineligible, State Eligible)**

### **Proposal For Engineering Services**

#### **2026 Fuel System Replacement Construction Administration, Observation, & Closeout City of South St. Paul South St. Paul, Minnesota**

##### **Project Scope – Jet-A Fuel System Replacement:**

This component of the project involves the replacement of the existing Jet-A fuel system at the South St. Paul Municipal Airport (SGS). The existing Jet-A tank (10,000 gallons) was installed in the mid-1990s and has reached the end of its useful life and requires replacement.

The scope of work under this attachment includes engineering services for construction administration, observation, and closeout for the following items:

- Removal and demolition of the existing UL-94 & Jet-A tanks and fuel system
- Installation of a new 10,000-gallon, underground, double wall tank for Jet-A
- Related site work, including excavation, grading, aggregate base, concrete pavement, electrical

This work will be constructed concurrently with the federally funded 100LL fuel system replacement (Attachment A-1) and will be tracked as a separate bid schedule within the same construction package. It is anticipated that the Jet-A scope of work will be funded, in part, by MnDOT Aeronautics.

*See Attachment A-1 for concurrent 100LL Fuel System Final Design work items.*

##### **Project Deliverables**

The project deliverable of this scope includes the following:

1. Construction Administration Services
2. Construction Observation
3. FAA Reporting & Project Closeout
4. Public Outreach, Project Management, and Agency Coordination

##### **This scope of work includes:**

###### **1. Construction Administration Services**

- 1.1. *Scoping, Review and Project Coordination:* Coordinate with the Client to develop the appropriate scope of work. Work includes task definition and establishment of project goals and objectives. The scope will be updated as needed based on input received.
- 1.2. *Preparation of Project Files & Documentation:* SEH will develop construction contracts, review Contractor bonding information, and ensure that Sponsor insurance requirements have been met. SEH will coordinate the routing and signature of the construction contracts by the City and the Contractor. Plans, contract documents, and technical specifications will be updated to include all addenda items issued during bidding. SEH will ensure that the Contractor is supplied with adequate copies of the construction plans and project manual.
- 1.3. *Preconstruction Activities:* A preconstruction conference will be held prior to beginning construction to outline and discuss project requirements, administration procedures, and other construction related information. SEH will administer the preconstruction conference, issue notifications, and record meeting minutes. This meeting will be attended in person by the Project Manager, RPR, and Principal. **Note: This item is included within Attachment A-1, no additional effort is included for the Jet-A scope of work.**

- 1.4. *Submittal and Shop Drawing Review:* SEH and subconsultants will review product and material data, shop drawings, fuel system components, and all other items required to be submitted by the contractor.
- 1.5. *Progress Meetings:* It is anticipated that onsite progress meetings will occur weekly, during construction. The progress meetings will be attended by SEH, including the RPR, project manager, and/or other staff as needed or required. SEH anticipates five progress meetings of one-hour duration. Staff time includes preparation of the agenda and meeting minutes. **Note: This item is included within Attachment A-1, no additional effort is included for the Jet-A scope of work.**
- 1.6. *Review of Contractor Payroll Forms:* SEH will review weekly payroll reporting by the Contractor to ensure that wage rates comply with the requirements of the federal and state wage rates for the work being performed. The RPR will conduct compliance monitoring of the Contractor's Davis Bacon Act obligations, including recording the Contractor/subcontractor employees, type of work being completed, and conducting random interviews. **Note: This item is included within Attachment A-1, no additional effort is included for the Jet-A scope of work.**
- 1.7. *Pay Applications:* SEH will prepare partial pay estimates once each month during construction and a final pay estimate upon completion of construction. Actual completed quantities will be tabulated for use in preparing pay estimates. Four pay estimates are anticipated. **Note: This item is included within Attachment A-1, no additional effort is included for the Jet-A scope of work.**
- 1.8. *Record Drawings:* SEH will utilize Contractor and engineering drawings during construction to complete record drawings for the project. The record drawings will incorporate any modifications or additions/subtractions that occurred during construction. The final plan set will be plotted and distributed to the South Saint Paul Municipal Airport for records. Electronic copies will be provided to the South Saint Paul Municipal Airport, MnDOT, and the FAA.
- 1.9. *Establish Survey Control:* SEH will establish the necessary horizontal and vertical control for construction staking for the project. The Contractor shall be required to provide construction staking. **Note: This item is included within Attachment A-1, no additional effort is included for the Jet-A scope of work.**
2. **Construction Observation**
  - 2.1. *Construction Observation:* SEH will provide construction observation during major/critical work tasks and project phases. A Resident Project Representative (RPR) will be on-site or readily available to assist in ensuring that construction is performed in accordance with contract documents. The RPR will document and record construction progress through a daily journal and weekly progress reports. It is estimated that an RPR will be on site for 21 out of the 45 calendar days (10-hour days). The Project Manager will be onsite for an additional five (6-hour) days. The Electrical Engineering staff will be onsite for (2) full days each. ***One third of the above inspection time for the RPR (5 days) is tracked under the Jet-A Scope of Work as an ineligible cost. Two thirds of this time is tracked separately as an eligible cost (100LL Scope of Work). It is estimated that if only the 100LL tank were to be replaced, the total project duration would be reduced by one third to 30 calendar days. Electrical Engineering staff hours are anticipated to be split evenly between eligible/ineligible portions of work.***
  - 2.2. *Final Inspection & Punchlist:* A final in-person inspection will be conducted by SEH after completion of the project. SEH will issue notifications and prepare a punch list of any outstanding items needing correction. The final inspection will include the Project Manager, RPR, Electrical Engineer, Electrical Designer, and Structural Engineer.
3. **FAA Reporting and Project Closeout**

- 3.1. *FAA Quarterly Reports* – SEH will complete the required FAA quarterly reports starting with grant acceptance through grant closeout. **Note: This item is included within Attachment A-1, no additional effort is included for the Jet-A scope of work.**
- 3.2. *FAA Closeout Report* – SEH will complete the required FAA closeout report following completion of the project to reconcile all project related costs and closeout the FAA grant for the work. **Note: This item is included within Attachment A-1, no additional effort is included for the Jet-A scope of work.**

#### **4. Stakeholder Outreach & Project Management**

- 4.1. *SGS Stakeholder Outreach Newsletters* – SEH will develop an initial construction notice, and bi-weekly newsletters for the project to update tenants on airfield impacts and project progress. This task includes the formulation of (1) construction notice and (4) newsletter updates. **Note: This item is included within Attachment A-1, no additional effort is included for the Jet-A scope of work.**
- 4.2. *Airport Advisory Commission Meetings* – This task includes attendance at (2) Airport Advisory Commission meetings to provide project updates to Commission members. The meetings will be attended by the Project Manager and the Principal. **Note: This item is included within Attachment A-1, no additional effort is included for the Jet-A scope of work.**
- 4.3. *Overall Project Management*: Overall administration of the project, including Sponsor and agency communication, internal meetings, progress reports, budget updates, and monthly invoices.
- 4.4. *Subconsultant Coordination*: Scheduling, coordination, project site escorting, review of subconsultant deliverables, including subcontracts, reports, and design data.

#### **Subconsultants performing work under this proposal include the following:**

1. *Endpoint Solutions* – Fuel system components coordination and equipment shop drawing and submittal reviews. On site inspection during major fuel system construction tasks and milestones.
2. *Braun Intertec* – Quality assurance testing for compaction and paving work will be performed by Braun Intertec of St. Cloud, Minnesota.

#### **Projected Submittal Dates:**

The anticipated milestones for this project that are assumed in this proposal are listed below:

|             |                                                                |
|-------------|----------------------------------------------------------------|
| June 2026   | Contract Award Recommendation & FAA IJJA/AIG Grant Application |
| Summer 2027 | Begin Construction (contingent on grant)                       |
| Fall 2027   | Substantial Completion                                         |
| Spring 2028 | Final Inspection & Closeout                                    |

## ***Endpoint Solutions***

6871 South Lovers Lane  
Franklin, WI 53132  
Telephone: (414) 427-1200  
Fax: (414) 427-1259  
[www.endpointcorporation.com](http://www.endpointcorporation.com)

Mr. Kyle Nelson, P.E.  
Airport Engineer  
Short Elliot Hendrickson, Inc.  
3535 Vadnais Center Dr.  
St. Paul, MN 55110-5196

May 13, 2026

**Subject: Proposal for Construction Phase Services - Revised**

South St. Paul Municipal Airport (SGS) –Aviation Fueling System Construction Phase  
1725 Henry Avenue, South St. Paul, MN 55075

Dear Mr. Nelson:

Endpoint Solutions Corp. (Endpoint) appreciates the opportunity to submit this proposal to Short Elliot Hendrickson, Inc. (SEH) for Aviation Fueling System Construction Phase Services for South St. Paul Municipal Airport, in South St. Paul, MN. This proposal is being submitted pursuant to your email request and includes our understanding of the desired scope.

### **PROJECT UNDERSTANDING & APPROACH**

Based on our review of the project information provided by SEH and our experience with similar systems, Endpoint has developed the following scope of work that will be performed by Endpoint during the construction phase of the fueling system upgrades at the airport.

It is our understanding that the replacement of the Jet A system will be handled as a separate project from the replacement of the AvGas system but both projects will be completed concurrently. The scope of the fueling system upgrades includes; removal of the three (3) existing USTs, installation of one (1) 15,000-gallon AvGas underground storage tank (UST) and dispenser, one (1) 10,000-gallon Jet A UST and dispenser, installation of a new card readers/fuel management systems for credit card and fleet card transactions, provisions to allow for unattended fueling, tank monitor, signage, pavement improvements, and electrical infrastructure upgrades associated with these upgrades.

### **SCOPE OF SERVICES**

Endpoint will provide Fuel Storage Tank System Engineering and Oversight services during the installation of the storage tank system upgrades.

Construction Phase Services by Endpoint will include:

- a) Participate in a preconstruction conference attended by the Airport, SEH, Endpoint, the General Contractor and subcontractors of the major trades. Endpoint will attend the meeting and assist in addressing questions. We will also provide follow up information as requested by SEH.

- b) Provide interpretation of construction documents and tank installation permits to facilitate the system installation.
- c) Review shop drawings, cut sheets and submittals as required to confirm compliance with the bid specifications and Minnesota regulations. Endpoint assumes some components may require multiple submittal revisions.
- d) Provide four (4) construction site visits to witness required milestones of the installation to confirm the work is being performed in accordance with the requirements of the bid and the requirements of Minnesota State Fire Code (MSFC). We anticipate visits at the following milestones:
  - (1) Upon delivery and installation of the USTs and sumps, prior to backfilling to grade
  - (2) Delivery and inspection of cabinets
  - (3) Upon completion of final installation and in conjunction with the final inspection by the local fire code enforcement officer (if applicable). This will include being present for the demonstration of the system operation and training by the Contractor.
  - (4) Perform Substantial Completion Inspection for the Project. SEH will direct the inspection and Endpoint will assist with the development of the punch list.
- e) Participate in up to five (5) weekly job progress meeting by teleconference, including a preconstruction conference, these meeting will be held between scheduled site visits and will help address any questions that may occur. Endpoint will assist SEH in preparing meeting minutes.
- f) The tank installation contractor will be responsible for equipment placement in accordance with the approved drawings; Endpoint will assist in interpreting the drawings if needed.
- g) Assist SEH in reviewing Contractor payment requests and closeout as needed.
- h) Provide updated as-built drawings as the project proceeds to reflect any modifications made to the system and to document their compliance with State of Minnesota Code.

## **ADDITIONAL SITE VISITS**

The proposal includes four (4) site visits as described in item d). Additional site visits can be provided if authorized by SEH on a Time and Materials (T&M) basis.



**PROJECT FEES**

We propose to complete the work scope described in this proposal for each system for the following time and materials (T&M) budgets utilizing our standard Schedule of Fees.

**Construction Management – Jet A Fueling System Replacement                      \$10,750**

**Construction Management – AvGas Fueling System Replacement                      \$18,140**

Pricing assumes the work will be performed in 2026 and if projects are not performed concurrently additional fees may apply. Additional site visits for construction oversight can be provided at an estimated cost of \$2,900 per visit. Invoicing will be completed separately per project and payment of Endpoint invoices will be due either within five (5) days following payment from client on SEH's invoice containing the applicable Endpoint services, or within sixty (60) days of invoice submittal from Endpoint, whichever is less.

**CLOSING**

We appreciate the opportunity and look forward to working with SEH on these projects. To authorize this work please issue an associated service work order to via email ([wade@endpointcorporation.com](mailto:wade@endpointcorporation.com)). If you have additional questions related to this proposal, please contact us directly at 414-858-1204. We look forward to hearing from you.

Sincerely,

***Endpoint Solutions***



Wade C. Wollermann, P.E.  
Principal

Attachment – Schedule of Fees and Charges

# Endpoint Solutions

## SCHEDULE OF FEES AND CHARGES Calendar Year 2026

The following describes the basis for compensation for services authorized during the calendar year 2026. This Schedule of Fees and Charges may be adjusted annually on or after January 1 of each subsequent year to reflect merit and economic salary increases, and changes in the expected level and mode of operations for the new year. The new Schedule of Fees and Charges will apply to new assignments.

### **PERSONNEL CHARGES**

The charge for all time required in the performance of the Scope of Services, including office, field and travel time, will be at the Unit Rates set forth below for the Labor Classifications indicated.

| <b><u>Labor Classifications</u></b>      | <b><u>Unit Rate (\$)</u></b> |
|------------------------------------------|------------------------------|
| Administrator I                          | 65                           |
| Administrator II                         | 80                           |
| Drafter/Illustrator I                    | 100                          |
| Drafter/Illustrator II                   | 125                          |
| Surveyor                                 | 125                          |
| Senior Surveyor                          | 150                          |
| Construction Manager                     | 155                          |
| Technical Consultant I                   | 100                          |
| Technical Consultant II                  | 115                          |
| Technical Consultant III                 | 120                          |
| Technical Consultant IV                  | 125                          |
| Consultant                               | 130                          |
| Staff Consultant                         | 140                          |
| Associate Consultant/Senior Designer     | 155                          |
| Project Manager                          | 165                          |
| Senior Consultant/Senior Project Manager | 175                          |
| Principal Consultant                     | 200                          |

Charges for contract personnel under Endpoint supervision using Endpoint facilities will be made according to the Unit Rate corresponding to their Labor Classification.

A maximum of eight (8) hours travel time per day will be charged for travel within the continental United States.

Endpoint staff appearing as expert witnesses at court trials, arbitration hearings, mediation and depositions will be charged at \$425 per hour regardless of Labor Classification.

Overtime (hours worked in excess of eight (8) hours per day) by exempt personnel will be charged at the above noted Unit Rates.

Special project accounting reporting and financial services, including submission of invoice support documentation, will be charged at the lowest Unit Rate outlined above.

### **OTHER PROJECT RELATED CHARGES**

#### **Subcontractors, Equipment Rental and Incidental Expenses**

The cost of services subcontracted by Endpoint, charges for equipment rented by Endpoint or incidental field expenses purchased by Endpoint in the process of completing the agreed to tasks will be charged at cost plus 15%.

#### **Document Reproduction**

In-house document reproduction in excess of the number of copies specified in each individual task order will be charged at a rate of \$0.08 per page for black and white and \$0.15 per page for color for letter, legal and 11 x 17 size copies. Copies of oversize pages will be charged at \$1.50/square foot or as a subcontracted expense including the applicable markup described above.

#### **Vehicles and Mileage**

Field vehicles (cars, pickups, vans, etc.) used on project assignments will be charged at \$50/day and \$0.85 per mile as a field expense. Specialty type vehicles (ATVs, utility vehicles, etc.) will be charged as a contracted expense including the applicable markup described above.

*This Fee Schedule contains confidential business information and is not to be copied or distributed for any purpose other than the use intended in this contract or proposal.*

November 26, 2025

Proposal 10004170

Kyle Nelson, PE  
**Short Elliott Hendrickson, Inc.**  
3535 Vadnais Center Drive  
St. Paul, MN 55110

Re: Proposal for Testing Services  
2026 Fuel System Replacement  
South St. Paul Municipal Airport  
1725 Henry Avenue  
South St. Paul, Minnesota

Dear Mr. Nelson:

Braun Intertec Corporation (Braun Intertec) submits this proposal to provide quality control observation and testing services during excavations, backfilling, and concrete placements for the 2026 Fuel System Replacement at the referenced site.

We have completed the geotechnical evaluation for this project, so we have a unique understanding of the site and construction challenges. We can aid the construction team by applying this experience and transferring our knowledge developed during the design phase which will provide professional continuity to the construction. Our work on the project to date gives us familiarity with the project team and design development which allows us to understand some of the considerations used when developing the projects design.

## Our Understanding of Project

The project consists of the removal of two existing underground fuel tanks and installation of two new underground fuel tanks. The existing fuel tanks to be removed include a 10,000 gallon Jet A fuel tank and a 10,000 gallon 100LL tank. These fuel tanks are located near the southwest corner of the General Aviation (GA) apron. The new fuel tanks are planned to consist of a 10,000 gallon Jet A fuel tank and a 15,000 gallon 100LL fuel tank with a split compartment design.

The project will consist of two schedules of work related to funding eligibility. Schedule A includes the 100LL fuel tank and is eligible for federal funding and Schedule B includes the Jet A fuel tank and is ineligible for federal funding. Site work related to our testing services will include site grading, subgrade excavation, granular backfill, aggregate base, and concrete slabs and pavement.



## Available Project Information

This proposal is based on our review of the documents described below. We will submit a revised scope of services and costs if the project changes.

- Project manual and construction drawings prepared by Short Elliott Hendrickson, Inc. (SEH), dated November 13, 2025.
- Geotechnical report prepared by Braun Intertec Corporation under project number B2508305, dated November 5, 2025.
- Discussions with Mr. Nelson regarding the scope of the project.

## Scope of Services

We will provide technicians or engineers – working under the direction of a Professional Engineer – to perform our observation and testing services. Observation and testing services will be performed on an on-call, as-needed basis as requested and scheduled by you or the project contractors. After reviewing available information, we understand our scope of services for the project will be limited to the tasks defined below.

### Soil Related Services

- Observe and evaluate the soils exposed in excavations to determine if the soils are similar to those encountered with the geotechnical evaluation and suitable for support of the fuel tanks. Our engineer can provide consultation for conditions that appear to differ from the geotechnical evaluation.
- Measure the in-place dry density, moisture content and relative compaction of granular backfill and aggregate base placed for structure support for compliance with the project documents. This task includes performing laboratory Proctor tests to provide maximum dry densities from which the relative compaction of fill can be determined, as well as the use of a nuclear density gauge to measure in-place dry densities and moisture contents
- Perform laboratory mechanical analyses (gradations) of prospective fill materials.
- Perform laboratory Proctor tests to determine the maximum Proctor dry densities and optimum moisture contents of prospective fill materials.

### Concrete Related Services

- Observe concrete reinforcement placement.
- Sample and test fresh concrete associated with tank slabs and pavement for compliance with the project documents, and cast test cylinders for laboratory compressive strength testing. We assume that we will be able to appropriately dispose of excess concrete (and associated wash water) on site at no additional cost to us.



- Measure and report the compressive strength of the concrete test cylinders for compliance with the project documents.

## Engineering Consulting and Project Communication and Reporting Services

- Provide engineering consulting services, review test results and observations reports, and prepare required final reports.
- Management, including scheduling of our field personnel and communication with the project team.
- Transmit results to the project team on a weekly basis.

## Scheduling Assumptions

Based on our understanding of the project and the available project information, we assume the work for this phase of the project will proceed according to the following schedules:

- Observation of general excavations for fuel tanks will be substantially complete in one trip for Schedule A and one trip for Schedule B.
- Compaction testing by nuclear density gauge method for the project will be substantially complete in three trips for Schedule A and two trips for Schedule B.
- Trips for sample pick-ups of laboratory proctor and gradation tests of the subgrade and aggregate materials will be substantially complete in two trips for Schedule A and one trip for Schedule B.
- Concrete for fuel tank slabs and pavement will require three placements for Schedule A and one placement for Schedule B.

If the pace of construction is different than described above, this proposal should be revised.

## Cost

We will furnish the services described herein for an estimated fee of \$7,307 for Schedule A and \$4,073 for Schedule B, for a total estimated fee of **\$11,380**. A tabulation showing hourly and/or unit rates associated with our proposed scope of services is attached. Our work will extend over several invoicing periods. As such, for work that is performed during the course of each invoicing period, we will submit partial progress invoices.

## Additional Services and Overtime

It is difficult to estimate all of the services, and the quantity of each service, which will be required for any project. Our services are also directly controlled by the schedule and performance of others. For these reasons, our actual hourly or unit quantities and associated fees may vary from those reported herein.



If the number of hours or units ultimately required exceed those assumed for purposes of this proposal, they will be invoiced at the hourly or unit rates shown in the attached tabulation. If services are ultimately required that have not been identified or described herein, they will be invoiced in accordance with our current Schedule of Charges. Prior to exceeding our estimated fees, we will update you regarding the progress of our work. Fees associated with additional services will be summarized in a Change Order and submitted to you for review and authorization.

This cost estimate was developed with the understanding that the scope of services defined herein will be required and requested during our normal work hours of 6:00 a.m. to 4:00 p.m., Monday through Friday. Services that we are asked to provide to meet the project requirements or the contractor's construction schedule **outside** our normal business hours will be invoiced using an overtime rate factor. The factor for services provided outside our normal work hours or on Saturday will be 1.25 times the listed hourly rate for the service provided. The factor for services provided on Sunday or legal holidays will be 1.5 times the listed hourly rate for the service provided. We have not included premiums for overtime in our cost estimate; however, we recommend that allowances and contingencies be made for overtime charges based on conversations with the contractor. You will be billed only for services provided on a time and materials basis.



General Remarks

We based the proposed fee on the scope of services described and the assumption that you will authorize our services within 30 days and that others will not delay us beyond our proposed schedule.

We will provide our services under the terms of our Master Subcontractor Agreement with Short Elliott Hendrickson, Inc., dated March 19, 2024. To accept this proposal and authorize us to proceed, please sign and return it to us in its entirety.

We appreciate the opportunity to present this proposal to you. We will be happy to meet with you to discuss our proposed scope of services further and clarify the various scope components.

To have questions answered or schedule a time to meet and discuss our approach to this project further, please contact Colin Anderson at 320.305.0628 or coanderson@braunintertec.com.

Sincerely,

Braun Intertec Corporation

Colin L. Anderson, PE  
Project Engineer

Brandon K. Wright, PE  
Senior Manager, Senior Engineer

Attachments:  
Fee Estimate 10004170\_001

The proposal is accepted, and Braun Intertec is authorized to proceed.

\_\_\_\_\_  
Authorizer’s Firm

\_\_\_\_\_  
Authorizer’s Signature

\_\_\_\_\_  
Authorizer’s Name (please print or type)

\_\_\_\_\_  
Authorizer’s Title

\_\_\_\_\_  
Date

**Fee Estimate**  
**10004170\_001**  
**2026 SGS Fuel System Replacement**

**Client:**  
Short Elliott Hendrickson, Inc.  
Kyle Nelson  
3535 Vadnais Center Dr  
Saint Paul, Minnesota 55110-5108

**Work Site Address:**  
1725 Henry Avenue  
South Saint Paul, Minnesota 55075

|                                                                  | Qty/Hours | Rate   | Amount             |
|------------------------------------------------------------------|-----------|--------|--------------------|
| <b>Task 1: Construction Materials Testing &amp; Observations</b> |           |        |                    |
| <b>Subtask 1.1: Schedule A - Federally Eligible</b>              |           |        | <b>\$7,307.00</b>  |
| <b>Subtask 1.1.1: Soils</b>                                      |           |        | <b>\$3,132.00</b>  |
| Soil Observations                                                | 4.00      | 125.00 | \$500.00           |
| Soil Compaction Testing - Nuclear                                | 9.00      | 102.00 | \$918.00           |
| Soil Sample pick-up                                              | 4.00      | 102.00 | \$408.00           |
| Trip Charge                                                      | 6.00      | 35.00  | \$210.00           |
| Soil Proctor MD Relationship (Standard) ASTM D698 each           | 2.00      | 216.00 | \$432.00           |
| Nuclear moisture-density meter charge, per hour                  | 9.00      | 36.00  | \$324.00           |
| Soil Sieve Analysis with 200 wash, each                          | 2.00      | 170.00 | \$340.00           |
| <b>Subtask 1.1.2: Concrete</b>                                   |           |        | <b>\$2,790.00</b>  |
| Concrete Observations                                            | 3.00      | 125.00 | \$375.00           |
| Concrete Testing                                                 | 9.00      | 102.00 | \$918.00           |
| Concrete Cylinder Pick Up                                        | 6.00      | 102.00 | \$612.00           |
| Trip Charge                                                      | 6.00      | 35.00  | \$210.00           |
| Concrete Compressive Strength Cylinders ASTM C39 each            | 15.00     | 45.00  | \$675.00           |
| <b>Subtask 1.1.3: Project Management and Engineering</b>         |           |        | <b>\$1,385.00</b>  |
| Project Assistant                                                | 2.00      | 102.00 | \$204.00           |
| Project Control Specialist II                                    | 1.00      | 164.00 | \$164.00           |
| Project Manager                                                  | 4.00      | 198.00 | \$792.00           |
| Senior Engineer                                                  | 1.00      | 225.00 | \$225.00           |
| <b>Subtask 1.2: Schedule B - Federally Ineligible</b>            |           |        | <b>\$4,073.00</b>  |
| <b>Subtask 1.2.1: Soils</b>                                      |           |        | <b>\$2,058.00</b>  |
| Soil Observations                                                | 4.00      | 125.00 | \$500.00           |
| Soil Compaction Testing - Nuclear                                | 6.00      | 102.00 | \$612.00           |
| Soil Sample pick-up                                              | 2.00      | 102.00 | \$204.00           |
| Trip Charge                                                      | 4.00      | 35.00  | \$140.00           |
| Soil Proctor MD Relationship (Standard) ASTM D698 each           | 1.00      | 216.00 | \$216.00           |
| Nuclear moisture-density meter charge, per hour                  | 6.00      | 36.00  | \$216.00           |
| Soil Sieve Analysis with 200 wash, each                          | 1.00      | 170.00 | \$170.00           |
| <b>Subtask 1.2.2: Concrete</b>                                   |           |        | <b>\$930.00</b>    |
| Concrete Observations                                            | 1.00      | 125.00 | \$125.00           |
| Concrete Testing                                                 | 3.00      | 102.00 | \$306.00           |
| Concrete Cylinder Pick Up                                        | 2.00      | 102.00 | \$204.00           |
| Trip Charge                                                      | 2.00      | 35.00  | \$70.00            |
| Concrete Compressive Strength Cylinders ASTM C39 each            | 5.00      | 45.00  | \$225.00           |
| <b>Subtask 1.2.3: Project Management and Engineering</b>         |           |        | <b>\$1,085.00</b>  |
| Project Assistant                                                | 1.00      | 102.00 | \$102.00           |
| Project Control Specialist II                                    | 1.00      | 164.00 | \$164.00           |
| Project Manager                                                  | 3.00      | 198.00 | \$594.00           |
| Senior Engineer                                                  | 1.00      | 225.00 | \$225.00           |
| <b>Task 1 Total:</b>                                             |           |        | <b>\$11,380.00</b> |



|                      | Qty/Hours | Rate | Amount             |
|----------------------|-----------|------|--------------------|
| <b>Project Total</b> |           |      | <b>\$11,380.00</b> |

**ESTIMATED FEES AND EXPENSES**  
**ATTACHMENT B-1**  
**2026 Fuel System Replacement (Federally Eligible, 100LL)**  
**City of South St. Paul**

| Task No.                                                            | Task Description                             | Principal | Project Manager | Project Engineer/RPR | Electrical Engineer | Electrical Designer | Survey Crew Chief | Structural Engineer | Administrative Assistant |
|---------------------------------------------------------------------|----------------------------------------------|-----------|-----------------|----------------------|---------------------|---------------------|-------------------|---------------------|--------------------------|
| <b>Construction Administration Services</b>                         |                                              |           |                 |                      |                     |                     |                   |                     |                          |
| 1.1                                                                 | Scoping, Review and Project Coordination     | 1         | 6               | 1                    |                     |                     |                   |                     | 1                        |
| 1.2                                                                 | Preparation of Project Files & Documentation |           | 2               | 4                    |                     |                     |                   |                     | 2                        |
| 1.3                                                                 | Preconstruction Activities                   | 1         | 4               | 2                    | 2                   | 2                   |                   |                     |                          |
| 1.4                                                                 | Submittal & Shop Drawing Review              |           | 2               | 4                    | 6                   | 6                   |                   | 4                   |                          |
| 1.5                                                                 | Progress Meetings                            | 2         | 6               | 4                    | 1                   | 1                   |                   |                     |                          |
| 1.6                                                                 | Review of Contractor Payroll Forms           |           |                 | 2                    |                     |                     |                   |                     | 2                        |
| 1.7                                                                 | Pay Applications                             |           | 2               | 4                    |                     |                     |                   |                     |                          |
| 1.8                                                                 | Record Drawings                              |           | 1               | 3                    | 2                   | 1                   |                   |                     |                          |
| 1.9                                                                 | Establish Survey Control                     |           |                 | 2                    |                     |                     | 6                 |                     |                          |
| <b>Construction Observation</b>                                     |                                              |           |                 |                      |                     |                     |                   |                     |                          |
| 2.1                                                                 | Construction Observation                     |           | 20              | 140                  | 8                   | 8                   |                   |                     |                          |
| 2.2                                                                 | Final Inspection & Punchlist                 |           | 1               | 2                    | 1                   | 1                   |                   | 1                   |                          |
| <b>FAA Reporting &amp; Project Closeout</b>                         |                                              |           |                 |                      |                     |                     |                   |                     |                          |
| 3.1                                                                 | FAA Quarterly Reports                        |           | 4               |                      |                     |                     |                   |                     |                          |
| 3.2                                                                 | FAA Closeout Report                          |           | 2               | 6                    |                     |                     |                   |                     | 2                        |
| <b>Public Outreach, Project Management, and Agency Coordination</b> |                                              |           |                 |                      |                     |                     |                   |                     |                          |
| 4.1                                                                 | SGS Stakeholder Outreach Newsletters         |           | 1               |                      |                     |                     |                   |                     | 6                        |
| 4.2                                                                 | Airport Advisory Commission Meetings         | 2         | 4               |                      |                     |                     |                   |                     |                          |
| 4.3                                                                 | Overall Project Management                   | 1         | 5               |                      |                     |                     |                   |                     | 1                        |
| 4.4                                                                 | Subconsultant Coordination                   |           | 6               | 1                    | 1                   | 1                   |                   |                     | 1                        |
|                                                                     | Total hours per labor category               | 7         | 66              | 175                  | 21                  | 20                  | 6                 | 5                   | 15                       |

**ESTIMATE OF LABOR COSTS:**

| Labor Category           | Hours | Rate    | Extension  |
|--------------------------|-------|---------|------------|
| Principal                | 7     | \$88.08 | \$616.54   |
| Project Manager          | 66    | \$59.78 | \$3,945.43 |
| Project Engineer/RPR     | 175   | \$45.71 | \$7,998.90 |
| Electrical Engineer      | 21    | \$47.06 | \$988.26   |
| Electrical Designer      | 20    | \$63.19 | \$1,263.81 |
| Survey Crew Chief        | 6     | \$46.68 | \$280.05   |
| Structural Engineer      | 5     | \$51.26 | \$256.31   |
| Administrative Assistant | 15    | \$38.08 | \$571.27   |

|                                             |     |                    |
|---------------------------------------------|-----|--------------------|
| Total Direct Labor Costs:                   | 315 | \$15,920.57        |
| Salary, General and Administrative Overhead |     | \$30,729.88        |
| <b>Total Labor Costs</b>                    |     | <b>\$46,650.45</b> |
| <b>Fee (15%)</b>                            |     | <b>\$6,997.57</b>  |

**ESTIMATE OF EXPENSES:**

| Direct Expenses                              | Quantity | Rate        | Extension   |
|----------------------------------------------|----------|-------------|-------------|
| Computer Charge                              | 315      | \$6.50      | \$2,047.50  |
| Travel - Mileage                             | 1,064    | \$0.725     | \$771.40    |
| Construction Auto Allowance                  | 14       | \$16.00     | \$224.00    |
| Survey Equipment / Vehicle                   | 6        | \$7.50      | \$45.00     |
| Reproductions / Miscellaneous                | 1        | \$400.00    | \$400.00    |
| Fuel System Engineering (Endpoint Solutions) | 1        | \$18,140.00 | \$18,140.00 |
| Quality Assurance Testing (Braun Intertec)   | 1        | \$7,307.00  | \$7,307.00  |

**Total Expenses** **\$28,934.90**

Total (Labor Costs + Fee + Expenses) **\$82,582.92**

**SUMMARY:**

**Estimated Total** **\$82,500.00**

**ESTIMATED FEES AND EXPENSES**  
**ATTACHMENT B-2**  
**2026 Fuel System Replacement (Federally Ineligible, Jet-A)**  
**City of South St. Paul**

| Task No.                                                            | Task Description                             | Principal | Project Manager | Project Engineer/RPR | Electrical Engineer | Electrical Designer | Survey Crew Chief | Structural Engineer | Administrative Assistant |
|---------------------------------------------------------------------|----------------------------------------------|-----------|-----------------|----------------------|---------------------|---------------------|-------------------|---------------------|--------------------------|
| <b>Construction Administration Services</b>                         |                                              |           |                 |                      |                     |                     |                   |                     |                          |
| 1.1                                                                 | Scoping, Review and Project Coordination     | 1         | 4               | 1                    |                     |                     |                   |                     | 1                        |
| 1.2                                                                 | Preparation of Project Files & Documentation |           | 2               | 4                    |                     |                     |                   |                     | 2                        |
| 1.3                                                                 | Preconstruction Activities*                  |           |                 |                      |                     |                     |                   |                     |                          |
| 1.4                                                                 | Submittal & Shop Drawing Review              |           |                 | 2                    | 6                   | 6                   |                   |                     |                          |
| 1.5                                                                 | Progress Meetings*                           |           |                 |                      |                     |                     |                   |                     |                          |
| 1.6                                                                 | Review of Contractor Payroll Forms*          |           |                 |                      |                     |                     |                   |                     |                          |
| 1.7                                                                 | Pay Applications*                            |           |                 |                      |                     |                     |                   |                     |                          |
| 1.8                                                                 | Record Drawings                              |           | 1               | 3                    | 2                   |                     |                   |                     |                          |
| 1.9                                                                 | Establish Survey Control*                    |           |                 |                      |                     |                     |                   |                     |                          |
| <b>Construction Observation</b>                                     |                                              |           |                 |                      |                     |                     |                   |                     |                          |
| 2.1                                                                 | Construction Observation                     |           | 10              | 70                   | 8                   | 8                   |                   |                     |                          |
| 2.2                                                                 | Final Inspection & Punchlist                 |           | 1               | 2                    | 1                   | 1                   |                   |                     |                          |
| <b>FAA Reporting &amp; Project Closeout</b>                         |                                              |           |                 |                      |                     |                     |                   |                     |                          |
| 3.1                                                                 | FAA Quarterly Reports*                       |           |                 |                      |                     |                     |                   |                     |                          |
| 3.2                                                                 | FAA Closeout Report*                         |           |                 |                      |                     |                     |                   |                     |                          |
| <b>Public Outreach, Project Management, and Agency Coordination</b> |                                              |           |                 |                      |                     |                     |                   |                     |                          |
| 4.1                                                                 | SGS Stakeholder Outreach Newsletters*        |           |                 |                      |                     |                     |                   |                     |                          |
| 4.2                                                                 | Airport Advisory Commission Meetings*        |           |                 |                      |                     |                     |                   |                     |                          |
| 4.3                                                                 | Overall Project Management                   | 1         | 5               |                      |                     |                     |                   |                     | 1                        |
| 4.4                                                                 | Subconsultant Coordination                   |           | 2               | 1                    | 1                   | 1                   |                   |                     |                          |
|                                                                     | Total hours per labor category               | 2         | 25              | 83                   | 18                  | 16                  | 0                 | 0                   | 4                        |

\*complete effort included with Attachment B-1

**ESTIMATE OF LABOR COSTS:**

| Labor Category           | Hours | Rate    | Extension  |
|--------------------------|-------|---------|------------|
| Principal                | 2     | \$88.08 | \$176.16   |
| Project Manager          | 25    | \$59.78 | \$1,494.48 |
| Project Engineer/RPR     | 83    | \$45.71 | \$3,793.76 |
| Electrical Engineer      | 18    | \$47.06 | \$847.08   |
| Electrical Designer      | 16    | \$63.19 | \$1,011.05 |
| Survey Crew Chief        | 0     | \$46.68 | \$0.00     |
| Structural Engineer      | 0     | \$51.26 | \$0.00     |
| Administrative Assistant | 4     | \$38.08 | \$152.34   |

|                                             |     |                    |
|---------------------------------------------|-----|--------------------|
| Total Direct Labor Costs:                   | 148 | \$7,474.86         |
| Salary, General and Administrative Overhead |     | \$14,427.98        |
| <b>Total Labor Costs</b>                    |     | <b>\$21,902.84</b> |
| <b>Fee (15%)</b>                            |     | <b>\$3,285.43</b>  |

**ESTIMATE OF EXPENSES:**

| Direct Expenses                              | Quantity | Rate        | Extension   |
|----------------------------------------------|----------|-------------|-------------|
| Computer Charge                              | 148      | \$6.50      | \$962.00    |
| Travel - Mileage                             | 525      | \$0.725     | \$380.63    |
| Construction Auto Allowance                  | 7        | \$16.00     | \$112.00    |
| Survey Equipment / Vehicle                   | 0        | \$7.50      | \$0.00      |
| Reproductions / Miscellaneous                | 0        | \$400.00    | \$0.00      |
| Fuel System Engineering (Endpoint Solutions) | 1        | \$10,750.00 | \$10,750.00 |
| Quality Assurance Testing (Braun Intertec)   | 1        | \$4,073.00  | \$4,073.00  |

|                       |                    |
|-----------------------|--------------------|
| <b>Total Expenses</b> | <b>\$16,277.63</b> |
|-----------------------|--------------------|

|                                      |             |
|--------------------------------------|-------------|
| Total (Labor Costs + Fee + Expenses) | \$41,465.90 |
|--------------------------------------|-------------|

**SUMMARY:**

|                        |                    |
|------------------------|--------------------|
| <b>Estimated Total</b> | <b>\$41,400.00</b> |
|------------------------|--------------------|

## **EXHIBIT B**

### **FAA CONTRACT PROVISIONS – March 17, 2026**

#### **ACCESS TO RECORDS AND REPORTS**

The Consultant must maintain an acceptable cost accounting system. The Consultant agrees to provide the Owner, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers and records of the Consultant which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Consultant agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

#### **BREACH OF CONTRACT TERMS**

Any violation or breach of terms of this contract on the part of the Consultant or its subconsultants may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

Owner will provide Consultant written notice that describes the nature of the breach and corrective actions the Consultant must undertake in order to avoid termination of the contract. Owner reserves the right to withhold payments to Consultant until such time the Consultant corrects the breach or the Owner elects to terminate the contract. The Owner's notice will identify a specific date by which the Consultant must correct the breach. Owner may proceed with termination of the contract if the Consultant fails to correct the breach by the deadline indicated in the Owner's notice.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

#### **GENERAL CIVIL RIGHTS PROVISIONS**

In all its activities within the scope of its airport program, the Consultant agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin, creed, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

The above provision binds the Consultant and subconsultants from the bid solicitation period through the completion of the contract.

#### **Title VI Solicitation Notice:**

The Sponsor, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4), 28 CFR § 50.3, and 49 CFR Part 21, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, all Consultants will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of the owner's race, color, national origin, sex, creed, age, or disability in consideration for an award.

#### **Title VI List of Pertinent Nondiscrimination Acts and Authorities**

During the performance of this contract, the Consultant, for itself, its assignees, and successors in interest (hereinafter referred to as the "Consultant") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);

- 49 CFR Part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964) including amendments thereto;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 U.S.C. § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (P.L. 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and Consultants, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, *et seq.*) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR Parts 37 and 38;
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681, *et seq.*).

#### **Title VI Compliance with Nondiscrimination Requirements:**

During the performance of this contract, the Consultant, for itself, its assignees, and successors in interest (hereinafter referred to as the “Consultant”), agrees as follows:

1. **Compliance with Regulations:** The Consultant will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Consultant, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, creed, sex, age, or disability in the selection and retention of subconsultants, including procurements of materials and leases of equipment. The Consultant will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21 including amendments thereto.
3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Consultant for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subconsultant or supplier will be notified by the Consultant of the consultant’s obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The Consultant will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish the

information, the Consultant will so certify to the Sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of a Consultant's noncompliance with the non-discrimination provisions of this contract, the Sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
  - a. Withholding payments to the Consultant under the contract until the Consultant complies; and/or
  - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The Consultant will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Consultant will take action with respect to any subcontract or procurement as the Sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Consultant becomes involved in, or is threatened with litigation by a subconsultant, or supplier because of such direction, the Consultant may request the Sponsor to enter into any litigation to protect the interests of the Sponsor. In addition, the Consultant may request the United States to enter into the litigation to protect the interests of the United States.

#### **CLEAN AIR AND WATER POLLUTION CONTROL**

Consultant agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). The Consultant agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

Consultant must include this requirement in all subcontracts that exceed \$150,000.

#### **CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS**

##### **1. Overtime Requirements.**

No Consultant or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

##### **2. Violation; Liability for Unpaid Wages; Liquidated Damages.**

In the event of any violation of the clause set forth in paragraph (1) of this clause, the Consultant and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such Consultant and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this clause, in the sum of \$33 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this clause.

##### **3. Withholding for Unpaid Wages and Liquidated Damages.**

The Federal Aviation Administration (FAA) or the Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Consultant or subcontractor under any such contract or any other Federal contract with the same prime Consultant, or any other federally-assisted contract subject to the Contract Work Hours and Safety

Standards Act, which is held by the same prime Consultant, such sums as may be determined to be necessary to satisfy any liabilities of such Consultant or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this clause.

4. Subcontractors.

The Consultant or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime Consultant shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this clause.

**COPELAND “ANTI-KICKBACK” ACT**

Consultant must comply with the requirements of the Copeland “Anti-Kickback” Act (18 USC 874 and 40 USC 3145), as supplemented by Department of Labor regulation 29 CFR part 3. Consultant and subcontractors are prohibited from inducing, by any means, any person employed on the project to give up any part of the compensation to which the employee is entitled. The Consultant and each Subcontractor must submit to the Owner, a weekly statement on the wages paid to each employee performing on covered work during the prior week. Owner must report any violations of the Act to the Federal Aviation Administration.

**CERTIFICATION OF OFFEROR/BIDDER REGARDING DEBARMENT**

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

**CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT**

The successful bidder, by administering each lower tier subcontract that exceeds \$25,000 as a “covered transaction”, must confirm each lower tier participant of a “covered transaction” under the project is not presently debarred or otherwise disqualified from participation in this federally-assisted project. The successful bidder will accomplish this by:

1. Checking the System for Award Management at website: <http://www.sam.gov>.
2. Collecting a certification statement similar to the Certification of Offeror /Bidder Regarding Debarment, above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract.

If the Federal Aviation Administration later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

**DISADVANTAGED BUSINESS ENTERPRISE**

**Contract Assurance (49 CFR § 26.13)**

The Contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26, including any amendments thereto, in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- 1) Withholding monthly progress payments;
- 2) Assessing sanctions;
- 3) Liquidated damages; and/or
- 4) Disqualifying the Contractor from future bidding as non-responsible.

**Prompt Payment (49 CFR § 26.29)**

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contractor receives from Sponsor. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Sponsor. This clause applies to both DBE and non-DBE subcontractors.

**Termination of DBE Subcontracts (49 CFR § 26.53(f))**

The prime contractor must not terminate a DBE subcontractor listed in response to this project (or an approved substitute DBE firm) without prior written consent of Sponsor. This includes, but is not limited to, instances in which the prime contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm.

The prime contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains written consent Sponsor. Unless Sponsor consent is provided, the prime contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE.

Sponsor may provide such written consent only if Sponsor agrees, for reasons stated in the concurrence document, that the prime contractor has good cause to terminate the DBE firm. For purposes of this paragraph, good cause includes the circumstances listed in 49 CFR § 26.53.

Before transmitting to Sponsor its request to terminate and/or substitute a DBE subcontractor, the prime contractor must give notice in writing to the DBE subcontractor, with a copy to Sponsor, of its intent to request to terminate and/or substitute, and the reason for the request.

The prime contractor must give the DBE five days to respond to the prime contractor's notice and advise Sponsor and the contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why Sponsor should not approve the prime contractor's action. If required in a particular case as a matter of public necessity (e.g., safety), Sponsor may provide a response period shorter than five days.

In addition to post-award terminations, the provisions of this section apply to pre-award deletions of or substitutions for DBE firms put forward by offerors in negotiated procurements.

**TEXTING WHEN DRIVING**

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving", (10/1/2009) and DOT Order 3902.10, "Text Messaging While Driving", (12/30/2009), the Federal Aviation Administration encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or subgrant.

In support of this initiative, the Owner encourages the Consultant to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Consultant must include the substance of this clause in all sub-tier contracts exceeding \$15,000 that involve driving a motor vehicle in performance of work activities associated with the project.

**PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT**

Consultant and Subcontractor agree to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act P.L. 115-232, § 889(f)(1)).

**FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)**

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR Part 201, et seq, the Federal Fair Labor Standards Act (FLSA), with the same force and effect



as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers.

The Consultant has full responsibility to monitor compliance to the referenced statute or regulation. The Consultant must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

### **CERTIFICATION REGARDING LOBBYING**

The Bidder or Offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

### **OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970**

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (29 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

### **Certifications**

- 1) The applicant represents that it is (☐) is not (☒) a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
- 2) The applicant represents that it is (☐) is not (☒) a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

### **Note**

If an applicant responds in the affirmative to either of the above representations, the applicant is ineligible to receive an award unless the Sponsor has received notification from the agency suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the Government's interests. The applicant therefore must provide information to the owner about its tax liability or conviction to the Owner, who will then notify the FAA Airports District Office, which will then notify the agency's SDO to facilitate completion of the required considerations before award decisions are made.

### **Term Definitions**

**Felony conviction:** Felony conviction means a conviction within the preceding twenty four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. Code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 USC § 3559.

**Tax Delinquency:** A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

### **TERMINATION FOR CONVENIENCE (PROFESSIONAL SERVICES)**

The Owner may, by written notice to the Consultant, terminate this Agreement for its convenience and without cause or default on the part of Consultant. Upon receipt of the notice of termination, except as explicitly directed by the Owner, the Consultant must immediately discontinue all services affected.

Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

### **TERMINATION FOR CAUSE (PROFESSIONAL SERVICES)**

Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.

The terminating party must provide the breaching party [7] days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

- a) **Termination by Owner:** The Owner may terminate this Agreement for cause in whole or in part, for the failure of the Consultant to:
1. Perform the services within the time specified in this contract or by Owner approved extension;
  2. Make adequate progress so as to endanger satisfactory performance of the Project; or
  3. Fulfill the obligations of the Agreement that are essential to the completion of the Project.

Upon receipt of the notice of termination, the Consultant must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

If, after finalization of the termination action, the Owner determines the Consultant was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the Owner issued the termination for the convenience of the Owner.

b) **Termination by Consultant:** The Consultant may terminate this Agreement for cause in whole or in part, if the Owner:

1. Defaults on its obligations under this Agreement;
2. Fails to make payment to the Consultant in accordance with the terms of this Agreement;
3. Suspends the project for more than [180] days due to reasons beyond the control of the Consultant.

Upon receipt of a notice of termination from the Consultant, Owner agrees to cooperate with Consultant for the purpose of terminating the agreement or portion thereof, by mutual consent. If Owner and Consultant cannot reach mutual agreement on the termination settlement, the Consultant may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the Owner's breach of the contract.

In the event of termination due to Owner breach, the Consultant is entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by the Consultant through the effective date of termination action. Owner agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

#### **TRADE RESTRICTION CERTIFICATION**

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror –

- 1) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);
- 2) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and
- 3) has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 USC § 1001.

The Offeror/Consultant must provide immediate written notice to the Owner if the Offeror/Consultant learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Consultant must require subcontractors provide immediate written notice to the Consultant if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR § 30.17, no contract shall be awarded to an Offeror or subcontractor:

- 1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR; or
- 2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list; or
- 3) who incorporates in the public works project any product of a foreign country on such USTR list.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a Consultant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Consultant may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Consultant or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration (FAA) may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

#### **VETERAN'S PREFERENCE**

In the employment of labor (excluding executive, administrative, and supervisory positions), the Consultant and all sub-tier contractors must give preference to covered veterans as defined within 49 U.S.C. § 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 U.S.C. § 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

#### **CERTIFICATION REGARDING DOMESTIC PREFERENCES FOR PROCUREMENTS**

The Bidder or Offeror certifies by signing and submitting this bid or proposal that, to the greatest extent practicable, the Bidder or Offeror has provided a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including, but not limited to, iron, aluminum, steel, cement, and other manufactured products) in compliance with 2 CFR § 200.322.

#### **PROHIBITION OF COVERED UNMANNED AIRCRAFT SYSTEMS (UAS)**

The Bidder or Offeror certifies that they are aware of and comply with relevant Federal statutes and regulations, including those from the Federal Aviation Administration (FAA), for operating unmanned aircraft systems (UAS) in accordance, and in compliance with all related requirements in the FAA Reauthorization Act of 2024 (Public Law 118-63), section 936 (49 U.S.C. § 44801 note).

Consultant warrants that all UAS operations will be conducted in full compliance with all applicable Federal Aviation Administration (FAA) regulations, including but not limited to 14 CFR Part 107, and any other applicable local, state, or Federal laws and regulations.

Sponsors and subgrant recipients cannot use AIP grant funds to enter into, extend, or renew a contract related to covered unmanned aircraft systems (UAS). This includes both procurement and operational contracts, as well as contracts with entities that operate such systems.



## CITY COUNCIL AGENDA REPORT

**DATE:** July 6, 2026  
**DEPARTMENT:** Engineering  
**PREPARED BY:** Kelsey Gelhar  
**AGENDA ITEM NUMBER:** 8.H.

---

### MEETING TYPE

Regular Meeting

### AGENDA ITEM

Approve Final Payment for the Concord Exchange Corridor Improvement Project (City Project No. 2024-01)

### ACTION TO BE CONSIDERED OR DESIRED OUTCOME

Motion to approve Final Payment to Danner, Inc. for the Concord Exchange Corridor Improvement Project (City Project No. 2024-01).

### OVERVIEW

Enclosed is the final payment for the Concord Exchange Corridor Improvement Project (City Project No. 2024-01, SAP 168-160-008). The contractor for the project was Danner, Inc. The amount of this final payment is \$115,296.17, bringing the total construction cost to \$3,968,958.40. The project was successfully constructed in 2024, all punchlist items have been completed, and all close out documents have now been received.

Staff recommends the City Council consider approving the final payment to Danner, Inc. in the amount of \$115,296.17.

### SOURCE OF FUNDS

This project was funded by Municipal State Aid Funds, Tax Increment Funds, Developer Funds, Water Utility, Sanitary Sewer Utility, Storm Sewer Utility, and Special Assessments.

### ATTACHMENTS

1. 202401 Concord Exchange - Final Pay Voucher

Concord Exchange Corridor  
Improvement Project

Final Pay Voucher 9



|                                                                                              |                                                                                         |
|----------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------|
| <b>Client:</b> City of South St Paul<br>125 3rd Avenue North<br>South St Paul, MN 55075-2097 | <b>Contractor:</b> Danner, Inc.<br>843 Hardman Avenue South<br>South St. Paul, MN 55075 |
|----------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------|

|                                    |
|------------------------------------|
| <b>WSB Project No.:</b> 023128-000 |
| <b>Client Project No.:</b>         |
| <b>State Project No.:</b>          |
| <b>Federal Project No.:</b>        |

| Contract Amount   |                | Funds Encumbered |                |
|-------------------|----------------|------------------|----------------|
| Original Contract | \$4,318,309.25 | Original         | \$4,318,309.25 |
| Contract Changes  | \$23,262.00    | Additional       | N/A            |
| Revised Contract  | \$4,341,571.25 | Total            | \$4,318,309.25 |

| Work Certified To Date |                |
|------------------------|----------------|
| Base Bid Items         | \$3,920,122.40 |
| Contract Changes       | \$48,836.00    |
| Material On Hand       | \$0.00         |
| Total                  | \$3,968,958.40 |

| Work Certified<br>This Voucher | Work Certified<br>To Date | Less Amount<br>Retained | Less Previous<br>Payments | Amount Paid<br>This Voucher | Total Amount<br>Paid To Date |
|--------------------------------|---------------------------|-------------------------|---------------------------|-----------------------------|------------------------------|
| \$36,650.00                    | \$3,968,958.40            | \$0.00                  | \$3,853,662.23            | \$115,296.17                | \$3,968,958.40               |
| Percent Retained: 0%           |                           |                         | Percent Complete: 91.42%  |                             |                              |

FINAL PAY VOUCHER

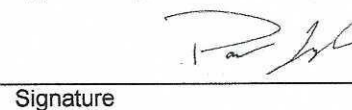
I hereby certify that a Final Examination has been made of the noted Contract, that the Contract has been completed, that the entire amount of Work Shown in this Final Voucher has been performed and the Total Value of the Work Performed in accordance with, and pursuant to, the terms of the Contract is as shown in this Final Voucher.

Approved By Danner, Inc.

  
Signature

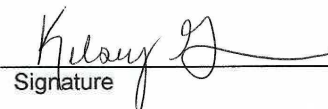
6/30/2026  
Date

Approved By WSB

  
Signature

1/8/2026  
Date

Approved By City of South St Paul

  
Signature

6/30/2026  
Date



| Payment Summary |                 |                            |                             |                         |
|-----------------|-----------------|----------------------------|-----------------------------|-------------------------|
| No.             | Up Through Date | Work Certified Per Voucher | Amount Retained Per Voucher | Amount Paid Per Voucher |
| 1               | 05/08/2024      | \$368,205.31               | \$18,410.27                 | \$349,795.04            |
| 2               | 06/14/2024      | \$632,307.21               | \$31,615.36                 | \$600,691.85            |
| 3               | 07/03/2024      | \$265,095.20               | \$13,254.76                 | \$251,840.44            |
| 4               | 07/31/2024      | \$461,765.51               | \$23,088.27                 | \$438,677.24            |
| 5               | 09/04/2024      | \$494,566.64               | \$24,728.33                 | \$469,838.31            |
| 6               | 10/04/2024      | \$995,491.17               | \$49,774.56                 | \$945,716.61            |
| 7               | 11/20/2024      | \$714,877.36               | \$35,743.87                 | \$679,133.49            |
| 8               | 09/30/2025      | \$0.00                     | (\$117,969.25)              | \$117,969.25            |
| 9               | 01/07/2026      | \$36,650.00                | (\$78,646.17)               | \$115,296.17            |

| Funding Category Name | Work Certified To Date | Less Amount Retained | Less Previous Payments | Amount Paid This Voucher | Total Amount Paid To Date |
|-----------------------|------------------------|----------------------|------------------------|--------------------------|---------------------------|
| local                 | \$2,082,416.04         | \$0.00               | \$2,014,650.72         | \$67,765.32              | \$2,082,416.04            |
| SAP 168-160-008       | \$1,886,542.36         | \$0.00               | \$1,839,011.51         | \$47,530.85              | \$1,886,542.36            |

| Accounting Number | Funding Source | Amount Paid This Voucher | Revised Contract Amount | Funds Encumbered To Date | Paid Contractor To Date |
|-------------------|----------------|--------------------------|-------------------------|--------------------------|-------------------------|
| 1                 | State Aid      | \$47,530.85              | \$2,090,468.25          | \$2,071,756.25           | \$1,886,542.36          |
| 2                 | Local          | \$67,765.32              | \$2,251,103.00          | \$2,246,553.00           | \$2,082,416.04          |

| Contract Item Status |          |                                       |      |             |                   |                       |                     |                  |                |
|----------------------|----------|---------------------------------------|------|-------------|-------------------|-----------------------|---------------------|------------------|----------------|
| Line No.             | Item     | Description                           | Unit | Unit Price  | Contract Quantity | Quantity This Voucher | Amount This Voucher | Quantity To Date | Amount To Date |
| 1                    | 2011.601 | VIBRATION MONITORING                  | LS   | \$50,000.00 | 1                 | 0                     | \$0.00              | 1                | \$50,000.00    |
| 2                    | 2021.501 | MOBILIZATION                          | LS   | \$90,000.00 | 1                 | 0                     | \$0.00              | 1                | \$90,000.00    |
| 3                    | 2021.601 | CONTRACTOR COORDINATION               | L S  | \$25,000.00 | 1                 | 0.5                   | \$12,500.00         | 1                | \$25,000.00    |
| 4                    | 2101.502 | CLEARING                              | EACH | \$325.00    | 40                | 0                     | \$0.00              | 44               | \$14,300.00    |
| 5                    | 2101.502 | GRUBBING                              | EACH | \$70.00     | 40                | 0                     | \$0.00              | 46               | \$3,220.00     |
| 6                    | 2104.502 | REMOVE SIGN                           | EACH | \$27.00     | 73                | 0                     | \$0.00              | 62               | \$1,674.00     |
| 7                    | 2104.502 | SALVAGE SIGN                          | EACH | \$27.00     | 18                | 0                     | \$0.00              | 3                | \$81.00        |
| 8                    | 2104.503 | SAWING CONCRETE PAVEMENT (FULL DEPTH) | L F  | \$6.00      | 500               | 0                     | \$0.00              | 98               | \$588.00       |
| 9                    | 2104.503 | SAWING BIT PAVEMENT (FULL DEPTH)      | L F  | \$4.00      | 2500              | 0                     | \$0.00              | 1935             | \$7,740.00     |
| 10                   | 2104.503 | REMOVE CURB & GUTTER                  | L F  | \$4.00      | 8600              | 0                     | \$0.00              | 8649             | \$34,596.00    |

| Contract Item Status |          |                                            |      |             |                   |                       |                     |                  |                |
|----------------------|----------|--------------------------------------------|------|-------------|-------------------|-----------------------|---------------------|------------------|----------------|
| Line No.             | Item     | Description                                | Unit | Unit Price  | Contract Quantity | Quantity This Voucher | Amount This Voucher | Quantity To Date | Amount To Date |
| 11                   | 2104.503 | REMOVE RETAINING WALL                      | L F  | \$30.00     | 100               | 0                     | \$0.00              | 12               | \$360.00       |
| 12                   | 2104.503 | REMOVE METAL PIPE RAILING                  | L F  | \$15.00     | 50                | 0                     | \$0.00              | 40               | \$600.00       |
| 13                   | 2104.504 | REMOVE CONCRETE DRIVEWAY PAVEMENT          | S Y  | \$5.00      | 2500              | 0                     | \$0.00              | 2231             | \$11,155.00    |
| 14                   | 2104.504 | REMOVE CONCRETE PAVEMENT                   | S Y  | \$5.00      | 260               | 0                     | \$0.00              | 675.5            | \$3,377.50     |
| 15                   | 2104.504 | REMOVE BITUMINOUS DRIVEWAY PAVEMENT        | S Y  | \$4.00      | 1420              | 0                     | \$0.00              | 621              | \$2,484.00     |
| 16                   | 2104.504 | REMOVE BITUMINOUS PAVEMENT                 | S Y  | \$4.00      | 19700             | 0                     | \$0.00              | 17708            | \$70,832.00    |
| 17                   | 2104.518 | REMOVE CONCRETE WALK                       | S F  | \$1.50      | 39900             | 0                     | \$0.00              | 38139            | \$57,208.50    |
| 18                   | 2104.601 | SALVAGE AND REINSTALL LANDSCAPE STRUCTURES | L S  | \$25,000.00 | 1                 | 0                     | \$0.00              | 0                | \$0.00         |
| 19                   | 2104.618 | REMOVE BRICK PAVERS                        | S F  | \$2.00      | 150               | 0                     | \$0.00              | 0                | \$0.00         |
| 20                   | 2106.507 | EXCAVATION - COMMON (P)                    | C Y  | \$18.00     | 5793              | 0                     | \$0.00              | 5793             | \$104,274.00   |
| 21                   | 2106.507 | EXCAVATION - SUBGRADE                      | C Y  | \$18.00     | 600               | 0                     | \$0.00              | 0                | \$0.00         |
| 22                   | 2106.507 | SELECT GRANULAR EMBANKMENT (CV)            | C Y  | \$3.00      | 200               | 0                     | \$0.00              | 0                | \$0.00         |
| 23                   | 2106.507 | STABILIZING AGGREGATE (CV)                 | C Y  | \$18.00     | 600               | 0                     | \$0.00              | 0                | \$0.00         |
| 24                   | 2106.601 | DEWATERING                                 | LS   | \$10.00     | 1                 | 0                     | \$0.00              | 1                | \$10.00        |
| 25                   | 2106.607 | EXCAVATION SPECIAL                         | C Y  | \$3.00      | 200               | 0                     | \$0.00              | 0                | \$0.00         |
| 26                   | 2108.504 | GEOTEXTILE FABRIC TYPE 5                   | S Y  | \$1.40      | 2000              | 0                     | \$0.00              | 0                | \$0.00         |
| 27                   | 2112.519 | SUBGRADE PREPARATION                       | RDST | \$90.00     | 41                | 0                     | \$0.00              | 41               | \$3,690.00     |
| 28                   | 2123.610 | STREET SWEEPER (WITH PICKUP BROOM)         | HOUR | \$240.00    | 200               | 0                     | \$0.00              | 25.75            | \$6,180.00     |
| 29                   | 2123.602 | UTILITY CREW                               | EACH | \$1,000.00  | 10                | 0                     | \$0.00              | 10               | \$10,000.00    |



Concord Exchange Corridor  
Improvement Project

Final Pay Voucher 9



| Contract Item Status |          |                                          |      |              |                   |                       |                     |                  |                |
|----------------------|----------|------------------------------------------|------|--------------|-------------------|-----------------------|---------------------|------------------|----------------|
| Line No.             | Item     | Description                              | Unit | Unit Price   | Contract Quantity | Quantity This Voucher | Amount This Voucher | Quantity To Date | Amount To Date |
| 30                   | 2211.507 | AGGREGATE BASE (CV) CLASS 5 (P)          | C Y  | \$20.00      | 4707              | 0                     | \$0.00              | 4707             | \$94,140.00    |
| 31                   | 2331.603 | JOINT ADHESIVE                           | L F  | \$1.00       | 8900              | 0                     | \$0.00              | 7406             | \$7,406.00     |
| 32                   | 2357.506 | BITUMINOUS MATERIAL FOR TACK COAT        | GAL  | \$1.10       | 1100              | 0                     | \$0.00              | 845              | \$929.50       |
| 33                   | 2360.504 | TYPE SP 9.5 WEAR CRS MIX(2,C) 3.0" THICK | S Y  | \$27.00      | 600               | 0                     | \$0.00              | 1935             | \$52,245.00    |
| 34                   | 2360.509 | TYPE SP 9.5 WEARING COURSE MIX (3,C)     | TON  | \$83.20      | 1900              | 0                     | \$0.00              | 1696.02          | \$141,108.86   |
| 35                   | 2360.509 | TYPE SP 12.5 WEARING COURSE MIX (3,C)    | TON  | \$80.20      | 3170              | 0                     | \$0.00              | 2438.94          | \$195,602.99   |
| 36                   | 2411.502 | CONCRETE STAIRWAY                        | EACH | \$1,250.00   | 2                 | 0                     | \$0.00              | 0                | \$0.00         |
| 37                   | 2502.503 | 6" PERF PVC PIPE DRAIN                   | L F  | \$6.00       | 400               | 0                     | \$0.00              | 31               | \$186.00       |
| 38                   | 2502.602 | 6" PVC PIPE DRAIN CLEANOUT               | EACH | \$100.00     | 8                 | 0                     | \$0.00              | 0                | \$0.00         |
| 39                   | 2504.503 | IRRIGATION SLEEVE - 4" SCH 40 PVC        | L F  | \$12.00      | 4350              | 0                     | \$0.00              | 5416             | \$64,992.00    |
| 40                   | 2504.503 | IRRIGATION SLEEVE - 6" SCH 40 PVC        | L F  | \$42.00      | 350               | 0                     | \$0.00              | 409              | \$17,178.00    |
| 41                   | 2504.601 | IRRIGATION SYSTEM                        | LS   | \$103,500.00 | 1                 | 0.1                   | \$10,350.00         | 1                | \$103,500.00   |
| 42                   | 2504.602 | IRRIGATION SERVICE CONNECTION            | EACH | \$9,500.00   | 2                 | 0                     | \$0.00              | 2                | \$19,000.00    |
| 43                   | 2521.518 | 4" CONCRETE WALK                         | S F  | \$5.50       | 30300             | 0                     | \$0.00              | 29254            | \$160,897.00   |
| 44                   | 2521.518 | 6" CONCRETE WALK                         | S F  | \$11.25      | 5000              | 0                     | \$0.00              | 5189.25          | \$58,379.06    |
| 45                   | 2521.618 | 4" CONCRETE WALK SPECIAL                 | S F  | \$6.50       | 20200             | 0                     | \$0.00              | 19551.25         | \$127,083.13   |
| 46                   | 2521.618 | 6" CONCRETE WALK SPECIAL                 | S F  | \$7.85       | 1800              | 0                     | \$0.00              | 0                | \$0.00         |
| 47                   | 2531.503 | CONCRETE CURB & GUTTER DESIGN B618       | L F  | \$21.10      | 8400              | 0                     | \$0.00              | 7849             | \$165,613.90   |
| 48                   | 2531.504 | 8" CONCRETE DRIVEWAY PAVEMENT            | S Y  | \$94.20      | 1900              | 0                     | \$0.00              | 2115.4           | \$199,270.68   |

Concord Exchange Corridor  
Improvement Project

Final Pay Voucher 9



| Contract Item Status |          |                                         |      |             |                   |                       |                     |                  |                |
|----------------------|----------|-----------------------------------------|------|-------------|-------------------|-----------------------|---------------------|------------------|----------------|
| Line No.             | Item     | Description                             | Unit | Unit Price  | Contract Quantity | Quantity This Voucher | Amount This Voucher | Quantity To Date | Amount To Date |
| 49                   | 2531.602 | CONCRETE MEDIAN NOSE-SPECIAL            | EACH | \$565.00    | 1                 | 0                     | \$0.00              | 1                | \$565.00       |
| 50                   | 2531.618 | TRUNCATED DOMES                         | S F  | \$60.10     | 300               | 0                     | \$0.00              | 316              | \$18,991.60    |
| 51                   | 2540.602 | TRASH RECEPTACLE                        | EACH | \$2,400.00  | 4                 | 0                     | \$0.00              | 4                | \$9,600.00     |
| 52                   | 2540.602 | RECYCLING UNIT                          | EACH | \$2,550.00  | 4                 | 0                     | \$0.00              | 4                | \$10,200.00    |
| 53                   | 2540.602 | BENCH                                   | EACH | \$2,550.00  | 6                 | 0                     | \$0.00              | 6                | \$15,300.00    |
| 54                   | 2563.601 | MODULAR WHEELCHAIR RAMP SYSTEM          | LS   | \$750.00    | 1                 | 0                     | \$0.00              | 1                | \$750.00       |
| 55                   | 2563.601 | TRAFFIC CONTROL                         | LS   | \$40,000.00 | 1                 | 0                     | \$0.00              | 1                | \$40,000.00    |
| 56                   | 2564.502 | INSTALL SIGN                            | EACH | \$18.00     | 18                | 0                     | \$0.00              | 8                | \$144.00       |
| 57                   | 2564.518 | SIGN PANELS TYPE C                      | S F  | \$67.00     | 233               | 0                     | \$0.00              | 216.62           | \$14,513.54    |
| 58                   | 2564.518 | SIGN PANELS TYPE SPECIAL                | S F  | \$67.00     | 15                | 0                     | \$0.00              | 15               | \$1,005.00     |
| 59                   | 2571.502 | DECIDUOUS TREE 2.5" CAL B&B             | EACH | \$580.00    | 48                | 0                     | \$0.00              | 38               | \$22,040.00    |
| 60                   | 2571.502 | ORNAMENTAL TREE 2" CAL B&B              | EACH | \$480.00    | 16                | 0                     | \$0.00              | 16               | \$7,680.00     |
| 61                   | 2571.502 | PERENNIAL 1 GAL CONT                    | EACH | \$24.50     | 931               | 0                     | \$0.00              | 804              | \$19,698.00    |
| 62                   | 2571.525 | DECIDUOUS SHRUB NO. 5 CONT              | EACH | \$63.25     | 319               | 0                     | \$0.00              | 278              | \$17,583.50    |
| 63                   | 2572.503 | TEMPORARY FENCE                         | L F  | \$10.00     | 100               | 0                     | \$0.00              | 0                | \$0.00         |
| 64                   | 2573.501 | STABILIZED CONSTRUCTION EXIT            | LS   | \$500.00    | 1                 | 0                     | \$0.00              | 1                | \$500.00       |
| 65                   | 2573.502 | STORM DRAIN INLET PROTECTION            | EACH | \$185.00    | 100               | 0                     | \$0.00              | 62               | \$11,470.00    |
| 66                   | 2573.503 | SEDIMENT CONTROL LOG TYPE STRAW BIOROLL | L F  | \$2.70      | 4100              | 0                     | \$0.00              | 1676             | \$4,525.20     |
| 67                   | 2573.503 | SILT FENCE, TYPE MS                     | L F  | \$2.30      | 4100              | 0                     | \$0.00              | 959              | \$2,205.70     |



Concord Exchange Corridor  
Improvement Project

Final Pay Voucher 9



| Contract Item Status |          |                                       |      |            |                   |                       |                     |                  |                |
|----------------------|----------|---------------------------------------|------|------------|-------------------|-----------------------|---------------------|------------------|----------------|
| Line No.             | Item     | Description                           | Unit | Unit Price | Contract Quantity | Quantity This Voucher | Amount This Voucher | Quantity To Date | Amount To Date |
| 68                   | 2574.507 | COMMON TOPSOIL BORROW                 | C Y  | \$30.00    | 415               | 0                     | \$0.00              | 704.82           | \$21,144.60    |
| 69                   | 2574.508 | FERTILIZER TYPE 3                     | LB   | \$2.30     | 300               | 0                     | \$0.00              | 158              | \$363.40       |
| 70                   | 2575.504 | ROLLED EROSION PREVENTION CATEGORY 25 | S Y  | \$4.00     | 200               | 0                     | \$0.00              | 0                | \$0.00         |
| 71                   | 2575.505 | SEEDING                               | ACRE | \$4,600.00 | 0.8               | 0                     | \$0.00              | 0.83             | \$3,818.00     |
| 72                   | 2575.508 | SEED MIXTURE 25-151                   | LB   | \$7.50     | 100               | 0                     | \$0.00              | 235              | \$1,762.50     |
| 73                   | 2575.508 | HYDRAULIC MULCH MATRIX                | LB   | \$1.55     | 1800              | 0                     | \$0.00              | 1900             | \$2,945.00     |
| 74                   | 2575.523 | WATER                                 | MGAL | \$65.00    | 80                | 0                     | \$0.00              | 30.8             | \$2,002.00     |
| 75                   | 2575.523 | RAPID STABILIZATION METHOD 3          | MGAL | \$555.00   | 5                 | 0                     | \$0.00              | 0                | \$0.00         |
| 76                   | 2575.607 | MULCH MATERIAL TYPE SPECIAL           | C Y  | \$120.00   | 70                | 0                     | \$0.00              | 60               | \$7,200.00     |
| 77                   | 2582.503 | 4" SOLID LINE PAINT                   | L F  | \$0.45     | 7100              | 0                     | \$0.00              | 6124             | \$2,755.80     |
| 78                   | 2582.503 | 12" SOLID LINE PAINT                  | L F  | \$3.25     | 1100              | 0                     | \$0.00              | 908              | \$2,951.00     |
| 79                   | 2582.503 | 24" SOLID LINE PAINT                  | L F  | \$6.00     | 40                | 0                     | \$0.00              | 33               | \$198.00       |
| 80                   | 2582.503 | 4" BROKEN LINE PAINT                  | L F  | \$0.10     | 3700              | 0                     | \$0.00              | 740              | \$74.00        |
| 81                   | 2582.503 | 4" DBLE SOLID LINE PAINT              | L F  | \$0.60     | 300               | 0                     | \$0.00              | 299              | \$179.40       |
| 82                   | 2104.502 | REMOVE MANHOLE                        | EACH | \$1,000.00 | 1                 | 0                     | \$0.00              | 1                | \$1,000.00     |
| 83                   | 2104.502 | REMOVE CASTING                        | EACH | \$225.00   | 19                | 0                     | \$0.00              | 18               | \$4,050.00     |
| 84                   | 2104.502 | ABANDON MANHOLE                       | EACH | \$250.00   | 1                 | 0                     | \$0.00              | 0                | \$0.00         |
| 85                   | 2104.503 | REMOVE SEWER PIPE (SANITARY)          | L F  | \$28.00    | 40                | 0                     | \$0.00              | 8                | \$224.00       |
| 86                   | 2503.601 | SANITARY SEWER BYPASS PUMPING         | L S  | \$2,000.00 | 1                 | 0                     | \$0.00              | 0                | \$0.00         |

| Contract Item Status |          |                                    |      |            |                   |                       |                     |                  |                |
|----------------------|----------|------------------------------------|------|------------|-------------------|-----------------------|---------------------|------------------|----------------|
| Line No.             | Item     | Description                        | Unit | Unit Price | Contract Quantity | Quantity This Voucher | Amount This Voucher | Quantity To Date | Amount To Date |
| 87                   | 2503.602 | CONNECT TO EXISTING SANITARY SEWER | EACH | \$600.00   | 9                 | 0                     | \$0.00              | 8                | \$4,800.00     |
| 88                   | 2503.602 | 8"X6" PVC WYE                      | EACH | \$700.00   | 3                 | 0                     | \$0.00              | 2                | \$1,400.00     |
| 89                   | 2503.602 | 10"X6" PVC WYE                     | EACH | \$1,500.00 | 3                 | 0                     | \$0.00              | 2                | \$3,000.00     |
| 90                   | 2503.602 | 12"X6" PVC WYE                     | EACH | \$1,600.00 | 1                 | 0                     | \$0.00              | 1                | \$1,600.00     |
| 91                   | 2503.602 | 15"X6" PVC WYE                     | EACH | \$1,600.00 | 2                 | 0                     | \$0.00              | 1                | \$1,600.00     |
| 92                   | 2503.603 | 6" PVC PIPE SEWER                  | L F  | \$18.00    | 400               | 0                     | \$0.00              | 279              | \$5,022.00     |
| 93                   | 2504.604 | POLYSTYRENE INSULATION             | S Y  | \$3.00     | 200               | 0                     | \$0.00              | 10.5             | \$31.50        |
| 94                   | 2506.502 | CASTING ASSEMBLY                   | EACH | \$850.00   | 19                | 0                     | \$0.00              | 18               | \$15,300.00    |
| 95                   | 2506.602 | CHIMNEY SEAL                       | EACH | \$300.00   | 19                | 0                     | \$0.00              | 18               | \$5,400.00     |
| 96                   | 2104.502 | REMOVE GATE VALVE & BOX            | EACH | \$600.00   | 2                 | 0                     | \$0.00              | 3                | \$1,800.00     |
| 97                   | 2104.502 | REMOVE CURB STOP & BOX             | EACH | \$300.00   | 14                | 0                     | \$0.00              | 10               | \$3,000.00     |
| 98                   | 2104.502 | REMOVE HYDRANT                     | EACH | \$775.00   | 9                 | 0                     | \$0.00              | 9                | \$6,975.00     |
| 99                   | 2104.503 | REMOVE WATERMAIN                   | LF   | \$30.00    | 200               | 0                     | \$0.00              | 171              | \$5,130.00     |
| 100                  | 2504.502 | CURB BOX DRIVEWAY CASTING          | EACH | \$300.00   | 4                 | 0                     | \$0.00              | 9                | \$2,700.00     |
| 101                  | 2504.601 | TEMPORARY WATER SERVICE            | LS   | \$1,000.00 | 1                 | 0                     | \$0.00              | 0                | \$0.00         |
| 102                  | 2504.602 | 8" VALVE BOX                       | EACH | \$1,400.00 | 1                 | 0                     | \$0.00              | 4                | \$5,600.00     |
| 103                  | 2504.602 | ADJUST VALVE BOX SPECIAL           | EACH | \$500.00   | 1                 | 0                     | \$0.00              | 5                | \$2,500.00     |
| 104                  | 2504.602 | CONNECT TO EXISTING WATER MAIN     | EACH | \$850.00   | 39                | 0                     | \$0.00              | 10               | \$8,500.00     |
| 105                  | 2504.602 | CONNECT TO EXISTING WATER SERVICE  | EACH | \$600.00   | 20                | 0                     | \$0.00              | 14               | \$8,400.00     |



| Contract Item Status |          |                                 |      |            |                   |                       |                     |                  |                |
|----------------------|----------|---------------------------------|------|------------|-------------------|-----------------------|---------------------|------------------|----------------|
| Line No.             | Item     | Description                     | Unit | Unit Price | Contract Quantity | Quantity This Voucher | Amount This Voucher | Quantity To Date | Amount To Date |
| 106                  | 2504.602 | HYDRANT                         | EACH | \$6,100.00 | 9                 | 0                     | \$0.00              | 7                | \$42,700.00    |
| 107                  | 2504.602 | ADJUST GATE VALVE & BOX         | EACH | \$700.00   | 8                 | 0                     | \$0.00              | 8                | \$5,600.00     |
| 108                  | 2504.602 | 6" GATE VALVE & BOX             | EACH | \$2,500.00 | 18                | 0                     | \$0.00              | 5                | \$12,500.00    |
| 109                  | 2504.602 | 8" GATE VALVE & BOX             | EACH | \$2,700.00 | 3                 | 0                     | \$0.00              | 4                | \$10,800.00    |
| 110                  | 2504.602 | ADJUST CURB STOP                | EACH | \$300.00   | 4                 | 0                     | \$0.00              | 4                | \$1,200.00     |
| 111                  | 2504.602 | 1" CURB STOP & BOX              | EACH | \$900.00   | 7                 | 0                     | \$0.00              | 7                | \$6,300.00     |
| 112                  | 2504.602 | 2" CURB STOP & BOX              | EACH | \$1,500.00 | 3                 | 0                     | \$0.00              | 0                | \$0.00         |
| 113                  | 2504.603 | 1" TYPE K COPPER PIPE           | L F  | \$120.00   | 70                | 0                     | \$0.00              | 39               | \$4,680.00     |
| 114                  | 2504.603 | 2" TYPE K COPPER PIPE           | L F  | \$145.00   | 30                | 0                     | \$0.00              | 6                | \$870.00       |
| 115                  | 2504.603 | 6" WATERMAIN DUCTILE IRON CL 52 | L F  | \$60.00    | 500               | 0                     | \$0.00              | 436              | \$26,160.00    |
| 116                  | 2504.603 | 8" WATERMAIN DUCTILE IRON CL 52 | L F  | \$67.00    | 200               | 0                     | \$0.00              | 85               | \$5,695.00     |
| 117                  | 2504.608 | DUCTILE IRON FITTINGS           | LB   | \$16.00    | 3200              | 0                     | \$0.00              | 791              | \$12,656.00    |
| 118                  | 2506.502 | ADJUST FRAME & RING CASTING     | EACH | \$700.00   | 7                 | 0                     | \$0.00              | 5                | \$3,500.00     |
| 119                  | 2506.602 | CHIMNEY SEAL                    | EACH | \$300.00   | 4                 | 0                     | \$0.00              | 4                | \$1,200.00     |
| 120                  | 2104.502 | REMOVE CASTING                  | EACH | \$300.00   | 1                 | 0                     | \$0.00              | 1                | \$300.00       |
| 121                  | 2104.502 | REMOVE DRAINAGE STRUCTURE       | EACH | \$350.00   | 41                | 0                     | \$0.00              | 40               | \$14,000.00    |
| 122                  | 2104.502 | ABANDON MANHOLE                 | EACH | \$900.00   | 1                 | 0                     | \$0.00              | 1                | \$900.00       |
| 123                  | 2104.503 | REMOVE SEWER PIPE (STORM)       | L F  | \$14.00    | 2000              | 0                     | \$0.00              | 1500             | \$21,000.00    |
| 124                  | 2104.603 | ABANDON STORM SEWER             | L F  | \$20.00    | 300               | 0                     | \$0.00              | 0                | \$0.00         |

| Contract Item Status |          |                                                  |      |            |                   |                       |                     |                  |                |
|----------------------|----------|--------------------------------------------------|------|------------|-------------------|-----------------------|---------------------|------------------|----------------|
| Line No.             | Item     | Description                                      | Unit | Unit Price | Contract Quantity | Quantity This Voucher | Amount This Voucher | Quantity To Date | Amount To Date |
| 125                  | 2451.603 | AGGREGATE BEDDING                                | L F  | \$5.00     | 200               | 0                     | \$0.00              | 0                | \$0.00         |
| 126                  | 2503.503 | 12" PVC PIPE SEWER                               | L F  | \$400.00   | 24                | 0                     | \$0.00              | 20               | \$8,000.00     |
| 127                  | 2503.503 | 12" RC PIPE SEWER DES 3006 CL V                  | L F  | \$54.00    | 1477              | 0                     | \$0.00              | 1720             | \$92,880.00    |
| 128                  | 2503.503 | 15" RC PIPE SEWER DES 3006 CL V                  | L F  | \$60.00    | 1127              | 0                     | \$0.00              | 1114             | \$66,840.00    |
| 129                  | 2503.503 | 21" RC PIPE SEWER DES 3006 CL III                | L F  | \$75.00    | 206               | 0                     | \$0.00              | 206              | \$15,450.00    |
| 130                  | 2503.503 | 24" RC PIPE SEWER DES 3006 CL III                | L F  | \$80.00    | 364               | 0                     | \$0.00              | 379              | \$30,320.00    |
| 131                  | 2503.603 | 12" HDPE PIPE SEWER                              | L F  | \$75.00    | 23                | 0                     | \$0.00              | 20               | \$1,500.00     |
| 132                  | 2506.502 | ADJUST FRAME AND RING CASTING                    | EACH | \$600.00   | 1                 | 0                     | \$0.00              | 1                | \$600.00       |
| 133                  | 2506.502 | CONSTRUCT DRAINAGE STRUCTURE DESIGN SPEC (2'X3') | EACH | \$1,900.00 | 15                | 0                     | \$0.00              | 15               | \$28,500.00    |
| 134                  | 2506.502 | CASTING ASSEMBLY                                 | EACH | \$875.00   | 44                | 0                     | \$0.00              | 53               | \$46,375.00    |
| 135                  | 2506.502 | CONSTRUCT DRAINAGE STRUCTURE DESIGN SPEC 1       | EACH | \$6,500.00 | 1                 | 0                     | \$0.00              | 1                | \$6,500.00     |
| 136                  | 2506.502 | CONSTRUCT DRAINAGE STRUCTURE DESIGN SPEC 2       | EACH | \$7,600.00 | 1                 | 0                     | \$0.00              | 1                | \$7,600.00     |
| 137                  | 2506.503 | CONSTRUCT DRAINAGE STRUCTURE DESIGN 48-4020      | L F  | \$675.00   | 163               | 0                     | \$0.00              | 160.23           | \$108,155.25   |
| 138                  | 2506.503 | CONSTRUCT DRAINAGE STRUCTURE DESIGN 60-4020      | LF   | \$865.00   | 33                | 0                     | \$0.00              | 37.67            | \$32,584.55    |
| 139                  | 2506.602 | CHIMNEY SEAL                                     | EACH | \$300.00   | 5                 | 0                     | \$0.00              | 2                | \$600.00       |
| 140                  | 2506.602 | CONNECT INTO EXISTING DRAINAGE STRUCTURE         | EACH | \$1,500.00 | 2                 | 0                     | \$0.00              | 3                | \$4,500.00     |
| 141                  | 2506.602 | CONNECT INTO EXISTING STORM SEWER                | EACH | \$800.00   | 10                | 0                     | \$0.00              | 8                | \$6,400.00     |
| 142                  | 2104.502 | REMOVE LIGHTING UNIT                             | EACH | \$300.00   | 69                | 0                     | \$0.00              | 69               | \$20,700.00    |
| 143                  | 2104.502 | REMOVE LIGHT FOUNDATION                          | EACH | \$300.00   | 65                | 0                     | \$0.00              | 65               | \$19,500.00    |



| Contract Item Status |          |                                    |      |            |                   |                       |                     |                  |                |
|----------------------|----------|------------------------------------|------|------------|-------------------|-----------------------|---------------------|------------------|----------------|
| Line No.             | Item     | Description                        | Unit | Unit Price | Contract Quantity | Quantity This Voucher | Amount This Voucher | Quantity To Date | Amount To Date |
| 144                  | 2104.502 | REMOVE SERVICE CABINET             | EACH | \$550.00   | 1                 | 0                     | \$0.00              | 2                | \$1,100.00     |
| 145                  | 2545.502 | LIGHT FOUNDATION DESIGN E-MODIFIED | EACH | \$1,310.00 | 52                | 0                     | \$0.00              | 52               | \$68,120.00    |
| 146                  | 2545.502 | LIGHTING UNIT TYPE SPECIAL 1       | EACH | \$6,010.00 | 36                | 1                     | \$6,010.00          | 37               | \$222,370.00   |
| 147                  | 2545.502 | LIGHTING UNIT TYPE SPECIAL 2       | EACH | \$4,210.00 | 20                | 0                     | \$0.00              | 20               | \$84,200.00    |
| 148                  | 2545.502 | SERVICE CABINET -TYPE L1           | EACH | \$9,010.00 | 3                 | 0                     | \$0.00              | 3                | \$27,030.00    |
| 149                  | 2545.502 | SERVICE EQUIPMENT                  | EACH | \$2,510.00 | 3                 | 0                     | \$0.00              | 3                | \$7,530.00     |
| 150                  | 2545.502 | EQUIPMENT PAD B                    | EACH | \$1,510.00 | 3                 | 0                     | \$0.00              | 3                | \$4,530.00     |
| 151                  | 2545.502 | HANDHOLE                           | EACH | \$3,510.00 | 19                | 0                     | \$0.00              | 13               | \$45,630.00    |
| 152                  | 2545.503 | 1.5" NON-METALLIC CONDUIT          | L F  | \$4.50     | 6100              | 0                     | \$0.00              | 6234             | \$28,053.00    |
| 153                  | 2545.503 | UNDERGROUND WIRE 1/C 8 AWG         | L F  | \$1.15     | 20900             | 0                     | \$0.00              | 19095            | \$21,959.25    |
| 154                  | 2101.502 | CLEARING                           | EACH | \$350.00   | 20                | 0                     | \$0.00              | 20               | \$7,000.00     |
| 155                  | 2101.502 | GRUBBING                           | EACH | \$100.00   | 20                | 0                     | \$0.00              | 20               | \$2,000.00     |
| 156                  | 2104.502 | REMOVE BOLLARDS                    | EACH | \$200.00   | 37                | 0                     | \$0.00              | 37               | \$7,400.00     |
| 157                  | 2104.502 | REMOVE PLANTER                     | EACH | \$100.00   | 6                 | 0                     | \$0.00              | 6                | \$600.00       |
| 158                  | 2104.502 | REMOVE SIGN                        | EACH | \$25.00    | 10                | 0                     | \$0.00              | 8                | \$200.00       |
| 159                  | 2104.502 | REMOVE HANDHOLE                    | EACH | \$125.00   | 5                 | 0                     | \$0.00              | 4                | \$500.00       |
| 160                  | 2104.502 | SALVAGE SIGN                       | EACH | \$25.00    | 9                 | 0                     | \$0.00              | 0                | \$0.00         |
| 161                  | 2104.503 | REMOVE CURB & GUTTER               | L F  | \$6.00     | 110               | 0                     | \$0.00              | 0                | \$0.00         |
| 162                  | 2104.503 | REMOVE RETAINING WALL              | L F  | \$50.00    | 160               | 0                     | \$0.00              | 145              | \$7,250.00     |

| Contract Item Status |          |                                    |      |             |                   |                       |                     |                  |                |
|----------------------|----------|------------------------------------|------|-------------|-------------------|-----------------------|---------------------|------------------|----------------|
| Line No.             | Item     | Description                        | Unit | Unit Price  | Contract Quantity | Quantity This Voucher | Amount This Voucher | Quantity To Date | Amount To Date |
| 163                  | 2104.504 | REMOVE CONCRETE DRIVEWAY PAVEMENT  | S Y  | \$5.00      | 1050              | 0                     | \$0.00              | 119              | \$595.00       |
| 164                  | 2104.504 | REMOVE CONCRETE PAVEMENT           | S Y  | \$5.00      | 130               | 0                     | \$0.00              | 0                | \$0.00         |
| 165                  | 2104.518 | REMOVE CONCRETE WALK               | S F  | \$2.00      | 1010              | 0                     | \$0.00              | 500              | \$1,000.00     |
| 166                  | 2104.618 | REMOVE BRICK PAVERS                | S F  | \$2.00      | 15000             | 0                     | \$0.00              | 15324            | \$30,648.00    |
| 167                  | 2504.503 | IRRIGATION SLEEVE - 4" SCH 40 PVC  | L F  | \$12.00     | 650               | 0                     | \$0.00              | 990              | \$11,880.00    |
| 168                  | 2504.503 | IRRIGATION SLEEVE - 6" SCH 40 PVC  | L F  | \$42.00     | 50                | 0                     | \$0.00              | 0                | \$0.00         |
| 169                  | 2504.601 | IRRIGATION SYSTEM                  | LS   | \$25,000.00 | 1                 | 0                     | \$0.00              | 1                | \$25,000.00    |
| 170                  | 2504.602 | IRRIGATION SERVICE CONNECTION      | EACH | \$9,500.00  | 2                 | 0                     | \$0.00              | 2                | \$19,000.00    |
| 171                  | 2521.518 | 4" CONCRETE WALK                   | S F  | \$6.60      | 9600              | 0                     | \$0.00              | 10111.25         | \$66,734.25    |
| 172                  | 2521.618 | 4" CONCRETE WALK SPECIAL           | S F  | \$7.75      | 7500              | 0                     | \$0.00              | 2662.75          | \$20,636.31    |
| 173                  | 2521.618 | 6" CONCRETE WALK SPECIAL           | S F  | \$14.65     | 700               | 0                     | \$0.00              | 714.5            | \$10,467.43    |
| 174                  | 2531.503 | CONCRETE CURB & GUTTER DESIGN B612 | L F  | \$35.00     | 50                | 0                     | \$0.00              | 59               | \$2,065.00     |
| 175                  | 2531.503 | CONCRETE CURB & GUTTER DESIGN B618 | L F  | \$35.00     | 60                | 0                     | \$0.00              | 68               | \$2,380.00     |
| 176                  | 2531.504 | 8" CONCRETE DRIVEWAY PAVEMENT      | S Y  | \$100.00    | 120               | 0                     | \$0.00              | 120              | \$12,000.00    |
| 177                  | 2531.618 | TRUNCATED DOMES                    | S F  | \$65.00     | 50                | 0                     | \$0.00              | 48.5             | \$3,152.50     |
| 178                  | 2540.602 | TRASH RECEPTACLE                   | EACH | \$2,400.00  | 8                 | 0                     | \$0.00              | 4                | \$9,600.00     |
| 179                  | 2540.602 | RECYCLING UNIT                     | EACH | \$2,550.00  | 8                 | 0                     | \$0.00              | 4                | \$10,200.00    |
| 180                  | 2540.602 | PLANTER                            | EACH | \$70,400.00 | 1                 | 0.1                   | \$7,040.00          | 1                | \$70,400.00    |
| 181                  | 2540.602 | BENCH                              | EACH | \$2,550.00  | 3                 | 0                     | \$0.00              | 3                | \$7,650.00     |



| Contract Item Status |          |                             |      |             |                   |                       |                     |                  |                       |
|----------------------|----------|-----------------------------|------|-------------|-------------------|-----------------------|---------------------|------------------|-----------------------|
| Line No.             | Item     | Description                 | Unit | Unit Price  | Contract Quantity | Quantity This Voucher | Amount This Voucher | Quantity To Date | Amount To Date        |
| 182                  | 2540.602 | RELOCATE MAIL BOX           | EACH | \$200.00    | 2                 | 0                     | \$0.00              | 0                | \$0.00                |
| 183                  | 2540.602 | ENTRANCE MONUMENT           | EACH | \$65,000.00 | 2                 | 0                     | \$0.00              | 2                | \$130,000.00          |
| 184                  | 2564.502 | INSTALL SIGN                | EACH | \$210.00    | 9                 | 0                     | \$0.00              | 5                | \$1,050.00            |
| 185                  | 2564.518 | SIGN PANELS TYPE C          | S F  | \$68.00     | 29                | 0                     | \$0.00              | 18               | \$1,224.00            |
| 186                  | 2571.502 | DECIDUOUS TREE 2.5" CAL B&B | EACH | \$585.00    | 16                | 0                     | \$0.00              | 24               | \$14,040.00           |
| 187                  | 2571.502 | ORNAMENTAL TREE 2" CAL B&B  | EACH | \$480.00    | 10                | 0                     | \$0.00              | 10               | \$4,800.00            |
| 188                  | 2571.502 | PERENNIAL 1 GAL CONT        | EACH | \$28.00     | 281               | 0                     | \$0.00              | 219              | \$6,132.00            |
| 189                  | 2571.525 | CONIFEROUS SHRUB NO 5 COUNT | SHRB | \$80.00     | 64                | 0                     | \$0.00              | 64               | \$5,120.00            |
| 190                  | 2571.525 | DECIDUOUS SHRUB NO. 5 CONT  | EACH | \$65.00     | 219               | 0                     | \$0.00              | 219              | \$14,235.00           |
| 191                  | 2575.603 | LANDSCAPE EDGING            | L F  | \$25.00     | 60                | 30                    | \$750.00            | 30               | \$750.00              |
| 192                  | 2575.607 | MULCH MATERIAL TYPE SPECIAL | C Y  | \$115.00    | 15                | 0                     | \$0.00              | 15               | \$1,725.00            |
| <b>Bid Totals:</b>   |          |                             |      |             |                   |                       | <b>\$36,650.00</b>  |                  | <b>\$3,920,122.40</b> |

| Project Category Totals                                                          |  |  |  | Amount This Voucher | Amount To Date |
|----------------------------------------------------------------------------------|--|--|--|---------------------|----------------|
| Category                                                                         |  |  |  |                     |                |
| SCHEDULE A - SURFACE IMPROVEMENTS                                                |  |  |  | \$22,850.00         | \$2,147,067.36 |
| SCHEDULE B - SANITARY SEWER IMPROVEMENTS                                         |  |  |  | \$0.00              | \$43,427.50    |
| SCHEDULE C - WATERMAIN IMPROVEMENTS                                              |  |  |  | \$0.00              | \$178,466.00   |
| SCHEDULE D - DRAINAGE IMPROVEMENTS                                               |  |  |  | \$0.00              | \$493,004.80   |
| SCHEDULE E - STREET LIGHTING IMPROVEMENTS                                        |  |  |  | \$6,010.00          | \$550,722.25   |
| SCHEDULE F - STREETScape IMPROVEMENTS (GRANDE AVENUE AND CONCORD EXCHANGE NORTH) |  |  |  | \$7,790.00          | \$507,434.49   |

| Contract Change Item Status |        |          |          |               |       |            |                   |                       |                     |                  |                |
|-----------------------------|--------|----------|----------|---------------|-------|------------|-------------------|-----------------------|---------------------|------------------|----------------|
| CC                          | CC No. | Line No. | Item     | Description   | Units | Unit Price | Contract Quantity | Quantity This Voucher | Amount This Voucher | Quantity To Date | Amount To Date |
| CO                          | 1      | 193      | 2504.602 | 8"X6" WET TAP | EACH  | \$4,550.00 | 1                 | 0                     | \$0.00              | 7                | \$31,850.00    |

**Contract Change Item Status**

| CC                             | CC No. | Line No. | Item     | Description                     | Units | Unit Price | Contract Quantity | Quantity This Voucher | Amount This Voucher | Quantity To Date | Amount To Date     |
|--------------------------------|--------|----------|----------|---------------------------------|-------|------------|-------------------|-----------------------|---------------------|------------------|--------------------|
| CO                             | 1      | 194      | 2301.504 | CONCRETE PAVEMENT 8" HIGH-EARLY | S Y   | \$19.50    | 400               | 0                     | \$0.00              | 201              | \$3,919.50         |
| CO                             | 1      | 195      | 2104.504 | REMOVE BITUMINOUS PATH PAVEMENT | S Y   | \$7.75     | 1408              | 0                     | \$0.00              | 1686             | \$13,066.50        |
| <b>Contract Change Totals:</b> |        |          |          |                                 |       |            |                   |                       | <b>\$0.00</b>       |                  | <b>\$48,836.00</b> |

**Contract Change Totals**

| No. | Contract Change | Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | Amount This Voucher | Amount To Date |
|-----|-----------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|----------------|
| 1   | CO              | <p>In accordance with the terms of this Contract, you are hereby authorized and instructed to perform the work as altered by the following provisions.</p> <p>The Engineer in concurrence with the City of South St. Paul, agree that removing an existing asphalt layer beneath the existing brick walk is necessary to install the new aggregate base layer. When removing the brick sidewalk, an unforeseen layer of asphalt was beneath the existing brick. In order to install the new aggregate base layer for the proposed 4" concrete walk, the asphalt layer is required to be removed.</p> <p>The Engineer in concurrence with the City of South St. Paul, agree that using hi-early concrete is necessary to accommodate local business traffic using their driveway for access within 72 hours.</p> <p>The Engineer in concurrence with the City of South St. Paul, agree that wet taping a 6" watermain gate valve is more favorable then cutting in a new gate valve.</p> <p>This work will be considered "Contract Revisions" as provided for by Specification 1402. Payment for this work will be at negotiated unit prices. All invoices will be kept in the Engineers file.</p> | \$0.00              | \$48,836.00    |

**Material On Hand Additions**

| Line No. | Item | Description | Date | Added | Comments |
|----------|------|-------------|------|-------|----------|
|          |      |             |      |       |          |

**Material On Hand Balance**

| Line No. | Item | Description | Date | Added | Used | Remaining |
|----------|------|-------------|------|-------|------|-----------|
|          |      |             |      |       |      |           |



# CITY COUNCIL AGENDA REPORT

**DATE:** July 6, 2026  
**DEPARTMENT:** Engineering  
**PREPARED BY:** Kelsey Gelhar  
**AGENDA ITEM NUMBER:** 8.I.

---

## MEETING TYPE

Regular Meeting

## AGENDA ITEM

Authorize Execution of Grant Agreement with the Metropolitan Council for Various Inflow and Infiltration Projects

## ACTION TO BE CONSIDERED OR DESIRED OUTCOME

Motion to approve Resolution No. 2026-078 RESOLUTION AUTHORIZING EXECUTION OF GRANT AGREEMENT BETWEEN THE METROPOLITAN COUNCIL AND THE CITY OF SOUTH ST. PAUL FOR VARIOUS INFLOW AND INFILTRATION PROJECTS

## OVERVIEW

The 2023 Metropolitan Council Municipal I/I Grant Program offers \$12 million in funding for grants to implement capital improvements to reduce inflow and infiltration in municipal wastewater collection systems. On January 25, 2024, the city applied to the Metropolitan Council for the 2023 I/I Grant Program. The application included the sanitary sewer lining on the 7th Avenue South Reconstruction project, the lining completed with the Marie Avenue Reconstruction Project, and casting replacements on Concord Exchange. On February 5, 2024, the city received notification from the Metropolitan Council that its application was successful, making it eligible to participate in the grant program. All eligible work was completed between January 1, 2024, and December 31, 2025.

Metropolitan Council determines the actual participation levels of eligible applicants and allocates grant funds accordingly. On Monday, June 15, 2026, staff received the end grant agreement prepared by the Metropolitan Council for South St. Paul's involvement in the program. The City completed approximately \$405,415.00 of eligible work. The reimbursement amount calculated by the Metropolitan Council is \$115,955.00. The City Council will need to authorize the execution of the grant agreement in order to be reimbursed from the Metropolitan Council. Funding from the grant program will allow the City to reduce the project expenditures from the City's Sanitary Sewer Utility fund.

## SOURCE OF FUNDS

Metropolitan Council I/I Grant Funds cover the amount in the end grant agreement. Sanitary Sewer Utility funds were used to cover the other costs.

## ATTACHMENTS

1. Resolution 2026-078 - Auth Execution II Grant Agreement
2. South St. Paul\_2023IIIGA

City of South St. Paul  
Dakota County, Minnesota

**RESOLUTION NO. 2026-078**

**RESOLUTION AUTHORIZING EXECUTION OF GRANT AGREEMENT BETWEEN  
THE METROPOLITAN COUNCIL AND THE CITY OF SOUTH ST. PAUL FOR  
VARIOUS INFLOW AND INFILTRATION PROJECTS**

**WHEREAS**, the Minnesota State Legislature appropriated \$12,000,000 in general obligation (GO) bond funds administered by Metropolitan Council Environmental Services (MCES) for grants to municipalities to reduce inflow and infiltration (I/I) in their public infrastructure system;

**AND WHEREAS**, staff applied for the 2023 MCES I/I Grant Program and received approval to participate in the grant program;

**AND WHEREAS**, the final grant agreement was prepared by MCES after receipt of the required grant submittals;

**AND WHEREAS**, the City Council will need to authorize execution of the grant agreement in order to be reimbursed from MCES;

**AND WHEREAS**, funding from the grant program will allow the City to reduce the expenditures from the City's sanitary sewer enterprise funds for the projects in the application;

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of South St. Paul, Minnesota, the City is authorized to enter into and execute a Grant Agreement with the MCES for the participation in and the administration of the Grant Program, subject to final review by the City Attorney.

Adopted this 6<sup>th</sup> day of July 2026.

---

City Clerk

---

**General Obligation Bond Proceeds**

**Grant Agreement - End Grant**  
**for the**  
**City of South St. Paul Sanitary Sewer System**  
**Improvement Project**  
**under the**

**Municipal Publicly Owned Infrastructure**  
**Inflow and Infiltration Grant Program**

---

## **TABLE OF CONTENTS**

### **RECITALS**

#### **Article I - DEFINITIONS**

##### **Section 1.01 – Defined Terms**

#### **Article II - GRANT**

##### **Section 2.01 – Grant of Monies**

##### **Section 2.02 – Public Ownership**

##### **Section 2.03 – Use of Grant Proceeds**

##### **Section 2.04 – Operation of the Real Property and Facility**

##### **Section 2.05 – Public Entity Representations and Warranties**

##### **Section 2.06 – Ownership by Leasehold or Easement**

##### **Section 2.07 – Event(s) of Default**

##### **Section 2.08 – Remedies**

##### **Section 2.09 – Notification of Event of Default**

##### **Section 2.10 – Survival of Event of Default**

##### **Section 2.11 – Term of Grant Agreement**

##### **Section 2.12 – Modification and/or Early Termination of Grant**

##### **Section 2.13 – Excess funds**

#### **Article III – USE CONTRACTS [NOT USED IN THIS AGREEMENT]**

The provisions of Article III are not applicable to this Agreement.

#### **Article IV – SALE**

##### **Section 4.01 – Sale**

##### **Section 4.02 – Proceeds of a Sale**

#### **Article V – COMPLIANCE WITH G.O. COMPLIANCE LEGISLATION AND THE COMMISSIONER’S ORDER**

##### **Section 5.01 – State Bond Financed Property**

##### **Section 5.02 – Preservation of Tax Exempt Status**

##### **Section 5.03 – Changes to G.O. Compliance Legislation or the Commissioner’s Order**

#### **Article VI – DISBURSEMENT OF GRANT PROCEEDS**

##### **Section 6.01– Disbursement of Grant**

##### **Section 6.02 – Conditions Precedent to Disbursement of Grant**

#### **Article VII- MISCELLANEOUS**

##### **Section 7.01 – Insurance**

##### **Section 7.02 – Condemnation**

##### **Section 7.03 – Use, Maintenance, Repair and Alterations**

##### **Section 7.04 – Records Keeping and Reporting**

##### **Section 7.05 – Inspections by State Entity**



Section 7.06 – Data Practices  
Section 7.07 – Non-Discrimination  
Section 7.08 – Worker’s Compensation  
Section 7.09 – Antitrust Claims  
Section 7.10 – Review of Plans and Cost Estimates [Not used in this Agreement]  
Section 7.11 – Prevailing Wages  
Section 7.12 – Liability  
Section 7.13 – Indemnification by the Public Entity  
Section 7.14 – Relationship of the Parties  
Section 7.15 – Notices  
Section 7.16 – Binding Effect and Assignment or Modification  
Section 7.17 – Waiver  
Section 7.18 – Entire Agreement  
Section 7.19 – Choice of Law and Venue  
Section 7.20 – Severability  
Section 7.21 – Time of Essence  
Section 7.22 – Counterparts  
Section 7.23 – Matching Funds  
Section 7.24 – Source and Use of Funds  
Section 7.25 – Third-Party Beneficiary  
Section 7.26 – Public Entity Tasks  
Section 7.27 – State Entity and Commissioner  
Required Acts and Approvals.  
Section 7.28 – Applicability to Real Property and Facility  
Section 7.29 – E-Verification  
Section 7.30 – Additional Requirements

Attachment I – DECLARATION

Attachment II – LEGAL DESCRIPTION OF REAL PROPERTY

Attachment III – SOURCE AND USE OF FUNDS

Attachment IV – GRANT APPLICATION



**General Obligation Bond Proceeds**  
**Grant Agreement SG-21314 – End Grant**  
**for the**  
**City of South St. Paul Sanitary Sewer System Improvement Project**  
**under the**  
**2023 Municipal Publicly Owned Infrastructure Inflow and Infiltration Grant**  
**Program**

**THIS AGREEMENT** shall be effective as of May 1<sup>st</sup>, 2026, and is between the City of South St. Paul, a Minnesota Municipal Corporation (the “Public Entity”), and the Metropolitan Council (the “State Entity”).

**RECITALS**

A. The State Entity has created and is operating a Municipal Publicly Owned Infrastructure Inflow and Infiltration Grant Program (the “State Program”) under the authority granted by Minn. Stat. § 473.5491 and all rules related to such legislation (the “State Program Enabling Legislation”).

B. Under the State Program, the State Entity is authorized to provide grants that are funded with proceeds of state general obligation bonds authorized to be issued under Article XI, § 5(a) of the Minnesota Constitution.

C. Under the State Program the recipients of a grant must use such funds to perform those functions delineated in the State Program Enabling Legislation.

D. The Public Entity submitted, if applicable, a grant application to the State Entity in which the Public Entity requests a grant from the State Program the proceeds of which will be used for the purposes delineated in such grant application.

E. The Public Entity has applied to and been selected by the State Entity for a receipt of a grant from the State Program in an amount of \$115,955.00 (the “Program Grant”), the proceeds must be used by the Public Entity to perform those functions and activities imposed by the State Entity under the State Program and, if applicable, delineated in that certain grant application (the “Grant Application”) attached hereto as **Attachment V** that the Public Entity submitted to the State Entity.

F. Under the provisions contained in Minnesota Laws 2023, chapter 72, article 1, section 17, subdivision 2., the Public Entity has been given the authority to perform those functions and activities required of it under the State Program and, if applicable, delineated in Grant Application attached hereto as **Attachment V** that the Public Entity submitted to the State Entity.

G. The Public Entity’s receipt and use of the Program Grant to acquire an ownership interest in and/or improve real property (the “Real Property”) and, if applicable, structures situated

thereon (the “Facility”) will cause the Public Entity’s ownership interest in all of such real property and structures to become “state bond financed property”, as such term is used in Minn. Stat. § 16A.695 (the “G.O. Compliance Legislation”) and in that certain “Fourth Order Amending Order of the Commissioner of Finance Relating to Use and Sale of State Bond Financed Property” executed by the Commissioner of Minnesota Management and Budget and dated July 30, 2012, as amended (the “Commissioner’s Order”), even though such funds may only be a portion of the funds being used to acquire such ownership interest and/or improve such real property and structures and that such funds may be used to only acquire such ownership interest and/or improve a part of such real property and structures.

H. The Public Entity and the State Entity desire to set forth herein the provisions relating to the granting and disbursement of the proceeds of the Program Grant to the Public Entity and the operation of the Real Property and, if applicable, Facility.

**IN CONSIDERATION** of the grant described and other provisions in this Agreement, the parties to this Agreement agree as follows.

## **Article I DEFINITIONS**

Section 1.01 **Defined Terms.** As used in this Agreement, the following terms shall have the meanings set out respectively after each such term (the meanings to be equally applicable to both the singular and plural forms of the terms defined), unless the context specifically indicates otherwise:

“Agreement” - means this General Obligation Bond Proceeds Grant Agreement - End Grant for the City of South St. Paul Sanitary Sewer System Improvement Project under the 2023 Municipal Publicly Owned Infrastructure Inflow and Infiltration Grant Program, as such exists on its original date and any amendments, modifications or restatements thereof.

“Approved Debt” – means public or private debt of the Public Entity that is consented to and approved, in writing, by the Commissioner of MMB, the proceeds of which were or will used to acquire an ownership interest in or improve the Real Property and, if applicable, Facility, other than the debt on the G.O. Bonds. Approved Debt includes, but is not limited to, all debt delineated in **Attachment III** to this Agreement; provided, however, the Commissioner of MMB is not bound by any amounts delineated in such attachment unless he/she has consented, in writing, to such amounts.

“Code” - means the Internal Revenue Code of 1986, as amended from time to time, and all treasury regulations, revenue procedures and revenue rulings issued pursuant thereto.

“Commissioner of MMB” - means the commissioner of Minnesota Management and Budget, and any designated representatives thereof.

“Commissioner’s Order” - means the “Fourth Order Amending Order of the Commissioner of Finance Relating to Use and Sale of State Bond Financed Property”

executed by the Commissioner of Minnesota Management and Budget and dated July 30, 2012, as amended.

“Counterparty” - means any entity with which the Public Entity contracts under a Use Contract. *This definition is only needed and only applies if the Public Entity enters into an agreement with another party under which such other party will operate the Real Property, and if applicable, Facility. For all other circumstances this definition is not needed and should be ignored and treated as if it were left blank, and any reference to this term in this Agreement shall be ignored and treated as if the reference did not exist.*

“Declaration” - means a declaration, or declarations, in the form contained in **Attachment I** to this Agreement and all amendments thereto, indicating that the Public Entity’s ownership interest in the Real Property and, if applicable, Facility is bond financed property within the meaning of the G.O. Compliance Legislation and is subject to certain restrictions imposed thereby.

“Event of Default” - means one or more of those events delineated in Section 2.07.

“Facility”, if applicable, - means City of South St. Paul sanitary sewer collection system, which is located, or will be constructed and located, on the Real Property and all equipment that is a part thereof that was purchased with the proceeds of the Program Grant.

“Fair Market Value” – means either (i) the price that would be paid by a willing and qualified buyer to a willing and qualified seller as determined by an appraisal that assumes that all liens and encumbrances on the property being sold that negatively affect the value of such property, will be paid and released, or (ii) the price bid by a purchaser under a public bid procedure after reasonable public notice, with the proviso that all liens and encumbrances on the property being sold that negatively affect the value of such property, will be paid and released at the time of acquisition by the purchaser.

“G.O. Bonds” - means that portion of the state general obligation bonds issued under the authority granted in Article XI, § 5(a) of the Minnesota Constitution the proceeds of which are used to fund the Program Grant and any bonds issued to refund or replace such bonds.

“G.O. Compliance Legislation” - means Minn. Stat. § 16A.695, as it may be amended, modified or replaced from time to time unless such amendment, modification or replacement imposes an unconstitutional impairment of a contract right.

“Grant Application” – means that certain grant application attached hereto as **Attachment IV** that the Public Entity submitted to the State Entity. *This definition is only needed and only applies if the Public Entity submitted a grant application to the State Entity. If the Public Entity did not submit a grant application to the State Entity, then this definition is not needed and should be ignored and treated as if it were left blank, and any reference to this term in this Agreement shall be ignored and treated as if the reference did not exist.*

“Initial Acquisition and Betterment Costs” – means the cost to acquire the Public Entity’s ownership interest in the Real Property and, if applicable, Facility if the Public Entity does not already possess the required ownership interest, and the costs of betterments of the Real Property and, if applicable, Facility; provided, however, the Commissioner of MMB is not bound by any specific amount of such alleged costs unless he/she has consented, in writing, to such amount.

“Leased/Easement Premises” - means the real estate and structures, if any, that are leased to the Public Entity under a Real Property/Facility Lease or granted to the Public Entity under an easement. *This definition is only needed and only applies if the Public Entity’s ownership interest in the Real Property, the Facility, if applicable, or both, is by way of a leasehold interest under a Real Property/Facility Lease or by way of an easement. For all other circumstances this definition is not needed and should be ignored and treated as if it were left blank, and any reference to this term in this Agreement shall be ignored and treated as if the reference did not exist.*

“Lessor/Grantor” – means the fee owner/lessor or grantor of the Leased/Easement Premises. *This definition is only needed and only applies if the Public Entity’s ownership interest in the Real Property, the Facility, if applicable, or both, is by way of a leasehold interest under a Real Property/Facility Lease or by way of an easement. For all other circumstances this definition is not needed and should be ignored and treated as if it were left blank, and any reference to this term in this Agreement shall be ignored and treated as if the reference did not exist.*

“Outstanding Balance of the Program Grant” – means the portion of the Program Grant that has been disbursed to or on behalf of the Public Entity minus any portion thereof previously paid back to the Commissioner of MMB.

“Ownership Value”, if any – means the value, if any, of the Public Entity’s ownership interest in the Real Property and, if applicable, Facility that existed concurrent with the Public Entity’s execution of this Agreement. Such value shall be established by way of an appraisal or by such other manner as may be acceptable to the State Entity and the Commissioner of MMB. The parties hereto agree and acknowledge that such value is \$405,415.00 or Not Applicable; provided, however, the Commissioner of MMB is not bound by any inserted dollar amount unless he/she has consented, in writing, to such amount. If no dollar amount is inserted and the blank “Not Applicable” is not checked, a rebuttable presumption that the Ownership Value is \$0.00 shall be created. *(The blank “Not Applicable” should only be selected and checked when a portion of the funds delineated in **Attachment III** attached hereto are to be used to acquire the Public Entity’s ownership interest in the Real Property and, if applicable, Facility, and in such event the value of such ownership interest should be shown in **Attachment III** and not in this definition for Ownership Value).*

“Program Grant” - means a grant of monies from the State Entity to the Public Entity in the amount identified as the “Program Grant” in Recital E to this Agreement, as the amount thereof may be modified under the provisions contained herein.

“Project” – means the Public Entity’s acquisition, if applicable, of the ownership interests in the Real Property and, if applicable, Facility denoted in Section 2.02 along with the performance of the activities denoted in Section 2.03. *(If the Public Entity is not using any portion of the Program Grant to acquire the ownership interest denoted in Section 2.02, then this definition for Project shall not include the acquisition of such ownership interest, and the value of such ownership interest shall not be included in **Attachment III** hereto and instead shall be included in the definition for Ownership Value under this Section.)*

“Public Entity” - means the entity identified as the “Public Entity” in the lead-in paragraph of this Agreement.

“Real Property” - means the real property located in the County of Dakota, State of Minnesota, legally described in **Attachment II** to this Agreement.

“Real Property/Facility Lease” - means a long term lease of the Real Property, the Facility, if applicable, or both by the Public Entity as lessee thereunder. *This definition is only needed and only applies if the Public Entity’s ownership interest in the Real Property, the Facility, if applicable, or both, is a leasehold interest under a lease. For all other circumstances this definition is not needed and should be ignored and treated as if it were left blank, and any reference to this term in this Agreement shall be ignored and treated as if the reference did not exist.*

“State Entity” - means the entity identified as the “State Entity” in the lead-in paragraph of this Agreement.

“State Program” – means the program delineated in the State Program Enabling Legislation.

“State Program Enabling Legislation” – means the legislation contained in the Minnesota statute(s) delineated in Recital A and all rules related to such legislation.

“Subsequent Betterment Costs” – means the costs of betterments of the Real Property and, if applicable, Facility that occur subsequent to the date of this Agreement, are not part of the Project, would qualify as a public improvement of a capital nature (as such term in used in Minn. Constitution Art. XI, §5(a) of the Minnesota Constitution), and the cost of which has been established by way of written documentation that is acceptable to and approved, in writing, by the State Entity and the Commissioner of MMB.

“Use Contract” - means a lease, management contract or other similar contract between the Public Entity and any other entity that involves or relates to any part of the Real Property and/or, if applicable, Facility. *This definition is only needed and only applies if the Public Entity enters into an agreement with another party under which such other party will operate the Real Property, and/or if applicable, Facility. For all other circumstances this definition is not needed and should be ignored and treated as if it were left blank, and any reference to this term in this Agreement shall be ignored and treated as if the reference did not exist.*

“Useful Life of the Real Property and, if applicable, Facility” – means the term set forth in Section 2.05.V, which was derived as follows: (i) 30 years for Real Property that has no structure situated thereon or if any structures situated thereon will be removed, and no new structures will be constructed thereon, (ii) the remaining useful life of the Facility as of the effective date of this Agreement for Facilities that are situated on the Real Property as of the date of this Agreement, that will remain on the Real Property, and that will not be bettered, or (iii) the useful life of the Facility after the completion of the construction or betterments for Facilities that are to be constructed or bettered.

## Article II GRANT

Section 2.01 **Grant of Monies.** The State Entity shall make and issue the Program Grant to the Public Entity and disburse the proceeds in accordance with the provisions of this Agreement. The Program Grant is not intended to be a loan even though the portion thereof that is disbursed may need to be returned to the State Entity or the Commissioner of MMB under certain circumstances.

Section 2.02 **Public Ownership.** The Public Entity acknowledges and agrees that the Program Grant is being funded with the proceeds of G.O. Bonds, and as a result thereof all of the Real Property and, if applicable, Facility must be owned by one or more public entities. Such ownership may be in the form of fee ownership, a Real Property/Facility Lease, or an easement. In order to establish that this public ownership requirement is satisfied, the Public Entity represents and warrants to the State Entity that it has, or will acquire, the following ownership interests in the Real Property and, if applicable, Facility, and, in addition, that it possess, or will possess, all easements necessary for the operation, maintenance and management of the Real Property and, if applicable, Facility in the manner specified in Section 2.04:

(Check the appropriate box for the Real Property and, if applicable, for the Facility.)

Ownership Interest in the Real Property.

- ☐ Fee simple ownership of the Real Property.
- ☐ A Real Property/Facility Lease for the Real Property that complies with the requirements contained in Section 2.06.  
(If the term of the Real Property/Facility Lease is for a term authorized by a Minnesota statute, rule or session law, then insert the citation: \_\_\_\_\_.)
- ☒ An easement for the Real Property that complies with the requirements contained in Section 2.06.  
(If the term of the easement is for a term authorized by a Minnesota statute, rule or session law, then insert the citation: \_\_\_\_\_.)

Ownership Interest in, if applicable, the Facility.

- ☐ Fee simple ownership of the Facility.
- ☐ A Real Property/Facility Lease for the Facility that complies with all of the requirements contained in Section 2.06.  
(If the term of the Real Property/Facility Lease is for a term authorized by a Minnesota statute, rule or session law, then insert the citation: \_\_\_\_\_.)
- ☐ Not applicable because there is no Facility.

**Section 2.03 Use of Grant Proceeds.** The Public Entity shall use the Program Grant solely to reimburse itself for expenditures it has already made, or will make, in the performance of the following activities, and may not use the Program Grant for any other purpose.

(Check all appropriate boxes.)

- ☐ Acquisition of fee simple title to the Real Property.
- ☐ Acquisition of a leasehold interest in the Real Property.
- ☐ Acquisition of an easement for the Real Property.
- ☐ Improvement of the Real Property.
- ☐ Acquisition of fee simple title to the Facility.
- ☐ Acquisition of a leasehold interest in the Facility.
- ☐ Construction of the Facility.
- ☐ Renovation of the Facility.
- ☒ Sanitary Sewer System Improvements  
(Describe other or additional purposes.)

**Section 2.04 Operation of the Real Property and Facility.** The Real Property and, if applicable, Facility must be used by the Public Entity or the Public Entity must cause such Real Property and, if applicable, Facility to be used, for those purposes required by the State Program and in accordance with the information contained in the Grant Application, or for such other

purposes and uses as the Minnesota legislature may from time to time designate, and for no other purposes or uses.

The Public Entity may enter into Use Contracts with Counterparties for the operation of all or any portion of the Real Property and, if applicable, Facility; provided that all such Use Contracts must have been approved, in writing, by the Commissioner of MMB and fully comply with all of the provisions contained in Sections 3.01, 3.02 and 3.03.

The Public Entity must, whether it is operating the Real Property and, if applicable, Facility or has contracted with a Counterparty under a Use Contract to operate all or any portion of the Real Property and, if applicable, Facility, annually determine that the Real Property and, if applicable, Facility is being used for the purpose required by this Agreement, and shall annually supply a statement, sworn to before a notary public, to such effect to the State Entity and the Commissioner of MMB.

For those programs, if any, that the Public Entity will directly operate on all or any portion of the Real Property and, if applicable, Facility, the Public Entity covenants with and represents and warrants to the State Entity that: (i) it has the ability and a plan to fund such programs, (ii) it has demonstrated such ability by way of a plan that it submitted to the State Entity, and (iii) it will annually adopt, by resolution, a budget for the operation of such programs that clearly shows that forecast program revenues along with other funds available for the operation of such program will be equal to or greater than forecast program expenses for each fiscal year, and will supply to the State Entity and the Commissioner of MMB certified copies of such resolution and budget.

For those programs, if any, that will be operated on all or any portion of the Real Property and, if applicable, Facility by a Counterparty under a Use Contract, the Public Entity covenants with and represents and warrants to the State Entity that: (i) it will not enter into such Use Contract unless the Counterparty has demonstrated that it has the ability and a plan to fund such program, (ii) it will require the Counterparty to provide an initial program budget and annual program budgets that clearly show that forecast program revenues along with other funds available for the operation of such program (from all sources) will be equal to or greater than forecast program expenses for each fiscal year, (iii) it will promptly review all submitted program budgets to determine if such budget clearly and accurately shows that the forecast program revenues along with other funds available for the operation of such program (from all sources) will be equal to or greater than forecast program expenses for each fiscal year, (iv) it will reject any program budget that it believes does not accurately reflect forecast program revenues or expenses or does not show that forecast program revenues along with other funds available for the operation of such program (from all sources) will be equal to or greater than forecast program expenses, and require the Counterparty to prepare and submit a revised program budget, and (v) upon receipt of a program budget that it believes accurately reflects forecast program revenues and expenses and that shows that forecast program revenues along with other funds available for the operation of such program (from all sources) will be equal to or greater than forecast program expenses, it will approve such budget by resolution and supply to the State Entity and the Commissioner of MMB certified copies of such resolution and budget.



Section 2.05 **Public Entity Representations and Warranties.** The Public Entity further covenants with, and represents and warrants to the State Entity as follows:

A. It has legal authority to enter into, execute, and deliver this Agreement, the Declaration, and all documents referred to herein, and it has taken all actions necessary to its execution and delivery of such documents.

B. It has legal authority to use the Program Grant for the purpose or purposes described in the State Program Enabling Legislation.

C. It has legal authority to operate the State Program and the Real Property and, if applicable, Facility for the purposes required by the State Program and for the functions and activities proposed in the Grant Application.

D. This Agreement, the Declaration, and all other documents referred to herein are the legal, valid and binding obligations of the Public Entity enforceable against the Public Entity in accordance with their respective terms.

E. It will comply with all of the terms, conditions, provisions, covenants, requirements, and warranties in this Agreement, the Declaration, and all other documents referred to herein.

F. It will comply with all of the provisions and requirements contained in and imposed by the G.O. Compliance Legislation, the Commissioner's Order, and the State Program.

G. It has made no material false statement or misstatement of fact in connection with its receipt of the Program Grant, and all of the information it has submitted or will submit to the State Entity or Commissioner of MMB relating to the Program Grant or the disbursement of any of the Program Grant is and will be true and correct.

H. It is not in violation of any provisions of its charter or of the laws of the State of Minnesota, and there are no actions, suits, or proceedings pending, or to its knowledge threatened, before any judicial body or governmental authority against or affecting it relating to the Real Property and, if applicable, Facility, or its ownership interest therein, and it is not in default with respect to any order, writ, injunction, decree, or demand of any court or any governmental authority which would impair its ability to enter into this Agreement, the Declaration, or any document referred to herein, or to perform any of the acts required of it in such documents.

I. Neither the execution and delivery of this Agreement, the Declaration, or any document referred to herein nor compliance with any of the terms, conditions, requirements, or provisions contained in any of such documents is prevented by, is a breach of, or will result in a breach of, any term, condition, or provision of any agreement or document to which it is now a party or by which it is bound.

J. The contemplated use of the Real Property and, if applicable, Facility will not violate any applicable zoning or use statute, ordinance, building code, rule or regulation, or any covenant or agreement of record relating thereto.

K. The Project has been or will be completed in full compliance with all applicable laws, statutes, rules, ordinances, and regulations issued by any federal, state, or local political subdivisions having jurisdiction over the Project.

L. All applicable licenses, permits and bonds required for the performance and completion of the Project have been, or will be, obtained.

M. All applicable licenses, permits and bonds required for the operation of the Real Property and, if applicable, Facility in the manner specified in Section 2.04 have been, or will be, obtained.

N. It will operate, maintain, and manage the Real Property and, if applicable, Facility or cause the Real Property and, if applicable, Facility, to be operated, maintained and managed in compliance with all applicable laws, statutes, rules, ordinances, and regulations issued by any federal, state, or local political subdivisions having jurisdiction over the Real Property and, if applicable, Facility.

O. It will fully enforce the terms and conditions contained in any Use Contract.

P. It has complied with the matching funds requirement, if any, contained in Section 7.23.

Q. It will not, without the prior written consent of the State Entity and the Commissioner of MMB, allow any voluntary lien or encumbrance or involuntary lien or encumbrance that can be satisfied by the payment of monies and which is not being actively contested to be created or exist against the Public Entity's ownership interest in the Real Property or, if applicable, Facility, or the Counterparty's interest in the Use Contract, whether such lien or encumbrance is superior or subordinate to the Declaration. Provided, however, the State Entity and the Commissioner of MMB will consent to any such lien or encumbrance that secures the repayment of a loan the repayment of which will not impair or burden the funds needed to operate the Real Property and, if applicable, Facility in the manner specified in Section 2.04, and for which the entire amount is used (i) to acquire additional real estate that is needed to so operate the Real Property and, if applicable, Facility in accordance with the requirements imposed under Section 2.04 and will be included in and as part of the Public Entity's ownership interest in the Real Property and, if applicable, Facility, and/or (ii) to pay for capital improvements that are needed to so operate the Real Property and, if applicable, Facility in accordance with the requirements imposed under Section 2.04.

R. It reasonably expects to possess the ownership interest in the Real Property and, if applicable, Facility described Section 2.02 for the entire Useful Life of the Real Property and, if applicable, Facility, and it does not expect to sell such ownership interest.

S. It does not reasonably expect to receive payments under a Use Contract in excess of the amount the Public Entity needs and is authorized to use to pay the operating expenses of the portion of the Real Property and, if applicable, Facility that is the subject of the Use Contract or to pay the principal, interest, redemption premiums, and other expenses on any Approved Debt.

T. It will supply, or cause to be supplied, whatever funds are needed above and beyond the amount of the Program Grant to complete and fully pay for the Project.

U. It has or will promptly record a fully executed Declaration with the appropriate governmental office and deliver a copy thereof to the State Entity and to Minnesota Management and Budget (attention: Capital Projects Manager) that contains all of the recording information.

V. The Useful Life of the Real Property and, if applicable, Facility is \_\_\_\_ years.

W. It shall furnish such satisfactory evidence regarding the representations and warranties described herein as may be required and requested by either the State Entity or the Commissioner of MMB.

**Section 2.06 Ownership by Leasehold or Easement.** *This Section shall only apply if the Public Entity's ownership interest in the Real Property, the Facility, if applicable, or both is by way of a Real Property/Facility Lease or an easement. For all other circumstances this Section is not needed and should be ignored and treated as if it were left blank, and any reference to this Section in this Agreement shall be ignored and treated as if the reference did not exist.*

A. A Real Property/Facility Lease or easement must comply with the following provisions.

1. It must be in form and contents acceptable to the Commissioner of MMB, and specifically state that it may not be modified, restated, amended, changed in any way, or prematurely terminated or cancelled without the prior written consent and authorization by the Commissioner of MMB.

2. It must be for a term that is equal to or greater than 125% of the Useful Life of the Real Property and, if applicable, Facility, or such other period of time specifically authorized by a Minnesota statute, rule or session law.

3. Any payments to be made under it by the Public Entity, whether designated as rent or in any other manner, must be by way of a single lump sum payment that is due and payable on the date that it is first made and entered into.

4. It must not contain any requirements or obligations of the Public Entity that if not complied with could result in a termination thereof.

5. It must contain a provision that provides sufficient authority to allow the Public Entity to operate the Real Property and, if applicable, Facility in accordance with the requirements imposed under Section 2.04.

6. It must not contain any provisions that would limit or impair the Public Entity's operation of the Real Property and, if applicable, Facility in accordance with the requirements imposed under Section 2.04.

7. It must contain a provision that prohibits the Lessor/Grantor from creating or allowing, without the prior written consent of the State Entity and the Commissioner of MMB, any voluntary lien or encumbrance or involuntary lien or encumbrance that can be satisfied by the payment of monies and which is not being actively contested against the Leased/Easement Premises or the Lessor's/Grantor's interest in the Real Property/Facility Lease or easement, whether such lien or encumbrance is superior or subordinate to the Declaration. Provided, however, the State Entity and the Commissioner of MMB will consent to any such lien or encumbrance if the holder of such lien or encumbrance executes and files of record a document under which such holder subordinates such lien or encumbrance to the Real Property/Facility Lease or easement and agrees that upon foreclosure of such lien or encumbrance to be bound by and comply with all of the terms, conditions and covenants contained in the Real Property/Facility Lease or easement as if such holder had been an original Lessor/Grantor under the Real Property/Facility Lease or easement.

8. It must acknowledge the existence of this Agreement and contain a provision that the terms, conditions and provisions contained in this Agreement shall control over any inconsistent or contrary terms, conditions and provisions contained in the Real Property/Facility Lease or easement.

9. It must provide that any use restrictions contained therein only apply as long as the Public Entity is the lessee under the Real Property/Facility Lease or grantee under the easement, and that such use restrictions will terminate and not apply to any successor lessee or grantee who purchases the Public Entity's ownership interest in the Real Property/Facility Lease or easement. Provided, however, it may contain a provisions that limits the construction of any new structures on the Real Property or modifications of any existing structures on the Real Property without the written consent of Lessor/Grantor, which will apply to any such successor lessee or grantee.

10. It must allow for a transfer thereof in the event that the lessee under the Real Property/Lease or grantee under the easement makes the necessary determination to sell its interest therein, and allow such interest to be transferred to the purchaser of such interest.

11. It must contain a provision that prohibits and prevents the sale of the underlying fee interest in the Real Property and, if applicable, Facility without first obtaining the written consent of the Commissioner of MMB.

12 The Public Entity must be the lessee under the Real Property/Lease or grantee under the easement.

B. The provisions contained in this Section are not intended to and shall not prevent the Public Entity from including additional provisions in the Real Property/Facility Lease or easement that are not inconsistent with or contrary to the requirements contained in this Section.

C. The expiration of the term of a Real Property/Facility Lease or easement shall not be an event that requires the Public Entity to reimburse the State Entity for any portion of the Program Grant, and upon such expiration the Public Entity's ownership interest in the Real Property and, if applicable, Facility shall no longer be subject to this Agreement.

D. The Public Entity shall fully and completely comply with all of the terms, conditions and provisions contained in a Real Property/Facility Lease or easement, and shall obtain and file, in the Office of the County Recorder or the Registrar of Titles, whichever is applicable, the Real Property/Facility Lease or easement or a short form or memorandum thereof.

**Section 2.07 Event(s) of Default.** The following events shall, unless waived in writing by the State Entity and the Commissioner of MMB, constitute an Event of Default under this Agreement upon either the State Entity or the Commissioner of MMB giving the Public Entity 30 days written notice of such event and the Public Entity's failure to cure such event during such 30 day time period for those Events of Default that can be cured within 30 days or within whatever time period is needed to cure those Events of Default that cannot be cured within 30 days as long as the Public Entity is using its best efforts to cure and is making reasonable progress in curing such Events of Default, however, in no event shall the time period to cure any Event of Default exceed 6 months unless otherwise consented to, in writing, by the State Entity and the Commissioner of MMB.

A. If any representation, covenant, or warranty made by the Public Entity in this Agreement, in any other document furnished pursuant to this Agreement, or in order to induce the State Entity to disburse any of the Program Grant, shall prove to have been untrue or incorrect in any material respect or materially misleading as of the time such representation, covenant, or warranty was made.

B. If the Public Entity fails to fully comply with any provision, term, condition, covenant, or warranty contained in this Agreement, the Declaration, or any other document referred to herein.

C. If the Public Entity fails to fully comply with any provision, term, condition, covenant, or warranty contained in the G.O. Compliance Legislation, the Commissioner's Order, or the State Program Enabling Legislation.

D. If the Public Entity fails to provide and expend the full amount of the matching funds, if any, required under Section 7.23 for the Project.

E. If the Public Entity fails to record the Declaration and deliver copies thereof as set forth in Section 2.05.U.

Notwithstanding the foregoing, any of the above delineated events that cannot be cured shall, unless waived in writing by the State Entity and the Commissioner of MMB, constitute an Event of Default under this Agreement immediately upon either the State Entity or the Commissioner of MMB giving the Public Entity written notice of such event.

Section 2.08 **Remedies.** Upon the occurrence of an Event of Default and at any time thereafter until such Event of Default is cured to the satisfaction of the State Entity, the State Entity or the Commissioner of MMB may enforce any or all of the following remedies.

A. The State Entity may refrain from disbursing the Program Grant; provided, however, the State Entity may make such disbursements after the occurrence of an Event of Default without thereby waiving its rights and remedies hereunder.

B. If the Event of Default involves a failure to comply with any of the provisions contained herein other than the provisions contained in Sections 4.01 or 4.02, then the Commissioner of MMB, as a third party beneficiary of this Agreement, may demand that the Outstanding Balance of the Program Grant be returned to it, and upon such demand the Public Entity shall return such amount to the Commissioner of MMB.

C. If the Event of Default involves a failure to comply with the provisions contained in Sections 4.01 or 4.02, then the Commissioner of MMB, as a third party beneficiary of this Agreement, may demand that the Public Entity pay the amounts that would have been paid if there had been full and complete compliance with such provisions, and upon such demand the Public Entity shall pay such amount to the Commissioner of MMB.

D. Either the State Entity or the Commissioner of MMB, as a third party beneficiary of this Agreement, may enforce any additional remedies they may have in law or equity.

The rights and remedies herein specified are cumulative and not exclusive of any rights or remedies that the State Entity or the Commissioner of MMB would otherwise possess.

If the Public Entity does not repay the amounts required to be paid under this Section or under any other provision contained in this Agreement within 30 days of demand by the Commissioner of MMB, or any amount ordered by a court of competent jurisdiction within 30 days of entry of judgment against the Public Entity and in favor of the State Entity and/or the Commissioner of MMB, then such amount may, unless precluded by law, be taken from or off-set against any aids or other monies that the Public Entity is entitled to receive from the State of Minnesota.

Section 2.09 **Notification of Event of Default.** The Public Entity shall furnish to the State Entity and the Commissioner of MMB, as soon as possible and in any event within 7 days after it has obtained knowledge of the occurrence of each Event of Default or each event which

with the giving of notice or lapse of time or both would constitute an Event of Default, a statement setting forth details of each Event of Default or event which with the giving of notice or upon the lapse of time or both would constitute an Event of Default and the action which the Public Entity proposes to take with respect thereto.

**Section 2.10 Survival of Event of Default.** This Agreement shall survive any and all Events of Default and remain in full force and effect even upon the payment of any amounts due under this Agreement, and shall only terminate in accordance with the provisions contained in Section 2.12 and at the end of its term in accordance with the provisions contained in Section 2.11.

**Section 2.11 Term of Grant Agreement.** This Agreement shall, unless earlier terminated in accordance with any of the provisions contained herein, remain in full force and effect for the time period starting on the effective date hereof and ending on the date that corresponds to the date established by adding a time period equal to 125% of Useful Life of the Real Property and, if applicable, Facility to the date on which the Real Property and, if applicable, Facility is first used for the operation of the State Program after such effective date. If there are no uncured Events of Default as of such date this Agreement shall terminate and no longer be of any force or effect, and the Commissioner of MMB shall execute whatever documents are needed to release the Real Property and, if applicable, Facility from the effect of this Agreement and the Declaration.

**Section 2.12 Modification and/or Early Termination of Grant.** If the full amount of the Program Grant has not been disbursed on or before the date that is 5 years from the effective date of this Agreement, or such later date to which the Public Entity and the State Entity may agree in writing, then the State Entity's obligation to fund the Program Grant shall terminate. In such event, (i) if none of the Program Grant has been disbursed by such date then the State Entity's obligation to fund any portion of the Program Grant shall terminate and this Agreement shall terminate and no longer be of any force or effect, and (ii) if some but not all of the Program Grant has been disbursed by such date then the State Entity shall have no further obligation to provide any additional funding for the Program Grant and this Agreement shall remain in full force and effect but shall be modified and amended to reflect the amount of the Program Grant that was actually disbursed as of such date.

This Agreement shall also terminate and no longer be of any force or effect upon the Public Entity's sale of its ownership interest in the Real Property and, if applicable, Facility in accordance with the provisions contained in Section 4.01 and transmittal of all or a portion of the proceeds of such sale to the Commissioner of MMB in compliance with the provisions contained in Section 4.02, or upon the termination of Public Entity's ownership interest in the Real Property and, if applicable, Facility if such ownership interest is by way of an easement or under a Real Property/Facility Lease. Upon such termination the State Entity shall execute, or have executed, and deliver to the Public Entity such documents as are required to release the Public Entity's ownership interest in the Real Property and, if applicable, Facility, from the effect of this Agreement and the Declaration.

**Section 2.13 Excess Funds.** If the full amount of the Program Grant and any matching funds referred to in Section 7.23 are not needed to complete the Project, then, unless language in

the State Program Enabling Legislation indicates otherwise, the Program Grant shall be reduced by the amount not needed.

### **Article III USE CONTRACTS**

**The contents of Article III have been deliberately omitted from this Agreement.**

### **Article IV SALE**

Section 4.01 **Sale.** The Public Entity shall not sell any part of its ownership interest in the Real Property and, if applicable, Facility unless all of the following provisions have been complied with fully.

A. The Public Entity determines, by official action, that such ownership interest is no longer usable or needed for the operation of the State Program, which such determination may be based on a determination that the portion of the Real Property or, if applicable, Facility to which such ownership interest applies is no longer suitable or financially feasible for such purpose.

B. The sale is made as authorized by law.

C. The sale is for Fair Market Value.

D. The written consent of the Commissioner of MMB has been obtained.

The acquisition of the Public Entity's ownership interest in the Real Property and, if applicable, Facility at a foreclosure sale, by acceptance of a deed-in-lieu of foreclosure, or enforcement of a security interest in personal property used in the operation thereof, by a lender that has provided monies for the acquisition of the Public Entity's ownership interest in or betterment of the Real Property and, if applicable, Facility shall not be considered a sale for the purposes of this Agreement if after such acquisition the lender operates such portion of the Real Property and, if applicable, Facility in a manner which is not inconsistent with the requirements imposed under Section 2.04 and the lender uses its best efforts to sell such acquired interest to a third party for Fair Market Value. The lender's ultimate sale or disposition of the acquired interest in the Real Property and, if applicable, Facility shall be deemed to be a sale for the purposes of this Agreement, and the proceeds thereof shall be disbursed in accordance with the provisions contained in Section 4.02.

The Public Entity may participate in any public auction of its ownership interest in the Real Property and, if applicable, Facility and bid thereon; provided that the Public Entity agrees that if it is the successful purchaser it will not use any part of the Real Property or, if applicable, Facility for the State Program.



**Section 4.02 Proceeds of a Sale.** Upon the sale of the Public Entity's ownership interest in the Real Property and, if applicable, Facility the proceeds thereof after the deduction of all costs directly associated and incurred in conjunction with such sale and such other costs that are approved, in writing, by the Commissioner of MMB, but not including the repayment of any debt associated with the Public Entity's ownership interest in the Real Property and, if applicable, Facility, shall be disbursed in the following manner and order.

A. The first distribution shall be to the Commissioner of MMB in an amount equal to the Outstanding Balance of the Program Grant, and if the amount of such net proceeds shall be less than the amount of the Outstanding Balance of the Program Grant then all of such net proceeds shall be distributed to the Commissioner of MMB.

B. The remaining portion, after the distribution specified in Section 4.02.A, shall be distributed to (i) pay in full any outstanding Approved Debt, (ii) reimburse the Public Entity for its Ownership Value, and (iii) to pay interested public and private entities, other than any such entity that has already received the full amount of its contribution (such as the State Entity under Section 4.02.A and the holders of Approved Debt paid under this Section 4.02.B), the amount of money that such entity contributed to the Initial Acquisition and Betterment Costs and the Subsequent Betterment Costs. If such remaining portion is not sufficient to reimburse interested public and private entities for the full amount that such entities contributed to the acquisition or betterment of the Real Property and, if applicable, Facility, then the amount available shall be distributed as such entities may agree in writing, and if such entities cannot agree by an appropriately issued court order.

C. The remaining portion, after the distributions specified in Sections 4.02.A and B, shall be divided and distributed to the State Entity, the Public Entity, and any other public and private entity that contributed funds to the Initial Acquisition and Betterment Costs and the Subsequent Betterment Costs, other than lenders who supplied any of such funds, in proportion to the contributions that the State Entity, the Public Entity, and such other public and private entities made to the acquisition and betterment of the Real Property and, if applicable, Facility as such amounts are part of the Ownership Value, Initial Acquisition and Betterment Costs, and Subsequent Betterment Costs.

The distribution to the State Entity shall be made to the Commissioner of MMB, and the Public Entity may direct its distribution to be made to any other entity including, but not limited to, a Counterparty.

All amounts to be disbursed under this Section 4.02 must be consented to, in writing, by the Commissioner of MMB, and no such disbursements shall be made without such consent.

The Public Entity shall not be required to pay or reimburse the State Entity or the Commissioner of MMB for any funds above and beyond the full net proceeds of such sale, even if such net proceeds are less than the amount of the Outstanding Balance of the Program Grant.

## **Article V**

## **COMPLIANCE WITH G.O. COMPLIANCE LEGISLATION AND THE COMMISSIONER'S ORDER**

Section 5.01 **State Bond Financed Property.** The Public Entity and the State Entity acknowledge and agree that the Public Entity's ownership interest in the Real Property and, if applicable, Facility is, or when acquired by the Public Entity will be, "state bond financed property", as such term is used in the G.O. Compliance Legislation and the Commissioner's Order, and, therefore, the provisions contained in such statute and order apply, or will apply, to the Public Entity's ownership interest in the Real Property and, if applicable, Facility and any Use Contracts relating thereto.

Section 5.02 **Preservation of Tax Exempt Status.** In order to preserve the tax-exempt status of the G.O. Bonds, the Public Entity agrees as follows:

A. It will not use the Real Property or, if applicable, Facility, or use or invest the Program Grant or any other sums treated as "bond proceeds" under Section 148 of the Code including "investment proceeds," "invested sinking funds," and "replacement proceeds," in such a manner as to cause the G.O. Bonds to be classified as "arbitrage bonds" under Section 148 of the Code.

B. It will deposit into and hold all of the Program Grant that it receives under this Agreement in a segregated non-interest bearing account until such funds are used for payments for the Project in accordance with the provisions contained herein.

C. It will, upon written request, provide the Commissioner of MMB all information required to satisfy the informational requirements set forth in the Code including, but not limited to, Sections 103 and 148 thereof, with respect to the G.O. Bonds.

D. It will, upon the occurrence of any act or omission by the Public Entity or any Counterparty, that could cause the interest on the G.O. Bonds to no longer be tax exempt and upon direction from the Commissioner of MMB, take such actions and furnish such documents as the Commissioner of MMB determines to be necessary to ensure that the interest to be paid on the G.O. Bonds is exempt from federal taxation, which such action may include either: (i) compliance with proceedings intended to classify the G.O. Bonds as a "qualified bond" within the meaning of Section 141(e) of the Code, (ii) changing the nature or terms of the Use Contract so that it complies with Revenue Procedure 97-13, as amended by Rev. Proc 2016-44 and Rev. Proc. 2017-13, or (iii) changing the nature of the use of the Real Property or, if applicable, Facility so that none of the net proceeds of the G.O. Bonds will be used, directly or indirectly, in an "unrelated trade or business" or for any "private business use" (within the meaning of Sections 141(b) and 145(a) of the Code), or (iv) compliance with other Code provisions, regulations, or revenue procedures which amend or supersede the foregoing.

E. It will not otherwise use any of the Program Grant, including earnings thereon, if any, or take or permit to or cause to be taken any action that would adversely affect the exemption from federal income taxation of the interest on the G.O. Bonds, nor omit to take

any action necessary to maintain such tax exempt status, and if it should take, permit, omit to take, or cause to be taken, as appropriate, any such action, it shall take all lawful actions necessary to rescind or correct such actions or omissions promptly upon having knowledge thereof.

**Section 5.03 Changes to G.O. Compliance Legislation or the Commissioner's Order.**

In the event that the G.O. Compliance Legislation or the Commissioner's Order is amended in a manner that reduces any requirement imposed against the Public Entity, or if the Public Entity's ownership interest in the Real Property or, if applicable, Facility is exempt from the G.O. Compliance Legislation and the Commissioner's Order, then upon written request by the Public Entity the State Entity shall enter into and execute an amendment to this Agreement to implement herein such amendment to or exempt the Public Entity's ownership interest in the Real Property and, if applicable, Facility from the G.O. Compliance Legislation or the Commissioner's Order.

**Article VI**

**DISBURSEMENT OF GRANT PROCEEDS**

**Section 6.01 Disbursement of Grant.** Upon compliance with all of the conditions delineated in Section 6.02, the State Entity shall disburse the Program Grant to the Public Entity in one lump sum. Under no circumstance shall the State Entity be required to disburse funds in excess of the amount requested by the Public Entity under the provisions contained in Section 6.02.A even if the amount requested is less than the amount of the Program Grant delineated in Section 1.01. If the amount of Program Grant that the State Entity disburses hereunder to the Public Entity is less than the amount of the Program Grant delineated in Section 1.01, then the State Entity and the Public Entity shall enter into and execute whatever documents the State Entity may request in order to amend or modify this Agreement to reduce the amount of the Program Grant to the amount actually disbursed. Provided, however, in accordance with the provisions contained in Section 2.11, the State Entity's obligation to disburse any of the Program Grant shall terminate as of the date specified in such Section even if the entire Program Grant has not been disbursed by such date.

The Program Grant shall only be for expenses that (i) are for those items of a capital nature for the Project, (ii) accrued no earlier than the effective date of the legislation that appropriated the funds that are used to fund the Program Grant, or (iii) have otherwise been consented to, in writing, by the State Entity and the Commissioner of MMB.

**Section 6.02 Conditions Precedent to Disbursement of Grant.** The obligation of the State Entity to disburse the Program Grant to the Public Entity is subject to the following conditions precedent:

A. The State Entity shall have received a request for disbursement of the Program Grant specifying the amount of funds being requested, which such amount shall not exceed the amount of the Program Grant delineated in Section 1.01.

B. The State Entity shall have received a duly executed Declaration that has been duly recorded in the appropriate governmental office, with all of the recording information displayed thereon.

C. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that (i) the Public Entity has legal authority to and has taken all actions necessary to enter into this Agreement and the Declaration, and (ii) this Agreement and the Declaration are binding on and enforceable against the Public Entity.

D. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that the Public Entity has fully and completely paid for the Project and all other expenses that may occur in conjunction therewith.

E. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that the Public Entity is in compliance with the matching funds requirements, if any, contained in Section 7.23 and that all of such matching funds, if any, have been expended for the Project.

F. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, showing that the Public Entity possesses the ownership interest delineated in Section 2.02.

G. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that the Real Property and, if applicable, Facility and the contemplated use thereof are permitted by and will comply with all applicable use or other restrictions and requirements imposed by applicable zoning ordinances or regulations, and, if required by law, have been duly approved by the applicable municipal or governmental authorities having jurisdiction thereover.

H. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that that all applicable and required building permits, other permits, bonds and licenses necessary for the Project have been paid for, issued, and obtained, other than those permits, bonds and licenses which may not lawfully be obtained until a future date or those permits, bonds and licenses which in the ordinary course of business would normally not be obtained until a later date.

I. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that that all applicable and required permits, bonds and licenses necessary for the operation of the Real Property and, if applicable, Facility in the manner specified in Section 2.04 have been paid for, issued, and obtained, other than those permits, bonds and licenses which may not lawfully be obtained until a future date or those permits, bonds and licenses which in the ordinary course of business would normally not be obtained until a later date.

J. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that the Project was completed in a manner that will allow the Real

Property and, if applicable, Facility to be operated in the manner specified in Section 2.04, which requirement may be satisfied by a certificate of occupancy or such other equivalent document from the municipality in which the Real Property is located.

K. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that the Public Entity has the ability and a plan to fund the operation of the Real Property and, if applicable, Facility in the manner specified in Section 2.04.

L. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that the insurance requirements under Section 7.01 have been satisfied.

M. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, of compliance with the provisions and requirements specified in Section 7.10 and all additional applicable provisions and requirements, if any, contained in Minn. Stat. § 16B.335, as it may be amended, modified or replaced from time to time. Such evidence shall include, but not be limited to, evidence that: (i) the predesign package referred to in Section 7.10.B has, if required, been reviewed by and received a favorable recommendation from the Commissioner of Administration for the State of Minnesota, (ii) the program plan and cost estimates referred to in Section 7.10.C have, if required, received a recommendation by the Chairs of the Minnesota State Senate Finance Committee and Minnesota House of Representatives Ways and Means Committee, and (iii) the Chair and Ranking Minority Member of the Minnesota House of Representatives Capital Investment Committee and the Chair and Ranking Minority Member of the Minnesota Senate Capital Investment Committee have, if required, been notified pursuant to Section 7.10.G.

N. No Event of Default under this Agreement or event which would constitute an Event of Default but for the requirement that notice be given or that a period of grace or time elapse shall have occurred and be continuing.

O. The Public Entity has supplied to the State Entity all other items that the State Entity may reasonably require.

## Article VII

### MISCELLANEOUS

Section 7.01 **Insurance.** The Public Entity shall, upon acquisition of the ownership interest delineated in Section 2.02, insure the Facility, if such exists, in an amount equal to the full insurable value thereof (i) by self insuring under a program of self insurance legally adopted, maintained and adequately funded by the Public Entity, or (ii) by way of builders risk insurance and fire and extended coverage insurance with a deductible in an amount acceptable to the State Entity under which the State Entity and the Public Entity are named as loss payees. If damages which are covered by such required insurance occur, then the Public Entity shall, at its sole option and discretion, either: (y) use or cause the insurance proceeds to be used to fully or partially repair such damage and to provide or cause to be provided whatever additional funds that may be needed to fully or partially repair such damage, or (z) sell its ownership interest in the damaged Facility

and portion of the Real Property associated therewith in accordance with the provisions contained in Section 4.01.

If the Public Entity elects to only partially repair such damage, then the portion of the insurance proceeds not used for such repair shall be applied in accordance with the provisions contained in Section 4.02 as if the Public Entity's ownership interest in the Real Property and Facility had been sold, and such amounts shall be credited against the amounts due and owing under Section 4.02 upon the ultimate sale of the Public Entity's ownership interest in the Real Property and Facility. If the Public Entity elects to sell its ownership interest in the damaged Facility and portion of the Real Property associated therewith, then such sale must occur within a reasonable time period from the date the damage occurred and the cumulative sum of the insurance proceeds plus the proceeds of such sale must be applied in accordance with the provisions contained in Section 4.02, with the insurance proceeds being so applied within a reasonable time period from the date they are received by the Public Entity.

The State Entity agrees to and will assign or pay over to the Public Entity all insurance proceeds it receives so that the Public Entity can comply with the requirements that this Section imposes thereon as to the use of such insurance proceeds.

If the Public Entity elects to maintain general comprehensive liability insurance regarding the Real Property and, if applicable, Facility, then the Public Entity shall have the State Entity named as an additional named insured therein.

The Public Entity may require a Counterparty to provide and maintain any or all of the insurance required under this Section; provided that the Public Entity continues to be responsible for the providing of such insurance in the event that the Counterparty fails to provide or maintain such insurance.

At the written request of either the State Entity or the Commissioner of MMB, the Public Entity shall promptly furnish to the requesting entity all written notices and all paid premium receipts received by the Public Entity regarding the required insurance, or certificates of insurance evidencing the existence of such required insurance.

If the Public Entity fails to provide and maintain the insurance required under this Section, then the State Entity may, at its sole option and discretion, obtain and maintain insurance of an equivalent nature, and any funds expended by the State Entity to obtain or maintain such insurance shall be due and payable on demand by the State Entity and bear interest from the date of advancement by the State Entity at a rate equal to the lesser of the maximum interest rate allowed by law or 18% per annum based upon a 365-day year. Provided, however, nothing contained herein, including but not limited to this Section, shall require the State Entity to obtain or maintain such insurance, and the State Entity's decision to not obtain or maintain such insurance shall not lessen the Public Entity's duty to obtain and maintain such insurance.

**Section 7.02 Condemnation.** If after the Public Entity has acquired the ownership interest delineated in Section 2.02 all or any portion of the Real Property and, if applicable, Facility is condemned to an extent that the Public Entity can no longer comply with the provisions

contained in Section 2.04, then the Public Entity shall, at its sole option and discretion, either: (i) use or cause the condemnation proceeds to be used to acquire an interest in additional real property needed for the Public Entity to continue to comply with the provisions contained in Section 2.04 and, if applicable, to fully or partially restore the Facility, and to provide or cause to be provided whatever additional funds that may be needed for such purposes, or (ii) sell the remaining portion of its ownership interest in the Real Property and, if applicable, Facility in accordance with the provisions contained in Section 4.01. Any condemnation proceeds which are not used to acquire an interest in additional real property or to restore, if applicable, the Facility shall be applied in accordance with the provisions contained in Section 4.02 as if the Public Entity's ownership interest in the Real Property and, if applicable, Facility had been sold, and such amounts shall be credited against the amounts due and owing under Section 4.02 upon the ultimate sale of the Public Entity's ownership interest in the remaining Real Property and, if applicable, Facility. If the Public Entity elects to sell its ownership interest in the portion of the Real Property and, if applicable, Facility that remains after the condemnation, then such sale must occur within a reasonable time period from the date the condemnation occurred and the cumulative sum of the condemnation proceeds plus the proceeds of such sale must be applied in accordance with the provisions contained in Section 4.02, with the condemnation proceeds being so applied within a reasonable time period from the date they are received by the Public Entity.

As recipient of any of condemnation awards or proceeds referred to herein, the State Entity agrees to and will disclaim, assign or pay over to the Public Entity all of such condemnation awards or proceeds it receives so that the Public Entity can comply with the requirements that this Section imposes upon the Public Entity as to the use of such condemnation awards or proceeds.

**Section 7.03 Use, Maintenance, Repair and Alterations.** The Public Entity shall (i) keep the Real Property and, if applicable, Facility, in good condition and repair, subject to reasonable and ordinary wear and tear, (ii) complete promptly and in good and workmanlike manner any building or other improvement which may be constructed on the Real Property and promptly restore in like manner any portion of the Facility, if applicable, which may be damaged or destroyed thereon and pay when due all claims for labor performed and materials furnished therefor, (iii) comply with all laws, ordinances, regulations, requirements, covenants, conditions and restrictions now or hereafter affecting the Real Property or, if applicable, Facility, or any part thereof, or requiring any alterations or improvements thereto, (iv) keep and maintain abutting grounds, sidewalks, roads, parking and landscape areas in good and neat order and repair, (v) comply with the provisions of any Real Property/Facility Lease if the Public Entity's ownership interest in the Real Property and, if applicable, Facility, is a leasehold interest, (vi) comply with the provisions of any easement if its ownership interest in the Real Property and, if applicable, Facility is by way of such easement, and (vii) comply with the provisions of any condominium documents and any applicable reciprocal easement or operating agreements if the Real Property and, if applicable, Facility, is part of a condominium regime or is subject to a reciprocal easement or use contract.

The Public Entity shall not, without the written consent of the State Entity and the Commissioner of MMB, (a) permit or suffer the use of any of the Real Property or, if applicable, Facility, for any purpose other than the purposes specified in Section 2.04, (b) remove, demolish or substantially alter any of the Real Property or, if applicable, Facility, except such alterations as

may be required by laws, ordinances or regulations or such other alterations as may improve such Real Property or, if applicable, Facility by increasing the value thereof or improving its ability to be used to operate the State Program thereon or therein, (c) do any act or thing which would unduly impair or depreciate the value of the Real Property or, if applicable, Facility, (d) abandon the Real Property or, if applicable, Facility, (e) commit or permit any waste or deterioration of the Real Property or, if applicable, Facility, (f) remove any fixtures or personal property from the Real Property or, if applicable, Facility, that was paid for with the proceeds of the Program Grant unless the same are immediately replaced with like property of at least equal value and utility, or (g) commit, suffer or permit any act to be done in or upon the Real Property or, if applicable, Facility, in violation of any law, ordinance or regulation.

If the Public Entity fails to maintain the Real Property and, if applicable, Facility in accordance with the provisions contained in this Section, then the State Entity may perform whatever acts and expend whatever funds that are necessary to so maintain the Real Property and, if applicable, Facility and the Public Entity irrevocably authorizes and empowers the State Entity to enter upon the Real Property and, if applicable, Facility, to perform such acts as may be necessary to so maintain the Real Property and, if applicable, Facility. Any actions taken or funds expended by the State Entity hereunder shall be at its sole option and discretion, and nothing contained herein, including but not limited to this Section, shall require the State Entity to take any action, incur any expense, or expend any funds, and the State Entity shall not be responsible for or liable to the Public Entity or any other entity for any such acts that are undertaken and performed in good faith and not in a negligent manner. Any funds expended by the State Entity to perform such acts as may be necessary to so maintain the Real Property and, if applicable, Facility shall be due and payable on demand by the State Entity and bear interest from the date of advancement by the State Entity at a rate equal to the lesser of the maximum interest rate allowed by law or 18% per annum based upon a 365 day year.

**Section 7.04 Records Keeping and Reporting.** The Public Entity shall maintain or cause to be maintained books, records, documents and other evidence pertaining to the costs or expenses associated with the Project and operation of the Real Property and, if applicable, Facility needed to comply with the requirements contained in this Agreement, the G.O. Compliance Legislation, the Commissioner's Order, and the State Program Enabling Legislation, and upon request shall allow or cause the entity which is maintaining such items to allow the State Entity, auditors for the State Entity, the Legislative Auditor for the State of Minnesota, or the State Auditor for the State of Minnesota, to inspect, audit, copy, or abstract, all of such items. The Public Entity shall use or cause the entity which is maintaining such items to use generally accepted accounting principles in the maintenance of such items, and shall retain or cause to be retained (i) all of such items that relate to the Project for a period of 6 years from the date that the Project is fully completed and placed into operation, and (ii) all of such items that relate to the operation of the Real Property and, if applicable, Facility for a period of 6 years from the date such operation is initiated.

**Section 7.05 Inspections by State Entity.** Upon reasonable request by the State Entity and without interfering with the normal use of the Real Property and, if applicable, Facility, the Public Entity shall allow, and will require any entity to whom it leases, subleases, or enters into a Use Contract for any portion of the Real Property and, if applicable, Facility to allow the State Entity to inspect the Real Property and, if applicable, Facility.



Section 7.06 **Data Practices.** The Public Entity agrees with respect to any data that it possesses regarding the Program Grant, the Project, or the operation of the Real Property and, if applicable, Facility, to comply with all of the provisions and restrictions contained in the Minnesota Government Data Practices Act contained in Chapter 13 of the Minnesota Statutes that exists as of the date of this Agreement and as such may subsequently be amended, modified or replaced from time to time.

Section 7.07 **Non-Discrimination.** The Public Entity agrees to not engage in discriminatory employment practices regarding the Project, or operation or management of the Real Property and, if applicable, Facility, and it shall, with respect to such activities, fully comply with all of the provisions contained in Chapters 363A and 181 of the Minnesota Statutes that exist as of the date of this Agreement and as such may subsequently be amended, modified or replaced from time to time.

Section 7.08 **Worker's Compensation.** The Public Entity agrees to comply with all of the provisions relating to worker's compensation contained in Minn. Stat. §§ 176.181, subd. 2 and 176.182, as they may be amended, modified or replaced from time to time, with respect to the Project and the operation or management of the Real Property and, if applicable, Facility.

Section 7.09 **Antitrust Claims.** The Public Entity hereby assigns to the State Entity and the Commissioner of MMB all claims it may have for overcharges as to goods or services provided with respect to the Project, and operation or management of the Real Property and, if applicable, Facility that arise under the antitrust laws of the State of Minnesota or of the United States of America.

Section 7.10 **Review of Plans and Cost Estimates.** The contents of Section 7.10 have been deliberately omitted from this Agreement.

Section 7.11 **Prevailing Wages.** The Public Entity agrees to comply with all of the applicable provisions contained in Chapter 177 of the Minnesota Statutes, and specifically those provisions contained in Minn. Stat. §§ 177.41 through 177.435, as they may be amended, modified or replaced from time to time with respect to the Project and the operation of the State Program on or in the Real Property and, if applicable, Facility. By agreeing to this provision, the Public Entity is not acknowledging or agreeing that the cited provisions apply to the Project or the operation of the State Program on or in the Real Property and, if applicable, Facility.

Section 7.12 **Liability.** The Public Entity and the State Entity agree that they will, subject to any indemnifications provided herein, be responsible for their own acts and the results thereof to the extent authorized by law, and they shall not be responsible for the acts of the other party and the results thereof. The liability of the State Entity and the Commissioner of MMB is governed by the provisions contained in Minn. Stat. § 3.736, as it may be amended, modified or replaced from time to time. If the Public Entity is a "municipality" as such term is used in Chapter 466 of the Minnesota Statutes that exists as of the date of this Agreement and as such may subsequently be amended, modified or replaced from time to time, then the liability of the Public Entity,

including but not limited to the indemnification provided under Section 7.13, is governed by the provisions contained in such Chapter 466.

**Section 7.13 Indemnification by the Public Entity.** The Public Entity shall bear all loss, expense (including attorneys' fees), and damage in connection with the Project and operation of the Real Property and, if applicable, Facility, and agrees to indemnify and hold harmless the State Entity, the Commissioner of MMB, and the State of Minnesota, their agents, servants and employees from all claims, demands and judgments made or recovered against the State Entity, the Commissioner of MMB, and the State of Minnesota, their agents, servants and employees, because of bodily injuries, including death at any time resulting therefrom, or because of damages to property of the State Entity, the Commissioner of MMB, or the State of Minnesota, or others (including loss of use) from any cause whatsoever, arising out of, incidental to, or in connection with the Project or operation of the Real Property and, if applicable, Facility, whether or not due to any act of omission or commission, including negligence of the Public Entity or any contractor or his or their employees, servants or agents, and whether or not due to any act of omission or commission (excluding, however, negligence or breach of statutory duty) of the State Entity, the Commissioner of MMB, or the State of Minnesota, their employees, servants or agents.

The Public Entity further agrees to indemnify, save, and hold the State Entity, the Commissioner of MMB, and the State of Minnesota, their agents and employees, harmless from all claims arising out of, resulting from, or in any manner attributable to any violation by the Public Entity, its officers, employees, or agents, or by any Counterparty, its officers, employees, or agents, of any provision of the Minnesota Government Data Practices Act, including legal fees and disbursements paid or incurred to enforce the provisions contained in Section 7.06.

The Public Entity's liability hereunder shall not be limited to the extent of insurance carried by or provided by the Public Entity, or subject to any exclusions from coverage in any insurance policy.

**Section 7.14 Relationship of the Parties.** Nothing contained in this Agreement is intended or should be construed in any manner as creating or establishing the relationship of co-partners or a joint venture between the Public Entity, the State Entity, or the Commissioner of MMB, nor shall the Public Entity be considered or deemed to be an agent, representative, or employee of the State Entity, the Commissioner of MMB, or the State of Minnesota in the performance of this Agreement, the Project, or operation of the Real Property and, if applicable, Facility.

The Public Entity represents that it has already or will secure or cause to be secured all personnel required for the performance of this Agreement and the Project, and the operation and maintenance of the Real Property and, if applicable, Facility. All personnel of the Public Entity or other persons while engaging in the performance of this Agreement, the Project, or the operation and maintenance of the Real Property and, if applicable, Facility shall not have any contractual relationship with the State Entity, the Commissioner of MMB, or the State of Minnesota, and shall not be considered employees of any of such entities. In addition, all claims that may arise on behalf of said personnel or other persons out of employment or alleged employment including, but not limited to, claims under the Workers' Compensation Act of the State of Minnesota, claims of

discrimination against the Public Entity, its officers, agents, contractors, or employees shall in no way be the responsibility of the State Entity, the Commissioner of MMB, or the State of Minnesota. Such personnel or other persons shall not require nor be entitled to any compensation, rights or benefits of any kind whatsoever from the State Entity, the Commissioner of MMB, or the State of Minnesota including, but not limited to, tenure rights, medical and hospital care, sick and vacation leave, disability benefits, severance pay and retirement benefits.

Section 7.15 **Notices.** In addition to any notice required under applicable law to be given in another manner, any notices required hereunder must be in writing and shall be sufficient if personally served or sent by prepaid, registered, or certified mail (return receipt requested), to the business address of the party to whom it is directed. Such business address shall be that address specified below or such different address as may hereafter be specified, by either party by written notice to the other:

To the Public Entity at:

City of South St. Paul  
125 3rd Ave N  
South St. Paul, MN 55075  
Attention: Kelsey Gelhar

To the State Entity at:

Metropolitan Council  
390 Robert Street North  
St. Paul, MN 55101  
Attention: Regional Administrator

To the Commissioner of MMB at:

Minnesota Department of Management and Budget  
400 Centennial Office Bldg.  
658 Cedar St.  
St. Paul, MN 55155  
Attention: Commissioner

Section 7.16 **Binding Effect and Assignment or Modification.** This Agreement and the Declaration shall be binding upon and inure to the benefit of the Public Entity and the State Entity, and their respective successors and assigns. Provided, however, that neither the Public Entity nor the State Entity may assign any of its rights or obligations under this Agreement or the Declaration without the prior written consent of the other party. No change or modification of the terms or provisions of this Agreement or the Declaration shall be binding on either the Public Entity or the State Entity unless such change or modification is in writing and signed by an authorized official of the party or against which such change or modification is to be imposed.

Section 7.17 **Waiver.** Neither the failure by the Public Entity, the State Entity, or the Commissioner of MMB, as a third party beneficiary of this Agreement, in any one or more instances to insist upon the complete and total observance or performance of any term or provision hereof, nor the failure of the Public Entity, the State Entity, or the Commissioner of MMB, as a third party beneficiary of this Agreement, to exercise any right, privilege, or remedy conferred hereunder or afforded by law shall be construed as waiving any breach of such term, provision, or the right to exercise such right, privilege, or remedy thereafter. In addition, no delay on the part of the Public Entity, the State Entity, or the Commissioner of MMB, as a third party beneficiary of this Agreement, in exercising any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy preclude other or further exercise thereof or the exercise of any other right or remedy.

Section 7.18 **Entire Agreement.** This Agreement, the Declaration, and the documents, if any, referred to and incorporated herein by reference embody the entire agreement between the Public Entity and the State Entity, and there are no other agreements, either oral or written, between the Public Entity and the State Entity on the subject matter hereof.

Section 7.19 **Choice of Law and Venue.** All matters relating to the validity, construction, performance, or enforcement of this Agreement or the Declaration shall be determined in accordance with the laws of the State of Minnesota. All legal actions initiated with respect to or arising from any provision contained in this Agreement shall be initiated, filed and venued in the State of Minnesota District Court located in the City of St. Paul, County of Ramsey, State of Minnesota.

Section 7.20 **Severability.** If any provision of this Agreement is finally judged by any court to be invalid, then the remaining provisions shall remain in full force and effect and they shall be interpreted, performed, and enforced as if the invalid provision did not appear herein.

Section 7.21 **Time of Essence.** Time is of the essence with respect to all of the matters contained in this Agreement.

Section 7.22 **Counterparts.** This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be an original, but such counterparts shall together constitute one and the same instrument.

Section 7.23 **Matching Funds.** The Public Entity must obtain and supply the following matching funds, if any, for the Project:

NONE

Any matching funds which are intended to meet the above requirements must either be in the form of (i) cash monies, (ii) legally binding commitments for money, or (iii) equivalent funds or contributions, including equity, which have been or will be used to pay for the Project. The Public

Entity shall supply to the Commissioner of MMB whatever documentation the Commissioner of MMB may request to substantiate the availability and source of any matching funds, and the source and terms relating to all matching funds must be consented to, in writing, by the Commissioner of MMB.

Section 7.24 **Source and Use of Funds.** The Public Entity represents to the State Entity and the Commissioner of MMB that **Attachment III** is intended to be and is a source and use of funds statement showing the total cost of the Project and all of the funds that are available for the completion of the Project, and that the information contained in such **Attachment III** correctly and accurately delineates the following information.

A. The total cost of the Project detailing all of the major elements that make up such total cost and how much of such total cost is attributed to each such major element.

B. The source of all funds needed to complete the Project broken down among the following categories:

- (i) State funds including the Program Grant, identifying the source and amount of such funds.
- (ii) Matching funds, identifying the source and amount of such funds.
- (iii) Other funds supplied by the Public Entity, identifying the source and amount of such funds.
- (iv) Loans, identifying each such loan, the entity providing the loan, the amount of each such loan, the terms and conditions of each such loan, and all collateral pledged for repayment of each such loan.
- (v) Other funds, identifying the source and amount of such funds.

C. Such other financial information that is needed to correctly reflect the total funds available for the completion of the Project, the source of such funds and the expected use of such funds.

Previously paid project expenses that are to be reimbursed and paid from proceeds of the Program Grant may only be included as a source of funds and included in **Attachment III** if such items have been approved, in writing, by the Commissioner of MMB.

If any of the funds included under the source of funds have conditions precedent to the release of such funds, then the Public Entity must provide to the State Entity and the Commissioner of MMB a detailed description of such conditions and what is being done to satisfy such conditions.

The Public Entity shall also supply whatever other information and documentation that the State Entity or the Commissioner of MMB may request to support or explain any of the information contained in **Attachment III**.

The value of the Public Entity's ownership interest in the Real Property and, if applicable, Facility should only be shown in **Attachment III** if such ownership interest is being acquired and paid for with funds shown in such **Attachment III**, and for all other circumstances such value

should be shown in the definition for Ownership Value in Section 1.01 and not included in such **Attachment III**.

The funds shown in **Attachment III** and to be supplied for the Project may, subject to any limitations contained in the State Program Enabling Legislation, be provided by either the Public Entity or a Counterparty under a Use Contract.

Section 7.25 **Third-Party Beneficiary.** The State Program will benefit the State of Minnesota and the provisions and requirements contained herein are for the benefit of both the State Entity and the State of Minnesota. Therefore, the State of Minnesota, by and through its Commissioner of MMB, is and shall be a third-party beneficiary of this Agreement.

Section 7.26 **Public Entity Tasks.** Any tasks that this Agreement imposes upon the Public Entity may be performed by such other entity as the Public Entity may select or designate, provided that the failure of such other entity to perform said tasks shall be deemed to be a failure to perform by the Public Entity.

Section 7.27 **State Entity and Commissioner Required Acts and Approvals.** The State Entity and the Commissioner of MMB shall not (i) perform any act herein required or authorized by it in an unreasonable manner, (ii) unreasonably refuse to perform any act that it is required to perform hereunder, or (iii) unreasonably refuse to provide or withhold any approval that is required of it herein.

Section 7.28 **Applicability to Real Property and Facility.** This Agreement applies to the Public Entity's ownership interest in the Real Property and if a Facility exists to the Facility. The term "if applicable" appearing in conjunction with the term "Facility" is meant to indicate that this Agreement will apply to a Facility if one exists, and if no Facility exists then this Agreement will only apply to the Public Entity's ownership interest in the Real Property.

Section 7.29 **E-Verification.** The Public Entity agrees and acknowledges that it is aware of Minn. Stat. § 16C.075 regarding e-verification of employment of all newly hired employees to confirm that such employees are legally entitled to work in the United States, and that it will, if and when applicable, fully comply with such statute and impose a similar requirement in any Use Contract to which it is a party.

Section 7.30 **Additional Requirements.** The Public Entity and the State Entity agree to comply with the following additional requirements. In the event of any conflict or inconsistency between the following additional requirements and any other provisions or requirement contained in this Agreement, the following additional requirements contained in this Section shall control.

NONE

**American-Made Steel.** Minnesota Laws 2014, Chapter 294, Article 2, Section 22, requires public entities receiving an appropriation of public money for a project in that act to ensure those facilities are built with American-made steel, to the extent practicable. The Public Entity shall

comply with this requirement, and shall furnish any documentation pursuant thereto reasonably requested by the State Entity.

NONE

[THE REMAINING PORTION OF THIS PAGE WAS INTENTIONALLY LEFT BLANK]

**IN TESTIMONY HEREOF**, the Public Entity and the State Entity have executed this General Obligation Bond Proceeds Grant Agreement End Grant for the City of South St. Paul Sanitary Sewer System Improvement Project under the 2023 Municipal Publicly Owned Infrastructure Inflow and Infiltration Grant Program on the day and date indicated immediately below their respective signatures.

**PUBLIC ENTITY:**

CITY OF SOUTH ST. PAUL,  
a Minnesota Municipal Corporation

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

Its: Mayor

Dated: \_\_\_\_\_, \_\_\_\_\_

And: \_\_\_\_\_

Its: City Clerk

Dated: \_\_\_\_\_, \_\_\_\_\_

**STATE ENTITY:**

METROPOLITAN COUNCIL,

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

Leisa Thompson  
Its: Regional Administrator, successor, or delegate

Dated: \_\_\_\_\_, 2026\_\_



**Attachment I to Grant Agreement**

(Declaration requirement partially waived – See attached MMB waiver letter and Attachment I-A Certification Form)

**State of Minnesota  
General Obligation Bond Financed  
DECLARATION**

The undersigned has the following interest in the real property located in the County of \_\_\_\_\_, State of Minnesota that is legally described in **Exhibit A** attached and all facilities situated thereon (collectively, the “Restricted Property”):

- (Check the appropriate box.)
- ☐ a fee simple title,
- ☐ a lease, or
- ☐ an easement,

and as owner of such fee title, lease or easement, does hereby declare that such interest in the Restricted Property is hereby made subject to the following restrictions and encumbrances:

- A. The Restricted Property is bond financed property within the meaning of Minn. Stat. § 16A.695, is subject to the encumbrance created and requirements imposed by such statute, and cannot be sold, mortgaged, encumbered or otherwise disposed of without the approval of the Commissioner of Minnesota Management and Budget, which approval must be evidenced by a written statement signed by said commissioner and attached to the deed, mortgage, encumbrance or instrument used to sell or otherwise dispose of the Restricted Property; and
- B. The Restricted Property is subject to all of the terms, conditions, provisions, and limitations contained in that certain \_\_\_\_\_ [Insert title of the general obligation grant agreement] between \_\_\_\_\_ and \_\_\_\_\_, dated \_\_\_\_\_, \_\_\_\_\_.

The Restricted Property shall remain subject to this State of Minnesota General Obligation Bond Financed Declaration for 125% of the useful life of the Restricted Property or until the Restricted Property is sold with the written approval of the Commissioner of Minnesota Management and Budget, at which time it shall be released therefrom by way of a written release in recordable form signed by both the Commissioner of \_\_\_\_\_ [Insert the name of the State Entity that provided the grant] and the Commissioner of Minnesota Management and Budget, and such written release is recorded in the real estate records relating to the Restricted Property. This Declaration may not be terminated, amended, or in any way modified without the specific written consent of the Commissioner of Minnesota Management and Budget.

(SIGNATURE BLOCK, ACKNOWLEDGMENTS, AND STATEMENT AS TO WHOM IT WAS DRAFTED BY.)

\_\_\_\_\_, a  
\_\_\_\_\_, [Public  
Entity],

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Dated: \_\_\_\_\_, 20\_\_

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Dated: \_\_\_\_\_, 20\_\_

STATE OF MINNESOTA    )  
                                          ) ss  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2026, by [name of first signatory], the [title of first signatory] and [name of second signatory], the [title of second signatory], respectively, of the \_\_\_\_\_, a [insert name and description of the entity receiving the grant].

\_\_\_\_\_  
Notary Public

**Exhibit A to Declaration**  
**LEGAL DESCRIPTION OF RESTRICTED PROPERTY**

**Attachment II to Grant Agreement**  
**LEGAL DESCRIPTION OF REAL PROPERTY**

(For projects for which a Certification is being submitted, use the description and/or maps  
attached to the Certification submitted.)



**Attachment IV to Grant Agreement**  
**GRANT APPLICATION**

**See attached grant application**

**THE FOLLOWING PAGES INCLUDE ALL REQUIRED ATTACHMENTS TO THE  
GRANT AGREEMENT**



September 15, 2023

Matt Gsellmeier  
MCES Budget Manager  
Metropolitan Council  
390 Robert St N  
St. Paul, MN 55101

Via email: Matthew.Gsellmeier@metc.state.mn.us

Re: Waiver of Real Property Declaration – 2023 Metropolitan Cities Inflow and Infiltration Grants

Dear Mr. Gsellmeier:

I have reviewed your letter dated September 13, 2023 requesting a waiver pursuant to Section 7.02(b) of the Fourth Order Amending Order of Commissioner of Finance dated July 30, 2012 (the "Commissioner's Order") of the requirement that a real property declaration be recorded in connection with grants to metropolitan-area cities to address inflow and infiltration into local sanitary sewer collection systems from the Metropolitan Council appropriation in Laws 2023, chapter 72, article 1, section 17, subdivision 2.

In response to your request, I waive the requirement that a declaration be recorded for the portion of such projects which lies entirely within public road, street and highway rights-of-way and utility easements. However, a declaration will need to be executed and recorded for any portion of a project which is on land outside of such areas.

Please note that this letter only waives the requirement that a declaration be recorded. The property will remain bond-financed property and subject to all the other requirements of Minn. Stat. Sec. 16A.695 and the Commissioner's Order.

This waiver is conditional upon our receiving a signed copy of the bond-financed property Certification in the form which the Metropolitan Council has been using for its grants from prior I&I appropriations in which each grantee that receives a grant from this program acknowledges that the project property is bond-financed property and thus is subject to all the other requirements of Minn. Stat. Sec. 16A.695 and the Commissioner's Order.

Sincerely,

Erin Campbell  
Commissioner

cc: Roger Behrens, MMB  
Ned Smith, MCES Pretreatment and Finance Director  
Dan Abelson, METC Associate General Counsel

400 Centennial Building • 658 Cedar Street • St. Paul, Minnesota 55155  
Voice: (651) 201-8000 • Fax: (651) 296-8685 • TTY: 1-800-627-3529  
An Equal Opportunity Employer



## Metropolitan Council Environmental Services

### 2023 II Grant Program

### Grant Application Form

NOTICE TO APPLICANTS: Submission of this application form confirms your city's intention to participate in the Metropolitan Council Environmental Services (MCES) 2024 State Bond Fund Municipal I/I Grant program (Grantee Program).

Applicants must review the Grantee Program Guidelines, along with the draft agreement that must be entered with the Metropolitan Council, can be found at the following link:

<http://www.metrocouncil.org/Wastewater-Water/Funding-Finance/Available-Funding-Grants.aspx>

Submission of all information requested herein is mandatory and becomes the basis for determining your city's Preliminary Minimum Allocation (PMA) and an estimated Final Reimbursement Amount (FRA) that will accompany the Letter of Intent all qualifying applicants will receive.

Grant agreements will be sent for signature simultaneously for all participants subsequent to receipt and review of all project information that will form each participant's final PMA and FRA.

City Name: South St. Paul

City Contact Info: 400 E. Richmond

South St. Paul, MN 55075

Application Submitted by: Conor Resnikoff

Application Email Address: cresnikoff@southstpaul.org

Application Submission date: January 25, 2024

## Estimated Project Work Description

The City of South St. Paul addresses I&I issues in conjunction with street reconstruction projects. The city has reviewed recent televising data and manholes inspections and will be including lining work and casting replacements with the 2024 construction projects – the 7th Avenue S Reconstruction Project and the Concord Exchange Improvements Project. The 7th Avenue S project will include lining nearly 3,000 feet of existing 12" and 15" diameter sanitary sewer pipe and 10 manholes between South St W and I-494. One failing manhole will be replaced with the 7th Ave S project. The Concord Exchange Improvement Project includes lining approximately 4,700 feet of 8", 10", 12", and 15" diameter sanitary sewer and 21 manholes between 6th Street E and the northern Concord St N access. All existing sanitary castings in these project corridors have open pick holes and will be replaced with solid lids. External chimney seals will also be installed.

The Marie Avenue project is planned for the 2025 construction season. This project will include removal and replacement of casting assemblies, lining 530 feet of 8" and 12" diameter pipe, and lining 4' diameter manholes.

| <b><u>Your Estimated Eligible I/I Costs:</u></b>       | <b>Project Costs</b> |                | <b>Project Costs Covered</b> |                       | <b>Grant Eligible</b> |
|--------------------------------------------------------|----------------------|----------------|------------------------------|-----------------------|-----------------------|
| Pipe Lining and Replacement                            | \$575,410            | x 100% Covered | \$575,410                    | x 50% Grant Eligible  | \$287,705             |
| Pipe Joint Sealing and Chimney Seals                   | \$0                  | x 100% Covered | \$0                          | x 100% Grant Eligible | \$0                   |
| Manholes - Lining, Replacement                         | \$202,550            | x 100% Covered | \$202,550                    | x 50% Grant Eligible  | \$101,275             |
| Manholes Sealing joints, casting, covers               | \$53,000             | x 100% Covered | \$53,000                     | x 100% Grant Eligible | \$53,000              |
| Flood Mitigation                                       | \$0                  | x 100% Covered | \$0                          | x 10% Grant Eligible  | \$0                   |
| Cross Connection Elimination                           | \$0                  | x 100% Covered | \$0                          | x 100% Grant Eligible | \$0                   |
| Repair or Replace Lateral Tee, Wye, or Tap Connections | \$0                  | x 100% Covered | \$0                          | x 100% Grant Eligible | \$0                   |
|                                                        | <b>\$830,960</b>     |                | <b>\$830,960</b>             |                       | <b>\$441,980</b>      |

**Non-Eligible I&I Work:**

- Studies, investigations, or inspections
- Engineering costs
- Any improvements to privately owned infrastructure

**Important Dates to Remember:**

**Eligible Work Dates**

Start Date for Eligible Project Work

January 1, 2024

End Date for Eligible Project Work

December 31, 2025

**Program Dates**

Notice of approved grant program guidelines to cities, request applications

December 19, 2023

Grant Application due from cities

January 26, 2024

MCES sends Letter of Intent to program participants

February 29, 2024

Cities provide descriptions and pay claims for completed projects

March 31, 2026

MCES makes FRA determination, distributes grant agreements

May 1, 2026

**Questions may be directed to the MCES I/I Grant Program Administrator:**

Matt Gsellmeier, MCES I/I Grant Administrator

390 Robert Street North

St. Paul, MN 55101

17633670264

matthew.gsellmeier@metc.state.mn.us

## 2023 II GRANT PROGRAM COST VERIFICATION

### FINAL COST INFORMATION FOR COMPLETED WORK



Completion of this form and submission of required attachments is the basis for entering into agreement with the Metropolitan Council on the 2023 II Grant Program. This form and its attachments verify that the community has finished I/I reduction projects, with costs eligible for reimbursement under the 2023 II Grant Program. Please send the completed form and required attachments to (electronic submission preferred):

**Mail:** Matthew Gsellmeier, MCES Finance and Revenue, 390 N. Robert Street St. Paul, MN 55101

**Email:** Matthew.Gsellmeier@metc.state.mn.us

#### Required Attachments:

Please attach and return the following items to Met Council by December 31, 2025

1. The Cost Verification Form **(This Form)**
2. One of the following that applies to your city's property situation:
  - o Attachment 1 to Grant Agreement – DECLARATION of Real Property, and Attachment II to Grant Agreement – Legal Description of Real Property, OR
  - o Attachment 1-A – CERTIFICATION pursuant to Waiver of Real Property Declaration for projects located under any right of way, and Exhibit A – LEGAL DESCRIPTION, NARRATIVE DESCRIPTION, OR MAP OF RESTRICTED PROPERTY
3. A city resolution authorizing application and execution of the grant agreement
4. A detailed breakdown of actual expenditures that tie-out to the project costs cited in the Cost Verification Form
  - o MCES may request additional documentation to verify expenditures.
5. Description of work completed.
6. Invoices or other documents that substantiate the cost of work completed.

#### Required Cost Verification Information:

|                             |                          |
|-----------------------------|--------------------------|
| <b>City:</b>                | <u>South St. Paul</u>    |
| <b>County:</b>              | <u>Dakota</u>            |
| <b>City Official/Title:</b> | <u>City Engineer</u>     |
| <b>Phone#:</b>              | <u>6515543219</u>        |
| <b>Project Start Date:</b>  | <u>April 1, 2024</u>     |
| <b>Project End Date:</b>    | <u>November 30, 2025</u> |

**Were projects completed between January 1, 2024 and December 31, 2025 (Y/N):** Y

In the space provided on the next page, please enter a summary of your eligible I/I reduction project(s) and costs. As a reminder, the following work is considered non-eligible under the I/I program:

- Studies, investigations, or inspections
- Any improvement to privately owned infrastructure

Enter a Summary of the Project(s) and Costs:

The City of South St. Paul addresses I&I issues in conjunction with street reconstruction projects. The city reviewed recent televising data and manholes inspections and included lining work and casting replacements with the 2024 and 2025 construction projects.

The 7th Avenue S project included lining nearly 3,000 feet of existing 12” and 15” diameter sanitary sewer pipe and 10 manholes between South St W and I-494. One failing manhole was replaced with the 7th Ave S project.

The Concord Exchange Improvement Project included replacing all existing sanitary castings with open pick holes between Grand Avenue and Concord Street N access. External chimney seals were installed.

The 2025 Marie Avenue project included removal and replacement of casting assemblies and lining 530 feet of 8” and 12” diameter pipe.

Enter in column A the eligible I/I costs your city incurred between January 1, 2024 and December 31, 2025:

| Type of work:                                                | (A) Total<br>Project<br>Costs: | %<br>Covered | (B) Covered Project<br>Costs: | (C) %Eligible<br>for funding | (D)Amount Eligible<br>For Grant Funding |
|--------------------------------------------------------------|--------------------------------|--------------|-------------------------------|------------------------------|-----------------------------------------|
| 1. Pipe lining and replacement:                              | \$275,405                      | x 100% =     | \$275,405                     | x 50% =                      | \$137,703                               |
| 2. Pipe joint sealing and chimney seals                      | \$0                            | x 100% =     | \$0                           | x 100% =                     | \$0                                     |
| 3. Manholes - Lining, replacement                            | \$77,810                       | x 100% =     | \$77,810                      | x 50% =                      | \$38,905                                |
| 4. Manhole sealing joints, castings, covers                  | \$52,200                       | x 100% =     | \$52,200                      | x 100% =                     | \$52,200                                |
| 5. Flood Mitigation                                          | \$0                            | x 100% =     | \$0                           | x 10% =                      | \$0                                     |
| 6. Cross Connection Elimination                              | \$0                            | x 100% =     | \$0                           | x 100% =                     | \$0                                     |
| 7. Repair or Replace Lateral Tee, Wye, or Tap<br>Connections | \$0                            | x 100% =     | \$0                           | x 100% =                     | \$0                                     |
| Total:                                                       | \$405,415                      |              | \$405,415                     |                              | \$228,808                               |

City of South St. Paul  
Dakota County, Minnesota

**RESOLUTION NO. 2025-034**

**RESOLUTION AUTHORIZING PARTICIPATION IN METROPOLITAN  
COUNCIL 2023 I/I GRANT PROGRAM**

**WHEREAS**, in January 2024, the City of South St. Paul submitted an application to the 2023 Municipal State Bond Funded Infiltration and Inflow (I/I) Grant Program ("Grant Program") for the lining of sanitary sewer as part of the 7<sup>th</sup> Avenue South Reconstruction Project, the Marie Avenue Reconstruction Project, and along Concord Exchange.

**AND WHEREAS**, the Metropolitan Council, administrator of the Grant Program, notified the City that it is eligible to participate in the Grant Program and, as a condition of the Grant Program, a City resolution authorizing participation in the Grant Program is required;

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of South St. Paul, Minnesota, as follows:

1. The City of South St. Paul authorizes its participation in the 2023 Municipal State Bond Funded Infiltration and Inflow (I/I) Grant Program for the eligible improvements outlined in the 7<sup>th</sup> Avenue South Reconstruction Project, the Marie Avenue Reconstruction Project, and the planned sanitary sewer lining on Concord Exchange.
2. The Mayor and City Administrator are hereby authorized to enter into a Grant Agreement in the name of the City of South St. Paul with the Metropolitan Council at such time as said Agreement is prepared by the Metropolitan Council and submitted to the City for review and execution.

Adopted this 7th day of April 2025.



City Clerk



Concord Exchange Corridor  
Improvement Project

Pay Voucher 8



|                                                                                              |                                                                                         |
|----------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------|
| <b>Client:</b> City of South St Paul<br>125 3rd Avenue North<br>South St Paul, MN 55075-2097 | <b>Contractor:</b> Danner, Inc.<br>843 Hardman Avenue South<br>South St. Paul, MN 55075 |
|----------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------|

|                                    |
|------------------------------------|
| <b>WSB Project No.:</b> 023128-000 |
| <b>Client Project No.:</b>         |
| <b>State Project No.:</b>          |
| <b>Federal Project No.:</b>        |

| Contract Amount   |                | Funds Encumbered |                |
|-------------------|----------------|------------------|----------------|
| Original Contract | \$4,318,309.25 | Original         | \$4,318,309.25 |
| Contract Changes  | \$23,262.00    | Additional       | N/A            |
| Revised Contract  | \$4,341,571.25 | Total            | \$4,318,309.25 |

| Work Certified To Date |                |
|------------------------|----------------|
| Base Bid Items         | \$3,883,472.40 |
| Contract Changes       | \$48,836.00    |
| Material On Hand       | \$0.00         |
| Total                  | \$3,932,308.40 |

| Work Certified<br>This Voucher | Work Certified<br>To Date | Less Amount<br>Retained | Less Previous<br>Payments | Amount Paid<br>This Voucher | Total Amount<br>Paid To Date |
|--------------------------------|---------------------------|-------------------------|---------------------------|-----------------------------|------------------------------|
| \$0.00                         | \$3,932,308.40            | \$78,646.17             | \$3,735,692.98            | \$117,969.25                | \$3,853,662.23               |
| Percent Retained: 2%           |                           |                         | Percent Complete: 90.57%  |                             |                              |

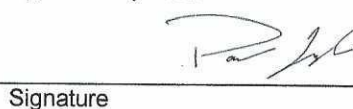
This is to certify that the items of work shown in this Pay Voucher have been actually furnished for the work comprising the above-mentioned project in accordance with the plans and specifications heretofore approved.

Approved By Danner, Inc.

  
Signature

10/1/25  
Date

Approved By WSB

  
Signature

9/30/2025  
Date

Approved By City of South St Paul

  
Signature

10/2/2025  
Date

| Payment Summary |                 |                            |                             |                         |
|-----------------|-----------------|----------------------------|-----------------------------|-------------------------|
| No.             | Up Through Date | Work Certified Per Voucher | Amount Retained Per Voucher | Amount Paid Per Voucher |
| 1               | 05/08/24        | \$368,205.31               | \$18,410.27                 | \$349,795.04            |
| 2               | 06/14/24        | \$632,307.21               | \$31,615.36                 | \$600,691.85            |
| 3               | 07/03/24        | \$265,095.20               | \$13,254.76                 | \$251,840.44            |
| 4               | 07/31/24        | \$461,765.51               | \$23,088.27                 | \$438,677.24            |
| 5               | 09/04/24        | \$494,566.64               | \$24,728.33                 | \$469,838.31            |
| 6               | 10/04/24        | \$995,491.17               | \$49,774.56                 | \$945,716.61            |
| 7               | 11/20/24        | \$714,877.36               | \$35,743.87                 | \$679,133.49            |
| 8               | 09/30/25        | \$0.00                     | (\$117,969.25)              | \$117,969.25            |

| Funding Category Name | Work Certified To Date | Less Amount Retained | Less Previous Payments | Amount Paid This Voucher | Total Amount Paid To Date |
|-----------------------|------------------------|----------------------|------------------------|--------------------------|---------------------------|
| local                 | \$2,055,766.04         | \$41,115.32          | \$1,952,977.74         | \$61,672.98              | \$2,014,650.72            |
| SAP 168-160-008       | \$1,876,542.36         | \$37,530.85          | \$1,782,715.24         | \$56,296.27              | \$1,839,011.51            |

| Accounting Number | Funding Source | Amount Paid This Voucher | Revised Contract Amount | Funds Encumbered To Date | Paid Contractor To Date |
|-------------------|----------------|--------------------------|-------------------------|--------------------------|-------------------------|
| 1                 | State Aid      | \$56,296.27              | \$2,090,468.25          | \$2,071,756.25           | \$1,839,011.51          |
| 2                 | Local          | \$61,672.98              | \$2,251,103.00          | \$2,246,553.00           | \$2,014,650.72          |

| Contract Item Status |          |                                       |      |             |                   |                       |                     |                  |                |
|----------------------|----------|---------------------------------------|------|-------------|-------------------|-----------------------|---------------------|------------------|----------------|
| Line No.             | Item     | Description                           | Unit | Unit Price  | Contract Quantity | Quantity This Voucher | Amount This Voucher | Quantity To Date | Amount To Date |
| 1                    | 2011.601 | VIBRATION MONITORING                  | LS   | \$50,000.00 | 1                 | 0                     | \$0.00              | 1                | \$50,000.00    |
| 2                    | 2021.501 | MOBILIZATION                          | LS   | \$90,000.00 | 1                 | 0                     | \$0.00              | 1                | \$90,000.00    |
| 3                    | 2021.601 | CONTRACTOR COORDINATION               | L S  | \$25,000.00 | 1                 | 0                     | \$0.00              | 0.5              | \$12,500.00    |
| 4                    | 2101.502 | CLEARING                              | EACH | \$325.00    | 40                | 0                     | \$0.00              | 44               | \$14,300.00    |
| 5                    | 2101.502 | GRUBBING                              | EACH | \$70.00     | 40                | 0                     | \$0.00              | 46               | \$3,220.00     |
| 6                    | 2104.502 | REMOVE SIGN                           | EACH | \$27.00     | 73                | 0                     | \$0.00              | 62               | \$1,674.00     |
| 7                    | 2104.502 | SALVAGE SIGN                          | EACH | \$27.00     | 18                | 0                     | \$0.00              | 3                | \$81.00        |
| 8                    | 2104.503 | SAWING CONCRETE PAVEMENT (FULL DEPTH) | L F  | \$6.00      | 500               | 0                     | \$0.00              | 98               | \$588.00       |
| 9                    | 2104.503 | SAWING BIT PAVEMENT (FULL DEPTH)      | L F  | \$4.00      | 2500              | 0                     | \$0.00              | 1935             | \$7,740.00     |
| 10                   | 2104.503 | REMOVE CURB & GUTTER                  | L F  | \$4.00      | 8600              | 0                     | \$0.00              | 8649             | \$34,596.00    |
| 11                   | 2104.503 | REMOVE RETAINING WALL                 | L F  | \$30.00     | 100               | 0                     | \$0.00              | 12               | \$360.00       |
| 12                   | 2104.503 | REMOVE METAL PIPE RAILING             | L F  | \$15.00     | 50                | 0                     | \$0.00              | 40               | \$600.00       |
| 13                   | 2104.504 | REMOVE CONCRETE DRIVEWAY PAVEMENT     | S Y  | \$5.00      | 2500              | 0                     | \$0.00              | 2231             | \$11,155.00    |
| 14                   | 2104.504 | REMOVE CONCRETE PAVEMENT              | S Y  | \$5.00      | 260               | 0                     | \$0.00              | 675.5            | \$3,377.50     |



| Contract Item Status |          |                                            |       |             |                   |                       |                     |                  |                |
|----------------------|----------|--------------------------------------------|-------|-------------|-------------------|-----------------------|---------------------|------------------|----------------|
| Line No.             | Item     | Description                                | Unit  | Unit Price  | Contract Quantity | Quantity This Voucher | Amount This Voucher | Quantity To Date | Amount To Date |
| 15                   | 2104.504 | REMOVE BITUMINOUS DRIVEWAY PAVEMENT        | S Y   | \$4.00      | 1420              | 0                     | \$0.00              | 621              | \$2,484.00     |
| 16                   | 2104.504 | REMOVE BITUMINOUS PAVEMENT                 | S Y   | \$4.00      | 19700             | 0                     | \$0.00              | 17708            | \$70,832.00    |
| 17                   | 2104.518 | REMOVE CONCRETE WALK                       | S F   | \$1.50      | 39900             | 0                     | \$0.00              | 38139            | \$57,208.50    |
| 18                   | 2104.601 | SALVAGE AND REINSTALL LANDSCAPE STRUCTURES | L S   | \$25,000.00 | 1                 | 0                     | \$0.00              | 0                | \$0.00         |
| 19                   | 2104.618 | REMOVE BRICK PAVERS                        | S F   | \$2.00      | 150               | 0                     | \$0.00              | 0                | \$0.00         |
| 20                   | 2106.507 | EXCAVATION - COMMON (P)                    | C Y   | \$18.00     | 5793              | 0                     | \$0.00              | 5793             | \$104,274.00   |
| 21                   | 2106.507 | EXCAVATION - SUBGRADE                      | C Y   | \$18.00     | 600               | 0                     | \$0.00              | 0                | \$0.00         |
| 22                   | 2106.507 | SELECT GRANULAR EMBANKMENT (CV)            | C Y   | \$3.00      | 200               | 0                     | \$0.00              | 0                | \$0.00         |
| 23                   | 2106.507 | STABILIZING AGGREGATE (CV)                 | C Y   | \$18.00     | 600               | 0                     | \$0.00              | 0                | \$0.00         |
| 24                   | 2106.601 | DEWATERING                                 | LS    | \$10.00     | 1                 | 0                     | \$0.00              | 1                | \$10.00        |
| 25                   | 2106.607 | EXCAVATION SPECIAL                         | C Y   | \$3.00      | 200               | 0                     | \$0.00              | 0                | \$0.00         |
| 26                   | 2108.504 | GEOTEXTILE FABRIC TYPE 5                   | S Y   | \$1.40      | 2000              | 0                     | \$0.00              | 0                | \$0.00         |
| 27                   | 2112.519 | SUBGRADE PREPARATION                       | RDST  | \$90.00     | 41                | 0                     | \$0.00              | 41               | \$3,690.00     |
| 28                   | 2123.610 | STREET SWEEPER (WITH PICKUP BROOM)         | HOURL | \$240.00    | 200               | 0                     | \$0.00              | 25.75            | \$6,180.00     |
| 29                   | 2123.602 | UTILITY CREW                               | EACH  | \$1,000.00  | 10                | 0                     | \$0.00              | 10               | \$10,000.00    |
| 30                   | 2211.507 | AGGREGATE BASE (CV) CLASS 5 (P)            | C Y   | \$20.00     | 4707              | 0                     | \$0.00              | 4707             | \$94,140.00    |
| 31                   | 2331.603 | JOINT ADHESIVE                             | L F   | \$1.00      | 8900              | 0                     | \$0.00              | 7406             | \$7,406.00     |
| 32                   | 2357.506 | BITUMINOUS MATERIAL FOR TACK COAT          | GAL   | \$1.10      | 1100              | 0                     | \$0.00              | 845              | \$929.50       |
| 33                   | 2360.504 | TYPE SP 9.5 WEAR CRS MIX(2,C) 3.0" THICK   | S Y   | \$27.00     | 600               | 0                     | \$0.00              | 1935             | \$52,245.00    |
| 34                   | 2360.509 | TYPE SP 9.5 WEARING COURSE MIX (3,C)       | TON   | \$83.20     | 1900              | 0                     | \$0.00              | 1696.02          | \$141,108.86   |
| 35                   | 2360.509 | TYPE SP 12.5 WEARING COURSE MIX (3,C)      | TON   | \$80.20     | 3170              | 0                     | \$0.00              | 2438.94          | \$195,602.99   |
| 36                   | 2411.502 | CONCRETE STAIRWAY                          | EACH  | \$1,250.00  | 2                 | 0                     | \$0.00              | 0                | \$0.00         |
| 37                   | 2502.503 | 6" PERF PVC PIPE DRAIN                     | L F   | \$6.00      | 400               | 0                     | \$0.00              | 31               | \$186.00       |
| 38                   | 2502.602 | 6" PVC PIPE DRAIN CLEANOUT                 | EACH  | \$100.00    | 8                 | 0                     | \$0.00              | 0                | \$0.00         |
| 39                   | 2504.503 | IRRIGATION SLEEVE - 4" SCH 40 PVC          | L F   | \$12.00     | 4350              | 0                     | \$0.00              | 5416             | \$64,992.00    |

Concord Exchange Corridor  
Improvement Project

Pay Voucher 8



| Contract Item Status |          |                                    |      |              |                   |                       |                     |                  |                |
|----------------------|----------|------------------------------------|------|--------------|-------------------|-----------------------|---------------------|------------------|----------------|
| Line No.             | Item     | Description                        | Unit | Unit Price   | Contract Quantity | Quantity This Voucher | Amount This Voucher | Quantity To Date | Amount To Date |
| 40                   | 2504.503 | IRRIGATION SLEEVE - 6" SCH 40 PVC  | L F  | \$42.00      | 350               | 0                     | \$0.00              | 409              | \$17,178.00    |
| 41                   | 2504.601 | IRRIGATION SYSTEM                  | LS   | \$103,500.00 | 1                 | 0                     | \$0.00              | 0.9              | \$93,150.00    |
| 42                   | 2504.602 | IRRIGATION SERVICE CONNECTION      | EACH | \$9,500.00   | 2                 | 0                     | \$0.00              | 2                | \$19,000.00    |
| 43                   | 2521.518 | 4" CONCRETE WALK                   | S F  | \$5.50       | 30300             | 0                     | \$0.00              | 29254            | \$160,897.00   |
| 44                   | 2521.518 | 6" CONCRETE WALK                   | S F  | \$11.25      | 5000              | 0                     | \$0.00              | 5189.25          | \$58,379.06    |
| 45                   | 2521.618 | 4" CONCRETE WALK SPECIAL           | S F  | \$6.50       | 20200             | 0                     | \$0.00              | 19551.25         | \$127,083.13   |
| 46                   | 2521.618 | 6" CONCRETE WALK SPECIAL           | S F  | \$7.85       | 1800              | 0                     | \$0.00              | 0                | \$0.00         |
| 47                   | 2531.503 | CONCRETE CURB & GUTTER DESIGN B618 | L F  | \$21.10      | 8400              | 0                     | \$0.00              | 7849             | \$165,613.90   |
| 48                   | 2531.504 | 8" CONCRETE DRIVEWAY PAVEMENT      | S Y  | \$94.20      | 1900              | 0                     | \$0.00              | 2115.4           | \$199,270.68   |
| 49                   | 2531.602 | CONCRETE MEDIAN NOSE-SPECIAL       | EACH | \$565.00     | 1                 | 0                     | \$0.00              | 1                | \$565.00       |
| 50                   | 2531.618 | TRUNCATED DOMES                    | S F  | \$60.10      | 300               | 0                     | \$0.00              | 316              | \$18,991.60    |
| 51                   | 2540.602 | TRASH RECEPTACLE                   | EACH | \$2,400.00   | 4                 | 0                     | \$0.00              | 4                | \$9,600.00     |
| 52                   | 2540.602 | RECYCLING UNIT                     | EACH | \$2,550.00   | 4                 | 0                     | \$0.00              | 4                | \$10,200.00    |
| 53                   | 2540.602 | BENCH                              | EACH | \$2,550.00   | 6                 | 0                     | \$0.00              | 6                | \$15,300.00    |
| 54                   | 2563.601 | MODULAR WHEELCHAIR RAMP SYSTEM     | LS   | \$750.00     | 1                 | 0                     | \$0.00              | 1                | \$750.00       |
| 55                   | 2563.601 | TRAFFIC CONTROL                    | LS   | \$40,000.00  | 1                 | 0                     | \$0.00              | 1                | \$40,000.00    |
| 56                   | 2564.502 | INSTALL SIGN                       | EACH | \$18.00      | 18                | 0                     | \$0.00              | 8                | \$144.00       |
| 57                   | 2564.518 | SIGN PANELS TYPE C                 | S F  | \$67.00      | 233               | 0                     | \$0.00              | 216.62           | \$14,513.54    |
| 58                   | 2564.518 | SIGN PANELS TYPE SPECIAL           | S F  | \$67.00      | 15                | 0                     | \$0.00              | 15               | \$1,005.00     |
| 59                   | 2571.502 | DECIDUOUS TREE 2.5" CAL B&B        | EACH | \$580.00     | 48                | 0                     | \$0.00              | 38               | \$22,040.00    |
| 60                   | 2571.502 | ORNAMENTAL TREE 2" CAL B&B         | EACH | \$480.00     | 16                | 0                     | \$0.00              | 16               | \$7,680.00     |
| 61                   | 2571.502 | PERENNIAL 1 GAL CONT               | EACH | \$24.50      | 931               | 0                     | \$0.00              | 804              | \$19,698.00    |
| 62                   | 2571.525 | DECIDUOUS SHRUB NO. 5 CONT         | EACH | \$63.25      | 319               | 0                     | \$0.00              | 278              | \$17,583.50    |
| 63                   | 2572.503 | TEMPORARY FENCE                    | L F  | \$10.00      | 100               | 0                     | \$0.00              | 0                | \$0.00         |
| 64                   | 2573.501 | STABILIZED CONSTRUCTION EXIT       | LS   | \$500.00     | 1                 | 0                     | \$0.00              | 1                | \$500.00       |



| Contract Item Status |          |                                         |      |            |                   |                       |                     |                  |                |
|----------------------|----------|-----------------------------------------|------|------------|-------------------|-----------------------|---------------------|------------------|----------------|
| Line No.             | Item     | Description                             | Unit | Unit Price | Contract Quantity | Quantity This Voucher | Amount This Voucher | Quantity To Date | Amount To Date |
| 65                   | 2573.502 | STORM DRAIN INLET PROTECTION            | EACH | \$185.00   | 100               | 0                     | \$0.00              | 62               | \$11,470.00    |
| 66                   | 2573.503 | SEDIMENT CONTROL LOG TYPE STRAW BIOROLL | L F  | \$2.70     | 4100              | 0                     | \$0.00              | 1676             | \$4,525.20     |
| 67                   | 2573.503 | SILT FENCE, TYPE MS                     | L F  | \$2.30     | 4100              | 0                     | \$0.00              | 959              | \$2,205.70     |
| 68                   | 2574.507 | COMMON TOPSOIL BORROW                   | C Y  | \$30.00    | 415               | 0                     | \$0.00              | 704.82           | \$21,144.60    |
| 69                   | 2574.508 | FERTILIZER TYPE 3                       | LB   | \$2.30     | 300               | 0                     | \$0.00              | 158              | \$363.40       |
| 70                   | 2575.504 | ROLLED EROSION PREVENTION CATEGORY 25   | S Y  | \$4.00     | 200               | 0                     | \$0.00              | 0                | \$0.00         |
| 71                   | 2575.505 | SEEDING                                 | ACRE | \$4,600.00 | 0.8               | 0                     | \$0.00              | 0.83             | \$3,818.00     |
| 72                   | 2575.508 | SEED MIXTURE 25-151                     | LB   | \$7.50     | 100               | 0                     | \$0.00              | 235              | \$1,762.50     |
| 73                   | 2575.508 | HYDRAULIC MULCH MATRIX                  | LB   | \$1.55     | 1800              | 0                     | \$0.00              | 1900             | \$2,945.00     |
| 74                   | 2575.523 | WATER                                   | MGAL | \$65.00    | 80                | 0                     | \$0.00              | 30.8             | \$2,002.00     |
| 75                   | 2575.523 | RAPID STABILIZATION METHOD 3            | MGAL | \$555.00   | 5                 | 0                     | \$0.00              | 0                | \$0.00         |
| 76                   | 2575.607 | MULCH MATERIAL TYPE SPECIAL             | C Y  | \$120.00   | 70                | 0                     | \$0.00              | 60               | \$7,200.00     |
| 77                   | 2582.503 | 4" SOLID LINE PAINT                     | L F  | \$0.45     | 7100              | 0                     | \$0.00              | 6124             | \$2,755.80     |
| 78                   | 2582.503 | 12" SOLID LINE PAINT                    | L F  | \$3.25     | 1100              | 0                     | \$0.00              | 908              | \$2,951.00     |
| 79                   | 2582.503 | 24" SOLID LINE PAINT                    | L F  | \$6.00     | 40                | 0                     | \$0.00              | 33               | \$198.00       |
| 80                   | 2582.503 | 4" BROKEN LINE PAINT                    | L F  | \$0.10     | 3700              | 0                     | \$0.00              | 740              | \$74.00        |
| 81                   | 2582.503 | 4" DBLE SOLID LINE PAINT                | L F  | \$0.60     | 300               | 0                     | \$0.00              | 299              | \$179.40       |
| 82                   | 2104.502 | REMOVE MANHOLE                          | EACH | \$1,000.00 | 1                 | 0                     | \$0.00              | 1                | \$1,000.00     |
| 83                   | 2104.502 | REMOVE CASTING                          | EACH | \$225.00   | 19                | 0                     | \$0.00              | 18               | \$4,050.00     |
| 84                   | 2104.502 | ABANDON MANHOLE                         | EACH | \$250.00   | 1                 | 0                     | \$0.00              | 0                | \$0.00         |
| 85                   | 2104.503 | REMOVE SEWER PIPE (SANITARY)            | L F  | \$28.00    | 40                | 0                     | \$0.00              | 8                | \$224.00       |
| 86                   | 2503.601 | SANITARY SEWER BYPASS PUMPING           | L S  | \$2,000.00 | 1                 | 0                     | \$0.00              | 0                | \$0.00         |
| 87                   | 2503.602 | CONNECT TO EXISTING SANITARY SEWER      | EACH | \$600.00   | 9                 | 0                     | \$0.00              | 8                | \$4,800.00     |
| 88                   | 2503.602 | 8"X6" PVC WYE                           | EACH | \$700.00   | 3                 | 0                     | \$0.00              | 2                | \$1,400.00     |
| 89                   | 2503.602 | 10"X6" PVC WYE                          | EACH | \$1,500.00 | 3                 | 0                     | \$0.00              | 2                | \$3,000.00     |

| Contract Item Status |          |                                   |      |            |                   |                       |                     |                  |                |
|----------------------|----------|-----------------------------------|------|------------|-------------------|-----------------------|---------------------|------------------|----------------|
| Line No.             | Item     | Description                       | Unit | Unit Price | Contract Quantity | Quantity This Voucher | Amount This Voucher | Quantity To Date | Amount To Date |
| 90                   | 2503.602 | 12"X6" PVC WYE                    | EACH | \$1,600.00 | 1                 | 0                     | \$0.00              | 1                | \$1,600.00     |
| 91                   | 2503.602 | 15"X6" PVC WYE                    | EACH | \$1,600.00 | 2                 | 0                     | \$0.00              | 1                | \$1,600.00     |
| 92                   | 2503.603 | 6" PVC PIPE SEWER                 | L F  | \$18.00    | 400               | 0                     | \$0.00              | 279              | \$5,022.00     |
| 93                   | 2504.604 | POLYSTYRENE INSULATION            | S Y  | \$3.00     | 200               | 0                     | \$0.00              | 10.5             | \$31.50        |
| 94                   | 2506.502 | CASTING ASSEMBLY                  | EACH | \$850.00   | 19                | 0                     | \$0.00              | 18               | \$15,300.00    |
| 95                   | 2506.602 | CHIMNEY SEAL                      | EACH | \$300.00   | 19                | 0                     | \$0.00              | 18               | \$5,400.00     |
| 96                   | 2104.502 | REMOVE GATE VALVE & BOX           | EACH | \$600.00   | 2                 | 0                     | \$0.00              | 3                | \$1,800.00     |
| 97                   | 2104.502 | REMOVE CURB STOP & BOX            | EACH | \$300.00   | 14                | 0                     | \$0.00              | 10               | \$3,000.00     |
| 98                   | 2104.502 | REMOVE HYDRANT                    | EACH | \$775.00   | 9                 | 0                     | \$0.00              | 9                | \$6,975.00     |
| 99                   | 2104.503 | REMOVE WATERMAIN                  | LF   | \$30.00    | 200               | 0                     | \$0.00              | 171              | \$5,130.00     |
| 100                  | 2504.502 | CURB BOX DRIVEWAY CASTING         | EACH | \$300.00   | 4                 | 0                     | \$0.00              | 9                | \$2,700.00     |
| 101                  | 2504.601 | TEMPORARY WATER SERVICE           | LS   | \$1,000.00 | 1                 | 0                     | \$0.00              | 0                | \$0.00         |
| 102                  | 2504.602 | 8" VALVE BOX                      | EACH | \$1,400.00 | 1                 | 0                     | \$0.00              | 4                | \$5,600.00     |
| 103                  | 2504.602 | ADJUST VALVE BOX SPECIAL          | EACH | \$500.00   | 1                 | 0                     | \$0.00              | 5                | \$2,500.00     |
| 104                  | 2504.602 | CONNECT TO EXISTING WATER MAIN    | EACH | \$850.00   | 39                | 0                     | \$0.00              | 10               | \$8,500.00     |
| 105                  | 2504.602 | CONNECT TO EXISTING WATER SERVICE | EACH | \$600.00   | 20                | 0                     | \$0.00              | 14               | \$8,400.00     |
| 106                  | 2504.602 | HYDRANT                           | EACH | \$6,100.00 | 9                 | 0                     | \$0.00              | 7                | \$42,700.00    |
| 107                  | 2504.602 | ADJUST GATE VALVE & BOX           | EACH | \$700.00   | 8                 | 0                     | \$0.00              | 8                | \$5,600.00     |
| 108                  | 2504.602 | 6" GATE VALVE & BOX               | EACH | \$2,500.00 | 18                | 0                     | \$0.00              | 5                | \$12,500.00    |
| 109                  | 2504.602 | 8" GATE VALVE & BOX               | EACH | \$2,700.00 | 3                 | 0                     | \$0.00              | 4                | \$10,800.00    |
| 110                  | 2504.602 | ADJUST CURB STOP                  | EACH | \$300.00   | 4                 | 0                     | \$0.00              | 4                | \$1,200.00     |
| 111                  | 2504.602 | 1" CURB STOP & BOX                | EACH | \$900.00   | 7                 | 0                     | \$0.00              | 7                | \$6,300.00     |
| 112                  | 2504.602 | 2" CURB STOP & BOX                | EACH | \$1,500.00 | 3                 | 0                     | \$0.00              | 0                | \$0.00         |
| 113                  | 2504.603 | 1" TYPE K COPPER PIPE             | L F  | \$120.00   | 70                | 0                     | \$0.00              | 39               | \$4,680.00     |
| 114                  | 2504.603 | 2" TYPE K COPPER PIPE             | L F  | \$145.00   | 30                | 0                     | \$0.00              | 6                | \$870.00       |



| Contract Item Status |                |                                                  |      |            |                   |                       |                     |                  |                |
|----------------------|----------------|--------------------------------------------------|------|------------|-------------------|-----------------------|---------------------|------------------|----------------|
| Line No.             | Item           | Description                                      | Unit | Unit Price | Contract Quantity | Quantity This Voucher | Amount This Voucher | Quantity To Date | Amount To Date |
| 115                  | 2504.603       | 6" WATERMAIN DUCTILE IRON CL 52                  | L F  | \$60.00    | 500               | 0                     | \$0.00              | 436              | \$26,160.00    |
| 116                  | 2504.603       | 8" WATERMAIN DUCTILE IRON CL 52                  | L F  | \$67.00    | 200               | 0                     | \$0.00              | 85               | \$5,695.00     |
| 117                  | 2504.608       | DUCTILE IRON FITTINGS                            | LB   | \$16.00    | 3200              | 0                     | \$0.00              | 791              | \$12,656.00    |
| 118                  | 2506.502       | ADJUST FRAME & RING CASTING                      | EACH | \$700.00   | 7                 | 0                     | \$0.00              | 5                | \$3,500.00     |
| 119                  | 2506.602       | CHIMNEY SEAL                                     | EACH | \$300.00   | 4                 | 0                     | \$0.00              | 4                | \$1,200.00     |
| 120                  | 2104.502       | REMOVE CASTING                                   | EACH | \$300.00   | 1                 | 0                     | \$0.00              | 1                | \$300.00       |
| 121                  | 2104.502       | REMOVE DRAINAGE STRUCTURE                        | EACH | \$350.00   | 41                | 0                     | \$0.00              | 40               | \$14,000.00    |
| 122                  | 2104.502       | ABANDON MANHOLE                                  | EACH | \$900.00   | 1                 | 0                     | \$0.00              | 1                | \$900.00       |
| 123                  | 2104.503       | REMOVE SEWER PIPE (STORM)                        | L F  | \$14.00    | 2000              | 0                     | \$0.00              | 1500             | \$21,000.00    |
| 124                  | 2104.603       | ABANDON STORM SEWER                              | L F  | \$20.00    | 300               | 0                     | \$0.00              | 0                | \$0.00         |
| 125                  | 2451.603       | AGGREGATE BEDDING                                | L F  | \$5.00     | 200               | 0                     | \$0.00              | 0                | \$0.00         |
| 126                  | 2503.503       | 12" PVC PIPE SEWER                               | L F  | \$400.00   | 24                | 0                     | \$0.00              | 20               | \$8,000.00     |
| 127                  | 2503.503       | 12" RC PIPE SEWER DES 3006 CL V                  | L F  | \$54.00    | 1477              | 0                     | \$0.00              | 1720             | \$92,880.00    |
| 128                  | 2503.503       | 15" RC PIPE SEWER DES 3006 CL V                  | L F  | \$60.00    | 1127              | 0                     | \$0.00              | 1114             | \$66,840.00    |
| 129                  | 2503.503       | 21" RC PIPE SEWER DES 3006 CL III                | L F  | \$75.00    | 206               | 0                     | \$0.00              | 206              | \$15,450.00    |
| 130                  | 2503.503       | 24" RC PIPE SEWER DES 3006 CL III                | L F  | \$80.00    | 364               | 0                     | \$0.00              | 379              | \$30,320.00    |
| 131                  | 2503.603       | 12" HDPE PIPE SEWER                              | L F  | \$75.00    | 23                | 0                     | \$0.00              | 20               | \$1,500.00     |
| 132                  | 2506.502       | ADJUST FRAME AND RING CASTING                    | EACH | \$600.00   | 1                 | 0                     | \$0.00              | 1                | \$600.00       |
| 133                  | 2506.502 /WR01 | CONSTRUCT DRAINAGE STRUCTURE DESIGN SPEC (2'X3') | EACH | \$1,900.00 | 15                | 0                     | \$0.00              | 15               | \$28,500.00    |
| 134                  | 2506.502       | CASTING ASSEMBLY                                 | EACH | \$875.00   | 44                | 0                     | \$0.00              | 53               | \$46,375.00    |
| 135                  | 2506.502       | CONSTRUCT DRAINAGE STRUCTURE DESIGN SPEC 1       | EACH | \$6,500.00 | 1                 | 0                     | \$0.00              | 1                | \$6,500.00     |
| 136                  | 2506.502       | CONSTRUCT DRAINAGE STRUCTURE DESIGN SPEC 2       | EACH | \$7,600.00 | 1                 | 0                     | \$0.00              | 1                | \$7,600.00     |
| 137                  | 2506.503       | CONSTRUCT DRAINAGE STRUCTURE DESIGN 48-4020      | L F  | \$675.00   | 163               | 0                     | \$0.00              | 160.23           | \$108,155.25   |
| 138                  | 2506.503       | CONSTRUCT DRAINAGE STRUCTURE DESIGN 60-4020      | LF   | \$865.00   | 33                | 0                     | \$0.00              | 37.67            | \$32,584.55    |
| 139                  | 2506.602       | CHIMNEY SEAL                                     | EACH | \$300.00   | 5                 | 0                     | \$0.00              | 2                | \$600.00       |

| Contract Item Status |          |                                          |      |            |                   |                       |                     |                  |                |
|----------------------|----------|------------------------------------------|------|------------|-------------------|-----------------------|---------------------|------------------|----------------|
| Line No.             | Item     | Description                              | Unit | Unit Price | Contract Quantity | Quantity This Voucher | Amount This Voucher | Quantity To Date | Amount To Date |
| 140                  | 2506.602 | CONNECT INTO EXISTING DRAINAGE STRUCTURE | EACH | \$1,500.00 | 2                 | 0                     | \$0.00              | 3                | \$4,500.00     |
| 141                  | 2506.602 | CONNECT INTO EXISTING STORM SEWER        | EACH | \$800.00   | 10                | 0                     | \$0.00              | 8                | \$6,400.00     |
| 142                  | 2104.502 | REMOVE LIGHTING UNIT                     | EACH | \$300.00   | 69                | 0                     | \$0.00              | 69               | \$20,700.00    |
| 143                  | 2104.502 | REMOVE LIGHT FOUNDATION                  | EACH | \$300.00   | 65                | 0                     | \$0.00              | 65               | \$19,500.00    |
| 144                  | 2104.502 | REMOVE SERVICE CABINET                   | EACH | \$550.00   | 1                 | 0                     | \$0.00              | 2                | \$1,100.00     |
| 145                  | 2545.502 | LIGHT FOUNDATION DESIGN E-MODIFIED       | EACH | \$1,310.00 | 52                | 0                     | \$0.00              | 52               | \$68,120.00    |
| 146                  | 2545.502 | LIGHTING UNIT TYPE SPECIAL 1             | EACH | \$6,010.00 | 36                | 0                     | \$0.00              | 36               | \$216,360.00   |
| 147                  | 2545.502 | LIGHTING UNIT TYPE SPECIAL 2             | EACH | \$4,210.00 | 20                | 0                     | \$0.00              | 20               | \$84,200.00    |
| 148                  | 2545.502 | SERVICE CABINET -TYPE L1                 | EACH | \$9,010.00 | 3                 | 0                     | \$0.00              | 3                | \$27,030.00    |
| 149                  | 2545.502 | SERVICE EQUIPMENT                        | EACH | \$2,510.00 | 3                 | 0                     | \$0.00              | 3                | \$7,530.00     |
| 150                  | 2545.502 | EQUIPMENT PAD B                          | EACH | \$1,510.00 | 3                 | 0                     | \$0.00              | 3                | \$4,530.00     |
| 151                  | 2545.502 | HANDHOLE                                 | EACH | \$3,510.00 | 19                | 0                     | \$0.00              | 13               | \$45,630.00    |
| 152                  | 2545.503 | 1.5" NON-METALLIC CONDUIT                | L F  | \$4.50     | 6100              | 0                     | \$0.00              | 6234             | \$28,053.00    |
| 153                  | 2545.503 | UNDERGROUND WIRE 1/C 8 AWG               | L F  | \$1.15     | 20900             | 0                     | \$0.00              | 19095            | \$21,959.25    |
| 154                  | 2101.502 | CLEARING                                 | EACH | \$350.00   | 20                | 0                     | \$0.00              | 20               | \$7,000.00     |
| 155                  | 2101.502 | GRUBBING                                 | EACH | \$100.00   | 20                | 0                     | \$0.00              | 20               | \$2,000.00     |
| 156                  | 2104.502 | REMOVE BOLLARDS                          | EACH | \$200.00   | 37                | 0                     | \$0.00              | 37               | \$7,400.00     |
| 157                  | 2104.502 | REMOVE PLANTER                           | EACH | \$100.00   | 6                 | 0                     | \$0.00              | 6                | \$600.00       |
| 158                  | 2104.502 | REMOVE SIGN                              | EACH | \$25.00    | 10                | 0                     | \$0.00              | 8                | \$200.00       |
| 159                  | 2104.502 | REMOVE HANDHOLE                          | EACH | \$125.00   | 5                 | 0                     | \$0.00              | 4                | \$500.00       |
| 160                  | 2104.502 | SALVAGE SIGN                             | EACH | \$25.00    | 9                 | 0                     | \$0.00              | 0                | \$0.00         |
| 161                  | 2104.503 | REMOVE CURB & GUTTER                     | L F  | \$6.00     | 110               | 0                     | \$0.00              | 0                | \$0.00         |
| 162                  | 2104.503 | REMOVE RETAINING WALL                    | L F  | \$50.00    | 160               | 0                     | \$0.00              | 145              | \$7,250.00     |
| 163                  | 2104.504 | REMOVE CONCRETE DRIVEWAY PAVEMENT        | S Y  | \$5.00     | 1050              | 0                     | \$0.00              | 119              | \$595.00       |
| 164                  | 2104.504 | REMOVE CONCRETE PAVEMENT                 | S Y  | \$5.00     | 130               | 0                     | \$0.00              | 0                | \$0.00         |



| Contract Item Status |          |                                    |      |             |                   |                       |                     |                  |                |
|----------------------|----------|------------------------------------|------|-------------|-------------------|-----------------------|---------------------|------------------|----------------|
| Line No.             | Item     | Description                        | Unit | Unit Price  | Contract Quantity | Quantity This Voucher | Amount This Voucher | Quantity To Date | Amount To Date |
| 165                  | 2104.518 | REMOVE CONCRETE WALK               | S F  | \$2.00      | 1010              | 0                     | \$0.00              | 500              | \$1,000.00     |
| 166                  | 2104.618 | REMOVE BRICK PAVERS                | S F  | \$2.00      | 15000             | 0                     | \$0.00              | 15324            | \$30,648.00    |
| 167                  | 2504.503 | IRRIGATION SLEEVE - 4" SCH 40 PVC  | L F  | \$12.00     | 650               | 0                     | \$0.00              | 990              | \$11,880.00    |
| 168                  | 2504.503 | IRRIGATION SLEEVE - 6" SCH 40 PVC  | L F  | \$42.00     | 50                | 0                     | \$0.00              | 0                | \$0.00         |
| 169                  | 2504.601 | IRRIGATION SYSTEM                  | LS   | \$25,000.00 | 1                 | 0                     | \$0.00              | 1                | \$25,000.00    |
| 170                  | 2504.602 | IRRIGATION SERVICE CONNECTION      | EACH | \$9,500.00  | 2                 | 0                     | \$0.00              | 2                | \$19,000.00    |
| 171                  | 2521.518 | 4" CONCRETE WALK                   | S F  | \$6.60      | 9600              | 0                     | \$0.00              | 10111.25         | \$66,734.25    |
| 172                  | 2521.618 | 4" CONCRETE WALK SPECIAL           | S F  | \$7.75      | 7500              | 0                     | \$0.00              | 2662.75          | \$20,636.31    |
| 173                  | 2521.618 | 6" CONCRETE WALK SPECIAL           | S F  | \$14.65     | 700               | 0                     | \$0.00              | 714.5            | \$10,467.43    |
| 174                  | 2531.503 | CONCRETE CURB & GUTTER DESIGN B612 | L F  | \$35.00     | 50                | 0                     | \$0.00              | 59               | \$2,065.00     |
| 175                  | 2531.503 | CONCRETE CURB & GUTTER DESIGN B618 | L F  | \$35.00     | 60                | 0                     | \$0.00              | 68               | \$2,380.00     |
| 176                  | 2531.504 | 8" CONCRETE DRIVEWAY PAVEMENT      | S Y  | \$100.00    | 120               | 0                     | \$0.00              | 120              | \$12,000.00    |
| 177                  | 2531.618 | TRUNCATED DOMES                    | S F  | \$65.00     | 50                | 0                     | \$0.00              | 48.5             | \$3,152.50     |
| 178                  | 2540.602 | TRASH RECEPTACLE                   | EACH | \$2,400.00  | 8                 | 0                     | \$0.00              | 4                | \$9,600.00     |
| 179                  | 2540.602 | RECYCLING UNIT                     | EACH | \$2,550.00  | 8                 | 0                     | \$0.00              | 4                | \$10,200.00    |
| 180                  | 2540.602 | PLANTER                            | EACH | \$70,400.00 | 1                 | 0                     | \$0.00              | 0.9              | \$63,360.00    |
| 181                  | 2540.602 | BENCH                              | EACH | \$2,550.00  | 3                 | 0                     | \$0.00              | 3                | \$7,650.00     |
| 182                  | 2540.602 | RELOCATE MAIL BOX                  | EACH | \$200.00    | 2                 | 0                     | \$0.00              | 0                | \$0.00         |
| 183                  | 2540.602 | ENTRANCE MONUMENT                  | EACH | \$65,000.00 | 2                 | 0                     | \$0.00              | 2                | \$130,000.00   |
| 184                  | 2564.502 | INSTALL SIGN                       | EACH | \$210.00    | 9                 | 0                     | \$0.00              | 5                | \$1,050.00     |
| 185                  | 2564.518 | SIGN PANELS TYPE C                 | S F  | \$68.00     | 29                | 0                     | \$0.00              | 18               | \$1,224.00     |
| 186                  | 2571.502 | DECIDUOUS TREE 2.5" CAL B&B        | EACH | \$585.00    | 16                | 0                     | \$0.00              | 24               | \$14,040.00    |
| 187                  | 2571.502 | ORNAMENTAL TREE 2" CAL B&B         | EACH | \$480.00    | 10                | 0                     | \$0.00              | 10               | \$4,800.00     |
| 188                  | 2571.502 | PERENNIAL 1 GAL CONT               | EACH | \$28.00     | 281               | 0                     | \$0.00              | 219              | \$6,132.00     |
| 189                  | 2571.525 | CONIFEROUS SHRUB NO 5 COUNT        | SHRB | \$80.00     | 64                | 0                     | \$0.00              | 64               | \$5,120.00     |



| Contract Item Status |          |                             |      |            |                   |                       |                     |                  |                       |
|----------------------|----------|-----------------------------|------|------------|-------------------|-----------------------|---------------------|------------------|-----------------------|
| Line No.             | Item     | Description                 | Unit | Unit Price | Contract Quantity | Quantity This Voucher | Amount This Voucher | Quantity To Date | Amount To Date        |
| 190                  | 2571.525 | DECIDUOUS SHRUB NO. 5 CONT  | EACH | \$65.00    | 219               | 0                     | \$0.00              | 219              | \$14,235.00           |
| 191                  | 2575.603 | LANDSCAPE EDGING            | L F  | \$25.00    | 60                | 0                     | \$0.00              | 0                | \$0.00                |
| 192                  | 2575.607 | MULCH MATERIAL TYPE SPECIAL | C Y  | \$115.00   | 15                | 0                     | \$0.00              | 15               | \$1,725.00            |
| <b>Bid Totals:</b>   |          |                             |      |            |                   |                       | <b>\$0.00</b>       |                  | <b>\$3,883,472.40</b> |

| Project Category Totals                                                          |  |  | Amount This Voucher | Amount To Date |
|----------------------------------------------------------------------------------|--|--|---------------------|----------------|
| Category                                                                         |  |  |                     |                |
| SCHEDULE A - SURFACE IMPROVEMENTS                                                |  |  | \$0.00              | \$2,124,217.36 |
| SCHEDULE B - SANITARY SEWER IMPROVEMENTS                                         |  |  | \$0.00              | \$43,427.50    |
| SCHEDULE C - WATERMAIN IMPROVEMENTS                                              |  |  | \$0.00              | \$178,466.00   |
| SCHEDULE D - DRAINAGE IMPROVEMENTS                                               |  |  | \$0.00              | \$493,004.80   |
| SCHEDULE E - STREET LIGHTING IMPROVEMENTS                                        |  |  | \$0.00              | \$544,712.25   |
| SCHEDULE F - STREETScape IMPROVEMENTS (GRANDE AVENUE AND CONCORD EXCHANGE NORTH) |  |  | \$0.00              | \$499,644.49   |

| Contract Change Item Status    |        |          |          |                                 |       |            |                   |                       |                     |                    |
|--------------------------------|--------|----------|----------|---------------------------------|-------|------------|-------------------|-----------------------|---------------------|--------------------|
| CC                             | CC No. | Line No. | Item     | Description                     | Units | Unit Price | Contract Quantity | Quantity This Voucher | Amount This Voucher | Amount To Date     |
| CO                             | 1      | 193      | 2504.602 | 8"X6" WET TAP                   | EACH  | \$4,550.00 | 1                 | 0                     | \$0.00              | \$31,850.00        |
| CO                             | 1      | 194      | 2301.504 | CONCRETE PAVEMENT 8" HIGH-EARLY | S Y   | \$19.50    | 400               | 0                     | \$0.00              | \$3,919.50         |
| CO                             | 1      | 195      | 2104.504 | REMOVE BITUMINOUS PATH PAVEMENT | S Y   | \$7.75     | 1408              | 0                     | \$0.00              | \$13,066.50        |
| <b>Contract Change Totals:</b> |        |          |          |                                 |       |            |                   |                       | <b>\$0.00</b>       | <b>\$48,836.00</b> |

| Contract Change Totals |                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |  |  | Amount This Voucher | Amount To Date |
|------------------------|-----------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|---------------------|----------------|
| No.                    | Contract Change | Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |  |  |                     |                |
| 1                      | CO              | <p>In accordance with the terms of this Contract, you are hereby authorized and instructed to perform the work as altered by the following provisions.</p> <p>The Engineer in concurrence with the City of South St. Paul, agree that removing an existing asphalt layer beneath the existing brick walk is necessary to install the new aggregate base layer. When removing the brick sidewalk, an unforeseen layer of asphalt was beneath the existing brick. In order to install the new aggregate base layer for the proposed 4" concrete walk, the asphalt layer is required to be removed.</p> <p>The Engineer in concurrence with the City of South St. Paul, agree that using hi-early concrete is necessary to accommodate local business traffic using their driveway for access within 72 hours.</p> <p>The Engineer in concurrence with the City of South St. Paul, agree that wet taping a 6" watermain gate valve is more favorable then cutting in a new gate valve.</p> |  |  | \$0.00              | \$48,836.00    |



| Contract Change Totals |                 |                                                                                                                                                                                                    |                     |                |
|------------------------|-----------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|----------------|
| No.                    | Contract Change | Description                                                                                                                                                                                        | Amount This Voucher | Amount To Date |
|                        |                 | This work will be considered "Contract Revisions" as provided for by Specification 1402. Payment for this work will be at negotiated unit prices. All invoices will be kept in the Engineers file. |                     |                |

| Material On Hand Additions |      |             |      |       |          |
|----------------------------|------|-------------|------|-------|----------|
| Line No.                   | Item | Description | Date | Added | Comments |
|                            |      |             |      |       |          |

| Material On Hand Balance |      |             |      |       |      |           |
|--------------------------|------|-------------|------|-------|------|-----------|
| Line No.                 | Item | Description | Date | Added | Used | Remaining |
|                          |      |             |      |       |      |           |

| TANKS |             |         |          |          |                                                                                   |       |              |            |          |             |             |              |            |
|-------|-------------|---------|----------|----------|-----------------------------------------------------------------------------------|-------|--------------|------------|----------|-------------|-------------|--------------|------------|
| Image | Manifold ID | Tank ID | Name     | Product  | Alarms                                                                            | Level | Gross Volume | Net Volume | Ullage   | Water Level | Temperature | Max Capacity | Capacity % |
|       |             | 1       | Diesel   | Diesel   |  | 74.72 | 11,452.24    | 11,390.74  | 6,096.88 | 0.00        | 71.80       | 19,499.03    | 58.73      |
|       |             | 2       | Unleaded | Unleaded |  | 48.63 | 5,135.34     | 5,108.80   | 5,402.16 | 1.01        | 67.35       | 11,728.41    | 43.79      |
|       |             | 3       | Off Road | Off Road |  | 42.51 | 3,455.16     | 3,439.03   | 3,820.67 | 0.00        | 70.27       | 8,084.26     | 42.74      |
|       |             | 4       | Diesel 1 | Diesel 1 |  | 25.50 | 1,798.02     | 1,789.95   | 7,192.38 | 0.41        | 69.87       | 9,993.69     | 17.99      |

Tank Sentinel AnyWare 0.9.9.4321 Copyright © 2004-2009 Franklin Fueling Systems. All rights reserved.

|                                                                                                                                                                                                                                      |  |  |  |  |                                                                                                     |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|--|--|-----------------------------------------------------------------------------------------------------|
| <b>CONTRACTOR'S PAY REQUEST</b><br><b>7TH AVE S &amp; I-494 WATERMAIN IMPROVEMENTS</b><br><b>CITY OF SOUTH ST PAUL</b><br><b>C.P. 2023-012, SAP 168-108-006</b><br><b>CONTRACTOR: MCNAMARA CONTRACTING, INC</b><br><b>10/15/2025</b> |  |  |  |  | <b>DISTRIBUTION:</b><br>CONTRACTOR (1)<br>OWNER (1)<br>ENGINEER (1)<br>BONDING CO. (0)<br>MNDOT (0) |
| TOTAL AMOUNT BID PLUS APPROVED CHANGE ORDERS                                                                                                                                                                                         |  |  |  |  | \$3,948,026.85                                                                                      |
| TOTAL, COMPLETED WORK TO DATE                                                                                                                                                                                                        |  |  |  |  | \$3,848,582.70                                                                                      |
| TOTAL, STORED MATERIALS TO DATE                                                                                                                                                                                                      |  |  |  |  | \$107,900.40                                                                                        |
| DEDUCTION FOR STORED MATERIALS USED IN WORK COMPLETED                                                                                                                                                                                |  |  |  |  | \$107,900.40                                                                                        |
| TOTAL, COMPLETED WORK & STORED MATERIALS                                                                                                                                                                                             |  |  |  |  | \$3,848,582.70                                                                                      |
| RETAINED PERCENTAGE ( 0.0% )                                                                                                                                                                                                         |  |  |  |  | \$0.00                                                                                              |
| TOTAL AMOUNT OF OTHER PAYMENTS OR (DEDUCTIONS)                                                                                                                                                                                       |  |  |  |  | \$0.00                                                                                              |
| NET AMOUNT DUE TO CONTRACTOR TO DATE                                                                                                                                                                                                 |  |  |  |  | \$3,848,582.70                                                                                      |
| TOTAL AMOUNT PAID ON PREVIOUS ESTIMATES                                                                                                                                                                                              |  |  |  |  | \$3,749,832.99                                                                                      |
| <b>PAY CONTRACTOR AS ESTIMATE NO. 6 - FINAL</b>                                                                                                                                                                                      |  |  |  |  | <b>\$98,749.71</b>                                                                                  |

| FUNDING CATEGORY NAME   | WORK CERTIFIED TO DATE | LESS AMOUNT RETAINED | LESS PREVIOUS PAYMENTS | AMOUNT THIS VOUCHER | TOTAL AMOUNT DUE TO DATE |
|-------------------------|------------------------|----------------------|------------------------|---------------------|--------------------------|
| LOCAL                   | \$2,397,513.34         | \$0.00               | \$2,335,040.36         | \$62,472.98         | \$2,397,513.34           |
| SAP 168-108-006 ROADWAY | \$1,291,666.01         | \$0.00               | \$1,259,374.36         | \$32,291.65         | \$1,291,666.01           |
| SAP 168-108-006 STORM   | \$159,403.35           | \$0.00               | \$155,418.27           | \$3,985.08          | \$159,403.35             |

**Certificate for Final Payment**

I hereby certify that, to the best of my knowledge and belief, all items quantities and prices of work and material shown on this Estimate are correct and that all work has been performed in full accordance with the terms and conditions of the Contract for this project between the Owner and the undersigned Contractor, and as amended by any authorized changes, and that the foregoing is a true and correct statement of the amount for the Final Estimate, that the provisions of M. S. 290.92 have been complied with and that all claims against me by reason of the Contract have been paid or satisfactorily secured.

Contractor: McNamara Contracting, Inc.  
16700 Chippendale Avenue  
Rosemount, MN 55068

By \_\_\_\_\_

Name

\_\_\_\_\_

Title

Date 10/21/25 \_\_\_\_\_

Approved \_\_\_\_\_

Contractor's Surety

CHECKED AND APPROVED AS TO QUANTITIES AND AMOUNT:

OWNER: CITY OF SOUTH ST PAUL, 125 3RD AVE N., SOUTH ST PAUL, MN 55075

By \_\_\_\_\_

THOMAS MADIGAN, ENGINEERING PROJECTS COORDINATOR

10/16/2025

Date

APPROVED FOR PAYMENT: CITY ENGINEER, KELSEY GELHAR, P.E.

By \_\_\_\_\_

Name

10/16/2025

Date

# Partial Pay Estimate No.:

6 - FINAL

7TH AVE S & I-494 WATERMAIN IMPROVEMENTS

CITY OF SOUTH ST PAUL

C.P. 2023-012, SAP 168-108-006

CONTRACTOR: MCNAMARA CONTRACTING, INC

10/15/2025

| ITEM NO.                             | MNDOT NO. | ITEM                                          | UNIT PRICE  | AS BID             |                  | TOTAL FROM PREVIOUS VOUCHER |                  | COMPLETED THIS VOUCHER |                  | COMPLETED TO DATE  |                  |        |          |          |              |
|--------------------------------------|-----------|-----------------------------------------------|-------------|--------------------|------------------|-----------------------------|------------------|------------------------|------------------|--------------------|------------------|--------|----------|----------|--------------|
|                                      |           |                                               |             | ESTIMATED QUANTITY | ESTIMATED AMOUNT | ESTIMATED QUANTITY          | ESTIMATED AMOUNT | ESTIMATED QUANTITY     | ESTIMATED AMOUNT | ESTIMATED QUANTITY | ESTIMATED AMOUNT |        |          |          |              |
| SCHEDULE 1 - 7TH AVENUE IMPROVEMENTS |           |                                               |             |                    |                  |                             |                  |                        |                  |                    |                  |        |          |          |              |
| 1                                    | 2021.501  | MOBILIZATION                                  | \$66,500.00 | 1                  | LUMP SUM         | \$66,500.00                 | 1                | LUMP SUM               | \$66,500.00      | 0                  | LUMP SUM         | \$0.00 | 1        | LUMP SUM | \$66,500.00  |
| 2                                    | 2101.502  | CLEARING                                      | \$500.00    | 3                  | EACH             | \$1,500.00                  | 2                | EACH                   | \$1,000.00       | 0                  | EACH             | \$0.00 | 2        | EACH     | \$1,000.00   |
| 3                                    | 2101.502  | GRUBBING                                      | \$105.00    | 3                  | EACH             | \$315.00                    | 2                | EACH                   | \$210.00         | 0                  | EACH             | \$0.00 | 2        | EACH     | \$210.00     |
| 4                                    | 2104.502  | REMOVE CASTING (STORM)                        | \$100.00    | 3                  | EACH             | \$300.00                    | 3                | EACH                   | \$300.00         | 0                  | EACH             | \$0.00 | 3        | EACH     | \$300.00     |
| 5                                    | 2104.502  | REMOVE CASTING (SANITARY)                     | \$100.00    | 10                 | EACH             | \$1,000.00                  | 10               | EACH                   | \$1,000.00       | 0                  | EACH             | \$0.00 | 10       | EACH     | \$1,000.00   |
| 6                                    | 2104.502  | REMOVE MANHOLE                                | \$700.00    | 1                  | EACH             | \$700.00                    | 1                | EACH                   | \$700.00         | 0                  | EACH             | \$0.00 | 1        | EACH     | \$700.00     |
| 7                                    | 2104.502  | REMOVE GATE VALVE & BOX                       | \$225.00    | 7                  | EACH             | \$1,575.00                  | 6                | EACH                   | \$1,350.00       | 0                  | EACH             | \$0.00 | 6        | EACH     | \$1,350.00   |
| 8                                    | 2104.502  | REMOVE CURB STOP & BOX                        | \$40.00     | 98                 | EACH             | \$3,920.00                  | 83               | EACH                   | \$3,320.00       | 0                  | EACH             | \$0.00 | 83       | EACH     | \$3,320.00   |
| 9                                    | 2104.502  | REMOVE HYDRANT                                | \$300.00    | 5                  | EACH             | \$1,500.00                  | 5                | EACH                   | \$1,500.00       | 0                  | EACH             | \$0.00 | 5        | EACH     | \$1,500.00   |
| 10                                   | 2104.502  | REMOVE DRAINAGE STRUCTURE                     | \$260.00    | 23                 | EACH             | \$5,980.00                  | 23               | EACH                   | \$5,980.00       | 0                  | EACH             | \$0.00 | 23       | EACH     | \$5,980.00   |
| 11                                   | 2104.502  | REMOVE SIGN                                   | \$42.00     | 43                 | EACH             | \$1,806.00                  | 43               | EACH                   | \$1,806.00       | 0                  | EACH             | \$0.00 | 43       | EACH     | \$1,806.00   |
| 12                                   | 2104.502  | SALVAGE SIGN                                  | \$42.00     | 5                  | EACH             | \$210.00                    | 5                | EACH                   | \$210.00         | 0                  | EACH             | \$0.00 | 5        | EACH     | \$210.00     |
| 13                                   | 2104.503  | SAWING CONCRETE PAVEMENT (FULL DEPTH)         | \$2.00      | 332                | LIN FT           | \$664.00                    | 332              | LIN FT                 | \$664.00         | 0                  | LIN FT           | \$0.00 | 332      | LIN FT   | \$664.00     |
| 14                                   | 2104.503  | SAWING BITUMINOUS PAVEMENT (FULL DEPTH)       | \$2.00      | 656                | LIN FT           | \$1,312.00                  | 656              | LIN FT                 | \$1,312.00       | 0                  | LIN FT           | \$0.00 | 656      | LIN FT   | \$1,312.00   |
| 15                                   | 2104.503  | REMOVE WATER MAIN                             | \$4.25      | 3280               | LIN FT           | \$13,940.00                 | 3097             | LIN FT                 | \$13,162.25      | 0                  | LIN FT           | \$0.00 | 3,097    | LIN FT   | \$13,162.25  |
| 16                                   | 2104.503  | REMOVE SEWER PIPE (STORM)                     | \$9.00      | 694                | LIN FT           | \$6,246.00                  | 539              | LIN FT                 | \$4,851.00       | 0                  | LIN FT           | \$0.00 | 539      | LIN FT   | \$4,851.00   |
| 17                                   | 2104.503  | REMOVE SEWER PIPE (SANITARY)                  | \$50.00     | 44                 | LIN FT           | \$2,200.00                  | 34.5             | LIN FT                 | \$1,725.00       | 0                  | LIN FT           | \$0.00 | 34.5     | LIN FT   | \$1,725.00   |
| 18                                   | 2104.503  | REMOVE CURB & GUTTER                          | \$4.50      | 6266               | LIN FT           | \$28,017.00                 | 6256             | LIN FT                 | \$28,152.00      | 0                  | LIN FT           | \$0.00 | 6,256    | LIN FT   | \$28,152.00  |
| 19                                   | 2104.503  | REMOVE WATER SERVICE PIPE                     | \$3.00      | 2644               | LIN FT           | \$7,932.00                  | 2396.8           | LIN FT                 | \$7,190.40       | 0                  | LIN FT           | \$0.00 | 2,396.8  | LIN FT   | \$7,190.40   |
| 20                                   | 2104.503  | SALVAGE FENCE                                 | \$21.00     | 186                | LIN FT           | \$3,906.00                  | 178              | LIN FT                 | \$3,738.00       | 0                  | LIN FT           | \$0.00 | 178      | LIN FT   | \$3,738.00   |
| 21                                   | 2104.504  | REMOVE CONCRETE DRIVEWAY PAVEMENT             | \$33.50     | 318                | SQ YD            | \$10,653.00                 | 366              | SQ YD                  | \$12,261.00      | 0                  | SQ YD            | \$0.00 | 366      | SQ YD    | \$12,261.00  |
| 22                                   | 2104.504  | REMOVE BITUMINOUS DRIVEWAY PAVEMENT           | \$16.00     | 234                | SQ YD            | \$3,744.00                  | 203              | SQ YD                  | \$3,248.00       | 0                  | SQ YD            | \$0.00 | 203      | SQ YD    | \$3,248.00   |
| 23                                   | 2104.504  | REMOVE BITUMINOUS PAVEMENT                    | \$3.00      | 14972              | SQ YD            | \$44,916.00                 | 14972            | SQ YD                  | \$44,916.00      | 0                  | SQ YD            | \$0.00 | 14,972   | SQ YD    | \$44,916.00  |
| 24                                   | 2104.518  | REMOVE CONCRETE WALK                          | \$1.00      | 7816               | SQ FT            | \$7,816.00                  | 8041.3           | SQ FT                  | \$8,041.30       | 0                  | SQ FT            | \$0.00 | 8,041.3  | SQ FT    | \$8,041.30   |
| 25                                   | 2104.602  | SALVAGE SIGN SPECIAL                          | \$1,800.00  | 1                  | EACH             | \$1,800.00                  | 1                | EACH                   | \$1,800.00       | 0                  | EACH             | \$0.00 | 1        | EACH     | \$1,800.00   |
| 26                                   | 2106.507  | EXCAVATION - COMMON (P)                       | \$26.80     | 4866               | CU YD            | \$130,408.80                | 4866             | CU YD                  | \$130,408.80     | 0                  | CU YD            | \$0.00 | 4,866    | CU YD    | \$130,408.80 |
| 27                                   | 2106.507  | EXCAVATION - SUBGRADE                         | \$24.00     | 400                | CU YD            | \$9,600.00                  | 347.7            | CU YD                  | \$8,344.80       | 0                  | CU YD            | \$0.00 | 347.7    | CU YD    | \$8,344.80   |
| 28                                   | 2106.507  | SELECT GRANULAR EMBANKMENT (CV)               | \$23.50     | 400                | CU YD            | \$9,400.00                  | 0                | CU YD                  | \$0.00           | 0                  | CU YD            | \$0.00 | 0        | CU YD    | \$0.00       |
| 29                                   | 2111.519  | TEST ROLLING                                  | \$15.00     | 30.5               | RDST             | \$457.50                    | 30.5             | RDST                   | \$457.50         | 0                  | RDST             | \$0.00 | 30.5     | RDST     | \$457.50     |
| 30                                   | 2112.519  | SUBGRADE PREPARATION                          | \$100.00    | 30.5               | RDST             | \$3,050.00                  | 31               | RDST                   | \$3,100.00       | 0                  | RDST             | \$0.00 | 31       | RDST     | \$3,100.00   |
| 31                                   | 2118.507  | AGGREGATE SURFACING (CV) CLASS 5              | \$65.00     | 185                | CU YD            | \$12,025.00                 | 279.36           | CU YD                  | \$18,158.40      | 0                  | CU YD            | \$0.00 | 279.36   | CU YD    | \$18,158.40  |
| 32                                   | 2123.602  | UTILITY CREW                                  | \$500.00    | 5                  | EACH             | \$2,500.00                  | 2                | EACH                   | \$1,000.00       | 0                  | EACH             | \$0.00 | 2        | EACH     | \$1,000.00   |
| 33                                   | 2123.610  | STREET SWEEPER (WITH PICKUP BROOM)            | \$200.00    | 75                 | HOUR             | \$15,000.00                 | 51.75            | HOUR                   | \$10,350.00      | 0                  | HOUR             | \$0.00 | 51.75    | HOUR     | \$10,350.00  |
| 34                                   | 2130.523  | WATER                                         | \$75.00     | 75                 | MGAL             | \$5,625.00                  | 75               | MGAL                   | \$5,625.00       | 0                  | MGAL             | \$0.00 | 75       | MGAL     | \$5,625.00   |
| 35                                   | 2211.509  | AGGREGATE BASE CLASS 5                        | \$16.25     | 7878               | TON              | \$128,017.50                | 7369.90          | TON                    | \$119,760.88     | 0                  | TON              | \$0.00 | 7,369.9  | TON      | \$119,760.88 |
| 36                                   | 2331.603  | JOINT ADHESIVE                                | \$0.75      | 6258               | LIN FT           | \$4,693.50                  | 6810             | LIN FT                 | \$5,107.50       | 0                  | LIN FT           | \$0.00 | 6,810    | LIN FT   | \$5,107.50   |
| 37                                   | 2360.509  | TYPE SP 9.5 WEARING COURSE MIXTURE (3,C)      | \$81.00     | 1230               | TON              | \$99,630.00                 | 1314.93          | TON                    | \$106,509.33     | 0                  | TON              | \$0.00 | 1,314.93 | TON      | \$106,509.33 |
| 38                                   | 2360.509  | TYPE SP 12.5 NON WEARING COURSE MIXTURE (3,C) | \$76.75     | 3142               | TON              | \$241,148.50                | 2979.08          | TON                    | \$228,644.39     | 0                  | TON              | \$0.00 | 2,979.08 | TON      | \$228,644.39 |
| 39                                   | 2501.503  | 12" RC PIPE SEWER DES 3006 CL V               | \$62.50     | 35                 | LIN FT           | \$2,187.50                  | 35               | LIN FT                 | \$2,187.50       | 0                  | LIN FT           | \$0.00 | 35       | LIN FT   | \$2,187.50   |
| 40                                   | 2501.503  | 15" RC PIPE SEWER DES 3006 CL V               | \$63.00     | 561                | LIN FT           | \$35,343.00                 | 561              | LIN FT                 | \$35,343.00      | 0                  | LIN FT           | \$0.00 | 561      | LIN FT   | \$35,343.00  |
| 41                                   | 2501.503  | 18" RC PIPE SEWER DES 3006 CL V               | \$33.00     | 60                 | LIN FT           | \$1,980.00                  | 62               | LIN FT                 | \$2,046.00       | 0                  | LIN FT           | \$0.00 | 62       | LIN FT   | \$2,046.00   |
| 42                                   | 2501.503  | 30" RC PIPE SEWER DES 3006 CL V               | \$185.00    | 17                 | LIN FT           | \$3,145.00                  | 16               | LIN FT                 | \$2,960.00       | 0                  | LIN FT           | \$0.00 | 16       | LIN FT   | \$2,960.00   |
| 43                                   | 2503.503  | 10" PVC PIPE SEWER                            | \$100.00    | 14                 | LIN FT           | \$1,400.00                  | 11.5             | LIN FT                 | \$1,150.00       | 0                  | LIN FT           | \$0.00 | 11.5     | LIN FT   | \$1,150.00   |
| 44                                   | 2503.503  | 12" PVC PIPE SEWER                            | \$120.00    | 30                 | LIN FT           | \$3,600.00                  | 23               | LIN FT                 | \$2,760.00       | 0                  | LIN FT           | \$0.00 | 23       | LIN FT   | \$2,760.00   |
| 45                                   | 2503.601  | SANITARY SEWER BYPASS PUMPING                 | \$5,000.00  | 1                  | LUMP SUM         | \$5,000.00                  | 0                | LUMP SUM               | \$0.00           | 0                  | LUMP SUM         | \$0.00 | 0        | LUMP SUM | \$0.00       |
| 46                                   | 2503.602  | REINSTATE SANITARY SEWER SERVICE              | \$140.00    | 94                 | EACH             | \$13,160.00                 | 93               | EACH                   | \$13,020.00      | 0                  | EACH             | \$0.00 | 93       | EACH     | \$13,020.00  |
| 47                                   | 2503.602  | CONNECT TO EXISTING SANITARY SEWER            | \$1,100.00  | 2                  | EACH             | \$2,200.00                  | 2                | EACH                   | \$2,200.00       | 0                  | EACH             | \$0.00 | 2        | EACH     | \$2,200.00   |
| 48                                   | 2503.602  | CONNECT TO EXISTING STORM SEWER               | \$1,000.00  | 8                  | EACH             | \$8,000.00                  | 8                | EACH                   | \$8,000.00       | 0                  | EACH             | \$0.00 | 8        | EACH     | \$8,000.00   |
| 49                                   | 2503.602  | CONNECT INTO EXISTING DRAINAGE STRUCTURE      | \$1,250.00  | 3                  | EACH             | \$3,750.00                  | 3                | EACH                   | \$3,750.00       | 0                  | EACH             | \$0.00 | 3        | EACH     | \$3,750.00   |
| 50                                   | 2503.603  | REPAIR SEWER PIPE                             | \$46.00     | 390                | LIN FT           | \$17,940.00                 | 426.25           | LIN FT                 | \$19,607.50      | 0                  | LIN FT           | \$0.00 | 426.25   | LIN FT   | \$19,607.50  |
| 51                                   | 2503.603  | LINING SEWER PIPE 12"                         | \$56.00     | 1965               | LIN FT           | \$110,040.00                | 1965             | LIN FT                 | \$110,040.00     | 0                  | LIN FT           | \$0.00 | 1,965    | LIN FT   | \$110,040.00 |
| 52                                   | 2503.603  | LINING SEWER PIPE 15"                         | \$82.00     | 988                | LIN FT           | \$81,016.00                 | 991              | LIN FT                 | \$81,262.00      | 0                  | LIN FT           | \$0.00 | 991      | LIN FT   | \$81,262.00  |
| 53                                   | 2503.603  | LINING SANITARY SEWER MANHOLE - 4' DIA.       | \$520.00    | 149                | LIN FT           | \$77,480.00                 | 134.01           | LIN FT                 | \$69,685.20      | 0                  | LIN FT           | \$0.00 | 134.01   | LIN FT   | \$69,685.20  |
| 54                                   | 2504.601  | TEMPORARY WATER SERVICE                       | \$26,500.00 | 1                  | LUMP SUM         | \$26,500.00                 | 1                | LUMP SUM               | \$26,500.00      | 0                  | LUMP SUM         | \$0.00 | 1        | LUMP SUM | \$26,500.00  |
| 55                                   | 2504.602  | CONNECT TO EXISTING WATER MAIN                | \$1,550.00  | 4                  | EACH             | \$6,200.00                  | 4                | EACH                   | \$6,200.00       | 0                  | EACH             | \$0.00 | 4        | EACH     | \$6,200.00   |
| 56                                   | 2504.602  | CONNECT TO EXISTING WATER SERVICE             | \$340.00    | 98                 | EACH             | \$33,320.00                 | 96               | EACH                   | \$32,640.00      | 0                  | EACH             | \$0.00 | 96       | EACH     | \$32,640.00  |

**Partial Pay Estimate No.:****6 - FINAL**

7TH AVE S &amp; I-494 WATERMAIN IMPROVEMENTS

CITY OF SOUTH ST PAUL

C.P. 2023-012, SAP 168-108-006

CONTRACTOR: MCNAMARA CONTRACTING, INC

10/15/2025

| ITEM NO. | MNDOT NO. | ITEM                                          | UNIT PRICE  | AS BID             |                  | TOTAL FROM PREVIOUS VOUCHER |                  | COMPLETED THIS VOUCHER |                  | COMPLETED TO DATE  |                  |
|----------|-----------|-----------------------------------------------|-------------|--------------------|------------------|-----------------------------|------------------|------------------------|------------------|--------------------|------------------|
|          |           |                                               |             | ESTIMATED QUANTITY | ESTIMATED AMOUNT | ESTIMATED QUANTITY          | ESTIMATED AMOUNT | ESTIMATED QUANTITY     | ESTIMATED AMOUNT | ESTIMATED QUANTITY | ESTIMATED AMOUNT |
| 57       | 2504.602  | HYDRANT                                       | \$6,500.00  | 5                  | EACH             | \$32,500.00                 |                  | 0                      | EACH             | \$0.00             |                  |
| 58       | 2504.602  | 1" CORPORATION STOP                           | \$150.00    | 98                 | EACH             | \$14,700.00                 |                  | 0                      | EACH             | \$0.00             |                  |
| 59       | 2504.602  | 6" GATE VALVE & BOX                           | \$3,600.00  | 5                  | EACH             | \$18,000.00                 |                  | 0                      | EACH             | \$0.00             |                  |
| 60       | 2504.602  | 8" GATE VALVE & BOX                           | \$4,500.00  | 10                 | EACH             | \$45,000.00                 |                  | 0                      | EACH             | \$0.00             |                  |
| 61       | 2504.602  | 1" CURB STOP & BOX                            | \$422.00    | 98                 | EACH             | \$41,356.00                 |                  | 0                      | EACH             | \$0.00             |                  |
| 62       | 2504.603  | 1" TYPE K COPPER PIPE                         | \$35.00     | 2947               | LIN FT           | \$103,145.00                | 2488.3           | 0                      | LIN FT           | \$0.00             | 2,488.3          |
| 63       | 2504.603  | 6" WATERMAIN DUCTILE IRON CL 52               | \$65.00     | 45                 | LIN FT           | \$2,925.00                  | 48.5             | 0                      | LIN FT           | \$0.00             | 48.5             |
| 64       | 2504.603  | 8" WATERMAIN DUCTILE IRON CL 52               | \$77.50     | 3221               | LIN FT           | \$249,627.50                | 3180.3           | 0                      | LIN FT           | \$0.00             | 3,180.3          |
| 65       | 2504.604  | 4" POLYSTYRENE INSULATION                     | \$30.00     | 50                 | SQ YD            | \$1,500.00                  | 23.1             | 0                      | SQ YD            | \$0.00             | 23.1             |
| 66       | 2504.608  | DUCTILE IRON FITTINGS                         | \$20.00     | 1758               | LB               | \$35,160.00                 | 1203             | 0                      | LB               | \$0.00             | 1,203            |
| 67       | 2506.502  | CASTING ASSEMBLY (SANITARY)                   | \$1,300.00  | 11                 | EACH             | \$14,300.00                 | 11               | 0                      | EACH             | \$0.00             | 11               |
| 68       | 2506.502  | CASTING ASSEMBLY (STORM)                      | \$1,300.00  | 12                 | EACH             | \$15,600.00                 | 19               | 0                      | EACH             | \$0.00             | 19               |
| 69       | 2506.503  | CONSTRUCT DRAINAGE STRUCTURE DESIGN 48-4020   | \$545.00    | 55                 | LIN FT           | \$29,975.00                 | 83.15            | 0                      | LIN FT           | \$0.00             | 83.15            |
| 70       | 2506.503  | CONSTRUCT DRAINAGE STRUCTURE DESIGN 60-4020   | \$790.00    | 12.5               | LIN FT           | \$9,875.00                  | 7.74             | 0                      | LIN FT           | \$0.00             | 7.74             |
| 71       | 2506.503  | CONSTRUCT DRAINAGE STRUCTURE DESIGN 72-4020   | \$1,150.00  | 7.6                | LIN FT           | \$8,740.00                  | 6.57             | 0                      | LIN FT           | \$0.00             | 6.57             |
| 72       | 2506.503  | CONSTRUCT DRAINAGE STRUCTURE DESIGN 4007      | \$825.00    | 9                  | LIN FT           | \$7,425.00                  | 9                | 0                      | LIN FT           | \$0.00             | 9                |
| 73       | 2506.602  | CONSTRUCT DRAINAGE STRUCTURE DESIGN SPECIAL 1 | \$2,550.00  | 15                 | EACH             | \$38,250.00                 | 11               | 0                      | EACH             | \$0.00             | 11               |
| 74       | 2521.518  | 4" CONCRETE WALK                              | \$5.80      | 15398              | SQ FT            | \$89,308.40                 | 15940.9          | 0                      | SQ FT            | \$0.00             | 15,940.9         |
| 75       | 2521.518  | 6" CONCRETE WALK                              | \$15.75     | 990                | SQ FT            | \$15,592.50                 | 1075             | 0                      | SQ FT            | \$0.00             | 1,075            |
| 76       | 2531.503  | CONCRETE CURB & GUTTER DESIGN B618            | \$17.75     | 6258               | LIN FT           | \$111,079.50                | 6306.5           | 0                      | LIN FT           | \$0.00             | 6,306.5          |
| 77       | 2531.504  | 6" CONCRETE DRIVEWAY PAVEMENT                 | \$79.00     | 431                | SQ YD            | \$34,049.00                 | 595.1            | 0                      | SQ YD            | \$0.00             | 595.1            |
| 78       | 2531.603  | CONCRETE CURB DESIGN V                        | \$51.10     | 989                | LIN FT           | \$50,537.90                 | 471.2            | 0                      | LIN FT           | \$0.00             | 471.2            |
| 79       | 2531.618  | TRUNCATED DOMES                               | \$50.00     | 234                | SQ FT            | \$11,700.00                 | 230              | 0                      | SQ FT            | \$0.00             | 230              |
| 80       | 2563.601  | TRAFFIC CONTROL                               | \$19,000.00 | 1                  | LUMP SUM         | \$19,000.00                 | 1                | 0                      | LUMP SUM         | \$0.00             | 1                |
| 81       | 2545.501  | LIGHTING UNIT TYPE SPECIAL 1                  | \$4,075.00  | 9                  | EACH             | \$36,675.00                 | 9                | 0                      | EACH             | \$0.00             | 9                |
| 82       | 2545.501  | LIGHTING UNIT TYPE SPECIAL 2                  | \$6,500.00  | 14                 | EACH             | \$91,000.00                 | 14               | 0                      | EACH             | \$0.00             | 14               |
| 83       | 2545.502  | LIGHT FOUNDATION DESIGN E MODIFIED            | \$1,475.00  | 23                 | EACH             | \$33,925.00                 | 23               | 0                      | EACH             | \$0.00             | 23               |
| 84       | 2545.502  | SERVICE CABINET                               | \$7,450.00  | 1                  | EACH             | \$7,450.00                  | 1                | 0                      | EACH             | \$0.00             | 1                |
| 85       | 2545.502  | UNDERGROUND CABLE SPLICE                      | \$470.00    | 4                  | EACH             | \$1,880.00                  | 4                | 0                      | EACH             | \$0.00             | 4                |
| 86       | 2545.502  | EQUIPMENT PAD B (MOD)                         | \$3,150.00  | 1                  | EACH             | \$3,150.00                  | 1                | 0                      | EACH             | \$0.00             | 1                |
| 87       | 2545.502  | HANDHOLE                                      | \$2,000.00  | 6                  | EACH             | \$12,000.00                 | 6                | 0                      | EACH             | \$0.00             | 6                |
| 88       | 2545.503  | 2" NON-METALLIC CONDUIT                       | \$9.60      | 3750               | LIN FT           | \$36,000.00                 | 3750             | 0                      | LIN FT           | \$0.00             | 3,750            |
| 89       | 2545.503  | 3" NON-METALLIC CONDUIT                       | \$25.25     | 60                 | LIN FT           | \$1,515.00                  | 60               | 0                      | LIN FT           | \$0.00             | 60               |
| 90       | 2545.503  | UNDERGROUND WIRE 1/C 6 AWG                    | \$2.15      | 4091               | LIN FT           | \$8,795.65                  | 0                | 0                      | LIN FT           | \$0.00             | 0                |
| 91       | 2545.503  | UNDERGROUND WIRE 1/C 8 AWG                    | \$1.90      | 8182               | LIN FT           | \$15,545.80                 | 12273            | 0                      | LIN FT           | \$0.00             | 12,273           |
| 92       | 2545.503  | UNDERGROUND WIRE 1/C 2 AWG                    | \$4.00      | 150                | LIN FT           | \$600.00                    | 150              | 0                      | LIN FT           | \$0.00             | 150              |
| 93       | 2557.603  | INSTALL FENCE                                 | \$42.00     | 186                | LIN FT           | \$7,812.00                  | 170              | 0                      | LIN FT           | \$0.00             | 170              |
| 94       | 2563.602  | VEHICLE SPEED FEEDBACK SIGN                   | \$11,910.00 | 2                  | EACH             | \$23,820.00                 | 2                | 0                      | EACH             | \$0.00             | 2                |
| 95       | 2564.502  | INSTALL SIGN                                  | \$185.00    | 5                  | EACH             | \$925.00                    | 5                | 0                      | EACH             | \$0.00             | 5                |
| 96       | 2564.518  | SIGN PANELS TYPE C                            | \$45.00     | 168.5              | SQ FT            | \$7,582.50                  | 172.18           | 0                      | SQ FT            | \$0.00             | 172.18           |
| 97       | 2564.602  | SIGN PANELS TYPE SPECIAL                      | \$350.00    | 10                 | EACH             | \$3,500.00                  | 10               | 0                      | EACH             | \$0.00             | 10               |
| 98       | 2564.602  | INSTALL SIGN SPECIAL                          | \$3,500.00  | 1                  | EACH             | \$3,500.00                  | 1                | 0                      | EACH             | \$0.00             | 1                |
| 99       | 2571.502  | CONIFEROUS TREE 6' HT B&B                     | \$575.00    | 1                  | EACH             | \$575.00                    | 0                | 0                      | EACH             | \$0.00             | 0                |
| 100      | 2571.502  | DECIDUOUS TREE 2" CAL B&B                     | \$700.00    | 43                 | EACH             | \$30,100.00                 | 33               | 0                      | EACH             | \$0.00             | 33               |
| 101      | 2573.501  | STABILIZED CONSTRUCTION EXIT                  | \$1,200.00  | 1                  | LUMP SUM         | \$1,200.00                  | 1                | 0                      | LUMP SUM         | \$0.00             | 1                |
| 102      | 2573.501  | EROSION CONTROL SUPERVISOR                    | \$500.00    | 1                  | LUMP SUM         | \$500.00                    | 1                | 0                      | LUMP SUM         | \$0.00             | 1                |
| 103      | 2573.502  | STORM DRAIN INLET PROTECTION                  | \$168.00    | 45                 | EACH             | \$7,560.00                  | 45               | 0                      | EACH             | \$0.00             | 45               |
| 104      | 2573.503  | SILT FENCE, TYPE MS                           | \$5.00      | 100                | LIN FT           | \$500.00                    | 0                | 0                      | LIN FT           | \$0.00             | 0                |
| 105      | 2573.503  | SEDIMENT CONTROL LOG TYPE COMPOST             | \$3.00      | 500                | LIN FT           | \$1,500.00                  | 500              | 0                      | LIN FT           | \$0.00             | 500              |
| 106      | 2574.507  | COMMON TOPSOIL BORROW                         | \$61.50     | 715                | CU YD            | \$43,972.50                 | 840              | 0                      | CU YD            | \$0.00             | 840              |
| 107      | 2574.508  | FERTILIZER TYPE 3                             | \$1.15      | 150                | POUND            | \$172.50                    | 0                | 0                      | POUND            | \$0.00             | 0                |
| 108      | 2575.504  | SODDING TYPE LAWN                             | \$11.00     | 3718               | SQ YD            | \$40,898.00                 | 5452.1           | 0                      | SQ YD            | \$0.00             | 5,452.1          |
| 109      | 2575.523  | RAPID STABILIZATION METHOD 3                  | \$890.00    | 5                  | MGAL             | \$4,450.00                  | 0                | 0                      | MGAL             | \$0.00             | 0                |
| 110      | 2575.602  | SITE RESTORATION                              | \$520.00    | 10                 | EACH             | \$5,200.00                  | 1.35             | 0                      | EACH             | \$0.00             | 1.35             |
| 111      | 2582.503  | 4" SOLID LINE MULTI COMP (WR)                 | \$1.05      | 5654               | LIN FT           | \$5,936.70                  | 5493             | 0                      | LIN FT           | \$0.00             | 5,493            |
| 112      | 2582.503  | 24" SOLID LINE MULTI COMP (WR)                | \$12.60     | 34                 | LIN FT           | \$428.40                    | 26               | 0                      | LIN FT           | \$0.00             | 26               |
| 113      | 2582.503  | 4" BROKEN LINE MULTI COMP (WR)                | \$2.10      | 480                | LIN FT           | \$1,008.00                  | 490              | 0                      | LIN FT           | \$0.00             | 490              |



**Partial Pay Estimate No.:****6 - FINAL**

7TH AVE S &amp; I-494 WATERMAIN IMPROVEMENTS

CITY OF SOUTH ST PAUL

C.P. 2023-012, SAP 168-108-006

CONTRACTOR: MCNAMARA CONTRACTING, INC

10/15/2025

| ITEM NO.                                  | MNDOT NO. | ITEM                                                      | UNIT PRICE  | AS BID             |                  | TOTAL FROM PREVIOUS VOUCHER |                  | COMPLETED THIS VOUCHER |                  | COMPLETED TO DATE  |                  |            |         |          |              |
|-------------------------------------------|-----------|-----------------------------------------------------------|-------------|--------------------|------------------|-----------------------------|------------------|------------------------|------------------|--------------------|------------------|------------|---------|----------|--------------|
|                                           |           |                                                           |             | ESTIMATED QUANTITY | ESTIMATED AMOUNT | ESTIMATED QUANTITY          | ESTIMATED AMOUNT | ESTIMATED QUANTITY     | ESTIMATED AMOUNT | ESTIMATED QUANTITY | ESTIMATED AMOUNT |            |         |          |              |
| 114                                       | 2582.503  | 4" DBLE SOLID LINE MULTI COMP (WR)                        | \$2.10      | 788                | LIN FT           | \$1,654.80                  | 556              | LIN FT                 | \$1,167.60       | 0                  | LIN FT           | \$0.00     | 556     | LIN FT   | \$1,167.60   |
| 115                                       | 2582.518  | CROSSWALK MULTI COMP (WR)                                 | \$6.30      | 612                | SQ FT            | \$3,855.60                  | 540              | SQ FT                  | \$3,402.00       | 0                  | SQ FT            | \$0.00     | 540     | SQ FT    | \$3,402.00   |
| SCHEDULE 2 - I-494 WATERMAIN IMPROVEMENTS |           |                                                           |             |                    |                  |                             |                  |                        |                  |                    |                  |            |         |          |              |
| 116                                       | 2021.501  | MOBILIZATION                                              | \$36,000.00 | 1                  | LUMP SUM         | \$36,000.00                 | 1                | LUMP SUM               | \$36,000.00      | 0                  | LUMP SUM         | \$0.00     | 1       | LUMP SUM | \$36,000.00  |
| 117                                       | 2101.502  | CLEARING                                                  | \$500.00    | 5                  | EACH             | \$2,500.00                  | 5                | EACH                   | \$2,500.00       | 0                  | EACH             | \$0.00     | 5       | EACH     | \$2,500.00   |
| 118                                       | 2101.502  | GRUBBING                                                  | \$105.00    | 5                  | EACH             | \$525.00                    | 5                | EACH                   | \$525.00         | 0                  | EACH             | \$0.00     | 5       | EACH     | \$525.00     |
| 119                                       | 2101.601  | CLEARING & GRUBBING (BRUSH)                               | \$2,400.00  | 1                  | LUMP SUM         | \$2,400.00                  | 0                | LUMP SUM               | \$0.00           | 0                  | LUMP SUM         | \$0.00     | 0       | LUMP SUM | \$0.00       |
| 120                                       | 2104.502  | REMOVE DRAINAGE STRUCTURE (STORM)                         | \$300.00    | 3                  | EACH             | \$900.00                    | 3                | EACH                   | \$900.00         | 0                  | EACH             | \$0.00     | 3       | EACH     | \$900.00     |
| 121                                       | 2104.502  | REMOVE SIGN                                               | \$42.00     | 1                  | EACH             | \$42.00                     | 1                | EACH                   | \$42.00          | 0                  | EACH             | \$0.00     | 1       | EACH     | \$42.00      |
| 122                                       | 2104.502  | SALVAGE SIGN                                              | \$42.00     | 2                  | EACH             | \$84.00                     | 2                | EACH                   | \$84.00          | 0                  | EACH             | \$0.00     | 2       | EACH     | \$84.00      |
| 123                                       | 2104.502  | REMOVE HYDRANT                                            | \$300.00    | 7                  | EACH             | \$2,100.00                  | 8                | EACH                   | \$2,400.00       | 0                  | EACH             | \$0.00     | 8       | EACH     | \$2,400.00   |
| 124                                       | 2104.502  | REMOVE GATE VALVE AND BOX                                 | \$200.00    | 6                  | EACH             | \$1,200.00                  | 8                | EACH                   | \$1,600.00       | 0                  | EACH             | \$0.00     | 8       | EACH     | \$1,600.00   |
| 125                                       | 2104.502  | REMOVE CURB STOP & BOX                                    | \$200.00    | 2                  | EACH             | \$400.00                    | 2                | EACH                   | \$400.00         | 0                  | EACH             | \$0.00     | 2       | EACH     | \$400.00     |
| 126                                       | 2104.502  | REMOVE PIPE APRON                                         | \$300.00    | 1                  | EACH             | \$300.00                    | 1                | EACH                   | \$300.00         | 0                  | EACH             | \$0.00     | 1       | EACH     | \$300.00     |
| 127                                       | 2104.503  | REMOVE CHAIN LINK FENCE                                   | \$65.10     | 29                 | LIN FT           | \$1,887.90                  | 0                | LIN FT                 | \$0.00           | 0                  | LIN FT           | \$0.00     | 0       | LIN FT   | \$0.00       |
| 128                                       | 2104.503  | SAWING CONCRETE PAVEMENT (FULL DEPTH)                     | \$2.00      | 45                 | LIN FT           | \$90.00                     | 0                | LIN FT                 | \$0.00           | 0                  | LIN FT           | \$0.00     | 0       | LIN FT   | \$0.00       |
| 129                                       | 2104.503  | SAWING BITUMINOUS PAVEMENT (FULL DEPTH)                   | \$2.00      | 1308               | LIN FT           | \$2,616.00                  | 1308             | LIN FT                 | \$2,616.00       | 0                  | LIN FT           | \$0.00     | 1,308   | LIN FT   | \$2,616.00   |
| 130                                       | 2104.503  | REMOVE WATERMAIN                                          | \$8.00      | 574                | LIN FT           | \$4,592.00                  | 481.3            | LIN FT                 | \$3,850.40       | 0                  | LIN FT           | \$0.00     | 481.3   | LIN FT   | \$3,850.40   |
| 131                                       | 2104.503  | REMOVE SEWER PIPE (STORM)                                 | \$15.00     | 77                 | LIN FT           | \$1,155.00                  | 54               | LIN FT                 | \$810.00         | 0                  | LIN FT           | \$0.00     | 54      | LIN FT   | \$810.00     |
| 132                                       | 2104.503  | REMOVE WATER SERVICE PIPE                                 | \$5.00      | 62                 | LIN FT           | \$310.00                    | 46.3             | LIN FT                 | \$231.50         | 0                  | LIN FT           | \$0.00     | 46.3    | LIN FT   | \$231.50     |
| 133                                       | 2104.503  | REMOVE CURB AND GUTTER                                    | \$12.00     | 623                | LIN FT           | \$7,476.00                  | 556              | LIN FT                 | \$6,672.00       | 0                  | LIN FT           | \$0.00     | 556     | LIN FT   | \$6,672.00   |
| 134                                       | 2104.503  | REMOVE CONCRETE PAVEMENT                                  | \$27.50     | 146                | SQ YD            | \$4,015.00                  | 39.3             | SQ YD                  | \$1,080.75       | 0                  | SQ YD            | \$0.00     | 39.3    | SQ YD    | \$1,080.75   |
| 135                                       | 2104.504  | REMOVE BITUMINOUS PAVEMENT                                | \$7.00      | 2221               | SQ YD            | \$15,547.00                 | 2145.8           | SQ YD                  | \$15,020.60      | 0                  | SQ YD            | \$0.00     | 2,145.8 | SQ YD    | \$15,020.60  |
| 136                                       | 2104.601  | REMOVE GUARD RAIL                                         | \$1,800.00  | 1                  | LUMP SUM         | \$1,800.00                  | 1                | LUMP SUM               | \$1,800.00       | 0                  | LUMP SUM         | \$0.00     | 1       | LUMP SUM | \$1,800.00   |
| 137                                       | 2104.603  | ABANDON WATERMAIN (FLOWABLE FILL)                         | \$18.00     | 1972               | LIN FT           | \$35,496.00                 | 2031             | LIN FT                 | \$36,558.00      | 0                  | LIN FT           | \$0.00     | 2,031   | LIN FT   | \$36,558.00  |
| 138                                       | 2106.507  | EXCAVATION - COMMON (P)                                   | \$59.00     | 1111               | CU YD            | \$65,549.00                 | 1111             | CU YD                  | \$65,549.00      | 0                  | CU YD            | \$0.00     | 1,111   | CU YD    | \$65,549.00  |
| 139                                       | 2106.507  | EXCAVATION - SUBGRADE                                     | \$24.00     | 200                | CU YD            | \$4,800.00                  | 0                | CU YD                  | \$0.00           | 0                  | CU YD            | \$0.00     | 0       | CU YD    | \$0.00       |
| 140                                       | 2106.607  | SELECT GRANULAR BORROW (CV) (P)                           | \$35.00     | 741                | CU YD            | \$25,935.00                 | 741              | CU YD                  | \$25,935.00      | 0                  | CU YD            | \$0.00     | 741     | CU YD    | \$25,935.00  |
| 141                                       | 2106.607  | SELECT GRANULAR BORROW - SUBGRADE CORRECTION (CV)         | \$25.00     | 200                | CU YD            | \$5,000.00                  | 0                | CU YD                  | \$0.00           | 0                  | CU YD            | \$0.00     | 0       | CU YD    | \$0.00       |
| 142                                       | 2123.602  | UTILITY CREW                                              | \$500.00    | 5                  | EACH             | \$2,500.00                  | 3                | EACH                   | \$1,500.00       | 0                  | EACH             | \$0.00     | 3       | EACH     | \$1,500.00   |
| 143                                       | 2211.509  | AGGREGATE BASE CLASS 5                                    | \$42.00     | 700                | TON              | \$29,400.00                 | 607.67           | TON                    | \$25,522.14      | 0                  | TON              | \$0.00     | 607.67  | TON      | \$25,522.14  |
| 144                                       | 2360.509  | TYPE SP 9.5 WEARING COURSE MIXTURE (3,C)                  | \$115.00    | 192                | TON              | \$22,080.00                 | 346.53           | TON                    | \$39,850.95      | 22.61              | TON              | \$2,600.15 | 369.14  | TON      | \$42,451.10  |
| 145                                       | 2360.509  | TYPE SP 12.5 NON WEARING COURSE MIXTURE (3,C)             | \$100.00    | 511                | TON              | \$51,100.00                 | 544.72           | TON                    | \$54,472.00      | 0                  | TON              | \$0.00     | 544.72  | TON      | \$54,472.00  |
| 146                                       | 2501.502  | 12" RC PIPE APRON                                         | \$1,200.00  | 1                  | EA               | \$1,200.00                  | 1                | EA                     | \$1,200.00       | 0                  | EA               | \$0.00     | 1       | EA       | \$1,200.00   |
| 147                                       | 2503.503  | 12" RC PIPE SEWER DES 3006 CL V                           | \$62.50     | 56                 | LIN FT           | \$3,500.00                  | 54               | LIN FT                 | \$3,375.00       | 0                  | LIN FT           | \$0.00     | 54      | LIN FT   | \$3,375.00   |
| 148                                       | 2503.503  | 15" RC PIPE SEWER DES 3006 CL V                           | \$90.00     | 21                 | LIN FT           | \$1,890.00                  | 0                | LIN FT                 | \$0.00           | 0                  | LIN FT           | \$0.00     | 0       | LIN FT   | \$0.00       |
| 149                                       | 2503.602  | CONNECT TO EXISTING STORM SEWER                           | \$1,000.00  | 5                  | EACH             | \$5,000.00                  | 3                | EACH                   | \$3,000.00       | 0                  | EACH             | \$0.00     | 3       | EACH     | \$3,000.00   |
| 150                                       | 2504.601  | TEMPORARY WATER SERVICE                                   | \$4,000.00  | 1                  | LS               | \$4,000.00                  | 1                | LS                     | \$4,000.00       | 0                  | LS               | \$0.00     | 1       | LS       | \$4,000.00   |
| 151                                       | 2504.602  | CONNECT TO EXISTING WATER MAIN                            | \$2,250.00  | 10                 | EACH             | \$22,500.00                 | 9                | EACH                   | \$20,250.00      | 0                  | EACH             | \$0.00     | 9       | EACH     | \$20,250.00  |
| 152                                       | 2504.602  | 6" GATE VALVE & BOX                                       | \$3,600.00  | 7                  | EACH             | \$25,200.00                 | 7                | EACH                   | \$25,200.00      | 0                  | EACH             | \$0.00     | 7       | EACH     | \$25,200.00  |
| 153                                       | 2504.602  | 8" GATE VALVE & BOX                                       | \$4,550.00  | 9                  | EACH             | \$40,950.00                 | 10               | EACH                   | \$45,500.00      | 0                  | EACH             | \$0.00     | 10      | EACH     | \$45,500.00  |
| 154                                       | 2504.602  | 12" GATE VALVE & BOX                                      | \$7,100.00  | 2                  | EACH             | \$14,200.00                 | 1                | EACH                   | \$7,100.00       | 0                  | EACH             | \$0.00     | 1       | EACH     | \$7,100.00   |
| 155                                       | 2504.602  | HYDRANT                                                   | \$6,500.00  | 7                  | EACH             | \$45,500.00                 | 7                | EACH                   | \$45,500.00      | 0                  | EACH             | \$0.00     | 7       | EACH     | \$45,500.00  |
| 156                                       | 2504.602  | 1" CURB STOP & BOX                                        | \$422.00    | 2                  | EACH             | \$844.00                    | 2                | EACH                   | \$844.00         | 0                  | EACH             | \$0.00     | 2       | EACH     | \$844.00     |
| 157                                       | 2504.602  | CONNECT TO EXISTING WATER SERVICE                         | \$340.00    | 5                  | EACH             | \$1,700.00                  | 5                | EACH                   | \$1,700.00       | 0                  | EACH             | \$0.00     | 5       | EACH     | \$1,700.00   |
| 158                                       | 2504.602  | 1" CORPORATION STOP                                       | \$150.00    | 5                  | EACH             | \$750.00                    | 5                | EACH                   | \$750.00         | 0                  | EACH             | \$0.00     | 5       | EACH     | \$750.00     |
| 159                                       | 2504.602  | HDD INSTALLATION PIT (50'X12')                            | \$5,500.00  | 9                  | EACH             | \$49,500.00                 | 8                | EACH                   | \$44,000.00      | 0                  | EACH             | \$0.00     | 8       | EACH     | \$44,000.00  |
| 160                                       | 2504.602  | HDD INSTALLATION PIT (100'X12')                           | \$10,000.00 | 1                  | EACH             | \$10,000.00                 | 1                | EACH                   | \$10,000.00      | 0                  | EACH             | \$0.00     | 1       | EACH     | \$10,000.00  |
| 161                                       | 2504.603  | 1" TYPE K COPPER PIPE                                     | \$50.50     | 62                 | LIN FT           | \$3,131.00                  | 46.3             | LIN FT                 | \$2,338.15       | 0                  | LIN FT           | \$0.00     | 46.3    | LIN FT   | \$2,338.15   |
| 162                                       | 2504.603  | 6" WATERMAIN DUCTILE IRON CL 52                           | \$65.00     | 130                | LIN FT           | \$8,450.00                  | 125.9            | LIN FT                 | \$8,183.50       | 0                  | LIN FT           | \$0.00     | 125.9   | LIN FT   | \$8,183.50   |
| 163                                       | 2504.603  | 8" WATERMAIN DUCTILE IRON CL 52                           | \$77.50     | 1503               | LIN FT           | \$116,482.50                | 981              | LIN FT                 | \$76,027.50      | 0                  | LIN FT           | \$0.00     | 981     | LIN FT   | \$76,027.50  |
| 164                                       | 2504.603  | 12" WATERMAIN DUCTILE IRON CL 52                          | \$113.00    | 115                | LIN FT           | \$12,995.00                 | 39               | LIN FT                 | \$4,407.00       | 0                  | LIN FT           | \$0.00     | 39      | LIN FT   | \$4,407.00   |
| 165                                       | 2504.603  | 10" WATERMAIN HDPE DIPS DR 11 (9.0" ID)                   | \$98.00     | 1250               | LIN FT           | \$122,500.00                | 1500             | LIN FT                 | \$147,000.00     | 0                  | LIN FT           | \$0.00     | 1,500   | LIN FT   | \$147,000.00 |
| 166                                       | 2504.603  | 14" WATERMAIN HDPE DIPS DR 11 (12.4" ID) - THROUGH CASING | \$110.00    | 407                | LIN FT           | \$44,770.00                 | 407              | LIN FT                 | \$44,770.00      | 0                  | LIN FT           | \$0.00     | 407     | LIN FT   | \$44,770.00  |
| 167                                       | 2504.603  | 24" HDPE DIPS DR 11 (19.7" ID) CASING PIPE                | \$385.00    | 407                | LIN FT           | \$156,695.00                | 407              | LIN FT                 | \$156,695.00     | 0                  | LIN FT           | \$0.00     | 407     | LIN FT   | \$156,695.00 |
| 168                                       | 2504.608  | DUCTILE IRON FITTINGS                                     | \$20.00     | 2720               | LB               | \$54,400.00                 | 4042             | LB                     | \$80,840.00      | 0                  | LB               | \$0.00     | 4,042   | LB       | \$80,840.00  |
| 169                                       | 2506.502  | ADJUST FRAME AND RING CASTING                             | \$920.00    | 4                  | EACH             | \$3,680.00                  | 4                | EACH                   | \$3,680.00       | 0                  | EACH             | \$0.00     | 4       | EACH     | \$3,680.00   |

**Partial Pay Estimate No.:**
**6 - FINAL**

7TH AVE S &amp; I-494 WATERMAIN IMPROVEMENTS

CITY OF SOUTH ST PAUL

C.P. 2023-012, SAP 168-108-006

CONTRACTOR: MCNAMARA CONTRACTING, INC

10/15/2025

| ITEM NO.      | MNDOT NO. | ITEM                                          | UNIT PRICE  | AS BID             |                  | TOTAL FROM PREVIOUS VOUCHER |                  | COMPLETED THIS VOUCHER |                  | COMPLETED TO DATE  |                  |        |
|---------------|-----------|-----------------------------------------------|-------------|--------------------|------------------|-----------------------------|------------------|------------------------|------------------|--------------------|------------------|--------|
|               |           |                                               |             | ESTIMATED QUANTITY | ESTIMATED AMOUNT | ESTIMATED QUANTITY          | ESTIMATED AMOUNT | ESTIMATED QUANTITY     | ESTIMATED AMOUNT | ESTIMATED QUANTITY | ESTIMATED AMOUNT |        |
| 170           | 2506.503  | CONSTRUCT DRAINAGE STRUCTURE DESIGN 48-4020   | \$900.00    | 3.4                | LIN FT           | \$3,060.00                  | 0                | LIN FT                 | \$0.00           | 0                  | LIN FT           | \$0.00 |
| 171           | 2506.602  | CONSTRUCT DRAINAGE STRUCTURE DESIGN SPECIAL 1 | \$2,650.00  | 2                  | EACH             | \$5,300.00                  | 3                | EACH                   | \$7,950.00       | 0                  | EACH             | \$0.00 |
| 172           | 2521.518  | 4" CONCRETE WALK                              | \$9.15      | 130                | SQ FT            | \$1,189.50                  | 246              | SQ FT                  | \$2,250.90       | 0                  | SQ FT            | \$0.00 |
| 173           | 2521.518  | 6" CONCRETE WALK                              | \$15.75     | 187                | SQ FT            | \$2,945.25                  | 108              | SQ FT                  | \$1,701.00       | 0                  | SQ FT            | \$0.00 |
| 174           | 2531.503  | CONCRETE CURB AND GUTTER DESIGN B618          | \$37.30     | 623                | LIN FT           | \$23,237.90                 | 570              | LIN FT                 | \$21,261.00      | 0                  | LIN FT           | \$0.00 |
| 175           | 2531.618  | TRUNCATED DOMES                               | \$50.00     | 12                 | SQ FT            | \$600.00                    | 12               | SQ FT                  | \$600.00         | 0                  | SQ FT            | \$0.00 |
| 176           | 2557.603  | CHAIN LINK FENCE, DES 48-9322                 | \$168.00    | 17                 | LIN FT           | \$2,856.00                  | 0                | LIN FT                 | \$0.00           | 0                  | LIN FT           | \$0.00 |
| 177           | 2563.601  | TRAFFIC CONTROL                               | \$13,000.00 | 1                  | LUMP SUM         | \$13,000.00                 | 1                | LUMP SUM               | \$13,000.00      | 0                  | LUMP SUM         | \$0.00 |
| 178           | 2564.502  | SIGN PANELS TYPE C                            | \$44.00     | 7                  | SF               | \$308.00                    | 10.25            | SF                     | \$451.00         | 0                  | SF               | \$0.00 |
| 179           | 2564.602  | SIGN PANELS TYPE SPECIAL                      | \$525.00    | 1                  | EACH             | \$525.00                    | 1                | EACH                   | \$525.00         | 0                  | EACH             | \$0.00 |
| 180           | 2573.501  | EROSION CONTROL SUPERVISOR                    | \$500.00    | 1                  | LUMP SUM         | \$500.00                    | 1                | LUMP SUM               | \$500.00         | 0                  | LUMP SUM         | \$0.00 |
| 181           | 2573.502  | STORM DRAIN INLET PROTECTION                  | \$168.00    | 29                 | EACH             | \$4,872.00                  | 29               | EACH                   | \$4,872.00       | 0                  | EACH             | \$0.00 |
| 182           | 2573.503  | SEDIMENT CONTROL LOG TYPE COMPOST             | \$3.00      | 800                | LIN FT           | \$2,400.00                  | 400              | LIN FT                 | \$1,200.00       | 0                  | LIN FT           | \$0.00 |
| 183           | 2573.503  | SILT FENCE, TYPE MS                           | \$3.50      | 600                | LIN FT           | \$2,100.00                  | 0                | LIN FT                 | \$0.00           | 0                  | LIN FT           | \$0.00 |
| 184           | 2574.507  | COMMON TOPSOIL BORROW                         | \$61.50     | 329                | CU YD            | \$20,233.50                 | 150              | CU YD                  | \$9,225.00       | 0                  | CU YD            | \$0.00 |
| 185           | 2575.504  | SODDING TYPE LAWN                             | \$13.00     | 1969               | SQ YD            | \$25,597.00                 | 1476.1           | SQ YD                  | \$19,189.30      | 0                  | SQ YD            | \$0.00 |
| 186           | 2582.503  | 4" SOLID LINE MULTI COMP (WR)                 | \$1.05      | 350                | LIN FT           | \$367.50                    | 412              | LIN FT                 | \$432.60         | 0                  | LIN FT           | \$0.00 |
| 187           | 2582.503  | 24" SOLID LINE MULTI COMP (WR)                | \$12.60     | 30                 | LIN FT           | \$378.00                    | 19               | LIN FT                 | \$239.40         | 0                  | LIN FT           | \$0.00 |
| 188           | 2582.503  | 4" DBLE SOLID LIINE MULTI COMP (WR)           | \$2.10      | 230                | LIN FT           | \$483.00                    | 219              | LIN FT                 | \$459.90         | 0                  | LIN FT           | \$0.00 |
| 189           | 2582.503  | 4" BROKEN LINE MULTI COMP (WR)                | \$2.10      | 30                 | LIN FT           | \$63.00                     | 20               | LIN FT                 | \$42.00          | 0                  | LIN FT           | \$0.00 |
| 190           | 2582.518  | PAVEMENT MESSAGE MULTI COMP (WR)              | \$15.75     | 15                 | SQ FT            | \$236.25                    | 30               | SQ FT                  | \$472.50         | 0                  | SQ FT            | \$0.00 |
| 191           | 2582.518  | CROSSWALK MULTI COMP (WR)                     | \$6.30      | 450                | SQ FT            | \$2,835.00                  | 306              | SQ FT                  | \$1,927.80       | 0                  | SQ FT            | \$0.00 |
| TOTAL AMOUNT: |           |                                               |             | \$3,948,026.85     |                  | \$3,845,982.55              |                  | \$2,600.15             |                  | \$3,848,582.70     |                  |        |



|                                                                                                                                                                                                                                            |  |  |  |  |                                                                                                     |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|--|--|-----------------------------------------------------------------------------------------------------|
| <b>CONTRACTOR'S PAY REQUEST</b><br><b>MARIE AVENUE RECONSTRUCTION PROJECT</b><br><b>CITY OF SOUTH ST PAUL</b><br><b>C.P. 2024-05, SP 168-104-011, CRP 1925 (102)</b><br><b>CONTRACTOR: HESELTON CONSTRUCTION, LLC</b><br><b>12/18/2025</b> |  |  |  |  | <b>DISTRIBUTION:</b><br>CONTRACTOR (1)<br>OWNER (1)<br>ENGINEER (1)<br>BONDING CO. (0)<br>MNDOT (0) |
| TOTAL AMOUNT BID PLUS APPROVED CHANGE ORDERS                                                                                                                                                                                               |  |  |  |  | \$2,598,791.00                                                                                      |
| TOTAL, COMPLETED WORK TO DATE                                                                                                                                                                                                              |  |  |  |  | \$2,521,784.41                                                                                      |
| TOTAL, STORED MATERIALS TO DATE                                                                                                                                                                                                            |  |  |  |  | \$0.00                                                                                              |
| DEDUCTION FOR STORED MATERIALS USED IN WORK COMPLETED                                                                                                                                                                                      |  |  |  |  | \$0.00                                                                                              |
| TOTAL, COMPLETED WORK & STORED MATERIALS                                                                                                                                                                                                   |  |  |  |  | \$2,521,784.41                                                                                      |
| RETAINED PERCENTAGE ( 3% )                                                                                                                                                                                                                 |  |  |  |  | \$75,653.53                                                                                         |
| TOTAL AMOUNT OF OTHER PAYMENTS OR (DEDUCTIONS)                                                                                                                                                                                             |  |  |  |  | \$0.00                                                                                              |
| NET AMOUNT DUE TO CONTRACTOR TO DATE                                                                                                                                                                                                       |  |  |  |  | \$2,446,130.88                                                                                      |
| TOTAL AMOUNT PAID ON PREVIOUS ESTIMATES                                                                                                                                                                                                    |  |  |  |  | \$2,378,884.53                                                                                      |
| <b>PAY CONTRACTOR AS ESTIMATE NO. 5</b>                                                                                                                                                                                                    |  |  |  |  | <b>\$67,246.35</b>                                                                                  |

| FUNDING CATEGORY NAME  | WORK CERTIFIED TO DATE | LESS AMOUNT RETAINED | LESS PREVIOUS PAYMENTS | AMOUNT THIS VOUCHER | TOTAL AMOUNT DUE TO DATE |
|------------------------|------------------------|----------------------|------------------------|---------------------|--------------------------|
| LOCAL                  | \$1,007,228.86         | \$30,216.87          | \$941,275.13           | \$35,736.86         | \$977,011.99             |
| SP 168-104-011 ROADWAY | \$1,314,124.38         | \$39,423.73          | \$1,247,199.79         | \$27,500.86         | \$1,274,700.65           |
| SP 168-104-011 STORM   | \$200,431.17           | \$6,012.94           | \$190,409.61           | \$4,008.62          | \$194,418.23             |

Certificate for Partial Payment

I hereby certify that, to the best of my knowledge and belief, all items quantities and prices of work and material shown on this Estimate are correct and that all work has been performed in full accordance with the terms and conditions of the Contract for this project between the Owner and the undersigned Contractor, and as amended by any authorized changes, and that the foregoing is a true and correct statement of the contract amount for the period covered by this Estimate.

Contractor: Heselton Construction, LLC  
 680 24th Street NW  
 Faribault, MN 55021

By   

Name
Title

Project Manager

Date 12/19/2025

CHECKED AND APPROVED AS TO QUANTITIES AND AMOUNT:  
 OWNER: CITY OF SOUTH ST PAUL, 125 3RD AVE N., SOUTH ST PAUL, MN 55075

By   
 THOMAS MADIGAN, ENGINEERING PROJECTS COORDINATOR

12/18/2025  
 Date

APPROVED FOR PAYMENT: CITY ENGINEER, KELSEY GELHAR, P.E.

By   
 Name

12/18/2025  
 Date

| Partial Pay Estimate No.: 5                  |           |                                               |             |                    |                  |                             |                  |          |                        |                  |          |                    |                  |          |              |
|----------------------------------------------|-----------|-----------------------------------------------|-------------|--------------------|------------------|-----------------------------|------------------|----------|------------------------|------------------|----------|--------------------|------------------|----------|--------------|
| MARIE AVENUE RECONSTRUCTION PROJECT          |           |                                               |             |                    |                  |                             |                  |          |                        |                  |          |                    |                  |          |              |
| CITY OF SOUTH ST PAUL                        |           |                                               |             |                    |                  |                             |                  |          |                        |                  |          |                    |                  |          |              |
| C.P. 2024-05, SP 168-104-011, CRP 1925 (102) |           |                                               |             |                    |                  |                             |                  |          |                        |                  |          |                    |                  |          |              |
| CONTRACTOR: HESELTON CONSTRUCTION, LLC       |           |                                               |             |                    |                  |                             |                  |          |                        |                  |          |                    |                  |          |              |
| DATE                                         |           |                                               |             |                    |                  |                             |                  |          |                        |                  |          |                    |                  |          |              |
| 12/18/2025                                   |           |                                               |             |                    |                  |                             |                  |          |                        |                  |          |                    |                  |          |              |
| ITEM NO.                                     | MNDOT NO. | ITEM                                          | UNIT PRICE  | AS BID             |                  | TOTAL FROM PREVIOUS VOUCHER |                  |          | COMPLETED THIS VOUCHER |                  |          | COMPLETED TO DATE  |                  |          |              |
|                                              |           |                                               |             | ESTIMATED QUANTITY | ESTIMATED AMOUNT | ESTIMATED QUANTITY          | ESTIMATED AMOUNT |          | ESTIMATED QUANTITY     | ESTIMATED AMOUNT |          | ESTIMATED QUANTITY | ESTIMATED AMOUNT |          |              |
| 1                                            | 2011.601  | VIBRATION MONITORING                          | \$35,000.00 | 1                  | LUMP SUM         | \$35,000.00                 | 1.00             | LUMP SUM | \$35,000.00            | 0                | LUMP SUM | \$0.00             | 1                | LUMP SUM | \$35,000.00  |
| 2                                            | 2021.501  | MOBILIZATION                                  | \$90,000.00 | 1                  | LUMP SUM         | \$90,000.00                 | 1.00             | LUMP SUM | \$90,000.00            | 0                | LUMP SUM | \$0.00             | 1                | LUMP SUM | \$90,000.00  |
| 3                                            | 2041.610  | TRAINEES                                      | \$1.00      | 550                | HOUR             | \$550.00                    | 0                | HOUR     | \$0.00                 | 0                | HOUR     | \$0.00             | 0                | HOUR     | \$0.00       |
| 4                                            | 2101.502  | GRUBBING                                      | \$110.00    | 20                 | EACH             | \$2,200.00                  | 20               | EACH     | \$2,200.00             | 0                | EACH     | \$0.00             | 20               | EACH     | \$2,200.00   |
| 5                                            | 2104.502  | REMOVE LIGHTING UNIT                          | \$725.00    | 39                 | EACH             | \$28,275.00                 | 40               | EACH     | \$29,000.00            | 0                | EACH     | \$0.00             | 40               | EACH     | \$29,000.00  |
| 6                                            | 2104.502  | REMOVE CASTING (SANITARY)                     | \$150.00    | 9                  | EACH             | \$1,350.00                  | 9                | EACH     | \$1,350.00             | 0                | EACH     | \$0.00             | 9                | EACH     | \$1,350.00   |
| 7                                            | 2104.502  | REMOVE CASTING (STORM)                        | \$150.00    | 13                 | EACH             | \$1,950.00                  | 14               | EACH     | \$2,100.00             | 0                | EACH     | \$0.00             | 14               | EACH     | \$2,100.00   |
| 8                                            | 2104.502  | REMOVE GATE VALVE & BOX                       | \$275.00    | 11                 | EACH             | \$3,025.00                  | 10               | EACH     | \$2,750.00             | 0                | EACH     | \$0.00             | 10               | EACH     | \$2,750.00   |
| 9                                            | 2104.502  | REMOVE CURB STOP & BOX                        | \$200.00    | 12                 | EACH             | \$2,400.00                  | 11               | EACH     | \$2,200.00             | 0                | EACH     | \$0.00             | 11               | EACH     | \$2,200.00   |
| 10                                           | 2104.502  | REMOVE HYDRANT                                | \$650.00    | 6                  | EACH             | \$3,900.00                  | 6                | EACH     | \$3,900.00             | 0                | EACH     | \$0.00             | 6                | EACH     | \$3,900.00   |
| 11                                           | 2104.502  | REMOVE DRAINAGE STRUCTURE                     | \$1,800.00  | 32                 | EACH             | \$57,600.00                 | 33               | EACH     | \$59,400.00            | 0                | EACH     | \$0.00             | 33               | EACH     | \$59,400.00  |
| 12                                           | 2104.502  | REMOVE SIGN                                   | \$43.00     | 19                 | EACH             | \$817.00                    | 22               | EACH     | \$946.00               | 0                | EACH     | \$0.00             | 22               | EACH     | \$946.00     |
| 13                                           | 2104.502  | SALVAGE SIGN                                  | \$43.00     | 8                  | EACH             | \$344.00                    | 6                | EACH     | \$258.00               | 0                | EACH     | \$0.00             | 6                | EACH     | \$258.00     |
| 14                                           | 2104.503  | SAWING CONCRETE PAVEMENT (FULL DEPTH)         | \$7.00      | 161                | LIN FT           | \$1,127.00                  | 197              | LIN FT   | \$1,379.00             | 0                | LIN FT   | \$0.00             | 197              | LIN FT   | \$1,379.00   |
| 15                                           | 2104.503  | SAWING BITUMINOUS PAVEMENT (FULL DEPTH)       | \$2.00      | 701                | LIN FT           | \$1,402.00                  | 797.5            | LIN FT   | \$1,595.00             | 0                | LIN FT   | \$0.00             | 797.5            | LIN FT   | \$1,595.00   |
| 16                                           | 2104.503  | REMOVE WATER MAIN                             | \$9.00      | 1375               | LIN FT           | \$12,375.00                 | 1153.4           | LIN FT   | \$10,380.60            | 0                | LIN FT   | \$0.00             | 1,153.4          | LIN FT   | \$10,380.60  |
| 17                                           | 2104.503  | REMOVE SEWER PIPE (STORM)                     | \$15.00     | 852                | LIN FT           | \$12,780.00                 | 781.7            | LIN FT   | \$11,725.50            | 47               | LIN FT   | \$705.00           | 828.7            | LIN FT   | \$12,430.50  |
| 18                                           | 2104.503  | REMOVE CURB & GUTTER                          | \$2.75      | 4051               | LIN FT           | \$11,140.25                 | 4051.5           | LIN FT   | \$11,141.63            | 0                | LIN FT   | \$0.00             | 4,051.5          | LIN FT   | \$11,141.63  |
| 19                                           | 2104.503  | REMOVE WATER SERVICE PIPE                     | \$1.50      | 563                | LIN FT           | \$844.50                    | 197.5            | LIN FT   | \$296.25               | 0                | LIN FT   | \$0.00             | 197.5            | LIN FT   | \$296.25     |
| 20                                           | 2104.504  | REMOVE CONCRETE DRIVEWAY PAVEMENT             | \$12.00     | 298                | SQ YD            | \$3,576.00                  | 289.2            | SQ YD    | \$3,470.40             | 0                | SQ YD    | \$0.00             | 289.2            | SQ YD    | \$3,470.40   |
| 21                                           | 2104.504  | REMOVE BITUMINOUS DRIVEWAY PAVEMENT           | \$13.00     | 68                 | SQ YD            | \$884.00                    | 107.4            | SQ YD    | \$1,396.20             | 0                | SQ YD    | \$0.00             | 107.4            | SQ YD    | \$1,396.20   |
| 22                                           | 2104.504  | REMOVE BITUMINOUS PAVEMENT                    | \$7.40      | 10401              | SQ YD            | \$76,967.40                 | 10427.7          | SQ YD    | \$77,164.98            | 0                | SQ YD    | \$0.00             | 10,427.7         | SQ YD    | \$77,164.98  |
| 23                                           | 2104.518  | REMOVE CONCRETE WALK                          | \$0.90      | 24875              | SQ FT            | \$22,387.50                 | 25164.25         | SQ FT    | \$22,647.83            | 0                | SQ FT    | \$0.00             | 25,164.25        | SQ FT    | \$22,647.83  |
| 24                                           | 2104.603  | ABANDON STORM SEWER                           | \$20.00     | 236                | LIN FT           | \$4,720.00                  | 206              | LIN FT   | \$4,120.00             | 0                | LIN FT   | \$0.00             | 206              | LIN FT   | \$4,120.00   |
| 25                                           | 2106.507  | EXCAVATION - COMMON (P)                       | \$19.25     | 1667               | CU YD            | \$32,089.75                 | 1667             | CU YD    | \$32,089.75            | 0                | CU YD    | \$0.00             | 1,667            | CU YD    | \$32,089.75  |
| 26                                           | 2106.507  | EXCAVATION - SUBGRADE                         | \$20.00     | 400                | CU YD            | \$8,000.00                  | 0                | CU YD    | \$0.00                 | 0                | CU YD    | \$0.00             | 0                | CU YD    | \$0.00       |
| 27                                           | 2106.507  | SELECT GRANULAR EMBANKMENT (CV)               | \$35.00     | 100                | CU YD            | \$3,500.00                  | 0                | CU YD    | \$0.00                 | 0                | CU YD    | \$0.00             | 0                | CU YD    | \$0.00       |
| 28                                           | 2106.601  | DEWATERING                                    | \$1.00      | 1                  | LUMP SUM         | \$1.00                      | 0                | LUMP SUM | \$0.00                 | 0                | LUMP SUM | \$0.00             | 0                | LUMP SUM | \$0.00       |
| 29                                           | 2111.519  | TEST ROLLING                                  | \$213.00    | 20.3               | RDST             | \$4,323.90                  | 20.3             | RDST     | \$4,323.90             | 0                | RDST     | \$0.00             | 20.3             | RDST     | \$4,323.90   |
| 30                                           | 2112.519  | SUBGRADE PREPARATION                          | \$385.00    | 20.3               | RDST             | \$7,815.50                  | 20.3             | RDST     | \$7,815.50             | 0                | RDST     | \$0.00             | 20.3             | RDST     | \$7,815.50   |
| 31                                           | 2118.507  | AGGREGATE SURFACING (CV) CLASS 5              | \$77.00     | 40                 | CU YD            | \$3,080.00                  | 35               | CU YD    | \$2,695.00             | 0                | CU YD    | \$0.00             | 35               | CU YD    | \$2,695.00   |
| 32                                           | 2123.602  | UTILITY CREW                                  | \$965.00    | 5                  | EACH             | \$4,825.00                  | 4                | EACH     | \$3,860.00             | 0                | EACH     | \$0.00             | 4                | EACH     | \$3,860.00   |
| 33                                           | 2123.610  | STREET SWEEPER (WITH PICKUP BROOM)            | \$165.00    | 75                 | HOUR             | \$12,375.00                 | 10.25            | HOUR     | \$1,691.25             | 0                | HOUR     | \$0.00             | 10.25            | HOUR     | \$1,691.25   |
| 34                                           | 2130.523  | WATER                                         | \$50.00     | 75                 | MGAL             | \$3,750.00                  | 30.25            | MGAL     | \$1,512.50             | 0                | MGAL     | \$0.00             | 30.25            | MGAL     | \$1,512.50   |
| 35                                           | 2211.509  | AGGREGATE BASE CLASS 5                        | \$18.00     | 6979               | TON              | \$125,622.00                | 5818.78          | TON      | \$104,738.04           | 0                | TON      | \$0.00             | 5,818.78         | TON      | \$104,738.04 |
| 36                                           | 2331.603  | JOINT ADHESIVE                                | \$1.88      | 4055               | LIN FT           | \$7,623.40                  | 4162             | LIN FT   | \$7,824.56             | 0                | LIN FT   | \$0.00             | 4,162            | LIN FT   | \$7,824.56   |
| 37                                           | 2360.509  | TYPE SP 9.5 WEARING COURSE MIXTURE (3,C)      | \$83.95     | 1022               | TON              | \$85,796.90                 | 972              | TON      | \$81,572.54            | 0                | TON      | \$0.00             | 971.68           | TON      | \$81,572.54  |
| 38                                           | 2360.509  | TYPE SP 12.5 NON WEARING COURSE MIXTURE (3,C) | \$83.95     | 2024               | TON              | \$169,914.80                | 1655             | TON      | \$138,940.61           | 0                | TON      | \$0.00             | 1,655.04         | TON      | \$138,940.61 |
| 39                                           | 2501.503  | 12" RC PIPE SEWER DES 3006 CL V               | \$89.00     | 434                | LIN FT           | \$38,626.00                 | 405.2            | LIN FT   | \$36,062.80            | 0                | LIN FT   | \$0.00             | 405.2            | LIN FT   | \$36,062.80  |
| 40                                           | 2501.503  | 15" RC PIPE SEWER DES 3006 CL V               | \$97.50     | 209                | LIN FT           | \$20,377.50                 | 209              | LIN FT   | \$20,377.50            | 0                | LIN FT   | \$0.00             | 209              | LIN FT   | \$20,377.50  |
| 41                                           | 2501.503  | 18" RC PIPE SEWER DES 3006 CL V               | \$101.50    | 24                 | LIN FT           | \$2,436.00                  | 0                | LIN FT   | \$0.00                 | 0                | LIN FT   | \$0.00             | 0                | LIN FT   | \$0.00       |
| 42                                           | 2501.503  | 24" RC PIPE SEWER DES 3006 CL III             | \$112.25    | 24                 | LIN FT           | \$2,694.00                  | 6                | LIN FT   | \$673.50               | 0                | LIN FT   | \$0.00             | 6                | LIN FT   | \$673.50     |
| 43                                           | 2501.503  | 27" RC PIPE SEWER DES 3006 CL III             | \$132.75    | 101                | LIN FT           | \$13,407.75                 | 96.5             | LIN FT   | \$12,810.38            | 0                | LIN FT   | \$0.00             | 96.5             | LIN FT   | \$12,810.38  |
| 44                                           | 2503.602  | CONNECT TO EXISTING STORM SEWER               | \$1,110.00  | 19                 | EACH             | \$21,090.00                 | 20               | EACH     | \$22,200.00            | 0                | EACH     | \$0.00             | 20               | EACH     | \$22,200.00  |
| 45                                           | 2503.602  | REINSTATE SANITARY SEWER SERVICE              | \$107.00    | 8                  | EACH             | \$856.00                    | 7                | EACH     | \$749.00               | 0                | EACH     | \$0.00             | 7                | EACH     | \$749.00     |
| 46                                           | 2503.603  | 12" PVC PIPE SEWER                            | \$250.00    | 10                 | LIN FT           | \$2,500.00                  | 7                | LIN FT   | \$1,750.00             | 0                | LIN FT   | \$0.00             | 7                | LIN FT   | \$1,750.00   |
| 47                                           | 2503.603  | REPAIR SEWER PIPE                             | \$73.00     | 160                | LIN FT           | \$11,680.00                 | 60.6             | LIN FT   | \$4,423.80             | 0                | LIN FT   | \$0.00             | 60.6             | LIN FT   | \$4,423.80   |
| 48                                           | 2503.603  | LINING SEWER PIPE 8"                          | \$62.00     | 330                | LIN FT           | \$20,460.00                 | 330              | LIN FT   | \$20,460.00            | 0                | LIN FT   | \$0.00             | 330              | LIN FT   | \$20,460.00  |
| 49                                           | 2503.603  | LINING SEWER PIPE 12"                         | \$122.00    | 198                | LIN FT           | \$24,156.00                 | 198              | LIN FT   | \$24,156.00            | 0                | LIN FT   | \$0.00             | 198              | LIN FT   | \$24,156.00  |
| 50                                           | 2504.601  | TEMPORARY WATER SERVICE                       | \$17,000.00 | 1                  | LUMP SUM         | \$17,000.00                 | 1                | LUMP SUM | \$17,000.00            | 0                | LUMP SUM | \$0.00             | 1                | LUMP SUM | \$17,000.00  |
| 51                                           | 2504.602  | CONNECT TO EXISTING WATER MAIN                | \$1,600.00  | 14                 | EACH             | \$22,400.00                 | 14               | EACH     | \$22,400.00            | 0                | EACH     | \$0.00             | 14               | EACH     | \$22,400.00  |
| 52                                           | 2504.602  | CONNECT TO EXISTING WATER SERVICE             | \$315.00    | 12                 | EACH             | \$3,780.00                  | 11               | EACH     | \$3,465.00             | 0                | EACH     | \$0.00             | 11               | EACH     | \$3,465.00   |
| 53                                           | 2504.602  | HYDRANT                                       | \$6,600.00  | 6                  | EACH             | \$39,600.00                 | 6                | EACH     | \$39,600.00            | 0                | EACH     | \$0.00             | 6                | EACH     | \$39,600.00  |
| 54                                           | 2504.602  | ADJUST GATE VALVE & BOX                       | \$285.00    | 1                  | EACH             | \$285.00                    | 0                | EACH     | \$0.00                 | 0                | EACH     | \$0.00             | 0                | EACH     | \$0.00       |
| 55                                           | 2504.602  | 1" CORPORATION STOP                           | \$170.00    | 12                 | EACH             | \$2,040.00                  | 11               | EACH     | \$1,870.00             | 0                | EACH     | \$0.00             | 11               | EACH     | \$1,870.00   |

**Partial Pay Estimate No.:****5**

MARIE AVENUE RECONSTRUCTION PROJECT

CITY OF SOUTH ST PAUL

C.P. 2024-05, SP 168-104-011, CRP 1925 (102)

CONTRACTOR: HESELTON CONSTRUCTION, LLC

DATE

12/18/2025

| ITEM NO. | MNDOT NO. | ITEM                                        | UNIT PRICE  | AS BID             |                  | TOTAL FROM PREVIOUS VOUCHER |                  | COMPLETED THIS VOUCHER |                  | COMPLETED TO DATE  |                  |            |           |          |              |
|----------|-----------|---------------------------------------------|-------------|--------------------|------------------|-----------------------------|------------------|------------------------|------------------|--------------------|------------------|------------|-----------|----------|--------------|
|          |           |                                             |             | ESTIMATED QUANTITY | ESTIMATED AMOUNT | ESTIMATED QUANTITY          | ESTIMATED AMOUNT | ESTIMATED QUANTITY     | ESTIMATED AMOUNT | ESTIMATED QUANTITY | ESTIMATED AMOUNT |            |           |          |              |
| 56       | 2504.602  | 6" GATE VALVE & BOX                         | \$2,925.00  | 6                  | EACH             | \$17,550.00                 | 7                | EACH                   | \$20,475.00      | 0                  | EACH             | \$0.00     | 7         | EACH     | \$20,475.00  |
| 57       | 2504.602  | 8" GATE VALVE & BOX                         | \$3,895.00  | 14                 | EACH             | \$54,530.00                 | 13               | EACH                   | \$50,635.00      | 0                  | EACH             | \$0.00     | 13        | EACH     | \$50,635.00  |
| 58       | 2504.602  | 10" GATE VALVE & BOX                        | \$5,565.00  | 1                  | EACH             | \$5,565.00                  | 1                | EACH                   | \$5,565.00       | 0                  | EACH             | \$0.00     | 1         | EACH     | \$5,565.00   |
| 59       | 2504.602  | 12" GATE VALVE & BOX                        | \$6,825.00  | 2                  | EACH             | \$13,650.00                 | 2                | EACH                   | \$13,650.00      | 0                  | EACH             | \$0.00     | 2         | EACH     | \$13,650.00  |
| 60       | 2504.602  | 1" CURB STOP & BOX                          | \$385.00    | 12                 | EACH             | \$4,620.00                  | 11               | EACH                   | \$4,235.00       | 0                  | EACH             | \$0.00     | 11        | EACH     | \$4,235.00   |
| 61       | 2504.603  | 1" TYPE K COPPER PIPE                       | \$48.00     | 370                | LIN FT           | \$17,760.00                 | 343.5            | LIN FT                 | \$16,488.00      | 0                  | LIN FT           | \$0.00     | 343.5     | LIN FT   | \$16,488.00  |
| 62       | 2504.603  | 6" WATERMAIN DUCTILE IRON CL 52             | \$89.00     | 65                 | LIN FT           | \$5,785.00                  | 76.6             | LIN FT                 | \$6,817.40       | 2.8                | LIN FT           | \$249.20   | 79.4      | LIN FT   | \$7,066.60   |
| 63       | 2504.603  | 8" WATERMAIN DUCTILE IRON CL 52             | \$95.00     | 1660               | LIN FT           | \$157,700.00                | 1566.05          | LIN FT                 | \$148,774.75     | 27.27              | LIN FT           | \$2,590.65 | 1,593.32  | LIN FT   | \$151,365.40 |
| 64       | 2504.603  | 10" WATERMAIN DUCTILE IRON CL 52            | \$124.00    | 56                 | LIN FT           | \$6,944.00                  | 47               | LIN FT                 | \$5,828.00       | 0                  | LIN FT           | \$0.00     | 47        | LIN FT   | \$5,828.00   |
| 65       | 2504.603  | 12" WATERMAIN DUCTILE IRON CL 52            | \$129.00    | 120                | LIN FT           | \$15,480.00                 | 113              | LIN FT                 | \$14,577.00      | 0                  | LIN FT           | \$0.00     | 113       | LIN FT   | \$14,577.00  |
| 66       | 2504.604  | 4" POLYSTYRENE INSULATION                   | \$30.00     | 50                 | SQ YD            | \$1,500.00                  | 19.7             | SQ YD                  | \$591.00         | 5.3                | SQ YD            | \$159.00   | 25        | SQ YD    | \$750.00     |
| 67       | 2504.608  | DUCTILE IRON FITTINGS                       | \$20.50     | 4010               | LB               | \$82,205.00                 | 3325             | LB                     | \$68,162.50      | 308                | LB               | \$6,314.00 | 3,633     | LB       | \$74,476.50  |
| 68       | 2506.502  | CASTING ASSEMBLY (SANITARY)                 | \$1,200.00  | 9                  | EACH             | \$10,800.00                 | 9                | EACH                   | \$10,800.00      | 0                  | EACH             | \$0.00     | 9         | EACH     | \$10,800.00  |
| 69       | 2506.502  | CASTING ASSEMBLY (STORM)                    | \$1,200.00  | 10                 | EACH             | \$12,000.00                 | 23               | EACH                   | \$27,600.00      | 0                  | EACH             | \$0.00     | 23        | EACH     | \$27,600.00  |
| 70       | 2506.502  | ADJUST FRAME & RING CASTING                 | \$750.00    | 1                  | EACH             | \$750.00                    | 0                | EACH                   | \$0.00           | 0                  | EACH             | \$0.00     | 0         | EACH     | \$0.00       |
| 71       | 2506.503  | CONSTRUCT DRAINAGE STRUCTURE DESIGN 48-4020 | \$685.00    | 36.34              | LIN FT           | \$24,892.90                 | 36.34            | LIN FT                 | \$24,892.90      | 0                  | LIN FT           | \$0.00     | 36.34     | LIN FT   | \$24,892.90  |
| 72       | 2506.503  | CONSTRUCT DRAINAGE STRUCTURE DESIGN 60-4020 | \$755.00    | 16.92              | LIN FT           | \$12,774.60                 | 12.82            | LIN FT                 | \$9,679.10       | 0                  | LIN FT           | \$0.00     | 12.82     | LIN FT   | \$9,679.10   |
| 73       | 2506.602  | CONNECT INTO EXISTING DRAINAGE STRUCTURE    | \$795.00    | 6                  | EACH             | \$4,770.00                  | 3                | EACH                   | \$2,385.00       | 0                  | EACH             | \$0.00     | 3         | EACH     | \$2,385.00   |
| 74       | 2506.602  | CONSTRUCT DRAINAGE STRUCTURE DESIGN SPECIAL | \$2,100.00  | 20                 | EACH             | \$42,000.00                 | 20               | EACH                   | \$42,000.00      | 0                  | EACH             | \$0.00     | 20        | EACH     | \$42,000.00  |
| 75       | 2521.518  | 4" CONCRETE WALK                            | \$8.00      | 23744              | SQ FT            | \$189,952.00                | 22864.1          | SQ FT                  | \$182,913.04     | 0                  | SQ FT            | \$0.00     | 22,864.13 | SQ FT    | \$182,913.04 |
| 76       | 2521.518  | 6" CONCRETE WALK                            | \$26.70     | 3770               | SQ FT            | \$100,659.00                | 4243.1           | SQ FT                  | \$113,289.97     | 0                  | SQ FT            | \$0.00     | 4,243.07  | SQ FT    | \$113,289.97 |
| 77       | 2531.503  | CONCRETE CURB & GUTTER DESIGN B618          | \$29.35     | 4055               | LIN FT           | \$119,014.25                | 4083             | LIN FT                 | \$119,833.12     | 0                  | LIN FT           | \$0.00     | 4,082.9   | LIN FT   | \$119,833.12 |
| 78       | 2531.503  | CONCRETE CURB DESIGN V6                     | \$31.80     | 214                | LIN FT           | \$6,805.20                  | 321.1            | LIN FT                 | \$10,210.98      | 0                  | LIN FT           | \$0.00     | 321.1     | LIN FT   | \$10,210.98  |
| 79       | 2531.504  | 8" CONCRETE DRIVEWAY PAVEMENT               | \$159.00    | 290                | SQ YD            | \$46,110.00                 | 376.9            | SQ YD                  | \$59,933.46      | 0                  | SQ YD            | \$0.00     | 376.94    | SQ YD    | \$59,933.46  |
| 80       | 2531.618  | TRUNCATED DOMES                             | \$37.00     | 534                | SQ FT            | \$19,758.00                 | 500.2            | SQ FT                  | \$18,507.40      | 0                  | SQ FT            | \$0.00     | 500.2     | SQ FT    | \$18,507.40  |
| 81       | 2540.602  | BOLLARD                                     | \$2,100.00  | 4                  | EACH             | \$8,400.00                  | 2                | EACH                   | \$4,200.00       | 0                  | EACH             | \$0.00     | 2         | EACH     | \$4,200.00   |
| 82       | 2545.502  | LIGHTING UNIT TYPE SPECIAL 1                | \$5,255.00  | 13                 | EACH             | \$68,315.00                 | 13               | EACH                   | \$68,315.00      | 0                  | EACH             | \$0.00     | 13        | EACH     | \$68,315.00  |
| 83       | 2545.502  | LIGHTING UNIT TYPE SPECIAL 2                | \$7,545.00  | 17                 | EACH             | \$128,265.00                | 17               | EACH                   | \$128,265.00     | 0                  | EACH             | \$0.00     | 17        | EACH     | \$128,265.00 |
| 84       | 2545.502  | LIGHT FOUNDATION DESIGN E MODIFIED          | \$1,615.00  | 30                 | EACH             | \$48,450.00                 | 30               | EACH                   | \$48,450.00      | 0                  | EACH             | \$0.00     | 30        | EACH     | \$48,450.00  |
| 85       | 2545.502  | SERVICE CABINET                             | \$9,275.00  | 1                  | EACH             | \$9,275.00                  | 1                | EACH                   | \$9,275.00       | 0                  | EACH             | \$0.00     | 1         | EACH     | \$9,275.00   |
| 86       | 2545.502  | UNDERGROUND CABLE SPLICE                    | \$370.00    | 6                  | EACH             | \$2,220.00                  | 6                | EACH                   | \$2,220.00       | 0                  | EACH             | \$0.00     | 6         | EACH     | \$2,220.00   |
| 87       | 2545.502  | EQUIPMENT PAD B (MOD)                       | \$8,070.00  | 1                  | EACH             | \$8,070.00                  | 1                | EACH                   | \$8,070.00       | 0                  | EACH             | \$0.00     | 1         | EACH     | \$8,070.00   |
| 88       | 2545.502  | HANDHOLE                                    | \$3,195.00  | 4                  | EACH             | \$12,780.00                 | 4                | EACH                   | \$12,780.00      | 0                  | EACH             | \$0.00     | 4         | EACH     | \$12,780.00  |
| 89       | 2545.502  | GROUNDING ELECTRODE                         | \$228.00    | 17                 | EACH             | \$3,876.00                  | 17               | EACH                   | \$3,876.00       | 0                  | EACH             | \$0.00     | 17        | EACH     | \$3,876.00   |
| 90       | 2545.503  | 2" NON-METALLIC CONDUIT                     | \$10.10     | 4200               | LIN FT           | \$42,420.00                 | 3944             | LIN FT                 | \$39,830.36      | 0                  | LIN FT           | \$0.00     | 3,943.6   | LIN FT   | \$39,830.36  |
| 91       | 2545.503  | 3" NON-METALLIC CONDUIT (DIRECTIONAL BORE)  | \$38.85     | 100                | LIN FT           | \$3,885.00                  | 35               | LIN FT                 | \$1,359.75       | 0                  | LIN FT           | \$0.00     | 35        | LIN FT   | \$1,359.75   |
| 92       | 2545.503  | UNDERGROUND WIRE 1/2 C 2 AWG                | \$6.80      | 100                | LIN FT           | \$680.00                    | 150              | LIN FT                 | \$1,020.00       | 0                  | LIN FT           | \$0.00     | 150       | LIN FT   | \$1,020.00   |
| 93       | 2545.503  | UNDERGROUND WIRE 1/2 C 6 AWG                | \$2.90      | 4450               | LIN FT           | \$12,905.00                 | 0                | LIN FT                 | \$0.00           | 0                  | LIN FT           | \$0.00     | 0         | LIN FT   | \$0.00       |
| 94       | 2545.503  | UNDERGROUND WIRE 1/2 C 8 AWG                | \$2.25      | 8900               | LIN FT           | \$20,025.00                 | 24800            | LIN FT                 | \$55,800.00      | 0                  | LIN FT           | \$0.00     | 24,800    | LIN FT   | \$55,800.00  |
| 95       | 2563.601  | TRAFFIC CONTROL                             | \$17,000.00 | 1                  | LUMP SUM         | \$17,000.00                 | 1.00             | LUMP SUM               | \$17,000.00      | 0.2652             | LUMP SUM         | \$4,508.40 | 1.2652    | LUMP SUM | \$21,508.40  |
| 96       | 2563.618  | CONSTRUCTION SIGN - SPECIAL                 | \$32.00     | 50                 | SQ FT            | \$1,600.00                  | 47               | SQ FT                  | \$1,515.52       | 80.99              | SQ FT            | \$2,591.68 | 128.35    | SQ FT    | \$4,107.20   |
| 97       | 2564.518  | SIGN PANELS TYPE C                          | \$93.00     | 143.25             | SQ FT            | \$13,322.25                 | 143              | SQ FT                  | \$13,322.25      | 0                  | SQ FT            | \$0.00     | 143.25    | SQ FT    | \$13,322.25  |
| 98       | 2564.602  | INSTALL SIGN                                | \$320.00    | 8                  | EACH             | \$2,560.00                  | 1                | EACH                   | \$320.00         | 0                  | EACH             | \$0.00     | 1         | EACH     | \$320.00     |
| 99       | 2564.602  | SIGN PANELS TYPE SPECIAL                    | \$213.00    | 22                 | EACH             | \$4,686.00                  | 22               | EACH                   | \$4,686.00       | 0                  | EACH             | \$0.00     | 22        | EACH     | \$4,686.00   |
| 100      | 2565.616  | PEDESTRIAN CROSSWALK FLASHER SYSTEM         | \$26,650.00 | 1                  | SYSTEM           | \$26,650.00                 | 1                | SYSTEM                 | \$26,650.00      | 0                  | SYSTEM           | \$0.00     | 1         | SYSTEM   | \$26,650.00  |
| 101      | 2571.502  | DECIDUOUS TREE 2" CAL B&B                   | \$1,275.00  | 3                  | EACH             | \$3,825.00                  | 3                | EACH                   | \$3,825.00       | 0                  | EACH             | \$0.00     | 3         | EACH     | \$3,825.00   |
| 102      | 2571.502  | ORNAMENTAL TREE 2" CAL B&B                  | \$1,275.00  | 2                  | EACH             | \$2,550.00                  | 3                | EACH                   | \$3,825.00       | 0                  | EACH             | \$0.00     | 3         | EACH     | \$3,825.00   |
| 103      | 2573.501  | STABILIZED CONSTRUCTION EXIT                | \$9,100.00  | 1                  | LUMP SUM         | \$9,100.00                  | 1                | LUMP SUM               | \$9,100.00       | 0                  | LUMP SUM         | \$0.00     | 1         | LUMP SUM | \$9,100.00   |
| 104      | 2573.501  | EROSION CONTROL SUPERVISOR                  | \$6,500.00  | 1                  | LUMP SUM         | \$6,500.00                  | 1.00             | LUMP SUM               | \$6,500.00       | 0                  | LUMP SUM         | \$0.00     | 1         | LUMP SUM | \$6,500.00   |
| 105      | 2573.502  | STORM DRAIN INLET PROTECTION                | \$265.00    | 47                 | EACH             | \$12,455.00                 | 47               | EACH                   | \$12,455.00      | 0                  | EACH             | \$0.00     | 47        | EACH     | \$12,455.00  |
| 106      | 2573.503  | SEDIMENT CONTROL LOG TYPE COMPOST           | \$5.30      | 200                | LIN FT           | \$1,060.00                  | 200              | LIN FT                 | \$1,060.00       | 0                  | LIN FT           | \$0.00     | 200       | LIN FT   | \$1,060.00   |
| 107      | 2573.503  | SEDIMENT CONTROL LOG TYPE ROCK              | \$13.80     | 500                | LIN FT           | \$6,900.00                  | 500              | LIN FT                 | \$6,900.00       | 0                  | LIN FT           | \$0.00     | 500       | LIN FT   | \$6,900.00   |
| 108      | 2574.507  | COMMON TOPSOIL BORROW                       | \$43.00     | 186                | CU YD            | \$7,998.00                  | 129              | CU YD                  | \$5,547.00       | 0                  | CU YD            | \$0.00     | 129       | CU YD    | \$5,547.00   |
| 109      | 2574.508  | FERTILIZER TYPE 3                           | \$23.50     | 10                 | LB               | \$23.50                     | 10               | LB                     | \$23.50          | 0                  | LB               | \$0.00     | 10        | LB       | \$23.50      |
| 110      | 2575.504  | SODDING TYPE SALT TOLERANT                  | \$20.00     | 860                | SQ YD            | \$17,200.00                 | 898              | SQ YD                  | \$17,968.00      | 0                  | SQ YD            | \$0.00     | 898.4     | SQ YD    | \$17,968.00  |
| 111      | 2575.523  | WATER                                       | \$50.00     | 75                 | MGAL             | \$3,750.00                  | 0                | MGAL                   | \$0.00           | 11.55              | MGAL             | \$577.50   | 11.55     | MGAL     | \$577.50     |

**Partial Pay Estimate No.:****5**

MARIE AVENUE RECONSTRUCTION PROJECT

CITY OF SOUTH ST PAUL

C.P. 2024-05, SP 168-104-011, CRP 1925 (102)

CONTRACTOR: HESELTON CONSTRUCTION, LLC

DATE

12/18/2025

| ITEM NO. | MNDOT NO. | ITEM                               | UNIT PRICE | AS BID             |                  | TOTAL FROM PREVIOUS VOUCHER |                  | COMPLETED THIS VOUCHER |                  | COMPLETED TO DATE  |                  |        |
|----------|-----------|------------------------------------|------------|--------------------|------------------|-----------------------------|------------------|------------------------|------------------|--------------------|------------------|--------|
|          |           |                                    |            | ESTIMATED QUANTITY | ESTIMATED AMOUNT | ESTIMATED QUANTITY          | ESTIMATED AMOUNT | ESTIMATED QUANTITY     | ESTIMATED AMOUNT | ESTIMATED QUANTITY | ESTIMATED AMOUNT |        |
| 112      | 2575.523  | RAPID STABILIZATION METHOD 2       | \$625.00   | 3                  | MGAL             | \$1,875.00                  | 0                | MGAL                   | \$0.00           | 0                  | MGAL             | \$0.00 |
| 113      | 2575.602  | SITE RESTORATION                   | \$1,000.00 | 5                  | EACH             | \$5,000.00                  | 1                | EACH                   | \$1,000.00       | 0                  | EACH             | \$0.00 |
| 114      | 2575.607  | MULCH MATERIAL TYPE SPECIAL        | \$180.00   | 5                  | CU YD            | \$900.00                    | 5                | CU YD                  | \$900.00         | 0                  | CU YD            | \$0.00 |
| 115      | 2582.503  | 4" SOLID LINE MULTI COMP (WR)      | \$0.85     | 4277               | LIN FT           | \$3,635.45                  | 3892             | LIN FT                 | \$3,308.20       | 0                  | LIN FT           | \$0.00 |
| 116      | 2582.503  | 4" DOTTED LINE MULTI COMP (WR)     | \$0.85     | 268                | LIN FT           | \$227.80                    | 214              | LIN FT                 | \$181.90         | 0                  | LIN FT           | \$0.00 |
| 117      | 2582.503  | 4" DBLE SOLID LINE MULTI COMP (WR) | \$1.70     | 1375               | LIN FT           | \$2,337.50                  | 1346             | LIN FT                 | \$2,288.20       | 0                  | LIN FT           | \$0.00 |
| 118      | 2582.518  | PAVEMENT MESSAGE MULTI COMP        | \$8.50     | 410                | SQ FT            | \$3,485.00                  | 236              | SQ FT                  | \$2,008.89       | 0                  | SQ FT            | \$0.00 |
| 119      | 2582.518  | CROSSWALK MULTI COMP               | \$6.90     | 1926               | SQ FT            | \$13,289.40                 | 1872             | SQ FT                  | \$12,916.80      | 0                  | SQ FT            | \$0.00 |
|          |           | TOTAL AMOUNT:                      |            | \$2,598,791.00     |                  | \$2,504,088.98              |                  | \$17,695.43            |                  | \$2,521,784.41     |                  |        |

## Attachment I-A

### State of Minnesota General Obligation Bond Financed CERTIFICATION

The undersigned hereby certifies as follows:

☒ This Certification is being submitted pursuant to the Waiver of Real Property Declaration granted by Minnesota Management and Budget to Metropolitan Council for Municipal Publicly Owned Infrastructure Inflow/Infiltration projects or the portions thereof which lie entirely within public road, street and highway rights-of-way and utility easements.

The City of South St. Paul certifies it has read and will comply with the terms and conditions of the Waiver of Real Property Declaration, a copy of which is attached to this Certification and further, that the Governmental Program which is the subject of and described in the Municipal Publicly-Owned Infrastructure Inflow/Infiltration Grant Agreement [No. SG-21314] between the City of South St. Paul and Metropolitan Council qualifies for the Waiver of Real Property Declaration attached hereto. [Attach copy of Waiver to this Certification. The Waiver to Metropolitan Council is Attachment V to the Grant Agreement.]

The undersigned owns ☒ fee title to property and/or ☒ permanent easement and/or ☒ other easement which meets the requirements of this Agreement for wastewater collection purposes and/or permit for pipe in Dakota County public right of way which meets the requirements of this Agreement for wastewater collection purposes and a wastewater collection system within the fee title, permanent easement, and/or the other easement and wastewater collection system being located in Dakota County, Minnesota. The fee title property, permanent easement and/or other easement and the wastewater collection system therein is referred to as "Restricted Property" and is described in Exhibit A attached hereto by **legal description, narrative description, or diagram.**

As the owner of the Restricted Property, the undersigned hereby acknowledges the following restrictions and encumbrances with respect to the Restricted Property:

- A. The Restricted Property is State bond financed property within the meaning of Minn. Stat. § 16A.695 that exists as of the effective date of the grant agreement identified in paragraph B below, is subject to the encumbrance created and requirements imposed by such statutory provision, and cannot be sold, mortgaged, encumbered or otherwise disposed of without the approval of the Commissioner of Minnesota Management and Budget, or its successor, which approval must be evidenced by a written statement

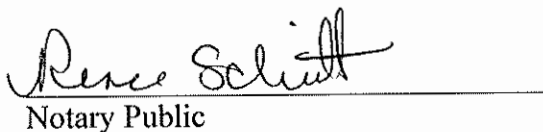
B. The Restricted Property is subject to all of the terms, conditions, provisions, and limitations contained in the G.O. Grant Agreement between Metropolitan Council and the City of South St. Paul, dated May 1, 2026 (the “G.O. Grant Agreement”).

### SIGNATURE BLOCK AND ACKNOWLEDGMENT

By: Ryan

Dated: March 27, 2026

On the 27<sup>th</sup> day of march, 2026, before me a notary public within and for said County, personally appeared \_\_\_\_\_, named in the forgoing instrument as the \_\_\_\_\_ of the City of South St. Paul and acknowledged said instrument was signed on behalf of said City of South St. Paul.

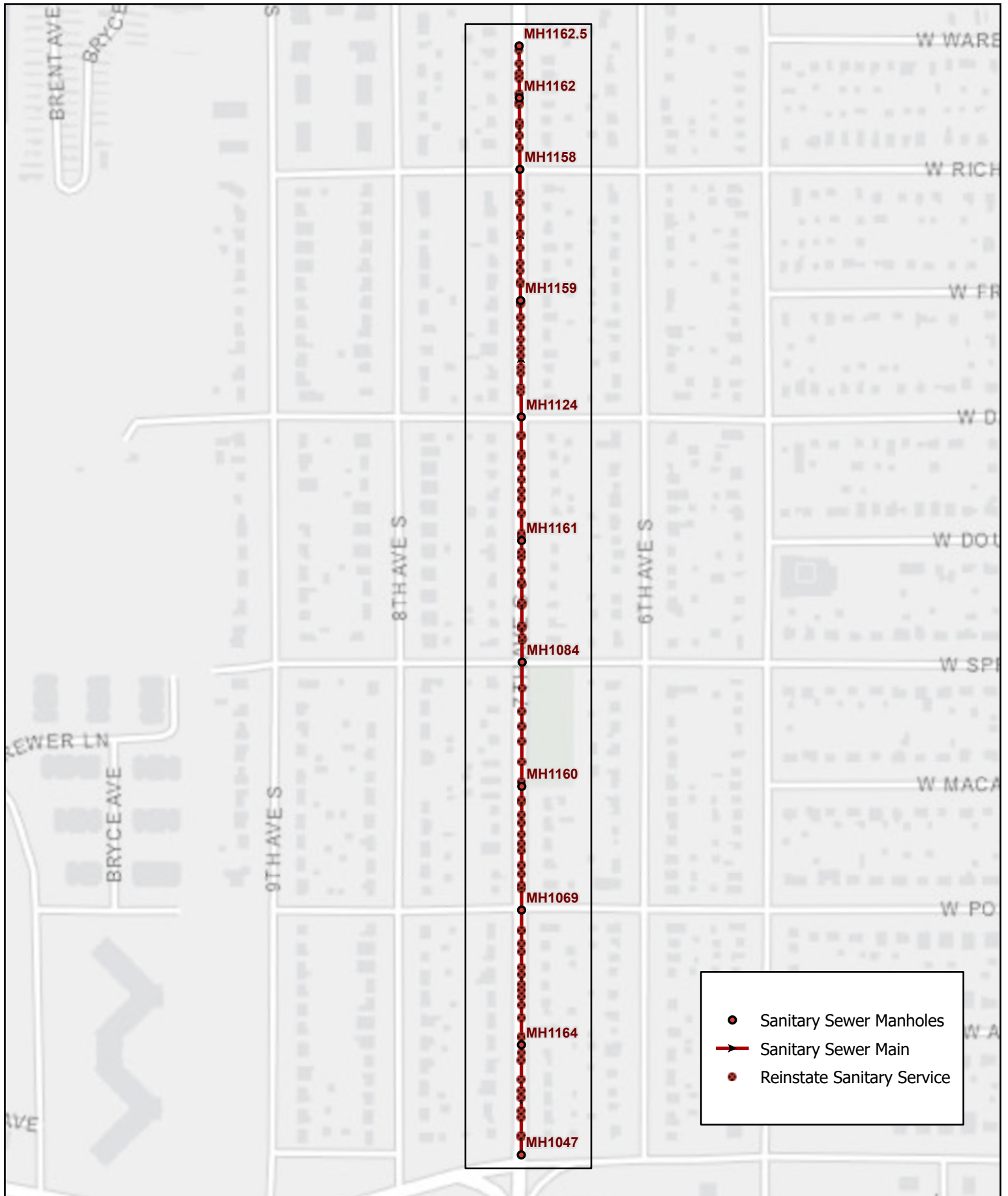


**Exhibit A**  
**LEGAL DESCRIPTION, NARRATIVE DESCRIPTION, OR MAP OF RESTRICTED**  
**PROPERTY**

**Please see attached map**



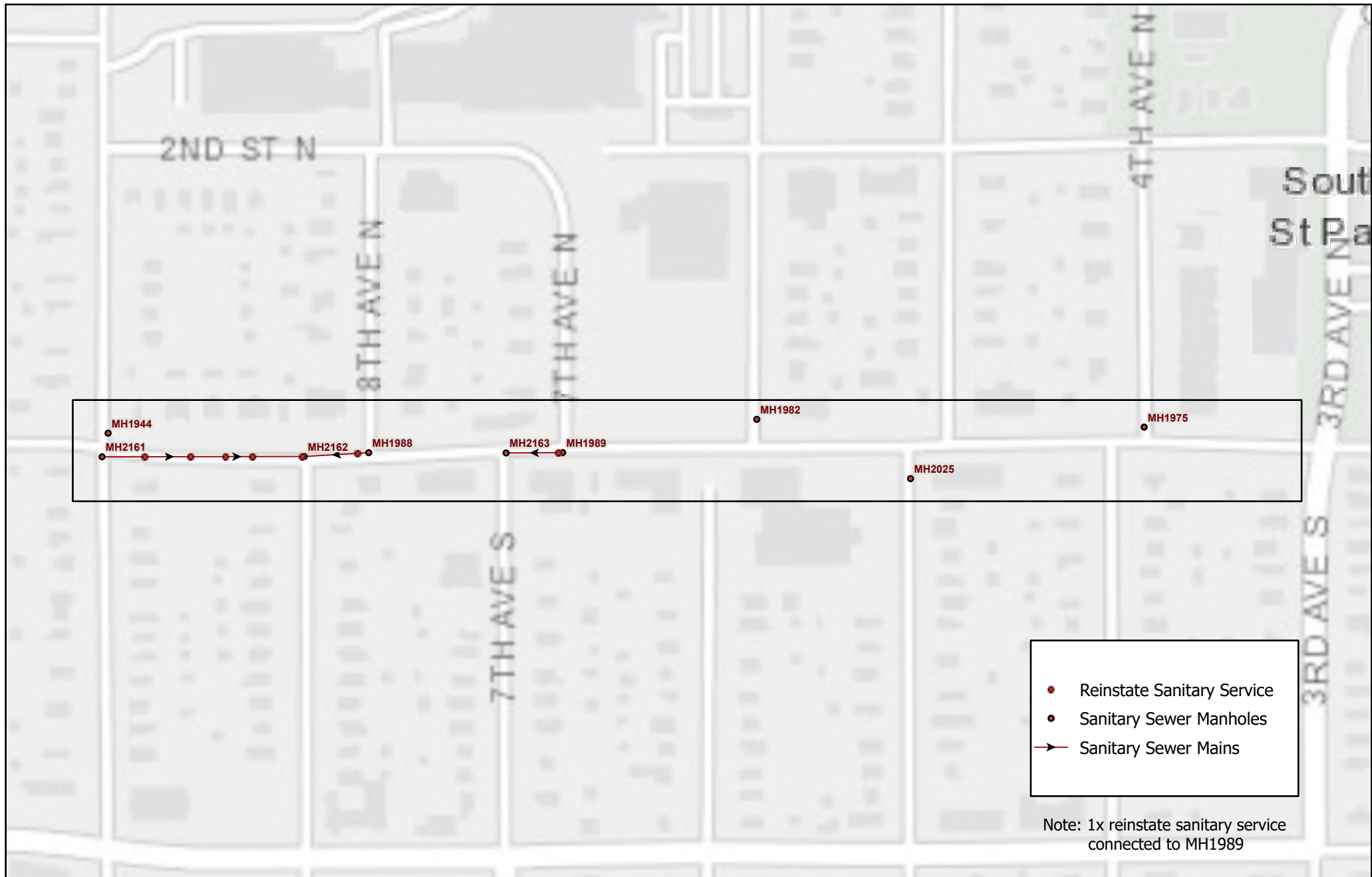
# 2024 7th Avenue Reconstruction



# 2024 Concord Exchange Improvements



# 2025 Marie Avenue Reconstruction Phase 1





## CITY COUNCIL AGENDA REPORT

**DATE:** July 6, 2026  
**DEPARTMENT:** Engineering  
**PREPARED BY:** Kelsey Gelhar  
**AGENDA ITEM NUMBER:** 8.J.

---

### MEETING TYPE

Regular Meeting

### AGENDA ITEM

Accept Bids and Award a Construction Contract – 2026 Miscellaneous Concrete Project (Project No. 2026-02)

### ACTION TO BE CONSIDERED OR DESIRED OUTCOME

Adopt Resolution 2026-081 RESOLUTION ACCEPTING BIDS AND AWARDING CONSTRUCTION CONTRACT FOR THE 2026 MISCELLANEOUS CONCRETE PROJECT (PROJECT NO. 2026-02) TO STANDARD SIDEWALK, INC.

### OVERVIEW

On June 17 and 24, 2026, the City published an advertisement for bids for the 2026 Miscellaneous Concrete Project (Project No. 2026-02).

The bids were opened on July 1, 2026, and read as follows:

| CONTRACTOR                  | BASE BID     |
|-----------------------------|--------------|
| Standard Sidewalk, Inc.     | \$94,030.00  |
| Create Construction LLC     | \$156,300.00 |
| New Look Contracting, Inc.  | \$175,050.00 |
| Asphalt Specialties Company | \$255,900.00 |
| Klein Underground, LLC      | \$275,550.00 |

*The Engineer's Estimate at the time of bidding was \$245,100.*

Staff has reviewed the bid proposals and has determined that Standard Sidewalk, Inc. is the lowest responsible bidder with a bid amount of \$94,030.00.

Staff recommends approval of Resolution 2026-081, awarding the construction contract for the 2026 Miscellaneous Concrete Repair Project to Standard Sidewalk, Inc. in the amount of \$94,030.00.

### SOURCE OF FUNDS

The funding for the project is from the Infrastructure Fund.

**ATTACHMENTS**

1. 202602 Bid Tab Summary
2. Resolution 2026-081 - Award Contract 2026 Misc Concrete



# BID TABULATION SUMMARY

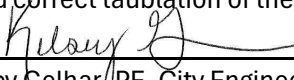
Project: 2026 Miscellaneous Concrete Project (#10248371)

Owner: South St. Paul  
South St. Paul Project Number: 2026-02

Bids Opened: Wednesday, July 1, 2026 at 10:00 AM CDT

|                            | Contractor                  | Bid Security 5% | Base Bid     |
|----------------------------|-----------------------------|-----------------|--------------|
| 1                          | Standard Sidewalk, Inc.     | X               | \$94,030.00  |
| 2                          | Create Construction LLC     | X               | \$156,300.00 |
| 3                          | New Look Contracting, Inc.  | X               | \$175,050.00 |
| 4                          | Asphalt Specialties Company | X               | \$255,900.00 |
| 5                          | Klein Underground, LLC      | X               | \$275,550.00 |
| Engineer's Opinion of Cost |                             |                 | \$245,100.00 |

I hereby certify that this is a true and correct tabulation of the bids as received on July 1, 2026

  
Kelsey Gelhar, PE, City Engineer

 Denotes corrected figure

City of South St. Paul  
Dakota County, Minnesota

**RESOLUTION NO. 2026-081**

**RESOLUTION ACCEPTING BIDS AND AWARDING CONSTRUCTION CONTRACT  
FOR THE 2026 MISCELLANEOUS CONCRETE PROJECT (PROJECT NO. 2026-02)  
TO STANDARD SIDEWALK, INC.**

**WHEREAS**, pursuant to advertisement for bids for the improvements outlined in the 2026 Miscellaneous Concrete Project (Project No. 2026-02), the bids were received, opened, and tabulated according to law, and the following bids were received complying with the advertisement:

| <b>CONTRACTOR</b>           | <b>BASE BID</b> |
|-----------------------------|-----------------|
| Standard Sidewalk, Inc.     | \$94,030.00     |
| Create Construction LLC     | \$156,300.00    |
| New Look Contracting, Inc.  | \$175,050.00    |
| Asphalt Specialties Company | \$255,900.00    |
| Klein Underground, LLC      | \$275,550.00    |

**AND WHEREAS**, it appears that Standard Sidewalk, Inc. is the lowest responsible bidder;

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of South St. Paul, Minnesota, as follows:

1. The Mayor and City Clerk are hereby authorized and directed to enter into the attached contract with Standard Sidewalk, Inc. in the name of the City of South St. Paul for the improvements outlined in the base bid of the 2026 Miscellaneous Concrete Project (Project 2026-02) according to the plans and specifications therefore approved by the City Council and on file in the office of the City Clerk.
2. The City Clerk is hereby authorized and directed to return forthwith to all bidders the deposits made with their bids, except that the deposits of the successful bidder and the next lowest bidder shall be retained until a contract has been signed.

Adopted this 6<sup>th</sup> day of July 2026.

---

City Clerk





# CITY COUNCIL AGENDA REPORT

**DATE:** July 6, 2026  
**DEPARTMENT:** City Administrator  
**PREPARED BY:** Ryan Garcia  
**AGENDA ITEM NUMBER:** 8.K.

---

## MEETING TYPE

Regular Meeting

## AGENDA ITEM

Authorizing Condemnation Proceedings in Connection with the Hardman Triangle Public Realm System

## ACTION TO BE CONSIDERED OR DESIRED OUTCOME

Motion to Approve Resolution 2026 - 80.

## OVERVIEW

At its October 20, 2020 meeting, the City Council adopted the [2040 Comprehensive Plan Update \(the "Plan"\)](#) via resolution 2020-143 following a multi-year, intensive public engagement process and series of public hearings and reviews in accordance with the Metropolitan Land Planning Act. Among many other things, the Plan included a [Future Land Use Map](#) guiding an approximately 25-acre area of the city, located at the north-east corner of Grand Avenue East and Concord Street North, as an area for "Mixed Use" development. [The Land Use Chapter of the Plan](#) defined the "Mixed-Use" designation as an area "intended to allow for developments which combine residential, office, retail, and commercial uses through planned development. These uses may be mixed within the same building (vertical mixed use) or may be in separate buildings that are mixed within the same area (horizontal mixed use). Overall, throughout all mixed-use areas, 40% of development is expected to be residential. The exact mix of uses will depend on the site and will need to be sensitive to the development context. Mixed-use development within the Southview Hill area is expected to be of lesser scale than sites identified along Concord Street due to the size of remaining developable sites and the context of the surrounding neighborhood." Specific to the area in question, the Land Use Chapter suggests that the area "would provide a link from the rest of the community west of Concord Street, to the river, something that has long been desired by the community", and "would need further study to provide better guidance on land uses and the economic market for uses in the area".

On November 4, 2024, the South St. Paul Economic Development Authority (the "EDA" - owners of about 50% of the property in the north-east quadrant of Grand/Concord) [authorized the execution of a professional services agreement](#) with a team of Tushie Montgomery Architects and Barr Engineering to complete a Redevelopment Master Plan and Stormwater Analysis for the area, commonly referred to as the "Hardman Triangle". [The Hardman Triangle Masterplan and District Stormwater Guide](#) (the "Master Plan") was adopted by the City Council via [Resolution 2025-28](#) at its March 3, 2025 meeting, finding the Master Plan to be "in furtherance

of the City's Comprehensive Plan and [Economic Development Strategy](#)". On December 15, 2025, the [City Council approved a proposal for professional services from Urban Ecosystems](#) for the design of public improvements in the Hardman Triangle Redevelopment Area, resolving that this design work was critical to advance the design for public improvements necessary to align with the future development as articulated in the Master Plan.

The redevelopment of the Hardman Triangle will necessitate the extension of public streets, sidewalks, sanitary and water utility infrastructure as well as the creation of public stormwater management, parks, and open space features to support the economic redevelopment of this area, which has a legacy of heavier industrial uses that began to deteriorate beginning with the closure of the Swift & Company meat packing plant on this site in the late 1960s. The district has suffered from a lack of meaningful private investment for more than 50 years, ultimately leading to several owners within the district approaching the City/EDA in the past 10 years and ultimately selling properties within the district to the EDA.

Within the planned redevelopment area, two properties identified with Dakota County Property Identification Numbers of 36-03800-00-054 and 36-03800-00-055 are located within "the footprint" of new public streets, public utilities, public stormwater management features, and public open space. The parcels are currently privately owned and developed with the Long Cheng Livestock & Meat Market. While we continue in our months-long efforts in pursuit of a negotiated agreement with the property owner to acquire the property, it is in the public interest to retain all options available to the City to support the public purposes of infrastructure extension to serve the city's economic and community development goals. With this in mind, Resolution 2026 - 80 is presented for consideration. If adopted, Resolution 2026 - 80 authorizes the City, in close coordination with our legal counsel (Hoff Barry), to commence with condemnation (eminent domain) proceedings pursuant to Minnesota Statutes, Chapter 117, as amended.

## **SOURCE OF FUNDS**

Funds for the acquisition, whether through negotiated settlement or through a claim for damages pursuant to eminent domain laws, will be sourced from the City's Concord Street Tax Increment Finance Fund (40490), Development Fund (20284) or fund balance in the HRA and EDA.

## **ATTACHMENTS**

1. Resolution 2026-80

City of South St. Paul  
Dakota County, Minnesota

**RESOLUTION NO. 2026 – 80**

**RESOLUTION AUTHORIZING CONDEMNATION PROCEEDINGS FOR  
ACQUISITION OF CERTAIN PARCELS LOCATED WITHIN THE CITY OF SOUTH  
ST. PAUL IN CONNECTION WITH THE HARDMAN TRIANGLE PUBLIC REALM  
SYSTEM**

**WHEREAS**, the City of South St. Paul has adopted a 2040 Comprehensive Plan (“Plan”); and

**WHEREAS**, pursuant to the current version of the Plan, certain parcels located within the City of South St. Paul identified with the Property Identification Numbers 36-03800-00-054 and 36-03800-00-055 (“Property”) are planned to be used for public infrastructure, stormwater, and right-of-way (“Public Infrastructure”) for a mixed-use commercial and residential redevelopment (“Project”) as provided for in the *2025 Hardman Triangle Conceptual Master Plan and Stormwater Guide*. The Public Infrastructure portion of the Project is known as the *Hardman Triangle Public Realm System*; and

**WHEREAS**, the Property is currently being operated as a Custom Exempt Meat Processing Facility; and

**WHEREAS**, the City of South St. Paul desires to acquire and use the Property for the Public Infrastructure necessary to support the development of the Project; and

**WHEREAS**, it is desirable to initiate eminent domain proceedings for the acquisition of the Property in fee title ownership should negotiations fail to achieve terms acceptable to both the Property owner and the City of South St. Paul; and

**WHEREAS**, the City Council considered this matter at its meeting of July 6, 2026.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council for the City of South St. Paul:

1. Should negotiations fail to achieve terms acceptable to the Property owner and the City of South St. Paul in a timely manner, it is hereby determined to be necessary, proper, and expedient and in the interest of the public health, safety, and general welfare of the citizens of the City of South St. Paul to acquire the Property by eminent domain for the Hardman Triangle Public Realm System. The City Council further finds that the acquisition of the Property for the Public Infrastructure is for a public purpose.
2. City of South St. Paul’s special counsel, Hoff Barry, P.A. (“Hoff Barry”), is authorized and directed on behalf of the City of South St. Paul to file a petition to

acquire the Property by eminent domain pursuant to Minnesota Statutes, Chapter 117, as amended. Hoff Barry is further authorized to take all legal steps necessary to carry out the purposes of this Resolution.

Adopted this 6<sup>th</sup> day of July, 2026.

---

City Clerk



## CITY COUNCIL AGENDA REPORT

**DATE:** July 6, 2026  
**DEPARTMENT:** Police  
**PREPARED BY:** Brian Wicke  
**AGENDA ITEM NUMBER:** 8.L.

---

### MEETING TYPE

Regular Meeting

### AGENDA ITEM

Conditional Employment Offer - Police Officer

### ACTION TO BE CONSIDERED OR DESIRED OUTCOME

Motion to appoint Brendan Thompson as a probationary police officer effective on, or after, September 14th, 2026, at a starting salary as outlined in the current LELS contract, contingent upon successful completion of a background investigation, physical examination, psychological evaluation, and obtaining peace officer licensing eligibility.

### OVERVIEW

As part of the 2026 Police Protection Budget, with the inclusion of federal funding, the authorized staffing level for the police department is set at thirty-seven sworn officers. Staff have been working to identify qualified applicants as we are currently staffed at thirty-five, with an additional applicant set to start later this month.

During May 2026, the department facilitated a traditional entry level testing process for the position of police officer, with an eligible register from this process established on June 1st, 2026 during the regular meeting of the Civil Service Commission. On July 6th, 2026, the Civil Service Commission certified the top eligible applicants from the combined register for consideration of appointment.

Brendan Thompson is currently employed as a correctional deputy by the Dakota County Sheriff's Office and is in the final stages of his peace officer education and training at Rasmussen College, with an anticipated completion date in September 2026.

Alex Howard is currently employed by the State of Minnesota Department of Corrections and intends to complete his peace officer education and training if offered the opportunity to do so through the ICPOET program.

Christopher Smith is currently employed by the State of Minnesota Department of Transportation and intends to complete his peace officer education and training if offered the opportunity to do so through the ICPOET program.

Police Department staff have reviewed the application, testing material, and preliminary

background information and recommend Brendan Thompson be given a conditional employment offer as a probationary police officer, effective on, or after, September 14th, 2026, contingent upon successful completion of a background investigation, physical examination, psychological evaluation, and obtaining peace officer licensing eligibility.

## **SOURCE OF FUNDS**

2026 Police Protection Budget

## **ATTACHMENTS**

1. 2026-1 FINAL Eligible Register as of 20260601 - COMBINED
2. Officer Certify Top Three
3. Brendan Thomspon - Redacted
4. Alex Howard - Redacted
5. Christopher Smith - Redacted

| NAME          |             | FIRST ORAL<br>GROSS | FIRST ORAL<br>WEIGHTED | SECOND ORAL<br>GROSS | SECOND ORAL<br>WEIGHTED | VETERAN'S<br>PREFERENCE | RESERVE/<br>CSO - Bonus | TOTAL<br>SCORE | FINAL<br>RANKING |
|---------------|-------------|---------------------|------------------------|----------------------|-------------------------|-------------------------|-------------------------|----------------|------------------|
| Thompson***   | Brendan     | 54.00               | 30.00                  | 63.00                | 70.00                   |                         |                         | 100.00         | 1                |
| Howard *      | Alex        | 28.00               | 23.33                  | 53.33                | 59.26                   |                         |                         | 82.59          | 2                |
| Smith*        | Christopher | 24.33               | 20.28                  | 52.67                | 58.52                   |                         |                         | 78.80          | 3                |
| Bagherzadeh*  | Setareh     | 31.00               | 25.83                  | 47.33                | 52.59                   |                         |                         | 78.42          | 4                |
| Gonzalez**    | Kevin       | 48.00               | 26.67                  | 44.33                | 49.26                   |                         |                         | 75.92          | 5                |
| Smith*        | Morgan      | 25.00               | 20.83                  | 46.33                | 51.48                   |                         |                         | 72.31          | 6                |
| Abrahamson*** | Nathan      | 44.67               | 24.82                  | 38.00                | 42.22                   |                         |                         | 67.04          | 7                |
| Byrne*        | Steve       | 32.00               | 26.67                  | 33.00                | 36.67                   |                         |                         | 63.33          | 8                |
| Sanders**     | Mason       | 12.50               | 6.94                   | 49.00                | 54.44                   |                         |                         | 61.39          | 9                |
| Watterson***  | Garrett     | 8                   | 4.44                   | 51.00                | 56.67                   |                         |                         | 61.11          | 10               |

The Commission directed that the weighting of the scores would be 30% for initial oral interviews and 70% for the final interview.

Initial oral interviews scored as follows: Gross score divided by 36 or 54 (total points possible) then multiplied by 100 (put on 100 pt scale) then multiple by 0.30 (weighted value)

Final oral interview scored as follows: Gross score divided by 63 (total points possible) then multiplied by 100 (put on 100 pt scale) then multiplied by 0.70 (weighted value)

Those candidates who qualified for Veteran's Preference had ten (10) points added to their total score. Qualified disabled veterans had fifteen (15) points added to their total score.

Candidates that are current South St. Paul Police Reserves or Community Service Officer with at least one (1) year of service had five (5) points added to their score.

\*(2025-02 Cadet Applicant - Eligibility Exp 8/3/2026))

\*\* (2025-03 Applicant - Eligibility Expires 02/01/2027)

\*\*\* (2026-01 Applicant - Eligibility Expires 05/31/2027)

Exp: 05/31/2027



# MEMORANDUM

**To:** The Honorable Mayor James P. Francis  
Members of the City Council  
**From:** John Lagoo-Secretary  
South St. Paul Police and Fire Civil Service Commission  
**Date:** July 6<sup>th</sup>, 2026  
**Subject:** Certification of the top standing names from the police officer eligibility list

In accordance with the Civil Service Rules for the Police Department, Rule 14, the below listed names are certified by this Commission as the top candidate(s) eligible for appointment for the position of police officer with the South St. Paul Police Department.

The police officer candidates are listed in their order of finish after completion of the testing process approved by this Commission.

- 1) Brendan Thompson
- 2) Alex Howard
- 3) Christopher Smith

---

John Lagoo – Secretary

## EMPLOYMENT APPLICATION



CITY OF SOUTH ST. PAUL  
125 3rd Ave N  
South St. Paul, Minnesota 55075  
651-554-3203  
<http://www.southstpaul.org>

Thompson, Brendan L.  
26-00058 POLICE OFFICER

Received: 4/30/26 02:04 AM

For Official Use Only:

QUAL: \_\_\_\_\_

DNQ: \_\_\_\_\_

☐ Experience

☐ Training

☐ Other: \_\_\_\_\_

## PERSONAL INFORMATION

## POSITION TITLE:

POLICE OFFICER

## EXAM ID#:

26-00058

## NAME: (Last, First, Middle)

Thompson, Brendan L.

## SOCIAL SECURITY NUMBER:

N/A

## ADDRESS: (Street, City, State/Province, Zip/Postal Code)

[REDACTED]

## EMAIL ADDRESS:

brendanthompson99@gmail.com

## HOME PHONE:

[REDACTED]

## NOTIFICATION PREFERENCE:

Email

## LEGAL RIGHT TO WORK IN THE UNITED STATES?

☒ Yes ☐ No

## What is your highest level of education?

Bachelor's Degree

## PREFERENCES

## WHAT TYPE OF JOB ARE YOU LOOKING FOR?

Regular

## TYPES OF WORK YOU WILL ACCEPT:

Full Time

## EDUCATION

## DATES:

## SCHOOL NAME:

Montana State University

## LOCATION: (City, State/Province)

Bozeman, Montana

## DID YOU GRADUATE?

☒ Yes ☐ No

## DEGREE RECEIVED:

Bachelor's

## MAJOR:

Bachelors Degree

## DATES:

## SCHOOL NAME:

University of Montana

## LOCATION: (City, State/Province)

Missoula, Montana

## DID YOU GRADUATE?

☒ Yes ☐ No

## DEGREE RECEIVED:

Bachelor's

## MAJOR:

Bachelor of Science

## DATES:

## SCHOOL NAME:

Rasmussen University

## LOCATION: (City, State/Province)

Eagan, Minnesota

## DID YOU GRADUATE?

☐ Yes ☒ No

## DEGREE RECEIVED:

Associate's

## MAJOR:

Associate of Science

## WORK EXPERIENCE

## DATES:

From: 1/2025 To: 9/2026

## EMPLOYER:

Dakota County Sheriff's Office

## POSITION TITLE:

Correctional Deputy

## ADDRESS: (Street, City, State/Province, Zip/Postal Code)

1580 Hwy 55 S, Hastings, Minnesota, 55133

## PHONE NUMBER:

651-438-4700

## SUPERVISOR:

Kevin Engel - Captain of Jail Operations

## MAY WE CONTACT THIS EMPLOYER?

☒ Yes ☐ No

## # OF EMPLOYEES SUPERVISED:

0

**DUTIES:**

Supervise inmate activities and maintain safety protocols within the facility.

- Conduct thorough inspections of inmate living areas to ensure compliance with regulations.

- Responded promptly to emergency situations within the facility, preserving order and minimizing harm to individuals involved.

- Displayed strong decision-making skills in high-pressure situations, effectively prioritizing tasks and responding to emergencies as they arose.

- Manage inmate records and documentation for accurate reporting and tracking.

- Coordinate transportation of inmates for court appearances and medical appointments.

**REASON FOR LEAVING:**

Current Position

**DATES:**

From: 9/2024 To: 4/2025

**EMPLOYER:**

Minnesota Wild Security

**POSITION TITLE:**

Security Officer

**ADDRESS:** (Street, City, State/Province, Zip/Postal Code)

199 West Kellogg Boulevard, St. Paul, Minnesota, 55102

**PHONE NUMBER:**

612-804-7269

**SUPERVISOR:**

Jeremy Jacobs - Security Manager

**MAY WE CONTACT THIS EMPLOYER?**

☒ Yes ☐ No

**# OF EMPLOYEES SUPERVISED:**

0

**DUTIES:**

Maintain a safe and secure campus at the Xcel Energy Center in downtown St. Paul. Patrolling the grounds, communicating with building staff, operating X-ray machines, escorting high-profile guests, and working with the unsheltered

**REASON FOR LEAVING:**

New position as correctional deputy at Dakota County Sheriff's Office

**DATES:**

From: 1/2024 To: 5/2024

**EMPLOYER:**

NBC Montana

**POSITION TITLE:**

Account Executive

**ADDRESS:** (Street, City, State/Province, Zip/Postal Code)

340 W Main ST, Missoula, Montana, 59802

**PHONE NUMBER:**

406-544-0644

**SUPERVISOR:**

Tamy Wagner - Vice President

**MAY WE CONTACT THIS EMPLOYER?**

☒ Yes ☐ No

**# OF EMPLOYEES SUPERVISED:**

0

**DUTIES:**

Responsible for managing accounts with companies that advertised on NBC Montana. This entailed communicating with marketing directors, discussing marketing solutions, gathering payment, as well as obtaining new clients to advertise with

**REASON FOR LEAVING:**

At this time, I made the move to Minnesota.

**DATES:**

From: 1/2021 To: 6/2023

**EMPLOYER:**

Track and Field Bozeman High School

**POSITION TITLE:**

Head Hurdles Position Coach

**ADDRESS:** (Street, City, State/Province, Zip/Postal Code)

205 N 11th Ave, Bozeman, Montana, 59715

**PHONE NUMBER:**

(406) 522-6200

**SUPERVISOR:**

No longer holds position - N/A

**MAY WE CONTACT THIS EMPLOYER?**

☐ Yes ☒ No

**# OF EMPLOYEES SUPERVISED:**

0

**DUTIES:**

For three years during the track and field season, I was the head hurdles coach for the track and field team. I was responsible for the planning, scheduling, coaching, and most importantly, mentoring of the hurdles event for 10-20 high school athletes on the Bozeman Track and Field team

**REASON FOR LEAVING:**

The head coach that I was working for moved on from his duties at Bozeman High School

**DATES:**

From: 3/2020 To: 3/2022

**EMPLOYER:**

Billings Tech Guys

**POSITION TITLE:**

Licensed Drone Pilot

**ADDRESS:** (Street, City, State/Province, Zip/Postal Code)

2341 Broadwater Avenue, Billings, Montana, 59102

**PHONE NUMBER:**

406-534-9565

**SUPERVISOR:**

Dylan Solberg - Owner

**MAY WE CONTACT THIS EMPLOYER?**

☒ Yes ☐ No

**# OF EMPLOYEES SUPERVISED:**

0

**DUTIES:**

Licensed Drone Pilot, Videographer, and Photographer.

Conducted and designed professional media jobs for real estate agents to assist in the sale of their property listings. Proficient in computer editing software such as Lightroom, Photoshop, Final Cut Pro X, and professional emailing



|                                                                                                                                                                                         |                                                      |                                                                                                             |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------|-------------------------------------------------------------------------------------------------------------|
| <b>REASON FOR LEAVING:</b><br>Changed positions to service assistant and coach at Bozeman High School.                                                                                  |                                                      |                                                                                                             |
| <b>DATES:</b><br>From: 7/2021 To: 3/2022                                                                                                                                                | <b>EMPLOYER:</b><br>Billion Auto Group               | <b>POSITION TITLE:</b><br>Service Assistant                                                                 |
| <b>ADDRESS:</b> (Street, City, State/Province, Zip/Postal Code)<br>243 Automotive Ave, Bozeman, Montana, 59718                                                                          |                                                      |                                                                                                             |
| <b>PHONE NUMBER:</b><br>406) 556-9071                                                                                                                                                   | <b>SUPERVISOR:</b><br>Doug Collins - Service Manager | <b>MAY WE CONTACT THIS EMPLOYER?</b><br><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| <b># OF EMPLOYEES SUPERVISED:</b><br>0                                                                                                                                                  |                                                      |                                                                                                             |
| <b>DUTIES:</b><br>Supported service writers and performed tasks in the service drive to abet the service process as well as porter customers to or from the site upon customer request. |                                                      |                                                                                                             |
| <b>REASON FOR LEAVING:</b><br>Began to focus more on the ending of my college academics career, as well as coaching at Bozeman High School                                              |                                                      |                                                                                                             |

**CERTIFICATES AND LICENSES**

Nothing Entered For This Section

**Skills****OFFICE SKILLS:**

Typing:60  
Data Entry:0

**OTHER SKILLS:**

Leadership - Intermediate - 5 years and 0 months  
Teamwork - Intermediate - 10 years and 0 months  
Organization - Intermediate - 15 years and 0 months  
Public Speaking - Intermediate - 10 years and 0 months  
Ability to follow directives - Intermediate - 10 years and 0 months  
Report Writing - Intermediate - 2 years and 0 months  
Communication skills - Intermediate - 10 years and 0 months

**LANGUAGE(S):**Spanish - ☐ Speak ☒ Read ☐ Write**ADDITIONAL INFORMATION****Miscellaneous**

Brendan Thompson  
April 29th, 2026

I will be MN POST eligible upon completion of the Rasmussen University Law Enforcement Program that concludes on September 14th, 2026.

**REFERENCES**

|                                                                 |                                   |                                                          |
|-----------------------------------------------------------------|-----------------------------------|----------------------------------------------------------|
| <b>REFERENCE TYPE:</b><br>Professional                          | <b>NAME:</b><br>Nicholas Erickson | <b>POSITION:</b><br>Police Officer - City of Winthrop    |
| <b>ADDRESS:</b> (Street, City, State/Province, Zip/Postal Code) |                                   |                                                          |
| <b>EMAIL ADDRESS:</b>                                           |                                   | <b>PHONE NUMBER:</b><br>[REDACTED]                       |
| <b>REFERENCE TYPE:</b><br>Personal                              | <b>NAME:</b><br>Raymond Trudeau   | <b>POSITION:</b><br>Lifelong acquaintance                |
| <b>ADDRESS:</b> (Street, City, State/Province, Zip/Postal Code) |                                   |                                                          |
| <b>EMAIL ADDRESS:</b>                                           |                                   | <b>PHONE NUMBER:</b><br>[REDACTED]                       |
| <b>REFERENCE TYPE:</b><br>Professional                          | <b>NAME:</b><br>Jeremy Jacobs     | <b>POSITION:</b><br>Manager of Security - Minnesota Wild |
| <b>ADDRESS:</b> (Street, City, State/Province, Zip/Postal Code) |                                   |                                                          |
| <b>EMAIL ADDRESS:</b>                                           |                                   | <b>PHONE NUMBER:</b><br>[REDACTED]                       |
| <b>REFERENCE TYPE:</b><br>Personal                              | <b>NAME:</b><br>Conner Nash       | <b>POSITION:</b><br>Lifelong acquaintance                |
| <b>ADDRESS:</b> (Street, City, State/Province, Zip/Postal Code) |                                   |                                                          |
| <b>EMAIL ADDRESS:</b>                                           |                                   | <b>PHONE NUMBER:</b><br>[REDACTED]                       |
| <b>REFERENCE TYPE:</b><br>Personal                              | <b>NAME:</b><br>Levi Janacaro     | <b>POSITION:</b><br>Lifelong acquaintance                |
| <b>ADDRESS:</b> (Street, City, State/Province, Zip/Postal Code) |                                   |                                                          |
| <b>EMAIL ADDRESS:</b>                                           |                                   | <b>PHONE NUMBER:</b><br>[REDACTED]                       |

|                                                                 |                                 |                                                                              |
|-----------------------------------------------------------------|---------------------------------|------------------------------------------------------------------------------|
| <b>REFERENCE TYPE:</b><br>Professional                          | <b>NAME:</b><br>Bryan Fillinger | <b>POSITION:</b><br>DEA Group Supervisor - Missoula Post of Duty             |
| <b>ADDRESS:</b> (Street, City, State/Province, Zip/Postal Code) |                                 |                                                                              |
| <b>EMAIL ADDRESS:</b>                                           |                                 | <b>PHONE NUMBER:</b><br>[REDACTED]                                           |
| <b>REFERENCE TYPE:</b><br>Professional                          | <b>NAME:</b><br>Brad Moore      | <b>POSITION:</b><br>Retired Sergeant - Montana Highway Patrol State Troopers |
| <b>ADDRESS:</b> (Street, City, State/Province, Zip/Postal Code) |                                 |                                                                              |
| <b>EMAIL ADDRESS:</b>                                           |                                 | <b>PHONE NUMBER:</b><br>[REDACTED]                                           |
| <b>REFERENCE TYPE:</b><br>Personal                              | <b>NAME:</b><br>Seth Adolph     | <b>POSITION:</b><br>Former Roommate                                          |
| <b>ADDRESS:</b> (Street, City, State/Province, Zip/Postal Code) |                                 |                                                                              |
| <b>EMAIL ADDRESS:</b>                                           |                                 | <b>PHONE NUMBER:</b><br>[REDACTED]                                           |

[REDACTED]  
brendanthompson99@gmail.com  
[REDACTED]

April 30th, 2026

South St. Paul Police Department

125 3rd Ave N, South St. Paul, MN, 55075

South St. Paul Police Department Administration,

I am writing to express my interest and attraction to the police officer position for the South St. Paul Police Department. As someone who lives locally and visits South St. Paul regularly, serving the community is something that is important to me. It has been a lifelong dream of mine to become a police officer, and with this dream now coming to fruition, I am eager to contribute to a local department that values professionalism, community, a healthy culture, and accountability.

I am drawn to your department's commitment to working in partnership with the community while upholding the Constitution and the laws of Minnesota. Working as a correctional deputy in the Dakota County jail has allowed me to be exposed to many police officers working for South St. Paul, and I believe your department has a culture and standard that I want to be a part of. I take great pride in approaching life with integrity, positivity and a willingness to learn and grow as a professional, and I believe that this is achievable in the South St. Paul Police Department.

Through my education, training, and work experience as a correctional deputy in Dakota County, I have developed a strong foundation in ethical decision-making, communication, teamwork, and conflict resolution. I recognize the importance of remaining calm under pressure and being mindful of how quickly situations can change. I also recognize that I do not know everything, I am not perfect, and I need to surround myself with strong and knowledgeable professionals to begin and grow in my career as a police officer.

I value integrity, honesty, and professionalism, and I am dedicated to being a positive representative of the community both on and off duty. I am committed to continuing to grow both professionally and personally throughout my career in law enforcement, and I strongly believe that I can accomplish these goals at the South St. Paul Police Department.

Thank you for taking the time to review my application, resume, and cover letter, as well as the consideration for this position.

Sincerely,  
Brendan Thompson



## EMPLOYMENT APPLICATION



**CITY OF SOUTH ST. PAUL**  
 125 3rd Ave N  
 South St. Paul, Minnesota 55075  
 651-554-3203  
<http://www.southstpaul.org>

**Howard, Alex W**  
**25-00039 POLICE CADET**

**Received: 6/18/25 4:07 PM**

**For Official Use Only:**

QUAL: \_\_\_\_\_

DNQ: \_\_\_\_\_

☐ Experience

☐ Training

☐ Other: \_\_\_\_\_

## PERSONAL INFORMATION

**POSITION TITLE:**  
 POLICE CADET

**EXAM ID#:**  
 25-00039

**NAME:** (Last, First, Middle)  
 Howard, Alex W

**SOCIAL SECURITY NUMBER:**  
 N/A

**ADDRESS:** (Street, City, State/Province, Zip/Postal Code)  
 [REDACTED]

**EMAIL ADDRESS:**  
 [REDACTED]

**HOME PHONE:**  
 [REDACTED]

**NOTIFICATION PREFERENCE:**  
 Email

**LEGAL RIGHT TO WORK IN THE UNITED STATES?**

☒ Yes ☐ No

**What is your highest level of education?**

Associate's Degree

## PREFERENCES

**WHAT TYPE OF JOB ARE YOU LOOKING FOR?**

Regular

**TYPES OF WORK YOU WILL ACCEPT:**

Full Time

## EDUCATION

**DATES:**

**SCHOOL NAME:**

Le Cordon Bleu College of Culinary Arts

**DID YOU GRADUATE?**

☒ Yes ☐ No

**DEGREE RECEIVED:**

Associate's

**MAJOR:**

AAS Degree

## WORK EXPERIENCE

**DATES:**

From: 3/2019 To: Present

**EMPLOYER:**

UW Stout

**POSITION TITLE:**

Retail and Catering Lead

**ADDRESS:** (Street, City, State/Province, Zip/Postal Code)

Menomonie, Wisconsin

**MAY WE CONTACT THIS EMPLOYER?**

☒ Yes ☐ No

**DUTIES:**

Managing student management team and student staff  
 Supervising production and service to guests  
 Delivery and full service of catered events including full bar  
 Time management of break times and tasks of student staff  
 Training student staff on proper food handling and preparing methods  
 Training student staff on PoS and customer service at each point in operations

**DATES:**

From: 2/2022 To: Present

**EMPLOYER:**

Glenhaven Inc

**POSITION TITLE:**

Director of Dietary Services

**ADDRESS:** (Street, City, State/Province, Zip/Postal Code)

Glenwood City, Wisconsin

**MAY WE CONTACT THIS EMPLOYER?**

☐ Yes ☒ No

**DUTIES:**

Glenhaven Inc, -----  
 Active manager of all Dietary staff  
 Supervision as well as execution of meal service to residents  
 Ordering all food and beverages as well as all necessary supplies  
 Time adjustment and management of all Dietary staff  
 accounting ( invoices, receipts ect)

**DATES:**

From: 10/2021 To: 2/2022

**EMPLOYER:**

Heritage Senior Living

**POSITION TITLE:**

Executive Chef



|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                           |                                                                                                             |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------|-------------------------------------------------------------------------------------------------------------|
| <b>ADDRESS:</b> (Street, City, State/Province, Zip/Postal Code)<br>Eau Claire, Wisconsin                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                           |                                                                                                             |
| <b>MAY WE CONTACT THIS EMPLOYER?</b><br><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                           |                                                                                                             |
| <b>DUTIES:</b><br>Active manager of all Dietary staff<br>Supervision as well as execution of meal service to residents<br>Ordering all food and beverages as well as all necessary supplies<br>Time adjustment and management of all Dietary staff<br>Accounting ( invoices, receipts ect)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                           |                                                                                                             |
| <b>DATES:</b><br>From: 3/2018 To: 3/2019                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | <b>EMPLOYER:</b><br>Monk's Bar & Grill                    | <b>POSITION TITLE:</b><br>Kitchen Manager                                                                   |
| <b>ADDRESS:</b> (Street, City, State/Province, Zip/Postal Code)<br>Eau Claire, Wisconsin                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                           |                                                                                                             |
| <b>MAY WE CONTACT THIS EMPLOYER?</b><br><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                           |                                                                                                             |
| <b>DUTIES:</b><br>Monk's Bar & Grill - -----<br>Supervision and execution of BoH operations<br>Scheduling BoH staff<br>Multiple Line Prep and cook<br>Recipe reading and proper food preparation<br>Ordering of Supplies                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                           |                                                                                                             |
| <b>DATES:</b><br>From: 9/2011 To: 3/2018                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | <b>EMPLOYER:</b><br>The Greene Turtle Sports Bar & Grille | <b>POSITION TITLE:</b><br>Cook                                                                              |
| <b>ADDRESS:</b> (Street, City, State/Province, Zip/Postal Code)<br>Perryville, Maryland                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                           |                                                                                                             |
| <b>MAY WE CONTACT THIS EMPLOYER?</b><br><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                           |                                                                                                             |
| <b>DUTIES:</b><br>Certified Trainer- The Greene Turtle Sports Bar & Grille - -----<br>Main Restaurant /days<br>Overnight Supervisor of Side Kitchen<br>Short Order cooking<br>Supervisor of 6+ employees<br>Trained new employees<br>Stocked, Ordered and Prepped side kitchen<br>Bartending<br>FoH supervision on as needed basis                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                           |                                                                                                             |
| <b>DATES:</b><br>From: 1/2011 To: 9/2011                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | <b>EMPLOYER:</b><br>Chesapeake Inn Restaurant & Marina    | <b>POSITION TITLE:</b><br>Cook                                                                              |
| <b>ADDRESS:</b> (Street, City, State/Province, Zip/Postal Code)<br>Chesapeake City, Maryland                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                           |                                                                                                             |
| <b>MAY WE CONTACT THIS EMPLOYER?</b><br><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                           |                                                                                                             |
| <b>DUTIES:</b><br>Internship for College<br>Fine Dining<br>Multiple Line Prep and Prepare<br>Fresh seafood receiving and preparing<br>Banquet style action stations                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                           |                                                                                                             |
| <b>DATES:</b><br>From: 9/2022                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | <b>EMPLOYER:</b><br>Minnesota Department of Corrections   | <b>POSITION TITLE:</b><br>Corrections Officer 2                                                             |
| <b>ADDRESS:</b> (Street, City, State/Province, Zip/Postal Code)<br>970 Pickett Ave. N., Bayport, Minnesota, 55003                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                           |                                                                                                             |
| <b>PHONE NUMBER:</b><br>651-779-2700                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | <b>SUPERVISOR:</b><br>Dominic Casalenda - Lieutenant      | <b>MAY WE CONTACT THIS EMPLOYER?</b><br><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| <b>DUTIES:</b><br>Maintain safety, security, and order within correctional facilities by monitoring inmate behavior and enforcing rules and regulations.<br>Conducted routine inspections, headcounts, and security checks to prevent escapes, contraband, and disturbances.<br>Responded promptly to incidents, emergencies, and altercations using appropriate procedures and de-escalation techniques.<br>Supervised inmate activities, including meals, recreation, work assignments, and visitation.<br>Prepared detailed reports on daily operations, incidents, and disciplinary actions.<br>Collaborated with law enforcement, medical staff, and administrative personnel to ensure compliance with institutional policies and legal standards.<br>Additional duties and awards include.<br>FTO (field training officer)<br>All FTOs participate in the first hand training of all new staff.<br>Mentor program.<br>While the FTO program is there for training purposes the mentor program is for assisting new staff with how to handle the stresses of the job. Both of these programs i feel are vital to the success of newer officers.<br>Completed Sergeant assessment.<br>Completed assessment which allows for officers to promote to a vacant Sergeant position. |                                                           |                                                                                                             |

**REASON FOR LEAVING:**

Currently employed here.

**CERTIFICATES AND LICENSES**

Nothing Entered For This Section

**Skills**

Nothing Entered For This Section

**ADDITIONAL INFORMATION**

Nothing Entered For This Section

**REFERENCES****REFERENCE TYPE:**

Professional

**NAME:**

Staci Stone

**POSITION:**

Sergeant

**ADDRESS:** (Street, City, State/Province, Zip/Postal Code)**EMAIL ADDRESS:**

Staci.stone@state.mn.us

**PHONE NUMBER:**

651-779-2700

**REFERENCE TYPE:**

Professional

**NAME:**

Johnathan Snell

**POSITION:**

Lieutenant

**ADDRESS:** (Street, City, State/Province, Zip/Postal Code)**EMAIL ADDRESS:**

Johnathan.snell@state.mn.us

**PHONE NUMBER:**

651-779-2700

**REFERENCE TYPE:**

Professional

**NAME:**

Lucas Adamez

**POSITION:**

Corrections Officer 2

**ADDRESS:** (Street, City, State/Province, Zip/Postal Code)**EMAIL ADDRESS:**

Lucas.adamez@state.mn.us

**PHONE NUMBER:**

## EMPLOYMENT APPLICATION



**CITY OF SOUTH ST. PAUL**  
 125 3rd Ave N  
 South St. Paul, Minnesota 55075  
 651-554-3203  
<http://www.southstpaul.org>

**Smith, Christopher E.**  
**25-00039 POLICE CADET**

**Received: 6/18/25 9:53 PM**

**For Official Use Only:**

QUAL: \_\_\_\_\_

DNQ: \_\_\_\_\_

☐ Experience

☐ Training

☐ Other: \_\_\_\_\_

## PERSONAL INFORMATION

**POSITION TITLE:**

POLICE CADET

**EXAM ID#:**

25-00039

**NAME: (Last, First, Middle)**

Smith, Christopher E.

**SOCIAL SECURITY NUMBER:**

N/A

**ADDRESS: (Street, City, State/Province, Zip/Postal Code)**

**EMAIL ADDRESS:**

**HOME PHONE:**

**NOTIFICATION PREFERENCE:**

Email

**LEGAL RIGHT TO WORK IN THE UNITED STATES?**

☒ Yes ☐ No

**What is your highest level of education?**

Master's Degree

## PREFERENCES

**WHAT TYPE OF JOB ARE YOU LOOKING FOR?**

Regular

**TYPES OF WORK YOU WILL ACCEPT:**

Full Time

## EDUCATION

**DATES:**

**SCHOOL NAME:**

University of Arizona

**DID YOU GRADUATE?**

☒ Yes ☐ No

**DEGREE RECEIVED:**

Master's

**MAJOR:**

Legal Studies

**DATES:**

**SCHOOL NAME:**

University of Minnesota

**DID YOU GRADUATE?**

☒ Yes ☐ No

**DEGREE RECEIVED:**

Master's

**MAJOR:**

Conservation Biology

**DATES:**

**SCHOOL NAME:**

University of Minnesota

**DID YOU GRADUATE?**

☒ Yes ☐ No

**DEGREE RECEIVED:**

Bachelor's

**MAJOR:**

Wildlife Management

## WORK EXPERIENCE

**DATES:**

From: 9/2013 To: Present

**EMPLOYER:**

HerpMapper

**POSITION TITLE:**

Director of Public Affairs

**ADDRESS: (Street, City, State/Province, Zip/Postal Code)**

Muscatine, Iowa

**COMPANY URL:**

[www.herpMapper.org](http://www.herpMapper.org)

**MAY WE CONTACT THIS EMPLOYER?**

☒ Yes ☐ No

**# OF EMPLOYEES SUPERVISED:**

0

**DUTIES:**

- \* Experienced in synthesizing complex technical material and effectively communicating materials to diverse audiences.
- \* Serve as the primary communications / media contact, including experience with TV, radio, podcasts, and other media.
- \* Serve as the primary contact for public communications, and communications with conservation and research organizations.
- \* Serve as the social media administrator for the organization, proficient in the use of Facebook, Twitter, Instagram, and others.
- \* Serve as the organization's liaison with natural resources managers and conservation organizations to benefit a broad range of species and habitats.
- \* Experience managing, supervising, directing, and guiding staff, contractors, and volunteers representing multi-disciplinary experts from around the world.

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |  |                                                                                                             |                                                                 |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|-------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------|
| <b>DATES:</b><br>From: 2/2016 To: Present                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |  | <b>EMPLOYER:</b><br>Minnesota Department of Transportation                                                  | <b>POSITION TITLE:</b><br>Protected Species Program Coordinator |
| <b>ADDRESS:</b> (Street, City, State/Province, Zip/Postal Code)<br>St. Paul, Minnesota                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |  |                                                                                                             |                                                                 |
| <b>SUPERVISOR:</b><br>Lisa Elliott - Environmental Assessment Unit Supervisor                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |  | <b>MAY WE CONTACT THIS EMPLOYER?</b><br><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |                                                                 |
| <b># OF EMPLOYEES SUPERVISED:</b><br>0                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |  |                                                                                                             |                                                                 |
| <b>DUTIES:</b> <ul style="list-style-type: none"> <li>* Lead and coordinate agency compliance with state and federal endangered species law, including the development and implementation of agency policies and procedures.</li> <li>* Experience testifying at state legislative hearings and represent the agency with federal congressional staffers. Accompany MnDOT Assistant Commissioner to Washington, D.C. to represent agency interests.</li> <li>* Knowledge of general state and federal legislative and rulemaking processes.</li> <li>* Delegated authority via the Federal Highway Administration to consult with U.S. Fish &amp; Wildlife Service via Section 7 of the Endangered Species Act.</li> <li>* Serve as the lead MnDOT representative and liaison to U.S. Fish &amp; Wildlife Service and Federal Highway Administration for endangered and threatened species issues.</li> <li>* Serve as Project Manager and Technical Lead on research projects focused on the conservation and recovery of federal and state listed species.</li> <li>* Serve as a lead worker providing daily work direction and accountability to professional level staff.</li> <li>* Experience using the best available scientific information regarding species' status, threats and conservation needs to develop avoidance, minimization, and mitigation measures (including compensatory mitigation) for agency actions. Understanding of the complex relationships involving native plants and animals.</li> <li>* Complete environmental review processes to ensure compliance with Minnesota Environmental Policy Act (MEPA) and the National Environmental Policy Act (NEPA); working with complex documents and procedures under tight deadlines.</li> <li>* Provide leadership and support on nation-wide, statewide, and agency-wide teams and planning efforts pertaining to natural resources and transportation infrastructure (e.g., Energy and Transportation Rights-of-Way Candidate Conservation Agreement with Assurances for the Monarch Butterfly, Interagency Pollinator Protection Team).</li> <li>* Review and interpret natural resources data and information sources, and critically review research, survey, monitoring proposals and results, and produce recommendations based on these review for non-technical staff and stakeholders.</li> <li>* Develop effective guidance and create innovative programs by using the best available science to conserve ecosystems, and imperiled plants and wildlife.</li> <li>* Completed Leadership Development Program.</li> <li>* Completed Testifying at Legislative Hearings training.</li> <li>* Knowledge with the flora, fauna, and natural communities, and natural history in Minnesota.</li> <li>* Proficient in the use of personal computers, word processing, spreadsheets, and database use.</li> </ul> |  |                                                                                                             |                                                                 |
| <b>DATES:</b><br>From: 11/2009                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |  | <b>EMPLOYER:</b><br>Wildlife Research & Consulting Services, LLC                                            | <b>POSITION TITLE:</b><br>Wildlife Biologist / Owner            |
| <b>ADDRESS:</b> (Street, City, State/Province, Zip/Postal Code)<br>Lakeland, Minnesota, 55127                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |  |                                                                                                             |                                                                 |
| <b>MAY WE CONTACT THIS EMPLOYER?</b><br><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |  |                                                                                                             |                                                                 |
| <b># OF EMPLOYEES SUPERVISED:</b><br>0                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |  |                                                                                                             |                                                                 |
| <b>DUTIES:</b> <ul style="list-style-type: none"> <li>* Work with small to large environmental organizations to answer wildlife-related questions and creatively address challenges.</li> <li>* Design, conduct, and report on wildlife inventories and monitoring projects.</li> <li>* Permitted by U.S. Fish and Wildlife Service to work with the federally threatened northern long-eared bat and the federally endangered rusty-patched bumble bee.</li> <li>* Pre-qualified by Minnesota Department of Natural Resources to work with protected amphibians and reptiles.</li> <li>* Manage budget, taxes, business filings, and associated managerial tasks.</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |  |                                                                                                             |                                                                 |
| <b>DATES:</b><br>From: 5/2008 To: 2/2016                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |  | <b>EMPLOYER:</b><br>Minnesota Department of Natural Resources                                               | <b>POSITION TITLE:</b><br>Natural Resources Specialist          |
| <b>ADDRESS:</b> (Street, City, State/Province, Zip/Postal Code)<br>St. Paul, Minnesota                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |  |                                                                                                             |                                                                 |
| <b>SUPERVISOR:</b><br>Dan Lais - Regional Manager                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |  | <b>MAY WE CONTACT THIS EMPLOYER?</b><br><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |                                                                 |
| <b># OF EMPLOYEES SUPERVISED:</b><br>0                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |  |                                                                                                             |                                                                 |
| <b>DUTIES:</b> <ul style="list-style-type: none"> <li>* Designed and implemented surveys and research projects for rare nongame wildlife including reptiles; amphibians; small mammals; and insects with minimal direct supervision.</li> <li>* Served as a lead worker for volunteers, contractors and other staff. Ensuring safe, efficient, and effective execution of complex projects with diverse teams.</li> <li>* Responded to daily public inquiries on a wide variety of natural resource topics including fielding difficult questions and working with dissatisfied customers.</li> <li>* Proficient in the use of Geographical Information Systems (GIS), including ESRI ArcMAP, for environmental planning, environmental reviews, and biodiversity research.</li> <li>* Knowledge of the purpose and basic organizational structure of the Minnesota DNR and U.S. Fish &amp; Wildlife Service.</li> <li>* Interacted with both the general public and various other DNR officials in order to provide natural resource management guidance and coordinate work.</li> <li>* Served as the primary administrator for the Minnesota Nongame Wildlife Program Facebook Page.</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |  |                                                                                                             |                                                                 |

\* Developed and maintained content on the MNDNR's website using the Content Management System WALLEYE.  
Service  
\* Conservation Committee Chair - Minnesota Herpetological Society Jan. 2016 - Present ;  
\* Forest Issues Committee - Minnesota Chapter, The Wildlife Society Jan. 2016 - Present ;  
\* Advisory Committee, Member - Friends of the Minnesota Scientific and Natural Areas Feb. 2018 - Present ;

**REASON FOR LEAVING:**

Promotion opportunity at Minnesota DOT

**CERTIFICATES AND LICENSES**

Nothing Entered For This Section

**Skills****OFFICE SKILLS:**

Typing:  
Data Entry:

**OTHER SKILLS:****LANGUAGE(S):**

English - ☐ Speak ☐ Read ☐ Write

**ADDITIONAL INFORMATION****Miscellaneous**

Recently joined as a Reserve Deputy at Pine County Sheriff's Office.

**REFERENCES**

Nothing Entered For This Section



## CITY COUNCIL AGENDA REPORT

**DATE:** July 6, 2026  
**DEPARTMENT:** Parks & Recreation  
**PREPARED BY:** Shannon Young  
**AGENDA ITEM NUMBER:** 8.M.

---

### MEETING TYPE

Regular Meeting

### AGENDA ITEM

Approval of Professional Engineering Services Agreement—Doug Woog Ice Arena

### ACTION TO BE CONSIDERED OR DESIRED OUTCOME

Approve a Professional Services Agreement with **B32 Engineering Group, Inc.** in the amount of **\$154,600** for engineering design, bidding, and construction administration services for the replacement of the ice rink floor systems and dasher board systems at Doug Woog Ice Arena. Staff recommends approval based on the firm's specialized expertise, familiarity with the facility, and successful experience with previous improvements at the arena.

### OVERVIEW

The existing ice rink floors and dasher board systems at Doug Woog Ice Arena have exceeded their expected service life and require replacement. B32 Engineering Group previously designed the arena's refrigeration system improvements in 2014 and has extensive experience in ice arena design.

The project includes replacement of both NHL-size ice rink floor systems and dasher board systems. Construction is planned over two years, with one rink completed in 2027 and the second in 2028 to minimize disruptions to arena operations.

The proposed fixed fee for engineering services is **\$154,600**, which includes:

- Preliminary Design
- Final Design and Bidding
- Construction Administration

### SOURCE OF FUNDS

Doug Woog Arena Levy

### ATTACHMENTS

1. Doug Woog Arena - B32 Ice Rink Floor System Design Proposal 2026







June 25, 2026

Ms. Shannon Young  
Director of Parks and Recreation  
City of South St. Paul  
125 3<sup>rd</sup> Avenue North  
South St. Paul, MN 55075

*Via email: [syoung@southstpaul.org](mailto:syoung@southstpaul.org)*

RE: Professional Engineering Services Proposal: Doug Woog Ice Arena – Ice Rink Floor and Dasher Board System Replacement  
**Ice Rink Floor and Dasher Board System Design and Construction Administration Services**

Dear Ms. Young:

We are pleased to submit this proposal to provide professional engineering services for the replacement of two (2) existing ice rink floor systems and dasher board systems at the Doug Wood Ice Arena. The following proposal outlines our understanding of the project by defining the scope of our services and key assumptions made in preparing this proposal and fees associated with the Scope of Work.

## **ABOUT B32 ENGINEERING GROUP, INC.**

Our team has extensive and specialty experience in programming, evaluations, concept design, and design and construction phase services for all types of ice rink projects. Successfully completing over 450 ice rink related projects, our team, led by Scott Ward, is a leader in the ice rink industry providing some of the most innovative, cost-effective, and energy-efficient design solutions. We know these unique facilities very well, have a thorough understanding of their needs and performance requirement and have the in-depth, specialty experience required to successfully complete this project for you, the City, and other project partners.

We have submitted to you our complete Ice Rink Statement of Qualifications for your review. We would be happy to provide additional information regarding projects, references, etc. at your request.

Some of the notable projects that we are currently working on, or have recently completed, include the following

**Professional NHL (New and Renovation)**

Baptist Health Ice Plex Florida Panthers Ft. Lauderdale FL (2 sheets)  
Grand Casino Arena, St. Paul MN (MN Wild)  
American Airlines Center, Dallas TX (Dallas Stars, study)  
Ice Den, Coral Springs FL (Owned by Florida Panthers)

**Minor Professional ECHL, SPHL, AHL(New and renovation)**

Port Wentworth Ice Cove, Port Wentworth GA (2 sheets)  
Owens Ice Arena, Peoria IL (2 sheets)  
Pelham Civic Complex, Pelham AL (2 sheets)  
Blue Cross Arena, Rochester NY (10,000 seats)  
Mohegan Sun Arena, Wilkes Barre PA (10,000 seats)

**NCAA College Division 1 (New)**

Northeastern University, Boston MA  
Sacred Heart University, Fairfield CT  
Augustana University, Sioux Falls SD  
Kalamazoo Event Center, MI (Western Mich and Kalamazoo Wings)  
University of St Thomas, St. Paul MN (2 sheets)  
Stonehill College, Easton MA  
William College, Williamstown MA

**NCAA Division 1 and Division 3 College (Renovation)**

3MAM at Mariucci University of Minnesota, Minneapolis MN  
Berry Event Center University of Northern Michigan, Marquette MI  
Ingalls Rink-Yale University, New Haven CT  
Baker Rink-Princeton University, Princeton NJ  
Conte Forum-Boston College, Boston MA  
Carlson Center-University of Alaska Fairbanks, AK  
Tuttle North Ice Arena SUNY Brockport NY  
Sage Rink, Hamilton College, Hamilton NY  
Bird Arena, Ohio University, Athens OH  
National Hockey Center, St. Cloud University, MN (2 sheets)

**College Prep (Renovation)**

Nobles Greenough School, Dedham MA

**Community Facilities (Renovation)**

Braemar Ice Arena, Edina MN (4 sheets)  
Oakton Ice Arena, Oakton IL (2 sheets)  
EPIC, Fort Collins CO (2 sheets)  
National Sports Center, Super Rink Blaine MN (8 sheets)  
Joliet Ice Arena, Joliet IL  
Bloomington Ice Gardens, Bloomington MN (3 sheets)  
Maple Grove Community Center, Maple Grove MN (3 sheets)  
Civic and VFW Arenas, East Grand Forks MN (2 sheets)  
Northwoods Credit Union Arena, Cloquet MN (2 sheets)  
Blue Cross Arena, Rochester NY (10,000 seats)  
Cazenovia Rink, Buffalo NY.  
Webster Groves Ice Rink, Webster Groves MO  
Kirkwood Ice Rink, Kirkwood MO  
Playland Casino, Rye NY (3 sheets)  
Pat Odonnell Civic Center, Ironwood MI  
Lou & Gib Reese Ice Arena, Newark OH

Graham Arena, Rochester MN (2 sheets)

Oak Lawn Ice Arena, Oak Lawn IL

**Community Facilities (New)**

Hockey Hall of Fame Rink, Inver Grove Heights MN  
Mosaic Quarters, Tucson AZ (3 sheets)  
Richmond VA (2 sheets)  
Bowie Ice Arena, Bowie MD  
Fargo Parks Sports Center, Fargo ND (2 sheets)  
Mobile Arena, Mobile AL (10,000 seats)  
Palm Beach Gardens Iceplex, Palm Beach Gardens FL (2 sheets)  
East Brunswick NJ (2 sheets)  
Car Shield Ice Rink, Chesterfield MO (2 sheets)  
Northfield, MN  
Belmont, MA

Woodman's Community Center, Janesville WI (2 sheets)  
Brookhaven Town NY (2 sheets)

Scheels Arena, Fargo, ND (2 sheets)

**Outdoor Facilities (New)**

Buhr Rink, Ann Arbor MI  
Middle Park Landing, Bettendorf IA (ice rink)  
Jacobson Plaza, Sioux Falls SD (skating trail)  
Landmark Ice Rink, Washington DC (skating trail)  
Heartland of America, Omaha NE (skating trail)  
Warwick Ice Rink, Warwick RI (ice rink)  
Windows on the Waterfront, Holland MI (skating trail)  
Laskar Pool and Ice Rink, Central Park NY (ice rink)  
The Rivers Edge Ice Rink, Davenport IA (ice rink)  
Central Plaza Ice Skating Loop, Marion IA (skating trail)  
Schenley Ice Rink, Pittsburgh PA (ice rink)  
Steinberg Pavilion Ice Rink, St. Louis MO (ice rink)  
Elm Street Plaza Ice Rink, Cincinnati OH (ice rink)  
City Park Ice Skating Ribbon, Bondurant IA (ice rink)  
Red Arrow Park, Milwaukee WI (ice rink)  
Ewart Park, Joplin MO (skating trail)

**Studies**

Panthers Ice Den, Coral Springs FL  
Pasadena Ice Skating Rink, Pasadena CA  
The Harvey School, Katonah NY  
American Airlines Arena, Dallas TX  
Mullins Center, UMass-Amherst MA  
Lynah Rink, Cornell University NY  
Moorhead Sports Center, Moorhead MN  
Mennen Sports Center, Morristown NJ  
Scheels Arena, Fargo ND  
Winter Lodge, Palo Alto CA  
University of Illinois Urbana-Champaign  
M Health Fairview Sports Center, Woodbury MN  
BOK Center, Tulsa OK  
Cardigan Mountain School, Canaan NH

We can provide you with references for any one of our many successfully completed ice rink projects at your request. Here are a few references to start with:

1. Solar4America San Jose (NHL San Jose Sharks Practice Facility, 2 new sheets and renovated 3 existing sheets) and SAP Center (Shark's game facility).  
Reference: Jon Gustafson, Vice President, Sharks Ice LLC, 408.999.6751.  
[jgustafson@sharksice.com](mailto:jgustafson@sharksice.com)
2. Great Park Ice and Sports Complex, Irvine CA (NHL Anaheim Ducks practice facility, 4 sheets), Reference: Art Trottier, Vice President – The Rinks. 714.518.3201  
[attrottier@the-rinks.com](mailto:attrottier@the-rinks.com)
3. Hobey Baker Memorial Ice Rink, Princeton University, Princeton NJ  
Reference: Danielle Matuch, Project Manager-Facilities Operations, Princeton University O.690-258-3063 [dmatuch@princeton.edu](mailto:dmatuch@princeton.edu)
4. Grand Casino Arena and TRIA Rink, St. Paul, MN (NHL MN Wild Practice&Game Facilities)  
Reference: Jim Ibister, Grand Casino Arena, Sr VP of Administration O.651.265.4801.  
[Jlbister@wild.com](mailto:Jlbister@wild.com)  
Reference: Travis Larson, Ice Operations and Event Manager, Xcel Energy Center, 651-726-8160, [tlarson@wild.com](mailto:tlarson@wild.com)
5. 3M Arena at Mariucci and Ridder Arena, University of Minnesota, Minneapolis  
Reference: Craig Flor, Athletic Facility Manager, 612-625-8365, [florx003@umn.edu](mailto:florx003@umn.edu)
6. Cottage Grove Ice Arena, Cottage Grove, MN  
Reference: Zac Dockter, Park and Recreation Director 651.458.2847 [zdockter@cottage-grove.org](mailto:zdockter@cottage-grove.org)
7. St. Louis Rec Center, St. Louis Park, MN  
Reference: Jason Eisold, Rec Center Manager, Parks & Recreation Department. O.952.924.2547 [jeisold@stlouispark.org](mailto:jeisold@stlouispark.org).
8. Apple Valley Sports Arena, Apple Valley, MN  
Reference: Eric Carlson, Parks and Recreation Director, O.952.953.2310  
[eric.carlson@applevalleymn.gov](mailto:eric.carlson@applevalleymn.gov)
9. Bloomington Ice Gardens, Bloomington MN  
Reference: Lenny Schmitz, Ice Garden Manager. O.952.563.8787  
[lschmitz@BloomingtonMN.gov](mailto:lschmitz@BloomingtonMN.gov)
10. Braemar Arena, Edina MN  
Reference: Jesse Buchholz, General Manager, M.952.833.9502 [JBuchholz@EdinaMN.gov](mailto:JBuchholz@EdinaMN.gov)
11. Hibbing Memorial Ice Arena, Hibbing MN  
Reference: Nick Arola, Director of City Services, O.218.421.5565  
[Nick.Arola@hibbingmn.gov](mailto:Nick.Arola@hibbingmn.gov)
12. Wausau & Marathon County Parks, Wausau WI (Formerly of Shakopee Ice Arena Project)  
Reference: Jamie Polley, Parks, Recreation & Forestry, O.715.261.1554  
[jamie.polley@marathoncounty.gov](mailto:jamie.polley@marathoncounty.gov)
13. Andover Community Center, Andover MN  
Reference: Erick Sutherland, Recreational Facilities Manager O.763.767.5166  
[e.sutherland@andovermn.gov](mailto:e.sutherland@andovermn.gov)
14. Super Rink at the National Sports Center, Blaine MN  
Reference: Neil Ladd, National Sports Center Senior Director. M.763.458.6618  
[nladd@nscsports.org](mailto:nladd@nscsports.org)

## TEAM MEMBERS

Principal and President of B32 Engineering Group, Inc., Scott Ward and our team will work closely with you and the City on this project. Scott has over 30 years of experience in civil and mechanical engineering fields. He has extensive knowledge of public facilities (e.g., ice arenas, water and wastewater treatment, community centers, aquatic centers, etc.) and associated feasibility and evaluation studies, project development, funding applications, and the design and construction process. His education and engineering experience uniquely qualifies him for the specialized design requirements of ice systems. He has been involved in over 450 ice rink projects since 1997, including professional practice facilities, Division 1 college venues, single and multi-sheet community arenas, and outdoor ice rinks. Scott is integrally involved in each ice rink project and has owned the business since 2007.

In addition to Scott's professional expertise, he grew up playing hockey and spent the majority of his time in an ice rink facility in southern Minnesota. He continued to play recreational hockey through college, coached youth hockey and was coaching coordinator for 16 years. He is an avid hockey player and supporter of youth hockey and ice skating activities. The application of this practical insight helps ensure each facility, and its systems are designed to meet your needs, operate successfully and be a gathering place for the community.

### **Education**

Master of Science in Mechanical Engineering, University of Minnesota, 2000

Bachelor of Civil Engineering, University of Minnesota, 1995

### **Registration**

Registered Professional Engineer in: AL, AK, AZ, CO, CT, FL, IA, IL, MA, MD, ME, MI, MN, MO, NC, ND, NE, NH, NJ, NM, NY, OH, OK, OR, PA, RI, SD, TN, TX, VA, VT, WA, WI, WV, WY.

### **Professional Affiliations**

American Society of Heating, Refrigeration and Air Conditioning Engineers (ASHRAE)

Minnesota Ice Arena Managers Association (MIAMA)

Wisconsin Ice Arena Managers Association (WIAMA)

North East Ice Skating Mangers Association (NEISMA)

Ice Skating Institute (ISI)

United States Ice Rink Association (formerly STAR)

Minnesota Recreation and Park Association (MRPA)

### **Examples of Ice Arena Projects:**

See B32 Engineering Group, Inc. Ice Rink Statement of Qualifications for more information.

## PROJECT UNDERSTANDING

Rink 1, the original Doug Woog Arena facility, was built in 1962 and Rink 2 was built in 1998. The seating capacity for Rink 1 is approximately 1600 spectators and approximately 300-400 spectators for Rink 2. In 2014 the refrigeration system was replaced along with the transmission mains to each of the two (2) ice rink floor systems. Scott Ward and B32 Engineering Group Inc. designed those improvements under its former name of Stevens Engineers.

The scope of this project includes replacing the two (2) existing concrete ice rink floor systems. The ice rink floor system in Rink 1 was installed in 1999 (27 years old) and the ice rink floor system in Rink 2 was installed in 1998 (28 years old). Both systems have exceeded their expected life expectancy of 20-25 years. Both ice rink floor systems are the standard NHL size of 200' x 85'. A new concrete ice rink floor system will have a 35+ life expectancy. The dasher board systems have also exceeded their 20 year life expectancy.

The City of South St. Paul has requested a proposal from B32 Engineering Group, Inc. for the design and construction administration of the ice rink floor and dasher board replacement project. We will work closely with the City on this project. B32 will provide all front end and Division 0 and 1 documents and assemble bidding documents, construction contracts, etc. for this project.

### Project Schedule

The following project schedule outlines a typical schedule for this type of project and phased over two years as directed by the City. Also see attached letter for a more detailed construction breakdown.

Award Design Services: July 6, 2026  
Design Phase: July 15 – September 21, 2026 (10 weeks)  
Bidding and Award: October 1 – October 31, 2026  
Contracts: November 1 – November 15, 2026  
Order Materials: November 15, 2026 – January 15, 2027  
Construction 1<sup>st</sup> Rink: May 17 – September 24, 2027  
Construction 2<sup>nd</sup> Rink: May 15 – September 22, 2028

### Cost Estimate

Cost estimates were provided to the City by B32 Engineering Group, Inc. in a letter dated April 10, 2026. See letter attached.

## SCOPE OF WORK

As Ice Rink Engineers and Consultants, B32 Engineering Group, Inc. will provide the specialized design required for the new ice rink floor systems and dasher board systems for both ice arenas and related work. B32 Engineering Group, Inc. will provide a step-by-step design approach as

described below:

### **Step 1 – Preliminary Design Phase**

During this step B32 Engineering Group, Inc. will:

1.1 Meeting 1: Meeting at the facility with you, the City of South St. Paul, the design team and any other stakeholders to discuss the ice rink floor and dasher board systems in more detail including the following.

1. Ice rink floor system design including size and dimensions of ice rink floor, piping materials, piping connections, rink piping and header designs, concrete and insulation materials, expansion joint options, subgrade soil conditions, etc.
2. Dasher board systems technology, options and quality of systems and construction is ever changing. We will discuss in detail dasher board system components and options including layout and door locations; frame construction and material options; box dimensions; shielding type and height; materials for facing, caprail and kick plate; accessories such as netting, lights, goal boxes, carts; and a discussion on new trends and innovations in dasher board system design and safety.
5. Other related systems and conditions that will affect the ice quality including the building envelope construction, arena space design conditions (number of spectator seating, ventilation, dehumidification, air quality, lighting), etc. This work is not included in our proposal, but we will share our related experiences with the City.

1.2 Prepare preliminary design drawings.

1.3 Prepare preliminary front end documents, bidding documents, construction contracts, general conditions, and Division 0 and 1 documents for you to review.

1.4 Prepare preliminary technical specifications in CSI format.

1.5 Prepare an Opinion of Probably Construction Costs.

1.6 Provide updated project schedule.

1.7 Design Meeting(s) (In-person). Design meeting(s) to review the final draft of the preliminary drawings, cost estimate, schedule, etc.

### **Step 2 – Final Design Phase and Bid Phase**

During this Step B32 Engineering Group, Inc. will:

2.1 Prepare final working drawings.

- 2.2 Prepare final front end documents, bidding documents, construction contracts, general conditions, and Division 0 and 1 documents.
- 2.3 Prepare final technical specifications.
- 2.4 Prepare final Opinion of Probably Construction costs and project schedule.
- 2.5 Design Meeting(s) (In-person): Design meeting(s) to review the final drawings and documents, final cost estimate, schedule, etc..
- 2.6 Bid Phase:
  - 1. Provide recommendation on bidding and award schedule.
  - 2. Prepare Advertisement for Bid.
  - 3. Distribute copies of bid documents. Make the bid documents available through QuestCDN and linked through B32's website.
  - 3. Answer questions from contractors, suppliers, design team, the City, etc. during the bidding period.
  - 4. Attend pre-bid meeting with the contractors.
  - 5. Attend bid opening. Review the bid results, prepare bid tabulation, and provide input on award of construction contract.
  - 6. Prepare construction contracts for review by the City.

### Step 3 – Construction Services

The ice system (refrigeration system, waste heat recovery systems, ice rink floor system and dasher board system) is the most important system in an ice arena facility. Proper installation of these systems plays a significant role in the economic and social success of the facility. Experienced ice arena specialists provide a higher level of confidence that the installation has been done right, and the final product has been constructed as the design intended.

We will provide the construction administration phase services necessary to monitor and document the construction of the ice rink floor system for you and the City. Based on similar projects, we anticipate 4-5 site visits per ice rink floor system during key periods of construction as outlined below.

- 3.1 Preconstruction meeting. Meeting with contractors, City and other interested parties.
- 3.2 *Sub-floor heat piping beneath rink floor (1 visit)*. Observe final preparation of subgrade and installation of piping grid for the new rink floor, including general layout, workmanship of joints and pressure test for ice rink floor.
- 3.3 *Ice rink piping installation (1 visit)*. Observe installation of rink piping for the new rink floor including piping, connections, placement, materials, etc. Conduct a concrete pre-pour meeting for the new rink floor pour with the ice rink contractor and subcontractors, prior to rink floor concrete pour.
- 3.4 *Concrete rink floor pour/equipment inspection (1 visit, 2 days)*: Check final installation of rink piping, header pipe, reinforcement, and expansion joint for the new rink floor. Review



elevation survey of rink piping. A progress check of other related work will also be conducted at this time.

- 3.5 *Final inspection/ice rink floor start-up (1 visit)*. Perform a final walkthrough of the ice rink floor system and the dashboard system generating a list of items (punch list) to be completed.
- 3.6 *Contract Administration*: We will also provide shopdrawing review of systems and materials used on the project and answer questions regarding the drawings and specifications during construction. A field observation report will be provided with each site visit.
- 3.7 Any additional site visits would be included in additional services and may include:
- *Pre-installation of new ice rink floor (1 visit)*. Observe results of demolition and structural modifications to concrete subslab system, etc.
  - *Floor insulation and transmission main installation (2 visits)*. Observe installation of the floor insulation and transmission mains prior to backfilling.
  - *Warranty walkthrough (1 visit)*. Walk through the facility 10-11 months after substantial completion to identify potential warranty information.

## ASSUMPTIONS

This proposal is based on the following assumptions;

- **GETTING STARTED** - Prior to starting the work, B32 Engineering Group, Inc. will be provided with full information regarding your firm's and client's requirements including any special or extraordinary considerations for the Project or special services needed and will be provided with all pertinent existing data.
- **INFORMATION** - B32 Engineering Group, Inc. will be relying on CAD files and topographic surveys completed and prepared by others. B32 Engineering Group, Inc. assumes no liability for the accuracy of such drawings or surveys.
- **EXCLUSIONS** - In preparing this proposal, certain items have been excluded from the scope of services that may or may not be required. Should these services become necessary, B32 Engineering Group Inc. can provide them as Additional Services. The following services have been excluded from this proposal:
  - Subsoil drainage system beneath the ice rink floor systems
  - Refrigeration system
  - HVAC systems including dehumidification systems
  - Evaluation of site and soil conditions in or near the building
  - Rebates, grants, or other funding applications
  - Energy modeling and calculations
  - Life cycle cost analysis
  - Permit applications
  - Commissioning of systems
  - Local and State code review meetings.

- Environmental reviews, reports or permits.
- Building energy simulation.
- Sampling, laboratory and on-site material testing or performance and intrusive testing
- Hazardous material testing and abatement
- Record or as-built documents
- Surveying
- Project advocacy beyond the normal standard of care
- This document serves as record of the basic terms of our agreement. Upon receipt of a countersigned copy of this letter, we assume you will provide B32 Engineering Group, Inc., with an agreement for review and comment.
- This proposal is based upon completion of our services by December 31, 2028.

## COST OF SERVICES

We propose the following Lump Sum fee for the services outlined in this proposal and based on a total estimated construction cost of both rinks floors of \$2,835,000 without contingencies and \$3,260,250 with contingencies.

| PHASE                                                 | FEE              |
|-------------------------------------------------------|------------------|
| PRELIMINARY DESIGN (STEP 1) 1-2 SITE VISITS           | \$53,500         |
| FINAL DESIGN (STEP 2) 3 VISITS                        | \$62,200         |
| CONSTRUCTION ADMINISTRATION (STEP 3) – 10 SITE VISITS | \$38,900         |
| <b>TOTAL FIXED FEE SERVICES</b>                       | <b>\$154,600</b> |

### Conditions of Proposed Fee:

- EXPENSES – Reimbursable expenses will be billed in addition to the fees stated above and will be invoiced in accordance with our standard fee schedule.
- Taxes not included in fee.
- PAYMENTS – All payments due B32 Engineering Group, Inc. shall be made within 45 days after receipt of invoice. Services will be invoiced once per month. Finance charges will be applied to all payments not received within 30 days of invoicing. B32 Engineering Group, Inc. shall have the right to suspend work on the project upon invoice past due more than sixty (90) days from presentation, unless or until B32 Engineering Group, Inc. is satisfied that payment is forthcoming.
- ADDITIONAL SERVICES – Additional Services, if authorized in advance, will be billed in accordance with our standard fee schedule.
- FEE SCHEDULE - The attached fee schedule is valid through December 31, 2026. Any services furnished after December 31, 2026, will be charged in accordance with our 2027 fee schedule. We will not increase any item on the fee schedule by more than 5% per year

for work performed in 2027 and 2028. The fixed fee will remain unchanged for 2027 and 2028.

- **QUALIFICATIONS** – The proposed construction administration fee is based on the Owner hiring an experienced ice rink contractor meeting the qualifications of B32 Engineering Group, Inc. standard Section 131811 – Ice Rink General Requirements that in general states the contractor must have successfully completed five (5) ice rink projects of similar scope in the past five (5) years.
- **INSURANCE.** This proposal is based on the following insurance coverage carried by B32 Engineering Group, Inc.

| Category                                 | Insurance Limits                               |
|------------------------------------------|------------------------------------------------|
| Comp General Liability and Bodily Injury | \$2M each occurrence<br>\$4M general aggregate |
| Professional Liability                   | \$5M each claim<br>\$5M aggregate              |
| Umbrella Liability                       | \$2M each occurrence<br>\$2M aggregate         |

## B32 ENGINEERING GROUP, INC. IS *BEST VALUE* FOR THE CITY OF SOUTH ST. PAUL.

In addition to having an extensive resume of over 450 very successful ice rink projects of all types and sizes nationwide, B32 Engineering Group, Inc. brings to your project:

- Extensive ice rink design and construction experience providing a clear understanding of what works and what doesn't work.
- Extensive single-sheet and multi-sheet ice rink design experience providing the knowledge of proper pumping and flow design to allow individual flow and temperature control to each sheet of ice and central refrigeration system design maximizing system performance and efficiency. As one example, we were involved in the ice system design for two 4-sheet complexes with very tight budgets and two different building types. I have designed many multi-sheet facilities.
- Extensive experience with natural refrigerants such as CO2-based ice systems and ammonia-based ice systems.
- Experience with codes, regulations, statutes and ordinances applicable to indoor ice arena facilities.
- Personal attention. The Owner of B32 Engineering Group, Inc., Scott Ward, will be assigned to design and manage this project for you. This project will be a priority for the B32 Engineering Group, Inc.
- Performance. B32 congratulates the following 2026 Champions and is proud to have designed the ice they skate on:

United States Olympic Team (Women's)–NSC Super Rink Blaine MN & Olympic Center in Lake Placid NY

B32 ENGINEERING GROUP, INC.,  
2211 O'Neil Road, Hudson, WI 54016  
t 651.256.3090 f 715.808.0842 [www.B32eng.com](http://www.B32eng.com)

NCAA DI (Women's) – University of Wisconsin Badgers  
 NCAA DIII (Men's) – Hamilton College NY  
 NCAA DII (Women's) – University of Wisconsin-River Falls  
 ACHA DI – Ohio University Bobcats  
 USHL Clark Cup – Sioux Falls Stampede SD  
 Minnesota High School Class AA (Girls) – Hill-Murray Pioneers  
 Minnesota High School Class AA (Boys) – Moorhead Spuds  
 2026 IIHF World Junior Championship – Grand Casino Arena St Paul MN and 3M Arena at Mariucci,  
 University of Minnesota

Experience and passion fosters innovation. B32 Engineering Group, Inc. was the first in the ice rink industry to:

- Design an ice system that regenerates a desiccant system using waste heat recovered from the refrigeration system in place of natural gas. (Northfield Ice Arena- MN)
- Design a conversion (direct to indirect) of an existing Holmsten Ice Rink's direct refrigeration system that uses the existing equipment to minimize costs with little or no loss in operating efficiency. This provided the City with the widest range of options for replacing or renovating the existing ice system in the North Arena. (Lund Arena - Gustavus Adolphus College-MN)
- Design a geothermal-based ice system without a well field and using a city water source, maximizing waste heat recovery and providing superior efficiency and reliability without losing performance. (Brooklyn Park Activity Center-MN)
- Design a geothermal-based ice system that uses industrial grade refrigeration technology for a long-life span and ammonia refrigerant to maximize efficiency and reduce greenhouse gas emissions. (Burnsville Ice Center MN, Albert Lea MN, Maple Grove MN, Delano MN)
- Design of first **CO2-based** ice systems in the United States. B32 Engineering Group, Inc. has designed 11 total CO2-based ice systems with the first in 2014. (Anchorage AK Eagle River AK, Palmer AK, St. Michael MN, Princeton University, Yale University, Northeastern University, Belmont MA, St. Louis MO).
- Design ice systems for LEED certified ice arena facilities including Bentley University MA (Platinum), Amsoil Arena-Duluth MN (Gold), Great Park Ice & Sport Anaheim CA (Silver) and others. B32 Engineering Group, Inc. is always striving to apply sustainable practices including waste heat recovery, water reuse, using recycled water to make the ice sheet, geothermal, natural light, etc.

Thank you for the opportunity to be involved in this project. We are confident you will find our qualifications, experience and reputation at the top of the industry. We encourage you to call any references on any project that we have worked on.

If this proposal meets with your approval and is consistent with your understanding, please sign and return an original copy of this letter by mail. In the event we do not receive a signed copy of this letter, and we are authorized to begin work verbally, we will assume the terms and conditions of this proposal have been accepted by you.



We are very excited about this opportunity, and we look forward to personally sharing our experience and knowledge of ice systems with you, and the City of South St. Paul. If you have any questions, please feel free to contact me on my mobile at 651.492.1376.

Sincerely,

Agreed to and accepted,

**B32 ENGINEERING GROUP, INC.**

Scott A. Ward, P.E.  
President

Enclosures: 2026 Professional Services Fee Schedule  
Planning Letter dated April 10, 2026

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

*We can provide you with our Ice Rink Statement of Qualifications at your request.*

## APPENDIX A



### B32 2026 PROFESSIONAL SERVICES FEE SCHEDULE R1

Effective: January 1, 2026, December 31, 2026

#### HOURLY RATES

| LABOR CATEGORY                                             | HOURLY RATES |
|------------------------------------------------------------|--------------|
| Principal                                                  | \$275-\$290  |
| Senior Project Engineer/Project Manager                    | \$200-\$275  |
| Senior Project Manager/Designer/Senior Project Coordinator | \$165-\$185  |
| Project Engineer/Project Manager                           | \$145-\$165  |
| Designer                                                   | \$100-\$120  |
| Intern                                                     | \$85-\$95    |
| Marketing                                                  | \$110-\$130  |
| Administrative                                             | \$90-\$110   |

#### REIMBURSABLE EXPENSES

Reimbursable expenses include, but are not limited to the following:

- Mileage (current IRS rate).
- Parking/Tolls
- Travel Expenses: airfare, lodging, rental cars, and electronic communication in connection with the project.
- Meals will be billed at \$75 per diem.
- Reproductions, plots, report materials and standard form documents as outlined in the table below.

| Item                               | Size                       | Black & White | Color  |
|------------------------------------|----------------------------|---------------|--------|
| Photocopies/Printing               | 8.5 x 11                   | \$0.37        | \$1.37 |
|                                    | 11x17                      | \$0.53        | \$2.63 |
| Plots and Scans over 11x17 in size | At cost of outside service |               |        |

- Outside services (printing, testing, etc.).
- Delivery Services (UPS, FedEx, etc.).
- Subconsultant Services.
- Other similar direct project-related expenditures.

**Reimbursable expenses are billable at 12% over cost and per diem.**

All payments due to B32 Engineering Group, Inc. shall be made within 45 days after receipt of invoice. B32 invoices monthly.

These rates are subject to adjustment each year on January 1.

April 10, 2026

Ms. Shannon Young  
Director of Parks and Recreation  
City of South St. Paul  
125 3<sup>rd</sup> Avenue North  
South St. Paul, MN 55075

Via Email: [syoung@southstpaul.org](mailto:syoung@southstpaul.org)

**Re: Doug Woog Arena – Ice Rink Floor and Dasher Board System Replacement – Planning Information**  
B32 File No. 900-26-000

Dear Ms. Young:

It was nice to meet you and Seth and walk through the facility on March 17. As requested, this letter outlines a brief project scope, rough order of magnitude cost estimates and project schedule needed for you and the City to plan for the replacement of the ice rink floor systems and dasher board system at Doug Wood Arena.

As you know, B32 Engineering Group, Inc. specializes in the evaluation, planning and design of ice systems for ice rink facilities, and its staff has been involved in over 450 ice rink related projects nationwide over the past 30 years. We designed the new refrigeration system at Doug Wood Arena (under our previous company name of Stevens Engineers Inc.) in 2014.

#### **PROJECT SCOPE & EXISTING SYSTEMS**

Rink 1, the original Doug Woog Arena facility, was built in 1962 and Rink 2 was built in 1998. The seating capacity for Rink 1 is approximately 1600 spectators and approximately 300-400 spectators for Rink 2. In 2014 the refrigeration system was replaced along with the transmission mains to each of the two (2) ice rink floor systems.

The scope of this project includes replacing the two (2) existing concrete ice rink floor systems. The ice rink floor system in Rink 1 was installed in 1999 (27 years old) and the ice rink floor system in Rink 2 was installed in 1998 (28 years old). Both systems have exceeded their expected life expectancy of 20-25 years. Both ice rink floor systems are the standard NHL size of 200' x 85'. A new concrete ice rink floor system will have a 35+ life expectancy.

#### **COST ESTIMATES**

B32 Engineering Group Inc. is engineering firm and not a construction company, any estimates provided are estimates only and not quotes or proposals to complete the work. Our goal is to estimate the cost conservatively to help ensure accurate budgeting by the City. Each ice rink floor project is estimated as a separate project. If the two projects are combined together, the cost may be reduced. The Rough Order of Magnitude (ROM) cost estimates were developed by estimating the probable construction costs based on similar types of construction projects, and work performed and bid during the period of 2023-25 and updated for 2027 costs unless otherwise noted. The estimated costs include all materials and labor for a complete installation unless otherwise noted. Costs will vary depending on the time of year the projects are bid, the current economic climate and the size and scope of the project. The costs are based on standard project and construction schedules.



In addition to the probable construction costs of the proposed work, other associated project costs are included to provide a total estimate cost for the project. The Estimate, Design and Construction Contingency line item in each cost table is included during the preliminary phase of design projects because the exact scope of the project has not yet been determined. This percentage is typically reduced from 20% to 8% during the final design phase of the project.

The Engineering, Legal, Financial and Administrative line items in each cost table is provided to cover all work performed by the design team, geotechnical services and other material testing services, and all legal, financial and administrative responsibilities required by City for projects of this type. These costs will vary based on project scope. A proposal will be provided to the City for all engineering design services.

**Table 1. Rink 1 Ice Rink Floor and Dasher Board Replacement**

| ITEM                                                                                        | COST        |
|---------------------------------------------------------------------------------------------|-------------|
| 1. General requirements including cleaning, dust protection, etc.                           | \$15,000    |
| 2. Remove and dispose of existing dasher board system (assume removal equals salvage value  | \$0         |
| 3. Demolition of existing concrete rink floor system                                        | \$110,000   |
| 4. Drain, store and reuse existing ethylene glycol solution in cold and warm floor systems  | \$15,000    |
| 5. New concrete ice rink floor system with subfloor heating (assume 6" thick, 25 psi insul) | \$900,000   |
| 6. Misc. concrete demo and replacement at transmission mains connection, perimeter, etc.    | \$30,000    |
| 7. Dasher board system (community level)                                                    | \$375,000   |
| Subtotal of construction cost                                                               | \$1,445,000 |
| Estimate, design, and construction contingency (15%)                                        | \$216,750   |
| Total estimated construction cost (2027)                                                    | \$1,661,750 |
| Engineering, Legal, Financial and Administrative (15%)                                      | \$249,260   |
| Total project costs (2027 construction)                                                     | \$1,911,012 |

**Table 2. Rink 2 Ice Rink Floor and Dasher Board Replacement**

| ITEM                                                                                        | COST        |
|---------------------------------------------------------------------------------------------|-------------|
| 1. General requirements including cleaning, dust protection, etc.                           | \$10,000    |
| 2. Remove and dispose of existing dasher board system (assume removal equals salvage value  | \$0         |
| 3. Demolition of existing concrete rink floor system                                        | \$110,000   |
| 4. Drain, store and reuse existing ethylene glycol solution in cold and warm floor systems  | \$15,000    |
| 5. New concrete ice rink floor system with subfloor heating (assume 5" thick, 25 psi insul) | \$850,000   |
| 6. Misc. concrete demo and replacement at transmission mains connection, perimeter, etc.    | \$30,000    |
| 7. Dasher board system (community level)                                                    | \$375,000   |
| Subtotal of construction cost                                                               | \$1,390,000 |
| Estimate, design, and construction contingency (15%)                                        | \$208,500   |
| Total estimated construction cost (2027)                                                    | \$1,598,500 |
| Engineering, Legal, Financial and Administrative (15%)                                      | \$239,800   |
| Total project costs (2027 construction)                                                     | \$1,838,300 |

## PROJECT SCHEDULE

We estimate the following schedule for each of the two (2) ice rink floor replacement projects. This schedule is very general and has not been discussed or coordinated with the City.

### Design

|              |            |
|--------------|------------|
| Design Phase | 6-10 weeks |
|--------------|------------|

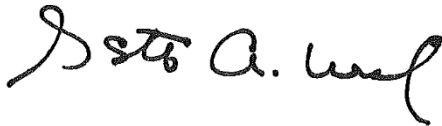
### Construction

|                                   |               |
|-----------------------------------|---------------|
| Demolition of dasher boards       | 1 week        |
| Demolition of rink floor system   | 1 week        |
| Construction of new rink floor    | 6 weeks       |
| 28-day concrete cure              | 4 weeks       |
| Expansion joint and dasher boards | 2 weeks       |
| Startup and cool down new floor   | 1 week        |
| Make and paint ice                | <u>1 week</u> |
| Total Construction                | 16 weeks      |

After you have had an opportunity to review this information in detail, please feel free to call me with any questions or comments. The best way to reach me is by email at [scott.ward@b32eng.com](mailto:scott.ward@b32eng.com) or on my mobile at 651.492.1376.

Sincerely,

**B32 ENGINEERING GROUP, INC.**

A handwritten signature in black ink, appearing to read "Scott A. Ward".

Scott A. Ward, P.E.  
President

C: Micheal Anderson – Nelson Rudie Associates

Enclosures: None



# CITY COUNCIL AGENDA REPORT

**DATE:** July 6, 2026  
**DEPARTMENT:** Airport  
**PREPARED BY:** Andrew Wall  
**AGENDA ITEM NUMBER:** 8.N.

---

## MEETING TYPE

Regular Meeting

## AGENDA ITEM

Approve Contract with Fahrner Asphalt Sealers, LLC for the 2026 Airfield Pavement Maintenance Project at the South St. Paul Airport

## ACTION TO BE CONSIDERED OR DESIRED OUTCOME

Approve as presented by consent.

## OVERVIEW

On March 31, 2026, competitive quotes were received for the 2026 Airfield Pavement Maintenance Project at the South St. Paul Airport. At the April 6, 2026 City Council meeting, the low bidder, Fahrner Asphalt Sealers was awarded the contract for this project. A cost breakdown is shown in the table below.

|                                                        |                    |
|--------------------------------------------------------|--------------------|
| 2026 Airfield Pavement Maintenance (Fahrner)           | \$21,025.00        |
| Engineering & Construction Administration<br>(SEH)     | \$23,200.00        |
| Administration (City of South St. Paul)<br>(estimated) | \$3,000.00         |
| <b>TOTAL PROJECT COSTS (APPROX)</b>                    | <b>\$47,225.00</b> |

The project is anticipated to be funded by a 95 percent FAA grant. MnDOT is anticipated to participate via 2.5 percent in state funding and the local share for the project is anticipated to be 2.5 percent. Therefore, \$44,863.75 is anticipated to be covered by the FAA grant and \$1,180.62 is anticipated to be covered by each state and local share.

Airport Staff recommends approval of this contract award.

## SOURCE OF FUNDS

Airport Capital Fund

## ATTACHMENTS

1. 00 50 00 Contract-added signature line



**CONTRACT**  
**2026 SGS Airfield Pavement Maintenance**

**THIS AGREEMENT**, made this 6th day of April, 2026, by and between the **CITY OF SOUTH SAINT PAUL** (hereinafter called Owner) and **FAHRNER ASPHALT SEALERS, LLC**, (hereinafter called Contractor) to complete **2026 SGS AIRFIELD PAVEMENT MAINTENANCE** (hereinafter called Project).

**WITNESSETH:** That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR hereby agrees with the OWNER to commence and complete the construction described as:

The Owner shall pay the Contractor for completion of the Work in accordance with the Contract Documents and subject to conditions and deductions, as found in *EJCDC C-700 Standard General Conditions of the Construction Contracts*. The Owner agrees substantially to the sum of **\$21,025.00**. Work includes all extra work in connection therewith, under the terms as stated in the Requirements for Quotation and specifications, and at their own proper cost and expense to furnish all the materials, supplies, machinery, equipment tools, superintendence, labor, insurance, and other accessories and services necessary to complete the PROJECT. The Contract Documents, as prepared by Short Elliott Hendrickson, Inc., hereinafter called ENGINEER, all of which are made a part hereof and collectively evidence and constitute the CONTRACT. The Contract Documents consist of the entire quote package including all referenced documents and drawings.

The CONTRACTOR hereby agrees to commence the Work under this CONTRACT on or before the date specified in the Schedule submitted with the Quotation and to fully complete the PROJECT by the date specified for completion or the days specified for completion. If work is not completed in the specified time, liquidated damages will apply as specified below:

Contractor and Owner recognize that time is of the essence and that Owner will suffer financial loss if the Work is not completed within the times specified. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. Substantial Completion: Contractor shall pay Owner **\$2,000 for each day** that expires after the time (as duly adjusted pursuant to the Contract) specified for Substantial Completion until the Work is substantially complete.
2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner **\$250.00 for each day** that expires after such time until the Work is completed and ready for final payment.
3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

In order to induce OWNER to enter into this Contract, Contractor makes the following representations:

1. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
2. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

3. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
4. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
5. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.
6. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
7. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
8. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
9. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
10. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

**IN WITNESS WHEREOF**, the parties to these presents have executed this CONTRACT in three counterparts, each of which shall be deemed an original, in the year and day first above mentioned.

**OWNER: City of South Saint Paul, Minnesota**

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

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

Attest: \_\_\_\_\_

BY: \_\_\_\_\_

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

**CONTRACTOR: Fahrner Asphalt Sealers, LLC**

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

Title: Vice President

Attest: \_\_\_\_\_

**CONTRACT**

00 50 00 - 2

SSTPA 190128



## CITY COUNCIL AGENDA REPORT

**DATE:** July 6, 2026  
**DEPARTMENT:** City Clerk  
**PREPARED BY:** Deanna Werner  
**AGENDA ITEM NUMBER:** 8.O.

---

### MEETING TYPE

Regular Meeting

### AGENDA ITEM

Charitable Gambling Premises Permit - South St. Paul Lions

### ACTION TO BE CONSIDERED OR DESIRED OUTCOME

Approval of Resolution 2026-083

### OVERVIEW

A request has been received from the South St. Paul Lions for a Charitable Gambling Premises Permit to conduct lawful gambling activities at Michlandia Bar and Centro Botanero, located at 600 Concord St N, South, South St. Paul, Minnesota.

The SSP Lions is a 501(c)(3) nonprofit organization registered with the State of Minnesota. The organization is currently licensed by the Minnesota Gambling Control Board and is authorized to conduct lawful gambling activities. Staff has reviewed the application and finds that the SSP Lions meet all qualifications for issuance of a premises permit, including all applicable City and State requirements for lawful gambling.

The organization currently holds two (2) other premises permits within the City of South St. Paul. Approval of this premises permit is contingent on the approval of one of the drafts of Ordinance 1444, Amending the Charitable Gambling Ordinance in the City Code and will not be effective until Ordinance 1444 is published, which, if approved, would occur on Wednesday, July 8th, 2026.

Staff recommends approval of Resolution 2026-083.

### SOURCE OF FUNDS

N/A

### ATTACHMENTS

1. Resolution 2026-083, Charitable Gambling Premises Permit



City of South St. Paul  
Dakota County, Minnesota

**RESOLUTION NO. 2026-083**

**RESOLUTION APPROVING A LAWFUL GAMBLING PREMISES PERMIT  
APPLICATION FOR SSP LIONS AT MICHLANDIA BAR & CENTRO BOTANERO**

**WHEREAS**, SSP Lions is a 501(c)(3) nonprofit organization and a charitable organization registered with the Minnesota Secretary of State; and

**WHEREAS**, the City of South St. Paul has received an application from SSP Lions for approval of a premises permit to conduct lawful gambling activities at Michlandia Bar & Centro Botanero, 600 Concord St. N., South St. Paul, Minnesota; and

**WHEREAS**, the proposed gambling premises is located within the corporate limits of the City of South St. Paul; and

**WHEREAS**, the City Council has reviewed the application and finds no objection to the issuance of the premises permit by the Minnesota Gambling Control Board;

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SOUTH ST. PAUL, MINNESOTA**, that the City Council hereby approves the application of the SSP Lions for a premises permit to conduct lawful gambling activities at Michlandia Bar & Centro Botanero, 1600 Concord St. N, South St. Paul, Minnesota, contingent on approval and publication of Ordinance 1444, amending the City Code to allow a maximum of three (3) premises permits by a single non-profit and directs the appropriate city official to certify this resolution for submission with the state application.

Adopted by the City Council of the City of South St. Paul, Minnesota, this 6th day of July, 2026.

---

City Clerk



## CITY COUNCIL AGENDA REPORT

**DATE:** July 6, 2026  
**DEPARTMENT:** City Administrator  
**PREPARED BY:** Ryan Garcia  
**AGENDA ITEM NUMBER:** 8.P.

---

### MEETING TYPE

Regular Meeting

### AGENDA ITEM

Approve Proposal from Stantec for Leak Site Investigation Program Support

### ACTION TO BE CONSIDERED OR DESIRED OUTCOME

Through consent, motion to approve proposal from Stantec for Leak Site Investigation services at 400 Richmond Street East.

### OVERVIEW

In June 2026, the City received notification from the Minnesota Pollution Control Agency regarding a petroleum tank release at the 400 Richmond Street East property, the current home of South St. Paul Public Works. Upon notification, Staff began working with MPCA to acknowledge the issue and with MPCA's guidance issued a request for proposals to assist with investigation of the potential leak. The work, as well as any remedial work necessary, is reimbursable through the Minnesota Petrofund by working in partnership with MPCA throughout the process.

Two proposals were received and Staff is recommending that the Council authorize acceptance of the proposal from Stantec. Stantec's proposal is attached.

### SOURCE OF FUNDS

Capital Programs Fund. The Minnesota Petrofund Program will assist with reimbursement of any costs incurred as part of the investigation.

### ATTACHMENTS

1. Stantec Proposal - LSI Services



Stantec Consulting Services Inc.  
One Carlson Parkway, Suite 100, Plymouth, Minnesota 55441

June 29, 2026

**Mr. Ryan Garcia**  
City of South St. Paul  
125 3<sup>rd</sup> Avenue North  
South St. Paul, MN 55075-2093

Dear Mr. Garcia,

Reference: **Proposal for Limited Site Investigation  
South St. Paul Service Center  
400 Richmond Street East, South St. Paul, MN 55075  
MPCA Leak ID No. LS0022648**

Stantec Consulting Services Inc. is pleased to provide you with the enclosed proposal to conduct a Limited Site Investigation (LSI) at the above-mentioned site in accordance with the Minnesota Pollution Control Agency (MPCA) guidance document 4-01. The proposal is presented on the Standardized Proposal and Invoice Form – Limited Site Investigation –Scope of Work.

Based on the information provided in the Stantec Scope LSI - Request for Proposal, Stantec's subcontracted driller will install four (4) shallow borings to approximately 25 feet and one (1) deep boring to approximately 40 feet for soil and groundwater sample collection. Prior to drilling, we propose the site be cleared using public and private utility locating services.

Stantec will collect seven (7) soil samples for diesel range organics (DRO), gasoline range organics (GRO), and petroleum volatile organic compounds (PVOCs). One soil trip blank will be analyzed for PVOCs. Three (3) of the soil samples will be analyzed for grain size analysis with a hydrometer. Five (5) groundwater samples and one (1) duplicate groundwater sample will be collected and analyzed for DRO, GRO, and volatile organic compounds (VOCs). One groundwater trip blank will be analyzed for VOCs. The soil and groundwater samples will be submitted to a fixed laboratory for analysis.

In addition to the soil and groundwater samples, five (5) soil vapor samples will be collected from 10 feet below grade and analyzed for VOCs using EPA Method TO-15 and fixed gases using EPA Method 3C.

We will summarize our findings in an LSI Report including submitting EQUIS data to you and the MPCA. If you desire, we will provide you a draft copy for your review prior to submittal to the MPCA.

The estimated cost to perform this LSI and report is **\$17,114**.

Following the completion of this report Stantec can assist you in completing a reimbursement application to be submitted to Petrofund for up to 90% reimbursement for eligible LSI expenses. The cost to complete the

**Reference:**     **Proposal for Limited Site Investigation – 400 Richmond Street, South St. Paul, Minnesota**

Petrofund reimbursement application is approximately \$1,500. Please note that the preparation of the Petrofund Application is not eligible for reimbursement by Petrofund.

If you have any questions regarding this proposal, please feel free to contact me at 612-709-7198 or at [eric.stommes@stantec.com](mailto:eric.stommes@stantec.com). If you would like to execute this agreement, please print the LSI bid form and sign in front of a notary. Upon receipt of the signed LSI bid form, we can schedule the field work. On behalf of Stantec, thank you for this opportunity to bid on your project.

Regards,

**Stantec Consulting Services Inc.**



---

**Eric Stommes**  
Senior Associate  
Environmental Services  
612-709-7198  
[eric.stommes@stantec.com](mailto:eric.stommes@stantec.com)



---

**Adam Zobel**  
Principal  
Environmental Services  
763-479-5145  
[adam.zobel@stantec.com](mailto:adam.zobel@stantec.com)

Attachments:     Standardized Proposal and Invoice Form – Limited Site Investigation – Standard Scope of Work  
                         Standard Terms and Conditions

Petroleum Tank Release Cleanup Fund  
Standardized Proposal and Invoice Form  
**Limited Site Investigation (LSI)**

**Standard Scope**

1 July 2025 - 30 Jun 2026

**MPCA Leak #** LS0022648

**Applicant Name** City of South St. Paul

**Address** 125 3rd Avenue North

South St. Paul, MN 55075

**Leaksite Name** South St. Paul Service Center

**Site Address** 400 Richmond Street

South St. Paul, MN 55075

| Task Description                                                              |  | Petrofund Maximum Unit Cost                        | Amount Proposed | Amount Invoiced for Proposed Tasks |
|-------------------------------------------------------------------------------|--|----------------------------------------------------|-----------------|------------------------------------|
| Administrative Tasks                                                          |  |                                                    |                 |                                    |
| Agency status update                                                          |  | \$155 per field work event                         | \$182.00        | \$                                 |
| Applicant status update [drilling]                                            |  | \$837 per drilling event/see rule                  | \$0.00          | \$                                 |
| Background review                                                             |  | \$903 per leak site                                | \$291.50        | \$                                 |
| Field work notification and scheduling                                        |  | \$306 per field work event/see rule                | \$77.50         | \$                                 |
| Health and safety plan                                                        |  | \$403 per leak site                                | \$291.50        | \$                                 |
| Nonspecific administration                                                    |  | \$322 per step of services                         | \$182.00        | \$                                 |
| Sample shipping and transportation                                            |  | \$145 per shipping event                           | \$106.00        | \$                                 |
| Electronic data reporting                                                     |  | Not yet established                                | \$494.00        | \$                                 |
| Consultant Drilling and Excavation Activities                                 |  |                                                    |                 |                                    |
| Drilling oversight, field log prep, & soil sampling [25' or shallower boring] |  | \$242 per boring                                   | \$848.00        | \$                                 |
| Drilling oversight, field log prep, & soil sampling [boring deeper than 25']  |  | \$11 per foot                                      | \$318.00        | \$                                 |
| Surveying & surveying equipment                                               |  | \$306 per surveying event                          | \$291.50        | \$                                 |
| Utility clearance                                                             |  | \$322 per utility clearance event                  | \$275.00        | \$                                 |
| Field and Receptor Surveys                                                    |  |                                                    |                 |                                    |
| Surface water receptor survey and risk evaluation                             |  | \$226 per leak site                                | \$106.00        | \$                                 |
| Vapor receptor survey and risk evaluation                                     |  | \$1,128 per leaksite/see rule                      | \$212.00        | \$                                 |
| Water well receptor survey and risk evaluation                                |  | \$1,212 per leaksite/see rule                      | \$212.00        | \$                                 |
| Sampling                                                                      |  |                                                    |                 |                                    |
| Groundwater sampling (other than permanent monitoring well)                   |  | \$57 per sampling point/see rule                   | \$265.00        | \$                                 |
| Submissions to Agency                                                         |  |                                                    |                 |                                    |
| Investigation report preparation (LSI only)                                   |  | \$5,601/see rule                                   | \$4,964.00      | \$                                 |
| Travel and Per Diem                                                           |  |                                                    |                 |                                    |
| Travel time                                                                   |  | \$113 per hour                                     | \$318.00        | \$                                 |
| Vehicle mileage                                                               |  | \$1.06 a mile                                      | \$50.00         | \$                                 |
| Per diem                                                                      |  | \$218 per day per person                           | \$0.00          | \$                                 |
| Equipment and Field Supplies Charges (list items included in proposal below)  |  |                                                    |                 |                                    |
| PID                                                                           |  | Disposable items = Cost to buy the items           | \$125.00        | \$                                 |
| PPE                                                                           |  |                                                    | \$20.00         | \$                                 |
|                                                                               |  |                                                    | \$0.00          | \$                                 |
|                                                                               |  | Reusable items = Lesser of purchase or rental cost | \$0.00          | \$                                 |
|                                                                               |  |                                                    | \$0.00          | \$                                 |
| Contractor Services Included in this Proposal                                 |  |                                                    |                 |                                    |
| Analytical Services                                                           |  | Analysis Type                                      |                 |                                    |
| 7 soil samples                                                                |  | see Minn. Rule 2890.2900                           | \$1,092.00      | \$                                 |
| 5 groundwater samples                                                         |  |                                                    | \$966.00        | \$                                 |
| 3 grain size analysis                                                         |  |                                                    | \$378.00        | \$                                 |
| 5 soil gas samples                                                            |  |                                                    | \$1,860.00      | \$                                 |
| EPA Method TO-15, full scan + Fixed gases                                     |  |                                                    |                 |                                    |
| Drilling, Direct Push Technology                                              |  |                                                    |                 |                                    |
| 4 push probes to 25', 1 push probe to 40', 5 push probes to 10'               |  | \$218 / hr. < 15,000 lbs.                          |                 |                                    |
| Retraction Force = < 15,000 lbs. or > 15,000 lbs. (circle one)                |  | \$322 / hr. > 15,000 lbs.                          | \$2,120.00      | \$                                 |
| Push probe sealing                                                            |  | \$1.60 per ft.                                     | \$140.00        | \$                                 |
| Mobilization/demobilization (drilling) (0 - 50 miles one way)                 |  | \$403                                              | \$0.00          | \$                                 |
| Mobilization/demobilization (drilling) (51- 500 miles one way)                |  | \$403 plus \$10 per mile over 50                   | \$800.00        | \$                                 |
| Mobilization/demobilization (drilling) (over 500 miles one way)               |  | \$3,543                                            | \$0.00          | \$                                 |
| Well Permit                                                                   |  |                                                    | \$129.00        | \$                                 |
|                                                                               |  |                                                    | \$17,114.00     | \$                                 |
|                                                                               |  |                                                    | Total Proposed  | Amount Invoiced for Proposed Tasks |

## Limited Site Investigation (LSI)

### Standard Scope

1 July 2025 - 30 Jun 2026

INVOICE SUMMARY (to be completed by consultant after the work has been performed)

|                                                                                                                  |    |
|------------------------------------------------------------------------------------------------------------------|----|
| Total amount invoiced for proposed tasks<br>(enter amount from page 1)                                           | \$ |
| Total amount invoiced for tasks not proposed<br>(enter amount associated with column A of the Change Order form) | \$ |
| GRAND TOTAL AMOUNT INVOICED FOR WORK PERFORMED                                                                   | \$ |

#### CONSULTANT

|                                                                                     |                                                                               |
|-------------------------------------------------------------------------------------|-------------------------------------------------------------------------------|
| <b>Consultant Providing Above Proposal</b> <u>Stantec Consulting Services, Inc.</u> |                                                                               |
| <b>Contact Person</b>                                                               | <u>Eric Stommes</u>                                                           |
| <b>Phone</b>                                                                        | <u>612-709-7198</u>                                                           |
| <b>Fax</b>                                                                          | <u>NA</u>                                                                     |
| <b>E-mail Address</b>                                                               | <u><a href="mailto:eric.stommes@stantec.com">eric.stommes@stantec.com</a></u> |

I hereby certify that this document accurately reflects the details specified in the RFP dated NA and the anticipated costs for a limited site investigation, which total \$17,114. I further certify that the hourly rates to be charged for consultant services \_\_\_\_ WILL \_\_X\_\_ WILL NOT exceed the maximum hourly labor rates for consultant services listed in Minn. Rule 2890.1400 [maximum hourly rates are as follows: SLP = \$209, MLP = \$155, ELP = \$113, FT = \$106, DP = \$89, WP = \$64]. If line is not marked, it is assumed to be "will not."



Eric Stommes  
Consultant Name (please print)

Consultant Signature  
Date

6/29/2026

Stantec Consulting Services, Inc.  
Consultant Company

1054  
Petrofund Registration Number

#### APPLICANT

|                                                                        |  |                                              |
|------------------------------------------------------------------------|--|----------------------------------------------|
| This proposal must be signed and dated by the consultant.              |  | <b>NOTARIZATION</b> (of applicant signature) |
| To accept this proposal, sign and date it in front of a notary public. |  |                                              |
| X                                                                      |  | Signed or attested before me this ____ day   |
| Signature of applicant indicating acceptance                           |  | of _____, 20____.                            |
| Date                                                                   |  | _____<br>Notary Public                       |
| Applicant Name (please print)                                          |  | [stamp]                                      |
| Company                                                                |  | My Commission Expires _____                  |



The following Terms and Conditions are attached to and form part of a proposal for services to be performed by Consultant and together, when the Client authorizes Consultant to proceed with the services, constitute the Agreement. Consultant means the Stantec entity issuing the Proposal.

**DESCRIPTION OF WORK:** Consultant shall render the services described in the Proposal (hereinafter called the "Services") to the Client.

**TERMS AND CONDITIONS:** No terms, conditions, understandings, or agreements purporting to modify or vary these Terms and Conditions shall be binding unless hereafter made in writing and signed by the Client and Consultant. In the event of any conflict between the Proposal and these Terms and Conditions, these Terms and Conditions shall take precedence. This Agreement supercedes all previous agreements, arrangements or understandings between the parties whether written or oral in connection with or incidental to the Project.

**COMPENSATION:** Payment is due to Consultant within 28 days of receipt of invoice. Failure to make any payment when due is a material breach of this Agreement and will entitle Consultant, at its option, to suspend or terminate this Agreement and the provision of the Services. Interest will accrue on accounts overdue at the lesser of 1.5 percent per month (18 percent per annum) or the maximum legal rate of interest. Unless otherwise noted, the fees in this agreement do not include any value added, sales, or other taxes that may be applied by Government on fees for services. Such taxes will be added to all invoices as required. The Client will make electronic payment of the invoices, the details of which can be obtained or verified by contacting [ar@stantec.com](mailto:ar@stantec.com). Consultant provides no guarantee or warranty that the Client's Project requirements can be achieved within its proposed Project budget or schedule. Any services to redesign, value-engineer or make changes to the Client's Project requirements, whether for cost-saving, schedule efficiency, or otherwise, constitute additional services.

**NOTICES:** Each party shall designate a representative who is authorized to act on behalf of that party. All notices, consents, and approvals required to be given hereunder shall be in writing and shall be given to the representatives of each party.

**TERMINATION:** Either party may terminate the Agreement without cause upon thirty (30) days notice in writing. If either party breaches the Agreement and fails to remedy such breach within seven (7) days of notice to do so by the non-defaulting party, the non-defaulting party may immediately terminate the Agreement. Non-payment by the Client of Consultant's invoices within 30 days of Consultant rendering same is agreed to constitute a material breach and, upon written notice as prescribed above, the duties, obligations and responsibilities of Consultant are terminated. On termination by either party, the Client shall forthwith pay Consultant all fees and charges for the Services provided to the effective date of termination.

**ENVIRONMENTAL:** Except as specifically described in this Agreement, Consultant's field investigation, laboratory testing and engineering recommendations will not address or evaluate pollution of soil or pollution of groundwater. Consultant is entitled to rely upon information provided by the Client, its consultants, and third-party sources provided such third party is, in Consultant's opinion, a reasonable source for such information, relating to subterranean structures or utilities. The Client releases Consultant from any liability and agrees to defend, indemnify and hold Consultant harmless from any and all claims, damages, losses and/or expenses, direct and indirect, or consequential damages relating to subterranean structures or utilities which are not correctly identified in such information.

**PROFESSIONAL RESPONSIBILITY:** In performing the Services, Consultant will provide and exercise the standard of care, skill and diligence required by customarily accepted professional practices normally provided in the performance of the Services at the time and the location in which the Services were performed.

**INDEMNITY:** The Client releases Consultant from any liability and agrees to defend, indemnify and hold Consultant harmless from any and all claims, damages, losses, and/or expenses, direct and indirect, or consequential damages, including but not limited to attorney's fees and charges and court and arbitration costs, arising out of, or claimed to arise out of, the performance of the Services, excepting liability arising from the sole negligence of Consultant.

**LIMITATION OF LIABILITY:** It is agreed that, to the fullest extent possible under the applicable law, the total amount of all claims the Client may have against Consultant under this Agreement, including but not limited to claims for negligence, negligent misrepresentation and/or breach of contract, shall be strictly limited to the lesser of professional fees paid to Consultant for the Services or \$50,000.00. No claim may be brought against Consultant more than two (2) years after the cause of action arose. As the Client's sole and exclusive remedy under this Agreement any claim, demand or suit shall be directed and/or asserted only against Consultant and not against any of Consultant's employees, officers or directors.

Consultant's liability with respect to any claims arising out of this Agreement shall be absolutely limited to direct damages arising out of the Services and Consultant shall bear no liability whatsoever for any consequential loss, injury or damage incurred by the Client, including but not limited to claims for loss of use, loss of profits and/or loss of markets.

In no event shall Consultant's obligation to pay damages of any kind exceed its proportionate share of liability for causing such damages.

**DOCUMENTS:** All of the documents prepared by or on behalf of Consultant in connection with the Project are instruments of service for the execution of the Project. Consultant retains the property and copyright in these documents, whether the Project is executed or not. These documents may not be used for any other purpose without the prior written consent of Consultant. In the event Consultant's documents are subsequently reused or modified in any material respect without the prior consent of Consultant, the Client agrees to defend, hold harmless and indemnify Consultant from any claims advanced on account of said reuse or modification.

Any document produced by Consultant in relation to the Services is intended for the sole use of Client. The documents may not be relied upon by any other party without the express written consent of Consultant, which may be withheld at Consultant's discretion. Any such consent will provide no greater rights to the third party than those held by the Client under the contract and will only be authorized pursuant to the conditions of Consultant's standard form reliance letter.

Consultant cannot guarantee the authenticity, integrity or completeness of data files supplied in electronic format ("Electronic Files"). Client shall release, indemnify and hold Consultant, its officers, employees, Consultant's and agents harmless from any claims or damages





arising from the use of Electronic Files. Electronic files will not contain stamps or seals, remain the property of Consultant, are not to be used for any purpose other than that for which they were transmitted, and are not to be retransmitted to a third party without Consultant's written consent.

**FIELD SERVICES:** Consultant shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with work on the Project, and shall not be responsible for any contractor's failure to carry out the work in accordance with the contract documents. Consultant shall not be responsible for the acts or omissions of any contractor, subcontractor, any of their agents or employees, or any other persons performing any of the work in connection with the Project. Consultant shall not be the prime contractor or similar under any occupational health and safety legislation.

**GOVERNING LAW/COMPLIANCE WITH LAWS:** The Agreement shall be governed, construed and enforced in accordance with the laws of the jurisdiction in which the majority of the Services are performed. Consultant shall observe and comply with all applicable laws, continue to provide equal employment opportunity to all qualified persons, and to recruit, hire, train, promote and compensate persons in all jobs without regard to race, color, religion, sex, age, disability or national origin or any other basis prohibited by applicable laws.

**DISPUTE RESOLUTION:** If requested in writing by either the Client or Consultant, the Client and Consultant shall attempt to resolve any dispute between them arising out of or in connection with this Agreement by entering into structured non-binding negotiations with the assistance of a mediator on a without prejudice basis. The mediator shall be appointed by agreement of the parties. The Parties agree that any actions under this Agreement will be brought in the appropriate court in the jurisdiction of the Governing Law, or elsewhere by mutual agreement. Nothing herein however prevents Consultant from any exercising statutory lien rights or remedies in accordance with legislation where the project site is located.

**ASSIGNMENT:** The Client shall not, without the prior written consent of Consultant, assign the benefit or in any way transfer the obligations under these Terms and Conditions or any part hereof.

**SEVERABILITY:** If any term, condition or covenant of the Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of the Agreement shall be binding on the Client and Consultant.

**FORCE MAJEURE:** Any default in the performance of this Agreement caused by any of the following events and without fault or negligence on the part of the defaulting party shall not constitute a breach of contract, labor strikes, riots, war, acts of governmental authorities, unusually severe weather conditions or other natural catastrophe, disease, epidemic or pandemic, or any other cause beyond the reasonable control or contemplation of either party. Nothing herein relieves the Client of its obligation to pay Consultant for services rendered.

**CONTRA PROFERENTEM:** The parties agree that in the event this Agreement is subject to interpretation or construction by a third party, such third party shall not construe this Agreement or any part of it against either party as the drafter of this Agreement.

**BUSINESS PRACTICES:** Each Party shall comply with all applicable laws, contractual requirements and mandatory or best practice guidance regarding improper or illegal payments, gifts, or gratuities, and will not pay, promise to pay or authorize the payment of any money or anything of value, directly or indirectly, to any person (whether a government official or private individual) or entity for the purpose or illegally or improperly inducing a decision or obtaining or retaining business in connection with this Agreement or the Services.

**FLORIDA CONTRACTS: PURSUANT TO FLORIDA STATUTES CHAPTER 558.0035 AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM NEGLIGENCE.**



## CITY COUNCIL AGENDA REPORT

**DATE:** July 6, 2026  
**DEPARTMENT:** Engineering  
**PREPARED BY:** Kelsey Gelhar  
**AGENDA ITEM NUMBER:** 11.A.

---

### MEETING TYPE

Regular Meeting

### AGENDA ITEM

Adoption of the 2026 Americans with Disabilities Act Transition Plan

### ACTION TO BE CONSIDERED OR DESIRED OUTCOME

Motion to adopt the 2026 Americans with Disabilities Act Transition Plan

### OVERVIEW

All municipalities in the country are required to develop an Americans with Disabilities Act (ADA) Transition Plan to comply with Section 504 of the Rehabilitation Act of 1973 and Title II of the ADA of 1990. It is recommended that municipalities periodically update their ADA Transition Plans. In 2018, Stonebrooke Engineering prepared a transition plan for the City, and in 2025, the City hired Stonebrooke Engineering to prepare the update to the plan.

Stonebrooke Engineering completed the updated plan in June 2026 and the plan is currently available on the city website at <https://southstpaulmn.gov/512/ADA-Transition-Plan>. The plan evaluates existing infrastructure, prioritizes improvements, and schedules implementation for full accessibility. The plan reviews pedestrian ramps, sidewalks and trails, crossing signals, crosswalks, and policies and procedures relating to accessibility. A public presentation of the plan is required.

Staff recommends that the City Council makes a motion to adopt the ADA Transition Plan after the presentation by the City Engineer.

### SOURCE OF FUNDS

The update was funded by the Infrastructure Fund

### ATTACHMENTS

None



## CITY COUNCIL AGENDA REPORT

**DATE:** July 6, 2026  
**DEPARTMENT:** City Clerk  
**PREPARED BY:** Deanna Werner  
**AGENDA ITEM NUMBER:** 11.B.

---

### MEETING TYPE

Regular Meeting

### AGENDA ITEM

2nd Reading - Ordinance 1444, Amending Lawful Gambling

### ACTION TO BE CONSIDERED OR DESIRED OUTCOME

Approval of one of the two Draft Ordinances.

### OVERVIEW

There are two drafts of this ordinance.

**Draft #1** was presented for a 1st Reading at the June 15th, 2026 City Council Meeting. No changes were made from the 1st Reading. The ordinance allows eligible organizations to hold up to three premises permits for lawful gambling within city limits, and requires each organization conducting lawful gambling within the City will be required to contribute at least 10% of the 55% of its net profits to a City-administered fund dedicated to the development, improvement, and support of recreational, community, and athletic facilities and programs intended for persons under the age of 21. The amendments are intended to ensure that lawful gambling activities continue to provide meaningful benefits to the local community and its youth.

**Draft #2** of the ordinance allows eligible organizations to hold up to three premises permits for lawful gambling within city limits. The other language was removed.

A copy of both drafts was sent to the current holders of premises permits in the City of South St. Paul for comment if those so chose. The Clerk did not receive any comments to enter into the record.

### SOURCE OF FUNDS

N/A

### ATTACHMENTS

1. Draft 1 - Amendment Updating Lawful Gambling
2. Draft 2 - Amendment Updating Lawful Gambling

**City of South St. Paul  
Dakota County,  
Minnesota**

**Ordinance No. XXXX**

**AN ORDINANCE AMENDMENT UPDATING LAWFUL GAMBLING ORDINANCE**

The City Council of the City of South St. Paul does ordain:

**SECTION 1. AMENDMENT.** South St. Paul City Code Section 11-8 is hereby amended as follows:

**Sec. 11-8. Application and local approval of premises permits.**

(a) *Eligibility for a premises permit.* A premises permit may only be issued if:

- (1) The premises is one of the following:
  - a. An on-sale liquor establishment; or
  - b. A bingo hall operating in a commercial district in a dedicated space that is at least 5,000 square feet in size.
- (2) No premises permit currently exists for the premises;
- (3) The ~~organization does not already hold a premises permit or the~~ organization will not holds ~~only one other~~ more than three premises permits within the city;
- (4) The organization that will conduct the lawful gambling is eligible for an organization license from the board.

(b) *Process.*

- (1) *Application.* Any organization seeking to obtain a premises permit from the board shall file with the clerk an executed, complete duplicate application, together with all exhibits and documents accompanying the application as will be filed with the board. The organization shall pay the city a \$250.00 investigation fee. This fee shall be refunded if the application is withdrawn before the investigation is commenced.
- (2) *Background investigation.* Upon receipt of an application for issuance of a premises permit, the clerk shall transmit the application to the police department for review and recommendation. The police department shall investigate the matter and make the review and recommendation to the council as soon as possible, but in no event later than 45 days following receipt of the notification by the city. The council shall receive the police department's report and consider the application within 45 days of the date the application was submitted to the clerk.

- (3) *Approval or denial of application.* The applicant shall be notified in writing of the date on which the council will consider the recommendation. The council shall, by resolution, approve or disapprove the application within 60 days of receipt of the application.
- (c) *Grounds for ineligibility.* The council shall deny an application for issuance of a premises permit for any of the following reasons:
- (1) Violation by the gambling organization of any state statute, state rule, or city ordinance relating to gambling within the last three years.
  - (2) The organization already holds ~~two~~ three premises permits within the city.
  - (3) The premises for which a premises permit is sought is not an on-sale liquor establishment.
  - (4) The organization that will conduct the lawful gambling is ineligible for an organizational license from the board.
  - (5) There is already one licensed organization permitted to conduct lawful gambling activities at the premises.
  - (6) Failure of the applicant to pay the investigation fee provided by this section within the prescribed time limit.
  - (7) Operation of gambling at the site would be detrimental to health, safety, and welfare of the community.
- (d) The council is without authority to compel the owner of an on-sale liquor establishment to renew a premises permit.

**SECTION 2. AMENDMENT.** South St. Paul City Code Section 11-13 is hereby amended as follows:

**Sec. 11-13. Required expenditures within the City's designated trade area ~~Designated trade area.~~**

- (a) During the calendar year, each licensed organization within the city having a premises permit within the city shall expend at least 55 percent of lawful purpose expenditures on lawful purposes conducted within the city's trade area.
- (b) Each organization licensed to conduct lawful gambling within the City pursuant to Minnesota Statute §349.16, as it may be amended from time to time, shall contribute a minimum of ten percent (10%) of its net profits derived from lawful gambling in the City to a fund administered and regulated by the City, in the manner below;
- (1) Payment required under this section shall be submitted by the organization annually to the City Clerk's Office on or before June 30 and shall be based on the proceeds received during the preceding calendar year.
  - (2) The City shall use such funds for recreational, community, and athletic facilities and activities intended primarily for persons under age 21.

(3) The contribution required by Section 11-13(b)(2) shall count toward the percentage requirements of lawful purpose expenditures on lawful purposes conducted within the city's trade area required in Section 11-13(a).

~~(b)~~ c) This section applies only to lawful purpose expenditures of gross profits derived from gambling conducted at a premises within the city's jurisdiction.

**SECTION 3. SUMMARY PUBLICATION.** Pursuant to Minnesota Statutes Section 412.191, in the case of a lengthy ordinance, a summary may be published. While a copy of the entire ordinance is available without cost at the office of the City Clerk, the following summary is approved by the City Council and shall be published in lieu of publishing the entire ordinance:

The ordinance allows an eligible organization to hold up to three premises permits for lawful gambling within city limits. It also updates an existing requirement that such an organization must expend at least 55 percent of its lawful purpose expenditures within the City's trade area. Each organization will now be required to contribute at least 10 percent of their net profits to a fund administered by the City which will be used for recreational, community, and athletic facilities that are intended for persons under age 21.

**SECTION 4. EFFECTIVE DATE.** This ordinance shall become effective upon publication.

Approved:

Published:

---

Deanna Werner, City Clerk

**City of South St. Paul  
Dakota County,  
Minnesota**

**Ordinance No. XXXX**

**AN ORDINANCE AMENDMENT UPDATING LAWFUL GAMBLING ORDINANCE**

The City Council of the City of South St. Paul does ordain:

**SECTION 1. AMENDMENT.** South St. Paul City Code Section 11-8 is hereby amended as follows:

**Sec. 11-8. Application and local approval of premises permits.**

(a) *Eligibility for a premises permit.* A premises permit may only be issued if:

- (1) The premises is one of the following:
  - a. An on-sale liquor establishment; or
  - b. A bingo hall operating in a commercial district in a dedicated space that is at least 5,000 square feet in size.
- (2) No premises permit currently exists for the premises;
- (3) The ~~organization does not already hold a premises permit or the~~ organization will not holds ~~only one other more than three~~ premises permits within the city;
- (4) The organization that will conduct the lawful gambling is eligible for an organization license from the board.

(b) *Process.*

- (1) *Application.* Any organization seeking to obtain a premises permit from the board shall file with the clerk an executed, complete duplicate application, together with all exhibits and documents accompanying the application as will be filed with the board. The organization shall pay the city a \$250.00 investigation fee. This fee shall be refunded if the application is withdrawn before the investigation is commenced.
- (2) *Background investigation.* Upon receipt of an application for issuance of a premises permit, the clerk shall transmit the application to the police department for review and recommendation. The police department shall investigate the matter and make the review and recommendation to the council as soon as possible, but in no event later than 45 days following receipt of the notification by the city. The council shall receive the police department's report and consider the application within 45 days of the date the application was submitted to the clerk.



- (3) *Approval or denial of application.* The applicant shall be notified in writing of the date on which the council will consider the recommendation. The council shall, by resolution, approve or disapprove the application within 60 days of receipt of the application.
- (c) *Grounds for ineligibility.* The council shall deny an application for issuance of a premises permit for any of the following reasons:
- (1) Violation by the gambling organization of any state statute, state rule, or city ordinance relating to gambling within the last three years.
  - (2) The organization already holds ~~two~~ three premises permits within the city.
  - (3) The premises for which a premises permit is sought is not an on-sale liquor establishment.
  - (4) The organization that will conduct the lawful gambling is ineligible for an organizational license from the board.
  - (5) There is already one licensed organization permitted to conduct lawful gambling activities at the premises.
  - (6) Failure of the applicant to pay the investigation fee provided by this section within the prescribed time limit.
  - (7) Operation of gambling at the site would be detrimental to health, safety, and welfare of the community.
- (d) The council is without authority to compel the owner of an on-sale liquor establishment to renew a premises permit.

**SECTION 2. SUMMARY PUBLICATION.** Pursuant to Minnesota Statutes Section 412.191, in the case of a lengthy ordinance, a summary may be published. While a copy of the entire ordinance is available without cost at the office of the City Clerk, the following summary is approved by the City Council and shall be published in lieu of publishing the entire ordinance:

The ordinance allows an eligible organization to hold up to three premises permits for lawful gambling within city limits

**SECTION 4. EFFECTIVE DATE.** This ordinance shall become effective upon publication.

Approved:

Published:

---

Deanna Werner, City Clerk



## CITY COUNCIL AGENDA REPORT

**DATE:** July 6, 2026  
**DEPARTMENT:** City Administrator  
**PREPARED BY:** Ryan Garcia  
**AGENDA ITEM NUMBER:** 11.C.

---

### MEETING TYPE

Regular Meeting

### AGENDA ITEM

Northview Aquatic Center Project - Approval of Construction Documents and Pre-qualified Subcontractor List

### ACTION TO BE CONSIDERED OR DESIRED OUTCOME

For clarity, Staff suggests two motions:

1. Motion to approve the Construction Documents for the Northview Aquatic Center project.
2. Motion to approve the recommended prequalified subcontractors for the Northview Aquatic Center project. The resulting list of prequalified subcontractors shall be utilized by Kraus-Anderson to conduct the project's competitive subcontract bidding process and to develop the Guaranteed Maximum Price (GMP).

### OVERVIEW

At the November 3, 2025 meeting of the City Council, Council [approved the proposal from JLG Architects for Design Services related to the Northview Pool](#). Since that time, JLG has led a multidisciplinary team to deliver a design package that was aligned to the City's goals for outdoor aquatics as articulated through a robust public process and confirmed at the [Council's April 13, 2026 worksession](#). At the April 20, 2026 City Council Meeting, [Council approved Resolution 2026 - 051](#), approving a Construction Manager at Risk (CMaR) agreement with Kraus-Anderson for the project. As Council is well aware, in late May we received confirmation that the Minnesota Legislature had included an appropriation of \$4,125,000 from the 2026 Capital Investment (Bonding) Bill to support the design and construction of the Northview Family Aquatic Center.

In collaboration with the design team and our CMaR, Staff is excited to advance final Construction Documents for this project. With Council's approval, these documents will be the backbone of the project as it is formally and publicly bid in accordance with Minnesota Statutes, with Kraus-Anderson managing the process as our partner. In preparation for the formal bidding process, in June Kraus-Anderson issued an advertisement for subcontractor pre-qualifications for the project. This process is necessary as part of the CMaR project management approach, and Kraus-Anderson has completed the subcontractor pre-qualification process to result in the attached recommended pre-qualified subcontractor list. The project team is very encouraged by the significant amount of qualifications interest the project has generated across the breadth of

work scopes.

The Project is proposed to be bid in two packages - one this summer and one this fall - to align with the project scope which includes a relatively significant "site work" element to commence in late summer prior to bidding the building and pool construction packages this fall for a spring start. Staff is requesting Council authorization at the July 6 meeting to release two separate bid packages for this project.

### **SOURCE OF FUNDS**

Primary funding sources are an appropriation via the State of Minnesota's Capital Investment Bonding program and City Debt Issuance.

### **ATTACHMENTS**

1. SSPNAC - Subcontractor Prequalification Recommendation Letter



July 2, 2026

Ryan Garcia, City Administrator  
125 3<sup>rd</sup> Avenue North  
South St. Paul, MN 55075

Shannon Young, Director of Parks and Recreation  
125 3<sup>rd</sup> Avenue North  
South St. Paul, MN 55075

RE: City of South St. Paul – Northview Aquatic Center

Dear Ryan and Shannon:

This letter summarizes Kraus-Anderson's recommendations based on the submissions received in response to the Subcontractor Prequalification (RFQ) for the City of South St. Paul – Northview Aquatic Center project. Kraus-Anderson has evaluated each submission and provides the following summary of its findings and recommended contractors.

| <b><u>Work Scope</u></b> |                          | <b><u>Subcontractor Company Name</u></b>         | <b><u>Prequalification (Pass/Fail)</u></b> |
|--------------------------|--------------------------|--------------------------------------------------|--------------------------------------------|
| WS<br>01J                | Final<br>Cleaning        | Empress Cleaners                                 | Pass                                       |
|                          |                          | Everest Cleaning Systems                         | Pass                                       |
|                          |                          | Midwest Specialty Maintenance, Inc.              | Pass                                       |
|                          |                          | Shini Cleaning                                   | Fail                                       |
|                          |                          | SPAR LLC                                         | Fail                                       |
|                          |                          | <b>Total Passed – 3</b><br><b>Total Fail - 2</b> |                                            |
| WS<br>03A                | Concrete &<br>Masonry    | Axel H Ohman, Inc.                               | Pass                                       |
|                          |                          | B&D Associates, LLC                              | Pass                                       |
|                          |                          | Crosstown Masonry Incorporated                   | Pass                                       |
|                          |                          | Donald R. Frantz Concrete Construction           | Pass                                       |
|                          |                          | George Siegfried Construction Company            | Pass                                       |
|                          |                          | Gresser Companies, Inc.                          | Pass                                       |
|                          |                          | Hollenback & Nelson, Inc.                        | Pass                                       |
|                          |                          | Maertens Brenny Construction Company             | Pass                                       |
|                          |                          | Northland Concrete & Masonry Company, LLC        | Pass                                       |
|                          |                          | Steenberg-Watrud Construction, LLC               | Pass                                       |
|                          |                          | <b>Total Pass – 10</b><br><b>Total Fail – 0</b>  |                                            |
| WS<br>03C                | Architectural<br>Precast | Huffcutt Concrete, LLC                           | Fail                                       |
|                          |                          | Molin Concrete                                   | Pass                                       |
|                          |                          | SJB Concrete                                     | Pass                                       |
|                          |                          | Taracon Precast                                  | Pass                                       |
|                          |                          | Wells Concrete Products Co.                      | Pass                                       |
|                          |                          | <b>Total Pass – 4</b><br><b>Total Fail – 1</b>   |                                            |

|           |                                |                                                                                                                                                                                                                                                                    |                                                                                                                            |
|-----------|--------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------|
| WS<br>06A | Carpentry                      | J. Benson Construction<br>Kellington Construction, Inc.<br>Kraus-Anderson Construction Co.<br>Maertens-Brenny Construction Co.<br>Parkos Construction Co.<br>Tekton Construction                                                                                   | Pass<br>Pass<br>Pass<br>Pass<br>Pass<br>Pass<br><br><b>Total Pass – 6</b><br><b>Total Fail – 0</b>                         |
| WS<br>06B | Structural<br>Wood<br>Framing  | Bell Structural<br>Carpentry Builders, Inc.<br>Kellington Construction, Inc.<br>Lam-Wood Systems<br>Timber Systems                                                                                                                                                 | Fail<br>Pass<br>Pass<br>Pass<br>Fail<br><br><b>Total Pass – 3</b><br><b>Total Fail – 2</b>                                 |
| WS<br>07F | Metal Panels                   | Atomic Architectural Sheet Metal, Inc.<br>Berwald Roofing Company, Inc<br>Division V Sheet Metal Inc.<br>Specialty Systems                                                                                                                                         | Pass<br>Pass<br>Pass<br>Pass<br><br><b>Total Pass – 4</b><br><b>Total Fail – 0</b>                                         |
| WS<br>07H | Roofing                        | Atomic Architectural Sheet Metal, Inc.<br>Berwald Roofing Company, Inc<br>Commercial Roofing & Sheet Metal, Inc.<br>John A Dalsin & Son Inc.<br>Lake Area Roofing & Construction, Inc.<br>Mint Roofing<br>Palmer West Construction Company Inc.<br>Roof Tech, Inc. | Pass<br>Pass<br>Fail<br>Pass<br>Pass<br>Pass<br>Pass<br>Pass<br>Pass<br><br><b>Total Pass – 7</b><br><b>Total Fail – 1</b> |
| WS<br>07L | Sealants                       | Carciofini Company<br>Dziedzic Caulking, Inc.<br>RAM Construction Services<br>Right-Way Caulking, Inc.                                                                                                                                                             | Pass<br>Pass<br>Pass<br>Pass<br><br><b>Total Pass – 4</b><br><b>Total Fail – 0</b>                                         |
| WS<br>08A | Doors,<br>Frames &<br>Hardware | Contract Hardware<br>Kendell Doors & Hardware, LLC<br>Twin City Hardware                                                                                                                                                                                           | Pass<br>Pass<br>Pass<br><br><b>Total Pass – 3</b><br><b>Total Fail – 0</b>                                                 |
| WS<br>08F | Exterior<br>Glass &<br>Glazing | Artic Glass Co.<br>Brin Glass Company<br>Envision Glass, Inc.<br>Murphy Window & Door<br>Northern Glass, Inc.<br>United Glass, Inc.<br>W.L. Hall Company                                                                                                           | Pass<br>Pass<br>Pass<br>Pass<br>Pass<br>Pass<br>Pass<br><br><b>Total Pass – 7</b><br><b>Total Fail – 0</b>                 |

|           |                                  |                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                             |
|-----------|----------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------|
| WS<br>09A | Drywall<br>Package               | Custom Drywall Inc.<br>Mulcahy Nickolaus, LLC<br>Quality Drywall Midwest, Inc.<br>RTL Construction, Inc.                                                                                                                                                                                                                                                                              | Pass<br>Pass<br>Pass<br>Pass<br><br><b>Total Pass – 4</b><br><b>Total Fail – 0</b>                                                                          |
| WS<br>09H | Fluid-Applied<br>Flooring        | Concrete Arts, Inc.<br>Duluth Coating Solutions, Inc.<br>RAM Construction Services<br>Resilient Martin Group<br>Starting Line Floor Coatings, Inc.<br>Steinbrecher Painting Company                                                                                                                                                                                                   | Pass<br>Fail<br>Pass<br>Pass<br>Pass<br>Pass<br><br><b>Total Pass – 5</b><br><b>Total Fail – 1</b>                                                          |
| WS<br>09K | Wall<br>Covering and<br>Painting | All-State Painting, LLC<br>Fransen Decorating, Inc.<br>Mulcahy Nickolaus, LLC<br>Rainbow, Inc.<br>Steinbrecher Painting Company<br>Sunrise Painting<br>Swanson & Youngdale, Inc.<br>Wasche Commercial Finishes, Inc.                                                                                                                                                                  | Pass<br>Pass<br>Pass<br>Pass<br>Pass<br>Pass<br>Pass<br>Pass<br><br><b>Total Pass – 8</b><br><b>Total Fail – 0</b>                                          |
| WS<br>13A | Pool                             | Aqua Logic, Inc.<br>Global Specialty Contractors, Inc.                                                                                                                                                                                                                                                                                                                                | Pass<br>Pass<br><br><b>Total Pass – 2</b><br><b>Total Fail – 0</b>                                                                                          |
| WS<br>23B | Combined<br>Mechanical           | Davis Mechanical Systems Inc.<br>Klamm Mechanical Contractors<br>Master Mechanical<br>Modern Piping, Inc.<br>Northland Mechanical Contractors, Inc.<br>Peterson Sheet Metal<br>RJ Mechanical<br>Ryan Mechanical<br>Schadegg Mechanical, Inc.<br>South Town Refrigeration & Mechanical<br>Spriggs Mechanical, Inc.<br>Weidner Plumbing & Heating Co.<br>Wenzel Plumbing & Heating, LLC | Pass<br>Pass<br>Pass<br>Pass<br>Pass<br>Pass<br>Pass<br>Pass<br>Pass<br>Pass<br>Pass<br>Pass<br>Pass<br><br><b>Total Pass – 13</b><br><b>Total Fail – 0</b> |

|           |                                                          |                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                                                                                                             |
|-----------|----------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| WS<br>26A | Electrical                                               | Bloomington Electric Company<br>Daley Electric, LLC<br>Electrical Production Services, Inc.<br>Gephart Electric<br>Laketown Electric Corporation<br>Medina Electric<br>NAC Mechanical and Electrical Services<br>Neo Electrical Solutions<br>Vinco, Inc.<br>Wolf River Electric                                                                                                                         | Pass<br>Pass<br>Pass<br>Pass<br>Pass<br>Pass<br>Pass<br>Pass<br>Pass<br>Pass<br><br><b>Total Pass – 10</b><br><b>Total Fail – 0</b>                                         |
| WS<br>31A | Demo, Site<br>Clearing,<br>Earthwork &<br>Site Utilities | Belair Sitework Services<br>Carl Bolander & Sons, LLC<br>Dimke Excavating, Inc.<br>Frattalone Construction<br>Kamish Excavating, Inc.<br>Kevitt Excavating, LLC<br>Lloyd's Construction Services, Inc.<br>New Look Contracting, Inc.<br>Park Construction Company<br>Peterson Companies, Inc.<br>PWS<br>Rachel Contracting, LLC<br>Ramsey Companies, Inc.<br>Urban Companies, LLC<br>Veit Company, Inc. | Pass<br>Pass<br>Pass<br>Pass<br>Pass<br>Pass<br>Pass<br>Pass<br>Pass<br>Pass<br>Pass<br>Pass<br>Pass<br>Pass<br>Pass<br><br><b>Total Pass – 15</b><br><b>Total Fail – 0</b> |
| WS<br>32A | Asphalt<br>Paving                                        | Bituminous Roadways<br>McNamara Contracting<br>Park Construction Company<br>Pine Bend Paving                                                                                                                                                                                                                                                                                                            | Pass<br>Pass<br>Pass<br>Pass<br><br><b>Total Pass – 4</b><br><b>Total Fail – 0</b>                                                                                          |
| WS<br>32B | Concrete<br>Paving                                       | Concrete Arts, Inc.<br>Curb Masters, Inc.<br>McNamara Contracting<br>North Country Concrete, Inc.<br>Northland Concrete & Masonry, LLC<br>Stapf Construction                                                                                                                                                                                                                                            | Pass<br>Pass<br>Pass<br>Pass<br>Pass<br>Pass<br><br><b>Total Pass – 6</b><br><b>Total Fail – 0</b>                                                                          |
| WS<br>32D | Site Fencing                                             | American Fence Company<br>Keller Fence<br>Peterson Companies, Inc.                                                                                                                                                                                                                                                                                                                                      | Fail<br>Pass<br>Pass<br><br><b>Total Pass – 2</b><br><b>Total Fail – 1</b>                                                                                                  |



|           |             |                                                |      |
|-----------|-------------|------------------------------------------------|------|
| WS<br>32F | Landscaping | Cedar Ridge Landscaping                        | Pass |
|           |             | Great Northern Landscapes, Inc                 | Pass |
|           |             | Margolis Company                               | Pass |
|           |             | Peterson Companies, Inc.                       | Pass |
|           |             | Urban Companies, LLC                           | Pass |
|           |             | <b>Total Pass – 5</b><br><b>Total Fail – 0</b> |      |

If you have any questions regarding this information, please do not hesitate to contact me at (651) 447-3247.

Sincerely,

KRAUS-ANDERSON® CONSTRUCTION COMPANY



Mike Phillips  
Senior Project Manager



# CITY COUNCIL AGENDA REPORT

**DATE:** July 6, 2026  
**DEPARTMENT:** City Administrator  
**PREPARED BY:** Ryan Garcia  
**AGENDA ITEM NUMBER:** 11.D.

---

## MEETING TYPE

Regular Meeting

## AGENDA ITEM

Approval of Construction Documents and Authorization to Solicit Competitive Bids - Public Works Central Maintenance Facility Project

## ACTION TO BE CONSIDERED OR DESIRED OUTCOME

Motion to approve the Construction Documents for the soil surcharge portion of the Public Works project and authorize Kraus-Anderson to solicit competitive bids for the work.

## OVERVIEW

[At its November 4, 2024 meeting](#), the City Council accepted a proposal from Kraus-Anderson for Construction Management Advisor (CMA) services related to the potential replacement of the existing public works facility currently located at 400 Richmond Street East. After completing a [concept-level / pre-design analysis and planning exercise with Kraus-Anderson throughout the first half of 2025](#), at its [August 4, 2025 meeting](#), the City Council approved [Resolution 2025-87](#), authorizing an agreement with HCM Architects for Architectural and Engineering Services for the replacement public works facility.

Over the course of the past year, HCM has led a multidisciplinary team, with the support of Kraus-Anderson as the City's CMA, in an effort to design a replacement facility to be located at a currently vacant riverfront City-owned property south of I-494 and east of Hardman Avenue. As the Design advanced, the team resolved that the most economical approach to addressing the constructibility of the site due to soft / loose underlying soils was to undertake a mass grading and surcharge (pre-loading the building envelope and site with soil to compress the susceptible soils) project prior to commencing construction.

HCM's team, most especially WSB and Braun Intertec, have prepared construction documents for the "Surcharge Phase" of the Public Works Project. These plans and specifications are available through the City Engineer's office. Staff is seeking Council authorization to accept these documents and to authorize the CMA to solicit competitive bids in accordance with State Statute for the grading and surcharge of the site. To be clear, a future approval related to the building's construction will still be necessary, likely sometime in early 2027. Our team estimates that the site surcharge will require several months to adequately prepare the site for building construction, and as such the intention is to bid the surcharge project in late summer for placement in September/October 2026.

**SOURCE OF FUNDS**

Project costs will be sourced from a diverse funding stack, including a State of Minnesota Cash Appropriation, proceeds from the sale of 400 Richmond Street East, and City funds through the sale of EDA Lease Revenue Bonds.

**ATTACHMENTS**

1. Orientation / Overview Map



