

**LAMBERTON CITY COUNCIL**  
**REGULAR MEETING • CITY HALL**  
**October 14, 2025 • 6:30 P.M.**

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**1. CALL TO ORDER/ADOPT AGENDA/CEREMONIAL DUTIES**

- A. Additions/Deletions to Agenda

**2. CONSENT AGENDA**

- A. Approval of Minutes (can all be done in one motion)
1. 9-8-2025 City Council Minutes
  2. 9-8-2025 CLOSED City Council Minutes (Confidential)

**3. GENERAL BUSINESS**

- A. Bollig Engineering – Scott Kuhlman
- B. Petitions, Request, Communications
1. Citizen Complaints & Concerns
    - a. Craig Batalden – Water bill on irrigation system.
    - b. Anonymous Complaint on Halter
  2. Building/Zoning Permit Requests
    - a. Small Cell Facility Update
    - b. 2025-05 – David Wille - 600 S Birch – Front Steps – **DENIED**
  3. Request for Council Action
    - a. RCA – Change of Meeting Order
    - b. RCA – Change Zoning Ordinance
    - c. RCA - Stavnes Shipping Container
    - d. RCA – Annual Liability Coverage Waiver Form (No RCA Cover Sheet)
    - e. RCA – Library By-Laws and Policy
    - f. RCA – Library Board – Replace Board Member
    - g. RCA – Tax Forfeited / Blighted Properties
    - h. RCA – Work Session Topics
    - i. RCA – Halter Request for HR Meeting
    - j. RCA – Department Report Request – Amanda Cairns
- C. Department Reports
1. Library – Written Report Submitted
  2. Ambulance Department – Written Report Submitted
    - a. RCA–Ambulance Personnel Approval
  3. Fire Department –
  4. Police Department –
  5. Maintenance Department –
    - a. Maguire Contracts for Services
  6. Administration/EDA Department – Written Report Submitted
- D. Ordinances and Resolutions (can all be done in one motion)
1. 2025-17 - Resolution Accepting Donations
- E. Financial Report & Approval of Claims
1. October 2025 Financial Report
  2. Approval of Claims
    - a. MERC Property Tax Refund
  3. Quarter 3 Account Balances

**4. MAYOR & COUNCIL REPORTS & COMMUNICATIONS**

- A. Information for Council
1. Award of SCDG \$600,000
  2. Old School Site Zoning/Conditional Use
  3. Police Thank You

**5. NEXT MEETING DATES**

- A. Work Session Monday, October 27, 2025 at 5:30 PM
- B. Regular Council Meeting November 11, 2025 at 6:30 PM

**6. ADJOURNMENT**

**LAMBERTON CITY COUNCIL**  
**REGULAR MEETING MINUTES • CITY HALL**  
**September 8, 2025 • 6:30 P.M.**

**1. CALL TO ORDER/ADOPT AGENDA/CEREMONIAL DUTIES**

- Meeting called to order at 6:30 PM September 8, 2025.
- Present: Mayor L. Sik, L. Bittner, D. Irlbeck, A. Cairns, L. Pfarr
- Staff in Attendance: V. Halter, J. Thram, K. Mittelstadt, D. Determan, T. Neperman
- Others in Attendance: Scott Kuhlman (Bollig), Marc Wiedeman, Matt Novak

**A. Additions/Deletions to Agenda**

1. RCA – Police Fee Schedule
2. RCA – Human Resources Disciplinary Action – CLOSED MEETING
3. 2025-06 – Building Permit Ricky Busch

***Motion/Second/Pass Pfarr/Irlbeck/unanimous 5/0) to approve the agenda as amended.***

**2. CONSENT AGENDA**

**A. Approval of Minutes (can all be done in one motion)**

1. 8-11-2025 – CC Regular Meeting Minutes
2. 12-4-2025 – EDA Meeting Minutes

***Motion/Second/Pass (Irlbeck/Bittner/ unanimous 5/0) to approve the minutes as listed.***

**3. GENERAL BUSINESS**

**A. Bollig Engineering – Scott Kuhlman**

1. Grove Street – Kuhlman went over what is left to be approved for the USDA RD loan agreement for Grove St. Kuhlman answered questions. Approval of the Owner-Engineering Agreement not acted upon and will be revisited next month.
2. Lead Service Line Replacement - Phase 2 of the LSLR will be determining the unknown service lines. Kuhlman updated on the next steps and asset management software system. Preconstruction meeting on the 18<sup>th</sup> for the 25 service lines that will be replaced this fall.

**B. Matt Novak presented recommendations on public comments during meetings. Novak recommends limiting citizens to three minutes of comments and concerns each. Meetings are a place for some public comment, but people should be reaching out to council prior to the meetings. At the meetings there should be very little council response to public comments. If you have follow up questions, you can allow more time as needed. Novak also reminded the council that they act together. No individual council member has the authority to authorize anything. Official action needs to be taken. Multiple quotes need to be pursued for projects over \$25,000 and public bidding needs to happen for projects over \$175,000. Novak stated any council member can always call with questions.**

**C. Petitions, Request, Communications**

1. Citizen Complaints & Concerns
  - a. Hubert Update – Hubert knocked the weeds down. Thram stated that he measured out what is the city's (approximately to the sign there). Cairns questioned the rocks. Thram explained it slows down water to not wash out into the field -the rock allows is to slow it down. Mayor Sik recognized that the city needs to be prepared to spray weeds next year as there have been so many complaints this year. Bittner expressed that personnel's personal equipment should not have to be used to do city business.
2. Building/Zoning Permit Requests
  - a. 2025-04 - Meadowland Farmers Coop – Fuel Tank at Lumber Yard Site – Thram stated he talked to Meadowland and they have been in contact with the MPCA.

***Motion/Second/Pass (Irlbeck/Pfarr/ unanimous 5/0) to approve building permit 2025-04 to Meadowland Farmers Coop.***

- b. 2025-05 – Ricky & Dianna Busch for a deck/ramp at their home located at 705 S Douglas.

**Motion/Second/Pass (Irlbeck/Bittner/ unanimous 5/0) to approve building permit 2025-04 to Ricky & Dianna Busch.**

- c. Small Cell Facility – Halter explained that an application for a Small Cell Facility has been received for Verizon to place one a pole in the boulevard in front of the school to improve 5G service. Halter sent the application to the county highway dept because of the location. The highway engineer was questioning the location of being just 1 foot off the curb. Halter has not seen a response from the Verizon rep. No action taken at this time.

3. Request for Council Action

- a. RCA – Stavnes Shipping Container – Halter talked to Stavnes. He does not feel we have an agreement in place yet and he would like a reason for needing it moved beyond neighbor complaints. Stavnes keeps his properties looking nice. Discussion was held. Novak stated that he is likely not in compliance with the 30% permeable ground coverage. Halter asked for guidance. Novak in review of the ordinance states that moveable non-permanent structures do not need a permit. More discussion was held. Bittner made a motion to grandfather the container in and move on. (Motion dies for lack of second.) More discussion was held. Council directed Halter to get an amount from Stavnes of what it would take to move it and the council will address it again next month.

- b. RCA – 2026 Preliminary Budget & Levy – Halter explained this is the preliminary levy that has to be set by the end of September. The number is used to notify residents of the proposed taxes for 2026. The final levy be set in December. This number is the max of what the levy could be, we cannot go above this number in December. Halter stated the proposed preliminary levy is 5%. Discussion was held.

- 2025-16 Resolution Adopting the 2026 Preliminary Levy of \$879,900 for 2025 collectable in 2026.

**Motion/Second/Pass (Bittner/Irlbeck/ unanimous 5/0) to approve 2025-16 Resolution Adopting the 2026 Preliminary Levy of \$879,900 for 2025 collectable in 2026.**

- c. RCA – Police Fee Schedule – Halter explained now that we have a full-time police dept we are running into things we should have on the fee schedule. A list of proposed items fee of each. Discussion was held.

**Motion/Second/Pass (Bittner/Irlbeck/ unanimous 5/0) to approve the Police Fee Schedule as**

**presented.**

- d. RCA – Work Session Date – Halter would like a work session to review the budget. Cairns questioned how performance reviews are done. Discussion was held. A Vogel stated that according to the Library By-laws, the Library Board is to do her employee review. Cairns stated she has found nothing that states a change from Vogel reporting to the Library Board and the Library Board reports to council. Bittner stated the Library Board has never been to a council meeting. Discussion was held. Cairnes does not feel Halter should be doing Vogel's review. Vogel stated the board did her reviews back when Steve and Madonna were here. Bittner explained that the review process has been worked on. More Discussion was held.

**Motion/Second/Pass (Irlbeck/Bittner/unanimous 5/0) to have a work session on October 27<sup>th</sup> at**

**5:30PM.**

D. Department Reports

1. Library – Report Submitted – 58 kids signed up for the summer reading program with 1300 books read during the program. 40 kids attended the End of Summer Reading Program Party. Halter included in the packet the notice from the Dept. Of Ed. That states the minimum amount the City needs to provide to have a library. That amount is \$28,800. Vogel stated that the Library Board meeting is set for Thursday they will review the budget and Vogel's review.

**Motion/Second/Pass (Cairns/Irlbeck/unanimous 5/0) to approve the Library report as submitted and given.**

2. Ambulance Department – Director Mittlestadt presented the numbers for August having 26 calls. Three requiring ALS, 1 Air, 1 Fire Standby and 5 no loads/no transport. The sheriff will be longer be dual paging Wabasso with Lamberton. There are repairs needed for the ambulance and will happen on the 10<sup>th</sup>. Halter stated the repairs will put the Ambulance over the budgeted amount. Mittlestadt touched base on recruitment. There is also an EMT and EMR that have put in their applications. Discussion held on background checks.

**Motion/Second/Pass (Pfarr/Irlbeck/unanimous 5/0) to approve Brian Goblirsch to the Ambulance service.**

**Motion/Second/Pass (Bittner/Pfarr/unanimous 5/0) to approve accept the ambulance report as given.**

3. Fire Department – No report given.

4. Maintenance Department - Thram was present. The County came in and restriped the county roads. They went across Main

St as you come into town. He is working with the county to find a solution to that. Thram checked on the widows for the clinic and has not received an answer. Thram questioned snow removal and timing – sticking with the 24 hours after your street is plowed curb to curb residents need to move vehicles so they can clean up those spots. Thram will be doing another discharge out to the ponds and hydro flushing. Cairns question street sweeping. Mayor Sik questioned street patching.

***Motion/Second/Pass (Irlbeck/Pfarr/unanimous 5/0) to approve the Maintenance report as given.***

5. Police Department – Chief Determan was present. There were 44 calls for service in the last month. Determan has been working on the school speed zone, attending football game, and weekend hours.

***Motion/Second/Pass (Bittner/Irlbeck/unanimous 5/0) to approve the Police report as given.***

6. Administration/EDA Department – Report Submitted. Cairns questioned the Ambulance billing meeting. Cairns questioned the housing institute. Halter explained the program and the project that the group would like to work on. The project that the group is working on is to be able to fill in empty lots in towns that are owned by the cities and possibly privately owned ones. Cairns question childcare. Halter stated she has answered the questions of the nursing home management. Halter went to St. John's in Springfield to see how they run their program and ask questions. Cairns questioned the EDA potential business. Halter did not want to comment on.

***Motion/Second/Pass (Pfarr/Bittner/unanimous 5/0) to approve the Admin/EDA report as given.***

- E. Ordinances and Resolutions (can all be done in one motion) There were none.
- F. Financial Report & Approval of Claims – Halter explained the checks that have changed from the packet distributed Friday to the council were checks number 47198-47203 for a total of \$689.46. Because of the short turn around from the first of the month to this meeting, we did not get all our bills so these were added.
  1. September 2025 Financial Report
  2. Approval of Claims
  3. 2025 Pool Information

***Motion/Second/Pass (Irlbeck/Bittner/unanimous 5/0) to approve the September 2025 Financial Report, Approval of Claims and 2025 Pool information.***

#### **4. MAYOR & COUNCIL REPORTS & COMMUNICATIONS**

- A. Information for Council
  1. REC Rate Increases – Mayor Sik questioned the demand charge.

#### **5. NEXT MEETING DATES**

- A. Regular Council Meeting October 14, 2025 at 6:30 PM (Tuesday because Columbus Day.)

Council then moved to closed session to discuss an employee situation. (8:25 PM)

Council resumed regular session at 8:35 PM.

#### **6. ADJOURNMENT**

***Motion/Second/Pass (Cairns/Bittner/unanimous 5/0) to adjourn the meeting. Meeting adjourned at 8:35 PM.***

Respectfully Submitted,

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Valerie Halter  
Clerk

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Lydell Sik



# Meeting Agenda

**Meeting Date:**                **October 14, 2025**

**Meeting Subject:**        **Lamberton City Council Meeting**

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## **I.        Pursuit of Leveraged Funding**

- A.    USDA-RD: Grove Street Project; everything else
- B.    MN direct legislative appropriation – 2026 session is right around the corner
- C.    MN DEED Small Cities Development Program full application – submitted 4/14/2025
- D.    MN Public Facilities Authority (MPFA) Intended Use Plan (IUP) – Watermain Phase 2, LSLR Phase 2
- E.    CDSR (earmarks) – \$2M on the FY26 Senate Interior and Environment Appropriations Subcommittee bill, for infrastructure improvements; if awarded, grant would come through EPA, requires a 20% match; this still has a ways to go legislatively

## **II.       Grove Street**

- A.    **Motion to execute Owner-Engineer Agreement for Grove Street Project** (see attached agreement; USDA RD has reviewed and concurred)
- B.    Assessment process in progress.
  - 1.    ~~Resolution ordering Feasibility Report~~, acceptance of Feasibility Report, Improvement Hearing and ordering Preparation of Plans, Preparation of Assessment Roll and Assessment Hearing

## **III.      Lead Service Lines**

- A.    Round 2 of MDH Inventory Technical Assistance grant program
  - 1.    Inventory submitted. On time, within budget.
- B.    Service line replacements – Phase 1 (2025 construction)
  - 1.    **Motion to Approve Pay Application #1 from TE Underground, for \$61,298.75**
    - a.    Next step in the process is requesting funds from MPFA (Val & Scott)
  - 2.    A couple of items are underrunning, so there may be an opportunity to add one or two additional service lines that would have been in this project originally but had unknowns. **What is the Council's thought on this?** Would have to stay within the funding package.
  - 3.    ~~Notice of Award, Execute contract, Preconstruction meeting, Notice to Proceed,~~ Construction, Substantial Completion, Final Completion/closeout
- C.    Subsequent Phases (2, 3, 4 identified so far, to pair with watermain replacements)

**Contractor's Application for Payment**

<b>Owner:</b> <u>City of Lambertton</u> <b>Engineer:</b> <u>Bollig Engineering</u> <b>Contractor:</b> <u>TE Underground</u> <b>Project:</b> <u>Lead Service Line Replacement</u> <b>Contract:</b> <u>Lead Service Line Replacement</u>	<b>Owner's Project No.:</b> _____ <b>Engineer's Project No.:</b> <u>254013</u> <b>Contractor's Project No.:</b> _____																								
<b>Application No.:</b> <u>1</u> <b>Application Date:</b> <u>10/3/2025</u>																									
<b>Application Period:</b> From <u>9/18/2025</u> to <u>10/3/2025</u>																									
<table style="width: 100%;"><tr><td>1. Original Contract Price</td><td style="text-align: right;">\$ 229,027.50</td></tr><tr><td>2. Net change by Change Orders</td><td style="text-align: right;">\$ -</td></tr><tr><td>3. Current Contract Price (Line 1 + Line 2)</td><td style="text-align: right;">\$ 229,027.50</td></tr><tr><td>4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)</td><td style="text-align: right;">\$ 64,525.00</td></tr><tr><td>5. Retainage</td><td></td></tr><tr><td>    a. <u>5%</u> X \$ <u>64,525.00</u> Work Completed =</td><td style="text-align: right;">\$ 3,226.25</td></tr><tr><td>    b. _____ X \$ - Stored Materials =</td><td style="text-align: right;">\$ -</td></tr><tr><td>    c. Total Retainage (Line 5.a + Line 5.b)</td><td style="text-align: right;">\$ 3,226.25</td></tr><tr><td>6. Amount eligible to date (Line 4 - Line 5.c)</td><td style="text-align: right;">\$ 61,298.75</td></tr><tr><td>7. Less previous payments (Line 6 from prior application)</td><td></td></tr><tr><td>8. Amount due this application</td><td style="text-align: right;">\$ 61,298.75</td></tr><tr><td>9. Balance to finish, including retainage (Line 3 - Line 4 + Line 5.c)</td><td style="text-align: right;">\$ 167,728.75</td></tr></table>		1. Original Contract Price	\$ 229,027.50	2. Net change by Change Orders	\$ -	3. Current Contract Price (Line 1 + Line 2)	\$ 229,027.50	4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$ 64,525.00	5. Retainage		a. <u>5%</u> X \$ <u>64,525.00</u> Work Completed =	\$ 3,226.25	b. _____ X \$ - Stored Materials =	\$ -	c. Total Retainage (Line 5.a + Line 5.b)	\$ 3,226.25	6. Amount eligible to date (Line 4 - Line 5.c)	\$ 61,298.75	7. Less previous payments (Line 6 from prior application)		8. Amount due this application	\$ 61,298.75	9. Balance to finish, including retainage (Line 3 - Line 4 + Line 5.c)	\$ 167,728.75
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<b>Contractor's Certification</b> The undersigned Contractor certifies, to the best of its knowledge, the following: (1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment; (2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and (3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.																									
<b>Contractor:</b> <u>TE Underground LLC</u> <b>Signature:</b> <u>Chaim Meyer</u> <b>Date:</b> <u>10/8/25</u>																									
<b>Recommen</b> <b>By:</b> <u>[Signature]</u> <b>Title:</b> <u>Project Engineer</u> <b>Date:</b> <u>10/8/2025</u> <b>Approved by Funding Agency</b> <b>By:</b> _____ <b>Title:</b> _____ <b>Date:</b> _____	<b>Approved by Owner</b> <b>By:</b> _____ <b>Title:</b> _____ <b>Date:</b> _____ <b>By:</b> _____ <b>Title:</b> _____ <b>Date:</b> _____																								

**Progress Estimate - Unit Price Work**
**Contractor's Application for Payment**

<b>Owner:</b> <u>City of Lambertton</u> <b>Engineer:</b> <u>Bolilig Engineering</u> <b>Contractor:</b> <u>TE Underground</u> <b>Project:</b> <u>Lead Service Line Replacement</u> <b>Contract:</b> <u>Lead Service Line Replacement</u>						<b>Owner's Project No.:</b> _____ <b>Engineer's Project No.:</b> <u>254013</u> <b>Contractor's Project No.:</b> _____					
<b>Application No.:</b> <u>1</u>		<b>Application Period:</b> From <u>09/18/25</u> to <u>10/03/25</u>		<b>Application Date:</b> <u>10/03/25</u>							
A	B	C	D	E	F	G	H	I	J	K	L
Bid Item No.	Description	Contract Information				Work Completed		Materials Currently Stored (not in G) (\$)	Work Completed and Materials Stored to Date (H + I) (\$)	% of Value of Item (I / F) (%)	Balance to Finish (F - J) (\$)
		Item Quantity	Units	Unit Price (\$)	Value of Bid Item (C X E) (\$)	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) (\$)				
<b>Original Contract</b>											
1	MOBILIZATION	1	LS	30,000.00	30,000.00	0.28	8,400.00		8,400.00	28%	21,600.00
2	REMOVE CONCRETE SIDEWALK	910	SF	3.25	2,957.50	-	-		-	0%	2,957.50
3	REMOVE DRIVEWAY PAVEMENT	44	SY	30.00	1,320.00	-	-		-	0%	1,320.00
4	ELECTRICAL GROUNDING SYSTEM INVESTIGATION	25	EA	150.00	3,750.00	7	1,050.00		1,050.00	28%	2,700.00
5	INSTALL ELECTRICAL GROUNDING SYSTEM	25	EA	300.00	7,500.00	-	-		-	0%	7,500.00
6	PITCHER FILTER (W/6-MONTH FILTER)	25	EA	90.00	2,250.00	7	630.00		630.00	28%	1,620.00
7	CONNECT TO EXISTING WATER SERVICE	26	EA	500.00	13,000.00	7	3,500.00		3,500.00	27%	9,500.00
8	CONNECT TO EXISTING BUILDING PLUMBING	25	EA	800.00	20,000.00	7	5,600.00		5,600.00	28%	14,400.00
9	1" CURB STOP & BOX	5	EA	2,000.00	10,000.00	-	-		-	0%	10,000.00
10	1" CURB BOX REMOVE & REPLACE	2	EA	2,000.00	4,000.00	-	-		-	0%	4,000.00
11	1" WATER SERVICE (DIRECTIONAL DRILL)	1,110	LF	95.00	105,450.00	471	44,745.00		44,745.00	42%	60,705.00
12	4" CONCRETE SIDEWALK	885	SF	16.00	14,160.00	-	-		-	0%	14,160.00
13	6" CONCRETE SIDEWALK	25	SF	20.00	500.00	-	-		-	0%	500.00
14	7" CONCRETE DRIVEWAY PAVEMENT	44	SY	100.00	4,400.00	-	-		-	0%	4,400.00
15	12" CLASS 5 AGGREGATE SURFACING (CV)	12	SY	20.00	240.00	2	40.00		40.00	17%	200.00
16	TRAFFIC CONTROL	1	LS	2,000.00	2,000.00	0.28	560.00		560.00	28%	1,440.00
17	TURF ESTABLISHMENT AND RESTORATION	1	LS	7,500.00	7,500.00	-	-		-	0%	7,500.00
					-		-		-		-
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<b>Original Contract Totals</b>					<b>\$ 229,027.50</b>		<b>\$ 64,525.00</b>	<b>\$ -</b>	<b>\$ 64,525.00</b>	<b>28%</b>	<b>\$ 164,502.50</b>

**Progress Estimate - Unit Price Work**

**Contractor's Application for Payment**

<b>Owner:</b> <u>City of Lamberton</u> <b>Engineer:</b> <u>Bollig Engineering</u> <b>Contractor:</b> <u>TE Underground</u> <b>Project:</b> <u>Lead Service Line Replacement</u> <b>Contract:</b> <u>Lead Service Line Replacement</u>												<b>Owner's Project No.:</b> _____ <b>Engineer's Project No.:</b> <u>254013</u> <b>Contractor's Project No.:</b> _____	
<b>Application No.:</b> <u>1</u>		<b>Application Period:</b>		<b>From</b> <u>09/18/25</u>	<b>to</b> <u>10/03/25</u>	<b>Application Date:</b> <u>10/03/25</u>							
A	B	C	D	E	F	G	H	I	J	K	L		
Bid Item No.	Description	Contract Information				Work Completed		Materials Currently Stored (not in G) (\$)	Work Completed and Materials Stored to Date (H + I) (\$)	% of Value of Item (I / F) (%)	Balance to Finish (F - J) (\$)		
		Item Quantity	Units	Unit Price (\$)	Value of Bid Item (C X E) (\$)	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) (\$)						
<b>Change Orders</b>													
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Change Order Totals					\$	-		\$	-	\$	-		
<b>Original Contract and Change Orders</b>													
Project Totals					\$	229,027.50		\$	64,525.00	\$	-		
									\$	64,525.00	28%	\$	164,502.50

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

EJCDC® E-500, Agreement between Owner and Engineer for Professional Services, is published in two parts: (1) this part, the E-500 Agreement form, and (2) the Exhibits to Agreement between Engineer and Subconsultant for Professional Services. This first part contains a Guidelines for Use section that pertains to both the Agreement form and the Exhibits.

## **AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES**

Prepared by



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# **AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES**

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## AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

This is an Agreement between **City of Lamberton** (Owner) and **Bollig Inc** (Engineer). Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as **City of Lamberton 2025 Grove St. Improvements** (Project). Other terms used in this Agreement are defined in Article 7. Engineer's services under this Agreement are generally identified as **City of Lamberton 2025 Grove St. Improvements**.

Owner and Engineer further agree as follows:

### ARTICLE 1—SERVICES OF ENGINEER

#### 1.01 Scope

- A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.
- B. All phases of service will include Management of Engineering Services as shown in Exhibit A.

### ARTICLE 2—OWNER'S RESPONSIBILITIES

#### 2.01 Project Information

- A. To the extent Owner has not already provided the following, or has new, additional, or revised information from that previously provided, Owner shall provide Engineer with information and data needed by Engineer in the performance of Basic and Additional Services, including Owner's:
  - 1. design objectives and constraints;
  - 2. space, capacity, and performance requirements;
  - 3. flexibility and expandability needs;
  - 4. design and construction standards;
  - 5. budgetary limitations; and
  - 6. any other available information pertinent to the Project including reports and data relative to previous designs, construction, or investigation at or adjacent to the Site.
- B. Following Engineer's assessment of initially-available Project information and data and upon Engineer's request, Owner shall obtain, furnish, or otherwise make available (if necessary through retention of specialists or consultants) such additional Project-related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services; or, with consent of Engineer, Owner may authorize the Engineer to obtain or provide all or part of such additional information as Additional Services. Such additional information or data may include the following:
  - 1. Property descriptions.
  - 2. Zoning, deed, and other land use restrictions.
  - 3. Surveys, topographic mapping, and utility documentation.
  - 4. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.

5. Explorations and tests of subsurface conditions at or adjacent to the Site; geotechnical reports and investigations; drawings of physical conditions relating to existing surface or subsurface structures at the Site; hydrographic surveys, laboratory tests and inspections of samples, materials, and equipment; appropriate professional interpretation of such information or data.
  6. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental, historical, or cultural studies relevant to the Project, the Site, and adjacent areas.
  7. Data or consultations as required for the Project but not otherwise identified in this Agreement.
- C. Owner shall examine all alternative solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, risk manager, insurance counselor, financial/municipal advisor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
  - D. Owner shall furnish to Engineer data as to Owner's anticipated costs for services to be provided to Owner by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice) so that Engineer may assist Owner in collating the various cost categories that comprise Total Project Costs.
  - E. Owner shall advise Engineer if any invention, design, process, product, or device that Owner has requested, required, or recommended for inclusion in the Drawings or Specifications will be subject to payment (whether by Owner or Contractor) of any license fee or royalty to others, as required by patent rights or copyrights.
  - F. Owner shall inform Engineer as to whether Engineer's assistance is requested with respect to Owner's evaluation of the possible use of Project Strategies, Technologies, and Techniques, as defined in Exhibit A.
  - G. Owner shall inform Engineer as to whether Engineer's assistance is requested in identifying opportunities for enhancing the sustainability of the Project.
- 2.02 Owner's Instructions Regarding Bidding/Proposal and Front-End Construction Contract Documents
- A. Owner shall give instructions to Engineer regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable) and Owner's construction contract practices and requirements, and furnish to Engineer (or give specific directions requesting Engineer to use copies already in Engineer's possession) the following:
    1. Owner's standard contract forms, general conditions (if other than the current edition of EJCDC® C-700, Standard General Conditions of the Construction Contract), supplementary conditions, text, and related documents and content for Engineer to include in the draft Bidding/Proposal Documents, and in draft Front-End Construction Contract Documents;
    2. insurance and bonding requirements;

3. protocols for electronic transmittals during bidding and construction;
  4. Owner's safety and security programs applicable to Contractor and other Constructors;
  5. diversity and other social responsibility requirements;
  6. bidding and contract requirements of funding, financing, or regulatory entities;
  7. other specific conditions applicable to the procurement of construction or contract documents;
  8. any other information necessary for Engineer to assist Owner in preparing its Bidding/Proposal Documents and Front-End Construction Contract Documents.
- B. Owner shall have responsibility for the final content of (1) such Bidding/Proposal Documents, and (2) such Front-End Construction Contract Documents, other than content furnished by Engineer concerning the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters.
1. Owner shall seek the advice of Owner's legal counsel, risk managers, and insurance advisors with respect to the drafting and content of such documents.
- C. If there will be an advertisement soliciting bids for construction, Owner shall place and pay for such advertisement.

## 2.03 Owner-Furnished Services

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

- D. With respect to the portions or phases of the Project designed or specified by Engineer, Owner shall provide, obtain, or arrange for:
  - 1. all required reviews, approvals, consents, and permits from governmental authorities having jurisdiction, and
  - 2. such reviews, approvals, and consents from others as may be necessary for completion of each portion or phase of the Project.
- E. Owner may delegate to Contractor or others the responsibilities set forth in Paragraphs 2.03.C and D.

#### 2.04 Owner's General Responsibilities

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

- I. If Owner designates a construction manager, site representative, or any individual or entity other than, or in addition to, Engineer to represent Owner at the Site, Owner shall define and set forth as an exhibit to this Agreement the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.
- J. Owner shall:
  1. Attend and participate in the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job-related meetings, and Site visits to determine Substantial Completion and readiness of the completed Work for final payment.
  2. Primarily communicate with Engineer's Subcontractors and Subconsultants through the Engineer.
    - a. Promptly inform Engineer of the substance of any communications between Owner and Engineer's Subcontractors or Subconsultants.
    - b. Refrain from directing the services of Engineer's Subcontractors or Subconsultants.
  3. Authorize Engineer to provide Additional Services as set forth in Article 2 of Exhibit A of the Agreement, as required.
  4. Perform or provide the following:
    - a. **Not Applicable.**
- K. **Owners are responsible for compliance with Domestic Preference Requirements and will be responsible for the following:**
  1. **Sign agreements for engineering services, construction contracts, and all other appropriate and necessary documents which include Domestic Preference language.**
  2. **Sign change orders (i.e., C-941 of EJCDC) and partial payment estimates (i.e., C-620 of EJCDC) and thereby acknowledge responsibility for compliance with Domestic Preference requirements.**
  3. **Where the Owner directly procures products, Owner will obtain Manufacturers' Certifications and provide copies to Engineer and Contractor.**

## 2.05 Payment

- A. Owner shall pay Engineer as set forth in Article 4 and Exhibit J.
- B. Engineer's compensation is summarized as follows; if there is a conflict between the following summary and the contents of Exhibit J, then Exhibit J will prevail.

Description of Service		Amount	Basis of Compensation
1.	Basic Services (Article 1 of Exhibit A)	\$218,000	Lump Sum
2.	Resident Project Representative Services	\$58,000	Std Hourly Rates
3.	Additional Services (Article 2 of Exhibit A)	\$7,000	Std Hourly Rates
4.	Additional Services (Funding Administration)	\$25,000	Std Hourly Rates

Based on a two-month continuous construction period.

1. Compensation items and totals based in whole or in part on Hourly Rates, Direct Labor, or Percentage of Construction Cost are estimates only.
2. Lump sum amounts incorporate Engineer's labor, overhead, profit, and Engineer's Subcontractor and Subconsultants' charges.
3. **Engineer's compensation for each delineated service summarized above will not be exceeded without the concurrence of the Agency.**

### ARTICLE 3—SCHEDULE FOR RENDERING SERVICES

#### 3.01 Commencement

- A. Engineer is authorized to begin rendering services as of the Effective Date.

#### 3.02 Time for Completion

- A. Engineer shall complete its obligations within a reasonable time. Specific periods of time for rendering services, or specific dates by which services are to be completed, are provided in Exhibit B, and are hereby agreed to be reasonable.
- B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, will be adjusted equitably.
- C. If Owner authorizes changes in the scope, extent, or character of the Project or Engineer's services, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, will be adjusted equitably.
- D. If Engineer fails, for reasons within control of Engineer, to complete the performance required in this Agreement within the time set forth, as duly adjusted, then Owner shall be entitled, as its sole remedy, to the recovery of direct damages to the extent, if any, resulting from such failure by Engineer.

### ARTICLE 4—INVOICES AND PAYMENTS

#### 4.01 Invoices

- A. Preparation and Submittal of Invoices: Engineer shall prepare invoices in accordance with its standard invoicing practices, the progress reporting and special invoicing requirements (if any) in Exhibit A Paragraph 1.01.A, and the terms of Exhibit J. **Invoices will include a breakdown of services provided.** Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.

#### 4.02 Payments

- A. Application to Interest and Principal: Payment will be credited first to any interest owed to Engineer and then to principal.
- B. Disputed Invoices: If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so; may

withhold only that portion so disputed; and must pay the undisputed portion, subject to the terms of Paragraph 4.01. After a disputed item has been resolved, Engineer shall include the agreed-upon amount on a new invoice.

- C. Failure to Pay: If Owner fails to make any undisputed payment due Engineer within 30 days after receipt of Engineer's invoice, then:
  - 1. amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day, and
  - 2. Engineer may, after giving 7 days' written notice to Owner, suspend services under this Agreement until Owner has paid in full amounts due. Owner waives any and all claims against Engineer for any such suspension.
- D. Sales or Use Taxes: If after the Effective Date any governmental entity takes an action that imposes additional sales or use taxes on Engineer's services or compensation under this Agreement, then Engineer may invoice such additional sales or use taxes for reimbursement by Owner. Owner shall reimburse Engineer for the cost of such invoiced additional sales or use taxes; such reimbursement will be in addition to the compensation to which Engineer is entitled under the terms of Exhibit J.

## ARTICLE 5—OPINIONS OF COST

### 5.01 Opinions of Probable Construction Cost

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

### 5.02 Opinions of Total Project Costs

- A. The services, if any, of Engineer with respect to Total Project Costs will be limited to assisting the Owner in tabulating the various categories that comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs. **Opinions of Total Project Costs and any revisions thereof must reflect compliance with Domestic Preference requirements.**

## ARTICLE 6—GENERAL CONSIDERATIONS

### 6.01 Standards of Performance

- A. Standard of Care: The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under

this Agreement or otherwise, in connection with any services performed or furnished by Engineer.

- B. Technical Accuracy: Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.
- C. Engineer's Subcontractors and Subconsultants: Engineer may retain such Engineer's Subcontractors and Subconsultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.
- D. Reliance on Others: Subject to the standard of care set forth in Paragraph 6.01.A, Engineer may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- E. Compliance with Laws and Regulations, and Policies and Procedures
  - 1. Engineer and Owner shall comply with applicable Laws and Regulations.
  - 2. Engineer shall comply with the policies, procedures, and instructions of Owner that are applicable to Engineer's performance of services under this Agreement and that Owner provides to Engineer in writing, subject to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.
  - 3. This Agreement is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date. The following may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation:
    - a. changes after the Effective Date to Laws and Regulations,
    - b. the receipt by Engineer after the Effective Date of Owner-provided written policies and procedures, and
    - c. changes after the Effective Date to Owner-provided written policies or procedures.
- F. General Conditions of Construction Contract: The general conditions for any Construction Contract Documents prepared hereunder are to be the current edition of EJCDC® C-700, Standard General Conditions of the Construction Contract, prepared by the Engineers Joint Contract Documents Committee, unless expressly indicated otherwise.
- G. Copies of Drawings and Specifications: If Engineer is required to prepare or furnish Drawings or Specifications under this Agreement, Engineer shall deliver to Owner at least one complete electronic copy of such Drawings and Specifications, signed and sealed according to applicable Laws and Regulations, and one complete printed copy, duly signed and sealed.
- H. Engineer shall not be required to sign any document, no matter by whom requested, that would result in Engineer having to certify, guarantee, or warrant conditions whose existence Engineer cannot ascertain within the authorized scope of Engineer's services. Owner agrees



not to make resolution of any dispute with Engineer or payment of any amount due to Engineer in any way contingent upon Engineer signing any such document.

- I. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor will Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a Constructor to comply with Laws and Regulations applicable to that Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
- J. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform the Work in accordance with the Construction Contract Documents.
- K. Engineer shall not be responsible for any decision made regarding the Construction Contract Documents, or any application, interpretation, clarification, or modification of the Construction Contract Documents, other than those made by Engineer.
- L. Engineer is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.
- M. Engineer's services do not include providing legal advice or representation.
- N. Engineer's services do not include (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission, or (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances.
- O. While at the Site, Engineer, its Subconsultants, and Engineer's Subcontractors, and their employees and representatives will comply with the applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.

#### 6.02 Ownership and Use of Documents

- A. All Documents are instruments of service, and Engineer owns the Documents, including all associated copyrights and the right of reuse at the discretion of the Engineer. Engineer shall continue to own the Documents and all associated rights whether or not the Project is completed.
  - 1. Owner may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Project.
  - 2. Engineer grants Owner a limited license to use the Documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all services relating to preparation of the Documents, and subject to the following limitations:

- a. Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer;
  - b. any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and Subconsultants;
  - c. Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Subconsultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the Documents without written verification, completion, or adaptation by Engineer; and
  - d. such limited license to Owner shall not create any rights in third parties.
- B. If Engineer at Owner's request verifies the suitability of the Documents, completes them, or adapts them for extensions of the Project or for any other purpose, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.
- C. Engineer shall inform Owner if Engineer is aware of any invention, design, process, product, or device specified in the Drawings, Specifications, or other Documents that is subject to payment (whether by Owner or Contractor) of any license fee or royalty to others, as required by patent rights or copyrights. If Engineer's good-faith inclusion in the Drawings, Specifications, or other Documents of new, innovative, or non-standard technologies, for the benefit of Owner and the Project, results in third-party claims of infringement or violation of intellectual property rights, then Owner and Engineer shall share equally the costs of defending against, settling, or paying such claims.
- D. Engineer will obtain Owner's consent, which will not be unreasonably withheld, prior to releasing any publicity, including news and press releases, promotional publications, award and prize competition submittals, and other advertising regarding the subject matter of this Agreement. Nothing herein will limit the Engineer's right to include information in statements of qualifications and proposals to others accurately describing its participation and participation of employees in the Project.

#### 6.03 Electronic Transmittals

- A. To the fullest extent practical, Owner and Engineer agree to transmit, and accept, Project-related correspondence, Documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with Exhibit F, Electronic Documents Protocol (EDP).
  - 1. Compliance with the EDP by Engineer shall be considered a Basic Service and no direct or separate compensation will be paid to Engineer for such compliance, unless provisions for separate compensation are expressly set forth in the EDP.
  - 2. Engineer's costs directly attributable to changes in Engineer's Electronic Documents obligations, after the effective date of this Agreement, necessitated by revisions to

Exhibit F, delayed adoption of Exhibit F, or implementation of other Electronic Documents protocols, will be compensated as Additional Services.

- B. If this Agreement does not include Exhibit F or otherwise does not establish or include protocols for transmittal of Electronic Documents by Electronic Means, then Owner and Engineer may operate without specific protocols or may jointly develop such protocols at a later date.
- C. Except as stated otherwise in Exhibit F (if included in this Agreement), when transmitting Electronic Documents by Electronic Means, the transmitting party makes no representations as to long term compatibility, usability, or readability of the Electronic Documents resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the Electronic Documents, or from those established in applicable protocols.
- D. This Agreement (including the EDP) is not intended to create obligations for Owner or Engineer with respect to transmittals to or from third parties, except as expressly stated in the EDP.

#### 6.04 Insurance

- A. Engineer shall procure and maintain insurance as set forth in Exhibit G.
- B. Additional Insureds: The Engineer's commercial general liability, automobile liability, and umbrella or excess liability policies, must:
  - 1. include and list as additional insureds Owner, and any individuals or entities identified as additional insureds in Exhibit G;
  - 2. include coverage for the respective officers, directors, members, partners, and employees of all such additional insureds;
  - 3. afford primary coverage to these additional insureds for all claims covered thereby (including as applicable those arising from both ongoing and completed operations); and
  - 4. not seek contribution from insurance maintained by the additional insured.
- C. Owner shall procure and maintain insurance as set forth in Exhibit G.
- D. Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, motor vehicle damage and injuries, and other insurance necessary to protect Owner's and Engineer's interests in the Project. Owner shall require Contractor to cause Engineer, its Subconsultants, and Engineer's Subcontractors to be listed as additional insureds with respect to such liability insurance purchased and maintained by Contractor for the Project. Owner shall give Engineer access to any certificates of insurance and copies of endorsements and policies obtained by Owner from Contractor.
- E. Owner and Engineer shall each deliver to the other certificates of insurance evidencing the coverages indicated in Exhibit G. Such certificates must be furnished prior to commencement of Engineer's services and at renewals thereafter during the life of the Agreement.
  - 1. Upon request by Owner or any other insured, Engineer shall also furnish other evidence of such required insurance, including but not limited to copies of policies and

endorsements, documentation of applicable self-insured retentions (if allowed) and deductibles, full disclosure of all relevant exclusions, and evidence of insurance required to be purchased and maintained by Subconsultants and Engineer's Subcontractors. In any documentation furnished under this provision, Engineer may redact (a) any confidential premium or pricing information and (b) any wording specific to projects or jurisdictions other than those applicable to this Agreement.

- F. All construction contracts entered into by Owner with respect to the Project must require builder's risk or similar property insurance.
- G. All policies of property insurance relating to the Project, including but not limited to any builder's risk or similar policy, must allow for waiver of subrogation rights and contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insured thereunder or against Engineer, its Subconsultants, or Engineer's Subcontractors. Owner and Engineer waive all rights against each other, Contractor, Engineer's Subcontractors and Subconsultants, and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by any such builder's risk or similar policy and any other property insurance relating to the Project. Owner and Engineer shall take appropriate measures in other Project-related contracts to secure waivers of rights consistent with those set forth in this paragraph.
- H. All policies of insurance must contain a provision or endorsement that the coverage afforded will not be canceled, and that renewal will not be refused, until at least 10 days' prior written notice has been given to the primary insured. Upon receipt of such notice, the primary insured must promptly forward a copy of the notice to the other party to this Agreement and replace the coverage being cancelled or reduced to conform to the requirements of this Agreement.
- I. At any time, Owner may request that Engineer, or Engineer's Subcontractors or Subconsultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by Owner, and if commercially available, Engineer shall obtain and shall require Engineer's Subcontractors or Subconsultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and Exhibit G will be supplemented to incorporate these requirements.

## 6.05 Suspension and Termination

### A. Suspension

- 1. By Owner: Owner may suspend Engineer's services for up to 90 days upon 7 days' written notice to Engineer.
- 2. By Engineer: Engineer may, after giving 7 days' written notice to Owner, suspend services under this Agreement:
  - a. if Owner has failed to pay Engineer for invoiced services and expenses, as set forth in Paragraphs 4.02.B and 4.02.C;

- b. in response to the presence of Constituents of Concern at the Site, as set forth in Paragraph 6.09.D; or
- c. if persistent circumstances beyond the control of Engineer have prevented it from performing its obligations under this Agreement.

**B. Termination for Cause**

1. Either party may terminate the Agreement for cause upon 30 days' written notice in the event of substantial failure by the other party to perform in accordance with the terms of the Agreement, through no fault of the terminating party.
  - a. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 6.05.B.1 if the party receiving such notice begins, within 7 days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30-day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein will extend up to, but in no case more than, 60 days after the date of receipt of the notice.
2. In addition to its termination rights in Paragraph 6.05.B.1, Engineer may terminate this Agreement for cause upon 7 days' written notice:
  - a. if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional;
  - b. if Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control; or
  - c. as the result of the presence at or adjacent to the Site of undisclosed Constituents of Concern, as set forth in Paragraph 6.09.E.
3. Engineer will have no liability to Owner on account of any termination by Engineer for cause.

**C. Termination for Convenience:** Owner may terminate this Agreement for convenience, effective upon Engineer's receipt of notice from Owner.

**D. Extension of Effective Date of Termination:** If Owner terminates the Agreement for cause or convenience, Owner may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files. Engineer shall be entitled to compensation for such tasks.

**E. Payments Upon Termination:** In the event of any termination under Paragraph 6.05, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all reimbursable expenses incurred through the effective date of termination. Upon making such payment, Owner will have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.02.A.

1. If Owner has terminated the Agreement for cause and disputes Engineer's entitlement to compensation for services and reimbursement of expenses, then Engineer's entitlement to payment and Owner's rights to the use of the Documents will be resolved in accordance with the dispute resolution provisions of this Agreement or as otherwise agreed in writing.
2. If Owner has terminated the Agreement for convenience, or if Engineer has terminated the Agreement for cause, then Engineer will be entitled, in addition to the payments identified above, to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's Subcontractors or Subconsultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit J.

#### 6.06 Successors, Assigns, and Beneficiaries

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

#### 6.07 Dispute Resolution

- A. Unless otherwise required by Exhibit H, Owner and Engineer shall resolve all disputes in the following manner:
  1. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice, prior to invoking mediation.
  2. Owner and Engineer agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof ("Disputes") to mediation. Owner and

Engineer agree to participate in the mediation process in good faith. The process will be conducted on a confidential basis, and must be completed within 120 days.

3. If the parties fail to resolve a Dispute through negotiations under Paragraph 6.07.A.1 or mediation under Paragraph 6.07.A.2, then:
  - a. either or both may invoke the applicable dispute resolution procedures of Exhibit H for final resolution of Disputes.
  - b. If Exhibit H is not included, or if no final dispute resolution method is specified in Exhibit H, then the parties may exercise their rights at law.

#### 6.08 Controlling Law; Venue

- A. This Agreement is to be governed by the Laws and Regulations of the state in which the Project is located.
- B. Venue for any exercise of rights at law will be the state court having jurisdiction at the location of the Project; or at the choice of either party, and if federal jurisdictional requirements can be met, in federal court in the district in which the Project is located.

#### 6.09 Environmental Condition of Site

- A. Owner represents to Engineer that, as of the Effective Date, to the best of Owner's knowledge, no Constituents of Concern, other than those disclosed in writing to Engineer, exist at or adjacent to the Site.
- B. Undisclosed Constituents of Concern: For purposes of this Paragraph 6.09, the presence at or adjacent to the Site of Constituents of Concern that were not disclosed to Engineer pursuant to Paragraph 6.09.A, in such quantities or circumstances that such Constituents of Concern may present a danger to persons or property exposed to them, will be referred to as "undisclosed" Constituents of Concern.
  1. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated in the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of this Agreement or the Construction Contract, are not undisclosed Constituents of Concern.
  2. Constituents of Concern that are to be located, identified, studied, removed, or remediated as part of the services under this Agreement are not undisclosed Constituents of Concern.
  3. Constituents of Concern that are to be located, identified, studied, removed, or remediated as part of the services under another professional services contract for Owner, or as part of the work under a construction or remediation contract, are not undisclosed Constituents of Concern if Engineer has been informed of the general scope of such contract.
- C. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (1) Owner and (2) appropriate authorities having jurisdiction if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.
- D. It is acknowledged by both parties that Engineer's scope of services does not include any services related to undisclosed Constituents of Concern. If Engineer or any other party

encounters, uncovers, or reveals an undisclosed Constituent of Concern, or if encountered, uncovered, or revealed Constituents of Concern are present in substantially greater quantities or substantially different locations than disclosed or anticipated, or if investigative or remedial action, or other professional services, are necessary or required by applicable Laws and Regulations with respect to such Constituents of Concern, then Engineer may, at its option and without liability for direct, consequential, or any other damages, suspend performance of services on the portion of the Project adversely affected thereby until such portion of the Project is no longer so affected; and Owner shall promptly determine whether to retain a qualified expert to evaluate such condition or take any necessary corrective action.

- E. If the presence at the Site of undisclosed Constituents of Concern, or of Constituents of Concern in substantially greater quantities or in substantially different locations than disclosed or anticipated, adversely affects the performance of Engineer's services under this Agreement, then:
  - 1. if the adverse effects do not preclude Engineer from completing its Project services in general accordance with this Agreement on unaffected or marginally affected portions of the Project, Engineer may accept an equitable adjustment in its compensation or in the time of completion, or both; and the Agreement will be amended to reflect changes necessitated by the presence of such Constituents of Concern; or
  - 2. if the adverse effects are of such materiality to the overall performance of Engineer that it cannot complete its services without significant changes to the scope of services, time of completion, and compensation, then Engineer may terminate this Agreement for cause on 7 days' written notice.
- F. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and will not be required to become an "owner," "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

#### 6.10 Indemnification and Mutual Waiver

- A. Indemnification by Engineer: To the fullest extent permitted by Laws and Regulations, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, and employees, from losses, damages, and judgments (including reasonable consultants' and attorneys' fees and expenses) arising from third-party claims or actions relating to the Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, members, partners, agents, employees, Subconsultants, or Engineer's Subcontractors. This indemnification provision is subject to and limited by the provisions, if any, agreed to by Owner and Engineer in Exhibit I, "Limitations of Liability."
- B. Environmental Indemnification: To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Engineer, its Subconsultants, Engineer's

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EJCDC® E-500, Agreement between Owner and Engineer for Professional Services.

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Modified to include RD edits from RUS Bulletin 1780-26 (5/10/2024).



Subcontractors, and their officers, directors, members, partners, agents, employees, and subconsultants from all claims, costs, losses, damages, actions, and judgments (including reasonable consultants' and attorney's fees and expenses) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under the Site, provided that:

1. any such claim, cost, loss, damages, action, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and
  2. nothing in this paragraph obligates Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.
- C. No Defense Obligation: The indemnification commitments in this Agreement do not include a defense obligation by the indemnitor unless such obligation is expressly stated.
- D. Percentage Share of Negligence: To the fullest extent permitted by Laws and Regulations, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, will not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.
- E. Mutual Waiver: To the fullest extent permitted by Laws and Regulations, Owner and Engineer waive against each other, and the other's officers, directors, members, partners, agents, employees, subconsultants, and insurers, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes. Such excluded damages include but are not limited to loss of profits or revenue; loss of use or opportunity; loss of good will; cost of substitute facilities, goods, or services; and cost of capital.

#### 6.11 Records Retention

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

#### 6.12 Miscellaneous Provisions

- A. Notices: Any notice required under this Agreement will be in writing, and delivered: in person (by commercial courier or otherwise); by registered or certified mail; or by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line. All such notices are effective upon the date of receipt.
- B. Survival: Subject to applicable Laws and Regulations, all express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- C. Severability: Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Owner and Engineer.

- D. No Waiver: A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Agreement.
- E. Accrual of Claims: To the fullest extent permitted by Laws and Regulations, all causes of action arising under this Agreement will be deemed to have accrued, and all statutory periods of limitation will commence, no later than the date of Substantial Completion; or, if Engineer's services do not include Construction Phase services, or the Project is not completed, then no later than the date of Owner's last payment to Engineer.

## **ARTICLE 7—DEFINITIONS**

### **7.01 Defined Terms**

- A. Wherever used in this Agreement (including the exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits, or in the following definitions:
  - 1. Addenda—Written or graphic instruments issued prior to the opening of bids which clarify, correct, or change the bidding requirements or the proposed Construction Contract Documents.
  - 2. Additional Services—The services to be performed for or furnished to Owner by Engineer in accordance with Article 2 of Exhibit A of this Agreement.
  - 3. Agreement—This written contract for professional services between Owner and Engineer, including all exhibits identified in Paragraph 8.01 and any duly executed amendments.
  - 4. Application for Payment—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Construction Contract.
  - 5. Basic Services—The services to be performed for or furnished to Owner by Engineer in accordance with Article 1 of Exhibit A of this Agreement.
  - 6. Bidding/Proposal Documents—Documents related to the selection of the Contractor, including advertisements or invitations to bid; requests for proposals; instructions to bidders or proposers, including any attachments such as lists of available Site-related documents; bid forms; bids; proposal forms; proposals; bidding requirements; and qualifications documents.
  - 7. Change Order—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Construction Contract Price or the Construction Contract Times, or other revision to the Construction Contract, issued on or after the effective date of the Construction Contract.
  - 8. Change Proposal—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth in the Construction Contract, seeking an adjustment in Construction Contract Price or Construction Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the

Construction Contract Documents or the acceptability of Work under the Construction Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Construction Contract.

9. Constituents of Concern—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), lead-based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to Laws and Regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
10. Construction Contract—The entire and integrated written contract between Owner and Contractor concerning the Work.
11. Construction Contract Documents—Those items designated as “Contract Documents” in the Construction Contract, and which together comprise the Construction Contract. See also definition of “Front-End Construction Contract Documents” below.
12. Construction Contract Price—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Construction Contract Documents.
13. Construction Contract Times—The number of days or the dates by which Contractor must: (a) achieve milestones, if any, in the Construction Contract; (b) achieve Substantial Completion; and (c) complete the Work.
14. Construction Cost—The cost to Owner of the construction of those portions of the entire Project designed or specified by or for Engineer under this Agreement, including construction labor, services, materials, equipment, insurance, and bonding costs, and allowances for contingencies. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damages to property; Owner’s costs for legal, accounting, insurance counseling, or auditing services; interest or financing charges incurred in connection with the Project; or the cost of other services to be provided by others to Owner. Construction Cost is one of the items comprising Total Project Costs.
15. Constructor—Any person or entity (not including the Engineer, its employees, agents, representatives, or Subconsultants, or Engineer’s Subcontractors), performing or supporting construction activities relating to the Project, including but not limited to Contractors, Subcontractors, Suppliers, Owner’s work forces, utility companies, other contractors, construction managers, design-builders, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
16. Contractor—The entity or individual with which Owner enters into a Construction Contract.
17. Documents—All documents expressly identified as deliverables in this Agreement, whether in printed or Electronic Document form, required by this Agreement to be provided or furnished by Engineer to Owner. Such specifically required deliverables may include, by way of example, Drawings, Specifications, data, reports, building information models, and civil integrated management models.

18. Drawings—That part of the Construction Contract Documents that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
19. Effective Date—The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, the date on which this Agreement is signed and delivered by the last of the parties to sign and deliver.
20. Electronic Document—Any Project-related correspondence, attachments to correspondence, data, documents, drawings, information, or graphics, including but not limited to Shop Drawings and other Submittals, that are in an electronic or digital format.
21. Electronic Means—Electronic mail (e-mail), upload/download from a secure Project website, or other communications methods that allow: (a) the transmission or communication of Electronic Documents; (b) the documentation of transmissions, including sending and receipt; (c) printing of the transmitted Electronic Document by the recipient; (d) the storage and archiving of the Electronic Document by sender and recipient; and (e) the use by recipient of the Electronic Document for purposes permitted by this Agreement. Electronic Means does not include the use of text messaging, or of Facebook, Twitter, Instagram, or similar social media services for transmission of Electronic Documents.
22. Engineer—The individual or entity named as such in this Agreement.
23. Engineer's Subcontractor—An individual, firm, vendor, or other entity having a contract with Engineer to furnish general services, equipment, or materials with respect to the Project as an independent contractor.
24. Field Order—A written order issued by Engineer which requires minor changes in the Work but does not change the Construction Contract Price or the Construction Contract Times.
25. Front-End Construction Contract Documents—Those Construction Contract Documents whose primary purpose is to establish legal and contractual terms and conditions, typically including the Owner-Contractor agreement, bonds, general conditions, and supplementary conditions. The term excludes the Drawings and Specifications, and any Construction Contract Documents delivered or issued after the effective date of the Construction Contract.
26. Laws and Regulations; Laws or Regulations—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
27. Owner—The individual or entity named as such in this Agreement and for which Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning the Project.
28. Project—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the services to be performed or furnished by Engineer under this Agreement are a part.

29. Record Drawings—Drawings depicting the completed Project, or a specific portion of the completed Project, prepared by Engineer and based on Contractor's record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.
30. Resident Project Representative—The authorized representative of Engineer assigned to assist Engineer at the Site during the Construction Phase. As used herein, the term Resident Project Representative (RPR) includes any assistants or field staff of the RPR.
31. Samples—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
32. Shop Drawings—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Construction Contract Documents.
33. Site—Lands or areas to be indicated in the Construction Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.
34. Specifications—The part of the Construction Contract Documents that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
35. Subconsultant—An individual, design firm, consultant, or other entity having a contract with Engineer to furnish professional services with respect to the Project as an independent contractor.
36. Subcontractor—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
37. Submittal—A written or graphic document, prepared by or for Contractor, which the Construction Contract Documents require Contractor to submit to Engineer, or that is indicated as a Submittal in the Schedule of Submittals accepted by Engineer. Submittals may include Shop Drawings and Samples; schedules; product data; Owner-delegated designs; sustainable design information; information on special procedures; testing plans; results of tests and evaluations, source quality-control testing and inspections, and field or Site quality-control testing and inspections; warranties and certifications; Suppliers' instructions and reports; records of delivery of spare parts and tools; operations and maintenance data; Project photographic documentation; record documents; and other such documents required by the Construction Contract Documents. Submittals, whether or not approved or accepted by Engineer, are not Construction Contract Documents. Change Proposals, Change Orders, Claims, notices, Applications for Payment, and requests for interpretation or clarification are not Submittals.

38. Substantial Completion—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Construction Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.
39. Supplier—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
40. Total Project Costs—The total cost of planning, studying, designing, constructing, testing, commissioning, and start-up of the Project, including Construction Cost and all other Project labor, services, materials, equipment, insurance, and bonding costs, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other Project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties and private utilities (including relocation if not part of Construction Cost), Owner’s costs for legal, accounting, insurance counseling, and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner.
41. Underground Facilities—All active or not-in-service underground lines, pipelines, conduits, ducts, encasements, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or systems at the Site, including but not limited to those facilities or systems that produce, transmit, distribute, or convey telephone or other communications, cable television, fiber optic transmissions, power, electricity, light, heat, gases, oil, crude oil products, liquid petroleum products, water, steam, waste, wastewater, storm water, other liquids or chemicals, or traffic or other control systems. An abandoned facility or system is not an Underground Facility.
42. Work—The entire construction or the various separately identifiable parts thereof required to be provided under the Construction Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Construction Contract Documents.
43. Work Change Directive—A written directive to Contractor issued on or after the effective date of the Construction Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.
44. **Agency – The Rural Utilities Service or any designated representative of Rural Utilities Service, including USDA, Rural Development.**
45. **Contractor’s Certification - A certification submitted by Contractor that, to the best of the Contractor’s knowledge and belief, all Work complies with Domestic Preference requirements.**

46. **Domestic Preference – The Build America, Buy America Act (BABA) requirements under Title IX of the Infrastructure Investment and Jobs Act (IIJA), Pub. L. 117-58, §§ 70901-70953, and in accordance with 2 CFR 184.**

47. **Manufacturer’s Certification - Documentation provided by the Manufacturer stating that Domestic Preference requirements have been satisfied for all provided items.**

B. Terminology

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

## **ARTICLE 8—EXHIBITS AND SPECIAL PROVISIONS**

### **8.01 Exhibits to Agreement**

The following exhibits are incorporated by reference and included as part of this Agreement:

- A. Exhibit A, Engineer’s Services.
- B. Exhibit B, Deliverables Schedule.
- C. Exhibit C, Amendment to Owner-Engineer Agreement (form).
- D. Exhibit D, Duties, Responsibilities and Limitations of Authority of Resident Project Representative.
- E. Exhibit E, EJCDC® C-626, Notice of Acceptability of Work (form).
- F. Exhibit F – **Not Used**
- G. Exhibit G, Insurance.
- H. Exhibit H, Dispute Resolution.
- I. Exhibit I, Limitations of Liability.
- J. Exhibit J, Payments to Engineer for Services and Reimbursable Expenses.

### **8.02 Total Agreement**

- A. This Agreement (which includes the exhibits listed above) constitutes the entire contractual agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties. Amendments should be based whenever possible on the format of Exhibit C to this Agreement.

### **8.03 Designated Representatives**

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

### **8.04 Engineer's Certifications**

- A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.04:

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

#### 8.05 Conflict of Interest

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

#### 8.06 Federal Requirements

- A. **Agency Concurrence.** This Agreement shall not be effective unless the Funding Agency's designated representative concurs. No amendment to this Agreement shall be effective unless the Funding Agency's designated representative concurs. Agency concurrence does not constitute a commitment to provide financial assistance or payments hereunder but does signify that this Agreement conforms to Agency's applicable requirements.
- B. **Audit and Access to Records.** Owner, Agency, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Engineer which are pertinent to the Agreement, for the purpose of making audits, examinations, excerpts, and transcriptions. Engineer shall maintain all required records for three years after final payment is made and all other pending matters are closed.
- C. **Restrictions on Lobbying.** Engineer and each Consultant shall comply with "Restrictions on Lobbying" if they are recipients of engineering services contracts and subcontracts that exceed \$100,000 at any tier. If applicable, Engineer must complete a certification form on lobbying activities related to a specific Federal loan or grant that is a funding source for this



Agreement. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other applicable award. Each tier shall disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Certifications and disclosures are forwarded from tier to tier up to the Owner. Necessary certification and disclosure forms shall be provided by Owner.

- D. **Suspension and Debarment.** Engineer certifies, by signing this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency. Engineer will not contract with any Consultant for this project if it or its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. Necessary certification forms shall be provided by the Owner. The Engineer will complete and submit a form AD-1048, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – lower tier transactions," to the Owner.
- E. **Telecommunications and Video Surveillance Services or Equipment Prohibitions.** The telecommunication and video surveillance services and equipment prohibitions under 2 CFR 200.216 apply to this contract. This contract may not be used to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Covered telecommunications equipment is:
  - 1. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such Entities).
  - 2. Video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
  - 3. Telecommunications or video surveillance services provided by such entities or using such equipment.
  - 4. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

This Agreement's Effective Date is **September 8, 2025**.

Owner:

City of Lamberton

(name of organization)

By:

(individual's signature)

Date: 9/8/2025

(date signed)

Name: Lydell Sik

(typed or printed)

Title: Mayor

(typed or printed)

Attach evidence of authority to sign.

Attest:

(individual's signature)

Title:

(typed or printed)

Address for giving notices:

City of Lamberton

112 Second Avenue West, PO Box 356

Lamberton, MN 56152

Designated Representative:

Name: Valerie Halter

(typed or printed)

Title: Clerk/Treasurer/Administrator

(typed or printed)

Address:

City of Lamberton

112 Second Avenue West, PO Box 356

Lamberton, MN 56152

Phone: 507-752-7601

Email: vhalter@lambertonmn.com

Engineer:

Bollig Inc

(name of organization)

By:

(individual's signature)

Date: 9/8/2025

(date signed)

Name: Brian F. Bollig

(typed or printed)

Title: President

(typed or printed)

Attach evidence of authority to sign.

Attest:

(individual's signature)

Title:

(typed or printed)

Address for giving notices:

Bollig Inc

1721 Technology Drive NE, Suite 100

Willmar, MN 56201

Designated Representative:

Name: Brian F. Bollig

(typed or printed)

Title: President

(typed or printed)

Address:

Bollig Inc

1721 Technology Drive NE, Suite 100

Willmar, MN 56201

Phone: 320-235-2555

Email: bbollig@bollig-engineering.com

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

EJCDC® E-500, Agreement between Owner and Engineer for Professional Services, is published in two parts: (1) the E-500 Agreement form, and (2) this Exhibits document, consisting of the standard exhibits used with E-500. The first of the two parts contains a Guidelines for Use section that pertains to both the Agreement form and the Exhibits.

## **EXHIBITS TO AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES**

Prepared By



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# EXHIBITS TO AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

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Article 1 of the Agreement, Services of Engineer, is supplemented to include the following provisions:

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

Project Title:	Lamberton 2025 Grove St. Improvements
Type and Size of Facility:	
Description of Improvements:	Utility Improvements
Expected Construction Start:	2026
Prior Studies, Reports, Plans:	
Facility Location(s):	Lamberton, MN
Current Project Budget:	\$1,819,000 (total project cost)
Funding Sources:	USDA Rural Development
Known Design Standards:	
Known Project Limitations:	
Project Assumptions:	
Other Pertinent Information:	

Engineer shall provide Basic and Additional Services as set forth below.

## ARTICLE 1—BASIC SERVICES

### 1.01 Management of Engineering Services

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

- B. In all phases of Engineer's services, Engineer shall prepare draft and final Drawings in accordance with **Engineer's CAD standards**, using **Autocad Civil 3D 2023**.
- C. The source documents for the draft and final Specifications in all phases of Engineer's services will be **Engineer's standard specifications**, unless otherwise mutually agreed upon by the parties.
- D. **In all phases of Engineer's services, Engineer is responsible for Domestic Preference compliance documentation for the project. This includes but is not limited to:**
  - 1. **Obtaining manufacturers' certifications for items specified by Engineer as sole source.**
  - 2. **Verifying and certifying that all items subject to Domestic Preference specified in the contract are available domestically or are covered by a waiver.**
  - 3. **Reviewing change order proposals, shop drawings, payment applications, proposed substitutes and "or-equals," and any other submittals to ensure Manufacturer Certifications are submitted for all items subject to Domestic Preference requirements.**
  - 4. **Ensuring that all Manufacturers' Certifications provided by the contractor comply with Domestic Preference requirements.**
  - 5. **Maintaining all Domestic Preference documentation throughout the project and providing Contractor's and Manufacturers' Certifications to Owner upon final completion of the Work. Provide a copy of the Contractor's Certification to Agency.**
  - 6. **Certifying, upon final completion of the Work, that the project complies with Domestic Preference requirements (signing EJCDC C-626 Notice of Acceptability of Work will suffice for this certification).**
- E. **In all phases of Engineer's services, Engineer is responsible for ensuring the project does not violate the prohibitions on telecommunication and video surveillance services and equipment under 2 CFR 200.216.**

1.02 Study and Report Phase

- A. Engineer shall:
  - 1. Consult with Owner to define and clarify Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations, and identify available data, information, reports, facilities plans, and site evaluations.
    - a. If Owner has already identified one or more potential solutions to meet its Project requirements, then proceed with the study and evaluation of the Owner-identified potential solutions listed here:
      - 1) **None**
    - b. ~~If Owner has not identified specific potential solutions for study and evaluation, then assist Owner in determining whether Owner's requirements, and available data, reports, plans, and evaluations, point to a single potential solution for~~



~~Engineer's study and evaluation, or are such that it will be necessary for Engineer to identify, study, and evaluate multiple potential solutions.~~

**In addition, Engineer must identify, study, and evaluate multiple potential alternative solutions potentially available to Owner, unless Owner and Engineer mutually agree with Agency concurrence that only one feasible solution exists. The number of alternative solutions should be appropriate to the specific project as concurred in by the Agency.**

- c. ~~If it is necessary for Engineer to identify, study, and evaluate multiple potential solutions, then identify [insert specific number] alternative solutions potentially available to Owner, unless Owner and Engineer mutually agree that some other specific number of alternatives should be identified, studied, and evaluated.~~

**Deleted**

2. Identify potential solution(s) to meet Owner's Project requirements, as needed.
3. Study and evaluate the potential solution(s) to meet Owner's Project requirements.
4. Visit the Site, or potential Project sites, to review existing conditions and facilities, unless such visits are not necessary or applicable to meeting the objectives of the Study and Report Phase.
5. Assess initially available Project information and data, including the Baseline Information set forth at the beginning of this Exhibit A.
6. Advise Owner of any need for Owner to obtain, furnish, or otherwise make available to Engineer additional Project-related information and data, for Engineer's use in the study and evaluation of potential solution(s) to Owner's Project requirements, and preparation of a related report.
7. After consultation with Owner, recommend the solution(s) which in Engineer's judgment meet Owner's requirements for the Project.
8. Identify, consult with, and analyze requirements of authorities having jurisdiction to permit or approve construction or operation of the portions of the Project to be designed or specified by Engineer, including but not limited to impacts and mitigating measures identified in previously prepared environmental assessments for the Project provided to the Engineer or being concurrently prepared for Owner by others.
9. Advise the Owner of any need for Owner to provide data or services of the types described in Article 2 of the Agreement, for use in Project design, or in preparation for Contractor selection and construction.
10. Assist Owner in evaluating the possible use of building information modeling; civil integrated management; geotechnical baselining of subsurface conditions at the Site; innovative design, contracting, or procurement strategies; project delivery method; or other strategies, technologies, or techniques for assisting in the design, construction, and operation of Owner's facilities. The subject matter of this paragraph will be referred to in Exhibit A as "Project Strategies, Technologies, and Techniques."

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Exhibit A—Engineer's Services.

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11. Assist Owner in identifying opportunities for enhancing the sustainability of the Project, and pursuant to Owner's instructions, plan for the inclusion of sustainable features in the design.
12. Review with Owner the thresholds established in applicable codes, standards, and design criteria specifically governing the ability of the proposed facilities or improvements to perform, and to absorb or avoid damage without suffering complete or substantial failure. As part of the review, identify additional risk assessment studies or tools that are available to evaluate the susceptibility of the facilities or improvements to natural and man-made events beyond the applicable established thresholds. Upon Owner request, as an additional service, perform additional risk assessment studies or tools to further evaluate system resiliency beyond the applicable established thresholds.
13. Utilities, including Underground Facilities
  - a. Review any utility mapping and surveys and other utilities documentation made available by Owner. Take note of observable utilities during Site visit.
  - b. Identify, in a preliminary manner and to the extent determinable by such mapping or other information provided by Owner, and by observations at the Site, those utilities (whether above-ground utilities of any type, or Underground Facilities) likely to be affected by the Project construction and additional utility facilities or extensions that will be needed to serve the Project.
  - c. If the impact on existing utilities or the need for additional utility facilities or extensions cannot reasonably be determined in a preliminary manner from mapping or other information provided by Owner, or such information was not available from Owner, then assist Owner in evaluating the need to either obtain additional utility mapping and utility documentation during the Study and Report Phase, or undertake other alternative approaches and contingencies to account for utility uncertainties in this phase.
  - d. Advise Owner of additional utility documentation and coordination needed during the design and construction phases to adequately assess, mitigate, and manage the impact of the Project (including any additional utility facilities or extensions needed to serve the Project) on existing utilities.
  - e. Use ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data" as a means to advise the Owner regarding the extent and identification and mapping of existing Underground Facilities during the design and construction phases.
    - 1) If Owner has retained a land surveyor, utility engineer, or utility consultant, collaborate with such individuals or entities regarding the application of ASCE 38.
14. Inquire regarding survey methodologies and technologies that would aid in addressing Owner's Project requirements. Develop a scope of work and survey limits for any topographic and other surveys necessary for design. For recommended survey deliverables, specify a) required technical specifications; b) pertinent datum; c) survey

limits, and d) formats of deliverables. Collaborate with land surveyor, when separately retained by Owner or third party, to develop such scope of work.

15. Prepare a report (the "Report") which will, as appropriate, contain schematic layouts, sketches, and conceptual design criteria with appropriate exhibits to indicate the agreed-to requirements, considerations involved, and Engineer's recommended solution(s).
    - a. For each recommended solution, Engineer will separately tabulate Total Project Cost, itemizing those items and services included within the definition of Total Project Costs.
    - b. Engineer will meet with Owner to discuss the draft Report and receive Owner's comments.
    - c. **This Report is the Preliminary Engineering Report (PER) defined in RUS Bulletin 1780-2. This document must meet customary professional standards as required by 7 CFR 1780.55. The Report must be concurred in by the Agency. Cost estimates in the PER should reflect compliance with Domestic Preference requirements. This will be certified by stating in the transmittal letter with the PER, "The cost estimates for this project include the costs of Domestic Preference compliance."**
  16. Perform or provide the following other Study and Report Phase tasks or deliverables:
    - a. **Provide the appropriate environmental documentation as required by 7 CFR 1970. This documentation must be concurred in by the Agency.**
    - b. **Not Applicable.**
  17. Furnish the Report and any other Study and Report Phase deliverables to Owner pursuant to the requirements of the Deliverables Schedule in Exhibit B, and review the deliverables with Owner.
  18. Revise the Report and any other Study and Report Phase deliverables in response to Owner's **and Agency's** comments, as appropriate, and submit revised deliverables pursuant to the Deliverables Schedule.
- B. Engineer's services under the Study and Report Phase will be considered complete on the date when Engineer has delivered to Owner the final Report (as revised) and any other Study and Report Phase deliverables.

#### 1.03 Preliminary Design Phase

- A. After acceptance by Owner **and concurrence by Agency** of the Report and any other Study and Report Phase deliverables (if Engineer's services under this Agreement included Study and Report Phase services); selection by Owner of a recommended solution; issuance by Owner of any instructions for use of Project Strategies, Technologies, and Techniques, or for inclusion of sustainable features in the design, or enhanced resiliency of the design; indication by Owner of any specific modifications or changes in the scope, extent, character, or design requirements of the Project desired by Owner; and any necessary changes, refinements, and supplementation of the Baseline Information set forth at the beginning of this Exhibit A, Engineer and Owner shall discuss, resolve, and document in writing any necessary revisions to Engineer's scope of services, compensation (through application of

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Exhibit A—Engineer's Services.

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the provisions regarding Additional Services, or otherwise), and the time for completion of Engineer's services, resulting from the selected solution, related Project Strategies, Technologies, or Techniques, sustainable design and resiliency instructions, specific modifications to the Project, or changes, refinements, or supplementation of the Baseline Information. **Any resulting changes to Engineer's scope of services will be subject to Agency concurrence.**

B. Upon written authorization from Owner, Engineer shall:

1. Review and assess all available Project information and data, including any pertinent reports or studies (whether prepared by Engineer or others) and any related instructions from Owner.
2. Based on the threshold review and assessment of available information and data, advise Owner of any need for Owner to obtain, furnish, or otherwise make available to Engineer any additional information and data, for Engineer's use in the preparation of a Preliminary Design Phase Report.
3. Prepare a Preliminary Design Phase Report in the following format: **PDF(s) of applicable documents.**
4. The Preliminary Design Phase Report will consist of final design criteria, preliminary drawings, a preliminary list of expected specifications, and written descriptions of the Project. The Preliminary Design Phase Report will consider the following matters to the extent applicable to the Project and as necessary to establish the basis of design for proceeding to final design and construction:
  - a. The Project concept, intent, performance criteria, desired outcomes, Owner's standards and Owner directed improvements and facility elements as established in the Study and Report Phase and as expressly set forth in the Baseline Information section of this Exhibit A (collectively the "Project Goals").
  - b. Recommended appropriate design criteria for each primary portion and significant discipline of the design necessary to address the Project Goals.
  - c. Site conditions and characterization as known at the time of, or to be determined during, the Preliminary Design Phase, including topography; subsurface information; Constituents of Concern; cultural, historical, and archaeological resources at the Site; wetlands information; and evaluations of flora and fauna that may be affected by the Project.
  - d. The time schedule for completion of the Project in accordance with Project Goals, including any recommended changes to the time required to complete the Final Design Phase (as set forth in Exhibit B, Deliverables Schedule) and estimated schedule(s) for construction.
  - e. Identification of major items of materials and equipment, rationale for selection with consideration of quality, suitability, pricing, sourcing, regulatory, and bidding issues affecting recommended selection.
  - f. Revised opinions of probable Construction Cost.

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Exhibit A—Engineer's Services.

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- g. The impact of Project Strategies, Technologies, and Techniques, sustainable features, and enhanced resiliency selected by Owner for inclusion in the Project on the Project Goals, schedule and probable Construction Cost, including impact of multiple prime construction contracts, separate procurement of materials or equipment, and other alternate project delivery methods when the Project Goals necessitate and Owner authorizes;
  - h. Construction Phase quality assurance and quality control needs affecting development of Drawings and Specifications and other Final Design and Bidding Phase documents.
  - i. The effect of permits and authorizations by other entities and utility coordination needs on the Project.
  - j. Other matters and information pertinent to addressing the Project Goals.
- 5. In preparing the Preliminary Design Phase Report, use any specific applicable Project Strategies, Technologies, and Techniques authorized by Owner **and Agency** during or following the Study and Report Phase, and include sustainable features and enhanced resiliency, as appropriate, pursuant to Owner's instructions.
- 6. Visit the Site as needed to prepare the Preliminary Design Phase Report.
- 7. If at any point in the Preliminary Design Phase it becomes apparent to Engineer that additional reports, data, information, or services of the types described in Article 2 are necessary, then so advise Owner, and assist Owner in obtaining such reports, data, information, or services.
- 8. Above-Ground Utilities
  - a. Review above-ground utilities information obtained from Owner and from observations at the Site.
  - b. Make recommendations regarding any further identification, investigation, and mapping of above-ground utilities at or adjacent to the Site, for Engineer's design purposes or otherwise.
  - c. Account for above-ground utilities, based on available information, when advancing design during the Preliminary Design Phase.
- 9. Underground Facilities
  - a. Review Underground Facilities data furnished by Owner. Assist Owner in reducing and managing risks associated with Underground Facilities by working together with Owner to jointly establish a procedure ("Underground Facilities Procedure") for the further identification, investigation, and mapping of Underground Facilities at or adjacent to the Site, using ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data," as a basis for establishing such Underground Facilities Procedure.
  - b. Such Underground Facilities Procedure must take into account the Site and the nature of the Project.

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Exhibit A—Engineer's Services.

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- c. Use the Underground Facilities Procedure to aid in the performance of design services:
  - 1) Account for Underground Facilities, based on available information, when advancing the design during the Preliminary Design Phase.
  - 2) The Underground Facilities Procedure will include a plan to keep Underground Facilities information current as Engineer proceeds with the provision of design services, and to add new or relocated Underground Facilities information to the base utility or Site drawings.
  - 3) To manage the potential impact of design changes on Underground Facilities, Engineer shall work together with Owner to modify or reapply the Underground Facilities Procedure as the design progresses and changes.

10. Mitigation of Utilities Conflicts

- a. Identify potential conflicts between the Project (including existing and new facilities and structures) and above-ground utilities and Underground Facilities as reviewed in Exhibit A Paragraphs 1.03.B.8 and 9 above, and advise Owner regarding the need for resolution of such conflicts with utility and Underground Facilities owners and permit agencies. Identify the potential need for the relocation of existing above-ground utilities and Underground Facilities.
- b. Update the Underground Facilities Procedure as necessary for any Underground Utilities conflicts and relocations.
- c. Working together with Owner, jointly identify which specific parties or other entities will be responsible for implementation of the various specific parts of the Underground Facilities Procedure (including those parts that address resolution of Underground Facilities conflicts), and for resolution of above-ground utilities conflicts. Such identification will take into account Owner's authority and standing, as owner of the Site, with respect to Underground Facilities and above-ground utilities.
  - 1) To the extent that Owner and Engineer agree that in addition to performing the design-related obligations set forth in Exhibit A Paragraphs 1.03.B.8 and 9, Engineer will also implement any non-design part of the Underground Facilities Procedure (including resolution of Underground Facilities conflicts), or undertake resolution of above-ground utilities conflicts, such additional duties will be Additional Services under Article 2 of this Exhibit A.

11. Surveys, Topographic Mapping, and Utility Documentation

- a. Coordinate with Owner's utility engineer, utility consultant, or land surveyor for the necessary field surveys, topographic mapping, and utility documentation required for Engineer's design purposes, or by the Underground Facilities Procedure.
- b. If no scope of work and procedure for utility documentation has been established, selected, or authorized, then at a minimum Engineer will contact utility owners and obtain available information. Except as otherwise provided in this Agreement,

Owner acknowledges that the information gathered from utility owners may be incorrect, incomplete, outdated, or otherwise flawed, and as to Engineer, bidders, and Contractor, the Owner accepts all associated risks. Owner reserves all associated rights as to recourse against the sources of such flawed information and against third parties.

12. Prepare initial draft of a comprehensive permit document that identifies Owner's permit duties, Engineer's permit duties, and Contractor's permit duties, and the schedule for permitting activities.
13. Continue to assist Owner with Project Strategies, Technologies, and Techniques that Owner has chosen to implement in Exhibit A Paragraph 1.03.A.
14. Obtain Owner's instructions regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's Bidding/Proposal Documents and Front-End Construction Contract Documents.  
**Engineer must also incorporate all Agency regulations, forms, and design and construction standards applicable to the project in development of the documents indicated in this Article.**
  - a. Also obtain copies of Owner's standard Bidding/Proposal Documents and Front-End Construction Contract Documents (if other than the EJCDC 2018 Construction Series documents), and any other related documents or content for Engineer to include in drafts of the Project-specific Bidding/Proposal Documents and Front-End Construction Contract Documents, when applicable.
  - b. Review Owner's instructions regarding procurement, bidding and contracting of construction services with respect to effects on the Project design, schedule and construction and address as needed in the Preliminary Design Phase deliverables.
15. Prepare the Preliminary Design Phase Report. This Report will consist of, as appropriate, separate or combined submittals in whole or summary, the Preliminary Design Phase documents listed in Exhibit A Paragraph 1.03.B.4, and Engineer's findings and recommendations for advancing the Project to the Final Design Phase (including Engineer's findings and recommendations, if any, regarding permitting, utilities, and Underground Facilities). The submittal will be in the format of a report, or otherwise organized and assembled for ease and practicality of use.
  - a. Based on the information contained in the Preliminary Design Phase documents, prepare a revised opinion of probable Construction Cost, and on the basis of information furnished by Owner, assist Owner in tabulating the various cost categories which comprise Total Project Costs.
  - b. Engineer will meet with Owner to discuss the draft Preliminary Design Phase submittal and receive Owner's comments.
16. Perform or provide the following other Preliminary Design Phase tasks or deliverables:

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Exhibit A—Engineer's Services.

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a. **None.**

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

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

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

#### 1.04 Final Design Phase

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

1. The number of prime contracts for Work designed or specified by Engineer upon which the Engineer's compensation has been established under this Agreement is **one (1)**. If more prime contracts are awarded, Engineer shall be entitled to an equitable increase in its compensation under this Agreement.

2. If more than one prime construction contract is to be awarded for the Work designed or specified by Engineer, then Owner shall define and set forth (in an exhibit to this Agreement, or in a subsequent document) the duties, responsibilities, and limitations of authority of a person or entity that will have authority and responsibility for coordinating the activities among the various prime Contractors, and any resulting changes in the duties, responsibilities, and authority of Engineer.

3. In the event that the Work designed or specified by Engineer is to be performed or furnished under more than one prime construction contract, or if Engineer's services are to be separately sequenced with the work of one or more separate design professional consultants or prime Contractors (such as in the case of fast-tracking), Owner and Engineer shall, prior to commencement of the Final Design Phase, develop a schedule for performance of Engineer's services during the Final Design, Bidding/Proposal, Construction, and Post-Construction Phases in order to sequence and coordinate properly such services as are applicable under such separate prime construction contracts. This schedule is to be prepared and included in or become an



amendment to Exhibit A whether or not the work under such construction contracts is to proceed concurrently.

- B. Upon written authorization from Owner, Engineer shall prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor, in accordance with the Preliminary Design Phase Report (as revised) and other Preliminary Design Phase deliverables. As part of the preparation of the Drawings and Specifications, Engineer shall prepare interim drafts and final Drawings and Specifications as follows, pursuant to the Deliverables Schedule in Exhibit B:
  - 1. First Final Design Phase draft of all Drawings and Specifications.
  - 2. Second Final Design Phase draft of all Drawings and Specifications, addressing Owner comments and including appropriate design advancement.
  - 3. Final Drawings and Specifications that address Owner **and Agency** comments; complete the design; are suitable for estimating and pricing by prospective Contractors; and are complete and ready for construction.
- C. In preparing the Specifications (and any bidding, contract, or other documents that are part of Engineer's scope of services), Engineer shall obtain from Owner or Owner's legal counsel **and Agency** any relevant constraints such as requirements for use of domestic steel and iron, other domestic purchasing requirements, statutory restrictions on utilizing proprietary specifying methods, and the like, and comply with or account for such constraints in drafting Specifications, Bidding/Proposal Documents, and other Project documents.
- D. Engineer shall prepare or assemble draft Bidding/Proposal Documents and Front-End Construction Contract Documents as follows:
  - 1. Such documents will be based on the 2018 EJCDC Construction Documents, and on the specific bidding or Contractor selection-related instructions and forms, contract forms, text, or other content received from Owner.
  - 2. When Engineer is required to use other than the 2018 EJCDC Construction Documents, then as required in the Preliminary Design Phase Owner will furnish to Engineer a copy of the required documents to be used for the Project's Bidding/Proposal Documents and Front-End Construction Contract Documents. Prior to the first Final Design Phase submittal, Engineer will review the bidding and contracting documents furnished by Owner and provide comments to Owner. Engineer will meet with Owner to discuss Engineer's comments. Owner will consider Engineer's recommendations to revise Owner's documents for the Project.
  - 3. Engineer will furnish to Owner, for review by Owner's legal counsel, the draft Bidding/Proposal Documents and Front-End Construction Contract Documents. Owner and Owner's legal counsel must transmit to Engineer, in a timely manner, one coordinated set of comments and revisions to the draft documents.
  - 4. **Engineer will furnish to Agency the draft Bidding/Proposal Documents and Front-End Construction Contract Documents for review and concurrence.**
- E. During the Final Design Phase the Engineer shall continue to account for above-ground utilities and Underground Facilities as the design advances and is finalized. This may include:

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1. performing the services assigned to Engineer under the Underground Facilities Procedure described in Exhibit A Paragraph 1.03 above, including but not limited to the design-related tasks in Exhibit A Paragraph 1.03.B.9.
  2. addressing required and proposed activities or mitigations identified in the analysis of utilities and by the Underground Facilities Procedure as having an impact on the final design, and considering such in preparing the Drawings and Specifications.
- F. Engineer shall perform or furnish the following other Final Design Phase services:
1. Visit the Site as needed to assist in preparing the final Drawings and Specifications.
  2. Assist with or prepare applications for permits and approvals, as follows:
    - a. Update comprehensive permit document created in Preliminary Design Phase for Final Design detail.
    - b. Prepare the following applications for Owner's submittal to authorities having jurisdiction over the construction or operation of the Project:
      - 1) **Minnesota Department of Health Plan Review**
    - c. Confer with Owner regarding revisions, if any, to the application(s), and make appropriate revisions to the application(s) for Owner's resubmittal to the authority having jurisdiction.
    - d. Provide technical criteria, written descriptions, and design data for Owner's use in filing applications for permits from or approvals of the authorities having jurisdiction listed above, including applications for review or approval of the final design.
    - e. Identify and indicate in the Construction Contract Documents the permits and approvals for which Contractor will be responsible, including work permits, building permits, and other permits and approvals that will be Contractor's responsibility; and, in addition, indicate those permits initially obtained by Owner for which Contractor will be a co-permittee, together with associated requirements.
    - f. Unless expressly indicated otherwise, Engineer's scope and budget includes attending one meeting or conference call with each permit and approval-issuing agency to discuss the Project and receive the agency's comments on the application.
    - g. Engineer does not guarantee issuance of any required permit or approval.
    - h. Fees charged by authorities having jurisdiction for such permits or approvals are the responsibility of Owner.
  3. Advise Owner of any recommended adjustments to the opinion of probable Construction Cost. Furnish to Owner an updated opinion of probable Construction Cost with the interim and final deliverables of the Drawings and Specifications.
  4. After consultation with Owner, include in the Front-End Construction Contract Documents any Electronic Document Protocol addressing specific protocols for the transmittal of Project-related correspondence, documents, text, data, drawings,

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information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website.

5. Assist Owner in assembling known reports and drawings of Site conditions, and in identifying the technical data contained in such reports and drawings upon which bidders or other prospective contractors may rely.
  6. Review the preliminary schedule for the Construction Phase and advise Owner when initial understanding of the Construction Contract Times must or should be revised, and furnish Owner with recommendations on revisions to the proposed Construction Contract Times.
  7. Engineer's project manager and other appropriate staff will participate in the following meetings and conference calls **if requested by Owner**:
    - a. First draft design review meeting at Owner's office.
    - b. Second draft design review meeting at Owner's office.
    - c. **None**
    - d. Engineer will prepare and distribute minutes of each such meeting and conference call, indicating attendees, topics discussed, decisions made, and action items for follow-up.
  8. Perform or provide the following other Final Design Phase activities or deliverables:
    - a. **None**
- G. Engineer shall complete the Final Design Phase as follows:
1. Pursuant to the requirements of the Deliverables Schedule in Exhibit B, furnish for review by Owner, its legal counsel, and other advisors, the final Drawings and Specifications (as set forth in Exhibit A Paragraph 1.04.B.3 above); assembled drafts of other Construction Contract Documents including the draft Front-End Construction Contract Documents; the draft Bidding/Proposal Documents; the most recent opinion of probable Construction Cost; and any other Final Design Phase deliverables, and review the deliverables with Owner. **The Engineer shall identify the building codes and accessibility standards used in the design and indicate them on the drawings and specifications and certify that the final drawings and specifications comply with those standards.**
  2. Revise the final Design Phase deliverables in response to Owner's comments, as appropriate, and submit revised deliverables pursuant to the Deliverables Schedule.
  3. **Provide the Owner and Agency with a written certification that the final Drawings and Specifications, other assembled construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables comply with all requirements of Agency.**
  4. Engineer's services under the Final Design Phase will be considered complete on the date when Engineer has delivered to Owner the final Drawings and Specifications; assembled drafts of the Front-End Construction Contract Documents; the draft Bidding/Proposal Documents; and any other Final Design Phase deliverables, as revised.

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## 1.05 Bidding/Proposal Phase

- A. After acceptance by Owner **and Agency** of the final Drawings and Specifications; assembled drafts of other Construction Contract Documents, including the draft Front-End Construction Contract Documents; the draft Bidding/Proposal Documents; the most recent opinion of probable Construction Cost as determined in the Final Design Phase, and any other Final Design Phase deliverables, and upon written authorization by Owner to proceed, Engineer shall:
1. Assist Owner in advertising for and obtaining bids or proposals for the Work; assist Owner in issuing assembled Bidding/Proposal Documents and proposed Construction Contract Documents to prospective contractors; if applicable, maintain a record of prospective contractors to which documents have been issued; attend pre-bid conferences, if any; and receive and process contractor deposits or charges, if any, for the issued documents.
    - a. **Information regarding bidding will be available at the Owner's office, Engineer's office, QuestCDN website, Bollig Inc website, Owner's legal newspaper, and Builders Exchange Plan Rooms.**
  2. Prepare and issue addenda as appropriate to clarify, correct, or change the issued documents. **Obtain Agency concurrence on any Addenda that modify the Bidding Documents. Obtain prior concurrence when possible.**
  3. ~~If the issued documents require, the Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by prospective contractors, provided that such proposals are allowed by the bidding-related documents (or requests for proposals or other construction procurement documents) prior to award of contracts for the Work. Services under this paragraph are subject to the provisions of Exhibit A Paragraph 2.01.A.2.~~

**Evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by prospective contractors prior to award of contracts for the Work. Issue a bid addendum for any and all approved "or equals" and substitutes. Review of substitutes and "or equals" will be in accordance with the General Conditions of the Construction Contract and applicable Agency requirements. Services under this paragraph are subject to the provisions of Exhibit A Paragraph A2.01.A.2.**
  4. Attend the bid opening; prepare bid tabulation sheets; and assist Owner in evaluating bids or proposals, assembling final Construction Contracts for the Work for execution by Owner and Contractor, and in preparing notices of award to be issued by Owner for such contracts.
  5. Provide information or assistance needed by Owner in the course of any review of bids, proposals, or negotiations with prospective contractors.
  6. Consult with Owner as to the qualifications of prospective contractors.
  7. Consult with Owner as to the qualifications of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors, for those portions of the Work as to which review of qualifications is required by the issued documents.

8. If Owner engages in negotiations with bidders or proposers, assist Owner with respect to technical and engineering issues that arise during the negotiations.
9. Perform or provide the following other Bidding/Proposal Phase tasks or deliverables:
  - a. **Upon award of the Construction Contract, the Engineer shall furnish to Owner five executed copies of the Contract Documents and one electronic copy of the signed documents, including Drawings and Specifications.**
  - b. **None**
10. The Bidding/Proposal Phase will be considered complete upon award of Construction Contracts for the Work and commencement of the Construction Phase, or upon cessation of negotiations with prospective contractors.

#### 1.06 Construction Phase

- A. After completion of the Final Design Phase and concurrent with the Bidding/Proposal Phase, and after issuance by Owner of any instructions for specific modifications or changes in the scope, extent, character, design, schedule, number of prime construction contracts, and other construction requirements of the Project during the Construction Phase desired by Owner, the Engineer and Owner shall discuss, resolve, and document any necessary revisions to Engineer's scope of services or compensation (through application of the provisions regarding Additional Services, or otherwise), or the time for completion of Engineer's services, resulting from specific modifications to the Project.
  1. Engineer shall be responsible only for those Construction Phase services expressly required of Engineer in Exhibit A Paragraph 1.06, as duly modified. With the exception of such expressly required services, Engineer shall have no design, Submittal (including Shop Drawing) review, or other obligations during construction, and Owner assumes all responsibility for providing or arranging for all other necessary Construction Phase administrative, engineering, and professional services.
  2. Owner waives all claims against Engineer and its officers, directors, members, partners, agents, employees, and Subconsultants, and Engineer's Subcontractors, that may be connected in any way to Construction Phase administrative, engineering, or professional services except for those services that are expressly required of Engineer in Exhibit A. Notwithstanding the foregoing waiver, Engineer shall be responsible for any professional opinions and interpretations provided by Engineer to Owner during the Construction Phase or Post-Construction Phase, including interpretations or clarifications of the Construction Contract Documents.
- B. Upon successful completion of the Bidding/Proposal Phase, and upon written authorization from Owner, Engineer shall provide the following services:
  1. General Administration of Construction Contract: Consult with Owner and act as Owner's representative as provided in this Agreement and the Construction Contract. Unless otherwise set forth in the scope of Basic Services (as duly modified), the extent and limitations of the duties, responsibilities, and authority of Engineer shall be as assigned in EJCDC® C-700, Standard General Conditions of the Construction Contract (2018) or other construction general conditions specified in this Agreement. Except as

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

- a. If the responsibilities of Engineer as set forth in the Construction Contract are greater than those Construction Phase services expressly required of Engineer in Exhibit A Paragraph 1.06, as duly modified, then Owner shall either (1) expand the scope of the Construction Phase services to match those of the Construction Contract, and compensate Engineer for any related increases in the cost to provide Construction Phase services, pursuant to the provisions for compensating Additional Services, or (2) identify a qualified individual or entity (other than Engineer) responsible for the additional responsibilities in the Construction Contract.
  - b. If Owner, or Owner and Contractor, modify the duties, responsibilities, and authority of Engineer in the Construction Contract, or modify other terms of the Construction Contract having a direct bearing on Engineer, or if Owner requires Engineer's services for construction that extends longer than the anticipated Construction Contract Times, then Owner shall compensate Engineer for any related increases in the cost to provide Construction Phase services, pursuant to the provisions for compensating Additional Services.
  - c. Engineer shall not be required to furnish or perform services contrary to Engineer's responsibilities as a licensed professional.
2. Field Office: Engineer and Resident Project Representative (if any) will be based in a field office at the Site. The field office will be furnished and maintained at Owner's expense, and will include reasonable furnishings all required temporary utilities (including internet service) and facilities, and be secured for Engineer's (and RPR's) exclusive use.
  3. Resident Project Representative (RPR): Provide the services of an RPR at the Site to assist Engineer and to provide more extensive observation of Contractor's Work. Duties, responsibilities, and authority of the RPR are as set forth in Exhibit D. The furnishing of such RPR's services will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth in Exhibit D.
  4. Selection of Independent Testing Laboratory: Assist Owner in the selection of an independent testing laboratory to perform required testing services.
  5. Pre-Construction Conference: Participate in **and chair** a pre-construction conference prior to commencement of Work at the Site; prepare and distribute agenda for the conference and prepare and distribute minutes of such conference.
  6. Electronic Transmittal Protocols: If the Construction Contract does not establish protocols for transmittal of Electronic Documents by Electronic Means, then Owner, Engineer, and Contractor shall jointly develop such protocols.
  7. Original Documents: ~~If requested by Owner to do so, maintain~~ **Maintain** and safeguard during the Construction Phase at least one original printed record version of the Construction Contract Documents, including Drawings and Specifications signed and sealed by Engineer and other design professionals in accordance with applicable Laws and Regulations. Throughout the Construction Phase, make such original printed record

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version of the Construction Contract Documents available to Contractor and Owner for review.

8. Schedules: Receive, review, and, and, subject to the criteria of the Construction Contract, determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the progress schedule, schedule of submittals, and schedule of values. Advise Contractor in writing of Engineer's comments or acceptance of schedules.
  - a. Schedules will be acceptable to Engineer as to form and substance:
    - 1) Progress Schedule: if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.
    - 2) Contractor's Schedule of Submittals: if it provides a workable arrangement for reviewing and processing the required Submittals.
    - 3) Contractor's Schedule of Values: if it provides a reasonable allocation of the Contract Price to the component parts of the Work.
9. Baselines and Benchmarks: As appropriate, establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed.
10. Permits: Provide Owner with copies of technical information and supporting data previously obtained or developed by Engineer for Owner's use, or for Owner to provide to Contractor, in obtaining required permits and licenses delegated to Contractor by Owner.
11. Visits to Site and Observation of Construction: In connection with observations of Contractor's Work while it is in progress:
  - a. Make visits to the Site at intervals appropriate to the various stages of the Work, as Engineer deems necessary, to observe as an experienced and qualified design professional, the progress of Contractor's executed Work. Such visits and observations by Engineer, including its RPR, if any, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Construction Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment, as assisted by its RPR, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Construction Contract Documents, and Engineer shall keep Owner informed of the progress of the Work. Engineer will make a report of Engineer's visit, summarizing Engineer's general observations and any significant findings.

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- b. The purpose of Engineer's visits to the Site, and representation by the Resident Project Representative, if any, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to by this Agreement and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Construction Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Construction Contract Documents. Engineer will not, during such visits or as a result of such observations of the Work, supervise, direct, or have control over the Work, nor will Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to any Constructor's work in progress, for the coordination of the Constructors' work or schedules, nor for any failure of any Constructor to comply with Laws and Regulations applicable to furnishing and performing of its work. Accordingly, Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish or perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents.
  - c. **These site visits must be at least monthly and the Engineer must document all visits to the project with copies furnished to the Owner and Agency.**
12. Defective Work: If, on the basis of Engineer's observations or as indicated in documentation available to Engineer, Engineer believes that any part of the Work is defective under the terms and standards set forth in the Construction Contract Documents, Engineer will promptly issue written notice to Contractor (with copy to Owner) of such defective Work. Such notice will communicate the scope, extent (to Engineer's understanding) of defect, and associated provisions of the Construction Contract Documents.
- a. Provide recommendations to Owner regarding whether Contractor should correct such Work or remove and replace such Work, or whether Owner should consider accepting the defective Work in accordance with the provisions of the Construction Contract Documents. Engineer shall give notice to Contractor regarding whether the defective Work should be repaired, replaced, or will be accepted by Owner.
  - b. However, Engineer's authority to provide this information to Owner or Engineer's decision to exercise or not exercise such authority will not give rise to a duty or responsibility of the Engineer to Contractors, Subcontractors, material and equipment suppliers, their agents or employees, or any other person(s) or entities performing any of the Work, including but not limited to any duty or responsibility for Contractors' or Subcontractors' safety precautions and programs incident to the Work.
13. Compatibility with Design Concept: If Engineer has express knowledge that a specific part of the Work that is not defective under the terms and standards set forth in the Construction Contract Documents is nonetheless not compatible with the design



concept of the completed Project as a functioning whole, then inform Owner of such incompatibility, and provide recommendations for addressing such Work.

14. Clarifications and Interpretations: Accept from Contractor and Owner submittal of all matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. With reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Construction Contract Documents.
15. Non-reviewable Matters: If a submitted matter in question concerns the Engineer's performance of its duties and obligations, or terms and conditions of the Construction Contract Documents that do not involve (a) the performance or acceptability of the Work under the Construction Contract Documents, (b) the design (as set forth in the Drawings, Specifications, or otherwise), or (c) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer will not provide a decision or interpretation.
16. Field Orders: Subject to any limitations in the Construction Contract Documents, Engineer may prepare and issue Field Orders requiring minor changes in the Work.
17. Change Orders and Work Change Directives: Recommend Change Orders and Work Change Directives to Owner, as appropriate, and prepare Change Orders and Work Change Directives as required.
18. Change Proposals and Claims
  - a. Review and respond to Change Proposals. Review each duly submitted Change Proposal from Contractor and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions must be in writing, with a copy provided to Owner and Contractor. If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer will not resolve the Change Proposal.
  - b. Provide information or data to Owner regarding engineering or technical matters pertaining to Claims.
19. Differing Site Conditions: Respond to any notice from Contractor of differing site conditions, including conditions relating to Underground Facilities such as utilities, and hazardous environmental conditions. Promptly conduct reviews and prepare findings, conclusions, and recommendations for Owner's use subject to limitations of Engineer's obligations under this Agreement.
20. Contractor's Submittals: Review and approve or take other appropriate action with respect to required Contractor Submittals, but only to determine if the items covered by the Submittals will, after installation or incorporation in the Work, comply with the requirements of the Construction Contract Documents, and for compatibility with the design concept of the completed Project as a functioning whole as indicated by the

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Construction Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's Submittal schedule that Engineer has accepted.

21. Substitutes and "Or-equals": Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor, but subject to the provisions of Exhibit A Paragraph 2.01.A.2.
22. Inspections and Tests
  - a. Receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Construction Contract Documents. Engineer's review of such certificates will be for the purpose of determining whether the results certified indicate compliance with the Construction Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Construction Contract Documents. Engineer shall be entitled to rely on the results of such inspections and tests.
  - b. Reply to Contractor requests for written concurrence that specific portions of the Work that are to be inspected, tested, or approved may be covered.
  - c. Issue written requests to Contractor that specific portions of the Work remain uncovered.
  - d. As deemed reasonably necessary, request that Contractor uncover Work that is to be inspected, tested, or approved.
  - e. Pursuant to the terms of the Construction Contract, require additional inspections or testing of the Work, whether or not the Work is fabricated, installed, or completed.
23. Contractor's Applications for Payment: Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:
  - a. Determine the amounts that Engineer recommends Contractor be paid. Recommend reductions in payment (set offs) based on the provisions for set offs stated in the Construction Contract. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, within the limits of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the Work is generally in accordance with the Construction Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Construction Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work. In the case of unit price Work, Engineer's recommendations of payment will include final determinations of quantities and classifications of the

Work (subject to any subsequent adjustments allowed by the Construction Contract Documents).

- b. By recommending payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control the Work, or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the money paid to Contractor by Owner; to determine that title to any portion of the Work, including materials or equipment, has passed to Owner free and clear of any liens, claims, security interests, or encumbrances; or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid. **By signing payment application and recommending payment, Engineer is certifying to the best of their knowledge that all items submitted for payment comply with Domestic Preference requirements.**
24. Contractor's Completion Documents: Receive from Contractor, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Construction Contract Documents, certificates of inspection, tests and approvals, and Shop Drawings, Samples, and other data approved as provided under Exhibit A Paragraph 1.06.B.20. ~~Receive from Contractor, review, and transmit to Owner the annotated record documents which are to be assembled by Contractor in accordance with the Construction Contract Documents to obtain final payment. The extent of Engineer's review of record documents will be to check that Contractor has submitted a complete set of those documents that Contractor is required to submit.~~ **Receive from Contractor and review the annotated record documents which are to be assembled by Contractor in accordance with the Construction Contract Documents to obtain final payment. The Engineer shall prepare Record Drawings and furnish such Record Drawings to Owner.**
25. Substantial Completion: Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, visit the Site in company with Owner and Contractor to review the Work and determine the status of completion. Follow the procedures in the Construction Contract regarding the preliminary certificate of Substantial Completion, punch list of items to be completed, Owner's objections, notice to Contractor, and issuance of a final certificate of Substantial Completion. Assist Owner regarding any remaining engineering or technical matters affecting Owner's use or occupancy of the Work following Substantial Completion.

26. Other Tasks: Perform or provide the following other Construction Phase tasks or deliverables:
- a. ~~{List any such tasks or deliverables here}~~. Provide the Owner and Agency with a written certification that the project complies with Domestic Preference requirements, to the best of Engineer's knowledge.
  - b. Verify and document Contractor implemented environmental mitigation requirements. Provide documentation to Owner and Agency.
  - c. [List any other such tasks or deliverables here].
27. Completion and Acceptability of the Work: After notice from Contractor that the Work is complete:
- a. visit the Site with Owner and Contractor to determine if the Work is in fact complete and acceptable;
  - b. notify Contractor of any part of the Work that is found during the visit to be incomplete or defective, and subsequently confirm that Contractor has corrected any such deficiencies;
  - c. follow the procedures in the Construction Contract regarding review and response to Contractor's application for final payment and accompanying documentation; and
  - d. if Engineer is satisfied that the Work is complete and acceptable, provide a notice to Owner and Contractor using EJCDC® C-626, Notice of Acceptability of Work (attached as Exhibit E), stating that the Work is acceptable (subject to the provisions of the Notice and this Exhibit A) within the limits of Engineer's knowledge, information, and belief, and based on the extent of the services provided by Engineer under this Agreement. **Upon Substantial Completion, the Engineer shall provide a copy of the Certificate of Substantial Completion to the Agency.**
28. Standards for Certain Construction-Phase Decisions: Engineer will render decisions regarding the requirements of the Construction Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth in the Construction Contract for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.
- C. Duration of Construction Phase: The Construction Phase will commence with the execution of the first Construction Contract for the Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractor. If the Project involves more than one prime contract as indicated in Exhibit A Paragraph 1.04.A.1, then Construction Phase services may be rendered at different times in respect to the separate contracts. Subject to the provisions of Article 3, Engineer shall be entitled to an equitable increase in compensation if Construction Phase services (including Resident Project

Representative services, if any) are required after the original date for completion and readiness for final payment of Contractor as set forth in the Construction Contract.

1.07 Post-Construction Phase

- A. Upon written authorization from Owner during the Post-Construction Phase, Engineer shall:
1. Together with Owner, visit the Project to observe any apparent defects in the Work, make recommendations as to replacement or correction of defective Work, if any, or the need to repair of any damage to the Site or adjacent areas, and assist Owner in consultations and discussions with Contractor concerning correction of any such defective Work and any needed repairs.
  2. Together with Owner, visit the Project within one month before the end of the Construction Contract's correction period to ascertain whether any portion of the Work or the repair of any damage to the Site or adjacent areas is defective and therefore subject to correction by Contractor.
  3. Perform or provide the following other Post-Construction Phase tasks or deliverables:
    - a. **None**
- B. The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified in this Exhibit A, will terminate 12 months after the commencement of the Construction Contract's correction period.

**ARTICLE 2—ADDITIONAL SERVICES**

2.01 Additional Services Not Requiring Owner's Written Authorization

- A. Engineer shall advise Owner that Engineer is commencing to perform or furnish the Additional Services of the types listed below. For such Additional Services, Engineer need not request or obtain specific advance written authorization from Owner. Engineer shall cease performing or furnishing such Additional Services upon receipt of written notice to cease from Owner. These services are not included as part of Basic Services and will be paid for by Owner as indicated in Exhibit J.
1. Substantive design and other technical services in connection with Work Change Directives, Change Proposals, and Change Orders to reflect changes requested by Owner.
  2. Services essential to the orderly progress of the Bidding/Proposal and Construction Phases and not wholly quantifiable prior to those Phases or otherwise dependent on the actions of prospective individual bidders or contractors and including:
    - a. making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or equal" items;
    - b. ~~services after the award of the Construction Contract in evaluating and determining the acceptability of a proposed "or equal" or substitution which is found to be inappropriate for the Project; Deleted~~

- c. evaluation and determination of an excessive number of proposed "or equals" or substitutions, whether proposed before or after award of the Construction Contract; and
  - d. providing to the Contractor or Owner additional or new information not previously prepared or developed by the Engineer for their use in applying for or obtaining required permits and licenses, in responding to agency comments on such applications, or in the administration of any such permits or licenses.
- 3. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.
- 4. Additional or extended services arising from (a) the presence at the Site of any Constituent of Concern or items of historical or cultural significance, (b) emergencies or acts of God endangering the Work, (c) damage to the Work by fire or other causes during construction, (d) a significant amount of defective, neglected, or delayed Work, (e) acceleration of the progress schedule involving services beyond normal working hours, or (f) default by Contractor.
- 5. Implement coordination of Engineer's services with other parts of the Project that are not planned or designed by Engineer or its Subconsultants, unless Owner furnished to Engineer substantive information about such other parts of the Project prior to the parties' entry into this Agreement, in the Baseline Information section of this Exhibit A, or otherwise in Exhibit A; if such substantive information has been so provided, coordination of Engineer's services will be part of Basic Services.
- 6. Implement the specific parts of an Underground Facilities Procedure that are assigned to Engineer, or above-ground utilities tasks that are assigned to Engineer as the Project progresses (but not including the design-related services already assigned to Engineer as a Basic Service).
- 7. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of the Work by Owner prior to Substantial Completion.
- 8. Evaluating unreasonable or frivolous requests for interpretation or information (RFIs), Change Proposals, or other demands from Contractor or others in connection with the Work, or an excessive number of RFIs, Change Proposals, or demands.
- 9. Reviewing a Shop Drawing or other Contractor submittal more than three times, as a result of repeated inadequate submissions by Contractor.
- 10. While at the Site, compliance by Engineer and its staff with those terms of Owner's or Contractor's safety program provided to Engineer subsequent to the Effective Date that exceed those normally required of engineering personnel by federal, State, or local safety authorities for similar construction sites.
- 11. To the extent the Project is subject to Laws and Regulations governing public or government records disclosure or non-disclosure, Engineer will comply with provisions applicable to Engineer, and Owner will compensate Engineer as Additional Services for Engineer's costs to comply with any disclosure or non-disclosure obligations beyond those identified in the Basic Services.

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Exhibit A—Engineer's Services.

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12. Services directly attributable to changes in Engineer's Electronic Documents obligations after the effective date of the Agreement.

2.02 Additional Services Requiring Owner's Written Authorization

- A. If authorized in writing by Owner, **and approved by Agency**, Engineer shall provide Additional Services of the types listed below. These services are not included as part of Basic Services and will be paid for by Owner as indicated in Exhibit J.
  1. Obtain or provide specified additional Project-related information and data to enable Engineer to complete its Basic and Additional Services.
  2. Preparation of special and customized reporting, invoicing, and related support documentation in addition to that identified to be provided under Basic Services.
  3. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Project; preparation or review of environmental assessments and impact statements **(not including preparation of the environmental documentation required by 7 CFR 1970)**; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.
  4. Services to make measured drawings of existing conditions or facilities, to conduct tests or investigations of existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.
  5. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer, or the Project's design requirements, including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Construction Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date or are due to any other causes beyond Engineer's control.
  6. Services resulting from Owner's request to evaluate additional Study and Report Phase alternative solutions beyond those agreed to in Exhibit A Paragraph 1.02.A.1., **but only if the Owner's request is made after completion of the Study and Report Phase.**
  7. Services required as a result of Owner's providing incomplete or incorrect Project information to Engineer.
  8. Providing renderings or models for Owner's use, including development, management, and other services in support of building information modeling or civil integrated management.
  9. Undertaking investigations and studies including, but not limited to:
    - a. All-hazards risk assessments and other studies to evaluate the feasibility of enhancing the resiliency of the design;

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- b. detailed consideration of operations, maintenance, and overhead expenses;
  - c. the preparation of feasibility studies (such as those that include projections of output capacity, utility project rates, project market demand, or project revenues) and cash flow analyses, provided that such services are based on the engineering and technical aspects of the Project, and do not include rendering advice regarding municipal financial products or the issuance of municipal securities;
  - d. preparation of appraisals;
  - e. with respect to proprietary systems or processes requiring licensing, providing services necessary to assist Owner in obtaining such licensing.
  - f. detailed quantity surveys of materials, equipment, and labor; and
  - g. audits or inventories required in connection with construction performed or furnished by Owner.
- 10. Furnishing services of Subconsultants or Engineer's Subcontractors for other than Basic Services.
  - 11. Providing data or services of the types described in Article 2, when Owner retains Engineer to provide such data or services instead of Owner furnishing the same.
  - 12. Providing the following services:
    - a. Services attributable to more prime construction contracts than specified in Exhibit A Paragraph 1.04.A.1.
    - b. Services to arrange for performance of construction services for Owner by contractors other than the principal prime Contractor, and administering Owner's contract for such services.
  - 13. Services during out-of-town travel required of Engineer, other than for visits to the Site or Owner's office as required in Basic Services (Article 1 of Exhibit A).
  - 14. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructability review requested by Owner; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other documents as a result of such review processes.
  - 15. Preparing additional bidding-related documents (or requests for proposals or other construction procurement documents); preparing pre-qualification procedures and documents, and participating in pre-qualifying prospective Bidders; and preparing Construction Contract Documents for alternate bids.
  - 16. Assistance in connection with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services.
  - 17. Preparing conformed Construction Contract Documents that incorporate and integrate the content of all addenda and any amendments negotiated by Owner and Contractor.

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Exhibit A—Engineer's Services.

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18. Services to assist Owner in developing or modifying protocols for transmittal of Electronic Documents by Electronic Means after the effective date of this Agreement, either by revising or adapting Exhibit F to the Project or implementing other Electronic Documents protocols among Project participants.
19. Any services by Engineer in connection with Owner or Engineer providing a Document to a Requesting Party under Exhibit F Paragraph 1.01.D (see Exhibit F, Electronic Documents Protocol), or any other distribution of a Document to a third party. Such services may include but are not limited to preparing the data contained in the requested Document in a manner deemed appropriate by Engineer; creating or otherwise preparing and distributing the Document in a format necessary to respond to Owner's direction or decision to provide the Document to a requesting party, including Contractor, in a format other than that required for deliverables from Engineer to Owner; and services in connection with obtaining required releases from the third parties to which the Documents will be distributed. Compensation for these Additional Services is not contingent upon Owner's reimbursement from the requesting party.
20. Providing Construction Phase services beyond the original date for completion and readiness for final payment of Contractor, but only if such services increase the total quantity of services to be performed in the Construction Phase, rather than merely shifting performance of such services to a later date.
21. ~~Preparing Record Drawings, and furnishing such Record Drawings to Owner. Deleted~~
22. Supplementing Record Drawings with information regarding the completed Project, Site, and immediately adjacent areas obtained from field observations, Owner, utility companies, and other reliable sources.
23. Conducting surveys, investigations, and field measurements to verify the accuracy of Record Drawing content obtained from Contractor, Owner, utility companies, and other sources; revise and supplement Record Drawings as needed.
24. Preparation of operation, maintenance, and staffing manuals.
25. Protracted or extensive assistance in refining and adjusting of Project equipment and systems (such as initial startup, testing, and balancing).
26. Assistance to Owner in training Owner's staff to operate and maintain Project equipment and systems.
27. Assistance to Owner in developing systems and procedures for (a) control of the operation and maintenance of Project equipment and systems, and (b) related recordkeeping.
28. Preparing to serve or serving as a consultant or witness for, or producing documents for or on behalf of, Owner in any litigation, arbitration, mediation, lien or bond claim, or other legal or administrative proceeding involving the Project (but not including disputes between Owner and Engineer).
29. Overtime work requiring higher than regular rates.
30. Providing construction surveys and staking to enable Contractor to perform its work other than as required under Exhibit A Paragraph 1.06.B.9; any type of property surveys

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Exhibit A—Engineer's Services.

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or related engineering services needed for the transfer of interests in real property; providing construction and property surveys to replace reference points or property monuments lost or destroyed during construction; and providing other special field surveys.

31. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner.
32. Extensive services required during any correction period, or with respect to monitoring Contractor's compliance with warranties and guarantees called for in the Construction Contract (except as agreed to under Basic Services).
33. Other additional services performed or furnished by Engineer not otherwise provided for in this Agreement.

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**Exhibit A—Engineer's Services.**

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**EXHIBIT B—DELIVERABLES SCHEDULE**

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Paragraphs 2.04.E, 3.02.A, and Exhibit A of the Agreement are supplemented by the following paragraph and table.

Engineer shall furnish Documents to Owner as required in Column 2 of the following table (and as further described in Exhibit A), according to the schedule in Column 4. Owner shall comment or take other identified actions with respect to the Documents as indicated in Column 2 (and as further described in Exhibit A), according to the schedule in Column 4.

<b>Party</b>	<b>Action</b>	<b>Exhibit A Reference</b>	<b>Schedule</b>
Engineer	Submit <b>1</b> review copies of the Report and other Study and Report Phase deliverables to Owner.	1.02.A.17	Within <b>90</b> days of the Effective Date.
Owner	Submit comments regarding the Report and other Study and Report Phase deliverables to Engineer.	1.02.A.18	Within <b>30</b> days of the receipt from Engineer of the Report and other Study and Report Phase deliverables.
Engineer	Submit <b>1</b> copies of the revised Report and other Study and Report Phase deliverables to Owner.	1.02.A.18	Within <b>60</b> days of the receipt of Owner's comments regarding the Report and other Study and Report Phase deliverables.
Engineer	Submit <b>1</b> review copies of the Preliminary Design Report, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables to Owner.	1.03.B.17	Within <b>120</b> days of Owner's authorization to proceed with Preliminary Design Phase services.
Owner	Submit comments regarding Preliminary Design Report, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables to Engineer.	1.03.B.18	Within <b>14</b> days of the receipt from Engineer of Preliminary Design Report, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables.
Engineer	Submit <b>1</b> copies of the revised Preliminary Design Report, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables to Owner.	1.03.B.18	Within <b>60</b> days of the receipt of Owner's comments regarding the Preliminary Design Report, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables.
Engineer	Submit <b>1</b> copies of the first Final Design Phase draft of Drawings and Specifications to Owner.	1.04.B.1	Within <b>180</b> days of Owner's authorization to proceed with Final Design Phase services.
Owner	Submit comments and instructions regarding the first Final Design Phase draft of Drawings and Specifications to Engineer.	1.04.B.1	Within <b>14</b> days of the receipt of the first final Design Phase drafts of Drawings and Specifications from Engineer.

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**Exhibit B—Deliverables Schedule.**

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<b>Party</b>	<b>Action</b>	<b>Exhibit A Reference</b>	<b>Schedule</b>
Engineer	Submit <b>1</b> copies of the second Final Design Phase drafts of Drawings and Specifications to Owner.	1.04.B.2	Within <b>60</b> days of the receipt of Owner's comments and instructions regarding the first Final Design Phase drafts of Drawings and Specifications.
Engineer	Submit <b>1</b> of copies of draft Bidding/Proposal and Front-End Construction Contract Documents, as required, and any other Final Design Phase deliverables (other than Drawings and Specifications) to Owner.	1.04.D.3; 1.04.F.8	Concurrent with submittal to Owner of the second Final Design Phase drafts of Drawings and Specifications.
Owner	Submit comments and instructions regarding the second Final Design Phase drafts of Drawings and Specifications to Engineer.	1.04.B.2	Within <b>14</b> days of the receipt from Engineer of the second Final Design Phase drafts of Drawings and Specifications.
Engineer	Submit <b>1</b> copies of the final, completed, pricing-ready and construction-ready Drawings and Specifications to Owner.	1.04.B.3 and 1.04.G.1	Within <b>60</b> days of the receipt of Owner's comments and instructions regarding the second Final Design Phase drafts of Drawings and Specifications.
Owner	Submit comments and instructions regarding the final, completed, pricing-ready and construction-ready Drawings and Specifications to Engineer.	1.04.G.2	Within <b>14</b> days of the receipt from Engineer of the final, completed, pricing-ready and construction-ready Drawings and Specifications.
Owner	Submit comments and instructions regarding drafts of Bidding/Proposal and Front-End Construction Contract Documents, and any other Final Design Phase deliverables (other than Drawings and Specifications) to Engineer.	1.04.D.3; 1.04.F.8	Concurrent with Owner's submittal of comments and instructions regarding the final, completed, pricing-ready and construction-ready Drawings and Specifications.

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**Exhibit B—Deliverables Schedule.**

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Party	Action	Exhibit A Reference	Schedule
Engineer	Submit to Owner: <b>1</b> copies of the revised final, completed, pricing-ready and construction-ready Drawings and Specifications; and <b>1</b> of copies of assembled Bidding/Proposal and Front-End Construction Contract Documents, and any other Final Design Phase deliverables.	1.04.G.2  1.04.G.3	Within <b>60</b> days of receipt of Owner's final comments and instructions regarding the regarding the final, completed, pricing-ready and construction-ready Drawings and Specifications, the Bidding/Proposal and Front-End Construction Contract Documents, and any other Final Design Phase deliverables.
Engineer	Submit <b>1</b> copies of Bidding/Proposal Phase deliverables (if any) identified in Exhibit A Paragraph 1.05.A.9.a to Owner.	1.05.A.9.a	Within <b>30</b> days of written authorization by Owner to proceed with Bidding/Proposal Phase services.
Engineer	Submit <b>1</b> copies of Construction Phase deliverables (if any) identified in Exhibit A Paragraph 1.06.B.26.a to Owner.	1.06.B.26.a	Within <b>60</b> days of <b>Substantial Completion</b> .
Engineer	Submit <b>1</b> copies of Post-Construction Phase deliverables (if any) identified in Exhibit A Paragraph 1.07.A.3.a to Owner.	1.07.A.3.a	Within <b>365</b> days of Substantial Completion.

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**Exhibit B—Deliverables Schedule.**

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## EXHIBIT C—AMENDMENT TO OWNER-ENGINEER AGREEMENT

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### AMENDMENT TO OWNER-ENGINEER AGREEMENT

Amendment No. [Enter Amendment Number]

Owner: [Name of Owner]

Engineer: [Name of Engineer]

Project: [Name of Project]

Effective Date of Owner-Engineer Agreement: [Effective Date of Agreement]

Nature of Amendment: (Check those that apply)

- ☐ Additional Services to be performed by Engineer
- ☐ Modifications to services of Engineer
- ☐ Modifications to responsibilities of Owner
- ☐ Modifications of payment to Engineer
- ☐ Modifications to time(s) for rendering services
- ☐ Modifications to other terms and conditions of the Agreement

Description of Modifications:

**[Here describe the modifications, in as much specificity and detail as needed. Use an attachment if necessary. Include cost breakdown and documentation, if applicable.]**

Agreement Summary:

Original agreement amount: \$

Net change for prior amendments: \$

This amendment amount: \$

Adjusted Agreement amount: \$

Change in time for services (days or date, as applicable):

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

Owner

Engineer

\_\_\_\_\_  
(typed or printed name of organization)

\_\_\_\_\_  
(typed or printed name of organization)

By:

\_\_\_\_\_  
(individual's signature)

By:

\_\_\_\_\_  
(individual's signature)

(Attach evidence of authority to sign.)

(Attach evidence of authority to sign.)

Date:

\_\_\_\_\_  
(date signed)

Date:

\_\_\_\_\_  
(date signed)

Name:

\_\_\_\_\_  
(typed or printed)

Name:

\_\_\_\_\_  
(typed or printed)

Title:

\_\_\_\_\_  
(typed or printed)

Title:

\_\_\_\_\_  
(typed or printed)

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Exhibit C—Amendment to Owner-Engineer Agreement.

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## EXHIBIT D—DUTIES, RESPONSIBILITIES, AND LIMITATIONS OF AUTHORITY OF RESIDENT PROJECT REPRESENTATIVE

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### ARTICLE 1—RESIDENT PROJECT REPRESENTATIVE SERVICES

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

#### 1.01 Resident Project Representative

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

#### 1.02 Duties and Responsibilities of RPR

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

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



and provide recommendations as to whether such Work should be corrected, removed and replaced, or accepted as provided in the Construction Contract Documents. **Installation of items that do not comply with Domestic Preference requirements is considered defective Work.**

- b. Inform Engineer of any Work that RPR believes is not defective under the terms and standards set forth in the Construction Contract Documents, but is nonetheless not compatible with the design concept of the completed Project as a functioning whole, and provide recommendations to Engineer for addressing such Work.
- c. Advise Engineer of that part of the Work that RPR believes should be uncovered for observation, or requires special testing, inspection, or approval.

10. Inspections, Tests, and System Start-ups

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

11. Records

- a. Maintain at the Site orderly files for correspondence, reports of job conferences, copies of Construction Contract Documents including all Change Proposals, Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Construction Contract, RFIs, Engineer's clarifications and interpretations of the Construction Contract Documents, progress reports, approved Shop Drawing and Sample submittals, and other Project-related documents.
- b. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, Subcontractors present at the Site, weather conditions, data relative to questions of Change Proposals, Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, deliveries of equipment or materials, daily activities, decisions, observations in general, **observations on Domestic Preference and environmental mitigation compliance**, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.

- c. ~~Upon request from Owner to Engineer, p~~Photograph or video Work in progress or Site conditions.
- d. Record and maintain accurate, up-to-date lists of the company names and points of contact for Contractors, Subcontractors, and major Suppliers of materials and equipment.
- e. Maintain records for use in preparing Project documentation.
- f. Upon completion of the Work, furnish original set of all RPR Project documentation to designated recipients.

12. Reports

- a. Furnish periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
- b. ~~Draft responses to or make recommends on Change Proposals, Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor. Deleted~~
- c. Furnish to Engineer and Owner copies of all inspection, test, and system start-up reports.
- d. Immediately inform appropriate parties of the occurrence of any Site accidents, emergencies, natural catastrophes endangering the Work, possible force majeure or delay events, damage to property by fire or other causes, or the discovery of any potential differing site condition or Constituent of Concern.

13. Payment Requests: Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.

14. Certificates, Operation and Maintenance Manuals: During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Contract Documents to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.

15. Completion

- a. Participate in Engineer's visits to the Site regarding Substantial Completion, assist in the determination of Substantial Completion, and prior to the issuance of a Certificate of Substantial Completion submit a punch list of observed items requiring completion or correction.
- b. Participate in Engineer's visit to the Site in the company of Owner and Contractor, to determine completion of the Work, and prepare a final punch list of items to be completed or corrected by Contractor.

- c. Observe whether all items on the final punch list have been completed or corrected, and make recommendations to Engineer concerning acceptance and issuance of the Notice of Acceptability of the Work (Exhibit E).

16. **Domestic Preference**

- a. **Observe and report on compliance with Domestic Preference requirements including but not limited to: Verifying that items delivered to the site are accompanied by Domestic Preference documentation, as applicable, and photographing stored and installed items to document compliance.**

1.03 Limitations of Authority

A. Resident Project Representative shall not:

1. Authorize any deviation from the Construction Contract Documents or substitution of materials or equipment (including "or-equal" items).
2. Exceed limitations of Engineer's authority as set forth in this Agreement.
3. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers, or any Constructor.
4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of the Work, by Contractor or any other Constructor.
5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.
8. Authorize Owner to occupy the Project in whole or in part.

**NOTICE OF ACCEPTABILITY OF WORK (EJCDC® C-626 2018)**

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

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

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

Engineer

By (signature): \_\_\_\_\_  
Name (printed): \_\_\_\_\_  
Title: \_\_\_\_\_

## EXHIBIT G—INSURANCE

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### ARTICLE 1—INSURANCE

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

#### 1.01 Insurance Policies and Limits

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

Coverage	Policy limits of not less than:
<b>Workers' Compensation</b>	
State	Statutory
<b>Employer's Liability</b>	
Each accident	\$500,000
Each employee	\$500,000
Policy limit	\$500,000
<b>Commercial General Liability</b>	
General Aggregate	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Bodily Injury and Property Damage—Each Occurrence	\$1,000,000
<b>Automobile Liability</b>	
Bodily Injury	
Each Person	\$
Each Accident	\$
Property Damage	
Each Accident	\$
Or	
Combined Single Limit	
Combined Single Limit (Bodily Injury and Property Damage)	\$1,000,000
<b>Excess or Umbrella Liability</b>	
Each Occurrence	\$1,000,000
General Aggregate	\$1,000,000
<b>Professional Liability</b>	
Each Claim	\$2,000,000
Annual Aggregate	\$2,000,000
<b>Unmanned Aerial Vehicle Liability Insurance</b>	
Each Claim	\$
General Aggregate	\$
<b>Other Insurance [Specify]</b>	
Each Claim	\$
General Aggregate	\$

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#### Exhibit G—Insurance.

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

Coverage	Policy limits of not less than:
<b>Workers' Compensation</b>	
State	Statutory
<b>Employer's Liability</b>	
Each accident	\$100,000
Each employee	\$500,000
Policy limit	\$100,000
<b>Commercial General Liability</b>	
General Aggregate	\$2,000,000
Personal and Advertising Injury	\$
Bodily Injury and Property Damage—Each Occurrence	\$3,000,000
<b>Automobile Liability</b>	
Bodily Injury	
Each Person	\$
Each Accident	\$
Property Damage	
Each Accident	\$
Or	
Combined Single Limit	
Combined Single Limit (Bodily Injury and Property Damage)	\$2,000,000
<b>Excess or Umbrella Liability</b>	
Each Occurrence	\$
General Aggregate	\$
<b>Unmanned Aerial Vehicle Liability Insurance</b>	
Each Claim	\$
General Aggregate	\$
<b>Other Insurance [Specify]</b>	
Each Claim	\$
General Aggregate	\$

#### 1.02 Additional Insureds

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

Name of Additional Insured	Address
Bollig Inc (Engineer)	1721 Technology Drive NE, Suite 100, Willmar, MN 56201
Bonnema Runke Stern Inc (Surveyor)	4566 Highway 71 NE, Suite 1, Willmar, MN 56201
American Engineering Testing, Inc. (Geotechnical Engineer)	550 Cleveland Avenue North, St. Paul, MN 55114
<b>[Other Additional Insured]</b>	<b>[Other Additional Insured's Corporate Address]</b>

#### Exhibit G—Insurance.

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- B. During the term of this Agreement the Engineer shall notify Owner of any other Subconsultant or Engineer's Subcontractor to be listed as an additional insured on Owner's and applicable Contractor's general liability policies of insurance.
- C. The Owner must be listed on Engineer's general liability policy as provided in Paragraph 6.04.B.
- D. For applicable Contractor's general liability policies of insurance, the additional insured endorsements will include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together). If Contractor demonstrates to Owner that the specified ISO endorsements are not commercially available, then Contractor may satisfy this requirement by providing equivalent endorsements.
- E. For applicable Contractor's general liability policies of insurance, Contractor shall provide ISO Endorsement CG 20 32 07 04, "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent for Engineer, Subconsultants, and other design professional additional insureds.

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Exhibit G—Insurance.

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## EXHIBIT H—DISPUTE RESOLUTION

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### ARTICLE 1—DISPUTE RESOLUTION METHOD

Paragraph 6.07 of the Agreement, Dispute Resolution, is supplemented to include the following Exhibit H Paragraph 1.01:

#### 1.01 Arbitration

- A. Method for Resolution of Disputes: All Disputes between Owner and Engineer that have not been resolved by negotiations or mediation will be settled by arbitration administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules (subject to the conditions and limitations of this Exhibit H Paragraph 1.01). This agreement to arbitrate will be specifically enforceable under the prevailing law of any court having jurisdiction.
- B. Arbitration Provisions
  - 1. Notice of the demand for arbitration must be filed in writing with the other party to the Agreement and with the selected arbitration administrator. The demand must be made within a reasonable time after the Dispute has arisen. In no event may the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such Dispute would be barred by the applicable statute of limitations.
  - 2. The arbitrator(s) must be licensed engineers, architects, contractors, attorneys, or construction managers. Hearings will take place pursuant to the standard procedures of the Construction Arbitration Rules that contemplate in-person hearings. The arbitrators will have no authority to award punitive or other damages not measured by the prevailing party's actual damages, except as may be required by statute or the Agreement. Any award in an arbitration initiated under this clause will be limited to monetary damages and include no injunction or direction to any party other than the direction to pay a monetary amount.
  - 3. If the applicable arbitration rules require a preliminary mediation, but the parties have already participated in mediation with respect to the Dispute, then the second mediation is not required.
  - 4. The rules of any arbitration must be supplemented to include the following: The award rendered by the arbitrators must be in writing, and include (a) a precise breakdown of the award, and (b) a written explanation of the award specifically citing the Agreement provisions deemed applicable and relied on in making the award.
  - 5. The award rendered by the arbitrators will be consistent with this Agreement and final, and judgment may be entered upon it in any court having jurisdiction thereof, and will not be subject to appeal or modification.
  - 6. The arbitrators will have the authority to allocate the costs of the arbitration process among the parties, but will only have the authority to allocate attorneys' fees if a specific Law or Regulation or this Agreement expressly permits them to do so.



7. The parties agree that failure or refusal of a party to pay its required share of the deposits for arbitrator compensation or administrative charges will constitute a waiver by that party of the right to present evidence or cross-examine witness. In such event, the other party will be required to present evidence and legal argument as the arbitrator(s) may require for the making of an award. Such waiver will not allow for a default judgment against the non-paying party in the absence of evidence presented as provided for above.
8. Except as may be required by Laws or Regulations, neither party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both parties, with the exception of any disclosure required by Laws and Regulations or the Agreement. To the extent any disclosure is allowed pursuant to the exception, the disclosure must be strictly and narrowly limited to maintain confidentiality to the extent possible.
9. If a Dispute in question between Owner and Engineer involves the work of a Contractor, Subcontractor, or consultants to the Owner, Subconsultants to the Engineer, or Engineer's Subcontractors (each a "Joinable Party"), and such Joinable Party has agreed contractually or otherwise to participate in a consolidated arbitration concerning this Project, then either Owner or Engineer may join such Joinable Party as a party to the arbitration between Owner and Engineer hereunder. Nothing in this Exhibit H Paragraph 1.01 nor in the provision of such contract consenting to joinder will create any claim, right, or cause of action in favor of the Joinable Party and against Owner or Engineer that does not otherwise exist.

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Exhibit H—Dispute Resolution.

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## EXHIBIT I—LIMITATIONS OF LIABILITY

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### ARTICLE 1—LIMITATIONS OF LIABILITY

Paragraph 6.10 of the Agreement is supplemented to include Exhibit I Paragraph(s) **1.01, Mutual Indemnification and 1.02, Limitation of Engineer's Liability**:

#### 1.01 Mutual Indemnification

- A. Indemnification by Owner: To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Subconsultants, and Engineer's Subcontractors, from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Owner or Owner's officers, directors, members, partners, agents, employees, or others retained by or under contract to the Owner with respect to this Agreement or to the Project.

#### 1.02 Limitation of Engineer's Liability

- A. Engineer's Liability Limited to Amount of Engineer's Compensation: To the fullest extent permitted by Laws and Regulations, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, members, partners, agents, employees, Subconsultants, and Engineer's Subcontractors, to Owner and anyone claiming by, through, or under Owner for any and all claims, losses, costs, or damages whatsoever (including but not limited to direct, indirect, special, incidental, punitive, exemplary, or consequential damages) arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied of Engineer or Engineer's officers, directors, members, partners, agents, employees, Subconsultants, or Engineer's Subcontractors, will not exceed the total compensation received by Engineer under this Agreement.

## EXHIBIT J—PAYMENTS TO ENGINEER FOR SERVICES AND REIMBURSABLE EXPENSES

### COMPENSATION PACKET BC-1: BASIC SERVICES—LUMP SUM

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#### ARTICLE 1—COMPENSATION PACKET BC-1: BASIC SERVICES—LUMP SUM

Article 2 of the Agreement is supplemented to include the following Exhibit J Paragraph 1.01:

1.01 Compensation for Basic Services (other than Resident Project Representative)—Lump Sum Method of Payment

A. Owner shall pay Engineer for Basic Services set forth in Exhibit A (except for Resident Project Representative services, if any) as follows:

1. A Lump Sum amount of **Two Hundred Eighteen Dollars (\$218,000)** based on the following estimated distribution of compensation:

a. Study and Report Phase	\$0
b. Preliminary Design Phase	\$65,000
c. Final Design Phase	\$87,000
d. Bidding and Negotiating Phase	\$22,000
e. Construction Phase	\$33,000
f. Post-Construction Phase	\$11,000

2. Engineer may alter the distribution of compensation between individual phases noted herein to be consistent with services actually rendered, but compensation will not exceed the total Lump Sum amount unless approved in writing by the Owner **and Agency**.

3. The Lump Sum includes compensation for Engineer's services and services of Engineer's Subcontractors and Subconsultants, if any. Appropriate amounts have been incorporated in the Lump Sum to account for labor costs, overhead, profit, and expenses (other than any expressly allowed Reimbursable Expenses).

4. In addition to the Lump Sum, Engineer is also entitled to reimbursement from Owner for the following Reimbursable Expenses (see Appendix 1 for rates or charges): **Not Applicable**.

5. The portion of the Lump Sum amount billed for Engineer's services will be based upon Engineer's estimate of the percentage of the total services actually completed during the billing period. If any Reimbursable Expenses are expressly allowed, Engineer may also bill for any such Reimbursable Expenses incurred during the billing period.

B. Period of Service: The compensation amount stipulated in Compensation Packet BC-1 is conditioned on a period of service not exceeding **thirty-six (36)** months. If such period of service is extended, the compensation amount for Engineer's services will be appropriately adjusted, **with concurrence of the Owner and Agency**.

## EXHIBIT J—PAYMENTS TO ENGINEER FOR SERVICES AND REIMBURSABLE EXPENSES

### COMPENSATION PACKET RPR-2: RESIDENT PROJECT REPRESENTATIVE—STANDARD HOURLY RATES

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#### ARTICLE 2—COMPENSATION PACKET RPR-2: RESIDENT PROJECT REPRESENTATIVE—STANDARD HOURLY RATES

Article 2 of the Agreement is supplemented to include the following Exhibit J Paragraph 2.01:

2.01 Compensation for Resident Project Representative Services—Standard Hourly Rates Method of Payment

A. Owner shall pay Engineer for Resident Project Representative Services as follows:

1. Resident Project Representative Services: For services of Engineer's Resident Project Representative (RPR), if any, under Exhibits A and D, an amount equal to the cumulative hours charged by each class of Engineer's personnel providing RPR services times Standard Hourly Rates for each applicable billing class, plus RPR-related Reimbursable Expenses and RPR-related Engineer's Subcontractors' and Subconsultants' charges, if any. Standard Hourly Rates are set forth in Appendix 2, Standard Hourly Rates Schedule.
2. The total compensation under this paragraph is estimated to be **Fifty-eight Thousand Dollars (\$58,000)** based upon full-time RPR services on an eight-hour workday, Monday through Friday, over a **45** day construction schedule.

B. Compensation for Reimbursable Expenses

1. For those Reimbursable Expenses that are directly related to the provision of RPR services and are not already accounted for in the compensation for Basic Services, Owner shall reimburse Engineer, using the rates set forth in Appendix 1, Reimbursable Expense Schedule, to this Exhibit J when applicable.
2. Such Reimbursable Expenses include, to the extent RPR-related, the expenses identified in Appendix 1 and the following: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; subsistence and transportation of Resident Project Representative; toll telephone calls, mobile phone charges, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar items. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.
3. The amounts payable to Engineer for Reimbursable Expenses, if any, will be those internal expenses related to RPR services that are actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to such services, the latter multiplied by a factor of **1.15**.

C. Other Provisions Concerning Payment

1. Whenever Engineer is entitled to compensation for the RPR-related charges of Engineer's Subcontractors and Subconsultants, that compensation will be the amounts

billed by Engineer's Subcontractors and Subconsultants to Engineer times a factor of **1.15**.

2. Factors: The external Reimbursable Expenses and Engineer's Subcontractors' and Subconsultants' factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.
3. Estimated Compensation Amounts
  - a. Engineer's estimate of the amounts that will become payable for specified services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.
  - b. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to Engineer that the total compensation amount thus estimated will be exceeded, Engineer shall give Owner **and Agency** written notice thereof, allowing Owner to consider its options, including suspension or termination of Engineer's services for Owner's convenience. Upon notice Owner and Engineer will promptly review the matter of services remaining to be performed and compensation for such services. Owner shall either exercise its right to suspend or terminate Engineer's services for Owner's convenience, agree to such compensation exceeding said estimated amount, or agree to a reduction in the remaining services to be rendered by Engineer, so that total compensation for such services will not exceed said estimated amount when such services are completed. If Owner decides not to suspend Engineer's services during negotiations and Engineer exceeds the estimated amount before Owner and Engineer have agreed to an increase in the compensation due Engineer or a reduction in the remaining services, then Engineer shall be paid for all services rendered hereunder.
4. The Standard Hourly Rates and the Reimbursable Expenses Schedule will be adjusted annually (as of **January 1**) to reflect equitable changes in the compensation payable to Engineer for RPR-related services and expenses. **Changes will not be effective unless and until concurred in by the Owner and Agency.**
5. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner ~~at cost~~ **at no cost**.

**EXHIBIT J—PAYMENTS TO ENGINEER FOR SERVICES AND REIMBURSABLE EXPENSES**  
**COMPENSATION PACKET AS-1: ADDITIONAL SERVICES—STANDARD HOURLY RATES**

---

**ARTICLE 3—COMPENSATION PACKET AS-1: ADDITIONAL SERVICES—STANDARD HOURLY RATES**

Article 2 of the Agreement is supplemented to include the following Exhibit J Paragraph 3.01:

**3.01 Compensation for Additional Services—Standard Hourly Rates Method of Payment**

- A. Owner shall pay Engineer for Additional Services, if any, as follows:
  - 1. For services of Engineer's personnel engaged directly on the Project pursuant to Exhibit A Paragraph 2.01 or 2.02, except for services as a consultant or witness under Exhibit A Paragraph 2.02.A.28 (which if needed will be separately negotiated based on the nature of the required consultation or testimony), an amount equal to the cumulative hours charged by each class of Engineer's personnel providing such Additional Services times Standard Hourly Rates for each applicable billing class, plus Additional Services-related Reimbursable Expenses and Additional Services-related Engineer's Subcontractors' and Subconsultants' charges, if any.
- B. Compensation for Reimbursable Expenses
  - 1. For those Reimbursable Expenses that are directly related to the provision of Additional Services, and are not already accounted for in the compensation for Basic Services or RPR-related services, Owner shall reimburse Engineer, using the rates set forth in Appendix 1 to this Exhibit J when applicable.
  - 2. Such Reimbursable Expenses include, to the extent Additional Services-related, the expenses identified in Appendix 1 and the following categories: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls, mobile phone charges, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar items. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.
  - 3. The amounts payable to Engineer for Reimbursable Expenses, if any, will be the Additional Services-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to such Additional Services, the latter multiplied by a factor of **1.15**.
- C. Other Provisions Concerning Payment for Additional Services
  - 1. Whenever Engineer is entitled to compensation for the charges of Engineer's Subcontractors and Subconsultants, such compensation will be the amounts billed by Engineer's Subcontractors and Subconsultants to Engineer times a factor of **1.15**.

2. Factors: The external Reimbursable Expenses and Engineer's Subcontractors' and Subconsultants' factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.
3. The Standard Hourly Rates and the Reimbursable Expenses Schedule will be adjusted annually (as of **January 1**) to reflect equitable changes in the compensation payable to Engineer for Additional Services-related services and expenses. **Changes will not be effective unless and until concurred in by the Owner and Agency.**
4. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner ~~at cost~~ **at no cost**.

## EXHIBIT J—PAYMENTS TO ENGINEER FOR SERVICES AND REIMBURSABLE EXPENSES

### APPENDIX 1: REIMBURSABLE EXPENSES SCHEDULE

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Reimbursable Expenses are subject to review and adjustment per Exhibit J. Rates and charges for Reimbursable Expenses as of the date of the Agreement are:

FAX	\$	*/page
8½"x11" Copies/Impression	\$	**/page
Black & White Copies: 8½ x 11	\$	\$0.10/page
Black & White Copies: 11 x 17	\$	\$0.50/page
Black & White Copies: 24 x 36	\$	\$3.00/page
Color Copies: 8½ x 11	\$	\$2.00/page
Color Copies: 11 x 17	\$	\$4.00/page
Blue Print Copies	\$	**/sq. ft.
Reproducible Copies (Mylar)	\$	**/sq. ft.
Reproducible Copies (Paper)	\$	*/sq. ft.
Mileage (auto)	\$	*/mile
Field Office Daily Charge	\$	\$50/day
Mileage (Field Truck)	\$	*/mile
Field Survey Equipment	\$	*/day
Confined Space Equipment	\$	*/day plus expenses
Resident Project Representative Equipment	\$	*/month
Computer CPU Charge	\$	*/hour
Specialized Software	\$	*/hour
Personal Computer Charge	\$	*/hour
CAD Charge	\$	*/hour
CAE Terminal Charge	\$	*/hour
VCR and Monitor Charge	\$	*/week, or \$ /month
Video Camcorder	\$	*/day, plus \$ /tape
Electrical Meters Charge	\$	*/week, or \$ /month
Flow Meter Charge	\$	*/week, or \$ /month
Rain Gauge	\$	*/week, or \$ /month
Sampler Charge	\$	*/week, or \$ /month
Dissolved Oxygen Tester Charge	\$	*/week
Fluorometer	\$	*/week
Laboratory Pilot Testing Charge	\$	*/week, or \$ /month
Soil Gas Kit	\$	*/day
Submersible Pump	\$	*/day
Water Level Meter	\$	*/day, or \$ /month
Soil Sampling	\$	*/sample
Groundwater Sampling	\$	*/sample
Health and Safety Level D	\$	*/day
Health and Safety Level C	\$	*/day
Electronic Media Charge	\$	*/hour
Long Distance Phone Calls	\$	*/minute
Mobile Phone	\$	*/minute
Meals and Lodging	\$	*/at cost

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Exhibit J—Payments to Engineer for Services and Reimbursable Expenses.

Appendix 1: Reimbursable Expenses Schedule.

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## EXHIBIT J—PAYMENTS TO ENGINEER FOR SERVICES AND REIMBURSABLE EXPENSES

### APPENDIX 2: STANDARD HOURLY RATES SCHEDULE

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A. Standard Hourly Rates

1. Standard Hourly Rates are set forth in this Appendix 2 to this Exhibit J and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
2. The Standard Hourly Rates apply only as specified in Exhibit J.

B. Schedule: Hourly rates for services performed on or after the date of the Agreement are:

Billing Class	Hourly Rate (\$/hr)	Project Anticipated Staff
Principal Engineer	\$175-235	\$225
Sr. Project Engineer	\$120-195	\$174
Senior Architect	\$120-195	\$165
Project Engineer (I-V)	\$90-155	\$140
Construction Observer/Manager	\$75-145	\$130
Technician (I-IV)	\$85-160	\$135
Funding Specialist	\$75-160	\$150
Project Coordinator	\$85-125	\$115
Registered Land Surveyor	\$105-165	\$165
Survey Crew	\$145	\$145
Survey Tech (I-IV)	\$65-115	\$115
Standard hourly rates include general copies, faxes, CADD equipment, phone calls, meals and lodging. Project staff hourly rates may change but will always stay within the hourly rate range unless otherwise changed by an Amendment to this Agreement.		

## RECORD OF PRECONSTRUCTION MEETING

DATE: 9 / 18 / 2025

CONTRACT: Lead Service Line Replacement Phase 1 (2025)

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OWNER: City of Lamberton

---

ENGINEER (Firm): Bollig Engineering

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CONTRACTOR (Firm): TE Underground

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### 1. Representatives:

OWNER: Lydell Sik, Mayor Valerie Halter, City Clerk Justin Thram, Public Works

ENGINEER: Scott Kuhlman, P.E. – Project Engr, Chris Brouwer - RPR

CONTRACTOR: Tony Dybdahl, Josh – TE Underground

### 2. Coordination with Utilities and Rights-of-Way: Utility and reps may leave after these discussions.

Telecommunications Clara City Telephone, Centurylink, Woodstock Telephone, LTS Telecommunication Services, Arvig

Gas CenterPoint Energy

Electric Redwood Electric Cooperative

Public Rights-of-Way (State, County, Township, etc.) NA

Railroad NA

Explain any portion of project not available to Contractor: none

### 3. Responsibilities of Consulting Engineer:

- Administer & interpret the Contract per approved Contract Documents
- Review and approve/reject Shop Drawings, progress schedules, and partial payment requests
- Observe construction and provide Resident Project Representative services
- Certify contractor payment requests and prepare Change Orders as required
- Certify construction compliance with Contract Documents and applicable codes/regulations
- Certify BABAA compliance
- Provide Certificate of Substantial Completion
- Provide final inspection and inspect to confirm completion of "punch list" items
- Perform "eleventh month" warranty inspection and provide list of repairs covered by Contractor's guarantee
- As necessary during construction, the Engineer 's consultant(s) will visit the construction site to determine compliance with the accepted Contract Documents and codes/regulations
- Engineer shall assist with preparation of MPFA monthly draw requests and MDH address submittals. (email)

NOTES:

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#### 4. Responsibilities of Owner:

- Attend periodic inspections with Contractors, Engineer
- Attend monthly (weekly if applicable) progress meetings, substantial completion inspection and final inspection.
- Initiate, review, and approve/reject Change Orders and partial payment estimates
- Coordinate communication to Contractor through the Engineer. Owner is not to direct the Contractor's work.
- Settlement of all contractual and administrative issues

NOTES:

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#### 5. Responsibilities of Funding Agency (MPFA):

- To observe and monitor the project to protect the Government's interest
- To observe and monitor the compliance of BABAA requirements
- To accept/reject partial payment estimates & approve/reject change orders

NOTES:

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#### 6. Responsibilities of Contractor:

- Complete the project construction in accordance with the Contract Documents
- Superintendent is to keep a daily log of general accomplishments, accidents or events that may cause a delay, and weather related items
- Carry out construction in accordance all applicable codes
- Carry out construction in accordance with all BABAA requirements and required tracking of materials
- Contract Documents shall be kept on site along with copies of all tests and reports. If conflicts arise between the Contract Documents and requirements of other agencies, the more restrictive will apply
- Contractor shall obtain permits as required by Contract and call for inspections as required by local or state agencies
- Prepare and maintains progress charts
- Attend all progress meetings, substantial and final inspections, and "eleventh month" warranty inspection
- The Contractor must provide space and protection for storage of materials and equipment at his/her own expense

NOTES:

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#### 7. Responsibilities of Other Agencies:

NOTES: MN PFA is funding the construction – monthly construction pay applications will be funded by MPFA.

MDH also has an administrative role in the funding.

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#### 8. General Discussion of Construction Contract:

Initiating Construction:

The Notice to Proceed shall be issued after the pre-construction conference, and when the Owner gives their consent.

Completion Time for the Contract:

Notice to Proceed: 9/18/2025 Substantial Completion: 10/12/2025 Final Completion: 12/5/2025

Discussed that the 10/12 SC date is functionally flexible, that the dates are really built around getting everything all closed out by the end of the calendar year for the sake of the audit, so the 12/5 date is more firm, in order to be in time for the December council meeting.

Liquidated damages will be as specified in the Contract and are as follow: (not cumulative if overlapping)

\$900 per day (failure to meet substantial completion)      \$450 per day (failure to meet final completion)

**Request for Extension of Contract Time:**

Extensions of the Contract Time must conform to the General Conditions of the Contract and be requested as a change order. Records supporting conditions contributing to the need for a time extension must be submitted along with the change order.

The Contractor is to supply a letter from the Supplier, as supporting material for the request/change order, in the event material unavailability is a basis for a request for extension of contract times.

**Procedures for Making Partial Payments: (*EJCDC C-620 Contractors Application for Payment - 2018 edition*)**

Application for payment is prepared by the Contractor, reviewed and approved by the Engineer and Owner, and then submitted to MPFA/MDH for review and disposition. Pay Requests can be prepared and routed for signature via hard copy or electronically.

Monthly Progress Meeting date: \_\_Morning of first Wednesday of each month? \_\_TBD? \_\_Likely not needed\_\_

Cut Off Date for submission to Engineer: \_\_First Monday of each month? \_\_10/3, 11/4, 12/4\_\_

Cut Off Date for submission to Owner: \_\_Council meetings are typically 2<sup>nd</sup> Mondays of each month\_\_

Payment for materials on-hand must be on site and secure with supporting documentation showing supplier has been paid. Lien Waivers will be required before any stored materials will be paid on any partial pay estimate.

5% retainage held through substantial completion, after substantial completion retainage to be reduced per contract documents.

Payments will be made from MPFA funds. Payments will depend on the timing of the City's receipt of funds from this agency.

**Guarantee on completed Work: (*Materials, Installed Equipment, Workmanship, Etc.*)**

Contractor shall guarantee work, equipment, materials, and workmanship for a minimum of one (1) year from date of substantial completion or for longer periods as required by the specifications and manufacturer's warranties.

**Other Requirements of the Contract and Specifications which deserve special discussion by all parties:**

Written evidence shall be presented that materials and labor are paid for prior to final payment to the Contractor. Form AIA G707 *Consent of Surety for Final Payment* shall be submitted with final pay request.

The substantial and final observation visits shall be scheduled at least 2 weeks in advance.

**NOTES:**

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**9. Contractor's Schedule:**

Schedule should be provided within 10 days after the effective date of the agreement (General Conditions 2.05). The Contractor shall submit a construction progress schedule showing the order in which he/she proposes to carry out the work, including the dates on which the work will start and estimated date of completion of each phase of the construction. Consideration must be given to needs of Owner and the planned operations of other Contractors.

- Contractor's plan for delivering Materials to project site: (Protection and Storage of materials.)
- The Contractor must provide any additional space for storage of materials and equipment, and protection for it at his/her own expense.

NOTES: Outreach to property owners as required to schedule the work

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#### 10. Schedule of Values:

When lump sum Contracts are used the Contractor shall provide a schedule of values within 10 days after the effective date of the agreement (General Conditions 2.05).

Not applicable.

#### 11. Sub Contracts:

All applicable conditions of the Contract shall also apply to Subcontractors. The Contractor shall provide a list of Subcontractors that will be utilized in completion of the Contract.

#### 12. Status of Materials or equipment furnished by Owner:

Schedule of future deliveries: \_\_\_\_\_

Procedures to be adopted by Contractor in accounting for and storage of such materials: *(Contractor shall submit information to determine the net change in quantities with each draw request.)*

NOTES: Not applicable. All materials to be furnished by Contractor, not Owner.

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#### 13. Change Orders:

***Prior to implementing any changes that alter the time, scope, or cost of the project, the Engineer shall submit a properly executed Change Order (EJCDC-C941) for review and concurrence by the Engineer, Owner, and MPFA/MDH.*** In addition, the following shall apply:

If a change is required to protect life, health, safety or property, the Engineer or Contractor should take appropriate action and submit a request for change in accordance with the Contract Documents.

NOTES: Documentation of any weather that impacts schedule will be required throughout the project, in the event a schedule adjustment change order is needed. See above regarding material availability.

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#### 14. Staking of Work:

The Contractor shall lay out the Work from the Engineer's established base lines and benchmarks. Contractor is responsible for all measurements. A licensed Engineer or licensed land surveyor should lay out complex designs.

Responsible Party for Benchmarks: Bolig Inc – Notify 48 hours in advance for additional staking.

#### 15. Project Observation

The Engineer shall make periodic observations to ensure the construction conforms to accepted Contractual Documents. All testing required shall be done as per Contract requirements. The Resident Project Representative shall maintain copies of all test reports and a copy of the daily logs on site.

NOTES: RPR representative will be Chris Brouwer.

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#### 16. Labor Requirements:

- Equal Employment Opportunity Requirements: All posters must be displayed at the job site in a manner whereby they can be viewed at any time. The Contractor will not discriminate against any employee or applicant for employment for reason of race, color, religion, sex, or national origin.
- State of Minnesota wage rates apply.

- Federal Davis-Bacon wage rates apply.
- Angela Olson from Bollig will be assisting with labor compliance.

#### 17. **Build America, Buy America Act (BABAA) requirements:**

Title IX of the Infrastructure Investment and Jobs Act (IIJA), Pub. L. 117-58 §§ 7091-70953 applies a Domestic Preference Requirement to this project.

Section 746 of Title VII of the Consolidated Appropriations Act of 2017 (Division A - Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2017) and subsequent statutes mandating domestic preference applies an American Iron and Steel requirement to this project.

These requirements overlap. However, generally compliance with BABAA will ensure compliance with AIS.

All parties are required to comply with these requirements and to ensure that all iron and steel, manufactured products, and construction materials used in this project are produced in the United States.

- Manufacturer Certification for each product delivered or installed to date. Manufacturer's Certification is required in order to be able to pay for that work item.
- Contractor's itemized list (to be kept at the Site) of de minimis components permanently incorporated into the improvements to date identify: (1) a detailed description and source of each de minimis component; (2) the number of units, materials cost per unit, and resulting materials cost; (3) the percentage of the materials cost of each de minimis component in relation to the total cost of the materials to be permanently incorporated into the improvements; and (4) the percentage of the materials cost of all de minimis components in relation to the total cost of the materials to be permanently incorporated into the improvements.

**Note that pitcher filters are not "permanently incorporated into the work" so BABAA cert is not required.**

#### 18. **Environmental Mitigation Measures.**

During construction, should anything of historic significance be encountered, all work should cease, and the following personnel should be notified immediately:

Redwood County Sheriff - 507-637-4036

Office of the State Archaeologist - 612-725-2411

#### 19. **Placement of Project signs and Posters:**

Contractor is responsible for erecting and maintaining the labor postings. These must be installed prior to payment of the first partial payment request.

#### 20. **Other Issues**

NOTES: See list of additional agenda items, attached.

#### 21. **Signatures:**

*The undersigned verify that the above information was presented at the Preconstruction Conference*

\_\_\_\_\_  
(Owner's Representative)      \_\_\_\_/\_\_\_\_/\_\_\_\_  
(Date)

\_\_\_\_\_  
(Contractor's Representative)      \_\_\_\_/\_\_\_\_/\_\_\_\_  
(Date)

\_\_\_\_\_  
(Engineer's Representative)      \_\_\_\_/\_\_\_\_/\_\_\_\_  
(Date)

## **Pre-Construction Conference Additional Agenda Items:**

### **Contract Items**

1. Agreement
  - a. Hard copies distributed today
  - b. Wage and Classification Worksheet – received with contract documents from Contractor

### **Construction Items**

1. Shop drawing submittals
  - a. BABAA forms – see page 187 in project manual – the following content is required on Manufacturer Certifications:
    - i. Linkage to project; project name, location, contract number, etc.
    - ii. Identification of products; product listing, reference to PO or invoice
    - iii. Compliance statement; BABA, BABAA, IJJA, BIL, AIS, etc.
    - iv. Manufacturing location; each step or final assembly
    - v. Signature; name, title, contact information
  - b. Manufacturer Certifications are required to be received before payment can be made on any items to which BABAA requirements apply.
  - c. BABAA does not apply to aggregate, bituminous, or concrete (it does apply to pre-cast concrete though)
2. Photos, pre- and post-installation.
3. Electrical grounding.
4. Pitcher filters and educational materials.
5. Pay applications require address listing, to be submitted to MDH on or around the 5<sup>th</sup> of each month. MPFA reimbursement requests are due by the 15<sup>th</sup> of each month.
6. Property owner / occupant contact information from City.
7. Turf restoration – what is the planned procedure?

- Water tower site available for materials storage and wage/labor postings.
- City yard waste site available for drill fluid / vac truck discharge disposal.
- Construction water is available from hydrants anywhere or overhead fill at WTP.
- Discussed drilling from across the street – watch out for edge drains on 3<sup>rd</sup>, 4<sup>th</sup>, and Ash.
- Discussed connecting to existing tracer wire and terminating with grounding rod at the building.
- Electrical system grounding investigations will be carried out at the time of service line installation; Contractor has electrician personnel available.
- Anticipated start either 9/24 or 9/29. Getting started on GSOC locates today.
- City provided contact information for property owners/occupants. All but one (600 Ash) has signed up and is ready to go; Val was in contact with the last one this morning following the meeting.
- Reviewed flushing procedures, pitcher filter distribution, educational materials printouts were supplied to Contractor.
- Two possible subcontractors; concrete and turf restoration; depending on actual scope and progress of the work.
- Discussed prior hardships on prior projects in these same areas with turf restoration and that adequate attention to turf establishment will be important.
- Scott will ask MDH / PFA on whether or not there is a possibility to include any additional service lines if the project is underrunning the budget, if Contractor is open to that. (Asked this afternoon, no response expected until after 9/24.)

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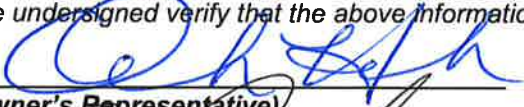
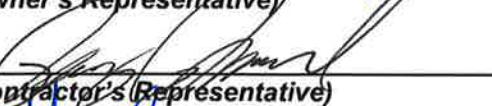

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The undersigned verify that the above information was presented at the Preconstruction Conference

 (Owner's Representative)	<u>9/18/25</u> (Date)
 (Contractor's Representative)	<u>9/18/25</u> (Date)
 (Engineer's Representative)	<u>9/18/2025</u> (Date)





Agreement	Name 1	Name 2	Physical Address	Mail Address	City	State	Zip	Phone	email	Notes
X	Jennifer	Evans	505 3rd Ave W		Lamberton	MN	56152	507-626-0085		
X	Nicholas	Grundhofer	405 3rd Ave W		Lamberton	MN	56152	575-914-8136	NGRUNDHOFER@OUTLOOK.COM	Renter - TRUCK DRIVER GONE A LOT
X	Howard	Leibowitz	405 3rd Ave W	211 Lafayette Ave S	Fulda	MN	56131	507-370-0055	none	Owner
X	Sandy	DeCock	311 3rd Ave W	905 S Douglas St	Lamberton	MN	56152	507-227-5351		Owner
X	Jada	Wellner	311 3rd Ave W	PO Box 195	Lamberton	MN	56152			Renter
X	Elizabeth	Schaffran	208 3rd Ave W	PO Box 201	Lamberton	MN	56152	320-905-0907	red_ted07@yahoo.com	
X	Jared	Wenisch	116 3rd Ave E		Lamberton	MN	56152	651-343-8455		
X	Ruth	Clarken	508 4th Ave W		Lamberton	MN	56152	507-752-7798	None	
X	Darrell	Knutson	504 4th Ave W		Lamberton	MN	56152	507-626-5515	<a href="mailto:knutsondarrell@yahoo.com">knutsondarrell@yahoo.com</a>	
X	Amanda	Wick	303 4th Ave W	PO Box 188	Lamberton	MN	56152	507-626-4743	<a href="mailto:paint2paint@hotmail.com">paint2paint@hotmail.com</a>	
X	David	Birch	211 4th Ave W	PO Box 111	Lamberton	MN	56152	507-626-0032		
X	Melissa	Frederickson	207 4th Ave W	PO BOX 198	Lamberton	MN	56152	(763) 301-9684		
X	Wes	Kruse	201 4th Ave W	PO Box 282	Lamberton	MN	56152			HARD TO GET AHOLD OF
X	Kathy	Valentin	111 4th Ave W	PO Box 524	Lamberton	MN	56152	507-829-3402		
X	Jami	Holman	107 4th Ave W	PO Box 303	Lamberton	MN	56152	(507) 822-8035		Renter
X	Adam	Serbus	107 4th Ave W	83467 280th St	Danube	MN	56230-1211	320-894-5275	none	Owner
X	Brandon	Juenemann	106 4th Ave E	15126 US HWY 71	Sanborn	MN	56083	507-227-8369	<a href="mailto:juenemannrentals@gmail.com">juenemannrentals@gmail.com</a>	
X	Bonnie	Nielsen	108 4th Ave E	PO Box 384	Lamberton	MN	56152	507-752-7836	none	
X	Terri	Sik	200 4th Ave E	PO Box 223	Lamberton	MN	56152	507-530-1155	<a href="mailto:lydellsik@gmail.com">lydellsik@gmail.com</a>	
X	Kim	Robinson	206 4th Ave E		Lamberton	MN	56152	507-323-7222	<a href="mailto:krobinson62dog@gmail.com">krobinson62dog@gmail.com</a>	
X	Danette	Knutson	201 Ash St S	PO Box 493	Lamberton	MN	56152	507-626-4887	<a href="mailto:danettek1224@gmail.com">danettek1224@gmail.com</a>	
X	Makayla	Fullerton	205 Ash St S	PO Box 351	Lamberton	MN	56152	507-822-6835	<a href="mailto:mkaylafullerton@live.com">mkaylafullerton@live.com</a>	
X	Jerome	Field	303 Ash St S		Lamberton	MN	56152	507-217-9162	<a href="mailto:jerryfield44@gmail.com">jerryfield44@gmail.com</a>	
X	Teresa	Ourada	505 Douglas St S	PO Box 431	Lamberton	MN	56152	507-626-5207	<a href="mailto:teresaurada@gmail.com">teresaurada@gmail.com</a>	
X	Larry & Betsy	Hubert	511 Douglas St S		Lamberton	MN	56152	507-220-0578	none	
	Michelle	Koppen	600 Elm St S		Lamberton	MN	56152	507-430-4854		
X	Boulder 5 Reno		711 Elm St S	2401 Blake St Unit 246	Denver	CO	80205	303-229-5671	<a href="mailto:helpsaveusall@icloud.com">helpsaveusall@icloud.com</a>	call for door code
X	Stacey	Ramthun	607 Fir St S		Lamberton	MN	56152	320-295-3982	<a href="mailto:stcey_ramthun@hotmail.com">stcey_ramthun@hotmail.com</a>	

## NOTICE TO PROCEED

Owner: City of Lambert Owner's Project No.: \_\_\_\_\_  
Engineer: Bollig Engineering Engineer's Project No.: 254013  
Contractor: TE Underground, LLC Contractor's Project No.: \_\_\_\_\_  
Project: Lead Service Line Replacements (Phase 1)  
Contract Name: Lead Service Line Replacements (Phase 1)  
Effective Date of Contract: August 27, 2025

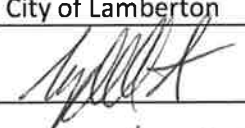
Owner hereby notifies Contractor that the Contract Times under the above Contract will commence to run on 9/18/2025 pursuant to Paragraph 4.01 of the General Conditions.

On that date, Contractor shall start performing its obligations under the Contract Documents. No Work will be done at the Site prior to such date.

In accordance with the Agreement:

The date by which Substantial Completion must be achieved is **October 12, 2025**, and the date by which readiness for final payment must be achieved is **December 5, 2025**.

Before starting any Work at the Site, Contractor must comply with the following: **N/A**.

Owner: City of Lambert  
By (signature):   
Name (printed): Lydell Sisk  
Title: Mayor  
Date Issued: 9/18/2025

Copy: Engineer

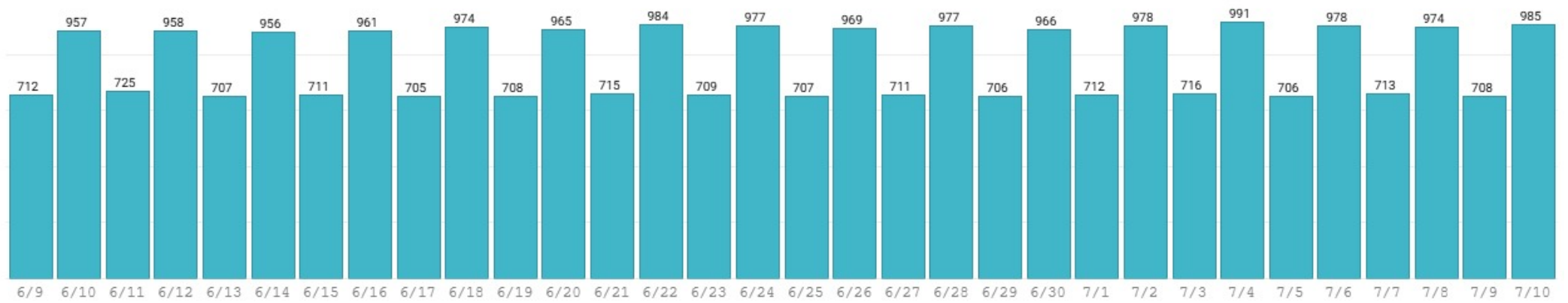
9-30-2025	<b>REQUEST FOR COUNCIL ACTION</b>																																																																			
TO:	HONORABLE MAYOR & CITY COUNCIL																																																																			
FROM:	Valerie Halter																																																																			
SUBJECT:	Craig & Gwen Batalden Water Bill																																																																			
	<p>Craig &amp; Gwen Batalden have 2 water meters. One for regular use and one for irrigation. With all the rain this year, they have not used the irrigation system, but the meter was showing usage.</p> <p>Justin went out and did a reading. It showed definite usage from 10pm – 2 am every day.  Craig had the irrigation guy there and he did not find anything.  Justin did replace the meter head (8/12/25), but there was nothing visibly wrong with it (the battery was still live).</p> <p>Usage went down after everything was checked.</p> <p>Craig came in and asked for credit on his bill. I told him what we have done in the past for those that have had water leaks and he did not feel it was good enough. I told him he would have to talk to you the council.</p> <table border="1"> <thead> <tr> <th>Usage for Month</th> <th>Start Date</th> <th>End Date</th> <th>Usage</th> <th>Charged</th> <th>2024 Usage</th> </tr> </thead> <tbody> <tr> <td>January</td> <td></td> <td></td> <td>0</td> <td>15.00 meter chg</td> <td></td> </tr> <tr> <td>February</td> <td></td> <td></td> <td>0</td> <td>15.00 meter chg</td> <td></td> </tr> <tr> <td>March</td> <td>3-1-2025</td> <td>3-31-2025</td> <td>0</td> <td>15.00 meter chg</td> <td></td> </tr> <tr> <td>April</td> <td>4-1-2025</td> <td>4-30-2025</td> <td>1879</td> <td>28.15</td> <td>0</td> </tr> <tr> <td>May</td> <td>5-1-25</td> <td>6-1-2025</td> <td>10298</td> <td>87.09</td> <td>788</td> </tr> <tr> <td>June</td> <td>6-1-2025</td> <td>7-1-2025</td> <td>25181</td> <td>191.27</td> <td>2067</td> </tr> <tr> <td>July</td> <td>7-1-2025</td> <td>8-1-2025</td> <td>25365</td> <td>192.56</td> <td>3109</td> </tr> <tr> <td>August</td> <td>8-1-25</td> <td>9-1-2025</td> <td>171</td> <td>16.20</td> <td>180</td> </tr> <tr> <td>September</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>October</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table> <p>I did reach out to Ferguson and asked the possibilities. This is her response:  <i>Hello, Valerie ~</i></p> <p><i>Thank you for reaching out!</i></p> <p><i>To answer your question, the register only moves when water is moving through the meter. Is this for Craig Batalden? I just pulled up his data log and the consumption pattern is too specific for it to be a defective register. Water ran through his meter from 10pm – 2am every day starting June 3<sup>rd</sup> and ending August 3<sup>rd</sup>.</i></p> <p><i>His sprinkler ran for four hours every night, and he didn't realize it. When did Justin change out the register? Before or after the Irrigation person stopped by? Has Justin data logged the new register to compare notes?</i></p> <p><i>Did you print this off for him? I would have print offs ready for the council. His consumption shows a <b>definite pattern</b>, and if the register had been defective, the consumption would have been very random.</i></p> <p><i>Please let me know if you have additional questions and if there is anything else I can do for you.</i>  <b>Karen Olson</b>  <b>Sales Project Manager IV</b></p> <p>Attached is a sample of the data report that was taken.</p>		Usage for Month	Start Date	End Date	Usage	Charged	2024 Usage	January			0	15.00 meter chg		February			0	15.00 meter chg		March	3-1-2025	3-31-2025	0	15.00 meter chg		April	4-1-2025	4-30-2025	1879	28.15	0	May	5-1-25	6-1-2025	10298	87.09	788	June	6-1-2025	7-1-2025	25181	191.27	2067	July	7-1-2025	8-1-2025	25365	192.56	3109	August	8-1-25	9-1-2025	171	16.20	180	September						October					
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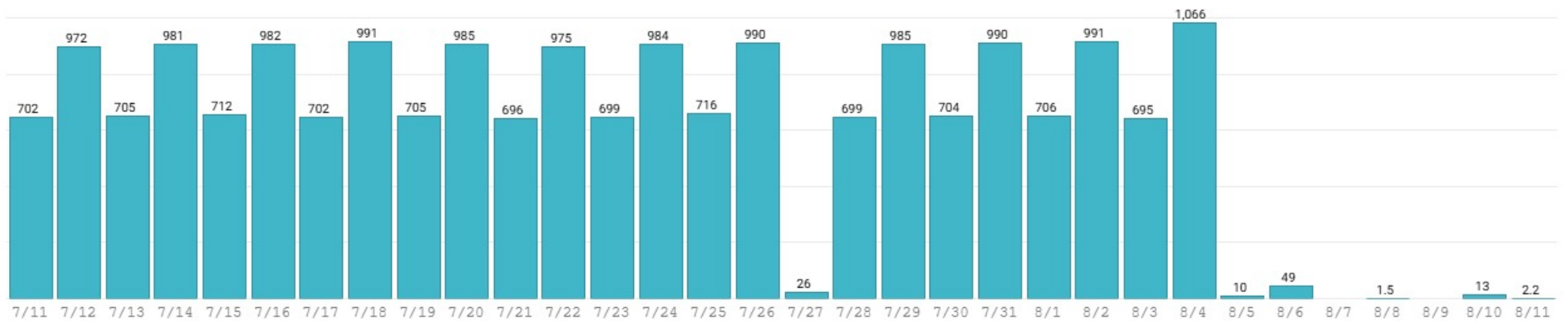
# DATA LOGGING REPORT

May 7, 2025 - August 11, 2025

BATALDEN, CRAIG  
Account Number: 010000010700002  
Address: 303 12TH AVE  
MIU#: 1850493704  
Size: 5/8" - 1" T-10  
UOM: GALLONS







Date/Time ↓	Reading	Consumption	Reverse Flow	Consumption Flag
08/11/2025 12:00	387862.3	2.2		
08/10/2025 12:00	387860.1	13.3		
08/09/2025 12:00	387846.8	0.0		
08/08/2025 12:00	387846.8	1.5		
08/07/2025 12:00	387845.3	0.0		
08/06/2025 12:00	387845.3	49.3		
08/05/2025 12:00	387796.0	10.0		
08/04/2025 12:00	387786.0	1066.1		
08/03/2025 12:00	386719.9	694.9		
08/02/2025 12:00	386025.0	991.0		
08/01/2025 12:00	385034.0	706.4		
07/31/2025 12:00	384327.6	989.6		
07/30/2025 12:00	383338.0	704.0		
07/29/2025 12:00	382634.0	984.5		
07/28/2025 12:00	381649.5	699.4		
07/27/2025 12:00	380950.1	25.5		
07/26/2025 12:00	380924.6	990.2		
07/25/2025 12:00	379934.4	715.8		

Date/Time ↓	Reading	Consumption	Reverse Flow	Consumption Flag
07/24/2025 12:00	379218.6	984.4		
07/23/2025 12:00	378234.2	698.9		
07/22/2025 12:00	377535.3	975.4		
07/21/2025 12:00	376559.9	695.5		
07/20/2025 12:00	375864.4	985.2		
07/19/2025 12:00	374879.2	705.2		
07/18/2025 12:00	374174.0	990.5		
07/17/2025 12:00	373183.5	701.9		
07/16/2025 12:00	372481.6	982.2		
07/15/2025 12:00	371499.4	712.4		
07/14/2025 12:00	370787.0	980.9		
07/13/2025 12:00	369806.1	705.3		
07/12/2025 12:00	369100.8	972.3		
07/11/2025 12:00	368128.5	702.4		
07/10/2025 12:00	367426.1	984.8		
07/09/2025 12:00	366441.3	707.7		
07/08/2025 12:00	365733.6	973.5		
07/07/2025 12:00	364760.1	713.3		



Date/Time ↓	Reading	Consumption	Reverse Flow	Consumption Flag
07/06/2025 12:00	364046.8	978.1		
07/05/2025 12:00	363068.7	705.9		
07/04/2025 12:00	362362.8	991.0		
07/03/2025 12:00	361371.8	716.4		
07/02/2025 12:00	360655.4	978.0		
07/01/2025 12:00	359677.4	711.9		
06/30/2025 12:00	358965.5	965.8		
06/29/2025 12:00	357999.7	706.0		
06/28/2025 12:00	357293.7	977.2		
06/27/2025 12:00	356316.5	710.8		
06/26/2025 12:00	355605.7	969.0		
06/25/2025 12:00	354636.7	706.5		
06/24/2025 12:00	353930.2	977.3		
06/23/2025 12:00	352952.9	708.5		
06/22/2025 12:00	352244.4	984.4		
06/21/2025 12:00	351260.0	714.6		
06/20/2025 12:00	350545.4	965.2		
06/19/2025 12:00	349580.2	707.9		

Date/Time ↓	Reading	Consumption	Reverse Flow	Consumption Flag
06/18/2025 12:00	348872.3	973.9		
06/17/2025 12:00	347898.4	705.1		
06/16/2025 12:00	347193.3	961.2		
06/15/2025 12:00	346232.1	711.0		
06/14/2025 12:00	345521.1	955.6		
06/13/2025 12:00	344565.5	706.8		
06/12/2025 12:00	343858.7	957.7		
06/11/2025 12:00	342901.0	725.1		
06/10/2025 12:00	342175.9	957.2		
06/09/2025 12:00	341218.7	712.0		
06/08/2025 12:00	340506.7	971.6		
06/07/2025 12:00	339535.1	721.4		
06/06/2025 12:00	338813.7	953.0		
06/05/2025 12:00	337860.7	724.4		
06/04/2025 12:00	337136.3	963.6		
06/03/2025 12:00	336172.7	715.7		
06/02/2025 12:00	335457.0	1671.0		
06/01/2025 12:00	333786.0	17.9		

Date/Time ↓	Reading	Consumption	Reverse Flow	Consumption Flag
05/31/2025 12:00	333768.1	12.7		
05/30/2025 12:00	333755.4	15.9		
05/29/2025 12:00	333739.5	7.1		
05/28/2025 12:00	333732.4	0.1		
05/27/2025 12:00	333732.3	0.1		
05/26/2025 12:00	333732.2	18.8		
05/25/2025 12:00	333713.4	24.1		
05/24/2025 12:00	333689.3	26.8		
05/23/2025 12:00	333662.5	10.9		
05/22/2025 12:00	333651.6	2.6		
05/21/2025 12:00	333649.0	0.1		
05/20/2025 12:00	333648.9	0.0		
05/19/2025 12:00	333648.9	0.1		
05/18/2025 12:00	333648.8	39.6		
05/17/2025 12:00	333609.2	0.0		
05/16/2025 12:00	333609.2	681.1		
05/15/2025 12:00	332928.1	0.1		
05/14/2025 12:00	332928.0	169.8		

Date/Time ↓	Reading	Consumption	Reverse Flow	Consumption Flag
05/13/2025 12:00	332758.2	353.4		
05/12/2025 12:00	332404.8	1807.1		
05/11/2025 12:00	330597.7	0.1		
05/10/2025 12:00	330597.6	1638.4		
05/09/2025 12:00	328959.2	8.4		
05/08/2025 12:00	328950.8	1633.9		
05/07/2025 12:00	327316.9	2.8		

Received in drop box 10-6-2025 emailed/texted to Leah & Lydell upon receipt.

Val —

To get respect, you  
first need to show  
respect.

I am one of several  
who have been at the  
end of your sharp  
tongue showing  
only disrespect.

You work for us  
residents —

You are not the Boss.



September 15, 2025

Ms. Valerie Halter, City Clerk  
City of Lamberton  
112 Second Ave West  
Lamberton, MN 56152

Phone: 507-752-7601

Email: [clerk@lambertonmn.com](mailto:clerk@lambertonmn.com)

Re: Invitation to Comment as a Consulting Party  
Proposed Telecommunications Pole  
Site Name: MN08 Lamberton HS SC - A  
TCNS #300820 Site # 616083635  
605 Birch Street  
Lamberton, Redwood County, Minnesota 56152  
Lat/Long: 44° 13' 37.21" N / 95° 15' 41.18" W  
Terracon Project Number: 05257517

To Whom it May Concern:

On behalf of Cellco Partnership and its controlled affiliates doing business as Verizon Wireless (Verizon Wireless), Terracon is writing to invite your comment on the effect of the above-referenced project on historic resources within the project's 0.5-mile Area of Potential Effects (APE) that are eligible for the National Register of Historic Places. We are requesting your review pursuant to Section 106 of the National Historic Preservation Act, the Advisory Council on Historic Preservation's Regulation for compliance with Section 106, the Nationwide Programmatic Agreement on the Collocation of Wireless Antennas (adopted March 16, 2001), and the Nationwide Programmatic Agreement, effective March 7, 2005.

Assessment for both historic properties and archaeological sites will be conducted, and a determination will be made of the project's direct and indirect effects on eligible properties. Consulting parties are invited to provide information concerning historic or archaeological properties already listed in the National Register or that could be eligible for listing in the National Register.

Verizon Wireless is proposing to construct a 35-foot telecommunication pole in the right-of-way of Birch Street.

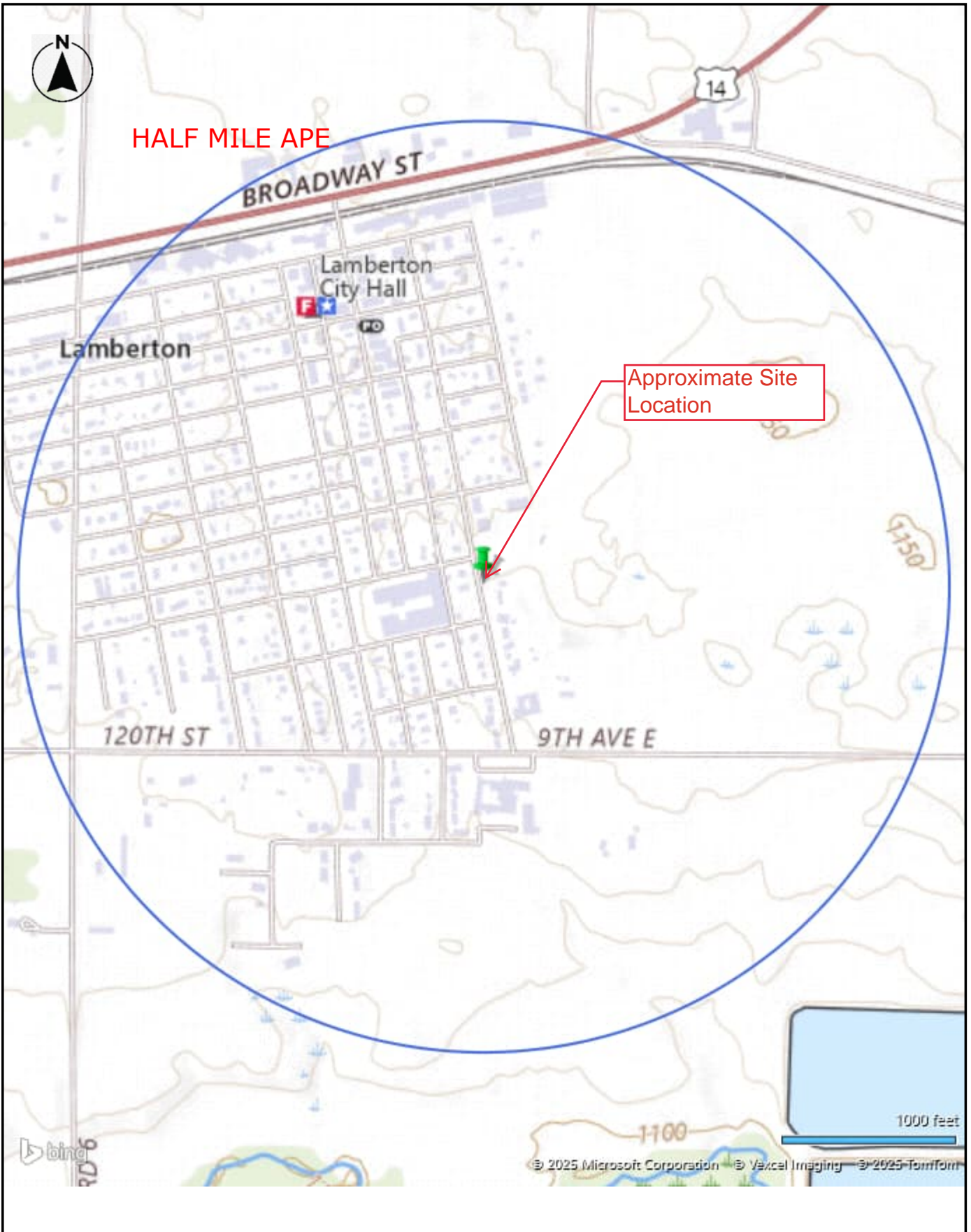
If you would like to comment on this undertaking, please respond to this letter within 30 days of its receipt. Thank you for your response on this matter. If you have any questions concerning this letter, please do not hesitate to call me at 651-894-6625. If you wish to respond by email, I may be reached at [jennifer.shepard@terracon.com](mailto:jennifer.shepard@terracon.com).


Sincerely,  
Terracon Consultants, Inc.

A handwritten signature in black ink that reads "Jennifer Shepard".

Jennifer Shepard  
Project Manager

Attachments: Project Location Map with APE, Site Plans



Project No. 05257571	 15080 A Cir Omaha, NE 68144-5558	APE RADIUS MAP	Exhibit
Scale: AS SHOWN		MN08 Lambertson HS SC	1
Client: Verizon Wireless		605 Birch St	
Date: 9/3/2025		Lambertson, MN	



[illegible]

CLIENT:

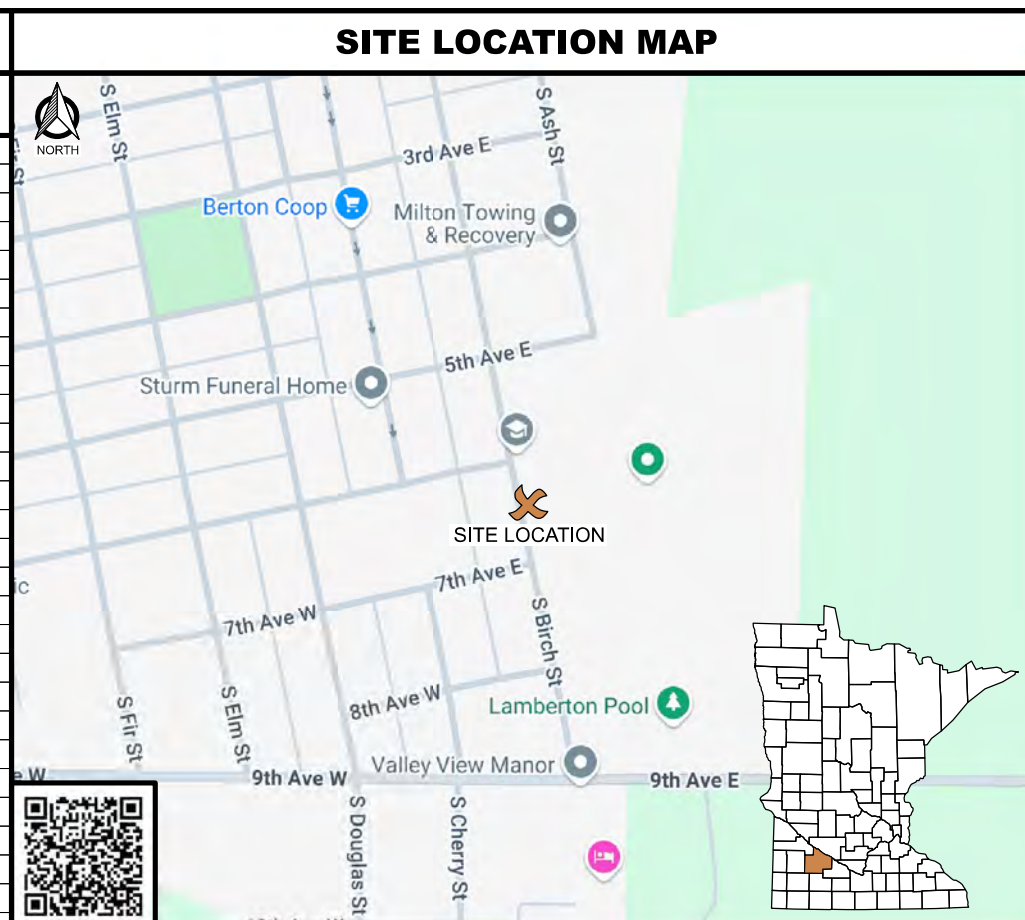
**verizon**


10801 BUSH LAKE RD  
BLOOMINGTON, MN 55438

I HEREBY CERTIFY THAT THIS PLAN SET WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION OTHER THAN THE EXCEPTIONS NOTED IN THE SHEET INDEX, AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

**TITLE SHEET**  
MN08 LAMBERTON HS SC  
LAMBERTON, MINNESOTA

PROJECT NO:		17528437
LOCATION CODE:		472866
RFDS DATE:		06/17/2025
<b>STRUCTURAL ANALYSIS:</b>		
DATE:	DESCRIPTION:	
07/10/25	REPORT NO. 42266	
<b>SUBMITTAL:</b>		
INT.	DATE:	DESCRIPTION:
ALT	07/25/25	REV. A
ALT	08/15/25	REV. 0
CHECKED BY	KJM	
EDGE SITE ID	S11674	
EDGE PROJ. #	42266	
SET TYPE	FINAL	
SHEET NUMBER	<b>G-001</b>	

[illegible]

<h2 style="text-align: center;">UTILITY INFORMATION</h2>	
<p><b>POWER PROVIDER:</b>          REDWOOD ELECTRIC COOPERATIVE          60 PINE ST.          CLEMENTS, MN 56224          PHONE: 1.844.905.2209</p>	<div style="text-align: center;">  </div> <p style="text-align: center;">TO OBTAIN LOCATION OF PARTICIPANTS' UNDERGROUND FACILITIES BEFORE YOU DIG IN MINNESOTA, CALL GOPHER STATE ONE CALL</p> <p style="text-align: center;">TOLL FREE: 1-800-252-1166          FAX A LOCATE: 1-800-236-4967</p> <p style="text-align: center;">MN STATUTE REQUIRES MIN. OF 48 HOURS NOTICE BEFORE YOU EXCAVATE</p>

# DIRECTORY

**VERIZON WIRELESS:**

CONTACT: NETWORK OUTREACH

EMAIL: vznetworkminnesota@verizonwireless.com

**ENGINEERING COMPANY:**

EDGE CONSULTING ENGINEERS, INC.

2101 HIGHWAY 13 W.

BURNSVILLE, MN 55337

CONTACT: KATELYN MOLINE

PHONE: 608.644.1449

**ASSET OWNER:**

VERIZON WIRELESS

10801 BUSH LAKE RD.

BLOOMINGTON, MN 55438

# PROJECT INFO

**APPROX. ADDRESS:**

605 BIRCH STREET

LAMBERTON, MN 56152

REDWOOD COUNTY

**SITE COORDINATES (PER 1A):**

LAT: 44° 13' 37.21" N (44.227003°)

LONG: 95° 15' 41.18" W (-95.261439°)

GROUND ELEV.: 1142' AMSL

**PROJECT NUMBER:**

17528437

**LOCATION CODE:**

472866

**EXISTING POLE TYPE:**

N/A

**EXISTING POLE FINISH:**

N/A

**NEW POLE MATERIAL:**

STEEL

**NEW POLE FINISH:**

PAINTED

**PAINT CODE:**

RAL 8017/SW 6006

**POLE DISPOSAL INFORMATION:**

N/A







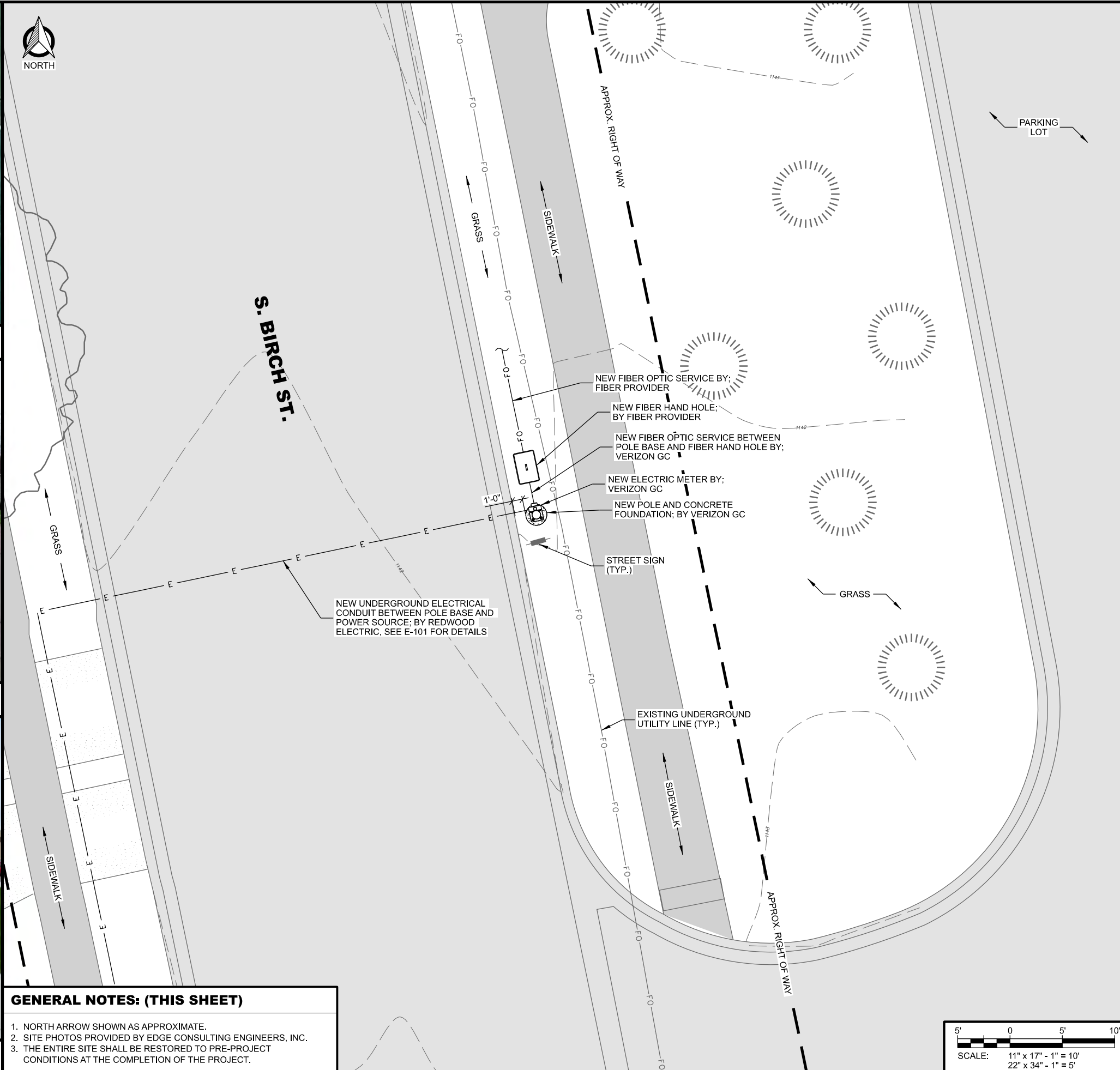
**A** **AERIAL OVERVIEW**



**B** **OVERVIEW OF SITE**



**C** **OVERVIEW OF SITE**



**GENERAL NOTES: (THIS SHEET)**

1. NORTH ARROW SHOWN AS APPROXIMATE.
2. SITE PHOTOS PROVIDED BY EDGE CONSULTING ENGINEERS, INC.
3. THE ENTIRE SITE SHALL BE RESTORED TO PRE-PROJECT CONDITIONS AT THE COMPLETION OF THE PROJECT.

CONSULTANT:

**Edge**  
Consulting Engineers, Inc.  
2101 HIGHWAY 13 W  
BURNSVILLE, MN 55337  
608.644.1449 VOICE  
www.edgeconsult.com

CLIENT:

**verizon**  
10801 BUSH LAKE RD  
BLOOMINGTON, MN 55438

ENGINEER SEAL:

**APPROVED**  
SEE G-101 FOR ENGINEER'S  
STAMP AND SIGNATURE

I HEREBY CERTIFY THAT THIS PLAN  
SET WAS PREPARED BY ME OR  
UNDER MY DIRECT SUPERVISION  
OTHER THAN THE EXCEPTIONS  
NOTED IN THE SHEET INDEX, AND  
THAT I AM A DULY LICENSED  
PROFESSIONAL ENGINEER  
UNDER THE LAWS OF THE  
STATE OF MINNESOTA.

**SITE PLAN**  
MN08 LAMBERTON HS SC  
LAMBERTON, MINNESOTA

PROJECT NO:	17528437
LOCATION CODE:	472866
RFDS DATE:	06/17/2025

**STRUCTURAL ANALYSIS:**

DATE:	DESCRIPTION:
07/10/25	REPORT NO. 42266

**SUBMITTAL:**

INT.	DATE:	DESCRIPTION:
ALT	07/25/25	REV. A
ALT	08/15/25	REV. 0

CHECKED BY:	KJM
EDGE SITE ID	S11674
EDGE PROJ. #	42266
SET TYPE	FINAL
SHEET NUMBER	<b>C-101</b>

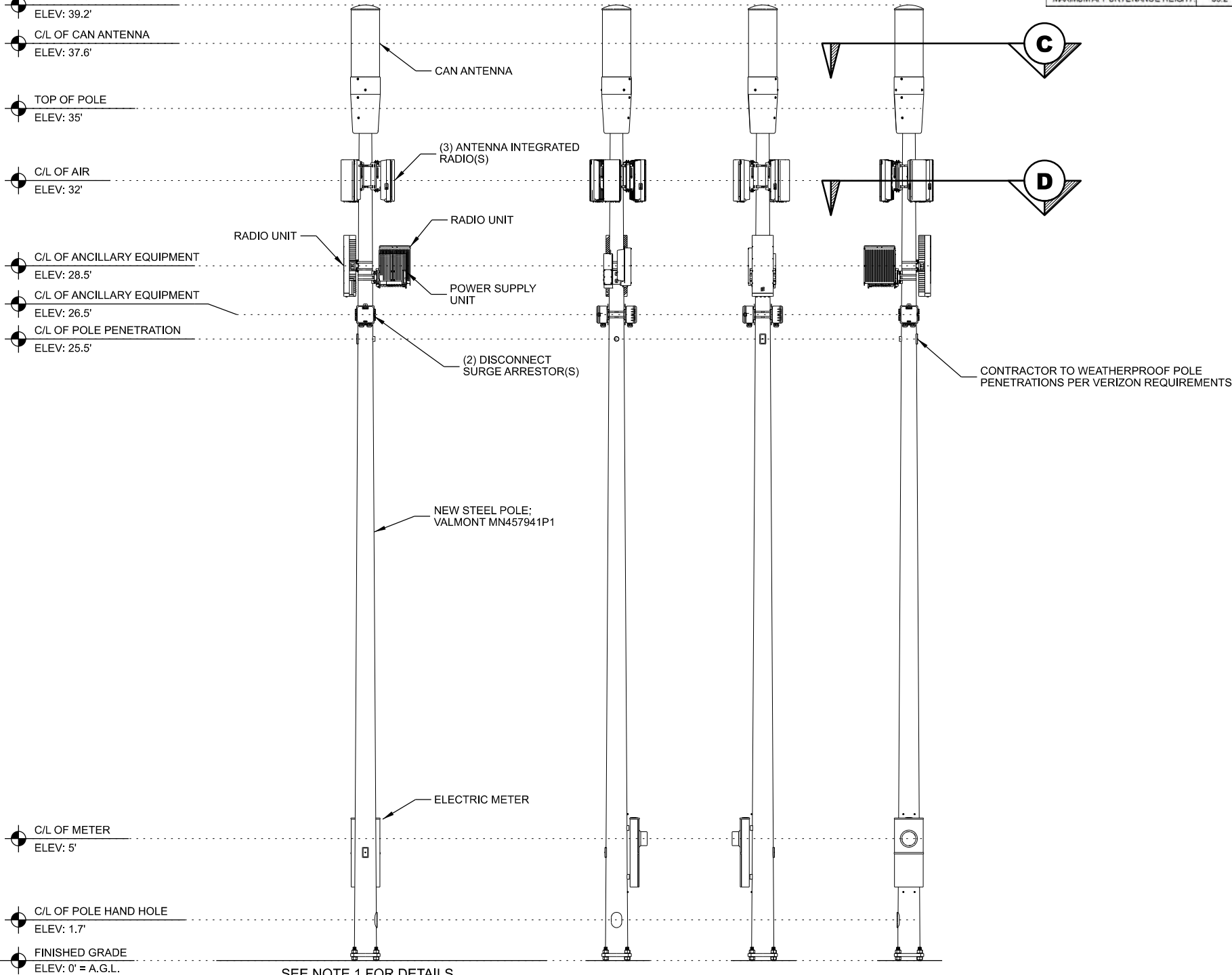
PROPOSED ANTENNA LOADING										
SECTOR	AZMUTH	QTY	MANUFACTURER	MODEL	ANTENNA HEIGHT	ANTENNA WIDTH	ANTENNA WEIGHT	ANTENNA T/P	ANTENNA CENTER	ELEC DT
ALPHA	340°	1	JMA	CX060M236-1C	29.4"	14"	38.6 lbs	38.8'	37.6'	2"
ALPHA	340°	1	ERICSSON	AIR1672	20.4"	7.9"	26.5 lbs	32.9'	32.0'	2"
BETA	100°	1	ERICSSON	AIR1672	20.4"	7.9"	26.5 lbs	32.9'	32.0'	2"
GAMMA	220°	1	ERICSSON	AIR1672	20.4"	7.9"	26.5 lbs	32.9'	32.0'	2"

PROPOSED EQUIPMENT LOADING					
QTY	MANUFACTURER	MODEL	HEIGHT	MOUNT	ORIENTATION
1	ERICSSON	Radio4455	28.5'	RRU Hinge Mount	Street
1	ERICSSON	Radio4490	28.5'	Gen2 Rail	Street +90°
1	ERICSSON	PSU6308	28.5'	Gen2 Rail	Street -90°
1	RAYCAP	RSCAC-1333-P-240	26.5'	Band Strap	Street -90°
1	RAYCAP	RSCAC-1333-P-240	26.5'	Band Strap	Street +90°

**A ANTENNA & EQUIPMENT KEY**

View Direction:

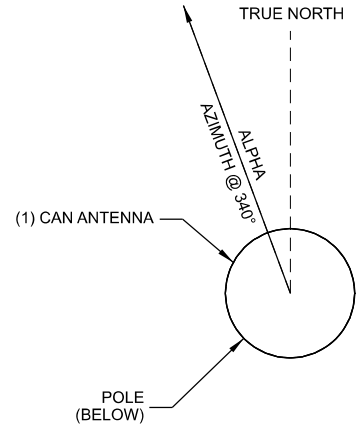
- MAX APPURTENANCE  
ELEV: 39.2'
- C/L OF CAN ANTENNA  
ELEV: 37.6'
- TOP OF POLE  
ELEV: 35'
- C/L OF AIR  
ELEV: 32'
- C/L OF ANCILLARY EQUIPMENT  
ELEV: 28.5'
- C/L OF ANCILLARY EQUIPMENT  
ELEV: 26.5'
- C/L OF POLE PENETRATION  
ELEV: 25.5'



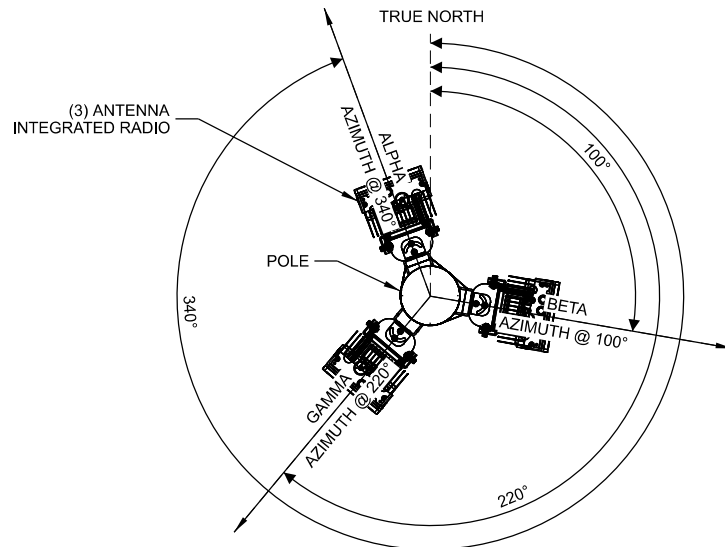
**B POLE ELEVATION**  
SCALE: 11" x 17" - 3/16" = 1'-0"  
22" x 34" - 3/8" = 1'-0"

**GENERAL NOTES: (THIS SHEET)**

- REFER TO STRUCTURAL ANALYSIS IDENTIFIED ON G-001 FOR STRUCTURAL FOUNDATION DETAILS OF EXISTING POLE.
- ALL HARDWARE SHALL BE STAINLESS STEEL.
- ALL CABLES SHALL BE SECURED TO POLE EVERY 36" OR LESS.
- LIGHTNING RODS SHALL BE INCLUDED WHERE REQUIRED.
- ALL NEW POLE MOUNTED EQUIPMENT TO BE PAINTED TO MATCH POLE; SEE PAINT SPECIFICATION IDENTIFIED ON G-001.
- AIR PRODUCTS ARE TO BE WRAPPED IN A 3M VINYL FILM. CONTRACTOR IS TO UTILIZE "HYDROPHOBIC mmW 5G WRAP" COLOR MATCHED TO NEW STRUCTURE; PEOPLESOFT NO. 900-243-7, OR APPROVED EQUIV.



**C ANTENNA LAYOUT PLAN**  
SCALE: 11" x 17" - 3/4" = 1'-0"  
22" x 34" - 1-1/2" = 1'-0"



**D ANTENNA LAYOUT PLAN**  
SCALE: 11" x 17" - 3/4" = 1'-0"  
22" x 34" - 1-1/2" = 1'-0"

CONSULTANT:



CLIENT:



ENGINEER SEAL:

**- APPROVED -**  
SEE G-001 FOR ENGINEER'S  
STAMP AND SIGNATURE

I HEREBY CERTIFY THAT THIS PLAN  
SET WAS PREPARED BY ME OR  
UNDER MY DIRECT SUPERVISION  
OTHER THAN THE EXCEPTIONS  
NOTED IN THE SHEET INDEX, AND  
THAT I AM A DULY LICENSED  
PROFESSIONAL ENGINEER  
UNDER THE LAWS OF THE  
STATE OF MINNESOTA.

**SITE ELEVATION &  
ANTENNA CONFIGURATION**  
MN08 LAMBERTON HS SC  
LAMBERTON, MINNESOTA

PROJECT NO:	17528437
LOCATION CODE:	472866
RFDS DATE:	06/17/2025

**STRUCTURAL ANALYSIS:**

DATE:	DESCRIPTION:
07/10/25	REPORT NO. 42266

**SUBMITTAL:**

INT.	DATE:	DESCRIPTION:
ALT	07/25/25	REV. A
ALT	08/15/25	REV. 0

CHECKED BY: KJM

EDGE SITE ID: S11674

EDGE PROJ. #: 42266

SET TYPE: FINAL

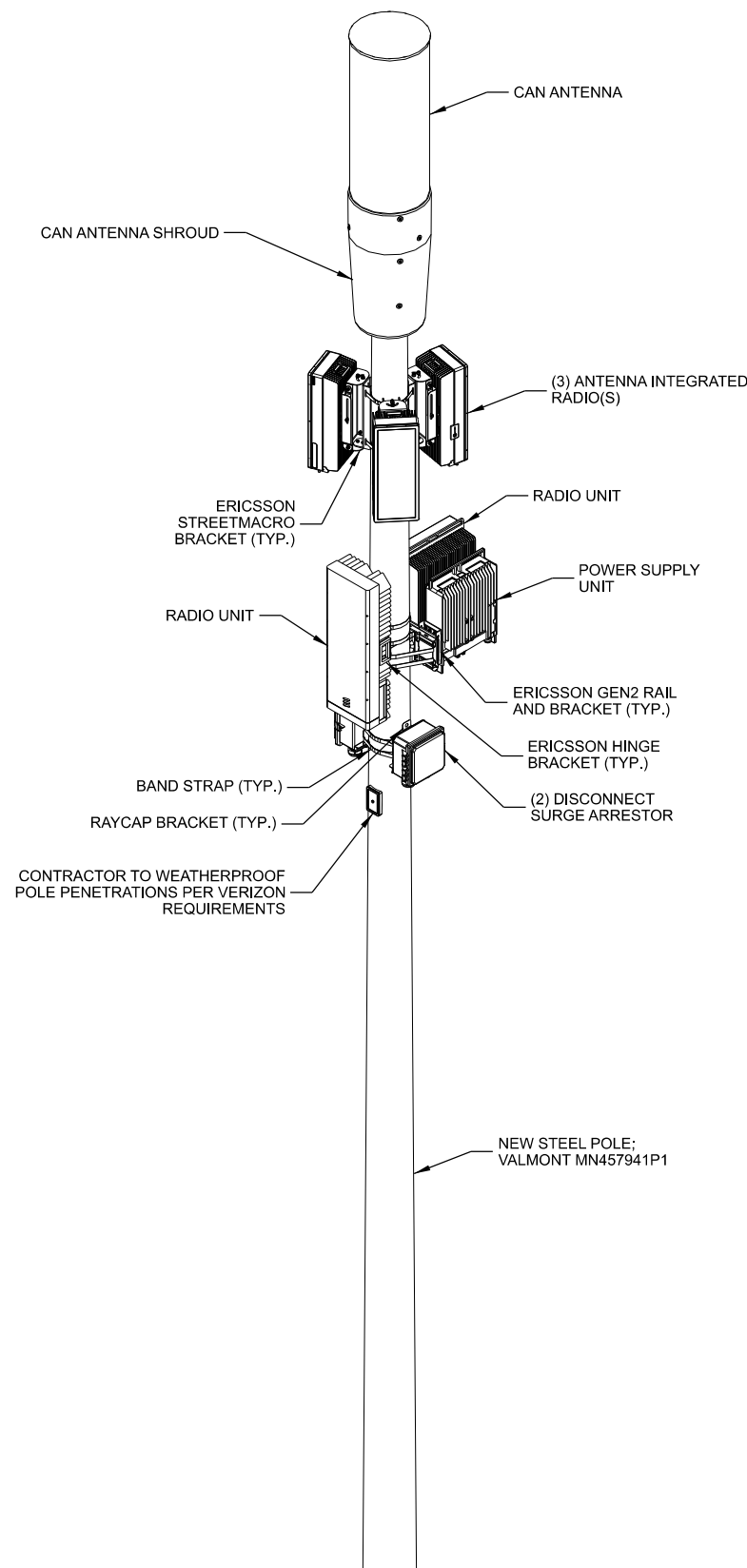
SHEET NUMBER: **T-201**



L:\42200\42266\Design\CAD\CD\Print-T-501.dgn

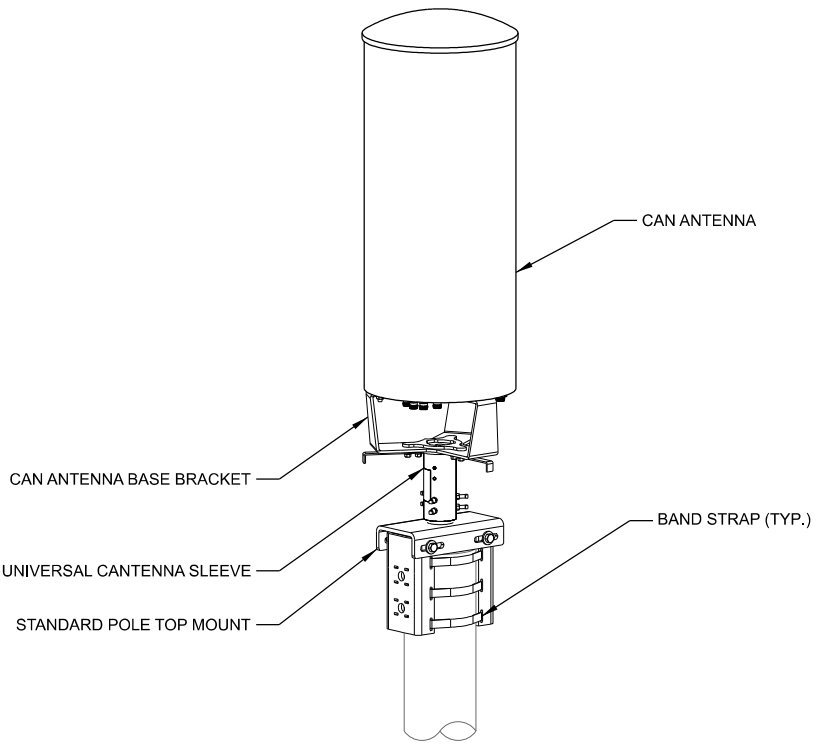
A

POLE ISOMETRIC



D

ERICSSON RADIO & PSU

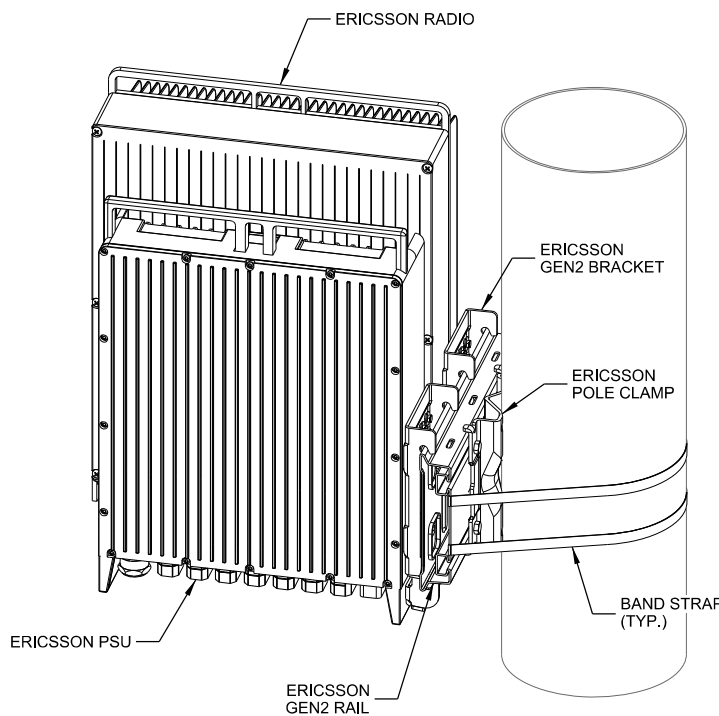


NOTE:  
1. THE MOUNT IS SHOWN WITHOUT THE SHROUD FOR CLARITY

B CAN ANTENNA

D

ERICSSON RADIO & PSU



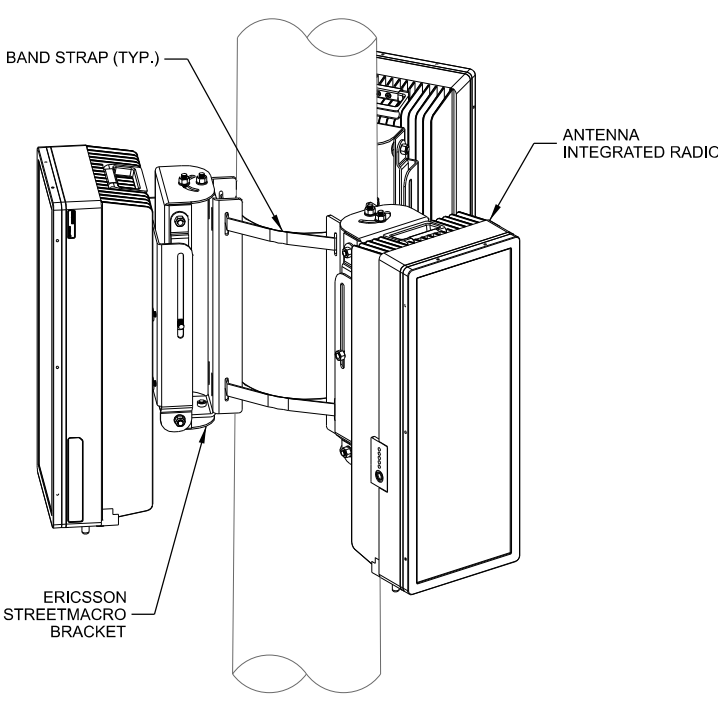
NOTE:  
1. EQUIPMENT QUANTITIES SHOWN FOR ILLUSTRATIVE PURPOSES ONLY AND MAY NOT REPRESENT THE FINAL INSTALLATION.

D

ERICSSON RADIO & PSU

C

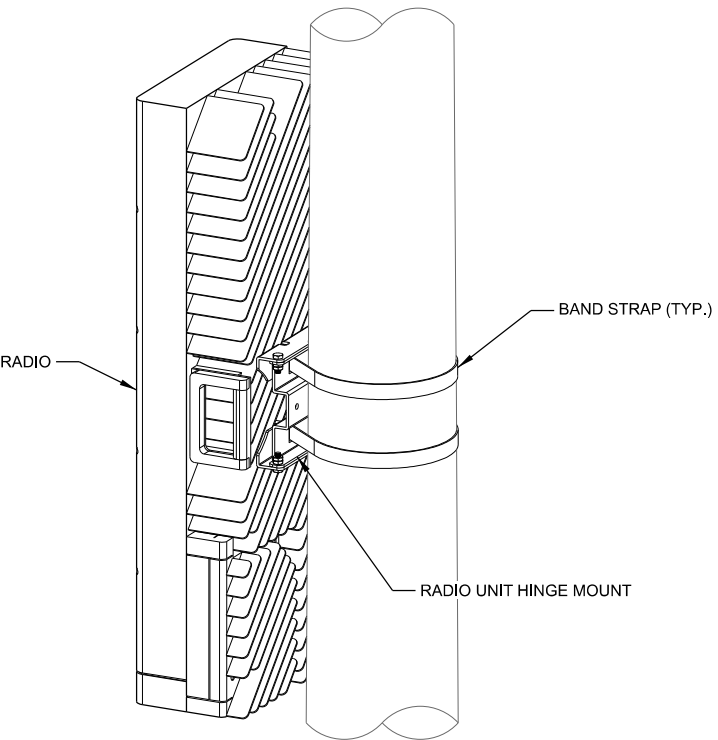
ANTENNA INTEGRATED RADIO



NOTES:  
1. THE ORIENTATION SHOWN IS FOR CLARITY AND DOES NOT ACCURATELY REPRESENT THE AZIMUTH OF THE ANTENNAS.  
2. EQUIPMENT QUANTITIES SHOWN FOR ILLUSTRATIVE PURPOSES ONLY AND MAY NOT REPRESENT THE FINAL INSTALLATION.

C

ANTENNA INTEGRATED RADIO



NOTE:  
1. EQUIPMENT QUANTITIES SHOWN FOR ILLUSTRATIVE PURPOSES ONLY AND MAY NOT REPRESENT THE FINAL INSTALLATION.

E

REMOTE RADIO UNIT

CONSULTANT:

**Edge**  
Consulting Engineers, Inc.  
2101 HIGHWAY 13 W  
BURNSVILLE, MN 55337  
608.644.1449 VOICE  
www.edgeconsult.com

CLIENT:

**verizon**  
10801 BUSH LAKE RD  
BLOOMINGTON, MN 55438

ENGINEER SEAL:

**APPROVED**  
SEE G-001 FOR ENGINEER'S  
STAMP AND SIGNATURE

I HEREBY CERTIFY THAT THIS PLAN SET WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION OTHER THAN THE EXCEPTIONS NOTED IN THE SHEET INDEX, AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

**INSTALLATION DETAILS**  
MN08 LAMBERTON HS SC  
LAMBERTON, MINNESOTA

PROJECT NO: 17528437  
LOCATION CODE: 472866  
RFDS DATE: 06/17/2025

STRUCTURAL ANALYSIS:

DATE: 07/10/25 DESCRIPTION: REPORT NO. 42266

SUBMITTAL:

INT.	DATE	DESCRIPTION
ALT	07/25/25	REV. A
ALT	08/15/25	REV. 0

CHECKED BY: KJM

EDGE SITE ID: S11674

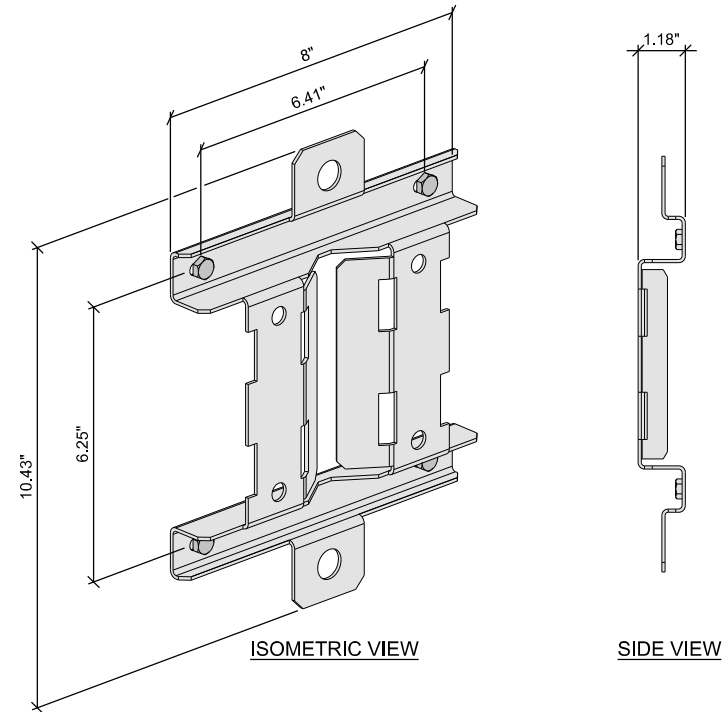
EDGE PROJ. #: 42266

SET TYPE: FINAL

SHEET NUMBER: **T-501**

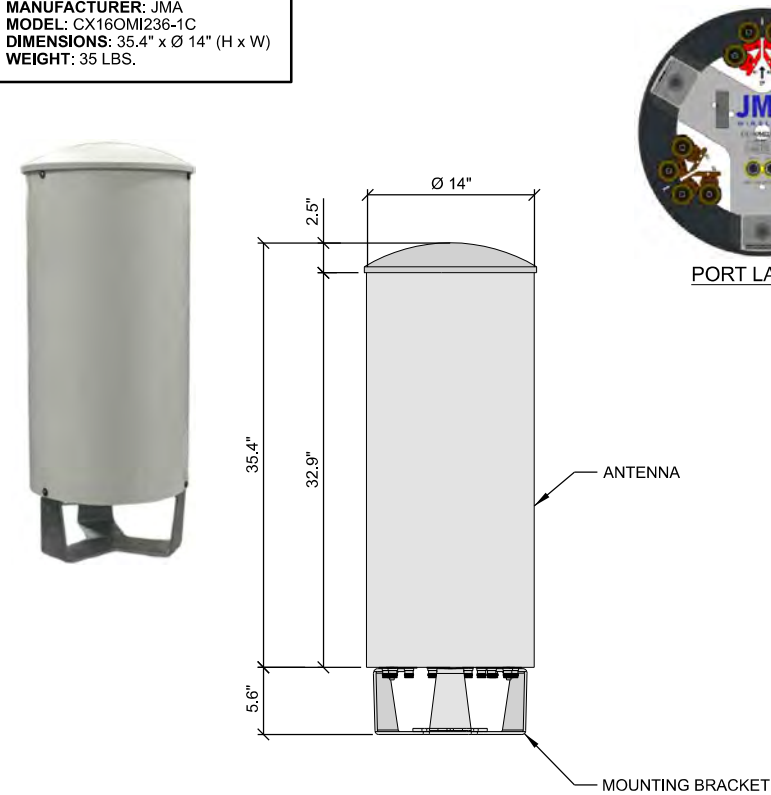


**MANUFACTURER:** RAYCAP  
**MODEL:** RVZDC-2210-P-48  
**DIMENSIONS:** 10.43" x 8" x 1.18" (H x W x D)  
**WEIGHT:** 8 LBS.



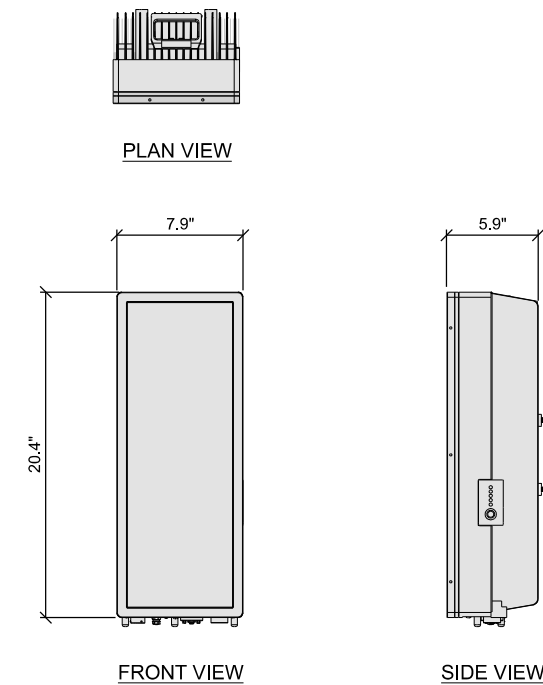
## A RAYCAP MOUNTING BRACKET

**MANUFACTURER:** JMA  
**MODEL:** CX16OMI236-1C  
**DIMENSIONS:** 35.4" x Ø 14" (H x W)  
**WEIGHT:** 35 LBS.



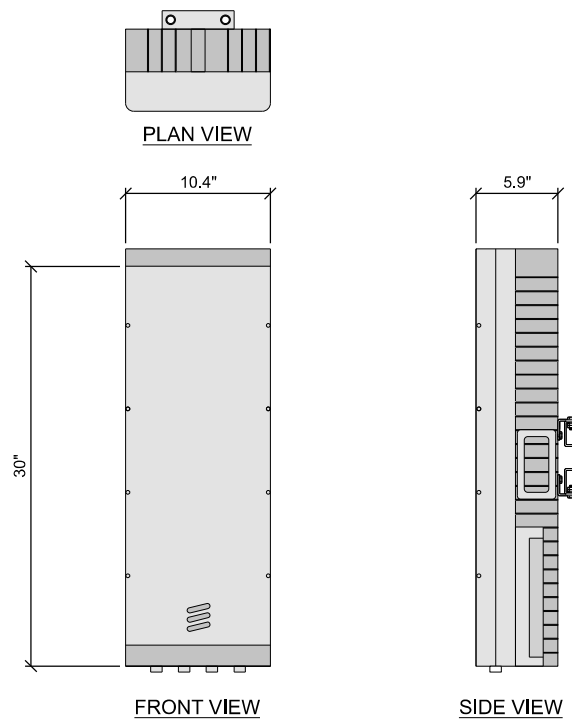
**B** **JMA CX16OMI236-1C**

**MANUFACTURER:** ERICSSON  
**MODEL:** AIR1672  
**DIMENSIONS:** 20.4" x 7.9" x 5.9" (H x W x D)  
**WEIGHT:** 26.45 LBS  
**POWER SOURCE:** AC



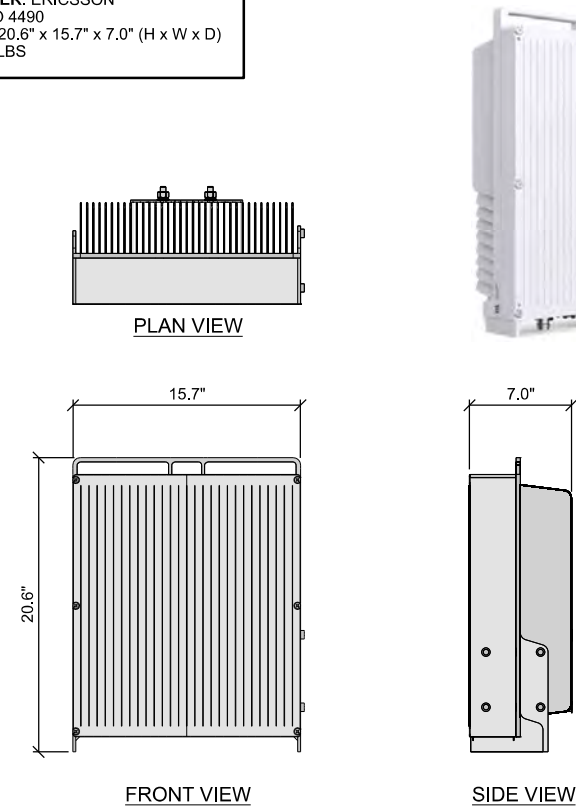
**C** **ERICSSON AIR1672**

**MANUFACTURER:** ERICSSON  
**MODEL:** RADIO 4455  
**DESCRIPTION:** DUAL BAND RADIO, AC POWER  
**DIMENSIONS:** 30" x 10.4" x 5.9" (H x W x D)  
**WEIGHT:** 59.5 LBS



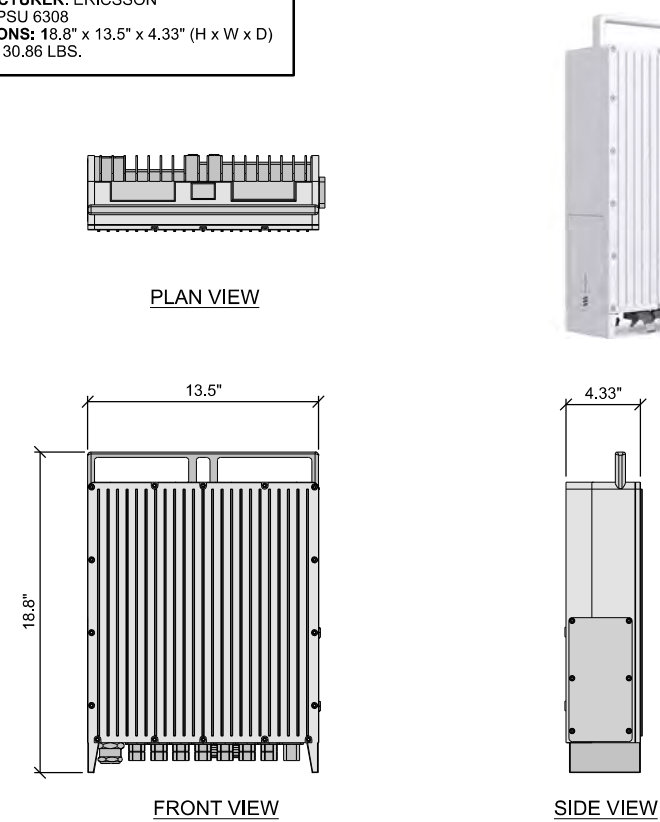
**D ERICSSON RADIO 4455**

**MANUFACTURER:** ERICSSON  
**MODEL:** RADIO 4490  
**DIMENSIONS:** 20.6" x 15.7" x 7.0" (H x W x D)  
**WEIGHT:** 68.4 LBS



**E** **ERICSSON RADIO 4490**

**MANUFACTURER:** ERICSSON  
**MODEL:** PSU 6308  
**DIMENSIONS:** 18.8" x 13.5" x 4.33" (H x W x D)  
**WEIGHT:** 30.86 LBS.



## **F ERICSSON PSU 6308 (POWER SUPPLY UNIT)**

CONSULTANT:



CLIENT:



ENGINEER SEAL:



I HEREBY CERTIFY THAT THIS PLAN SET WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION OTHER THAN THE EXCEPTIONS NOTED IN THE SHEET INDEX, AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

**ANTENNA & EQUIPMENT SPECIFICATIONS**  
MN08 LAMBERTON HS SC  
LAMBERTON, MINNESOTA

PROJECT NO:	17528437
LOCATION CODE:	472866
RFDS DATE:	06/17/2025

### STRUCTURAL ANALYSIS:

DATE:	DESCRIPTION:
07/10/25	REPORT NO. 42266

**SUBMITTAL:**

INT.	DATE:	DESCRIPTION:
ALT	07/25/25	REV. A
ALT	08/15/25	REV. 0

CHECKED BY	KJM
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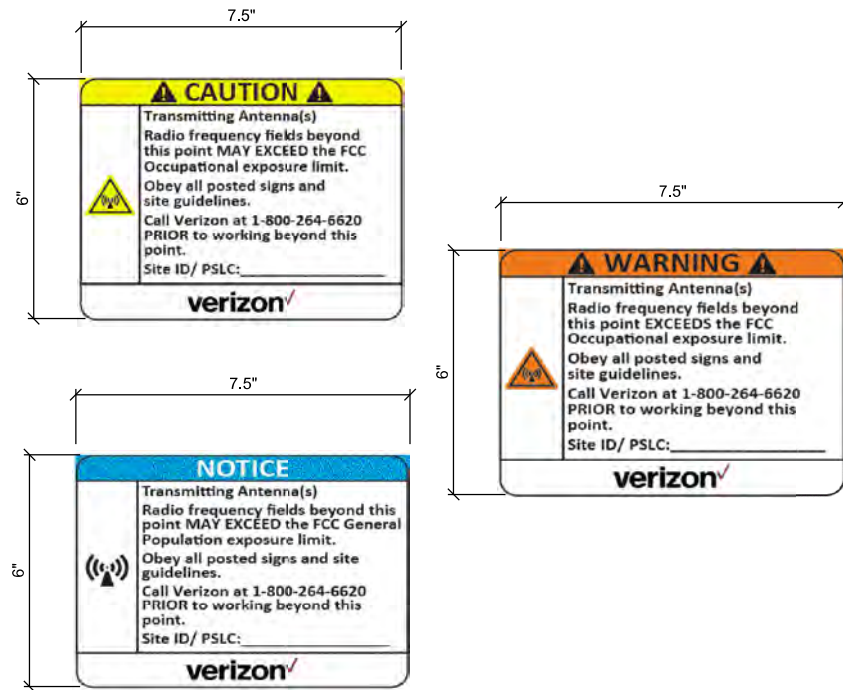
EDGE SITE ID	S11674
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EDGE PROJ. #	42266
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SET TYPE	FINAL
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SHEET  
NUMBER

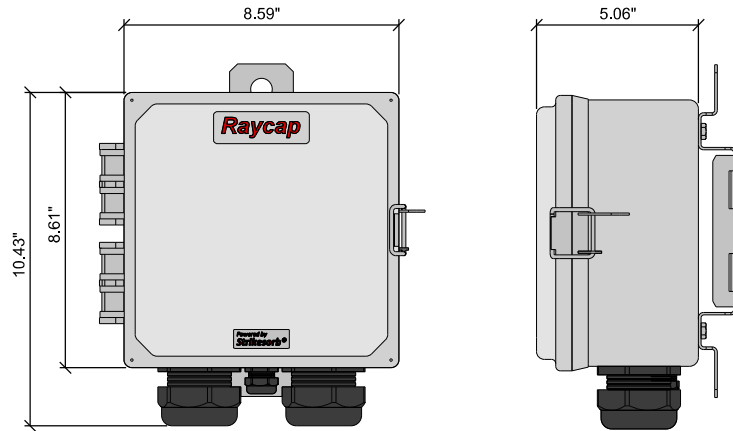




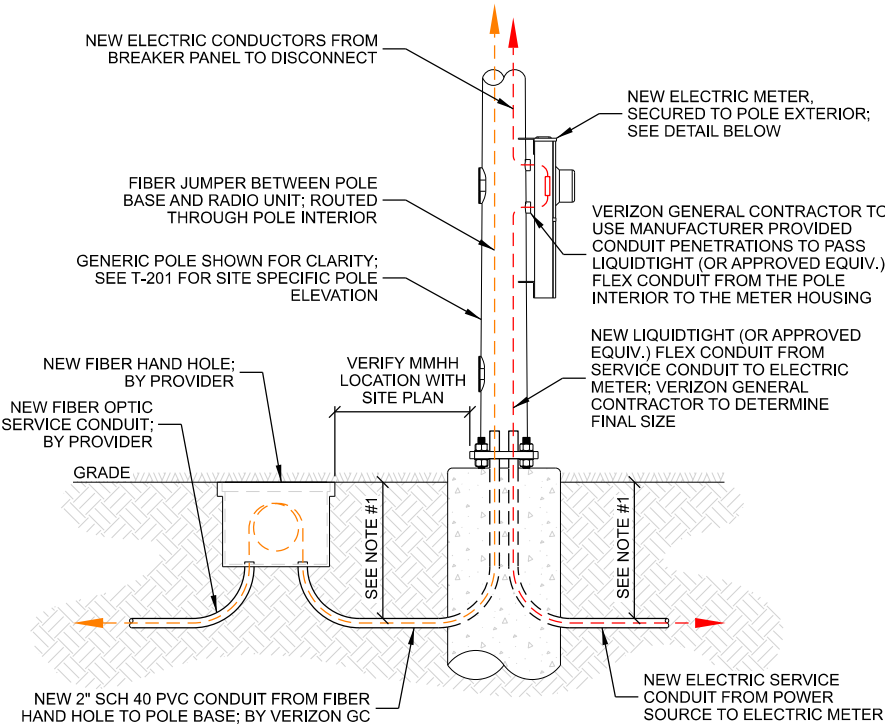
- NOTES:
- THE GC IS TO CONFIRM WITH VZW CE ON THE PROPER COLOR AND HEIGHT THE RF SIGNS ARE TO BE ATTACHED TO THE POLE

**A RF WARNING SIGNS**

MANUFACTURER: RAYCAP  
MODEL: RSCAC-1333-P-240  
DIMENSIONS: 10.43" x 8.59" x 5.06" (H x W x D)  
WEIGHT: 8 LBS.  
MAIN BREAKER: 60A  
BRANCH BREAKERS: UP TO (6) 15A, 20A, OR 30A  
SUPPLIED WITH MOUNTING BRACKET: RVZDC-2210-P-48

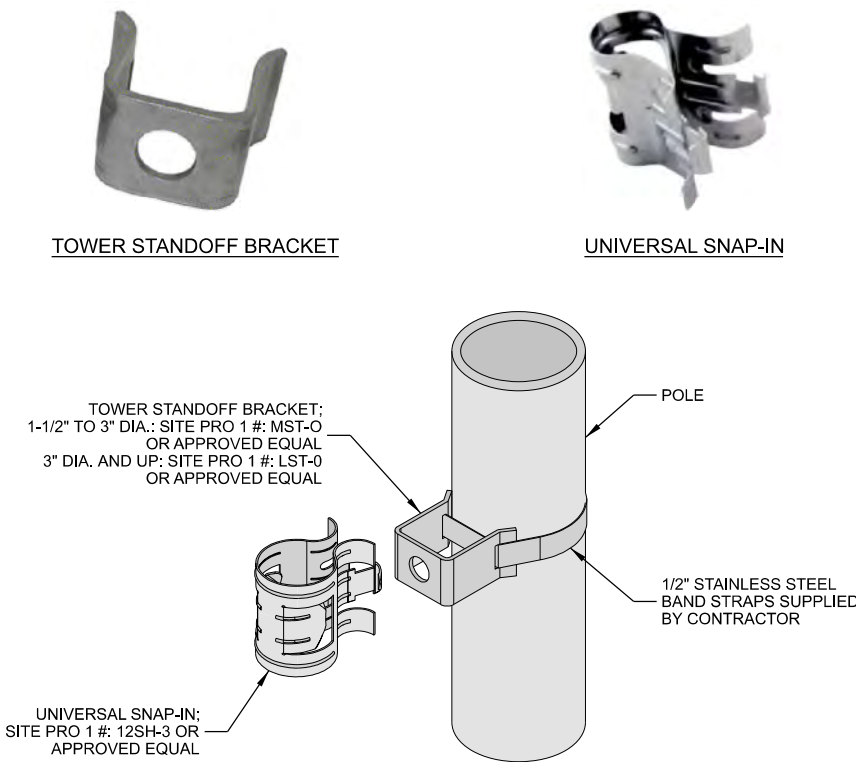


**B DISCONNECT / SURGE ARRESTOR**



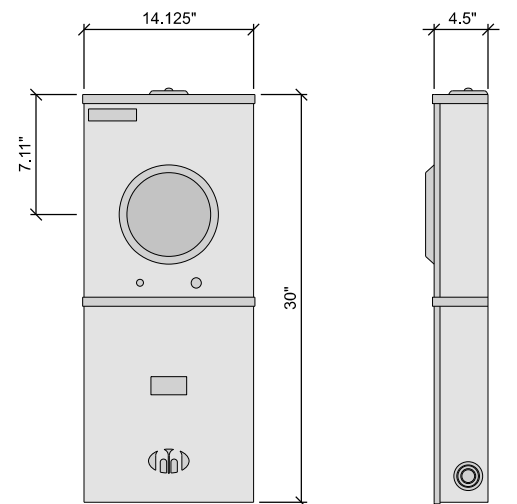
- NOTES:
- CONDUIT TO BE 42" BELOW GRADE OR 6" BELOW FROST DEPTH, WHICHEVER IS DEEPER.

**C CONDUIT ROUTING DETAIL**



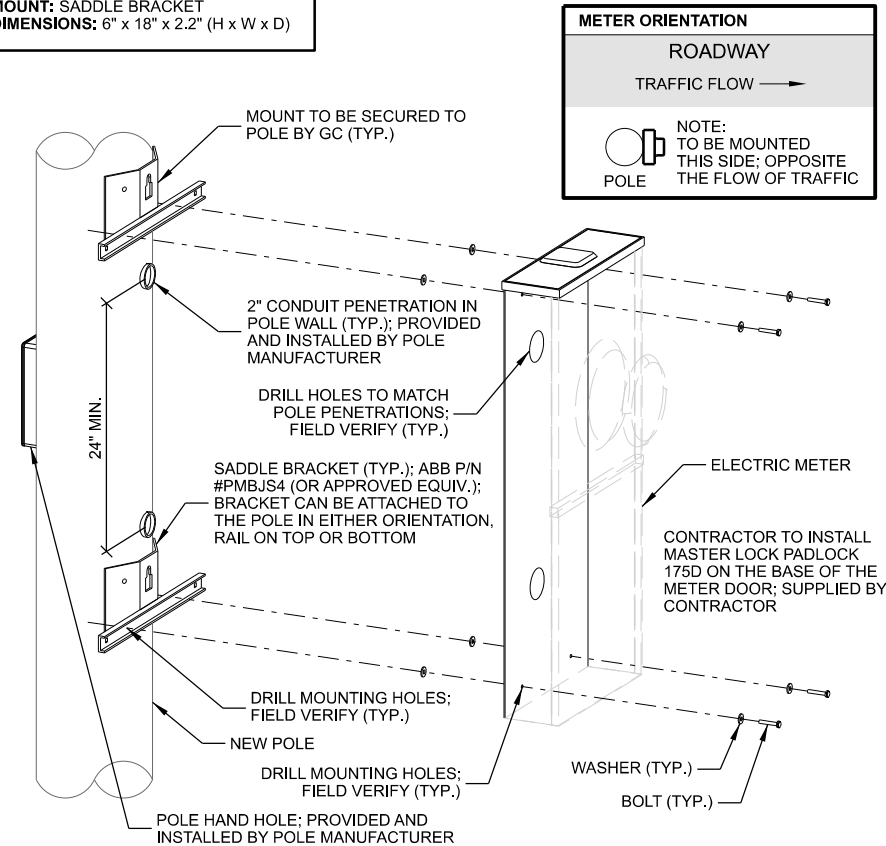
**D TYP. CABLE MANAGEMENT**

MANUFACTURER: MILBANK  
MODEL: U5168-XTL-100  
DIMENSIONS: 30" x 14.125" x 4.5" (H x W x D)  
WEIGHT: 42 LBS.  
100 AMP HD BYPASS RINGLS 4T/5T SIDE WIREWAY OH/UG METER MAIN 22kV SCCR



**E ELECTRIC METER**

MOUNT: SADDLE BRACKET  
DIMENSIONS: 6" x 18" x 2.2" (H x W x D)



**F ELECTRIC METER**

CONSULTANT:

**Edge**  
Consulting Engineers, Inc.  
2101 HIGHWAY 13 W  
BURNSVILLE, MN 55337  
608.644.1449 VOICE  
www.edgeconsult.com

CLIENT:

**verizon**  
10801 BUSH LAKE RD  
BLOOMINGTON, MN 55438

ENGINEER SEAL:

**- APPROVED -**  
SEE G-001 FOR ENGINEER'S  
STAMP AND SIGNATURE

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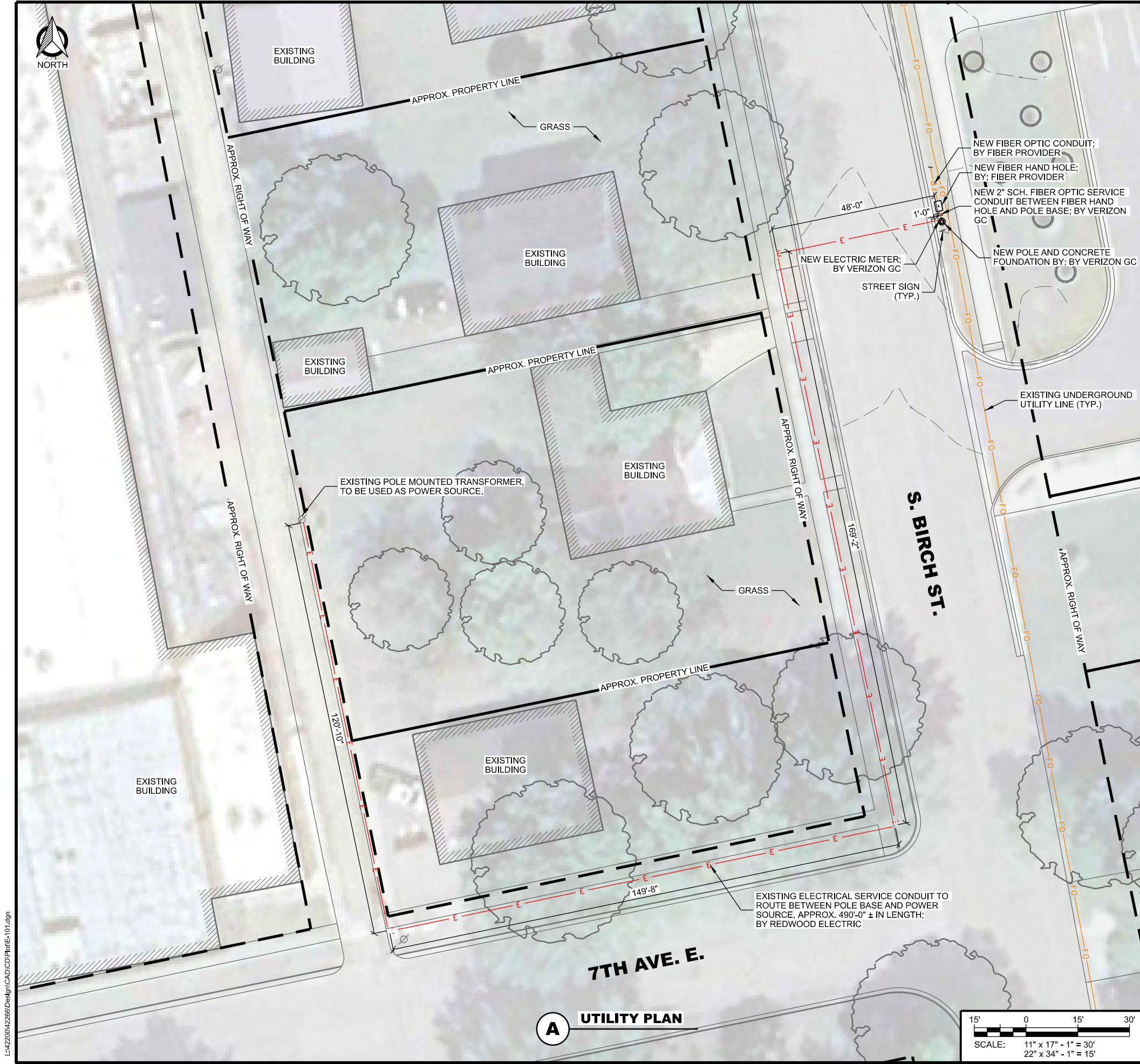
**ANTENNA & EQUIPMENT SPECIFICATIONS**  
MN08 LAMBERTON HS SC  
LAMBERTON, MINNESOTA

PROJECT NO: 17528437  
LOCATION CODE: 472866  
RFDS DATE: 06/17/2025  
STRUCTURAL ANALYSIS:  
DATE: 07/10/25  
DESCRIPTION: REPORT NO. 42266

SUBMITTAL:  
INT. DATE: 07/25/25  
DESCRIPTION: REV. A  
ALT. 08/15/25  
REV. 0

CHECKED BY: KJM  
EDGE SITE ID: S11674  
EDGE PROJ. #: 42266  
SET TYPE: FINAL  
SHEET NUMBER: **T-702**





**LEGEND: (THIS SHEET)**

GAS MAIN	G	G	G
SANITARY SEWER	SS	SS	SS
STORM SEWER	ST	ST	ST
STREET LIGHTS	E	E	E
FIBER OPTIC	FO	FO	FO
WATER	W	W	W
TELEPHONE	T	T	T
OVERHEAD ELECTRIC	OHE	OHE	OHE
NEW ELECTRIC	E	E	E
NEW FIBER OPTIC	FO	FO	FO

**NOTES: (THIS SHEET)**

- CONTRACTOR TO COMPLETE UTILITY LOCATE PRIOR TO COMPLETING ANY CONSTRUCTION ACTIVITIES.
- CONTRACTOR TO MAINTAIN A MINIMUM 48" OF COVER BETWEEN DIRECTIONAL CORE AND ROADWAY PAVEMENT TO THE EXTENT PRACTICAL.
- CONTRACTOR TO PROVIDE A MINIMUM OF 12" OF CLEARANCE BETWEEN NEW CONDUIT AND EXISTING UTILITIES.
- ALL CONCRETE DAMAGED AS PART OF THIS WORK TO BE REPAIRED/REPLACED TO ITS ORIGINAL CONDITION.
- ALL ASPHALT REMOVED DURING CONSTRUCTION IS TO BE PATCHED AND REPAIRED TO ITS ORIGINAL CONDITION.
- POT HOLE AND PATCH OVER ALL SANITARY SEWER LINES.
- POT HOLE AND PATCH OVER ALL WATER LINES/MAINS.
- THE SUBSURFACE UTILITY INFORMATION IN THIS PLAN IS UTILITY QUALITY D. THIS UTILITY QUALITY LEVEL WAS DETERMINED ACCORDING TO THE GUIDELINES OF C/ASCE 38-02, ENTITLED STANDARD GUIDELINES FOR THE COLLECTION AND DEPICTION OF EXISTING SUBSURFACE UTILITY DATA.

**THIS SPACE INTENTIONALLY LEFT BLANK**

**CONSULTANT:**

**Edge**  
Consulting Engineers, Inc.  
2101 HIGHWAY 13 W  
BURNSVILLE, MN 55337  
608.644.1449 VOICE  
www.edgeconsult.com

**CLIENT:**

**verizon**  
10801 BUSH LAKE RD  
BLOOMINGTON, MN 55438

**ENGINEER SEAL:**

**UTILITY PLAN**  
MN08 LAMBERTON HS SC  
LAMBERTON, MINNESOTA

PROJECT NO:	17528437
LOCATION CODE:	472866
RFDS DATE:	06/17/2025

<b>STRUCTURAL ANALYSIS:</b>	
DATE:	DESCRIPTION:
07/10/25	REPORT NO. 42266

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ALT	07/25/25	REV. A
ALT	08/15/25	REV. 0

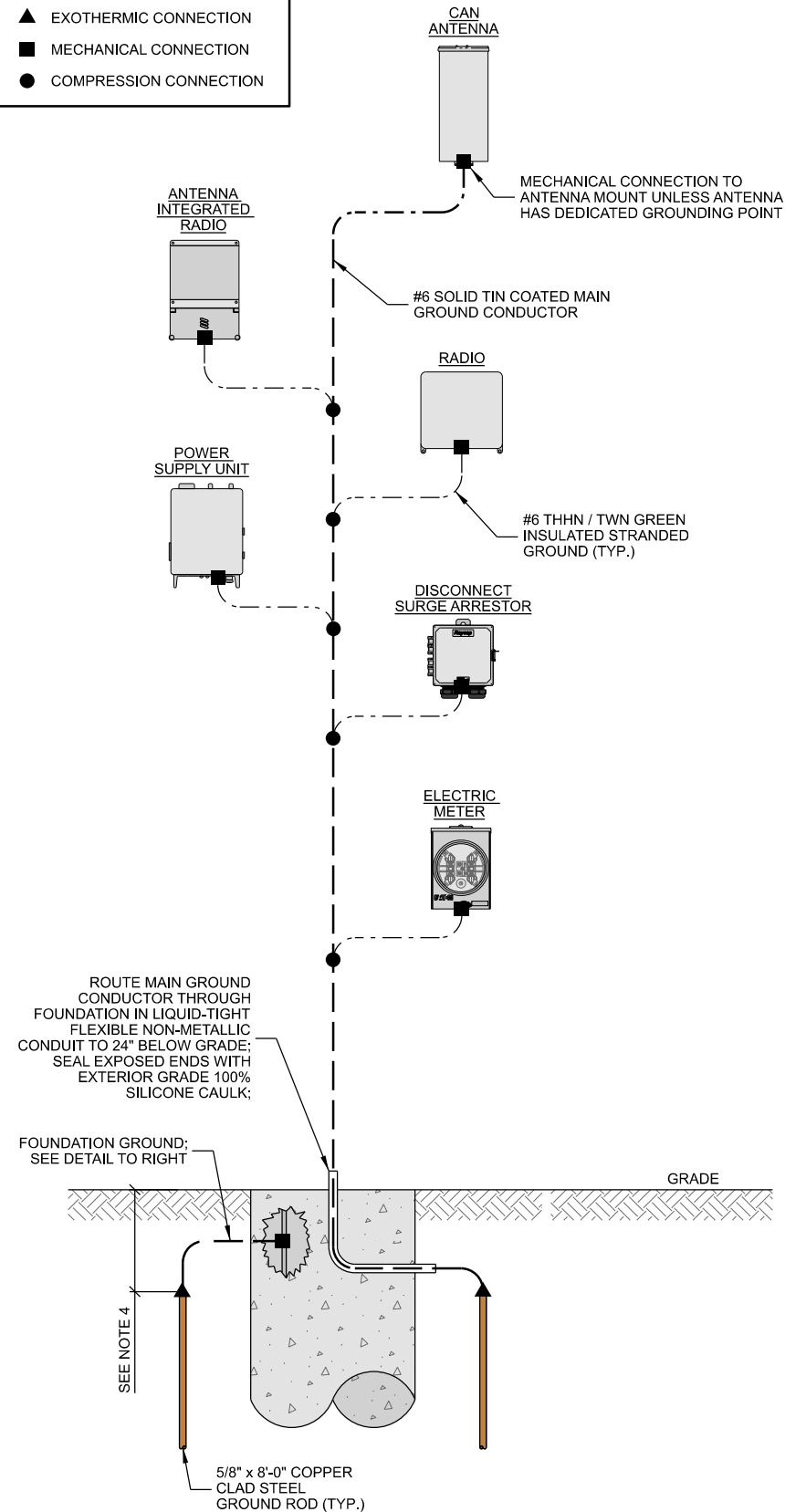
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EDGE SITE ID	S11674
EDGE PROJ. #	42266
SET TYPE	FINAL

SHEET NUMBER	<b>E-101</b>
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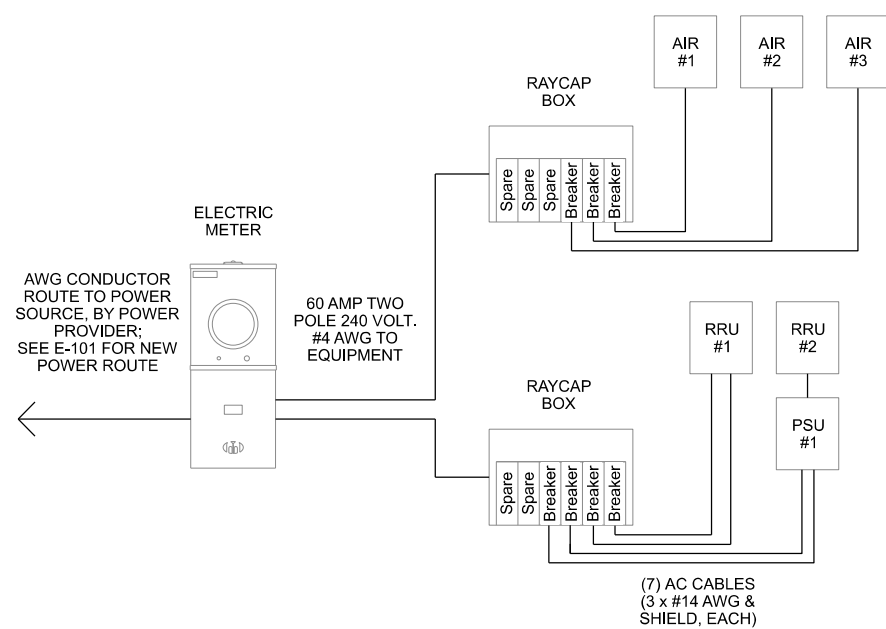
LEGEND: (THIS SHEET)

- ▲ EXOTHERMIC CONNECTION  
■ MECHANICAL CONNECTION  
● COMPRESSION CONNECTION



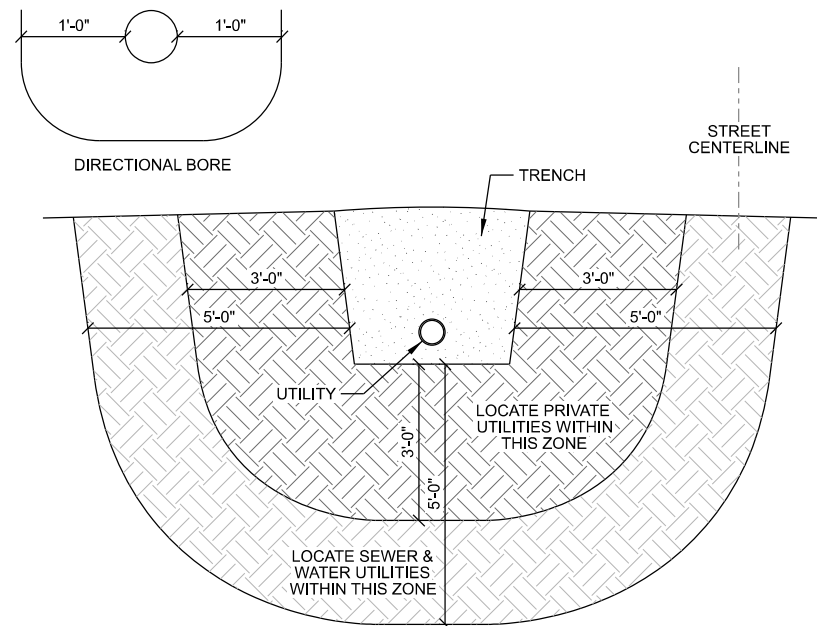
- NOTES:
1. GROUNDING RISER FOR DIAGRAMMATIC PURPOSES ONLY. SEE ELEVATION DRAWINGS FOR EQUIPMENT/ANTENNA LOCATIONS AND QUANTITIES.
  2. ALL RIGID GALV. STEEL TO BE GROUNDED AT BOTH ENDS USING GROUNDING BUSHINGS.
  3. GROUND WIRE TO BE RUN WITHIN 1/2" SCH. 40 PVC.
  4. DRIVE GROUND RODS TO A MINIMUM DEPTH OF 6" BELOW GRADE

**A** GROUNDING RISER DIAGRAM



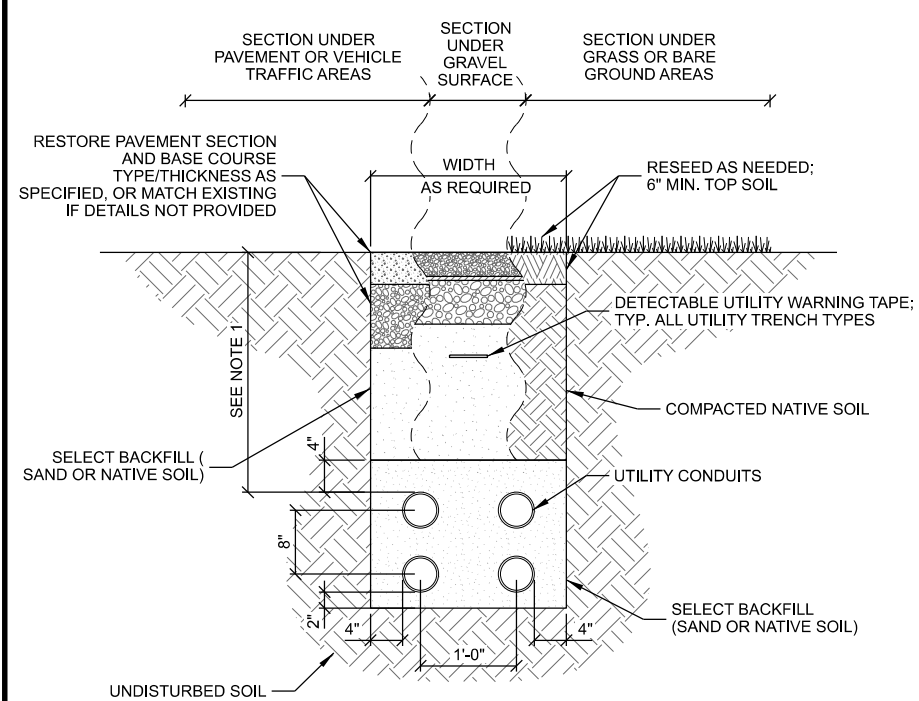
- NOTES:
1. ELECTRICAL CONTRACTOR TO VERIFY FINAL ELECTRICAL ROUTING WITH UTILITY COMPANY ON-SITE.
  2. ELECTRICAL CONDUCTOR SIZING IS BASED ON THE FOLLOWING ASSUMPTIONS: 240 VOLT SERVICE, SINGLE PHASE POWER, 100 A CIRCUIT, AND 3% ALLOWABLE VOLTAGE DROP.
  3. THE VERIZON GENERAL CONTRACTOR IS RESPONSIBLE TO VERIFY ALL REQUIRED CONDUCTOR AND CONDUIT SIZES DURING THE BIDDING PROCESS.

**B** ELECTRICAL ONE-LINE DIAGRAM



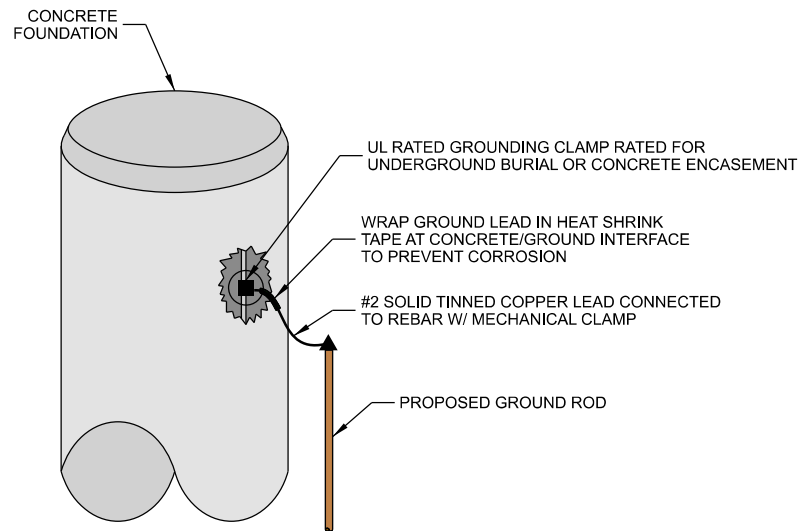
- NOTE:
1. CROSS SECTION REQUIRED WHEN TRENCH IS WITHIN 3' OF PRIVATE UTILITIES, OR WITHIN 5' OF SEWER AND WATER UTILITIES (OR WHEN DIRECTIONAL BORE IS WITHIN 1' OF ANY UTILITY)

**D** TRENCH LOCATE REQUIREMENTS



- NOTES:
1. UTILITY CONDUITS TO BE BURIED A MINIMUM DEPTH OF 42" BELOW GROUND LEVEL OR 6" BELOW THE FROST LINE.

**C** UTILITY TRENCH



- NOTES:
1. FOUNDATION SHOWN IS TYPICAL.
  2. GROUNDING CONNECTIONS TO BE COVERED BY A MINIMUM OF 3" CONCRETE.
  3. CONTRACTOR TO PROVIDE ALL REQUIRED COMPRESSION CONNECTIONS.

**E** REBAR CONNECTION

CONSULTANT:  
**Edge**  
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2101 HIGHWAY 13 W  
BURNSVILLE, MN 55337  
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ENGINEER SEAL:  
**- APPROVED -**  
SEE G-001 FOR ENGINEER'S  
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THAT I AM A DULY LICENSED  
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UNDER THE LAWS OF THE  
STATE OF MINNESOTA.

**GROUNDING & UTILITY DETAILS**  
MIN08 LAMBERTON HS SC  
LAMBERTON, MINNESOTA

PROJECT NO: 17528437  
LOCATION CODE: 472866  
RFDS DATE: 06/17/2025  
STRUCTURAL ANALYSIS:  
DATE: 07/10/25 DESCRIPTION:  
REPORT NO. 42266

SUBMITTAL:		
INT.	DATE:	DESCRIPTION:
ALT	07/25/25	REV. A
ALT	08/15/25	REV. 0

CHECKED BY: KJM  
EDGE SITE ID: S11674  
EDGE PROJ. #: 42266  
SET TYPE: FINAL  
SHEET NUMBER: **E-501**



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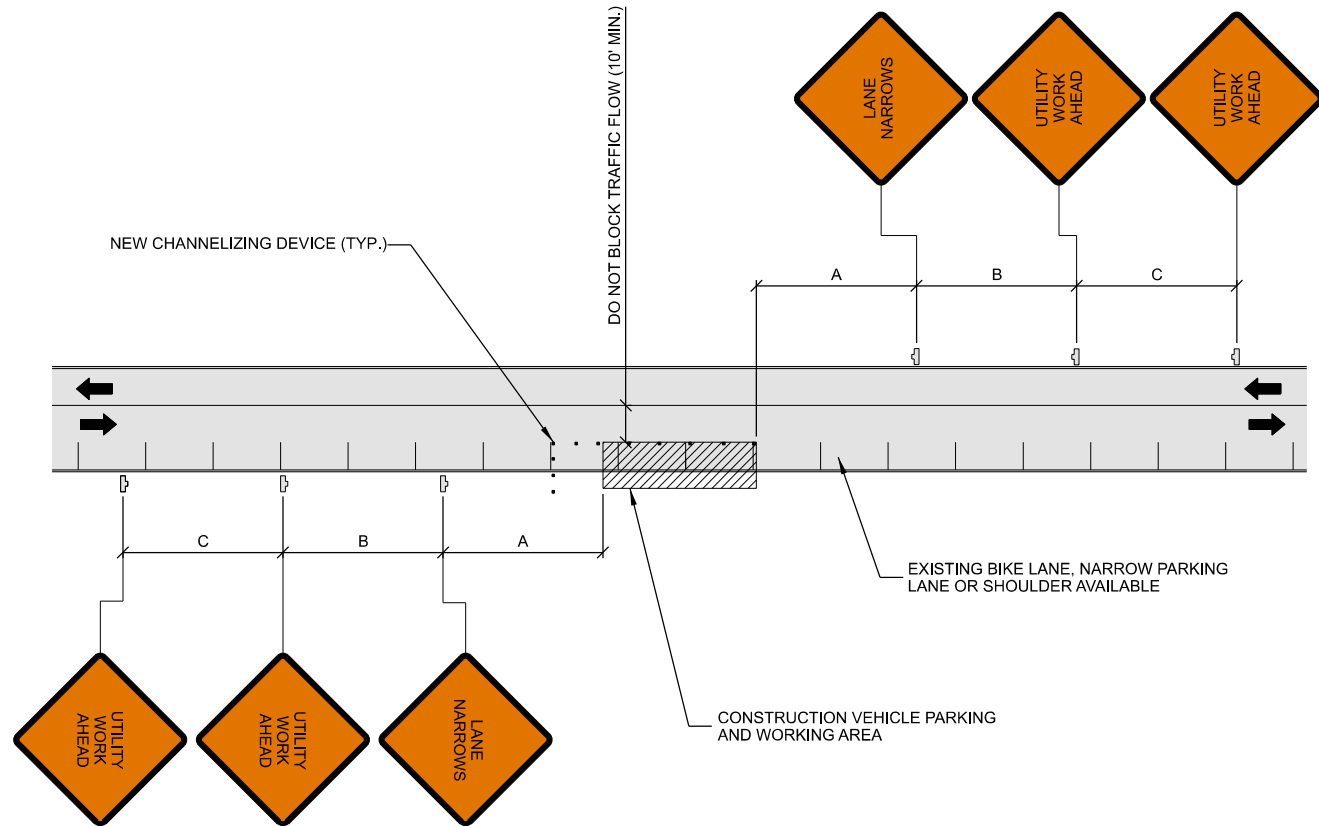


TABLE 1					
POSTED SPEED (MPH)	DISTANCE BETWEEN SIGNS			TAPER	BUFFER
	A	B	C	L (SEE NOTE)	
15	100'	100'	100'	45'	100'
20	100'	100'	100'	80'	115'
25	100'	100'	100'	125'	155'
30	200'	200'	200'	180'	200'
35	200'	200'	200'	245'	250'
40	350'	350'	350'	320'	305'
45	350'	350'	350'	540'	360'
50	500'	500'	500'	600'	425'
55	500'	500'	500'	660'	495'
60	500'	500'	500'	720'	570'
65	500'	500'	500'	780'	645'

NOTES:

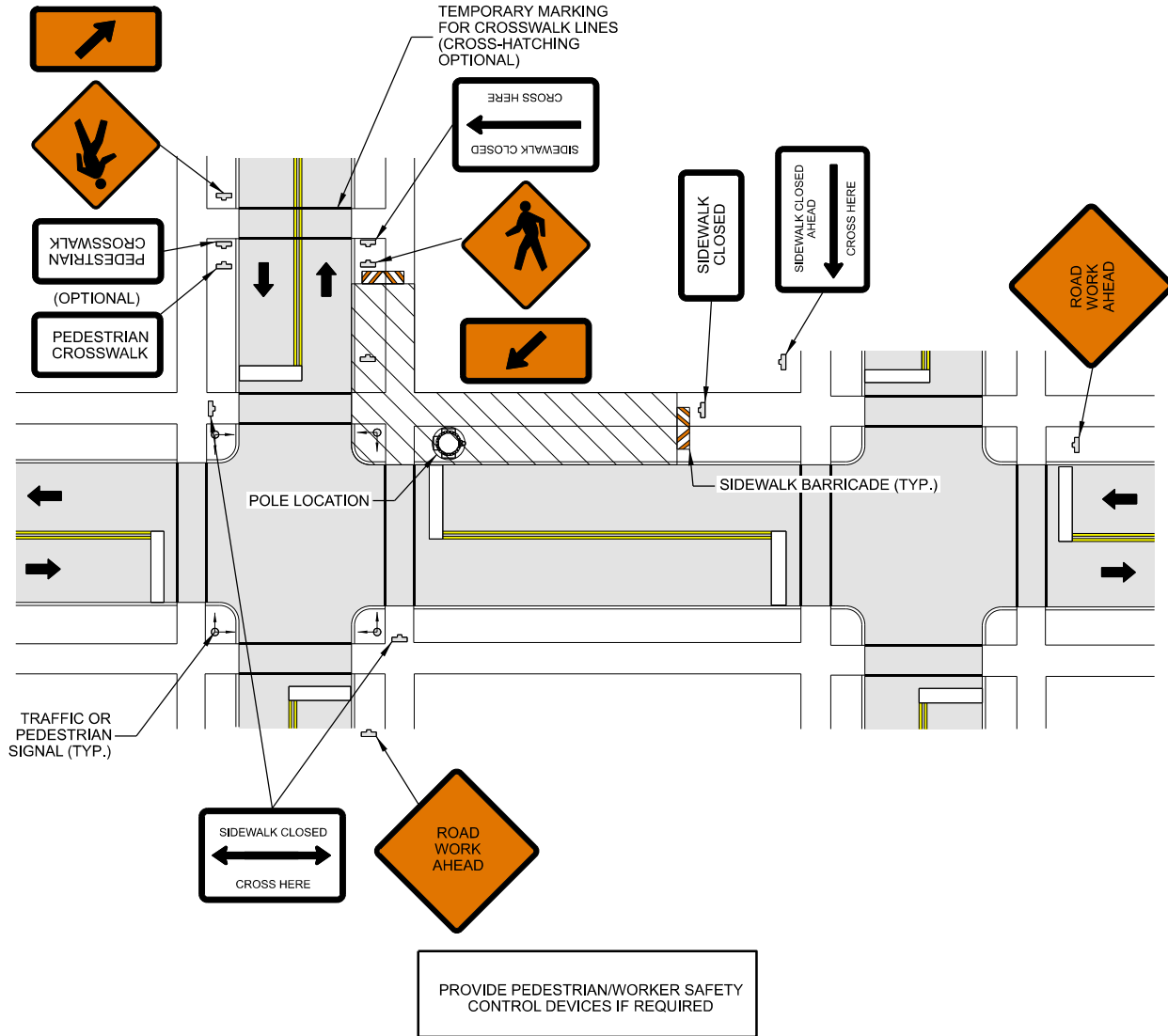
- DISTANCES IN FEET UNLESS OTHERWISE NOTED.
- CONTRACTOR TO VERIFY EXISTING SPEED LIMIT.
- DISTANCES SHOWN ARE NOT VALID FOR LIMITED ACCESS HIGHWAYS. CONSULT STATE D.O.T. MANUAL FOR DISTANCES.
- ADJUST DISTANCES TO COMPLY WITH REQUIREMENT OF THE STATE OR LOCAL HIGHWAY AUTHORITY HAVING JURISDICTION. SEE NOTE 1/D-502.
- TAPER LENGTHS SHOWN BASED ON 12' LANE WIDTH. SEE NOTE 18/D-502.

NOTES:

- PLANS DEPICTED ARE GENERAL GUIDELINES FOR TEMPORARY VEHICULAR TRAFFIC CONTROL PLANS (TCP) TO INCLUDE PEDESTRIAN AND WORKER SAFETY. CONTRACTOR IS REQUIRED TO HAVE PREPARED A SITE-SPECIFIC TCP FOR REVIEW AND APPROVAL BY THE HIGHWAY AUTHORITY HAVING JURISDICTION. IF REQUIRED, THE FIRM PREPARING THE TCP SHALL BE AUTHORIZED OR CERTIFIED BY THE AUTHORITY HAVING JURISDICTION.
- EXTEND CHANNELIZATION DEVICES INTO SHOULDER WHERE APPLICABLE.
- DISTANCES AS INDICATED IN TABLE 1 SHOULD BE INCREASED FOR CONDITIONS THAT WOULD AFFECT STOPPING. DISTANCE SUCH AS DOWNGRADES OR LIMITED SIGHT DISTANCES. DISTANCES CAN BE DECREASED FOR LOW-SPEED (RESIDENTIAL) AREAS WITH APPROVAL BY THE AUTHORITY HAVING JURISDICTION. NIGHT-TIME WORK IS PROHIBITED UNLESS IT IS REQUIRED AS A CONDITION OF APPROVAL BY THE HIGHWAY AND LOCAL AUTHORITY HAVING JURISDICTION.
- SHOULDER TAPERS SHOULD BE 1/3 OF THE ON-STREET TAPER LENGTH.
- MAINTAIN A MINIMUM LANE WIDTH OF 10'.

A

TRAFFIC CONTROL PLAN



NOTES

- ALL TEMPORARY TRAFFIC CONTROL SIGNAGE, LAYOUTS AND PROCEDURES SHALL COMPLY WITH LOCAL JURISDICTIONAL REQUIREMENTS AND MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (MUTCD), LATEST EDITION, WHICHEVER IS MORE STRINGENT.
- PRIOR TO ANY ROAD CONSTRUCTION, TRAFFIC CONTROL SIGNS AND DEVICES SHALL BE IN PLACE.
- TRAFFIC CONTROL DEVICES FOR LANE CLOSURES INCLUDING SIGNS, CONES, BARRICADES, ETC. SHALL BE PLACED AS SHOWN ON PLANS. SIGNS SHALL NOT BE PLACED WITHOUT ACTUAL LANE CLOSURES AND SHALL BE IMMEDIATELY REMOVED UPON REMOVAL OF THE CLOSURES.
- SELECTION, PLACEMENT, MAINTENANCE, AND PROTECTION OF TRAFFIC, PEDESTRIANS, AND WORKERS SHALL BE IN ACCORDANCE WITH THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) - PART VI "TEMPORARY TRAFFIC CONTROL", AND LOCAL JURISDICTIONAL REQUIREMENTS UNLESS OTHERWISE NOTED IN THE PLANS AND SPECIFICATIONS, AND SHALL BE APPROVED BY THE APPROPRIATE HIGHWAY AUTHORITY HAVING JURISDICTION.
- ADVANCE WARNING SIGNS, DISTANCES, AND TAPER LENGTHS MAY BE EXTENDED TO ADJUST FOR REDUCED VISIBILITY DUE TO HORIZONTAL AND VERTICAL CURVATURE OF THE ROADWAY AND FOR ACTUAL TRAFFIC SPEEDS IF IN EXCESS OF POSTED SPEED LIMITS.
- TAPERS SHALL BE LOCATED TO MAXIMIZE THE VISIBILITY OF THEIR TOTAL LENGTH.
- CONFLICTING OR NON-OPERATING SIGNAL INDICATIONS ON THE EXISTING TRAFFIC SIGNAL SYSTEMS SHALL BE BAGGED OR COVERED.
- ALL EXISTING ROAD SIGNS, PAVEMENT MARKINGS AND/OR PLOWABLE PAVEMENT REFLECTORS WHICH CONFLICT WITH THE NEW TRAFFIC CONTROL PLAN SHALL BE COVERED, REMOVED, OR RELOCATED. ALL TRAFFIC CONTROL DEVICES SHALL BE RESTORED TO MATCH PRE-CONSTRUCTION CONDITION AFTER COMPLETION OF WORK.
- CONTRACTOR SHALL CONTACT LOCAL AUTHORITY HAVING HIGHWAY JURISDICTION AND PROVIDE ADDITIONAL "FLAGMEN" OR POLICE SUPERVISION, IF REQUIRED.
- ALL EXCAVATED AREAS WITHIN OR ADJACENT TO THE ROADWAY SHALL BE BACKFILLED AND PLACED ON A MINIMUM 6H:1V SLOPE PRIOR TO END OF EACH WORK DAY. OTHER EXCAVATED AREAS WITHIN THE CLEAR ZONE ARE TO BE EITHER BACKFILLED OR PRECAST CONCRETE CURB BARRIER CONSTRUCTION BARRIER SET TEMPORARILY IN PLACE TO SHIELD VEHICULAR AND PEDESTRIAN TRAFFIC.
- WHERE DICTATED BY LOCAL CONDITIONS, THE CONTRACTOR SHALL MAKE PROVISIONS FOR MAINTAINING PEDESTRIAN AND WORKER CROSSING LOCATIONS IN ACCORDANCE WITH ALL APPLICABLE CODES AND OSHA REQUIREMENTS.
- CONSTRUCTION ZONE SPEED LIMIT IF REDUCED FROM POSTED LIMITS SHALL BE IN ACCORDANCE WITH MUTCD AND WILL BE DETERMINED BY THE AUTHORITY HAVING JURISDICTION.
- THERE SHALL BE NO WORKERS, EQUIPMENT, OR OTHER VEHICLES IN THE BUFFER SPACE OR THE ROLL AHEAD SPACE.
- DRIVEWAYS AND/OR SIDE STREETS ENTERING THE ROADWAY AFTER THE FIRST ADVANCE WARNING SIGN SHALL BE PROVIDED WITH AT LEAST ONE W20-1 SIGN (ROAD WORK AHEAD) AS A MINIMUM.
- CONES MAY BE SUBSTITUTED FOR DRUMS AND INSTALLED UPON THE APPROVAL OF THE AUTHORITY HAVING JURISDICTION PROVIDED THEY COMPLY WITH MUTCD.
- THE SPACING BETWEEN CONES, TUBULAR MARKERS, VERTICAL PANELS, DRUMS, AND BARRICADES SHOULD NOT EXCEED A DISTANCE IN FEET EQUAL TO 1.0 TIMES THE SPEED LIMIT IN MPH WHEN USED FOR TAPER CHANNELIZATION, AND A DISTANCE IN FEET EQUAL TO 2.0 TIMES THE SPEED LIMIT IN MPH WHEN USED FOR TANGENT CHANNELIZATION.
- WHEN CHANNELIZATION DEVICES HAVE THE POTENTIAL OF LEADING VEHICULAR TRAFFIC OUT OF THE INTENDED VEHICULAR TRAFFIC SPACE, THE CHANNELIZATION DEVICES SHOULD BE EXTENDED A DISTANCE IN FEET OF 2.0 TIMES THE SPEED LIMIT IN MPH BEYOND THE DOWNSTREAM END OF THE TRANSITION AREA.
- TAPER LENGTHS ARE CALCULATED AS FOLLOWS:  $L = WS^2/60$  (40 MPH AND HIGHER) OR  $L2 = WS$  (OVER 40 MPH), WHERE W= OFFSET WIDTH (FT), S= TRAFFIC SPEED (MPH).

B

PEDESTRIAN SAFETY PLAN

CONSULTANT:

**Edge**  
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608.644.1449 VOICE  
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CLIENT:

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10801 BUSH LAKE RD  
BLOOMINGTON, MN 55438

ENGINEER SEAL:

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SEE G-001 FOR ENGINEER'S  
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**TRAFFIC & PEDESTRIAN PLANS**  
MN08 LAMBERTON HS SC  
LAMBERTON, MINNESOTA

PROJECT NO: 17528437

LOCATION CODE: 472866

RFDS DATE: 06/17/2025

STRUCTURAL ANALYSIS:

DATE: DESCRIPTION:

07/10/25 REPORT NO. 42266

SUBMITTAL:

INT. DATE: DESCRIPTION:

ALT 07/25/25 REV. A

ALT 08/15/25 REV. 0

CHECKED BY: KJM

EDGE SITE ID: S11674

EDGE PROJ. #: 42266

SET TYPE: FINAL

SHEET NUMBER: D-101





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4.2 CONCRETE REINFORCEMENT

MATERIAL PROPERTIES (U.N.O.)  
SPECIFIED COMPRESSIVE STRENGTH OF CONCRETE: f' = 4,000 psi  
SPECIFIED YIELD STRENGTH OF CONCRETE REINFORCEMENT: f<sub>y</sub> = 60,000 psi

- A. ALL BAR LAPS SHALL CONFORM TO ACI 318 CLASS "B" SPLICE CRITERIA. USE TO BAR LAP LENGTHS FOR TOP BARS IN SLABS AND BEAMS OVER 14" DEEP.

MINIMUM BAR LAPS AS FOLLOWS U.N.O.:

#3:1'-4" #4:1'-4" #5:1'-10" #6:2'-7" #7:4'-2"  
#8:5'-2" #8:6'-4" #10: 7'-8" #11:9'-0"

FOR EPOXY COATED BARS, PROVIDE 1.5 TIMES THE INDICATED LAP LENGTH. FOR TOP BARS PROVIDE 1.3 TIMES THE INDICATED LAP LENGTH.

- B. LAP LENGTH SHALL BE SPECIFICALLY NOTED ON SHOP DRAWINGS WHERE MORE THAN ONE BAR MAKES UP A CONTINUOUS STRING.  
C. REINFORCING STEEL SHALL BE IN ACCORDANCE WITH ACI 315. ALL REINFORCEMENT BARS SHALL BE FABRICATED IN ACCORDANCE WITH THE LATEST CRSI MANUAL OF STANDARD PRACTICE AND SHALL BE CLEAN AND FREE OF GREASE AND SCALING RUST.

- D. PROVIDE HOT/COLD WEATHER PROCEDURES AND PROTECTION IN ACCORDANCE WITH ACI RECOMMENDATIONS AND PROJECT SPECIFICATIONS.

- E. CONCRETE REINFORCEMENT PROTECTION/CLEAR COVER, U.N.O.:

FOOTINGS: ALL SIDES 3"  
PIERS: ALL SIDES 3"

- F. EXTEND ALL PIER STEEL TO PROVIDE STD. HOOK UNDER FOOTING REINFORCEMENT, UNLESS NOTED OTHERWISE.  
G. SPLICES IN REINFORCEMENT STEEL ARE PROHIBITED, UNLESS APPROVED BY THE STRUCTURAL ENGINEER. ALL SPLICES MUST THEN MEET ALL APPLICABLE ASTM STANDARDS FOR SPLICING.  
H. HEATING AND WELDING OF BARS IS PROHIBITED UNLESS WRITTEN APPROVAL IS OBTAINED FROM THE STRUCTURAL ENGINEER. WELDING SHALL BE IN ACCORDANCE WITH THE AMERICAN WELDING SOCIETY (AWG) D.1.1-92. STRUCTURAL WELDING CODE.

4.3 CAST-IN-PLACE CONCRETE

- A. ANY NON-STRUCTURAL SITE CONCRETE SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH OF 3,000 PSI. ALL CONCRETE SUBJECT TO FREEZE-THAW SHALL CONTAIN 4-8% AIR ENTRAINMENT.

- B. ALL CONCRETE SHALL BE NORMAL WEIGHT (145 PCF) UNLESS NOTED OTHERWISE. ALL CONCRETE SHALL BE COMPOSED OF PORTLAND CEMENT, TYPE I/II, IN CONFORMANCE WITH ASTM C150, FINE AND COARSE AGGREGATE IN CONFORMANCE WITH ASTM C33, AND WATER IN CONFORMANCE WITH ASTM C94. EXPOSED EXTERIOR CONCRETE SHALL BE AIR ENTRAINED WITH % AIR CONTENT. CONCRETE SHALL HAVE A MEASURED SLUMP OF 4" (CONTRACTOR SHALL PERFORM SLUMP TESTS). IF AN ALTERNATIVE MIX DESIGN IS DESIRED, MIX DESIGN SHALL BE SUBMITTED TO ENGINEER FOR APPROVAL.

- C. ALL CONCRETE SHALL BE VIBRATE DIN PLACE USING HIGH FREQUENCY, LOW AMPLITUDE MECHANICAL IMMERSION TYPE VIBRATORS. INSERT VIBRATORS IN CONCRETE AT REGULAR INTERVALS AND OVER ENTIRE SURFACE TO SOLIDLY FILL AROUND AND BETWEEN REINFORCEMENT AND EMBEDDED ITEMS AND INTO CORNERS AND IRREGULARITIES. DISCONTINUE VIBRATION WHEN RISING ENTRAPPED AIR BUBBLES STOP BREAKING THE LEVELING SURFACE. DO NOT OVERVIBRATE AS THIS MAY CAUSE SEGREGATION.

- D. ALL FORMED CONCRETE SURFACES EXPOSED TO VIEW SHALL HAVE A SURFACE FINISH SF-2.0 IN ACCORDANCE WITH ACI 301.

- E. ALL CONCRETE MIXING, TRANSPORTING, PLACING AND CURING SHALL CONFORM WITH THE LOCAL BUILDING CODE REQUIREMENTS AND THOSE OF THE FOLLOWING STANDARDS (LATEST EDITION):

"ACI 318, BUILDING CODE REQUIREMENTS FOR REINFORCED CONC."  
"ACI 315, DETAILS AND DETAILING OF CONCRETE REINFORCEMENT"  
"ACI 301, SPECIFICATIONS FOR STRUCTURAL CONCRETE FOR BLDGS."  
"ACI 307, RECOMMENDED PRACTICE FOR CONCRETE FORM WORK"

- F. ALUMINUM CONDUIT IS NOT PERMITTED TO BE EMBEDDED IN CONCRETE.

- G. ALL DOWELS INTO EXISTING CONCRETE OR SOLID MASONRY TO BE EPOXY AND ANCHORED WITH HILTI HIT-HY 200 ADHESIVE OR APPROVED EQUIVALENT, (UNLESS NOTED OTHERWISE).

- H. UNLESS NOTED OTHERWISE, ANY EXISTING CONCRETE SURFACE IS TO BE CLEANED AND INTENTIONALLY ROUGHED TO A 1/4" AMPLITUDE AND WETTED PRIOR TO FRESH CONCRETE BEING POURED AGAINST SURFACE.

4.4 QUALITY CONTROL

- A. ALL STRUCTURAL CONCRETE SHALL BE INSPECTED BY INDEPENDENT, QUALIFIED PERSONNEL (ACI OR OTHERWISE). ALL STRUCTURAL CONCRETE SHALL BE TESTED BY AN INDEPENDENT LAB, AT A MINIMUM, 5 CYLINDERS SHALL BE CAST AND TESTED AT 7, 14, AND 28 DAYS. THE REMAINING CYLINDER SHALL BE RESERVED FOR RE-TESTING, IF NECESSARY.

THE CONTRACTOR IS RESPONSIBLE FOR COORDINATION WITH THE CONSTRUCTION MANAGER AND/OR TESTING AGENCY A MINIMUM OF 48 HOURS PRIOR TO EACH FOUNDATION POUR. IF A POUR OCCURS WITHOUT THE REQUESTED INSPECTION, THE OWNER CAN ASSUME THAT THE INSTALLATION WAS NOT INSTALLED CORRECTLY AND REQUIRE REPLACEMENT.

- B. THE CONTRACTOR SHALL BE RESPONSIBLE TO REMOVE AND REPLACE, AT THEIR SOLE EXPENSE, ANY CONCRETE THAT DOES NOT MEET THE ABOVE SPECIFICATIONS, OR SIMILAR SPECIFICATIONS CONTAINED IN THE PLANS OR STRUCTURE DRAWINGS. ANY CONCRETE THAT DOES NOT MEET THE MINIMUM COMPRESSIVE STRENGTH REQUIRED UPON COMPLETION OF LAB TESTING SHALL BE REPLACED. THE AVERAGE OF THE TWO 28 DAY BREAK RESULTS SHALL GOVERN. NO DISPUTES REGARDING THE METHOD USED TO COLLECT THE TEST CYLINDERS OR PERFORM THE LAB TESTING ARE ALLOWED. IF THE CONTRACTOR CHOOSES, THEY MAY COLLECT AND TEST ADDITIONAL CYLINDERS AT THEIR SOLE EXPENSE.

- C. DESPITE THE ABOVE REQUIREMENT, THE CONTRACTOR IS RESPONSIBLE TO PERFORM QUALITY WORK AND IS THE GUARANTOR OF THE FINISHED PRODUCT. IF A DEFECT IS NOT IMMEDIATELY IDENTIFIED BY THE INSPECTOR, OWNER, OR CONSTRUCTION MANAGER, BUT IDENTIFIED SUBSEQUENTLY, THE CONTRACTOR SHALL STILL BE RESPONSIBLE TO CORRECT SAID DEFECT.

- D. CONTRACTOR MUST VERIFY THAT CONCRETE MEETS DESIGN REQUIREMENT (FOR STRENGTH AND OTHER PARAMETERS) BEFORE PLACING ANY SERVICE LOADS.

STRUCTURAL STEEL

5.1 GENERAL REQUIREMENTS

- A. STRUCTURAL STEEL DESIGN AND FABRICATION SHALL BE IN ACCORDANCE WITH THE AISC 13TH EDITION STEEL CONSTRUCTION MANUAL.

- B. MATERIAL PROPERTIES ARE TO BE AS INDICATED BELOW UNLESS NOTED OTHERWISE.

W-SHAPES F<sub>y</sub> = 50 KSI (A992 OR A 572 Gr 50)  
C-SHAPES & ANGLES F<sub>y</sub> = 36 KSI (A36)  
PLATES & BARS F<sub>y</sub> = 36 KSI (A36)  
SQUARE TUBES F<sub>y</sub> = 46 KSI (A500 Gr B)  
ROUND TUBES F<sub>y</sub> = 35 KSI (A53 TYPE S, Gr B)  
RODS F<sub>y</sub> = 36 KSI (A36)  
ANCHOR RODS F<sub>y</sub> = 55 KSI (F1554-Gr 55)

- C. STEEL BEAMS WITH RESIDUAL CAMBER RESULTING FROM MILL FABRICATION OR ROLLING SHALL BE SHOP FABRICATED AND ERECTED SUCH THAT THIS RESIDUAL CAMBER COUNTERACTS GRAVITY LOAD DEFLECTION.

5.2 CONNECTION BOLTS AND ANCHORS

- A. MINIMUM BOLT EDGE DISTANCES ARE TO BE THE LARGER OF THE EXISTING CONDITION OR THE TABLE PROVIDED BELOW UNLESS APPROVED BY THE ENGINEER.

BOLT DIAMETER (IN)	1/2	5/8	3/4	7/8	1	1 1/8	1 1/4	>1 1/4
MIN. EDGE DISTANCE	3/4	7/8	1	1 1/8	1 1/4	1 1/2	1 5/8	1.25 x d

- B. ALL CONNECTION BOLTING IS TO BE WITH A-325N BOLTS UNLESS NOTED OTHERWISE. BOLTS NEED ONLY BE TIGHTENED TO THE SNUG-TIGHT CONDITION. SNUG-TIGHT IS DEFINED AS THE TIGHTNESS OBTAINED BY A FEW IMPACTS OF AN IMPACT WRENCH OR THE FULL EFFORT OF A PERSON USING AN ORDINARY SPUD WRENCH.

- C. U.N.O., POST INSTALLED ANCHORS ARE TO BE HILTI HIT HY 200 ADHESIVE ANCHORS FOR SOLID BASE MATERIAL AS MANUFACTURED BY HILTI FASTENING SYSTEMS OF TULSA, OKLAHOMA OR APPROVED EQUAL. INSTALL ANCHORS WITH EMBEDMENT DEPTHS INDICATED.

5.3 GROUT & FINISHES

- A. U.N.O., NON-SHRINK GROUT SHALL BE A NON-METALLIC PREMIXED FORMULATION EQUIVALENT TO MASTERFLOW 713 PLUS BY DEGUSSA BUILDING SYSTEMS. BEAM AND LINTEL PLATES SHALL BE FULLY GROUTED WITH A MINIMUM 1/2" NON-SHRINK GROUT. COLUMN BASE PLATES SHALL BE FULLY GROUTED WITH A MINIMUM OF 1 1/2" NON-SHRINK GROUT.

- B. ALL STEEL FRAMING MEMBERS, CONNECTION PLATES, FASTENERS AND ANCHOR BOLTS EXPOSED TO EARTH OR WEATHER TO HAVE HOT-DIP GALVANIZED FINISH UNLESS OTHERWISE SPECIFIED. APPLY COATING BY THE HOT-DIP PROCESS FOR GALVANIZING ACCORDING TO ASTM A123 OR ASTM A153.

- C. ALL DINGS, SCRAPES, MARS AND WELDS IN THE GALVANIZED AREA SHALL BE COATED WITH A ZINC-RICH PAINT, APPLIED IN STRICT ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS AND RECOMMENDATIONS. AFTER ZINC-RICH PAINT IS DRY, OVERCOAT WITH AN APPROPRIATE PAINT WITH THE SAME COLOR AS THE EXISTING.

5.4 WELDING

- A. ALL WELDING OF NEW STEEL IS TO BE WITH E70XX ELECTRODES, U.N.O. WELDING SHALL BE IN ACCORDANCE WITH THE LATEST AWS SPECIFICATIONS BY CERTIFIED WELDERS AND INSPECTED BY AN AWS CERTIFIED WELDING INSPECTOR.

- B. WHEN FIELD WELDING TO EXISTING STEEL, ADJUST WELDING PROCEDURES AS REQUIRED TO BE COMPATIBLE WITH THE NEW AND EXISTING STEEL.

- C. ALL WELDING OF GALVANIZED MATERIAL SHALL BE PERFORMED IN SUCH A MANOR AS TO SATISFY ALL OSHA AND AWS REQUIREMENTS. ALL FIELD WELDED LOCATIONS SHALL BE PREPARED AND PRIMED WITH A ZINC-RICH PRIMER PRIOR TO PAINTING PER THE MANUFACTURERS RECOMMENDATIONS. THE SPECIFIC PRIMER TO BE USED SHALL BE TNAMEC SERIES 90-97 Tname-Zinc @ 3.0-4.0 mils DFT OR APPROVED EQUAL.

ELECTRICAL

- A. THE CONTRACTOR SHALL LOCATE AND MARK ALL EXISTING UNDERGROUND POWER, TELCO, GROUNDING CONDUITS, AND ALL OTHER UTILITY EASEMENTS AND/OR WIRES PRIOR TO TRENCHING. ANY DAMAGE CAUSE TO THE EXISTING UNDERGROUND SERVICES OR SYSTEMS SHALL BE REPAIRED AT THE CONTRACTOR'S SOLE EXPENSE.

- B. CONTRACTOR SHALL CONTACT UTILITY PROVIDER PRIOR TO BIDDING AND CONSTRUCTION TO VERIFY THAT SERVICE HAS BEEN ORDERED AND DISCUSS ANY SITE SPECIFIC REQUIREMENTS. CHANGE ORDERS RELATED TO UTILITY REQUIREMENTS OR REQUESTS WILL NOT BE ALLOWED UNLESS THIS CONDITION HAS BEEN MET.

- C. CONTRACTOR TO COORDINATE WITH UTILITY COMPANY FOR CONNECTION OF TEMPORARY AND PERMANENT POWER TO THE SITE. THE TEMPORARY POWER AND ALL HOOKUP COSTS SHALL BE PAID BY CONTRACTOR.

- D. SUBMITTAL OF BID INDICATES CONTRACTOR IS AWARE OF ALL JOB SITE CONDITIONS AND WORK TO BE PERFORMED UNDER THIS CONTRACT.

- E. CONTRACTOR SHALL PERFORM ALL VERIFICATION OBSERVATION TESTS, AND EXAMINE WORK PRIOR TO THE ORDERING OF THE ELECTRICAL EQUIPMENT AND THE ACTUAL CONSTRUCTION. CONTRACTOR SHALL ISSUE A WRITTEN NOTICE OF ALL FINDINGS TO THE ENGINEER LISTING ALL MALFUNCTIONS, FAULT EQUIPMENT, AND DISCREPANCIES.

- F. THESE PLANS ARE DIAGRAMMATIC ONLY. FOLLOW AS CLOSELY AS POSSIBLE.

- G. ALL BROCHURES, OPERATING MANUALS, CATALOGS, SHOP DRAWINGS, ETC. SHALL BE TURNED OVER TO OWNER AT JOB COMPLETION.

- H. CONTRACTOR SHALL PROVIDE, LABOR, MATERIALS, INSURANCE, EQUIPMENT, INSTALLATION, CONSTRUCTION TOOLS, TRANSPORTATION, ETC., FOR A COMPLETE AND PROPERLY OPERATIVE SYSTEM ENERGIZED THROUGHOUT AND AS INDICATED ON DRAWINGS, AS SPECIFIED HEREIN, AND/OR

AS OTHERWISE REQUIRED.

- I. COMPLETE JOB SHALL BE GUARANTEED FOR A PERIOD OF ONE (1) YEAR AFTER THE DATE OF JOB ACCEPTANCE BY OWNER. ANY WORK, MATERIAL, OR EQUIPMENT FOUND TO BE FAULTY DURING THAT PERIOD SHALL BE CORRECTED AT ONCE, UPON WRITTEN NOTIFICATION, AT THE EXPENSE OF THE CONTRACTOR.

- J. UPON COMPLETION OF WORK, CONDUIT CONTINUITY, SHORT CIRCUIT, AND FALL POTENTIAL GROUNDING TESTS ARE REQUIRE FOR APPROVAL. SUBMIT TEST REPORTS TO CONSTRUCTION ENGINEER. CLEAN PREMISES OF ALL DEBRIS RESULTING FROM WORK AND LEAVE WORK IN A COMPLETE AND UNDAMAGED CONDITION.

- K. PROVIDE 2 PULL STRINGS SECURELY FASTENED AT EACH END OF ALL CONDUITS. ALL CONDUIT ONLY (C.O.) SHALL HAVE A PULL WIRE OR ROPE.

- L. ALL MATERIALS UTILIZED SHALL BE U.L. LISTED. ALL ELECTRICAL EQUIPMENT SHALL BE LABELED WITH PERMANENT ENGRAVED PLASTIC LABELS.

- M. EACH CONDUCTOR OF EVERY SYSTEM SHALL BE PERMANENTLY TAGGED IN EACH PANEL BOARD, PULLBOX, J-BOX, SWITCH BOX, ETC. IN COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH ACT (O.S.H.A.)

- N. ALL MATERIALS AND EQUIPMENT SHALL BE NEW AND IN PERFECT CONDITION WHEN INSTALLED AND SHALL BE OF THE BEST GRADE AND OF THE SAME MANUFACTURER THROUGHOUT FOR EACH CLASS OR GROUP OF EQUIPMENT. MATERIALS SHALL BE LISTED AND APPROVED BY THE UNDERWRITER'S LABORATORY AND SHALL BEAR THE INSPECTION LABEL "J" WHERE SUBJECT TO SUCH APPROVAL. MATERIALS SHALL MEET WITH APPROVAL OF THE DIVISION OF INDUSTRIAL SAFETY AND ALL GOVERNING BODIES HAVING JURISDICTION. MATERIALS SHALL BE MANUFACTURED IN ACCORDANCE WITH APPLICABLE STANDARDS ESTABLISHED BY ASNI, NEMA, AND NBFU.

- O. USE T-TAP CONNECTIONS ON ALL MULTI-CIRCUITS WITH COMMON NEUTRAL CONDUCTOR.

- P. ALL CIRCUIT BREAKERS, FUSES AND ELECTRICAL EQUIPMENT SHALL HAVE AN INTERRUPTING RATING NOT LESS THAN THE MAXIMUM SHORT CIRCUIT CURRENT TO WHICH THEY MAY BE SUBJECTED, AND A MINIMUM OF 10,000 A.I.C.

- Q. THE ENTIRE ELECTRICAL INSTALLATION SHALL BE GROUNDED AS REQUIRED BY ALL APPLICABLE CODES AND DRAWINGS. GROUND RODS SHALL BE AS SPECIFIED ON THE GROUNDING DRAWINGS.

- R. WIRE AND CABLE CONDUCTORS SHALL BE COPPER #12 AWG MINIMUM, NO BX OR ROMEX CABLE IS PERMITTED UNLESS SPECIFICALLY NOTED OTHERWISE ON DRAWINGS.

- S. METER SOCKET AMPERAGE, VOLTAGE, AND NUMBER OF PHASES SHALL BE AS NOTED ON THE DRAWINGS. MANUFACTURED BY SQUARE D COMPANY OR APPROVED EQUAL. IF HOST FACILITY REQUIRES THE NEW SERVICE TO BE SUB-METERED FROM THE EXISTING SERVICE, SUB-METER SHALL BE OF THE 10x OR 16x TYPE.

- T. PATCH, REPAIR, AND PAINT ANY AREA THAT HAS BEEN DAMAGED IN THE COURSE OF THE ELECTRICAL WORK.

- U. SERVICE CONDUITS SHALL BE GRAY SCH.40 PVC BURIED MIN. 36", EXCEPT THE SCH.80 SHALL BE USED UNDER ROADWAYS AND IN LOCATIONS SUBJECT TO CASUAL IMPACTS. BENDS SHALL BE MADE USING "WIDE SWEEP" (12" MIN. RADIUS) ELBOW FITTINGS. ANY CODE-REQUIRED RIGID STEEL CONDUIT SHALL BE U.L. LABEL, GALVANIZED INSIDE AND OUTSIDE. CONDUIT SHALL EXTEND MIN. 36" BELOW GRADE, WITH "SWEEP" ELBOWS (12" MIN. RADIUS) ENDING IN PVC TRANSITION FITTINGS. RIGID CONDUIT IN CONTACT WITH EARTH SHALL BE 1/2 LAB-WRAPPED WITH HUNTS PROCESS NO. 3 EXTENDING MIN. ABOVE GRADE.

- V. INTERIOR CONDUITS SHALL BE ELECTRICAL METALLIC TUBING HAVING U.L. LABEL, FITTINGS SHALL BE GLAND RING COMPRESSION TYPE.

- W. FLEXIBLE METALLIC CONDUIT SHALL HAVE U.L. LISTED LABEL AND MAY BE USED WHERE PERMITTED BY CODE. FITTING SHALL BE "JAKE" OR "SQUEEZE" TYPE, SEAL TIGHT FLEXIBLE CONDUIT. NO SUCH CONDUIT SHALL EXCEED SIX FEET IN LENGTH.

POLE AND ANTENNA INSTALLATION

- A. IF REQUIRED, ERECT FURNISHED STRUCTURE. PRIOR TO ERECTION, CONTRACTOR MUST VERIFY THAT CONCRETE HAS MET THE MINIMUM STRENGTH REQUIREMENTS AS WELL AS ANY OTHER INSPECTION OR TESTING REQUIREMENTS.

- B. INSTALL ANTENNAS AND LINES AS INDICATED ON THE DRAWINGS AND PER OWNER SPECIFICATION. INSTALL ANTENNA AND CABLE MOUNTING HARDWARE AS INDICATED ON THE DRAWINGS OR APPROVED BY THE CONSTRUCTION MANAGER. ANTENNA INSTALLATION TO BE CONDUCTED BY FIELD CREWS EXPERIENCED IN THE ASSEMBLE AND ERECTION OF ANTENNAS, TRANSMISSION LINES AND SUPPORT STRUCTURE.

- C. ASSIST OWNER TECHNICIANS IN PERFORMING SWEEP TEST OF INSTALLED COAX.

- D. CONTRACTOR SHALL FOLLOW ALL APPLICABLE STANDARDS INCLUDING, BUT NOT LIMITED TO: EIA 222 (LATEST VERSION), FAA ADVISORY CIRCULAR AC70/7460-1A, FCC RULES & REGULATIONS.

LANDSCAPING & SITE RESTORATION.

CONTRACTOR SHALL FURNISH, INSTALL, AND MAINTAIN LANDSCAPE WORK AS SHOWN ON THE CONSTRUCTION DRAWINGS OR REQUIRED IN THE SPECIFICATIONS.

CONTRACTOR SHALL UTILIZE THE SERVICES OF A LANDSCAPE CONTRACTOR TO ENSURE THE LANDSCAPING IS PROPERLY INSTALLED, WATERED, AND OTHERWISE MAINTAINED. CONTRACTOR SHALL GUARANTEE LANDSCAPING FOR A MINIMUM OF ONE (1) YEAR AND SHALL REPLACE ANY DEAD OR VISIBLY DISTRESSED PLANTS WITHIN THIS PERIOD.

- A. CONTRACTOR SHALL PROTECT SEEDED AREAS FROM EROSION THROUGH THE USE OF AN EROSION CONTROL MESH OR MULCH NET.

- B. ALL TREES PLACED IN CONJUNCTION WITH A LANDSCAPE PLAN WILL BE WRAPPED, TIED WITH HOSE PROTECTED WIRE, AND SECURE TO A STEEL ANGLE EXTENDING TWO FEET INTO THE GROUND ON FOUR SIDES OF THE TREE.

- C. ALL EXPOSED AREAS SHALL BE PROTECTED AGAINST WASHOUTS AND SOIL EROSION.

- D. SEED AND FERTILIZER SHALL BE APPLIED TO SURFACE CONDITIONS TO ENCOURAGE ROOTING. RAKE AREAS TO BE SEED TO EVEN THE SURFACE AND LOOSEN THE SOIL. SOW SEED IN TWO DIRECTIONS IN TWICE THE QUANTITY RECOMMENDED BY THE SEED PRODUCER.

- E. IT IS THE CONTRACTOR'S RESPONSIBILITY TO ENSURE GROWTH OF SEEDED AND LANDSCAPED AREAS BY WATERING. CONTINUE TO REWORK BARE AREAS UNTIL COMPLETE COVERAGE IS OBTAINED.

CONSULTANT:



CLIENT:



ENGINEER SEAL:

- APPROVED -  
SEE G-001 FOR ENGINEER'S  
STAMP AND SIGNATURE

I HEREBY CERTIFY THAT THIS PLAN SET WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION OTHER THAN THE EXCEPTIONS NOTED IN THE SHEET INDEX, AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

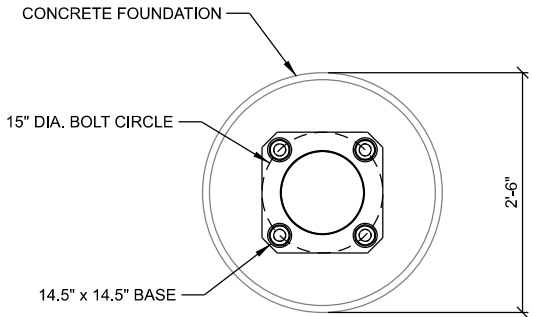
GENERAL NOTES  
MN08 LAMBERTON HS SC  
LAMBERTON, MINNESOTA

PROJECT NO:	17528437
LOCATION CODE:	472866
RFDS DATE:	06/17/2025

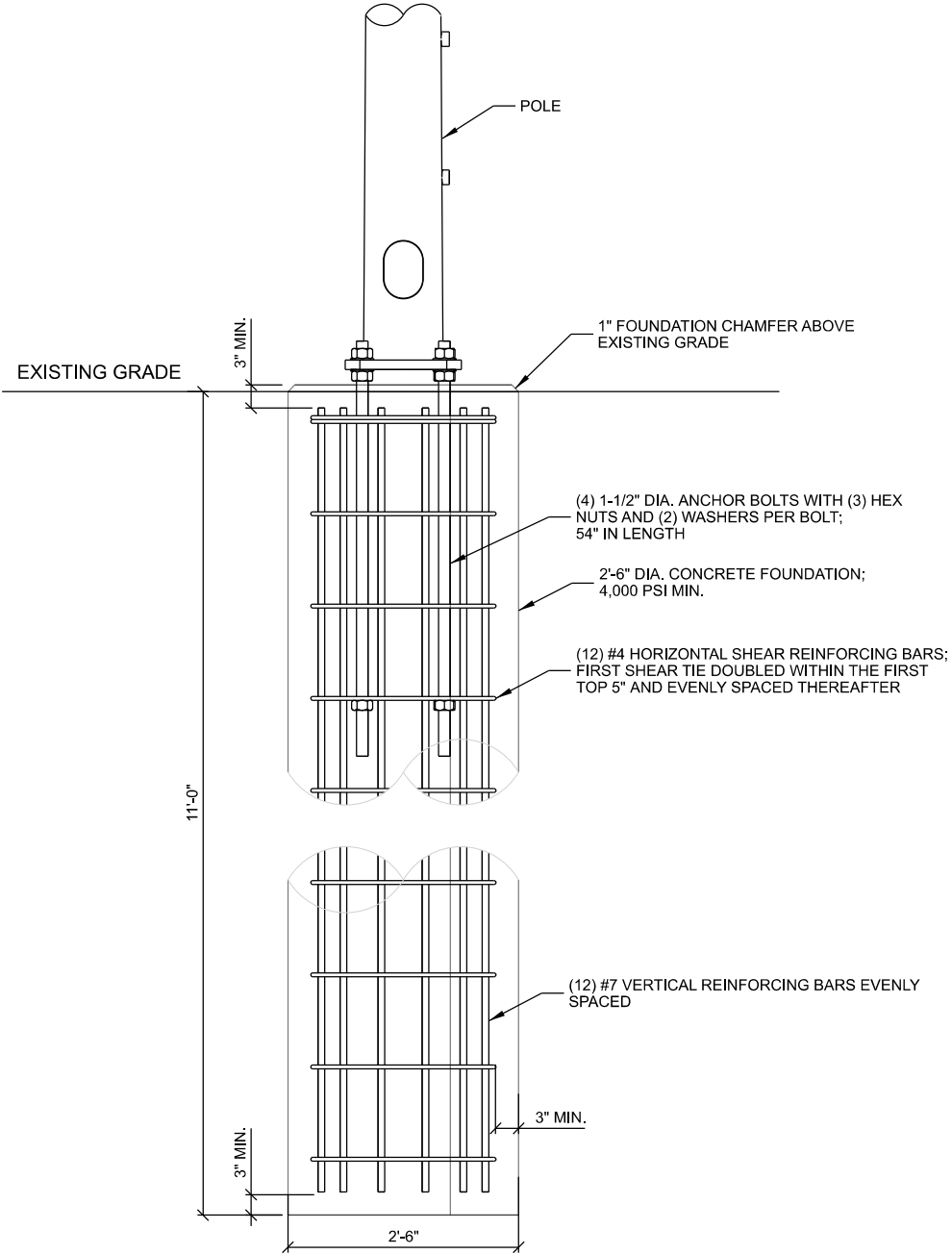
STRUCTURAL ANALYSIS:	
DATE:	DESCRIPTION:
07/10/25	REPORT NO. 42266

SUBMITTAL:		
INT.	DATE:	DESCRIPTION:
ALT	07/25/25	REV. A
ALT	08/15/25	REV. 0

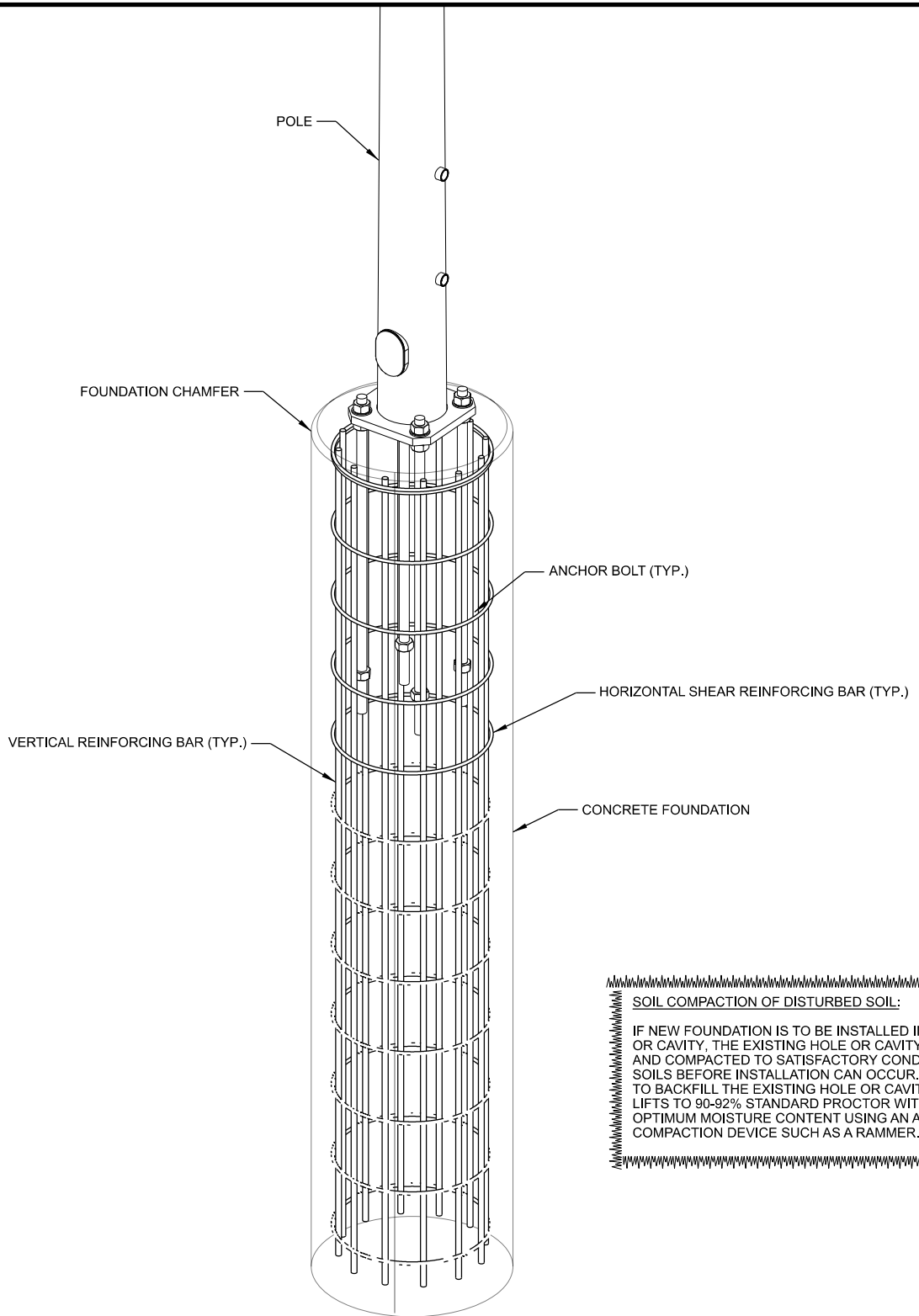
CHECKED BY:	KJM
EDGE SITE ID	S11674
EDGE PROJ. #	42266
SET TYPE	FINAL
SHEET NUMBER	R-002



**A** FOUNDATION (PLAN VIEW)



**B** FOUNDATION (SIDE VIEW)



**C** FOUNDATION (ISOMETRIC VIEW)

**SOIL COMPACTION OF DISTURBED SOIL:**  
IF NEW FOUNDATION IS TO BE INSTALLED IN AN EXISTING HOLE OR CAVITY, THE EXISTING HOLE OR CAVITY MUST BE BACKFILLED AND COMPACTED TO SATISFACTORY CONDITIONS WITH NATIVE SOILS BEFORE INSTALLATION CAN OCCUR. THE CONTRACTOR IS TO BACKFILL THE EXISTING HOLE OR CAVITY WITH 6 TO 8 INCH LIFTS TO 90-92% STANDARD PROCTOR WITH MODERATELY OPTIMUM MOISTURE CONTENT USING AN APPROPRIATE COMPACTION DEVICE SUCH AS A RAMMER.

TABLE OF QUANTITIES		
MATERIAL	DESCRIPTION	SUPPLIED BY
HORIZONTAL REBAR	(12) #4 ASTM A615 GRADE 60	CONTRACTOR
VERTICAL REBAR	(12) #7 ASTM A615 GRADE 60	CONTRACTOR
ANCHOR BOLT	(4) 1-1/2" DIA. x 54"	POLE MANUFACTURER
CONCRETE	47B-1PF-4000; 4,000 PSI MIN.	CONTRACTOR

# BUILDING/ZONING PERMIT APPLICATION

City of  
*Lamberton*

Office of Clerk/Treasurer • 112 2nd Ave West • PO Box 356 • Lamberton, MN 56152 • (507) 752-7601

Property Owner: Dave Wille

Mailing Address: PO Box 256

City, State Zip: Lamberton Mn. 56152

Phone: 507-829-5718

Email: dawille13@gmail.com

## PROPERTY INFORMATION

Property Address: 600 So. Birch

Parcel Number: \_\_\_\_\_

Property Type: ☒ Residential

☐ Commercial

☐ Industrial

## PROJECT INFORMATION

Type of Project:

☒ New Structure

☐ Alteration/Repair

☐ Addition

☐ \_\_\_\_\_

Dimensions of Project:

Length: 12'

Width: 8'

Height: 4'

Area: \_\_\_\_\_

Project Description: Deck on front of home

Estimated Construction Cost (including materials and labor): \$1000

**All Building/Zoning Permit Applications must include a detailed site plan drawn to scale.**

## APPLICANT STATEMENT

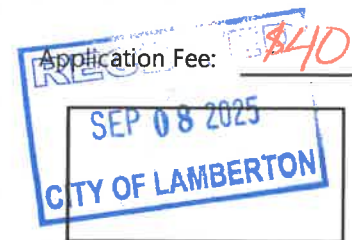
I hereby apply for a building permit and I acknowledge that the information provided above and on the submitted site plan is complete and accurate and that all work will be in conformance with the approved plan and codes, covenants & ordinances of the City of Lamberton and with Minnesota State Building Codes.

I understand that this is a permit application and work is not to start without a permit.

Applicant Signature: Dave Wille

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

Permit Number: 2025-05



Payment Stamp

This Application has been Reviewed and Approved by:

Denied- not outside of 30 ft setback.

Public Works Supervisor

Building/Zoning Administrator

The City of Lamberton is an Equal Opportunity Provider and Employer



Wille.



9-30-2025	<b>REQUEST FOR COUNCIL ACTION</b>
<b>TO:</b>	HONORABLE MAYOR & CITY COUNCIL
<b>FROM:</b>	Valerie Halter
<b>SUBJECT:</b>	Change of Meeting Order
	<p>I would like to change the city council meeting order. Mainly because we have staff that are present that because they are present, need to reduce their work hours. So you have Kim – who if she reduces her work hours, someone has to cover her call time. You have Alicia who has to find someone to cover or close because she has extra hours. Derick, kind of the same deal. Some of our meetings get long and some of the topics don't pertain to them or their departments. It seems like a waste of their time and can make burden on them or others because they are at a council meeting.</p> <p>What I am proposing:</p> <ol style="list-style-type: none"> <li>1. CALL TO ORDER/ADOPT AGENDA/CEREMONIAL DUTIES</li> <li>2. GUESTS (People like Bollig, Matt Novak, USDA...)</li> <li>3. CITIZEN COMPLAINTS &amp; CONCERNS</li> <li>4. DEPARTMENT REPORTS</li> <li>5. BUILDING AND ZONING REQUESTS</li> <li>6. REQUEST FOR COUNCIL ACTIONS</li> <li>7. ORDINANCES AND RESOLUTIONS</li> <li>8. CONSENT AGENDA</li> <li>9. FINANCIAL REPORT &amp; APPROVAL OF CLAIMS</li> <li>10. MAYOR &amp; COUNCIL REPORTS &amp; COMMUNICATIONS</li> <li>11. NEXT MEETING DATES</li> <li>12. ADJOURNMENT</li> </ol> <p>Let me know your thoughts.</p> <p>I don't know that we need a motion – it's just a change of order. We will do all the same things.</p>

**CITY OF LAMBERTON  
ORDINANCE NO. 162**

**AN ORDINANCE AMENDING SECTION 305.4 OF THE CITY CODE RELATING TO PROHIBITED STRUCTURES IN RESIDENTIAL DISTRICT R-1**

**Section 1. Amendment.**

Section 305.4 of the Lamberton Development Code is hereby amended by adding the following:

**1. Prohibited Structures in R-1 Residential District.**

- a. Shipping containers, cargo trailers, semi-trailers, or similar transport containers shall not be used as permanent storage structures, accessory buildings, or dwellings within the R-1 Residential District.
- b. Such structures may only be permitted on a temporary basis when directly associated with an active construction project. A valid building permit must be obtained prior to placement.
- c. For purposes of this ordinance, "temporary" shall mean a period of no more than nine (9) consecutive months.

**2. Existing Structures.**

Any shipping container, cargo trailer, semi-trailer, or similar transport container located within the R-1 Residential District prior to the adoption of this ordinance shall be deemed noncompliant and illegal upon adoption. The owner shall have twelve (12) months from the effective date of this ordinance to remove the structure(s) or otherwise bring the property into compliance.

**3. Enforcement.**

- a. Failure to comply with this ordinance shall constitute a violation of the zoning code and may be subject to fines, removal orders, or other remedies available under City Code and State law.
- b. If the City undertakes removal or corrective action due to noncompliance, all expenses incurred shall be billed to the property owner.
- c. If not paid within the time specified by the City, such expenses shall be assessed against the property and collected as a tax in the same manner as other special assessments.

**Section 2. Effective Date.**

This ordinance shall take effect and be enforced from and after its passage and publication according to law.

Adopted on this \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_.

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Clerk



9-30-2025	<b>REQUEST FOR COUNCIL ACTION</b>
<b>TO:</b>	HONORABLE MAYOR & CITY COUNCIL
<b>FROM:</b>	Valerie Halter
<b>SUBJECT:</b>	Proposed Zoning Amendment
	<p>As has been discussed by the council the need to address the use of unconventional items for storage units.</p> <p>This needs to be addressed within the zoning ordinances – I believe it best fits in Section 305.4 of the Lamberton Development Code.</p> <p>I have drafted a proposed amendment it will also address the issue of the storage containers already in town. (Stavnes, RRC – 1 possibly 2) I had Novak review it. He said he was good with it.</p> <p>After you review it and make any changes, it will need to be published and then a public meeting held which be done at the next council meeting. After that you vote to adopt it.</p> <p>This gets things started.</p>
	Council needs to motion to publish the proposed zoning ordinance change and hold a public meeting on November 10, 2025 at 7:00 PM.

**CITY OF LAMBERTON  
ORDINANCE NO. 162**

**AN ORDINANCE AMENDING SECTION 305.4 OF THE CITY CODE RELATING TO PROHIBITED STRUCTURES IN  
RESIDENTIAL DISTRICT R-1**

**Section 1. Amendment.**

Section 305.4 of the Lamberton Development Code is hereby amended by adding the following:

**1. Purpose**

The purpose of this section is to promote the health, safety, and general welfare of the community by regulating the use of shipping containers, cargo trailers, semi-trailers and similar units as permanent storage structures within the City of Lamberton. Such structures are not designed for permanent storage use, may create safety hazards, and are inconsistent with the residential character of the community.

**2. Definitions**

For the purposes of this ordinance:

- a. Shipping Container means a standard, reusable steel box originally designed for the storage and movement of goods by ship, rail, or truck.
- b. Storage Trailer means a semi-trailer, cargo trailer, or similar wheeled container used for the storage of goods or materials.

**3. Prohibited Structures in R-1 Residential District.**

- a. Shipping containers, cargo trailers, semi-trailers, or similar units shall not be used as permanent storage structures, accessory buildings, or dwellings within the R-1 Residential District.
- b. Such structures may only be permitted on a temporary basis when directly associated with an active construction project. A valid building permit must be obtained prior to placement.
- c. For purposes of this ordinance, "temporary" shall mean a period of no more than nine (9) consecutive months.

**4. Existing Structures.**

Any shipping container, storage trailer, or similar unit used for storage and located within the City on the effective date of this ordinance shall be considered a nonconforming use. All such units must be removed no later than twelve (12) months from the effective date of this ordinance. After such date, continued use shall be considered a violation subject to enforcement.

**5. Enforcement.**

- a. Failure to comply with this ordinance shall constitute a violation of the zoning code and may be subject to fines, removal orders, or other remedies available under City Code and State law.
- b. If the City undertakes removal or corrective action due to noncompliance, all expenses incurred shall be billed to the property owner.
- c. If not paid within the time specified by the City, such expenses shall be assessed against the property and collected as a tax in the same manner as other special assessments.

**Section 2. Effective Date.**

This ordinance shall take effect and be enforced from and after its passage and publication according to law.

Adopted on this \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_.

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Clerk

9-30-2025	<b>REQUEST FOR COUNCIL ACTION</b>
<b>TO:</b>	HONORABLE MAYOR & CITY COUNCIL
<b>FROM:</b>	Valerie Halter
<b>SUBJECT:</b>	Stavnes Shipping Container
	<p>I talked to Chad. He does not have a dollar amount.</p> <p>We talked about the fact that nothing is in place to prevent someone else from using a shipping container in the city limits.</p> <p>We talked about the 30% permeable surface and we talked about the setbacks.</p> <p>We didn't make any progress.</p> <p>So I figure maybe the best way is to update the ordinance that makes it nonconforming and give a reasonable amortization time to remove existing containers. Then we prevent others from coming in and the existing ones will need to be removed.</p>

**CITY OF LAMBERTON  
ORDINANCE NO. 162**

**AN ORDINANCE AMENDING SECTION 305.4 OF THE CITY CODE RELATING TO PROHIBITED STRUCTURES IN RESIDENTIAL DISTRICT R-1**

**Section 1. Amendment.**

Section 305.4 of the Lamberton Development Code is hereby amended by adding the following:

**1. Prohibited Structures in R-1 Residential District.**

- a. Shipping containers, cargo trailers, semi-trailers, or similar transport containers shall not be used as permanent storage structures, accessory buildings, or dwellings within the R-1 Residential District.
- b. Such structures may only be permitted on a temporary basis when directly associated with an active construction project. A valid building permit must be obtained prior to placement.
- c. For purposes of this ordinance, "temporary" shall mean a period of no more than nine (9) consecutive months.

**2. Existing Structures.**

Any shipping container, cargo trailer, semi-trailer, or similar transport container located within the R-1 Residential District prior to the adoption of this ordinance shall be deemed noncompliant and illegal upon adoption. The owner shall have twelve (12) months from the effective date of this ordinance to remove the structure(s) or otherwise bring the property into compliance.

**3. Enforcement.**

- a. Failure to comply with this ordinance shall constitute a violation of the zoning code and may be subject to fines, removal orders, or other remedies available under City Code and State law.
- b. If the City undertakes removal or corrective action due to noncompliance, all expenses incurred shall be billed to the property owner.
- c. If not paid within the time specified by the City, such expenses shall be assessed against the property and collected as a tax in the same manner as other special assessments.

**Section 2. Effective Date.**

This ordinance shall take effect and be enforced from and after its passage and publication according to law.

Adopted on this \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_.

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Clerk

## LIABILITY COVERAGE WAIVER FORM

Members who obtain liability coverage through the League of Minnesota Cities Insurance Trust (LMCIT) must complete and return this form to LMCIT before their effective date of coverage. [Email completed form to your city's underwriter, to \[psstech@lmc.org\]\(mailto:psstech@lmc.org\), or fax to 651.281.1298.](mailto:psstech@lmc.org)

*The decision to waive or not waive the statutory tort limits must be made annually by the member's governing body, in consultation with its attorney if necessary.*

Members who obtain liability coverage from LMCIT must decide whether to waive the statutory tort liability limits to the extent of the coverage purchased. The decision has the following effects:

- *If the member does not waive the statutory tort limits*, an individual claimant could recover no more than \$500,000 on any claim to which the statutory tort limits apply. The total all claimants could recover for a single occurrence to which the statutory tort limits apply would be limited to \$1,500,000. These statutory tort limits would apply regardless of whether the member purchases the optional LMCIT excess liability coverage.
- *If the member waives the statutory tort limits and does not purchase excess liability coverage*, a single claimant could recover up to \$2,000,000 for a single occurrence (under the waive option, the tort cap liability limits are only waived to the extent of the member's liability coverage limits, and the LMCIT per occurrence limit is \$2,000,000). The total all claimants could recover for a single occurrence to which the statutory tort limits apply would also be limited to \$2,000,000, regardless of the number of claimants.
- *If the member waives the statutory tort limits and purchases excess liability coverage*, a single claimant could potentially recover an amount up to the limit of the coverage purchased. The total all claimants could recover for a single occurrence to which the statutory tort limits apply would also be limited to the amount of coverage purchased, regardless of the number of claimants.

Claims to which the statutory municipal tort limits do not apply are not affected by this decision.

---

LMCIT Member Name:

*Check one:*

The member **DOES NOT WAIVE** the monetary limits on municipal tort liability established by [Minn. Stat. § 466.04](#).

The member **WAIVES** the monetary limits on municipal tort liability established by [Minn. Stat. § 466.04](#), to the extent of the limits of the liability coverage obtained from LMCIT.

Date of member's governing body meeting:

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

Position:

9-30-2025	<b>REQUEST FOR COUNCIL ACTION</b>
<b>TO:</b>	HONORABLE MAYOR & CITY COUNCIL
<b>FROM:</b>	Valerie Halter
<b>SUBJECT:</b>	Library By-Laws and Policy
	<p>After last meeting I looked further into the library by-laws and policies. I also looked at by-laws of other libraries, and I think it's time for them to be reviewed and updated.</p> <p>I also asked Alicia if there was a written policy book for the library. She sent me the link for the MN Public Library Trustee Handbook.  <a href="https://www.lambertonmn.com/documents/176/Minnesota_Public_Library_Trustee_Handbook_8_.pdf">https://www.lambertonmn.com/documents/176/Minnesota_Public_Library_Trustee_Handbook_8_.pdf</a></p> <p>I doubt that the library board and city council have adopted this. There are also policies the library should have on their own such as access, borrowing privileges, cash handling, collection development, etc.  (Pages 34-36 of Trustee Handbook)</p> <p>I think Alicia and the library board need to develop written policies for the library. I feel like we are in the position we are in because of a lot of grey area and things not being followed. We need to work on getting everyone- the library director, city clerk, library board, and city council all on the same page. We all need to be in alignment of how things are done and expectations from all parties.</p> <p>I suggested that the city council and the library board have a work session together and discuss needs from both parties. Then a work session following by-law and policy development for the council to be able to review and ask questions.</p> <p>This is no different than what was done for the ambulance this past year and it has helped. It was not an over-night project - it did take months. I would think drafts could be accomplished within 6 months.</p> <p>One other thing I would like the council to consider is having a council rep at the library board meetings or a member of the library board. The library board is made up of 7 people with staggering terms. I have attached that list as well. Being the city ultimately is the one that makes the final decisions, I felt the city should have representation on the library board.</p> <p>There should be a motion from the council directing by-law updates and development of library policies if the council so choses.</p> <p>The library was created by ordinance #62 11-17-1935.</p>

# REQUEST FOR COUNCIL ACTION



DATE:	09/15/2025
TO:	HONORABLE MAYOR & CITY COUNCIL
FROM:	Lamberton Public Library
SUBJECT:	Replace Ilea Wegley
ISSUE/REQUEST/ BACKGROUND:	Ilea has not attended a meeting in over a year, she no longer wants to be on the board.
RECOMMENDATION:	The Board would like to appoint Marc Weideman to replace Ilea. He would complete her term ending at the end of 2025. He would be able to follow up 3 more years as her replacement by doing a second term.
FISCAL IMPACT:	none

## Library Board of Trustees

Year	Name	Cell	Email	Position	Term Started	Term Expires	Terms Served
2025	Ilea Wegley	507-476-2295	<a href="mailto:ileawegley@gmail.com">ileawegley@gmail.com</a>	Director	2022	2025	1
2025	Jodie Geske	507-828-5391	<a href="mailto:jodiegeske@gmail.com">jodiegeske@gmail.com</a>	<b>President</b>	2023	2026	1
2025	September Johnson	507-838-0139	<a href="mailto:septemberjo@gmail.com">septemberjo@gmail.com</a>	Director	2023	2026	1
2025	James Rains	507-513-5180	<a href="mailto:jdrains@liberty.edu">jdrains@liberty.edu</a>	Director	2024	2027	1
2025	Amber Demuth	507-227-1368	<a href="mailto:staffordamb@gmail.com">staffordamb@gmail.com</a>	<b>Vice-President</b>	2024	2027	1
2025	Karen Beranek	605-421-9879	<a href="mailto:ckberanek@gmail.com">ckberanek@gmail.com</a>	Director	2025	2028	1
2025	Vicki werner	507-227-3585	<a href="mailto:vickiwerner63@gmail.com">vickiwerner63@gmail.com</a>	Director	2025	2028	1



10-9-2025	REQUEST FOR COUNCIL ACTION																								
TO:	HONORABLE MAYOR & CITY COUNCIL																								
FROM:	Valerie Halter																								
SUBJECT:	Tax Forfeited and Blighted Properties																								
	<p>At the housing institute we talk about where housing should be and pricing out development of the spaces chosen.</p> <p>I am working on getting housing on existing empty lots that have utilities to them. Getting utilities to lots is a huge expense when you are talking developing housing on “green” lots.</p> <p>There was talk about tax forfeiture properties and blighted properties. Yes, these properties come with expense, but if the expense is less than having to do utility development to the lots or the location is good – these lots should be looked at.</p> <p>It made me think of the Al Wetenkamp property at 204 W 3<sup>rd</sup> Ave. The second auction is coming up on October 20<sup>th</sup>. The minimum bid will be \$7,921.23. If it does not sell at this sale, the third sale will be set and then they start at \$1 and take the highest bidder.</p> <p>I know of one person that is interested in the property for possible future expansion.</p> <p>Does the city want control of this lot?</p> <div><div>containing two acres, more or less,</div><table><tr><th colspan="4">City of Lamberton</th></tr><tr><td>Allan Wetenkamp</td><td></td><td></td><td></td></tr><tr><td>204 W 3<sup>rd</sup> Ave</td><td>204 W Third Ave</td><td>\$17,700.00</td><td></td></tr><tr><td>Lamberton, MN 56152</td><td>Lamberton, MN 56152</td><td>\$ 7,454.19</td><td>\$3,161.40</td></tr><tr><td colspan="4"><b>83-200-1300</b></td></tr><tr><td colspan="4">Lot Number Ten (10), and the West Half (W1/2) of Lot Number Eleven (11), in Block Seven (7) of the Village (now city) of Lamberton, according to the Original Plat thereof on file and of record in the office of the Redwood County Recorder</td></tr></table></div>	City of Lamberton				Allan Wetenkamp				204 W 3 <sup>rd</sup> Ave	204 W Third Ave	\$17,700.00		Lamberton, MN 56152	Lamberton, MN 56152	\$ 7,454.19	\$3,161.40	<b>83-200-1300</b>				Lot Number Ten (10), and the West Half (W1/2) of Lot Number Eleven (11), in Block Seven (7) of the Village (now city) of Lamberton, according to the Original Plat thereof on file and of record in the office of the Redwood County Recorder			
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9-2-2025	<b>REQUEST FOR COUNCIL ACTION</b>
<b>TO:</b>	HONORABLE MAYOR & CITY COUNCIL
<b>FROM:</b>	Valerie Halter
<b>SUBJECT:</b>	Work Session Topics
	<p>We need to set the topics of discussion for the notice. This is what I have so far.</p> <p>October 27th at 5:30 PM</p> <p>Topics of Work Session –</p> <ul style="list-style-type: none"><li>• 2026 Budget</li><li>• Future Capital Improvement Purchases<ul style="list-style-type: none"><li>○ Police Squad</li></ul></li><li>• Library Board - Library Budget</li><li>• Personnel Reviews</li><li>• Wages for 2026</li></ul>

10-9-2025	<b>REQUEST FOR COUNCIL ACTION</b>
<b>TO:</b>	HONORABLE MAYOR & CITY COUNCIL
<b>FROM:</b>	Valerie Halter & Justin Thram
<b>SUBJECT:</b>	Request for HR Meeting
	<p>Justin and I would like to request a meeting between Amanda Cairns, a member of the HR Committee, and Matt Novak.</p> <p>We feel over the past couple of months Amanda has targeting us to the point that it is affecting our daily lives both at and outside of work.</p> <p>We feel her intentions are not to learn about our jobs and the workings of the city, but to try and find short comings to use against us.</p> <p>We feel it is time to sit down and get everything out in the open and try to understand where and why this has been happening. We need to find a way to move forward amicably.</p>
	<b>Matt Novak called 10-10-2025 and would like to have a meeting with the HR Committee.</b>

10-9-2025	<b>REQUEST FOR COUNCIL ACTION</b>
<b>TO:</b>	HONORABLE MAYOR & CITY COUNCIL
<b>FROM:</b>	Amanda Cairns
<b>SUBJECT:</b>	Department Report Request
	<p>Email received from Amanda Cairns:</p> <p>Hi Val,</p> <p>Can you please add an RCA for next week?</p> <p>I'd like to have a discussion about better/more robust reporting from the different departments.</p> <p>Right now, only the library and police provide written reports with any kind of detail as to what work has been done.</p> <p>I'd like to see written reports with more detail from your position, Justin and Kimberly and the FD.</p> <p>From Justin I'd like to know what's been accomplished the last month, what hours were spent on the different items that were completed, who completed those tasks (Justin, Tyler or Kimberly) what's planned to get done the next month what emergencies happened that pulled away from normal work. Who was on vacation or has upcoming vacation. Who has training coming up etc.</p> <p>From Kimberly I'd like what she currently provides but in written form. I would also like an accounting of what she's doing to justify 40 hours a week.</p> <p>From your position, like I was trying to ask about last month, I'd like an update as to what has happened in each of the areas you listed on your report. What's happened in the last month, what's coming up the next month. How much time you spend in those various areas. What hours you're in the office and what hours you're attending meetings elsewhere.</p> <p>From the FD I'd like to know what they did for training last month, what kind of training they have coming up, how many calls they had, what kind of maintenance they need or might have coming up that we need to consider or plan for.</p> <p>I think it would be very beneficial for council to see this information as opposed to what we are currently seeing, not seeing.</p> <p>Please feel free to use this email as part of the RCA.</p>
	I Valerie Halter am requesting the council vote on this.

## Library Report

October 2025

Not much happened in September. I took the 2 weeks off for vacation. My sub called in every day of week. It was very frustrating so I did talk to her about not calling in with less than 20 minutes before I am supposed to leave for the day (I scheduled half days all of those days so I could keep up with morning opening/delivery services on Monday and Thursday.) I have talked to Kim about her starting date, she will begin training October 22<sup>nd</sup> and 23<sup>rd</sup>.

### AC Meeting Updates:

- Digital Services- This was a huge topic. Our digital services are paid for mostly using federal funds and the cost is becoming a concern. With the service we have we have contracts on books (generally a 24 month or 26 uses contract.) this means after 24 months we either repurchase the book (Prices range from \$17-\$50) for additional time. It was noted that right now all of our titles that have expired total \$16,713.55. We are currently looking into other options at this time, but this is a nationwide issue not just local.
- We will have a Legacy meeting to go over applying for Legacy grants as things are changing on their end. Scheduled for next month
- ASPEN tracking training will be October 21<sup>st</sup> in the morning. The goal with this is to start up programing online and make it easier for online tracking. There was discussion of whether patrons or libraries can opt out as this may be a privacy issue. We will learn more at the upcoming training.
- Material Sourcing: Baker and Taylor have officially shut down and many libraries are looking for new places to purchase their books from. Many have switched to INGRAM, but they are no longer taking new customers. Many of us use Amazon Business which makes books the same price as INGRAM (we used to use INGRAM when I started but the user interface was awful, and customer service was worse. It was nice hearing from many other libraries they felt the same way and switched to amazon as well.)
- Policies: Meinders Library had an issue where a patron from Adrian defaced one of their books, but because their policy they were not able to take action against that patron. This led to the discussion of everyone updating their policy to protect other libraries materials as well as their own. I have started looking into other library policies so that we can get ours updated. The Board will be having a special Policy Review meeting as soon as they set a date.

### Upcoming Events/Programs

#### Costume Exchange:

- Creepy Crafting on Wednesday
  - Ornament making (12)
  - Pumpkin Painting
  - Building Mini Haunted Houses
  - Trick or Treat Bags
    - Next month we will continue crafts, but we may switch to Thursdays. Thursdays have been busier this year vs last year as far as dance nights go. I will monitor this to see what dates work better.
- Movies:
  - KPop Demon Hunters Sing Along (10/17)
  - Scary Stories to tell in the dark (10/27)

- Tour of Tables: the friends of the library are hosting their annual tour of tables on November 8<sup>th</sup>.
- Valley View Delivery. We are going to look into finding a book shelf and putting rotating books down at Valley View. We have run into scheduling issue where the only time they are able to fit us in is when the residents are eating lunch. With the feeling that they are being rushed I offered the idea of a rotating collection, that will be changed out monthly so more of the residents have access to materials.
- Board held their Evaluation meeting
- Board will be getting together on the 22<sup>nd</sup> to go over budget things; one member for sure is planning to attend the 28<sup>th</sup> meeting.

### **Circulation Report**

- **September**
  - Total Books:390
  - Audio Books:9
  - Total DVDs: 43
  - Non-Print (cake pans, Computers, Hotspots, Chromebooks):81
    - Wireless Stats: 36
  - Online Materials(overdrive, RB Digital):103
    - ILL (Inter Library Loan ): 52

Respectfully Submitted  
Alicia Vogel

### **Manager Scoreboard**

Please provide objective ratings of the employee's on-the-job performance using a five-scale system.

### **RATING SCALE**

<b><u>5 (Outstanding)</u></b>	Performs significantly above the quality/quantity criteria for this role
<b><u>4 (Exceeds Expectations)</u></b>	Generally exceeds the quality/quantity criteria for this role
<b><u>3 (Meets Expectations)</u></b>	Meets the set criteria for the designated role.
<b><u>2 (Needs Improvement)</u></b>	Didn't fully meet the set criteria for the designated role.
<b><u>1 (Unacceptable)</u></b>	Performs significantly below set criteria

### **General Evaluation**

**Organizational Knowledge & Judgment:** Demonstrates knowledge of the standard operating procedures, processes and equipment necessary for this role. Recognizes and resolves potential issues using sound judgment to determine the right course of action. Involves others in the decision-making process as needed.

#### **Supervisor's Answer**

- ☐ 5 – outstanding  
☒ 4 – exceeds expectations  
☐ 3 – meets expectations  
☐ 2 – needs improvement  
☐ 1 – unacceptable

#### **Self (Employee)**

- ☐ 5 – outstanding  
☐ 4 – exceeds expectations  
☒ 3 – meets expectations  
☐ 2 – needs improvement  
☐ 1 – unacceptable

#### **HR Committee Answer**

- ☐ 5 – outstanding  
☐ 4 – exceeds expectations  
☐ 3 – meets expectations  
☐ 2 – needs improvement  
☐ 1 – unacceptable

The librarian demonstrates knowledge of the standard operating procedures, processes, and equipment necessary for this rule including:

- i. Knowledge of computer systems
- ii. Knowledge of online library systems
- iii. Knowledge of basic office supplies

b. The librarian recognizes and resolves potential issues using sound judgment to determine the right course of action.

- i. When training staff librarian and when participating in daily library operations demonstrates sound judgment to determine right causes of action

c. The librarian involves others in the decision-making processes as needed.

- i. utilizes the library board, Friends of the Library association, patrons, including children in the decision-making process.

**Manager Scoreboard**

*Please provide objective ratings of the employee's on-the-job performance using a five-scale system.*

**RATING SCALE**

<b><u>5 (Outstanding)</u></b>	Performs significantly above the quality/quantity criteria for this role
<b><u>4 (Exceeds Expectations)</u></b>	Generally exceeds the quality/quantity criteria for this role
<b><u>3 (Meets Expectations)</u></b>	Meets the set criteria for the designated role.
<b><u>2 (Needs Improvement)</u></b>	Didn't fully meet the set criteria for the designated role.
<b><u>1 (Unacceptable)</u></b>	Performs significantly below set criteria

**Skillset:** Possess all the knowledge and expertise to effectively perform the assigned duties. Demonstrates interest in completing assigned training to obtain new skills and/or proactively masters new competencies independently.

**Supervisor's Answer**

- ☐ 5 – outstanding  
☒ 4 – exceeds expectations  
☐ 3 – meets expectations  
☐ 2 – needs improvement  
☐ 1 – unacceptable

**Self (Employee)**

- ☐ 5 – outstanding  
☐ 4 – exceeds expectations  
☒ 3 – meets expectations  
☐ 2 – needs improvement  
☐ 1 – unacceptable

**HR Committee Answer**

- ☐ 5 – outstanding  
☐ 4 – exceeds expectations  
☐ 3 – meets expectations  
☐ 2 – needs improvement  
☐ 1 – unacceptable

The librarian demonstrates adequate skillset including:

The library board members would like to provide an exceeds expectations or outstanding.

\*\*\*However, we do not have the resources (finances) to provide additional training to obtain new skills\*\*\*

The library board does have confidence that the librarian does have the ability to proactively master new competencies independently.



### **Manager Scoreboard**

*Please provide objective ratings of the employee's on-the-job performance using a five-scale system.*

### **RATING SCALE**

<b><u>5 (Outstanding)</u></b>	Performs significantly above the quality/quantity criteria for this role
<b><u>4 (Exceeds Expectations)</u></b>	Generally exceeds the quality/quantity criteria for this role
<b><u>3 (Meets Expectations)</u></b>	Meets the set criteria for the designated role.
<b><u>2 (Needs Improvement)</u></b>	Didn't fully meet the set criteria for the designated role.
<b><u>1 (Unacceptable)</u></b>	Performs significantly below set criteria

**Quality of Work:** Demonstrates high quality of work in general; ensures thoroughness, accuracy, completeness of work.

#### **Supervisor's Answer**

- ☐ 5 – outstanding  
☒ 4 – exceeds expectations  
☐ 3 – meets expectations  
☐ 2 – needs improvement  
☐ 1 – unacceptable

#### **Self (Employee)**

- ☐ 5 – outstanding  
☐ 4 – exceeds expectations  
☒ 3 – meets expectations  
☐ 2 – needs improvement  
☐ 1 – unacceptable

#### **HR Committee Answer**

- ☐ 5 – outstanding  
☐ 4 – exceeds expectations  
☐ 3 – meets expectations  
☐ 2 – needs improvement  
☐ 1 – unacceptable

The librarian demonstrates high quality of work in general; ensures thoroughness, accuracy, and completeness of work including:

- i. Through engaging artwork displays.
- ii. Through development and design of creative and unique library events and activities.
- iii. The library is always clean and in order including displays.

### **Manager Scoreboard**

Please provide objective ratings of the employee's on-the-job performance using a five-scale system.

### **RATING SCALE**

<b><u>5 (Outstanding)</u></b>	Performs significantly above the quality/quantity criteria for this role
<b><u>4 (Exceeds Expectations)</u></b>	Generally exceeds the quality/quantity criteria for this role
<b><u>3 (Meets Expectations)</u></b>	Meets the set criteria for the designated role.
<b><u>2 (Needs Improvement)</u></b>	Didn't fully meet the set criteria for the designated role.
<b><u>1 (Unacceptable)</u></b>	Performs significantly below set criteria

**Productivity & Dependability:** Demonstrates effective time management; ensures assigned tasks are completed efficiently. Adheres to the set organizational schedule; displays commitment to delivering the assigned work on time and at expected levels of quality/output.

#### **Supervisor's Answer**

- ☐ 5 – outstanding  
☒ 4 – exceeds expectations  
☐ 3 – meets expectations  
☐ 2 – needs improvement  
☐ 1 – unacceptable

#### **Self (Employee)**

- ☐ 5 – outstanding  
☐ 4 – exceeds expectations  
☒ 3 – meets expectations  
☐ 2 – needs improvement  
☐ 1 – unacceptable

#### **HR Committee Answer**

- ☐ 5 – outstanding  
☐ 4 – exceeds expectations  
☐ 3 – meets expectations  
☐ 2 – needs improvement  
☐ 1 – unacceptable

The librarian demonstrates effective time management including:

- i. The librarian is able to manage her time effectively including her normal duties as well as additional programming without utilizing overtime or additional resources.

Assigned tasks are completed efficiently including:

- i. The librarian is able to complete her tasks efficiently.

Displays commitment to delivering the assigned work on time and at expected levels of quality/output including:

- i. The librarian displays commitment to delivering the assigned work on time to a high level of quality and output.

### **Manager Scoreboard**

*Please provide objective ratings of the employee's on-the-job performance using a five-scale system.*

### **RATING SCALE**

<b><u>5 (Outstanding)</u></b>	Performs significantly above the quality/quantity criteria for this role
<b><u>4 (Exceeds Expectations)</u></b>	Generally exceeds the quality/quantity criteria for this role
<b><u>3 (Meets Expectations)</u></b>	Meets the set criteria for the designated role.
<b><u>2 (Needs Improvement)</u></b>	Didn't fully meet the set criteria for the designated role.
<b><u>1 (Unacceptable)</u></b>	Performs significantly below set criteria

**Communication:** Has effective and appropriate verbal and written communication and listening skills. Remains accessible and available to other employers as needed.

#### **Supervisor's Answer**

- ☐ 5 – outstanding  
☒ 4 – exceeds expectations  
☐ 3 – meets expectations  
☐ 2 – needs improvement  
☐ 1 – unacceptable

#### **Self (Employee)**

- ☐ 5 – outstanding  
☐ 4 – exceeds expectations  
☒ 3 – meets expectations  
☐ 2 – needs improvement  
☐ 1 – unacceptable

#### **HR Committee Answer**

- ☐ 5 – outstanding  
☐ 4 – exceeds expectations  
☐ 3 – meets expectations  
☐ 2 – needs improvement  
☐ 1 – unacceptable

Has effective and appropriate verbal and written communication and listening skills including:

- i. The librarian has displayed effective and appropriate verbal and written skills with both patrons, library board, friends of the library, and the Plum Creek Library System within “24” hours, usually within “1” hour.

Remains accessible and available to other employers as needed including:

- i. The librarian remains accessible and availability to other employers as needed.



**Manager Scoreboard**

*Please provide objective ratings of the employee's on-the-job performance using a five-scale system.*

**RATING SCALE**

<b><u>5 (Outstanding)</u></b>	Performs significantly above the quality/quantity criteria for this role
<b><u>4 (Exceeds Expectations)</u></b>	Generally exceeds the quality/quantity criteria for this role
<b><u>3 (Meets Expectations)</u></b>	Meets the set criteria for the designated role.
<b><u>2 (Needs Improvement)</u></b>	Didn't fully meet the set criteria for the designated role.
<b><u>1 (Unacceptable)</u></b>	Performs significantly below set criteria

**Initiative:** Demonstrates resourcefulness, versatility; and teamwork qualities necessary to conceptualize and carry out additional duties:

**Supervisor's Answer**

- ☐ 5 – outstanding  
☒ 4 – exceeds expectations  
☐ 3 – meets expectations  
☐ 2 – needs improvement  
☐ 1 – unacceptable

**Self (Employee)**

- ☐ 5 – outstanding  
☐ 4 – exceeds expectations  
☒ 3 – meets expectations  
☐ 2 – needs improvement  
☐ 1 – unacceptable

**HR Committee Answer**

- ☐ 5 – outstanding  
☐ 4 – exceeds expectations  
☐ 3 – meets expectations  
☐ 2 – needs improvement  
☐ 1 – unacceptable

Demonstrates resourcefulness, versatility; and teamwork qualities necessary to conceptualize and carry out additional duties including:

i. The librarian has demonstrated resources, versatility, teamwork by finding grants, including the Legacy Grant; working with the library board; utilizing basic office equipment and supplies to create unique and colorful activities and events; being resilient to accommodate city-based activities including dance, Hot Iron Days, and other city events; and working with the friends of the library.

### **Manager Scoreboard**

Please provide objective ratings of the employee's on-the-job performance using a five-scale system.

### **RATING SCALE**

<b><u>5 (Outstanding)</u></b>	Performs significantly above the quality/quantity criteria for this role
<b><u>4 (Exceeds Expectations)</u></b>	Generally exceeds the quality/quantity criteria for this role
<b><u>3 (Meets Expectations)</u></b>	Meets the set criteria for the designated role.
<b><u>2 (Needs Improvement)</u></b>	Didn't fully meet the set criteria for the designated role.
<b><u>1 (Unacceptable)</u></b>	Performs significantly below set criteria

**Customer focus:** Fulfills set service commitments; maintains high levels of customer satisfaction. Actively solicits and acts upon provided customer feedback. Maintains appropriate levels of communication with the customers:

#### **Supervisor's Answer**

- ☐ 5 – outstanding  
☒ 4 – exceeds expectations  
☐ 3 – meets expectations  
☐ 2 – needs improvement  
☐ 1 – unacceptable

#### **Self (Employee)**

- ☐ 5 – outstanding  
☐ 4 – exceeds expectations  
☒ 3 – meets expectations  
☐ 2 – needs improvement  
☐ 1 – unacceptable

#### **HR Committee Answer**

- ☐ 5 – outstanding  
☐ 4 – exceeds expectations  
☐ 3 – meets expectations  
☐ 2 – needs improvement  
☐ 1 – unacceptable

Fulfills set services commitments including:

i. The librarian fulfills set services commitments including preparing and maintaining community center for rental and events, preparing statics for the board meetings and city council, accommodating activities for the legion, friends of the library, the commercial club.

Maintains high levels of customer satisfaction including:

i. The librarian displays exceptional customer service with the board receiving multiple positive accolades from the community about the librarian.

Actively solicits and acts upon provided customer feedback including:

i. The librarian solicits and acts upon customer feedback including feedback for activities, events, books,

Maintains appropriate levels of communication with customers including:

i. The librarian maintains appropriate levels of communication with customers. She is able to communicate with various age ranges of children and adolescents with developmentally appropriate skill. She is also able to communicate well with adults utilizing different communication skills.



## **Employee Self-Assessment Form**

*Please answer the questions below before your scheduled meeting with your manager.*

**Please select one of the following:**

- ☐ I feel like I'm behind on my work.
- ☐ I could do better.
- ☐ I feel like I'm getting the job done.
- ☐ I feel confident in my contributions.
- ☐ My work has been the best ever.
- ☐ Still new and figuring it out.



**What do you like most about your position?**

Things I liked most about my position includes, exploring people's interests, finding programming, assisting (especially when I know I can help) patrons.

**Have your responsibilities changed over time, yes or no? If yes, please explain.**

My responsibilities have not changed since last review (2024).

**What objectives or goals did you achieve this year? If goals were not established with your manager, what were your top achievements this year?**

\* I looked into children's theater; this was not accessible for us, we did, however, have a mystery event that was theater-like.

\* I apply for grants including several new grants. Unfortunately, we did not qualify for most.

\* I researched board training for board members.

**Supervisor's Response:**

The board believes that the librarian attempted to accomplish the city clerk's goals for the library including looking into children's theater, applying for grants, and research training for board members. The library board in 2025/26 will work on providing objects and goals for the librarian that align with the boards vision based on information provided by librarian through patrons and other groups that work with the library including Plum Creek and the Friends of the Library.

**What objectives (or goals) do you hope to achieve in the coming year?**

\* I would like to find donations/grants to replace our shelves.

\* I would like to keep numbers up during the winter.

\* I would like to find a way to assist the school in unique ways to facilitate reading acumen and literacy.

**Supervisor's Response:**

The board is excited for another year of reading programs including the winter reading

**What additional support might you need to be the most successful in your position?**

Additional support that would be helpful in making me the most successful in my position includes:

- \* Needing additional support.
- \* Needing additional staffing.
- \* Locating additional funding sources.

**Supervisor's Response:**

The library board agrees with the librarian's assessment of the additional support needed for her to be the most successful in her position. The library board feels that the library would be most supported with additional staffing to prevent library closure during events as well as additional funding sources.

---

*Manager to complete the section below during or after the scheduled mid-year check-in.*

**Based on the reflection provided by the employee above, please select one of the following:**

- ☐ I feel like they're behind on their work.
- ☐ They could do better.
- ☐ I feel like they're getting the job done.
- ☒ I feel confident in their contributions.
- ☐ Their work has been the best ever!
- ☐ They're still new and figuring it out.

**Are you aligned with your employee's accomplishments for the first half of the year?**

- ☒ Yes.
- ☐ No. Please explain in the box below.
- ☐ Yes, but they forgot a few accomplishments. Please add notable accomplishments in the box below.

The board library is aligned with the librarian accomplishments for the first half of the year.



**Are you aligned with the objectives (or goals) outlined for the second half of the year?**

- ☒ Yes.
- ☐ No. Please explain in the box below.
- ☐ Yes, but there are additional objectives I'd like to see accomplished. Please add additional objectives in the box below.

The library board is aligned with the librarian objectives/goals outlined for the second half of the year.

**Any additional feedback?**

The library board feels that the librarian has done an excellent job in her duties as librarian. We commended her initiative, quality of work, and her costumer focus.

**Date of Employee Review:** 10/09/2025

**Signatures of those present:**

*Jodie A. Haskie*  
*Kichi Werner*  
*Harold Beranek*  
*James D. Reavis*

## Department Report- Ambulance Service

### September Activity:

- **Total Incidents: 16**
  - 4 ALS calls
  - 1 Cancellation on scene
  - 1 false medical alarm (cancelled by dispatch prior to response)

### Ambulance Maintenance:

- Previously discussed ambulance maintenance has been completed.
- The ambulance siren is currently not working; Kronback Repair & Detailing investigating.

### Training & Education:

- **EMR Class:** Planning for a course in Tracy to begin after harvest and conclude by Christmas. Waiting on confirmed start dates before recruitment.
- **EMT Class:** Training centers are finalizing class dates and details.

### Crew Updates:

- Two experienced providers (one EMT and one EMR) will be on service and calls in November.
- A new EMT is scheduled to take the National Registry Exam this week and will also be on November's schedule.

### October's Developments & Updates:

- Upcoming webinar opportunities to attend (each 1 hour long). Topics include:
  - Patient care with continuing education credits
  - Leadership in EMS
  - Mental health, stress management and critical incident debriefing in EMS
  - Upcoming EMS budget changes
  - Grant opportunities
- Completion of the OEMS 2025 Cost Collection Survey (required for all MN ground ambulances)
- This month's ambulance training will include annual skills review with the Medical Director.
- Preparing materials for ambulance license renewal, due end of November; current license expires December 31, 2025.
- Beginning library training on October 22 while continuing working with the maintenance department tasks/projects, ambulance responses and any other daily event outside of the normal that is needed.

10-9-2025	<b>REQUEST FOR COUNCIL ACTION</b>
<b>TO:</b>	HONORABLE MAYOR & CITY COUNCIL
<b>FROM:</b>	Valerie Halter & Kim Mittelstadt
<b>SUBJECT:</b>	Ambulance Personnel Approval
	<p>Rob Stoppel has requested to come back on the services as an EMR. His background check is complete and we are just awaiting his paperwork.</p> <p>Amy Sonnek has completed her EMT class and we are awaiting verification of getting licensed. Her background check was completed as part of the EMT course.</p> <p>We are asking for their approval so when everything is complete they can be used.</p>



# Lamberton Police Department

201 2<sup>nd</sup> Ave West P.O. Box 356 Lamberton, MN 56152 Phone: 507-828-9707

## September- 44 calls for service:

- Information/ Other- 1
- Assist other agency- 9
- Property- 1
- Harassment- 1
- Driving complaint- 1
- Teft- 1
- Traffic- 19
- Juvenile- 3
- Animal- 1
- Parking- 1
- Scam- 1
- Noise Complaints- 2
- Child Protection- 2
- Gun Permit- 1

## Notes-

- Squad oil change
- Start of school
- School zone

Chief Derick Determan, #342

Lamberton Police Department



MAGUIRE

1610 North Minnesota Ave  
Sioux Falls, SD 57104  
Phone: (605) 334-9749  
Fax: (605) 334-9752  
info@maguirewater.com

## CONTRACT FOR SERVICES

This contract made and entered into this 28 day of July, 2025, by and between Lamberton, MN - City of hereinafter called the "Owner" or "Customer" and Maguire Iron, Inc., a South Dakota Corporation with its principal office located in Sioux Falls, South Dakota, hereinafter called the "Contractor" or "Company" for and in consideration of the mutual covenants and promises hereinafter contained.

### Sphere - 100MG

#### **WITNESSETH:**

Contractor agrees to make the following repairs and improvements on the Owner's water supply tank, and to furnish the necessary equipment, labor, material, as well as Workmen's Compensation Insurance and Contractor's Liability Insurance, and to do the work hereinafter stated in a good and workmanlike manner.

#### Disinfection Method

- Contractor will disinfect the interior of the tank as per AWWA Standard C652-02, Chlorine Method #3 prior to the owner filling the tank.
- Water samples and testing is the responsibility of the owner.

#### Cleanout

- Contractor will furnish tools, labor, and materials as well as necessary insurance to perform the work in a good and workmanlike manner.
- Contractor will furnish a pressure relief valve / blow off valve for use by the Owner if needed at no charge.
- Contractor will wash out heavy sediment once the tank is emptied by the owner.
- Contractor will power wash the bottom 6' of the interior wet area of the tank after heavy sediment has been removed from the tank. Some staining may remain.
- Contract is based on up to one half-day of crew onsite. Projects over one-half day will be charged at \$675/hour. Additional days required will be charged at \$5500/day.
- Should any emergency repair or renovation be necessary, cost and details to be submitted. No extra work will be done without the owner's authorization.
- Contractor will do a complete inspection along with photos of the complete interior and exterior of the water tank.

Owner will inspect the work as it progresses and upon completion and acceptance by Owner of the above work, the sum of See Schedule A Below plus applicable sales, excise, and/or use tax shall become due and payable in full. Contractor may issue a partial invoice for materials, mobilization, and labor for projects exceeding \$50,000.00 prior to the completion of the contracted work.



# MAGUIRE

1610 North Minnesota Ave  
Sioux Falls, SD 57104  
Phone: (605) 334-9749  
Fax: (605) 334-9752  
info@maguirewater.com

**Terms:** Net 30 days from acceptance and invoicing, plus applicable sales, use, excise, transfer or similar taxes required by law. A service charge of 1½% per month (annual rate of 18%) will be charged on past due accounts. During any exterior painting, Owner shall assist in removing any vehicles in the area which might receive paint damage. Contractor will exercise reasonable care and caution to avoid, but will accept no liability for damage to antenna, communication, telemetry and/or electrical system(s) which may be attached to the structure. Removal, repair and/or replacement of the antenna, communication, telemetry and/or electrical system(s) shall be the responsibility of the Owner. Contractor may apply a temporary surcharge to amounts otherwise payable under this Agreement to reflect significant cost increases for materials, supplies, and/or fuel during high inflationary periods. Owner and the authorized agents signing this contract as such agents do hereby expressly warrant that Owner has authority to make and enter into this contract and that it becomes a party hereto pursuant to a lawful resolution duly and regularly adopted by the governing board of said Owner pursuant to the applicable statutes of this State. Customer shall reimburse Company for all travel, meal and entertainment expenses incurred by Company and its employees in connection with Company's performance under the contract. To the extent that any meal or entertainment expenses incurred by Company or its employees are subject to the limitation on deductibility under IRC Section 274(n) (1) and the Regulations thereunder, Customer shall be subject to the limitation and shall reduce its deduction accordingly. **This is included in the contract amount.**

The owner will be responsible to the Company for the cost (at current market rates) of any work that has been performed prior to termination.

**HAZARDOUS MATERIAL DISCLAIMER:** *In the event that hazardous materials are on the water tank and this information is not addressed in the specification or made known to Maguire Iron, Inc. prior to the price or bid being supplied by Maguire Iron, Inc., any additional means of hazardous material abatement or disposal costs will be born upon the Owner.*

This constitutes the entire contract. No verbal agreements or additions will be honored. Any amendments or additions hereto must be in writing and executed by the duly authorized agents and officers of the parties hereto.

IN WITNESS WHEREOF, we have set our hands and seals the day and year above written.

Owner: Lamberton, MN - City of

By:

[Redacted Signature]

(Name)

[Redacted Signature]

(Title)

By:

[Redacted Signature]

(Name)

[Redacted Signature]

(Title)

**MAGUIRE IRON, INC.**

By:

Ray Cook

(Authorized Agent)

07/28/2025

(Date)

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

*Upon acceptance, please provide two (2) signatures and date the agreement.*



# MAGUIRE

1610 North Minnesota Ave  
Sioux Falls, SD 57104  
Phone: (605) 334-9749  
Fax: (605) 334-9752  
info@maguirewater.com

## Schedule A: Cost Schedule

Lamberton, MN - City of Sphere 100		
Year	Service	Annual Spend
Year: 1	Clean Out / ROV	\$2,500.00
Year: 2	No Service	\$0.00
Year: 3	No Service	\$0.00
Year: 4	Clean Out / ROV	\$2,500.00
Year: 5	No Service	\$0.00
Year: 6	No Service	\$0.00
Year: 7	Clean Out / ROV	\$2,500.00





**MAGUIRE**

1610 North Minnesota Ave  
Sioux Falls, SD 57104  
Phone: (605) 334-9749  
Fax: (605) 334-9752  
info@maguirewater.com

## **CONTRACT FOR SERVICES**

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### **GST 150MG**

#### **WITNESSETH:**

Contractor agrees to make the following repairs and improvements on the Owner's water supply tank, and to furnish the necessary equipment, labor, material, as well as Workmen's Compensation Insurance and Contractor's Liability Insurance, and to do the work hereinafter stated in a good and workmanlike manner.

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- Water samples and testing is the responsibility of the owner.

#### **Cleanout**

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- Contractor will wash out heavy sediment once the tank is emptied by the owner.
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Owner will inspect the work as it progresses and upon completion and acceptance by Owner of the above work, the sum of See Schedule A Below plus applicable sales, excise, and/or use tax shall become due and payable in full. Contractor may issue a partial invoice for materials, mobilization, and labor for projects exceeding \$50,000.00 prior to the completion of the contracted work.





Quote ID: DQ011873-1



112 2nd Ave W • PO Box 356 • Lamberton, MN 56152  
Phone: (507) 752-7601 • Fax: (507) 752-7117 • Website: <https://lambertonmn.com>

**City Clerk/EDA Report:**

1. Housing Institute – identified lots to build on, attended 2 day session
2. Child Care Initiative – worked with nursing home, cement guy in for estimate, work on Taylor grant, in contact with potential POD owners, contacted school for projects students could do. Had the provider appreciation event for the county initiative, preparing for childcare town hall meeting
3. EDA – old school site answer questions, explored zoning options, potential new business meeting, met with new manager at grocery store, Shelf-Life webinar on Grocery Marketing Basics
4. Lead Service Line – Silversmith Demo with Bollig, TE Underground/Bollig resident issue and questions
5. LMC Committee Meetings Improve Local Economies and Fiscal Futures
6. Worked on personnel policy - ESST language and researching Mn Leave starting Jan 1
7. Ordinance draft for containers
8. Library Board/Policy Questions
9. Payroll 2x, Quarter 3 Reports and submissions, Sales Tax, Bank Recs
10. Council Prep
11. Answer residents' questions

**CITY OF LAMBERTON  
RESOLUTION 2025-17**

**A Resolution Accepting Donations to the City of Lamberton**

**WHEREAS**, the City of Lamberton, Minnesota is generally authorized to accept donations pursuant to Minnesota Statutes Section 465.03 for the benefit of its citizens; and

**WHEREAS**, the following persons and entities have offered to contribute the cash amounts set forth below with the terms and conditions to the City of Lamberton:

<b>DONTAION #</b>	<b>NAME OF DONOR</b>	<b>TERMS,CONDITION OR USE</b>	<b>AMOUNT</b>
LIB090225	Redwood West Side Center	Library	\$2,250.00
9182025	Stacey Ramthun	Childcare – New Jonti-Craft Changing Table	\$1,484.99

**WHEREAS**, all such donations have been contributed to the city for the benefit of its citizens, as allowed by law; and

**WHEREAS**, the City Council finds that it is appropriate to accept the donations offered.

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF LAMBERTON, MINNESOTA AS FOLLOWS:**

1. The donations described above are accepted and shall be used to establish and/or operate services either alone or in cooperation with others, as allowed by law.
2. The city clerk is hereby directed to issue receipts to each donor acknowledging the city's receipt of the donor's donation.

**Passed and Adopted by the City Council this 14<sup>th</sup> day of October 2025.**

**CITY OF LAMBERTON, MINNESOTA**

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

**ATTEST:**

By: \_\_\_\_\_  
City Clerk



## FINANCIAL REPORT

October 2025

### NEW VENDORS

### FINANCIALS

#### Claims for Approval:

	Start #	End#	Total
Checks	47204	47239	\$58,117.33
eChecks	1671e	1697e	\$39,247.92
Payroll	0502945	0502961	\$23,524.10
Claims Total			\$120,889.35

Voided Checks: None

Approved: \_\_\_\_\_  
Mayor

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

Approved: \_\_\_\_\_  
Clerk

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



## CITY OF LAMBERTON

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**\*Check Detail Register©**

October 2025

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
<b>10100 Checking</b>					
<b>47204</b>	10/14/25	<b>AMAZON CAPITAL SERVICES, INC.</b>			
E 211-45501-210		Operating Supplies & Post	\$14.16		LIB SUPPLY PACKING TAPE
E 211-45501-214		L brary Books	\$191.40		LIB BOOKS
E 211-45501-216		DVD and Multimedia	\$32.44		LIB DVD'S
E 601-49400-210		Operating Supplies & Post	\$25.98		WATER SUPPLY KEYBOARD
E 100-42110-210		Operating Supplies & Post	\$50.93		PD OFFICE SUPPLY
E 100-45300-311		Other fees & Miscellaneou	\$134.99		TOURISM WELCOME BAGS
E 100-42220-210		Operating Supplies & Post	(\$23.25)		FIRE CREDIT
E 100-41425-210		Operating Supplies & Post	(\$29.22)		CLERK CREDIT
E 100-42110-210		Operating Supplies & Post	(\$13.95)		PD CREDIT
		Total	\$383.48		
<b>47205</b>	10/14/25	<b>LEAH BITTNER</b>			
E 201-42153-315		Travel Conference School	\$140.00		EMS CPR TRAINING X2 EMT'S
		Total	\$140.00		
<b>47206</b>	10/14/25	<b>BOLLIG, INC</b>			
E 100-41700-305		Other Contractual Service	\$2,785.00	9044	LSL PROJECT
		Total	\$2,785.00		
<b>47207</b>	10/14/25	<b>BOUNDTREE MEDICAL, LLC</b>			
E 201-42153-210		Operating Supplies & Post	\$539.98	85915888	EMS SUPPLY AED PADS
E 201-42153-210		Operating Supplies & Post	\$73.09	85938251	EMS SUPPLY MISC
		Total	\$613.07		
<b>47208</b>	10/14/25	<b>BRANDON RASCHUY</b>			
R 601-37101		Water	\$36.47		UB REFUND
R 602-37201		Sewer	\$37.73		UB REFUND
R 603-37301		Garbage	\$6.94		UB REFUND
R 617-38001		Storm Sewer	\$18.86		UB REFUND
		Total	\$100.00		
<b>47209</b>	10/14/25	<b>CENTER POINT LARGE PRINT</b>			
E 211-45501-214		L brary Books	\$47.94	2169738	BOOKS
		Total	\$47.94		
<b>47210</b>	10/14/25	<b>CENTRACARE EMS</b>			
E 201-42153-305		Other Contractual Service	\$400.00		EMS INTERCEPT SM, JO,
		Total	\$400.00		
<b>47211</b>	10/14/25	<b>CLARA CITY TELEPHONE CO</b>			
E 201-42153-210		Operating Supplies & Post	\$10.65	13700027	SEPT PHONE & INTERNET
E 100-42110-210		Operating Supplies & Post	\$10.65	13700027	SEPT PHONE & INTERNET
E 100-41425-210		Operating Supplies & Post	\$43.83	13700027	SEPT PHONE & INTERNET
E 100-42220-210		Operating Supplies & Post	\$10.65	13700027	SEPT PHONE & INTERNET
E 601-49400-210		Operating Supplies & Post	\$10.65	13700027	SEPT PHONE & INTERNET
E 100-43120-210		Operating Supplies & Post	\$10.65	13700027	SEPT PHONE & INTERNET
E 207-46501-210		Operating Supplies & Post	\$10.65	13700027	SEPT PHONE & INTERNET
E 603-49500-210		Operating Supplies & Post	\$10.65	13700027	SEPT PHONE & INTERNET



## CITY OF LAMBERTON

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**\*Check Detail Register©**

October 2025

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
E 211-45501-210		Operating Supplies & Post	\$43.79	13700027	SEPT PHONE & INTERNET
E 100-45124-210		Operating Supplies & Post	\$10.65	13700027	SEPT PHONE & INTERNET
E 100-45400-210		Operating Supplies & Post	\$10.64	13700027	SEPT PHONE & INTERNET
E 602-49450-210		Operating Supplies & Post	\$10.65	13700027	SEPT PHONE & INTERNET
E 100-41110-210		Operating Supplies & Post	\$10.65	13700027	SEPT PHONE & INTERNET
Total			\$204.76		
<b>47212</b>	10/14/25	<b>FARMERS CO-OP OIL COMPANY</b>			
E 201-42153-211		Motor Fuel & Lubricants	\$247.50		AMBU FUEL
E 100-42110-211		Motor Fuel & Lubricants	\$279.03		PD FUEL
E 100-43120-211		Motor Fuel & Lubricants	\$796.28		STREETS FUEL
E 100-45202-211		Motor Fuel & Lubricants	\$56.45		PARKS FUEL
E 601-49400-211		Motor Fuel & Lubricants	\$19.72		WATER FUEL
E 602-49450-211		Motor Fuel & Lubricants	\$33.34		SEWER FUEL
E 100-45124-210		Operating Supplies & Post	\$16.47		POOL ANTIFREEZE
E 100-45124-210		Operating Supplies & Post	\$102.94		FUEL POOL
Total			\$1,551.73		
<b>47213</b>	10/14/25	<b>FLOW MEASUREMENT &amp; CONTROL</b>			
E 602-49450-210		Operating Supplies & Post	\$469.00	25-1172	FLOW METER CERTIFICATION
Total			\$469.00		
<b>47214</b>	10/14/25	<b>FRICKE ENVIRONMENTAL COMPANY</b>			
E 100-45300-311		Other fees & Miscellaneous	\$375.00	219135	RENT PORT. TOILET HOT IRON DAYS
Total			\$375.00		
<b>47215</b>	10/14/25	<b>GOPHER STATE ONE-CALL, INC.</b>			
E 602-49450-305		Other Contractual Service	\$24.30		LOCATE
E 601-49400-305		Other Contractual Service	\$24.30	5090535	LOCATE
Total			\$48.60		
<b>47216</b>	10/14/25	<b>GRAMSTAD LUMBER COMPANY</b>			
E 100-43120-210		Operating Supplies & Post	\$270.58		STREETS SUPPLY
E 601-49400-210		Operating Supplies & Post	\$14.92		WATER SUPPLY
Total			\$285.50		
<b>47217</b>	10/14/25	<b>HOMETOWN BILLING</b>			
E 201-42153-305		Other Contractual Service	\$856.45		EMS BILLING
Total			\$856.45		
<b>47218</b>	10/14/25	<b>HOWARD LEIBOWITZ</b>			
R 601-37101		Water	\$78.84		REFUND UB
R 602-37201		Sewer	\$81.56		REFUND UB
R 603-37301		Garbage	\$14.97		REFUND UB
R 617-38001		Storm Sewer	\$40.78		REFUND UB
Total			\$216.15		
<b>47219</b>	10/14/25	<b>JEFFERS DRAY LINE INC</b>			
E 100-43120-510		Equip & Improvements	\$3,491.87	20130	3/4" W/FINES TONS & HAULING ALLEYS
E 100-43120-510		Equip & Improvements	\$1,890.70	20195	3/4" W/FINES TONS & HAULING ALLEYS



## CITY OF LAMBERTON

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**\*Check Detail Register©**

October 2025

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
Total			\$5,382.57		
<b>47220</b>	10/14/25	<b>KIDS REFERENCE COMPANY, INC.</b>			
E 211-45501-214		L brary Books	\$183.89	KRC08-1425	BOOKS
Total			\$183.89		
<b>47221</b>	10/14/25	<b>LAMBERTON COMMERCIAL CLUB</b>			
E 100-45300-311		Other fees & Miscellaneou	\$50.00		DUES SMALL BUSINESS
Total			\$50.00		
<b>47222</b>	10/14/25	<b>LAMBERTON FIREMENS RELIEF ASSN</b>			
E 100-42220-124		State Cont for Fire Retire	\$3,416.46		SUPP FIRE STATE AID
E 100-42220-124		State Cont for Fire Retire	\$25,541.11		FIRE STATE AID
Total			\$28,957.57		
<b>47223</b>	10/14/25	<b>LAMBERTON HTG &amp; PLMBG, INC.</b>			
E 602-49450-210		Operating Supplies & Post	\$40.34	222641	SEWER PARTS
Total			\$40.34		
<b>47224</b>	10/14/25	<b>LAMBERTON NEWS</b>			
E 100-45300-311		Other fees & Miscellaneou	\$140.25	34182	HOT IRON DAYS AD
Total			\$140.25		
<b>47225</b>	10/14/25	<b>LINDE GAS &amp; EQUIPMENT, INC</b>			
E 201-42153-210		Operating Supplies & Post	\$194.20	52445412	EMS OXYGEN
Total			\$194.20		
<b>47226</b>	10/14/25	<b>MARCO</b>			
E 100-42110-210		Operating Supplies & Post	\$15.32	14390010	COPIER CONTRACT QUARTER 4
E 100-41425-210		Operating Supplies & Post	\$15.32	14390010	COPIER CONTRACT QUARTER 4
E 100-42220-210		Operating Supplies & Post	\$15.32	14390010	COPIER CONTRACT QUARTER 4
E 100-43120-210		Operating Supplies & Post	\$15.32	14390010	COPIER CONTRACT QUARTER 4
E 100-45124-210		Operating Supplies & Post	\$15.32	14390010	COPIER CONTRACT QUARTER 4
E 100-41110-210		Operating Supplies & Post	\$15.32	14390010	COPIER CONTRACT QUARTER 4
E 100-45400-210		Operating Supplies & Post	\$15.32	14390010	COPIER CONTRACT QUARTER 4
E 601-49400-210		Operating Supplies & Post	\$15.32	14390010	COPIER CONTRACT QUARTER 4
E 602-49450-210		Operating Supplies & Post	\$15.32	14390010	COPIER CONTRACT QUARTER 4
E 201-42153-210		Operating Supplies & Post	\$15.32	14390010	COPIER CONTRACT QUARTER 4
E 603-49500-210		Operating Supplies & Post	\$15.32	14390010	COPIER CONTRACT QUARTER 4
E 211-45501-210		Operating Supplies & Post	\$15.32	14390010	COPIER CONTRACT QUARTER 4
E 207-46501-210		Operating Supplies & Post	\$15.31	14390010	COPIER CONTRACT QUARTER 4
Total			\$199.15		
<b>47227</b>	10/14/25	<b>MAYNARDS FOOD CENTER</b>			
E 211-45501-210		Operating Supplies & Post	\$13.79		LIB CLEANING SUPPLY
E 100-45202-210		Operating Supplies & Post	\$15.38		PARK SUPPLY
E 100-45400-210		Operating Supplies & Post	\$13.80		COMM CENTER CLEANING SUPPLY
Total			\$42.97		
<b>47228</b>	10/14/25	<b>MEADOWLAND FARMERS COOP</b>			
E 100-45124-210		Operating Supplies & Post	\$400.40	25176,25184	POOL ANTIFREEZE



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Check #	Check Date	Vendor Name	Amount	Invoice	Comment
E 100-45202-210		Operating Supplies & Post	\$32.00	4085	PARKS FLY SPRAY , GLUE BOARDS
		Total	\$432.40		
<b>47229</b>	10/14/25	<b>MIDSTATES EQUIPMENT &amp; SUPPLY</b>			
E 100-43120-210		Operating Supplies & Post	\$2,598.75	225831	GAP PRIMER-DRUM; STREET PATCHING
		Total	\$2,598.75		
<b>47230</b>	10/14/25	<b>MURPHY, STEVE</b>			
R 601-37101		Water	\$16.47		UB REFUND
R 602-37201		Sewer	\$17.04		UB REFUND
R 603-37301		Garbage	\$3.14		UB REFUND
R 617-38001		Storm Sewer	\$8.52		UB REFUND
		Total	\$45.17		
<b>47231</b>	10/14/25	<b>PLUM CREEK LIBRARY SYSTEM</b>			
E 211-45501-210		Operating Supplies & Post	\$35.93	000071	BARCODE LABELS
		Total	\$35.93		
<b>47232</b>	10/14/25	<b>REDWOOD COUNTY AUDITOR-TREASUR</b>			
E 100-49201-445		Licenses & Taxes	\$3,724.18	119	MN ENERGY TAX ABATEMENT 2025
		Total	\$3,724.18		
<b>47233</b>	10/14/25	<b>RUNNINGS SUPPLY, INC.</b>			
E 100-42110-210		Operating Supplies & Post	\$149.99	0006-348791	PD JUMP STARTER/BATTERY
E 100-45202-210		Operating Supplies & Post	\$10.99	0006-349144	PARKS TRIMMER LINE
		Total	\$160.98		
<b>47234</b>	10/14/25	<b>SAMANTHA HACKER</b>			
R 601-37101		Water	\$2.65		REFUND UB
R 602-37201		Sewer	\$2.74		REFUND UB
R 603-37301		Garbage	\$0.51		REFUND UB
R 617-38001		Storm Sewer	\$1.37		REFUND UB
		Total	\$7.27		
<b>47235</b>	10/14/25	<b>JANE ZIMMERMAN</b>			
E 100-42110-210		Operating Supplies & Post	\$24.00		PD STITCH ON PATCHES
		Total	\$24.00		
<b>47236</b>	10/14/25	<b>SNAK ATA#57</b>			
E 602-49450-211		Motor Fuel & Lubricants	\$49.52		SEWER MOWING
E 100-45202-211		Motor Fuel & Lubricants	\$55.59		PARKS MOWING
E 100-43120-210		Operating Supplies & Post	\$112.56		STREETS SKID LOADER
		Total	\$217.67		
<b>47237</b>	10/14/25	<b>TRACY AMB SERVICE EDUCATION</b>			
E 201-42153-305		Other Contractual Service	\$600.00		EMS INTERCEPT KW, RD, OO
		Total	\$600.00		
<b>47238</b>	10/14/25	<b>WEELBORG FORD, INC.</b>			
E 201-42153-404		Rep & Maint-Equipment	\$4,266.06		AMBU REPAIR & MAINTENANCE
		Total	\$4,266.06		





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<b>47239</b>	10/14/25	<b>WEST CENTRAL SANITATION, INC.</b>			
E 603-49500-305		Other Contractual Service	\$2,337.30	13567656	AUG, SEPT GARBAGE DRIVE BY
		Total	\$2,337.30		
		<b>10100</b>	<b>\$58,117.33</b>		

Fund Summary

**10100 Checking**

100 General Fund	\$46,684.24
201 Ambulance	\$7,343.25
207 EDA	\$25.96
211 Library	\$578.66
601 Water	\$245.32
602 Sewer	\$781.54
603 Garbage Collection	\$2,388.83
617 Storm Sewer	\$69.53
	<b>\$58,117.33</b>

Valerie Halter, Clerk

Date

Lydell Sik, Mayor

Date



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Check #	Check Date	Vendor Name	Amount	Invoice	Comment
<b>10100 Checking</b>					
<b>1669 e</b>	09/03/25	<b>FIRST DATA MERCHANT SVCS LLC</b>			
E 100-45202-305		Other Contractual Service	\$2.60		FEES AUG 2025
E 100-45202-305		Other Contractual Service	\$25.66		SERVICE CHARGES AUG 2025
		Total	\$28.26		
<b>1671 e</b>	09/08/25	<b>USABLE LIFE</b>			
G 100-21713		Health Insurance Withhold	\$48.30		SEPT_ ECHECK
		Total	\$48.30		
<b>1672 e</b>	09/08/25	<b>REDWOOD ELECTRIC COOPERATIVE</b>			
E 201-42153-381		Utilities	\$60.75		JULY ELECTRIC SVC
E 100-42110-381		Utilities	\$60.75		JULY ELECTRIC SVC
E 100-45400-381		Utilities	\$147.57		JULY ELECTRIC SVC
E 211-45501-381		Utilities	\$147.57		JULY ELECTRIC SVC
E 100-43160-381		Utilities	\$1,278.00		JULY ELECTRIC SVC
E 601-49400-381		Utilities	\$1,601.15		JULY ELECTRIC SVC
E 602-49450-381		Utilities	\$128.10		JULY ELECTRIC SVC
E 100-45202-381		Utilities	\$959.04		JULY ELECTRIC SVC
E 100-43120-381		Utilities	\$22.97		JULY ELECTRIC SVC
E 100-45124-381		Utilities	\$1,298.44		JULY ELECTRIC SVC
E 100-42501-381		Utilities	\$66.00		JULY ELECTRIC SVC
E 100-42220-381		Utilities	\$113.89		JULY ELECTRIC SVC
E 100-41940-381		Utilities	\$113.88		JULY ELECTRIC SVC
		Total	\$5,998.11		
<b>1673 e</b>	09/12/25	<b>EFTPS</b>			
G 100-21701		Federal Withholding	\$1,177.67		PP19 9-12-25 PAYROLL DEDUCTION
G 100-21703		FICA Withholding	\$1,521.36		PP19 9-12-25 PAYROLL DEDUCTION
G 100-21704		Medicare Withholding	\$450.58		PP19 9-12-25 PAYROLL DEDUCTION
		Total	\$3,149.61		
<b>1674 e</b>	09/12/25	<b>PERA</b>			
G 100-21705		PERA Coord Withholding	\$1,599.96		PP19 9-12-25 PAYROLL DEDUCTION.
G 100-21706		PERA Police Withholding	\$964.42		PP19 9-12-25 PAYROLL DEDUCTION.
		Total	\$2,564.38		
<b>1675 e</b>	09/12/25	<b>MN DEPARTMENT OF REVENUE</b>			
G 100-21702		State Withholding	\$685.00		PP19 9-12-25 PAYROLL DEDUCTION
		Total	\$685.00		
<b>1676 e</b>	09/11/25	<b>MN DEPARTMENT OF REVENUE</b>			
G 601-21000		Sales Taxes Payable	\$201.58		9-2025 Sales Tax Payment
G 601-21001		Local Sales Tax Payable	\$14.75		9-2025 Sales Tax Payment
G 603-21000		Sales Taxes Payable	\$176.48		9-2025 Sales Tax Payment
E 100-45124-445		Licenses & Taxes	\$203.07		9-2025 Sales Tax Payment
E 100-42110-445		Licenses & Taxes	\$0.00		9-2025 Sales Tax Payment
E 100-42220-445		Licenses & Taxes	\$88.50		9-2025 Sales Tax Payment
E 100-41425-445		Licenses & Taxes	\$2.32		9-2025 Sales Tax Payment
E 100-45202-445		Licenses & Taxes	\$38.56		9-2025 Sales Tax Payment



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Check #	Check Date	Vendor Name	Amount	Invoice	Comment
E 100-45400-445		Licenses & Taxes	\$8.11		9-2025 Sales Tax Payment
E 100-43120-445		Licenses & Taxes	\$0.00		9-2025 Sales Tax Payment
E 211-45501-445		Licenses & Taxes	\$0.79		9-2025 Sales Tax Payment
E 603-49500-445		Licenses & Taxes	\$3.52		9-2025 Sales Tax Payment
E 601-49400-445		Licenses & Taxes	(\$1.83)		9-2025 Sales Tax Payment
E 601-49400-445		Licenses & Taxes	\$0.15		9-2025 Sales Tax Payment
Total			\$736.00		
<b>1677 e</b>	09/11/25	<b>REZPLOT SYSTEMS, LLC</b>			
E 100-45202-305		Other Contractual Service	\$100.00	82848	MONTHLY FEE
E 100-45202-305		Other Contractual Service	\$9.20	82848	MARKETPLACE BOOKING FEES
Total			\$109.20		
<b>1678 e</b>	09/11/25	<b>MN ENERGY RESOURCES CORP.</b>			
E 601-49400-381		Utilities	\$67.50		091125 UTILITY PAYMENT
E 100-43120-381		Utilities	\$22.50		091125 UTILITY PAYMENT
E 100-42220-381		Utilities	\$25.20		091125 UTILITY PAYMENT
E 100-41940-381		Utilities	\$25.19		091125 UTILITY PAYMENT
E 201-42153-381		Utilities	\$9.00		091125 UTILITY PAYMENT
E 100-42110-381		Utilities	\$9.00		091125 UTILITY PAYMENT
E 100-45400-381		Utilities	\$10.57		091125 UTILITY PAYMENT
E 211-45501-381		Utilities	\$10.57		091125 UTILITY PAYMENT
E 100-45124-381		Utilities	\$751.29		091125 UTILITY PAYMENT
Total			\$930.82		
<b>1679 e</b>	09/15/25	<b>FIRST SECURITY BANK</b>			
E 100-42110-210		Operating Supplies & Post	\$5.84		AUG 2025 - ACH BANK FEES
E 100-41425-210		Operating Supplies & Post	\$5.84		AUG 2025 - ACH BANK FEES
E 100-42220-210		Operating Supplies & Post	\$5.84		AUG 2025 - ACH BANK FEES
E 100-43120-210		Operating Supplies & Post	\$5.84		AUG 2025 - ACH BANK FEES
E 100-45124-210		Operating Supplies & Post	\$5.84		AUG 2025 - ACH BANK FEES
E 100-41110-210		Operating Supplies & Post	\$5.84		AUG 2025 - ACH BANK FEES
E 100-45400-210		Operating Supplies & Post	\$5.84		AUG 2025 - ACH BANK FEES
E 601-49400-210		Operating Supplies & Post	\$5.84		AUG 2025 - ACH BANK FEES
E 602-49450-210		Operating Supplies & Post	\$5.84		AUG 2025 - ACH BANK FEES
E 201-42153-210		Operating Supplies & Post	\$5.84		AUG 2025 - ACH BANK FEES
E 603-49500-210		Operating Supplies & Post	\$5.84		AUG 2025 - ACH BANK FEES
E 211-45501-210		Operating Supplies & Post	\$5.84		AUG 2025 - ACH BANK FEES
E 207-46501-210		Operating Supplies & Post	\$5.82		AUG 2025 - ACH BANK FEES
E 617-49710-210		Operating Supplies & Post	\$0.00		AUG 2025 - ACH BANK FEES
Total			\$75.90		
<b>1680 e</b>	09/17/25	<b>AFLAC</b>			
G 100-21712		AFLAC Withholding	\$492.60		AUGUST_ PREMIUM
Total			\$492.60		
<b>1681 e</b>	09/26/25	<b>EFTPS</b>			
G 100-21701		Federal Withholding	\$1,264.79		PP 20 9-26-2025 PAYROLL DEDUCTION
G 100-21703		FICA Withholding	\$1,559.60		PP 20 9-26-2025 PAYROLL DEDUCTION
G 100-21704		Medicare Withholding	\$476.92		PP 20 9-26-2025 PAYROLL DEDUCTION



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Check #	Check Date	Vendor Name	Amount	Invoice	Comment
Total			\$3,301.31		
<b>1682 e</b>	09/26/25	<b>PERA</b>			
G 100-21705		PERA Coord Withholding	\$1,669.27		PP 20 9-26-2025 PAYROLL DEDUCTION
G 100-21706		PERA Police Withholding	\$1,141.42		PP 20 9-26-2025 PAYROLL DEDUCTION
Total			\$2,810.69		
<b>1683 e</b>	09/26/25	<b>MN DEPARTMENT OF REVENUE</b>			
G 100-21702		State Withholding	\$735.00		PP 20 9-26-2025 PAYROLL DEDUCTION
Total			\$735.00		
<b>1684 e</b>	09/23/25	<b>CENTURYLINK</b>			
E 100-45124-210		Operating Supplies & Post	\$62.56		AUG 25 - PHONE & INTERNET SVCS
Total			\$62.56		
<b>1685 e</b>	09/23/25	<b>BLUE CROSS BLUE SHIELD</b>			
G 100-21713		Health Insurance Withhold	\$2,489.33		OCT 2025_BCBS
Total			\$2,489.33		
<b>1686 e</b>	09/22/25	<b>CARDMEMBER SERVICE</b>			
E 100-42110-210		Operating Supplies & Post	\$3.69		BILLS ADOBE
E 100-41425-210		Operating Supplies & Post	\$3.69		BILLS ADOBE
E 100-42220-210		Operating Supplies & Post	\$3.69		BILLS ADOBE
E 100-43120-210		Operating Supplies & Post	\$3.69		BILLS ADOBE
E 100-45124-210		Operating Supplies & Post	\$3.69		BILLS ADOBE
E 100-41110-210		Operating Supplies & Post	\$3.69		BILLS ADOBE
E 100-45400-210		Operating Supplies & Post	\$3.69		BILLS ADOBE
E 601-49400-210		Operating Supplies & Post	\$3.69		BILLS ADOBE
E 602-49450-210		Operating Supplies & Post	\$3.69		BILLS ADOBE
E 201-42153-210		Operating Supplies & Post	\$3.69		BILLS ADOBE
E 603-49500-210		Operating Supplies & Post	\$3.69		BILLS ADOBE
E 211-45501-210		Operating Supplies & Post	\$3.69		BILLS ADOBE
E 207-46501-210		Operating Supplies & Post	\$3.70		BILLS ADOBE
E 100-41940-381		Utilities	\$10.00		BILLS PREMIUM WATER CITY HALL
E 100-43120-381		Utilities	\$12.99		BILLS PREMIUM WATER SHOP
E 100-43120-210		Operating Supplies & Post	\$560.50		STUMP GRINDER TEETH
E 100-45202-210		Operating Supplies & Post	\$520.08		TURF DONATED BY LIONS FOR GAGA BALL PIT
E 100-45202-211		Motor Fuel & Lubricants	\$69.57		FUEL PARKS
E 100-45124-210		Operating Supplies & Post	\$24.95		SCHEDULING POOL AUG
E 100-45124-250		Merchandise for Resale	\$44.00		DG POOL RESALE
E 100-45124-250		Merchandise for Resale	\$153.10		DG POOL RESALE
E 100-42110-210		Operating Supplies & Post	\$15.92		MAYNARDS POLICE SUPPLY
E 201-42153-210		Operating Supplies & Post	\$10.25		DG AMBU SUPPLY
E 201-42153-210		Operating Supplies & Post	\$23.78		AMAZON AMBU SUPPLY
Total			\$1,493.12		
<b>1687 e</b>	09/24/25	<b>CITY OF LAMBERTON</b>			
E 201-42153-381		Utilities	\$34.65		09242025 Utility Bill
E 100-42110-381		Utilities	\$34.66		09242025 Utility Bill
E 100-45400-381		Utilities	\$44.35		09242025 Utility Bill



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E 211-45501-381		Utilities	\$44.34		09242025 Utility Bill
E 100-45124-381		Utilities	\$266.95		09242025 Utility Bill
E 100-42220-381		Utilities	\$23.28		09242025 Utility Bill
E 100-41940-381		Utilities	\$23.27		09242025 Utility Bill
Total			\$471.50		
<b>1688 e</b>	09/26/25	<b>VERIZON WIRELESS</b>			
E 100-42110-210		Operating Supplies & Post	\$40.01		AUG 2025- WIRELESS SVC
E 201-42153-210		Operating Supplies & Post	\$40.01		AUG 2025- WIRELESS SVC
E 100-43120-210		Operating Supplies & Post	\$38.40		AUG 2025- WIRELESS SVC
E 601-49400-210		Operating Supplies & Post	\$38.40		AUG 2025- WIRELESS SVC
E 100-42110-210		Operating Supplies & Post	\$38.40		AUG 2025- WIRELESS SVC
Total			\$195.22		
<b>1690 e</b>	09/25/25	<b>FIRST SECURITY BANK</b>			
E 100-42110-210		Operating Supplies & Post	\$4.84		BANK DEPOSIT TICKETS
E 100-41425-210		Operating Supplies & Post	\$4.84		BANK DEPOSIT TICKETS
E 100-42220-210		Operating Supplies & Post	\$4.84		BANK DEPOSIT TICKETS
E 100-43120-210		Operating Supplies & Post	\$4.84		BANK DEPOSIT TICKETS
E 100-45124-210		Operating Supplies & Post	\$4.84		BANK DEPOSIT TICKETS
E 100-41110-210		Operating Supplies & Post	\$4.84		BANK DEPOSIT TICKETS
E 100-45400-210		Operating Supplies & Post	\$4.84		BANK DEPOSIT TICKETS
E 601-49400-210		Operating Supplies & Post	\$4.84		BANK DEPOSIT TICKETS
E 602-49450-210		Operating Supplies & Post	\$4.84		BANK DEPOSIT TICKETS
E 201-42153-210		Operating Supplies & Post	\$4.84		BANK DEPOSIT TICKETS
E 603-49500-210		Operating Supplies & Post	\$4.84		BANK DEPOSIT TICKETS
E 211-45501-210		Operating Supplies & Post	\$4.84		BANK DEPOSIT TICKETS
E 207-46501-210		Operating Supplies & Post	\$4.82		BANK DEPOSIT TICKETS
E 617-49710-210		Operating Supplies & Post	\$0.00		BANK DEPOSIT TICKETS
Total			\$62.90		
<b>1691 e</b>	10/03/25	<b>FIRST DATA MERCHANT SVCS LLC</b>			
E 100-45202-305		Other Contractual Service	\$2.00		FEES CAMSPOT CC
E 100-45202-305		Other Contractual Service	\$49.91		SERVICE CHARGE CAMSPOT CC
Total			\$51.91		
<b>1692 e</b>	10/03/25	<b>REDWOOD ELECTRIC COOPERATIVE</b>			
E 201-42153-381		Utilities	\$52.33		SEPT 2025 ELECTRIC SVC
E 100-42110-381		Utilities	\$52.33		SEPT 2025 ELECTRIC SVC
E 100-45400-381		Utilities	\$132.31		SEPT 2025 ELECTRIC SVC
E 211-45501-381		Utilities	\$132.30		SEPT 2025 ELECTRIC SVC
E 100-43160-381		Utilities	\$1,278.00		SEPT 2025 ELECTRIC SVC
E 601-49400-381		Utilities	\$1,643.37		SEPT 2025 ELECTRIC SVC
E 602-49450-381		Utilities	\$127.12		SEPT 2025 ELECTRIC SVC
E 100-45202-381		Utilities	\$478.00		SEPT 2025 ELECTRIC SVC
E 100-43120-381		Utilities	\$22.85		SEPT 2025 ELECTRIC SVC
E 100-45124-381		Utilities	\$1,304.41		SEPT 2025 ELECTRIC SVC
E 100-42501-381		Utilities	\$66.00		SEPT 2025 ELECTRIC SVC
E 100-42220-381		Utilities	\$97.33		SEPT 2025 ELECTRIC SVC
E 100-41940-381		Utilities	\$97.33		SEPT 2025 ELECTRIC SVC



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Total			\$5,483.68		
<b>1693 e</b>	10/10/25	<b>EFTPS</b>			
G 100-21701		Federal Withholding	\$1,224.71		PP 21 - PAYROLL DEDUCTION
G 100-21703		FICA Withholding	\$1,581.46		PP 21 - PAYROLL DEDUCTION
G 100-21704		Medicare Withholding	\$464.64		PP 21 - PAYROLL DEDUCTION
Total			\$3,270.81		
<b>1694 e</b>	10/10/25	<b>PERA</b>			
G 100-21705		PERA Coord Withholding	\$1,654.99		PP 21 PAYROLL DEDUCTION
G 100-21706		PERA Police Withholding	\$964.42		PP 21 PAYROLL DEDUCTION
Total			\$2,619.41		
<b>1695 e</b>	10/10/25	<b>MN DEPARTMENT OF REVENUE</b>			
G 100-21702		State Withholding	\$715.00		PP 21 - PAYROLL DEDUCTION
Total			\$715.00		
<b>1696 e</b>	10/06/25	<b>MN DEPARTMENT OF REVENUE</b>			
G 601-21000		Sales Taxes Payable	\$235.97		9-2025 Sales Tax Payment
G 601-21001		Local Sales Tax Payable	\$17.14		9-2025 Sales Tax Payment
G 603-21000		Sales Taxes Payable	\$175.09		9-2025 Sales Tax Payment
E 100-45124-445		Licenses & Taxes	\$0.89		9-2025 Sales Tax Payment
E 100-42110-445		Licenses & Taxes	\$0.00		9-2025 Sales Tax Payment
E 100-42220-445		Licenses & Taxes	\$0.00		9-2025 Sales Tax Payment
E 100-41425-445		Licenses & Taxes	\$2.04		9-2025 Sales Tax Payment
E 100-45202-445		Licenses & Taxes	\$122.31		9-2025 Sales Tax Payment
E 100-45400-445		Licenses & Taxes	\$22.13		9-2025 Sales Tax Payment
E 100-43120-445		Licenses & Taxes	\$30.32		9-2025 Sales Tax Payment
E 211-45501-445		Licenses & Taxes	\$1.16		9-2025 Sales Tax Payment
E 603-49500-445		Licenses & Taxes	\$9.21		9-2025 Sales Tax Payment
E 601-49400-445		Licenses & Taxes	\$3.19		9-2025 Sales Tax Payment
E 601-49400-445		Licenses & Taxes	(\$0.45)		9-2025 Sales Tax Payment
Total			\$619.00		
<b>1697 e</b>	10/07/25	<b>USABLE LIFE</b>			
G 100-21713		Health Insurance Withhold	\$48.30		100125_ ECHECK
Total			\$48.30		
<b>10100</b>			\$39,247.92		



CITY OF LAMBERTON

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**\*Check Detail Register©**

2025 (September, October)

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
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**Fund Summary**

**10100 Checking**

100 General Fund	\$34,153.79
201 Ambulance	\$245.14
207 EDA	\$14.34
211 Library	\$351.10
601 Water	\$3,835.29
602 Sewer	\$269.59
603 Garbage Collection	\$378.67
617 Storm Sewer	\$0.00
	<hr/>
	\$39,247.92

\_\_\_\_\_  
Valerie Halter, Clerk

\_\_\_\_\_  
Date

\_\_\_\_\_  
Lydell Sik, Mayor

\_\_\_\_\_  
Date



## CITY OF LAMBERTON

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## Paid Register

Check Number	Employee Number	Employee Name	Pay Period	Pay Group Description	Check Amount	Check Date	Status
0502945	000000007		19	Biweekly	\$2,359.80	9/12/2025	Outstanding
0502946	000000008		19	Biweekly	\$1,383.93	9/12/2025	Outstanding
0502948	000000012		19	Biweekly	\$1,364.21	9/12/2025	Outstanding
0502947	000000010		19	Biweekly	\$361.06	9/12/2025	Outstanding
0502950	000000027		19	Biweekly	\$81.45	9/12/2025	Outstanding
0502952	000000404		19	Biweekly	\$93.78	9/12/2025	Outstanding
0502949	000000013		19	Biweekly	\$1,265.67	9/12/2025	Outstanding
0502944	000000004		19	Biweekly	\$2,200.22	9/12/2025	Outstanding
0502943	000000003		19	Biweekly	\$48.39	9/12/2025	Outstanding
0502951	000000029		19	Biweekly	\$2,285.47	9/12/2025	Outstanding
0502955	000000007		20	Biweekly	\$2,359.80	9/26/2025	Outstanding
0502956	000000008		20	Biweekly	\$1,379.00	9/26/2025	Outstanding
0502960	000000025		20	Biweekly	\$472.23	9/26/2025	Outstanding
0502958	000000012		20	Biweekly	\$1,606.33	9/26/2025	Outstanding
0502957	000000010		20	Biweekly	\$372.75	9/26/2025	Outstanding
0502959	000000013		20	Biweekly	\$1,352.90	9/26/2025	Outstanding
0502954	000000004		20	Biweekly	\$2,200.22	9/26/2025	Outstanding
0502953	000000003		20	Biweekly	\$51.42	9/26/2025	Outstanding
0502961	000000029		20	Biweekly	\$2,285.47	9/26/2025	Outstanding
					\$23,524.10		

# Redwood County, MN

## Parcel Summary

Parcel ID	83-999-0060
Property Address	
Sec/Twp/Rng	99-109-37
Lot/Block	N/A
Plat	
Brief Tax Description	PERSONAL PROPERTY (Note: Not to be used on legal documents)
Deeded Acres	0.00
CER	N/A
Class	SYST OF GAS UTILITIES
Homestead	NON HOMESTEAD
Twp/City	LAMBERTON
School District	Red Rock Central

## Owner Information

Taxpayer  
[Minnesota Energy Resources Corporation](#)  
231 W Michigan St  
Attn Tax Department P-377  
Milwaukee WI 53203

## Current Valuation

	Market	Taxable
Land	\$0	\$0
Building	\$218,800	\$218,800
Machine	\$107,900	\$107,900
Exemptions		
Exclusions		\$0
Total Value	\$326,700	\$326,700

## Valuation Taxation

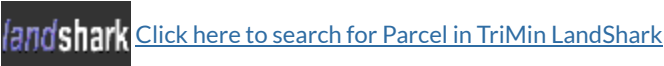
Year	Est Market Value	TC Value	TC Rate	Credits	Abatements	Special Asmts	Net Tax
Payable 2025	\$423,900	7,728	215.40600	0.00	0.00	0.00	\$19,076
Payable 2024	\$386,000	6,970	205.87400	0.00	-4186.00	0.00	\$12,244
Payable 2023	\$430,100	7,852	234.09400	0.00	0.00	0.00	\$21,078
Payable 2022	\$355,800	6,366	257.49600	0.00	0.00	0.00	\$18,914
Payable 2021	\$435,500	7,960	230.43100	0.00	0.00	0.00	\$21,436

## Current Year Taxes

### Taxes Paid

Batch Date	Paid By	Validation #	Total Amount
5/12/2025	MINNESOTA ENERGY RESOURCES	48	\$19,076.00

## TriMin LandShark



No data available for the following modules: Land Information, Building Information, Other Improvements, Sales Information.

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**CITY OF LAMBERTON**

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**\*Revenue Guideline**

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Current Period: October 2025

Account Descr	2025 YTD Budget	October 2025 Amt	2025 YTD Amt	YTD Balance	% of YTD Budget
FUND 100 General Fund					
R 100-31001 General Property Taxes	\$327,000.00	\$0.00	\$263,102.04	\$63,897.96	80.46%
R 100-31952 Penalty & Int Spec Asse	\$500.00	\$0.00	\$2,104.59	-\$1,604.59	420.92%
R 100-32101 Business Licenses & Pe	\$2,000.00	\$0.00	\$0.00	\$2,000.00	0.00%
R 100-32210 Building/Zoning Permits	\$750.00	\$0.00	\$480.00	\$270.00	64.00%
R 100-32240 Animal Licenses	\$750.00	\$0.00	\$720.00	\$30.00	96.00%
R 100-32260 ATV Permits	\$550.00	\$0.00	\$525.00	\$25.00	95.45%
R 100-32280 Cash Long/Short	\$0.00	\$0.00	\$88.38	-\$88.38	0.00%
R 100-33101 Federal Grants and Aid	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
R 100-33401 Local Government Aid	\$334,810.00	\$0.00	\$145,679.96	\$189,130.04	43.51%
R 100-33416 Police Training Reimbur	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
R 100-33418 Street State Aid	\$23,505.00	\$0.00	\$0.00	\$23,505.00	0.00%
R 100-33440 State Grants	\$0.00	\$0.00	\$55,506.40	-\$55,506.40	0.00%
R 100-33450 State Aid-Other (Trainin	\$5,000.00	\$0.00	\$0.00	\$5,000.00	0.00%
R 100-33470 Fire State Aid	\$25,000.00	\$0.00	\$28,957.57	-\$3,957.57	115.83%
R 100-33480 Police State Aid	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
R 100-33620 Other County Grants an	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
R 100-33640 Grants from Private Fou	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
R 100-34101 Community Center/Hall	\$2,000.00	\$0.00	\$1,450.00	\$550.00	72.50%
R 100-34108 Administration Charges	\$1,500.00	\$3.57	\$573.12	\$926.88	38.21%
R 100-34201 Special Police Services	\$200.00	\$0.00	\$156.00	\$44.00	78.00%
R 100-34202 Special Fire Protection	\$7,500.00	\$1,200.00	\$12,000.00	-\$4,500.00	160.00%
R 100-34207 Fire Contracts	\$35,175.00	\$0.00	\$35,175.00	\$0.00	100.00%
R 100-34405 Mowing/Str Servicces	\$1,500.00	\$0.00	\$1,395.95	\$104.05	93.06%
R 100-34503 Clinic Rent	\$8,400.00	\$0.00	\$6,650.00	\$1,750.00	79.17%
R 100-34720 Swimming Pool Fees	\$16,000.00	\$0.00	\$15,757.00	\$243.00	98.48%
R 100-34725 Swimming Pool Lesson	\$8,000.00	\$0.00	\$9,561.50	-\$1,561.50	119.52%
R 100-34740 Concessions	\$4,800.00	\$0.00	\$6,423.00	-\$1,623.00	133.81%
R 100-34780 Camping & Park Reserv	\$18,000.00	\$94.00	\$14,278.74	\$3,721.26	79.33%
R 100-35101 Court Fines	\$500.00	\$0.00	\$734.89	-\$234.89	146.98%
R 100-35102 Parking Tickets/Admin	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
R 100-36200 MISCELLANEOUS RE	\$0.00	\$50.00	\$1,417.89	-\$1,417.89	0.00%
R 100-36210 Bank Interest	\$3,500.00	\$0.00	\$24,002.46	-\$20,502.46	685.78%
R 100-36230 Donations/Contributions	\$20,000.00	\$0.00	\$10,000.00	\$10,000.00	50.00%
R 100-36240 Refunds & Reimburse	\$10,000.00	\$0.00	\$8,747.25	\$1,252.75	87.47%
R 100-36250 Sale of scrap material	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
R 100-39100 Sale of Assets	\$0.00	\$0.00	\$1.00	-\$1.00	0.00%
R 100-39201 Transfer From Governm	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
R 100-39990 Sale of Investments	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
FUND 100 General Fund	\$856,940.00	\$1,347.57	\$645,487.74	\$211,452.26	75.32%
FUND 201 Ambulance					
R 201-33450 State Aid-Other (Trainin	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
R 201-34205 Ambulance Revenues	\$66,000.00	\$3,328.33	\$101,785.64	-\$35,785.64	154.22%
R 201-34208 Ambulance Contracts	\$31,000.00	\$0.00	\$13,675.00	\$17,325.00	44.11%
R 201-36210 Bank Interest	\$20.00	\$0.00	\$83.33	-\$63.33	416.65%
R 201-36230 Donations/Contributions	\$10,000.00	\$0.00	\$2,100.00	\$7,900.00	21.00%
R 201-36240 Refunds & Reimburse	\$0.00	\$0.00	\$23.55	-\$23.55	0.00%
R 201-39201 Transfer From Governm	\$0.00	\$0.00	\$0.00	\$0.00	0.00%



# CITY OF LAMBERTON

## \*Revenue Guideline

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Current Period: October 2025

Account Descr	2025 YTD Budget	October 2025 Amt	2025 YTD Amt	YTD Balance	% of YTD Budget
FUND 201 Ambulance	\$107,020.00	\$3,328.33	\$117,667.52	-\$10,647.52	109.95%
FUND 207 EDA					
R 207-34102 EDA Land Rent	\$12,500.00	\$0.00	\$0.00	\$12,500.00	0.00%
R 207-36210 Bank Interest	\$1,500.00	\$0.00	\$1,604.33	-\$104.33	106.96%
R 207-36241 Temporary Loans Repai	\$4,700.00	\$0.00	\$4,345.20	\$354.80	92.45%
R 207-36242 Temporary Loans Repai	\$1,000.00	\$0.00	\$0.00	\$1,000.00	0.00%
R 207-39201 Transfer From Governm	\$41,000.00	\$0.00	\$0.00	\$41,000.00	0.00%
R 207-39990 Sale of Investments	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
FUND 207 EDA	\$60,700.00	\$0.00	\$5,949.53	\$54,750.47	9.80%
FUND 211 Library					
R 211-31001 General Property Taxes	\$65,000.00	\$0.00	\$0.00	\$65,000.00	0.00%
R 211-32280 Cash Long/Short	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
R 211-33620 Other County Grants an	\$14,000.00	\$0.00	\$4,744.27	\$9,255.73	33.89%
R 211-34760 Library Use Fees (Not F	\$300.00	\$0.00	\$182.25	\$117.75	60.75%
R 211-35103 Library Fines	\$150.00	\$0.00	\$193.80	-\$43.80	129.20%
R 211-36210 Bank Interest	\$600.00	\$0.00	\$0.86	\$599.14	0.14%
R 211-36230 Donations/Contributions	\$3,000.00	\$0.00	\$3,525.00	-\$525.00	117.50%
R 211-36240 Refunds & Reimbursem	\$2,000.00	\$0.00	\$325.00	\$1,675.00	16.25%
FUND 211 Library	\$85,050.00	\$0.00	\$8,971.18	\$76,078.82	10.55%
FUND 308 2019B GO Refunding Bond					
R 308-31001 General Property Taxes	\$20,000.00	\$0.00	\$9,101.84	\$10,898.16	45.51%
R 308-31951 Principal on Spec Asses	\$0.00	\$0.00	\$1,927.14	-\$1,927.14	0.00%
R 308-31952 Penalty & Int Spec Asse	\$110,000.00	\$0.00	\$242.74	\$109,757.26	0.22%
R 308-36210 Bank Interest	\$7,800.00	\$0.00	\$13.58	\$7,786.42	0.17%
R 308-39202 Transfer From Enterpris	\$7,600.00	\$0.00	\$0.00	\$7,600.00	0.00%
R 308-39990 Sale of Investments	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
FUND 308 2019B GO Refunding Bond	\$145,400.00	\$0.00	\$11,285.30	\$134,114.70	7.76%
FUND 309 2021A Refunding Bond-was 2013B					
R 309-31001 General Property Taxes	\$90,000.00	\$0.00	\$51,186.28	\$38,813.72	56.87%
R 309-31951 Principal on Spec Asses	\$17,000.00	\$0.00	\$4,669.35	\$12,330.65	27.47%
R 309-31952 Penalty & Int Spec Asse	\$500.00	\$0.00	\$2,004.24	-\$1,504.24	400.85%
R 309-36210 Bank Interest	\$5,000.00	\$0.00	\$5,963.70	-\$963.70	119.27%
R 309-39301 Bond Proceeds	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
R 309-39320 Premiums on bonds sol	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
R 309-39990 Sale of Investments	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
FUND 309 2021A Refunding Bond-was 201	\$112,500.00	\$0.00	\$63,823.57	\$48,676.43	56.73%
FUND 310 2019A GO Imp					
R 310-31001 General Property Taxes	\$270,000.00	\$0.00	\$153,566.79	\$116,433.21	56.88%
R 310-31951 Principal on Spec Asses	\$6,000.00	\$0.00	\$17,145.46	-\$11,145.46	285.76%
R 310-31952 Penalty & Int Spec Asse	\$30,000.00	\$0.00	\$18,848.34	\$11,151.66	62.83%
R 310-36210 Bank Interest	\$10,000.00	\$0.00	\$13,355.76	-\$3,355.76	133.56%
FUND 310 2019A GO Imp	\$316,000.00	\$0.00	\$202,916.35	\$113,083.65	64.21%

**CITY OF LAMBERTON****\*Revenue Guideline**

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Current Period: October 2025

Account Descr	2025 YTD Budget	October 2025 Amt	2025 YTD Amt	YTD Balance	% of YTD Budget
FUND 400 CIP/Perm Imp Fund (Gen)					
R 400-36210 Bank Interest	\$10,000.00	\$0.00	\$11,007.72	-\$1,007.72	110.08%
R 400-39203 Transfer In	\$70,000.00	\$0.00	\$0.00	\$70,000.00	0.00%
FUND 400 CIP/Perm Imp Fund (Gen)	\$80,000.00	\$0.00	\$11,007.72	\$68,992.28	13.76%
FUND 401 CIP/Perm Imp Enterprise Res					
R 401-36210 Bank Interest	\$7,000.00	\$0.00	\$7,563.98	-\$563.98	108.06%
R 401-39203 Transfer In	\$60,000.00	\$0.00	\$0.00	\$60,000.00	0.00%
FUND 401 CIP/Perm Imp Enterprise Res	\$67,000.00	\$0.00	\$7,563.98	\$59,436.02	11.29%
FUND 410 2019/20 Imp Const in Progress					
R 410-36210 Bank Interest	\$15,000.00	\$0.00	\$4,016.82	\$10,983.18	26.78%
R 410-36240 Refunds & Reimbursem	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
R 410-39203 Transfer In	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
R 410-39301 Bond Proceeds	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
R 410-39320 Premiums on bonds sol	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
R 410-39990 Sale of Investments	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
FUND 410 2019/20 Imp Const in Progress	\$15,000.00	\$0.00	\$4,016.82	\$10,983.18	26.78%
FUND 601 Water					
R 601-31951 Principal on Spec Asses	\$11,000.00	\$0.00	\$0.00	\$11,000.00	0.00%
R 601-31952 Penalty & Int Spec Asse	\$150.00	\$0.00	\$0.00	\$150.00	0.00%
R 601-33101 Federal Grants and Aid	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
R 601-33439 PERA Pension Revenu	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
R 601-36210 Bank Interest	\$2,000.00	\$0.00	\$47.05	\$1,952.95	2.35%
R 601-36240 Refunds & Reimbursem	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
R 601-37101 Water	\$225,000.00	\$1,326.88	\$145,559.01	\$79,440.99	64.69%
R 601-37150 Connection Fees	\$1,000.00	\$0.00	\$158.56	\$841.44	15.86%
R 601-37160 Penalties and Interest-w	\$2,500.00	\$46.74	\$3,509.47	-\$1,009.47	140.38%
R 601-39201 Transfer From Governm	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
R 601-39700 Capital Contributions	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
R 601-39999 Prior Period Adjustment	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
FUND 601 Water	\$241,650.00	\$1,373.62	\$149,274.09	\$92,375.91	61.77%
FUND 602 Sewer					
R 602-31951 Principal on Spec Asses	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
R 602-31952 Penalty & Int Spec Asse	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
R 602-33439 PERA Pension Revenu	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
R 602-36210 Bank Interest	\$150.00	\$0.00	\$65.68	\$84.32	43.79%
R 602-37150 Connection Fees	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
R 602-37160 Penalties and Interest-w	\$2,750.00	\$41.67	\$3,562.90	-\$812.90	129.56%
R 602-37201 Sewer	\$205,000.00	\$1,405.55	\$147,324.30	\$57,675.70	71.87%
R 602-39700 Capital Contributions	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
R 602-39999 Prior Period Adjustment	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
FUND 602 Sewer	\$207,900.00	\$1,447.22	\$150,952.88	\$56,947.12	72.61%
FUND 603 Garbage Collection					
R 603-33439 PERA Pension Revenu	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
R 603-36210 Bank Interest	\$50.00	\$0.00	\$19.00	\$31.00	38.00%



**CITY OF LAMBERTON**  
**\*Revenue Guideline**

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Current Period: October 2025

Account Descr	2025 YTD Budget	October 2025 Amt	2025 YTD Amt	YTD Balance	% of YTD Budget
R 603-37160 Penalties and Interest-w	\$500.00	\$5.31	\$492.66	\$7.34	98.53%
R 603-37301 Garbage	\$24,000.00	\$197.22	\$16,291.83	\$7,708.17	67.88%
R 603-39999 Prior Period Adjustment	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
FUND 603 Garbage Collection	\$24,550.00	\$202.53	\$16,803.49	\$7,746.51	68.45%
FUND 617 Storm Sewer					
R 617-36210 Bank Interest	\$75.00	\$0.00	\$80.05	-\$5.05	106.73%
R 617-37160 Penalties and Interest-w	\$1,200.00	\$17.87	\$1,763.81	-\$563.81	146.98%
R 617-38001 Storm Sewer	\$95,000.00	\$725.01	\$69,464.60	\$25,535.40	73.12%
R 617-39700 Capital Contributions	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
FUND 617 Storm Sewer	\$96,275.00	\$742.88	\$71,308.46	\$24,966.54	74.07%
FUND 700 ARPA					
R 700-33101 Federal Grants and Aid	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
R 700-36200 MISCELLANEOUS RE	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
R 700-36210 Bank Interest	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
FUND 700 ARPA	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
FUND 800 Small Cities Development Grant					
R 800-33440 State Grants	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
R 800-36210 Bank Interest	\$25.00	\$0.00	\$2.49	\$22.51	9.96%
R 800-36240 Refunds & Reimburse	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
R 800-36241 Temporary Loans Repai	\$2,200.00	\$0.00	\$2,125.97	\$74.03	96.64%
R 800-36242 Temporary Loans Repai	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
FUND 800 Small Cities Development Grant	\$2,225.00	\$0.00	\$2,128.46	\$96.54	95.66%
	\$2,418,210.00	\$8,442.15	\$1,469,157.09	\$949,052.91	60.75%

FILTER: None



**CITY OF LAMBERTON**  
**\*Expenditure Guideline**

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Current Period: October 2025

Account Descr	2025 YTD Budget	October 2025 Amt	2025 YTD Amt	Enc Current	2025 YTD Balance	% of YTD Budget
FUND 100 General Fund						
E 100-41110-103 PT Wages	\$11,000.00	\$0.00	\$120.00	\$0.00	\$10,880.00	1.09%
E 100-41110-122 Employer FICA Co	\$650.00	\$0.00	\$7.44	\$0.00	\$642.56	1.14%
E 100-41110-126 Employer Medicare	\$150.00	\$0.00	\$1.74	\$0.00	\$148.26	1.16%
E 100-41110-151 Workers Comp Ins	\$100.00	\$0.00	\$82.96	\$0.00	\$17.04	82.96%
E 100-41110-210 Operating Supplies	\$2,000.00	\$25.97	\$1,948.51	\$0.00	\$51.49	97.43%
E 100-41110-315 Travel Conference	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
E 100-41425-101 FT Wages	\$52,000.00	\$2,207.78	\$45,714.16	\$0.00	\$6,285.84	87.91%
E 100-41425-103 PT Wages	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
E 100-41425-121 Employer PERA Co	\$3,500.00	\$140.92	\$2,912.73	\$0.00	\$587.27	83.22%
E 100-41425-122 Employer FICA Co	\$3,400.00	\$134.80	\$2,790.35	\$0.00	\$609.65	82.07%
E 100-41425-126 Employer Medicare	\$750.00	\$31.53	\$652.52	\$0.00	\$97.48	87.00%
E 100-41425-130 Employer Paid Life	\$350.00	\$0.00	\$262.51	\$0.00	\$87.49	75.00%
E 100-41425-131 Employer Paid Heal	\$8,600.00	\$0.00	\$0.00	\$0.00	\$8,600.00	0.00%
E 100-41425-151 Workers Comp Ins	\$250.00	\$0.00	\$125.83	\$0.00	\$124.17	50.33%
E 100-41425-180 Health Savings Acc	\$1,050.00	\$0.00	\$525.00	\$0.00	\$525.00	50.00%
E 100-41425-210 Operating Supplies	\$5,000.00	\$29.93	\$1,663.01	\$0.00	\$3,336.99	33.26%
E 100-41425-315 Travel Conference	\$2,500.00	\$0.00	\$2,046.13	\$0.00	\$453.87	81.85%
E 100-41425-445 Licenses & Taxes	\$250.00	\$2.04	\$74.59	\$0.00	\$175.41	29.84%
E 100-41425-750 Transfer Out	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
E 100-41450-340 Printing Publishing	\$1,500.00	\$0.00	\$2,318.50	\$0.00	-\$818.50	154.57%
E 100-41530-305 Other Contractual S	\$25,000.00	\$0.00	\$22,200.50	\$0.00	\$2,799.50	88.80%
E 100-41610-305 Other Contractual S	\$6,500.00	\$0.00	\$852.00	\$0.00	\$5,648.00	13.11%
E 100-41700-305 Other Contractual S	\$25,000.00	\$2,785.00	\$17,547.68	\$0.00	\$7,452.32	70.19%
E 100-41940-103 PT Wages	\$3,000.00	\$15.59	\$456.13	\$0.00	\$2,543.87	15.20%
E 100-41940-121 Employer PERA Co	\$250.00	\$0.00	\$0.00	\$0.00	\$250.00	0.00%
E 100-41940-122 Employer FICA Co	\$100.00	\$0.97	\$28.28	\$0.00	\$71.72	28.28%
E 100-41940-126 Employer Medicare	\$0.00	\$0.22	\$6.60	\$0.00	-\$6.60	0.00%
E 100-41940-151 Workers Comp Ins	\$150.00	\$0.00	\$53.15	\$0.00	\$96.85	35.43%
E 100-41940-210 Operating Supplies	\$500.00	\$0.00	\$150.44	\$0.00	\$349.56	30.09%
E 100-41940-361 Insurance: General	\$1,500.00	\$0.00	\$0.00	\$0.00	\$1,500.00	0.00%
E 100-41940-381 Utilities	\$3,000.00	\$97.33	\$2,464.48	\$0.00	\$535.52	82.15%
E 100-41940-445 Licenses & Taxes	\$50.00	\$0.00	\$0.00	\$0.00	\$50.00	0.00%
E 100-41940-750 Transfer Out	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
E 100-41950-305 Other Contractual S	\$7,000.00	\$0.00	\$6,871.00	\$0.00	\$129.00	98.16%
E 100-41960-103 PT Wages	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
E 100-41960-122 Employer FICA Co	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
E 100-41960-126 Employer Medicare	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
E 100-41960-210 Operating Supplies	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
E 100-41960-315 Travel Conference	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
E 100-41960-340 Printing Publishing	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
E 100-42110-101 FT Wages	\$0.00	\$3,269.23	\$26,579.39	\$0.00	-\$26,579.39	0.00%
E 100-42110-103 PT Wages	\$100,000.00	\$0.00	\$26,475.58	\$0.00	\$73,524.42	26.48%
E 100-42110-112 Clothing Allowance	\$1,000.00	\$0.00	\$1,385.94	\$0.00	-\$385.94	138.59%
E 100-42110-121 Employer PERA Co	\$17,700.00	\$578.65	\$9,348.08	\$0.00	\$8,351.92	52.81%
E 100-42110-122 Employer FICA Co	\$3,500.00	\$0.00	\$0.00	\$0.00	\$3,500.00	0.00%
E 100-42110-126 Employer Medicare	\$7,800.00	\$47.40	\$754.33	\$0.00	\$7,045.67	9.67%
E 100-42110-130 Employer Paid Life	\$0.00	\$0.00	\$117.57	\$0.00	-\$117.57	0.00%
E 100-42110-131 Employer Paid Heal	\$0.00	\$0.00	\$609.46	\$0.00	-\$609.46	0.00%
E 100-42110-151 Workers Comp Ins	\$4,200.00	\$0.00	\$3,882.11	\$0.00	\$317.89	92.43%
E 100-42110-210 Operating Supplies	\$5,000.00	\$236.94	\$2,447.22	\$0.00	\$2,552.78	48.94%





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Account Descr	2025 YTD Budget	October 2025 Amt	2025 YTD Amt	Enc Current	2025 YTD Balance	% of YTD Budget
E 100-42110-211 Motor Fuel & Lubric	\$2,500.00	\$279.03	\$1,079.90	\$0.00	\$1,420.10	43.20%
E 100-42110-305 Other Contractual S	\$12,000.00	\$0.00	\$3,402.47	\$0.00	\$8,597.53	28.35%
E 100-42110-315 Travel Conference	\$1,500.00	\$0.00	\$0.00	\$0.00	\$1,500.00	0.00%
E 100-42110-361 Insurance: General	\$4,800.00	\$0.00	\$0.00	\$0.00	\$4,800.00	0.00%
E 100-42110-381 Utilities	\$1,500.00	\$52.33	\$1,173.15	\$0.00	\$326.85	78.21%
E 100-42110-401 Rep & Maint-Bldg	\$2,000.00	\$0.00	\$0.00	\$0.00	\$2,000.00	0.00%
E 100-42110-404 Rep & Maint-Equip	\$2,000.00	\$0.00	\$211.10	\$0.00	\$1,788.90	10.56%
E 100-42110-445 Licenses & Taxes	\$50.00	\$0.00	\$124.00	\$0.00	-\$74.00	248.00%
E 100-42110-510 Equip & Improveme	\$5,000.00	\$0.00	\$0.00	\$0.00	\$5,000.00	0.00%
E 100-42110-750 Transfer Out	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
E 100-42220-103 PT Wages	\$23,000.00	\$0.00	\$0.00	\$0.00	\$23,000.00	0.00%
E 100-42220-122 Employer FICA Co	\$1,500.00	\$0.00	\$0.00	\$0.00	\$1,500.00	0.00%
E 100-42220-124 State Cont for Fire	\$19,000.00	\$28,957.57	\$55,166.72	\$0.00	-\$36,166.72	290.35%
E 100-42220-125 City Contribution Fir	\$2,000.00	\$0.00	\$2,000.00	\$0.00	\$0.00	100.00%
E 100-42220-126 Employer Medicare	\$350.00	\$0.00	\$0.00	\$0.00	\$350.00	0.00%
E 100-42220-151 Workers Comp Ins	\$2,750.00	\$0.00	\$2,320.56	\$0.00	\$429.44	84.38%
E 100-42220-210 Operating Supplies	\$10,000.00	\$2.72	\$11,627.05	\$0.00	-\$1,627.05	116.27%
E 100-42220-211 Motor Fuel & Lubric	\$1,750.00	\$0.00	\$609.39	\$0.00	\$1,140.61	34.82%
E 100-42220-305 Other Contractual S	\$3,000.00	\$0.00	\$781.53	\$0.00	\$2,218.47	26.05%
E 100-42220-315 Travel Conference	\$4,000.00	\$0.00	\$1,920.00	\$0.00	\$2,080.00	48.00%
E 100-42220-361 Insurance: General	\$4,000.00	\$0.00	\$0.00	\$0.00	\$4,000.00	0.00%
E 100-42220-381 Utilities	\$3,000.00	\$97.33	\$2,336.71	\$0.00	\$663.29	77.89%
E 100-42220-401 Rep & Maint-Bldg	\$1,000.00	\$0.00	\$0.00	\$0.00	\$1,000.00	0.00%
E 100-42220-404 Rep & Maint-Equip	\$2,500.00	\$0.00	\$2,830.17	\$0.00	-\$330.17	113.21%
E 100-42220-445 Licenses & Taxes	\$250.00	\$0.00	\$965.85	\$0.00	-\$715.85	386.34%
E 100-42220-510 Equip & Improveme	\$5,000.00	\$0.00	\$8,203.28	\$0.00	-\$3,203.28	164.07%
E 100-42220-750 Transfer Out	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
E 100-42501-103 PT Wages	\$2,000.00	\$0.00	\$0.00	\$0.00	\$2,000.00	0.00%
E 100-42501-122 Employer FICA Co	\$125.00	\$0.00	\$0.00	\$0.00	\$125.00	0.00%
E 100-42501-126 Employer Medicare	\$30.00	\$0.00	\$0.00	\$0.00	\$30.00	0.00%
E 100-42501-151 Workers Comp Ins	\$40.00	\$0.00	\$12.56	\$0.00	\$27.44	31.40%
E 100-42501-210 Operating Supplies	\$500.00	\$0.00	\$0.00	\$0.00	\$500.00	0.00%
E 100-42501-361 Insurance: General	\$300.00	\$0.00	\$0.00	\$0.00	\$300.00	0.00%
E 100-42501-381 Utilities	\$1,000.00	\$66.00	\$660.00	\$0.00	\$340.00	66.00%
E 100-42501-750 Transfer Out	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
E 100-43120-101 FT Wages	\$45,500.00	\$2,172.11	\$42,891.77	\$0.00	\$2,608.23	94.27%
E 100-43120-112 Clothing Allowance	\$700.00	\$0.00	\$0.00	\$0.00	\$700.00	0.00%
E 100-43120-121 Employer PERA Co	\$3,250.00	\$155.08	\$3,052.87	\$0.00	\$197.13	93.93%
E 100-43120-122 Employer FICA Co	\$2,900.00	\$132.90	\$2,626.73	\$0.00	\$273.27	90.58%
E 100-43120-126 Employer Medicare	\$700.00	\$31.09	\$614.45	\$0.00	\$85.55	87.78%
E 100-43120-130 Employer Paid Life	\$100.00	\$0.00	\$57.16	\$0.00	\$42.84	57.16%
E 100-43120-131 Employer Paid Heal	\$5,800.00	\$0.00	\$2,532.49	\$0.00	\$3,267.51	43.66%
E 100-43120-151 Workers Comp Ins	\$2,000.00	\$0.00	\$1,133.32	\$0.00	\$866.68	56.67%
E 100-43120-180 Health Savings Acc	\$1,200.00	\$0.00	\$562.50	\$0.00	\$637.50	46.88%
E 100-43120-210 Operating Supplies	\$15,000.00	\$3,007.86	\$15,874.31	\$0.00	-\$874.31	105.83%
E 100-43120-211 Motor Fuel & Lubric	\$7,500.00	\$796.28	\$4,208.82	\$0.00	\$3,291.18	56.12%
E 100-43120-305 Other Contractual S	\$150,000.00	\$0.00	\$2,880.70	\$0.00	\$147,119.30	1.92%
E 100-43120-315 Travel Conference	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
E 100-43120-361 Insurance: General	\$3,000.00	\$0.00	\$500.00	\$0.00	\$2,500.00	16.67%
E 100-43120-381 Utilities	\$3,500.00	\$22.85	\$1,530.23	\$0.00	\$1,969.77	43.72%
E 100-43120-404 Rep & Maint-Equip	\$5,000.00	\$0.00	\$0.00	\$0.00	\$5,000.00	0.00%



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Account Descr	2025 YTD Budget	October 2025 Amt	2025 YTD Amt	Enc Current	2025 YTD Balance	% of YTD Budget
E 100-43120-445 Licenses & Taxes	\$500.00	\$30.32	\$180.45	\$0.00	\$319.55	36.09%
E 100-43120-510 Equip & Improve	\$30,000.00	\$5,382.57	\$28,076.92	\$0.00	\$1,923.08	93.59%
E 100-43120-750 Transfer Out	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
E 100-43160-210 Operating Supplies	\$1,500.00	\$0.00	\$0.00	\$0.00	\$1,500.00	0.00%
E 100-43160-381 Utilities	\$12,500.00	\$1,278.00	\$12,780.00	\$0.00	-\$280.00	102.24%
E 100-43160-510 Equip & Improve	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
E 100-43210-305 Other Contractual S	\$2,000.00	\$0.00	\$1,238.45	\$0.00	\$761.55	61.92%
E 100-44101-210 Operating Supplies	\$250.00	\$0.00	\$54.82	\$0.00	\$195.18	21.93%
E 100-44101-305 Other Contractual S	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
E 100-44101-361 Insurance: General	\$3,000.00	\$0.00	\$0.00	\$0.00	\$3,000.00	0.00%
E 100-44101-401 Rep & Maint-Bldg	\$25,000.00	\$0.00	\$1,666.24	\$0.00	\$23,333.76	6.66%
E 100-44101-445 Licenses & Taxes	\$3,000.00	\$0.00	\$2,858.00	\$0.00	\$142.00	95.27%
E 100-44101-510 Equip & Improve	\$2,500.00	\$0.00	\$0.00	\$0.00	\$2,500.00	0.00%
E 100-44101-750 Transfer Out	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
E 100-45124-103 PT Wages	\$32,000.00	\$0.00	\$35,673.95	\$0.00	-\$3,673.95	111.48%
E 100-45124-122 Employer FICA Co	\$2,100.00	\$0.00	\$2,211.80	\$0.00	-\$111.80	105.32%
E 100-45124-126 Employer Medicare	\$500.00	\$0.00	\$517.26	\$0.00	-\$17.26	103.45%
E 100-45124-151 Workers Comp Ins	\$1,800.00	\$0.00	\$1,060.50	\$0.00	\$739.50	58.92%
E 100-45124-210 Operating Supplies	\$6,500.00	\$545.78	\$7,330.08	\$0.00	-\$830.08	112.77%
E 100-45124-221 Rep & Maint/Suppli	\$1,000.00	\$0.00	\$2,368.62	\$0.00	-\$1,368.62	236.86%
E 100-45124-250 Merchandise for Re	\$2,750.00	\$0.00	\$3,282.07	\$0.00	-\$532.07	119.35%
E 100-45124-305 Other Contractual S	\$300.00	\$0.00	\$341.53	\$0.00	-\$41.53	113.84%
E 100-45124-315 Travel Conference	\$3,000.00	\$0.00	\$1,950.00	\$0.00	\$1,050.00	65.00%
E 100-45124-340 Printing Publishing	\$200.00	\$0.00	\$0.00	\$0.00	\$200.00	0.00%
E 100-45124-361 Insurance: General	\$3,200.00	\$0.00	\$0.00	\$0.00	\$3,200.00	0.00%
E 100-45124-381 Utilities	\$22,000.00	\$1,304.41	\$8,865.20	\$0.00	\$13,134.80	40.30%
E 100-45124-445 Licenses & Taxes	\$2,500.00	\$0.89	\$1,787.31	\$0.00	\$712.69	71.49%
E 100-45124-510 Equip & Improve	\$5,000.00	\$0.00	\$2,199.00	\$0.00	\$2,801.00	43.98%
E 100-45124-750 Transfer Out	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
E 100-45202-101 FT Wages	\$34,000.00	\$1,564.64	\$29,762.64	\$0.00	\$4,237.36	87.54%
E 100-45202-121 Employer PERA Co	\$2,000.00	\$112.87	\$2,138.43	\$0.00	-\$138.43	106.92%
E 100-45202-122 Employer FICA Co	\$2,100.00	\$95.48	\$1,817.94	\$0.00	\$282.06	86.57%
E 100-45202-126 Employer Medicare	\$500.00	\$22.33	\$425.31	\$0.00	\$74.69	85.06%
E 100-45202-130 Employer Paid Life	\$50.00	\$0.00	\$49.13	\$0.00	\$0.87	98.26%
E 100-45202-131 Employer Paid Heal	\$2,250.00	\$0.00	\$2,190.49	\$0.00	\$59.51	97.36%
E 100-45202-151 Workers Comp Ins	\$2,000.00	\$0.00	\$1,133.32	\$0.00	\$866.68	56.67%
E 100-45202-180 Health Savings Acc	\$750.00	\$0.00	\$375.00	\$0.00	\$375.00	50.00%
E 100-45202-210 Operating Supplies	\$6,500.00	\$58.37	\$3,680.65	\$0.00	\$2,819.35	56.63%
E 100-45202-211 Motor Fuel & Lubric	\$2,000.00	\$112.04	\$1,307.19	\$0.00	\$692.81	65.36%
E 100-45202-305 Other Contractual S	\$1,500.00	\$51.91	\$2,567.13	\$0.00	-\$1,067.13	171.14%
E 100-45202-340 Printing Publishing	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
E 100-45202-361 Insurance: General	\$4,500.00	\$0.00	\$0.00	\$0.00	\$4,500.00	0.00%
E 100-45202-381 Utilities	\$4,100.00	\$478.00	\$3,504.43	\$0.00	\$595.57	85.47%
E 100-45202-445 Licenses & Taxes	\$2,000.00	\$122.31	\$1,146.74	\$0.00	\$853.26	57.34%
E 100-45202-510 Equip & Improve	\$7,500.00	\$0.00	\$0.00	\$0.00	\$7,500.00	0.00%
E 100-45202-750 Transfer Out	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
E 100-45300-311 Other fees & Miscel	\$3,000.00	\$700.24	\$1,027.69	\$0.00	\$1,972.31	34.26%
E 100-45400-103 PT Wages	\$7,500.00	\$228.34	\$5,042.86	\$0.00	\$2,457.14	67.24%
E 100-45400-121 Employer PERA Co	\$500.00	\$14.86	\$311.88	\$0.00	\$188.12	62.38%
E 100-45400-122 Employer FICA Co	\$500.00	\$14.04	\$310.23	\$0.00	\$189.77	62.05%
E 100-45400-126 Employer Medicare	\$150.00	\$3.29	\$72.50	\$0.00	\$77.50	48.33%



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Account Descr	2025 YTD Budget	October 2025 Amt	2025 YTD Amt	Enc Current	2025 YTD Balance	% of YTD Budget
E 100-45400-130 Employer Paid Life	\$25.00	\$0.00	\$4.14	\$0.00	\$20.86	16.56%
E 100-45400-131 Employer Paid Heal	\$650.00	\$0.00	\$479.22	\$0.00	\$170.78	73.73%
E 100-45400-151 Workers Comp Ins	\$350.00	\$0.00	\$159.32	\$0.00	\$190.68	45.52%
E 100-45400-210 Operating Supplies	\$1,750.00	\$39.76	\$1,091.68	\$0.00	\$658.32	62.38%
E 100-45400-305 Other Contractual S	\$250.00	\$0.00	\$61.53	\$0.00	\$188.47	24.61%
E 100-45400-361 Insurance: General	\$3,000.00	\$0.00	\$0.00	\$0.00	\$3,000.00	0.00%
E 100-45400-381 Utilities	\$2,500.00	\$132.31	\$2,147.52	\$0.00	\$352.48	85.90%
E 100-45400-401 Rep & Maint-Bldg	\$750.00	\$0.00	\$0.00	\$0.00	\$750.00	0.00%
E 100-45400-445 Licenses & Taxes	\$250.00	\$22.13	\$185.02	\$0.00	\$64.98	74.01%
E 100-45400-510 Equip & Improveme	\$500.00	\$0.00	\$0.00	\$0.00	\$500.00	0.00%
E 100-45400-750 Transfer Out	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
E 100-45400-810 Refunds and Reimb	\$0.00	\$0.00	\$65.00	\$0.00	-\$65.00	0.00%
E 100-46102-103 PT Wages	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
E 100-46102-122 Employer FICA Co	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
E 100-46102-126 Employer Medicare	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
E 100-46102-210 Operating Supplies	\$500.00	\$0.00	\$165.30	\$0.00	\$334.70	33.06%
E 100-46102-305 Other Contractual S	\$20,000.00	\$0.00	\$18,000.00	\$0.00	\$2,000.00	90.00%
E 100-46102-510 Equip & Improveme	\$0.00	\$0.00	\$1,480.00	\$0.00	-\$1,480.00	0.00%
E 100-49201-311 Other fees & Miscel	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
E 100-49201-340 Printing Publishing	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
E 100-49201-361 Insurance: General	\$9,000.00	\$0.00	\$0.00	\$0.00	\$9,000.00	0.00%
E 100-49201-445 Licenses & Taxes	\$5,000.00	\$3,724.18	\$3,724.18	\$0.00	\$1,275.82	74.48%
E 100-49201-810 Refunds and Reimb	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
E 100-49301-720 Interfund Transfers	\$35,000.00	\$0.00	\$0.00	\$0.00	\$35,000.00	0.00%
<b>FUND 100 General Fund</b>	<b>\$994,920.00</b>	<b>\$61,416.52</b>	<b>\$556,234.38</b>	<b>\$0.00</b>	<b>\$438,685.62</b>	<b>55.91%</b>
<b>FUND 201 Ambulance</b>						
E 201-42153-103 PT Wages	\$55,000.00	\$1,299.12	\$16,750.88	\$0.00	\$38,249.12	30.46%
E 201-42153-121 Employer PERA Co	\$0.00	\$97.44	\$1,245.75	\$0.00	-\$1,245.75	0.00%
E 201-42153-122 Employer FICA Co	\$3,500.00	\$78.61	\$1,000.84	\$0.00	\$2,499.16	28.60%
E 201-42153-126 Employer Medicare	\$800.00	\$18.38	\$234.03	\$0.00	\$565.97	29.25%
E 201-42153-130 Employer Paid Life	\$0.00	\$0.00	\$99.48	\$0.00	-\$99.48	0.00%
E 201-42153-131 Employer Paid Heal	\$0.00	\$0.00	\$2,911.08	\$0.00	-\$2,911.08	0.00%
E 201-42153-151 Workers Comp Ins	\$4,500.00	\$0.00	\$2,852.65	\$0.00	\$1,647.35	63.39%
E 201-42153-210 Operating Supplies	\$8,000.00	\$833.24	\$9,990.53	\$0.00	-\$1,990.53	124.88%
E 201-42153-211 Motor Fuel & Lubric	\$2,000.00	\$247.50	\$2,511.14	\$0.00	-\$511.14	125.56%
E 201-42153-305 Other Contractual S	\$13,000.00	\$1,856.45	\$18,848.63	\$0.00	-\$5,848.63	144.99%
E 201-42153-315 Travel Conference	\$6,000.00	\$140.00	\$5,795.00	\$0.00	\$205.00	96.58%
E 201-42153-361 Insurance: General	\$1,500.00	\$0.00	\$0.00	\$0.00	\$1,500.00	0.00%
E 201-42153-381 Utilities	\$1,500.00	\$52.33	\$1,173.12	\$0.00	\$326.88	78.21%
E 201-42153-401 Rep & Maint-Bldg	\$2,000.00	\$0.00	\$304.14	\$0.00	\$1,695.86	15.21%
E 201-42153-404 Rep & Maint-Equip	\$2,000.00	\$4,266.06	\$6,558.15	\$0.00	-\$4,558.15	327.91%
E 201-42153-445 Licenses & Taxes	\$500.00	\$0.00	\$22.50	\$0.00	\$477.50	4.50%
E 201-42153-510 Equip & Improveme	\$2,000.00	\$0.00	\$0.00	\$0.00	\$2,000.00	0.00%
E 201-42153-720 Interfund Transfers	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
E 201-42153-750 Transfer Out	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
E 201-42153-800 Purchase of Invest	\$0.00	\$0.00	\$56,945.00	\$0.00	-\$56,945.00	0.00%
E 201-42153-810 Refunds and Reimb	\$0.00	\$0.00	-\$0.09	\$0.00	\$0.09	0.00%
<b>FUND 201 Ambulance</b>	<b>\$102,300.00</b>	<b>\$8,889.13</b>	<b>\$127,242.83</b>	<b>\$0.00</b>	<b>-\$24,942.83</b>	<b>124.38%</b>



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Account Descr	2025 YTD Budget	October 2025 Amt	2025 YTD Amt	Enc Current	2025 YTD Balance	% of YTD Budget
FUND 207 EDA						
E 207-46501-103 PT Wages	\$12,800.00	\$593.33	\$12,413.98	\$0.00	\$386.02	96.98%
E 207-46501-121 Employer PERA Co	\$850.00	\$37.45	\$783.84	\$0.00	\$66.16	92.22%
E 207-46501-122 Employer FICA Co	\$800.00	\$36.20	\$757.45	\$0.00	\$42.55	94.68%
E 207-46501-126 Employer Medicare	\$190.00	\$8.45	\$176.94	\$0.00	\$13.06	93.13%
E 207-46501-130 Employer Paid Life	\$150.00	\$0.00	\$75.00	\$0.00	\$75.00	50.00%
E 207-46501-131 Employer Paid Heal	\$2,500.00	\$0.00	\$0.00	\$0.00	\$2,500.00	0.00%
E 207-46501-151 Workers Comp Ins	\$300.00	\$0.00	\$169.95	\$0.00	\$130.05	56.65%
E 207-46501-180 Health Savings Acc	\$300.00	\$0.00	\$150.00	\$0.00	\$150.00	50.00%
E 207-46501-201 Office Supplies	\$1,300.00	\$0.00	\$0.00	\$0.00	\$1,300.00	0.00%
E 207-46501-210 Operating Supplies	\$1,000.00	\$25.96	\$811.96	\$0.00	\$188.04	81.20%
E 207-46501-305 Other Contractual S	\$1,500.00	\$0.00	\$839.04	\$0.00	\$660.96	55.94%
E 207-46501-315 Travel Conference	\$1,000.00	\$0.00	\$17.03	\$0.00	\$982.97	1.70%
E 207-46501-340 Printing Publishing	\$13,000.00	\$0.00	\$0.00	\$0.00	\$13,000.00	0.00%
E 207-46501-445 Licenses & Taxes	\$0.00	\$0.00	\$12,450.95	\$0.00	-\$12,450.95	0.00%
E 207-46501-750 Transfer Out	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
E 207-46501-800 Purchase of Invest	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
E 207-46501-810 Refunds and Reimb	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
E 207-46501-811 Temporary Loans	\$25,000.00	\$0.00	\$0.00	\$0.00	\$25,000.00	0.00%
FUND 207 EDA	\$60,690.00	\$701.39	\$28,646.14	\$0.00	\$32,043.86	47.20%
FUND 211 Library						
E 211-45501-101 FT Wages	\$44,250.00	\$1,782.67	\$37,416.22	\$0.00	\$6,833.78	84.56%
E 211-45501-103 PT Wages	\$3,500.00	\$288.12	\$1,352.64	\$0.00	\$2,147.36	38.65%
E 211-45501-121 Employer PERA Co	\$3,200.00	\$133.70	\$2,806.20	\$0.00	\$393.80	87.69%
E 211-45501-122 Employer FICA Co	\$3,000.00	\$127.30	\$2,381.86	\$0.00	\$618.14	79.40%
E 211-45501-126 Employer Medicare	\$850.00	\$29.77	\$557.04	\$0.00	\$292.96	65.53%
E 211-45501-130 Employer Paid Life	\$65.00	\$0.00	\$37.26	\$0.00	\$27.74	57.32%
E 211-45501-131 Employer Paid Heal	\$5,800.00	\$0.00	\$4,312.60	\$0.00	\$1,487.40	74.36%
E 211-45501-151 Workers Comp Ins	\$300.00	\$0.00	\$162.13	\$0.00	\$137.87	54.04%
E 211-45501-180 Health Savings Acc	\$1,500.00	\$0.00	\$750.00	\$0.00	\$750.00	50.00%
E 211-45501-210 Operating Supplies	\$3,500.00	\$122.99	\$2,458.09	\$0.00	\$1,041.91	70.23%
E 211-45501-214 Library Books	\$4,000.00	\$423.23	\$3,310.81	\$0.00	\$689.19	82.77%
E 211-45501-215 Periodicals	\$500.00	\$0.00	\$125.00	\$0.00	\$375.00	25.00%
E 211-45501-216 DVD and Multimed	\$1,000.00	\$32.44	\$567.49	\$0.00	\$432.51	56.75%
E 211-45501-305 Other Contractual S	\$6,200.00	\$0.00	\$5,541.53	\$0.00	\$658.47	89.38%
E 211-45501-310 Reading Programs	\$500.00	\$0.00	\$589.67	\$0.00	-\$89.67	117.93%
E 211-45501-315 Travel Conference	\$250.00	\$0.00	\$0.00	\$0.00	\$250.00	0.00%
E 211-45501-340 Printing Publishing	\$35.00	\$0.00	\$0.00	\$0.00	\$35.00	0.00%
E 211-45501-361 Insurance: General	\$2,800.00	\$0.00	\$0.00	\$0.00	\$2,800.00	0.00%
E 211-45501-381 Utilities	\$2,500.00	\$132.30	\$2,147.37	\$0.00	\$352.63	85.89%
E 211-45501-445 Licenses & Taxes	\$300.00	\$1.16	\$15.11	\$0.00	\$284.89	5.04%
E 211-45501-510 Equip & Improveme	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
E 211-45501-750 Transfer Out	\$1,000.00	\$0.00	\$0.00	\$0.00	\$1,000.00	0.00%
FUND 211 Library	\$85,050.00	\$3,073.68	\$64,531.02	\$0.00	\$20,518.98	75.87%
FUND 308 2019B GO Refunding Bond						
E 308-47001-305 Other Contractual S	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
E 308-47001-340 Printing Publishing	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
E 308-47001-601 Debt: Bond Princip	\$120,000.00	\$0.00	\$111,000.00	\$0.00	\$9,000.00	92.50%



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Account Descr	2025 YTD Budget	October 2025 Amt	2025 YTD Amt	Enc Current	2025 YTD Balance	% of YTD Budget
E 308-47001-611 Debt: Bond Interest	\$5,400.00	\$0.00	\$6,626.25	\$0.00	-\$1,226.25	122.71%
E 308-47001-620 Debt: Fiscal Agent	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
E 308-47001-800 Purchase of Invest	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
FUND 308 2019B GO Refunding Bond	\$125,400.00	\$0.00	\$117,626.25	\$0.00	\$7,773.75	93.80%
FUND 309 2021A Refunding Bond-was 2013B						
E 309-47001-305 Other Contractual S	\$1,100.00	\$0.00	\$275.00	\$0.00	\$825.00	25.00%
E 309-47001-340 Printing Publishing	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
E 309-47001-601 Debt: Bond Princip	\$150,000.00	\$0.00	\$150,000.00	\$0.00	\$0.00	100.00%
E 309-47001-611 Debt: Bond Interest	\$24,100.00	\$0.00	\$26,044.00	\$0.00	-\$1,944.00	108.07%
E 309-47001-620 Debt: Fiscal Agent	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
E 309-47001-800 Purchase of Invest	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
FUND 309 2021A Refunding Bond-was 201	\$175,200.00	\$0.00	\$176,319.00	\$0.00	-\$1,119.00	100.64%
FUND 310 2019A GO Imp						
E 310-47001-305 Other Contractual S	\$1,000.00	\$0.00	\$275.00	\$0.00	\$725.00	27.50%
E 310-47001-510 Equip & Improve	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
E 310-47001-601 Debt: Bond Princip	\$210,000.00	\$0.00	\$210,000.00	\$0.00	\$0.00	100.00%
E 310-47001-611 Debt: Bond Interest	\$125,612.50	\$0.00	\$126,107.50	\$0.00	-\$495.00	100.39%
E 310-47001-620 Debt: Fiscal Agent	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
E 310-47001-800 Purchase of Invest	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
E 310-47001-810 Refunds and Reimb	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
FUND 310 2019A GO Imp	\$336,612.50	\$0.00	\$336,382.50	\$0.00	\$230.00	99.93%
FUND 400 CIP/Perm Imp Fund (Gen)						
E 400-49100-510 Equip & Improve	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
E 400-49100-750 Transfer Out	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
E 400-49100-800 Purchase of Invest	\$70,000.00	\$0.00	\$0.00	\$0.00	\$70,000.00	0.00%
FUND 400 CIP/Perm Imp Fund (Gen)	\$70,000.00	\$0.00	\$0.00	\$0.00	\$70,000.00	0.00%
FUND 401 CIP/Perm Imp Enterprise Res						
E 401-49100-510 Equip & Improve	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
E 401-49100-800 Purchase of Invest	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
FUND 401 CIP/Perm Imp Enterprise Res	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
FUND 410 2019/20 Imp Const in Progress						
E 410-43120-340 Printing Publishing	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
E 410-43120-510 Equip & Improve	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
E 410-43120-750 Transfer Out	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
FUND 410 2019/20 Imp Const in Progress	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
FUND 601 Water						
E 601-47001-305 Other Contractual S	\$500.00	\$0.00	\$0.00	\$0.00	\$500.00	0.00%
E 601-47001-340 Printing Publishing	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
E 601-47001-601 Debt: Bond Princip	\$20,000.00	\$0.00	\$20,000.00	\$0.00	\$0.00	100.00%
E 601-47001-611 Debt: Bond Interest	\$3,500.00	\$0.00	\$1,404.00	\$0.00	\$2,096.00	40.11%
E 601-49400-101 FT Wages	\$37,000.00	\$1,512.10	\$30,587.75	\$0.00	\$6,412.25	82.67%
E 601-49400-121 Employer PERA Co	\$2,500.00	\$106.06	\$2,139.99	\$0.00	\$360.01	85.60%





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Account Descr	2025 YTD Budget	October 2025 Amt	2025 YTD Amt	Enc Current	2025 YTD Balance	% of YTD Budget
E 601-49400-122 Employer FICA Co	\$2,300.00	\$92.84	\$1,878.95	\$0.00	\$421.05	81.69%
E 601-49400-126 Employer Medicare	\$600.00	\$21.72	\$439.52	\$0.00	\$160.48	73.25%
E 601-49400-129 Pension Expense	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
E 601-49400-130 Employer Paid Life	\$100.00	\$0.00	\$45.13	\$0.00	\$54.87	45.13%
E 601-49400-131 Employer Paid Heal	\$4,100.00	\$0.00	\$1,072.17	\$0.00	\$3,027.83	26.15%
E 601-49400-151 Workers Comp Ins	\$4,000.00	\$0.00	\$1,133.32	\$0.00	\$2,866.68	28.33%
E 601-49400-180 Health Savings Acc	\$850.00	\$0.00	\$375.00	\$0.00	\$475.00	44.12%
E 601-49400-210 Operating Supplies	\$15,000.00	\$66.87	\$7,241.84	\$0.00	\$7,758.16	48.28%
E 601-49400-211 Motor Fuel & Lubric	\$1,000.00	\$19.72	\$457.20	\$0.00	\$542.80	45.72%
E 601-49400-305 Other Contractual S	\$10,000.00	\$24.30	\$36,867.50	\$0.00	-\$26,867.50	368.68%
E 601-49400-315 Travel Conference	\$4,000.00	\$0.00	\$976.14	\$0.00	\$3,023.86	24.40%
E 601-49400-340 Printing Publishing	\$800.00	\$0.00	\$891.00	\$0.00	-\$91.00	111.38%
E 601-49400-361 Insurance: General	\$7,500.00	\$0.00	\$0.00	\$0.00	\$7,500.00	0.00%
E 601-49400-381 Utilities	\$16,000.00	\$1,643.37	\$19,232.20	\$0.00	-\$3,232.20	120.20%
E 601-49400-404 Rep & Maint-Equip	\$4,000.00	\$0.00	\$0.00	\$0.00	\$4,000.00	0.00%
E 601-49400-420 Depreciation	\$1,500.00	\$0.00	\$0.00	\$0.00	\$1,500.00	0.00%
E 601-49400-445 Licenses & Taxes	\$1,500.00	\$2.74	-\$340.52	\$0.00	\$1,840.52	-22.70%
E 601-49400-500 Capital Outlay	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
E 601-49400-510 Equip & Improveme	\$25,000.00	\$0.00	\$13,323.38	\$0.00	\$11,676.62	53.29%
E 601-49400-720 Interfund Transfers	\$20,000.00	\$0.00	\$0.00	\$0.00	\$20,000.00	0.00%
E 601-49400-750 Transfer Out	\$40,000.00	\$0.00	\$0.00	\$0.00	\$40,000.00	0.00%
E 601-49400-800 Purchase of Invest	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
E 601-49400-810 Refunds and Reimb	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
FUND 601 Water	\$221,750.00	\$3,489.72	\$137,724.57	\$0.00	\$84,025.43	62.11%
FUND 602 Sewer						
E 602-47001-601 Debt: Bond Princip	\$65,000.00	\$0.00	\$0.00	\$0.00	\$65,000.00	0.00%
E 602-47001-611 Debt: Bond Interest	\$15,000.00	\$0.00	\$0.00	\$0.00	\$15,000.00	0.00%
E 602-47001-620 Debt: Fiscal Agent	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
E 602-49450-101 FT Wages	\$25,000.00	\$1,128.98	\$22,858.63	\$0.00	\$2,141.37	91.43%
E 602-49450-121 Employer PERA Co	\$1,700.00	\$78.39	\$1,583.61	\$0.00	\$116.39	93.15%
E 602-49450-122 Employer FICA Co	\$1,600.00	\$69.47	\$1,406.89	\$0.00	\$193.11	87.93%
E 602-49450-126 Employer Medicare	\$400.00	\$16.24	\$328.89	\$0.00	\$71.11	82.22%
E 602-49450-129 Pension Expense	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
E 602-49450-130 Employer Paid Life	\$75.00	\$0.00	\$36.26	\$0.00	\$38.74	48.35%
E 602-49450-131 Employer Paid Heal	\$2,300.00	\$0.00	\$536.09	\$0.00	\$1,763.91	23.31%
E 602-49450-151 Workers Comp Ins	\$4,000.00	\$0.00	\$1,133.32	\$0.00	\$2,866.68	28.33%
E 602-49450-180 Health Savings Acc	\$525.00	\$0.00	\$262.50	\$0.00	\$262.50	50.00%
E 602-49450-210 Operating Supplies	\$15,000.00	\$535.31	\$9,056.22	\$0.00	\$5,943.78	60.37%
E 602-49450-211 Motor Fuel & Lubric	\$1,000.00	\$82.86	\$348.44	\$0.00	\$651.56	34.84%
E 602-49450-305 Other Contractual S	\$10,000.00	\$24.30	\$1,881.83	\$0.00	\$8,118.17	18.82%
E 602-49450-315 Travel Conference	\$10,000.00	\$0.00	\$74.68	\$0.00	\$9,925.32	0.75%
E 602-49450-321 Communications:P	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
E 602-49450-340 Printing Publishing	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
E 602-49450-361 Insurance: General	\$7,250.00	\$0.00	\$0.00	\$0.00	\$7,250.00	0.00%
E 602-49450-381 Utilities	\$1,750.00	\$127.12	\$1,518.45	\$0.00	\$231.55	86.77%
E 602-49450-404 Rep & Maint-Equip	\$2,500.00	\$0.00	\$0.00	\$0.00	\$2,500.00	0.00%
E 602-49450-420 Depreciation	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
E 602-49450-445 Licenses & Taxes	\$1,500.00	\$0.00	\$345.00	\$0.00	\$1,155.00	23.00%
E 602-49450-510 Equip & Improveme	\$4,000.00	\$0.00	\$0.00	\$0.00	\$4,000.00	0.00%



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Account Descr	2025 YTD Budget	October 2025 Amt	2025 YTD Amt	Enc Current	2025 YTD Balance	% of YTD Budget
E 602-49450-620 Debt: Fiscal Agent	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
E 602-49450-720 Interfund Transfers	\$20,000.00	\$0.00	\$0.00	\$0.00	\$20,000.00	0.00%
E 602-49450-750 Transfer Out	\$10,000.00	\$0.00	\$0.00	\$0.00	\$10,000.00	0.00%
E 602-49450-800 Purchase of Invest	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
E 602-49450-810 Refunds and Reimb	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
FUND 602 Sewer	\$198,600.00	\$2,062.67	\$41,370.81	\$0.00	\$157,229.19	20.83%
FUND 603 Garbage Collection						
E 603-49500-101 FT Wages	\$2,000.00	\$131.06	\$2,264.98	\$0.00	-\$264.98	113.25%
E 603-49500-121 Employer PERA Co	\$200.00	\$9.83	\$169.83	\$0.00	\$30.17	84.92%
E 603-49500-122 Employer FICA Co	\$200.00	\$8.12	\$140.27	\$0.00	\$59.73	70.14%
E 603-49500-126 Employer Medicare	\$50.00	\$1.90	\$32.80	\$0.00	\$17.20	65.60%
E 603-49500-129 Pension Expense	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
E 603-49500-130 Employer Paid Life	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
E 603-49500-131 Employer Paid Heal	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
E 603-49500-180 Health Savings Acc	\$2,500.00	\$0.00	\$0.00	\$0.00	\$2,500.00	0.00%
E 603-49500-210 Operating Supplies	\$15,000.00	\$25.97	\$1,672.55	\$0.00	\$13,327.45	11.15%
E 603-49500-305 Other Contractual S	\$250.00	\$2,337.30	\$11,834.87	\$0.00	-\$11,584.87	4733.95%
E 603-49500-340 Printing Publishing	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
E 603-49500-445 Licenses & Taxes	\$0.00	\$9.21	-\$639.99	\$0.00	\$639.99	0.00%
E 603-49500-800 Purchase of Invest	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
E 603-49500-810 Refunds and Reimb	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
FUND 603 Garbage Collection	\$20,200.00	\$2,523.39	\$15,475.31	\$0.00	\$4,724.69	76.61%
FUND 617 Storm Sewer						
E 617-47001-611 Debt: Bond Interest	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
E 617-49710-210 Operating Supplies	\$3,000.00	\$0.00	\$1,046.08	\$0.00	\$1,953.92	34.87%
E 617-49710-305 Other Contractual S	\$5,000.00	\$0.00	\$236.79	\$0.00	\$4,763.21	4.74%
E 617-49710-340 Printing Publishing	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
E 617-49710-420 Depreciation	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
E 617-49710-445 Licenses & Taxes	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
E 617-49710-720 Interfund Transfers	\$60,000.00	\$0.00	\$0.00	\$0.00	\$60,000.00	0.00%
E 617-49710-750 Transfer Out	\$10,000.00	\$0.00	\$0.00	\$0.00	\$10,000.00	0.00%
E 617-49710-800 Purchase of Invest	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
E 617-49710-810 Refunds and Reimb	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
FUND 617 Storm Sewer	\$78,000.00	\$0.00	\$1,282.87	\$0.00	\$76,717.13	1.64%
FUND 700 ARPA						
E 700-42153-510 Equip & Improve	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
E 700-43210-311 Other fees & Miscel	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
E 700-49400-510 Equip & Improve	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
E 700-49400-750 Transfer Out	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
FUND 700 ARPA	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
FUND 800 Small Cities Development Grant						
E 800-46301-305 Other Contractual S	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
E 800-46301-311 Other fees & Miscel	\$0.00	\$0.00	\$46.00	\$0.00	-\$46.00	0.00%
E 800-46301-340 Printing Publishing	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
E 800-46301-800 Purchase of Invest	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%





CITY OF LAMBERTON  
\*Expenditure Guideline

10/09/25 6:10 PM  
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Current Period: October 2025

Account Descr	2025 YTD Budget	October 2025 Amt	2025 YTD Amt	Enc Current	2025 YTD Balance	% of YTD Budget
E 800-46301-810 Refunds and Reimb	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
FUND 800 Small Cities Development Grant	\$0.00	\$0.00	\$46.00	\$0.00	-\$46.00	0.00%
	\$2,468,722.50	\$82,156.50	\$1,602,881.68	\$0.00	\$865,840.82	64.93%

FILTER: None

October 8, 2025

The Honorable Lydell Sik  
Mayor, City of Lamberton  
112 2nd Avenue W.  
Lamberton, MN 56152

Dear Mayor Sik:

I am pleased to inform you that your application for the 2025 Minnesota Small Cities Development Program Grant (SCDP) has been approved for funding in the amount of \$600,000 from the Department of Housing and Urban Development (HUD). A grant contract agreement will be issued within the next few weeks.

Christine Hartert is the DEED representative assigned to your grant. For additional information, please contact Christine at [christine.hartert@state.mn.us](mailto:christine.hartert@state.mn.us) or at 651-259-7461.

Congratulations on this grant award to help enhance your community development efforts.

Regards,



Matt Varilek  
Commissioner

cc: State Senator Gary Dahms  
State Representative Paul Torkelson  
Angela Olson, Project Coordinator, Bolling Engineering

10-9-2025	<b>FOR COUNCIL INFORMATION</b>
TO:	HONORABLE MAYOR & CITY COUNCIL
FROM:	Valerie Halter
SUBJECT:	Old School Site Zoning
	<p>Superior Bus Company is working on purchasing the old school site. I talked to the Superintendent on the zoning issue. The school will leave the zoning up to the purchaser of the property to figure out.</p> <p>Technically, because it is Zoned Residential, Superior cannot operate their business there until it is re-zoned or a variance is granted.</p> <p>Superior has reached out to the other party that had been interested in the property to see if they would purchase parts of the building Superior would not be utilizing.</p> <p>When I think of all this – I think that the city does not want to hamper development of business, but does not want to cause anything adverse to the adjacent properties.</p> <p>Options the council has once Superior actually purchases the property and approaches the city:</p> <ol style="list-style-type: none"><li>1. Allow Superior to request a zoning change to downtown commercial or general commercial.</li><li>2. Create a new zoning district that fits the property better. We have been using downtown commercial for areas away from the downtown area. Should we change the name or is there a different zoning district needed to better fit the options the city would want for this property.</li><li>3. From Novak – allow the property to remain Residential and permit Superior a variance to operate their business there.</li><li>4. Then if they sell off parts of the building, those people would have to ask for the zoning or variance that they need for their use.</li></ol> <p>These are things the council needs to consider when and if the building sells.</p>

**From:** [Sarah Rains](#)  
**To:** [Council](#)  
**Cc:** [Valerie Halter](#)  
**Subject:** Thank you.  
**Date:** Tuesday, September 16, 2025 11:58:27 AM

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Dear City of Lamberton,

I am writing to express my sincere appreciation for the recent addition of a police officer to the city and positioned near our school. Most mornings, I see the officer on duty while walking my children to school, and I cannot overstate the positive impact his presence has had on our commute.

Before the officer arrived, our walk to school often felt chaotic, unsafe, and stressful. Despite our efforts to teach our children road safety and accompany them on their walk, we experienced several near misses with vehicles—even when using the designated crosswalks and sidewalks.

Since the officer's arrival, I've noticed a significant improvement in traffic behavior. Vehicle speeds have decreased, drivers appear more attentive, and there is a much greater sense of safety along our route. It is reassuring to know that the safety of our children and community is being prioritized.

Thank you to the City and to the officer for making this important change. Your efforts have made a real difference, and I hope this presence continues. Keep up the great work!

Warm regards,  
Sarah Rains