Our Vision

Red Wing thrives as a vibrant, creative river town that values its natural environment, welcomes all people, and unlocks opportunity for everyone.

Our Mission

We strive to create a sustainable, healthy, accessible, resilient, and equitable community where every person feels at home.

Meeting Announcement and Agenda

City Council Regular Meeting
City Council Chambers, 315 West 4th Street, Red Wing, MN & Virtually
Monday, July 13, 2026 at 6:00 PM

This meeting will be held in the City Hall Council Chambers and virtually via Webex at the same time. Members of the public can join this meeting either in person at City Hall or virtually. Join the meeting via Webex and type in the password 2026. To join via telephone, please dial (415) 655-0001. Enter access code 2558 771 8680 and password 2026 when prompted.

1. **Call to Order**
2. **Pledge of Allegiance**
3. **Excusal of Members**
4. **Approval of Agenda**
5. **Proclamations and Recognitions**
6. **Presentations**

   6.A. Red Wing Arts Presentation on Two New, Free Summer Events: Sketches Improv Comedy Community Gathering on July 16 and the Artful Summer Supper on August 15.

7. **Public Comment**

   Everyone is allowed three minutes to speak on any agenda items and three minutes to speak on any non-agenda items. Non-agenda items will come first; agenda items will follow. A person may not give either of their three-minute allotments of time to another person.

8. **Consent Agenda (Roll Call Required *)**

   The Consent Agenda consists of items that often don't require Council discussion. These items are usually routine business, non-controversial, or have been discussed publicly in the past. These items can be approved by the Council all at once unless a Council member acknowledges they would like to comment or have a discussion on any of these items at this meeting. If no Council member has a concern or comment on any of the consent agenda items, the Council will approve them all at the same time.

   8.A. Motion to Approve Bills (Warrant #128594 - 129031, totaling $3,036,459.21).

   8.B. Motion to Approve Minutes.

1. June 22, 2026, Workshop Minutes.
2. June 22, 2026, Regular Meeting Minutes.

8.C. Motion to Adopt * Resolution No. 8194, Authorizing the Sale of General Obligation Street Reconstruction Bonds, Series 2026A.

8.D. Motion to Adopt * Resolution No. 8193, Gambling Premise Permit for Aliveo Learning Center, Inc. at Applebee's Neighborhood Grill and Bar.

8.E. Motion to Approve 2026 Food Wagon License for Emily Knudsen, Pleasant Grove Pizza Farm.

8.F. Motion to Approve Private Use of Public Property (PUPP) Application for River City Days. The Red Wing Area Chamber of Commerce will again host this annual community event. River City Days is scheduled for July 31 - August 2, 2026, and will utilize Central Park, Bay Point Park, adjacent parking lots, Levee Park, Memorial Park, and downtown streets for the parade.

8.G. Motion to Approve Transfer of Federal Aviation Administration (FAA) Non-Primary Entitlement Funding to the City of Morris and the New Agreement be Signed by the Public Works Director and City Attorney.
At the May 26, 2026, meeting, the Council approved transferring entitlement funds to the City of Pine River. The FAA contacted the City in June and requested that funds be directed to the City of Morris, MN rather than the City of Pine River.

8.H. Actions Related to the Construction Contract for the 2026 Water Service Line Replacement (WSL) Project.
The 2026 WSL Project is part of the City's ongoing effort to replace publicly and privately owned, potentially lead-containing water service lines throughout the community in accordance with state and federal drinking water requirements. The project will improve drinking water quality, protect public health, and continue implementation of the City's WSL replacement program.

1. Motion to Approve Construction Contract with BCM Construction, Inc in the Amount of $888,887 and Set the Project Budget at $1,135,000 for the 2026 WSL.
2. Motion to Authorize the Council Administrator to Execute the Contract.

8.I. Actions Regarding Ordinance 240, Fourth Series.
On June 22, 2026, the City Council approved the introduction of Ordinance 240, Fourth Series Approving Zoning Text Amendments to Divisions 60 and 62 of the Zoning Ordinance (Chapter 11 of City Code) Related to RM-3 District Standards. The Council is now asked to approve the second reading of this ordinance.

1. Motion to Adopt * Ordinance No. 240, Fourth Series, Approving Zoning Text Amendments to Divisions 60 and 62 of the Zoning Ordinance (Chapter 11 of City Code) Related to RM-3 District Standards.
2. Motion to Adopt * Resolution No. 8195, A Summary Resolution for Ordinance No. 240, Fourth Series, Amending Chapter 11 of the City Code.

8.J. Motion to Adopt * Ordinance No. 239, Fourth Series, Approving the Rezoning of 1815 Chakya Street from AR to R-1.
The City Council introduced Ordinance No. 239, Fourth Series, on June 22, 2026, as recommended by the Planning Commission. The proposed rezoning allows the applicants

to subdivide the property to create two additional home sites on the property. The Final Plat for the subdivision, WESTERN BOY ADDITION, was also approved on June 22, 2026, contingent upon the rezoning approval.

8.K. Motion to Authorize Staff to Apply for FEMA Flood Mitigation Assistance (FMA) Grant – Main Lift Station Improvements for $5,392,500.
Staff requests City Council authorization to submit a full application to the Federal Emergency Management Agency FMA Grant Program in the amount of $5,392,500 to support the Main Wastewater Lift Station Rehabilitation and Flood Resiliency Project. This application is being pursued in parallel with the previously authorized FEMA Building Resilient Infrastructure and Communities (BRIC) grant application. Both programs are nationally competitive.

8.L. Motion to Approve the Solid Waste Delivery Agreement with Allied Waste Services of North America LLC, dba Republic Services of the Twin Cities – Inver Grove Heights.
This agreement provides Republic Services with a disposal rate in exchange for its long-term commitment to deliver municipal solid waste to the City's Waste Campus, including municipal solid waste from the metropolitan area that may become available through the Consent Decree process. Under the metropolitan landfill Consent Decree and associated Schedule of Compliance, metropolitan landfills may deliver municipal solid waste to the City when the Waste Campus identifies an anticipated need for additional processing volumes. This process helps maximize the use of existing resource recovery infrastructure where processing capacity is available while supporting Minnesota's waste management hierarchy. Staff recommends approval.

8.M. Motion to Authorize Execution of a Professional Services Contract with Stantec Consulting.
Staff is requesting City Council approval to move forward with consultant selection for the Mississippi River Waterway Economic Development & Public Investment Analysis, also known as the Port Waterway Plan. This is one of four projects that are components of the Office of Energy Transition Grant and would be funded through this grant program.

9. Motions and General Business (Roll Call Required *)

The Council will address each of these items separately. Input from the public on any of these items needs to happen during the Public Comment period at the start of the meeting. The only exception is a Public Hearing.

9.A. Consider Motion to Approve the Facility Use Policy.
Staff is requesting City Council approval of the attached facility-specific use policies. These policies were revised following discussion and direction provided by the Council during the April 27, 2026 workshop.

9.B. Actions Related to Housing & Redevelopment Authority Appointment.

1. Consider Motion to Appoint Council Member Beth Snyder to the Housing & Redevelopment Board as a Voting Member for a First Term Expiring December 31, 2029. Council Member Snyder will fill the vacancy left by Kristi Reuter's resignation. If approved, the term of Council Member Snyder on the HRA will coincide with her term of office on the City Council.
2. Consider Motion to Approve Recommended Changes to the 2026 Rules and Policies for Boards, Commissions, and Committees to align with this change.

9.C. Actions Related to Private Use of Public Property (PUPP) Construction Application for Jordan Tower I Renovation Project.

The Red Wing Housing and Redevelopment Authority (HRA) received funding to replace all domestic water piping within Jordan Tower I. To accommodate the construction, the apartment parking lot will be closed for the duration of the project, leaving residents without access to on-site parking. The HRA is requesting the use of 18 parking spaces in the Fourth Street Parking Ramp from September 21, 2026, through March 31, 2027, and that the estimated parking permit fees of $6,300 is waived.

1. Direct Staff as to How to Proceed with Request to Waive Parking Permit Costs Associated with Jordan Tower I Renovation Project PUPP.
2. Consider Motion to Approve Private Use of Public Property (PUPP) Construction Application for Jordan Tower I Renovation Project.

10. Communication Items

10.A. Port Authority Update.
Community Development Director Kyle Klatt will be present at the meeting to provide an update on Port activities. See attached report for details.

10.B. Council Comments

10.C. Status Updates

11. Adjournment

Accommodations for signing interpreter, Braille, large print, etc. can be made. Call City Hall at 385.3600 seven days prior to the need. Hearing assistance devices are available during meetings.

CITY COUNCIL MEETING STAFF REPORT

To: City Council Members and Mayor
From:
Meeting Date: July 13, 2026
Agenda Item Number: 6.A.

Title and Purpose

Red Wing Arts Presentation on Two New, Free Summer Events: Sketches Improv Comedy Community Gathering on July 16 and the Artful Summer Supper on August 15.

Attachments

1. Sketches Meal & Improv: July 16 (English and Spanish)
2. Artful Summer Supper Aug. 15

Background

Executive Director of Red Wing Arts, Emily Foos, will give a presentation of two exciting new summer events that are free and open to the entire community. (See flyers attached.) Emily has written this as a summary of the Sketches event, coming up this Thursday, July 16.

SKETCHES: What makes Red Wing... Red Wing? Is it the people? The places? The traditions? The hidden gems, local legends, or the little things that make this community unlike any other? On Thursday, July 16, people from throughout the Red Wing area are invited to share their answers during Sketches of Minnesota, a unique statewide initiative that brings communities together through conversation, storytelling, and improvisational comedy. From 5:00–8:30 p.m. at the Red Wing Public Library, participants will enjoy a complimentary dinner provided by Fiesta Mexicana before joining a facilitated conversation about what makes Red Wing special – the good, the quirky, the memorable, and even the challenges that continue to shape the community.

Those conversations will then take center stage as Danger Boat Productions, an acclaimed Twin Cities improvisational comedy company, transforms audience discussions into a one-of-a-kind live performance. No script. No rehearsal. Just the voices of the community brought to life through quick wit, creativity, and laughter.

Red Wing is one of only ten communities chosen to host the 2026 Sketches of Minnesota statewide tour, an initiative of the Minnesota Humanities Center that uses storytelling and improvisational theater to spark meaningful conversations, strengthen community connections, and celebrate the unique character of different areas across Minnesota. The Red Wing event reflects the power of local collaboration. It is presented through a partnership among the Minnesota Humanities Center, Red Wing Arts, Anderson Center at Tower View, the City of Red

Wing, the Jones Family Foundation, Red Wing Community Education & Recreation, the Sheldon Theatre of Performing Arts, Danger Boat Productions, and Fiesta Mexicana.

The invitation extends to everyone – individuals, families, longtime residents, newcomers, and visitors alike. The event is free and open to all. American Sign Language (ASL) and Spanish interpretation will be available to help ensure everyone can fully participate. Advance registration is required to assist with meal planning and seating. Reserve your free tickets at: www.mnhum.org/event/red-wing-sketches-of-minnesota/

ARTFUL SUMMER SUPPER: Artful Summer Supper is a shared community meal unlike any other. Choose a handcrafted ceramic bowl made by community members, enjoy a simple, welcoming meal, and take part in a vibrant street experience filled with live music, creativity, and connection. This is a pay-what-you-want event, with an option to "donate a meal for a neighbor" and help ensure everyone can participate.

Throughout the evening, attendees will find live music and street performances, hands-on art activities and creative experiences, and a welcoming space to gather, connect, and celebrate together.

From 7:00 to 9:00 p.m., the street will transform into a community dance, inviting everyone to move, celebrate, and close out the evening together. Come for dinner, stay for the experience, and be part of something that brings our community to life.

Recommended Action

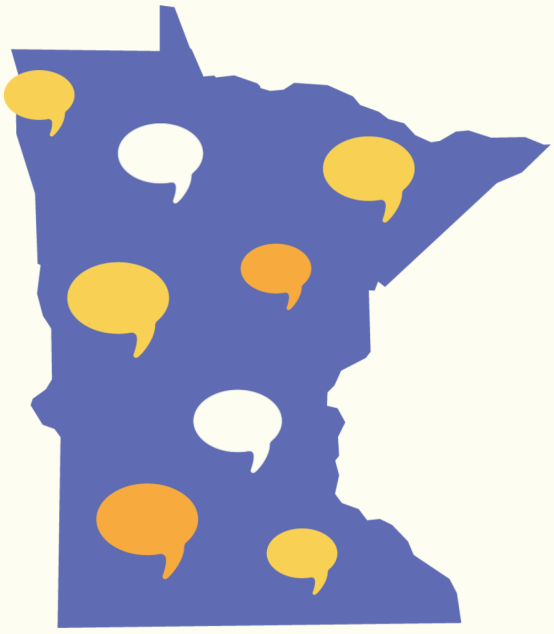
For information only; no action required.

sketches of minnesota

Presented by:

The Minnesota Humanities Center
and Danger Boat Productions

It's time for Red Wing to take center stage, but only with your help!



Join us for an evening of community-inspired improv comedy.

Thursday, July 16
5:00 pm - 8:30 pm
Red Wing Public Library

Reserve your tickets today:
https://mnhum.org/events/

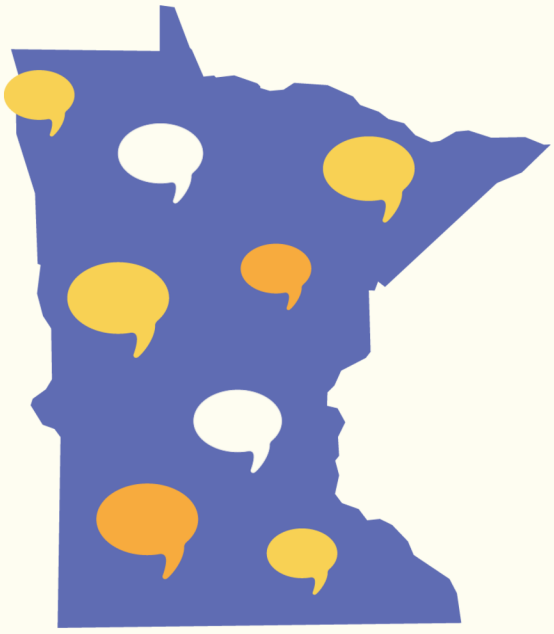
Anderson Center at Tower View
City of Red Wing
Jones Family Foundation Go Generously
Red Wing Arts
Sheldon Theatre of Performing Arts
Red Wing CE&R Community Education and Recreation
Danger Boat productions
Minnesota Humanities Center
Saint Paul & Minnesota Foundation
Clean Water Land & Legacy Amendment

sketches of minnesota

Presented by:

The Minnesota Humanities Center
and Danger Boat Productions

¡Es hora de que Red Wing ocupe el centro del escenario, pero solo con tu ayuda!



Acompáñanos a disfrutar de una noche de comedia improvisada inspirada en las historias de nuestra comunidad.

Jueves 16 de julio
5:00 p. m. – 8:30 p. m.
Biblioteca Pública de Red Wing
(Red Wing Public Library)

Habrá interpretación al español durante el evento.

Reserva tus boletos hoy:
https://mnhum.org/events/

Anderson Center at Tower View · City of Red Wing · Jones Family Foundation Go Generously · Red Wing Arts · Sheldon Theatre of Performing Arts · Red Wing CE&R Community Education and Recreation

Danger Boat productions · Minnesota Humanities Center · Saint Paul & Minnesota Foundation · Clean Water Land & Legacy Amendment

Artful Summer Supper
August 15, 4–9 pm
W. 3rd Street, downtown Red Wing

Join us for an evening where art, food, and community come together in the heart of Red Wing.

Artful Summer Supper is a shared community meal unlike any other. Choose a handcrafted ceramic bowl made by community members, enjoy a simple, welcoming meal, and take part in a vibrant street experience filled with live music, creativity, and connection.

This is a pay-what-you-want event, with an option to "donate a meal for a neighbor" and help ensure everyone can participate.

Throughout the evening, you'll find:
- Live music and street performances
- Hands-on art activities and creative experiences
- A welcoming space to gather, connect, and celebrate together

From 7–9 PM, the street transforms into a community dance, inviting everyone to move, celebrate, and close out the evening together.

Come for dinner, stay for the experience, and be part of something that brings our community to life.

FOR MORE INFORMATION: https://redwingarts.org/artful-summer-supper

Use this link to reserve a spot:
https://wl.donorperfect.net/weblink/weblink.aspx?name=E342412&id=30

July 13, 2026

START WITH CHECK NUMBER	128594
END WITH CHECK NUMBER	129031

ACCOUNTS PAYABLE FOR THE FIRST MEETING OF JULY	$3,036,459.21

9A

Accounts Payable

Checks for Approval

User: ljohnson
Printed: 7/1/2026 - 4:03 PM

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
128815	07/01/2026	605 MARINA	REPAIRS & MAINTENANCE NOC	TIM STEARNS		2,086.00
				Check Total:		2,086.00
128816	07/01/2026	702 CENTRAL SERVICES ISF	MERCHANDISE FOR RESALE	ADVANTAGE DISTRIBUTING LLC		3,767.40
				Check Total:		3,767.40
128817	07/01/2026	101 GENERAL FUND	RADIO	ALTA EMERGENCY RESPONSE VEHICLES LLC		1,500.00
128817	07/01/2026	101 GENERAL FUND	MOTOR VEHICLES	ALTA EMERGENCY RESPONSE VEHICLES LLC		93,000.00
128817	07/01/2026	101 GENERAL FUND	SAFETY EQUIPMENT	ALTA EMERGENCY RESPONSE VEHICLES LLC		1,500.00
128817	07/01/2026	101 GENERAL FUND	OTHER MISCELLANEOUS OPERATING	ALTA EMERGENCY RESPONSE VEHICLES LLC		2,425.00
128817	07/01/2026	101 GENERAL FUND	MINOR OFFICE EQUIPMENT	ALTA EMERGENCY RESPONSE VEHICLES LLC		1,500.00
128817	07/01/2026	101 GENERAL FUND	OTHER REPAIR & MAINT SUPPLIES	ALTA EMERGENCY RESPONSE VEHICLES LLC		1,000.00
				Check Total:		100,925.00
128818	07/01/2026	211 LIBRARY	PROGRAMMING SERVICES	AMAZON.COM SALES INC		52.72
128818	07/01/2026	211 LIBRARY	MINOR OFFICE EQUIPMENT	AMAZON.COM SALES INC		21.95
128818	07/01/2026	211 LIBRARY	BOOKS	AMAZON.COM SALES INC		106.53
128818	07/01/2026	211 LIBRARY	BOOKS	AMAZON.COM SALES INC		20.99
				Check Total:		202.19
128819	07/01/2026	101 GENERAL FUND	OFFICE EQUIPMENT UNDER $5,000	AMAZON.COM SALES INC		43.56
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128820	07/01/2026	702 CENTRAL SERVICES ISF	OTHER OPERATING SUPPLIES NOC	AMAZON.COM SALES INC		23.91
128820	07/01/2026	101 GENERAL FUND	BUILDING REPAIR SUPPLIES	AMAZON.COM SALES INC		179.99
				Check Total:		203.90
128821	07/01/2026	702 CENTRAL SERVICES ISF	SMALL TOOLS	APEX TOOLS LLC		300.00
128821	07/01/2026	702 CENTRAL SERVICES ISF	SMALL TOOLS	APEX TOOLS LLC		67.99

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
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128822	07/01/2026	702 CENTRAL SERVICES ISF	MERCHANDISE FOR RESALE	VALLEY APPLE FORD INC		285.56
128822	07/01/2026	702 CENTRAL SERVICES ISF	MERCHANDISE FOR RESALE	VALLEY APPLE FORD INC		410.41
128822	07/01/2026	702 CENTRAL SERVICES ISF	MERCHANDISE FOR RESALE	VALLEY APPLE FORD INC		350.81
128822	07/01/2026	702 CENTRAL SERVICES ISF	MERCHANDISE FOR RESALE	VALLEY APPLE FORD INC		116.60
128822	07/01/2026	702 CENTRAL SERVICES ISF	MERCHANDISE FOR RESALE	VALLEY APPLE FORD INC		166.10
128822	07/01/2026	702 CENTRAL SERVICES ISF	MERCHANDISE FOR RESALE	VALLEY APPLE FORD INC		-170.64
128822	07/01/2026	702 CENTRAL SERVICES ISF	MERCHANDISE FOR RESALE	VALLEY APPLE FORD INC		34.76
128822	07/01/2026	702 CENTRAL SERVICES ISF	MERCHANDISE FOR RESALE	VALLEY APPLE FORD INC		183.15
128822	07/01/2026	702 CENTRAL SERVICES ISF	MERCHANDISE FOR RESALE	VALLEY APPLE FORD INC		807.52
128822	07/01/2026	702 CENTRAL SERVICES ISF	MERCHANDISE FOR RESALE	VALLEY APPLE FORD INC		-180.00
128822	07/01/2026	702 CENTRAL SERVICES ISF	MERCHANDISE FOR RESALE	VALLEY APPLE FORD INC		552.90
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128823	07/01/2026	701 ADMIN SERVICES ISF	OTHER PROF SERVICES NOC	ASL INTERPRETING SERVICES INC		208.00
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128824	07/01/2026	602 SEWER UTILITY	OTHER EQUIPMENT	AUTOMATION SERVICES INC		12,957.61
128824	07/01/2026	601 WATER UTILITY	OTHER EQUIPMENT	AUTOMATION SERVICES INC		12,957.61
				Check Total:		25,915.22
128825	07/01/2026	702 CENTRAL SERVICES ISF	MERCHANDISE FOR RESALE	APH STORES INC		139.74
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128825	07/01/2026	702 CENTRAL SERVICES ISF	MERCHANDISE FOR RESALE	APH STORES INC		72.00
128825	07/01/2026	702 CENTRAL SERVICES ISF	MERCHANDISE FOR RESALE	APH STORES INC		3.53
128825	07/01/2026	702 CENTRAL SERVICES ISF	MERCHANDISE FOR RESALE	APH STORES INC		288.10
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128825	07/01/2026	702 CENTRAL SERVICES ISF	MERCHANDISE FOR RESALE	APH STORES INC		35.97
128825	07/01/2026	702 CENTRAL SERVICES ISF	MERCHANDISE FOR RESALE	APH STORES INC		13.69
128825	07/01/2026	603 SOLID WASTE	MOTOR VEHICLE REPAIR SUPPLIES	APH STORES INC		375.82
128825	07/01/2026	702 CENTRAL SERVICES ISF	MERCHANDISE FOR RESALE	APH STORES INC		120.89
128825	07/01/2026	702 CENTRAL SERVICES ISF	MERCHANDISE FOR RESALE	APH STORES INC		5.28
128825	07/01/2026	702 CENTRAL SERVICES ISF	MERCHANDISE FOR RESALE	APH STORES INC		89.64
128825	07/01/2026	702 CENTRAL SERVICES ISF	MERCHANDISE FOR RESALE	APH STORES INC		-288.10

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
128825	07/01/2026	101 GENERAL FUND	OTHER MISCELLANEOUS OPERATING	APH STORES INC		32.25
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128827	07/01/2026	708 RISK MGMT ISF -HOSPITALIZAT	ICHRA INSURANCE PREMIUMS	BRIAN BIWER		565.50
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128828	07/01/2026	101 GENERAL FUND	OTHER PROF SERVICES NOC	MARGARET ELIZABETH GAVIAN		13,275.00
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128829	07/01/2026	488 10TH STREET BOOSTER	IMPROVEMENTS OTHER THAN BLDG	BOLTON & MENK INC		1,505.50
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128830	07/01/2026	610 AMBULANCE	MEDICAL SUPPLIES	BOUND TREE MEDICAL LLC		608.15
128830	07/01/2026	610 AMBULANCE	PHARMACEUTICAL SUPPLIES	BOUND TREE MEDICAL LLC		22.77
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128831	07/01/2026	236 PORT AUTHORITY	CONTRACTUAL SERVICES	BRAUN INTERTEC CORPORATION		2,182.50
128831	07/01/2026	236 PORT AUTHORITY	CONTRACTUAL SERVICES	BRAUN INTERTEC CORPORATION		5,950.95
128831	07/01/2026	236 PORT AUTHORITY	CONTRACTUAL SERVICES	BRAUN INTERTEC CORPORATION		2,974.89
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128832	07/01/2026	602 SEWER UTILITY	BUILDING REPAIR & MAINTENANCE	BRUCE ANDREWS SEAMLESS GUTTERS LLC		8,864.00
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128833	07/01/2026	101 GENERAL FUND	OTHER OPERATING SUPPLIES NOC	BSN SPORTS LLC		3,727.19
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128833	07/01/2026	101 GENERAL FUND	OTHER OPERATING SUPPLIES NOC	BSN SPORTS LLC		1,393.90
128833	07/01/2026	101 GENERAL FUND	BUILDING REPAIR SUPPLIES	BSN SPORTS LLC		1,393.90
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128834	07/01/2026	808 CANNON VALLEY TRAIL	MERCHANDISE FOR RESALE	AMY SIREK		918.00

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
				Check Total:		918.00
128835	07/01/2026	101 GENERAL FUND	TELEPHONE	CENTURY LINK		65.42
128835	07/01/2026	601 WATER UTILITY	TELEPHONE	CENTURY LINK		209.14
128835	07/01/2026	601 WATER UTILITY	TELEPHONE	CENTURY LINK		365.90
128835	07/01/2026	710 INFORMATION SERVICES ISF	TELEPHONE	CENTURY LINK		122.84
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128836	07/01/2026	101 GENERAL FUND	TRAINING FUNDS	MINNESOTA STATE COLLEGES & UNIVERSITI		400.00
				Check Total:		1,190.00
128837	07/01/2026	702 CENTRAL SERVICES ISF	MERCHANDISE FOR RESALE	NCH CORPORATION		1,243.95
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128838	07/01/2026	101 GENERAL FUND	OTHER COMMUNICATION EQUIPMENT	SPECTRUM ENTERPRISE		17.76
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128839	07/01/2026	211 LIBRARY	OTHER OPERATING SUPPLIES NOC	THE CITY OF ALBERT LEA		19.99
				Check Total:		19.99
128840	07/01/2026	840 COALITION OF UTILITY CITIES	OTHER PROF SERVICES NOC	CITY OF BECKER		27,474.64
				Check Total:		27,474.64
128841	07/01/2026	840 COALITION OF UTILITY CITIES	OTHER PROF SERVICES NOC	CITY OF RED WING		37,694.33
				Check Total:		37,694.33
128842	07/01/2026	101 GENERAL FUND	MOTOR VEHICLES	ULTIMATE SAFETY CONCEPTS INC		53,411.00
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128843	07/01/2026	101 GENERAL FUND	VEHICLE REPAIRS & MAINTENANCE	CODE 4 SERVICES INC		5,260.47
				Check Total:		5,260.47
128844	07/01/2026	840 COALITION OF UTILITY CITIES	OTHER PROF SERVICES NOC	CITY OF COHASSET		16,133.54
				Check Total:		16,133.54
128845	07/01/2026	601 WATER UTILITY	OTHER OPERATING SUPPLIES NOC	CORE & MAIN LP		190.67

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
				Check Total:		190.67
128846	07/01/2026	702 CENTRAL SERVICES ISF	MERCHANDISE FOR RESALE	CUMMINS INC		2,040.65
				Check Total:		2,040.65
128847	07/01/2026	601 WATER UTILITY	OTHER OPERATING SUPPLIES NOC	DAKOTA SUPPLY GROUP INC		147.66
				Check Total:		147.66
128848	07/01/2026	209 AIRPORT	MAINTENANCE SERVICE AGREEMENT	DAVID BUNCH		2,662.50
				Check Total:		2,662.50
128849	07/01/2026	101 GENERAL FUND	SPECIAL PROJECT-EMERALD ASH	COLTEN SOTHMAN		410.31
128849	07/01/2026	101 GENERAL FUND	SPECIAL PROJECT-EMERALD ASH	COLTEN SOTHMAN		1,023.22
128849	07/01/2026	101 GENERAL FUND	SPECIAL PROJECT-EMERALD ASH	COLTEN SOTHMAN		683.85
128849	07/01/2026	101 GENERAL FUND	OTHER PROF SERVICES NOC	COLTEN SOTHMAN		1,023.20
128849	07/01/2026	101 GENERAL FUND	OTHER PROF SERVICES NOC	COLTEN SOTHMAN		972.04
128849	07/01/2026	101 GENERAL FUND	SPECIAL PROJECT-EMERALD ASH	COLTEN SOTHMAN		364.72
128849	07/01/2026	101 GENERAL FUND	OTHER PROF SERVICES NOC	COLTEN SOTHMAN		1,176.68
128849	07/01/2026	101 GENERAL FUND	SPECIAL PROJECT-EMERALD ASH	COLTEN SOTHMAN		455.90
128849	07/01/2026	101 GENERAL FUND	OTHER PROF SERVICES NOC	COLTEN SOTHMAN		920.88
128849	07/01/2026	101 GENERAL FUND	SPECIAL PROJECT-EMERALD ASH	COLTEN SOTHMAN		501.49
128849	07/01/2026	101 GENERAL FUND	OTHER PROF SERVICES NOC	COLTEN SOTHMAN		784.60
128849	07/01/2026	101 GENERAL FUND	OTHER PROF SERVICES NOC	COLTEN SOTHMAN		256.32
128849	07/01/2026	101 GENERAL FUND	SPECIAL PROJECT-EMERALD ASH	COLTEN SOTHMAN		455.84
128849	07/01/2026	101 GENERAL FUND	OTHER PROF SERVICES NOC	COLTEN SOTHMAN		3,163.32
128849	07/01/2026	101 GENERAL FUND	OTHER PROF SERVICES NOC	COLTEN SOTHMAN		224.28
				Check Total:		12,416.65
128850	07/01/2026	227 CAPITAL IMPROVEMENT ASSES	DEMOLITION COSTS	DRC INC		58,900.00
				Check Total:		58,900.00
128851	07/01/2026	101 GENERAL FUND	SIGNS REPAIR MATERIALS	EARL F ANDERSEN & ASSOCIATES INC		344.70
				Check Total:		344.70
128852	07/01/2026	705 RISK MGMT ISF-INSURANCE	SAFETY PROGRAM	ELAN FINANCIAL SERVICES		33.74
128852	07/01/2026	705 RISK MGMT ISF-INSURANCE	SAFETY PROGRAM	ELAN FINANCIAL SERVICES		62.16
128852	07/01/2026	705 RISK MGMT ISF-INSURANCE	SAFETY PROGRAM	ELAN FINANCIAL SERVICES		87.48
				Check Total:		183.38
128853	07/01/2026	101 GENERAL FUND	REGISTRATION & TUITION	ELAN FINANCIAL SERVICES		131.45

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
128853	07/01/2026	236 PORT AUTHORITY	REGISTRATION & TUITION	ELAN FINANCIAL SERVICES		445.00
				Check Total:		576.45
128854	07/01/2026	702 CENTRAL SERVICES ISF	MERCHANDISE FOR RESALE	MH LOGISTICS CORP		854.62
				Check Total:		854.62
128855	07/01/2026	101 GENERAL FUND	CONCRETE	ESS BROTHERS & SONS INC		1,930.00
				Check Total:		1,930.00
128856	07/01/2026	603 SOLID WASTE	OTHER PROF SERVICES NOC	EXPRESS EMPLOYMENT SERVICES		1,050.40
128856	07/01/2026	600 REFUSE COLLECTION & RECYC	OTHER PROF SERVICES NOC	EXPRESS EMPLOYMENT SERVICES		353.86
128856	07/01/2026	600 REFUSE COLLECTION & RECYC	OTHER PROF SERVICES NOC	EXPRESS EMPLOYMENT SERVICES		978.14
128856	07/01/2026	603 SOLID WASTE	OTHER PROF SERVICES NOC	EXPRESS EMPLOYMENT SERVICES		769.87
128856	07/01/2026	600 REFUSE COLLECTION & RECYC	OTHER PROF SERVICES NOC	EXPRESS EMPLOYMENT SERVICES		1,025.33
128856	07/01/2026	603 SOLID WASTE	OTHER PROF SERVICES NOC	EXPRESS EMPLOYMENT SERVICES		168.78
128856	07/01/2026	603 SOLID WASTE	OTHER PROF SERVICES NOC	EXPRESS EMPLOYMENT SERVICES		876.97
128856	07/01/2026	603 SOLID WASTE	OTHER PROF SERVICES NOC	EXPRESS EMPLOYMENT SERVICES		578.23
128856	07/01/2026	603 SOLID WASTE	OTHER PROF SERVICES NOC	EXPRESS EMPLOYMENT SERVICES		875.79
128856	07/01/2026	600 REFUSE COLLECTION & RECYC	OTHER PROF SERVICES NOC	EXPRESS EMPLOYMENT SERVICES		1,112.08
128856	07/01/2026	603 SOLID WASTE	OTHER PROF SERVICES NOC	EXPRESS EMPLOYMENT SERVICES		164.67
				Check Total:		7,954.12
128857	07/01/2026	603 SOLID WASTE	MAINTENANCE SERVICE AGREEMENT	FAIRBANKS SCALES INC		1,139.00
				Check Total:		1,139.00
128858	07/01/2026	209 AIRPORT	OTHER REPAIR & MAINTENANCE SUP	THE FIRST IMPRESSION GROUP INC		1,206.00
				Check Total:		1,206.00
128859	07/01/2026	600 REFUSE COLLECTION & RECYC	OTHER OPERATING SUPPLIES NOC	SARAH FISCHER		39.46
				Check Total:		39.46
128860	07/01/2026	101 GENERAL FUND	OTHER OPERATING SUPPLIES NOC	SAWTOOTH HOLDINGS		340.64
128860	07/01/2026	101 GENERAL FUND	MISCELLANEOUS EQUIPMENT PARTS	SAWTOOTH HOLDINGS		644.00
				Check Total:		984.64
128861	07/01/2026	101 GENERAL FUND	UNIFORM ALLOWANCE	GALLS INC		133.25
128861	07/01/2026	101 GENERAL FUND	UNIFORM ALLOWANCE	GALLS INC		133.55
128861	07/01/2026	101 GENERAL FUND	UNIFORM ALLOWANCE	GALLS INC		275.22
128861	07/01/2026	101 GENERAL FUND	UNIFORM ALLOWANCE	GALLS INC		12.99
128861	07/01/2026	101 GENERAL FUND	UNIFORM ALLOWANCE	GALLS INC		88.00

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
128861	07/01/2026	101 GENERAL FUND	UNIFORM ALLOWANCE	GALLS INC		88.00
128861	07/01/2026	101 GENERAL FUND	UNIFORM ALLOWANCE	GALLS INC		175.65
				Check Total:		906.66
128862	07/01/2026	701 ADMIN SERVICES ISF	RECORDING SERVICES	GOODHUE COUNTY GOVERNMENT CENTER		66.00
				Check Total:		66.00
128863	07/01/2026	209 AIRPORT	OTHER REPAIR & MAINTENANCE SUP	GENESIS LAMP CORPORATION		788.47
				Check Total:		788.47
128864	07/01/2026	209 AIRPORT	CLEANING SUPPLIES	GFI PROPERY MAINTENANCE LLC		500.00
				Check Total:		500.00
128865	07/01/2026	101 GENERAL FUND	TRAVEL EXP - PLANE, TRAIN, ETC	GARY IOCCO		16.00
128865	07/01/2026	101 GENERAL FUND	MILEAGE REIMBURSEMENT	GARY IOCCO		139.20
				Check Total:		155.20
128866	07/01/2026	840 COALITION OF UTILITY CITIES	OTHER PROF SERVICES NOC	CITY OF GRANITE FALLS		2,466.67
				Check Total:		2,466.67
128867	07/01/2026	600 REFUSE COLLECTION & RECYC	PRINTED FORMS & PAPER	GRAPHIC DESIGN INC		122.25
128867	07/01/2026	652 STORM WATER	PRINTED FORMS & PAPER	GRAPHIC DESIGN INC		109.75
128867	07/01/2026	600 REFUSE COLLECTION & RECYC	PRINTED FORMS & PAPER	GRAPHIC DESIGN INC		109.75
128867	07/01/2026	600 REFUSE COLLECTION & RECYC	PRINTED FORMS & PAPER	GRAPHIC DESIGN INC		109.75
128867	07/01/2026	701 ADMIN SERVICES ISF	PRINTED FORMS & PAPER	GRAPHIC DESIGN INC		811.00
128867	07/01/2026	601 WATER UTILITY	POSTAGE	GRAPHIC DESIGN INC		930.89
128867	07/01/2026	601 WATER UTILITY	PRINTED FORMS & PAPER	GRAPHIC DESIGN INC		109.75
128867	07/01/2026	601 WATER UTILITY	PRINTED FORMS & PAPER	GRAPHIC DESIGN INC		109.75
128867	07/01/2026	652 STORM WATER	PRINTED FORMS & PAPER	GRAPHIC DESIGN INC		109.75
128867	07/01/2026	652 STORM WATER	POSTAGE	GRAPHIC DESIGN INC		930.90
128867	07/01/2026	602 SEWER UTILITY	PRINTED FORMS & PAPER	GRAPHIC DESIGN INC		109.75
128867	07/01/2026	601 WATER UTILITY	PRINTED FORMS & PAPER	GRAPHIC DESIGN INC		122.25
128867	07/01/2026	652 STORM WATER	PRINTED FORMS & PAPER	GRAPHIC DESIGN INC		122.25
128867	07/01/2026	602 SEWER UTILITY	PRINTED FORMS & PAPER	GRAPHIC DESIGN INC		109.75
128867	07/01/2026	602 SEWER UTILITY	PRINTED FORMS & PAPER	GRAPHIC DESIGN INC		122.25
128867	07/01/2026	602 SEWER UTILITY	POSTAGE	GRAPHIC DESIGN INC		930.89
128867	07/01/2026	600 REFUSE COLLECTION & RECYC	POSTAGE	GRAPHIC DESIGN INC		930.89
				Check Total:		5,901.57
128868	07/01/2026	652 STORM WATER	CONTRACTUAL SERVICES	TRUSTEES OF THE HAMLINE UNIVERSITY OI		800.00

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
				Check Total:		800.00
128869	07/01/2026	601 WATER UTILITY	SUPPLIES - CHEMICALS	HAWKINS CHEMICAL INC		1,200.29
128869	07/01/2026	601 WATER UTILITY	SUPPLIES - CHEMICALS	HAWKINS CHEMICAL INC		1,742.95
128869	07/01/2026	601 WATER UTILITY	SUPPLIES - CHEMICALS	HAWKINS CHEMICAL INC		997.19
				Check Total:		3,940.43
128870	07/01/2026	101 GENERAL FUND	TRAINING FUNDS	MINNESOTA STATE COLLEGES AND UNIVERS		800.00
128870	07/01/2026	101 GENERAL FUND	TRAINING FUNDS	MINNESOTA STATE COLLEGES AND UNIVERS		400.00
128870	07/01/2026	101 GENERAL FUND	TRAINING FUNDS	MINNESOTA STATE COLLEGES AND UNIVERS		400.00
				Check Total:		1,600.00
128871	07/01/2026	808 CANNON VALLEY TRAIL	OTHER PROF SERVICES NOC	HIGHLAND SANITATION & RECYCLING, INC		44.45
				Check Total:		44.45
128872	07/01/2026	702 CENTRAL SERVICES ISF	MERCHANDISE FOR RESALE	HOUSE RED WING INC		52.00
128872	07/01/2026	702 CENTRAL SERVICES ISF	MERCHANDISE FOR RESALE	HOUSE RED WING INC		128.30
				Check Total:		180.30
128873	07/01/2026	840 COALITION OF UTILITY CITIES	OTHER PROF SERVICES NOC	CITY OF HOYT LAKES		3,842.02
				Check Total:		3,842.02
128874	07/01/2026	101 GENERAL FUND	AWARDS	HEIDIS HUGGAMUG CAFE		206.16
				Check Total:		206.16
128875	07/01/2026	602 SEWER UTILITY	SUPPLIES - CHEMICALS	HYDRITE CHEMICAL CO		11,351.40
				Check Total:		11,351.40
128876	07/01/2026	211 LIBRARY	BOOKS	INGRAM LIBRARY SERVICES LLC		219.90
				Check Total:		219.90
128877	07/01/2026	708 RISK MGMT ISF -HOSPITALIZAT	ICHRA INSURANCE PREMIUMS	JEFFREY CUNNINGHAM		608.70
				Check Total:		608.70
128878	07/01/2026	101 GENERAL FUND	SISTER CITIES COMMISSION	JENNY HANSON		100.00
				Check Total:		100.00
128879	07/01/2026	101 GENERAL FUND	BUILDING REPAIR SUPPLIES	TJ3 LLC		181.32

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
				Check Total:		181.32
128880	07/01/2026	600 REFUSE COLLECTION & RECYC	OTHER MISCELLANEOUS OPERATING	KEHREN INDUSTRIES INC		3,995.72
				Check Total:		3,995.72
128881	07/01/2026	101 GENERAL FUND	DUE TO STATE- 7.375% SALES TAX	KRISTIN GOOD		6.18
128881	07/01/2026	101 GENERAL FUND	RENT - PAVILION	KRISTIN GOOD		60.54
128881	07/01/2026	101 GENERAL FUND	DUE TO STATE- 7.375% SALES TAX	KRISTIN GOOD		4.46
128881	07/01/2026	101 GENERAL FUND	RENT - PAVILION	KRISTIN GOOD		83.82
				Check Total:		155.00
128882	07/01/2026	603 SOLID WASTE	OTHER PROF SERVICES NOC	KNOBELSDORFF ELECTRIC INC		2,340.00
				Check Total:		2,340.00
128883	07/01/2026	702 CENTRAL SERVICES ISF	MERCHANDISE FOR RESALE	LAWSON PRODUCTS INC		1,542.92
128883	07/01/2026	603 SOLID WASTE	OTHER OPERATING SUPPLIES NOC	LAWSON PRODUCTS INC		285.88
128883	07/01/2026	702 CENTRAL SERVICES ISF	MERCHANDISE FOR RESALE	LAWSON PRODUCTS INC		101.49
				Check Total:		1,930.29
128884	07/01/2026	101 GENERAL FUND	MOTOR VEHICLE REPAIR SUPPLIES	THE LICENSE CENTER		16.25
128884	07/01/2026	101 GENERAL FUND	MOTOR VEHICLE REPAIR SUPPLIES	THE LICENSE CENTER		16.25
128884	07/01/2026	101 GENERAL FUND	MOTOR VEHICLE REPAIR SUPPLIES	THE LICENSE CENTER		16.25
				Check Total:		48.75
128885	07/01/2026	101 GENERAL FUND	SIGNS REPAIR MATERIALS	MARTINS FLAG COMPANY LLC		1,988.27
				Check Total:		1,988.27
128886	07/01/2026	101 GENERAL FUND	OTHER REPAIR & MAINTENANCE SUP	MOBOTREX INC		2,172.50
				Check Total:		2,172.50
128887	07/01/2026	840 COALITION OF UTILITY CITIES	OTHER PROF SERVICES NOC	CITY OF MONTICELLO		29,690.32
				Check Total:		29,690.32
128888	07/01/2026	101 GENERAL FUND	CONTRACTUAL SERVICES	MARIE RIDGEWAY		170.00
				Check Total:		170.00
128889	07/01/2026	101 GENERAL FUND	ELECTRICAL UTILITIES	ALTUS POWER INC		45.45
128889	07/01/2026	101 GENERAL FUND	ELECTRICAL UTILITIES	ALTUS POWER INC		20.88

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
128889	07/01/2026	601 WATER UTILITY	ELECTRICAL UTILITIES	ALTUS POWER INC		1,893.70
128889	07/01/2026	602 SEWER UTILITY	ELECTRICAL UTILITIES	ALTUS POWER INC		67.06
128889	07/01/2026	101 GENERAL FUND	ELECTRICAL UTILITIES	ALTUS POWER INC		71.01
128889	07/01/2026	101 GENERAL FUND	ELECTRICAL UTILITIES	ALTUS POWER INC		20.48
128889	07/01/2026	101 GENERAL FUND	ELECTRICAL UTILITIES	ALTUS POWER INC		120.10
128889	07/01/2026	605 MARINA	ELECTRICAL UTILITIES	ALTUS POWER INC		384.58
128889	07/01/2026	602 SEWER UTILITY	ELECTRICAL UTILITIES	ALTUS POWER INC		75.67
128889	07/01/2026	101 GENERAL FUND	ELECTRICAL UTILITIES	ALTUS POWER INC		89.56
128889	07/01/2026	101 GENERAL FUND	ELECTRICAL UTILITIES	ALTUS POWER INC		35.82
128889	07/01/2026	101 GENERAL FUND	ELECTRICAL UTILITIES	ALTUS POWER INC		155.01
128889	07/01/2026	101 GENERAL FUND	ELECTRICAL UTILITIES	ALTUS POWER INC		98.54
128889	07/01/2026	601 WATER UTILITY	ELECTRICAL UTILITIES	ALTUS POWER INC		23.38
128889	07/01/2026	101 GENERAL FUND	ELECTRICAL UTILITIES	ALTUS POWER INC		88.99
128889	07/01/2026	101 GENERAL FUND	ELECTRICAL UTILITIES	ALTUS POWER INC		81.13
128889	07/01/2026	101 GENERAL FUND	ELECTRICAL UTILITIES	ALTUS POWER INC		49.45
128889	07/01/2026	101 GENERAL FUND	ELECTRICAL UTILITIES	ALTUS POWER INC		101.55
128889	07/01/2026	101 GENERAL FUND	ELECTRICAL UTILITIES	ALTUS POWER INC		75.10
128889	07/01/2026	101 GENERAL FUND	ELECTRICAL UTILITIES	ALTUS POWER INC		185.00
128889	07/01/2026	101 GENERAL FUND	ELECTRICAL UTILITIES	ALTUS POWER INC		19.91
128889	07/01/2026	101 GENERAL FUND	ELECTRICAL UTILITIES	ALTUS POWER INC		3.78
128889	07/01/2026	101 GENERAL FUND	ELECTRICAL UTILITIES	ALTUS POWER INC		105.90
128889	07/01/2026	101 GENERAL FUND	ELECTRICAL UTILITIES	ALTUS POWER INC		9.12
128889	07/01/2026	101 GENERAL FUND	ELECTRICAL UTILITIES	ALTUS POWER INC		11.30
128889	07/01/2026	601 WATER UTILITY	ELECTRICAL UTILITIES	ALTUS POWER INC		117.23
128889	07/01/2026	101 GENERAL FUND	ELECTRICAL UTILITIES	ALTUS POWER INC		129.13
128889	07/01/2026	601 WATER UTILITY	ELECTRICAL UTILITIES	ALTUS POWER INC		4,116.31
128889	07/01/2026	101 GENERAL FUND	ELECTRICAL UTILITIES	ALTUS POWER INC		157.48
128889	07/01/2026	101 GENERAL FUND	ELECTRICAL UTILITIES	ALTUS POWER INC		88.99
128889	07/01/2026	601 WATER UTILITY	ELECTRICAL UTILITIES	ALTUS POWER INC		98.34
128889	07/01/2026	101 GENERAL FUND	ELECTRICAL UTILITIES	ALTUS POWER INC		96.78
128889	07/01/2026	601 WATER UTILITY	ELECTRICAL UTILITIES	ALTUS POWER INC		112.71
128889	07/01/2026	601 WATER UTILITY	ELECTRICAL UTILITIES	ALTUS POWER INC		378.73
128889	07/01/2026	101 GENERAL FUND	ELECTRICAL UTILITIES	ALTUS POWER INC		30.33
128889	07/01/2026	101 GENERAL FUND	ELECTRICAL UTILITIES	ALTUS POWER INC		122.68
128889	07/01/2026	605 MARINA	ELECTRICAL UTILITIES	ALTUS POWER INC		339.84
128889	07/01/2026	601 WATER UTILITY	ELECTRICAL UTILITIES	ALTUS POWER INC		105.10
128889	07/01/2026	101 GENERAL FUND	ELECTRICAL UTILITIES	ALTUS POWER INC		460.25
				Check Total:		10,186.37
128890	07/01/2026	605 MARINA	REPAIRS & MAINTENANCE NOC	MUNSON ELECTRIC INC		172.50
				Check Total:		172.50
128891	07/01/2026	236 PORT AUTHORITY	CONTRACTUAL SERVICES	NEW HISTORY		6,883.75

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
128891	07/01/2026	236 PORT AUTHORITY	CONTRACTUAL SERVICES	NEW HISTORY		570.00
128891	07/01/2026	236 PORT AUTHORITY	CONTRACTUAL SERVICES	NEW HISTORY		97.50
				Check Total:		7,551.25
128892	07/01/2026	808 CANNON VALLEY TRAIL	MISCELLANEOUS EQUIPMENT PARTS	NIEBUR IMPLEMENT COMPANY		54.96
				Check Total:		54.96
128893	07/01/2026	603 SOLID WASTE	BYPASS WASTE - MSW	NORTHERN STATES POWER COMPANY MINN		68,595.75
				Check Total:		68,595.75
128894	07/01/2026	808 CANNON VALLEY TRAIL	TELEPHONE	SLEEPY EYE TELEPHONE COMPANY		166.53
				Check Total:		166.53
128895	07/01/2026	840 COALITION OF UTILITY CITIES	OTHER PROF SERVICES NOC	CITY OF OAK PARK HEIGHTS		11,132.68
				Check Total:		11,132.68
128896	07/01/2026	603 SOLID WASTE	BYPASS WASTE - CONST & DEMO	OLMSTED COUNTY SOLID WASTE DIVISION		13,613.04
				Check Total:		13,613.04
128897	07/01/2026	211 LIBRARY	BOOKS	OVERDRIVE INC		89.99
				Check Total:		89.99
128898	07/01/2026	708 RISK MGMT ISF -HOSPITALIZAT	NETWORK ACCESS FEES	MS BENEFITS LLC		1,350.30
				Check Total:		1,350.30
128899	07/01/2026	101 GENERAL FUND	OTHER PROF SERVICES NOC	PEST ARREST LLC		413.39
128899	07/01/2026	101 GENERAL FUND	OTHER PROF SERVICES NOC	PEST ARREST LLC		192.20
				Check Total:		605.59
128900	07/01/2026	101 GENERAL FUND	OTHER OPERATING SUPPLIES NOC	PLAYPOWER LT FARMINGTON INC		349.30
				Check Total:		349.30
128901	07/01/2026	211 LIBRARY	BOOKS	PLAYAWAY PRODUCTS, LLC		916.33
				Check Total:		916.33
128902	07/01/2026	652 STORM WATER	CONTRACTUAL SERVICES	PRECISE MRM LLC		1,580.00
128902	07/01/2026	652 STORM WATER	CONTRACTUAL SERVICES	PRECISE MRM LLC		684.00
128902	07/01/2026	101 GENERAL FUND	CONTRACTUAL SERVICES	PRECISE MRM LLC		1,580.00

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
128902	07/01/2026	101 GENERAL FUND	CONTRACTUAL SERVICES	PRECISE MRM LLC		1,580.00
128902	07/01/2026	602 SEWER UTILITY	CONTRACTUAL SERVICES	PRECISE MRM LLC		1,580.00
128902	07/01/2026	101 GENERAL FUND	CONTRACTUAL SERVICES	PRECISE MRM LLC		1,580.00
128902	07/01/2026	601 WATER UTILITY	CONTRACTUAL SERVICES	PRECISE MRM LLC		1,580.00
				Check Total:		10,164.00
128903	07/01/2026	702 CENTRAL SERVICES ISF	MERCHANDISE FOR RESALE	PREMIER TRUCK GROUP		83.71
128903	07/01/2026	702 CENTRAL SERVICES ISF	MERCHANDISE FOR RESALE	PREMIER TRUCK GROUP		79.46
128903	07/01/2026	702 CENTRAL SERVICES ISF	MERCHANDISE FOR RESALE	PREMIER TRUCK GROUP		46.71
128903	07/01/2026	702 CENTRAL SERVICES ISF	MERCHANDISE FOR RESALE	PREMIER TRUCK GROUP		79.46
				Check Total:		289.34
128904	07/01/2026	101 GENERAL FUND	STREET MAINTENANCE MATERIALS	RCM EQUIPMENT COMPANY LLC		907.82
				Check Total:		907.82
128905	07/01/2026	702 CENTRAL SERVICES ISF	MERCHANDISE FOR RESALE	R D OFFUTT COMPANY		302.17
128905	07/01/2026	702 CENTRAL SERVICES ISF	MERCHANDISE FOR RESALE	R D OFFUTT COMPANY		298.08
128905	07/01/2026	702 CENTRAL SERVICES ISF	MERCHANDISE FOR RESALE	R D OFFUTT COMPANY		-279.98
				Check Total:		320.27
128906	07/01/2026	603 SOLID WASTE	BYPASS WASTE - MISCELLANEOUS	NICK RIES		258.10
				Check Total:		258.10
128907	07/01/2026	702 CENTRAL SERVICES ISF	MERCHANDISE FOR RESALE	RIHM LEASING INC		115.00
128907	07/01/2026	702 CENTRAL SERVICES ISF	MERCHANDISE FOR RESALE	RIHM LEASING INC		81.54
128907	07/01/2026	702 CENTRAL SERVICES ISF	MERCHANDISE FOR RESALE	RIHM LEASING INC		115.00
128907	07/01/2026	702 CENTRAL SERVICES ISF	MERCHANDISE FOR RESALE	RIHM LEASING INC		115.00
128907	07/01/2026	702 CENTRAL SERVICES ISF	MERCHANDISE FOR RESALE	RIHM LEASING INC		115.00
128907	07/01/2026	702 CENTRAL SERVICES ISF	MERCHANDISE FOR RESALE	RIHM LEASING INC		167.40
				Check Total:		708.94
128908	07/01/2026	101 GENERAL FUND	OTHER OPERATING SUPPLIES NOC	RIPLEY RENTAL AND SALES INC		22.68
				Check Total:		22.68
128909	07/01/2026	101 GENERAL FUND	ARTS AND CULTURE COMMISSION	RISEUP RED WING		250.00
				Check Total:		250.00
128910	07/01/2026	708 RISK MGMT ISF -HOSPITALIZAT	ICHRA INSURANCE PREMIUMS	RUSSELL JOHNSON		666.30

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
				Check Total:		666.30
128911	07/01/2026	603 SOLID WASTE	OTHER REPAIR & MAINTENANCE SUP	RONCO ENGINEERING INC		2,725.36
				Check Total:		2,725.36
128912	07/01/2026	603 SOLID WASTE	OTHER OPERATING SUPPLIES NOC	RED WING ACE HARDWARE		52.98
				Check Total:		52.98
128913	07/01/2026	101 GENERAL FUND	AWARDS	RED WING AREA CHAMBER OF COMMERCE		50.00
128913	07/01/2026	101 GENERAL FUND	AWARDS	RED WING AREA CHAMBER OF COMMERCE		490.00
				Check Total:		540.00
128914	07/01/2026	101 GENERAL FUND	CONTRACTUAL SERVICES	RED WING AMATEUR BASEBALL ASSOCIATIC		1,403.31
				Check Total:		1,403.31
128915	07/01/2026	605 MARINA	REPAIRS & MAINTENANCE NOC	RYAN MECHANICAL INC		1,310.00
				Check Total:		1,310.00
128916	07/01/2026	101 GENERAL FUND	OTHER OPERATING SUPPLIES NOC	SAFE-FAST INC		263.56
				Check Total:		263.56
128917	07/01/2026	101 GENERAL FUND	OTHER OFFICE SUPPLIES NOC	SARGENTS NURSERY INC		77.18
				Check Total:		77.18
128918	07/01/2026	211 LIBRARY	CONTRACTUAL SERVICES	SELCO		1,809.36
128918	07/01/2026	211 LIBRARY	OTHER OPERATING SUPPLIES NOC	SELCO		84.00
				Check Total:		1,893.36
128919	07/01/2026	708 RISK MGMT ISF -HOSPITALIZAT	ICHRA INSURANCE PREMIUMS	SHARI CHORNEY		945.00
				Check Total:		945.00
128920	07/01/2026	702 CENTRAL SERVICES ISF	SMALL TOOLS	WESLEY KORUM		16.50
				Check Total:		16.50
128921	07/01/2026	708 RISK MGMT ISF -HOSPITALIZAT	ICHRA INSURANCE PREMIUMS	SCOTT SAFE		405.80
				Check Total:		405.80

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
128922	07/01/2026	603 SOLID WASTE	MISCELLANEOUS EQUIPMENT PARTS	SSI SHREDDING SYSTEMS INC		1,492.17
				Check Total:		1,492.17
128923	07/01/2026	603 SOLID WASTE	BYPASS WASTE - MISCELLANEOUS	STERICYCLE INC		217.01
				Check Total:		217.01
128924	07/01/2026	101 GENERAL FUND	SAFETY EQUIPMENT	STREICHER'S INC		1,417.00
128924	07/01/2026	101 GENERAL FUND	SAFETY EQUIPMENT	STREICHER'S INC		1,417.00
128924	07/01/2026	101 GENERAL FUND	SAFETY EQUIPMENT	STREICHER'S INC		352.99
				Check Total:		3,186.99
128925	07/01/2026	702 CENTRAL SERVICES ISF	MERCHANDISE FOR RESALE	SWANSTON EQUIPMENT CORP		237.60
				Check Total:		237.60
128926	07/01/2026	602 SEWER UTILITY	LAUNDRY SERVICES	TIM EICKHOFF		147.36
				Check Total:		147.36
128927	07/01/2026	101 GENERAL FUND	OTHER OPERATING SUPPLIES NOC	JM ACQUISITION LLC		291.25
				Check Total:		291.25
128928	07/01/2026	602 SEWER UTILITY	OTHER PROF SERVICES NOC	TOM PARKER ELECTRIC INC		310.00
				Check Total:		310.00
128929	07/01/2026	650 SANITARY SEWER REPLACEME	ACCOUNTS PAYABLE	JODI S HECKER & JULIE REDMOND-SCHMIDT		22.62
128929	07/01/2026	600 REFUSE COLLECTION & RECYC	ACCOUNTS PAYABLE	JODI S HECKER & JULIE REDMOND-SCHMIDT		13.56
128929	07/01/2026	600 REFUSE COLLECTION & RECYC	ACCOUNTS PAYABLE	JODI S HECKER & JULIE REDMOND-SCHMIDT		6.70
128929	07/01/2026	652 STORM WATER	ACCOUNTS PAYABLE	JODI S HECKER & JULIE REDMOND-SCHMIDT		12.00
128929	07/01/2026	651 WATER REPLACEMENT	ACCOUNTS PAYABLE	JODI S HECKER & JULIE REDMOND-SCHMIDT		26.65
128929	07/01/2026	600 REFUSE COLLECTION & RECYC	ACCOUNTS PAYABLE	JODI S HECKER & JULIE REDMOND-SCHMIDT		1.00
128929	07/01/2026	600 REFUSE COLLECTION & RECYC	ACCOUNTS PAYABLE	JODI S HECKER & JULIE REDMOND-SCHMIDT		1.42
128929	07/01/2026	600 REFUSE COLLECTION & RECYC	ACCOUNTS PAYABLE	JODI S HECKER & JULIE REDMOND-SCHMIDT		5.51
				Check Total:		89.46
128930	07/01/2026	652 STORM WATER	ACCOUNTS PAYABLE	SKYCOM		9.26
				Check Total:		9.26
128931	07/01/2026	651 WATER REPLACEMENT	ACCOUNTS PAYABLE	RW CUSTARD LLC		49.87
128931	07/01/2026	601 WATER UTILITY	ACCOUNTS PAYABLE	RW CUSTARD LLC		8.74
128931	07/01/2026	601 WATER UTILITY	ACCOUNTS PAYABLE	RW CUSTARD LLC		4.32

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
				Check Total:		62.93
128932	07/01/2026	600 REFUSE COLLECTION & RECYC	ACCOUNTS PAYABLE	RW CUSTARD LLC		121.78
128932	07/01/2026	600 REFUSE COLLECTION & RECYC	ACCOUNTS PAYABLE	RW CUSTARD LLC		3.93
128932	07/01/2026	600 REFUSE COLLECTION & RECYC	ACCOUNTS PAYABLE	RW CUSTARD LLC		58.59
128932	07/01/2026	602 SEWER UTILITY	ACCOUNTS PAYABLE	RW CUSTARD LLC		307.07
128932	07/01/2026	601 WATER UTILITY	ACCOUNTS PAYABLE	RW CUSTARD LLC		54.18
128932	07/01/2026	600 REFUSE COLLECTION & RECYC	ACCOUNTS PAYABLE	RW CUSTARD LLC		396.30
128932	07/01/2026	650 SANITARY SEWER REPLACEME	ACCOUNTS PAYABLE	RW CUSTARD LLC		320.05
128932	07/01/2026	651 WATER REPLACEMENT	ACCOUNTS PAYABLE	RW CUSTARD LLC		377.36
128932	07/01/2026	601 WATER UTILITY	ACCOUNTS PAYABLE	RW CUSTARD LLC		357.30
128932	07/01/2026	600 REFUSE COLLECTION & RECYC	ACCOUNTS PAYABLE	RW CUSTARD LLC		653.83
128932	07/01/2026	652 STORM WATER	ACCOUNTS PAYABLE	RW CUSTARD LLC		31.54
128932	07/01/2026	600 REFUSE COLLECTION & RECYC	ACCOUNTS PAYABLE	RW CUSTARD LLC		318.07
				Check Total:		3,000.00
128933	07/01/2026	702 CENTRAL SERVICES ISF	MERCHANDISE FOR RESALE	US SAWS INC		134.89
128933	07/01/2026	702 CENTRAL SERVICES ISF	MERCHANDISE FOR RESALE	US SAWS INC		1,955.81
				Check Total:		2,090.70
128934	07/01/2026	601 WATER UTILITY	MISCELLANEOUS EQUIPMENT PARTS	VESSCO INC.		4,843.34
				Check Total:		4,843.34
128935	07/01/2026	101 GENERAL FUND	SAFETY EQUIPMENT	VIKING ELECTRIC SUPPLY INC		16.23
128935	07/01/2026	101 GENERAL FUND	SAFETY EQUIPMENT	VIKING ELECTRIC SUPPLY INC		48.69
128935	07/01/2026	601 WATER UTILITY	SAFETY EQUIPMENT	VIKING ELECTRIC SUPPLY INC		162.30
128935	07/01/2026	101 GENERAL FUND	SAFETY EQUIPMENT	VIKING ELECTRIC SUPPLY INC		32.46
128935	07/01/2026	101 GENERAL FUND	SAFETY EQUIPMENT	VIKING ELECTRIC SUPPLY INC		48.69
128935	07/01/2026	101 GENERAL FUND	SAFETY EQUIPMENT	VIKING ELECTRIC SUPPLY INC		81.15
128935	07/01/2026	101 GENERAL FUND	BUILDING REPAIR SUPPLIES	VIKING ELECTRIC SUPPLY INC		388.35
				Check Total:		777.87
128936	07/01/2026	652 STORM WATER	STORM SEWER CONSTRUCTION	VISU-SEWER INC		35,650.00
				Check Total:		35,650.00
128937	07/01/2026	211 LIBRARY	PROGRAMMING SERVICES	ANN VOGES		400.00
				Check Total:		400.00
128938	07/01/2026	101 GENERAL FUND	MACH/EQUIP REPAIRS & MAINT	WATERLOO TENT & TARP COMPANY INC		411.78

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
				Check Total:		411.78
128939	07/01/2026	209 AIRPORT	GAS UTILITIES	WE ENERGIES		10.56
128939	07/01/2026	209 AIRPORT	GAS UTILITIES	WE ENERGIES		14.68
				Check Total:		25.24
128940	07/01/2026	101 GENERAL FUND	FIRE EQUIPMENT	WITMER PUBLIC SAFETY GROUP INC		177.59
				Check Total:		177.59
128941	07/01/2026	601 WATER UTILITY	OTHER OPERATING SUPPLIES NOC	W.W. GOETSCH ASSOCIATES INC		27,383.00
				Check Total:		27,383.00
128942	07/01/2026	101 GENERAL FUND	MISCELLANEOUS EQUIPMENT PARTS	ZOLL MEDICAL CORPORATION		1,998.52
128942	07/01/2026	610 AMBULANCE	MEDICAL SUPPLIES	ZOLL MEDICAL CORPORATION		140.92
128942	07/01/2026	610 AMBULANCE	MEDICAL SUPPLIES	ZOLL MEDICAL CORPORATION		68.60
				Check Total:		2,208.04
				Report Total:		719,152.37

Accounts Payable

Checks for Approval

User: ljohnson
Printed: 7/2/2026 - 3:09 PM

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
128943	07/02/2026	808 CANNON VALLEY TRAIL	IMPROVEMENTS OTHER THAN BLDG	JEAN MUELLER		33,782.40
					Check Total:	33,782.40
128944	07/02/2026	808 CANNON VALLEY TRAIL	IMPROVEMENTS OTHER THAN BLDG	STATE OF MINNESOTA		2,114.34
					Check Total:	2,114.34
					Report Total:	35,896.74

Accounts Payable

Checks for Approval

User: ljohnson
Printed: 7/1/2026 - 4:46 PM

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
128594	06/17/2026	702 CENTRAL SERVICES ISF	MERCHANDISE FOR RESALE	GENERAL PARTS DISTRIBUTION		115.75
				Check Total:		115.75
128595	06/17/2026	101 GENERAL FUND	OTHER PROF SERVICES NOC	ALFRED BEAR		135.00
				Check Total:		135.00
128596	06/17/2026	710 INFORMATION SERVICES ISF	OTHER OPERATING SUPPLIES NOC	AMAZON.COM SALES INC		599.96
128596	06/17/2026	101 GENERAL FUND	ARTS AND CULTURE COMMISSION	AMAZON.COM SALES INC		96.42
128596	06/17/2026	101 GENERAL FUND	OTHER OPERATING SUPPLIES NOC	AMAZON.COM SALES INC		23.75
128596	06/17/2026	101 GENERAL FUND	OTHER OPERATING SUPPLIES NOC	AMAZON.COM SALES INC		49.99
128596	06/17/2026	101 GENERAL FUND	UNIFORM ALLOWANCE	AMAZON.COM SALES INC		32.89
128596	06/17/2026	701 ADMIN SERVICES ISF	OTHER OPERATING SUPPLIES NOC	AMAZON.COM SALES INC		8.99
128596	06/17/2026	101 GENERAL FUND	MISCELLANEOUS EQUIPMENT PARTS	AMAZON.COM SALES INC		139.50
128596	06/17/2026	101 GENERAL FUND	AWARDS	AMAZON.COM SALES INC		9.99
128596	06/17/2026	710 INFORMATION SERVICES ISF	OFFICE ACCESSORIES	AMAZON.COM SALES INC		28.04
128596	06/17/2026	701 ADMIN SERVICES ISF	OFFICE ACCESSORIES	AMAZON.COM SALES INC		80.77
128596	06/17/2026	710 INFORMATION SERVICES ISF	OFFICE ACCESSORIES	AMAZON.COM SALES INC		20.98
				Check Total:		1,091.28
128597	06/17/2026	601 WATER UTILITY	OTHER OPERATING SUPPLIES NOC	AMAZON.COM SALES INC		116.40
128597	06/17/2026	101 GENERAL FUND	OTHER OPERATING SUPPLIES NOC	AMAZON.COM SALES INC		69.34
128597	06/17/2026	101 GENERAL FUND	SMALL TOOLS	AMAZON.COM SALES INC		128.00
128597	06/17/2026	101 GENERAL FUND	OTHER OPERATING SUPPLIES NOC	AMAZON.COM SALES INC		138.66
				Check Total:		452.40
128598	06/17/2026	702 CENTRAL SERVICES ISF	MERCHANDISE FOR RESALE	AMERICAN TEST CENTER		600.00
				Check Total:		600.00
128599	06/17/2026	211 LIBRARY	PROGRAMMING SERVICES	AMY SMITH		47.01

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
				Check Total:		47.01
128600	06/17/2026	808 CANNON VALLEY TRAIL	TELEPHONE	AT&T MOBILITY II LLC		51.36
				Check Total:		51.36
128601	06/17/2026	602 SEWER UTILITY	PROGRAMMING SERVICES	AUTOMATION SERVICES INC		95.00
128601	06/17/2026	602 SEWER UTILITY	PROGRAMMING SERVICES	AUTOMATION SERVICES INC		95.00
128601	06/17/2026	602 SEWER UTILITY	PROGRAMMING SERVICES	AUTOMATION SERVICES INC		90.00
128601	06/17/2026	602 SEWER UTILITY	PROGRAMMING SERVICES	AUTOMATION SERVICES INC		836.98
128601	06/17/2026	601 WATER UTILITY	PROGRAMMING SERVICES	AUTOMATION SERVICES INC		2,936.68
128601	06/17/2026	602 SEWER UTILITY	PROGRAMMING SERVICES	AUTOMATION SERVICES INC		95.00
128601	06/17/2026	601 WATER UTILITY	PROGRAMMING SERVICES	AUTOMATION SERVICES INC		95.00
128601	06/17/2026	602 SEWER UTILITY	SEWER CONSTRUCTION	AUTOMATION SERVICES INC		26,416.48
				Check Total:		30,660.14
128602	06/17/2026	603 SOLID WASTE	MISCELLANEOUS EQUIPMENT PARTS	BALDWIN SUPPLY COMPANY		1,440.78
				Check Total:		1,440.78
128603	06/17/2026	498 SIDEWALK CONSTRUCTION PR	ENGINEERING SERVICES	BOLTON & MENK INC		205.00
				Check Total:		205.00
128604	06/17/2026	610 AMBULANCE	MEDICAL SUPPLIES	BOUND TREE MEDICAL LLC		985.61
128604	06/17/2026	610 AMBULANCE	MEDICAL SUPPLIES	BOUND TREE MEDICAL LLC		223.98
128604	06/17/2026	610 AMBULANCE	PHARMACEUTICAL SUPPLIES	BOUND TREE MEDICAL LLC		108.35
128604	06/17/2026	610 AMBULANCE	MEDICAL SUPPLIES	BOUND TREE MEDICAL LLC		558.67
128604	06/17/2026	610 AMBULANCE	PHARMACEUTICAL SUPPLIES	BOUND TREE MEDICAL LLC		171.85
				Check Total:		2,048.46
128605	06/17/2026	710 INFORMATION SERVICES ISF	OTHER MISCELLANEOUS OPERATING	SPECTRUM ENTERPRISE		28.53
				Check Total:		28.53
128606	06/17/2026	602 SEWER UTILITY	LAUNDRY SERVICES	CINTAS CORPORATION		351.76
128606	06/17/2026	603 SOLID WASTE	LAUNDRY SERVICES	CINTAS CORPORATION		300.97
128606	06/17/2026	211 LIBRARY	OTHER OPERATING SUPPLIES NOC	CINTAS CORPORATION		125.00
128606	06/17/2026	101 GENERAL FUND	LAUNDRY SERVICES	CINTAS CORPORATION		5.44
128606	06/17/2026	702 CENTRAL SERVICES ISF	LAUNDRY SERVICES	CINTAS CORPORATION		22.50
128606	06/17/2026	101 GENERAL FUND	LAUNDRY SERVICES	CINTAS CORPORATION		2.38
128606	06/17/2026	702 CENTRAL SERVICES ISF	LAUNDRY SERVICES	CINTAS CORPORATION		245.86
128606	06/17/2026	601 WATER UTILITY	LAUNDRY SERVICES	CINTAS CORPORATION		36.35
128606	06/17/2026	101 GENERAL FUND	LAUNDRY SERVICES	CINTAS CORPORATION		69.80

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
128606	06/17/2026	702 CENTRAL SERVICES ISF	LAUNDRY SERVICES	CINTAS CORPORATION		351.16
128606	06/17/2026	602 SEWER UTILITY	LAUNDRY SERVICES	CINTAS CORPORATION		20.75
128606	06/17/2026	601 WATER UTILITY	LAUNDRY SERVICES	CINTAS CORPORATION		20.68
128606	06/17/2026	101 GENERAL FUND	OTHER OPERATING SUPPLIES NOC	CINTAS CORPORATION		125.00
128606	06/17/2026	101 GENERAL FUND	LAUNDRY SERVICES	CINTAS CORPORATION		100.13
128606	06/17/2026	603 SOLID WASTE	LAUNDRY SERVICES	CINTAS CORPORATION		128.99
				Check Total:		1,906.77
128607	06/17/2026	808 CANNON VALLEY TRAIL	MOTOR FUELS	CITY OF RED WING		5.77
				Check Total:		5.77
128608	06/17/2026	710 INFORMATION SERVICES ISF	OTHER PROF SERVICES NOC	COMPUTER INTEGRATION TECHNOLOGIES I		500.00
128608	06/17/2026	710 INFORMATION SERVICES ISF	MAINTENANCE SERVICE AGREEMENT	COMPUTER INTEGRATION TECHNOLOGIES I		3,298.85
128608	06/17/2026	710 INFORMATION SERVICES ISF	MAINTENANCE SERVICE AGREEMENT	COMPUTER INTEGRATION TECHNOLOGIES I		310.00
128608	06/17/2026	710 INFORMATION SERVICES ISF	OTHER PROF SERVICES NOC	COMPUTER INTEGRATION TECHNOLOGIES I		500.00
128608	06/17/2026	710 INFORMATION SERVICES ISF	OTHER PROF SERVICES NOC	COMPUTER INTEGRATION TECHNOLOGIES I		500.00
128608	06/17/2026	710 INFORMATION SERVICES ISF	OTHER PROF SERVICES NOC	COMPUTER INTEGRATION TECHNOLOGIES I		500.00
128608	06/17/2026	710 INFORMATION SERVICES ISF	OTHER PROF SERVICES NOC	COMPUTER INTEGRATION TECHNOLOGIES I		500.00
				Check Total:		6,108.85
128609	06/17/2026	701 ADMIN SERVICES ISF	ORDINANCE PUBLICATION	COLUMN SOFTWARE PBC		428.19
128609	06/17/2026	101 GENERAL FUND	LEGAL NOTICES PUBLISHING	COLUMN SOFTWARE PBC		64.95
128609	06/17/2026	101 GENERAL FUND	LEGAL NOTICES PUBLISHING	COLUMN SOFTWARE PBC		170.75
				Check Total:		663.89
128610	06/17/2026	808 CANNON VALLEY TRAIL	ELECTRICAL UTILITIES	DAKOTA ELECTRIC ASSOC		240.40
				Check Total:		240.40
128611	06/17/2026	602 SEWER UTILITY	SLUDGE DISPOSAL	DANKERS ENTERPRISES INC		19,595.75
				Check Total:		19,595.75
128612	06/17/2026	211 LIBRARY	OTHER OPERATING SUPPLIES NOC	DEMCO INC		170.86
				Check Total:		170.86
128613	06/17/2026	101 GENERAL FUND	MEALS	ELAN FINANCIAL SERVICES		33.10
128613	06/17/2026	701 ADMIN SERVICES ISF	DUES & MEMBERSHIPS	ELAN FINANCIAL SERVICES		50.00
128613	06/17/2026	101 GENERAL FUND	MEALS	ELAN FINANCIAL SERVICES		2.05
				Check Total:		85.15
128614	06/17/2026	701 ADMIN SERVICES ISF	OTHER MISCELLANEOUS OPERATING	ELAN FINANCIAL SERVICES		1.00

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
128614	06/17/2026	101 GENERAL FUND	TRAINING SERVICES	ELAN FINANCIAL SERVICES		85.00
128614	06/17/2026	701 ADMIN SERVICES ISF	SUBSCRIPTIONS	ELAN FINANCIAL SERVICES		1,080.00
128614	06/17/2026	701 ADMIN SERVICES ISF	SUBSCRIPTIONS	ELAN FINANCIAL SERVICES		168.00
128614	06/17/2026	701 ADMIN SERVICES ISF	SUBSCRIPTIONS	ELAN FINANCIAL SERVICES		5.04
128614	06/17/2026	701 ADMIN SERVICES ISF	SUBSCRIPTIONS	ELAN FINANCIAL SERVICES		-63.00
128614	06/17/2026	101 GENERAL FUND	TRAINING SERVICES	ELAN FINANCIAL SERVICES		-149.00
				Check Total:		1,127.04
128615	06/17/2026	728 ENGINEERING ISF	REGISTRATION & TUITION	ELAN FINANCIAL SERVICES		50.00
128615	06/17/2026	728 ENGINEERING ISF	SAFETY EQUIPMENT	ELAN FINANCIAL SERVICES		53.68
				Check Total:		103.68
128616	06/17/2026	701 ADMIN SERVICES ISF	SUBSCRIPTIONS	ELAN FINANCIAL SERVICES		20.00
128616	06/17/2026	701 ADMIN SERVICES ISF	SUBSCRIPTIONS	ELAN FINANCIAL SERVICES		20.00
128616	06/17/2026	701 ADMIN SERVICES ISF	DUES & MEMBERSHIPS	ELAN FINANCIAL SERVICES		50.00
				Check Total:		90.00
128617	06/17/2026	101 GENERAL FUND	REGISTRATION & TUITION	ELAN FINANCIAL SERVICES		300.00
128617	06/17/2026	101 GENERAL FUND	FIRE ARMS & SHOOTING SUPPLIES	ELAN FINANCIAL SERVICES		510.54
128617	06/17/2026	101 GENERAL FUND	POLICE CHILDREN'S PROGRAM	ELAN FINANCIAL SERVICES		51.15
128617	06/17/2026	101 GENERAL FUND	REGISTRATION & TUITION	ELAN FINANCIAL SERVICES		159.00
128617	06/17/2026	101 GENERAL FUND	POLICE CHILDREN'S PROGRAM	ELAN FINANCIAL SERVICES		460.21
128617	06/17/2026	101 GENERAL FUND	REGISTRATION & TUITION	ELAN FINANCIAL SERVICES		300.00
				Check Total:		1,780.90
128618	06/17/2026	701 ADMIN SERVICES ISF	Bank Financing Charges	ELAN FINANCIAL SERVICES		47.22
				Check Total:		47.22
128619	06/17/2026	101 GENERAL FUND	OFFICE ACCESSORIES	ELAN FINANCIAL SERVICES		10.48
				Check Total:		10.48
128620	06/17/2026	209 AIRPORT	REPAIRS & MAINTENANCE NOC	ELAN FINANCIAL SERVICES		562.20
				Check Total:		562.20
128621	06/17/2026	600 REFUSE COLLECTION & RECYC	OTHER OPERATING SUPPLIES NOC	ELAN FINANCIAL SERVICES		284.82
128621	06/17/2026	600 REFUSE COLLECTION & RECYC	OTHER OPERATING SUPPLIES NOC	ELAN FINANCIAL SERVICES		40.79
				Check Total:		325.61
128622	06/17/2026	702 CENTRAL SERVICES ISF	MERCHANDISE FOR RESALE	ELAN FINANCIAL SERVICES		64.03
128622	06/17/2026	702 CENTRAL SERVICES ISF	MERCHANDISE FOR RESALE	ELAN FINANCIAL SERVICES		39.99

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
				Check Total:		104.02
128623	06/17/2026	101 GENERAL FUND	SPECIAL EVENTS/PROJECTS	ELAN FINANCIAL SERVICES		60.00
128623	06/17/2026	101 GENERAL FUND	MEALS	ELAN FINANCIAL SERVICES		27.00
128623	06/17/2026	101 GENERAL FUND	SPECIAL EVENTS/PROJECTS	ELAN FINANCIAL SERVICES		268.44
128623	06/17/2026	101 GENERAL FUND	MEALS	ELAN FINANCIAL SERVICES		10.48
				Check Total:		365.92
128624	06/17/2026	101 GENERAL FUND	MISCELLANEOUS EQUIPMENT PARTS	ELAN FINANCIAL SERVICES		1,080.00
128624	06/17/2026	101 GENERAL FUND	PERSONNEL TESTING/RECRUITMENT	ELAN FINANCIAL SERVICES		67.30
128624	06/17/2026	610 AMBULANCE	LODGING	ELAN FINANCIAL SERVICES		161.88
128624	06/17/2026	101 GENERAL FUND	FIRE EQUIPMENT	ELAN FINANCIAL SERVICES		30.33
128624	06/17/2026	610 AMBULANCE	LODGING	ELAN FINANCIAL SERVICES		482.35
128624	06/17/2026	101 GENERAL FUND	TRAINING FUNDS	ELAN FINANCIAL SERVICES		149.01
128624	06/17/2026	610 AMBULANCE	DUES & MEMBERSHIPS	ELAN FINANCIAL SERVICES		51.00
128624	06/17/2026	101 GENERAL FUND	MOTOR FUELS	ELAN FINANCIAL SERVICES		47.18
128624	06/17/2026	610 AMBULANCE	TRAINING FUNDS	ELAN FINANCIAL SERVICES		45.80
128624	06/17/2026	610 AMBULANCE	TRAINING FUNDS	ELAN FINANCIAL SERVICES		420.00
128624	06/17/2026	101 GENERAL FUND	OFFICE ACCESSORIES	ELAN FINANCIAL SERVICES		13.96
128624	06/17/2026	610 AMBULANCE	TRAINING FUNDS	ELAN FINANCIAL SERVICES		45.80
128624	06/17/2026	101 GENERAL FUND	MEALS	ELAN FINANCIAL SERVICES		15.41
128624	06/17/2026	101 GENERAL FUND	POSTAGE	ELAN FINANCIAL SERVICES		11.45
128624	06/17/2026	610 AMBULANCE	TRAINING FUNDS	ELAN FINANCIAL SERVICES		120.00
				Check Total:		2,741.47
128625	06/17/2026	610 AMBULANCE	BILLING SERVICES	EMS MANAGEMENT & CONSULTANTS INC		8,135.80
128625	06/17/2026	610 AMBULANCE	ACCTS REC-AMBULANCE EMS	EMS MANAGEMENT & CONSULTANTS INC		-3,176.69
				Check Total:		4,959.11
128626	06/17/2026	702 CENTRAL SERVICES ISF	MERCHANDISE FOR RESALE	MH LOGISTICS CORP		98.10
				Check Total:		98.10
128627	06/17/2026	101 GENERAL FUND	UNIFORM ALLOWANCE	EVAN OLANDER		260.00
128627	06/17/2026	101 GENERAL FUND	UNIFORM ALLOWANCE	EVAN OLANDER		-60.00
				Check Total:		200.00
128628	06/17/2026	808 CANNON VALLEY TRAIL	IMPROVEMENTS OTHER THAN BLDG	ERICKSON ENGINEERING ERICKSON ENGINE		67.00
				Check Total:		67.00
128629	06/17/2026	603 SOLID WASTE	TESTING SERVICES	EXPRESS EMPLOYMENT SERVICES		24.00

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
128629	06/17/2026	600 REFUSE COLLECTION & RECYC	OTHER PROF SERVICES NOC	EXPRESS EMPLOYMENT SERVICES		1,052.61
128629	06/17/2026	600 REFUSE COLLECTION & RECYC	OTHER PROF SERVICES NOC	EXPRESS EMPLOYMENT SERVICES		1,047.21
128629	06/17/2026	603 SOLID WASTE	OTHER PROF SERVICES NOC	EXPRESS EMPLOYMENT SERVICES		380.44
128629	06/17/2026	603 SOLID WASTE	OTHER PROF SERVICES NOC	EXPRESS EMPLOYMENT SERVICES		166.73
128629	06/17/2026	603 SOLID WASTE	OTHER PROF SERVICES NOC	EXPRESS EMPLOYMENT SERVICES		876.26
				Check Total:		3,547.25
128630	06/17/2026	705 RISK MGMT ISF-INSURANCE	INSURANCE CLAIMS	FALK AUTO BODY INC		5,204.43
128630	06/17/2026	705 RISK MGMT ISF-INSURANCE	INSURANCE CLAIMS	FALK AUTO BODY INC		8,853.85
128630	06/17/2026	705 RISK MGMT ISF-INSURANCE	INSURANCE CLAIMS	FALK AUTO BODY INC		9,302.66
128630	06/17/2026	705 RISK MGMT ISF-INSURANCE	INSURANCE CLAIMS	FALK AUTO BODY INC		4,474.42
128630	06/17/2026	705 RISK MGMT ISF-INSURANCE	INSURANCE CLAIMS	FALK AUTO BODY INC		5,992.25
128630	06/17/2026	705 RISK MGMT ISF-INSURANCE	INSURANCE CLAIMS	FALK AUTO BODY INC		3,313.75
128630	06/17/2026	705 RISK MGMT ISF-INSURANCE	INSURANCE CLAIMS	FALK AUTO BODY INC		4,469.67
128630	06/17/2026	705 RISK MGMT ISF-INSURANCE	INSURANCE CLAIMS	FALK AUTO BODY INC		7,139.41
				Check Total:		48,750.44
128631	06/17/2026	101 GENERAL FUND	OTHER OPERATING SUPPLIES NOC	FASTENAL COMPANY		240.00
128631	06/17/2026	101 GENERAL FUND	OTHER OPERATING SUPPLIES NOC	FASTENAL COMPANY		222.60
				Check Total:		462.60
128632	06/17/2026	601 WATER UTILITY	SMALL TOOLS	FERGUSO2		146.67
				Check Total:		146.67
128633	06/17/2026	702 CENTRAL SERVICES ISF	MERCHANDISE FOR RESALE	SARAH FISCHER		456.25
				Check Total:		456.25
128634	06/17/2026	475 21&22 OLD WEST MAIN RECON	STREET CONSTRUCTION	FITZGERALD EXCAVATING TRUCKING INC		42,647.37
				Check Total:		42,647.37
128635	06/17/2026	211 LIBRARY	BOOKS	GALE/CENGAGE LEARNING INC		27.00
				Check Total:		27.00
128636	06/17/2026	101 GENERAL FUND	UNIFORM ALLOWANCE	GALLS INC		183.29
128636	06/17/2026	101 GENERAL FUND	UNIFORM ALLOWANCE	GALLS INC		135.72
				Check Total:		319.01
128637	06/17/2026	101 GENERAL FUND	TELEPHONE	GOODHUE COUNTY		163.77

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
				Check Total:		163.77
128638	06/17/2026	101 GENERAL FUND	MILEAGE REIMBURSEMENT	GARY IOCCO		69.90
				Check Total:		69.90
128639	06/17/2026	808 CANNON VALLEY TRAIL	TELEPHONE	HIAWATHA BROADBAND COMMUNICATIONS		135.88
				Check Total:		135.88
128640	06/17/2026	808 CANNON VALLEY TRAIL	IMPROVEMENTS OTHER THAN BLDG	ICON CONSTRUCTORS LLC		353,279.02
				Check Total:		353,279.02
128641	06/17/2026	211 LIBRARY	BOOKS	INGRAM LIBRARY SERVICES LLC		227.52
				Check Total:		227.52
128642	06/17/2026	101 GENERAL FUND	FIRE GEAR	JEFFERSON FIRE & SAFETY INC		206.44
128642	06/17/2026	101 GENERAL FUND	OTHER EQUIPMENT	JEFFERSON FIRE & SAFETY INC		4,151.56
				Check Total:		4,358.00
128643	06/17/2026	702 CENTRAL SERVICES ISF	MERCHANDISE FOR RESALE	JOHNSON TIRE SERVICE		43.00
				Check Total:		43.00
128644	06/17/2026	702 CENTRAL SERVICES ISF	MERCHANDISE FOR RESALE	JOHNSON TRACTOR		199.95
				Check Total:		199.95
128645	06/17/2026	101 GENERAL FUND	ARTS AND CULTURE COMMISSION	JESSICA ZUEHLKE		1,200.00
				Check Total:		1,200.00
128646	06/17/2026	211 LIBRARY	OTHER OPERATING SUPPLIES NOC	KENT ADHESIVE PRODUCTS COMPANY		279.73
				Check Total:		279.73
128647	06/17/2026	101 GENERAL FUND	LANDSCAPING/GROUNDS MAINT	KNUTSON CONSTRUCTION SERVICES ROCHI		24,900.00
				Check Total:		24,900.00
128648	06/17/2026	705 RISK MGMT ISF-INSURANCE	WORKERS' COMPENSATION INS	LEAGUE OF MN CITIES INSURANCE TRUST		124,205.00
				Check Total:		124,205.00
128649	06/17/2026	605 MARINA	REPAIRS & MAINTENANCE NOC	LODERMEIER'S SALES & SERVICE		1,358.61

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
				Check Total:		1,358.61
128650	06/17/2026	101 GENERAL FUND	ARTS AND CULTURE COMMISSION	LORA SKELTON		1,200.00
				Check Total:		1,200.00
128651	06/17/2026	101 GENERAL FUND	CONTRACTUAL SERVICES	LUHMAN'S CONSTRUCTION CO INC		120.00
128651	06/17/2026	652 STORM WATER	EQUIPMENT USAGE - EXTERNAL	LUHMAN'S CONSTRUCTION CO INC		135.00
128651	06/17/2026	652 STORM WATER	CONTRACTUAL SERVICES	LUHMAN'S CONSTRUCTION CO INC		594.63
128651	06/17/2026	808 CANNON VALLEY TRAIL	CRUSHED ROCK	LUHMAN'S CONSTRUCTION CO INC		14.59
128651	06/17/2026	652 STORM WATER	CONTRACTUAL SERVICES	LUHMAN'S CONSTRUCTION CO INC		594.00
128651	06/17/2026	101 GENERAL FUND	CONTRACTUAL SERVICES	LUHMAN'S CONSTRUCTION CO INC		560.00
128651	06/17/2026	101 GENERAL FUND	OTHER PROF SERVICES NOC	LUHMAN'S CONSTRUCTION CO INC		4,125.00
128651	06/17/2026	101 GENERAL FUND	OTHER PROF SERVICES NOC	LUHMAN'S CONSTRUCTION CO INC		7,575.00
				Check Total:		13,718.22
128652	06/17/2026	236 PORT AUTHORITY	CONTRACTUAL SERVICES	AUSTIN PERKINS		1,335.00
				Check Total:		1,335.00
128653	06/17/2026	600 REFUSE COLLECTION & RECYC	PHYSICALS	MAYO CLINIC		109.75
128653	06/17/2026	101 GENERAL FUND	PHYSICALS	MAYO CLINIC		57.00
128653	06/17/2026	101 GENERAL FUND	OTHER PROF SERVICES NOC	MAYO CLINIC		109.75
128653	06/17/2026	101 GENERAL FUND	OTHER PROF SERVICES NOC	MAYO CLINIC		109.75
128653	06/17/2026	101 GENERAL FUND	OTHER PROF SERVICES NOC	MAYO CLINIC		44.00
128653	06/17/2026	101 GENERAL FUND	OTHER PROF SERVICES NOC	MAYO CLINIC		44.00
128653	06/17/2026	101 GENERAL FUND	PHYSICALS	MAYO CLINIC		217.00
128653	06/17/2026	101 GENERAL FUND	PHYSICALS	MAYO CLINIC		57.00
128653	06/17/2026	101 GENERAL FUND	PHYSICALS	MAYO CLINIC		57.00
128653	06/17/2026	602 SEWER UTILITY	TESTING SERVICES	MAYO CLINIC		109.75
128653	06/17/2026	101 GENERAL FUND	OTHER PROF SERVICES NOC	MAYO CLINIC		44.00
				Check Total:		959.00
128654	06/17/2026	808 CANNON VALLEY TRAIL	OTHER REPAIR & MAINTENANCE SUP	MENARD		102.43
128654	06/17/2026	808 CANNON VALLEY TRAIL	OTHER REPAIR & MAINTENANCE SUP	MENARD		106.25
128654	06/17/2026	808 CANNON VALLEY TRAIL	OTHER REPAIR & MAINTENANCE SUP	MENARD		283.54
				Check Total:		492.22
128655	06/17/2026	101 GENERAL FUND	OTHER OPERATING SUPPLIES NOC	MENARDS		6.29
128655	06/17/2026	101 GENERAL FUND	OTHER OPERATING SUPPLIES NOC	MENARDS		49.30
128655	06/17/2026	101 GENERAL FUND	OTHER OPERATING SUPPLIES NOC	MENARDS		25.93
128655	06/17/2026	601 WATER UTILITY	OTHER OPERATING SUPPLIES NOC	MENARDS		66.98
128655	06/17/2026	101 GENERAL FUND	OTHER OPERATING SUPPLIES NOC	MENARDS		57.79

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
128655	06/17/2026	101 GENERAL FUND	OTHER OPERATING SUPPLIES NOC	MENARDS		24.98
128655	06/17/2026	602 SEWER UTILITY	BUILDING REPAIR & MAINTENANCE	MENARDS		55.34
128655	06/17/2026	101 GENERAL FUND	BUILDING REPAIR SUPPLIES	MENARDS		29.64
128655	06/17/2026	101 GENERAL FUND	FIRE EQUIPMENT	MENARDS		17.99
128655	06/17/2026	101 GENERAL FUND	OTHER OPERATING SUPPLIES NOC	MENARDS		21.18
128655	06/17/2026	602 SEWER UTILITY	BUILDING REPAIR SUPPLIES	MENARDS		17.56
128655	06/17/2026	602 SEWER UTILITY	BUILDING REPAIR SUPPLIES	MENARDS		142.15
128655	06/17/2026	209 AIRPORT	MISCELLANEOUS EQUIPMENT PARTS	MENARDS		4.98
128655	06/17/2026	101 GENERAL FUND	OTHER OPERATING SUPPLIES NOC	MENARDS		8.58
128655	06/17/2026	101 GENERAL FUND	OTHER OPERATING SUPPLIES NOC	MENARDS		89.35
128655	06/17/2026	101 GENERAL FUND	OTHER OPERATING SUPPLIES NOC	MENARDS		44.46
128655	06/17/2026	101 GENERAL FUND	OTHER OPERATING SUPPLIES NOC	MENARDS		179.85
128655	06/17/2026	101 GENERAL FUND	OTHER OPERATING SUPPLIES NOC	MENARDS		297.86
128655	06/17/2026	101 GENERAL FUND	OTHER OPERATING SUPPLIES NOC	MENARDS		94.62
128655	06/17/2026	101 GENERAL FUND	BUILDING REPAIR SUPPLIES	MENARDS		35.72
128655	06/17/2026	101 GENERAL FUND	OTHER OPERATING SUPPLIES NOC	MENARDS		2.98
128655	06/17/2026	652 STORM WATER	OTHER OPERATING SUPPLIES NOC	MENARDS		17.52
128655	06/17/2026	101 GENERAL FUND	BUILDING REPAIR SUPPLIES	MENARDS		109.99
128655	06/17/2026	101 GENERAL FUND	OTHER OPERATING SUPPLIES NOC	MENARDS		7.99
128655	06/17/2026	101 GENERAL FUND	OTHER OPERATING SUPPLIES NOC	MENARDS		106.38
128655	06/17/2026	101 GENERAL FUND	OTHER OPERATING SUPPLIES NOC	MENARDS		12.16
128655	06/17/2026	728 ENGINEERING ISF	SAFETY EQUIPMENT	MENARDS		19.99
128655	06/17/2026	101 GENERAL FUND	OTHER OPERATING SUPPLIES NOC	MENARDS		52.92
128655	06/17/2026	702 CENTRAL SERVICES ISF	MERCHANDISE FOR RESALE	MENARDS		-59.97
128655	06/17/2026	211 LIBRARY	OTHER OPERATING SUPPLIES NOC	MENARDS		43.17
128655	06/17/2026	101 GENERAL FUND	OTHER OPERATING SUPPLIES NOC	MENARDS		11.68
128655	06/17/2026	209 AIRPORT	BUILDING REPAIR SUPPLIES	MENARDS		31.45
128655	06/17/2026	101 GENERAL FUND	CLEANING SUPPLIES	MENARDS		31.44
128655	06/17/2026	101 GENERAL FUND	OTHER OPERATING SUPPLIES NOC	MENARDS		69.99
128655	06/17/2026	101 GENERAL FUND	OTHER OPERATING SUPPLIES NOC	MENARDS		47.45
128655	06/17/2026	101 GENERAL FUND	OTHER OPERATING SUPPLIES NOC	MENARDS		25.94
128655	06/17/2026	101 GENERAL FUND	OTHER OPERATING SUPPLIES NOC	MENARDS		26.98
128655	06/17/2026	101 GENERAL FUND	OTHER OPERATING SUPPLIES NOC	MENARDS		3.68
128655	06/17/2026	101 GENERAL FUND	OTHER OPERATING SUPPLIES NOC	MENARDS		7.98
				Check Total:		1,840.27
128656	06/17/2026	701 ADMIN SERVICES ISF	CONTRACTUAL SERVICES	DAVID MERIDIAN CONSULTING GROUP LLC		450.00
				Check Total:		450.00
128657	06/17/2026	101 GENERAL FUND	OTHER MISCELLANEOUS OPERATING	MN DEPT OF NATURAL RESOURCES		1,700.00
				Check Total:		1,700.00

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
128658	06/17/2026	101 GENERAL FUND	SUBSCRIPTIONS	OFFICE OF MN IT SERVICES		262.50
128658	06/17/2026	710 INFORMATION SERVICES ISF	DATA PROCESSING EQUIP RENTAL	OFFICE OF MN IT SERVICES		158.42
				Check Total:		420.92
128659	06/17/2026	211 LIBRARY	MILEAGE REIMBURSEMENT	MEGAN SEELAND		16.82
				Check Total:		16.82
128660	06/17/2026	702 CENTRAL SERVICES ISF	MERCHANDISE FOR RESALE	MTI DISTRIBUTING CO		472.28
				Check Total:		472.28
128661	06/17/2026	101 GENERAL FUND	MEALS	MICHAEL WARNER		68.00
				Check Total:		68.00
128662	06/17/2026	702 CENTRAL SERVICES ISF	MERCHANDISE FOR RESALE	NICOLAI REPAIR		72.93
				Check Total:		72.93
128663	06/17/2026	101 GENERAL FUND	CONCRETE	CEMSTONE PRODUCTS COMPANY		471.75
128663	06/17/2026	652 STORM WATER	CONCRETE	CEMSTONE PRODUCTS COMPANY		243.00
128663	06/17/2026	101 GENERAL FUND	CONCRETE	CEMSTONE PRODUCTS COMPANY		82.30
128663	06/17/2026	101 GENERAL FUND	CONCRETE	CEMSTONE PRODUCTS COMPANY		426.00
128663	06/17/2026	702 CENTRAL SERVICES ISF	MERCHANDISE FOR RESALE	CEMSTONE PRODUCTS COMPANY		426.00
128663	06/17/2026	101 GENERAL FUND	OTHER OPERATING SUPPLIES NOC	CEMSTONE PRODUCTS COMPANY		337.84
128663	06/17/2026	101 GENERAL FUND	CONCRETE	CEMSTONE PRODUCTS COMPANY		243.00
128663	06/17/2026	702 CENTRAL SERVICES ISF	MERCHANDISE FOR RESALE	CEMSTONE PRODUCTS COMPANY		700.50
128663	06/17/2026	601 WATER UTILITY	CONCRETE	CEMSTONE PRODUCTS COMPANY		243.00
128663	06/17/2026	652 STORM WATER	CONCRETE	CEMSTONE PRODUCTS COMPANY		517.50
128663	06/17/2026	601 WATER UTILITY	CONCRETE	CEMSTONE PRODUCTS COMPANY		609.00
128663	06/17/2026	601 WATER UTILITY	CONCRETE	CEMSTONE PRODUCTS COMPANY		517.50
128663	06/17/2026	652 STORM WATER	CONCRETE	CEMSTONE PRODUCTS COMPANY		243.00
128663	06/17/2026	652 STORM WATER	CONCRETE	CEMSTONE PRODUCTS COMPANY		334.50
128663	06/17/2026	101 GENERAL FUND	CONCRETE	CEMSTONE PRODUCTS COMPANY		426.00
128663	06/17/2026	101 GENERAL FUND	WATER	CEMSTONE PRODUCTS COMPANY		243.00
128663	06/17/2026	652 STORM WATER	CONCRETE	CEMSTONE PRODUCTS COMPANY		243.00
128663	06/17/2026	702 CENTRAL SERVICES ISF	MERCHANDISE FOR RESALE	CEMSTONE PRODUCTS COMPANY		426.00
128663	06/17/2026	101 GENERAL FUND	CONCRETE	CEMSTONE PRODUCTS COMPANY		609.00
128663	06/17/2026	652 STORM WATER	CONCRETE	CEMSTONE PRODUCTS COMPANY		380.25
128663	06/17/2026	101 GENERAL FUND	CONCRETE	CEMSTONE PRODUCTS COMPANY		143.10
128663	06/17/2026	101 GENERAL FUND	CONCRETE	CEMSTONE PRODUCTS COMPANY		159.65
				Check Total:		8,024.89
128664	06/17/2026	808 CANNON VALLEY TRAIL	TELEPHONE	SLEEPY EYE TELEPHONE COMPANY		166.23

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
				Check Total:		166.23
128665	06/17/2026	211 LIBRARY	BOOKS	NEW YORK TIMES		1,353.24
				Check Total:		1,353.24
128666	06/17/2026	808 CANNON VALLEY TRAIL	MOTOR VEHICLE REPAIR SUPPLIES	O'REILLY AUTOMOTIVE INC		46.65
128666	06/17/2026	808 CANNON VALLEY TRAIL	MOTOR VEHICLE REPAIR SUPPLIES	O'REILLY AUTOMOTIVE INC		232.68
128666	06/17/2026	808 CANNON VALLEY TRAIL	MOTOR VEHICLE REPAIR SUPPLIES	O'REILLY AUTOMOTIVE INC		79.67
				Check Total:		359.00
128667	06/17/2026	236 PORT AUTHORITY	MARKETING & PROMOTION	O'ROURKE MEDIA GROUP		450.00
				Check Total:		450.00
128668	06/17/2026	728 ENGINEERING ISF	CONTRACTUAL SERVICES-STREETS	PEMBER COMPANIES, INC		4,912.90
				Check Total:		4,912.90
128669	06/17/2026	211 LIBRARY	BOOKS	PLAYAWAY PRODUCTS, LLC		24.99
128669	06/17/2026	211 LIBRARY	BOOKS	PLAYAWAY PRODUCTS, LLC		24.99
				Check Total:		49.98
128670	06/17/2026	101 GENERAL FUND	OTHER PROF SERVICES NOC	PLUNKETT'S PEST CONTROL		55.00
				Check Total:		55.00
128671	06/17/2026	101 GENERAL FUND	BUILDING IMPROVEMENTS	PROJECT RESTORATIONS INC		4,297.32
128671	06/17/2026	101 GENERAL FUND	BUILDING IMPROVEMENTS	PROJECT RESTORATIONS INC		5,940.90
128671	06/17/2026	101 GENERAL FUND	BUILDING IMPROVEMENTS	PROJECT RESTORATIONS INC		2,062.41
				Check Total:		12,300.63
128672	06/17/2026	808 CANNON VALLEY TRAIL	OFFICE ACCESSORIES	QUILL CORPORATION		18.99
				Check Total:		18.99
128673	06/17/2026	101 GENERAL FUND	STREET MAINTENANCE MATERIALS	RCM EQUIPMENT COMPANY LLC		380.63
				Check Total:		380.63
128674	06/17/2026	101 GENERAL FUND	OTHER OPERATING SUPPLIES NOC	NICK RIES		81.30
				Check Total:		81.30
128675	06/17/2026	652 STORM WATER	DISTRIBUTION REPAIR SUPPLIES	RIPLEY RENTAL AND SALES INC		259.00

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
				Check Total:		259.00
128676	06/17/2026	603 SOLID WASTE	MISCELLANEOUS EQUIPMENT PARTS	RONCO ENGINEERING INC		400.86
				Check Total:		400.86
128677	06/17/2026	236 PORT AUTHORITY	MEALS	RED WING AREA CHAMBER OF COMMERCE		50.00
128677	06/17/2026	701 ADMIN SERVICES ISF	REGISTRATION & TUITION	RED WING AREA CHAMBER OF COMMERCE		50.00
128677	06/17/2026	701 ADMIN SERVICES ISF	REGISTRATION & TUITION	RED WING AREA CHAMBER OF COMMERCE		50.00
128677	06/17/2026	701 ADMIN SERVICES ISF	REGISTRATION & TUITION	RED WING AREA CHAMBER OF COMMERCE		120.00
128677	06/17/2026	101 GENERAL FUND	REGISTRATION & TUITION	RED WING AREA CHAMBER OF COMMERCE		50.00
128677	06/17/2026	101 GENERAL FUND	REGISTRATION & TUITION	RED WING AREA CHAMBER OF COMMERCE		100.00
				Check Total:		420.00
128678	06/17/2026	101 GENERAL FUND	CONTRACTUAL SERVICES	RED WING AMATEUR BASEBALL ASSOCIATI(		1,403.31
				Check Total:		1,403.31
128679	06/17/2026	236 PORT AUTHORITY	CONTRACTUAL SERVICES	ENGINEERING ARTS INC		922.00
				Check Total:		922.00
128680	06/17/2026	602 SEWER UTILITY	SAFETY EQUIPMENT	RED WING SHOE STORE		229.49
128680	06/17/2026	101 GENERAL FUND	SAFETY EQUIPMENT	RED WING SHOE STORE		234.98
128680	06/17/2026	602 SEWER UTILITY	SAFETY EQUIPMENT	RED WING SHOE STORE		242.24
128680	06/17/2026	101 GENERAL FUND	SAFETY EQUIPMENT	RED WING SHOE STORE		250.00
128680	06/17/2026	601 WATER UTILITY	SAFETY EQUIPMENT	RED WING SHOE STORE		242.24
128680	06/17/2026	602 SEWER UTILITY	SAFETY EQUIPMENT	RED WING SHOE STORE		225.24
128680	06/17/2026	601 WATER UTILITY	SAFETY EQUIPMENT	RED WING SHOE STORE		250.00
128680	06/17/2026	702 CENTRAL SERVICES ISF	SAFETY EQUIPMENT	RED WING SHOE STORE		216.74
				Check Total:		1,890.93
128681	06/17/2026	101 GENERAL FUND	LANDSCAPING MATERIALS	SARGENTS NURSERY INC		6,879.93
				Check Total:		6,879.93
128682	06/17/2026	101 GENERAL FUND	MAINTENANCE SERVICE AGREEMENT	Schumacher Elevator Inc.		1,195.89
128682	06/17/2026	101 GENERAL FUND	MAINTENANCE SERVICE AGREEMENT	Schumacher Elevator Inc.		1,195.89
128682	06/17/2026	101 GENERAL FUND	MAINTENANCE SERVICE AGREEMENT	Schumacher Elevator Inc.		1,195.89
128682	06/17/2026	101 GENERAL FUND	MAINTENANCE SERVICE AGREEMENT	Schumacher Elevator Inc.		1,195.89
128682	06/17/2026	211 LIBRARY	MAINTENANCE SERVICE AGREEMENT	Schumacher Elevator Inc.		1,195.89
128682	06/17/2026	101 GENERAL FUND	MAINTENANCE SERVICE AGREEMENT	Schumacher Elevator Inc.		1,195.89
128682	06/17/2026	601 WATER UTILITY	BUILDING REPAIR & MAINTENANCE	Schumacher Elevator Inc.		1,195.89
128682	06/17/2026	101 GENERAL FUND	MAINTENANCE SERVICE AGREEMENT	Schumacher Elevator Inc.		1,195.89

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
128682	06/17/2026	602 SEWER UTILITY	BUILDING REPAIR & MAINTENANCE	Schumacher Elevator Inc.		1,195.89
128682	06/17/2026	101 GENERAL FUND	MAINTENANCE SERVICE AGREEMENT	Schumacher Elevator Inc.		1,195.89
				Check Total:		11,958.90
128683	06/17/2026	419 RIVER REN PHASE II River trls	OTHER PROF SERVICES NOC	SHORT-ELLIOTT-HENDRICKSON INC		1,050.91
128683	06/17/2026	410 AIRPORT CAPITAL PROJECTS	IMPROVEMENTS OTHER THAN BLDG	SHORT-ELLIOTT-HENDRICKSON INC		8,120.00
128683	06/17/2026	410 AIRPORT CAPITAL PROJECTS	IMPROVEMENTS OTHER THAN BLDG	SHORT-ELLIOTT-HENDRICKSON INC		2,145.00
				Check Total:		11,315.91
128684	06/17/2026	708 RISK MGMT ISF -HOSPITALIZAT	OTHER MISCELLANEOUS OPERATING	SOUTHEAST SERVICE COOPERATIVE		435.00
				Check Total:		435.00
128685	06/17/2026	705 RISK MGMT ISF-INSURANCE	INSURANCE PREMIUMS	SFM INSURANCE COMPANY		474.00
				Check Total:		474.00
128686	06/17/2026	215 ART & PLACEMAKING	CONTRACTUAL SERVICES	RED WING BRASS BAND		1,000.00
				Check Total:		1,000.00
128687	06/17/2026	808 CANNON VALLEY TRAIL	DUES & MEMBERSHIPS	SE MN ASSOC REGIONAL TRAILS		25.00
				Check Total:		25.00
128688	06/17/2026	702 CENTRAL SERVICES ISF	COMPUTER & SYSTEM SOFTWARE	WESLEY KORUM		2,542.76
				Check Total:		2,542.76
128689	06/17/2026	291 BUILDING INSPECTION	REGISTRATION & TUITION	SCOTT SAFE		80.00
				Check Total:		80.00
128690	06/17/2026	101 GENERAL FUND	REGISTRATION & TUITION	CITY OF ST PAUL		250.00
				Check Total:		250.00
128691	06/17/2026	101 GENERAL FUND	FIRE ARMS & SHOOTING SUPPLIES	STREICHER'S INC		199.99
				Check Total:		199.99
128692	06/17/2026	603 SOLID WASTE	SAFETY EQUIPMENT	STRUSS OPTICAL		250.00
128692	06/17/2026	101 GENERAL FUND	MOTOR VEHICLE REPAIR SUPPLIES	STRUSS OPTICAL		250.00
				Check Total:		500.00
128693	06/17/2026	101 GENERAL FUND	OTHER MISCELLANEOUS OPERATING	TALOS DYNAMICS TALOS DYNAMICS LLC		7,254.95

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
				Check Total:		7,254.95
128694	06/17/2026	602 SEWER UTILITY	SLUDGE DISPOSAL	THOMAS C BRYAN		5,340.10
				Check Total:		5,340.10
128695	06/17/2026	702 CENTRAL SERVICES ISF	MERCHANDISE FOR RESALE	TERMINAL SUPPLY COMPANY		331.57
				Check Total:		331.57
128696	06/17/2026	101 GENERAL FUND	OTHER PROF SERVICES NOC	TIMESAVER OFF SITE SECRETARIAL		178.00
128696	06/17/2026	101 GENERAL FUND	OTHER PROF SERVICES NOC	TIMESAVER OFF SITE SECRETARIAL		433.50
128696	06/17/2026	101 GENERAL FUND	OTHER PROF SERVICES NOC	TIMESAVER OFF SITE SECRETARIAL		441.50
128696	06/17/2026	101 GENERAL FUND	OTHER PROF SERVICES NOC	TIMESAVER OFF SITE SECRETARIAL		178.00
128696	06/17/2026	101 GENERAL FUND	OTHER PROF SERVICES NOC	TIMESAVER OFF SITE SECRETARIAL		178.00
128696	06/17/2026	101 GENERAL FUND	OTHER PROF SERVICES NOC	TIMESAVER OFF SITE SECRETARIAL		302.50
				Check Total:		1,711.50
128697	06/17/2026	101 GENERAL FUND	COMPUTER & SYSTEM SOFTWARE	TRACKER PRODUCTS LLC		934.90
				Check Total:		934.90
128698	06/17/2026	651 WATER REPLACEMENT	ACCOUNTS PAYABLE	JOSEPH W II GAGNON & KAYLA M LATURNUS		9.54
128698	06/17/2026	650 SANITARY SEWER REPLACEME	ACCOUNTS PAYABLE	JOSEPH W II GAGNON & KAYLA M LATURNUS		8.09
128698	06/17/2026	601 WATER UTILITY	ACCOUNTS PAYABLE	JOSEPH W II GAGNON & KAYLA M LATURNUS		26.02
128698	06/17/2026	600 REFUSE COLLECTION & RECYC	ACCOUNTS PAYABLE	JOSEPH W II GAGNON & KAYLA M LATURNUS		0.36
128698	06/17/2026	600 REFUSE COLLECTION & RECYC	ACCOUNTS PAYABLE	JOSEPH W II GAGNON & KAYLA M LATURNUS		4.84
128698	06/17/2026	602 SEWER UTILITY	ACCOUNTS PAYABLE	JOSEPH W II GAGNON & KAYLA M LATURNUS		22.36
128698	06/17/2026	652 STORM WATER	ACCOUNTS PAYABLE	JOSEPH W II GAGNON & KAYLA M LATURNUS		4.29
128698	06/17/2026	600 REFUSE COLLECTION & RECYC	ACCOUNTS PAYABLE	JOSEPH W II GAGNON & KAYLA M LATURNUS		0.51
128698	06/17/2026	600 REFUSE COLLECTION & RECYC	ACCOUNTS PAYABLE	JOSEPH W II GAGNON & KAYLA M LATURNUS		2.40
128698	06/17/2026	600 REFUSE COLLECTION & RECYC	ACCOUNTS PAYABLE	JOSEPH W II GAGNON & KAYLA M LATURNUS		1.97
				Check Total:		80.38
128699	06/17/2026	602 SEWER UTILITY	ACCOUNTS PAYABLE	HOLLY L WARD		50.19
128699	06/17/2026	601 WATER UTILITY	ACCOUNTS PAYABLE	HOLLY L WARD		58.39
128699	06/17/2026	600 REFUSE COLLECTION & RECYC	ACCOUNTS PAYABLE	HOLLY L WARD		1.57
128699	06/17/2026	600 REFUSE COLLECTION & RECYC	ACCOUNTS PAYABLE	HOLLY L WARD		1.10
128699	06/17/2026	600 REFUSE COLLECTION & RECYC	ACCOUNTS PAYABLE	HOLLY L WARD		14.89
128699	06/17/2026	652 STORM WATER	ACCOUNTS PAYABLE	HOLLY L WARD		13.19
128699	06/17/2026	600 REFUSE COLLECTION & RECYC	ACCOUNTS PAYABLE	HOLLY L WARD		7.37
128699	06/17/2026	650 SANITARY SEWER REPLACEME	ACCOUNTS PAYABLE	HOLLY L WARD		27.35
128699	06/17/2026	651 WATER REPLACEMENT	ACCOUNTS PAYABLE	HOLLY L WARD		32.24
128699	06/17/2026	600 REFUSE COLLECTION & RECYC	ACCOUNTS PAYABLE	HOLLY L WARD		6.05

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
				Check Total:		212.34
128700	06/17/2026	650 SANITARY SEWER REPLACEME	ACCOUNTS PAYABLE	EKBLAD EXCAVATING LLC		9.51
128700	06/17/2026	601 WATER UTILITY	ACCOUNTS PAYABLE	EKBLAD EXCAVATING LLC		1.34
128700	06/17/2026	652 STORM WATER	ACCOUNTS PAYABLE	EKBLAD EXCAVATING LLC		5.35
128700	06/17/2026	602 SEWER UTILITY	ACCOUNTS PAYABLE	EKBLAD EXCAVATING LLC		5.88
128700	06/17/2026	601 WATER UTILITY	ACCOUNTS PAYABLE	EKBLAD EXCAVATING LLC		6.85
128700	06/17/2026	651 WATER REPLACEMENT	ACCOUNTS PAYABLE	EKBLAD EXCAVATING LLC		11.21
				Check Total:		40.14
128701	06/17/2026	605 MARINA	REPAIRS & MAINTENANCE NOC	ULINE INC		143.61
				Check Total:		143.61
128702	06/17/2026	101 GENERAL FUND	REGISTRATION & TUITION	REGENTS OF THE U OF M UNIVERSITY OF MI		250.00
				Check Total:		250.00
128703	06/17/2026	236 PORT AUTHORITY	MARKETING & PROMOTION	CHARLES QUIRK		12,000.00
				Check Total:		12,000.00
128704	06/17/2026	309 $6,740,000 G.O. BONDS 2017A	PAYING AGENT FEES	US BANK		575.00
128704	06/17/2026	306 $7,735,000 G.O. BONDS 2015A	PAYING AGENT FEES	US BANK		750.00
				Check Total:		1,325.00
128705	06/17/2026	808 CANNON VALLEY TRAIL	OTHER PROF SERVICES NOC	VISA		0.79
128705	06/17/2026	808 CANNON VALLEY TRAIL	PRINTED FORMS & PAPER	VISA		262.11
128705	06/17/2026	808 CANNON VALLEY TRAIL	OTHER PROF SERVICES NOC	VISA		166.25
128705	06/17/2026	808 CANNON VALLEY TRAIL	OTHER PROF SERVICES NOC	VISA		21.46
128705	06/17/2026	808 CANNON VALLEY TRAIL	OTHER PROF SERVICES NOC	VISA		166.25
128705	06/17/2026	808 CANNON VALLEY TRAIL	OTHER OFFICE SUPPLIES NOC	VISA		70.00
				Check Total:		686.86
128706	06/17/2026	215 ART & PLACEMAKING	CONTRACTUAL SERVICES	VOXNETWORK USA LLC		313.00
				Check Total:		313.00
128707	06/17/2026	209 AIRPORT	LICENSES & PERMITS	WI DNR		125.00
				Check Total:		125.00
128708	06/17/2026	101 GENERAL FUND	UNIFORM ALLOWANCE	WITMER PUBLIC SAFETY GROUP INC		144.74

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
					Check Total:	144.74
128709	06/17/2026	603 SOLID WASTE	OTHER OPERATING SUPPLIES NOC	WW GRAINGER INC		627.29
					Check Total:	627.29
128710	06/17/2026	808 CANNON VALLEY TRAIL	ELECTRICAL UTILITIES	XCEL ENERGY		9.33
					Check Total:	9.33
128711	06/17/2026	101 GENERAL FUND	ELECTRICAL UTILITIES	XCEL ENERGY INC		886.96
128711	06/17/2026	101 GENERAL FUND	ELECTRICAL UTILITIES	XCEL ENERGY INC		265.96
128711	06/17/2026	101 GENERAL FUND	ELECTRICAL UTILITIES	XCEL ENERGY INC		492.71
128711	06/17/2026	601 WATER UTILITY	GAS UTILITIES	XCEL ENERGY INC		1,494.57
128711	06/17/2026	101 GENERAL FUND	ELECTRICAL UTILITIES	XCEL ENERGY INC		23.99
128711	06/17/2026	602 SEWER UTILITY	GAS UTILITIES	XCEL ENERGY INC		589.93
128711	06/17/2026	101 GENERAL FUND	GAS UTILITIES	XCEL ENERGY INC		40.57
128711	06/17/2026	101 GENERAL FUND	GAS UTILITIES	XCEL ENERGY INC		126.86
128711	06/17/2026	101 GENERAL FUND	ELECTRICAL UTILITIES	XCEL ENERGY INC		1,819.88
128711	06/17/2026	101 GENERAL FUND	ELECTRICAL UTILITIES	XCEL ENERGY INC		183.88
128711	06/17/2026	101 GENERAL FUND	GAS UTILITIES	XCEL ENERGY INC		328.04
128711	06/17/2026	101 GENERAL FUND	ELECTRICAL UTILITIES	XCEL ENERGY INC		483.43
128711	06/17/2026	101 GENERAL FUND	ELECTRICAL UTILITIES	XCEL ENERGY INC		56.34
128711	06/17/2026	101 GENERAL FUND	GAS UTILITIES	XCEL ENERGY INC		364.34
128711	06/17/2026	101 GENERAL FUND	GAS UTILITIES	XCEL ENERGY INC		105.90
128711	06/17/2026	602 SEWER UTILITY	ELECTRICAL UTILITIES	XCEL ENERGY INC		999.25
128711	06/17/2026	101 GENERAL FUND	ELECTRICAL UTILITIES	XCEL ENERGY INC		1,657.06
128711	06/17/2026	101 GENERAL FUND	ELECTRICAL UTILITIES	XCEL ENERGY INC		1,391.00
128711	06/17/2026	101 GENERAL FUND	GAS UTILITIES	XCEL ENERGY INC		202.00
128711	06/17/2026	421 OLD WEST MAIN ED PARKING I	GAS UTILITIES	XCEL ENERGY INC		23.87
128711	06/17/2026	101 GENERAL FUND	ELECTRICAL UTILITIES	XCEL ENERGY INC		725.52
128711	06/17/2026	101 GENERAL FUND	ELECTRICAL UTILITIES	XCEL ENERGY INC		2,980.91
128711	06/17/2026	101 GENERAL FUND	ELECTRICAL UTILITIES	XCEL ENERGY INC		476.90
128711	06/17/2026	101 GENERAL FUND	GAS UTILITIES	XCEL ENERGY INC		28.99
128711	06/17/2026	601 WATER UTILITY	ELECTRICAL UTILITIES	XCEL ENERGY INC		15.42
128711	06/17/2026	211 LIBRARY	ELECTRICAL UTILITIES	XCEL ENERGY INC		2,023.35
128711	06/17/2026	101 GENERAL FUND	GAS UTILITIES	XCEL ENERGY INC		214.52
128711	06/17/2026	101 GENERAL FUND	ELECTRICAL UTILITIES	XCEL ENERGY INC		1,642.16
128711	06/17/2026	211 LIBRARY	GAS UTILITIES	XCEL ENERGY INC		563.01
128711	06/17/2026	602 SEWER UTILITY	GAS UTILITIES	XCEL ENERGY INC		1,095.27
128711	06/17/2026	101 GENERAL FUND	GAS UTILITIES	XCEL ENERGY INC		23.24
128711	06/17/2026	421 OLD WEST MAIN ED PARKING I	ELECTRIC UTILITIES	XCEL ENERGY INC		30.57
128711	06/17/2026	601 WATER UTILITY	ELECTRICAL UTILITIES	XCEL ENERGY INC		22,576.12
128711	06/17/2026	101 GENERAL FUND	ELECTRICAL UTILITIES	XCEL ENERGY INC		321.11

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
128711	06/17/2026	605 MARINA	ELECTRICAL UTILITIES	XCEL ENERGY INC		2,850.84
128711	06/17/2026	101 GENERAL FUND	ELECTRICAL UTILITIES	XCEL ENERGY INC		646.96
128711	06/17/2026	101 GENERAL FUND	ELECTRICAL UTILITIES	XCEL ENERGY INC		85.14
128711	06/17/2026	101 GENERAL FUND	ELECTRICAL UTILITIES	XCEL ENERGY INC		663.67
128711	06/17/2026	101 GENERAL FUND	ELECTRICAL UTILITIES	XCEL ENERGY INC		1,064.81
128711	06/17/2026	101 GENERAL FUND	ELECTRICAL UTILITIES	XCEL ENERGY INC		2,664.24
128711	06/17/2026	602 SEWER UTILITY	GAS UTILITIES	XCEL ENERGY INC		63.74
128711	06/17/2026	600 REFUSE COLLECTION & RECYC	ELECTRICAL UTILITIES	XCEL ENERGY INC		84.09
128711	06/17/2026	602 SEWER UTILITY	ELECTRICAL UTILITIES	XCEL ENERGY INC		3,482.25
128711	06/17/2026	101 GENERAL FUND	GAS UTILITIES	XCEL ENERGY INC		23.24
128711	06/17/2026	601 WATER UTILITY	GAS UTILITIES	XCEL ENERGY INC		4.77
128711	06/17/2026	603 SOLID WASTE	ELECTRICAL UTILITIES	XCEL ENERGY INC		7,788.70
128711	06/17/2026	602 SEWER UTILITY	ELECTRICAL UTILITIES	XCEL ENERGY INC		8,166.62
128711	06/17/2026	101 GENERAL FUND	GAS UTILITIES	XCEL ENERGY INC		1,666.63
					Check Total:	73,509.33
128712	06/17/2026	101 GENERAL FUND	ELECTRICAL UTILITIES	XCEL ENERGY		16.37
					Check Total:	16.37
128713	06/17/2026	603 SOLID WASTE	MOTOR FUELS	ZAHL-PETROLEUM MAINT. CO. DIV OF DAN I		2,295.00
					Check Total:	2,295.00
					Report Total:	884,220.32

Accounts Payable

Checks for Approval

User: ljohnson
Printed: 7/8/2026 - 1:58 PM

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
128945	07/08/2026	708 RISK MGMT ISF -HOSPITALIZAT	AFLAC INSURANCE PREMIUMS	CONTINENTAL AMERICAN INSURANCE GROI		1,846.46
					Check Total:	1,846.46
128946	07/08/2026	701 ADMIN SERVICES ISF	PRINTED FORMS & PAPER	ALLEGRA		40.28
					Check Total:	40.28
128947	07/08/2026	101 GENERAL FUND	AWARDS	AMAZON.COM SALES INC		26.99
128947	07/08/2026	101 GENERAL FUND	AWARDS	AMAZON.COM SALES INC		400.00
128947	07/08/2026	603 SOLID WASTE	TELEPHONE	AMAZON.COM SALES INC		-15.09
128947	07/08/2026	101 GENERAL FUND	AWARDS	AMAZON.COM SALES INC		17.59
128947	07/08/2026	101 GENERAL FUND	FIRE ARMS & SHOOTING SUPPLIES	AMAZON.COM SALES INC		16.99
128947	07/08/2026	101 GENERAL FUND	AWARDS	AMAZON.COM SALES INC		214.49
128947	07/08/2026	701 ADMIN SERVICES ISF	OTHER OPERATING SUPPLIES NOC	AMAZON.COM SALES INC		417.23
128947	07/08/2026	701 ADMIN SERVICES ISF	OTHER OPERATING SUPPLIES NOC	AMAZON.COM SALES INC		558.96
128947	07/08/2026	101 GENERAL FUND	AWARDS	AMAZON.COM SALES INC		57.78
128947	07/08/2026	101 GENERAL FUND	TELEPHONE	AMAZON.COM SALES INC		-15.09
					Check Total:	1,679.85
128948	07/08/2026	101 GENERAL FUND	ELECTRICAL UTILITIES	AMPION PBC		2,465.25
128948	07/08/2026	211 LIBRARY	ELECTRICAL UTILITIES	AMPION PBC		1,312.97
128948	07/08/2026	101 GENERAL FUND	ELECTRICAL UTILITIES	AMPION PBC		1,613.85
128948	07/08/2026	101 GENERAL FUND	ELECTRICAL UTILITIES	AMPION PBC		3,228.38
128948	07/08/2026	603 SOLID WASTE	ELECTRICAL UTILITIES	AMPION PBC		807.10
128948	07/08/2026	101 GENERAL FUND	ELECTRICAL UTILITIES	AMPION PBC		1,614.18
128948	07/08/2026	601 WATER UTILITY	ELECTRICAL UTILITIES	AMPION PBC		1,620.52
128948	07/08/2026	602 SEWER UTILITY	ELECTRICAL UTILITIES	AMPION PBC		805.12
128948	07/08/2026	211 LIBRARY	ELECTRICAL UTILITIES	AMPION PBC		1,620.52
128948	07/08/2026	603 SOLID WASTE	ELECTRICAL UTILITIES	AMPION PBC		4,697.71
128948	07/08/2026	602 SEWER UTILITY	ELECTRICAL UTILITIES	AMPION PBC		3,629.96
128948	07/08/2026	101 GENERAL FUND	ELECTRICAL UTILITIES	AMPION PBC		80.72
128948	07/08/2026	101 GENERAL FUND	ELECTRICAL UTILITIES	AMPION PBC		159.62
128948	07/08/2026	101 GENERAL FUND	ELECTRICAL UTILITIES	AMPION PBC		1,291.35

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
128948	07/08/2026	602 SEWER UTILITY	ELECTRICAL UTILITIES	AMPION PBC		1,972.21
128948	07/08/2026	602 SEWER UTILITY	ELECTRICAL UTILITIES	AMPION PBC		1,158.48
128948	07/08/2026	601 WATER UTILITY	ELECTRICAL UTILITIES	AMPION PBC		2,778.66
128948	07/08/2026	602 SEWER UTILITY	ELECTRICAL UTILITIES	AMPION PBC		5,487.09
128948	07/08/2026	601 WATER UTILITY	ELECTRICAL UTILITIES	AMPION PBC		726.38
					Check Total:	37,070.07
128949	07/08/2026	605 MARINA	ELECTRICAL UTILITIES	AMPION PBC		336.17
128949	07/08/2026	605 MARINA	ELECTRICAL UTILITIES	AMPION PBC		454.93
128949	07/08/2026	101 GENERAL FUND	ELECTRICAL UTILITIES	AMPION PBC		55.17
128949	07/08/2026	101 GENERAL FUND	ELECTRICAL UTILITIES	AMPION PBC		1,353.35
128949	07/08/2026	101 GENERAL FUND	ELECTRICAL UTILITIES	AMPION PBC		241.36
					Check Total:	2,440.98
128950	07/08/2026	701 ADMIN SERVICES ISF	OTHER PROF SERVICES NOC	ASL INTERPRETING SERVICES INC		190.50
					Check Total:	190.50
128951	07/08/2026	808 CANNON VALLEY TRAIL	TELEPHONE	AT&T MOBILITY II LLC		51.36
					Check Total:	51.36
128952	07/08/2026	601 WATER UTILITY	PROGRAMMING SERVICES	AUTOMATION SERVICES INC		5,340.89
128952	07/08/2026	601 WATER UTILITY	OTHER EQUIPMENT	AUTOMATION SERVICES INC		12,346.82
					Check Total:	17,687.71
128953	07/08/2026	603 SOLID WASTE	MISCELLANEOUS EQUIPMENT PARTS	BALDWIN SUPPLY COMPANY		1,105.41
					Check Total:	1,105.41
128954	07/08/2026	808 CANNON VALLEY TRAIL	CONTRACTUAL SERVICES	BRUCE W COLWELL		4,000.00
					Check Total:	4,000.00
128955	07/08/2026	808 CANNON VALLEY TRAIL	OTHER MISCELLANEOUS OPERATING	MATT & JILLS LLC		287.00
					Check Total:	287.00
128956	07/08/2026	710 INFORMATION SERVICES ISF	DATA PROCESSING EQUIP RENTAL	HAGER TELECOM		140.00
128956	07/08/2026	209 AIRPORT	TELEPHONE	HAGER TELECOM		51.48
128956	07/08/2026	209 AIRPORT	TELEPHONE	HAGER TELECOM		124.62
					Check Total:	316.10
128957	07/08/2026	602 SEWER UTILITY	SEWER CONSTRUCTION	BOLTON & MENK INC		36,840.50

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
128957	07/08/2026	601 WATER UTILITY	BUILDING IMPROVEMENTS	BOLTON & MENK INC		562.50
				Check Total:		37,403.00
128958	07/08/2026	488 10TH STREET BOOSTER	IMPROVEMENTS OTHER THAN BLDG	BRAUN INTERTEC CORPORATION		3,113.00
				Check Total:		3,113.00
128959	07/08/2026	236 PORT AUTHORITY	LEASES - INDUSTRIAL	CD TERMINAL LLC		3,356.90
				Check Total:		3,356.90
128960	07/08/2026	710 INFORMATION SERVICES ISF	TELEPHONE	COMPUTER INTEGRATION TECHNOLOGIES II		1,655.95
128960	07/08/2026	710 INFORMATION SERVICES ISF	MAINTENANCE SERVICE AGREEMENT	COMPUTER INTEGRATION TECHNOLOGIES II		310.00
128960	07/08/2026	710 INFORMATION SERVICES ISF	OTHER PROF SERVICES NOC	COMPUTER INTEGRATION TECHNOLOGIES II		198.60
				Check Total:		2,164.55
128961	07/08/2026	101 GENERAL FUND	COMPUTER & SYSTEM SOFTWARE	CLOUDPERMIT INC		8,500.00
128961	07/08/2026	291 BUILDING INSPECTION	COMPUTER & SYSTEM SOFTWARE	CLOUDPERMIT INC		8,500.00
				Check Total:		17,000.00
128962	07/08/2026	101 GENERAL FUND	VEHICLE REPAIRS & MAINTENANCE	CODE 4 SERVICES INC		170.40
				Check Total:		170.40
128963	07/08/2026	601 WATER UTILITY	DISTRIBUTION REPAIR SUPPLIES	CORE & MAIN LP		4,365.75
128963	07/08/2026	601 WATER UTILITY	DISTRIBUTION REPAIR SUPPLIES	CORE & MAIN LP		6,332.23
128963	07/08/2026	601 WATER UTILITY	UTILITY SYSTEM MAINT SUPPLIES	CORE & MAIN LP		1,144.00
128963	07/08/2026	652 STORM WATER	DISTRIBUTION REPAIR SUPPLIES	CORE & MAIN LP		6,888.29
128963	07/08/2026	601 WATER UTILITY	DISTRIBUTION REPAIR SUPPLIES	CORE & MAIN LP		344.83
128963	07/08/2026	601 WATER UTILITY	UTILITY REPAIR SUPPLIES	CORE & MAIN LP		5,350.00
				Check Total:		24,425.10
128964	07/08/2026	605 MARINA	REPAIRS & MAINTENANCE NOC	JEFFERY HOWE		1,000.20
				Check Total:		1,000.20
128965	07/08/2026	101 GENERAL FUND	PERSONNEL TESTING/RECRUITMENT	PCM3 LLC		1,283.95
				Check Total:		1,283.95
128966	07/08/2026	603 SOLID WASTE	WATER	BLUFF COUNTRY WATER CORPORATION		40.95
128966	07/08/2026	603 SOLID WASTE	WATER	BLUFF COUNTRY WATER CORPORATION		40.95
128966	07/08/2026	602 SEWER UTILITY	LAB SUPPLIES	BLUFF COUNTRY WATER CORPORATION		56.95
128966	07/08/2026	603 SOLID WASTE	WATER	BLUFF COUNTRY WATER CORPORATION		16.95

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
128966	07/08/2026	603 SOLID WASTE	WATER	BLUFF COUNTRY WATER CORPORATION		6.00
128966	07/08/2026	603 SOLID WASTE	WATER	BLUFF COUNTRY WATER CORPORATION		57.95
128966	07/08/2026	603 SOLID WASTE	WATER	BLUFF COUNTRY WATER CORPORATION		6.00
128966	07/08/2026	602 SEWER UTILITY	LAB SUPPLIES	BLUFF COUNTRY WATER CORPORATION		56.95
128966	07/08/2026	603 SOLID WASTE	WATER	BLUFF COUNTRY WATER CORPORATION		76.76
128966	07/08/2026	603 SOLID WASTE	WATER	BLUFF COUNTRY WATER CORPORATION		57.95
128966	07/08/2026	603 SOLID WASTE	WATER	BLUFF COUNTRY WATER CORPORATION		16.95
				Check Total:		434.36
128967	07/08/2026	101 GENERAL FUND	OTHER REPAIR & MAINT SUPPLIES	DAKOTA ELECTRIC ASSOC		0.14
128967	07/08/2026	101 GENERAL FUND	OTHER REPAIR & MAINT SUPPLIES	DAKOTA ELECTRIC ASSOC		0.14
128967	07/08/2026	101 GENERAL FUND	OTHER REPAIR & MAINT SUPPLIES	DAKOTA ELECTRIC ASSOC		0.14
128967	07/08/2026	101 GENERAL FUND	ELECTRICAL UTILITIES	DAKOTA ELECTRIC ASSOC		115.41
128967	07/08/2026	101 GENERAL FUND	OTHER REPAIR & MAINT SUPPLIES	DAKOTA ELECTRIC ASSOC		0.14
128967	07/08/2026	101 GENERAL FUND	ELECTRICAL UTILITIES	DAKOTA ELECTRIC ASSOC		92.39
128967	07/08/2026	101 GENERAL FUND	OTHER REPAIR & MAINT SUPPLIES	DAKOTA ELECTRIC ASSOC		0.14
				Check Total:		208.50
128968	07/08/2026	101 GENERAL FUND	ELECTRICAL UTILITIES	DAKOTA ELECTRIC ASSOC		45.96
				Check Total:		45.96
128969	07/08/2026	601 WATER UTILITY	MISCELLANEOUS EQUIPMENT PARTS	DAKOTA SUPPLY GROUP INC		239.00
				Check Total:		239.00
128970	07/08/2026	603 SOLID WASTE	LANDFILL / WASTE CHARGES	DICKS SANITATION SERVICE INC		29,595.98
128970	07/08/2026	603 SOLID WASTE	RECYCLABLE HAUL FEES	DICKS SANITATION SERVICE INC		6,400.00
128970	07/08/2026	603 SOLID WASTE	RECYCLABLE HAUL FEES	DICKS SANITATION SERVICE INC		7,200.00
				Check Total:		43,195.98
128971	07/08/2026	101 GENERAL FUND	PARKING FEES	DONALD KLIEWER		34.00
128971	07/08/2026	101 GENERAL FUND	MILEAGE REIMBURSEMENT	DONALD KLIEWER		200.54
				Check Total:		234.54
128972	07/08/2026	101 GENERAL FUND	SIGNS REPAIR MATERIALS	EARL F ANDERSEN & ASSOCIATES INC		473.35
				Check Total:		473.35
128973	07/08/2026	603 SOLID WASTE	OTHER PROF SERVICES NOC	EXPRESS EMPLOYMENT SERVICES		980.97
128973	07/08/2026	600 REFUSE COLLECTION & RECYC	OTHER PROF SERVICES NOC	EXPRESS EMPLOYMENT SERVICES		852.59
128973	07/08/2026	603 SOLID WASTE	OTHER PROF SERVICES NOC	EXPRESS EMPLOYMENT SERVICES		831.53
128973	07/08/2026	603 SOLID WASTE	OTHER PROF SERVICES NOC	EXPRESS EMPLOYMENT SERVICES		983.45

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
128973	07/08/2026	603 SOLID WASTE	OTHER PROF SERVICES NOC	EXPRESS EMPLOYMENT SERVICES		166.73
128973	07/08/2026	600 REFUSE COLLECTION & RECYC	OTHER PROF SERVICES NOC	EXPRESS EMPLOYMENT SERVICES		975.04
				Check Total:		4,790.31
128974	07/08/2026	101 GENERAL FUND	BUILDING REPAIR & MAINTENANCE	FASTENAL COMPANY		890.40
128974	07/08/2026	101 GENERAL FUND	SIGNS REPAIR MATERIALS	FASTENAL COMPANY		338.50
				Check Total:		1,228.90
128975	07/08/2026	101 GENERAL FUND	ELECTRICAL UTILITIES	FAIRVIEW SEMINARY PLAZA		371.00
				Check Total:		371.00
128976	07/08/2026	101 GENERAL FUND	UNIFORM ALLOWANCE	GALLS INC		144.00
				Check Total:		144.00
128977	07/08/2026	701 ADMIN SERVICES ISF	RECORDING SERVICES	GOODHUE COUNTY GOVERNMENT CENTER		46.00
				Check Total:		46.00
128978	07/08/2026	291 BUILDING INSPECTION	MECHANICAL PERMITS	JENNY GENZ-RYAN		75.00
128978	07/08/2026	291 BUILDING INSPECTION	OTHER MISCELLANEOUS	JENNY GENZ-RYAN		3.00
				Check Total:		78.00
128979	07/08/2026	101 GENERAL FUND	LAND IMPROVEMENTS	COLD SPRING GRANITE COMPANY		21,960.18
128979	07/08/2026	101 GENERAL FUND	OTHER PROF SERVICES NOC	COLD SPRING GRANITE COMPANY		154.20
				Check Total:		22,114.38
128980	07/08/2026	808 CANNON VALLEY TRAIL	TELEPHONE	HIAWATHA BROADBAND COMMUNICATIONS		135.88
				Check Total:		135.88
128981	07/08/2026	603 SOLID WASTE	MISCELLANEOUS EQUIPMENT PARTS	HENNEN EQUIPMENT, INC		1,609.76
				Check Total:		1,609.76
128982	07/08/2026	708 RISK MGMT ISF -HOSPITALIZAT	OTHER MISCELLANEOUS OPERATING	DEPARTMENT OF THE TREASURY		1,647.36
				Check Total:		1,647.36
128983	07/08/2026	603 SOLID WASTE	OTHER REPAIR & MAINTENANCE SUP	KNOBELSDORFF ELECTRIC INC		1,695.61
128983	07/08/2026	603 SOLID WASTE	BUILDING REPAIR SUPPLIES	KNOBELSDORFF ELECTRIC INC		2,592.92
				Check Total:		4,288.53

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
128984	07/08/2026	601 WATER UTILITY	MILEAGE REIMBURSEMENT	KELSEY PRALL		71.05
128984	07/08/2026	602 SEWER UTILITY	MILEAGE REIMBURSEMENT	KELSEY PRALL		71.05
				Check Total:		142.10
128985	07/08/2026	101 GENERAL FUND	MINOR OFFICE EQUIPMENT	THE LICENSE CENTER		60.00
				Check Total:		60.00
128986	07/08/2026	101 GENERAL FUND	IMPROVEMENTS OTHER THAN BLDG	LODERMEIER'S SALES & SERVICE		35,190.00
				Check Total:		35,190.00
128987	07/08/2026	808 CANNON VALLEY TRAIL	CONTRACTUAL SERVICES	MARK HEIMAN		2,000.00
				Check Total:		2,000.00
128988	07/08/2026	209 AIRPORT	OTHER REPAIR & MAINTENANCE SUP	STANDARD SIGNS INC		371.99
				Check Total:		371.99
128989	07/08/2026	101 GENERAL FUND	BITUMINOUS MIXES	MARTIN MARIETTA MATERIALS INC		1,951.29
128989	07/08/2026	101 GENERAL FUND	BITUMINOUS MIXES	MARTIN MARIETTA MATERIALS INC		375.95
128989	07/08/2026	601 WATER UTILITY	BITUMINOUS MIX-BLACKTOP	MARTIN MARIETTA MATERIALS INC		1,149.75
128989	07/08/2026	652 STORM WATER	BITUMINOUS MIXES	MARTIN MARIETTA MATERIALS INC		1,023.46
128989	07/08/2026	101 GENERAL FUND	OTHER OPERATING SUPPLIES NOC	MARTIN MARIETTA MATERIALS INC		365.00
128989	07/08/2026	652 STORM WATER	BITUMINOUS MIXES	MARTIN MARIETTA MATERIALS INC		293.46
128989	07/08/2026	602 SEWER UTILITY	BITUMINOUS MIX-BLACKTOP	MARTIN MARIETTA MATERIALS INC		2,085.61
128989	07/08/2026	101 GENERAL FUND	BITUMINOUS MIXES	MARTIN MARIETTA MATERIALS INC		365.73
				Check Total:		7,610.25
128990	07/08/2026	603 SOLID WASTE	OTHER OPERATING SUPPLIES NOC	MENARDS		211.59
				Check Total:		211.59
128991	07/08/2026	603 SOLID WASTE	MOTOR FUELS	MISSISSIPPI WELDERS INC		246.62
128991	07/08/2026	603 SOLID WASTE	EQUIP USAGE RENTALS & LEASES	MISSISSIPPI WELDERS INC		256.50
128991	07/08/2026	603 SOLID WASTE	MOTOR FUELS	MISSISSIPPI WELDERS INC		274.23
128991	07/08/2026	603 SOLID WASTE	MOTOR FUELS	MISSISSIPPI WELDERS INC		140.83
128991	07/08/2026	603 SOLID WASTE	OTHER OPERATING SUPPLIES NOC	MISSISSIPPI WELDERS INC		545.50
128991	07/08/2026	603 SOLID WASTE	EQUIP USAGE RENTALS & LEASES	MISSISSIPPI WELDERS INC		20.00
128991	07/08/2026	603 SOLID WASTE	OTHER OPERATING SUPPLIES NOC	MISSISSIPPI WELDERS INC		627.66
				Check Total:		2,111.34
128992	07/08/2026	101 GENERAL FUND	PERSONNEL TESTING/RECRUITMENT	MNJIS-CHA UNIT MINNESOTA BUREAU OF CR		15.00

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
				Check Total:		15.00
128993	07/08/2026	101 GENERAL FUND	LICENSES & PERMITS	MN DEPT OF LABOR & INDUSTRY		145.00
				Check Total:		145.00
128994	07/08/2026	101 GENERAL FUND	OTHER PROF SERVICES NOC	MUNSON ELECTRIC INC		327.00
				Check Total:		327.00
128995	07/08/2026	702 CENTRAL SERVICES ISF	MERCHANDISE FOR RESALE	NORTH AMERICAN TRAILER SALES LTD		1,779.68
				Check Total:		1,779.68
128996	07/08/2026	603 SOLID WASTE	MISCELLANEOUS EQUIPMENT PARTS	HHTC INC.		1,593.35
				Check Total:		1,593.35
128997	07/08/2026	101 GENERAL FUND	OTHER PROF SERVICES NOC	PLUNKETT'S PEST CONTROL		55.50
128997	07/08/2026	603 SOLID WASTE	OTHER PROF SERVICES NOC	PLUNKETT'S PEST CONTROL		1,134.06
				Check Total:		1,189.56
128998	07/08/2026	602 SEWER UTILITY	BUILDING REPAIR & MAINTENANCE	PROJECT RESTORATIONS INC		9,200.14
128998	07/08/2026	705 RISK MGMT ISF-INSURANCE	INSURANCE CLAIMS	PROJECT RESTORATIONS INC		6,425.00
				Check Total:		15,625.14
128999	07/08/2026	101 GENERAL FUND	STREET MAINTENANCE MATERIALS	RCM EQUIPMENT COMPANY LLC		2,412.50
				Check Total:		2,412.50
129000	07/08/2026	603 SOLID WASTE	RECYCLABLE PROCESSING FEES	RECYCLE MINNESOTA		4,519.31
				Check Total:		4,519.31
129001	07/08/2026	603 SOLID WASTE	BYPASS WASTE - MISCELLANEOUS	NICK RIES		300.00
				Check Total:		300.00
129002	07/08/2026	603 SOLID WASTE	MISCELLANEOUS EQUIPMENT PARTS	RONCO ENGINEERING INC		95.02
				Check Total:		95.02
129003	07/08/2026	101 GENERAL FUND	DUE TO HRA	RED WING HOUSING & REDEVELOPMENT		511,074.02
				Check Total:		511,074.02

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
129004	07/08/2026	101 GENERAL FUND	UNIFORM ALLOWANCE	STEPHANIE EGGENBERGER		54.85
				Check Total:		54.85
129005	07/08/2026	600 REFUSE COLLECTION & RECYC	OTHER PROF SERVICES NOC	RHINO SEVEN BRAND LLC		300.00
129005	07/08/2026	603 SOLID WASTE	OTHER PROF SERVICES NOC	RHINO SEVEN BRAND LLC		300.00
129005	07/08/2026	600 REFUSE COLLECTION & RECYC	OTHER PROF SERVICES NOC	RHINO SEVEN BRAND LLC		300.00
129005	07/08/2026	603 SOLID WASTE	OTHER PROF SERVICES NOC	RHINO SEVEN BRAND LLC		300.00
				Check Total:		1,200.00
129006	07/08/2026	710 INFORMATION SERVICES ISF	MAINTENANCE SERVICE AGREEMENT	SHI INTERNATIONAL CORP		222.84
				Check Total:		222.84
129007	07/08/2026	610 AMBULANCE	OTHER PROF SERVICES NOC	SQUIRES WALDSPURGER & MACE PA		400.00
129007	07/08/2026	101 GENERAL FUND	LEGAL SERVICES	SQUIRES WALDSPURGER & MACE PA		13,765.40
				Check Total:		14,165.40
129008	07/08/2026	808 CANNON VALLEY TRAIL	OTHER PROF SERVICES NOC	STARTECH COMPUTING INC		21.48
				Check Total:		21.48
129009	07/08/2026	101 GENERAL FUND	OTHER PROF SERVICES NOC	TIMESAVER OFF SITE SECRETARIAL		219.50
129009	07/08/2026	101 GENERAL FUND	OTHER PROF SERVICES NOC	TIMESAVER OFF SITE SECRETARIAL		219.50
129009	07/08/2026	101 GENERAL FUND	OTHER PROF SERVICES NOC	TIMESAVER OFF SITE SECRETARIAL		219.50
129009	07/08/2026	101 GENERAL FUND	OTHER PROF SERVICES NOC	TIMESAVER OFF SITE SECRETARIAL		395.50
129009	07/08/2026	101 GENERAL FUND	OTHER PROF SERVICES NOC	TIMESAVER OFF SITE SECRETARIAL		178.00
129009	07/08/2026	101 GENERAL FUND	OTHER PROF SERVICES NOC	TIMESAVER OFF SITE SECRETARIAL		178.00
129009	07/08/2026	101 GENERAL FUND	OTHER PROF SERVICES NOC	TIMESAVER OFF SITE SECRETARIAL		178.00
				Check Total:		1,588.00
129010	07/08/2026	248 SISTER CITIES	DONATIONS - IKATA, JAPAN	TRICIA PERAU		175.00
				Check Total:		175.00
129011	07/08/2026	600 REFUSE COLLECTION & RECYC	ACCOUNTS PAYABLE	TIFFANY THODE		14.96
129011	07/08/2026	601 WATER UTILITY	ACCOUNTS PAYABLE	TIFFANY THODE		36.51
129011	07/08/2026	650 SANITARY SEWER REPLACEME	ACCOUNTS PAYABLE	TIFFANY THODE		24.98
129011	07/08/2026	651 WATER REPLACEMENT	ACCOUNTS PAYABLE	TIFFANY THODE		29.44
129011	07/08/2026	600 REFUSE COLLECTION & RECYC	ACCOUNTS PAYABLE	TIFFANY THODE		1.56
129011	07/08/2026	652 STORM WATER	ACCOUNTS PAYABLE	TIFFANY THODE		13.25
129011	07/08/2026	600 REFUSE COLLECTION & RECYC	ACCOUNTS PAYABLE	TIFFANY THODE		7.40
129011	07/08/2026	600 REFUSE COLLECTION & RECYC	ACCOUNTS PAYABLE	TIFFANY THODE		1.11
129011	07/08/2026	600 REFUSE COLLECTION & RECYC	ACCOUNTS PAYABLE	TIFFANY THODE		6.08

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
129011	07/08/2026	602 SEWER UTILITY	ACCOUNTS PAYABLE	TIFFANY THODE		31.38
				Check Total:		166.67
129012	07/08/2026	602 SEWER UTILITY	ACCOUNTS PAYABLE	DANIEL L HINRICHS		0.74
129012	07/08/2026	601 WATER UTILITY	ACCOUNTS PAYABLE	DANIEL L HINRICHS		4.87
				Check Total:		5.61
129013	07/08/2026	600 REFUSE COLLECTION & RECYC	ACCOUNTS PAYABLE	MICHELLE SWANSON COMPANIES LLC		1.09
129013	07/08/2026	650 SANITARY SEWER REPLACEME	ACCOUNTS PAYABLE	MICHELLE SWANSON COMPANIES LLC		24.66
129013	07/08/2026	600 REFUSE COLLECTION & RECYC	ACCOUNTS PAYABLE	MICHELLE SWANSON COMPANIES LLC		7.31
129013	07/08/2026	652 STORM WATER	ACCOUNTS PAYABLE	MICHELLE SWANSON COMPANIES LLC		13.08
129013	07/08/2026	651 WATER REPLACEMENT	ACCOUNTS PAYABLE	MICHELLE SWANSON COMPANIES LLC		29.07
129013	07/08/2026	600 REFUSE COLLECTION & RECYC	ACCOUNTS PAYABLE	MICHELLE SWANSON COMPANIES LLC		6.01
129013	07/08/2026	600 REFUSE COLLECTION & RECYC	ACCOUNTS PAYABLE	MICHELLE SWANSON COMPANIES LLC		1.55
129013	07/08/2026	600 REFUSE COLLECTION & RECYC	ACCOUNTS PAYABLE	MICHELLE SWANSON COMPANIES LLC		14.77
				Check Total:		97.54
129014	07/08/2026	650 SANITARY SEWER REPLACEME	ACCOUNTS PAYABLE	SAMUEL E & MACKENZIE R SOUKUP		44.54
129014	07/08/2026	600 REFUSE COLLECTION & RECYC	ACCOUNTS PAYABLE	SAMUEL E & MACKENZIE R SOUKUP		4.97
129014	07/08/2026	600 REFUSE COLLECTION & RECYC	ACCOUNTS PAYABLE	SAMUEL E & MACKENZIE R SOUKUP		24.26
129014	07/08/2026	600 REFUSE COLLECTION & RECYC	ACCOUNTS PAYABLE	SAMUEL E & MACKENZIE R SOUKUP		12.00
129014	07/08/2026	600 REFUSE COLLECTION & RECYC	ACCOUNTS PAYABLE	SAMUEL E & MACKENZIE R SOUKUP		2.55
129014	07/08/2026	651 WATER REPLACEMENT	ACCOUNTS PAYABLE	SAMUEL E & MACKENZIE R SOUKUP		52.52
				Check Total:		140.84
129015	07/08/2026	602 SEWER UTILITY	LAB SUPPLIES	UC LABORATORY		242.82
129015	07/08/2026	602 SEWER UTILITY	LAB SUPPLIES	UC LABORATORY		2,989.80
				Check Total:		3,232.62
129016	07/08/2026	708 RISK MGMT ISF -HOSPITALIZAT	DENTAL INSURANCE PREMIUMS	UNITED OF OMAHA INSURANCE COMPANY		14,134.60
129016	07/08/2026	708 RISK MGMT ISF -HOSPITALIZAT	LIFE INSURANCE PAYMENTS	UNITED OF OMAHA INSURANCE COMPANY		4,142.60
				Check Total:		18,277.20
129017	07/08/2026	602 SEWER UTILITY	LANDFILL / WASTE CHARGES	US FABRICS INC		7,950.00
				Check Total:		7,950.00
129018	07/08/2026	702 CENTRAL SERVICES ISF	MERCHANDISE FOR RESALE	US SAWS INC		879.60
				Check Total:		879.60
129019	07/08/2026	610 AMBULANCE	TELEPHONE	CELLCO PARTNERSHIP		147.33

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
129019	07/08/2026	710 INFORMATION SERVICES ISF	TELEPHONE	CELLCO PARTNERSHIP		38.40
129019	07/08/2026	605 MARINA	TELEPHONE	CELLCO PARTNERSHIP		96.82
129019	07/08/2026	101 GENERAL FUND	TELEPHONE	CELLCO PARTNERSHIP		76.80
129019	07/08/2026	702 CENTRAL SERVICES ISF	TELEPHONE	CELLCO PARTNERSHIP		38.40
129019	07/08/2026	600 REFUSE COLLECTION & RECYC	TELEPHONE	CELLCO PARTNERSHIP		96.82
129019	07/08/2026	701 ADMIN SERVICES ISF	TELEPHONE	CELLCO PARTNERSHIP		115.20
129019	07/08/2026	291 BUILDING INSPECTION	TELEPHONE	CELLCO PARTNERSHIP		217.91
129019	07/08/2026	810 SHELDON THEATRE	TELEPHONE	CELLCO PARTNERSHIP		38.40
129019	07/08/2026	101 GENERAL FUND	TELEPHONE	CELLCO PARTNERSHIP		38.40
129019	07/08/2026	601 WATER UTILITY	TELEPHONE	CELLCO PARTNERSHIP		78.44
129019	07/08/2026	603 SOLID WASTE	TELEPHONE	CELLCO PARTNERSHIP		368.56
129019	07/08/2026	710 INFORMATION SERVICES ISF	MAINTENANCE SERVICE AGREEMENT	CELLCO PARTNERSHIP		384.00
129019	07/08/2026	211 LIBRARY	TELEPHONE	CELLCO PARTNERSHIP		38.40
129019	07/08/2026	101 GENERAL FUND	TELEPHONE	CELLCO PARTNERSHIP		544.34
129019	07/08/2026	101 GENERAL FUND	TELEPHONE	CELLCO PARTNERSHIP		50.03
129019	07/08/2026	101 GENERAL FUND	OTHER MISCELLANEOUS OPERATING	CELLCO PARTNERSHIP		38.40
129019	07/08/2026	101 GENERAL FUND	TELEPHONE	CELLCO PARTNERSHIP		76.99
129019	07/08/2026	600 REFUSE COLLECTION & RECYC	TELEPHONE	CELLCO PARTNERSHIP		38.40
129019	07/08/2026	652 STORM WATER	TELEPHONE	CELLCO PARTNERSHIP		58.42
129019	07/08/2026	101 GENERAL FUND	TELEPHONE	CELLCO PARTNERSHIP		175.23
129019	07/08/2026	101 GENERAL FUND	TELEPHONE	CELLCO PARTNERSHIP		68.77
129019	07/08/2026	101 GENERAL FUND	TELEPHONE	CELLCO PARTNERSHIP		20.02
129019	07/08/2026	101 GENERAL FUND	TELEPHONE	CELLCO PARTNERSHIP		135.22
129019	07/08/2026	601 WATER UTILITY	TELEPHONE	CELLCO PARTNERSHIP		511.95
129019	07/08/2026	728 ENGINEERING ISF	TELEPHONE	CELLCO PARTNERSHIP		317.60
129019	07/08/2026	101 GENERAL FUND	TELEPHONE	CELLCO PARTNERSHIP		258.34
129019	07/08/2026	602 SEWER UTILITY	TELEPHONE	CELLCO PARTNERSHIP		431.87
129019	07/08/2026	602 SEWER UTILITY	TELEPHONE	CELLCO PARTNERSHIP		156.88
129019	07/08/2026	101 GENERAL FUND	TELEPHONE	CELLCO PARTNERSHIP		236.25
129019	07/08/2026	101 GENERAL FUND	TELEPHONE	CELLCO PARTNERSHIP		20.02
129019	07/08/2026	101 GENERAL FUND	TELEPHONE	CELLCO PARTNERSHIP		2,056.36
129019	07/08/2026	702 CENTRAL SERVICES ISF	TELEPHONE	CELLCO PARTNERSHIP		155.21
129019	07/08/2026	701 ADMIN SERVICES ISF	TELEPHONE	CELLCO PARTNERSHIP		84.36
129019	07/08/2026	101 GENERAL FUND	TELEPHONE	CELLCO PARTNERSHIP		921.56
129019	07/08/2026	701 ADMIN SERVICES ISF	TELEPHONE	CELLCO PARTNERSHIP		137.48
129019	07/08/2026	236 PORT AUTHORITY	TELEPHONE	CELLCO PARTNERSHIP		58.42
					Check Total:	8,326.00
129020	07/08/2026	601 WATER UTILITY	MISCELLANEOUS EQUIPMENT PARTS	VESSCO INC.		-52.80
129020	07/08/2026	602 SEWER UTILITY	MISCELLANEOUS EQUIPMENT PARTS	VESSCO INC.		979.48
					Check Total:	926.68
129021	07/08/2026	808 CANNON VALLEY TRAIL	MISCELLANEOUS EQUIPMENT PARTS	VISA		29.96

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
129021	07/08/2026	808 CANNON VALLEY TRAIL	OTHER PROF SERVICES NOC	VISA		166.25
129021	07/08/2026	808 CANNON VALLEY TRAIL	MISCELLANEOUS EQUIPMENT PARTS	VISA		64.41
129021	07/08/2026	808 CANNON VALLEY TRAIL	OTHER PROF SERVICES NOC	VISA		0.82
129021	07/08/2026	808 CANNON VALLEY TRAIL	DUES & MEMBERSHIPS	VISA		100.00
129021	07/08/2026	808 CANNON VALLEY TRAIL	OTHER PROF SERVICES NOC	VISA		200.00
129021	07/08/2026	808 CANNON VALLEY TRAIL	POSTAGE	VISA		18.30
129021	07/08/2026	808 CANNON VALLEY TRAIL	OTHER PROF SERVICES NOC	VISA		21.46
129021	07/08/2026	808 CANNON VALLEY TRAIL	OTHER PROF SERVICES NOC	VISA		444.52
					Check Total:	1,045.72
129022	07/08/2026	652 STORM WATER	DISTRIBUTION REPAIR SUPPLIES	WIESER PRECAST STEPS INC.		688.00
					Check Total:	688.00
129023	07/08/2026	603 SOLID WASTE	MOTOR FUELS	DEHN OIL COMPANY		679.62
129023	07/08/2026	603 SOLID WASTE	MOTOR FUELS	DEHN OIL COMPANY		2,433.02
129023	07/08/2026	603 SOLID WASTE	MOTOR FUELS	DEHN OIL COMPANY		1,884.03
129023	07/08/2026	603 SOLID WASTE	MOTOR FUELS	DEHN OIL COMPANY		1,563.58
129023	07/08/2026	603 SOLID WASTE	MOTOR FUELS	DEHN OIL COMPANY		1,511.12
129023	07/08/2026	603 SOLID WASTE	MOTOR FUELS	DEHN OIL COMPANY		2,240.68
129023	07/08/2026	702 CENTRAL SERVICES ISF	MOTOR FUELS	DEHN OIL COMPANY		37.26
129023	07/08/2026	702 CENTRAL SERVICES ISF	MOTOR FUELS	DEHN OIL COMPANY		2,484.94
					Check Total:	12,834.25
129024	07/08/2026	603 SOLID WASTE	SAFETY EQUIPMENT	WW GRAINGER INC		691.87
129024	07/08/2026	603 SOLID WASTE	OTHER OPERATING SUPPLIES NOC	WW GRAINGER INC		1,591.22
					Check Total:	2,283.09
129025	07/08/2026	236 PORT AUTHORITY	BUILDING RENTALS & LEASES	XCEL ENERGY INC		2,548.00
					Check Total:	2,548.00
129026	07/08/2026	236 PORT AUTHORITY	BUILDING RENTALS & LEASES	XCEL ENERGY		556.54
					Check Total:	556.54
					Report Total:	902,077.41

Accounts Payable

Checks for Approval

User: ljohnson
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Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
128714	06/24/2026	702 CENTRAL SERVICES ISF	MERCHANDISE FOR RESALE	GENERAL PARTS DISTRIBUTION		16.06
128714	06/24/2026	702 CENTRAL SERVICES ISF	MERCHANDISE FOR RESALE	GENERAL PARTS DISTRIBUTION		2.92
					Check Total:	18.98
128715	06/24/2026	101 GENERAL FUND	AUDITING SERVICES	ABDO LLP		1,250.00
					Check Total:	1,250.00
128716	06/24/2026	602 SEWER UTILITY	SMALL TOOLS	ACME TOOLS		269.00
					Check Total:	269.00
128717	06/24/2026	101 GENERAL FUND	BUILDING REPAIR SUPPLIES	ALFRED BEAR		1,703.10
					Check Total:	1,703.10
128718	06/24/2026	211 LIBRARY	CLEANING SUPPLIES	AMAZON.COM SALES INC		69.70
128718	06/24/2026	211 LIBRARY	BOOKS	AMAZON.COM SALES INC		50.40
128718	06/24/2026	211 LIBRARY	BOOKS	AMAZON.COM SALES INC		9.49
128718	06/24/2026	211 LIBRARY	BOOKS	AMAZON.COM SALES INC		19.96
128718	06/24/2026	211 LIBRARY	OFFICE ACCESSORIES	AMAZON.COM SALES INC		55.56
128718	06/24/2026	211 LIBRARY	BOOKS	AMAZON.COM SALES INC		19.95
128718	06/24/2026	211 LIBRARY	BOOKS	AMAZON.COM SALES INC		27.54
128718	06/24/2026	211 LIBRARY	PROGRAMMING SERVICES	AMAZON.COM SALES INC		-49.99
					Check Total:	202.61
128719	06/24/2026	101 GENERAL FUND	AWARDS	AMAZON.COM SALES INC		40.98
128719	06/24/2026	101 GENERAL FUND	AWARDS	AMAZON.COM SALES INC		-0.57
128719	06/24/2026	701 ADMIN SERVICES ISF	OFFICE ACCESSORIES	AMAZON.COM SALES INC		9.99
128719	06/24/2026	601 WATER UTILITY	TELEPHONE	AMAZON.COM SALES INC		30.18
128719	06/24/2026	602 SEWER UTILITY	TELEPHONE	AMAZON.COM SALES INC		75.45
128719	06/24/2026	101 GENERAL FUND	AWARDS	AMAZON.COM SALES INC		-4.27
128719	06/24/2026	101 GENERAL FUND	DUPLICATING & COPYING SUPPLIES	AMAZON.COM SALES INC		-6.99
128719	06/24/2026	101 GENERAL FUND	TELEPHONE	AMAZON.COM SALES INC		120.72

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
128719	06/24/2026	101 GENERAL FUND	TELEPHONE	AMAZON.COM SALES INC		131.98
128719	06/24/2026	101 GENERAL FUND	AWARDS	AMAZON.COM SALES INC		62.87
128719	06/24/2026	101 GENERAL FUND	TELEPHONE	AMAZON.COM SALES INC		60.36
128719	06/24/2026	601 WATER UTILITY	TELEPHONE	AMAZON.COM SALES INC		90.54
128719	06/24/2026	603 SOLID WASTE	TELEPHONE	AMAZON.COM SALES INC		30.18
128719	06/24/2026	101 GENERAL FUND	TELEPHONE	AMAZON.COM SALES INC		75.45
128719	06/24/2026	101 GENERAL FUND	AWARDS	AMAZON.COM SALES INC		-2.15
128719	06/24/2026	291 BUILDING INSPECTION	TELEPHONE	AMAZON.COM SALES INC		45.27
128719	06/24/2026	101 GENERAL FUND	DUPLICATING & COPYING SUPPLIES	AMAZON.COM SALES INC		14.96
128719	06/24/2026	101 GENERAL FUND	TELEPHONE	AMAZON.COM SALES INC		22.08
128719	06/24/2026	101 GENERAL FUND	DUPLICATING & COPYING SUPPLIES	AMAZON.COM SALES INC		46.44
128719	06/24/2026	701 ADMIN SERVICES ISF	TELEPHONE	AMAZON.COM SALES INC		15.09
				Check Total:		858.56
128720	06/24/2026	702 CENTRAL SERVICES ISF	MERCHANDISE FOR RESALE	AMAZON.COM SALES INC		186.37
				Check Total:		186.37
128721	06/24/2026	705 RISK MGMT ISF-INSURANCE	INSURANCE CLAIMS	APEX TOOLS LLC		199.00
				Check Total:		199.00
128722	06/24/2026	101 GENERAL FUND	UNIFORM ALLOWANCE	RIDGECREST PRODUCTS INC		425.95
				Check Total:		425.95
128723	06/24/2026	602 SEWER UTILITY	SEWER CONSTRUCTION	BOLTON & MENK INC		378.00
				Check Total:		378.00
128724	06/24/2026	419 RIVER REN PHASE II River trls	OTHER PROF SERVICES NOC	BRAUN INTERTEC CORPORATION		4,136.00
				Check Total:		4,136.00
128725	06/24/2026	211 LIBRARY	PROGRAMMING SERVICES	THOMAS E AND EDNA D CARPENTER FOUND		435.00
				Check Total:		435.00
128726	06/24/2026	291 BUILDING INSPECTION	OTHER OFFICE SUPPLIES NOC	CHAD EDEL		48.31
				Check Total:		48.31
128727	06/24/2026	211 LIBRARY	OTHER OPERATING SUPPLIES NOC	CENTRAL TECHNOLOGY		114.97
				Check Total:		114.97
128728	06/24/2026	603 SOLID WASTE	LAUNDRY SERVICES	CINTAS CORPORATION		11.56

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
128728	06/24/2026	603 SOLID WASTE	LAUNDRY SERVICES	CINTAS CORPORATION		11.55
				Check Total:		23.11
128729	06/24/2026	101 GENERAL FUND	SMALL TOOLS	ULTIMATE SAFETY CONCEPTS INC		477.91
				Check Total:		477.91
128730	06/24/2026	101 GENERAL FUND	REGISTRATION & TUITION	DAKOTA COUNTY TECHNICAL COLLEGE		300.00
128730	06/24/2026	101 GENERAL FUND	REGISTRATION & TUITION	DAKOTA COUNTY TECHNICAL COLLEGE		1,400.00
				Check Total:		1,700.00
128731	06/24/2026	610 AMBULANCE	FEDERAL GRANTS & AIDS OTHER	DEPARTMENT OF HUMAN SERVICES		94,651.00
				Check Total:		94,651.00
128732	06/24/2026	603 SOLID WASTE	BYPASS WASTE - MISCELLANEOUS	DYNAMIC LIFECYCLE INNOVATIONS INC		436.83
				Check Total:		436.83
128733	06/24/2026	652 STORM WATER	LAUNDRY SERVICES	ERIC DAHL		36.00
128733	06/24/2026	652 STORM WATER	LAUNDRY SERVICES	ERIC DAHL		191.78
				Check Total:		227.78
128734	06/24/2026	211 LIBRARY	BUILDING IMPROVEMENTS	EGAN		2,397.53
128734	06/24/2026	211 LIBRARY	BUILDING IMPROVEMENTS	EGAN		22,960.00
				Check Total:		25,357.53
128735	06/24/2026	101 GENERAL FUND	MOTOR FUELS	ELAN FINANCIAL SERVICES		67.00
128735	06/24/2026	101 GENERAL FUND	POLICE CHILDREN'S PROGRAM	ELAN FINANCIAL SERVICES		469.02
128735	06/24/2026	101 GENERAL FUND	POLICE CHILDREN'S PROGRAM	ELAN FINANCIAL SERVICES		900.66
128735	06/24/2026	101 GENERAL FUND	VEHICLE REPAIRS & MAINTENANCE	ELAN FINANCIAL SERVICES		247.36
128735	06/24/2026	101 GENERAL FUND	SPECIAL EVENTS/PROJECTS	ELAN FINANCIAL SERVICES		71.16
				Check Total:		1,755.20
128736	06/24/2026	101 GENERAL FUND	OTHER EQUIPMENT	ELAN FINANCIAL SERVICES		805.88
128736	06/24/2026	101 GENERAL FUND	OTHER OPERATING SUPPLIES NOC	ELAN FINANCIAL SERVICES		211.51
128736	06/24/2026	101 GENERAL FUND	OTHER OPERATING SUPPLIES NOC	ELAN FINANCIAL SERVICES		232.86
128736	06/24/2026	101 GENERAL FUND	PUBLIC WORKS (PUPP) CHARGES	ELAN FINANCIAL SERVICES		81.00
128736	06/24/2026	101 GENERAL FUND	PUBLIC WORKS (PUPP) CHARGES	ELAN FINANCIAL SERVICES		366.00
				Check Total:		1,697.25
128737	06/24/2026	101 GENERAL FUND	MEALS	ELAN FINANCIAL SERVICES		7.62

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
128737	06/24/2026	101 GENERAL FUND	MEALS	ELAN FINANCIAL SERVICES		5.29
128737	06/24/2026	101 GENERAL FUND	MEALS	ELAN FINANCIAL SERVICES		8.14
				Check Total:		21.05
128738	06/24/2026	610 AMBULANCE	DUES & MEMBERSHIPS	ELAN FINANCIAL SERVICES		11.48
128738	06/24/2026	101 GENERAL FUND	DUES & MEMBERSHIPS	ELAN FINANCIAL SERVICES		75.00
128738	06/24/2026	101 GENERAL FUND	DUES & MEMBERSHIPS	ELAN FINANCIAL SERVICES		75.00
128738	06/24/2026	101 GENERAL FUND	DUES & MEMBERSHIPS	ELAN FINANCIAL SERVICES		75.00
128738	06/24/2026	101 GENERAL FUND	OTHER OPERATING SUPPLIES NOC	ELAN FINANCIAL SERVICES		181.36
128738	06/24/2026	610 AMBULANCE	DUES & MEMBERSHIPS	ELAN FINANCIAL SERVICES		534.00
128738	06/24/2026	101 GENERAL FUND	OFFICE ACCESSORIES	ELAN FINANCIAL SERVICES		50.00
128738	06/24/2026	101 GENERAL FUND	MEALS	ELAN FINANCIAL SERVICES		85.79
128738	06/24/2026	101 GENERAL FUND	MEALS	ELAN FINANCIAL SERVICES		12.59
128738	06/24/2026	101 GENERAL FUND	TRAINING/INSTRUCTION SUPPLIES	ELAN FINANCIAL SERVICES		8.37
				Check Total:		1,108.59
128739	06/24/2026	101 GENERAL FUND	OFFICE ACCESSORIES	ELAN FINANCIAL SERVICES		27.35
				Check Total:		27.35
128740	06/24/2026	603 SOLID WASTE	REGISTRATION & TUITION	ELAN FINANCIAL SERVICES		298.33
128740	06/24/2026	101 GENERAL FUND	REGISTRATION & TUITION	ELAN FINANCIAL SERVICES		298.34
128740	06/24/2026	101 GENERAL FUND	REGISTRATION & TUITION	ELAN FINANCIAL SERVICES		298.33
				Check Total:		895.00
128741	06/24/2026	610 AMBULANCE	AMBULANCE EQUIPMENT	ELAN FINANCIAL SERVICES		79.48
128741	06/24/2026	101 GENERAL FUND	MEALS	ELAN FINANCIAL SERVICES		69.25
				Check Total:		148.73
128742	06/24/2026	101 GENERAL FUND	HERITAGE PRESERVATION COMM	ELAN FINANCIAL SERVICES		253.50
128742	06/24/2026	101 GENERAL FUND	SISTER CITIES COMMISSION	ELAN FINANCIAL SERVICES		229.62
				Check Total:		483.12
128743	06/24/2026	701 ADMIN SERVICES ISF	REGISTRATION & TUITION	ELAN FINANCIAL SERVICES		1,998.00
128743	06/24/2026	248 SISTER CITIES	TRAVEL EXP - PLANE, TRAIN, ETC	ELAN FINANCIAL SERVICES		21,967.61
				Check Total:		23,965.61
128744	06/24/2026	101 GENERAL FUND	MEALS	ELAN FINANCIAL SERVICES		27.30
128744	06/24/2026	101 GENERAL FUND	UNIFORM ALLOWANCE	ELAN FINANCIAL SERVICES		80.42
				Check Total:		107.72

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
128745	06/24/2026	605 MARINA	MERCHANDISE FOR RESALE	ELAN FINANCIAL SERVICES		159.39
128745	06/24/2026	605 MARINA	OFFICE ACCESSORIES	ELAN FINANCIAL SERVICES		0.99
128745	06/24/2026	605 MARINA	REPAIRS & MAINTENANCE NOC	ELAN FINANCIAL SERVICES		760.00
128745	06/24/2026	605 MARINA	REPAIRS & MAINTENANCE NOC	ELAN FINANCIAL SERVICES		400.00
128745	06/24/2026	605 MARINA	OFFICE ACCESSORIES	ELAN FINANCIAL SERVICES		2.48
128745	06/24/2026	605 MARINA	OTHER OPERATING SUPPLIES NOC	ELAN FINANCIAL SERVICES		1,290.00
				Check Total:		2,612.86
128746	06/24/2026	101 GENERAL FUND	MEALS	ELAN FINANCIAL SERVICES		80.42
128746	06/24/2026	101 GENERAL FUND	MEALS	ELAN FINANCIAL SERVICES		29.57
128746	06/24/2026	101 GENERAL FUND	MEALS	ELAN FINANCIAL SERVICES		13.96
				Check Total:		123.95
128747	06/24/2026	602 SEWER UTILITY	REGISTRATION & TUITION	ELAN FINANCIAL SERVICES		1,251.45
				Check Total:		1,251.45
128748	06/24/2026	211 LIBRARY	SPECIAL EVENTS/PROJECTS	ELAN FINANCIAL SERVICES		1,584.52
				Check Total:		1,584.52
128749	06/24/2026	600 REFUSE COLLECTION & RECYC	OTHER PROF SERVICES NOC	EXPRESS EMPLOYMENT SERVICES		1,017.04
128749	06/24/2026	603 SOLID WASTE	OTHER PROF SERVICES NOC	EXPRESS EMPLOYMENT SERVICES		60.45
128749	06/24/2026	600 REFUSE COLLECTION & RECYC	OTHER PROF SERVICES NOC	EXPRESS EMPLOYMENT SERVICES		1,053.23
128749	06/24/2026	603 SOLID WASTE	OTHER PROF SERVICES NOC	EXPRESS EMPLOYMENT SERVICES		876.26
128749	06/24/2026	603 SOLID WASTE	OTHER PROF SERVICES NOC	EXPRESS EMPLOYMENT SERVICES		776.25
				Check Total:		3,783.23
128750	06/24/2026	705 RISK MGMT ISF-INSURANCE	INSURANCE CLAIMS	FALK AUTO BODY INC		2,110.53
128750	06/24/2026	705 RISK MGMT ISF-INSURANCE	INSURANCE CLAIMS	FALK AUTO BODY INC		7,729.12
128750	06/24/2026	705 RISK MGMT ISF-INSURANCE	INSURANCE CLAIMS	FALK AUTO BODY INC		6,742.75
128750	06/24/2026	705 RISK MGMT ISF-INSURANCE	INSURANCE CLAIMS	FALK AUTO BODY INC		7,599.96
128750	06/24/2026	705 RISK MGMT ISF-INSURANCE	INSURANCE CLAIMS	FALK AUTO BODY INC		7,605.08
128750	06/24/2026	705 RISK MGMT ISF-INSURANCE	INSURANCE CLAIMS	FALK AUTO BODY INC		6,544.10
				Check Total:		38,331.54
128751	06/24/2026	211 LIBRARY	BOOKS	GALE/CENGAGE LEARNING INC		196.80
				Check Total:		196.80
128752	06/24/2026	101 GENERAL FUND	UNIFORM ALLOWANCE	GALLS INC		80.65
				Check Total:		80.65

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
128753	06/24/2026	101 GENERAL FUND	CUSTODIAL SERVICES	GFI PROPERY MAINTENANCE LLC		1,686.00
128753	06/24/2026	101 GENERAL FUND	CUSTODIAL SERVICES - STUDBAKER	GFI PROPERY MAINTENANCE LLC		392.00
128753	06/24/2026	101 GENERAL FUND	CUSTODIAL SERVICES	GFI PROPERY MAINTENANCE LLC		392.00
128753	06/24/2026	211 LIBRARY	CUSTODIAL SERVICES	GFI PROPERY MAINTENANCE LLC		2,200.00
128753	06/24/2026	101 GENERAL FUND	CUSTODIAL SERVICES	GFI PROPERY MAINTENANCE LLC		620.00
128753	06/24/2026	101 GENERAL FUND	OTHER PROF SERVICES NOC	GFI PROPERY MAINTENANCE LLC		392.00
128753	06/24/2026	101 GENERAL FUND	CUSTODIAL SERVICES	GFI PROPERY MAINTENANCE LLC		1,125.00
128753	06/24/2026	101 GENERAL FUND	CUSTODIAL SERVICES	GFI PROPERY MAINTENANCE LLC		1,686.00
128753	06/24/2026	602 SEWER UTILITY	CUSTODIAL SERVICES	GFI PROPERY MAINTENANCE LLC		1,350.00
				Check Total:		9,843.00
128754	06/24/2026	601 WATER UTILITY	SUPPLIES - CHEMICALS	HAWKINS CHEMICAL INC		30.00
128754	06/24/2026	601 WATER UTILITY	SUPPLIES - CHEMICALS	HAWKINS CHEMICAL INC		30.00
128754	06/24/2026	602 SEWER UTILITY	SUPPLIES - CHEMICALS	HAWKINS CHEMICAL INC		2,190.15
128754	06/24/2026	602 SEWER UTILITY	SUPPLIES - CHEMICALS	HAWKINS CHEMICAL INC		10.00
				Check Total:		2,260.15
128755	06/24/2026	601 WATER UTILITY	LAB SUPPLIES	HD SUPPLY FACILITIES MAINTENANCE LTD		2,375.68
128755	06/24/2026	705 RISK MGMT ISF-INSURANCE	INSURANCE CLAIMS	HD SUPPLY FACILITIES MAINTENANCE LTD		179.47
				Check Total:		2,555.15
128756	06/24/2026	211 LIBRARY	BOOKS	INGRAM LIBRARY SERVICES LLC		10.98
128756	06/24/2026	211 LIBRARY	BOOKS	INGRAM LIBRARY SERVICES LLC		235.16
128756	06/24/2026	211 LIBRARY	BOOKS	INGRAM LIBRARY SERVICES LLC		484.86
128756	06/24/2026	211 LIBRARY	BOOKS	INGRAM LIBRARY SERVICES LLC		224.79
				Check Total:		955.79
128757	06/24/2026	601 WATER UTILITY	MACH/EQUIP REPAIRS & MAINT	Jasper Engineering & Equipment Company		11,145.00
				Check Total:		11,145.00
128758	06/24/2026	209 AIRPORT	BUILDING REPAIR & MAINTENANCE	JOHNSON SANITATION INC		320.00
128758	06/24/2026	209 AIRPORT	BUILDING REPAIR & MAINTENANCE	JOHNSON SANITATION INC		520.00
				Check Total:		840.00
128759	06/24/2026	610 AMBULANCE	ACCTS REC-AMBULANCE EMS	JANET ROMNESS		56.52
				Check Total:		56.52
128760	06/24/2026	602 SEWER UTILITY	MILEAGE REIMBURSEMENT	JACK STRUSZ		263.90
128760	06/24/2026	602 SEWER UTILITY	MEALS	JACK STRUSZ		22.34
128760	06/24/2026	602 SEWER UTILITY	MEALS	JACK STRUSZ		42.77

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
				Check Total:		329.01
128761	06/24/2026	211 LIBRARY	BOOKS	KATHLEEN AUSE		43.90
				Check Total:		43.90
128762	06/24/2026	603 SOLID WASTE	OTHER OPERATING SUPPLIES NOC	LAWSON PRODUCTS INC		285.09
				Check Total:		285.09
128763	06/24/2026	101 GENERAL FUND	REGISTRATION & TUITION	LETAC USA LLC		5,985.00
128763	06/24/2026	101 GENERAL FUND	REGISTRATION & TUITION	LETAC USA LLC		6,384.00
				Check Total:		12,369.00
128764	06/24/2026	603 SOLID WASTE	BYPASS WASTE - MISCELLANEOUS	LIBERTY TIRE SERVICES OF OHIO LLC		7,236.78
				Check Total:		7,236.78
128765	06/24/2026	211 LIBRARY	BOOKS	LEANNE BENSON		19.99
				Check Total:		19.99
128766	06/24/2026	705 RISK MGMT ISF-INSURANCE	INSURANCE CLAIMS	LEAGUE OF MN CITIES		1,000.00
				Check Total:		1,000.00
128767	06/24/2026	705 RISK MGMT ISF-INSURANCE	WORKERS' COMPENSATION CLAIMS	LEAGUE OF MINNESOTA CITIES INSURANCE		1,269.46
128767	06/24/2026	705 RISK MGMT ISF-INSURANCE	WORKERS' COMPENSATION CLAIMS	LEAGUE OF MINNESOTA CITIES INSURANCE		556.46
128767	06/24/2026	705 RISK MGMT ISF-INSURANCE	WORKERS' COMPENSATION CLAIMS	LEAGUE OF MINNESOTA CITIES INSURANCE		182.61
128767	06/24/2026	705 RISK MGMT ISF-INSURANCE	WORKERS' COMPENSATION CLAIMS	LEAGUE OF MINNESOTA CITIES INSURANCE		1,584.61
128767	06/24/2026	705 RISK MGMT ISF-INSURANCE	WORKERS' COMPENSATION CLAIMS	LEAGUE OF MINNESOTA CITIES INSURANCE		573.82
				Check Total:		4,166.96
128768	06/24/2026	701 ADMIN SERVICES ISF	EDUCATION REIMBURSEMENT	MICHAEL BABB		750.60
128768	06/24/2026	701 ADMIN SERVICES ISF	EDUCATION REIMBURSEMENT	MICHAEL BABB		750.60
				Check Total:		1,501.20
128769	06/24/2026	701 ADMIN SERVICES ISF	DUES & MEMBERSHIPS	MCFOA		50.00
				Check Total:		50.00
128770	06/24/2026	702 CENTRAL SERVICES ISF	MERCHANDISE FOR RESALE	MERRICK INC		2,982.00
128770	06/24/2026	702 CENTRAL SERVICES ISF	MERCHANDISE FOR RESALE	MERRICK INC		2,982.00

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
				Check Total:		5,964.00
128771	06/24/2026	728 ENGINEERING ISF	OTHER PROF SERVICES NOC	MN DEPARTMENT OF TRANSPORTATION		1,194.30
				Check Total:		1,194.30
128772	06/24/2026	101 GENERAL FUND	BITUMINOUS MIXES	MONARCH PAVING CO		392.32
				Check Total:		392.32
128773	06/24/2026	101 GENERAL FUND	OTHER EQUIPMENT	MES SERVICE COMPANY LLC		4,294.82
				Check Total:		4,294.82
128774	06/24/2026	101 GENERAL FUND	OTHER EQUIPMENT	MUNSON ELECTRIC INC		1,026.84
128774	06/24/2026	101 GENERAL FUND	BUILDING REPAIR & MAINTENANCE	MUNSON ELECTRIC INC		1,216.60
				Check Total:		2,243.44
128775	06/24/2026	602 SEWER UTILITY	LAB SUPPLIES	MVTL LABORATORIES INC		92.00
				Check Total:		92.00
128776	06/24/2026	602 SEWER UTILITY	LAB SUPPLIES	NCL OF WISCONSIN INC		77.21
128776	06/24/2026	602 SEWER UTILITY	LAB SUPPLIES	NCL OF WISCONSIN INC		42.65
				Check Total:		119.86
128777	06/24/2026	101 GENERAL FUND	OTHER PROF SERVICES NOC	NEOO DEVELOPMENT LLC		12,500.00
128777	06/24/2026	101 GENERAL FUND	OTHER PROF SERVICES NOC	NEOO DEVELOPMENT LLC		17,300.00
				Check Total:		29,800.00
128778	06/24/2026	601 WATER UTILITY	ELECTRICAL UTILITIES	NICOLLET PROJECT LLC		106.91
128778	06/24/2026	101 GENERAL FUND	ELECTRICAL UTILITIES	NICOLLET PROJECT LLC		387.06
128778	06/24/2026	602 SEWER UTILITY	ELECTRICAL UTILITIES	NICOLLET PROJECT LLC		819.66
128778	06/24/2026	603 SOLID WASTE	ELECTRICAL UTILITIES	NICOLLET PROJECT LLC		1,829.13
128778	06/24/2026	101 GENERAL FUND	ELECTRICAL UTILITIES	NICOLLET PROJECT LLC		52.26
128778	06/24/2026	605 MARINA	ELECTRICAL UTILITIES	NICOLLET PROJECT LLC		209.97
128778	06/24/2026	101 GENERAL FUND	ELECTRICAL UTILITIES	NICOLLET PROJECT LLC		26.63
128778	06/24/2026	101 GENERAL FUND	ELECTRICAL UTILITIES	NICOLLET PROJECT LLC		461.63
128778	06/24/2026	601 WATER UTILITY	ELECTRICAL UTILITIES	NICOLLET PROJECT LLC		487.49
128778	06/24/2026	101 GENERAL FUND	ELECTRICAL UTILITIES	NICOLLET PROJECT LLC		177.55
128778	06/24/2026	601 WATER UTILITY	ELECTRICAL UTILITIES	NICOLLET PROJECT LLC		512.83
128778	06/24/2026	101 GENERAL FUND	ELECTRICAL UTILITIES	NICOLLET PROJECT LLC		104.52
128778	06/24/2026	101 GENERAL FUND	ELECTRICAL UTILITIES	NICOLLET PROJECT LLC		53.46
128778	06/24/2026	101 GENERAL FUND	ELECTRICAL UTILITIES	NICOLLET PROJECT LLC		159.79

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
128778	06/24/2026	211 LIBRARY	ELECTRICAL UTILITIES	NICOLLET PROJECT LLC		142.04
128778	06/24/2026	101 GENERAL FUND	ELECTRICAL UTILITIES	NICOLLET PROJECT LLC		445.47
128778	06/24/2026	101 GENERAL FUND	ELECTRICAL UTILITIES	NICOLLET PROJECT LLC		178.19
128778	06/24/2026	601 WATER UTILITY	ELECTRICAL UTILITIES	NICOLLET PROJECT LLC		49.95
128778	06/24/2026	101 GENERAL FUND	ELECTRICAL UTILITIES	NICOLLET PROJECT LLC		62.14
128778	06/24/2026	602 SEWER UTILITY	ELECTRICAL UTILITIES	NICOLLET PROJECT LLC		35.51
128778	06/24/2026	101 GENERAL FUND	ELECTRICAL UTILITIES	NICOLLET PROJECT LLC		147.36
128778	06/24/2026	602 SEWER UTILITY	ELECTRICAL UTILITIES	NICOLLET PROJECT LLC		89.09
128778	06/24/2026	101 GENERAL FUND	ELECTRICAL UTILITIES	NICOLLET PROJECT LLC		319.59
128778	06/24/2026	601 WATER UTILITY	ELECTRICAL UTILITIES	NICOLLET PROJECT LLC		609.40
128778	06/24/2026	101 GENERAL FUND	ELECTRICAL UTILITIES	NICOLLET PROJECT LLC		17.82
128778	06/24/2026	101 GENERAL FUND	ELECTRICAL UTILITIES	NICOLLET PROJECT LLC		1,741.46
128778	06/24/2026	101 GENERAL FUND	ELECTRICAL UTILITIES	NICOLLET PROJECT LLC		88.77
				Check Total:		9,315.68
128779	06/24/2026	101 GENERAL FUND	OTHER PROF SERVICES NOC	NORTHLAND SECURITIES INC		7,150.00
				Check Total:		7,150.00
128780	06/24/2026	211 LIBRARY	BOOKS	OVERDRIVE INC		199.99
128780	06/24/2026	211 LIBRARY	BOOKS	OVERDRIVE INC		184.99
				Check Total:		384.98
128781	06/24/2026	101 GENERAL FUND	MAINTENANCE SERVICE AGREEMENT	PAAPE ENERGY SERVICES		65.00
				Check Total:		65.00
128782	06/24/2026	101 GENERAL FUND	OTHER PROF SERVICES NOC	PLUNKETT'S PEST CONTROL		61.22
				Check Total:		61.22
128783	06/24/2026	701 ADMIN SERVICES ISF	EQUIP USAGE RENTALS & LEASES	QUADIENT, INC		4.99
128783	06/24/2026	101 GENERAL FUND	EQUIP USAGE RENTALS & LEASES	QUADIENT, INC		5.00
128783	06/24/2026	702 CENTRAL SERVICES ISF	EQUIP USAGE RENTALS & LEASES	QUADIENT, INC		5.00
128783	06/24/2026	101 GENERAL FUND	EQUIP USAGE RENTALS & LEASES	QUADIENT, INC		5.00
128783	06/24/2026	603 SOLID WASTE	EQUIP USAGE RENTALS & LEASES	QUADIENT, INC		5.00
128783	06/24/2026	101 GENERAL FUND	EQUIP USAGE RENTALS & LEASES	QUADIENT, INC		4.99
128783	06/24/2026	101 GENERAL FUND	EQUIP USAGE RENTALS & LEASES	QUADIENT, INC		5.00
128783	06/24/2026	236 PORT AUTHORITY	EQUIP USAGE RENTALS & LEASES	QUADIENT, INC		4.99
128783	06/24/2026	605 MARINA	EQUIP USAGE RENTALS & LEASES	QUADIENT, INC		5.00
128783	06/24/2026	101 GENERAL FUND	EQUIP USAGE RENTALS & LEASES	QUADIENT, INC		4.99
128783	06/24/2026	101 GENERAL FUND	POSTAGE	QUADIENT, INC		5.00
128783	06/24/2026	602 SEWER UTILITY	EQUIP USAGE RENTALS & LEASES	QUADIENT, INC		5.00
128783	06/24/2026	701 ADMIN SERVICES ISF	EQUIP USAGE RENTALS & LEASES	QUADIENT, INC		4.99

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
128783	06/24/2026	710 INFORMATION SERVICES ISF	EQUIP USAGE RENTALS & LEASES	QUADIENT, INC		4.99
128783	06/24/2026	728 ENGINEERING ISF	EQUIP USAGE RENTALS & LEASES	QUADIENT, INC		5.00
128783	06/24/2026	101 GENERAL FUND	EQUIP USAGE RENTALS & LEASES	QUADIENT, INC		5.00
128783	06/24/2026	211 LIBRARY	EQUIP USAGE RENTALS & LEASES	QUADIENT, INC		4.99
128783	06/24/2026	101 GENERAL FUND	EQUIP USAGE RENTALS & LEASES	QUADIENT, INC		4.99
128783	06/24/2026	701 ADMIN SERVICES ISF	EQUIP USAGE RENTALS & LEASES	QUADIENT, INC		4.99
128783	06/24/2026	701 ADMIN SERVICES ISF	EQUIP USAGE RENTALS & LEASES	QUADIENT, INC		4.99
128783	06/24/2026	701 ADMIN SERVICES ISF	EQUIP USAGE RENTALS & LEASES	QUADIENT, INC		4.99
128783	06/24/2026	101 GENERAL FUND	EQUIP USAGE RENTALS & LEASES	QUADIENT, INC		4.99
128783	06/24/2026	600 REFUSE COLLECTION & RECYC	EQUIP USAGE RENTALS & LEASES	QUADIENT, INC		5.00
128783	06/24/2026	601 WATER UTILITY	EQUIP USAGE RENTALS & LEASES	QUADIENT, INC		5.00
128783	06/24/2026	291 BUILDING INSPECTION	EQUIP USAGE RENTALS & LEASES	QUADIENT, INC		4.99
128783	06/24/2026	209 AIRPORT	EQUIP USAGE RENTALS & LEASES	QUADIENT, INC		4.99
				Check Total:		129.86
128784	06/24/2026	101 GENERAL FUND	BUILDING REPAIR SUPPLIES	RIESTER REFRIGERATION INC		305.00
				Check Total:		305.00
128785	06/24/2026	602 SEWER UTILITY	LAB SUPPLIES	RMB ENVIROMENTAL LABORATORIES INC		1,075.00
				Check Total:		1,075.00
128786	06/24/2026	101 GENERAL FUND	BUILDING REPAIR SUPPLIES	RYAN MECHANICAL INC		2,220.00
				Check Total:		2,220.00
128787	06/24/2026	101 GENERAL FUND	LANDSCAPING MATERIALS	SARGENTS NURSERY INC		449.70
128787	06/24/2026	101 GENERAL FUND	LANDSCAPING MATERIALS	SARGENTS NURSERY INC		371.38
128787	06/24/2026	101 GENERAL FUND	LANDSCAPING MATERIALS	SARGENTS NURSERY INC		652.91
128787	06/24/2026	101 GENERAL FUND	LANDSCAPING MATERIALS	SARGENTS NURSERY INC		149.94
128787	06/24/2026	101 GENERAL FUND	LANDSCAPING MATERIALS	SARGENTS NURSERY INC		3,611.70
128787	06/24/2026	101 GENERAL FUND	LANDSCAPING MATERIALS	SARGENTS NURSERY INC		647.46
128787	06/24/2026	101 GENERAL FUND	LANDSCAPING MATERIALS	SARGENTS NURSERY INC		455.00
128787	06/24/2026	602 SEWER UTILITY	BUILDING REPAIR SUPPLIES	SARGENTS NURSERY INC		170.00
128787	06/24/2026	602 SEWER UTILITY	BUILDING REPAIR & MAINTENANCE	SARGENTS NURSERY INC		170.00
128787	06/24/2026	101 GENERAL FUND	LANDSCAPING MATERIALS	SARGENTS NURSERY INC		73.98
128787	06/24/2026	101 GENERAL FUND	LANDSCAPING MATERIALS	SARGENTS NURSERY INC		16.99
128787	06/24/2026	101 GENERAL FUND	LANDSCAPING MATERIALS	SARGENTS NURSERY INC		359.40
128787	06/24/2026	602 SEWER UTILITY	BUILDING REPAIR & MAINTENANCE	SARGENTS NURSERY INC		56.25
128787	06/24/2026	101 GENERAL FUND	LANDSCAPING MATERIALS	SARGENTS NURSERY INC		1,399.21
128787	06/24/2026	101 GENERAL FUND	LANDSCAPING MATERIALS	SARGENTS NURSERY INC		299.62
128787	06/24/2026	101 GENERAL FUND	LANDSCAPING MATERIALS	SARGENTS NURSERY INC		1,054.73
128787	06/24/2026	101 GENERAL FUND	OTHER OPERATING SUPPLIES NOC	SARGENTS NURSERY INC		242.73
128787	06/24/2026	101 GENERAL FUND	LANDSCAPING MATERIALS	SARGENTS NURSERY INC		90.00

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
128787	06/24/2026	101 GENERAL FUND	LANDSCAPING MATERIALS	SARGENTS NURSERY INC		1,030.55
128787	06/24/2026	101 GENERAL FUND	LANDSCAPING MATERIALS	SARGENTS NURSERY INC		40,380.00
128787	06/24/2026	101 GENERAL FUND	LANDSCAPING MATERIALS	SARGENTS NURSERY INC		56.93
128787	06/24/2026	602 SEWER UTILITY	BUILDING REPAIR & MAINTENANCE	SARGENTS NURSERY INC		85.00
128787	06/24/2026	101 GENERAL FUND	LANDSCAPING MATERIALS	SARGENTS NURSERY INC		116.85
128787	06/24/2026	602 SEWER UTILITY	BUILDING REPAIR & MAINTENANCE	SARGENTS NURSERY INC		170.00
128787	06/24/2026	101 GENERAL FUND	LANDSCAPING MATERIALS	SARGENTS NURSERY INC		283.55
128787	06/24/2026	101 GENERAL FUND	LANDSCAPING MATERIALS	SARGENTS NURSERY INC		415.59
128787	06/24/2026	101 GENERAL FUND	LANDSCAPING MATERIALS	SARGENTS NURSERY INC		682.86
128787	06/24/2026	101 GENERAL FUND	LANDSCAPING MATERIALS	SARGENTS NURSERY INC		143.76
128787	06/24/2026	101 GENERAL FUND	LANDSCAPING MATERIALS	SARGENTS NURSERY INC		600.00
128787	06/24/2026	101 GENERAL FUND	LANDSCAPING MATERIALS	SARGENTS NURSERY INC		283.55
128787	06/24/2026	101 GENERAL FUND	LANDSCAPING MATERIALS	SARGENTS NURSERY INC		1,249.75
128787	06/24/2026	101 GENERAL FUND	LANDSCAPING MATERIALS	SARGENTS NURSERY INC		500.39
128787	06/24/2026	605 MARINA	REPAIRS & MAINTENANCE NOC	SARGENTS NURSERY INC		357.74
128787	06/24/2026	101 GENERAL FUND	LANDSCAPING MATERIALS	SARGENTS NURSERY INC		157.90
128787	06/24/2026	101 GENERAL FUND	OTHER PROF SERVICES NOC	SARGENTS NURSERY INC		20,400.00
128787	06/24/2026	101 GENERAL FUND	LANDSCAPING MATERIALS	SARGENTS NURSERY INC		20,410.00
128787	06/24/2026	602 SEWER UTILITY	BUILDING REPAIR & MAINTENANCE	SARGENTS NURSERY INC		527.79
				Check Total:		98,123.21
128788	06/24/2026	702 CENTRAL SERVICES ISF	MERCHANDISE FOR RESALE	SCHILLING SUPPLY COMPANY INC		1,262.74
				Check Total:		1,262.74
128789	06/24/2026	605 MARINA	MERCHANDISE FOR RESALE	SHAMROCK GROUP LLC		117.53
				Check Total:		117.53
128790	06/24/2026	602 SEWER UTILITY	LANDFILL / WASTE CHARGES	SKB ENVIROMENTAL INC		1,300.19
				Check Total:		1,300.19
128791	06/24/2026	101 GENERAL FUND	OTHER REPAIR & MAINT SUPPLIES	GOODHUE COUNTY SHERIFF'S OFFICE		3,770.00
				Check Total:		3,770.00
128792	06/24/2026	101 GENERAL FUND	TRAINING FUNDS	SIEVERS CREATIVE LLC		247.90
				Check Total:		247.90
128793	06/24/2026	101 GENERAL FUND	TOWING CHARGES	SIEWERT'S GARAGE INC		295.00
				Check Total:		295.00
128794	06/24/2026	467 STURGEON LAKE ROAD	ENGINEERING SERVICES	STANTEC CONSULTING SERVICES INC		8,965.39

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				Check Total:		8,965.39
128795	06/24/2026	101 GENERAL FUND	FIRE ARMS & SHOOTING SUPPLIES	STREICHER'S INC		514.00
				Check Total:		514.00
128796	06/24/2026	101 GENERAL FUND	RACIAL EQUITY ACTIVITIES	SHELDON THEATER		1,498.50
				Check Total:		1,498.50
128797	06/24/2026	600 REFUSE COLLECTION & RECYC	ACCOUNTS PAYABLE	PAUL E & LAURA I SCHMIDT		0.27
128797	06/24/2026	600 REFUSE COLLECTION & RECYC	ACCOUNTS PAYABLE	PAUL E & LAURA I SCHMIDT		1.88
128797	06/24/2026	600 REFUSE COLLECTION & RECYC	ACCOUNTS PAYABLE	PAUL E & LAURA I SCHMIDT		0.40
128797	06/24/2026	600 REFUSE COLLECTION & RECYC	ACCOUNTS PAYABLE	PAUL E & LAURA I SCHMIDT		3.79
128797	06/24/2026	650 SANITARY SEWER REPLACEME	ACCOUNTS PAYABLE	PAUL E & LAURA I SCHMIDT		6.98
128797	06/24/2026	652 STORM WATER	ACCOUNTS PAYABLE	PAUL E & LAURA I SCHMIDT		3.36
128797	06/24/2026	651 WATER REPLACEMENT	ACCOUNTS PAYABLE	PAUL E & LAURA I SCHMIDT		8.22
128797	06/24/2026	602 SEWER UTILITY	ACCOUNTS PAYABLE	PAUL E & LAURA I SCHMIDT		30.39
128797	06/24/2026	600 REFUSE COLLECTION & RECYC	ACCOUNTS PAYABLE	PAUL E & LAURA I SCHMIDT		1.55
128797	06/24/2026	601 WATER UTILITY	ACCOUNTS PAYABLE	PAUL E & LAURA I SCHMIDT		35.37
				Check Total:		92.21
128798	06/24/2026	651 WATER REPLACEMENT	ACCOUNTS PAYABLE	ANTHONY E & WHITNEY M SEYFFER		28.77
128798	06/24/2026	602 SEWER UTILITY	ACCOUNTS PAYABLE	ANTHONY E & WHITNEY M SEYFFER		29.51
128798	06/24/2026	600 REFUSE COLLECTION & RECYC	ACCOUNTS PAYABLE	ANTHONY E & WHITNEY M SEYFFER		1.07
128798	06/24/2026	650 SANITARY SEWER REPLACEME	ACCOUNTS PAYABLE	ANTHONY E & WHITNEY M SEYFFER		24.41
128798	06/24/2026	601 WATER UTILITY	ACCOUNTS PAYABLE	ANTHONY E & WHITNEY M SEYFFER		34.33
128798	06/24/2026	600 REFUSE COLLECTION & RECYC	ACCOUNTS PAYABLE	ANTHONY E & WHITNEY M SEYFFER		1.54
128798	06/24/2026	600 REFUSE COLLECTION & RECYC	ACCOUNTS PAYABLE	ANTHONY E & WHITNEY M SEYFFER		5.95
128798	06/24/2026	652 STORM WATER	ACCOUNTS PAYABLE	ANTHONY E & WHITNEY M SEYFFER		12.95
128798	06/24/2026	600 REFUSE COLLECTION & RECYC	ACCOUNTS PAYABLE	ANTHONY E & WHITNEY M SEYFFER		7.23
128798	06/24/2026	600 REFUSE COLLECTION & RECYC	ACCOUNTS PAYABLE	ANTHONY E & WHITNEY M SEYFFER		14.62
				Check Total:		160.38
128799	06/24/2026	652 STORM WATER	ACCOUNTS PAYABLE	AARON THOMPSON		3.31
128799	06/24/2026	600 REFUSE COLLECTION & RECYC	ACCOUNTS PAYABLE	AARON THOMPSON		3.74
128799	06/24/2026	600 REFUSE COLLECTION & RECYC	ACCOUNTS PAYABLE	AARON THOMPSON		1.53
128799	06/24/2026	602 SEWER UTILITY	ACCOUNTS PAYABLE	AARON THOMPSON		7.22
128799	06/24/2026	600 REFUSE COLLECTION & RECYC	ACCOUNTS PAYABLE	AARON THOMPSON		0.39
128799	06/24/2026	600 REFUSE COLLECTION & RECYC	ACCOUNTS PAYABLE	AARON THOMPSON		0.28
128799	06/24/2026	600 REFUSE COLLECTION & RECYC	ACCOUNTS PAYABLE	AARON THOMPSON		1.86
128799	06/24/2026	601 WATER UTILITY	ACCOUNTS PAYABLE	AARON THOMPSON		8.40
128799	06/24/2026	651 WATER REPLACEMENT	ACCOUNTS PAYABLE	AARON THOMPSON		7.37

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128799	06/24/2026	650 SANITARY SEWER REPLACEME	ACCOUNTS PAYABLE	AARON THOMPSON		6.26
				Check Total:		40.36
128800	06/24/2026	602 SEWER UTILITY	ACCOUNTS PAYABLE	JACK R GRUBISH & KAYLA N VON BEHREN		32.15
128800	06/24/2026	600 REFUSE COLLECTION & RECYC	ACCOUNTS PAYABLE	JACK R GRUBISH & KAYLA N VON BEHREN		2.43
128800	06/24/2026	650 SANITARY SEWER REPLACEME	ACCOUNTS PAYABLE	JACK R GRUBISH & KAYLA N VON BEHREN		38.79
128800	06/24/2026	600 REFUSE COLLECTION & RECYC	ACCOUNTS PAYABLE	JACK R GRUBISH & KAYLA N VON BEHREN		23.23
128800	06/24/2026	600 REFUSE COLLECTION & RECYC	ACCOUNTS PAYABLE	JACK R GRUBISH & KAYLA N VON BEHREN		11.50
128800	06/24/2026	652 STORM WATER	ACCOUNTS PAYABLE	JACK R GRUBISH & KAYLA N VON BEHREN		20.57
128800	06/24/2026	601 WATER UTILITY	ACCOUNTS PAYABLE	JACK R GRUBISH & KAYLA N VON BEHREN		37.41
128800	06/24/2026	600 REFUSE COLLECTION & RECYC	ACCOUNTS PAYABLE	JACK R GRUBISH & KAYLA N VON BEHREN		9.45
128800	06/24/2026	651 WATER REPLACEMENT	ACCOUNTS PAYABLE	JACK R GRUBISH & KAYLA N VON BEHREN		45.72
128800	06/24/2026	600 REFUSE COLLECTION & RECYC	ACCOUNTS PAYABLE	JACK R GRUBISH & KAYLA N VON BEHREN		1.72
				Check Total:		222.97
128801	06/24/2026	600 REFUSE COLLECTION & RECYC	ACCOUNTS PAYABLE	SHAYNE DICKE		0.10
128801	06/24/2026	601 WATER UTILITY	ACCOUNTS PAYABLE	SHAYNE DICKE		30.13
128801	06/24/2026	600 REFUSE COLLECTION & RECYC	ACCOUNTS PAYABLE	SHAYNE DICKE		0.70
128801	06/24/2026	600 REFUSE COLLECTION & RECYC	ACCOUNTS PAYABLE	SHAYNE DICKE		0.15
128801	06/24/2026	652 STORM WATER	ACCOUNTS PAYABLE	SHAYNE DICKE		1.25
128801	06/24/2026	650 SANITARY SEWER REPLACEME	ACCOUNTS PAYABLE	SHAYNE DICKE		2.36
128801	06/24/2026	602 SEWER UTILITY	ACCOUNTS PAYABLE	SHAYNE DICKE		25.89
128801	06/24/2026	651 WATER REPLACEMENT	ACCOUNTS PAYABLE	SHAYNE DICKE		2.79
128801	06/24/2026	600 REFUSE COLLECTION & RECYC	ACCOUNTS PAYABLE	SHAYNE DICKE		0.58
128801	06/24/2026	600 REFUSE COLLECTION & RECYC	ACCOUNTS PAYABLE	SHAYNE DICKE		1.41
				Check Total:		65.36
128802	06/24/2026	603 SOLID WASTE	OTHER OPERATING SUPPLIES NOC	ULINE INC		2,138.08
				Check Total:		2,138.08
128803	06/24/2026	101 GENERAL FUND	LAND IMPROVEMENTS	UPPER MIDWEST ATHLETIC CONSTRUCTION		10,240.00
128803	06/24/2026	101 GENERAL FUND	LAND IMPROVEMENTS	UPPER MIDWEST ATHLETIC CONSTRUCTION		10,240.00
				Check Total:		20,480.00
128804	06/24/2026	602 SEWER UTILITY	LAB SUPPLIES	VWR FUNDING INC		88.02
				Check Total:		88.02
128805	06/24/2026	601 WATER UTILITY	CONSULTING SERVICES	WATER CONSERVATION SERVICES INC		608.58
				Check Total:		608.58

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
128806	06/24/2026	209 AIRPORT	OTHER PROF SERVICES NOC	WESTMOR INDUSTRIES LLC		1,820.08
				Check Total:		1,820.08
128807	06/24/2026	101 GENERAL FUND	BUILDING REPAIR SUPPLIES	WW GRAINGER INC		248.92
128807	06/24/2026	101 GENERAL FUND	BUILDING REPAIR SUPPLIES	WW GRAINGER INC		65.20
				Check Total:		314.12
128808	06/24/2026	610 AMBULANCE	MEDICAL SUPPLIES	ZOLL MEDICAL CORPORATION		315.00
				Check Total:		315.00
				Report Total:		473,179.27

Accounts Payable

Checks for Approval

User: ljohnson
Printed: 7/9/2026 - 10:18 AM

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
129027	07/08/2026	211 LIBRARY	BOOKS	BLACKSTONE AUDIO INC		252.25
129027	07/08/2026	211 LIBRARY	BOOKS	BLACKSTONE AUDIO INC		35.99
				Check Total:		288.24
129028	07/08/2026	211 LIBRARY	PROGRAMMING SERVICES	BIG TURN MUSIC FESTIVAL LLC		528.90
				Check Total:		528.90
129029	07/08/2026	211 LIBRARY	BOOKS	CENTER POINT INC		51.54
				Check Total:		51.54
129030	07/08/2026	211 LIBRARY	BOOKS	INGRAM LIBRARY SERVICES LLC		254.41
129030	07/08/2026	211 LIBRARY	BOOKS	INGRAM LIBRARY SERVICES LLC		212.24
129030	07/08/2026	211 LIBRARY	BOOKS	INGRAM LIBRARY SERVICES LLC		738.47
				Check Total:		1,205.12
129031	07/08/2026	211 LIBRARY	BOOKS	STAR TRIBUNE		829.30
				Check Total:		829.30
				Report Total:		2,903.10

Accounts Payable

Checks for Approval

User: ljohnson
Printed: 7/1/2026 - 4:49 PM

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
128809	06/25/2026	211 LIBRARY	SPECIAL EVENTS/PROJECTS	ZENBOOTH INC		19,030.00
				Check Total:		19,030.00
				Report Total:		19,030.00

Red Wing City Council
City Council Workshop
City Council Chambers
June 22, 2026

Council Members Present: Council President Janie Farrar; Council Members Vicki Jo Lambert, Beth Snyder, Kim Beise, Ron Goggin, and Donald Kliewer

Council Members Absent: Council Member Becky Norton

Others Present: Gary Iocco, Mayor; Chris Heineman, City Council Administrator; Kyle Klatt, Community Development Director; Melissa Hill, City Clerk; Michelle Leise, Public Information & Engagement Officer; Brian Metling, Assistant Police Chief; Shawn Blaney, Public Works Director; Mike Warner, Fire Chief; Steve Kohn, Planning Manager; Zach Regnier, Engineering Director; Apurva Patel, Development Services Group, LLC Representative; Kolbe Kryzanowski, Baker Tilly Municipal Advisor; Jenny Boulton, City Attorney with Kutak Rock, LLP

Agenda Item 1

Call to Order

Council President Janie Farrar welcomed attendees and convened the workshop at 5:00 p.m.

Agenda Item 2

Workshop Items

A. North Service Drive Sidewalk Update/Snow Removal Policy.

Council President Farrar noted that staff is looking for input from the Council.

Engineering Director Regnier introduced the item and explained that staff is looking for a consensus from the Council regarding the sidewalk project and who maintains the proposed sidewalk.

Public Works Director Blaney reviewed the public feedback regarding the City's snow and ice policy.

Council Member Lambert asked why the business owners were unwilling to maintain the sidewalks. Director Blaney replied that he did not know. Director Regnier added that there is typically pushback in scenarios like this and that the mall property commented that they are being required to maintain more than other properties. The properties are tight to the road, so there is a lot of snow plowed snow that gets put on the sidewalks.

Council Administrator Heineman provided additional context for the Council and explained that the City is looking to make the snow and ice policy more nuanced to consider what paths people are taking and should be maintained throughout the winter. It is likely that the revamped policy would include a tier system.

Mayor Iocco expressed support for the City to maintain areas of the sidewalk because businesses are not going to invest in big snow removal equipment just to maintain 150 feet of sidewalk.

Council Member Kliewer asked what a cost estimate would be if the City maintained the entire sidewalk. Director Blaney replied that they do not have an estimate, the route takes 10 to 12 hours, and they cannot extend the route, which is why they are proposing a tier system.

Council Member Goggin expressed support for the proposal since it would be heavy snow from the snow plows, and property owners would not be able to maintain it without purchasing heavy equipment. Council Member Snyder expressed support for the proposal.

Council President Farrar expressed support for the proposal and the tier system.

Council Member Kliewer asked how entrances into businesses would be cleared of snow. Director Blaney replied that the driveway apron would be the property owner's responsibility.

B. TIF Agreement for Fleischman's Malting Project.

Community Development Director Klatt presented on the tax increment financing assistance agreement for TIF District 9-3, the Fleischmann Maltery Site. He reviewed the background, the project summary, the TIF financial summary, the previous projects, the TIF plan details for Maltery, the TIF findings, and the staff recommendation.

Baker Tilly Municipal Advisor, Kolbe Kryzanowski, presented the Tax Increment Financing (TIF) overview and the Maltery preliminary project overview.

Port Authority Board Chair Paul Reding noted that it is a significant investment for the developer, and the TIF financing may not cover all of the costs for the development. He mentioned another option for the City is to use revenue bonds, which would provide access to lower interest rates.

Mayor Iocco asked how revenue bonds would work. City Attorney with Kutak Rock, LLP, Jenny Boulton, replied that TIF revenue bonds do not work entirely differently from what the developer would be doing with their own financing. There is an opportunity to do tax-exempt general obligation TIF bonds. A TIF revenue bond would look at the projected increments, and a lender would take into account the unknowns of the projections and the timeline of the project. A TIF revenue bond would not be much more efficient than what the developer can get by using a pay-as-you-go note as collateral for a loan.

Development Services Group, LLC Representative, Apurva Patel, presented on the Maltery Development. He reviewed the property overview, the project summary, the project statistics, the site location and plan, the building massing study, and the site plan and building views concept. He explained the financing for the project.

Council Member Lambert asked if a revenue bond and TIF funding could be used together. Director Klatt replied that the City typically does one or the other because it causes less risk to the City. There are other ways to finance a project.

Mr. Kryzanowski explained that the City would be using a single source of revenue with the TIF. Any public financing increases risk to the City.

Council Member Goggin asked if the proposed fully furnished apartment rentals would be like a Vrbo or a hotel. Mr. Patel replied that it would be short-term rentals and not a Vrbo.

Administrator Heineman reviewed the length of the term and noted that the timing is good with Xcel Energy and will expand the tax capacity.

Agenda Item 3

Adjournment

The workshop adjourned at 6:10 p.m.

_____

Janie Farrar, Council President

ATTEST:

_____

Melissa Hill, MCMC

Red Wing City Council
Regular Meeting
City Council Chambers
June 22, 2026

Council Members Present: Council President Janie Farrar; Council Members Donald Kliewer, Beth Snyder, Kim Beise, Vicki Jo Lambert, and Ron Goggin

Members Absent: Council Member Becky Norton (excused absence)

Others Present: Gary Iocco, Mayor; Melissa Hill, City Clerk; Chris Heineman, City Council Administrator; Amy Mace, City Attorney; Brian Melting, Assistant Police Chief; Dan Brower, Library Director; Marshall Hallock, Administrative Business Director; Kyle Klatt, Community Development Director; Mike Warner, Fire Chief; Shawn Blaney, Public Works Director; Steve Kohn, Planning Manager; Zach Regnier, Engineering Director; Michelle Leise, Public Information and Engagement Officer

Agenda Item 1

Call to Order
Council President Janie Farrar called the meeting to order at 6:30 p.m.

Agenda Item 2

Pledge of Allegiance
Council President Farrar led the recitation of the Pledge of Allegiance.

Agenda Item 3

Excusal of Members
A motion was made by Council Member Lambert, seconded by Council Member Goggin, to excuse the absence of Council Member Becky Norton. A vote was conducted, and the motion carried unanimously by a vote of 6:0.

Agenda Item 4

Approval of Agenda
Council President stated item 8Q has been removed from the agenda prior to the meeting.

A motion was made by Council Member Snyder, seconded by Council Member Lambert, to approve the agenda as drafted. A vote was conducted, and the motion carried unanimously by a vote of 6:0.

Agenda Item 5

Proclamations and Recognitions

A. Red Wing Flower Basket Fundraising Day Proclamation.
Mayor Iocco read a proclamation and recognized Red Wing Downtown Main Street, the Red Wing Area Chamber of Commerce, and the Noontime Kiwanis, and

encouraged them to continue and preserve a beloved community tradition and raise funds for the flower baskets during a June 27 fundraising event.om

B. Introduction of the Mayor for the Day Essay Contest Winner.
Council President Farrar introduced the Mayor of the Day, Piper Hanson, as she is the winner of the 2026 Essay Contest. Ms. Hanson stated she is going into fourth grade.

Agenda Item 6

Presentations
There were no presentations.

Agenda Item 7

Public Comment
Council President Farrar reviewed the public comment procedure and provided a reminder about the three-minute time limit.

Emily Foos, Red Wing Arts Executive Director, noted that they were putting on the America's 250th Celebration in the City. She informed the Council and the public about the activities taking place in Red Wing on July 4, 2026. Michelle Larson of the Chamber of Commerce spoke to the fireworks and the businesses contributing to the activities. There will be music in Levee Park and food trucks. She encouraged the community to bring picnic baskets and blankets and reviewed the various activities that would be happening throughout the day. Andrea Hanson of Downtown Main Street provided information on how the public can contribute to this event.

Amber Dawn Plank Warfield, Ward 4, Red Wing, noted that the past week, the City celebrated Juneteenth and Pride; she explained she was surprised by how few of the local leadership were at the events. Representation means showing up and standing with the people that they serve. She addressed the statements that Council President Farrar made before Public Comment regarding comments directed towards identifiable individuals. She gave credit to Carol Overland for raising the issue and pointing out that the language was not part of the Council's adopted roles or procedures. She explained that she has been interrupted because her comments could be identifiable to an individual, and has changed the language of her comments to comply with the request. She wondered how many comments were not made because people were too afraid to say anything. Transparent governments should welcome criticism.

Ammasiah Plank, Ward 4, Red Wing, spoke to the Juneteenth and Pride events and thanked those who attended. She noted that someone walked on the property she lives on and tore and took down flags that were hanging up. Ms. Plank read what each flag said.

Jim Stahl, Red Wing, thanked the Police Department for their increased efforts to enforce speeding limits in his neighborhood, but stated that it is not enough. He asked for a crosswalk at Minnesota Street and 4th Street. He spoke to the bags of construction

debris that the Council was given as a “gift” from a resident during the last meeting’s public comment period and explained that the City could have sold the land for hundreds of thousands of dollars, but instead used funds to tear down the building and did not sell the land. He expressed his disappointment in the Council’s decision and asked that they represent the people they serve instead of themselves.

Mattias Plank, Ward 4, Red Wing, explained that it is offensive that the Council President keeps saying people’s names wrong.

Jim Krie, Red Wing, asked the Council not to approve the high-density housing on agenda item 9H.

Carrie Ploen, Red Wing, spoke to agenda item 9H and stated she is against high-density housing. RM-3 zoning brings in more traffic, noise, and activity. Without proper buffers, tall buildings will block natural light, reduce air movement, and cast long shadows over properties. She expressed concerns regarding privacy and the environment. RM-3 zoning should meet the same buffer requirements as B-2 zoning when boarding lower density zones.

Kiel Ploen, Red Wing, spoke against agenda item 9H and stated that the rezoning of the properties is premature. The City is moving forward without the support from the neighborhood, and without a plan or a vision for the site. He asked that the Council listen to the people.

Deb Schultz, Red Wing, spoke to agenda item 9H and explained that she believes that the guidelines for the Jefferson School site do not exist in RM-3 zoning requirements. Once the property is sold to a developer, the site will be RM-3 zoning and will only require staff approval instead of going before the Planning Commission or the City Council. She asked that the Council listen to the residents.

Kelly Gadient, Ward 1, Red Wing, spoke to agenda item 9F and explained the reasons for the rezoning and subdivision request, and noted that she is hoping to subdivide her lot so the current farmhouse can be on its own property.

Paul Burnham, Ward 2, Red Wing, spoke to agenda item 9H and noted his appreciation for the communication from the City. He expressed concern about the infringement on the park at the Jefferson School site and that it is not consistent with the 2040 Comprehensive Plan. Jefferson School Park is currently referenced as a school park, which the City says can be a supplemental resource for the community. He explained that the park fits more as a neighborhood park. Zoning that would allow a building or parking lot to overtake the green space would take away the flexibility of the green space. He stated he would be in support of the rezoning as long as the entire park space was maintained, or if the development was setback to have the property split and rezone the school property, and maintain the green space.

Lori Stahl, Red Wing, spoke to agenda item 9H and addressed comments that were made during the Planning Commission meeting by Commissioners. She encouraged the Council to remember that there are taxpayers making developments in the City possible, and to do their due diligence in considering the proposed sites, and to listen to the people.

Jim Stahl, Red Wing, spoke to agenda item 9H and noted that the rezoning is an example of “spot zoning” and will decrease property values in the area. He asked for the permit for the City street, sewer, and water in the alleyway to be released.

Apurva Patel, developer, stated he will not be developing any of the properties addressed in agenda item 9H, but he wanted the public to know and understand that the Council will get oversight with RM-3 zoning and that there are guardrails in place already with that zoning designation.

Daryl Duden, Red Wing, spoke to agenda item 9H. He praised the Council for the work they do and the sheer volume of the packets they have to wade through. He noted he does not want RM-3 rezoning in the proposed areas and encouraged the Council to keep the playground at the Jefferson School site.

Agenda Item 8

Consent Agenda

Council President Farrar noted that Council Members may pull Consent Agenda items for further discussion.

A. Motion to Approve Bills (Warrant #128339 - 128588, totaling $2,099,135.22).

B. Motion to Approve Minutes.
1. **June 1, 2026, Regular Meeting Minutes.**
2. **June 8, 2026, Budget Workshop Minutes.**

C. Board and Commission Appointments.
1. Motion to Appoint Colton Auge to the Sustainability Commission for a First Term Expiring May 31, 2027.
2. Motion to Appoint Gracie Plath to the Human Rights Commission for a First Term Expiring May 31, 2027.

D. Motion to Approve Finance Report.

E. Motion to Adopt Resolution No. 8180, Hiring and Appointing Election Judges for the August 11, 2026, Primary Election and the November 3, 2026, General Election.

Minnesota Statutes 204B.21, Subd. 2, requires election judges for precincts in a municipality to be appointed by the governing body of the municipality. Staff recommends approval of Resolution No. 8180.

F. Motion to Approve Private Use of Public Property (PUPP) Application for City of Red Wing Touch-a-Truck.

The City of Red Wing will be participating in a free community gathering where people of all ages can explore some of the City of Red Wing's vehicles that serve our community. The event will feature vehicles from the City of Red Wing Fire, Police, and Public Works Departments. The event will take place on Thursday, July 16, 2026, from 5 p.m. to 7 p.m. in downtown Red Wing. The estimated cost associated with the event is $3,227.99 and will be absorbed within existing departmental budgets.

G. Motion to Approve 2026 Food Wagon License for Todd Burt, DBA Big River BBQ, from Lake City, MN.

H. Motion to Approve a Three-Day Temporary Liquor License for Red Wing Elks Lodge #845 for the River City Days Community Festival.

All paperwork has been submitted and staff recommends approval.

I. Motion to Approve a Memorandum of Agreement Regarding Appointing a Temporary Public Works Clerk II with the American Federation of State, County, and Municipal Employees (AFSCME) Clerical/Technical Unit.

The City Council is asked to approve the Memorandum of Agreement. Staff recommends approval.

J. Motion to Adopt Resolution No. 8181, Authorizing Execution of a Joint Powers Agreement with the Minnesota Department of Health for Wastewater Disease Monitoring.

Staff is requesting the City Council approve a resolution authorizing the City Administrator to execute a Joint Powers Agreement between the City of Red Wing and the Minnesota Department of Health (MDH) for participation in the State's wastewater disease monitoring program.

K. Actions Related to an Amendment to a State Grant for Phase 2 Replacement and Relocation of the Automated Weather Observing Station (AWOS) at the Red Wing Regional Airport.

The Automated Weather System (AWOS) at the Red Wing Regional Airport (RGK) is aging and in need of replacement. While completing the project in the summer of 2025, it was discovered that additional work was necessary to finish the project. City staff were informed that the state grant was being amended to allow for additional funding to complete the project. The City has been awarded an additional $14,300 to cover final design coordination, and the state will again pay 100%.

1. Motion to Adopt Resolution No. 8182, Authorizing the Council Administrator and Public Works Director to Sign on Behalf of the City of Red Wing.
2. Motion to Approve Contract No. 1054005 with MnDOT, an Amendment to Phase 2 Replacement and Relocation of the AWOS at the Red Wing Regional Airport.

~~L. Motion to Authorize the Red Wing Police Department to Apply for the Minnesota Department of Public Safety, Office of Justice Programs, Crisis~~

~~**Intervention & Behavioral Health Grant, under the Byrne State Crisis Intervention Program, to Support an Embedded Social Worker Position within the Red Wing Police Department.**~~
This item was pulled by Council Member Goggin.

M. Motion to Authorize the Red Wing Police Department to Prepare and Submit a Grant Application for the FEMA Counter-Unmanned Aircraft Systems Grant Program in Late 2026 for 2027.

N. Short-Term Extension of Red Wing Ignite Lease with the City of Red Wing.
Red Wing Ignite is asking to extend their lease in the City Hall Annex building for an additional six months to provide time to complete their planning and reorganization work to determine their longer-range space needs. The proposed extension would follow the same terms approved in December 2025 by the City Council.

O. Motion to Approve an Additional Appropriation of $57,942 from the Water Utility Enterprise Fund (Fund 601) to Complete the Well 8-2 Rehabilitation Project.
During rehabilitation work, contractors discovered that the well's pitless spool and pitless body were in significantly deteriorated condition and leaking water. Because these components are essential for maintaining a watertight connection between the well and the water distribution system, staff determined that replacement was necessary to ensure the well's long-term reliability and operation. This additional appropriation will fund the unforeseen replacement work and allow the project to be completed.

P. Motion to Approve Resolution No. 8183, Certifying Rural and Urban Service Taxing Districts.
The City Council is asked to approve a resolution certifying the rural and urban service taxing districts pursuant to the authority granted by MN §272.67.

~~**Q. Motion to Approve Private Underground Electric Service Use Agreement with the Red Wing Yacht Club.**~~
~~Staff recommend approval of the Private Underground Electric Service Use Agreement between the City of Red Wing and the Red Wing Yacht Club to allow installation and maintenance of a privately owned underground electrical service line through a portion of Bay Point Park to provide electrical service to Booms 7 and 8.~~
This item was removed from the agenda prior to the meeting.

R. Motion to Approve Lease Renewal with Red Wing Marina.
The City of Red Wing has historically leased portions of the Upper Harbor waterfront to Red Wing Marina for the operation of marina facilities serving recreational boaters. The proposed lease establishes the terms and conditions under which Red Wing Marina will continue to operate and maintain marina facilities located on City-owned property and water areas. Staff recommends approval of the lease renewal.

A motion was made by Council Member Snyder, seconded by Council Member Lambert, to approve the Consent Agenda minus item 8L. Upon call of the roll, Council Members Beise, Lambert, Goggin, Kliewer, Farrar, and Snyder voted aye; no nay. Six ayes; no nays; motion carried.

L. Motion to Authorize the Red Wing Police Department to Apply for the Minnesota Department of Public Safety, Office of Justice Programs, Crisis Intervention & Behavioral Health Grant, under the Byrne State Crisis Intervention Program, to Support an Embedded Social Worker Position within the Red Wing Police Department.

Council Member Goggin pulled the item and expressed concern that accepting the grant would lead to another position being added to the City and would have to be maintained after the grant ends. Assistant Police Chief Metling stated he understood, and the position would benefit the community greatly because there has been an increase in the need for mental health resources.

A motion was made by Council Member Snyder, seconded by Council Member Beise, to authorize the Red Wing Police Department to apply for the Minnesota Department of Public Safety, Office of Justice Programs, Crisis Intervention & Behavioral Health Grant, under the Byrne State Crisis Intervention Program, to support an Embedded Social Worker Position within the Red Wing Police Department. A vote was conducted, and the motion carried by a vote of 5:1, with Council Member Goggin dissenting.

Agenda Item 9

Motions and General Business

A. Actions Related to the Street Reconstruction Plan.

Finance Director Hallock introduced the item and explained the process.

1. Conduct the Public Hearing.

A motion was made by Council Member Kliewer, seconded by Council Member Lambert, to open the Public Hearing. A vote was conducted, and the motion carried unanimously by a vote of 6:0.

No one spoke during the Public Hearing.

A motion was made by Council Member Kliewer, seconded by Council Member Beise, to close the Public Hearing. A vote was conducted, and the motion carried unanimously by a vote of 6:0.

2. Consider Motion to Adopt Resolution No. 8191, Approving a Street Reconstruction and Overlay Plan and Giving Preliminary Approval to the Issuance of Bonds.

Council Member Goggin expressed concerns regarding bonding. The City is clearing debt, and he does not want the City to start adding new debt.

A motion was made by Council Member Beise, seconded by Council Member Lambert, to adopt Resolution No. 8191, approving a street reconstruction and overlay plan and giving preliminary approval to the issuance of bonds. Upon call of the roll, Council Members Lambert, Kliewer, Farrar, Snyder, and Beise voted aye; Council Member Goggin voted nay. Five ayes; one nay; motion carried.

B. Consider Actions Related to the 2026 Alley Improvement in Block 5 of the Institute Addition of Red Wing from Pine St to Prairia St, between Putnam Ave and Sturtevant St.

Engineer Director Regnier introduced the item.

1. **Conduct the Public Hearing.**

   A motion was made by Council Member Lambert, seconded by Council Member Goggin, to open the Public Hearing. A vote was conducted, and the motion carried unanimously by a vote of 6:0.

   Jim Stahl, Red Wing, asked if it was appropriate to have the developer in the room during the meeting. Council President Farrar replied that the Engineering Director would take care of it.

   A motion was made by Council Member Kliewer, seconded by Council Member Goggin, to close the Public Hearing. A vote was conducted, and the motion carried unanimously by a vote of 6:0.

2. **Consider Motion to Adopt Resolution No. 8184, Ordering Improvement and Preparation of Plans.**

   A motion was made by Council Member Snyder, seconded by Council Member Goggin, to adopt Resolution No. 8184, ordering improvement and preparation of plans. Upon call of the roll, Council Members Lambert, Goggin, Kliewer, Farrar, Snyder, and Beise voted aye; no nay. Six ayes; no nays; motion carried.

3. **Consider Motion to Adopt Resolution No. 8185, Approving Plans and Specifications and Ordering Work Done By Day Labor.**

   A motion was made by Council Member Goggin, seconded by Council Member Lambert, to adopt Resolution No. 8185, approving plans and specifications and ordering work done by day labor. Upon call of the roll, Council Members Lambert, Goggin, Kliewer, Farrar, Snyder, and Beise voted aye; no nay. Six ayes; no nays; motion carried.

C. Consider Motion to Approve Resolution No. 8192 Approving a TIF Assistance Agreement for the Fleischman's Malting Project.

Community Development Director Klatt presented the TIF assistance agreement for the Fleischman Maltery Redevelopment Project. He reviewed the background, location map, project summary, TIF financial summary, previous projects, TIF plan details for the Maltery redevelopment, TIF findings, and the staff recommendation.

Council Member Lambert asked how many units could go into the development if it were zoned RM-3. Director Klatt replied that it would be less than what is proposed.

Council Member Lambert expressed support for the proposal.

Council President Farrar asked for the Bond Council's perspective on the use of TIF agreements. Jenny Bolton, from the City's Bond and TIF Council, stated the City was well in the mix of what other cities are doing. She also added it is intended to be a tool available for the City to use as needed for development.

A motion was made by Council Member Kliewer, seconded by Council Member Goggin, to adopt Resolution No. 8192, approving a TIF assistance agreement for the Fleischman's Malting Project. Upon call of the roll, Council Members Lambert, Goggin, Kliewer, Farrar, Snyder, and Beise voted aye; no nay. Six ayes; no nays; motion carried.

D. Actions Related to Private Use of Public Property (PUPP) Application for America's 250th Red Wing Celebration.

Public Works Director Blaney introduced the item.

1. Direct Staff as to How to Proceed with an In-Kind Donation Request of $1,610.00 (estimated) from Red Wing Arts to Cover the Costs Associated with America's 250th Red Wing Celebration Community PUPP.

Council Member Lambert asked if the Public Works Department had enough assistance without staff overtime or shortages. Director Blaney replied that there should not be a problem with staff shortages or overtime. He noted that the largest expense is the portable restrooms and needs direction from the Council on where to pull the funds from.

Mayor Iocco asked the Council to waive the fees.

Council Member Snyder asked where the money would be taken from. Director Blaney suggested using the Contingency Funds to cover the costs of the portable restrooms.

A motion was made by Council Member Beise, seconded by Council Member Kliewer, to approve the in-kind donation request of $1,610.00 (estimated) from Red Wing Arts to cover the costs associated with America's 250th Red Wing Celebration Community PUPP, and have the funds taken from the Contingency Fund. A vote was conducted, and the motion carried unanimously by a vote of 6:0.

2. Consider Motion to Approve Private Use of Public Property (PUPP) Application for America's 250th Red Wing Community Celebration.

A motion was made by Council Member Beise, seconded by Council Member Goggin, to approve the Private Use of Public Property (PUPP) application for

America's 250th Red Wing Community Celebration. A vote was conducted, and the motion carried unanimously by a vote of 6:0.

E. Actions Related to a Rezoning Request and Minor Subdivision at 1815 Chakya Street.

Planning Manager Kohn provided a brief summary of the item.

1. Consider Motion to Introduce Ordinance No. 239, Fourth Series, Approving the Rezoning of 1815 Chakya Street from AR to R-1.

A motion was made by Council Member Goggin, seconded by Council Member Snyder, to introduce Ordinance No. 239, Fourth Series, approving the rezoning of 1815 Chakya Street from AR to R-1. A vote was conducted, and the motion carried unanimously by a vote of 6:0.

2. Consider Motion to Adopt Resolution No. 8186, Approving a Minor Subdivision and Final Plat to be Known as the WESTERN BOY ADDITION.

A motion was made by Council Member Beise, seconded by Council Member Snyder, to adopt Resolution No. 8186, approving a minor subdivision and final plat to be known as the WESTERN BOY ADDITION. Upon call of the roll, Council Members Lambert, Goggin, Kliewer, Farrar, Snyder, and Beise voted aye; no nay. Six ayes; no nays; motion carried.

F. Consider Motion to Adopt Resolution No. 8187, Approving a Major Change to the Hallstrom Sunrise Valley PUD and a Minor Subdivision/Final Plat to be Known as the GADIENT SUNRISE VALLEY at 785 Hallstrom Drive.

Manager Kohn provided a summary of the item.

A motion was made by Council Member Goggin, seconded by Council Member Lambert, to adopt Resolution No. 8187, approving a major change to the Hallstrom Sunrise Valley PUD and minor subdivision/final plat to be known as the GADIENT SUNRISE VALLEY at 785 Hallstrom Drive. Upon call of the roll, Council Members Lambert, Goggin, Kliewer, Farrar, Snyder, and Beise voted aye; no nay. Six ayes; no nays; motion carried.

G. Consider Motion to Introduce Ordinance No. 240, Fourth Series, Approving Zoning Text Amendments to Divisions 60 and 62 of the Zoning Ordinance (Chapter 11 of City Code) Related to the RM-3 District Standards.

Manager Kohn presented the item and reviewed the zoning text amendments.

Council Member Lambert asked if all projects under RM-3 zoning would only require staff approval, or if any would be presented to the Planning Commission or City Council. Manager Kohn replied that if the project met all of the RM-3 requirements, it would be a staff review, unless there was a variance or Planned Unit Development, or it did not meet the requirements.

Council Member Lambert asked why there was a difference in approvals between RM-1, RM-2, and RM-3 zonings. Manager Kohn replied that the Planning Commission reviewed the zoning for many months and wanted to determine a way to expedite development so that there were no sites that sat abandoned for decades.

Director Klatt added that higher-density districts are more permissive, whereas lower-intensity districts require additional reviews.

Council Member Lambert asked if there was a way the Planning Commission could find a solution for a zoning district that is between RM-2 and RM-3. Council President Farrar suggested that the Council discuss a solution and include it as a future agenda item.

Council Member Snyder asked if the Council could suggest using the option C standards and have a buffer yard of 25 feet. Director Klatt replied that the Council has the authority to change the zoning. Staff would prefer to bring the item back to the Planning Commission if the Council wants to change the buffer yard since the Commission provided a specific recommendation. He added that staff would support whatever decision the Council made, with the understanding that there needs to be higher standards.

Council Member Goggin agreed that the buffer zones need to be reviewed and discussed further.

A motion was made by Council Member Snyder, seconded by Council President Farrar, to introduce Ordinance No. 240, Fourth Series, approving zoning text amendments to Divisions 60 and 62 of the Zoning Ordinance (Chapter 11 of City Code) related to the RM-3 District Standards, with the change from B standards to C standards. A vote was conducted, and the motion carried unanimously by a vote of 6:0.

Council President Farrar recessed the meeting at 8:26 p.m. and reconvened the meeting at 8:37 p.m.

H. Actions Related to the Rezoning of Jefferson School, Bay View, and Siewerts Briarwood Subdivision.

Director Klatt presented on the item related to the rezoning of Jefferson School, Bay View, and Siewerts Briarwood Subdivision. He reviewed the background, the recommended actions, the timeline and history of the process, the zoning discussion, the Port Authority process with the Jefferson School site, the Planning Commission recommendation, and the recommended motions for the Council.

1. Consider Motion to Adopt Resolution No. 8173, Approving Comprehensive Plan Text Amendments.

Director Klatt noted that the Resolution would amend the Comprehensive Plan, be City-wide, and revise the density range of the High Density Residential future land use category.

A motion was made by Council Member Snyder, seconded by Council Member Lambert, to adopt Resolution No. 8173, approving Comprehensive Plan text amendments. Upon call of the roll, Council Members Lambert, Kliewer, Farrar, Snyder, and Beise voted aye; Council Member Goggin voted nay. Five ayes; one nay; motion carried.

2. Consider Motion to Adopt Resolution No. 8188, Approving Comprehensive Plan Map Amendments related to Jefferson School Property.

A motion was made by Council Member Beise, seconded by Council Member Snyder, to adopt Resolution No. 8188, approving Comprehensive Plan map amendments related to Jefferson School property. Council Member Lambert asked that the Council consider a proposal where the Port Authority would be willing to split the lot and have two separate requests in order to preserve the green space. She noted that there may be a developer who would be interested in preserving the green space for the community, or the community members may be interested in purchasing the green space. She expressed her support for having a multi-family building on the site. She asked if there could be a discussion on there being a 30-day extension to put out an RFP to see if there is a developer who would be willing to split the property in half.

Director Klatt replied that it would be up to the Port Authority and how they want to move forward with the site, and they have an agreement with the School District. The preference would be for the Council to provide criteria and parameters on what they would like to see for the site and how much green space they would like to see preserved.

Council Member Kliewer stated he serves on the Port Authority Board (PAB) and would be interested to see what offers are out there. The Port Authority has heard from the community what they want to see in the area, and the PAB does not need to move forward with a development that does not meet the needs of the community. It is possible to revert the zoning back to RM-1 or RM-2 if there are no proposals or proposals that would make sense for the community.

Director Klatt explained that the Port Authority has been doing their due diligence throughout the process. He added that the National Park Service could be a key factor in developers wanting to reuse the building.

Council Member Lambert asked if a community member could make an offer on a portion of the property. Council Member Kliewer replied that the Port Authority Board would look at all options.

Director Klatt noted that the PAB is not trying to exclude anything from happening on the site. The City will not be restricting any use for the site because it wants to keep options open.

Council Member Lambert asked if the School District would be willing to work with the Port Authority and have a 30-day extension. Red Wing Public School Superintendent Bob Jaszczak replied that the School District is open to options but does not want the process to go on indefinitely.

Following discussion, a roll call vote was conducted. Upon call of the roll, Council Members Lambert, Kliewer, Farrar, Snyder, and Beise voted aye; Council Member Goggin voted nay. Five ayes; one nay; motion carried.

3. **Consider Motion to Adopt Ordinance No. 236, Fourth Series, an Ordinance Rezoning the Former Jefferson School Property at 601 Buchanan Street to RM-3.**

   A motion was made by Council Member Beise, seconded by Council Member Snyder, to adopt Ordinance No. 236, Fourth Series, an Ordinance rezoning the former Jefferson School property at 601 Buchanan Street to RM-3. Upon call of the roll, Council Members Lambert, Kliewer, Farrar, Snyder, and Beise voted aye; Council Member Goggin voted nay. Five ayes; one nay; motion carried.

4. **Consider Motion to Adopt Resolution No. 8189, Approving Comprehensive Plan Map Amendments related to Bay View Nursing and Rehabilitation Center and Adjacent Parking Area.**

   A motion was made by Council Member Beise, seconded by Council President Farrar, to adopt Resolution No. 8189, approving Comprehensive Plan map amendments related to Bay View Nursing and Rehabilitation Center and adjacent parking area. Council Member Lambert expressed her concern regarding rezoning both the rectangular parcels as one. She explained that she wants each parcel to be considered alone when determining how many units can be put on the parcel. She added that she cannot support having RM-3 zoning on two lots when only one lot would be built on.

   Council Member Snyder agreed and noted that it does not make sense to have a parking lot be zoned RM-3. She suggested selling the sites together but keeping the parking lot zones RM-2.

   Director Klatt stated that the two parking lot parcels could be removed from the Ordinance and Resolution approving the Comprehensive Plan change. He noted that the corrected motion would be to adopt the Resolution and remove the two parking lot parcels.

Council President Farrar asked what other options were available for the site. Director Klatt noted that the overall density would decrease if the parking lot were not zoned RM-3. It is possible that a developer would not want the parking lot parcels, and then it would remain RM-2 zoning. Staff has spoken to developers about the site, and the developers noted that the parking lot parcels would likely be overflow parking or green space.

Mayor Iocco agreed with Council Member Lambert and Council Member Snyder's comments and noted that since the development cannot be built across the street, the parking lot parcel should remain RM-2 zoning. He added that a developer could build two or three homes on the parcel.

Council Member Beise withdrew his motion. He suggested the item return to the Planning Commission.

A motion was made by Council Member Snyder, seconded by Council Member Lambert, to adopt Resolution No. 8189, approving Comprehensive Plan map amendments related to Bay View Nursing and Rehabilitation Center and adjacent parking area, and removing the two parking lot parcels in the rezoning. Upon call of the roll, Council Members Lambert, Kliewer, Farrar, Snyder, and voted aye; Council Members Goggin and Beise voted nay. Four ayes; two nays; motion failed.

Director Klatt asked the Council for direction and asked if the Council wanted the item to go back to the Planning Commission. Council Member Beise stated he would like the support from the Planning Commission before moving forward.

5. **Consider Motion to Adopt Ordinance No. 237, Fourth Series, an Ordinance Rezoning the Former Bay View Nursing and Rehabilitation Center and Adjacent Parking Area at 1412 West Fourth Street to RM-3.**

   A motion was made by Council President Farrar, seconded by Council Member Snyder, to refer Ordinance No. 237, Fourth Series, an Ordinance rezoning the former Bay View Nursing and Rehabilitation Center and adjacent parking area at 1412 West Fourth Street to Rm-3 back to the Advisory Planning Commission. Upon call of the roll, Council Members Lambert, Kliewer, Farrar, Snyder, and Beise voted aye; Council Member Goggin voted nay. Five ayes; one nay; motion carried.

6. **Consider Motion to Adopt Resolution No. 8190, Approving Comprehensive Plan Map Amendments related to Siewerts Briarwood Subdivision.**

   A motion was made by Council Member Kliewer, seconded by Council Member Lambert, to adopt Resolution No. 8190, approving Comprehensive Plan map amendments related to Siewerts Briarwood Subdivision. Upon call of the roll,

Council Members Lambert, Kliewer, Farrar, Snyder, and Beise voted aye; Council Member Goggin voted nay. Five ayes; one nay; motion carried.

7. **Consider Motion to Adopt Ordinance No. 238, Fourth Series, an Ordinance Rezoning Outlot F of Siewerts Briarwood Subdivision to RM-3.**

   A motion was made by Council Member Snyder, seconded by Council Member Kliewer, to adopt Ordinance No. 238, Fourth Series, an Ordinance rezoning Outlot F of Siewerts Briarwood Subdivision to RM-3. Upon call of the roll, Council Members Lambert, Kliewer, Farrar, Snyder, and Beise voted aye; Council Member Goggin voted nay. Five ayes; one nay; motion carried.

Agenda Item 10

Communication Items

A. Council Comments

Mayor Iocco thanked the Police Department for the recent drug bust. He highlighted the Special Olympics torch run. He added that he attended the Juneteenth and Pride events.

Council Member Beise suggested eliminating sign-up sheets for public comments.

B. Status Updates

Administrator Heineman reviewed the status updates, including the call for service information and the events at the public library. There will be an all staff meeting at 8:15 a.m. tomorrow morning.

Agenda Item 11

Adjournment

Council President Janie Farrar adjourned the meeting at 9:44 p.m.

_____
Janie Farrar, Council President

ATTEST:

_____
Melissa Hill, MCMC, City Clerk

CITY COUNCIL AGENDA REPORT

TO: Red Wing Mayor, City Council and Stakeholders.

FROM: Administration - Finance

Agenda Item No.: 8.C. – Resolution No. 8194 Providing for the Competitive Negotiated Sale of $6,135,000 General Obligation Street Reconstruction Bonds, Series 2026A and Setting their Sale Date for August 10, 2026.

Meeting Date: July 13, 2026

ACTION REQUESTED:
Adopt Resolution No. 8194 Providing for the Competitive Negotiated Sale of $6,135,000 General Obligation Street Reconstruction Bonds, Series 2026A.

ATTACHMENTS:
1. Resolution No. 8194 and its Exhibit A (Terms of Proposal).
2. Bakertilly's pre-issuance report.

BACKGROUND:
- December 8, 2025 – Council Meeting. City Council adopted the 2026 budget and the 2026-2030 Capital Improvement Plan ("CIP") and related bond financing.
- March 9, 2026 – Council Meeting. City Council adopted Resolution 8155 approving plans and specifications and ordering advertisement for bids on improvement for 2026 street reconstruction project.
- April 13, 2026 – Council Meeting. City Council adopted Resolution 8160 accepting bid for 2026 Street Reconstruction.
- May 26, 2026 – Council Meeting. Adopted Resolution 8170 calling a public hearing on SRP and Issuance of Bonds.
- June 22, 2026 – Council Meeting. Public Hearing and adopted Resolution 8191 Approving a Street Reconstruction Plan and Giving Preliminary Approval to the Issuance of Street Reconstruction Bonds.

DISCUSSION:
The City is pursuing financing for its 2026 and 2027 street reconstruction projects. These street reconstruction projects are identified in the City's five-year Capital Improvement Plan that was

adopted by the City Council with the 2026 budget on December 8, 2025. Several street reconstruction projects within the 5-year CIP have been identified as being financed in whole, or part, by these proposed GO Street Reconstruction Bonds.

GO Series 2026A Purposes and Amounts	
Street Reconstruction	$ 6,135,000
Total	$ 6,135,000

For planning purposes, the true interest rate on the proposed Series 2017A bonds is conservatively estimated with a true interest cost of 4.00% . The estimated true interest rate on the 2026A issuance continues to reflect the current interest rate environment, the 15 year-term, and the City's Aa2 credit rating.

Please note that staff is not requesting authorization to sell or issue obligations at this time. The sale and award of the obligations will be presented to the City Council on August 10, 2025.

ONGOING OPERATING & MAINTENANCE COSTS: This agenda item is intended to secure reliable financing for the purposes of maintaining and improving the public's significant investment in critical public infrastructure and completing scheduled 2026 and 2027 capital investments in an effective and efficient manner. The proposed bond issuance provides adequate and reliable financing to support the 2026 and 2027 street reconstruction projects in as effective and cost efficient manner as possible.

FUNDING SOURCE(S): An important part of the discussion regarding the issuance of these bonds concerns the debt service impact on the taxpayer. As these are General Obligation (GO) bonds the City pledges its levy authority to ensure repayment of the bonds as shown in the adjacent table. In short, debt service on these bonds will be derived from future property tax levies.

Levy Year	Net New D/S	105% Levy
2028	$ 471,657	$ 495,239
2029	$ 471,020	494,571
2030	$ 473,303	496,968
2031	$ 470,143	493,650
2032	$ 471,693	495,277
2033	$ 472,648	496,280
2034	$ 473,128	496,784
2035	$ 472,978	496,626
2036	$ 682,178	716,286
2037	$ 683,198	717,357
2038	$ 682,678	716,811
2039	$ 680,838	714,879
2040	$ 682,638	716,769
2041	$ 678,135	712,042
2042	$ 682,510	716,636
Total	$ 8,548,739	$ 8,976,176

The issuance of the proposed bonds is forecast to add 1.10% to the 2027 local tax rate. The bonds have been intentionally structured to take advantage of future tax base growth and to minimize the bond's impact on the local tax rate. Improvements at the Prairie Island Nuclear Generating Plant, in preparation for 2033 and 2034 relicensing, are forecast to increase the local tax base so the bonds have been "backloaded" as reflected by the increased debt service in the adjacent table from 2036 - 2042. The bonds are also callable on or after February 1, 2035.

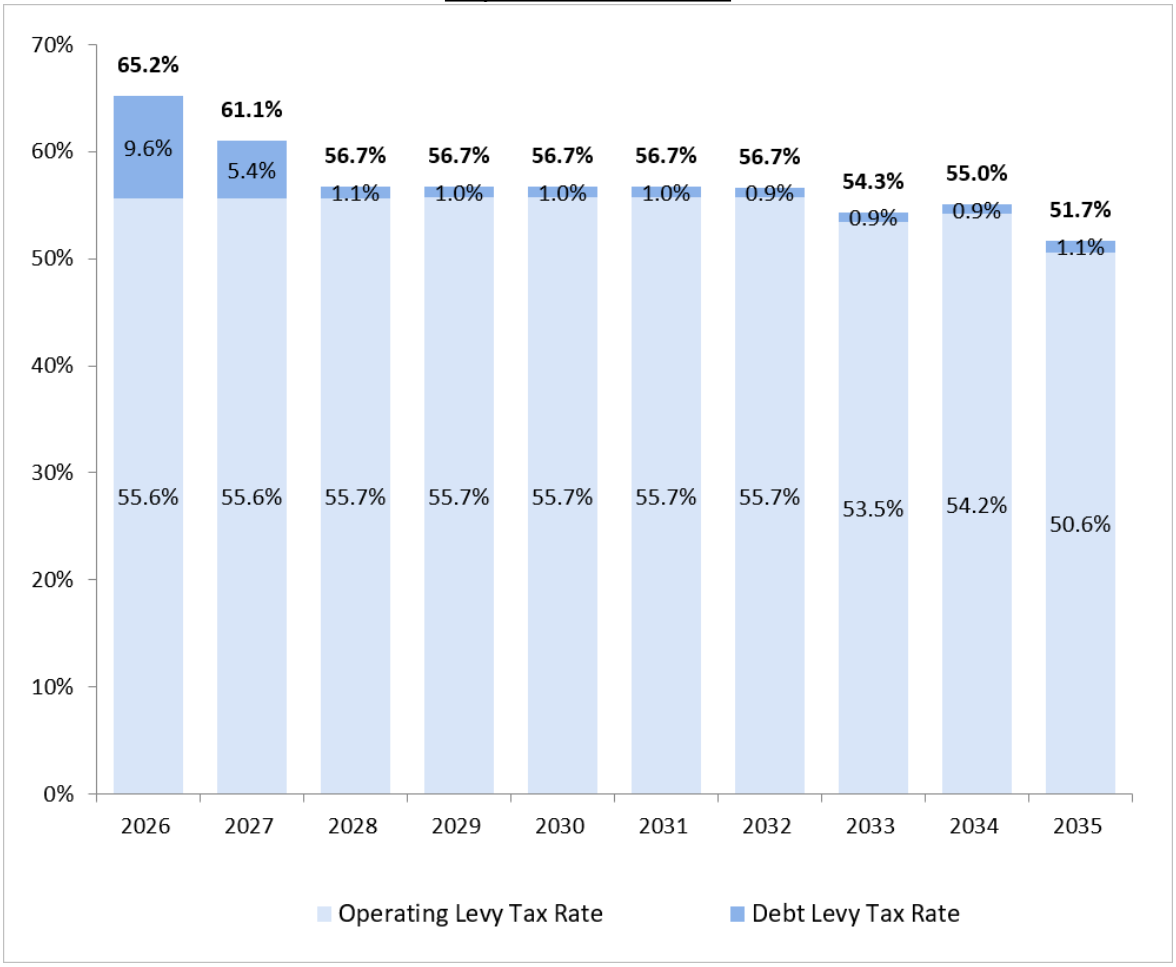
The City has laddered its bonding and its debt service so that debt service requirements increased and will decrease incrementally. The City is currently on the back end of its 2011 – 2018 bonding

cycle. As a result, the debt service requirement for existing debt has been decreasing over prior years as presented in the table below.

EXISTING DEBT SERVICE	
Year	Levy ($)
2019	6,125,029
2020	5,618,298
2021	5,056,131
2022	4,891,010
2023	4,678,902
2024	4,461,099
2025	4,334,257
2026	4,154,104
2027	1,928,976
2028	-

The proposed bonds meet current financing requirements and the total debt service levy (current outstanding bonds + these new bonds) is forecast to impact on the local tax rate as presented below.

City Tax Rate Forecast



RECOMMENDATION: Adopt Resolution No. 8194 Providing for the Competitive Negotiated Sale of $6,135,000 General Obligation Street Reconstruction Bonds, Series 2026A and Setting their Sale Date for August 10, 2026.

RESOLUTION NO. 8194

PROVIDING FOR THE COMPETITIVE NEGOTIATED SALE OF $6,135,000 GENERAL OBLIGATION STREET RECONSTRUCTION BONDS, SERIES 2026A

A. WHEREAS, the City Council of the City of Red Wing, Minnesota, has heretofore determined that it is necessary and expedient to issue its $6,135,000 General Obligation Street Reconstruction Bonds, Series 2026A (the "Bonds") to finance (i) various street reconstruction projects pursuant to the City's 2026-2030 Street Reconstruction Plan, and (ii) costs of issuing the Bonds; and

B. WHEREAS, the City has retained Baker Tilly Municipal Advisors, LLC ("Baker Tilly MA"), as its independent municipal advisor and is therefore authorized to sell these obligations by a competitive negotiated sale in accordance with Minnesota Statutes, Section 475.60, Subdivision 2(9); and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Red Wing, Minnesota, as follows:

1. Authorization; Findings. The City Council hereby authorizes Baker Tilly MA to solicit bids for the competitive negotiated sale of the Bonds.

2. Meeting; Bid Opening. This City Council shall meet at the time and place specified in the Terms of Proposal attached hereto as **Exhibit A** for the purpose of considering sealed bids for, and awarding the sale of, the Bonds. The Clerk, or designee, shall open bids at the time and place specified in such Terms of Proposal.

3. Terms of Proposal. The terms and conditions of the Bonds and the negotiation thereof are fully set forth in the "Terms of Proposal" attached hereto as **Exhibit A** and hereby approved and made a part hereof.

4. Authority of Bond Counsel. The law firm of Kutak Rock, LLP, as bond counsel for the City ("Bond Counsel"), is authorized to act as bond counsel and to assist in the preparation and review of necessary documents, certificates and instruments relating to the Bonds. The officers, employees and agents of the City are hereby authorized to assist Bond Counsel in the preparation of such documents, certificates, and instruments.

5. Official Statement. In connection with said competitive negotiated sale, the Clerk and other officers or employees of the City are hereby authorized to cooperate with Baker Tilly MA and participate in the preparation of an official statement for the Bonds, and to execute and deliver it on behalf of the City upon its completion.

6. Declaration of Official Intent to Reimburse Expenditures.

6.01 The Internal Revenue Service has issued Treas. Reg. § 1.150-2 (the "Reimbursement Regulations") providing that proceeds of tax-exempt bonds used to reimburse prior expenditures will not be deemed spent unless certain requirements are met; the City expects to incur certain expenditures with respect to the Projects that may be financed temporarily from sources other than bonds, and reimbursed from the proceeds of tax exempt bonds.

6.02 The City has determined to make a declaration of official intent (the "Declaration") to reimburse certain costs with respect to the Projects from proceeds of the Bonds in accordance with the Reimbursement Regulations.

6.03 All reimbursed expenditures will be capital expenditures, costs of issuance of the Bonds, or other expenditures eligible for reimbursement under Section 1.150-2(d)(3) of the Reimbursement Regulations.

6.04 This Declaration has been made not later than sixty (60) days after payment of any original expenditure to be subject to a reimbursement allocation with respect to the proceeds of the Bonds, except for the following expenditures: (a) costs of issuance of bonds; (b) costs in an amount not in excess of $100,000 or 5% of the proceeds of an issue; or (c) "preliminary expenditures" up to an amount not in excess of 20% of the aggregate issue price of the issue or issues that finance or are reasonably expected by the City to finance the project for which the preliminary expenditures were incurred. The term "preliminary expenditures" includes architectural, engineering, surveying, bond issuance, and similar costs that are incurred prior to commencement of acquisition, construction or rehabilitation of a project, other than land acquisition, site preparation, and similar costs incident to commencement of construction.

6.05 This Declaration is an expression of the reasonable expectations of the City based on the facts and circumstances known to the City as of the date hereof. The anticipated original expenditures for the Projects and the principal amount of the Bonds described herein are consistent with the City's budgetary and financial circumstances. No sources other than proceeds of the Bonds to be issued by the City are, or are reasonably expected to be, reserved, allocated on a long-term basis, or otherwise set aside pursuant to the City's budget or financial policies to pay such expenditures.

6.06 This Declaration is intended to constitute a declaration of official intent for purposes of the Reimbursement Regulations.

Approved this July 13, 2026 by the City Council of the City of Red Wing, Minnesota.

_____
Janie Farrar, Council President

ATTEST:

_____
Melissa Hill, MCMC
City Clerk

(seal)

Presented to the Mayor at _____ _.m. on this _____ day of July, 2026. Approved this _____ day of July, 2026.

_____
Gary James Iocco, Mayor

THE CITY HAS AUTHORIZED BAKER TILLY MUNICIPAL ADVISORS, LLC TO NEGOTIATE THIS ISSUE ON ITS BEHALF. PROPOSALS WILL BE RECEIVED ON THE FOLLOWING BASIS:

TERMS OF PROPOSAL

$6,135,000*

CITY OF RED WING, MINNESOTA

GENERAL OBLIGATION STREET RECONSTRUCTION BONDS, SERIES 2026A

(BOOK ENTRY ONLY)

Proposals for the above-referenced obligations (the "Bonds") will be received by the City of Red Wing, Minnesota (the "City") on Monday, August 10, 2026 (the "Sale Date") until 10:00 A.M., Central Time (the "Sale Time") at the offices of Baker Tilly Municipal Advisors, LLC ("BTMA"), 225 S Sixth St, Suite 1100, Minneapolis, MN 55402 after which time proposals will be opened and tabulated. Consideration for award of the Bonds will be by the City Council at its meeting commencing at 6:00 P.M., Central Time, on the Sale Date.

SUBMISSION OF PROPOSALS

BTMA will assume no liability for the inability of a bidder or its proposal to reach BTMA prior to the Sale Time, and neither the City nor BTMA shall be responsible for any failure, misdirection or error in the means of transmission selected by any bidder. All bidders are advised that each proposal shall be deemed to constitute a contract between the bidder and the City to purchase the Bonds regardless of the manner in which the proposal is submitted.

(a) ***Sealed Bidding.*** Completed, signed proposals may be submitted to BTMA by email to bids@bakertilly.com, and must be received prior to the Sale Time.

OR

(b) ***Electronic Bidding.*** Proposals may also be received via PARITY®. For purposes of the electronic bidding process, the time as maintained by PARITY® shall constitute the official time with respect to all proposals submitted to PARITY®. *Each bidder shall be solely responsible for making necessary arrangements to access PARITY® for purposes of submitting its electronic proposal in a timely manner and in compliance with the requirements of the Terms of Proposal*. Neither the City, its agents, nor PARITY® shall have any duty or obligation to undertake registration to bid for any prospective bidder or to provide or ensure electronic access to any qualified prospective bidder, and neither the City, its agents, nor PARITY® shall be responsible for a bidder's failure to register to bid or for any failure in the proper operation of, or have any liability for any delays or interruptions of or any damages caused by the services of PARITY®. The City is using the services of PARITY® solely as a communication mechanism to conduct the electronic bidding for the Bonds, and PARITY® is not an agent of the City.

If any provisions of this Terms of Proposal conflict with information provided by PARITY®, this Terms of Proposal shall control. Further information about PARITY®, including any fee charged, may be obtained from:

PARITY®, 1359 Broadway, 2nd Floor, New York, New York 10018
Customer Support: (212) 849-5000

*Preliminary; subject to change.

Baker Tilly Municipal Advisors, LLC is a registered municipal advisor and controlled subsidiary of Baker Tilly Advisory Group, LP. Baker Tilly Advisory Group, LP and Baker Tilly US, LLP, trading as Baker Tilly, operate under an alternative practice structure and are members of the global network of Baker Tilly International Ltd., the members of which are separate and independent legal entities. Baker Tilly US, LLP is a licensed CPA firm and provides assurance services to its clients. Baker Tilly Advisory Group, LP and its subsidiary entities provide tax and consulting services to their clients and are not licensed CPA firms. ©2026 Baker Tilly Municipal Advisors, LLC

DETAILS OF THE BONDS

The Bonds will be dated as of the date of delivery and will bear interest payable on February 1 and August 1 of each year, commencing August 1, 2027. Interest will be computed on the basis of a 360-day year of twelve 30-day months.

The Bonds will mature February 1 in the years and amounts* as follows:

2028	$150,000	2031	$260,000	2034	$290,000	2037	$540,000	2040	$605,000
2029	$245,000	2032	$270,000	2035	$300,000	2038	$560,000	2041	$625,000
2030	$255,000	2033	$280,000	2036	$520,000	2039	$580,000	2042	$655,000

*The City reserves the right, after proposals are opened and prior to award, to increase or reduce the principal amount of the Bonds or the amount of any maturity or maturities in multiples of $5,000. In the event the amount of any maturity is modified, the aggregate purchase price will be adjusted to result in the same gross spread per $1,000 of Bonds as that of the original proposal. Gross spread for this purpose is the differential between the price paid to the City for the new issue and the prices at which the proposal indicates the securities will be initially offered to the investing public.

BOOK ENTRY SYSTEM

The Bonds will be issued by means of a book entry system with no physical distribution of Bonds made to the public. The Bonds will be issued in fully registered form and one Bond, representing the aggregate principal amount of the Bonds maturing in each year, will be registered in the name of Cede & Co. as nominee of The Depository Trust Company ("DTC"), New York, New York, which will act as securities depository for the Bonds. Individual purchases of the Bonds may be made in the principal amount of $5,000 or any multiple thereof of a single maturity through book entries made on the books and records of DTC and its participants. Principal and interest are payable by the registrar to DTC or its nominee as registered owner of the Bonds. Transfer of principal and interest payments to participants of DTC will be the responsibility of DTC; transfer of principal and interest payments to beneficial owners by participants will be the responsibility of such participants and other nominees of beneficial owners. The lowest bidder (the "Purchaser"), as a condition of delivery of the Bonds, will be required to deposit the Bonds with DTC.

REGISTRAR/PAYING AGENT

The City will name the registrar/paying agent (the "Registrar") which shall be subject to applicable regulations of the Securities and Exchange Commission. The City will pay for the services of the Registrar.

OPTIONAL REDEMPTION

The City may elect on February 1, 2035, and on any day thereafter, to redeem Bonds due on or after February 1, 2036. Redemption may be in whole or in part and if in part at the option of the City and in such manner as the City shall determine. If less than all Bonds of a maturity are called for redemption, the City will notify DTC of the particular amount of such maturity to be redeemed. DTC will determine by lot the amount of each participant's interest in such maturity to be redeemed and each participant will then select by lot the beneficial ownership interests in such maturity to be redeemed. All redemptions shall be at a price of par plus accrued interest.

SECURITY AND PURPOSE

The Bonds will be general obligations of the City for which the City will pledge its full faith and credit and power to levy direct general ad valorem taxes. The proceeds of the Bonds will be used to finance (i) various street reconstruction projects pursuant to the City's 2026-2030 Street Reconstruction Plan, and (ii) costs of issuance.

BANK QUALIFIED TAX-EXEMPT OBLIGATIONS

The City will designate the Bonds as qualified tax-exempt obligations for purposes of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

BIDDING PARAMETERS

Proposals shall be for not less than $6,073,650 plus accrued interest, if any, on the total principal amount of the Bonds. Rates shall be in integral multiples of 1/100 or 1/8 of 1%. The initial price to the public for each maturity as stated on the proposal must be 98.0% or greater.

Proposals for the Bonds may contain a maturity schedule providing for a combination of serial bonds and term bonds. All term bonds shall be subject to mandatory sinking fund redemption at a price of par plus accrued interest to the date of redemption scheduled to conform to the maturity schedule set forth herein. In order to designate term bonds, the proposal must specify "Years of Term Maturities" in the spaces provided on the proposal form.

No proposal can be withdrawn or amended after the time set for receiving proposals on the Sale Date unless the meeting of the City scheduled for award of the Bonds is adjourned, recessed, or continued to another date without award of the Bonds having been made. Bonds of the same maturity shall bear a single rate from the date of the Bonds to the date of maturity. No conditional proposals will be accepted.

ESTABLISHMENT OF ISSUE PRICE

In order to provide the City with information necessary for compliance with Section 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations promulgated thereunder (collectively, the "Code"), the Purchaser will be required to assist the City in establishing the issue price of the Bonds and shall complete, execute, and deliver to the City prior to the closing date, a written certification in a form acceptable to the Purchaser, the City, and Bond Counsel (the "Issue Price Certificate") containing the following for each maturity of the Bonds (and, if different interest rates apply within a maturity, to each separate CUSIP number within that maturity): (i) the interest rate; (ii) the reasonably expected initial offering price to the "public" (as said term is defined in Treasury Regulation Section 1.148-1(f) (the "Regulation")) or the sale price; and (iii) to the extent the hold-the-offering-price rule applies, pricing wires or equivalent communications supporting such offering or sale price. Any action to be taken or documentation to be received by the City pursuant hereto may be taken or received on behalf of the City by BTMA.

The City intends that the sale of the Bonds pursuant to this Terms of Proposal shall constitute a "competitive sale" as defined in the Regulation based on the following:

(i) the City shall cause this Terms of Proposal to be disseminated to potential bidders in a manner that is reasonably designed to reach potential bidders;
(ii) all bidders shall have an equal opportunity to submit a bid;
(iii) the City reasonably expects that it will receive bids from at least three bidders that have established industry reputations for underwriting municipal bonds such as the Bonds; and
(iv) the City anticipates awarding the sale of the Bonds to the bidder who provides a proposal with the lowest true interest cost, as set forth in this Terms of Proposal (See "AWARD" herein).

Any bid submitted pursuant to this Terms of Proposal shall be considered a firm offer for the purchase of the Bonds, as specified in the proposal. The Purchaser shall constitute an "underwriter" as said term is defined in the Regulation. By submitting its proposal, the Purchaser confirms that it shall require any agreement among underwriters, a selling group agreement, or other agreement to which it is a party relating to the initial sale of the Bonds, to include provisions requiring compliance with the provisions of the Code and the Regulation regarding the initial sale of the Bonds.

If all of the requirements of a "competitive sale" are not satisfied, the City shall advise the Purchaser of such fact prior to the time of award of the sale of the Bonds to the Purchaser. **In such event, any proposal submitted will not be subject to cancellation or withdrawal.** Within twenty-four (24) hours of the notice of award of the sale of the Bonds, the Purchaser shall advise the City and BTMA if 10% of any maturity of the Bonds (and, if different interest rates apply within a maturity, to each separate CUSIP number within that maturity) has been sold to the public and the price at which it was sold. The City will treat such sale price as the "issue price" for such maturity, applied on a maturity-by-maturity basis. The City will not require the Purchaser to comply with that portion of the Regulation commonly described as the "hold-the-offering-price" requirement for the remaining maturities, but the Purchaser may elect such

option. If the Purchaser exercises such option, the City will apply the initial offering price to the public provided in the proposal as the issue price for such maturities. If the Purchaser does not exercise that option, it shall thereafter promptly provide the City and BTMA the prices at which 10% of such maturities are sold to the public; provided such determination shall be made and the City and BTMA notified of such prices whether or not the closing date has occurred, until the 10% test has been satisfied as to each maturity of the Bonds or until all of the Bonds of a maturity have been sold.

GOOD FAITH DEPOSIT

To have its proposal considered for award, the Purchaser is required to submit a good faith deposit via wire transfer to the City in the amount of $61,350 (the "Deposit") no later than 1:00 P.M., Central Time on the Sale Date. The Purchaser shall be solely responsible for the timely delivery of its Deposit, and neither the City nor BTMA have any liability for delays in the receipt of the Deposit. If the Deposit is not received by the specified time, the City may, at its sole discretion, reject the proposal of the lowest bidder, direct the second lowest bidder to submit a Deposit, and thereafter award the sale to such bidder.

A Deposit will be considered timely delivered to the City upon submission of a federal wire reference number by the specified time. Wire transfer instructions will be available from BTMA following the receipt and tabulation of proposals. The successful bidder must send an e-mail including the following information: (i) the federal reference number and time released; (ii) the amount of the wire transfer; and (iii) the issue to which it applies.

Once an award has been made, the Deposit received from the Purchaser will be retained by the City and no interest will accrue to the Purchaser. The amount of the Deposit will be deducted at settlement from the purchase price. In the event the Purchaser fails to comply with the accepted proposal, said amount will be retained by the City.

AWARD

The Bonds will be awarded on the basis of the lowest interest rate to be determined on a true interest cost (TIC) basis calculated on the proposal prior to any adjustment made by the City. The City's computation of the interest rate of each proposal, in accordance with customary practice, will be controlling.

The City will reserve the right to: (i) waive non-substantive informalities of any proposal or of matters relating to the receipt of proposals and award of the Bonds, (ii) reject all proposals without cause, and (iii) reject any proposal that the City determines to have failed to comply with the terms herein.

BOND INSURANCE AT PURCHASER'S OPTION

The City has **not** applied for or pre-approved a commitment for any policy of municipal bond insurance with respect to the Bonds. If the Bonds qualify for municipal bond insurance and a bidder desires to purchase a policy, such indication, the maturities to be insured, and the name of the desired insurer must be set forth on the bidder's proposal. The City specifically reserves the right to reject any bid specifying municipal bond insurance, even though such bid may result in the lowest TIC to the City. All costs associated with the issuance and administration of such policy and associated ratings and expenses (other than any independent rating requested by the City) shall be paid by the successful bidder. Failure of the municipal bond insurer to issue the policy after the award of the Bonds shall not constitute cause for failure or refusal by the successful bidder to accept delivery of the Bonds.

CUSIP NUMBERS

If the Bonds qualify for the assignment of CUSIP numbers such numbers will be printed on the Bonds; however, neither the failure to print such numbers on any Bond nor any error with respect thereto will constitute cause for failure or refusal by the Purchaser to accept delivery of the Bonds. BTMA will apply for CUSIP numbers pursuant to Rule G-34 implemented by the Municipal Securities Rulemaking Board. The CUSIP Service Bureau charge for the assignment of CUSIP identification numbers shall be paid by the Purchaser.

SETTLEMENT

On or about September 9, 2026, the Bonds will be delivered without cost to the Purchaser through DTC in New York, New York. Delivery will be subject to receipt by the Purchaser of an approving legal opinion of Kutak Rock LLP of Minneapolis, Minnesota, and of customary closing papers, including a no-litigation certificate. On the date of settlement, payment for the Bonds shall be made in federal, or equivalent, funds that shall be received at the offices of the City or its designee not later than 12:00 Noon, Central Time. Unless compliance with the terms of payment for the Bonds has been made impossible by action of the City, or its agents, the Purchaser shall be liable to the City for any loss suffered by the City by reason of the Purchaser's non-compliance with said terms for payment.

CONTINUING DISCLOSURE

In accordance with SEC Rule 15c2-12(b)(5), the City will undertake to provide annual reports and notices of certain events. A description of this undertaking, including the financial/operating information to be provided and the events to be noticed, is set forth in the form of Continuing Disclosure Certificate attached as an appendix to the Official Statement. The Purchaser's obligation to purchase the Bonds will be conditioned upon receiving evidence of this undertaking at or prior to delivery of the Bonds.

OFFICIAL STATEMENT

The City has authorized the preparation of a Preliminary Official Statement containing pertinent information relative to the Bonds, and said Preliminary Official Statement has been deemed final by the City as of the date thereof within the meaning of Rule 15c2-12 of the Securities and Exchange Commission. For an electronic copy of the Preliminary Official Statement or for any additional information prior to sale, any prospective purchaser is referred to the Municipal Advisor to the City, Baker Tilly Municipal Advisors, LLC, by telephone (651) 223-3000, or by email bids@bakertilly.com.

A Final Official Statement (as that term is defined in Rule 15c2-12) will be prepared, specifying the maturity dates, principal amounts, and interest rates of the Bonds, together with any other information required by law. By awarding the Bonds to the Purchaser, the City agrees that, no more than seven business days after the date of such award, it shall provide to the Purchaser an electronic copy of the Final Official Statement. The City designates the Purchaser as its agent for purposes of distributing the Final Official Statement to each syndicate member, if applicable. The Purchaser agrees that if its proposal is accepted by the City, (i) it shall accept designation and (ii) it shall enter into a contractual relationship with its syndicate members for purposes of assuring the receipt of the Final Official Statement by each such syndicate member.

Dated July 13, 2026

BY ORDER OF THE CITY COUNCIL

/s/ Melissa Hill
City Clerk

July 8, 2026

bakertilly
MUNICIPAL ADVISORS

Pre-issuance report for

City of Red Wing, Minnesota

(the "City")

$6,135,000* General Obligation Street Reconstruction Bonds, Series 2026A (the "Bonds")

PREPARED BY
Baker Tilly Municipal Advisors, LLC
225 S Sixth Street, Ste. 1100
Minneapolis, MN 55402

ADVISOR
Elizabeth Bergman | Principal
651-223-3018
elizabeth.bergman@bakertilly.com

PRE-ISSUANCE REPORT

Issue summary

PURPOSE OF ISSUE

The City Council (the “Council”) has under consideration the issuance of the Bonds to finance (i) various street reconstruction projects as detailed in the City's 2026-2030 Street Reconstruction Plan; (the “Bonds”) and (ii) the costs of issuance on the Bonds. This document provides information relative to the proposed issuance.

The Bonds will finance the City’s 2026 and 2027 street reconstruction projects in the total amount of $5,990,000 as follows:

Actual Yr	Project ID	Project Name
2026	ROADS 25-02	2025 City Street Recon - 3rd, 4th, Sand, Green, Arkin
2027	ROADS 26-01	2026 City Street Recon - - 8th, 16th, 17th, 18th, Central Park

AUTHORITY

Pursuant to Minnesota Statutes, Section 475.58 (subd 3b), the City must have a five-year street reconstruction plan and hold a public hearing allowing for a 30-day reverse referendum period. The City held a public hearing and adopted the 2026-2030 Street Reconstruction Plan on June 22, 2026.

SECURITY/SOURCE OF PAYMENT

The Bonds will be a general obligation of the City, secured by its full faith and credit and taxing power and will be repaid from ad valorem tax levies.

The City will make its first levy for the Bonds in 2026 for collection beginning in 2027. Each year’s first-half collection of taxes will be used to make the August 1 interest payment due in the year of collection and the February 1 principal and interest due in the subsequent year.

FINANCING STRUCTURE

In consultation with the City, the Bonds have been structured with a repayment term of 15 years. Debt service on the Bonds has been backloaded so that 105% of total payments remain under $505,452 until the pay 2036 cycle, with approximately level annual payments of principal and interest thereafter. The City is anticipating tax capacity growth and the repayment of existing debt during this time.

Issue terms

BANK QUALIFICATION

The City does not expect to issue more than $10 million in tax-exempt obligations in 2026; therefore, the Bonds are designated as bank qualified.

PREMIUM

A specific provision in the sale terms permits modifications to the issue size and/or maturity structure to customize the issue once the price and interest rates are set on the day of sale.

The outcome of this financing will rely on the market conditions at the time of the sale. Any projections included herein are estimates based on current market conditions.

Estimated interest rates applied in the structuring of the Bonds are based on current market conditions. The underwriter will take their compensation from the reoffering premium and any remaining premium can be used to downsize the issue, applied to additional project needs, or deposited to the debt service fund. The preliminary structure does not assume a net premium (premium less underwriter's discount). Determination of the use of premium, if received, will be made by the City prior to or on the day of sale.

OPTIONAL REDEMPTION

Bonds maturing on or after February 1, 2036 may be prepaid at a price of par plus accrued interest on or after February 1, 2035.

Rating

An application will be made to Moody's Investors Service (Moody's) for a rating on the Bonds. The City's general obligation debt is currently rated "Aa2" by Moody's.

Issuance timeline

City Council considers Resolution Calling for Street Reconstruction Public Hearing.	May 5, 2026
City Council holds the Public Hearing for the Street Reconstruction Bonds.	June 22, 2026
City Council considers Resolution Authorizing the Sale	July 13, 2026
Rating conference is conducted	July 23, 2026
Competitive proposals are received	August 10, 2026, 10:00 a.m.
City Council considers award of the Bonds	August 10, 2026, 6:00 p.m.
Proceeds are received	September 9, 2026

Post issuance

ARBITRAGE/REBATE

The issuance of the Bonds will result in post-issuance compliance responsibilities. The responsibilities are in two primary areas: (i) compliance with federal arbitrage requirements and (ii) compliance with secondary disclosure requirements.

Federal arbitrage requirements include a wide range of implications that have been taken into account as this issue has been structured. Post-issuance compliance responsibilities for this tax-exempt issue include both rebate and yield restriction provisions of the IRS Code. In general terms the arbitrage requirements control the earnings on unexpended bond proceeds, including investment earnings, moneys held for debt service payments (which are considered to be proceeds under the IRS regulations), and/or reserves. Under certain circumstances any "excess earnings" will need to be paid to the IRS to maintain the tax-exempt status of the Bonds. Any interest earnings on gross bond proceeds or debt service funds should not be spent until it has been determined based on actual facts that they are not "excess earnings" as defined by the IRS Code.

The arbitrage rules provide for spend-down exceptions for proceeds that are spent within either a 6-month, 18-month or, for certain construction issues, a 24-month period each in accordance with certain spending criteria. Proceeds that qualify for an exception will be exempt from rebate. These exceptions are based on actual expenditures and not based on reasonable expectations, and expenditures, including any investment proceeds will have to meet the spending criteria to qualify for the exclusion. The City expects to meet the 24-month spending exception.

Regardless of whether the issue qualifies for an exemption from the rebate provisions, yield restriction provisions will apply to Bond proceeds (including interest earnings) unspent after three years and the debt service fund throughout the term of the Bonds. These moneys should be monitored until the Bonds are retired.

Baker Tilly Municipal Advisors, LLC (Baker Tilly MA) and the City have entered into an Agreement for Municipal Advisor Services under which Baker Tilly will provide arbitrage compliance services on the Bonds.

CONTINUING DISCLOSURE

Secondary disclosure requirements result from an SEC requirement that underwriters provide ongoing disclosure information to investors. To meet this requirement, any prospective underwriter will require the City to commit to providing the information needed to comply under a continuing disclosure agreement.

Baker Tilly Municipal Advisors, LLC (Baker Tilly MA) and the City have entered into an Agreement for Municipal Advisor Services under which Baker Tilly will provide continuing disclosure services on the Bonds.

Finance team

The issuance of the Bond will require the work of various other public finance professionals. Fees for these professionals shall be paid by proceeds of this issuance unless directed otherwise by City. The following professionals and their role have been identified below:

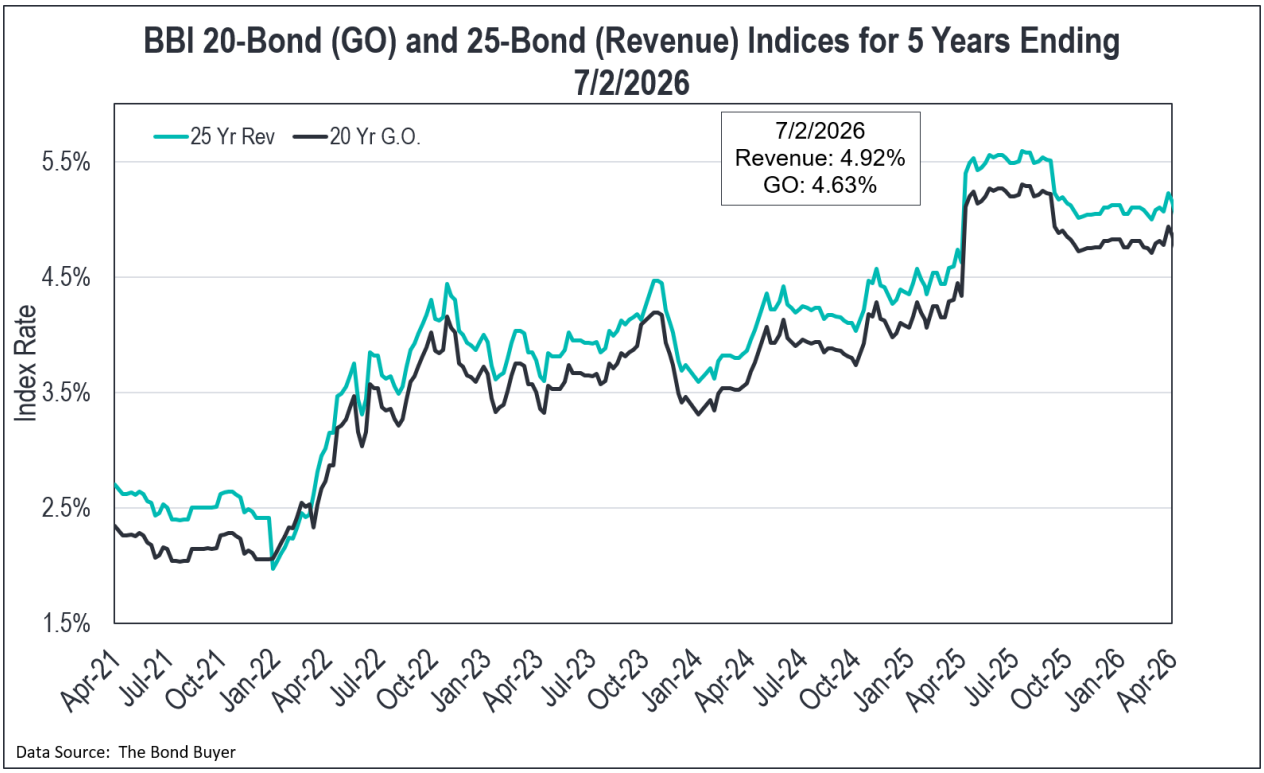
Bond Counsel: Kutak Rock LLP
Municipal Advisor: Baker Tilly Municipal Advisors, LLC

Baker Tilly Municipal Advisors, LLC is a registered municipal advisor and controlled subsidiary of Baker Tilly Advisory Group, LP. Baker Tilly Advisory Group, LP and Baker Tilly US, LLP, trading as Baker Tilly, operate under an alternative practice structure and are members of the global network of Baker Tilly International Ltd., the members of which are separate and independent legal entities. Baker Tilly US, LLP is a licensed CPA firm and provides assurance services to its clients. Baker Tilly Advisory Group, LP and its subsidiary entities provide tax and consulting services to their clients and are not licensed CPA firms. ©2025 Baker Tilly Municipal Advisors, LLC

Attachments

BOND BUYER INDEX

Performance of the tax-exempt market is often measured by the Bond Buyer's Index ("BBI") which measures the yield of high grade municipal bonds in the 20th year for general obligation bonds rated Aa2 by Moody's or AA by S&P (the BBI 20-Bond GO Index) and the 30th year for revenue bonds rated A1 by Moody's or A+ by S&P (the BBI 25-Bond Revenue Index). The following chart illustrates these two indices over the past five years:



$6,135,000

City of Red Wing, Minnesota
General Obligation Street Reconstruction Bonds, Series 2026A
15-Year Term

Sources & Uses

Dated 09/09/2026 | Delivered 09/09/2026

Sources Of Funds	
Par Amount of Bonds	$6,135,000.00
Total Sources	**$6,135,000.00**

Uses Of Funds	
Deposit to Project Construction Fund	5,990,000.00
Costs of Issuance	82,100.00
Total Underwriter's Discount (1.000%)	61,350.00
Rounding Amount	1,550.00
Total Uses	**$6,135,000.00**

$6,135,000

City of Red Wing, Minnesota
General Obligation Street Reconstruction Bonds, Series 2026A
15-Year Term

Pricing Summary

Maturity	Type of Bond	Coupon	Yield	Maturity Value	Price	Dollar Price
02/01/2028	Serial Coupon	3.100%	3.100%	150,000.00	100.000%	150,000.00
02/01/2029	Serial Coupon	3.150%	3.150%	245,000.00	100.000%	245,000.00
02/01/2030	Serial Coupon	3.200%	3.200%	255,000.00	100.000%	255,000.00
02/01/2031	Serial Coupon	3.250%	3.250%	260,000.00	100.000%	260,000.00
02/01/2032	Serial Coupon	3.350%	3.350%	270,000.00	100.000%	270,000.00
02/01/2033	Serial Coupon	3.400%	3.400%	280,000.00	100.000%	280,000.00
02/01/2034	Serial Coupon	3.500%	3.500%	290,000.00	100.000%	290,000.00
02/01/2035	Serial Coupon	3.600%	3.600%	300,000.00	100.000%	300,000.00
02/01/2036	Serial Coupon	3.650%	3.650%	520,000.00	100.000%	520,000.00
02/01/2037	Serial Coupon	3.800%	3.800%	540,000.00	100.000%	540,000.00
02/01/2038	Serial Coupon	3.900%	3.900%	560,000.00	100.000%	560,000.00
02/01/2039	Serial Coupon	4.000%	4.000%	580,000.00	100.000%	580,000.00
02/01/2040	Serial Coupon	4.050%	4.050%	605,000.00	100.000%	605,000.00
02/01/2041	Serial Coupon	4.100%	4.100%	625,000.00	100.000%	625,000.00
02/01/2042	Serial Coupon	4.200%	4.200%	655,000.00	100.000%	655,000.00
Total	**-**	**-**	**-**	**$6,135,000.00**	**-**	**$6,135,000.00**

Bid Information

Par Amount of Bonds	$6,135,000.00
Gross Production	$6,135,000.00
Total Underwriter's Discount (1.000%)	$(61,350.00)
Bid (99.000000%)	6,073,650.00
Total Purchase Price	$6,073,650.00
Bond Year Dollars	$61,964.92
Average Life	10.100 Years
Average Coupon	3.8953316%
Net Interest Cost (NIC)	3.9943393%
True Interest Cost (TIC)	4.0001017%

$6,135,000

City of Red Wing, Minnesota
General Obligation Street Reconstruction Bonds, Series 2026A
15-Year Term

NET DEBT SERVICE SCHEDULE

Date	Principal	Coupon	Interest	Total P+I	Net New D/S	105% Overlevy
02/01/2027	-	-	-	-	-	-
02/01/2028	150,000.00	3.100%	321,656.50	471,656.50	471,656.50	495,239.33
02/01/2029	245,000.00	3.150%	226,020.00	471,020.00	471,020.00	494,571.00
02/01/2030	255,000.00	3.200%	218,302.50	473,302.50	473,302.50	496,967.63
02/01/2031	260,000.00	3.250%	210,142.50	470,142.50	470,142.50	493,649.63
02/01/2032	270,000.00	3.350%	201,692.50	471,692.50	471,692.50	495,277.13
02/01/2033	280,000.00	3.400%	192,647.50	472,647.50	472,647.50	496,279.88
02/01/2034	290,000.00	3.500%	183,127.50	473,127.50	473,127.50	496,783.88
02/01/2035	300,000.00	3.600%	172,977.50	472,977.50	472,977.50	496,626.38
02/01/2036	520,000.00	3.650%	162,177.50	682,177.50	682,177.50	716,286.38
02/01/2037	540,000.00	3.800%	143,197.50	683,197.50	683,197.50	717,357.38
02/01/2038	560,000.00	3.900%	122,677.50	682,677.50	682,677.50	716,811.38
02/01/2039	580,000.00	4.000%	100,837.50	680,837.50	680,837.50	714,879.38
02/01/2040	605,000.00	4.050%	77,637.50	682,637.50	682,637.50	716,769.38
02/01/2041	625,000.00	4.100%	53,135.00	678,135.00	678,135.00	712,041.75
02/01/2042	655,000.00	4.200%	27,510.00	682,510.00	682,510.00	716,635.50
Total	**$6,135,000.00**	**-**	**$2,413,739.00**	**$8,548,739.00**	**$8,548,739.00**	**$8,976,175.95**

SIGNIFICANT DATES

Dated Date	9/09/2026
Delivery Date	9/09/2026
First Coupon Date	8/01/2027

Yield Statistics

Bond Year Dollars	$61,964.92
Average Life	10.100 Years
Average Coupon	3.8953316%
Net Interest Cost (NIC)	3.9943393%
True Interest Cost (TIC)	4.0001017%
Bond Yield for Arbitrage Purposes	3.8760578%
All Inclusive Cost (AIC)	4.1687611%

IRS Form 8038

Net Interest Cost	3.8953316%
Weighted Average Maturity	10.100 Years

$6,135,000

City of Red Wing, Minnesota
General Obligation Street Reconstruction Bonds, Series 2026A
15-Year Term

NET DEBT SERVICE SCHEDULE

Date	Principal	Coupon	Interest	Total P+I	Net New D/S	105% Overlevy	Fiscal Total
09/09/2026	-	-	-	-	-	-	-
08/01/2027	-	-	206,321.50	206,321.50	206,321.50	216,637.58	-
02/01/2028	150,000.00	3.100%	115,335.00	265,335.00	265,335.00	278,601.75	495,239.33
08/01/2028	-	-	113,010.00	113,010.00	113,010.00	118,660.50	-
02/01/2029	245,000.00	3.150%	113,010.00	358,010.00	358,010.00	375,910.50	494,571.00
08/01/2029	-	-	109,151.25	109,151.25	109,151.25	114,608.81	-
02/01/2030	255,000.00	3.200%	109,151.25	364,151.25	364,151.25	382,358.81	496,967.63
08/01/2030	-	-	105,071.25	105,071.25	105,071.25	110,324.81	-
02/01/2031	260,000.00	3.250%	105,071.25	365,071.25	365,071.25	383,324.81	493,649.63
08/01/2031	-	-	100,846.25	100,846.25	100,846.25	105,888.56	-
02/01/2032	270,000.00	3.350%	100,846.25	370,846.25	370,846.25	389,388.56	495,277.13
08/01/2032	-	-	96,323.75	96,323.75	96,323.75	101,139.94	-
02/01/2033	280,000.00	3.400%	96,323.75	376,323.75	376,323.75	395,139.94	496,279.88
08/01/2033	-	-	91,563.75	91,563.75	91,563.75	96,141.94	-
02/01/2034	290,000.00	3.500%	91,563.75	381,563.75	381,563.75	400,641.94	496,783.88
08/01/2034	-	-	86,488.75	86,488.75	86,488.75	90,813.19	-
02/01/2035	300,000.00	3.600%	86,488.75	386,488.75	386,488.75	405,813.19	496,626.38
08/01/2035	-	-	81,088.75	81,088.75	81,088.75	85,143.19	-
02/01/2036	520,000.00	3.650%	81,088.75	601,088.75	601,088.75	631,143.19	716,286.38
08/01/2036	-	-	71,598.75	71,598.75	71,598.75	75,178.69	-
02/01/2037	540,000.00	3.800%	71,598.75	611,598.75	611,598.75	642,178.69	717,357.38
08/01/2037	-	-	61,338.75	61,338.75	61,338.75	64,405.69	-
02/01/2038	560,000.00	3.900%	61,338.75	621,338.75	621,338.75	652,405.69	716,811.38
08/01/2038	-	-	50,418.75	50,418.75	50,418.75	52,939.69	-
02/01/2039	580,000.00	4.000%	50,418.75	630,418.75	630,418.75	661,939.69	714,879.38
08/01/2039	-	-	38,818.75	38,818.75	38,818.75	40,759.69	-
02/01/2040	605,000.00	4.050%	38,818.75	643,818.75	643,818.75	676,009.69	716,769.38
08/01/2040	-	-	26,567.50	26,567.50	26,567.50	27,895.88	-
02/01/2041	625,000.00	4.100%	26,567.50	651,567.50	651,567.50	684,145.88	712,041.75
08/01/2041	-	-	13,755.00	13,755.00	13,755.00	14,442.75	-
02/01/2042	655,000.00	4.200%	13,755.00	668,755.00	668,755.00	702,192.75	716,635.50
Total	**$6,135,000.00**	**-**	**$2,413,739.00**	**$8,548,739.00**	**$8,548,739.00**	**$8,976,175.95**	**-**

SIGNIFICANT DATES

Dated Date	9/09/2026
Delivery Date	9/09/2026
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Yield Statistics

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Bond Yield for Arbitrage Purposes	3.8760578%
All Inclusive Cost (AIC)	4.1687611%

IRS Form 8038

Net Interest Cost	3.8953316%
Weighted Average Maturity	10.100 Years

CITY COUNCIL MEETING STAFF REPORT

To: City Council Members and Mayor
From: Lisa Acker, Permits & Licensing Manager
Meeting Date: July 13, 2026
Agenda Item Number: 8.D.

Title and Purpose

Motion to Adopt * Resolution No. 8193, Gambling Premise Permit for Aliveo Learning Center, Inc. at Applebee's Neighborhood Grill and Bar.

Attachments

1. Resolution 8193 - Aliveo for Applebee's

Background

Applebee's has been in business for a number of years and recently reached out to Aliveo Learning Center, Inc. to provide some onsite charitable gambling opportunities for their customers. Applebee's doesn't currently have any charitable gambling on their premises.

Discussion

Val Hoium, Gambling Manager for Aliveo Learning Center, Inc., submitted both the LG214 and LG215 as required by the Minnesota Gambling Control Board and our city code on June 10, 2026. All required paperwork and fees were submitted and paid. The gambling activity to be conducted at Applebee's consists of paper pull-tabs, electronic pull tabs and electronic linked bingo. Upon approval from the City Council, Ms. Hoium will submit the application forms and all applicable fees to the Minnesota Gambling Control Board for final approval.

Financial Plan and Impact

There is no financial impact of approving this resolution and the $50.00 fee has been paid. Any organization licensed to conduct charitable gambling within the city shall expend at least 50 percent of its expenditures on lawful purposes conducted or located within the trade area. Aliveo Learning Center, Inc. contributes generously each year to numerous organizations and youth sports entities, based upon requests, in Red Wing and the surrounding area.

Recommended Action

Motion to Adopt Resolution No. 8193, Approving Gambling Premises Permit Application of Aliveo Learning Center, Inc. for Applebee's Neighborhood Grill and Bar

Resolution No. 8193

Resolution Approving Gambling Premises Permit Application of Aliveo Learning Center, Inc. for Applebee's Neighborhood Bar and Grill, 156 Tyler Road North, Red Wing, Minnesota

WHEREAS, Minnesota's lawful gambling laws require that the local unit of government approve or deny all gambling premises permit applications, and;

WHEREAS, the organization making application must attach a copy of the Resolution granting said approval, and;

WHEREAS, Aliveo Learning Center, Inc. is requesting approval of a gambling Premises Permit for Applebee's Neighborhood Bar and Grill, 156 Tyler Road North, Red Wing, Minnesota;

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Red Wing grants approval of the gambling Premises Permit Application of the Aliveo Learning Center for Applebee's Neighborhood Bar and Grill at 156 Tyler Road North, Red Wing, Minnesota

Adopted this 13th day of July, 2026

_____
Janie Farrar, Council President

ATTEST:

_____
Melissa Hill, MCMC
City Clerk

(seal)

Presented to the Mayor at _____ p.m. on this _____day of _____, 2026.

Approved this _____day of _____, 2026.

_____
Gary James Iocco, Mayor

CITY COUNCIL MEETING STAFF REPORT

To: City Council Members and Mayor
From: Lisa Acker, Permits & Licensing Manager
Meeting Date: July 13, 2026
Agenda Item Number: 8.E.

Title and Purpose

Motion to Approve 2026 Food Wagon License for Emily Knudsen, Pleasant Grove Pizza Farm.

Attachments

1. Messenger_creation_BE19E3A3-8EDB-4724-9FF0-C0538627035B_cp_17592367356862 (1)
2. Messenger_creation_8A260DDE-8B0D-4721-BE2F-E0CBFB981A0C_cp_17592367356857 (1)
3. Messenger_creation_A4ABDC9C-12B0-4F7D-A8E9-E4AFD84BCBC5_cp_17592367356852 (1)

Background

Food Wagon's operating in Red Wing, other than those at special events (PUPP's), the farmer's market or private parties, are required to obtain a Food Wagon license each year to operate on private or public property.

Discussion

Ms. Knudsen is a first-time applicant and is applying for a 2026 license. Ms. Knudsen is from the Red Wing area originally and now operates Pleasant Grove Pizza Farm in Waseca, MN. She has been working to find a location near Red Wing to do a "pop-up" pizza farm but then was invited to be a part of the Late-night Thursday's events in Red Wing. Ms. Knudsen plans to operate her food stand/food wagon once per month, during the Thursday events, from the Koplin's Village market parking lot. Her set-up requires more space than would be allowed on a public street since she had a trailer that contains their wood fire oven that must be placed adjacent to their tent set-up. The tent area houses all the coolers and counter areas required to assemble the pizzas and keep their ingredients fresh. The tent measures 10' wide x 20' long and the trailer is also 10' wide and 20' long (so roughly 20' x 20' minimum space is needed). This set-up is shown in the attached photos.

Ms. Knudsen has paid the required fee, submitted the required insurance paperwork and proof of licensure with the State of MN, and passed the background check. Staff have no concerns with Ms. Knudsen's operation of her food stand in Red Wing. She will operate from roughly 3:30 pm to 7:30 pm. She has two remaining dates planned for July 16 and August 20,

2026. Staff permitted Ms. Knudsen to participate in the event on June 18, 2026, without her official city license as all requirements had been met, but there wasn't ample time to get her added to the City Council agenda due to the agenda lead time guidelines.

City staff has reviewed the set-up and no concerns were noted by Fire, Police, Public Works, Community Development or Engineering.

Financial Plan and Impact

The $253.00 annual fee was paid on June 16, 2026.

Alternatives

Recommended Action

Motion to approve 2026 Food Wagon License

PLEASANT GROVE
PIZZA FARM

PLEASANT
GROVE
PIZZA FARM
Waseca, MN

CITY COUNCIL MEETING STAFF REPORT

To: City Council Members and Mayor
From: Jerry Plein, Deputy Director of Public Services
Meeting Date: July 13, 2026
Agenda Item Number: 8.F.

Title and Purpose

Motion to Approve Private Use of Public Property (PUPP) Application for River City Days. The Red Wing Area Chamber of Commerce will again host this annual community event. River City Days is scheduled for July 31 - August 2, 2026, and will utilize Central Park, Bay Point Park, adjacent parking lots, Levee Park, Memorial Park, and downtown streets for the parade.

Attachments

1. Application
2. Plot Plan
3. River City Days Map
4. Parade Route 2026

Background

The Red Wing Chamber of Commerce will again host this annual community event. River City Days is scheduled for July 31 - August 2, 2026, and will include the use of Central Park, Bay Point Park and adjacent parking lots, Levee Park, Colvill Park, Memorial Park, and the streets for the Parade.

Edina Realty is sponsoring the Medallion Hunt again this year. They want to display a large banner off their building (139 Tyler Rd. S) for 2 weeks (July 28-Aug. 10) stating they are sponsoring the medallion hunt, and clues can be found at their location.

The River City Ramble will be held on August 1. The race will begin at Bay Point Park and goes onto Cannon Valley Trail, with full race details in the attached application. Organizers are requesting that all roads remain open to traffic with a volunteer at the stop sign of Withers Drive/Old West Main St. and Old West Main St./Bench St.

Red Wing Chamber Parade will be held on August 4 with line up from 11:00 a.m. to 1:00 p.m. at 5th and 6th Streets between West Avenue and Plum Street. The parade will be from 1:00 p.m. to 3:00 p.m., beginning on Bush St. between 3rd and 5th Streets. Details of the route are included in the attached application.

This year’s events will include the medallion hunt, kids' games, family entertainment, food stands, food trucks, a beer tent, live music, arts and crafts, basketball, mini golf, yoga, a classic

car show, duck race raffle on the river, a Pickleball tournament, and commercial vendors.

Central Park will host live music in the evening by the Sheldon Brass Band, Memorial Park a disc golf tournament, and the Red Wing Regional Airport will host a pancake breakfast. The Red Wing Trolley will be shuttling attendees between Red Wing (drop off location by Red Wing Library), Levee Park, and Bay Point Park Saturday and Sunday.

Organizers are also requesting that event staff be allowed to operate “gators” and golf carts within event grounds at Bay Point Park and Levee Park. This will allow for quicker response time as needs or problems arise, as well as the ability to monitor event activities. The attached application can provide detailed information regarding this event.

Discussion

This is a very successful Community Event that has been an annual tradition. As in the past, staff will coordinate event needs and continue to meet with staff from the Chamber of Commerce. The City has acknowledged that River City Days is a City-sponsored event and provides financial support to cover a portion of the costs for material, refuse, equipment, and labor.

The City has allocated $15,000 in the 2026 budget for the event. The City will provide standard liability insurance coverage for the event; however, as in years past, they will be required to obtain a special events policy to provide the extra layer of protection necessary for an event of this size. Organizers will be reimbursed for the cost of this added policy.

Financial Plan and Impact

River City Days is paid from the Events Budget (101-45120-53999), with $15,000 allocated for the event and reimbursement for the special event insurance. The organizers will be billed for any additional costs.

Alternatives

1. Approve Private Use of Public Property (PUPP) application for 2026 River City Days and the River City Days Parade.
2. Not Approve event.

Recommended Action

Motion to Approve Private Use of Public Property (PUPP) Application for 2026 River City Days and the River City Days Parade.

City of Red Wing - Application for Private Use of Public Property

A Private Use of Public Property (PUPP) Permit is required for community and public events held on City property. This includes activities such as large gatherings, events with amplified sound, walks, races or parades, stage or tent installation, and construction projects.

Is this application for a construction project or an event?	Event

Please complete the Private Use of Public Property (PUPP) application with as much detail as possible. To ensure sufficient time for review and processing, applications must be submitted to the City at least 30 days prior to the event, activity, or project. City staff require adequate time to review applications and provide necessary comments. All applications must be approved by both City staff and the City Council. City Council meets on the 2nd and 4th Monday of every month.

If you have any questions concerning your application, please feel free to contact Public Works at 651-385-3674 (7 a.m. to 3 p.m., Monday-Friday)

Private Use of Streets, Parking Areas & Public Property

Name	Michelle Larson
Agency	Red Wing Area Chamber of Commerce
Address	439 Main Street
City	Red Wing
State	MN
Zip	55066
Email Address	michelle@redwingchamber.com
Work Phone	651-388-4719
Cell	651-564-0860
Name of Event	River City Days
Event Start Date	07/31/2026
Event Start Time	11:00 AM (CDT)
Event End Date	08/02/0026

Event End Time	8:00 PM (CDT)
Please provide a detailed description what your event entails:	This is the 43rd Annual River City Days. The event is Red Wing's premier community and summer celebration for people of all ages. The festival includes multiple events across 3 days in various areas in the community. Events include: Monday, July 27, 2026: Medallion Hunt begins Tuesday, July 28, 2026: River City Days kickoff event at 910 Mainstreet businesses Tuesday, July 28, 2026: Event Set Up begins set up at Bay Point Park parking lot and will be taken down Monday, August 3rd. Wednesday/Thursday July 29/30: Tent, fencing, and parking area set up in Bay Point Park and empty lot by the pedestrian bridge. Coca Cola will deliver items and refrigerators for Taste of Red Wing. Refrigerated semi delivered for beer garden. On Thursday, stage and sound equipment will arrive and need to test electricity. Food vendors for taste of Red Wing will begin set up. Friday, July 31, 2026: Bay Point Park - Final event set up and finishing touches from 8am-noon. River City Days activities begin at noon. Activities include kids games, food vendors, live music (starts at 1pm), commercial vendors, touch-a-truck, beer garden. Levee Park - set up for Arts & Crafts portion of festival begins at 7pm with vendors and food trucks. Parade route signs set up. Saturday, August 1, 2026: 7:30am River City Ramble run (Starts @ Bay Point Park and goes onto the Cannon Valley Trail), Bay Point Park - Car Show starts at 8am. Purina Incredible Dog Show set up in the morning. Show times are at 2pm, 4pm, and 6pm. Duck race raffle on the river (3pm), kids games, kids programming, kids treasure hunt on sand volleyball court, beer garden, family entertainment, live music, yoga, food vendors, 3-on-3 basketball tournament, bingo, inflatables, commercial vendors, mini golf, touch-a-truck. Bay Point Park events span from 8am-midnight). Levee Park - arts and craft vendors set up from 7-10am, craft fair begins at 10am and runs until 7pm, food vendors. Central Park - live music in the evening by Sheldon Brass Band, will need power on. Memorial Park -disc golf tournament starting at 9:30am. Sunday, August 4 - Bay Point Park - kids games, touch-a-truck, food vendors, commercial vendors, inflatables, mini golf, large petting zoo, beer garden, live music (until 8pm), Central Park - worship service Levee Park - arts and craft vendors, food vendors. Craft show runs from 10am-4pm. Parade - downtown streets (same location as prior years for parade route and parade staging). Pancake Breakfast @ RW Airport Red Wing Trolley rides shuttling attendees between downtown Red Wing (drop off location by Red Wing Library), Levee Park, and Bay Point Park Saturday and Sunday.
Please list the public facilities, parks, streets, or public property you are requesting use of for this event:	Bay Point Park, Levee Park, Central Park, downtown streets for parade (see route map).

What are the general liability insurance coverage limits of the applicant?	
Per Occurrence	$1,000,000.00
General Aggregate	$2,000,000.00
Name	Musty Barnhart Agency
Address	910 Main Street, Suite 202, Red Wing, MN 55066
Phone	6513887128
On behalf of the applicant, I hereby certify that all of the foregoing statements are true and accurate to the best of my knowledge. Applicant makes this application in accordance with City Code, Section 7.13. Applicant acknowledges that, prior to the granting of this permission by the City, Applicant will be required to furnish proof of insurance with general liability insurance limits of at least $1,000,000 per occurrence and $2,000,000 general aggregate limit (coverage limit requirement may be satisfied by a general liability policy in combination with an excess liability or umbrella liability policy). The applicant's insurance coverage must be primary, written on an "Occurrence" basis and must list the City of Red Wing as an additional insured. Applicant agrees to defend, indemnify and hold harmless the City and its officials, employees and agents from any liabilities, judgments, losses, costs or charges (including attorneys' fees) incurred by the City as a result of any claim, demand, action or suit relating to any bodily injury (including death), loss, or property damage caused by, arising out of, related to or associated with use of the property by applicant, its guests or invitees resulting from this application and its use. I further understand that the City may charge a fee for the use of the public property. In no event will I acquire any rights, title, or interest in the public property whatsoever; and the City may cancel my use of the property any time with or without prior notice to me. I further understand that in granting this permit the City is not	I Certify

waiving compliance with other ordinances or the requirements to obtain any other permits and, further, that I am responsible for obtaining any other permits required by law from other appropriate governmental entities. Applicant shall ensure that all public property is restored or left in an acceptable condition. I certify that I have the authority to bind applicant to the above terms.	
Signature	Michelle Larson

The City has established a PUPP Fee Schedule to recover costs incurred by the City for event operations. Charges include City material costs, equipment, and City labor charges. The PUPP applicant is responsible for all costs related to the event.

Do you have any electrical needs?	Yes
Please specify your electrical needs:	Electricity turned on in bay point park, levee park, and central park. Will need turtles for Taste of Red Wing & Levee Park food vendors.
Do you need water service?	Yes
Please specify your water needs:	Water hook up for Taste of Red Wing and for the Water Wars kids game.
Do you plan on having portable toilets?	Yes
Number of portable toilets	50
Do you need additional refuse carts and/or recycling carts?	Yes

The list below provides estimated needs for refuse and recycling carts based on event size. Trash carts are 65-gallon; recycling carts are 96-gallon.

Number of Attendees	Suggested # Trash Carts	Suggested # Recycling Carts	Total Carts
100 attendees	8 trash carts	2 recycling carts	10 total carts
200 attendees	16 trash carts	4 recycling carts	20 total carts
300 attendees	24 trash carts	6 recycling carts	30 total carts
400 attendees	32 trash carts	8 recycling carts	40 total carts
500 attendees	40 trash carts	10 recycling carts	50 total carts

Number of Refuse Carts:	0
Number of Recycling Carts:	0
Do you want any additional picnic tables?	Yes
Number of Picnic Tables	15

Where do you want the picnic tables placed?	10 Levee Park 5 Bay Point Park
Are you requesting any street closures?	Yes
Please list street(s) and requested closure times.	Saturday, August 1: River City Ramble - Levee Road to Cannon Valley Trail. Start line just before Pottery Pond on the sidewalk. No street closures but stop traffic intermittently at corner of Withers Rd and Old West Main S and Old West Main and Bench St during the race from 8:00-8:45am as runners will need to cross in both these locations. Requesting support from PD. Sunday, August 2: See parade route map for Sunday.
Are you requesting no parking prior to and/or during your event?	Yes
Please list requested street(s)/time(s) below	Saturday, August 3, River City Ramble - 7am no parking from Bay Point to the first dock on both sides Sunday, August 4 - Parade set up and take down - 10am-3:30pm: 5th and 6th streets between West Ave and Plum. Parade route from 11am-3:30pm - Bush Street, 3rd Street, Pine Street between 3rd and 4th, 4th Street (see map)
What are your plans/requests/needs for assistance with crowd control, traffic control, and onsite emergency personnel/equipment?	Overnight security Thursday-Sunday at Bay Point Park. River City Ramble on Saturday, August 3 will use safety volunteers along with reserve officers. The highest need for traffic management will be at the corner of Withers Dr. and Old West Main St. The run sponsor/host will contact FD/Ambulance the week of the run to highlight areas of primary concern and ensure everyone is on the same page with appropriate contact info for race organizers. Sunday, August 4 - Parade - the chamber and volunteers will supervise the parade line-up area, but are requesting assistance with placing barricades along the parade route/staging area and with putting up the no parking signs prior to the day of the parade. Michelle Larson will be a contact for the parade.
Upload Plot Plan / Map	2026 RCD (1).pdf Parade Route 2025 (1).pdf RIVER CITY DAYS MAP - DRAFT 1.pdf

Cones and barricades are necessary for most major events. They are available for rental from the Public Works Department. Event organizers are reminded that if you are renting signs/barricades from the City, you are responsible for picking up, setting up, taking down, and returning all signs and barricades necessary for your event. Police Department staff will review the placement to ensure safety and enforceability.

The City has established a PUPP Fee Schedule to recover costs incurred by the City for event operations. Charges include City material costs, equipment, and City labor charges. The PUPP applicant is responsible for all costs related to the event. View the PUPP Fee Schedule.

Will barricades be rented from the City, or will you be providing your own or securing them through another provider?	Rent from City
Please select the number and type of cone/barricade you wish to rent:	• Type 1 – 12’ Barricades • Type III – 4’ Barricades • Type III – 8’ Barricades • Reflective Cones

	• Drums • Road Closed Sign • No Right Turn Sign on Stand • Pedestrian Barricades • Stop Sign on Stand • Closed to Thru Traffic Signs
Quantity of Type I – 12' Barricades:	64
Quantity of Type III – 4' Barricades	0
Quantity of Type III – 8' Barricades	5
Quantity of Barrel Barricade	16
Quantity of Reflective Cones	75
Quantity of Stop Sign on Stand	4
Quantity of No Right Turn Sign on Stand	1
Quantity of Closed to Thru Traffic Signs	1
Quantity of Road Closed Sign	6
Quantity of Pedestrian Barricades	20

Are you planning on staking down a tent?	Yes

For staking any tent or canopy on City of Red Wing property, a Gopher State One Call utility locate must be requested at least two days before installation, according to state law. No tent or canopy may be erected at a location not called in. The City of Red Wing is not responsible for initiating Gopher State One Call locates. If a utility is damaged or an individual is injured due to the failure to request such locates, the City will not be held liable.

Gopher State One Call – 811 or 1-800-252-1166

Additionally, tents are not permitted at certain parks due to utility congestion, size constraints, and/or cultural resources. View the list of prohibited parks.

Tent Details	Ripley Rental is setting up all tents and calling in the locates. See map for tent locations.
Is your event open to the general public, or is it a private event?	Open to the General Public
Will there be food or beverage sold or provided to the public?	Yes

All food vendors, regardless of their status (501c3, etc.) must have a valid Food and Beverage License issued by the Minnesota Department of Health. You, as the applicant, are responsible for verifying that all vendors providing food or beverage during your event have obtained the proper license.

Food and Beverage Licenses can be obtained by contacting the Minnesota Department of Health at 651-201-4500

Does your event include the screening of outdoor movie(s)?	No

Additional Comments	I'm unsure on the amount of trash receptacles we receive for the festival. This would be a good item to count this year and determine if it's too many/not enough, etc so we can input that proper number for the PUPP next year. I will send a list of the rental items and the length of days we need them for so they are charged accordingly. Some items not on the rental above were bleachers. I will need them for Saturday only. 3 total for basketball and the dog shows. Can sand bags still be rented? If so, we'd like 25 of them. Also need 4 water barrels. I believe all our typical rental items are above beyond this list.

PUPP Overview of Requests

Insurance Submitted	No
Electrical Needs	Yes
Location of Electrical Use:	Bay Point Park, levee park, and central park. Turtles for Taste of Red Wing and Levee Park Food Vendors.
Water Service Needed	Yes
Portable Toilets	Yes
Requesting Refuse and/or Recycling Collection	Yes
Number of Carts Needed & Delivery Location	Requesting input from Waste Campus on number they need.
Picnic Tables	Yes
Number of Tables and Location to Deliver	10 Levee Park 5 Bay Point Park
Requesting Street Closures	Yes
List of Streets and Requested Closure Times	Saturday, August 1: Ramble - No street closures but traffic intermittently stopped at corner of Wither Rd and Old West Main S and Old West Main and Bench St. during race 8-8:45 am. Sunday, August 2: Parade route - see map.
Requesting No Parking	Yes
List of Requested Streets and Times of No Parking	August 3: 7am No Parking from Bay Point to the first dock on both sides.

If Renting signs/barricades from the City, you are responsible for picking them up from Public Works, set up, take down, and returning all signs and barricades back to Public Works. Signs and barricades can be picked up the day before your event at Public Works.

Public Works Streets Approval Form

06/22/2026 7:09 AM (CDT)

Submitted by Jerry Plein (jerry.plein@redwingmn.gov)

Recommendation	Approve
Please list any conditions associated with approval or reasons for staff denial:	please verify the number of reflective cones, this number seems high from years past

Police Department Approval Form

06/22/2026 8:41 AM (CDT)

Submitted by Brian Metling (brian.metling@redwingmn.gov)

Police Department costs associated with the event:	NO PARKING SIGNS ARE REQUIRED FOR THIS EVENT. $2.00 PER SIGN PLUS CSO COST FOR MAKING, PLACING, AND PICKING UP STHE SIGNS AT CSO RATE ($60/HR). RESERVE OFFICERS WILL BE NEED AT THE RATE OF ($20/HR). FULL-TIME OFFICERS WILL BE NEEDED AT THE RATE OF ($130/HR).
Recommendation	Approve
Please list any conditions associated with approval or reasons for staff denial:	PD STAFF WILL WORK WITH THE CHAMBER ON NUMBER OF FULL-TIME AND RESERVE OFFICER STAFF NEEDED. ALL COSTS WILL BE CALCULATED AT THE END OF RIVER CITY DAYS AND BILLED.

Fire Department Approval Form

06/25/2026 11:52 AM (CDT)

Submitted by Andy Speltz (andy.speltz@redwingmn.gov)

Fire Department costs associated with the event:	Chief Warner will provide estimate for EMS tent at Bay Point.
Recommendation	Approve
Please list any conditions associated with approval or reasons for staff denial:	Tents greater than 400 square feet and/or canopies greater than 700 square feet are regulated by fire code. A detailed site plan of the tents is required to determine occupant load and number of exits required. Please call Fire Marshal Speltz at 651.385.3694 to schedule an inspection prior to the start of any events. The tents will not be allowed to be opened to the public until an inspection takes place and all deficiencies are corrected. No exceptions. A fire department access road (20' minimum width) shall be maintained throughout all closed streets, parks, etc. for the duration of the event to allow emergency vehicle access to adjacent structures, vendor displays, booths, etc. Please call Fire Marshal Speltz at 651.385.3694 if there are questions. Provide a designated location where the fencing can be broken down in the event of emergency evacuation. Please contact Fire Chief Warner and Asst. Chief Nelson, Red Wing FD concerning incident action plan.

Engineering Department Approval Form

06/25/2026 12:23 PM (CDT)

Submitted by Zach Regnier (zach.regnier@redwingmn.gov)

Recommendation	Approve

Public Works Building & Grounds Approval Form

06/25/2026 1:15 PM (CDT)

Submitted by Patrick Ramaker (patrick.ramaker@redwingmn.gov)

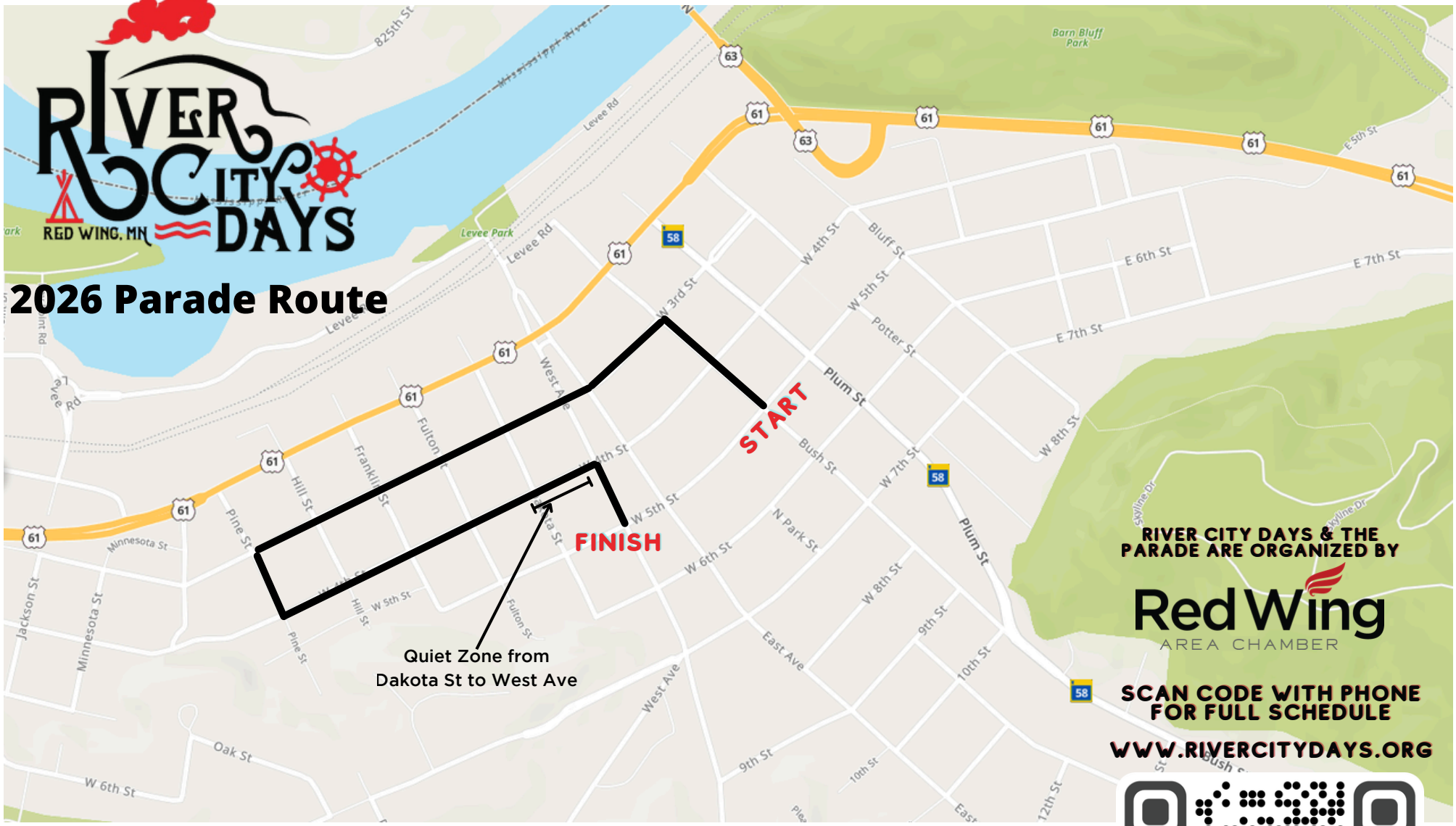
Public Works Building & Grounds costs associated with the event:	Power is limited in areas around the park. During setup, if an electrician is needed to troubleshoot power issues these costs will be incurred by the event organizer.

Mississippi River
WISCONSIN
MINNESOTA
Mississippi River
Duck Race
Tipi Monument
Ole Miss Marina
Gas Dock
Bay Point Park
Incredible Dog Show Sat.
3 on 3 basketball
Inflatables
Water Wars
Bungee
Trampoline
Hole in One
24 Sun. Petting Zoo
Kid Games Tent
Teen Tent
Treasure Hunt
Car Show
Gaming Trailer (Sat Eve and Sun Afternoon
Laser Tag
Bay Point Park
Bay Point Dr
ATM
Beer Trailer
Bar/Lg Tent
Taste of RW
Stage
Tent
Permit Parking Only for Event staff, taste of red wing, and bands)
Red Wing Bay
Google
Mobile Gaming Truck (Sat/Sun)
Laser Tag (Sat/Sun)
Petting Zoo (Sun)
Eagle Presentation (Sat)
Kids Treasure Hunt (Sat)
Bingo (Sat)
Hole in One (Sat)
Duck Race (Sat)
Food Trucks
Vendors
This yellow line is the only access allowed for emergency vehicles, car show participants, event staff side by sides/golf carts, and band members/sound techs.

RIVER CITY DAYS
RED WING, MN
EVENT MAP
BAY POINT PARK
POTTERY POND
CANNON VALLEY TRAIL
Ramble
Start Point
by Pottery
Pond Park
LEVEE ROAD
LEVEE
PARK
HE MNI
CAN
HWY 63 / To Red Wing Airport
WEST END DISTRICT
HIGHWAY 61
PINE STREET
3RD STREET
4TH STREET
WEST AVENUE
EAST AVENUE
BUSH STREET
HIGHWAY 58 / BUSH ST
QUIET ZONE
CENTRAL
PARK
5TH STREET TO:
HE MNI CAN TRAILHEAD
6TH STREET
7TH STREET - TO COLVILL + MEMORIAL
KEY
Walking Bridge
Parade Route
Entertainment +
Family Activities
Trolley Stop
Hop On / Hop Off
Public Parking
Pickleball
Tournament
Parade
Quiet Zone
Frisbee Golf
Tournament
River City
Ramble 5K
Arts + Craft Fair
Red Wing Airport
Turn Right onto
Highway 35 South
Cookies on the Trail
Sunrise
Hike + Yoga
THIS MAP IS APPROXIMATE - NOT TO SCALE

RIVER CITY DAYS
RED WING, MN

2026 Parade Route



RIVER CITY DAYS & THE PARADE ARE ORGANIZED BY

Red Wing AREA CHAMBER

SCAN CODE WITH PHONE FOR FULL SCHEDULE

WWW.RIVERCITYDAYS.ORG

PARADE SPONSOR

GMC QUINN MOTORS of ELLSWORTH

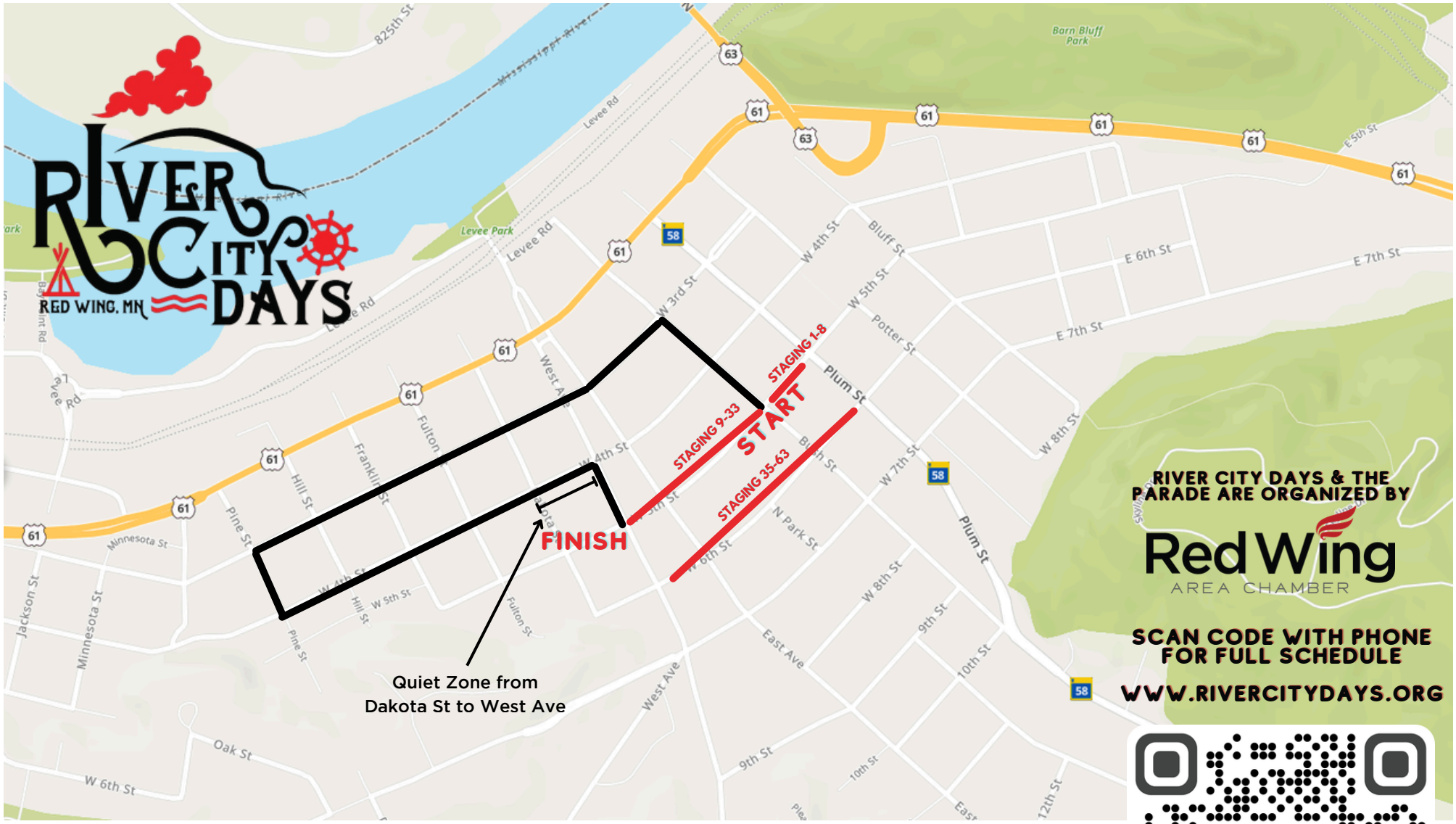
PRESENTING SPONSORS

RED WING SHOES® EST. 1905

Treasure Island RESORT & CASINO

City of RED WING

2026 Parade Route - Unit Set Up



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PRESENTING SPONSORS

RED WING SHOES® EST. 1905

Treasure Island RESORT & CASINO

City of RED WING

CITY COUNCIL MEETING STAFF REPORT

To: City Council Members and Mayor
From: Shawn Blaney, Public Works Director
Meeting Date: July 13, 2026
Agenda Item Number: 8.G.

Title and Purpose

Motion to Approve Transfer of Federal Aviation Administration (FAA) Non-Primary Entitlement Funding to the City of Morris and the New Agreement be Signed by the Public Works Director and City Attorney.
At the May 26, 2026, meeting, the Council approved transferring entitlement funds to the City of Pine River. The FAA contacted the City in June and requested that funds be directed to the City of Morris, MN rather than the City of Pine River.

Attachments

1. Form 5100-110. Entitlement Transfer RGK to MOX

Background

The City of Red Wing receives $150,000 per year from the FAA for qualifying projects at the Red Wing Regional Airport. These non-primary entitlement funds have been most recently used for rehabilitation and maintenance projects. These funds can be “banked” for up to four years, allowing airports to accumulate up to $600,000 for a larger project if needed. Funds not used within four years expire and are returned to the FAA.

At the May 26, 2026, City Council Meeting, Council previously approved transferring $150,000 to the City of Pine River. In late June 2026, the FAA contacted the City and requested that the funds get transferred to the City of Morris instead of Pine River. The funds will still be repaid by the City of Owatonna.

Discussion

The City of Red Wing, working with our Airport Consultant, Short Elliot Hendrickson (SEH), plans to undertake a project using FAA funds every other year. In 2021, the entitlement funding was used to fund the apron expansion project. It is a common practice among airports to “borrow” or “loan” entitlements to other Minnesota airports that need the funds to complete a project, with a scheduled repayment. Lending the funds this year will ensure they are available in the near future for the upcoming runway and taxiway reconstruction projects.

The City of Morris, Minnesota, is seeking financial assistance for a project planned for 2026. On behalf of the Morris Municipal Airport, SEH has requested a transfer from the City of Red

Wing's FAA entitlement funding balance in the amount of $150,000. The City of Red Wing has no project planned for 2026.

This transfer would be a triangular event. The City of Owatonna owes Morris for funds they borrowed for a T-hangar in 2021. However, Owatonna is getting a discretionary grant this year for an apron reconstruction project, so they can't transfer entitlement funds. Red Wing doesn't have a federal project in 2026 and can transfer funds; then the City of Owatonna will repay the $150,000 to the City of Red Wing in Federal Year 2028.

Financial Plan and Impact

This action does not affect the Airport fund (209).

Alternatives

1.) Approve Request to transfer FAA Entitlement Funds to the City of Morris, Minnesota, and Authorize the Public Works Director and City Attorney to Execute Agreement.
2.) Not Approve the Request and provide staff direction as to how to proceed.

Recommended Action

Motion to Approve Request for Transfer of FAA Entitlement Funds to the City of Morris, Minnesota, and Authorize the Public Works Director and City Attorney to Execute the Agreement.

U.S. Department
of Transportation

**Federal Aviation
Administration**

FAA Form 5100-110, Request for FAA Approval of Agreement for Transfer of Entitlements

Paperwork Reduction Act Burden Statement

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Aviation Administration, 10101 Hillwood Parkway, Fort Worth, TX 76177-1524.

Request for FAA Approval of Agreement for Transfer of Entitlements

In accordance with 49 USC § 47117(c)(2),

Name of Transferring Sponsor: City of Red Wing, Minnesota

hereby waives receipt of the following amount of funds apportioned to it under 49 USC § 47114(c) for

the: Name of Transferring Airport (and LOCID): Red Wing Regional Airport (RGK)

for each fiscal year listed below:

Entitlement Type (Passenger, Cargo or Nonprimary)	Fiscal Year	Amount
Nonprimary	2026	$ 150,000.00
Total		$ 150,000.00

The Federal Aviation Administration has determined that the waived amount will be made available to:

Name of Airport (and LOCID) Receiving Transferred Entitlements:
Morris Municipal Airport (MOX)

Name of Receiving Airport's Sponsor: City of Morris, MN

a public use airport in the same state or geographical areas as the transferring airport for eligible projects under 49 USC § 47104(a).

The waiver expires on the earlier of (date) or when the availability of apportioned funds lapses under 49 USC § 47117(b).

For the United States of America, Federal Aviation Administration:

Signature: _____

Name:

Title:

Date:

Certification of Transferring Sponsor

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Executed on this day of ,

Name of Sponsor: City of Red Wing

Name of Sponsor's Authorized Official: Shawn Blaney

Title of Sponsor's Authorized Official: Public Works Director

Signature of Sponsor's Authorized Official: _____

Certificate of Transferring Sponsor's Attorney

I, , acting as Attorney for the Sponsor do hereby certify that in my opinion the Sponsor is empowered to enter into the foregoing Agreement under the laws of the state of Minnesota . Further, I have examined the foregoing Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said state and 49 USC § 47101, et seq.

Dated at (City, State),

this day of ,

Signature of Sponsor's Attorney: _____

Submit by Email

CITY COUNCIL MEETING STAFF REPORT

To: City Council Members and Mayor
From: Jerry Plein, Deputy Director of Public Services
Meeting Date: July 13, 2026
Agenda Item Number: 8.H.

Title and Purpose

Actions Related to the Construction Contract for the 2026 Water Service Line Replacement (WSL) Project.
The 2026 WSL Project is part of the City's ongoing effort to replace publicly and privately owned, potentially lead-containing water service lines throughout the community in accordance with state and federal drinking water requirements. The project will improve drinking water quality, protect public health, and continue implementation of the City's WSL replacement program.

1. Motion to Approve Construction Contract with BCM Construction, Inc in the Amount of $888,887 and Set the Project Budget at $1,135,000 for the 2026 WSL.
2. Motion to Authorize the Council Administrator to Execute the Contract.

Attachments

1. Recommendation Letter
2. Contract Documents - Contractor Executed

Background

April 2025--Council authorized staff to submit a proposal for the Project Priority List(PPL) for the Lead Service Line replacement program(LSRL).

January 2026- City received confirmation of the grant amount of $1,135,000 for the LSL program for 2026 and staff entered into a contract with Bolton & Menk for design and prepare plans and specifications for the project.

February 2026-Staff and Bolton and Menk held a public meeting with the proposed property owners of the 2026 replacement project to explain the program. Council adopted the resolution accepting the grant money from the PPL.

April 2026-council approved the plans and authorized staff to advertise for bids.

June 2026 — Bids were received and council awarded the contract with BCM Construction for the 2026 water line replacement project for $888,887

Discussion

The 2026 Water Service Line Replacement or Lead Service Line Replacement Project is part of the City's ongoing effort to replace publicly and privately owned potentially lead containing water service lines throughout the community in accordance with state and federal drinking water requirements. The project will improve drinking water quality, protect public health, and continue implementation of the City's WSL replacement program.

The project generally includes the replacement of approximately 5,355 linear feet of galvanized water piping with 1-inch polyethylene water service. lines at approximately 111 properties. The work also includes restoration of sidewalks and driveways, sanitary service televising, site restoration, and other related improvements necessary to complete the work. The contract requires final completion by May 29, 2027.

Bid Results

Bids were received on June 1, 2026, with seven contractors submitting responsive bids. Bolton & Menk, Inc., the City's consulting engineer, reviewed the bids and determined that BCM Construction, Inc. of Faribault, Minnesota submitted the lowest responsible bid.

Bidder	Bid Amount
BCM Construction, Inc.	**$888,887.00**
Ellingson Drainage	$951,412.00
Fitzgerald Excavating	$1,029,035.00
H & M Underground Solutions	$1,264,345.00
Five Star Energy Services, LLC	$1,581,335.00
A-1 Excavating, LLC	$1,654,321.00
Urban Companies	$3,648,950.00

The Engineer's Estimate for the project was $1,160,125.00. BCM Construction's bid is $271,238.00 below the Engineer's Estimate, representing a favorable bidding environment and providing excellent value for the City.

Engineer's Recommendation

Bolton & Menk has reviewed the bid documents and determined that BCM Construction, Inc. submitted the lowest responsive and responsible bid. The engineer recommends awarding the contract and proceeding with construction upon receipt of the required bonds and insurance.

Financial Plan and Impact

The contract amount is $888,887.00. Funding for this project was secured with a $1,135,000 PFA grant already accepted by February 2026. The contract amount is substantially below the engineer's estimate, allowing the City to complete the planned improvements within the available project budget.

Alternatives

1. Approve to authorize execution of the construction contract with BCM Construction in the amount of $888,887 and set the overall project budget at $1,135,000 for the 2026 WSL project. This option allows the City to proceed with the 2026 Lead Service Line Replacement Project as planned and maintain the project schedule.
2. Reject all bids and rebid the project. This option would delay construction, postpone lead service line replacements, and could result in higher construction costs.

Recommended Action

1. Motion to Approve Construction Contract with BCM Construction, Inc in the Amount of $888,887 and Set the Project Budget at $1,135,000 for the 2026 WSL.
2. Motion to Authorize the Council Administrator to Execute the Contract.

BOLTON & MENK
Real People. Real Solutions.

12224 Nicollet Avenue
Burnsville, MN 55337

Phone: (952) 890-0509
Bolton-Menk.com

June 1, 2026

Honorable Mayor and City Council
City of Red Wing
315 West 4th Street
Red Wing, MN 55066

RE: Project Recommendation and Bid Abstract
2026 Lead Service Line Replacement Project
Red Wing, Minnesota
BMI Project No.: 25X138487

Honorable Mayor and City Council:

The bid letting for the above-referenced project was held on June 1, 2026, at 11:00 a.m. Seven bids were received and read. In accordance with contract requirements, a unit price bid tabulation was prepared. Based upon the tabulation of actual unit prices, the low bidder for the project is BCM Construction, Inc. of Faribault, Minnesota. A breakdown of the total bid amounts and the engineer's estimate is as follows. A detailed tabulation of the bids is also included.

Bidders	**Total Bid Amount**
BCM Construction, Inc.	$888,887.00
Ellingson Drainage	$951,412.00
Fitzgerald Excavating	$1,029,035.00
H & M Underground Solutions	$1,264,345.00
Five Star Energy Services, LLC	$1,581,335.00
A-1 Excavating LLC	$1,654,321.00
Urban Companies	$3,648,950.00
Engineer's Estimate	*$1,160,125.00*

The total amount of the low bid is $888,887.00, which is $271,238.00 below the engineer's estimate. We believe it would be in the City's best interest to proceed with these improvements at this time. We believe that the bids received are competitive and responsive.

Therefore, at this time, and with the understanding that the contractor will provide the necessary bonds and insurance as required by the contract, we recommend that the City proceed with this project and award the contract to BCM Construction, Inc. in the amount of $888,887.00.

Please feel free to contact me if you have any questions or need additional information.

Sincerely,

Bolton & Menk, Inc.

Benjamin Rosol, P.E.
Project Manager

cc: Jerry Plein, Deputy Director of Public Works
Kelsey Prall, Deputy Director
Brian Hilgardner, Bolton & Menk, Inc.

Bolton & Menk is an equal opportunity employer.

ABSTRACT OF BIDS

Lead Service Line Replacement
Red Wing, Minnesota
25X.138487000

Bid Date: June 1, 2026
Bid Time: 11:00 a.m.

ITEM NO.	ITEM	APPROX. QUANT.	UNIT	Engineer's Estimate Bolton & Menk, Inc. UNIT PRICE	AMOUNT	1 BCM Construction, Inc. Faribault, MN UNIT PRICE	AMOUNT	2 Ellingson Drainage West Concord, MN UNIT PRICE	AMOUNT	3 Fitzgerald Excavating Goodhue, MN UNIT PRICE	AMOUNT
BASE BID											
1	MOBILIZATION	1	LUMP SUM	$65,000.00	$65,000.00	$51,000.00	$51,000.00	$12,850.00	$12,850.00	$40,000.00	$40,000.00
2	TRAFFIC CONTROL	1	LUMP SUM	$7,500.00	$7,500.00	$15,000.00	$15,000.00	$14,250.00	$14,250.00	$4,000.00	$4,000.00
3	REMOVE & REPLACE CONCRETE SIDEWALK	6250	SF	$12.50	$78,125.00	$16.00	$100,000.00	$15.00	$93,750.00	$20.00	$125,000.00
4	REMOVE & REPLACE BITUMINOUS DRIVEWAY	1200	SF	$10.00	$12,000.00	$12.00	$14,400.00	$11.00	$13,200.00	$15.00	$18,000.00
5	REMOVE & REPLACE CONCRETE DRIVEWAY	2000	SF	$13.50	$27,000.00	$18.00	$36,000.00	$17.00	$34,000.00	$21.00	$42,000.00
6	REMOVE & REPLACE GRAVEL DRIVEWAY	1500	SF	$3.00	$4,500.00	$10.00	$15,000.00	$2.85	$4,275.00	$5.00	$7,500.00
7	REMOVE & REPLACE CONCRETE STEP	15	EACH	$750.00	$11,250.00	$600.00	$9,000.00	$665.00	$9,975.00	$1,000.00	$15,000.00
8	ROCK EXCAVATION	100	CY	$100.00	$10,000.00	$30.00	$3,000.00	$100.00	$10,000.00	$30.00	$3,000.00
9	SALVAGE AND REINSTALL FENCE	60	LIN FT	$30.00	$1,800.00	$90.00	$5,400.00	$30.00	$1,800.00	$100.00	$6,000.00
10	SALVAGE AND REINSTALL RETAINING WALL	400	SF	$40.00	$16,000.00	$66.00	$26,400.00	$45.00	$18,000.00	$62.00	$24,800.00
11	EXPLORATORY EXCAVATION	20	HR	$400.00	$8,000.00	$400.00	$8,000.00	$325.00	$6,500.00	$100.00	$2,000.00
12	TELEVISE SANITARY SERVICE	111	EACH	$600.00	$66,600.00	$772.00	$85,692.00	$440.00	$48,840.00	$750.00	$83,250.00
13	DRAIN TILE REPAIR	20	LIN FT	$35.00	$700.00	$71.00	$1,420.00	$22.50	$450.00	$30.00	$600.00
14	1" WATER SERVICE	5355	LIN FT	$55.00	$294,525.00	$54.00	$289,170.00	$79.00	$423,045.00	$33.00	$176,715.00
15	1" CURB STOP & BOX	5	EACH	$750.00	$3,750.00	$750.00	$3,750.00	$1,500.00	$7,500.00	$1,200.00	$6,000.00
16	2" POLYSTYRENE INSULATION	50	SY	$40.00	$2,000.00	$69.00	$3,450.00	$78.00	$3,900.00	$30.00	$1,500.00
17	CONNECT TO EXISTING CURB STOP BOX	111	EACH	$300.00	$33,300.00	$260.00	$28,860.00	$260.00	$28,860.00	$780.00	$86,580.00
18	CONNECT TO EXISTING WATER SERVICE - PRIVATE	111	EACH	$2,000.00	$222,000.00	$220.00	$24,420.00	$350.00	$38,850.00	$780.00	$86,580.00
19	PLUMBER	111	EACH	$750.00	$83,250.00	$270.00	$29,970.00	$390.00	$43,290.00	$1,000.00	$111,000.00
20	ELECTRICIAN	111	EACH	$750.00	$83,250.00	$460.00	$51,060.00	$490.00	$54,390.00	$500.00	$55,500.00
21	CASTING ASSEMBLY (CURB STOP & BOX)	10	EACH	$300.00	$3,000.00	$706.00	$7,060.00	$250.00	$2,500.00	$500.00	$5,000.00
22	WATER PITCHER AND FILTER	111	EACH	$75.00	$8,325.00	$85.00	$9,435.00	$70.00	$7,770.00	$110.00	$12,210.00
23	SITE RESTORATION	111	EACH	$750.00	$83,250.00	$400.00	$44,400.00	$347.00	$38,517.00	$800.00	$88,800.00
24	EROSION/SEDIMENT CONTROL	1	LUMP SUM	$15,000.00	$15,000.00	$7,000.00	$7,000.00	$14,900.00	$14,900.00	$8,000.00	$8,000.00
25	CONSTRUCTION ALLOWANCE	20000	UNIT	$1.00	$20,000.00	$1.00	$20,000.00	$1.00	$20,000.00	$1.00	$20,000.00
		TOTAL AMOUNT BID:			**$1,160,125.00**		**$888,887.00**		**$951,412.00**		**$1,029,035.00**

ABSTRACT OF BIDS

Lead Service Line Replacement
Red Wing, Minnesota
25X.138487000

Bid Date: June 1, 2026
Bid Time: 11:00 a.m.

ITEM NO.	ITEM	APPROX. QUANT.	UNIT	4 **H & M Underground Solutions** Austin, MN UNIT PRICE	4 AMOUNT	5 **Five Star Energy Services, LLC** Waukesha, WI UNIT PRICE	5 AMOUNT	6 **A-1 Excavating LLC** Bloomer, WI UNIT PRICE	6 AMOUNT	7 **Urban Companies** St. Paul, MN UNIT PRICE	7 AMOUNT
BASE BID											
1	MOBILIZATION	1	LUMP SUM	$28,765.00	$28,765.00	45,000.00	$45,000.00	239,696.00	$239,696.00	560,000.00	$560,000.00
2	TRAFFIC CONTROL	1	LUMP SUM	$5,000.00	$5,000.00	35,000.00	$35,000.00	70,000.00	$70,000.00	100,000.00	$100,000.00
3	REMOVE & REPLACE CONCRETE SIDEWALK	6250	SF	$3.00	$18,750.00	24.00	$150,000.00	20.00	$125,000.00	25.00	$156,250.00
4	REMOVE & REPLACE BITUMINOUS DRIVEWAY	1200	SF	$3.00	$3,600.00	14.00	$16,800.00	15.00	$18,000.00	30.00	$36,000.00
5	REMOVE & REPLACE CONCRETE DRIVEWAY	2000	SF	$3.00	$6,000.00	28.00	$56,000.00	22.00	$44,000.00	25.00	$50,000.00
6	REMOVE & REPLACE GRAVEL DRIVEWAY	1500	SF	$3.00	$4,500.00	12.00	$18,000.00	9.00	$13,500.00	5.00	$7,500.00
7	REMOVE & REPLACE CONCRETE STEP	15	EACH	$625.00	$9,375.00	35.00	$525.00	650.00	$9,750.00	1,200.00	$18,000.00
8	ROCK EXCAVATION	100	CY	$350.00	$35,000.00	195.00	$19,500.00	250.00	$25,000.00	750.00	$75,000.00
9	SALVAGE AND REINSTALL FENCE	60	LIN FT	$3.00	$180.00	100.00	$6,000.00	80.00	$4,800.00	200.00	$12,000.00
10	SALVAGE AND REINSTALL RETAINING WALL	400	SF	$3.00	$1,200.00	165.00	$66,000.00	70.00	$28,000.00	200.00	$80,000.00
11	EXPLORATORY EXCAVATION	20	HR	$600.00	$12,000.00	300.00	$6,000.00	750.00	$15,000.00	500.00	$10,000.00
12	TELEVISE SANITARY SERVICE	111	EACH	$300.00	$33,300.00	600.00	$66,600.00	800.00	$88,800.00	1,700.00	$188,700.00
13	DRAIN TILE REPAIR	20	LIN FT	$45.00	$900.00	25.00	$500.00	65.00	$1,300.00	20.00	$400.00
14	1" WATER SERVICE	5355	LIN FT	$105.00	$562,275.00	15.00	$80,325.00	65.00	$348,075.00	200.00	$1,071,000.00
15	1" CURB STOP & BOX	5	EACH	$900.00	$4,500.00	900.00	$4,500.00	2,500.00	$12,500.00	3,000.00	$15,000.00
16	2" POLYSTYRENE INSULATION	50	SY	$55.00	$2,750.00	55.00	$2,750.00	55.00	$2,750.00	40.00	$2,000.00
17	CONNECT TO EXISTING CURB STOP BOX	111	EACH	$950.00	$105,450.00	1,300.00	$144,300.00	2,000.00	$222,000.00	3,000.00	$333,000.00
18	CONNECT TO EXISTING WATER SERVICE - PRIVATE	111	EACH	$1,100.00	$122,100.00	1,400.00	$155,400.00	1,000.00	$111,000.00	3,000.00	$333,000.00
19	PLUMBER	111	EACH	$900.00	$99,900.00	3,000.00	$333,000.00	1,000.00	$111,000.00	3,000.00	$333,000.00
20	ELECTRICIAN	111	EACH	$1,100.00	$122,100.00	1,200.00	$133,200.00	500.00	$55,500.00	500.00	$55,500.00
21	CASTING ASSEMBLY (CURB STOP & BOX)	10	EACH	$725.00	$7,250.00	100.00	$1,000.00	650.00	$6,500.00	1,500.00	$15,000.00
22	WATER PITCHER AND FILTER	111	EACH	$100.00	$11,100.00	85.00	$9,435.00	250.00	$27,750.00	100.00	$11,100.00
23	SITE RESTORATION	111	EACH	$350.00	$38,850.00	1,500.00	$166,500.00	400.00	$44,400.00	500.00	$55,500.00
24	EROSION/SEDIMENT CONTROL	1	LUMP SUM	$9,500.00	$9,500.00	45,000.00	$45,000.00	10,000.00	$10,000.00	111,000.00	$111,000.00
25	CONSTRUCTION ALLOWANCE	20000	UNIT	$1.00	$20,000.00	1.00	$20,000.00	1.00	$20,000.00	1.00	$20,000.00
		TOTAL AMOUNT BID:			**$1,264,345.00**		**$1,581,335.00**		**$1,654,321.00**		**$3,648,950.00**

PROJECT MANUAL AND CONTRACT DOCUMENTS

2026 Lead Service Line Replacement Project

City of Red Wing

Red Wing, MN

BOLTON & MENK

Real People. Real Solutions.

CERTIFICATIONS PAGE

PROJECT MANUAL

FOR

2026 LEAD SERVICE LINE REPLACEMENT PROJECT

CITY OF RED WING

RED WING, MN

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision, and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.

Signature:

Typed or Printed Name: Benjamin Rosol, P.E.

Date: 5/4/2026 License Number: 57798

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TABLE OF CONTENTS

2026 Lead Service Line Replacement Project
City of Red Wing

This Project Manual incorporates, either in full or in part, various EJCDC copyrighted documents. Documents incorporated in full are subject to the copyright notice in the EJCDC document footnotes. For those EJCDC documents excerpted, modified, or incorporated in part, those portions of the text that originated in copyrighted EJCDC documents remain subject to the EJCDC license and copyright. Copyright © 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

CONTRACT DOCUMENTS:

PROJECT MANUAL:

Introductory Information, Bidding Requirements, Contract Forms and Conditions of Contract

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00 51 00	NOTICE OF AWARD
00 51 11	RESPONSIBLE CONTRACTOR SUBCONTRACTORS LIST
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00 55 00	NOTICE TO PROCEED
00 61 13.13	PERFORMANCE BOND FORM
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00 72 00	C-700 2018 STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT
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01 42 19	REFERENCE STANDARDS
01 45 00	QUALITY CONTROL
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01 71 13	MOBILIZATION
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APPENDICES:

Minnesota Public Facilities Authority (PFA) Contract Packet
State Funded Construction Contracts: Special Provisions Division A - Labor
Truck Rental Rates
Homeowner Access Agreement
Minnesota Rural Water Association Sewer/Water Utility - Trace Wire Specification

DRAWINGS (UNDER SEPARATE COVER):

Thirty-two (32) sheets numbered G0.01 through C4.23, inclusive, dated May 4, 2026, and with each sheet bearing the following general title:

2026 Lead Service Line Replacement Project
City of Red Wing

******END OF SECTION******

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ADVERTISEMENT FOR BIDS
2026 LEAD SERVICE LINE REPLACEMENT PROJECT
CITY OF RED WING
RED WING, MN

RECEIPT AND OPENING OF PROPOSALS: Proposals for the work described below will be received online through QuestCDN.com until 11:00 a.m. on June 1, 2026, at which time the bids will be opened and publicly read through Microsoft Teams. Please use the link or call-in number and conference ID below to see and/or hear the bid opening results:

Microsoft Teams Meeting Link: https://tinyurl.com/y2ydesp3

Meeting ID: 283 488 585 444 808; Passcode: hr2Vi2P4

Call: +1 612-428-8778; Phone Conference ID: 456 636 487#

DESCRIPTION OF WORK: The work includes the construction of approximately:

Remove & Replace Concrete Sidewalk	6,250	SF
Remove & Replace Bituminous Driveway	1,200	SF
Remove & Replace Concrete Driveway	2,000	SF
1" PE Water Service	5,355	LF
Site Restoration	111	EA

together with numerous related items of work, all in accordance with Plans and Specifications. This project is subject to Prevailing Wage Rates, Truck Rentals, Disadvantaged Business Enterprise Goals, Targeted Group Business Program Goals, and Veteran-Owned Small Business, Equal Employment Opportunity Provisions, Buy American Iron and Steel Provisions, and Build America Buy America.

COMPLETION OF WORK: All work under the Contract must be complete by May 29, 2027.

PLAN HOLDERS LIST, ADDENDUMS AND BID TABULATION: The plan holders list, addendums and bid tabulations will be available for download on-line at www.questcdn.com or www.bolton-menk.com.

TO OBTAIN BID DOCUMENTS: Complete digital project bidding documents are available at www.questcdn.com or www.bolton-menk.com. You may view the digital plan documents for free by entering Quest project #10193258 on the website's Project Search page. Documents may be downloaded for $50.00. Please contact QuestCDN.com at 952-233-1632 or info@questcdn.com for assistance in free membership registration, viewing, downloading, and working with this digital project information.

BID SUBMITTAL: A bid shall be submitted online no later than the date and time prescribed. For this project, the Owner will only be accepting online electronic bids through QuestCDN. To access the electronic bid form, download the project document and click the online bidding button at the top of the advertisement. Prospective bidders must be on the plan holders list through QuestCDN for bids to be accepted.

RESPONSIBLE CONTRACTOR: All prospective contractors must comply with the minimum criteria for a "responsible contractor" as defined in Minn. Stat. § 16C.285, subd. 3. A false statement under oath verifying compliance with any of the minimum criteria will make the contractor ineligible for the project and may result in contract termination.

BID SECURITY: A Proposal Bond in the amount of not less than 5 percent of the total amount bid, drawn in favor of City of Red Wing shall accompany each bid.

OWNER'S RIGHTS RESERVED: The Owner reserves the right to reject any or all bids and to waive any irregularities and informalities therein and to award the Contract to other than the lowest bidder if, in their discretion, the interest of the Owner would be best served thereby.

DATED: April 27, 2026 **/S/** Melissa Hill
City Clerk

Published:

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Red Wing Republican-Eagle: May 9, 2026
QuestCDN: May 7, 2026

******END OF SECTION******

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INSTRUCTIONS TO BIDDERS

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ARTICLE 1—DEFINED TERMS

1.01 Terms used in these Instructions to Bidders have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below:

A. Issuing Office—The office from which the Bidding Documents are to be issued, and which registers plan holders.

ARTICLE 2—BIDDING DOCUMENTS

2.01 Bidder shall obtain a complete set of Bidding Requirements and proposed Contract Documents (together, the Bidding Documents). See the Agreement for a list of the Contract Documents. It is Bidder's responsibility to determine that it is using a complete set of documents in the preparation of a Bid. Bidder assumes sole responsibility for errors or misinterpretations resulting from the use of incomplete documents, by Bidder itself or by its prospective Subcontractors and Suppliers.

2.02 Bidding Documents are made available for the sole purpose of obtaining Bids for completion of the Project and permission to download or distribution of the Bidding Documents does not confer a license or grant permission or authorization for any other use. Authorization to download documents, or other distribution, includes the right for plan holders to print documents solely for their use, and the use of their prospective Subcontractors and Suppliers, provided the plan holder pays all costs associated with printing or reproduction. Printed documents may not be re-sold under any circumstances.

2.03 Bidder may register as a plan holder and obtain complete sets of Bidding Documents, in the number and format stated in the Advertisement or invitation to bid. Bidders may rely that sets of Bidding Documents obtained in this manner are complete unless an omission is blatant. Registered plan holders will receive Addenda issued by Owner.

2.04 Owner is not responsible for omissions in Bidding Documents or other documents obtained from plan rooms or other sources, or for a Bidder's failure to obtain Addenda if they are not a registered plan holder.

2.05 *Electronic Documents*

A. When the Bidding Requirements indicate that electronic (digital) copies of the Bidding Documents are available, such documents will be made available to the Bidders as Electronic Documents in the manner specified.

1. Bidding Documents will be provided in Adobe PDF (Portable Document Format) (.pdf) that is readable by Adobe Acrobat Reader. It is the intent of the Engineer and Owner that such Electronic Documents are to be exactly representative of the paper copies of the documents. However, because the Owner and Engineer cannot totally control the transmission and receipt of Electronic Documents nor the Contractor's means of reproduction of such documents, the Owner and Engineer cannot and do not guarantee that Electronic Documents and reproductions prepared from those versions are identical in every manner to the paper copies.

B. Unless otherwise stated in the Bidding Documents, the Bidder may use and rely upon complete sets of Electronic Documents of the Bidding Documents, described in Paragraph 2.05.A above. However, Bidder assumes all risks associated with differences arising from transmission/receipt of Electronic Documents versions of Bidding Documents and reproductions prepared from those versions and, further, assumes all risks, costs, and responsibility associated with use of the Electronic Documents versions to derive information that is not explicitly contained in printed paper versions of the documents, and for Bidder's reliance upon such derived information.

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ARTICLE 3—QUALIFICATIONS OF BIDDERS

3.01 This article is not used.

ARTICLE 4—PRE-BID CONFERENCE

4.01 A pre-bid conference will not be conducted for this project.

ARTICLE 5—SITE AND OTHER AREAS; EXISTING SITE CONDITIONS; EXAMINATION OF SITE; OWNER'S SAFETY PROGRAM; OTHER WORK AT THE SITE

5.01 *Site and Other Areas*

A. The Site is identified in the Bidding Documents. By definition, the Site includes rights-of-way, easements, and other lands furnished by Owner for the use of the Contractor. Any additional lands required for temporary construction facilities, construction equipment, or storage of materials and equipment, and any access needed for such additional lands, are to be obtained and paid for by Contractor.

5.02 *Existing Site Conditions*

A. Subsurface and Physical Conditions; Hazardous Environmental Conditions

1. The Supplementary Conditions identify the following regarding existing conditions at or adjacent to the Site:

a. Those reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data.

b. Those drawings known to Owner of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data.

c. Reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site.

1) Technical Data contained in such reports and drawings.

2. Owner will make copies of reports and drawings referenced above available to any Bidder on request. These reports and drawings are not part of the Contract Documents, but the Technical Data contained therein upon whose accuracy Bidder is entitled to rely, as provided in the General Conditions, has been identified and established in the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any Technical Data or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.

3. If the Supplementary Conditions do not identify Technical Data, the default definition of Technical Data set forth in Article 1 of the General Conditions will apply.

B. *Underground Facilities*: Underground Facilities are shown or indicated on the Drawings, pursuant to Paragraph 5.05 of the General Conditions, and not in the drawings referred to in Paragraph 5.02.A of these Instructions to Bidders. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data.

5.03 *Other Site-related Documents*

A. In addition to the documents regarding existing Site conditions referred to in Paragraph 5.02.A, the following other documents relating to conditions at or adjacent to the Site are known to Owner and made available to Bidders for reference:

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1. No other site related documents are available.

5.04 *Site Visit and Testing by Bidders*

A. Bidder is required to visit the Site and conduct a thorough visual examination of the Site and adjacent areas. During the visit, the Bidder must not disturb any ongoing operations at the Site.

B. Bidder shall conduct the required Site visit during normal working hours.

C. Bidder is not required to conduct any subsurface testing, or exhaustive investigations of Site conditions.

D. On request, and to the extent Owner has control over the Site, and schedule permitting, the Owner will provide Bidder general access to the Site to conduct such additional examinations, investigations, explorations, tests, and studies as Bidder deems necessary for preparing and submitting a successful Bid. Owner will not have any obligation to grant such access if doing so is not practical because of existing operations, security or safety concerns, or restraints on Owner's authority regarding the Site. Bidder is responsible for establishing access needed to reach specific selected test sites.

E. Bidder must comply with all applicable Laws and Regulations regarding excavation and location of utilities, obtain all permits, and comply with all terms and conditions established by Owner or by property owners or other entities controlling the Site with respect to schedule, access, existing operations, security, liability insurance, and applicable safety programs.

F. Bidder must fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies.

5.05 *Owner's Safety Program*

A. Site visits and work at the Site may be governed by an Owner safety program. If an Owner safety program exists, it will be noted in the Supplementary Conditions.

5.06 *Other Work at the Site*

A. Reference is made to Article 8 of the Supplementary Conditions for the identification of the general nature of other work of which Owner is aware (if any) that is to be performed at the Site by Owner or others (such as utilities and other prime contractors) and relates to the Work contemplated by these Bidding Documents. If Owner is party to a written contract for such other work, then on request, Owner will provide to each Bidder access to examine such contracts (other than portions thereof related to price and other confidential matters), if any.

ARTICLE 6—BIDDER'S REPRESENTATIONS AND CERTIFICATIONS

6.01 Express Representations and Certifications in Bid Form, Agreement

A. The Bid Form that each Bidder will submit contains express representations regarding the Bidder's examination of Project documentation, Site visit, and preparation of the Bid, and certifications regarding lack of collusion or fraud in connection with the Bid. Bidder should review these representations and certifications and assure that Bidder can make the representations and certifications in good faith, before executing and submitting its Bid.

B. If Bidder is awarded the Contract, Bidder (as Contractor) will make similar express representations and certifications when it executes the Agreement.

ARTICLE 7—INTERPRETATIONS AND ADDENDA

7.01 Owner on its own initiative may issue Addenda to clarify, correct, supplement, or change the Bidding Documents.

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7.02 Bidder shall submit all questions about the meaning or intent of the Bidding Documents to Engineer in writing to the Issuing Office. Contact information and submittal procedures for such questions are as follows:

12224 Nicollet Avenue, Burnsville, MN 55337-1649, (952) 890-0509

7.03 Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda delivered to all registered plan holders. Questions received less than seven days prior to the date for opening of Bids may not be answered.

7.04 Only responses set forth in an Addendum will be binding. Oral and other interpretations or clarifications will be without legal effect. Responses to questions are not part of the Contract Documents unless set forth in an Addendum that expressly modifies or supplements the Contract Documents.

ARTICLE 8—BID SECURITY

8.01 A Bid must be accompanied by Bid security made payable to Owner in an amount of 5 percent of Bidder's maximum Bid price (determined by adding the base bid and all alternates) and in the form of a Bid bond issued by a surety meeting the requirements of Paragraph 6.01 of the General Conditions. Such Bid bond will be issued in the form included in the Bidding Documents or the unmodified EJCDC version of the same form.

8.02 The Bid security of the apparent Successful Bidder will be retained until Owner awards the contract to such Bidder, and such Bidder has executed the Contract, furnished the required Contract security, and met the other conditions of the Notice of Award, whereupon the Bid security will be released. If the Successful Bidder fails to execute and deliver the Contract and furnish the required Contract security within 15 days after the Notice of Award, Owner may consider Bidder to be in default, annul the Notice of Award, and the Bid security of that Bidder will be forfeited, in whole in the case of a penal sum bid bond, and to the extent of Owner's damages in the case of a damages-form bond. Such forfeiture will be Owner's exclusive remedy if Bidder defaults.

8.03 The Bid security of other Bidders that Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of 7 days after the Effective Date of the Contract or 61 days after the Bid opening, whereupon Bid security furnished by such Bidders will be released.

8.04 Bid security of other Bidders that Owner believes do not have a reasonable chance of receiving the award will be released within 7 days after the Bid opening.

ARTICLE 9—CONTRACT TIMES

9.01 The number of days within which, or the dates by which, the Work is to be (a) substantially completed and (b) ready for final payment, and (c) Milestones (if any) are to be achieved, are set forth in the Agreement.

9.02 Provisions for liquidated damages, if any, for failure to timely attain a Milestone, Substantial Completion, or completion of the Work in readiness for final payment, are set forth in the Agreement.

ARTICLE 10—SUBSTITUTE AND "OR EQUAL" ITEMS

10.01 The Contract for the Work, as awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents without consideration during the bidding and Contract award process of possible substitute or "or-equal" items. In cases in which the Contract allows the Contractor to request that Engineer authorize the use of a substitute or "or-equal" item of material or equipment, application for such acceptance may not be made to and will not be considered by Engineer until after the Effective Date of the Contract.

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10.02 The Contract for the Work, as awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents, and those "or-equal" or substitute or materials and equipment subsequently approved by Engineer prior to the submittal of Bids and identified by Addendum. No item of material or equipment will be considered by Engineer as an "or-equal" or substitute unless written request for approval has been submitted by Bidder and has been received by Engineer within 10 days of the issuance of the Advertisement for Bids or invitation to Bidders. Each such request must comply with the requirements of Paragraphs 7.05 and 7.06 of the General Conditions, and the review of the request will be governed by the principles in those paragraphs. The burden of proof of the merit of the proposed item is upon Bidder. Engineer's decision of approval or disapproval of a proposed item will be final. If Engineer approves any such proposed item, such approval will be set forth in an Addendum issued to all registered Bidders. Bidders cannot rely upon approvals made in any other manner.

10.03 All prices that Bidder sets forth in its Bid will be based on the presumption that the Contractor will furnish the materials and equipment specified or described in the Bidding Documents, as supplemented by Addenda. Any assumptions regarding the possibility of post-Bid approvals of "or-equal" or substitution requests are made at Bidder's sole risk.

ARTICLE 11—SUBCONTRACTORS, SUPPLIERS, AND OTHERS

11.01 A Bidder must be prepared to retain specific Subcontractors and Suppliers for the performance of the Work if required to do so by the Bidding Documents or in the Specifications. If a prospective Bidder objects to retaining any such Subcontractor or Supplier and the concern is not relieved by an Addendum, then the prospective Bidder should refrain from submitting a Bid.

11.02 The apparent Successful Bidder, and any other Bidder so requested, must submit to Owner a list of the Subcontractors or Suppliers proposed for the following portions of the Work within five days after Bid opening:

A. There are no key categories of work.

11.03 If requested by Owner, such list must be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor or Supplier. If Owner or Engineer, after due investigation, has reasonable objection to any proposed Subcontractor or Supplier, Owner may, before the Notice of Award is given, request apparent Successful Bidder to submit an acceptable substitute, in which case apparent Successful Bidder will submit a substitute, Bidder's Bid price will be increased (or decreased) by the difference in cost occasioned by such substitution, and Owner may consider such price adjustment in evaluating Bids and making the Contract award.

11.04 If apparent Successful Bidder declines to make any such substitution, Owner may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors and Suppliers. Declining to make requested substitutions will constitute grounds for forfeiture of the Bid security of any Bidder. Any Subcontractor or Supplier, so listed and against which Owner or Engineer makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer subject to subsequent revocation of such acceptance as provided in Paragraph 7.07 of the General Conditions.

ARTICLE 12—PREPARATION OF BID

12.01 The Bid Form is included with the Bidding Documents.

A. All blanks on the Bid Form must be completed.

B. Paper bids, if applicable, must be completed in ink and the Bid Form signed in ink. Erasures or alterations must be initialed in ink by the person signing the Bid Form.

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C. A Bid price must be indicated for each section, bid item, alternate, adjustment unit price item, and unit price item listed therein.

D. If the Bid Form expressly indicates that submitting pricing on a specific alternate item is optional, and Bidder elects to not furnish pricing for such optional alternate item, then Bidder may enter the words "No Bid" or "Not Applicable."

12.02 When submitting a paper bid, if Bidder has obtained the Bidding Documents as Electronic Documents, then Bidder shall prepare its Bid on a paper copy of the Bid Form printed from the Electronic Documents version of the Bidding Documents. The printed copy of the Bid Form must be clearly legible, printed on 8½ inch by 11-inch paper and as closely identical in appearance to the Electronic Document version of the Bid Form as may be practical. The Owner reserves the right to accept Bid Forms which nominally vary in appearance from the original paper version of the Bid Form, providing that all required information and submittals are included with the Bid.

12.03 A Bid by a corporation must be executed in the corporate name by a corporate officer (whose title must appear under the signature), accompanied by evidence of authority to sign. The corporate address and state of incorporation must be shown.

12.04 A Bid by a partnership must be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership must be shown.

12.05 A Bid by a limited liability company must be executed in the name of the firm by a member or other authorized person and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm must be shown.

12.06 A Bid by an individual must show the Bidder's name and official address.

12.07 A Bid by a joint venture must be executed by an authorized representative of each joint venturer in the manner indicated on the Bid Form. The joint venture must have been formally established prior to submittal of a Bid, and the official address of the joint venture must be shown.

12.08 When submitting a paper bid, all names must be printed in ink below the signatures.

12.09 The Bid must contain an acknowledgment of receipt of all Addenda, the numbers of which must be filled in on the Bid Form.

12.10 Postal and e mail addresses and telephone number for communications regarding the Bid must be shown.

12.11 The Bid must contain evidence of Bidder's authority to do business in the state where the Project is located, or Bidder must certify in writing that it will obtain such authority within the time for acceptance of Bids and attach such certification to the Bid.

12.12 If Bidder is required to be licensed to submit a Bid or perform the Work in the state where the Project is located, the Bid must contain evidence of Bidder's licensure, or Bidder must certify in writing that it will obtain such licensure within the time for acceptance of Bids and attach such certification to the Bid. Bidder's state contractor license number, if any, must also be shown on the Bid Form.

ARTICLE 13—BASIS OF BID

13.01 Unit Price

A. Bidders must submit a Bid on a unit price basis for each item of Work listed in the unit price section of the Bid Form.

B. The "Bid Price" (sometimes referred to as the extended price) for each unit price Bid item will be the product of the "Estimated Quantity", which Owner or its representative has set forth in the Bid Form,

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for the item and the corresponding "Bid Unit Price" offered by the Bidder. The total of all unit price Bid items will be the sum of these "Bid Prices"; such total will be used by Owner for Bid comparison purposes. The final quantities and Contract Price will be determined in accordance with Paragraph 13.03 of the General Conditions.

C. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

D. All "Bid Unit Prices" will be calculated and entered to the $0.01. Discrepancies will be resolved by the unit price being the first two significant digits after the decimal point as entered in the bid tabulation.

ARTICLE 14—SUBMITTAL OF BID

14.01 The Bid Form is to be completed and submitted with the Bid security and the other documents required to be submitted under the terms of Article 2 of the Bid Form.

14.02 A Bid must be received no later than the date and time prescribed and at the place indicated in the Advertisement or invitation to bid. Paper bids, if applicable, must be enclosed in a plainly marked package with the Project title, and, if applicable, the designated portion of the Project for which the Bid is submitted, the name and address of Bidder, and must be accompanied by the Bid security and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid must be enclosed in a separate package plainly marked on the outside with the notation "BID ENCLOSED." A mailed Bid must be addressed to the location designated in the Advertisement.

14.03 Bids received after the date and time prescribed for the opening of bids, or not submitted at the correct location or in the designated manner, will not be accepted. Paper bids that are not accepted will be returned to the Bidder unopened.

ARTICLE 15—MODIFICATION AND WITHDRAWAL OF BID

15.01 An unopened Bid may be withdrawn by an appropriate document duly executed in the same manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids. Upon receipt of such notice, the unopened Bid will be returned to the Bidder.

15.02 If a Bidder wishes to modify its Bid prior to Bid opening, Bidder must withdraw its initial Bid in the manner specified in Paragraph 15.01 and submit a new Bid prior to the date and time for the opening of Bids.

15.03 If within 24 hours after Bids are opened any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, the Bidder may withdraw its Bid, and the Bid security will be returned. Thereafter, if the Work is rebid, the Bidder will be disqualified from further bidding on the Work.

ARTICLE 16—OPENING OF BIDS

16.01 Bids will be opened at the time and place indicated in the advertisement or invitation to bid and, unless obviously non-responsive, read aloud publicly. A tabulation of the total amounts of the base Bids and major alternates, if any, will be made available to Bidders after the opening of Bids.

ARTICLE 17—BIDS TO REMAIN SUBJECT TO ACCEPTANCE

17.01 All Bids will remain subject to acceptance for the period of time stated in the Bid Form, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.

ARTICLE 18—EVALUATION OF BIDS AND AWARD OF CONTRACT

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18.01 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner also reserves the right to waive all minor Bid informalities not involving price, time, or changes in the Work.

18.02 Owner will reject the Bid of any Bidder that Owner finds, after reasonable inquiry and evaluation, to not be responsible.

18.03 If Bidder purports to add terms or conditions to its Bid, takes exception to any provision of the Bidding Documents, or attempts to alter the contents of the Contract Documents for purposes of the Bid, whether in the Bid itself or in a separate communication to Owner or Engineer, then Owner will reject the Bid as nonresponsive.

18.04 If Owner awards the contract for the Work, such award will be to the responsible Bidder submitting the lowest responsive Bid.

18.05 *Evaluation of Bids*

A. In evaluating Bids, Owner will consider whether the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data, as may be requested in the Bid Form or prior to the Notice of Award.

B. For the determination of the apparent low Bidder(s) when alternate(s) are submitted, Bids will be compared on the basis of the sum of the base bid and the alternate(s) selected by the Owner for award.

C. For determination of the apparent low Bidder(s) when sectional bids are submitted, Bids will be compared on the basis of the aggregate of the Bids for separate sections and the Bids for combined sections that result in the lowest total amount for all of the Work.

D. For the determination of the apparent low Bidder when unit price bids are submitted, Bids will be compared on the basis of the total of the products of the estimated quantity of each item and unit price Bid for that item, together with any lump sum items.

E. For the determination of the apparent low Bidder when cost-plus-fee bids are submitted, Bids will be compared on the basis of the Guaranteed Maximum Price set forth by Bidder on the Bid Form.

18.06 In evaluating whether a Bidder is responsible, Owner will consider the qualifications of the Bidder and may consider the qualifications and experience of Subcontractors and Suppliers proposed for those portions of the Work for which the identity of Subcontractors and Suppliers must be submitted as provided in the Bidding Documents.

18.07 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders and any proposed Subcontractors or Suppliers.

ARTICLE 19—BONDS AND INSURANCE

19.01 Article 6 of the General Conditions, as may be modified by the Supplementary Conditions, sets forth Owner's requirements as to performance and payment bonds, other required bonds (if any), and insurance. When the Successful Bidder delivers the executed Agreement to Owner, it must be accompanied by required bonds and insurance documentation.

19.02 Article 8, Bid Security, of these Instructions, addresses any requirements for providing bid bonds as part of the bidding process.

ARTICLE 20—SIGNING OF AGREEMENT

20.01 When Owner issues a Notice of Award to the Successful Bidder, it will be accompanied by the unexecuted counterparts of the Agreement along with the other Contract Documents as identified in the Agreement.

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Within 15 days thereafter, Successful Bidder must execute and deliver the required number of counterparts of the Agreement and any bonds and insurance documentation required to be delivered by the Contract Documents to Owner. Within 10 days thereafter, Owner will deliver one fully executed counterpart of the Agreement to Successful Bidder, together with printed and electronic copies of the Contract Documents as stated in Paragraph 2.02 of the General Conditions.

ARTICLE 21—SALES AND USE TAXES

21.01 Sales tax is to be included in the Bid.

ARTICLE 22—CONTRACTS TO BE ASSIGNED

22.01 No Supplementary Conditions in this Article.

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Items to Be Submitted with the Bid

for

2026 Lead Service Line Replacement Project

City of Red Wing

Red Wing, MN

BID FORMS

2026 Lead Service Line Replacement Project
25X.138487

The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Conditions.

ARTICLE 1—OWNER AND BIDDER

1.01 This Bid is submitted to: City of Red Wing, 315 West 4th Street, Red Wing, MN 55066. Refer to the Advertisement for Bids for submittal location, format, and deadline for consideration.

1.02 This bid form is provided for Bidders reference. The Bid must be submitted to City of Red Wing electronically through QuestCDN.

1.03 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2—ATTACHMENTS TO THIS BID

2.01 The following documents are submitted with and made a condition of this Bid:

A. Required Bid security;

ARTICLE 3—BASIS OF BID

3.01 Unit Price Bids

A. Bidder will perform the Work listed in the Bid Schedule at the indicated unit prices.

B. Bidder acknowledges that:

1. Each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and

2. Estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Work will be based on actual quantities, determined as provided in the Contract Documents.

ARTICLE 4—TIME OF COMPLETION

4.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

ARTICLE 5—BIDDER'S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

5.01 Bid Acceptance Period

A. This Bid will remain subject to acceptance for 61 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

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5.02 Instructions to Bidders

A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

5.03 Receipt of Addenda

A. Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Addendum Date

ARTICLE 6—BIDDER'S REPRESENTATIONS AND CERTIFICATIONS

6.01 Bidder's Representations

A. In submitting this Bid, Bidder represents the following:

1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
6. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder's (Contractor's) safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies,

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or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.

8. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.

9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

6.02 Bidder's Certifications

A. The Bidder certifies the following:

1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.

2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.

3. Bidder has not solicited or induced any individual or entity to refrain from bidding.

4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 6.02.A:

a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.

b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.

c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.

d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

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BIDDER hereby submits this Bid as set forth above:

Bidder:

BCM Construction, Inc.
(typed or printed name of organization)

By: Dan Behrens
Digitally signed by Dan Behrens
DN: C=US, E=Dan@BCMGrading.com, CN=Dan Behrens
Date: 2026.06.01 08:43:36-05'00'
(individual's signature)

Name: Dan Behrens
(typed or printed)

Title: President
(typed or printed)

Date: 6/1/2026
(typed or printed)

If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.

Attest: Randy McDonough
Digitally signed by Randy McDonough
DN: C=US, E=Randy.McDonough@Met-Con.com, CN=Randy McDonough
Date: 2026.06.01 08:43:49-05'00'
(individual's signature)

Name: Randy McDonough
(typed or printed)

Title: Vice-President
(typed or printed)

Date: 6/1/2026
(typed or printed)

Address for giving notices:

15760 Acorn Trail, Faribault, MN 55021

Bidder's Contact:

Name: Zach Steeves
(typed or printed)

Title: Estimator
(typed or printed)

Phone: 507-330-1044

Email: Zach@BCMGrading.com

Address:

15760 Acorn Trail, Faribault, MN 55021

Bidder's Contractor License No.: (if applicable) _____

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BCM
GRADING – EXCAVATING

Authorization of Signature Document

(Corporate Resolution)

I, Troy Zabinski of BCM Construction, Inc a Corporation organized under the laws of the State of Minnesota, hereby certify that the following is a full and true copy of a resolution adopted at a meeting of the Board of Directors of BCM Construction, Inc, duly held on the 15th day of January 2021.

Resolve that Dan Behrens, President and Randy McDonough, Vice President of BCM Construction, Inc are hereby authorized to make, execute, and approve on behalf of BCM Construction, Inc any and all contracts and amendments and to execute and approve on behalf of this corporation other instruments a part of or incident to such contracts and amendments, effective until otherwise ordered by the Board of Directors.

Also, I do further hereby certify that the above resolution has not been in anyway altered, amended or repealed, and is now in full effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of BCM Construction, Inc this the 15th day of January, 2021.

Signature of CFO/Secretary

15760 Acorn Trail • P.O. Box 37 • Faribault, Minnesota 55021 • Phone: 507-333-1155 • Fax: 507-333-1170

Equal Opportunity Employer

BIDDING SCHEDULE

Lead Service Line Replacement
Red Wing, Minnesota
25X.138487000

ONLY ONE BIDDING SCHEDULE from each BIDDER shall be considered for the project. When more than one BIDDING SCHEDULE from an individual BIDDER is received only the last submittal meeting the bidding requirements shall be considered and all other copies shall be left unopened.

BIDDER agrees to perform all of the work described in the CONTRACT DOCUMENTS for the following unit prices:
NOTE: BIDS shall include sales tax and all applicable taxes and fees.
BIDDER must fill in unit prices in numerals, make extension for each item, and total.

CY (LV) = Cubic Yards, Loose Volume
CY (CV) = Cubic Yards, Compacted Volume (Measured in Place)
(P)=Planned Quantity Basis of Measurement

ITEM NO.	ITEM	APPROX. QUANT.	UNIT	UNIT PRICE	AMOUNT
BASE BID					
1	MOBILIZATION	1	LUMP SUM	$51,000.00	$51,000.00
2	TRAFFIC CONTROL	1	LUMP SUM	$15,000.00	$15,000.00
3	REMOVE & REPLACE CONCRETE SIDEWALK	6250	SF	$16.00	$100,000.00
4	REMOVE & REPLACE BITUMINOUS DRIVEWAY	1200	SF	$12.00	$14,400.00
5	REMOVE & REPLACE CONCRETE DRIVEWAY	2000	SF	$18.00	$36,000.00
6	REMOVE & REPLACE GRAVEL DRIVEWAY	1500	SF	$10.00	$15,000.00
7	REMOVE & REPLACE CONCRETE STEP	15	EACH	$600.00	$9,000.00
8	ROCK EXCAVATION	100	CY	$30.00	$3,000.00
9	SALVAGE AND REINSTALL FENCE	60	LIN FT	$90.00	$5,400.00
10	SALVAGE AND REINSTALL RETAINING WALL	400	SF	$66.00	$26,400.00
11	EXPLORATORY EXCAVATION	20	HR	$400.00	$8,000.00
12	TELEVISE SANITARY SERVICE	111	EACH	$772.00	$85,692.00
13	DRAIN TILE REPAIR	20	LIN FT	$71.00	$1,420.00
14	1" WATER SERVICE	5355	LIN FT	$54.00	$289,170.00
15	1" CURB STOP & BOX	5	EACH	$750.00	$3,750.00
16	2" POLYSTYRENE INSULATION	50	SY	$69.00	$3,450.00
17	CONNECT TO EXISTING CURB STOP BOX	111	EACH	$260.00	$28,860.00
18	CONNECT TO EXISTING WATER SERVICE - PRIVATE	111	EACH	$220.00	$24,420.00
19	PLUMBER	111	EACH	$270.00	$29,970.00
20	ELECTRICIAN	111	EACH	$460.00	$51,060.00
21	CASTING ASSEMBLY (CURB STOP & BOX)	10	EACH	$706.00	$7,060.00
22	WATER PITCHER AND FILTER	111	EACH	$85.00	$9,435.00
23	SITE RESTORATION	111	EACH	$400.00	$44,400.00
24	EROSION/SEDIMENT CONTROL	1	LUMP SUM	$7,000.00	$7,000.00
25	CONSTRUCTION ALLOWANCE	20000	UNIT	$1.00	$20,000.00
			TOTAL AMOUNT BID:		**$ $888,887.00**

Submitted Electronically

BID SECURITY FORM

Bidder Name: BCM Construction, Inc Address *(principal place of business)*: 15760 Acorn Trail Faribault, MN 55021	**Surety** Name: United Fire & Casualty Company Address *(principal place of business)*: 118 Second Ave SE Cedar Rapids, IA 52407
Owner Name: City of Red Wing Address *(principal place of business)*: 315 West 4th Street Red Wing, MN 55066	**Bid** Project *(name and location)*: 2026 Lead Service Line Replacement Project - Red Wing, MN Bid Due Date: June 1st, 2026
Bond Penal Sum: Five Percent (5%) of the Amount of the Bid Date of Bond: June 1st, 2026	
Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.	

Bidder	Surety
BCM Construction, Inc. *(Full formal name of Bidder)*	United Fire & Casualty Company *(Full formal name of Surety) (corporate seal)*
By: Randy McDonough *(Signature)*	By: *(Signature) (Attach Power of Attorney)*
Name: Randy McDonough *(Printed or typed)*	Name: Name Alemdar *(Printed or typed)*
Title: President	Title: Attorney-in-fact
Attest: *(Signature)*	Attest: *(Signature)*
Name: Troy Zabinski *(Printed or typed)*	Name: Eray Alemdar *(Printed or typed)*
Title: CFO	Title: n/a

Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.

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1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond will be Owner's sole and exclusive remedy upon default of Bidder.

2. Default of Bidder occurs upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.

3. This obligation will be null and void if:

   3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or

   3.2. All Bids are rejected by Owner, or

   3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).

4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions does not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.

6. No suit or action will be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety, and in no case later than one year after the Bid due date.

7. Any suit or action under this Bond will be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

8. Notices required hereunder must be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will be deemed to be effective upon receipt by the party concerned.

9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond will be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.

11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

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INDIVIDUAL OR PARTNERSHIP ACKNOWLEDGMENT

STATE OF _____

ss

COUNTY OF _____

On the _____ day of _____, _____, before me personally appeared

_____ to me known to be the person(s) described in and who executed the foregoing instrument, as Principal(s), and acknowledged to me that __he__ executed the same as his/her/their free act and deed.

_____

(Notary Seal)

CORPORATE ACKNOWLEDGMENT

STATE OF MN

ss

COUNTY OF Rice

On the 1 day of June, 2026 before me personally appeared Randy McDonough to me known, who being by me duly sworn, did say that he/she is the President of BCM Construction, Inc., the corporation described in and which executed the foregoing instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation; and that he/she signed his/her name thereto by like order.

_____

(Notary Seal)

LINDSEY A STEEVES
NOTARY PUBLIC
MINNESOTA
My Commission Expires Jan. 31, 2029

ACKNOWLEDGMENT OF CORPORATE SURETY

STATE OF MINNESOTA

ss

COUNTY OF Washington

On the 1 day of June, 2026, before me personally appeared Name Alemdar to me known, who being duly sworn, did say that he/she is the aforesaid officer or attorney-in-fact of the United Fire & Casualty Company, a corporation; that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by the aforesaid officer, by authority of its board of directors; and the aforesaid officer acknowledged said instrument to be the free act and deed of said corporation.

_____

(Notary Seal)

JEFFREY MITCHELL SETTEM
NOTARY PUBLIC
MINNESOTA
My Commission Expires January 31, 2028

UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA
UNITED FIRE & INDEMNITY COMPANY, WEBSTER, TX
FINANCIAL PACIFIC INSURANCE COMPANY, LOS ANGELES, CA
CERTIFIED COPY OF POWER OF ATTORNEY
(original on file at Home Office of Company – See Certification)

Inquiries: Surety Department
118 Second Ave SE
Cedar Rapids, IA 52401

KNOW ALL PERSONS BY THESE PRESENTS, That United Fire & Casualty Company, a corporation duly organized and existing under the laws of the State of Iowa; United Fire & Indemnity Company, a corporation duly organized and existing under the laws of the State of Texas; and Financial Pacific Insurance Company, a corporation duly organized and existing under the laws of the State of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of Iowa, does make, constitute and appoint

MARILYN HENTGES, KATIE RANDOLPH, KELLY PRESTON, JANE THOMPSON, BARB MICHAELS, LINDA JACKSON, ALAN STARKS, JEFFREY SETTEM, MELISSA M NORDIN, NAME ALEMDAR, TYLER GERADS, GAVIN KNOTT, EACH INDIVIDUALLY

their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed $100,000,000.00 and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed.

The Authority hereby granted shall expire the 22nd day of January, 2028 unless sooner revoked by United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

This Power of Attorney is made and executed pursuant to and by authority of the following bylaw duly adopted by the Boards of Directors of United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

"Article VI – Surety Bonds and Undertakings"

Section 2, Appointment of Attorney-in-Fact. "The President or any Vice President, or any other officer of the Companies may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Companies in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Companies as the original signature of such officer and the original seal of the Companies, to be valid and binding upon the Companies with the same force and effect as though manually affixed. Such attorneys-in-fact, subject to the limitations set of forth in their respective certificates of authority shall have full power to bind the Companies by their signature and execution of any such instruments and to attach the seal the Companies thereto. The President or any Vice President, the Board of Directors or any other officer of the Companies may at any time revoke all power and authority previously given to any attorney-in-fact.

IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 22nd day of January, 2026

UNITED FIRE & CASUALTY COMPANY
UNITED FIRE & INDEMNITY COMPANY
FINANCIAL PACIFIC INSURANCE COMPANY

By: Kyanna M Saylor
Vice President

State of Iowa, County of Linn, ss:

On 22nd day of January, 2026, before me personally came Kyanna M. Saylor to me known, who being by me duly sworn, did depose and say; that she resides in Cedar Rapids, State of Iowa; that she is a Vice President of United Fire & Casualty Company, a Vice President of United Fire & Indemnity Company, and a Vice President of Financial Pacific Insurance Company the corporations described in and which executed the above instrument; that she knows the seal of said corporations; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporations and that she signed her name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.

Judith A. Jones
Iowa Notarial Seal
Commission number 173041
My Commission Expires 04/23/2027

Judith A Jones
Notary Public
My commission expires: 04/23/2027

I, Mary A. Bertsch, Assistant Secretary of United Fire & Casualty Company and Assistant Secretary of United Fire & Indemnity Company, and Assistant Secretary of Financial Pacific Insurance Company, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporations as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATIONS, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Corporations this 1st day of June, 2026.

By: Mary A Bertsch
Assistant Secretary,
UF&C & UF&I & FPIC

BP●A0045 122017

NON-COLLUSION AFFIDAVIT

The following Non-Collusion Affidavit shall be executed by the bidder:

State Project No. _____

Federal Project No. _____

State of Minnesota ____MN____)

) ss

County of _____Rice_____)

I, _____Dan Behrens_____, do state under penalty of
(name of person signing this affidavit)

perjury under 28 U.S.C. 1746 of the laws of the United States:

(1) that I am the authorized representative of BCM Construcion, Inc.

_____
(name of person, partnership or corporation submitting this proposal)

and that I have the authority to make this affidavit for and on behalf of said bidder;

(2) that, in connection with this proposal, the said bidder has not either directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding;

(3) that, to the best of my knowledge and belief, the contents of this proposal have not been communicated by the bidder or by any of his/her employees or agents to any person who is not an employee or agent of the bidder or of the surety on any bond furnished with the proposal and will not be communicated to any person who is not an employee or agent of the bidder or of said surety prior to the official opening of the proposal, and

(4) that I have fully informed myself regarding the accuracy of the statements made in this affidavit.

Signed: Dan Behrens Digitally signed by Dan Behrens DN: C=US, E=Dan@BCMGrading.com, CN=Dan Behrens Date: 2026.06.01 08:49:58-05'00'
(bidder or his authorized representative)

Items to Be Executed After Bid Opening

for

2026 Lead Service Line Replacement Project

City of Red Wing

Red Wing, MN

NOTICE OF AWARD

Date of Issuance:	June 8, 2026		
Owner:	City of Red Wing	Owner's Project No.:	
Engineer:	Bolton & Menk, Inc.	Engineer's Project No.:	25X.138487
Project:	2026 Lead Service Line Replacement Project		
Contract Name:	2026 Lead Service Line Replacement		
Bidder:	BCM Construction, Inc.		
Bidder's Address:	15760 Acorn Trail, Faribault, MN 55021		

You are notified that Owner has accepted your Bid dated June 1, 2026, for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

- This project includes replacement of known lead and galvanized water services.

The Contract Price of the awarded Contract is $888,887.00. Contract Price is subject to adjustment based on the provisions of the Contract, including but not limited to those governing changes, Unit Price Work, and Work performed on a cost-plus-fee basis, as applicable.

Four (4) unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award or has been transmitted or made available to Bidder electronically.

☒ Drawings will be delivered separately from the other Contract Documents.

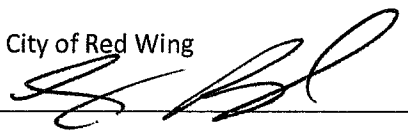
You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

1. Deliver to Owner four (4) counterparts of the Agreement, signed by Bidder (as Contractor).
2. Deliver with the signed Agreement(s) the Contract security (such as required performance and payment bonds) and insurance documentation, as specified in the Instructions to Bidders and in the General Conditions, Articles 2 and 6.
3. Deliver to Owner executed Section 00 51 11 "RESPONSIBLE CONTRACTOR SUBCONTRACTORS LIST" in accordance with Minn. Stat. 16C.285 subd.3 Subclauses (1) to (7). Delivery is a condition precedent to execution of this contract and failure to submit this form shall be cause for the Owner to cancel Award of Contract and declare your Bid security forfeited.
4. Other conditions precedent (if any):

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within 10 days after you comply with the above conditions, Owner will return to you one fully signed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner: City of Red Wing

By *(signature)*: 

Name *(printed)*: Shawn Blaney

Title: Public Works Director

Copy: Engineer

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RESPONSIBLE CONTRACTOR SUBCONTRACTORS LIST
FIRST-TIER SUBCONTRACTORS LIST

PROJECT NUMBER: 25X.138487

The Contractor must submit a signed copy of this form prior to contract execution.

If subcontractors are added to the project after contract execution, Contractor shall submit an updated signed certification before any work is done by that subcontractor.

FIRST TIER SUBCONTRACTOR NAMES* **(Legal name of company as registered with the Secretary of State)**	**Name of city where company home office is located**

*Attach additional sheets as needed for submission of all first-tier subcontractors.

SUPPLEMENTAL CERTIFICATION FOR ATTACHMENT A-1	
By signing this document, I certify that I am an owner or officer of the company, and I certify under oath that: All first-tier subcontractors listed on this form have verified through a signed statement under oath by an owner or officer that they meet the minimum criteria to be a responsible contractor as defined in Minn. Stat. § 16C.285 Subdivision 3.	
Authorized Signature of Owner or Officer:	**Printed Name:**
Title:	**Date:**
Company Name: BCM Construction, Inc.	

AGREEMENT FORMS

This Agreement is by and between City of Red Wing ("Owner") and BCM Construction, Inc. ("Contractor").

Terms used in this Agreement have the meanings stated in the General Conditions and the Supplementary Conditions.

Owner and Contractor hereby agree as follows:

ARTICLE 1—WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

- Project 25X.138487 - 2026 Lead Service Line Replacement Project

ARTICLE 2—THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows:

ARTICLE 3—ENGINEER

3.01 The Owner has retained Bolton & Menk, Inc. ("Engineer") to act as Owner's representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.

3.02 The part of the Project that pertains to the Work has been designed by Bolton & Menk, Inc.

ARTICLE 4—CONTRACT TIMES

4.01 Time Is of The Essence

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 Substantial Completion

A. Substantial completion shall be defined as:

1. The date when construction is sufficiently completed so that the owner can occupy or use the improvement for the intended purpose.

2. For streets, highways, and bridges, the date when construction-related traffic devices and ongoing inspections are no longer required.

3. The Contractor acknowledges that ongoing inspections are required until the conditions of all construction permits for this project are met and specifically during the following work activities: excavation, backfilling, underground utilities including water, sanitary, and storm sewer, compaction, aggregate base, paving, and removal of all traffic control signage and erosion control temporary best management practices.

4.03 Contract Times: Dates

A. The work will be substantially completed on or before May 15, 2027, and completed and ready for final payment in accordance with Paragraph 15.06 of Section 00 72 00 "General Conditions" of this Project Manual on or before May 29, 2027.

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4.04 Liquidated Damages

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. Substantial Completion: Contractor shall pay Owner $1,440.00 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.

2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner $144.00 for each day that expires after such time until the Work is completed and ready for final payment.

3. Liquidated damages for failing to timely attain completion are not additive and will not be imposed concurrently.

B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

ARTICLE 5—CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:

A. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item).

B. The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.

C. For all awarded Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

D. The Work awarded shall include:

1. Base Bid

ARTICLE 6—PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

A. Applications for Payment shall be submitted and processed in accordance with Article 15 of the General Conditions or as modified by the Supplemental Conditions.

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6.02 Progress Payments; Retainage

A. Owner shall make progress payments during performance of the work on the basis of Contractor's Applications for Payment dated on or about the 25th day of each month of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.

a. 95% percent of the value of the Work completed (with the balance being retainage).

b. 95% percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

B. Within 60 days of the date of Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 99 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 250 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment and all final paperwork is completed. Final paperwork is defined as documents required by the contract which may include but are not limited to:

1. Operations Manuals, record documents, and submittals required by the contract documents, and

2. Payroll documents for projects with prevailing wage requirements, and

3. IC 134, and

4. Lien Releases, if required.

a. Mn Department of Commerce Form 40.5.1.

b. http://www.commerce.state.mn.us/UCB/40.5.1.pdf or equal.

6.03 Progress Payment to Subcontractors

A. For contracts within the State of Minnesota, MN Statute 471.425 Subd. 4a. shall apply. MN Statute 471.425 Subd. 4a. requires:

1. The prime contractor shall pay any subcontractor within ten days of the prime contractor's receipt of payment for undisputed services provided by the subcontractor.

2. The prime contractor shall pay interest of 1-1/2 percent per month or any part of a month to the subcontractor on any undisputed amount not paid on time to the subcontractor.

3. The minimum monthly interest penalty payment for an unpaid balance of $100 or more is $10. For an unpaid balance of less than $100, the prime contractor shall pay the actual penalty due to the subcontractor.

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4. A subcontractor who prevails in a civil action to collect interest penalties from a prime contractor must be awarded its costs and disbursements, including attorney's fees, incurred in bringing the action."

6.04 Final Payment

A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions.

6.05 Consent of Surety

A. Owner will not make final payment or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.

6.06 Interest

A. All amounts not paid when due will bear interest at the rate of 1.5 percent per month.

ARTICLE 7—CONTRACT DOCUMENTS

7.01 Contents

A. The Contract Documents consist of all the following:

1. This Agreement.
2. Bonds:
    a. Performance bond (together with power of attorney).
    b. Payment bond (together with power of attorney).
3. General Conditions.
4. Supplementary Conditions.
5. Specifications as listed in the table of contents of the project manual (copy of list attached).
6. Drawings as listed in the table of contents of the project manual (copy of list attached.)
7. MN Public Facilities Authority Contract Packet.
8. Exhibits to this Agreement (enumerated as follows):
    a. Contractor's Bid, inclusive.
9. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
    a. Notice to Proceed.
    b. Work Change Directives.
    c. Change Orders.
    d. Field Orders.
    e. Warranty Bond, if any.

B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).

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C. There are no Contract Documents other than those listed above in this Article 7.

D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 Contractor's Representations

A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:

1. Contractor has examined and carefully studied the Contract Documents, including Addenda.

2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.

4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.

5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.

6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.

7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.

8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

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8.02 Contractor's Certifications

A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:

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 bidding process or in the Contract execution;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

8.03 Standard General Conditions

A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C 700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

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SCHEDULE OF UNIT PRICES

Lead Service Line Replacement
Red Wing, Minnesota
25X.138487000

CONTRACTOR agrees to perform all of the work described in the CONTRACT DOCUMENTS for the following unit prices:
NOTE: PRICES include sales tax and all applicable taxes and fees.

CY (LV) = Cubic Yards, Loose Volume
CY (CV) = Cubic Yards, Compacted Volume (Measured in Place)
(P)=Planned Quantity Basis of Measurement

ITEM NO.	ITEM	APPROX. QUANT.	UNIT	UNIT PRICE	AMOUNT
BASE BID					
1	MOBILIZATION	1	LUMP SUM	$51,000.00	$51,000.00
2	TRAFFIC CONTROL	1	LUMP SUM	$15,000.00	$15,000.00
3	REMOVE & REPLACE CONCRETE SIDEWALK	6250	SF	$16.00	$100,000.00
4	REMOVE & REPLACE BITUMINOUS DRIVEWAY	1200	SF	$12.00	$14,400.00
5	REMOVE & REPLACE CONCRETE DRIVEWAY	2000	SF	$18.00	$36,000.00
6	REMOVE & REPLACE GRAVEL DRIVEWAY	1500	SF	$10.00	$15,000.00
7	REMOVE & REPLACE CONCRETE STEP	15	EACH	$600.00	$9,000.00
8	ROCK EXCAVATION	100	CY	$30.00	$3,000.00
9	SALVAGE AND REINSTALL FENCE	60	LIN FT	$90.00	$5,400.00
10	SALVAGE AND REINSTALL RETAINING WALL	400	SF	$66.00	$26,400.00
11	EXPLORATORY EXCAVATION	20	HR	$400.00	$8,000.00
12	TELEVISE SANITARY SERVICE	111	EACH	$772.00	$85,692.00
13	DRAIN TILE REPAIR	20	LIN FT	$71.00	$1,420.00
14	1" WATER SERVICE	5355	LIN FT	$54.00	$289,170.00
15	1" CURB STOP & BOX	5	EACH	$750.00	$3,750.00
16	2" POLYSTYRENE INSULATION	50	SY	$69.00	$3,450.00
17	CONNECT TO EXISTING CURB STOP BOX	111	EACH	$260.00	$28,860.00
18	CONNECT TO EXISTING WATER SERVICE - PRIVATE	111	EACH	$220.00	$24,420.00
19	PLUMBER	111	EACH	$270.00	$29,970.00
20	ELECTRICIAN	111	EACH	$460.00	$51,060.00
21	CASTING ASSEMBLY (CURB STOP & BOX)	10	EACH	$706.00	$7,060.00
22	WATER PITCHER AND FILTER	111	EACH	$85.00	$9,435.00
23	SITE RESTORATION	111	EACH	$400.00	$44,400.00
24	EROSION/SEDIMENT CONTROL	1	LUMP SUM	$7,000.00	$7,000.00
25	CONSTRUCTION ALLOWANCE	20000	UNIT	$1.00	$20,000.00
		TOTAL AMOUNT AWARDED:			**$ $888,887.00**

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on June 8, 2026, (which is the Effective Date of the Contract).

OWNER:	CONTRACTOR:
City of Red Wing *(typed ar printed nome of organization)*	BCM Construction, Inc. *(typed ar printed name af arganizatian)*
By: _____ *(individual's signature)*	By: *(individual's signature)*
Date: _____ *(dote signed)*	Date: 06/29/2026 *(date signed)*
Name: Chris Heineman *(typed ar printed)*	Name: Randy McDonough *(typed or printed)*
Title: City Administrator *(typed or printed)*	Title: President *(typed ar printed)*
	(If Cantractor is a carparation, a partnership, ar a jaint venture, attach evidence af authority ta sign.)
Attest: _____ *(individual's signature)*	Attest: *(individual's signature)*
Title: _____ *(typed ar printed)*	Title: Controller *(typed or printed)*
Address for giving notices: 315 West 4th Street Red Wing, MN 55066	Address for giving notices: 15760 Acorn Trail Faribault, MN 55021
Designated Representative: Name: _____ *(typed or printed)* Title: _____ *(typed or printed)* Address:	Designated Representative Name: Zach Steeves *(typed ar printed)* Title: Project Manager *(typed or printed)* Address: 15760 Acorn Trail Faribault, MN 55021

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NOTICE TO PROCEED

Owner:	City of Red Wing	Owner's Project No.:	
Engineer:	Bolton & Menk, Inc.	Engineer's Project No.:	25X.138487
Contractor:	BCM Construction, Inc.	Contractor's Project No.:	
Project:	2026 Lead Service Line Replacement Project		
Contract Name:	2026 Lead Service Line Replacement		
Effective Date of Contract:	June 8, 2026		

Owner hereby notifies Contractor that the Contract Times under the above Contract will commence to run on _____ pursuant to SC-4.01 of the Supplementary 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.

The Substantial Completion and Final Completion must be achieved in accordance with the requirements of the Agreement.

Before starting any Work at the Site, Contractor must comply with the following:

- Provide notification to notice to Owner/Engineer as stated within the project specifications;
- Obtain submittal reviews prescribed by the Engineer; and
- Secure required permits as stated within the project specifications.

Owner: City of Red Wing

By *(signature)*: _____

Name *(printed)*: Chris Heineman

Title: City Administrator

Date Issued: _____

Copy: Engineer

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PERFORMANCE BOND FORM

Contractor	**Surety**
Name: BCM Construction, Inc. Address *(principal place of business)*: 15760 Acorn Trail Faribault, MN 55021	Name: United Fire & Casualty Company Address *(principal place of business)*: 118 Second Ave SE Cedar Rapids, IA 52407
Owner	**Contract**
Name: City of Red Wing Mailing address *(principal place of business)*: 315 West 4th Street Red Wing, MN 55066	Description *(name and location)*: 2026 Lead Service Line Replacement Project - Red Wing, MN Contract Price: $888,887.00 Effective Date of Contract: June 8, 2026

Bond

Bond Amount: $888,887.00

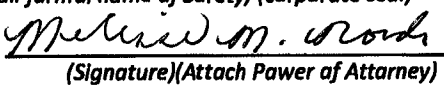
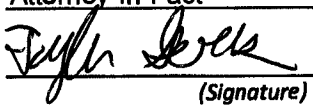
Date of Bond: June 23rd, 2026

(Date of Bond cannot be earlier than Effective Date of Contract)

Modifications to this Bond form:

☒ None ☐ See Paragraph 16

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Performance Bond, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

Contractor as Principal	Surety
BCM Construction, Inc. *(Full formal name of Contractor)*	United Fire & Casualty Company *(Full formal name of Surety) (corporate seal)*
By: *(Signature)*	By:  *(Signature)(Attach Power of Attorney)*
Name: Randy McDonough *(Printed or typed)*	Name: Melissa M. Nordin *(Printed or typed)*
Title: President	Title: Attorney-In-Fact
Attest: *(Signature)*	Attest:  *(Signature)*
Name: Mike Donkers *(Printed or typed)*	Name: Tyler Gerads *(Printed or typed)*
Title: Controller	Title: N/A

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.

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1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.

3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond will arise after:

   3.1. The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice may indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 will be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement does not waive the Owner's right, if any, subsequently to declare a Contractor Default;

   3.2. The Owner declares a Contractor Default, terminates the Construction Contract, and notifies the Surety; and

   3.3. The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 does not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

   5.1. Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

   5.2. Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

   5.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

   5.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

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5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment, or the Surety has denied liability, in whole or in part, without further notice, the Owner shall be entitled to enforce any remedy available to the Owner.

7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner will not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety will not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:

   7.1. the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

   7.2. additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and

   7.3. liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.

9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price will not be reduced or set off on account of any such unrelated obligations. No right of action will accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.

10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

11. Any proceeding, legal or equitable, under this Bond must be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and must be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit will be applicable.

12. Notice to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted therefrom and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.

14. Definitions

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14.1. Balance of the Contract Price—The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

14.2. Construction Contract—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

14.3. Contractor Default—Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

14.4. Owner Default—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

14.5. Contract Documents—All the documents that comprise the agreement between the Owner and Contractor.

15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.

16. Modifications to this Bond are as follows: None

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INDIVIDUAL OR PARTNERSHIP ACKNOWLEDGMENT

STATE OF _____

ss

COUNTY OF _____

On the _____ day of _____, _____, before me personally appeared

_____ to me known to be the person(s) described in and who executed the foregoing instrument, as Principal(s), and acknowledged to me that __he__ executed the same as his/her/their free act and deed.

_____

(Notary Seal)

CORPORATE ACKNOWLEDGMENT

STATE OF MN

ss

COUNTY OF Rice

On the **23rd** day of **June, 2026** before me personally appeared Randy McDonough to me known, who being by me duly sworn, did say that he/she is the President of **BCM Construction, Inc.**, the corporation described in and which executed the foregoing instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation; and that he/she signed his/her name thereto by like order

_____

(Notary Seal)

LINDSEY A STEEVES
NOTARY PUBLIC
MINNESOTA
My Commission Expires Jan. 31, 2029

ACKNOWLEDGMENT OF CORPORATE SURETY

STATE OF MINNESOTA

ss

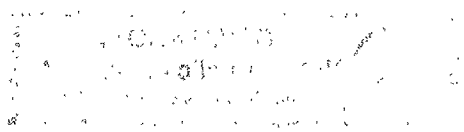
COUNTY OF **Ramsey**

On the **23rd** day of **June, 2026** before me personally appeared **Melissa M. Nordin** to me known, who being duly sworn, did say that he/she is the aforesaid officer or attorney-in-fact of the **United Fire & Casualty Company** a corporation; that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by the aforesaid officer, by authority of its board of directors; and the aforesaid officer acknowledged said instrument to be the free act and deed of said corporation.

_____

(Notary Seal)

GAVIN KNOTT
Notary Public - Minnesota
My Commission Expires Jan 31, 2030



UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA
UNITED FIRE & INDEMNITY COMPANY, WEBSTER, TX
FINANCIAL PACIFIC INSURANCE COMPANY, LOS ANGELES, CA
CERTIFIED COPY OF POWER OF ATTORNEY
(original on file at Home Office of Company – See Certification)

Inquiries: Surety Department
118 Second Ave SE
Cedar Rapids, IA 52401

KNOW ALL PERSONS BY THESE PRESENTS, That United Fire & Casualty Company, a corporation duly organized and existing under the laws of the State of Iowa; United Fire & Indemnity Company, a corporation duly organized and existing under the laws of the State of Texas; and Financial Pacific Insurance Company, a corporation duly organized and existing under the laws of the State of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of Iowa, does make, constitute and appoint

MARILYN HENTGES, KATIE RANDOLPH, KELLY PRESTON, JANE THOMPSON, BARB MICHAELS, LINDA JACKSON, ALAN STARKS, JEFFREY SETTEM, MELISSA M NORDIN, NAME ALEMDAR, TYLER GERADS, GAVIN KNOTT, EACH INDIVIDUALLY

their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed $100,000,000.00 and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed.

The Authority hereby granted shall expire the 22nd day of January, 2028 unless sooner revoked by United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

This Power of Attorney is made and executed pursuant to and by authority of the following bylaw duly adopted by the Boards of Directors of United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

"Article VI – Surety Bonds and Undertakings"

Section 2, Appointment of Attorney-in-Fact. "The President or any Vice President, or any other officer of the Companies may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Companies in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Companies as the original signature of such officer and the original seal of the Companies, to be valid and binding upon the Companies with the same force and effect as though manually affixed. Such attorneys-in-fact, subject to the limitations set of forth in their respective certificates of authority shall have full power to bind the Companies by their signature and execution of any such instruments and to attach the seal the Companies thereto. The President or any Vice President, the Board of Directors or any other officer of the Companies may at any time revoke all power and authority previously given to any attorney-in-fact.

IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 22nd day of January, 2026

UNITED FIRE & CASUALTY COMPANY
UNITED FIRE & INDEMNITY COMPANY
FINANCIAL PACIFIC INSURANCE COMPANY

By: Kyanna M Saylor
Vice President

State of Iowa, County of Linn, ss:

On 22nd day of January, 2026, before me personally came Kyanna M. Saylor to me known, who being by me duly sworn, did depose and say; that she resides in Cedar Rapids, State of Iowa; that she is a Vice President of United Fire & Casualty Company, a Vice President of United Fire & Indemnity Company, and a Vice President of Financial Pacific Insurance Company the corporations described in and which executed the above instrument; that she knows the seal of said corporations; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporations and that she signed her name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.

Judith A. Jones
Iowa Notarial Seal
Commission number 173041
My Commission Expires 04/23/2027

Judith A Jones
Notary Public
My commission expires: 04/23/2027

I, Mary A. Bertsch, Assistant Secretary of United Fire & Casualty Company and Assistant Secretary of United Fire & Indemnity Company, and Assistant Secretary of Financial Pacific Insurance Company, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporations as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATIONS, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Corporations this 23rd day of June, 20 26.

By: Mary A Bertsch
Assistant Secretary,
UF&C & UF&I & FPIC

BP●A0045 122017

PAYMENT BOND FORM

Contractor	**Surety**
Name: BCM Construction, Inc. Address *(principal place of business)*: 15760 Acorn Trail Faribault, MN 55021	Name: United Fire & Casualty Company Address *(principal place of business)*: 118 Second Ave SE Cedar Rapids, IA 52407
Owner	**Contract**
Name: City of Red Wing Mailing address *(principal place of business)*: 315 West 4th Street Red Wing, MN 55066	Description *(name and location)*: 2026 Lead Service Line Replacement Project - Red Wing, MN Contract Price: $888,887.00 Effective Date of Contract: June 8, 2026

Bond

Bond Amount: $888,887.00

Date of Bond: June 23rd, 2026

(Date of Bond cannot be earlier than Effective Date of Contract)

Modifications to this Bond form:

☒ None ☐ See Paragraph 18

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Payment Bond, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

Contractor as Principal	Surety
BCM Construction, Inc. *(Full formal name of Contractor)*	United Fire & Casualty Company *(Full formal name of Surety) (corporate seal)*
By: Randy McDonough *(Signature)*	By: Melissa M. Nordin *(Signature)(Attach Power of Attorney)*
Name: Randy McDonough (Printed or typed)	Name: Melissa M. Nordin *(Printed or typed)*
Title: President	Title: Attorney-In-Fact
Attest: Mike Donkers (Signature)	Attest: Tyler Gerads *(Signature)*
Name: Mike Donkers (Printed or typed)	Name: Tyler Gerads *(Printed or typed)*
Title: Controller	Title: N/A

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.

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1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond will arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.

4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.

5. The Surety's obligations to a Claimant under this Bond will arise after the following:

   5.1. Claimants who do not have a direct contract with the Contractor

      5.1.1. have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and

      5.1.2. have sent a Claim to the Surety (at the address described in Paragraph 13).

   5.2. Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).

6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.

7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

   7.1. Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

   7.2. Pay or arrange for payment of any undisputed amounts.

   7.3. The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 will not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

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8. The Surety's total obiigation will not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond wiil be credited for any payments made in good faith by the Surety.

9. Amounts owed by the Owner to the Contractor under the Construction Contract will be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfying obiigations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

10. The Surety shall not be iiable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.

11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

12. No suit or action will be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit will be applicable.

13. Notice and Claims to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, will be sufficient compliance as of the date received.

14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted here from and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.

15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

16. Definitions

    16.1. Claim—A written statement by the Claimant including at a minimum:

        16.1.1. The name of the Claimant;

        16.1.2. The name of the person for whom the iabor was done, or materials or equipment furnished;

        16.1.3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;

        16.1.4. A brief description of the labor, materials, or equipment furnished;

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16.1.5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;

16.1.6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;

16.1.7. The total amount of previous payments received by the Claimant; and

16.1.8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.

16.2. Claimant—An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond is to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

16.3. Construction Contract—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

16.4. Owner Default—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

16.5. Contract Documents—All the documents that comprise the agreement between the Owner and Contractor.

17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.

18. Modifications to this Bond are as follows: None

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INDIVIDUAL OR PARTNERSHIP ACKNOWLEDGMENT

STATE OF _____

ss

COUNTY OF _____

On the _____ day of _____, _____, before me personally appeared

_____ to me known to be the person(s) described in and who executed the foregoing instrument, as Principal(s), and acknowledged to me that __he__ executed the same as his/her/their free act and deed.

_____

(Notary Seal)

CORPORATE ACKNOWLEDGMENT

STATE OF MN

ss

COUNTY OF Rice

On the **23rd** day of **June, 2026** before me personally appeared Randy McDonough to me known, who being by me duly sworn, did say that he/she is the President of **BCM Construction, Inc.**, the corporation described in and which executed the foregoing instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation; and that he/she signed his/her name thereto by like order

_____

(Notary Seal)

LINDSEY A STEEVES
NOTARY PUBLIC
MINNESOTA
My Commission Expires Jan. 31, 2029

ACKNOWLEDGMENT OF CORPORATE SURETY

STATE OF MINNESOTA

ss

COUNTY OF **Ramsey**

On the **23rd** day of **June, 2026** before me personally appeared **Melissa M. Nordin** to me known, who being duly sworn, did say that he/she is the aforesaid officer or attorney-in-fact of the **United Fire & Casualty Company** a corporation; that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by the aforesaid officer, by authority of its board of directors; and the aforesaid officer acknowledged said instrument to be the free act and deed of said corporation.

_____

(Notary Seal)

GAVIN KNOTT
Notary Public - Minnesota
My Commission Expires Jan 31, 2030

UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA
UNITED FIRE & INDEMNITY COMPANY, WEBSTER, TX
FINANCIAL PACIFIC INSURANCE COMPANY, LOS ANGELES, CA
CERTIFIED COPY OF POWER OF ATTORNEY
(original on file at Home Office of Company – See Certification)

Inquiries: Surety Department
118 Second Ave SE
Cedar Rapids, IA 52401

KNOW ALL PERSONS BY THESE PRESENTS, That United Fire & Casualty Company, a corporation duly organized and existing under the laws of the State of Iowa; United Fire & Indemnity Company, a corporation duly organized and existing under the laws of the State of Texas; and Financial Pacific Insurance Company, a corporation duly organized and existing under the laws of the State of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of Iowa, does make, constitute and appoint

MARILYN HENTGES, KATIE RANDOLPH, KELLY PRESTON, JANE THOMPSON, BARB MICHAELS, LINDA JACKSON, ALAN STARKS, JEFFREY SETTEM, MELISSA M NORDIN, NAME ALEMDAR, TYLER GERADS, GAVIN KNOTT, EACH INDIVIDUALLY

their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed $100,000,000.00 and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed.

The Authority hereby granted shall expire the 22nd day of January, 2028 unless sooner revoked by United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

This Power of Attorney is made and executed pursuant to and by authority of the following bylaw duly adopted by the Boards of Directors of United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

"Article VI – Surety Bonds and Undertakings"

Section 2, Appointment of Attorney-in-Fact. "The President or any Vice President, or any other officer of the Companies may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Companies in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Companies as the original signature of such officer and the original seal of the Companies, to be valid and binding upon the Companies with the same force and effect as though manually affixed. Such attorneys-in-fact, subject to the limitations set of forth in their respective certificates of authority shall have full power to bind the Companies by their signature and execution of any such instruments and to attach the seal the Companies thereto. The President or any Vice President, the Board of Directors or any other officer of the Companies may at any time revoke all power and authority previously given to any attorney-in-fact.

IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 22nd day of January, 2026

UNITED FIRE & CASUALTY COMPANY
UNITED FIRE & INDEMNITY COMPANY
FINANCIAL PACIFIC INSURANCE COMPANY

By: Kyanna M Saylor
Vice President

State of Iowa, County of Linn, ss:

On 22nd day of January, 2026, before me personally came Kyanna M. Saylor to me known, who being by me duly sworn, did depose and say; that she resides in Cedar Rapids, State of Iowa; that she is a Vice President of United Fire & Casualty Company, a Vice President of United Fire & Indemnity Company, and a Vice President of Financial Pacific Insurance Company the corporations described in and which executed the above instrument; that she knows the seal of said corporations; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporations and that she signed her name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.

Judith A. Jones
Iowa Notarial Seal
Commission number 173041
My Commission Expires 04/23/2027

Judith A Jones
Notary Public
My commission expires: 04/23/2027

I, Mary A. Bertsch, Assistant Secretary of United Fire & Casualty Company and Assistant Secretary of United Fire & Indemnity Company, and Assistant Secretary of Financial Pacific Insurance Company, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporations as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATIONS, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Corporations this 23rd day of June, 20 26.

By: Mary A Bertsch
Assistant Secretary,
UF&C & UF&I & FPIC

BP●A0045 122017

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/24/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Kaci Olds
Holmes Murphy & Associates 2727 Grand Prairie Parkway Waukee IA 50263	PHONE (A/C, No, Ext): 612-322-6037 FAX (A/C, No): E-MAIL ADDRESS: kolds@holmesmurphy.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Admiral Insurance	24856
INSURER B : Phoenix Insurance Company	25623
INSURER C : Charter Oak Fire Insurance Company	25615
INSURER D : Travelers Property Casualty Co. America	25674
INSURER E : Travelers Indemnity Co of CT	25682
INSURER F :	

INSURED METCOMPC1
BCM Construction, Inc.
15760 Acorn Trail
Faribault, MN 55021

COVERAGES **CERTIFICATE NUMBER:** 1008336324 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	X COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR X Contr Liab Per X Policy Form/XCU GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:			DTCO8X699032	3/31/2026	3/31/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG [ ]	$ 1,000,000 $ 1,000,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
C	AUTOMOBILE LIABILITY X ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY X Comp: $1,000 X Coll: $1,000			8108X568622	3/31/2026	3/31/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Hired Car Phys Dmge:	$ 1,000,000 $ $ $ $ If Any
D	X UMBRELLA LIAB X OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED X RETENTION $ 10,000			CUP8X743545	3/31/2026	3/31/2027	EACH OCCURRENCE AGGREGATE [ ]	$ 10,000,000 $ 10,000,000 $
E	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [N] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		UB8X743477	3/31/2026	3/31/2027	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A D	Pollution Liability Blanket Owned Equipment-ACV Leased/Rented Equipment-ACV			FEIECC2603206 6308X660125	3/31/2026 3/31/2026	3/31/2027 3/31/2027	Ded: $10,000 Oed: $2,500 Oed: $2,500	$2M / $5M $10,471,938 $500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project 25X.138487 - 2026 Lead Service Line Replacement Project.

Additional Insured only if required by written contract with respect to General Liability, Automobile Liability and Umbrella/Excess Liability applies on a primary basis and the insurance of the additional insured shall be non-contributory: Certificate Holder, Project Owner and Others as required by written contract, per policy terms and conditions.

Waiver of Subrogation only if required by written contract with respect to General Liability, Automobile Liability, Workers Compensation and Umbrella/Excess Liability applies in favor of: Certificate Holder, Project Owner and Others as required by written contract, per policy terms and conditions.

CERTIFICATE HOLDER

City of Red Wing
315 West 4th Street
Red Wing MN 55066

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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WRITTEN ACTION IN LIEU OF MEETING
OF THE BOARD OF DIRECTORS
OF
BCM CONSTRUCTION, INC.

The undersigned, being all of the members of the Board of Directors (the "Board") of BCM Construction, Inc., a Minnesota corporation (the "Corporation"), acting pursuant to the provisions of the Minnesota Corporation Act (the "Act"), do hereby consent to the adoption of and do hereby adopt the following resolution, effective as of December 17, 2025:

Election of Officers

WHERAS, the following persons constitute the entire Board of the Corporation, to serve until the next election of the Board and until their successors are duly elected or until their earlier death, resignation or removal.

RESOLVED, that the following persons be and they hereby are elected to the offices set forth opposite their names, to serve until the next election of officers and until their successors are duly elected or until their earlier death, resignation or removal:

Randy McDonough – President
Darren Steeves – Vice President
Troy F. Zabinski – Chief Financial Officer
and Secretary

Ratification

RESOLVED, that all actions taken on behalf of or in the name of the Corporation by the officers or board of the Corporation, including the actions of all persons acting in such capacities, are hereby ratified and confirmed in all respects and adopted as the acts and deeds of the Corporation.

IN WITNESS WHEREOF, the undersigned have executed this Written Action as of the date first set forth.

BOARD:

Randy McDonough

Darren Steeves

Troy F. Zabinski

WARRANTY BOND FORM

Contractor	**Surety**
Name: BCM Construction, Inc. Address (principal place of business): 15760 Acorn Trail Faribault, MN 55021	Name: Address (principal place of business):
Owner	**Construction Contract**
Name: City of Red Wing Address *(principal place of business)*: 315 West 4th Street Red Wing, MN 55066	Description (name and location): 2026 Lead Service Line Replacement Project - Red Wing, MN Contract Price: $888,887.00 Effective Date of Contract: June 8, 2026 Contract's Date of Substantial Completion: November 1, 2026

Bond

Bond Amount: _____

Date of Bond: _____

Bond Period: Commencing 364 days after Substantial Completion of the Work under the Construction Contract, and continuing until 2 year(s) after such Substantial Completion.

Modifications to this Bond form:

☐ None ☐ See Paragraph 9

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth herein, do each cause this Warranty Bond to be duly executed by an authorized officer, agent, or representative.

Contractor as Principal	Surety
_____ *(Full formal name of Contractor)*	_____ *(Full formal name of Surety) (corporate seal)*
By: _____ *(Signature)*	By: _____ *(Signature) (Attach Power of Attorney)*
Name: _____ *(Printed or typed)*	Name: _____ *(Printed or typed)*
Title: _____	Title: _____
Attest: _____ *(Signature)*	Attest: _____ *(Signature)*
Name: _____ *(Printed or typed)*	Name: _____ *(Printed or typed)*
Title:	Title:

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.

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1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract's Correction Period Obligations. The Construction Contract is incorporated herein by reference.

2. If the Contractor performs the Correction Period Obligations, the Surety and the Contractor shall have no obligation under this Warranty Bond.

3. If Owner gives written notice to Contractor and Surety during the Bond Period of Contractor's obligation under the Correction Period Obligations, and Contractor does not fulfill such obligation, then Surety shall be responsible for fulfillment of such Correction Period Obligations. Surety shall either fulfill the Correction Period Obligations itself, through its agents or contractors, or, in the alternative, Surety may waive the right to fulfill the Correction Period Obligations itself and reimburse the Owner for all resulting costs incurred by Owner in performing Contractor's Correction Period Obligations, including but not limited to correction, removal, replacement, and repair costs.

4. The Surety's liability is limited to the amount of this Warranty Bond. Renewal or continuation of the Warranty Bond will not modify such amount unless expressly agreed to by Surety in writing.

5. The Surety shall have no liability under this Warranty Bond for obligations of the Contractor that are unrelated to the Construction Contract. No right of action will accrue on this Warranty Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.

6. Any proceeding, legal or equitable, under this Warranty Bond may be instituted in any court of competent jurisdiction in the location in which the Work or part of the Work is located and must be instituted within two years after the Surety refuses or fails to perform its obligations under this Warranty Bond.

7. Written notice to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown in this Warranty Bond.

8. Definitions

    8.1. Construction Contract—The agreement between the Owner and Contractor identified on the cover page of this Warranty Bond, including all Contract Documents and changes made to the agreement and the Contract Documents.

    8.2. Contract Documents—All the documents that comprise the agreement between the Owner and Contractor.

    8.3. Correction Period Obligations—The duties, responsibilities, commitments, and obligations of the Contractor with respect to correction or replacement of defective Work, as set forth in the Construction Contract's Correction Period clause, EJCDC® C 700, Standard General Conditions of the Construction Contract (2018), Paragraph 15.08, as duly modified.

    8.4. Substantial Completion—As defined in the Construction Contract.

    8.5. Work—As defined in the Construction Contract.

9. Modifications to this Bond are as follows: None

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C-700 2018
Standard General Conditions of the Construction Contract

2026 Lead Service Line Replacement Project

City of Red Wing

Red Wing, MN

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.

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared By

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STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

ARTICLE 1—DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

A. Wherever used in the Bidding Requirements or Contract Documents, a term printed with initial capital letters, including the term's singular and plural forms, will have the meaning indicated in the definitions below. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.

1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.

2. *Agreement*—The written instrument, executed by Owner and Contractor, that sets forth the Contract Price and Contract Times, identifies the parties and the Engineer, and designates the specific items that are Contract Documents.

3. *Application for Payment*—The document prepared by Contractor, in a form acceptable to Engineer, to request progress or final payments, and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

4. *Bid*—The offer of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

5. *Bidder*—An individual or entity that submits a Bid to Owner.

6. *Bidding Documents*—The Bidding Requirements, the proposed Contract Documents, and all Addenda.

7. *Bidding Requirements*—The Advertisement or invitation to bid, Instructions to Bidders, Bid Bond or other Bid security, if any, the Bid Form, and the Bid with any attachments.

8. *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 Contract Price or the Contract Times, or other revision to the Contract, issued on or after the Effective Date of the Contract.

9. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment in Contract Price or Contract Times; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Contract.

10. *Claim*

a. A demand or assertion by Owner directly to Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment of Contract Price or Contract Times; contesting an initial decision by Engineer concerning the

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requirements of the Contract Documents or the acceptability of Work under the Contract Documents; contesting Engineer's decision regarding a Change Proposal; seeking resolution of a contractual issue that Engineer has declined to address; or seeking other relief with respect to the terms of the Contract.

b. A demand or assertion by Contractor directly to Owner, duly submitted in compliance with the procedural requirements set forth herein, contesting Engineer's decision regarding a Change Proposal, or seeking resolution of a contractual issue that Engineer has declined to address.

c. A demand or assertion by Owner or Contractor, duly submitted in compliance with the procedural requirements set forth herein, made pursuant to Paragraph 12.01.A.4, concerning disputes arising after Engineer has issued a recommendation of final payment.

d. A demand for money or services by a third party is not a Claim.

11. *Constituent 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.

12. *Contract*—The entire and integrated written contract between Owner and Contractor concerning the Work.

13. *Contract Documents*—Those items so designated in the Agreement, and which together comprise the Contract.

14. *Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Contract Documents.

15. *Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve Milestones, if any; (b) achieve Substantial Completion; and (c) complete the Work.

16. *Contractor*—The individual or entity with which Owner has contracted for performance of the Work.

17. *Cost of the Work*—See Paragraph 13.01 for definition.

18. *Drawings*—The part of the Contract that graphically shows the scope, extent, and character of the Work to be performed by Contractor.

19. *Effective Date of the Contract*—The date, indicated in the Agreement, on which the Contract becomes effective.

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 (email), 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

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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 Contract. 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 the Agreement.

23. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Contract Price or the Contract Times.

24. *Hazardous Environmental Condition*—The presence at the Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or property exposed thereto.

    a. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated into the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, is not a Hazardous Environmental Condition.

    b. The presence of Constituents of Concern that are to be removed or remediated as part of the Work is not a Hazardous Environmental Condition.

    c. The presence of Constituents of Concern as part of the routine, anticipated, and obvious working conditions at the Site, is not a Hazardous Environmental Condition.

25. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and binding decrees, resolutions, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

26. *Liens*—Charges, security interests, or encumbrances upon Contract-related funds, real property, or personal property.

27. *Milestone*—A principal event in the performance of the Work that the Contract requires Contractor to achieve by an intermediate completion date, or by a time prior to Substantial Completion of all the Work.

28. *Notice of Award*—The written notice by Owner to a Bidder of Owner's acceptance of the Bid.

29. *Notice to Proceed*—A written notice by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work.

30. *Owner*—The individual or entity with which Contractor has contracted regarding the Work, and which has agreed to pay Contractor for the performance of the Work, pursuant to the terms of the Contract.

31. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising Contractor's plan to accomplish the Work within the Contract Times.

32. *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 Work to be performed under the Contract Documents is a part.

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33. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site. As used herein, the term Resident Project Representative (RPR) includes any assistants or field staff of Resident Project Representative.

34. *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.

35. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements for Engineer's review of the submittals.

36. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

37. *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 Contract Documents.

38. *Site*—Lands or areas indicated in the 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 or areas furnished by Owner which are designated for the use of Contractor.

39. *Specifications*—The part of the Contract 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.

40. *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.

41. *Submittal*—A written or graphic document, prepared by or for Contractor, which the Contract Documents require Contractor to submit to Engineer, or that is indicated as a Submittal in the Schedule of Submittals accepted by Engineer. Submittals may include Shop Drawings and Samples; schedules; product data; Owner-delegated designs; sustainable design information; information on special procedures; testing plans; results of tests and evaluations, source quality-control testing and inspections, and field or Site quality-control testing and inspections; warranties and certifications; Suppliers' instructions and reports; records of delivery of spare parts and tools; operations and maintenance data; Project photographic documentation; record documents; and other such documents required by the Contract Documents. Submittals, whether or not approved or accepted by Engineer, are not Contract Documents. Change Proposals, Change Orders, Claims, notices, Applications for Payment, and requests for interpretation or clarification are not Submittals.

42. *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 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 of such Work.

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43. *Successful Bidder*—The Bidder to which the Owner makes an award of contract.

44. *Supplementary Conditions*—The part of the Contract that amends or supplements these General Conditions.

45. *Supplier*—A manufacturer, fabricator, supplier, distributor, 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.

46. *Technical Data*

    a. Those items expressly identified as Technical Data in the Supplementary Conditions, with respect to either (1) existing subsurface conditions at or adjacent to the Site, or existing physical conditions at or adjacent to the Site including existing surface or subsurface structures (except Underground Facilities) or (2) Hazardous Environmental Conditions at the Site.

    b. If no such express identifications of Technical Data have been made with respect to conditions at the Site, then Technical Data is defined, with respect to conditions at the Site under Paragraphs 5.03, 5.04, and 5.06, as the data contained in boring logs, recorded measurements of subsurface water levels, assessments of the condition of subsurface facilities, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical, environmental, or other Site or facilities conditions report prepared for the Project and made available to Contractor.

    c. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data, and instead Underground Facilities are shown or indicated on the Drawings.

47. *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.

48. *Unit Price Work*—Work to be paid for on the basis of unit prices.

49. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the 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 Contract Documents.

50. *Work Change Directive*—A written directive to Contractor issued on or after the Effective Date of the Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

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1.02 *Terminology*

A. The words and terms discussed in Paragraphs 1.02.B, C, D, and E are not defined terms that require initial capital letters, but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.

B. *Intent of Certain Terms or Adjectives*: The Contract Documents include the terms "as allowed," "as approved," "as ordered," "as directed" or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives "reasonable," "suitable," "acceptable," "proper," "satisfactory," or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Article 10 or any other provision of the Contract Documents.

C. *Day*: The word "day" means a calendar day of 24 hours measured from midnight to the next midnight.

D. *Defective*: The word "defective," when modifying the word "Work," refers to Work that is unsatisfactory, faulty, or deficient in that it:

1. does not conform to the Contract Documents;

2. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or

3. has been damaged prior to Engineer's recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 15.03 or Paragraph 15.04).

E. *Furnish, Install, Perform, Provide*

1. The word "furnish," when used in connection with services, materials, or equipment, means to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.

2. The word "install," when used in connection with services, materials, or equipment, means to put into use or place in final position said services, materials, or equipment complete and ready for intended use.

3. The words "perform" or "provide," when used in connection with services, materials, or equipment, means to furnish and install said services, materials, or equipment complete and ready for intended use.

4. If the Contract Documents establish an obligation of Contractor with respect to specific services, materials, or equipment, but do not expressly use any of the four words "furnish," "install," "perform," or "provide," then Contractor shall furnish and install said services, materials, or equipment complete and ready for intended use.

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F. *Contract Price or Contract Times*: References to a change in "Contract Price or Contract Times" or "Contract Times or Contract Price" or similar, indicate that such change applies to (1) Contract Price, (2) Contract Times, or (3) both Contract Price and Contract Times, as warranted, even if the term "or both" is not expressed.

G. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2—PRELIMINARY MATTERS

2.01 *Delivery of Performance and Payment Bonds; Evidence of Insurance*

A. *Performance and Payment Bonds*: When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner the performance bond and payment bond (if the Contract requires Contractor to furnish such bonds).

B. *Evidence of Contractor's Insurance*: When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner, with copies to each additional insured (as identified in the Contract), the certificates, endorsements, and other evidence of insurance required to be provided by Contractor in accordance with Article 6, except to the extent the Supplementary Conditions expressly establish other dates for delivery of specific insurance policies.

C. *Evidence of Owner's Insurance*: After receipt of the signed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor, with copies to each additional insured (as identified in the Contract), the certificates and other evidence of insurance required to be provided by Owner under Article 6.

2.02 *Copies of Documents*

A. Owner shall furnish to Contractor four printed copies of the Contract (including one fully signed counterpart of the Agreement), and one copy in electronic portable document format (PDF). Additional printed copies will be furnished upon request at the cost of reproduction.

B. Owner shall maintain and safeguard at least one original printed record version of the Contract, including Drawings and Specifications signed and sealed by Engineer and other design professionals. Owner shall make such original printed record version of the Contract available to Contractor for review. Owner may delegate the responsibilities under this provision to Engineer.

2.03 *Before Starting Construction*

A. *Preliminary Schedules*: Within 10 days after the Effective Date of the Contract (or as otherwise required by the Contract Documents), Contractor shall submit to Engineer for timely review:

1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract;

2. a preliminary Schedule of Submittals; and

3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work

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into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.04 *Preconstruction Conference; Designation of Authorized Representatives*

A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work, and to discuss the schedules referred to in Paragraph 2.03.A, procedures for handling Shop Drawings, Samples, and other Submittals, processing Applications for Payment, electronic or digital transmittals, and maintaining required records.

B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit and receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.05 *Acceptance of Schedules*

A. At least 10 days before submission of the first Application for Payment a conference, attended by Contractor, Engineer, and others as appropriate, will be held to review the schedules submitted in accordance with Paragraph 2.03.A. No progress payment will be made to Contractor until acceptable schedules are submitted to Engineer.

1. The Progress Schedule will be acceptable to Engineer 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 will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.

3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to the component parts of the Work.

4. If a schedule is not acceptable, Contractor will have an additional 10 days to revise and resubmit the schedule.

2.06 *Electronic Transmittals*

A. Except as otherwise stated elsewhere in the Contract, the Owner, Engineer, and Contractor may send, and shall accept, Electronic Documents transmitted by Electronic Means.

B. If the Contract does not establish protocols for Electronic Means, then Owner, Engineer, and Contractor shall jointly develop such protocols.

C. Subject to any governing protocols for Electronic Means, 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.

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ARTICLE 3—CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.01 *Intent*

A. The Contract Documents are complementary; what is required by one Contract Document is as binding as if required by all.

B. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents.

C. Unless otherwise stated in the Contract Documents, if there is a discrepancy between the electronic versions of the Contract Documents (including any printed copies derived from such electronic versions) and the printed record version, the printed record version will govern.

D. The Contract supersedes prior negotiations, representations, and agreements, whether written or oral.

E. Engineer will issue clarifications and interpretations of the Contract Documents as provided herein.

F. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Owner and Contractor, which agree that the Contract Documents will be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

G. Nothing in the Contract Documents creates:

1. any contractual relationship between Owner or Engineer and any Subcontractor, Supplier, or other individual or entity performing or furnishing any of the Work, for the benefit of such Subcontractor, Supplier, or other individual or entity; or

2. any obligation on the part of Owner or Engineer to pay or to see to the payment of any money due any such Subcontractor, Supplier, or other individual or entity, except as may otherwise be required by Laws and Regulations.

3.02 *Reference Standards*

A. *Standards Specifications, Codes, Laws and Regulations*

1. Reference in the Contract Documents to standard specifications, manuals, reference standards, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, means the standard specification, manual, reference standard, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Contract if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.

2. No provision of any such standard specification, manual, reference standard, or code, and no instruction of a Supplier, will be effective to change the duties or responsibilities of Owner, Contractor, or Engineer from those set forth in the part of the Contract Documents prepared by or for Engineer. No such provision or instruction shall be effective to assign to Owner or Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility

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inconsistent with the provisions of the part of the Contract Documents prepared by or for Engineer.

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies*

1. *Contractor's Verification of Figures and Field Measurements*: Before undertaking each part of the Work, Contractor shall carefully study the Contract Documents, and check and verify pertinent figures and dimensions therein, particularly with respect to applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy that Contractor discovers, or has actual knowledge of, and shall not proceed with any Work affected thereby until the conflict, error, ambiguity, or discrepancy is resolved by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract issued pursuant to Paragraph 11.01.

2. *Contractor's Review of Contract Documents*: If, before or during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) actual field conditions, (c) any standard specification, manual, reference standard, or code, or (d) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 7.15) until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract issued pursuant to Paragraph 11.01.

3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

B. *Resolving Discrepancies*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the part of the Contract Documents prepared by or for Engineer take precedence in resolving any conflict, error, ambiguity, or discrepancy between such provisions of the Contract Documents and:

a. the provisions of any standard specification, manual, reference standard, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference as a Contract Document); or

b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Requirements of the Contract Documents*

A. During the performance of the Work and until final payment, Contractor and Owner shall submit to the Engineer in writing all matters in question concerning the requirements of the Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Contract Documents, as soon as possible after such matters arise. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work.

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B. Engineer will, with reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Contract Documents. Engineer's written clarification, interpretation, or decision will be final and binding on Contractor, unless it appeals by submitting a Change Proposal, and on Owner, unless it appeals by filing a Claim.

C. If a submitted matter in question concerns terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work under the Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly notify Owner and Contractor in writing that Engineer is unable to provide a decision or interpretation. If Owner and Contractor are unable to agree on resolution of such a matter in question, either party may pursue resolution as provided in Article 12.

3.05 *Reuse of Documents*

A. Contractor and its Subcontractors and Suppliers shall not:

1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media versions, or reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer; or

2. have or acquire any title or ownership rights in any other Contract Documents, reuse any such Contract Documents for any purpose without Owner's express written consent, or violate any copyrights pertaining to such Contract Documents.

B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein precludes Contractor from retaining copies of the Contract Documents for record purposes.

ARTICLE 4—COMMENCEMENT AND PROGRESS OF THE WORK

4.01 *Commencement of Contract Times; Notice to Proceed*

A. The Contract Times will commence to run on the 30th day after the Effective Date of the Contract or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Contract. In no event will the Contract Times commence to run later than the 60th day after the day of Bid opening or the 30th day after the Effective Date of the Contract, whichever date is earlier.

4.02 *Starting the Work*

A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work may be done at the Site prior to such date.

4.03 *Reference Points*

A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the

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established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.04 *Progress Schedule*

A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.05 as it may be adjusted from time to time as provided below.

1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.05) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times.

2. Proposed adjustments in the Progress Schedule that will change the Contract Times must be submitted in accordance with the requirements of Article 11.

B. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work will be delayed or postponed pending resolution of any disputes or disagreements, or during any appeal process, except as permitted by Paragraph 16.04, or as Owner and Contractor may otherwise agree in writing.

4.05 *Delays in Contractor's Progress*

A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times.

B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor. Delay, disruption, and interference attributable to and within the control of a Subcontractor or Supplier shall be deemed to be within the control of Contractor.

C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times. Such an adjustment will be Contractor's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Times under this paragraph include but are not limited to the following:

1. Severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;

2. Abnormal weather conditions;

3. Acts or failures to act of third-party utility owners or other third-party entities (other than those third-party utility owners or other third-party entities performing other work at or adjacent to the Site as arranged by or under contract with Owner, as contemplated in Article 8); and

4. Acts of war or terrorism.

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D. Contractor's entitlement to an adjustment of Contract Times or Contract Price is limited as follows:

1. Contractor's entitlement to an adjustment of the Contract Times is conditioned on the delay, disruption, or interference adversely affecting an activity on the critical path to completion of the Work, as of the time of the delay, disruption, or interference.

2. Contractor shall not be entitled to an adjustment in Contract Price for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor. Such a concurrent delay by Contractor shall not preclude an adjustment of Contract Times to which Contractor is otherwise entitled.

3. Adjustments of Contract Times or Contract Price are subject to the provisions of Article 11.

E. Each Contractor request or Change Proposal seeking an increase in Contract Times or Contract Price must be supplemented by supporting data that sets forth in detail the following:

1. The circumstances that form the basis for the requested adjustment;

2. The date upon which each cause of delay, disruption, or interference began to affect the progress of the Work;

3. The date upon which each cause of delay, disruption, or interference ceased to affect the progress of the Work;

4. The number of days' increase in Contract Times claimed as a consequence of each such cause of delay, disruption, or interference; and

5. The impact on Contract Price, in accordance with the provisions of Paragraph 11.07.

Contractor shall also furnish such additional supporting documentation as Owner or Engineer may require including, where appropriate, a revised progress schedule indicating all the activities affected by the delay, disruption, or interference, and an explanation of the effect of the delay, disruption, or interference on the critical path to completion of the Work.

F. Delays, disruption, and interference to the performance or progress of the Work resulting from the existence of a differing subsurface or physical condition, an Underground Facility that was not shown or indicated by the Contract Documents, or not shown or indicated with reasonable accuracy, and those resulting from Hazardous Environmental Conditions, are governed by Article 5, together with the provisions of Paragraphs 4.05.D and 4.05.E.

G. Paragraph 8.03 addresses delays, disruption, and interference to the performance or progress of the Work resulting from the performance of certain other work at or adjacent to the Site.

ARTICLE 5—SITE; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

5.01 *Availability of Lands*

A. Owner shall furnish the Site. Owner shall notify Contractor in writing of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work.

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B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which permanent improvements are to be made and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.

C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

5.02 *Use of Site and Other Areas*

A. *Limitation on Use of Site and Other Areas*

1. Contractor shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and such other adjacent areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for (a) damage to the Site; (b) damage to any such other adjacent areas used for Contractor's operations; (c) damage to any other adjacent land or areas, or to improvements, structures, utilities, or similar facilities located at such adjacent lands or areas; and (d) for injuries and losses sustained by the owners or occupants of any such land or areas; provided that such damage or injuries result from the performance of the Work or from other actions or conduct of the Contractor or those for which Contractor is responsible.

2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible, Contractor shall (a) take immediate corrective or remedial action as required by Paragraph 7.13, or otherwise; (b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or in a court of competent jurisdiction; and (c) to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from and against any such claim, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused directly or indirectly, in whole or in part by, or based upon, Contractor's performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible.

B. *Removal of Debris During Performance of the Work*: During the progress of the Work the Contractor shall keep the Site and other adjacent areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris will conform to applicable Laws and Regulations.

C. *Cleaning*: Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site and adjacent areas all tools, appliances, construction equipment

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and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

D. *Loading of Structures*: Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent structures or land to stresses or pressures that will endanger them.

5.03 *Subsurface and Physical Conditions*

A. *Reports and Drawings*: The Supplementary Conditions identify:

1. Those reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data;

2. Those drawings of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data; and

3. Technical Data contained in such reports and drawings.

B. *Underground Facilities*: Underground Facilities are shown or indicated on the Drawings, pursuant to Paragraph 5.05, and not in the drawings referred to in Paragraph 5.03.A. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data.

C. *Reliance by Contractor on Technical Data*: Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely upon the accuracy of the Technical Data as defined in Paragraph 1.01.A.46.b.

D. *Limitations of Other Data and Documents*: Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto;

2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings;

3. the contents of other Site-related documents made available to Contractor, such as record drawings from other projects at or adjacent to the Site, or Owner's archival documents concerning the Site; or

4. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.

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5.04 *Differing Subsurface or Physical Conditions*

A. *Notice by Contractor*: If Contractor believes that any subsurface or physical condition that is uncovered or revealed at the Site:

1. is of such a nature as to establish that any Technical Data on which Contractor is entitled to rely as provided in Paragraph 5.03 is materially inaccurate;

2. is of such a nature as to require a change in the Drawings or Specifications;

3. differs materially from that shown or indicated in the Contract Documents; or

4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.

B. *Engineer's Review*: After receipt of written notice as required by the preceding paragraph, Engineer will promptly review the subsurface or physical condition in question; determine whether it is necessary for Owner to obtain additional exploration or tests with respect to the condition; conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph 5.04.A; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and advise Owner in writing of Engineer's findings, conclusions, and recommendations.

C. *Owner's Statement to Contractor Regarding Site Condition*: After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.

D. *Early Resumption of Work*: If at any time Engineer determines that Work in connection with the subsurface or physical condition in question may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the condition in question has been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.

E. *Possible Price and Times Adjustments*

1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or decrease in

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Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

a. Such condition must fall within any one or more of the categories described in Paragraph 5.04.A;

b. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03; and,

c. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E.

2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition if:

a. Contractor knew of the existence of such condition at the time Contractor made a commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract, or otherwise;

b. The existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas expressly required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such commitment; or

c. Contractor failed to give the written notice required by Paragraph 5.04.A.

3. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, then any such adjustment will be set forth in a Change Order.

4. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the subsurface or physical condition in question.

F. *Underground Facilities; Hazardous Environmental Conditions*: Paragraph 5.05 governs rights and responsibilities regarding the presence or location of Underground Facilities. Paragraph 5.06 governs rights and responsibilities regarding Hazardous Environmental Conditions. The provisions of Paragraphs 5.03 and 5.04 are not applicable to the presence or location of Underground Facilities, or to Hazardous Environmental Conditions.

5.05 *Underground Facilities*

A. *Contractor's Responsibilities*: Unless it is otherwise expressly provided in the Supplementary Conditions, the cost of all of the following are included in the Contract Price, and Contractor shall have full responsibility for:

1. reviewing and checking all information and data regarding existing Underground Facilities at the Site;

2. complying with applicable state and local utility damage prevention Laws and Regulations;

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3. verifying the actual location of those Underground Facilities shown or indicated in the Contract Documents as being within the area affected by the Work, by exposing such Underground Facilities during the course of construction;

4. coordination of the Work with the owners (including Owner) of such Underground Facilities, during construction; and

5. the safety and protection of all existing Underground Facilities at the Site, and repairing any damage thereto resulting from the Work.

B. *Notice by Contractor*: If Contractor believes that an Underground Facility that is uncovered or revealed at the Site was not shown or indicated on the Drawings, or was not shown or indicated on the Drawings with reasonable accuracy, then Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing regarding such Underground Facility.

C. *Engineer's Review*: Engineer will:

1. promptly review the Underground Facility and conclude whether such Underground Facility was not shown or indicated on the Drawings, or was not shown or indicated with reasonable accuracy;

2. identify and communicate with the owner of the Underground Facility; prepare recommendations to Owner (and if necessary issue any preliminary instructions to Contractor) regarding the Contractor's resumption of Work in connection with the Underground Facility in question;

3. obtain any pertinent cost or schedule information from Contractor; determine the extent, if any, to which a change is required in the Drawings or Specifications to reflect and document the consequences of the existence or location of the Underground Facility; and

4. advise Owner in writing of Engineer's findings, conclusions, and recommendations.

During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

D. *Owner's Statement to Contractor Regarding Underground Facility*: After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the Underground Facility in question addressing the resumption of Work in connection with such Underground Facility, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations in whole or in part.

E. *Early Resumption of Work*: If at any time Engineer determines that Work in connection with the Underground Facility may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the Underground Facility in question and conditions affected by its presence have been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.

F. *Possible Price and Times Adjustments*

1. Contractor shall be entitled to an equitable adjustment in the Contract Price or Contract Times, to the extent that any existing Underground Facility at the Site that was not shown

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or indicated on the Drawings, or was not shown or indicated with reasonable accuracy, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

a. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03;

b. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E; and

c. Contractor gave the notice required in Paragraph 5.05.B.

2. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, then any such adjustment will be set forth in a Change Order.

3. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the Underground Facility in question.

4. The information and data shown or indicated on the Drawings with respect to existing Underground Facilities at the Site is based on information and data (a) furnished by the owners of such Underground Facilities, or by others, (b) obtained from available records, or (c) gathered in an investigation conducted in accordance with the current edition of ASCE 38, Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data, by the American Society of Civil Engineers. If such information or data is incorrect or incomplete, Contractor's remedies are limited to those set forth in this Paragraph 5.05.F.

5.06 *Hazardous Environmental Conditions at Site*

A. *Reports and Drawings*: The Supplementary Conditions identify:

1. those reports known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site;

2. drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site; and

3. Technical Data contained in such reports and drawings.

B. *Reliance by Contractor on Technical Data Authorized*: Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely on the accuracy of the Technical Data as defined in Paragraph 1.01.A.46.b. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures

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of construction to be employed by Contractor, and safety precautions and programs incident thereto;

2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or

3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions or information.

C. Contractor shall not be responsible for removing or remediating any Hazardous Environmental Condition encountered, uncovered, or revealed at the Site unless such removal or remediation is expressly identified in the Contract Documents to be within the scope of the Work.

D. Contractor shall be responsible for controlling, containing, and duly removing all Constituents of Concern brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible, and for any associated costs; and for the costs of removing and remediating any Hazardous Environmental Condition created by the presence of any such Constituents of Concern.

E. If Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, then Contractor shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 7.15); and (3) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 5.06.F. If Contractor or anyone for whom Contractor is responsible created the Hazardous Environmental Condition in question, then Owner may remove and remediate the Hazardous Environmental Condition, and impose a set-off against payments to account for the associated costs.

F. Contractor shall not resume Work in connection with such Hazardous Environmental Condition or in any affected area until after Owner has obtained any required permits related thereto, and delivered written notice to Contractor either (1) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed safely.

G. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, as a result of such Work stoppage, such special conditions under which Work is agreed to be resumed by Contractor, or any costs or expenses incurred in response to the Hazardous Environmental Condition, then within 30 days of Owner's written notice regarding the resumption of Work, Contractor may submit a Change Proposal, or Owner may impose a set-off. Entitlement to any such adjustment is subject to the provisions of Paragraphs 4.05.D, 4.05.E, 11.07, and 11.08.

H. If, after receipt of such written notice, Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special

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conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work, following the contractual change procedures in Article 11. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 8.

I. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against 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 a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition (1) was not shown or indicated in the Drawings, Specifications, or other Contract Documents, identified as Technical Data entitled to limited reliance pursuant to Paragraph 5.06.B, or identified in the Contract Documents to be included within the scope of the Work, and (2) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.I obligates Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

J. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against 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 or arbitration or other dispute resolution costs) arising out of or relating to the failure to control, contain, or remove a Constituent of Concern brought to the Site by Contractor or by anyone for whom Contractor is responsible, or to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.J obligates Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

K. The provisions of Paragraphs 5.03, 5.04, and 5.05 do not apply to the presence of Constituents of Concern or to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 6—BONDS AND INSURANCE

6.01 *Performance, Payment, and Other Bonds*

A. Contractor shall furnish a performance bond and a payment bond, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of Contractor's obligations under the Contract. These bonds must remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 15.08, whichever is later, except as provided otherwise by Laws or Regulations, the terms of a prescribed bond form, the Supplementary Conditions, or other provisions of the Contract.

B. Contractor shall also furnish such other bonds (if any) as are required by the Supplementary Conditions or other provisions of the Contract.

C. All bonds must be in the form included in the Bidding Documents or otherwise specified by Owner prior to execution of the Contract, except as provided otherwise by Laws or

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Regulations, and must be issued and signed by a surety named in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Department Circular 570 (as amended and supplemented) by the Bureau of the Fiscal Service, U.S. Department of the Treasury. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority must show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.

D. Contractor shall obtain the required bonds from surety companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue bonds in the required amounts.

E. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or the surety ceases to meet the requirements above, then Contractor shall promptly notify Owner and Engineer in writing and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which must comply with the bond and surety requirements above.

F. If Contractor has failed to obtain a required bond, Owner may exclude the Contractor from the Site and exercise Owner's termination rights under Article 16.

G. Upon request to Owner from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Owner shall provide a copy of the payment bond to such person or entity.

H. Upon request to Contractor from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Contractor shall provide a copy of the payment bond to such person or entity.

6.02 *Insurance—General Provisions*

A. Owner and Contractor shall obtain and maintain insurance as required in this article and in the Supplementary Conditions.

B. All insurance required by the Contract to be purchased and maintained by Owner or Contractor shall be obtained from insurance companies that are duly licensed or authorized in the state or jurisdiction in which the Project is located to issue insurance policies for the required limits and coverages. Unless a different standard is indicated in the Supplementary Conditions, all companies that provide insurance policies required under this Contract shall have an A.M. Best rating of A-VII or better.

C. Alternative forms of insurance coverage, including but not limited to self-insurance and "Occupational Accident and Excess Employer's Indemnity Policies," are not sufficient to meet the insurance requirements of this Contract, unless expressly allowed in the Supplementary Conditions.

D. Contractor shall deliver to Owner, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Contractor has obtained and is maintaining the policies and coverages required by the Contract. Upon request by Owner or any other insured, Contractor shall also furnish other evidence of such required insurance, including but not limited to copies of policies, 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

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Subcontractors or Suppliers. In any documentation furnished under this provision, Contractor, Subcontractors, and Suppliers may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those applicable to this Contract.

E. Owner shall deliver to Contractor, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Owner has obtained and is maintaining the policies and coverages required of Owner by the Contract (if any). Upon request by Contractor or any other insured, Owner shall also provide other evidence of such required insurance (if any), including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, and full disclosure of all relevant exclusions. In any documentation furnished under this provision, Owner may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those relevant to this Contract.

F. Failure of Owner or Contractor to demand such certificates or other evidence of the other party's full compliance with these insurance requirements, or failure of Owner or Contractor to identify a deficiency in compliance from the evidence provided, will not be construed as a waiver of the other party's obligation to obtain and maintain such insurance.

G. In addition to the liability insurance required to be provided by Contractor, the Owner, at Owner's option, may purchase and maintain Owner's own liability insurance. Owner's liability policies, if any, operate separately and independently from policies required to be provided by Contractor, and Contractor cannot rely upon Owner's liability policies for any of Contractor's obligations to the Owner, Engineer, or third parties.

H. Contractor shall require:

1. Subcontractors to purchase and maintain worker's compensation, commercial general liability, and other insurance that is appropriate for their participation in the Project, and to name as additional insureds Owner and Engineer (and any other individuals or entities identified in the Supplementary Conditions as additional insureds on Contractor's liability policies) on each Subcontractor's commercial general liability insurance policy; and

2. Suppliers to purchase and maintain insurance that is appropriate for their participation in the Project.

I. If either party does not purchase or maintain the insurance required of such party by the Contract, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage.

J. If Contractor has failed to obtain and maintain required insurance, Contractor's entitlement to enter or remain at the Site will end immediately, and Owner may impose an appropriate set-off against payment for any associated costs (including but not limited to the cost of purchasing necessary insurance coverage), and exercise Owner's termination rights under Article 16.

K. Without prejudice to any other right or remedy, if a party has failed to obtain required insurance, the other party may elect (but is in no way obligated) to obtain equivalent insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and the Contract Price will be adjusted accordingly.

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L. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor's interests. Contractor is responsible for determining whether such coverage and limits are adequate to protect its interests, and for obtaining and maintaining any additional insurance that Contractor deems necessary.

M. The insurance and insurance limits required herein will not be deemed as a limitation on Contractor's liability, or that of its Subcontractors or Suppliers, under the indemnities granted to Owner and other individuals and entities in the Contract or otherwise.

N. All the policies of insurance required to be purchased and maintained under this Contract will contain a provision or endorsement that the coverage afforded will not be canceled, or renewal refused, until at least 10 days prior written notice has been given to the purchasing policyholder. Within three days of receipt of any such written notice, the purchasing policyholder shall provide a copy of the notice to each other insured and Engineer.

6.03 *Contractor's Insurance*

A. *Required Insurance*: Contractor shall purchase and maintain Worker's Compensation, Commercial General Liability, and other insurance pursuant to the specific requirements of the Supplementary Conditions.

B. *General Provisions*: The policies of insurance required by this Paragraph 6.03 as supplemented must:

1. include at least the specific coverages required;

2. be written for not less than the limits provided, or those required by Laws or Regulations, whichever is greater;

3. remain in effect at least until the Work is complete (as set forth in Paragraph 15.06.D), and longer if expressly required elsewhere in this Contract, and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work as a warranty or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract;

4. apply with respect to the performance of the Work, whether such performance is by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable; and

5. include all necessary endorsements to support the stated requirements.

C. *Additional Insureds*: The Contractor's commercial general liability, automobile liability, employer's liability, umbrella or excess, pollution liability, and unmanned aerial vehicle liability policies, if required by this Contract, must:

1. include and list as additional insureds Owner and Engineer, and any individuals or entities identified as additional insureds in the Supplementary Conditions;

2. include coverage for the respective officers, directors, members, partners, employees, and consultants 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);

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4. not seek contribution from insurance maintained by the additional insured; and

5. as to commercial general liability insurance, apply to additional insureds with respect to liability caused in whole or in part by Contractor's acts or omissions, or the acts and omissions of those working on Contractor's behalf, in the performance of Contractor's operations.

6.04 *Builder's Risk and Other Property Insurance*

A. *Builder's Risk*: Unless otherwise provided in the Supplementary Conditions, Contractor shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the Work's full insurable replacement cost (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). The specific requirements applicable to the builder's risk insurance are set forth in the Supplementary Conditions.

B. *Property Insurance for Facilities of Owner Where Work Will Occur*: Owner is responsible for obtaining and maintaining property insurance covering each existing structure, building, or facility in which any part of the Work will occur, or to which any part of the Work will attach or be adjoined. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, providing coverage consistent with that required for the builder's risk insurance, and will be maintained until the Work is complete, as set forth in Paragraph 15.06.D.

C. *Property Insurance for Substantially Complete Facilities*: Promptly after Substantial Completion, and before actual occupancy or use of the substantially completed Work, Owner will obtain property insurance for such substantially completed Work, and maintain such property insurance at least until the Work is complete, as set forth in Paragraph 15.06.D. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, and provide coverage consistent with that required for the builder's risk insurance. The builder's risk insurance may terminate upon written confirmation of Owner's procurement of such property insurance.

D. *Partial Occupancy or Use by Owner*: If Owner will occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work, as provided in Paragraph 15.04, then Owner (directly, if it is the purchaser of the builder's risk policy, or through Contractor) will provide advance notice of such occupancy or use to the builder's risk insurer, and obtain an endorsement consenting to the continuation of coverage prior to commencing such partial occupancy or use.

E. *Insurance of Other Property; Additional Insurance*: If the express insurance provisions of the Contract do not require or address the insurance of a property item or interest, then the entity or individual owning such property item will be responsible for insuring it. If Contractor elects to obtain other special insurance to be included in or supplement the builder's risk or property insurance policies provided under this Paragraph 6.04, it may do so at Contractor's expense.

6.05 *Property Losses; Subrogation*

A. The builder's risk insurance policy purchased and maintained in accordance with Paragraph 6.04 (or an installation floater policy if authorized by the Supplementary Conditions), will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against

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Engineer or its consultants, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors.

1. Owner and Contractor waive all rights against each other 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, risks, or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Engineer, its consultants, all individuals or entities identified in the Supplementary Conditions as builder's risk or installation floater insureds, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, under such policies for losses and damages so caused.
2. None of the above waivers extends to the rights that any party making such waiver may have to the proceeds of insurance held by Owner or Contractor as trustee or fiduciary, or otherwise payable under any policy so issued.

B. Any property insurance policy maintained by Owner covering any loss, damage, or consequential loss to Owner's existing structures, buildings, or facilities in which any part of the Work will occur, or to which any part of the Work will attach or adjoin; to adjacent structures, buildings, or facilities of Owner; or to part or all of the completed or substantially completed Work, during partial occupancy or use pursuant to Paragraph 15.04, after Substantial Completion pursuant to Paragraph 15.03, or after final payment pursuant to Paragraph 15.06, will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against Contractor, Subcontractors, or Engineer, or the officers, directors, members, partners, employees, agents, consultants, or subcontractors of each and any of them, and that the insured is allowed to waive the insurer's rights of subrogation in a written contract executed prior to the loss, damage, or consequential loss.

1. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the 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 fire or any of the perils, risks, or causes of loss covered by such policies.

C. The waivers in this Paragraph 6.05 include the waiver of rights due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other insured peril, risk, or cause of loss.

D. Contractor shall be responsible for assuring that each Subcontract contains provisions whereby the Subcontractor waives all rights against Owner, Contractor, all individuals or entities identified in the Supplementary Conditions as insureds, the Engineer and its consultants, and the 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, relating to, or resulting from fire or other peril, risk, or cause of loss covered by builder's risk insurance, installation floater, and any other property insurance applicable to the Work.

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6.06 *Receipt and Application of Property Insurance Proceeds*

A. Any insured loss under the builder's risk and other policies of property insurance required by Paragraph 6.04 will be adjusted and settled with the named insured that purchased the policy. Such named insured shall act as fiduciary for the other insureds, and give notice to such other insureds that adjustment and settlement of a claim is in progress. Any other insured may state its position regarding a claim for insured loss in writing within 15 days after notice of such claim.

B. Proceeds for such insured losses may be made payable by the insurer either jointly to multiple insureds, or to the named insured that purchased the policy in its own right and as fiduciary for other insureds, subject to the requirements of any applicable mortgage clause. A named insured receiving insurance proceeds under the builder's risk and other policies of insurance required by Paragraph 6.04 shall maintain such proceeds in a segregated account, and distribute such proceeds in accordance with such agreement as the parties in interest may reach, or as otherwise required under the dispute resolution provisions of this Contract or applicable Laws and Regulations.

C. If no other special agreement is reached, Contractor shall repair or replace the damaged Work, using allocated insurance proceeds.

ARTICLE 7—CONTRACTOR'S RESPONSIBILITIES

7.01 *Contractor's Means and Methods of Construction*

A. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.

B. If the Contract Documents note, or Contractor determines, that professional engineering or other design services are needed to carry out Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures, or for Site safety, then Contractor shall cause such services to be provided by a properly licensed design professional, at Contractor's expense. Such services are not Owner-delegated professional design services under this Contract, and neither Owner nor Engineer has any responsibility with respect to (1) Contractor's determination of the need for such services, (2) the qualifications or licensing of the design professionals retained or employed by Contractor, (3) the performance of such services, or (4) any errors, omissions, or defects in such services.

7.02 *Supervision and Superintendence*

A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents.

B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who will not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

7.03 *Labor; Working Hours*

A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall maintain good discipline and order at the Site.

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B. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of Contractor's employees; of Suppliers and Subcontractors, and their employees; and of any other individuals or entities performing or furnishing any of the Work, just as Contractor is responsible for Contractor's own acts and omissions.

C. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site will be performed during regular working hours, Monday through Friday. Contractor will not perform Work on a Saturday, Sunday, or any legal holiday. Contractor may perform Work outside regular working hours or on Saturdays, Sundays, or legal holidays only with Owner's written consent, which will not be unreasonably withheld.

7.04 *Services, Materials, and Equipment*

A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.

B. All materials and equipment incorporated into the Work must be new and of good quality, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications will expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.

C. All materials and equipment must be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

7.05 *"Or Equals"*

A. *Contractor's Request; Governing Criteria*: Whenever an item of equipment or material is specified or described in the Contract Documents by using the names of one or more proprietary items or specific Suppliers, the Contract Price has been based upon Contractor furnishing such item as specified. The specification or description of such an item is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or equal" item is permitted, Contractor may request that Engineer authorize the use of other items of equipment or material, or items from other proposed Suppliers, under the circumstances described below.

1. If Engineer in its sole discretion determines that an item of equipment or material proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, Engineer will deem it an "or equal" item. For the purposes of this paragraph, a proposed item of equipment or material will be considered functionally equal to an item so named if:

a. in the exercise of reasonable judgment Engineer determines that the proposed item:

1) is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;

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2) will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;

3) has a proven record of performance and availability of responsive service; and

4) is not objectionable to Owner.

b. Contractor certifies that, if the proposed item is approved and incorporated into the Work:

1) there will be no increase in cost to the Owner or increase in Contract Times; and

2) the item will conform substantially to the detailed requirements of the item named in the Contract Documents.

B. *Contractor's Expense*: Contractor shall provide all data in support of any proposed "or equal" item at Contractor's expense.

C. *Engineer's Evaluation and Determination*: Engineer will be allowed a reasonable time to evaluate each "or-equal" request. Engineer may require Contractor to furnish additional data about the proposed "or-equal" item. Engineer will be the sole judge of acceptability. No "or-equal" item will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an "or-equal," which will be evidenced by an approved Shop Drawing or other written communication. Engineer will advise Contractor in writing of any negative determination.

D. *Effect of Engineer's Determination*: Neither approval nor denial of an "or-equal" request will result in any change in Contract Price. The Engineer's denial of an "or-equal" request will be final and binding, and may not be reversed through an appeal under any provision of the Contract.

E. *Treatment as a Substitution Request*: If Engineer determines that an item of equipment or material proposed by Contractor does not qualify as an "or-equal" item, Contractor may request that Engineer consider the item a proposed substitute pursuant to Paragraph 7.06.

7.06 *Substitutes*

A. *Contractor's Request; Governing Criteria*: Unless the specification or description of an item of equipment or material required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, Contractor may request that Engineer authorize the use of other items of equipment or material under the circumstances described below. To the extent possible such requests must be made before commencement of related construction at the Site.

1. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is functionally equivalent to that named and an acceptable substitute therefor. Engineer will not accept requests for review of proposed substitute items of equipment or material from anyone other than Contractor.

2. The requirements for review by Engineer will be as set forth in Paragraph 7.06.B, as supplemented by the Specifications, and as Engineer may decide is appropriate under the circumstances.

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3. Contractor shall make written application to Engineer for review of a proposed substitute item of equipment or material that Contractor seeks to furnish or use. The application:

    a. will certify that the proposed substitute item will:

        1) perform adequately the functions and achieve the results called for by the general design;

        2) be similar in substance to the item specified; and

        3) be suited to the same use as the item specified.

    b. will state:

        1) the extent, if any, to which the use of the proposed substitute item will necessitate a change in Contract Times;

        2) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item; and

        3) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty.

    c. will identify:

        1) all variations of the proposed substitute item from the item specified; and

        2) available engineering, sales, maintenance, repair, and replacement services.

    d. will contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including but not limited to changes in Contract Price, shared savings, costs of redesign, and claims of other contractors affected by any resulting change.

B. *Engineer's Evaluation and Determination*: Engineer will be allowed a reasonable time to evaluate each substitute request, and to obtain comments and direction from Owner. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No substitute will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an acceptable substitute. Engineer's determination will be evidenced by a Field Order or a proposed Change Order accounting for the substitution itself and all related impacts, including changes in Contract Price or Contract Times. Engineer will advise Contractor in writing of any negative determination.

C. *Special Guarantee*: Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.

D. *Reimbursement of Engineer's Cost*: Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.

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E. *Contractor's Expense*: Contractor shall provide all data in support of any proposed substitute at Contractor's expense.

F. *Effect of Engineer's Determination*: If Engineer approves the substitution request, Contractor shall execute the proposed Change Order and proceed with the substitution. The Engineer's denial of a substitution request will be final and binding, and may not be reversed through an appeal under any provision of the Contract. Contractor may challenge the scope of reimbursement costs imposed under Paragraph 7.06.D, by timely submittal of a Change Proposal.

7.07 *Concerning Subcontractors and Suppliers*

A. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to Owner. The Contractor's retention of a Subcontractor or Supplier for the performance of parts of the Work will not relieve Contractor's obligation to Owner to perform and complete the Work in accordance with the Contract Documents.

B. Contractor shall retain specific Subcontractors and Suppliers for the performance of designated parts of the Work if required by the Contract to do so.

C. Subsequent to the submittal of Contractor's Bid or final negotiation of the terms of the Contract, Owner may not require Contractor to retain any Subcontractor or Supplier to furnish or perform any of the Work against which Contractor has reasonable objection.

D. Prior to entry into any binding subcontract or purchase order, Contractor shall submit to Owner the identity of the proposed Subcontractor or Supplier (unless Owner has already deemed such proposed Subcontractor or Supplier acceptable during the bidding process or otherwise). Such proposed Subcontractor or Supplier shall be deemed acceptable to Owner unless Owner raises a substantive, reasonable objection within 5 days.

E. Owner may require the replacement of any Subcontractor or Supplier. Owner also may require Contractor to retain specific replacements; provided, however, that Owner may not require a replacement to which Contractor has a reasonable objection. If Contractor has submitted the identity of certain Subcontractors or Suppliers for acceptance by Owner, and Owner has accepted it (either in writing or by failing to make written objection thereto), then Owner may subsequently revoke the acceptance of any such Subcontractor or Supplier so identified solely on the basis of substantive, reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor or Supplier.

F. If Owner requires the replacement of any Subcontractor or Supplier retained by Contractor to perform any part of the Work, then Contractor shall be entitled to an adjustment in Contract Price or Contract Times, with respect to the replacement; and Contractor shall initiate a Change Proposal for such adjustment within 30 days of Owner's requirement of replacement.

G. No acceptance by Owner of any such Subcontractor or Supplier, whether initially or as a replacement, will constitute a waiver of the right of Owner to the completion of the Work in accordance with the Contract Documents.

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H. On a monthly basis, Contractor shall submit to Engineer a complete list of all Subcontractors and Suppliers having a direct contract with Contractor, and of all other Subcontractors and Suppliers known to Contractor at the time of submittal.

I. Contractor shall be solely responsible for scheduling and coordinating the work of Subcontractors and Suppliers.

J. The divisions and sections of the Specifications and the identifications of any Drawings do not control Contractor in dividing the Work among Subcontractors or Suppliers, or in delineating the Work to be performed by any specific trade.

K. All Work performed for Contractor by a Subcontractor or Supplier must be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract for the benefit of Owner and Engineer.

L. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor for Work performed for Contractor by the Subcontractor or Supplier.

M. Contractor shall restrict all Subcontractors and Suppliers from communicating with Engineer or Owner, except through Contractor or in case of an emergency, or as otherwise expressly allowed in this Contract.

7.08 *Patent Fees and Royalties*

A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If an invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights will be disclosed in the Contract Documents.

B. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors, from and against 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 or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.

C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from and against 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 or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

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7.09 *Permits*

A. Unless otherwise provided in the Contract Documents, Contractor shall obtain and pay for all construction permits, licenses, and certificates of occupancy. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of the submission of Contractor's Bid (or when Contractor became bound under a negotiated contract). Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

7.10 *Taxes*

A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

7.11 *Laws and Regulations*

A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.

B. If Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against 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 or arbitration or other dispute resolution costs) arising out of or relating to such Work or other action. It is not Contractor's responsibility to make certain that the Work described in the Contract Documents is in accordance with Laws and Regulations, but this does not relieve Contractor of its obligations under Paragraph 3.03.

C. Owner or Contractor may give written notice to the other party of any changes after the submission of Contractor's Bid (or after the date when Contractor became bound under a negotiated contract) in Laws or Regulations having an effect on the cost or time of performance of the Work, including but not limited to changes in Laws or Regulations having an effect on procuring permits and on sales, use, value-added, consumption, and other similar taxes. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times resulting from such changes, then within 30 days of such written notice Contractor may submit a Change Proposal, or Owner may initiate a Claim.

7.12 *Record Documents*

A. Contractor shall maintain in a safe place at the Site one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved Shop Drawings. Contractor shall keep such record documents in good order and annotate them to show changes made during construction. These record documents, together with all approved Samples, will be available to Engineer for reference. Upon completion of the Work, Contractor shall deliver these record documents to Engineer.

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7.13 *Safety and Protection*

A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations.

B. Contractor shall designate a qualified and experienced safety representative whose duties and responsibilities are the prevention of Work-related accidents and the maintenance and supervision of safety precautions and programs.

C. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:

1. all persons on the Site or who may be affected by the Work;

2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and

3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.

D. All damage, injury, or loss to any property referred to in Paragraph 7.13.C.2 or 7.13.C.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).

E. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection.

F. Contractor shall notify Owner; the owners of adjacent property; the owners of Underground Facilities and other utilities (if the identity of such owners is known to Contractor); and other contractors and utility owners performing work at or adjacent to the Site, in writing, when Contractor knows that prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.

G. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. Any Owner's safety programs that are applicable to the Work are identified or included in the Supplementary Conditions or Specifications.

H. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.

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I. Contractor's duties and responsibilities for safety and protection will continue until all the Work is completed, Engineer has issued a written notice to Owner and Contractor in accordance with Paragraph 15.06.C that the Work is acceptable, and Contractor has left the Site (except as otherwise expressly provided in connection with Substantial Completion).

J. Contractor's duties and responsibilities for safety and protection will resume whenever Contractor or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

7.14 *Hazard Communication Programs*

A. Contractor shall be responsible for coordinating any exchange of safety data sheets (formerly known as material safety data sheets) or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

7.15 *Emergencies*

A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused by an emergency, or are required as a result of Contractor's response to an emergency. If Engineer determines that a change in the Contract Documents is required because of an emergency or Contractor's response, a Work Change Directive or Change Order will be issued.

7.16 *Submittals*

A. *Shop Drawing and Sample Requirements*

1. Before submitting a Shop Drawing or Sample, Contractor shall:

a. review and coordinate the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;

b. determine and verify:

1) all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect to the Submittal;

2) the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and

3) all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto;

c. confirm that the Submittal is complete with respect to all related data included in the Submittal.

2. Each Shop Drawing or Sample must bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that Submittal, and that Contractor approves the Submittal.

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3. With each Shop Drawing or Sample, Contractor shall give Engineer specific written notice of any variations that the Submittal may have from the requirements of the Contract Documents. This notice must be set forth in a written communication separate from the Submittal; and, in addition, in the case of a Shop Drawing by a specific notation made on the Shop Drawing itself.

B. *Submittal Procedures for Shop Drawings and Samples*: Contractor shall label and submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals.

1. *Shop Drawings*

a. Contractor shall submit the number of copies required in the Specifications.

b. Data shown on the Shop Drawings must be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide, and to enable Engineer to review the information for the limited purposes required by Paragraph 7.16.C.

2. *Samples*

a. Contractor shall submit the number of Samples required in the Specifications.

b. Contractor shall clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the Submittal for the limited purposes required by Paragraph 7.16.C.

3. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.

C. *Engineer's Review of Shop Drawings and Samples*

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the accepted Schedule of Submittals. Engineer's review and approval will be only to determine if the items covered by the Submittals will, after installation or incorporation in the Work, comply with the requirements of the Contract Documents, and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction, or to safety precautions or programs incident thereto.

3. Engineer's review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

4. Engineer's review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 7.16.A.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer will

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document any such approved variation from the requirements of the Contract Documents in a Field Order or other appropriate Contract modification.

5. Engineer's review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for complying with the requirements of Paragraphs 7.16.A and B.

6. Engineer's review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, will not, under any circumstances, change the Contract Times or Contract Price, unless such changes are included in a Change Order.

7. Neither Engineer's receipt, review, acceptance, or approval of a Shop Drawing or Sample will result in such item becoming a Contract Document.

8. Contractor shall perform the Work in compliance with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of Paragraph 7.16.C.4.

D. *Resubmittal Procedures for Shop Drawings and Samples*

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous Submittals.

2. Contractor shall furnish required Shop Drawing and Sample submittals with sufficient information and accuracy to obtain required approval of an item with no more than two resubmittals. Engineer will record Engineer's time for reviewing a third or subsequent resubmittal of a Shop Drawing or Sample, and Contractor shall be responsible for Engineer's charges to Owner for such time. Owner may impose a set-off against payments due Contractor to secure reimbursement for such charges.

3. If Contractor requests a change of a previously approved Shop Drawing or Sample, Contractor shall be responsible for Engineer's charges to Owner for its review time, and Owner may impose a set-off against payments due Contractor to secure reimbursement for such charges, unless the need for such change is beyond the control of Contractor.

E. *Submittals Other than Shop Drawings, Samples, and Owner-Delegated Designs*

1. The following provisions apply to all Submittals other than Shop Drawings, Samples, and Owner-delegated designs:

   a. Contractor shall submit all such Submittals to the Engineer in accordance with the Schedule of Submittals and pursuant to the applicable terms of the Contract Documents.

   b. Engineer will provide timely review of all such Submittals in accordance with the Schedule of Submittals and return such Submittals with a notation of either Accepted or Not Accepted. Any such Submittal that is not returned within the time established in the Schedule of Submittals will be deemed accepted.

   c. Engineer's review will be only to determine if the Submittal is acceptable under the requirements of the Contract Documents as to general form and content of the Submittal.

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d. If any such Submittal is not accepted, Contractor shall confer with Engineer regarding the reason for the non-acceptance, and resubmit an acceptable document.

2. Procedures for the submittal and acceptance of the Progress Schedule, the Schedule of Submittals, and the Schedule of Values are set forth in Paragraphs 2.03. 2.04, and 2.05.

F. Owner-delegated Designs: Submittals pursuant to Owner-delegated designs are governed by the provisions of Paragraph 7.19.

7.17 *Contractor's General Warranty and Guarantee*

A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer is entitled to rely on Contractor's warranty and guarantee.

B. Owner's rights under this warranty and guarantee are in addition to, and are not limited by, Owner's rights under the correction period provisions of Paragraph 15.08. The time in which Owner may enforce its warranty and guarantee rights under this Paragraph 7.17 is limited only by applicable Laws and Regulations restricting actions to enforce such rights; provided, however, that after the end of the correction period under Paragraph 15.08:

1. Owner shall give Contractor written notice of any defective Work within 60 days of the discovery that such Work is defective; and

2. Such notice will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the notice.

C. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:

1. abuse, or improper modification, maintenance, or operation, by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or

2. normal wear and tear under normal usage.

D. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents is absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents, a release of Contractor's obligation to perform the Work in accordance with the Contract Documents, or a release of Owner's warranty and guarantee rights under this Paragraph 7.17:

1. Observations by Engineer;

2. Recommendation by Engineer or payment by Owner of any progress or final payment;

3. The issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;

4. Use or occupancy of the Work or any part thereof by Owner;

5. Any review and approval of a Shop Drawing or Sample submittal;

6. The issuance of a notice of acceptability by Engineer;

7. The end of the correction period established in Paragraph 15.08;

8. Any inspection, test, or approval by others; or

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9. Any correction of defective Work by Owner.

E. If the Contract requires the Contractor to accept the assignment of a contract entered into by Owner, then the specific warranties, guarantees, and correction obligations contained in the assigned contract will govern with respect to Contractor's performance obligations to Owner for the Work described in the assigned contract.

7.18 *Indemnification*

A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from losses, damages, costs, and judgments (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising from third-party claims or actions relating to or resulting from the performance or furnishing of the Work, provided that any such claim, action, loss, cost, judgment or damage is attributable to bodily injury, sickness, disease, or death, or to damage 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 Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable.

B. In any and all claims against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 7.18.A will not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

7.19 *Delegation of Professional Design Services*

A. Owner may require Contractor to provide professional design services for a portion of the Work by express delegation in the Contract Documents. Such delegation will specify the performance and design criteria that such services must satisfy, and the Submittals that Contractor must furnish to Engineer with respect to the Owner-delegated design.

B. Contractor shall cause such Owner-delegated professional design services to be provided pursuant to the professional standard of care by a properly licensed design professional, whose signature and seal must appear on all drawings, calculations, specifications, certifications, and Submittals prepared by such design professional. Such design professional must issue all certifications of design required by Laws and Regulations.

C. If a Shop Drawing or other Submittal related to the Owner-delegated design is prepared by Contractor, a Subcontractor, or others for submittal to Engineer, then such Shop Drawing or other Submittal must bear the written approval of Contractor's design professional when submitted by Contractor to Engineer.

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D. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, and approvals performed or provided by the design professionals retained or employed by Contractor under an Owner-delegated design, subject to the professional standard of care and the performance and design criteria stated in the Contract Documents.

E. Pursuant to this Paragraph 7.19, Engineer's review, approval, and other determinations regarding design drawings, calculations, specifications, certifications, and other Submittals furnished by Contractor pursuant to an Owner-delegated design will be only for the following limited purposes:

1. Checking for conformance with the requirements of this Paragraph 7.19;

2. Confirming that Contractor (through its design professionals) has used the performance and design criteria specified in the Contract Documents; and

3. Establishing that the design furnished by Contractor is consistent with the design concept expressed in the Contract Documents.

F. Contractor shall not be responsible for the adequacy of performance or design criteria specified by Owner or Engineer.

G. Contractor is not required to provide professional services in violation of applicable Laws and Regulations.

ARTICLE 8—OTHER WORK AT THE SITE

8.01 *Other Work*

A. In addition to and apart from the Work under the Contract Documents, the Owner may perform other work at or adjacent to the Site. Such other work may be performed by Owner's employees, or through contracts between the Owner and third parties. Owner may also arrange to have third-party utility owners perform work on their utilities and facilities at or adjacent to the Site.

B. If Owner performs other work at or adjacent to the Site with Owner's employees, or through contracts for such other work, then Owner shall give Contractor written notice thereof prior to starting any such other work. If Owner has advance information regarding the start of any third-party utility work that Owner has arranged to take place at or adjacent to the Site, Owner shall provide such information to Contractor.

C. Contractor shall afford proper and safe access to the Site to each contractor that performs such other work, each utility owner performing other work, and Owner, if Owner is performing other work with Owner's employees, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work.

D. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected.

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E. If the proper execution or results of any part of Contractor's Work depends upon work performed by others, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

F. The provisions of this article are not applicable to work that is performed by third-party utilities or other third-party entities without a contract with Owner, or that is performed without having been arranged by Owner. If such work occurs, then any related delay, disruption, or interference incurred by Contractor is governed by the provisions of Paragraph 4.05.C.3.

8.02 *Coordination*

A. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, to perform other work at or adjacent to the Site with Owner's employees, or to arrange to have utility owners perform work at or adjacent to the Site, the following will be set forth in the Supplementary Conditions or provided to Contractor prior to the start of any such other work:

1. The identity of the individual or entity that will have authority and responsibility for coordination of the activities among the various contractors;

2. An itemization of the specific matters to be covered by such authority and responsibility; and

3. The extent of such authority and responsibilities.

B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

8.03 *Legal Relationships*

A. If, in the course of performing other work for Owner at or adjacent to the Site, the Owner's employees, any other contractor working for Owner, or any utility owner that Owner has arranged to perform work, causes damage to the Work or to the property of Contractor or its Subcontractors, or delays, disrupts, interferes with, or increases the scope or cost of the performance of the Work, through actions or inaction, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times. Contractor must submit any Change Proposal seeking an equitable adjustment in the Contract Price or the Contract Times under this paragraph within 30 days of the damaging, delaying, disrupting, or interfering event. The entitlement to, and extent of, any such equitable adjustment will take into account information (if any) regarding such other work that was provided to Contractor in the Contract Documents prior to the submittal of the Bid or the final negotiation of the terms of the Contract, and any remedies available to Contractor under Laws or Regulations concerning utility action or inaction. When applicable, any such equitable adjustment in Contract Price will be conditioned on Contractor assigning to Owner all Contractor's rights against such other contractor or utility owner with respect to the damage, delay, disruption, or interference that is the subject of the adjustment. Contractor's entitlement to an adjustment of the Contract Times or Contract Price is subject to the provisions of Paragraphs 4.05.D and 4.05.E.

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B. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site.

1. If Contractor fails to take such measures and as a result damages, delays, disrupts, or interferes with the work of any such other contractor or utility owner, then Owner may impose a set-off against payments due Contractor, and assign to such other contractor or utility owner the Owner's contractual rights against Contractor with respect to the breach of the obligations set forth in this Paragraph 8.03.B.

2. When Owner is performing other work at or adjacent to the Site with Owner's employees, Contractor shall be liable to Owner for damage to such other work, and for the reasonable direct delay, disruption, and interference costs incurred by Owner as a result of Contractor's failure to take reasonable and customary measures with respect to Owner's other work. In response to such damage, delay, disruption, or interference, Owner may impose a set-off against payments due Contractor.

C. If Contractor damages, delays, disrupts, or interferes with the work of any other contractor, or any utility owner performing other work at or adjacent to the Site, through Contractor's failure to take reasonable and customary measures to avoid such impacts, or if any claim arising out of Contractor's actions, inactions, or negligence in performance of the Work at or adjacent to the Site is made by any such other contractor or utility owner against Contractor, Owner, or Engineer, then Contractor shall (1) promptly attempt to settle the claim as to all parties through negotiations with such other contractor or utility owner, or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law, and (2) indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claims, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such damage, delay, disruption, or interference.

ARTICLE 9—OWNER'S RESPONSIBILITIES

9.01 *Communications to Contractor*

A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

9.02 *Replacement of Engineer*

A. Owner may at its discretion appoint an engineer to replace Engineer, provided Contractor makes no reasonable objection to the replacement engineer. The replacement engineer's status under the Contract Documents will be that of the former Engineer.

9.03 *Furnish Data*

A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

9.04 *Pay When Due*

A. Owner shall make payments to Contractor when they are due as provided in the Agreement.

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9.05 *Lands and Easements; Reports, Tests, and Drawings*

A. Owner's duties with respect to providing lands and easements are set forth in Paragraph 5.01.

B. Owner's duties with respect to providing engineering surveys to establish reference points are set forth in Paragraph 4.03.

C. Article 5 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of conditions at the Site, and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

9.06 *Insurance*

A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 6.

9.07 *Change Orders*

A. Owner's responsibilities with respect to Change Orders are set forth in Article 11.

9.08 *Inspections, Tests, and Approvals*

A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 14.02.B.

9.09 *Limitations on Owner's Responsibilities*

A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

9.10 *Undisclosed Hazardous Environmental Condition*

A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 5.06.

9.11 *Evidence of Financial Arrangements*

A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract (including obligations under proposed changes in the Work).

9.12 *Safety Programs*

A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.

B. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

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ARTICLE 10—ENGINEER'S STATUS DURING CONSTRUCTION

10.01 *Owner's Representative*

A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract.

10.02 *Visits to Site*

A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe, as an experienced and qualified design professional, the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.

B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 10.07. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

10.03 *Resident Project Representative*

A. If Owner and Engineer have agreed that Engineer will furnish a Resident Project Representative to represent Engineer at the Site and assist Engineer in observing the progress and quality of the Work, then the authority and responsibilities of any such Resident Project Representative will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in the Supplementary Conditions and in Paragraph 10.07.

B. If Owner designates an individual or entity who is not Engineer's consultant, agent, or employee to represent Owner at the Site, then the responsibilities and authority of such individual or entity will be as provided in the Supplementary Conditions.

10.04 *Engineer's Authority*

A. Engineer has the authority to reject Work in accordance with Article 14.

B. Engineer's authority as to Submittals is set forth in Paragraph 7.16.

C. Engineer's authority as to design drawings, calculations, specifications, certifications and other Submittals from Contractor in response to Owner's delegation (if any) to Contractor of professional design services, is set forth in Paragraph 7.19.

D. Engineer's authority as to changes in the Work is set forth in Article 11.

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E. Engineer's authority as to Applications for Payment is set forth in Article 15.

10.05 *Determinations for Unit Price Work*

A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor as set forth in Paragraph 13.03.

10.06 *Decisions on Requirements of Contract Documents and Acceptability of Work*

A. Engineer will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth herein 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.

10.07 *Limitations on Engineer's Authority and Responsibilities*

A. Neither Engineer's authority or responsibility under this Article 10 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, will create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

D. Engineer's review of the final Application for Payment and accompanying documentation, and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Contractor under Paragraph 15.06.A, will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals, that the results certified indicate compliance with the Contract Documents.

E. The limitations upon authority and responsibility set forth in this Paragraph 10.07 also apply to the Resident Project Representative, if any.

10.08 *Compliance with Safety Program*

A. While at the Site, Engineer's employees and representatives will comply with the specific applicable requirements of Owner's and Contractor's safety programs of which Engineer has been informed.

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ARTICLE 11—CHANGES TO THE CONTRACT

11.01 *Amending and Supplementing the Contract*

A. The Contract may be amended or supplemented by a Change Order, a Work Change Directive, or a Field Order.

B. If an amendment or supplement to the Contract includes a change in the Contract Price or the Contract Times, such amendment or supplement must be set forth in a Change Order.

C. All changes to the Contract that involve (1) the performance or acceptability of the Work, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, must be supported by Engineer's recommendation. Owner and Contractor may amend other terms and conditions of the Contract without the recommendation of the Engineer.

11.02 *Change Orders*

A. Owner and Contractor shall execute appropriate Change Orders covering:

1. Changes in Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;

2. Changes in Contract Price resulting from an Owner set-off, unless Contractor has duly contested such set-off;

3. Changes in the Work which are: (a) ordered by Owner pursuant to Paragraph 11.05, (b) required because of Owner's acceptance of defective Work under Paragraph 14.04 or Owner's correction of defective Work under Paragraph 14.07, or (c) agreed to by the parties, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters; and

4. Changes that embody the substance of any final and binding results under: Paragraph 11.03.B, resolving the impact of a Work Change Directive; Paragraph 11.09, concerning Change Proposals; Article 12, Claims; Paragraph 13.02.D, final adjustments resulting from allowances; Paragraph 13.03.D, final adjustments relating to determination of quantities for Unit Price Work; and similar provisions.

B. If Owner or Contractor refuses to execute a Change Order that is required to be executed under the terms of Paragraph 11.02.A, it will be deemed to be of full force and effect, as if fully executed.

11.03 *Work Change Directives*

A. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the modification ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on the Contract Price and Contract Times; or, if negotiations are unsuccessful, by a determination under the terms of the Contract Documents governing adjustments, expressly including Paragraph 11.07 regarding change of Contract Price.

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B. If Owner has issued a Work Change Directive and:

1. Contractor believes that an adjustment in Contract Times or Contract Price is necessary, then Contractor shall submit any Change Proposal seeking such an adjustment no later than 30 days after the completion of the Work set out in the Work Change Directive.

2. Owner believes that an adjustment in Contract Times or Contract Price is necessary, then Owner shall submit any Claim seeking such an adjustment no later than 60 days after issuance of the Work Change Directive.

11.04 *Field Orders*

A. Engineer may authorize minor changes in the Work if the changes do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such changes will be accomplished by a Field Order and will be binding on Owner and also on Contractor, which shall perform the Work involved promptly.

B. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, then before proceeding with the Work at issue, Contractor shall submit a Change Proposal as provided herein.

11.05 *Owner-Authorized Changes in the Work*

A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work. Changes involving the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters will be supported by Engineer's recommendation.

B. Such changes in the Work may be accomplished by a Change Order, if Owner and Contractor have agreed as to the effect, if any, of the changes on Contract Times or Contract Price; or by a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved; or, in the case of a deletion in the Work, promptly cease construction activities with respect to such deleted Work. Added or revised Work must be performed under the applicable conditions of the Contract Documents.

C. Nothing in this Paragraph 11.05 obligates Contractor to undertake work that Contractor reasonably concludes cannot be performed in a manner consistent with Contractor's safety obligations under the Contract Documents or Laws and Regulations.

11.06 *Unauthorized Changes in the Work*

A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents, as amended, modified, or supplemented, except in the case of an emergency as provided in Paragraph 7.15 or in the case of uncovering Work as provided in Paragraph 14.05.C.2.

11.07 *Change of Contract Price*

A. The Contract Price may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Price must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment of Contract Price must comply with the provisions of Article 12.

B. An adjustment in the Contract Price will be determined as follows:

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1. Where the Work involved is covered by unit prices contained in the Contract Documents, then by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 13.03);

2. Where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.07.C.2); or

3. Where the Work involved is not covered by unit prices contained in the Contract Documents and the parties do not reach mutual agreement to a lump sum, then on the basis of the Cost of the Work (determined as provided in Paragraph 13.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 11.07.C).

C. *Contractor's Fee*: When applicable, the Contractor's fee for overhead and profit will be determined as follows:

1. A mutually acceptable fixed fee; or

2. If a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:

a. For costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2, the Contractor's fee will be 15 percent;

b. For costs incurred under Paragraph 13.01.B.3, the Contractor's fee will be 5 percent;

c. Where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 11.07.C.2.a and 11.07.C.2.b is that the Contractor's fee will be based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2 by the Subcontractor that actually performs the Work, at whatever tier, and (2) with respect to Contractor itself and to any Subcontractors of a tier higher than that of the Subcontractor that actually performs the Work, a fee of 5 percent of the amount (fee plus underlying costs incurred) attributable to the next lower tier Subcontractor; provided, however, that for any such subcontracted Work the maximum total fee to be paid by Owner will be no greater than 27 percent of the costs incurred by the Subcontractor that actually performs the Work;

d. No fee will be payable on the basis of costs itemized under Paragraphs 13.01.B.4, 13.01.B.5, and 13.01.C;

e. The amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in Cost of the Work will be the amount of the actual net decrease in Cost of the Work and a deduction of an additional amount equal to 5 percent of such actual net decrease in Cost of the Work; and

f. When both additions and credits are involved in any one change or Change Proposal, the adjustment in Contractor's fee will be computed by determining the sum of the costs in each of the cost categories in Paragraph 13.01.B (specifically, payroll costs, Paragraph 13.01.B.1; incorporated materials and equipment costs, Paragraph 13.01.B.2; Subcontract costs, Paragraph 13.01.B.3; special consultants costs, Paragraph 13.01.B.4; and other costs, Paragraph 13.01.B.5) and applying to each such cost category sum the appropriate fee from Paragraphs 11.07.C.2.a through 11.07.C.2.e, inclusive.

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11.08 *Change of Contract Times*

A. The Contract Times may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Times must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment in the Contract Times must comply with the provisions of Article 12.

B. Delay, disruption, and interference in the Work, and any related changes in Contract Times, are addressed in and governed by Paragraph 4.05.

11.09 *Change Proposals*

A. *Purpose and Content*: Contractor shall submit a Change Proposal to Engineer to request an adjustment in the Contract Times or Contract Price; contest an initial decision by Engineer concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; challenge a set-off against payment due; or seek other relief under the Contract. The Change Proposal will specify any proposed change in Contract Times or Contract Price, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents. Each Change Proposal will address only one issue, or a set of closely related issues.

B. *Change Proposal Procedures*

1. *Submittal*: Contractor shall submit each Change Proposal to Engineer within 30 days after the start of the event giving rise thereto, or after such initial decision.

2. *Supporting Data*: The Contractor shall submit supporting data, including the proposed change in Contract Price or Contract Time (if any), to the Engineer and Owner within 15 days after the submittal of the Change Proposal.

    a. Change Proposals based on or related to delay, interruption, or interference must comply with the provisions of Paragraphs 4.05.D and 4.05.E.

    b. Change proposals related to a change of Contract Price must include full and detailed accounts of materials incorporated into the Work and labor and equipment used for the subject Work.

    The supporting data must be accompanied by a written statement that the supporting data are accurate and complete, and that any requested time or price adjustment is the entire adjustment to which Contractor believes it is entitled as a result of said event.

3. *Engineer's Initial Review*: Engineer will advise Owner regarding the Change Proposal, and consider any comments or response from Owner regarding the Change Proposal. If in its discretion Engineer concludes that additional supporting data is needed before conducting a full review and making a decision regarding the Change Proposal, then Engineer may request that Contractor submit such additional supporting data by a date specified by Engineer, prior to Engineer beginning its full review of the Change Proposal.

4. *Engineer's Full Review and Action on the Change Proposal*: Upon receipt of Contractor's supporting data (including any additional data requested by Engineer), Engineer will conduct a full review of each Change Proposal and, within 30 days after such receipt of the Contractor's supporting data, either approve the Change Proposal in whole, deny it in whole, or approve it in part and deny it in part. Such actions must be in writing, with a copy provided to Owner and Contractor. If Engineer does not take action on the Change

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Proposal within 30 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of Engineer's inaction the Change Proposal is deemed denied, thereby commencing the time for appeal of the denial under Article 12.

5. *Binding Decision*: Engineer's decision is final and binding upon Owner and Contractor, unless Owner or Contractor appeals the decision by filing a Claim under Article 12.

C. *Resolution of Certain Change Proposals*: 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 in writing that the Engineer is unable to resolve the Change Proposal. For purposes of further resolution of such a Change Proposal, such notice will be deemed a denial, and Contractor may choose to seek resolution under the terms of Article 12.

D. *Post-Completion*: Contractor shall not submit any Change Proposals after Engineer issues a written recommendation of final payment pursuant to Paragraph 15.06.B.

11.10 *Notification to Surety*

A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

ARTICLE 12—CLAIMS

12.01 *Claims*

A. *Claims Process*: The following disputes between Owner and Contractor are subject to the Claims process set forth in this article:

1. Appeals by Owner or Contractor of Engineer's decisions regarding Change Proposals;

2. Owner demands for adjustments in the Contract Price or Contract Times, or other relief under the Contract Documents;

3. Disputes that Engineer has been unable to address because they do not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters; and

4. Subject to the waiver provisions of Paragraph 15.07, any dispute arising after Engineer has issued a written recommendation of final payment pursuant to Paragraph 15.06.B.

B. *Submittal of Claim*: The party submitting a Claim shall deliver it directly to the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within 30 days of the decision under appeal. The party submitting the Claim shall also furnish a copy to the Engineer, for its information only. The responsibility to substantiate a Claim rests with the party making the Claim. In the case of a Claim by Contractor seeking an increase in the Contract Times or Contract Price, Contractor shall certify that the Claim is made in good faith, that the supporting data are accurate and complete, and that to the best of Contractor's knowledge

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and belief the amount of time or money requested accurately reflects the full amount to which Contractor is entitled.

C. *Review and Resolution*: The party receiving a Claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the Claim through the exchange of information and direct negotiations. The parties may extend the time for resolving the Claim by mutual agreement. All actions taken on a Claim will be stated in writing and submitted to the other party, with a copy to Engineer.

D. *Mediation*

1. At any time after initiation of a Claim, Owner and Contractor may mutually agree to mediation of the underlying dispute. The agreement to mediate will stay the Claim submittal and response process.

2. If Owner and Contractor agree to mediation, then after 60 days from such agreement, either Owner or Contractor may unilaterally terminate the mediation process, and the Claim submittal and decision process will resume as of the date of the termination. If the mediation proceeds but is unsuccessful in resolving the dispute, the Claim submittal and decision process will resume as of the date of the conclusion of the mediation, as determined by the mediator.

3. Owner and Contractor shall each pay one-half of the mediator's fees and costs.

E. *Partial Approval*: If the party receiving a Claim approves the Claim in part and denies it in part, such action will be final and binding unless within 30 days of such action the other party invokes the procedure set forth in Article 17 for final resolution of disputes.

F. *Denial of Claim*: If efforts to resolve a Claim are not successful, the party receiving the Claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the Claim within 90 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of the inaction, the Claim is deemed denied, thereby commencing the time for appeal of the denial. A denial of the Claim will be final and binding unless within 30 days of the denial the other party invokes the procedure set forth in Article 17 for the final resolution of disputes.

G. *Final and Binding Results*: If the parties reach a mutual agreement regarding a Claim, whether through approval of the Claim, direct negotiations, mediation, or otherwise; or if a Claim is approved in part and denied in part, or denied in full, and such actions become final and binding; then the results of the agreement or action on the Claim will be incorporated in a Change Order or other written document to the extent they affect the Contract, including the Work, the Contract Times, or the Contract Price.

ARTICLE 13—COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

13.01 *Cost of the Work*

A. *Purposes for Determination of Cost of the Work*: The term Cost of the Work means the sum of all costs necessary for the proper performance of the Work at issue, as further defined below. The provisions of this Paragraph 13.01 are used for two distinct purposes:

1. To determine Cost of the Work when Cost of the Work is a component of the Contract Price, under cost-plus-fee, time-and-materials, or other cost-based terms; or

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2. When needed to determine the value of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price. When the value of any such adjustment is determined on the basis of Cost of the Work, Contractor is entitled only to those additional or incremental costs required because of the change in the Work or because of the event giving rise to the adjustment.

B. *Costs Included*: Except as otherwise may be agreed to in writing by Owner, costs included in the Cost of the Work will be in amounts no higher than those commonly incurred in the locality of the Project, will not include any of the costs itemized in Paragraph 13.01.C, and will include only the following items:

1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor in advance of the subject Work. Such employees include, without limitation, superintendents, foremen, safety managers, safety representatives, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work will be apportioned on the basis of their time spent on the Work. Payroll costs include, but are not limited to, salaries and wages plus the cost of fringe benefits, which include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, sick leave, and vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, will be included in the above to the extent authorized by Owner.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts will accrue to Owner. All trade discounts, rebates, and refunds and returns from sale of surplus materials and equipment will accrue to Owner, and Contractor shall make provisions so that they may be obtained.

3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, which will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee will be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 13.01.

4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed or retained for services specifically related to the Work.

5. Other costs consisting of the following:

a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.

b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, which are

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consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.

1) In establishing included costs for materials such as scaffolding, plating, or sheeting, consideration will be given to the actual or the estimated life of the material for use on other projects; or rental rates may be established on the basis of purchase or salvage value of such items, whichever is less. Contractor will not be eligible for compensation for such items in an amount that exceeds the purchase cost of such item.

c. *Construction Equipment Rental*

1) Rentals of all construction equipment and machinery, and the parts thereof, in accordance with rental agreements approved by Owner as to price (including any surcharge or special rates applicable to overtime use of the construction equipment or machinery), and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs will be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts must cease when the use thereof is no longer necessary for the Work.

2) Costs for equipment and machinery owned by Contractor or a Contractor-related entity will be paid at a rate shown for such equipment in the equipment rental rate book specified in the Supplementary Conditions. An hourly rate will be computed by dividing the monthly rates by 176. These computed rates will include all operating costs.

3) With respect to Work that is the result of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price ("changed Work"), included costs will be based on the time the equipment or machinery is in use on the changed Work and the costs of transportation, loading, unloading, assembly, dismantling, and removal when directly attributable to the changed Work. The cost of any such equipment or machinery, or parts thereof, must cease to accrue when the use thereof is no longer necessary for the changed Work.

d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.

e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of builder's risk or other property insurance established in accordance with Paragraph 6.04), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses will be included in the Cost of the Work for the purpose of determining Contractor's fee.

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g. The cost of utilities, fuel, and sanitary facilities at the Site.

h. Minor expenses such as communication service at the Site, express and courier services, and similar petty cash items in connection with the Work.

i. The costs of premiums for all bonds and insurance that Contractor is required by the Contract Documents to purchase and maintain.

C. *Costs Excluded*: The term Cost of the Work does not include any of the following items:

1. Payroll costs and other compensation of Contractor's officers, executives, principals, general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expediters, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 13.01.B.1 or specifically covered by Paragraph 13.01.B.4. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor's fee.

2. The cost of purchasing, renting, or furnishing small tools and hand tools.

3. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.

4. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.

5. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.

6. Expenses incurred in preparing and advancing Claims.

7. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.01.B.

D. *Contractor's Fee*

1. When the Work as a whole is performed on the basis of cost-plus-a-fee, then:

a. Contractor's fee for the Work set forth in the Contract Documents as of the Effective Date of the Contract will be determined as set forth in the Agreement.

b. for any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work, Contractor's fee will be determined as follows:

1) When the fee for the Work as a whole is a percentage of the Cost of the Work, the fee will automatically adjust as the Cost of the Work changes.

2) When the fee for the Work as a whole is a fixed fee, the fee for any additions or deletions will be determined in accordance with Paragraph 11.07.C.2.

2. When the Work as a whole is performed on the basis of a stipulated sum, or any other basis other than cost-plus-a-fee, then Contractor's fee for any Work covered by a Change

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Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work will be determined in accordance with Paragraph 11.07.C.2.

E. *Documentation and Audit*: Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 13, Contractor and pertinent Subcontractors will establish and maintain records of the costs in accordance with generally accepted accounting practices. Subject to prior written notice, Owner will be afforded reasonable access, during normal business hours, to all Contractor's accounts, records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda, and similar data relating to the Cost of the Work and Contractor's fee. Contractor shall preserve all such documents for a period of three years after the final payment by Owner. Pertinent Subcontractors will afford such access to Owner, and preserve such documents, to the same extent required of Contractor.

13.02 *Allowances*

A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.

B. *Cash Allowances*: Contractor agrees that:

1. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and

2. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment for any of the foregoing will be valid.

C. *Owner's Contingency Allowance*: Contractor agrees that an Owner's contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.

D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor for Work covered by allowances, and the Contract Price will be correspondingly adjusted.

13.03 *Unit Price Work*

A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.

B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Payments to Contractor for Unit Price Work will be based on actual quantities.

C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.

D. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision

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thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, and the final adjustment of Contract Price will be set forth in a Change Order, subject to the provisions of the following paragraph.

E. *Adjustments in Unit Price*

1. Contractor or Owner shall be entitled to an adjustment in the unit price with respect to an item of Unit Price Work if:

a. the quantity of the item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and

b. Contractor's unit costs to perform the item of Unit Price Work have changed materially and significantly as a result of the quantity change.

2. The adjustment in unit price will account for and be coordinated with any related changes in quantities of other items of Work, and in Contractor's costs to perform such other Work, such that the resulting overall change in Contract Price is equitable to Owner and Contractor.

3. Adjusted unit prices will apply to all units of that item.

ARTICLE 14—TESTS AND INSPECTIONS; CORRECTION, REMOVAL, OR ACCEPTANCE OF DEFECTIVE WORK

14.01 *Access to Work*

A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and authorities having jurisdiction have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply with such procedures and programs as applicable.

14.02 *Tests, Inspections, and Approvals*

A. Contractor shall give Engineer timely notice of readiness of the Work (or specific parts thereof) for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.

B. Owner shall retain and pay for the services of an independent inspector, testing laboratory, or other qualified individual or entity to perform all inspections and tests expressly required by the Contract Documents to be furnished and paid for by Owner, except that costs incurred in connection with tests or inspections of covered Work will be governed by the provisions of Paragraph 14.05.

C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.

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D. Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required:

1. by the Contract Documents, unless the Contract Documents expressly allocate responsibility for a specific inspection or test to Owner;

2. to attain Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work;

3. by manufacturers of equipment furnished under the Contract Documents;

4. for testing, adjusting, and balancing of mechanical, electrical, and other equipment to be incorporated into the Work; and

5. for acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.

Such inspections and tests will be performed by independent inspectors, testing laboratories, or other qualified individuals or entities acceptable to Owner and Engineer.

E. If the Contract Documents require the Work (or part thereof) to be approved by Owner, Engineer, or another designated individual or entity, then Contractor shall assume full responsibility for arranging and obtaining such approvals.

F. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering will be at Contractor's expense unless Contractor had given Engineer timely notice of Contractor's intention to cover the same and Engineer had not acted with reasonable promptness in response to such notice.

14.03 *Defective Work*

A. *Contractor's Obligation*: It is Contractor's obligation to assure that the Work is not defective.

B. *Engineer's Authority*: Engineer has the authority to determine whether Work is defective, and to reject defective Work.

C. *Notice of Defects*: Prompt written notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.

D. *Correction, or Removal and Replacement*: Promptly after receipt of written notice of defective Work, Contractor shall correct all such defective Work, whether or not fabricated, installed, or completed, or, if Engineer has rejected the defective Work, remove it from the Project and replace it with Work that is not defective.

E. *Preservation of Warranties*: When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

F. *Costs and Damages*: In addition to its correction, removal, and replacement obligations with respect to defective Work, Contractor shall pay all claims, costs, losses, and damages arising out of or relating to defective Work, including but not limited to the cost of the inspection, testing, correction, removal, replacement, or reconstruction of such defective Work, fines levied against Owner by governmental authorities because the Work is defective, and the costs of repair or replacement of work of others resulting from defective Work. Prior to final payment, if Owner and Contractor are unable to agree as to the measure of such claims, costs,

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losses, and damages resulting from defective Work, then Owner may impose a reasonable set-off against payments due under Article 15.

14.04 *Acceptance of Defective Work*

A. If, instead of requiring correction or removal and replacement of defective Work, Owner prefers to accept it, Owner may do so (subject, if such acceptance occurs prior to final payment, to Engineer's confirmation that such acceptance is in general accord with the design intent and applicable engineering principles, and will not endanger public safety). Contractor shall pay all claims, costs, losses, and damages attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness), and for the diminished value of the Work to the extent not otherwise paid by Contractor. If any such acceptance occurs prior to final payment, the necessary revisions in the Contract Documents with respect to the Work will be incorporated in a Change Order. If the parties are unable to agree as to the decrease in the Contract Price, reflecting the diminished value of Work so accepted, then Owner may impose a reasonable set-off against payments due under Article 15. If the acceptance of defective Work occurs after final payment, Contractor shall pay an appropriate amount to Owner.

14.05 *Uncovering Work*

A. Engineer has the authority to require additional inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed.

B. If any Work is covered contrary to the written request of Engineer, then Contractor shall, if requested by Engineer, uncover such Work for Engineer's observation, and then replace the covering, all at Contractor's expense.

C. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, then Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, and provide all necessary labor, material, and equipment.

1. If it is found that the uncovered Work is defective, Contractor shall be responsible for all claims, costs, losses, and damages arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and pending Contractor's full discharge of this responsibility the Owner shall be entitled to impose a reasonable set-off against payments due under Article 15.

2. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, then Contractor may submit a Change Proposal within 30 days of the determination that the Work is not defective.

14.06 *Owner May Stop the Work*

A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work,

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or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work will not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

14.07 *Owner May Correct Defective Work*

A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace defective Work as required by Engineer, then Owner may, after 7 days' written notice to Contractor, correct or remedy any such deficiency.

B. In exercising the rights and remedies under this Paragraph 14.07, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this paragraph.

C. All claims, costs, losses, and damages incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 14.07 will be charged against Contractor as set-offs against payments due under Article 15. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.

D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 14.07.

ARTICLE 15—PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD

15.01 *Progress Payments*

A. *Basis for Progress Payments*: The Schedule of Values established as provided in Article 2 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments for Unit Price Work will be based on the number of units completed during the pay period, as determined under the provisions of Paragraph 13.03. Progress payments for cost-based Work will be based on Cost of the Work completed by Contractor during the pay period.

B. *Applications for Payments*

1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents.

2. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment must also be accompanied by: (a) a bill of sale, invoice, copies of subcontract or purchase order payments, or other documentation

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establishing full payment by Contractor for the materials and equipment; (b) at Owner's request, documentation warranting that Owner has received the materials and equipment free and clear of all Liens; and (c) evidence that the materials and equipment are covered by appropriate property insurance, a warehouse bond, or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

3. Beginning with the second Application for Payment, each Application must include an affidavit of Contractor stating that all previous progress payments received by Contractor have been applied to discharge Contractor's legitimate obligations associated with prior Applications for Payment.

4. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

C. *Review of Applications*

1. Engineer will, within 10 days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to Owner, or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.

2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:

   a. the Work has progressed to the point indicated;

   b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 13.03, and any other qualifications stated in the recommendation); and

   c. 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.

3. By recommending any such payment Engineer will not thereby be deemed to have represented that:

   a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract; or

   b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.

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4. 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 responsibility on Engineer:

    a. to supervise, direct, or control the Work;

    b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto;

    c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work;

    d. to make any examination to ascertain how or for what purposes Contractor has used the money paid by Owner; or

    e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.

5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 15.01.C.2.

6. Engineer will recommend reductions in payment (set-offs) necessary in Engineer's opinion to protect Owner from loss because:

    a. the Work is defective, requiring correction or replacement;

    b. the Contract Price has been reduced by Change Orders;

    c. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;

    d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible; or

    e. Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents.

D. *Payment Becomes Due*

1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended (subject to any Owner set-offs) will become due, and when due will be paid by Owner to Contractor.

E. *Reductions in Payment by Owner*

1. In addition to any reductions in payment (set-offs) recommended by Engineer, Owner is entitled to impose a set-off against payment based on any of the following:

    a. Claims have been made against Owner based on Contractor's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages resulting from Contractor's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;

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b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;

c. Contractor has failed to provide and maintain required bonds or insurance;

d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;

e. Owner has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;

f. The Work is defective, requiring correction or replacement;

g. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;

h. The Contract Price has been reduced by Change Orders;

i. An event has occurred that would constitute a default by Contractor and therefore justify a termination for cause;

j. Liquidated or other damages have accrued as a result of Contractor's failure to achieve Milestones, Substantial Completion, or final completion of the Work;

k. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens; or

l. Other items entitle Owner to a set-off against the amount recommended.

2. If Owner imposes any set-off against payment, whether based on its own knowledge or on the written recommendations of Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and the specific amount of the reduction, and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, if Contractor remedies the reasons for such action. The reduction imposed will be binding on Contractor unless it duly submits a Change Proposal contesting the reduction.

3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld will be treated as an amount due as determined by Paragraph 15.01.D.1 and subject to interest as provided in the Agreement.

15.02 *Contractor's Warranty of Title*

A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all Liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than 7 days after the time of payment by Owner.

15.03 *Substantial Completion*

A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete and request that Engineer issue a certificate of Substantial Completion. Contractor shall at the same time

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submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.

B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.

C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a preliminary certificate of Substantial Completion which will fix the date of Substantial Completion. Engineer shall attach to the certificate a punch list of items to be completed or corrected before final payment. Owner shall have 7 days after receipt of the preliminary certificate during which to make written objection to Engineer as to any provisions of the certificate or attached punch list. If, after considering the objections to the provisions of the preliminary certificate, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the preliminary certificate to Owner, notify Contractor in writing that the Work is not substantially complete, stating the reasons therefor. If Owner does not object to the provisions of the certificate, or if despite consideration of Owner's objections Engineer concludes that the Work is substantially complete, then Engineer will, within said 14 days, execute and deliver to Owner and Contractor a final certificate of Substantial Completion (with a revised punch list of items to be completed or corrected) reflecting such changes from the preliminary certificate as Engineer believes justified after consideration of any objections from Owner.

D. At the time of receipt of the preliminary certificate of Substantial Completion, Owner and Contractor will confer regarding Owner's use or occupancy of the Work following Substantial Completion, review the builder's risk insurance policy with respect to the end of the builder's risk coverage, and confirm the transition to coverage of the Work under a permanent property insurance policy held by Owner. Unless Owner and Contractor agree otherwise in writing, Owner shall bear responsibility for security, operation, protection of the Work, property insurance, maintenance, heat, and utilities upon Owner's use or occupancy of the Work.

E. After Substantial Completion the Contractor shall promptly begin work on the punch list of items to be completed or corrected prior to final payment. In appropriate cases Contractor may submit monthly Applications for Payment for completed punch list items, following the progress payment procedures set forth above.

F. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the punch list.

15.04 *Partial Use or Occupancy*

A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without

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significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:

1. At any time, Owner may request in writing that Contractor permit Owner to use or occupy any such part of the Work that Owner believes to be substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 15.03.A through 15.03.E for that part of the Work.

2. At any time, Contractor may notify Owner and Engineer in writing that Contractor considers any such part of the Work substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.

3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 15.03 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 6.04 regarding builder's risk or other property insurance.

15.05 *Final Inspection*

A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

15.06 *Final Payment*

A. *Application for Payment*

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents (as provided in Paragraph 7.12), and other documents, Contractor may make application for final payment.

2. The final Application for Payment must be accompanied (except as previously delivered) by:

   a. all documentation called for in the Contract Documents;

   b. consent of the surety, if any, to final payment;

   c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title defects, or will so pass upon final payment.

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d. a list of all duly pending Change Proposals and Claims; and

e. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of the Work, and of Liens filed in connection with the Work.

3. In lieu of the releases or waivers of Liens specified in Paragraph 15.06.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (a) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (b) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien, or Owner at its option may issue joint checks payable to Contractor and specified Subcontractors and Suppliers.

B. *Engineer's Review of Final Application and Recommendation of Payment*: If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract have been fulfilled, Engineer will, within 10 days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment and present the final Application for Payment to Owner for payment. Such recommendation will account for any set-offs against payment that are necessary in Engineer's opinion to protect Owner from loss for the reasons stated above with respect to progress payments. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

C. *Notice of Acceptability*: In support of its recommendation of payment of the final Application for Payment, Engineer will also give written notice to Owner and Contractor that the Work is acceptable, subject to stated limitations in the notice and to the provisions of Paragraph 15.07.

D. *Completion of Work*: The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment and issuance of notice of the acceptability of the Work.

E. *Final Payment Becomes Due*: Upon receipt from Engineer of the final Application for Payment and accompanying documentation, Owner shall set off against the amount recommended by Engineer for final payment any further sum to which Owner is entitled, including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions of this Contract with respect to progress payments. Owner shall pay the resulting balance due to Contractor within 30 days of Owner's receipt of the final Application for Payment from Engineer.

15.07 *Waiver of Claims*

A. By making final payment, Owner waives its claim or right to liquidated damages or other damages for late completion by Contractor, except as set forth in an outstanding Claim,

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appeal under the provisions of Article 17, set-off, or express reservation of rights by Owner. Owner reserves all other claims or rights after final payment.

B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted as a Claim, or appealed under the provisions of Article 17.

15.08 *Correction Period*

A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the Supplementary Conditions or the terms of any applicable special guarantee required by the Contract Documents), Owner gives Contractor written notice that any Work has been found to be defective, or that Contractor's repair of any damages to the Site or adjacent areas has been found to be defective, then after receipt of such notice of defect Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:

1. correct the defective repairs to the Site or such adjacent areas;
2. correct such defective Work;
3. remove the defective Work from the Project and replace it with Work that is not defective, if the defective Work has been rejected by Owner, and
4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting from the corrective measures.

B. Owner shall give any such notice of defect within 60 days of the discovery that such Work or repairs is defective. If such notice is given within such 60 days but after the end of the correction period, the notice will be deemed a notice of defective Work under Paragraph 7.17.B.

C. If, after receipt of a notice of defect within 60 days and within the correction period, Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. Contractor shall pay all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others). Contractor's failure to pay such costs, losses, and damages within 10 days of invoice from Owner will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the failure to pay.

D. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.

E. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

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F. Contractor's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph are not to be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

ARTICLE 16—SUSPENSION OF WORK AND TERMINATION

16.01 *Owner May Suspend Work*

A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times directly attributable to any such suspension. Any Change Proposal seeking such adjustments must be submitted no later than 30 days after the date fixed for resumption of Work.

16.02 *Owner May Terminate for Cause*

A. The occurrence of any one or more of the following events will constitute a default by Contractor and justify termination for cause:

1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment, or failure to adhere to the Progress Schedule);

2. Failure of Contractor to perform or otherwise to comply with a material term of the Contract Documents;

3. Contractor's disregard of Laws or Regulations of any public body having jurisdiction; or

4. Contractor's repeated disregard of the authority of Owner or Engineer.

B. If one or more of the events identified in Paragraph 16.02.A occurs, then after giving Contractor (and any surety) 10 days' written notice that Owner is considering a declaration that Contractor is in default and termination of the Contract, Owner may proceed to:

1. declare Contractor to be in default, and give Contractor (and any surety) written notice that the Contract is terminated; and

2. enforce the rights available to Owner under any applicable performance bond.

C. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.

D. Owner may not proceed with termination of the Contract under Paragraph 16.02.B if Contractor within 7 days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.

E. If Owner proceeds as provided in Paragraph 16.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds the cost to complete the Work, including all related claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects,

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attorneys, and other professionals) sustained by Owner, such excess will be paid to Contractor. If the cost to complete the Work including such related claims, costs, losses, and damages exceeds such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this paragraph, Owner shall not be required to obtain the lowest price for the Work performed.

F. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue, or any rights or remedies of Owner against Contractor or any surety under any payment bond or performance bond. Any retention or payment of money due Contractor by Owner will not release Contractor from liability.

G. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 6.01.A, the provisions of that bond will govern over any inconsistent provisions of Paragraphs 16.02.B and 16.02.D.

16.03 *Owner May Terminate for Convenience*

A. Upon 7 days' written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):

1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and

3. other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.

B. Contractor shall not be paid for any loss of anticipated profits or revenue, post-termination overhead costs, or other economic loss arising out of or resulting from such termination.

16.04 *Contractor May Stop Work or Terminate*

A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (3) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon 7 days' written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the contract and recover from Owner payment on the same terms as provided in Paragraph 16.03.

B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, 7 days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The

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provisions of this paragraph are not intended to preclude Contractor from submitting a Change Proposal for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this paragraph.

ARTICLE 17—FINAL RESOLUTION OF DISPUTES

17.01 *Methods and Procedures*

A. *Disputes Subject to Final Resolution*: The following disputed matters are subject to final resolution under the provisions of this article:

1. A timely appeal of an approval in part and denial in part of a Claim, or of a denial in full, pursuant to Article 12; and

2. Disputes between Owner and Contractor concerning the Work, or obligations under the Contract Documents, that arise after final payment has been made.

B. *Final Resolution of Disputes*: For any dispute subject to resolution under this article, Owner or Contractor may:

1. elect in writing to invoke the dispute resolution process provided for in the Supplementary Conditions;

2. agree with the other party to submit the dispute to another dispute resolution process; or

3. if no dispute resolution process is provided for in the Supplementary Conditions or mutually agreed to, give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction.

ARTICLE 18—MISCELLANEOUS

18.01 *Giving Notice*

A. Whenever any provision of the Contract requires the giving of written notice to Owner, Engineer, or Contractor, it will be deemed to have been validly given only if delivered:

1. in person, by a commercial courier service or otherwise, to the recipient's place of business;

2. by registered or certified mail, postage prepaid, to the recipient's place of business; or

3. by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line.

18.02 *Computation of Times*

A. When any period of time is referred to in the Contract by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

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18.03 *Cumulative Remedies*

A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract. The provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

18.04 *Limitation of Damages*

A. With respect to any and all Change Proposals, Claims, disputes subject to final resolution, and other matters at issue, neither Owner nor Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

18.05 *No Waiver*

A. 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 Contract.

18.06 *Survival of Obligations*

A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination of the Contract or of the services of Contractor.

18.07 *Controlling Law*

A. This Contract is to be governed by the law of the state in which the Project is located.

18.08 *Assignment of Contract*

A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party to this Contract of any rights under or interests in the Contract will be binding on the other party without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and 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 the Contract.

18.09 *Successors and Assigns*

A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

18.10 *Headings*

A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

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C-800 2018
Supplementary Conditions
of the Construction Contract

2026 Lead Service Line Replacement Project

City of Red Wing

Red Wing, MN

Supplementary Conditions of the Construction Contract

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SUPPLEMENTARY CONDITIONS OF THE CONSTRUCTION CONTRACT

These Supplementary Conditions amend or supplement EJCDC® C 700, Standard General Conditions of the Construction Contract (2018). The General Conditions remain in full force and effect except as amended.

The terms used in these Supplementary Conditions have the meanings stated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings stated below, which are applicable to both the singular and plural thereof.

The address system used in these Supplementary Conditions is the same as the address system used in the General Conditions, with the prefix "SC" added—for example, “Paragraph SC-4.05.”

ARTICLE 1—DEFINITIONS AND TERMINOLOGY

1.01 Defined Terms

SC-1.01.A.33 Insert the following sentence at the end of Paragraph 1.01.A.33:

The term Construction Project Representative (CPR) shall have the same meaning as RPR.

SC-1.01.A.42. Delete Paragraph 1.01.A.42 in its entirety and insert the following in its place:

42. Substantial Completion - Substantial Completion shall be as defined in the Agreement.

ARTICLE 2—PRELIMINARY MATTERS

2.01 Delivery of Bonds and Evidence of Insurance

SC-2.01 Delete Paragraphs 2.01.B. and C. in their entirety and insert the following in their place:

B. Evidence of Contractor’s Insurance: When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner copies of the policies (including all endorsements, and identification of applicable self-insured retentions and deductibles) of insurance required to be provided by Contractor in this Contract. Contractor may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.

C. Evidence of Owner’s Insurance: After receipt from Contractor of the signed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor copies of the policies of insurance to be provided by Owner in this Contract (if any). Owner may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.

2.02 Copies of Documents

SC-2.02 Amend the first sentence of Paragraph 2.02.A. to read as follows:

A. Owner shall furnish to Contractor four printed copies of the Contract Documents (including one fully signed counterpart of the Agreement), and one in electronic portable document format (PDF).

2.06 Electronic Transmittals

SC-2.06 Delete Paragraphs 2.06.B and 2.06.C in their entirety and insert the following in their place:

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B. Electronic Documents Protocol: The parties shall conform to the following provisions in Paragraphs 2.06.B and 2.06.C, together referred to as the Electronic Documents Protocol ("EDP" or "Protocol") for exchange of electronic transmittals.

1. Basic Requirements

a. To the fullest extent practical, the parties agree to and will transmit and accept Electronic Documents in an electronic or digital format using the procedures described in this Protocol. Use of the Electronic Documents and any information contained therein is subject to the requirements of this Protocol and other provisions of the Contract.

b. The contents of the information in any Electronic Document will be the responsibility of the transmitting party.

c. Electronic Documents as exchanged by this Protocol may be used in the same manner as the printed versions of the same documents that are exchanged using non-electronic format and methods, subject to the same governing requirements, limitations, and restrictions, set forth in the Contract Documents.

d. Except as otherwise explicitly stated herein, the terms of this Protocol will be incorporated into any other agreement or subcontract between a party and any third party for any portion of the Work on the Project, or any Project-related services, where that third party is, either directly or indirectly, required to exchange Electronic Documents with a party or with Engineer. Nothing herein will modify the requirements of the Contract regarding communications between and among the parties and their subcontractors and consultants.

e. When transmitting Electronic Documents, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the receiving party's use of software application packages, operating systems, or computer hardware differing from those established in this Protocol.

f. Nothing herein negates any obligation 1) in the Contract to create, provide, or maintain an original printed record version of Drawings and Specifications, signed, and sealed according to applicable Laws and Regulations; 2) to comply with any applicable Law or Regulation governing the signing and sealing of design documents or the signing and electronic transmission of any other documents; or 3) to comply with the notice requirements of Paragraph 18.01 of the General Conditions.

2. System Infrastructure for Electronic Document Exchange

a. Each party will provide hardware, operating system(s) software, internet, e-mail, and large file transfer functions ("System Infrastructure") at its own cost and sufficient for complying with the EDP requirements. With the exception of minimum standards set forth in this EDP, and any explicit system requirements specified by attachment to this EDP, it is the obligation of each party to determine, for itself, its own System Infrastructure.

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1) The maximum size of an email attachment for exchange of Electronic Documents under this EDP is 5 MB. Attachments larger than that may be exchanged using large file transfer functions or physical media.

2) Each Party assumes full and complete responsibility for any and all of its own costs, delays, deficiencies, and errors associated with converting, translating, updating, verifying, licensing, or otherwise enabling its System Infrastructure, including operating systems and software, for use with respect to this EDP.

b. Each party is responsible for its own system operations, security, back-up, archiving, audits, printing resources, and other Information Technology ("IT") for maintaining operations of its System Infrastructure during the Project, including coordination with the party's individual(s) or entity responsible for managing its System Infrastructure and capable of addressing routine communications and other IT issues affecting the exchange of Electronic Documents.

c. Each party will operate and maintain industry-standard, industry-accepted, ISO standard, commercial-grade security software and systems that are intended to protect the other party from: software viruses and other malicious software like worms, trojans, adware; data breaches; loss of confidentiality; and other threats in the transmission to or storage of information from the other parties, including transmission of Electronic Documents by physical media such as CD/DVD/flash drive/hard drive. To the extent that a party maintains and operates such security software and systems, it shall not be liable to the other party for any breach of system security.

d. In the case of disputes, conflicts, or modifications to the EDP required to address issues affecting System Infrastructure, the parties shall cooperatively resolve the issues; but, failing resolution, the Owner is authorized to make and require reasonable and necessary changes to the EDP to effectuate its original intent. If the changes cause additional cost or time to Contractor, not reasonably anticipated under the original EDP, Contractor may seek an adjustment in price or time under the appropriate process in the Contract.

e. Each party is responsible for its own back-up and archive of documents sent and received during the term of the contract under this EDP, unless this EDP establishes a Project document archive, either as part of a mandatory Project website or other communications protocol, upon which the parties may rely for document archiving during the specified term of operation of such Project document archive. Further, each party remains solely responsible for its own post-Project back-up and archive of Project documents after the term of the Contract, or after termination of the Project document archive, if one is established, for as long as required by the Contract and as each party deems necessary for its own purposes.

f. If a receiving party receives an obviously corrupted, damaged, or unreadable Electronic Document, the receiving party will advise the sending party of the incomplete transmission.

g. The parties will bring any non-conforming Electronic Documents into compliance with the EDP. The parties will attempt to complete a successful transmission of

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the Electronic Document or use an alternative delivery method to complete the communication.

C. Software Requirements for Electronic Document Exchange; Limitations

1. Each party will acquire the software and software licenses necessary to create and transmit Electronic Documents and to read and to use any Electronic Documents received from the other party (and if relevant from third parties), using the software formats required in this section of the EDP.

a. Prior to using any updated version of the software required in this section for sending Electronic Documents to the other party, the originating party will first notify and receive concurrence from the other party for use of the updated version or adjust its transmission to comply with this EDP.

2. The parties agree not to intentionally edit, reverse engineer, decrypt, remove security or encryption features, or convert to another format for modification purposes any Electronic Document or information contained therein that was transmitted in a software data format, including Portable Document Format (PDF), intended by sender not to be modified, unless the receiving party obtains the permission of the sending party or is citing or quoting excerpts of the Electronic Document for Project purposes.

3. Software and data formats for exchange of Electronic Documents will conform to the requirements set forth in Exhibit A to this EDP, including software versions, if listed.

SC-2.06 Supplement Paragraph 2.06 of the General Conditions by adding the following paragraph:

D. Requests by Contractor for Electronic Documents in Other Formats

1. Release of any Electronic Document versions of the Project documents in formats other than those identified in the Electronic Documents Protocol (if any) or elsewhere in the Contract will be at the sole discretion of the Owner.

2. To extent determined by Owner, in its sole discretion, to be prudent and necessary, release of Electronic Documents versions of Project documents and other Project information requested by Contractor ("Request") in formats other than those identified in the Electronic Documents Protocol (if any) or elsewhere in the Contract will be subject to the provisions of the Owner's response to the Request, and to the following conditions to which Contractor agrees:

a. The content included in the Electronic Documents created by Engineer and covered by the Request was prepared by Engineer as an internal working document for Engineer's purposes solely and is being provided to Contractor on an "AS IS" basis without any warranties of any kind, including, but not limited to any implied warranties of fitness for any purpose. As such, Contractor is advised and acknowledges that the content may not be suitable for Contractor's application or may require substantial modification and independent verification by Contractor. The content may include limited resolution of models, not-to-scale schematic representations and symbols, use of notes to convey design concepts in lieu of accurate graphics, approximations, graphical simplifications, undocumented intermediate revisions, and other devices that may affect subsequent reuse.

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b. Electronic Documents containing text, graphics, metadata, or other types of data that are provided by Engineer to Contractor under the request are only for convenience of Contractor. Any conclusion or information obtained or derived from such data will be at the Contractor's sole risk and the Contractor waives any claims against Engineer or Owner arising from use of data in Electronic Documents covered by the Request.

c. Contractor shall indemnify and hold harmless Owner and Engineer and their subconsultants from all claims, damages, losses, and expenses, including attorneys' fees and defense costs arising out of or resulting from Contractor's use, adaptation, or distribution of any Electronic Documents provided under the Request.

d. Contractor agrees not to sell, copy, transfer, forward, give away or otherwise distribute this information (in source or modified file format) to any third party without the direct written authorization of Engineer, unless such distribution is specifically identified in the Request and is limited to Contractor's subcontractors. Contractor warrants that subsequent use by Contractor's subcontractors complies with all terms of the Contract Documents and Owner's response to Request.

3. In the event that Owner elects to provide or directs the Engineer to provide to Contractor any Contractor-requested Electronic Document versions of Project information that is not explicitly identified in the Contract Documents as being available to Contractor, the Owner shall be reimbursed by Contractor on an hourly basis (at $150 per hour) for any engineering costs necessary to create or otherwise prepare the data in a manner deemed appropriate by Engineer.

ARTICLE 3—CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.01 Intent

No Supplementary Conditions in this Article.

ARTICLE 4—COMMENCEMENT AND PROGRESS OF THE WORK

4.01 Commencement of Contract Times, Notice to Proceed

SC-4.01 Delete Paragraph 4.01.A of the General Conditions in its entirety and insert the following Paragraph 4.01.A in its place:

A. In no event will the Contract Times commence to run later than the 30th day after the Effective Date of the Contract.

4.03 Reference Points

SC-4.03 Delete Paragraph 4.03.A of the General Conditions in its entirety and insert the following Paragraph 4.03.A in its place:

A. The OWNER will provide engineering surveys to establish reference points for construction.

4.05 Delays in Contractor's Progress

SC-4.05 Amend Paragraph 4.05.C by adding the following subparagraphs:

5. Weather-Related Delays

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a. If “abnormal weather conditions” as set forth in Paragraph 4.05.C.2 of the General Conditions are the basis for a request for an equitable adjustment in the Contract Times, such request must be documented by data substantiating each of the following: 1) that weather conditions were abnormal for the period of time in which the delay occurred, 2) that such weather conditions could not have been reasonably anticipated, and 3) that such weather conditions had an adverse effect on the Work as scheduled.

b. The existence of abnormal weather conditions will be determined on a month-by-month basis in accordance with the following:

1) Contractor shall anticipate the number of foreseeable bad weather days per month indicated in the Table 1803-2—Anticipated Work Days Lost Due to Weather in MnDOT Standard Specifications for Construction. The days in Table 1803-2 are cumulative and the number of allowable bad weather days will be determined by totaling the monthly number of days throughout the specified Contract Time. The days in Table 1803-2 will prorated when Contract Time starts or ends mid-month.

2) Work days lost to inclement weather exceeding the allowable number, established as described in Paragraph 4.05.C.2 will be considered as “abnormal weather conditions.” The existence of abnormal weather conditions will not relieve Contractor of the obligation to demonstrate and document that delays caused by abnormal weather are specific to the planned work activities or that such activities thus delayed were on Contractor’s then-current Progress Schedule’s critical path for the Project.

3) The Owner will not consider weekends or holidays, as eligible for extensions of Contract Time due to weather unless the Engineer or Owner directs the Contractor to work those days, or the Contractor’s accepted progress schedule in place at the time the delay occurred indicated that the Contractor intended to perform Critical Path Work on those days.

ARTICLE 5—SITE, SUBSURFACE AND PHYSICAL CONDITIONS, HAZARDOUS ENVIRONMENTAL CONDITIONS

5.03 Subsurface and Physical Conditions

SC-5.03 Add the following new paragraphs immediately after Paragraph 5.03.D:

E. The following table lists the reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data, and specifically identifies the Technical Data in the report upon which Contractor may rely:

Report Title	Date of Report	Technical Data
“There are no reports the Contractor may rely.”		

F. The following table lists the drawings of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data, and specifically identifies the Technical Data upon which Contractor may rely:

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Drawings Title	Date of Drawings	Technical Data
Digital photos of the work sites may be obtained by request only.	2026	N.A.

G. Contractor may examine copies of reports and drawings identified in SC-5.03.E and SC-5.03.F that were not included with the Bidding Documents at 12224 Nicollet Avenue, Burnsville, MN 55337-1649, (952) 890-0509 during regular business hours or may request copies from Engineer.

5.06 Hazardous Environmental Conditions

SC-5.06 Add the following new paragraphs immediately after Paragraph 5.06.A.3:

4. The following table lists the reports known to Owner relating to Hazardous Environmental Conditions at or adjacent to the Site, and the Technical Data (if any) upon which Contractor may rely:

Report Title	Date of Report	Technical Data
"There are no reports the Contractor may rely."		

5. The following table lists the drawings known to Owner relating to Hazardous Environmental Conditions at or adjacent to the Site, and Technical Data (if any) contained in such Drawings upon which Contractor may rely:

Drawings Title	Date of Drawings	Technical Data
"There are no drawings the Contractor may rely."		

SC-5.06 Add the following new section immediately after Section 5.06:

5.07 - *Inadvertent Discoveries*

A. The contractor is cautioned that disturbance of historical objects may be subject to criminal or civil penalties.

B. If potential historic objects are found within the project limits, the Contractor shall:

1. Suspend operations in the immediate area of the discovery and protect from construction operations.

2. Notify the Engineer of the presence of potential historical objects.

3. The Contractor shall not perform work that the Contractor considers Extra Work without the written approval of the Engineer.

4. Work may be restricted or suspended in the Immediate area of the historical objects for a period not to exceed 72 hours without a Contractor claim for damages. No restrictions or suspension shall be imposed over 72 hours unless agreed by the Contractor and the Owner in writing.

ARTICLE 6—BONDS AND INSURANCE

6.01 Performance, Payment, and Other Bonds

SC-6.01 Add the following paragraphs immediately after Paragraph 6.01.A:

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1. Required Performance Bond Form: The performance bond that Contractor furnishes will be in the form of EJCDC® C 610, Performance Bond (2010, 2013, or 2018 edition).

2. Required Payment Bond Form: The payment bond that Contractor furnishes will be in the form of EJCDC® C 615, Payment Bond (2010, 2013, or 2018 edition).

SC-6.01 Add the following paragraphs immediately after Paragraph 6.01.B:

1. The correction period specified as one year after the date of Substantial Completion in Paragraph 15.08.A of the General Conditions is hereby revised to be 2 years after Substantial Completion.

2. After Substantial Completion, Contractor shall furnish a warranty bond issued in the form of EJCDC® C 612, Warranty Bond (2018). The warranty bond must be in a bond amount of 10 percent of the final Contract Price. The warranty bond period will extend to a date 2 years after Substantial Completion of the Work. Contractor shall deliver the fully executed warranty bond to Owner prior to final payment, and in any event no later than 11 months after Substantial Completion.

3. The warranty bond must be issued by the same surety that issues the performance bond required under Paragraph 6.01.A of the General Conditions.

6.02 Insurance—General Provisions

SC-6.02 Add the following paragraph immediately after Paragraph 6.02.B:

1. Contractor may obtain worker's compensation insurance from an insurance company that has not been rated by A.M. Best, provided that such company (a) is domiciled in the state in which the Project is located, (b) is certified or authorized as a worker's compensation insurance provider by the appropriate state agency, and (c) has been accepted to provide worker's compensation insurance for similar projects by the state within the last 12 months.

6.03 Contractor's Insurance

SC-6.03 Supplement Paragraph 6.03 with the following provisions after Paragraph 6.03.C:

D. Other Additional Insureds: As a supplement to the provisions of Paragraph 6.03.C of the General Conditions, the commercial general liability, automobile liability, umbrella or excess, pollution liability, and unmanned aerial vehicle liability policies must include as additional insureds (in addition to Owner and Engineer) the following: None

E. Workers' Compensation and Employer's Liability: Contractor shall purchase and maintain workers' compensation and employer's liability insurance, including, as applicable, United States Longshoreman and Harbor Workers' Compensation Act, Jones Act, stop-gap employer's liability coverage for monopolistic states, and foreign voluntary workers' compensation (from available sources, notwithstanding the jurisdictional requirement of Paragraph 6.02.B of the General Conditions).

Workers' Compensation and Related Policies	**Policy limits of not less than:**
Workers' Compensation	
State	Statutory
Applicable Federal (e.g., Longshoreman's)	Statutory

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Workers' Compensation and Related Policies	Policy limits of not less than:
Foreign voluntary workers' compensation (employer's responsibility coverage), if applicable	Statutory
Jones Act (if applicable)	
Bodily injury by accident—each accident	Not Applicable
Bodily injury by disease—aggregate	Not Applicable
Employer's Liability	
Each accident	$1,000,000.00
Each employee	$1,000,000.00
Policy limit	$1,000,000.00
Stop-gap Liability Coverage	
For work performed in monopolistic states, stop-gap liability coverage must be endorsed to either the worker's compensation or commercial general liability policy with a minimum limit of:	Not Applicable

F. Commercial General Liability—Claims Covered: Contractor shall purchase and maintain commercial general liability insurance, covering all operations by or on behalf of Contractor, on an occurrence basis, against claims for:

1. damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees,
2. damages insured by reasonably available personal injury liability coverage, and
3. damages because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom.

G. Commercial General Liability—Form and Content: Contractor's commercial liability policy must be written on a 1996 (or later) Insurance Services Organization, Inc. (ISO) commercial general liability form (occurrence form) and include the following coverages and endorsements:

1. Products and completed operations coverage.
    a. Such insurance must be maintained for three years after final payment.
    b. Contractor shall furnish Owner and each other additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract) evidence of continuation of such insurance at final payment and three years thereafter.
2. Blanket contractual liability coverage, including but not limited to coverage of Contractor's contractual indemnity obligations in Paragraph 7.18.
3. Severability of interests and no insured-versus-insured or cross-liability exclusions.
4. Underground, explosion, and collapse coverage.
5. Personal injury coverage.
6. Additional insured endorsements that 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

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endorsements are not commercially available, then Contractor may satisfy this requirement by providing equivalent endorsements.

7. For design professional additional insureds, ISO Endorsement CG 20 32 07 04 "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent.

H. Commercial General Liability—Excluded Content: The commercial general liability insurance policy, including its coverages, endorsements, and incorporated provisions, must not include any of the following:

1. Any modification of the standard definition of "insured contract" (except to delete the railroad protective liability exclusion if Contractor is required to indemnify a railroad or others with respect to Work within 50 feet of railroad property).

2. Any exclusion for water intrusion or water damage.

3. Any provisions resulting in the erosion of insurance limits by defense costs other than those already incorporated in ISO form CG 00 01.

4. Any exclusion of coverage relating to earth subsidence or movement.

5. Any exclusion for the insured's vicarious liability, strict liability, or statutory liability (other than worker's compensation).

6. Any limitation or exclusion based on the nature of Contractor's work.

7. Any professional liability exclusion broader in effect than the most recent edition of ISO form CG 22 79.

I. Commercial General Liability—Minimum Policy Limits

Commercial General Liability	**Policy limits of not less than:**
General Aggregate	$2,000,000.00
Products—Completed Operations Aggregate	$2,000,000.00
Personal and Advertising Injury	$1,500,000.00
Bodily Injury and Property Damage—Each Occurrence	$1,500,000.00

J. Automobile Liability: Contractor shall purchase and maintain automobile liability insurance for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle. The automobile liability policy must be written on an occurrence basis.

Automobile Liability	**Policy limits of not less than:**
Bodily Injury	
Each Person	$1,000,000.00
Each Accident	$1,000,000.00
Property Damage	
Each Accident	$1,000,000.00
[or]	
Combined Single Limit	
Combined Single Limit (Bodily Injury and Property Damage)	$1,000,000.00

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K. Umbrella or Excess Liability: Contractor shall purchase and maintain umbrella or excess liability insurance written over the underlying employer's liability, commercial general liability, and automobile liability insurance described in the Paragraphs above. The coverage afforded must be at least as broad as that of each and every one of the underlying policies.

Excess or Umbrella Liability	**Policy limits of not less than:**
Each Occurrence	Not Applicable
General Aggregate	Not Applicable

L. Using Umbrella or Excess Liability Insurance to Meet CGL and Other Policy Limit Requirements: Contractor may meet the policy limits specified for employer's liability, commercial general liability, and automobile liability through the primary policies alone, or through combinations of the primary insurance policy's policy limits and partial attribution of the policy limits of an umbrella or excess liability policy that is at least as broad in coverage as that of the underlying policy, as specified herein. If such umbrella or excess liability policy was required under this Contract, at a specified minimum policy limit, such umbrella or excess policy must retain a minimum limit of $0 after accounting for partial attribution of its limits to underlying policies, as allowed above.

M. Contractor's Pollution Liability Insurance: Contractor shall purchase and maintain a policy covering third-party injury and property damage, including cleanup costs, as a result of pollution conditions arising from Contractor's operations and completed operations. This insurance must be maintained for no less than three years after final completion.

Contractor's Pollution Liability	**Policy limits of not less than:**
Each Occurrence/Claim	Not Applicable
General Aggregate	Not Applicable

N. Contractor's Professional Liability Insurance: If Contractor will provide or furnish professional services under this Contract, through a delegation of professional design services or otherwise, then Contractor shall be responsible for purchasing and maintaining applicable professional liability insurance. This insurance must cover negligent acts, errors, or omissions in the performance of professional design or related services by the insured or others for whom the insured is legally liable. The insurance must be maintained throughout the duration of the Contract and for a minimum of two years after Substantial Completion. The retroactive date on the policy must pre-date the commencement of furnishing services on the Project.

Contractor's Professional Liability	**Policy limits of not less than:**
Each Claim	Not Applicable
Annual Aggregate	Not Applicable

O. Railroad Protective Liability Insurance: No Supplementary Conditions in this Article.

P. Unmanned Aerial Vehicle Liability Insurance: No Supplementary Conditions in this Article.

Q. Other Required Insurance: No Supplementary Conditions in this Article.

ARTICLE 7—CONTRACTOR'S RESPONSIBILITIES

7.03 Labor; Working Hours

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SC-7.03 Add the following new subparagraphs immediately after Paragraph 7.03.C:

1. Regular working hours will be 7:30 A.M. to 6:00 P.M. Monday - Friday.
2. Owner's legal holidays are: New Year's Day, January 1; Martin Luther King's Birthday, the third Monday in January; Washington's and Lincoln's Birthday, the third Monday in February; Memorial Day, the last Monday in May; Juneteenth, June 19; Independence Day, July 4; Labor Day, the first Monday in September; Christopher Columbus Day, the second Monday in October; Veterans Day, November 11; Thanksgiving Day, the fourth Thursday in November; and Christmas Day, December 25.
3. When a legal holiday occurs on Sunday, the subsequent Monday shall be the observed holiday. When a legal holiday occurs on Saturday, the preceding Friday shall be the observed holiday.

7.12 Record Documents

SC-7.12 Add the following new paragraphs immediately after Paragraph 7.12.A:

A. Supplementary sketches, service record forms, and photographs shall be included to clearly indicate all work as constructed.
   1. A blank service record form will be supplied by the Engineer to be used by the Contractor. The Contractor shall fill out a service record form for each water service and sanitary sewer service connection or stub out.
   2. The Contractor shall take photographs of underground construction before backfilling. Examples of information to document include connections to existing utilities, watermain fittings, private underground utilities, utility stub-outs, manholes, water, and sanitary sewer connections at the main and the tie-in or stub-out locations.

B. Sanitary and water service tie-in or stub-out locations shall show station and distances left or right of the survey control centerline. Existing sanitary and water service piping material type and size at the tie-in locations shall be noted.

C. All manholes, watermain bends, and valves shall be located with tie-off dimensions to known items on the plans or in the field to enable the Contractor or City personnel to locate these structures for adjustment.

D. The complete set of the record documents shall be submitted to the Engineer prior to the submittal of the final Application for Payment. Failure of the Contractor to maintain an up-to-date set of record drawings on the project site shall be a reason to withhold payments.

ARTICLE 8—OTHER WORK AT THE SITE

Coordination - No Supplementary Conditions in this Article.

ARTICLE 9—OWNER'S RESPONSIBILITIES

Owner's Site Representative. No Supplementary Conditions in this Article.

ARTICLE 10—ENGINEER'S STATUS DURING CONSTRUCTION

10.03 Resident Project Representative

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SC-10.03 Add the following new paragraphs immediately after Paragraph 10.03.B:

C. The Resident Project Representative (RPR) will be Engineer's representative at the Site. RPR's dealings in matters pertaining to the Work in general will be with Engineer and Contractor. RPR's dealings with Subcontractors will only be through or with the full knowledge or approval of Contractor. The RPR will:

1. 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.

2. 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.

3. 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 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 Contractor's proper execution of the Work.

4. Review of Work; Defective Work

   a. Conduct on-site observations of the Work to assist Engineer in determining, to the extent set forth in Paragraph 10.02 if the Work is in general proceeding in accordance with the Contract Documents.

   b. Observe whether any Work in place appears to be defective.

   c. Observe whether any Work in place should be uncovered for observation, or requires special testing, inspection, or approval.

5. Inspections and Tests

   a. Observe Contractor-arranged inspections required by Laws and Regulations, including but not limited to those performed by public or other agencies having jurisdiction over the Work.

   b. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work.

6. Payment Requests: Review Applications for Payment with Contractor.

7. Completion

   a. Participate in Engineer's visits regarding Substantial Completion.

   b. Assist in the preparation of a punch list of items to be completed or corrected.

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c. Participate in Engineer's visit to the Site in the company of Owner and Contractor regarding completion of the Work and prepare a final punch list of items to be completed or corrected by Contractor.

d. Observe whether items on the final punch list have been completed or corrected.

D. The RPR will not:

1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).

2. Exceed limitations of Engineer's authority as set forth in the Contract Documents.

3. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers.

4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences, or procedures of construction.

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. Authorize Owner to occupy the Project in whole or in part.

ARTICLE 11—CHANGES TO THE CONTRACT

SC-11.02 Insert the following after 11.02.B

C. In complying with any Minnesota Governmental Data Practices Act (MGDPA) request, Contractor will be reimbursed by Change Order only for its reasonable direct labor and other direct expenses, without mark-up or increase in 11.07.C. Fee; but only to the extent that the request is not due to a negligent, intentional, or willful act or omission by the Contractor or other failure to comply with its obligations under this contract.

ARTICLE 12—CLAIMS

No Supplementary Conditions in this Article.

ARTICLE 13—COST OF WORK; ALLOWANCES, UNIT PRICE WORK

SC-13.01 Supplement Paragraph 13.01.C.2 by adding the following definition of small tools and hand tools:

a. For purposes of this paragraph, "small tools and hand tools" means any tool or equipment whose current price if it were purchased new at retail would be less than $500.

13.03 Unit Price Work

SC-13.03 Delete Paragraph 13.03.E in its entirety and insert the following in its place:

E. Adjustments in Unit Price

1. Contractor or Owner will not be entitled to an adjustment in the unit price due to increase or decrease in bid quantities.

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ARTICLE 14—TESTS AND INSPECTIONS; CORRECTION, REMOVAL, OR ACCEPTANCE OF DEFECTIVE WORK

No Supplementary Conditions in this Article.

ARTICLE 15—PAYMENTS TO CONTRACTOR, SET OFFS; COMPLETIONS; CORRECTION PERIOD

15.01 Progress Payments

SC-15.01 Replace Paragraph 15.01.B.1 with the following:

1. The Engineer shall, in communication with Contractor, prepare a draft partial payment estimate on or about the day as specified in Article 6 of the Agreement in any given month where significant work has been completed. The Pay Estimate shall then be forwarded to the Contractor for its review, approval, and submittal. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect the Owner's interest therein, all of which must be satisfactory to Owner.

SC-15.01.C Delete paragraph 15.01.C.1 in its entirety.

SC-15.01 Delete Paragraph 15.01.D.1 in its entirety and replace with the following:

1. The time period for payment shall be in accordance with the Agreement.

SC-15.01 Add the following new Paragraph 15-01.E.1.m

m. All out-of-state contractors shall comply with all State of Minnesota surety deposit requirements. The OWNER may withhold an additional sum of 8 percent of the amount due the CONTRACTOR from each payment and forward it to the Department of Revenue until the CONTRACTOR's state tax obligations are considered fulfilled unless the CONTRACTOR can show reason for exemption. Exemption will be granted provided the out-of-state CONTRACTOR meets the exemption guidelines established for the Minnesota Department of Revenue. All necessary forms may be obtained from the Minnesota Department of Revenue, Mail Station 4450, St. Paul, Minnesota 55146-4450, or phone 1-800-657-3777 or online at: http://www.revenue.state.mn.us/businesses/withholding/Pages/Forms.aspx.

SC-15.01 Add the following new Paragraph 15.01.F:

F. For contracts in which the Contract Price is based on the Cost of Work, if Owner determines that progress payments made to date substantially exceed the actual progress of the Work (as measured by reference to the Schedule of Values), or present a potential conflict with the Guaranteed Maximum Price, then Owner may require that Contractor prepare and submit a plan for the remaining anticipated Applications for Payment that will bring payments and progress into closer alignment and take into account the Guaranteed Maximum Price (if any), through reductions in billings, increases in retainage, or other equitable measures. Owner will review the plan, discuss any necessary modifications, and implement the plan as modified for all remaining Applications for Payment.

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15.03 Substantial Completion

SC-15.03.A. Delete Paragraph 15.03.A. in its entirety and replace with the following:

A. When Contractor considers the entire Work to be substantially complete Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete and request that Engineer issue a certificate of Substantial Completion. Contractor shall at the same time submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.

SC-15.03.B. Add the following new subparagraph to Paragraph 15.03.B:

1. If some or all of the Work has been determined not to be at a point of Substantial Completion and will require re-inspection or re-testing by Engineer, the cost of such re-inspection or re-testing, including the cost of time, travel and living expenses, will be paid by Contractor to Owner. If Contractor does not pay, or the parties are unable to agree as to the amount owed, then Owner may impose a reasonable set-off against payments due under this Article 15.

15.06 Final Payment

SC-15.06 Add the following Paragraph 15.06.A.4. Immediately following Paragraph 15.06.A.3.

4. Final payment will not be made to the CONTRACTOR until a certificate showing that the CONTRACTOR has complied with the provisions of M.S.A. 290.92 requiring withholding of income tax on wages at the source. Said certificate shall be executed by the Commissioner of Revenue. Forms for certification may be obtained from the Commissioner of Revenue, Centennial Building, St. Paul, Minnesota 55145.

15.08 Correction Period

SC-15.08 Add the following new Paragraph 15.08.G:

G. The correction period specified as one year after the date of Substantial Completion in Paragraph 15.08.A of the General Conditions is hereby revised to be the number of years set forth in SC-6.01.B.1; or if no such revision has been made in SC-6.01.B, then the correction period is hereby specified to be 2 years after Substantial Completion.

ARTICLE 16—SUSPENSION OF WORK AND TERMINATION

No Supplementary Conditions in this Article.

ARTICLE 17—FINAL RESOLUTIONS OF DISPUTES

No Supplementary Conditions in this Article.

ARTICLE 18—MISCELLANEOUS

No Supplementary Conditions in this Article.

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EXHIBIT A —SOFTWARE REQUIREMENTS FOR ELECTRONIC DOCUMENT EXCHANGE

Item	Electronic Documents	Transmittal Means	Data Format	Note (1)
a.1	General communications, transmittal covers, meeting notices and responses to general information requests for which there is no specific prescribed form.	Email	Email	
a.2	Meeting agendas, meeting minutes, RFI's and responses to RFI's, and Contract forms.	Email w/ Attachment	PDF	(2)
a.3	Contractor's Submittals (Shop Drawings, "or equal" requests, substitution requests, documentation accompanying Sample submittals and other submittals) to Owner and Engineer, and Owner's and Engineer's responses to Contractor's Submittals, Shop Drawings, correspondence, and Applications for Payment.	Email w/ Attachment	PDF	
a.4	Correspondence; milestone and final version Submittals of reports, layouts, Drawings, maps, calculations and spreadsheets, Specifications, Drawings, and other Submittals from Contractor to Owner or Engineer and for responses from Engineer and Owner to Contractor regarding Submittals.	Email w/ Attachment or LFE	PDF	
a.5	Layouts and drawings to be submitted to Owner for future use and modification.	Email w/ Attachment or LFE	DWG	
a.6	Correspondence, reports, and Specifications to be submitted to Owner for future word processing use and modification.	Email w/ Attachment or LFE	DOC	
a.7	Spreadsheets and data to be submitted to Owner for future data processing use and modification.	Email w/ Attachment or LFE	EXC	
a.8	Database files and data to be submitted to Owner for future data processing use and modification.	Email w/ Attachment or LFE	DB	
a.9	Construction photographs	Email w/ Attachment or LFE	JPG	(3)

Notes	
(1)	All exchanges and uses of transmitted data are subject to the appropriate provisions of Contract Documents.
(2)	Transmittal of written notices is governed by Paragraph 18.01 of the General Conditions.
(3)	All photographs must include location details (latitude and longitude) in their metadata.

Key	
Email	Standard Email formats (.htm, .rtf, or .txt). Do not use stationery formatting or other features that impair legibility of content on screen or in printed copies
LFE	Agreed upon Large File Exchange method (FTP, CD, DVD, hard drive)
PDF	Portable Document Format readable by Adobe® Acrobat Reader Version**.**
DWG	Autodesk® AutoCAD .dwg format Version.
DOC	Microsoft® Word .docx format Version.
EXC	Microsoft® Excel .xls or .xml format Version.
DB	Microsoft® Access .mdb format Version.

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CONDITIONS OF THE CONTRACT

for

2026 Lead Service Line Replacement Project

City of Red Wing

Red Wing, MN

SECTION 01 11 00 - SUMMARY OF WORK

PART 1 - GENERAL

1.1 PROJECT LOCATION

A. The project location is shown on the vicinity map in the design drawing set.

1.2 PROJECT DESCRIPTION

A. The project involves but is not limited to the replacement of lead and galvanized water service lines and associated site restoration. Individual elements of work shall include, but are not limited to:

1. Limited removal of bituminous pavement, concrete curb and gutter, sidewalk and driveways, and other miscellaneous items.
2. Water service construction.
3. Concrete walk construction.
4. Concrete curbing and driveway pavement construction.
5. Site restoration and erosion control construction.
6. Concrete pavement patching.
7. Sanitary service line televising.
8. Traffic Control.
9. Other miscellaneous work shown on the plans or specified herein.

1.3 ALTERNATE MATERIALS & METHODS OF CONSTRUCTION

A. The Contractor may present alternative materials and/or methods of construction for consideration by the Owner. Proposals for such alternatives shall be in accordance with the provisions of Section 01 23 00 “Alternates” of this Project Manual.

1.4 CONTRACTOR USE OF PROJECT SITE

A. The Contractor's use of the project site shall be limited to its construction operations, including on-site storage of materials and field offices. No materials shall be stored in a location as to limit access to the affected public. Any damage caused by Contractor operations to private property, including but not limited to, parking lots, trees, shrubs, material spatter, etc. shall promptly be corrected at the Contractor’s expense.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.1 OPERATIONAL LIMITATIONS AND REQUIREMENTS

A. The Contractor shall confine its work within the limits of the easements, public rights-of-way, and/or construction limits as shown on the plans. If the Contractor desires additional space, it shall be the Contractor's responsibility to acquire easements and/or permission, as desired.

3.2 BARRICADES

A. The Contractor shall furnish and install any necessary barricades to protect the public or workers during the project. Barricades to keep public out of construction areas shall be left in place until removed by Contractor after they are no longer required for protection. The Contractor is responsible to secure the site at all times during the demolition.

B. The Contractor shall furnish names, addresses, and phone numbers of at least two local individuals capable of immediate response who will be responsible for the site security and traffic control devices to:

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The Engineer
The Owner
Local Law Enforcement Agencies

C. The Contractor shall respond with sufficient personnel, equipment and/or materials and conduct the required work **or be subject to a $100 per hour deduction from the time of notification for non-attention to project security and safety**.

3.3 SAFETY HAZARDS

A. The Owner, Engineer or their representatives may indicate potential safety hazards noticed at the Construction site. However, the Contractor shall remain the only party liable for the maintenance of safe construction practices.

3.4 INTERFERENCE WITH TREES

A. The Contractor may be required to trim tree branches that overhang the work zone as specifically identified during construction by the Engineer, where branches are likely to be broken or excessively damaged by construction equipment and activities. Branches which are accidentally damaged during construction shall be trimmed immediately. All trimmed ends shall be coated with an appropriate coating material.

B. The Contractor shall protect existing trees within close proximity of the construction from stripping and root damage. Roots extending into excavations shall be cut before excavating in their vicinity. Roots cut or otherwise damaged shall be coated with an appropriate protective dressing prior to backfilling.

C. No direct compensation for tree protection and interference shall be made, unless specifically identified in the Schedule of Unit Prices.

******END OF SECTION******

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SECTION 01 21 16 - CONTINGENCY ALLOWANCES

PART 1 - GENERAL

1.1 SUMMARY

A. This section describes the Construction Allowances bid item.

1. Construction allowances will be used to pay for project deviations from the planned construction.

1.2 METHOD OF MEASUREMENT AND PAYMENT

A. The Construction Allowances bid item shall be used at the Engineer or Owner's discretion to pay for minor changes that are compatible with the design concept of the completed Project. Payment will be by the unit at a price of $1.00 per unit.

1. No payment shall be made for Construction Allowances unless the following conditions are met:

(a) The Contractor shall submit a written request for approval of the construction allowances prior to the work being undertaken by the Contractor, if applicable.

(b) The work is authorized in writing by an approved Field Order.

2. Costs eligible for payment may include a mutually acceptable Contractor markup, however; markups shall not include costs for performance and payment bonds.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

******END OF SECTION******

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SECTION 01 23 00 - ALTERNATES

PART 1 - GENERAL

1.1 SUMMARY

A. This section shall govern the interpretation and evaluation of bid alternates and contractor proposed alternatives.

B. The Owner reserves the right to reject any bids not complying with the requirements of this section.

C. All bids must include a bid based on the "base bid" or the Contract Documents defined alternatives, as specified, without anticipation of the use of "or equal" items or contractor proposed alternatives. Bids solely based on the use of "or equal" items or contractor proposed alternatives may be rejected without consideration, at the discretion of the Owner.

D. Qualification process

1. Installers wishing to qualify alternate methods and/or materials for this project must submit a copy of the license or certificate verifying the manufacturer's or licensor's approval, and evidence of the installer's experience including the number, total length, and locations of trenchless construction projects installed to date using the proposed materials and methods together with the names and phone numbers of facility owners to the Engineer 10 days prior to the opening of bids to allow time for evaluation.

2. The final decision to accept or reject the applicant lies solely with the Owner.

1.2 INTERPRETATION OF "OR EQUAL" CLAUSES

A. The Contractor shall include in its base bid the items, as specified, without consideration of using the 'or equal' items and methods.

B. The Contractor shall then include in its bid the amount of the deduction, increase or revised total bid to be applied if the 'or equal' items and methods are accepted.

C. The Owner and Engineer shall evaluate the 'or equal' stature of the proposed materials and methods.

D. The Owner reserves the right to accept or reject the proposed 'or equal' materials and methods at the appropriate adjustment to bid price.

1.3 PROPOSALS WITH SPECIFIED BID ALTERNATES

A. The Owner reserves the right to select the bid alternate desired, regardless of the amount bid.

B. The bid shall be awarded to the lowest and best bidder of the selected alternate.

1.4 CONTRACTOR PROPOSED ALTERNATIVES

A. Contractor proposed alternative methods and techniques may be considered by the Owner, with the advice of the Engineer, after Award of Contract. No alternatives shall be accepted or considered as part of the bid.

B. The Contractor shall include in its base bid the items, as specified, without consideration of using any proposed alternative materials and/or methods.

C. The Contractor shall then include in its bid the amount of the deduction, increase or revised bid amount to be applied if the proposed alternative materials and methods are accepted.

D. The Owner and Engineer shall evaluate the stature of the proposed materials and methods.

1. Evaluation by the Owner and Engineer shall include the cost of modifying the design, as necessary and shall be at the discretion of the Owner and Engineer.

2. If the Contractor is proposing trenchless technology that is not included as a contract alternative, the following modifications to the original design shall be anticipated by the Contractor and included in the price differential or revised contract amount, as proposed:

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(a) The actual inside pipe diameter included in the Contractor proposed alternative shall be equal to or larger than the original conduit design, as specified, unless approved by the Engineer.

(b) The minimum grade of all conduits installed by trenchless technologies for gravity sewers shall be 0.80 percent. This minimum may increase the depth required for structures. The Contractor shall include in the price differential or revised contract amount the cost of any such increases in structure depth.

(c) Proposed modifications which include changes in pipe size whether to meet the required actual inside pipe diameter or necessitated by proposed changes in pipe materials, etc. may require changes in manhole diameters to accommodate the necessary pipe entrances. The Contractor shall include in the price differential or revised contract amount the cost of any such increases in manhole size.

E. The Owner reserves the right to accept or reject "Contractor Proposed Alternatives".

1.5 SPECIFICATION REFERENCES

A. If the Bidder proposes an alternative:

1. The Bidder is required to request, in writing, a determination on the Specifications which will be enforced to govern the construction. This request shall be made directly to the Engineer at the time of bid opening or before.

2. The Engineer shall provide a written response prior to the end of the next working day to allow the Contractor time to withdraw its bid, if requested by the Contractor.

1.6 SUBMITTALS

A. "OR EQUAL" MATERIALS AND/OR METHODS

1. Unless otherwise specified, Contractors whose bids are based on "equal" materials and/or methods shall include with their bid the manufacturer name, address, product name, model, specification reference and/or testing certification of the items proposed to be used. The Contractor shall also include evidence of the 'equal' stature of the products proposed.

B. PROPOSALS FOR SPECIFIED BID ALTERNATES

1. Unless otherwise specifically requested, no submittals are required.

2. Unless otherwise specifically requested, the Contractor is required to bid at least one of the alternates included in the proposal form, and the Contractor may choose to bid other alternates or not.

C. CONTRACTOR PROPOSED ALTERNATIVES

1. The Contractor shall contact the Engineer prior to bidding the job to discuss its proposed alternative approach to the methods and materials used or execution of the job. The Engineer shall evaluate the proposed methods and may at the Engineer’s discretion choose to issue an addendum to all contractors or accept the conversation as privileged communication.

2. Unless otherwise specified, the Contractors whose bid includes alternative materials and/or methods shall include with their bid the manufacturer name, address, product name, model, specification reference and/or testing certification of the items proposed to be used. The Contractor shall also include evidence of the 'equal' stature of the products and/or methods proposed.

3. The Contractor shall mark the outside of the bid envelope that alternative methods are included.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

******END OF SECTION******

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SECTION 01 29 00 - PAYMENT PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

A. Methods of measurement and payment for all items not individually specified shall be according to the appropriate referenced specification standard.

1.2 MEASUREMENT & PAYMENT

A. **Payment for Plan Quantity (P) Items:** Items designated as Plan Quantity (P) shall be measured and paid for based on the quantity listed in the plans and no field measurement shall be made. The Engineer will only adjust the quantities on Plan Quantity (P) designated Contract items when the Engineer authorizes changes to the dimensions of that work (in which case only the affected portion will be re-determined) or when the Engineer determines that the quantity designated as a Plan Quantity (P) is incorrect.

B. **Payment for Hauled Materials:** No compensation will be paid for any weigh ticket received after the date shown on the ticket unless prior arrangements are made with the Engineer.

C. **Payment for Major Lump Sum Items:** The Contractor shall submit a schedule of values for major items of construction that are bid as LUMP SUM. The schedule shall identify major sections of work and the percentage of the bid price applied to each. Payment shall be made according to the percentage complete of each major section of work.

1.3 SUBMITTALS

A. The Contractor shall submit a schedule of values for major items of construction that are bid as LUMP SUM.

B. The Contractor shall submit to the Engineer a “Certificate of Conformance” statement stating that the scale used to weigh hauled materials has been tested and calibrated for the current construction season. This Certificate shall be from MnDOT or other reliable scale servicing company. Providing a certified scale and obtaining such “Certificate of Conformance” is the sole responsibility of the Contractor and all costs associated are considered incidental to the materials being supplied.

C. **Hauled Materials:** The Contractor shall furnish numbered weigh tickets which list the Date, Project, Type of Material, Gross Weight, Tare Weight, Material Weight in tons, and Truck Number for each load brought to the construction site. If the individual pay items are identified on a unit weight basis, the Contractor shall provide the Engineer with a summary type spreadsheet which provides accumulative job totals of all aggregate and bituminous materials hauled to the project. This spreadsheet shall be submitted to the Engineer on a weekly basis.

D. **Procured Materials:** The Contractor shall furnish an insurance bond showing the type of material, the amount of material, the valuation of the material, the stored location, the project, the date, the name, and address of the surety.

E. **Compacted Volume Materials:** When measurement is specified by the CUBIC YARD, (CY) COMPACTED VOLUME (CV), will be determined by length, width, and depth measurements of the material in its placed and compacted position, according to the placement dimensions as shown in the Contract or as designated by the Engineer.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

******END OF SECTION******

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SECTION 01 31 00 - PROJECT MANAGEMENT AND COORDINATION

PART 1 - GENERAL

1.1 SEQUENCE OF CONSTRUCTION

A. A written project management scheduling tool (i.e., critical path (CPM), detailed bar chart, etc.) shall be employed by the Contractor for cost value reporting, planning, and scheduling of all work required under the Contract Documents. This schedule shall show the order in which the Contractor proposes to execute the work with dates on which it proposes to start the various phases of the work and the estimated completion date of each phase. The Contractor shall submit a preliminary version of its intended schedule within 10 working days following the *Notice of Award* on the attached form or a form of its own choosing.

B. Unless otherwise approved by the Engineer, the schedule shall also include an anticipated payment schedule for the volume of work to be completed each month. This schedule shall indicate the Contractor's intention and ability to complete the work within the contract times, as specified in Article 4 of Section 00 52 00 “Agreement Forms” of this Project Manual.

C. The Preconstruction Conference as outlined in Section 01 31 19 “Project Meetings” of this Project Manual will not be conducted until the schedule is submitted. In addition, no construction staking shall be provided until the schedule is submitted by the Contractor and reviewed by the Engineer.

1.2 WORKING HOURS

A. Except in connection with safety or emergencies, all work at the site shall be performed during normal working hours as defined in the Supplementary Conditions.

B. The Contractor shall notify the Owner and Engineer of any work planned on Saturday, Sunday, or any legal holidays at least 48 hours prior to such work.

C. The Contractor shall coordinate any construction or hauling activity in the vicinity of churches, schools, medical facilities, and funeral homes. The Contractor shall be cognizant of the disruptive effects of continued construction during funerals. The Owner reserves the right to temporarily stop construction within one block of, and during the time of, any funeral procession. No compensation shall be granted to the Contractor due to temporary delays caused by funerals.

1.3 TRAFFIC CONTROL

A. Reference Section 01 55 26 “Traffic Control” of this Project Manual.

1.4 COORDINATION WITH BUSINESSES AND PRIVATE PROPERTY OWNERS ADJACENT TO THE PROJECT

A. The Contractor shall notify all property owners and occupants adjacent to the project two days in advance to allow moving machinery and/or vehicles or other items that may be blocked in or damaged due to the upcoming construction in the area. Access to the properties shall be restored as soon as possible after each phase of construction.

1.5 UTILITIES

A. The Contractor is responsible for working with public and private utility companies in protecting existing utilities. Any costs for such work shall be the responsibility of the Contractor.

1. Coordination with the utility companies is very important and should be considered in planning the work and the associated extra costs involved.

2. Contractor shall be responsible for locating all newly installed public utilities installed within the project limits until final completion.

3. The Contractor shall be responsible for repairing any damage as the result of improperly located or unmarked public utilities within the project limits. The repair must be completed in accordance with the project requirements and to the satisfaction of the Engineer. This work shall be considered incidental.

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B. The Contractor shall coordinate with the City's maintenance personnel when working around or performing work on City-owned utilities.

C. The Contractor shall also work with the City's maintenance personnel to provide for scheduled City-owned utility shutdowns in a given area. Owner requires two business days (a minimum of 48 hours) notice for all utility interruptions.

D. The Contractor shall work with all utility companies, as necessary, to allow for installation and maintenance of service of gas, power, lighting, telephone, cable TV, etc. in the boulevards or across the streets prior to final shaping of aggregate base and/or topsoil. This coordination with the utility companies is the Contractor's responsibility and is considered incidental to the construction and no additional compensation shall be granted.

1.6 COOPERATION WITH FIRE & EMERGENCY DEPARTMENTS

A. The Contractor shall coordinate all work requiring shutting down water service or limiting access to buildings by emergency equipment with the fire & emergency departments. This shall include notification of the daily construction schedule by the Contractor.

1.7 COOPERATION WITH OTHER CONTRACTORS

A. The Contractor shall cooperate with other contractors performing construction on other projects in the vicinity of this project, including but not limited to allowing access for the delivery of equipment and materials.

1.8 COORDINATION WITH SERVICE PROVIDERS

A. The Contractor shall coordinate with the postal service, recycling service, garbage collection service, school bus service, etc. to maintain continuous uninterrupted service to all residences and businesses throughout the duration of the project.

B. The Contractor shall temporarily relocate mailboxes, haul recycling and garbage for residents to a designated pick-up location, etc., as required by the subject service provider. All equipment materials and labor required to coordinate with service providers and maintain services shall be incidental to the Contract.

1.9 SUBMITTALS

A. Written Progress Management Schedule Tool- to be reviewed at the Preconstruction Conference. Notice to proceed will not be issued until a schedule is submitted to the Engineer. See Article 4 of Section 00 52 00 "Agreement Forms" of this Project Manual for contractual time requirements.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

******END OF SECTION******

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SECTION 01 31 19 - PROJECT MEETINGS

PART 1 - GENERAL

1.1 SUMMARY

A. Pre-construction Conference

1. Prior to the start of the work, a joint meeting will be held with representatives of the Contractor, the Owner, the Engineer, and any other interested parties. This meeting is intended to introduce the various key personnel from each organization and to discuss the start of the work, order of work, labor and legal requirements, insurance requirements, method of payment, shop drawing requirements, protection of existing facilities, location of disposal and stockpile areas, and other pertinent items associated with the project.

2. The Contractor shall be prepared to discuss his proposed detailed construction progress schedule. The construction schedule shall be subject to the review of the Owner, Engineer, and applicable agencies.

B. Construction Progress Meetings

1. These meetings will require the attendance of the Contractor's Project Manager or other designated staff authorized by the Contractor to discuss project status and negotiate agreements between the Contractor and Owner. Failure of the Contractor to attend scheduled project meetings as required may result in project delays expensed by the Contractor.

2. Meetings will be held between the Owner, Contractor, and Engineer for the purpose of reviewing the project schedule or the status of the project. These meetings will be arranged by the Owner, and/or Engineer, as deemed necessary.

C. Safety Meetings

1. The Owner, Engineer or their representatives shall be allowed to attend Contractor’s onsite safety meetings. The Contractor shall be responsible for meeting content and coordination and shall inform the Owner, Engineer or their representatives of the time and location of the meeting a minimum of two business days prior to the meeting.

2. The Contractor shall make additional copies of any safety related handouts or materials for distribution to the Owner, Engineer, or their representatives. However, the Contractor shall remain the only party responsible for the maintenance of project safety materials.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

******END OF SECTION******

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SECTION 01 33 00 - SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

A. The Contractor shall submit all required submittals and sample items as noted below. The Engineer will review them with reasonable promptness. The Contractor shall make all required corrections and file with the Engineer three corrected sets for final review.

B. The responsibility for completeness of submittals lies with the Contractor.

1.2 REFERENCES

A. 7.12 Record Documents of 00 72 00 - GENERAL CONDITIONS of this project manual.

B. SC-7.12 Record Documents of 00 73 00 - SUPPLEMENTARY CONDITIONS of this project manual.

C. EXHIBIT A —SOFTWARE REQUIREMENTS FOR ELECTRONIC DOCUMENT EXCHANGE of 00 73 00 - SUPPLEMENTAL CONDITIONS.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.1 RECORD DOCUMENTS

A. Record documents shall be prepared and submitted in accordance with the requirements of the GENERAL CONDITIONS and SUPPLEMENTARY CONDITIONS.

3.2 SAMPLES

A. Samples shall be delivered to the address specified in the Specification Section.

3.3 REVIEW

A. The Contractor shall allow a minimum of five business days for Engineer review unless otherwise agreed by the Engineer.

B. If the Engineer and/or Owner sign the submittal with no exception taken, such action shall not absolve the responsibilities of the Contractor in any way.

C. Where review is required by a regulatory agency or permitting agency that is not the Owner, the Contractor shall allow additional time in the schedule to accommodate the agency review.

D. All submittals shall be reviewed by the Engineer prior to their incorporation into the project. If materials are installed without prior review, they will be subject to removal, at the Contractor's expense, if the material is found to be non-conforming to the Specifications.

3.4 TIME DELAYS AND COSTS

A. Time delays and costs incurred by the Contractor due to late or incomplete submittals by the Contractor shall not be acceptable cause for claims by the Contractor.

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SAMPLE LETTER OF TRANSMITTAL FOR SUBMITTALS

LETTER OF TRANSMITTAL

Contractor Name

Contractor Address

Contractor City, State, Zip

DATE:	BMI # 25X.138487
ATTENTION: Benjamin Rosol, P.E.	
RE: 2026 Lead Service Line Replacement Project	
SUBMITTAL NO.:	

WE ARE SENDING YOU ☐ Attached ☐ Under separate cover via ___ the following items:

☐ Shop drawings ☐ Prints ☐ Specifications ☐ Copy of letter

☐ _____

No. Copies Submitted	Specification Section	Subject of Shop Drawing or Other Submittal

Review Action: *(To be filled in by Engineer)*

☐ No Exceptions Taken ☐ Amend-Resubmit ☐ Not Reviewed

☐ Make Corrections Noted ☐ Rejected-Resubmit ☐ For Record

Corrections or comments made by the Engineer during this review do not relieve the Contractor from compliance with Contract drawings and Specifications. This submittal has been reviewed for conformance with the design concept and general compliance with the Contract documents only. The Contractor is responsible for confirming and correlating all quantities and dimensions; fabrication processes and techniques, coordinating work with other trades, and satisfactory and safe performance of the work.

Comments: *(To be filled in by Engineer)*

☐ The CONTRACTOR hereby notifies the OWNER that this Shop Drawing is in conformance with Article 7 of the General Conditions to the Contract Documents.

☐ The CONTRACTOR hereby notifies the OWNER that this Shop Drawing is not in conformance with Article 7 of the General Conditions to the Contract Documents and nevertheless asks approval thereof. The features not in conformance are as follows:

1. _____
2. _____
3. _____

CONTRACTOR SIGNED: _____

DATE: _____

(To be filled in by Engineer)

COPY TO: _____

_____

_____

ENGINEER SIGNED: _____

DATE: _____

Distribution: ☐ Contractor ☐ Owner ☐ Field Office ☐ Other

******END OF SECTION******

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SECTION 01 35 13 - SPECIAL PROJECT PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

A. This section covers special features of this project which may require individual attention of the Contractor and/or the subcontractors. Descriptions contained herein are intended as a service and to prevent oversights by the Contractor. However, the Contractor shall remain the only party liable for the performance of all provisions included in the Contract Documents.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.1 COORDINATION & SCHEDULING

A. The City of Red Wing by separate contract will have a 2026 Street & Utility Reconstruction project, in which they will be fully reconstructing the following street segments:

1. 3rd Street E from dead end cul-de-sac to Sanderson Street.
2. 4th Street E from Bluff Street to Arkin Street.
3. Sanderson Street from 3rd Street E to 5th Street E.
4. Green Street from 4th Street E to 5th Street E.
5. Arkin Street from 4th Street E to 5th Street E.

B. This contract will fully replace the streets, sidewalks, driveways, curb & gutter, and utilities including sanitary and water services from the mains to the Right-Of-Way. The contractor for this project is Danckwart Companies LLC out of Kellogg, Minnesota.

1. The Contractor shall cooperate with Danckwart Companies and its subcontractors performing construction in the vicinity of this project area.
2. The number of Galvanized services within the street project area may change based on what is found during construction.
3. Galvanized service replacements under this contract, within the Street project area will be from the curb stop installed as part of the Street project to the meter inside the home. These replacements should occur at the same time when conditions allow.
4. Contact information for Danckwart Companies
   (a) Andy Moyer at andym@danckwartcompanies.com

******END OF SECTION******

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SECTION 01 41 00 - REGULATORY REQUIREMENTS

PART 1 - GENERAL

1.1 SUMMARY

A. Applicable codes and standards referred to in these specifications shall establish minimum requirements and shall be superseded by more stringent requirements of drawings and specifications when and where they occur.

B. Any conflicts between specifications and applicable codes and standards shall be referred to the Engineer.

1.1 SUBMITTALS

A. The Contractor shall submit copies of Safety Data Sheets (SDSs) for each material on site to the Engineer.

PART 2 - PRODUCTS

2.1 EQUIPMENT

A. All equipment furnished and installed under the contract shall be designed, fabricated, assembled, installed, and placed into service. The equipment will conform to the applicable provisions of the Federal and State Safety and Health Standards, including but not limited to Federal Occupational Safety and Health Regulations for Construction; the Division of Environmental Health, Minnesota Department of Health; the Minnesota Pollution Control Agency; the Department of Natural Resources; the Minnesota Department of Transportation, Division of Highways; the Minnesota Industrial Commission and ordinances of the City that apply to this work.

PART 3 - EXECUTION

3.1 CONSTRUCTION

A. All construction methods and tools shall comply with commonly accepted standards for safety and health of personnel engaged on construction, including but not limited to Federal Occupational Safety and Health Regulations for Construction; the Division of Environmental Health, Minnesota Department of Health; the Minnesota Pollution Control Agency; the Department of Natural Resources; the Minnesota Department of Transportation, Division of Highways; the Minnesota Industrial Commission and ordinances of the City that apply to this work.

******END OF SECTION******

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SECTION 01 41 26 - PERMIT REQUIREMENTS

PART 1 - GENERAL

1.1 SUMMARY

A. Any conflicts between specifications and permits for this project shall be referred to the Engineer.

1.2 PERMITS OBTAINED BY OWNER

A. The Owner has applied for the following permits from appropriate authorities. It is anticipated that permission to proceed will be authorized prior to execution of Contract. The Contractor shall perform all work and conduct itself in full accordance with the requirements of the applicable permit:

1. Minnesota Department of Health (MDH) - Watermain Plan Review.

B. The Contractor shall be responsible for meeting any bonding or insurance requirements which may be required as a condition to any permit, listed above.

1.3 PERMITS OBTAINED BY CONTRACTOR

A. The Contractor shall secure and pay the cost of any other permits not mentioned above, which may be required for work within the project limits including but not limited to:

1. None.

B. The Contractor shall identify, secure, and pay for any required permission, fee, or permit for work not within the project limits, but which may be considered a connected action. A connected action shall be defined as including but not limited to:

1. Obtaining borrow for the project,

2. Disposal of any waste product or excess material resulting from the project, and

3. Any action by the Contractor that is closely related by proximity in location and time to the project that may be perceived by the public or any regulatory body to be part of the project.

1.4 SUBMITTALS

A. Contractor shall provide a draft copy of all notifications, submittals, and permit applications to the Engineer for review a minimum of five business days prior to submittal to any regulatory or permitting agency.

B. Contractor shall copy the Engineer on all notifications, submittals, and permit applications at the time of submittal to the agency or permitting authority.

C. The Contractor shall provide copies of permits and/or permissions acquired for work.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

******END OF SECTION******

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SECTION 01 42 13 - ABBREVIATIONS AND ACRONYMS

PART 1 - GENERAL

1.1 WHEREVER THE FOLLOWING ABBREVIATIONS ARE USED, THEY SHALL HAVE THE MEANINGS INDICATED:

A.	AASHTO	American Association of the State Highway and Transportation Officials
B.	ACI	American Concrete Institute
C.	AI	The Asphalt Institute
D.	AISC	American Institute of Steel Construction
E.	AISI	American Iron and Steel Institute
F.	AITC	American Institute of Timber Construction
G.	ANSI	American National Standards Institute
H.	ASQC	American Society for Quality Control
I.	ASTM	American Society for Testing and Materials
J.	AWPA	American Wood Preservers Association
K.	AWPI	American Wood Preservers Institute
L.	AWS	American Welding Society
M.	AWWA	American Water Works Association
N.	CBM	Certified Ballast Manufacturers
O.	CEAM	City Engineer's Association of Minnesota
P.	CLFMI	Chain Link Fence Manufacturers Institute
Q.	CRSI	Concrete Reinforcement and Steel Institute
R.	ETL	Electrical Test Laboratories
S.	MnDOT	Minnesota Department of Transportation
T.	NEC	National Electrical Code
U.	NEMA	National Electrical Manufacturers Association
V.	NFPA	National Fire Protection Association
W.	NFPA	National Forest Products Association
X.	OSHA	Occupational Safety and Health Administration
Y.	PCA	Portland Cement Association or Minnesota Pollution Control Agency (context obvious)
Z.	SSPC	Steel Structures Painting Council
AA.	SWPPP	Storm Water Pollution Prevention Plan
BB.	UBC	Uniform Building Code, International Conference of Building Officials
CC.	UL	Underwriters' Laboratories, Inc.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

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******END OF SECTION******

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SECTION 01 42 19 - REFERENCE STANDARDS

PART 1 - GENERAL

1.1 SUMMARY

A. The references listed in this section are not all inclusive. There may be other references in individual specification sections that are not listed in this Section.

B. Portions of referenced specifications not specifically affected by the supplemented information of modification shall remain in effect as originally written.

C. It is the Contractor's responsibility to have these and all other referenced specifications listed in individual Sections available onsite and to be familiar with them.

1.2 ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE (EJCDC)

A. Documents with the EJCDC copyright notice in the footer are used in this Project Manual under a licensing agreement with EJCDC.

1.3 SOIL DISTURBING ACTIVITIES

A. Minnesota Pollution Control Agency (MPCA) - General Storm Water Permit for Construction Activity (MN R100001) in force at the day of bid: http://www.pca.state.mn.us/water/stormwater/stormwater-c.html

1.4 WATERMAIN, SANITARY SEWER AND STORM SEWER CONSTRUCTION

A. "Construction Standard Specifications 2025" as published by the City Engineers Association of Minnesota: http://www.ceam.org

B. American Water Works Association (AWWA) Standards: http://www.awwa.org/

1.5 GRADING, STREET AND SURFACE IMPROVEMENTS

A. All of Divisions II and III, and any specifically referenced Division I sections of the Minnesota Department of Transportation (MnDOT), "MnDOT Standard Specifications for Construction 2025 edition", together with all the Supplemental Specifications in force 30 calendar days prior to bid date: http://www.dot.state.mn.us/pre-letting/spec/

B. MnDOT Technical Memoranda in force 30 calendar days prior to bid date and referencing the use of English units of measure: http://www.dot.state.mn.us/design/tools/index.html

C. MnDOT Standard Plans: https://www.dot.state.mn.us/design/design-standards/standard-plans.html

D. MnDOT Standard Details: https://www.dot.state.mn.us/design/design-standards/standard-plates.html

E. Whenever the word "Contracting Authority," "Department" or "Owner" is used in the sense of ownership as part of any of the MnDOT Documents, it shall mean Owner as defined in the Agreement.

1.6 TRAFFIC CONTROL

A. The Minnesota Manual of Uniform Traffic Control Devices (MMUTCD) shall apply to this project and is available at: http://www.dot.state.mn.us/trafficeng/publ/mutcd/.

B. The MnDOT's Temporary Traffic Control Zone Layouts Field available at: http://www.dot.state.mn.us/trafficeng/publ/fieldmanual/.

1.7 OTHER

A. Minnesota Public Facilities Authority requirements.

B. Minnesota Rural Water Tracer Wire

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PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.1 CONSTRUCTION

A. The Contractor shall have access to the reference documents at the site at all times during the construction either in paper or digital format.

******END OF SECTION******

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SECTION 01 45 00 - QUALITY CONTROL

PART 1 - GENERAL

1.1 SCOPE OF TESTS

A. All materials, equipment, installation, and workmanship included in this contract, if so required by the Engineer, shall be tested and inspected to prove compliance with the contract requirements.

B. All tests and inspections shall be completed under the direct supervision of a licensed professional engineer. All tests and inspections shall be the responsibility as identified in the individual sections of these specifications and shall be reported directly to the Owner and Engineer.

C. No tests specified herein shall be applied until the item to be tested has been inspected and approval given for the application of such tests.

D. Tests and inspections shall include all those specified in the individual sections and shall be compensated in accordance with the individual sections.

E. Tests and inspection, unless otherwise specified or accepted, shall be in accordance with the recognized standards of the industry.

F. Soil compaction testing performed by the Owner is deemed to be for the convenience of the Owner for documentation of the progress and performance of the work. Soil compaction testing results will be made available to the Contractor. However, the Owner and Engineer make no representations that the number of tests taken will be sufficient to accurately characterize the condition of any trench, and the Contractor shall take any supplemental test it deems necessary to monitor its own performance. The Owner may, at its discretion, eliminate soil and compaction testing on any part or the entire project. The presence or absence of soil and compaction testing or the approval of the results thereof shall in no way reduce the Contractor's obligation to correct trench settlement as described in these Special Provisions.

1.2 FINAL TESTING AND START-UP

A. If, under test, any portion of the work fails to fulfill the contract requirements and is altered, renewed or replaced, tests on that portion so altered, removed, replaced, together with all other portions of the work as are affected thereby, shall, if so required by the Engineer, be repeated within reasonable time and in accordance with the specified conditions and the Contractor shall pay to the Owner all reasonable expenses incurred by the Owner as a result of the carrying out of such tests.

1.3 TESTING AND LABORATORY SERVICES

A. Independent Testing Laboratory

1. Where in the individual sections of this Specification, tests or inspections are required to be furnished by the Contractor by an independent testing laboratory, the Contractor shall employ and arrange for, at its expense, the services of an approved independent testing laboratory satisfactory to the Engineer to perform the testing utilizing recognized standard procedures and criteria.

B. Reports and Certificates

1. The Contractor shall submit reports and certificates of all inspections and test to the Engineer in duplicate. The reports and certificates become the property of the Owner.

C. Sample Materials

1. The Contractor shall furnish all sample materials required for these tests and shall deliver the same without charge to the testing laboratory or other designated agency when and where directed by them.

D. Additional Tests

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1. In addition to those tests required by the individual technical specifications and/or referenced specifications:

   (a) Additional tests required beyond these required under this specification may be ordered by the Engineer to settle disagreements with the Contractor regarding quality of work done. If the work is defective, the Contractor shall pay all costs of the additional tests and shall correct the work. If the work is satisfactory, the Owner will pay for the additional tests.

   (b) The Contractor shall perform pre and post televised inspection of any and/or all sanitary services that are less than 5-feet from the water service being replaced. All deficiencies discovered in the course of such investigation shall be corrected at the Contractor's expense and, the Owner's satisfaction, prior to final payment.

1.4 ENGINEER'S REPRESENTATIVES AND TESTING

A. The Engineer may provide a Resident Project Representative (RPR) to ascertain that the work is accomplished properly and in accordance with the plans and specifications. The RPR shall have full access to the work and shall be given full cooperation. The RPR shall have the authority, subject to the final decision of the Engineer, to reject any defective work or material. The RPR shall have no authority to permit any deviation from the plans and specifications except on written order from the Engineer.

B. The presence of the Engineer or any RPRs, however, shall not relieve the Contractor of the responsibility for the proper execution of the work in accordance with all requirements of the Contract Documents. Compliance is a duty of the Contractor, and said duty shall not be avoided by any act or omission on the part of the Engineer or any RPRs.

1.5 SITE INVESTIGATION AND CONTROL

A. The Contractor shall verify all dimensions in the field and shall check field conditions continuously during construction. The Contractor shall be solely responsible for any inaccuracies built into the work due to his failure to comply with this requirement.

B. The Contractor shall inspect related and appurtenant work and shall report in writing to the Engineer any conditions, which will prevent proper completion of the work. Failure to report any such conditions shall constitute acceptance of all site conditions, and any required removal, repair or replacement caused by unsuitable conditions shall be performed by the Contractor at his sole cost and expense.

1.6 RIGHT OF REJECTION

A. The Engineer, acting for the Owner, shall have the right, at all time and places, to reject any articles or materials to be furnished hereunder which in any respect, fail to meet the requirements of these specifications, regardless of whether the defects in such articles or materials are detected at the point of manufacture or after completion of the work at the site. If the Engineer or RPR, through an oversight or otherwise, has accepted materials or work which is defective or which is contrary to the specifications, such material, no matter in what stage or condition of manufacture, deliver, or erection, may be rejected by the Engineer for the Owner.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

******END OF SECTION******

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SECTION 01 55 26 - TRAFFIC CONTROL

PART 1 - GENERAL

1.1 SUMMARY

A. Traffic Control

1. All traffic control methods shall conform to the provisions of the latest edition of the Minnesota Manual of Uniform Traffic Control Devices (MN MUTCD), including its supplements and Part VI, "Field Manual for Temporary Traffic Control Zone Layouts", the "Guide to Establishing Speed Limits in Highway Work Zones", the Minnesota Flagging Handbook, the provisions of MnDOT 1404 and 1710, the Minnesota Standard Signs Manuals Parts I and II, the Traffic Engineering Manual Chapter 8 Appendixes 8-8.02 and 8-8.03, the Traffic Control Layouts/Typical Traffic Control Layouts in the Plans.

2. The Contractor shall furnish, install, maintain, and remove all traffic control devices including, but not limited to, construction signs, barricades and barricade weights, traffic marking tape, and warning lights which are needed for the guidance, warning, and control of traffic adjacent to and through this project.

3. The Contractor shall provide sufficient surveillance of the traffic control devices to ensure compliance during the entire construction period. The Contractor shall furnish names, addresses, and phone numbers of at least two local individuals capable of immediate response who will be responsible for the site security and traffic control devices to:

   The Engineer
   The Owner
   Local Law Enforcement Agencies

4. The Contractor shall respond with sufficient personnel, equipment and/or materials and conduct the required work or be subject to a $100 per hour deduction from the time of notification for non-attention to project security and safety.

5. The Contractor shall schedule the work to cooperate fully with residential and business property owners abutting the project to minimize the time of restricted access to their property during the construction period. Driveway access to any property adjacent to the construction zone shall be restricted no more than seven days to allow for curing of the concrete curb and driveway pavement.

6. The cost of maintaining vehicular and pedestrian traffic on temporary aggregate surfaced drives, walkways, including the eventual removal of the aggregate material, shall be considered incidental to traffic control.

7. If it is necessary to enter upon a right-of-way controlled by the County or Minnesota Department of Transportation, the Contractor shall notify the appropriate agency before commencing construction within the right-of-way.

8. In the event that any of the above right-of-way require traffic to be detoured around the construction zone, the Contractor shall prepare the detour route with the appropriate Agency representatives. The Contractor shall provide and maintain all signing and other traffic control required. The affected Agency shall be notified by the Contractor before re-routing traffic. Dust control and road maintenance of the by-pass route shall be the Contractor's responsibility.

9. The Contractor shall be responsible for securing a site for storage of construction equipment and materials.

B. General Construction and Traffic Requirements

1. The parking of Contractor's Vehicles that obstruct any traffic control devices will not be permitted.

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1.2 METHOD OF MEASUREMENT AND PAYMENT

A. Traffic Control shall be measured by the LUMP SUM and paid in accordance with the following schedule.

1. Once traffic control has been implemented, 50 percent of the lump sum amount bid will be paid. Subsequent payments will be based on the percentage of the contract work completed.

(a) When 25 percent of the contract is earned, payment will increase to 70 percent.

(b) When 50 percent of the contract is earned, payment will increase to 90 percent.

(c) When 100 percent of the contract is earned, payment will increase to 100 percent.

1.3 SUBMITTALS

A. Traffic Control - Contact information for (2) local individuals.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.1 CONSTRUCTION REQUIREMENTS

A. The Contractor shall notify the Engineer in writing at least 72 hours prior to the start of any construction operation that will necessitate lane closure or internal traffic control signing.

B. The traffic control devices required along the project corridor shall be delivered and installed prior to the start-up of the work.

C. The Contractor shall maintain traffic through the intersections whenever possible.

D. The Contractor shall monitor and maintain all traffic control devices.

E. Immediately respond to requests from the Engineer to improve or correct the traffic control devices.

******END OF SECTION******

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SECTION 01 57 13 - TEMPORARY EROSION AND SEDIMENT CONTROL

PART 1 - GENERAL

1.1 SUMMARY

A. This section covers the furnishing of all labor, materials, tools, equipment, and performances of all work and services necessary or incidental to stormwater management as indicated on the plans, as specified herein or as directed by the Engineer.

B. The Contractor and Owner shall identify a person(s) knowledgeable and experienced in the application of erosion and sediment control BMP's who will oversee the site erosion and sediment control.

1.2 METHOD OF MEASUREMENT AND PAYMENT

A. Erosion Control shall be measured by the LUMP SUM and paid in accordance with the following schedule:

1. When 25 percent of the contract is earned, payment will be 50 percent.
2. When 50 percent of the contract is earned, payment will be 75 percent.
3. When 100 percent of the contract is earned, payment will be 100 percent.

B. The furnishing and installing specific items and/or the performance of work under certain circumstances will not be individually paid in the absence of a specific bid item for the work. The costs will be included in the unit price bid for the associated erosion control and excavation items. Such items of work include but are not limited to:

1. Maintaining clean exit areas or roads from the site.
2. Sweeping adjacent streets clean of excess soil.
3. Cleaning storm sewers, drain tiles, and culverts that have been partially or completely obstructed by sediment that originated from the site.
4. Aggregate to anchor and act as a filter for prefabricated inlet protection devices.
5. Aggregate associated with the construction of temporary sediment traps.
6. Emergency erosion control mobilization.
7. Construction, maintenance, and removal of rock construction entrance.
8. Changing the type of inlet protection for different phases of construction.

C. No additional payment will be made for Erosion Control BMP's necessary to accommodate Contractor phasing or work methods including increased quantities, alternative methods, and turf restoration impacts.

1.3 SPECIFICATION REFERENCES

A. The following referenced Specifications will apply to this Section:

1. MnDOT 2573.
2. MnDOT 2574.
3. MnDOT 2575.
4. MnDOT 1717.

B. Unless noted otherwise, the provisions in this section are in addition to the referenced specification.

1.4 SUBMITTALS

A. No submittals for this section.

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PART 2 - PRODUCTS

2.1 MATERIALS

A. Bale checks will not be used.

B. Where type and rate of seed, fertilizer, and mulch are not designated on the plans or elsewhere in the specifications, the MnDOT Seed Mix and Turf Establishment recommendations for the district where the project is located will apply except that the seeding rate will be 1.5 times the MnDOT indicated rate.

PART 3 - EXECUTION

3.1 GENERAL

A. Construction and/or installation of all appropriate erosion & sediment control devices shall be completed prior to any soil disturbing activities.

B. Prior to construction, the Contractor shall observe and document the existing stormwater outfall system and discharge area. Sediment deposits not documented prior to the construction may be assumed to have originated from the project site and will be required to be removed and disposed by the Contractor.

C. Exit areas and connected roads shall be kept clean of tracking and sediment release from the site. All material will be cleaned up the sooner of within 24 hours of discovery or the end of each business day. Washing or sweeping of material into the storm sewer system will not be allowed.

3.2 CONSTRUCTION REQUIREMENTS

A. The Contractor shall control drainage, erosion, and sediment on the project including haul roads, temporary construction, waste disposal sites, plant, and storage locations, and borrow pits, other than commercially operated sources.

B. If the Contractor fails to install, maintain, and/or perform the appropriate erosion and sediment control practices, as determined by the Engineer, the Engineer may issue a written notice to the Contractor. The Contractor shall correct the cause and alleviate all sediment deposition to the fullest extent possible within the timeframe in the written notice.

C. The Contractor shall be responsible for removing all sediment deposits including, but not limited to, drainage ways, stormwater basins, or catch basins and re-stabilize the areas where sediment removal results in exposed soil. The removal and stabilization shall take place within 7 calendar days of discovery unless precluded by legal, regulatory, or physical access restraints, regardless if a written notice has been issued by the Engineer. If precluded, removal and stabilization must take place within 7 calendar days of obtaining access. The Contractor is responsible for contacting all local, regional, state, and Federal authorities and property owners and obtaining applicable rights of entry, approvals, and/or permits.

D. **A contract deduction will be made equal to the total of all costs incurred by the Owner due to failure of the Contractor to take corrective action within the required timeframe(s). Such costs include but are not limited to labor, materials, equipment, and administrative costs.**

******END OF SECTION******

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SECTION 01 71 13 - MOBILIZATION

PART 1 - GENERAL

1.1 SUMMARY

A. This section covers the mobilization of all labor, materials, tools, equipment and performances of all work and services necessary or incidental to construct the project, including but not limited to, the demobilization associated with closing the project, removing all equipment, removing excess materials, and general clean-up.

1.2 METHOD OF MEASUREMENT AND PAYMENT

A. Mobilization shall be measured by the LUMP SUM and paid according to the following incremental schedule.

1. A minimum of 50 percent will be paid at the first pay application.
2. 70 percent will be paid at the time 25 percent or more of the contract is earned.
3. 90 percent will be paid at the time 50 percent or more of the contract is earned.
4. 100 percent will be paid at the time 100 percent of the contract is earned.

1.3 SPECIFICATION REFERENCES

A. MnDOT 2021 shall apply to this Section.

B. Unless noted otherwise, the provisions in this section are in addition to the referenced specification.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

******END OF SECTION******

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SECTION 01 71 23 - FIELD ENGINEERING

PART 1 - GENERAL

1.1 SUMMARY

A. This section covers staking and record documents, as specified herein, and/or as specified by the Engineer.

1.2 METHOD OF MEASUREMENT AND PAYMENT

A. No direct payment is made for fulfilling the requirements of this section.

1.3 SPECIFICATION REFERENCE

A. The following referenced Specifications will apply to this Section:

1. CEAM 2600.
2. CEAM 2621.

B. Unless noted otherwise, the provisions in this section are in addition to the referenced specification.

1.4 SUBMITTALS

A. Record Documentation, if required in Section 3.2 "Record Documentation" as shown below in this Section.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.1 RECORD DOCUMENTATION

A. RECORD DRAWINGS

1. The Contractor shall maintain at the construction site one complete set of drawings suitably marked to show all deviations from the original set of drawings and other information as specified. Supplementary sketches shall be included, if necessary, to clearly indicate all work as constructed. Sanitary and water service tie-in or stub-out locations must show station and distances left or right of the survey control centerline. Existing sanitary and water service piping material type and size at the tie-in locations must also be noted.
2. The Contractor shall fill out a service record form for each water service and sanitary sewer service connection or stub out. A blank service record form will be supplied by the Engineer to be used by the Contractor. The completed service record forms and photos taken of the services shall be submitted to the Engineer in a digital format and in booklet form.
3. All work shall be clearly shown on record drawings and service record forms in order to ensure that adequate information is indicated to show the actual construction. The complete set of the record drawings shall be submitted to the Engineer prior to submittal of the final Application for Payment. Failure of the Contractor to maintain an up-to-date set of record drawings on the project site will be reason to withhold final payments.

B. CONSTRUCTION PHOTOS

1. The Contractor shall take digital photos during the course of construction using only cameras or smart phones with Global Positioning System (GPS) capabilities. GPS location settings shall be turned on at the time of taking each photo. The quality of the photos submitted must be sufficient to clearly depict the focal points in the photo.

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2. The Contractor shall take photos of all water service and sanitary sewer service connections at the main and at the tie in or stub out locations prior to backfilling the service. The photo must indicate the house address number or lot description of the service location.
3. All photos shall be submitted to the Engineer in a digital format immediately upon completion of the utility installation. The digital properties of the photos, such as date and time taken and GPS coordinates, must be fully intact at the time of submittal. Failure of the Contractor to maintain a set of construction photos will be reason to withhold payments.

******END OF SECTION******

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SECTION 01 77 00 - CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

A. This section provides information necessary to ensure the project is completed satisfactorily, all documentation is in order, and any outstanding issues are addressed before final payment and the beginning of the warranty period.

1.2 REFERENCES

A. 7.12 Record Documents of 00 72 00 - GENERAL CONDITIONS of this project manual.

B. SC-7.12 Record Documents of 00 73 00 - SUPPLEMENTARY CONDITIONS of this project manual.

C. 15.06 Final Payment of 00 72 00 - GENERAL CONDITIONS of this project manual.

D. SC-15.06 Final Payment of 00 73 00 - SUPPLEMENTARY CONDITIONS of this project manual.

E. EXHIBIT A —SOFTWARE REQUIREMENTS FOR ELECTRONIC DOCUMENT EXCHANGE of 00 73 00 - SUPPLEMENTAL CONDITIONS.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.1 RECORD DOCUMENTS

A. Record documents shall be prepared and submitted in accordance with the requirements of the GENERAL CONDITIONS and SUPPLEMENTARY CONDITIONS before application for Final Payment.

3.2 FINAL INSPECTION

A. After the cleaning up of the work, premises, and all other areas and structures connected with the performance of the contract, the work as a whole, will be examined by the Engineer and Owner; and, any workmanship or materials found which do not meet the specified requirements will be identified and included on a punch list given to the Contractor.

B. The Contractor shall, at its own expense, promptly remove, replace, repair, or otherwise correct the deficiencies with good and satisfactory workmanship and material to the satisfaction of the Owner and Engineer.

C. If the Contractor does not satisfactorily remove, replace, repair, or otherwise correct the deficiencies within thirty calendar days after receipt of the punch list, the Owner reserves the right to employ the services of other contractors and/or service organizations to conduct the necessary work and deduct any and all associated costs from final payment to the Contractor. The entry of such other agents on the project to perform this work will not relieve the Contractor from any of its warranty, maintenance, or start-up obligations.

3.3 PROJECT ACCEPTANCE

A. The project will be accepted after the final inspection has been conducted and all settlement, defects, damages, etc., discovered during the previous inspections have been remedied.

3.4 FINAL PAYMENT

A. Final payment will not be made until the Contractor has complied with all requirements of the GENERAL CONDITIONS and SUPPLEMENTARY CONDITIONS of this project manual.

******END OF SECTION******

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TECHNICAL SPECIFICATIONS

for

2026 Lead Service Line Replacement Project

City of Red Wing

Red Wing, MN

SECTION 02 32 19 - EXPLORATORY EXCAVATION

PART 1 - GENERAL

1.1 SUMMARY

A. This section covers the furnishing of all labor, materials, tools, equipment, and performances of all work and services necessary or incidental to conducting a subsurface investigation as shown on the drawings, as specified herein, and/or as specified by the Engineer.

1.2 METHOD OF MEASUREMENT AND PAYMENT

A. Measurement and compensation for the following items will be paid according to the referenced specification or as modified below:

1. The unit price bid for exploratory excavation will include all costs of labor, equipment, and ultimate disposal required to complete the work, as specified.

B. The furnishing and installing of specific items and/or the performance of work under certain circumstances will not be individually paid in the absence of a specific bid item for the work. The costs will be included in the unit price bid for the associated removal and excavation items. Such items of work include but are not limited to:

1. Exploratory excavation without prior authorization and approval by the Engineer.
2. Exploratory excavation to locate and connect to existing pipes unless the Engineer agrees that excavation beyond what could be considered reasonable is required.
3. Materials for re-grouting of inverts.
4. All costs of off-site disposal of excess excavated material and debris including but not limited to hauling, fees, and permits for such disposal.
5. Exploratory excavation if service is lead or if service is galvanized.

1.3 SPECIFICATION REFERENCES

A. The following referenced Specifications will apply to this Section:

1. MnDOT 2123.

B. Unless noted otherwise, the provisions in this section are in addition to the referenced specification.

1.4 SUBMITTALS

A. No submittals for this Section.

PART 2 - PRODUCTS

2.1 MATERIALS

A. No exception to this specification is made.

PART 3 - EXECUTION

3.1 CONSTRUCTION REQUIREMENTS

A. The Contractor shall:

1. Perform underground utility exploration as directed by the Engineer which involves excavation to locate service lines for location and elevation, and material verification.
2. Other work associated with the Project, as directed by the Engineer.

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3. Where exploratory excavation is performed and a service is not replaced, the site will be restored to existing conditions and permanent cover installed.

******END OF SECTION******

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SECTION 02 41 13 - SELECTIVE SITE DEMOLITION

PART 1 - GENERAL

1.1 SUMMARY

A. This section covers the furnishing of all labor, materials, tools, equipment, and performances of all work and services necessary or incidental to the removal of pavement and miscellaneous structures as indicated on the drawings or as specified herein.

1.2 METHOD OF MEASUREMENT AND PAYMENT

A. Measurement and compensation for the following items will be paid according to the referenced specification or as modified below:

1. The unit price bid for removing pavement and miscellaneous structures will include all costs of labor, materials, equipment, and ultimate disposal required to complete the work, as specified.

2. The unit price bid for salvage and reinstall fence shall be paid for by the LINEAR FOOT (LF). Work shall include all labor and materials to salvage and reinstall fence. Materials will vary from site to site. No additional compensation for varying material.

3. The unit price bid for salvage and reinstall retaining wall shall be paid for by the SQUARE FOOT (SF). Work shall include all labor and materials to salvage and reinstall wall. Materials and conditions will vary from site to site. No additional compensation for varying material.

B. The furnishing and installing of specific items and/or the performance of work under certain circumstances will not be individually paid in the absence of a specific bid item for the work. The costs will be included in the unit price bid for the associated removal and excavation items. Such items of work include but are not limited to:

1. Saw cutting bituminous and/or concrete, driveways, sidewalks, pavements, curb & gutter, and other impervious surfaces.

2. Removing storing and reinstalling mailboxes, street/traffic signs, or similar structures which must be moved to construct the project.

3. Off-site disposal of excess excavated material and debris.

4. Removal and off-site disposal of bituminous or concrete, unless designated for salvaging.

5. Removing, salvaging, and storing, or disposing of manhole and catch basin castings.

6. Loading, hauling, stockpiling, and placing as directed (i.e., leveling) designated salvage items to a location directed by the Owner.

7. Fees and permits for the disposal of materials.

8. Removal and disposal of existing sanitary sewer pipe, storm sewer pipe, watermain, and service pipes.

9. Bulkheading the ends of existing pipes designated by the Engineer to be abandoned in place.

10. Protection from damage of structures or other surface improvements that are not to be removed, and subsequent repair and/or replacement if damaged by Contractor operations.

11. Re-sawing bituminous and/or concrete edges as needed to provide straight and vertical edges just prior to constructing new pavement.

1.3 SPECIFICATION REFERENCES

A. The following referenced Specifications will apply to this Section:

1. MnDOT 2104.

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B. Unless noted otherwise, the provisions in this section are in addition to the referenced specification.

1.4 SUBMITTALS

A. No submittals for this section.

PART 2 - PRODUCTS

2.1 MATERIALS

A. No exception to this Section is made.

PART 3 - EXECUTION

3.1 CONSTRUCTION REQUIREMENTS

A. Remove existing bituminous, curb and gutter, walks, drives, steps, and other specified items where shown on the plans and/or required for the construction of the project.

B. Saw cut bituminous and concrete surfaces before excavation, to produce a clean-cut breakage joint.

C. Dispose of all concrete and bituminous removal items, rubbish, and debris outside of the construction zone. It will be the Contractor's responsibility to secure all required permits and pay all fees associated with the disposal of the material and secure the disposal site.

D. Remove existing mailboxes, street/traffic signs, and similar structures that must be removed to construct the project. Restore these facilities to the original location or a location designated by the Owner when work has progressed past the location of the structure.

E. The Contractor shall take full responsibility to protect structures or other surface improvements from damage that are not to be removed. If damage to these facilities occurs due to the construction of the project, the Contractor shall replace or repair them.

F. The Owner will designate which existing hydrants, valves and boxes, manhole castings, and other items removed as part of the construction, are to be salvaged. All other items will be disposed of by the Contractor.

G. All existing watermain, sanitary sewer, and storm sewer pipes being removed and replaced by new improvements will be considered as debris and removed during the construction process.

H. Where existing pipes are to be abandoned in place, the pipe will be filled with sand or flowable fill as noted on the plans. The exposed pipe ends shall be bulkheaded shut with a watertight non-shrink concrete grout at a thickness of not less than one pipe diameter.

I. Saw cut bituminous and concrete surfaces before excavation and just prior to final construction as needed to produce a clean-cut breakage joint.

J. Pipes, fittings, and other apparatus needed for filling abandoned pipelines with sand or flowable fill will be completely removed and capped to 3 foot minimum below the finished surface.

******END OF SECTION******

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SECTION 32 12 01 - FLEXIBLE PAVEMENT PATCHING

PART 1 - GENERAL

1.1 SUMMARY

A. This section covers the furnishing of all labor, materials, tools, equipment and performances of all work and services necessary or incidental to the construction of plant-mixed bituminous surfacing as indicated on the plans or as specified herein.

1.2 METHOD OF MEASUREMENT AND PAYMENT

A. Measurement and compensation for the following items shall be paid according to the referenced specification or as modified below:

1. Payment for **remove and replace bituminous driveway** shall be at the unit price bid per SQUARE FOOT (SF). The amount bid shall include all material and work required to remove and construct the bituminous patch as specified on the plans, including:

(a) Sawcutting, removal and disposal of bituminous pavements.

(b) Common excavation

(c) Subgrade Preparation

(d) Aggregate Base Course

(e) Bituminous Base Course

(f) Bituminous Tack Coat

(g) Bituminous Wearing Course

(h) Constructing clean vertical edges on adjacent asphalt surfaces.

2. The furnishing and installing of specific items and/or the performance of work under certain circumstances shall not be individually paid in the absence of a specific bid item for the work. The costs shall be included in the unit price bid for the associated bituminous patch. Such items of work include but are not limited to:

(a) Vary road sections

1.3 SPECIFICATION REFERENCE

A. MnDOT 2104 shall apply, except as modified herein.

B. MnDOT 2106 shall apply, except as modified herein.

C. MnDOT 2112 shall apply, except as modified herein.

D. MnDOT 2211 shall apply, except as modified herein.

E. MnDOT 2357 shall apply, except as modified herein.

F. MnDOT 2360 shall apply, except as modified herein.

G. Unless noted otherwise, the provisions in this section are in addition to the referenced specification.

1.4 SUBMITTALS

A. Bituminous Mix Design (wear and non-wear).

PART 2 - PRODUCTS

2.1 MATERIALS

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A. Subgrade Preparation

1. No exception to the referenced specification is made.

B. Aggregate Base Course

1. The material to be used shall conform to the requirements for Aggregate Base, Class 5.

C. Bituminous Tack Coat

1. The bituminous material for tack coat shall be CSS-1H.

D. Bituminous Paving Materials

1. Bituminous material and aggregates shall conform to the typical sections shown in the plans.

PART 3 - EXECUTION

3.1 CONSTRUCTION REQUIREMENTS

A. Unless otherwise shown on the typical sections in the plans, the depth and class of aggregate base and bituminous surface to be constructed shall be: see typical sections.

B. The subgrade, aggregate and bituminous base courses of patches whose smallest dimension is less than the width of the compaction equipment shall be hand tamped.

C. The subgrade shall be compacted using Quality Compaction Method.

D. When the Contractor believes subgrade preparation is complete, he shall notify the Engineer for a final examination. If the Engineer requests it, the subgrade shall be test rolled with a fully loaded tandem truck to verify subgrade stability.

E. Aggregate base construction shall take place only after the street subgrade condition and grade has been examined by the Engineer.

F. Cut the adjacent asphalt surface prior to the Construction of the bituminous surface course to obtain a clean, vertical, solid edge.

G. Compaction of the aggregate base courses shall be by the Quality Compaction Method.

H. The bituminous tack coat shall be applied at the rate of 0.08 gallons per SQUARE YARD.

I. The contact surfaces of all fixed structures, the edge of the in-place mixture in all courses at transverse joints, and the wearing course at longitudinal joints shall be given a uniform coating of Liquid Asphalt or Emulsified Asphalt before placing the adjoining mixture. The bituminous material shall be applied by methods that will ensure uniform coating and in no case shall the application be excessive.

J. The bituminous surfacing shall be constructed with maximum deviation of plus or minus ¼-inch from the planned compacted thickness.

K. Compaction of all bituminous mixtures shall be by the Ordinary Compaction Method. A nuclear density meter and operator shall be provided by the Contractor, if requested by the Engineer.

3.2 FIELD QUALITY CONTROL

A. The bituminous mix shall be designed using Contractor Trial Mix Designs. A current MnDOT mix design may be accepted provided it represents the aggregate source and bituminous plant being used for the project, and is approved by the Engineer. No bituminous mixture shall be placed without an approved mix design.

B. Final line and grade of the wearing surface shall not exceed the following tolerances from the adjacent pavement surfaces:

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	Distance Below Adjacent Bituminous Pavement (inch)
City Streets	1/8
County Highways	1/8
State Highways	1/8
Sidewalks	1/8
Parking Areas	1/4

******END OF SECTION******

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SECTION 32 15 00 - AGGREGATE SURFACING

PART 1 - GENERAL

1.1 SUMMARY

A. This section covers the furnishing of all labor, materials, tools, equipment and performances of all work and services necessary or incidental to construct the aggregate surfacing / shouldering as indicated on the drawings or as specified herein.

1.2 METHODS OF MEASUREMENT AND PAYMENT

A. Remove and replace gravel driveway shall be measured and paid at the unit price bid by the SQUARE FOOT (SF). The amount bid shall include salvaging and removing existing gravel, subgrade prep, placement of salvaged or new gravel.

B. Measurement and compensation for the following items shall be paid according to the referenced specification or as modified below:

1. No exception to the referenced specification is made.

C. The furnishing and installing of specific items and/or the performance of work under certain circumstances shall not be individually paid in the absence of a specific bid item for the work. The costs shall be included in the unit price bid for the associated aggregate surfacing items. Such items of work include but are not limited to:

1. Protecting existing improvements and previously accepted in-process improvements from damage.
2. Subgrade excavation, furnishing stabilizing aggregate, geotextile fabric installation, compaction, regrading and/or other efforts necessary to repair the subgrade after satisfying the rolling test and failing to protect the integrity of the subgrade.
3. The cost of all labor, equipment, and materials necessary for meeting the testing requirements of field quality control, if required.
4. Furnishing and installing blue tops for aggregate surfacing.
5. Test rolling of the compacted aggregate surface using a fully loaded tandem axle truck.

1.3 SPECIFICATION REFERENCES

A. MnDOT 2118 shall apply to the construction of aggregate surfacing, except as modified herein.

B. MnDOT 2221 shall apply to the construction of aggregate shouldering, except as modified herein.

C. Unless noted otherwise, the provisions in this section are in addition to the referenced specification.

1.4 SUBMITTALS

A. Provide the following test results for each source of aggregate:

1. Two gradation tests One percent crushing test (only if requested by Engineer).
2. One aggregate quality test (only if requested by Engineer).
3. One aggregate quality test (only if requested by Engineer).

PART 2 - PRODUCTS

2.1 MATERIALS

A. Materials included here consist of new aggregate surfacing, Class 2. If additional rock is used to provide a coarser Class 2 gradation, the added materials must pass the Los Angeles Rattler (L.A.R.) test.

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PART 3 - EXECUTION

3.1 CONSTRUCTION REQUIREMENTS

A. At the end of each day the Contractor shall eliminate surface indentations, including those caused by sheeps foot rollers, tractor tires and tracked equipment, and roll the surface with a steel wheel or rubber tired roller.

B. The depth and class of aggregate surfacing to be constructed shall be as shown on the plans. Aggregate surfacing construction shall take place only after the subgrade or aggregate base condition and grade has been examined by the Engineer.

C. Existing aggregate surfacing shall be salvaged prior to commencing trenching activities and shall be restored after underground construction is completed.

D. Compaction of the aggregate surfacing courses shall be by the Quality Compaction Method.

E. The compacted aggregate surface shall be test rolled using a fully loaded tandem axel truck in a pattern approved by the Engineer. The stability of the compacted aggregate shall be considered adequate when the surface shows less than one ¾-inch of yielding or rutting after one pass, or as otherwise approved by the Engineer. Test rolling shall be incidental.

3.2 SOURCE QUALITY CONTROL

A. The Owner shall arrange for and pay all costs associated with having the following testing performed:

1. One gradation test for each 500 TONS or 275 CUBIC YARDS (CV) of each class of aggregate.

2. One percent crushing test (if required by the Engineer).

3. One aggregate quality test (if required by the Engineer).

B. Samples for testing shall be taken from material in stock at locations approved by the Engineer. All sampling methods shall be approved by the Engineer.

C. The Contractor shall cooperate fully with the individuals performing the tests.

******END OF SECTION******

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SECTION 32 16 14 - CURBS, GUTTERS, AND DRIVEWAYS

PART 1 - GENERAL

1.1 SUMMARY

A. This work consists of constructing cast-in-place concrete curbs, curb and gutter, medians, driveway pavement, pedestrian ramps, and other similar traffic delineation or service items as indicated on the drawings or as specified herein.

1.2 METHOD OF MEASUREMENT AND PAYMENT

A. Measurement and compensation for the following items shall be paid according to the referenced specification or as modified below:

1. Remove and replace curb and gutter shall be measured and paid at the unit price bid by the LINEAR FOOT (LF) The amount bid shall include removal of existing curb, rebar, aggregate base, and constructing new curb matching the style adjacent to the repair.

2. Remove and replace concrete driveway shall be measured and paid at the unit price bid per SQUARE FEET (SF). The amount bid shall include removal of existing pavement, sawcutting, rebar, aggregate base, and constructing new pavement match plan details.

B. The furnishing and installing of specific items and/or the performance of work under certain circumstances shall not be individually paid in the absence of a specific bid item for the work. The costs shall be included in the unit price bid for the associated concrete curb and gutter, and concrete driveway items. Such items of work include, but are not limited to:

1. Aggregate base placed under pavements.

2. Cold weather concrete protection methods and materials required.

3. High early strength concrete.

4. Provide adequate barricades and personnel to protect fresh concrete from pedestrian traffic and graffiti.

5. Provide temporary walkways spanning fresh concrete where required to maintain access into building entrances.

6. Casting and curing concrete compressive test cylinders and the performance of compressive strength tests as specified.

7. Slump and air entrainment testing.

8. Sawcutting

1.3 SPECIFICATION REFERENCES

A. MnDOT 2301.

B. MnDOT 2531.

C. MnDOT 3137.

D. MnDOT Standard Plates.

E. Unless noted otherwise, the provisions in this section are in addition to the referenced specification.

1.4 SUBMITTALS

A. A copy of the certified mix design shall be submitted to the Engineer for review at least seven days prior to the placement of any concrete.

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B. For projects funded using federal, state and/or state-aid funds, MnDOT approved mix design(s) for the aggregate sources being used on this project shall be submitted. MnDOT guidance for submitting a contractor mix design is available at: http://www.dot.state.mn.us/materials/concretemixdesigns.html.

C. For projects not funded using federal, state and/or state-aid funds, either a MnDOT approved mix design or a mix design prepared by an independent certified testing laboratory secured by the Contractor will be accepted.

PART 2 - PRODUCTS

2.1 MATERIAL

A. Adjust class and composition of coarse aggregate material in the mixture to comply with 3.2.B.

B. The coarse aggregate designation shall be ASTM #67* from MnDOT Table 3137.2-4.

PART 3 - EXECUTION

3.1 CONSTRUCTION REQUIREMENTS

A. The use of dimensional lumber as forms is permitted if the dimension of the lumber is within ½-inch of the specified dimension of the finished concrete.

B. The width of all driveways shall be established in the field by the project Engineer or Owner.

C. The joints in the driveway pavement shall match with the sidewalk and curb control joints. The Contractor shall be fully responsible for proper jointing patterns. Mismatched jointing will require removal and replacement of components in order to achieve the desired results. All removal and replacement of rejected construction shall be at the Contractor's expense.

D. The tooling tolerances as outlined in MnDOT 2531 for surface uniformity, alignment and jointing shall be reviewed by the Contractor prior to the construction. Defects found during examinations will require the Contractor to remove and replace those areas. No deduction in unit price will be acceptable to satisfy defective areas found.

E. Backfill along exposed edges of slabs and/or behind the curb with selected salvage material from the excavation to the elevation shown on the design detail plate.

F. The Contractor shall imprint the concrete curb at the locations of the utility service locations if indicated and in accordance with the plans.

G. When the pavement is placed directly on natural subgrade, earth check dams shall be constructed immediately after passage of the slip forms or removal of the forms to prevent water from flowing along the edge of the pavement and undermining the concrete. They shall not be spaced or be of a width to provide an approach over which a vehicle may be driven onto the pavement.

3.2 FIELD QUALITY CONTROL

A. Testing

1. The Owner may conduct various material tests throughout the construction to determine conformance with these specifications, including but not limited to:

   (a) Air and slump cone tests.

   (b) Beam and cylinder testing.

2. The Contractor's shall cooperate with the individuals conducting the testing operations.

B. Warranty Period

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1. During the warranty period indicated in the Supplementary Conditions, necessary repairs shall include but not be limited to defects in concrete and workmanship such as cracking, pop-outs, spalling, improper joint placement, and settlement.

******END OF SECTION******

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SECTION 32 16 23.13 - CONCRETE WALKS

PART 1 - GENERAL

1.1 SUMMARY

A. This work consists of constructing concrete or bituminous walks.

1.2 METHOD OF MEASUREMENT AND PAYMENT

A. Measurement and compensation for the following items shall be paid according to the referenced specification or as modified below:

1. Payment for removing and replacing concrete sidewalk shall be measured and paid per SQUARE FOOT (SF) at the unit price bid in the Schedule of Unit Prices, complete and in place. The amount bid shall include all material and work required to remove and replace the concrete walk specified including but not limited to:

(a) Sawcutting, removing and disposing of concrete walk.

(b) Subgrade preparation

(c) Aggregate base

(d) Furnishing & installing tie bars to integrate the patch into the concrete pavement

(e) Furnishing & installing concrete of specified depth

2. Remove and replace concrete step shall be measured and paid by EACH. The amount bid shall include all material and work required to remove and replace steps including but not limited to:

(a) Sawcutting, removing and disposing of concrete/old steps

(b) Aggregate base

(c) Number of step risers

(d) Railing if it currently exists

B. The furnishing and installing of specific items and/or the performance of work under certain circumstances shall not be individually paid in the absence of a specific bid item for the work. The costs shall be included in the unit price bid for the associated walks - concrete items. Such items of work include but are not limited to:

1. Cold weather concrete protection methods and materials required.

2. Provide adequate barricades and personnel to protect fresh concrete from pedestrian traffic and graffiti.

3. Provide temporary walk ways spanning fresh concrete where required to maintain access into building entrances.

4. Use of high early strength concrete.

5. Sawcutting

1.3 SPECIFICATIONS REFERENCES

A. MnDOT 2521 shall apply to the construction of concrete walks, except as modified herein.

B. MnDOT 3137 shall apply, except as modified herein.

C. MnDOT Standard Plates.

D. Unless noted otherwise, the provisions in this section are in addition to the referenced specification.

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1.4 SUBMITTALS

A. A copy of the certified mix design shall be submitted to the engineer for review at least seven days prior to the placement of any concrete.

B. For projects funded using federal, state and/or state-aid funds, MnDOT approved mix design(s) for the aggregate sources being used on this project shall be submitted. MnDOT guidance for submitting a contractor mix design is available at: http://www.dot.state.mn.us/materials/concretemixdesigns.html.

C. For projects not funded using federal, state and/or state-aid funds the mix design may be determined by an independent certified testing laboratory secured by the Contractor.

PART 2 - PRODUCTS

2.1 MATERIALS

A. CONCRETE

1. Adjust class and composition of coarse aggregate material in the mixture to comply with 3.2.B.

2. The coarse aggregate designation shall be ASTM #67* from MnDOT Table 3137.2-4.

B. The foundation materials shall be in accordance with the plans.

PART 3 - EXECUTION

3.1 CONSTRUCTION REQUIREMENTS

A. The use of dimensional lumber as forms is permitted if the dimension of the lumber is within ½-inch of the specified dimension of the finished concrete.

B. When the pavement is placed directly on natural subgrade, earth check dams shall be constructed immediately after passage of the slip forms or removal of the forms to prevent water from flowing along the edge of the pavement and undermining the concrete. They shall not be constructed to provide an approach over which a vehicle may be driven onto the pavement.

3.2 FIELD QUALITY CONTROL

A. Testing

1. The Owner may conduct various material tests throughout the construction to determine conformance with these specifications, including but not limited to:

(a) Air and slump cone tests.

(b) Beam and cylinder testing.

2. The Contractor's shall cooperate with the individuals conducting the testing operations.

B. Warranty Period

1. During the warranty period indicated in the Supplementary Conditions, necessary repairs shall include but not be limited to defects in concrete and workmanship such as cracking, pop-outs, spalling, improper joint placement, and settlement.

******END OF SECTION******

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SECTION 32 92 00 - TURF AND GRASSES

PART 1 - GENERAL

1.1 SUMMARY

A. This section covers the furnishing of all labor, materials, tools, equipment and performances of all work and services necessary or incidental to turf restoration as indicated on the drawings or as specified herein.

B. Temporary seeding may be necessary during construction in erosion sensitive areas. The Contractor shall do temporary seeding work as specified herein or as directed by the Engineer.

1.2 METHOD OF MEASUREMENT AND PAYMENT

A. Measurement and compensation for the following items shall be paid according to the referenced specification or as modified below:

1. Payment for Site Restoration shall be paid for by the EACH. This work shall include salvage topsoil, excavating 6-inches below the finished grade, placement of salvaged or imported topsoil, landscaping materials required to match existing, salvage and reinstall landscape edging or replacement of edging if damaged, cost for furnishing and placing the seed mixture, fertilizer and stabilizing cover as specified.

B. The furnishing and installing specific items and/or the performance of work under certain circumstances shall not be individually paid in the absence of a specific bid item for the work. The costs shall be included in the unit price bid for the associated seeding and sodding items. Such items of work include but are not limited to:

1. Application of starter fertilizer on all areas to be sodded shall be included in the price bid for sodding.

2. Subgrade preparation and topsoil placement as required on all areas shown on the plans.

3. Maintenance of newly seeded areas, as specified, include in the unit price for the associated items.

1.3 SPECIFICATION REFERENCES

A. The following referenced Specifications will apply to this Section:

1. MnDOT 2574.

2. MnDOT 2575.

3. MnDOT 3876.

4. MnDOT 3877.

5. MnDOT 3878.

6. MnDOT 3881.

7. MnDOT 3882.

8. MnDOT 3884.

9. MnDOT 3885.

B. Unless noted otherwise, the provisions in this section are in addition to the referenced specification.

1.4 SUBMITTALS

A. Seeding - Certificates of Compliance for seed mixture.

PART 2 - PRODUCTS

2.1 MATERIALS

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A. Seeding

1. Seed mix shall be Residential Turfgrass, applied at 300 lbs/acre.
2. Fertilizer shall be Type 3, 22-5-10, applied at 350 lbs/acre.
3. Stabilizing cover for slopes less than 4:1 shall be Hydro Mulch Matrix, applied at 2,500 lbs/acre.
4. Stabilizing cover for slopes greater than 4:1 shall be Erosion Control Blanket Category 0 in compliance with MnDOT 3885.

B. Imported Topsoil

1. Unless otherwise indicated on the plans, imported topsoil borrow for general use as a turf growing medium shall comply with MnDOT 3877.2.A.
2. Unless otherwise indicated on the plans, imported topsoil borrow for use as a plant growing medium in designated areas such as landscape beds shall meet the requirements of MnDOT 3877.2.B.

PART 3 - EXECUTION

3.1 CONSTRUCTION REQUIREMENTS

A. GENERAL

1. The subgrade shall be shaped to the approximate contour of the finished surface. All construction debris shall be removed from the area prior to the placement of the topsoil. The subgrade shall be loosened with a disc or harrow to a depth of 6.0-inches prior to application of the topsoil.
2. The topsoil shall be shaped to the approximate contour of the finished surface, with a minimum depth of 6.0-inches, unless otherwise shown on the plan. All construction debris, rocks and trash shall be removed from the area prior to seeding or sodding. The topsoil shall be loosened with a disc or harrow to its full depth prior to seeding or sodding.
3. The Contractor shall be responsible for providing water and maintenance for a period of 30 calendar days, or until final acceptance by the Owner, to firmly establish the seed or sod. The term maintenance includes mowing, weed control and watering, as necessary. Failure to perform this work within 24-hours of notification of non-compliance may result in the Owner or Engineer arranging for completion of the work by others. A contract deduction will be made equal to the total of all costs to perform such work so arranged, including but not limited to, labor, materials, equipment, and administrative costs.
4. Where dormant seeding or sodding is authorized, the maintenance period will be extended to include the first 30 calendar days after the beginning of the growing season. The beginning of growing season will be defined as bud burst.

B. SEEDING REQUIREMENTS

1. Turf establishment by seeding shall be done utilizing the various combinations of seed mixtures (including aquatic plants), fertilizing, and mulching at disturbed areas as shown on the plans.
2. Areas prepared for seeding shall be free of rocks, debris, and clumps of soil. The areas shall be graded uniformly, and vegetated areas shall be raked free of chunks exceeding ½-inch diameter.
3. Seed shall be applied with a drill seeder, unless otherwise approved by the Owner.
4. The Contractor shall furnish weight tickets documenting pounds of hydraulic soil stabilizer placed, pounds of fertilizer placed, and pounds of seed placed. The seed tickets shall show individual plant species along with the percent purity and percent germination. The fertilizer tickets shall show mix proportions. The Contractor shall also furnish its QA/QC data to the Engineer.

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5. Dormant seeding and snow seeding may be utilized in accordance with the referenced specification and technical memorandum, provided the final acceptance standards are met.
6. Final acceptance of seeding will be based on an established growth of 6.0-inches with a uniform density to cover 70 percent of the designated area, free of weeds and bare spots. Any re-seeding necessary shall be performed at the Contractor's expense.

******END OF SECTION******

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SECTION 33 01 30.12 - CLEANING AND TELEVISION INSPECTION OF SEWERS

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes sanitary sewer cleaning, televising and inspection of pipe, fittings, and miscellaneous appurtenances.

1.2 METHOD OF MEASUREMENT AND PAYMENT

A. Payment for televise sanitary service shall be by the EACH and include pre and post televising of sanitary service, locating service, cleaning service, and any other work related to televising.

B. The furnishing and installing of specific items and/or the performance of work under certain circumstances will not be individually paid in the absence of a specific bid item for the work. All costs will be included in the bid. Such items of work include but are not limited to:

1. Bypass pumping.
2. Notices to the impacted property owners.
3. Disposal fees.

1.3 SPECIFICATION REFERENCES

A. No references for this section.

1.4 SUBMITTALS

A. Televising Video (Pre and Post).

B. A summary report which includes a table showing the following information:

1. Property address.
2. Date of televising.
3. File names for video, report, and images associated with each address.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.1 NOTIFICATIONS TO PROPERTY OWNERS

A. The Owner shall coordinate and distribute any required public notices.

3.2 SANITARY SEWER CLEANING

A. Cleaning Equipment

1. Hydraulically propelled equipment.

(a) Equipment will be of a movable dam type and be constructed in such a way that a portion of the dam may be collapse at any time during the cleaning operations to protect against flooding of the sewer.

(b) The movable dam will be equal in diameter to the pipe being cleaned and will provide a flexible scraper around the outer periphery to insure removal of grease.

(c) If sewer cleaning balls or other equipment which cannot be collapsed is used, special precautions to prevent flooding of the sewers and public or private property will be taken.

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2. High-Velocity Jet (Hydro cleaning) Equipment.

   (a) All high-velocity sewer cleaning equipment will be constructed for ease and safety of operation.

   (b) The equipment will have a selection of two or more high-velocity nozzles.

   (c) The nozzles will be capable of producing a scouring action from 15 to 45 degrees in all size lines designated to be cleaned.

   (d) Equipment will include a high-velocity gun for washing and scouring manhole walls and floor.

   (e) The gun will be capable of producing flows from a fin spray to a solid stream.

   (f) The equipment will carry its own water tank, auxiliary engines, pumps, and hydraulically driven hose reel.

3. Mechanically Powered Equipment

   (a) Bucket machines will be in pairs with sufficient power to perform the work in an efficient manner.

   (b) Machines will be belt operated or have an overload device.

   (c) Machines with direct drive that could cause damage to the pipe are not permitted.

   (d) A power rodding machine will be either a sectional or continuous rod type capable of holding a minimum of 750.0-feet of rod.

   (e) The rod will be specifically heat-treated steel.

   (f) The machine will be fully enclosed and have an automatic safety clutch or relief valve.

B. Cleaning Precautions

1. During sewer cleaning operations, satisfactory precautions will be taken in the use of cleaning equipment.

2. When hydraulically propelled cleaning tools or tools which retard the flow in the sewer lines are used, precautions will be taken to ensure that the water pressure created does not damage or cause flooding of public or private property being served by the sewer. Contractor will be fully responsible for any property damage caused by the cleaning operations.

3. When possible, the flow of sewage will be utilized to provide the necessary pressure for hydraulic cleaning devised.

4. No fire hydrant will be obstructed in case of a fire in the area served by the hydrant.

C. Sewer Cleaning

1. The cleaning of the sewer lines will begin upstream and work downstream.

2. The sewer manhole sections will be cleaned using hydraulically propelled, high-velocity jet or mechanically powered equipment. Selection of the equipment will be based on the conditions of lines at the time the work commences.

3. The equipment will be capable of removing dirt, grease, rocks, sand and other materials and obstructions from the sewer lines and manholes.

4. If cleaning of an entire section cannot be successfully performed from one manhole, the equipment will be set up on the other manhole and cleaning will be attempted again.

5. If successful cleaning from both manholes cannot be completed, Contractor will contact the Engineer.

D. Root Removal

1. Roots will be removed completely where root intrusion is a problem.

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2. Any roots which could inhibit the proposed construction will be removed.

E. Material Removal

1. All sludge, dirt, sand, rocks, grease and other solids or semisolid material resulting from cleaning operations will be removed at the downstream manhole of the section being cleaned.

2. Passing material from manhole section to manhole section, which could cause line stoppages, accumulation of sand in wet wells, or damage to pumping equipment, will not be permitted.

F. Disposal of Material

1. All solids or semisolids resulting from the cleaning operations will be removed from the site and disposed of at a site secured by Contractor.

2. All materials will be removed from the site no less often than at the end of each workday. Under no circumstances will Contractor be allowed to accumulate debris on the site of work.

3.3 EXAMINATION

A. Commence televising only when pipe and structures are clean and free of dirt or other foreign matter.

3.4 SANITARY SEWER TELEVISING

A. General

1. Televising will be performed on the sanitary service lines that are found to be within 5-feet of the water service to be replaced.

2. Camera - The camera will be a self-propelled unit providing color video with the ability to tilt up and down and pan left to right. The camera lens will be capable of turning and looking up each wye or service tap to a minimum distance of the first fitting of the service pipe. The camera is to provide color video and still photographs of any defect.

3. Rate - The televising will be conducted at a rate not to exceed 30.0-feet per minute.

B. Line Requirements

1. All lines will be jetted and vacuumed so that all debris has been removed prior to televising.

2. A small quantity of water is to be introduced into the line prior to televising. Amount will be determined by the Engineer and coordinated with the Owner's Water and Sewer Department. The amount of water will be sufficient enough to distinguish any sags or alignment problems with the pipe.

C. Review

1. All television reports and videos will be reviewed after the submittal is received.

D. Video and Reporting Format

1. All televising videos and reports shall be uploaded to a USB flash drive.

2. Video files shall be viewable without the use of specialty software.

3. Report files shall be in .pdf format, viewable using standard Adobe or Bluebeam software.

4. File Naming

(a) The Contractor will be provided with a map.

(b) All files shall be named using the property address.

******END OF SECTION******

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SECTION 33 05 06 - TRENCHING AND BACKFILLING

PART 1 - GENERAL

1.1 SUMMARY

A. This section covers the furnishing of all labor, materials, tools, equipment, and performances of all work and services necessary or incidental to the maintenance of utility service, trench excavation, bedding, and backfill necessary for the construction of underground utilities and structures, as indicated on the drawings or as specified herein.

1.2 DEFINITIONS

A. Excess Material - Material that is not needed to complete the earthwork balance.

B. Suitable Material - Sand, silty sand, or low plasticity clay soils with no organic content. The Engineer shall make the final determination as to what material will be considered suitable.

C. Unsuitable Material - Soil with organic content including topsoil, swamp deposits, peat, muck, or other material deemed by the Engineer to be unsuitable for fill or embankment construction.

D. Flexible Pipe Materials - For this specification section, flexible pipe materials will include the following:

1. Polyvinyl chloride (PVC) pipe - solid wall and profile wall pipe.
2. Polypropylene profile wall pipe.
3. High-density polyethylene pipe - solid wall and profile wall pipe.
4. Corrugated steel or aluminum pipe.
5. Centrifugally cast glass-fiber-reinforced, polymer mortar (CCFRPM) pipe.

1.3 METHOD OF MEASUREMENT AND PAYMENT

A. Measurement and compensation for the following items will be paid according to the referenced specification or as modified below:

1. Items specifically identified in the Schedule of Unit Prices will be compensated following the description of measurement and payment contained in the section applicable to the individual item. No direct compensation will be granted for compliance with the provisions contained herein.

B. Rock Excavation

1. Measurement and payment for Rock Excavation will be by the CUBIC YARD. See plan details for limits.
2. Rock excavation shall be defined to include all hard, solid rock in ledge formation, bedded deposits and unstratified masses; all natural conglomerate deposits so firmly cemented as to present all the characteristics of solid rock; and any boulder stone, masonry or concrete fragments exceeding one (1) cubic yard in volume. Materials such as shale, hard pan, soft or disintegrated rock which, in the opinion of the Engineer, can be dislodged with a hand pick or removed with a power operated excavator (backhoe bucket) will be not classified as Rock Excavation.
3. The amount bid will be compensation in full for all costs of excavating, removing, and disposing of, if necessary, all rock materials encountered in the course of trench excavation.
4. In addition, the cost will include granular backfill material to replace the rock material excavated. However, existing rock material under 4.0-inches in diameter may be used for backfill.

C. The furnishing and installing of specific items and/or the performance of work under certain circumstances will not be individually paid in the absence of a specific bid item for the work. The costs will be included in

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the unit price bid for the individual pipeline items associated with the stated specific item or work effort. Such items of work include but are not limited to:

1. Interference with other above and underground structures and utilities.
2. The removal and restoration, or protection of existing structures and utilities that are shown on the plans and for which there is no bid item for removing and restoring or working around the utility.
3. Unless separately itemized in the Schedule of Unit Prices, any dewatering is necessary for construction.
4. Foundation materials placed instead of performing necessary dewatering.
5. Bulkheading of existing pipes to be abandoned in place.
6. Granular foundation, granular bedding, and granular encasement materials.
7. Granular foundation materials used instead of bedding materials in the specified bedding zone, where specified.
8. Granular foundation materials used in unstable trench conditions.
9. The removal and disposal of native materials that are unsuitable for bedding and/or backfill.
10. Providing and maintaining utility service.
11. The replacement of all material displaced due to shrinkage or loss during the excavation and backfilling operations.
12. The removal of excess materials above the original topography resulting from the additional volume created from pipe bedding, utility pipe, and/or underground structures.
13. Delays due to other utility conflicts that result during construction.
14. Protecting existing improvements and previously accepted elements of this construction from damage.
15. Protecting the inverts of other utility pipes from the accumulation of debris and soil, the removal of blockages that threaten to damage property, and/or the cleaning of both the newly constructed lines and the existing lines of all debris and soil that accumulated during the construction.
16. The use of special construction techniques such as trench boxes, sheeting, shoring, etc., will be included in the price bid for the associated items being installed.
17. Compaction testing and compaction, if required, will be included in the price bid for the associated items being installed.

1.4 SPECIFICATION REFERENCES

A. CEAM 2600 will apply, except as modified herein.

B. MnDOT 2451 will apply, except as modified herein.

C. Unless noted otherwise, the provisions in this section are in addition to the referenced specification.

1.5 SUBMITTALS

A. Gradation Test Results for any granular borrow materials.

PART 2 - PRODUCTS

2.1 GRANULAR MATERIALS

A. Granular Bedding and Granular Encasement - No exception to the referenced specification is made.

B. Granular Backfill - No exception to the referenced specification is made.

PART 3 - EXECUTION

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3.1 EXCAVATION AND PREPARATION OF TRENCH

A. Interference and Protection of Underground Structures

1. If an existing utility is shown on the plans and there is no bid item for removing and restoring, or working around the utility, the Contractor shall be required to remove and restore, or protect the utility.

2. The inverts of existing sewers (storm and sanitary), culverts, subdrains, etc. will be protected during construction. The Contractor is responsible to inspect and clean, if necessary, all lines which have become compromised by the construction operations.

B. Excavation Limits and Requirements

1. The trench for all flexible pipe will be undercut 6.0-inches below the pipe barrel to permit the installation of granular bedding or foundation material.

2. The trench for all rigid pipe will be undercut 3.0-inches below the pipe barrel, or as shown in the bedding detail, to permit the installation of granular bedding or foundation material.

3. The Contractor shall install and operate a dewatering system to maintain all trenches free of water wherever necessary. The Contractor shall make their subsurface investigations and determine what dewatering methods to utilize to prevent such damage.

4. The Contractor shall be responsible for any damage to adjacent structures or buildings caused by the dewatering operations.

5. Use of granular foundation material in place of performing dewatering is permitted.

6. All excess excavated material will become the property of the Contractor and will be removed from the site and disposed of at a location secured by the Contractor.

3.2 INSTALLATION OF PIPE AND FITTINGS

A. The Contractor shall keep accurate records as to the location of the service connections, field tile, utility crossings, etc. either constructed or encountered during the construction. Measurements to service lines will be taken from the two nearest permanent structures (i.e., hydrants, valves, manholes, buildings). Final payment for the project will not be made until the information is in the possession of the Owner.

3.3 BEDDING AND BACKFILLING OPERATIONS

A. Backfill material around all manholes, catch basins, valve boxes, curb boxes, and hydrants will be compacted with hand machines. The maximum lift thickness will be 6.0-inches.

B. Flexible Pipe Materials

1. Unless otherwise shown on the plans, the pipe will be bedded and backfilled with granular material compacted to 95 percent Standard Proctor Density or as recommended by the pipe manufacturer, whichever is denser, from 6.0-inches below the bottom of the pipe to 12.0-inches above the top of the pipe the full width of the trench. The Contractor shall bed and backfill the pipe as shown on the plan details.

2. Where the trench foundation is unstable and not suitable for bedding, the trench will be undercut until acceptable conditions are found. The Contractor shall then install compacted foundation material to meet the line and grade specified on the plan.

3. Unless otherwise shown on the plans, select native material will be used as a trench backfill above the granular bedding up to the bottom of the subgrade except in those conditions where the top of the pipe is less than 12.0-inches from the bottom of the subgrade in which case granular material compacted to 100 percent Standard Proctor Density will be used as trench backfill the full width of the trench to the bottom of the subgrade excavation zone.

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C. All trench backfill will be compacted in accordance with the Specified Density Method.

1. Under areas with proposed paved or structural improvements:

(a) 100 percent Standard Proctor from the proposed pavement subgrade elevation down 3.0-feet.

(b) 95 percent Standard Proctor from the bottom of excavation up to 3.0-feet below the subgrade elevation.

2. Under areas with no proposed paved or structural improvements:

(a) 95 percent Standard Proctor

3.4 SOURCE QUALITY CONTROL

A. The Owner may arrange for having the following testing performed:

1. One gradation test per every 500 TONS or 275 CUBIC YARDS (CV) of granular materials.

3.5 FIELD QUALITY CONTROL

A. The Owner may arrange for having the following testing performed:

1. One compaction test (including Standard Proctor) on backfill for 5-10 percent of the work sites with street excavation.

B. The Contractor shall cooperate fully with the individuals performing the tests.

C. Samples for testing will be taken from material in place, in the trench at locations approved by the Engineer. All sampling methods will be approved by the Engineer.

D. Should any of the specified tests fail, the Contractor may arrange and pay for additional tests as may be necessary to satisfy the Engineer that the requirements have been met.

******END OF SECTION******

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SECTION 33 14 00 - WATER UTILITY TRANSMISSION AND DISTRIBUTION

PART 1 - GENERAL

1.1 SUMMARY

A. This section covers the furnishing of all labor, materials, tools, equipment, and performances of all work and services necessary or incidental to watermain and service line construction as indicated on the drawings or as specified herein.

1.2 METHOD OF MEASUREMENT AND PAYMENT

A. Measurement and compensation for the following items will be paid according to the referenced specification or as modified below:

1. Watermain

(a) No exception to the referenced specification is made.

2. Hydrants

(a) No exception to the referenced specification is made.

3. Hydrant Extensions

(a) Hydrant extensions will be measured and paid per each of the lengths as specified in the Schedule of Unit Prices, complete and in place, at the appropriate unit price bid.

4. Valves and Valve Boxes

(a) No exception to the referenced specification is made.

5. Fittings

(a) Unless otherwise noted on the plans, watermain fittings will be measured by the pound without joint accessories. The standard weight of watermain fittings, for payment purposes, will be as follows:

Bends, Caps, Plugs & Sleeves							
	Fitting Weights, lbs. (AWWA C153)						
	Bends - MJ x MJ, (degrees)				Caps	Plugs	Sleeves[1]
Size	90	45	22.5	11.25	MJ x MJ	MJ x MJ	MJ x MJ
3	19	16	15	14	8	8	17
4	25	22	18	16	9	10	20
6	39	32	31	30	15	16	29
8	57	46	42	38	22	26	45
10	83	70	64	58	32	36	61
12	115	98	80	72	42	46	76
[1]Weights are based on the use of long sleeves.							

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Tees, Crosses & Reducers				
		Fitting Weights, lbs. (AWWA C153)		
Run Large	Branch Small	Tee MJ x MJ	Cross MJ x MJ	Reducers MJ x MJ
4	4	32	40	-
6	4	46	52	24
6	6	56	68	-
8	4	60	68	32
8	6	72	84	36
8	8	86	105	-
10	4	78	84	46
10	6	90	100	47
10	8	105	119	50
10	10	114	133	-
12	4	94	103	58
12	6	110	121	58
12	8	125	139	57
12	10	140	161	61
12	12	160	182	-

(b) The weight for fittings not listed in the tables above will be in accordance with AWWA C153. Discrepancies between the weights listed above and AWWA C153 shall be resolved using the weights listed in AWWA C153. The weight for fittings not listed in the tables above or in AWWA C153 will be the actual weight of the fitting(s) furnished and installed based on acceptable documentation provided by the Contractor.

6. Corporation Stops & Curb Stops

   (a) No exception to the referenced specification is made.

7. Water Service Lines

   (a) The quantities for water service line items shown in the proposal are approximate. Since the extent of service line work that will be required is unknown, the Owner reserves the right to increase or decrease the quantities by any amount with no adjustment in unit price.

   (b) Lead service lines encountered shall be replaced to the meter inside the house. Any work performed inside the house shall be performed by a licensed plumber. The number of lead service lines are unknown. The Owner reserves the right to increase or decrease the quantities by any amount with no adjustment in unit price. The Contractor shall notify the Engineer once a lead service is found. Engineer and Contractor will determine best method for replacement. Right of Entry form must be signed by the property owner prior to replacing water service on private property.

   (c) 1-inch water service shall be measured and paid for by the LINEAR FOOT. The Owner reserves the right to increase or decrease the quantities by any amount with no adjustment in unit price.

      (1) Bid item used for open cut, directional drilled, or pull methods.

      (2) Fittings and couplers are incidental to pipe.

      (3) Length of pipe paid to meter location. Rerouting of meter may be necessary pending pipe lengths.

8. Connect to Existing Water Service (Private)

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(a) Measurement and payment for connect to existing water service - private shall be at the unit price bid per EACH and shall include work and materials required for locating and connecting to the water service line inside the home up to the meter. All work inside the house shall be performed by a licensed plumber. The following methods may apply and will be determined in the field. Restoration for either of these options shall be incidental to bid item.

(1) Puncture line through the foundation wall.

(2) Remove and replace floor.

(b) Restoration for either of these two options shall be incidental to bid item and shall include the following at a minimum.

(1) Carefully removing existing flooring material to allow for reinstallation by homeowner.

(2) Patching of concrete floor.

(3) Patching and waterproofing of foundation wall.

(4) Cleaning of site upon completion of work.

(c) Interior finish work such as woodwork, tiling, carpeting, drywall, and painting is not part of this contract. However, the Contractor shall remove such items in a clean and careful manner.

9. Plumber (Private)

(a) Measurement and payment for plumber shall be at the unit price bid per EACH and shall include work and materials required for connecting the end of the water service line inside the home to the meter. This work must be performed by a licensed plumber.

10. Electrician (Private)

(a) Measurement and payment for electrician shall be at the unit price bid per EACH and shall include work and materials required for reestablishing a new ground connection meeting current electrical codes. This will only apply when the existing ground is connected to existing water service. This work must be performed by a licensed electrician.

11. Water Pitcher and Filter (Private)

(a) An approved water pitcher and three filters shall be furnished for each residence that had a lead service replaced. The water pitcher and three filters must meet NSF/ANSI Standard 53, and will be paid for at the unit price bid per EACH.

12. Polystyrene Insulation (2-inch thickness)

(a) Polystyrene insulation will be measured by the SQUARE YARD in place and will be paid at the unit price bid.

(b) Where 4-inch insulation is called out, quantity for 2-inch insulation will be doubled.

(c) Since the extent of insulation work that will be required is unknown, the Owner reserves the right to increase or decrease the quantities by any amount with no adjustment in unit price.

13. Casting assembly special (curb stop and box) shall be at the unit price bid EACH.

14. Connect to existing curb stop box shall be at the unit price bid per EACH and shall include work and materials required for protecting and salvaging curb stop and box, connecting new 1-inch PE pipe to curb stop, and any necessary fittings.

B. The furnishing and installing of specific items and/or the performance of work under certain circumstances will not be individually paid in the absence of a specific bid item for the work. The costs will be included in the unit price bid for the water system items, as indicated. Such items of work include but are not limited to:

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1. Furnishing and installing underground utility location system.
2. The furnishing and installing polyethylene encasement material will be included in the price bid for the watermain.
3. Concrete blocking or metal ties will be included in the price bid for the watermain.
4. Valve umbrella anchorage assembly will be included in the unit price bid for valves.
5. Locating and connecting to an existing watermain or a hydrant will be included in the price bid for the watermain.
6. Locating and connecting to an existing water service line will be included in the price bid for the watermain.
7. Compaction, hydrostatic, leakage, disinfecting, coliform bacteria, and conductivity testing will be included in the price bid for the watermain.
8. Furnishing and installing thrust block, tie rods, joint restraints, and sacrificial zinc anode caps as shown on the plans and as specified.
9. Turning hydrant heads to a location as directed by the Engineer will be included in the price bid for hydrants.
10. If a separate bid item for temporary water service is NOT included in the Schedule of Unit Prices, providing continuous temporary water service to affected users will be included in the price bid for the connect to existing water service - private.

1.3 SPECIFICATION REFERENCES

A. The following referenced Specifications will apply to this Section:
1. ANSI/AWWA C550 and C116/A21.16
2. ASTM D1248
3. ASTM D1784
4. ASTM D2513
5. ASTM D3261
6. ASTM D3350
7. ASTM D2412
8. ASTM D3034
9. AWWA C651
10. AWWA C900
11. AWWA C906
12. CEAM 2611

B. Unless noted otherwise, the provisions in this section are in addition to the referenced specification.

1.4 SUBMITTALS

A. Work plan for temporary water service.

B. Watermain and Water Service Lines
1. Pipe & fittings - Certificates of Compliance.
2. Corporation stops, saddles, curb stops, curb boxes, PE pipe - Certificates of Compliance.

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PART 2 - PRODUCTS

2.1 THREADED ITEMS

A. All threaded items furnished under this contract, including but not limited to mechanical joint connectors, flanged joint connectors, mainline valves, saddles, corporation stops, curb stops, hydrants, and air release valves will be furnished to the nominal size as specified with ENGLISH threads.

2.2 OPEN CUT WATERMAIN MATERIAL

A. The following water pipe materials will be allowed for use on this project:

1. Polyvinyl Chloride (PVC) pressure pipe conforming to the current requirements of AWWA C900 (DR 18) for pipe diameters 4.0-inch through 12.0-inch or AWWA C900 (DR 25) for pipe diameters 14.0-inch through 24.0-inch. The pipe will be manufactured in cast iron outside diameters and will have an integral bell and spigot with an elastomeric gasket conforming to ASTM D3139. The pipe and components will meet the requirements of ANSI/NSF 61 for the conveyance of potable water.

2.3 TRENCHLESS PIPE MATERIAL & STRUCTURAL REQUIREMENTS

A. All pipe will be made from virgin material. No rework except that obtained from the manufacturer's production of the same formulation will be used.

B. The pipe will be homogeneous throughout and will be free of visible cracks, holes, foreign material, blisters, and/or other deleterious faults.

C. Any section of pipe with a gash, blister, abrasion, nick scar, or other deleterious faults greater than 10 percent of the wall thickness, will not be used and must be removed from the site. However, a defective portion of the pipe, as defined above, may be cut out and butt-fused in accordance with the procedures herein.

D. Any section of pipe having other defects such as concentrated ridges, discoloration, excessive spot roughness, pitting, variable wall thickness, or any other defect of manufacturing and/or handling will not be used and will be removed from the site.

E. The actual inside barrel diameter of the pipe used for pressure pipe will not be less than that of PVC, C900 DIPS DR 18 for the corresponding nominal pipe size.

F. High-Density Polyethylene (HDPE) Pipe and Fittings

1. The pipe will be manufactured with PE 4710 per ANSI/AWWA C906 and NSF/ANSI 61. PE 4710 compound will conform to ASTM D3350 minimum cell classification 445574C-CC3. Manufacturers' certification of cell classification will be required.

2. The pipe to be used will be (HDPE) pressure pipe conforming to the requirement of AWWA C906 of a 235-psi minimum working pressure. Unless otherwise specified, the dimensions and tolerances of the pipe barrel will conform to ductile iron pipe equivalent outside diameters.

3. HDPE pipe will have butt-fused joints.

4. The Contractor shall verify the lengths of conduit necessary in the field before fabrication.

5. Polyethylene fittings and adaptors will be butt-fused, EHMW-HDPE, PE3408 meeting the same resin requirements as specified for the pipeline. In addition, the fittings will meet the applicable requirements of ASTM D2513 and ASTM D3261.

6. Mechanical joint pressure pipe joints will be restrained using ductile iron clamps (series Ebaa Iron, Inc. or equal) supplied with a sufficient number of ductile iron bolts to restrain the working and test pressures for this application.

2.4 WATER SERVICE PIPE AND FITTINGS

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A. The following is the list of acceptable water service corporation cocks, curb stops, and couplers. Couplers shall only be used if directed by the Engineer. No leaded fittings are allowed. The materials are listed by the original manufacturer's product numbers. No other substitutions shall be allowed unless approved by the Engineer. For sizes other than the listed sizes, Contractor shall contact the City of Red Wing Utilities Department for approved materials.

Corporation Cocks		
Size	**Compression Fitting**	**Flared Fitting**
1”	Muller 1” H15008N	Muller 1” H15000N
	Ford 1” FB1000Q-4-NL	Ford 1” FB600-NL
	AY McDonald 1” 74101 BCAP-22	
1.5”	Muller 1.5” H15008N	Muller 1.5” H15000N
	Ford 1.5” FB1000Q-6-Q-NL	Ford 1.5” FB600-NL
	AY McDonald 1.5” 74101 BCAP-22	

Curb Stops		
Size	**Compression Fitting**	**Flared Fitting**
1”	Muller 1” H15219N	Muller 1” H15204N
	Ford 1” B44-444-NL	Ford 1” B22-333-NL
	AY McDonald 76104Q	
1.5”	Muller 1.5” H15219N	Muller 1.5” H15204N
	Ford 1” B44-666-NL	Ford 1” B22-666-NL
	AY McDonald 76104Q	

Couplings	
Size	Compression Fitting
1”	Muller H15403N
	Ford 1” C44-444-Q-NL
	AY McDonald 74759Q
1.5”	Muller H15403N
	Ford B44-666-Q-NL
	AY McDonald 74759Q

B. Curb Stop Services Boxes (Arch Pattern) - A general description of the curb box used is that it is a 1" upper section with a 1' adjustable arch pattern lower section. A 66" stationary rod is required that will be attached to the curb stop with a brass key. In instances where vertical cover does not allow for a 66” stationary rod, a 48” stationary road may be installed upon approval by the Engineer. This change shall be incidental to any payment for the curb stop. There is a 1" brass pentagon removable plug. The lid has the word "water" printed on it. A CB7 adapter is used to accommodate the 1½" and 2” curb stop. Boxes shall be a minimum length of 8' fully extended. The Contractor shall be responsible to install the curb box to finished grade.

C. If the curb stop service box is located within a paved surface (concrete or bituminous), the City will furnish and the Contractor will install a cover box that will cover both the curb stop and the tracer wire boxes (installation paid under Item 2504.602 Curb Stop Cover).

D. In situations where curb stop, sanitary and/or water tracer wire access boxes are incorporated into one cover box, Neenah casting R-1976, or approved equal, shall be used (installation paid under item 2504.602 Construct Curb Box Cover).

E. Curb Stop Service Box

1. Mueller H10314 for complete unit, lid No. 58039, rod 84297

2. Ford EA2-80-40 for complete unit

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3. A.Y. McDonald 5607 Arch Pattern for complete unit, 5607-L for lid

F. Seamless Soft Copper Tubing Type K or Polyethylene (PE) pressure pipe conforming to AWWA 901 shall be used for installation of water service lines from the water main to the curb stop. If used, PE pipe shall be CTS. Allowable sizes are 1", 1½" and 2" water service lines. If a larger water service is requested, ductile iron pipe or PVC pipe conforming to the requirements in the "Water Pipe Materials" section shall be used and installed per specification. Same size or smaller stainless steel wet taps will be allowed.

2.5 RESTRAINED JOINT RETAINER GLANDS

A. Where stainless steel is not used restrained joint retainer glands shall be coated with a 6-8 mil nominal thickness fusion bonded epoxy conforming to the requirements of ANSI/AWWA C550 and C116/A21.16 or approved equal.

2.6 POLYETHYLENE ENCASEMENT

A. The Contractor shall furnish and install polyethylene encasement for all joint fittings, hydrant riser pipes, and valves in accordance with the referenced specification.

PART 3 - EXECUTION

3.1 CONSTRUCTION REQUIREMENTS

A. Temporary Service

1. Before proceeding with the project, the Contractor shall establish a work plan and submit the plan to the utility personnel and Engineer for review and comment. The plan will outline the method to be used to maintain service to the affected consumers and estimate the duration of any anticipated interruptions of service. The plan will include provisions to fully disinfect all temporary piping, valves, and fittings in accordance with CEAM Specification No. 2611. The Contractor is the sole party responsible to notify the Utility and consumers who may be affected by limitations and/or interruption of water service. Planned service interruptions will not exceed 6 hours in any 72-hour period unless previously approved by the Utility.

2. The Contractor shall coordinate watermain shut-downs with the water utility at least 24 hours before the requested shut-down.

3.2 INSTALLATION OF PIPE AND FITTINGS

A. Aligning and Fitting of Pipes

1. The Contractor, together with the utility's personnel, will jointly examine and operate all curb stops and mainline valves prior to final acceptance.

2. Anchoring of Pipe

(a) A thrust block of cast-in-place concrete, which covers the installed fitting, is not permitted. Restrained joint retainer glands will be provided at all bends, tees, hydrants, valves, and plugged crosses or wherever the watermain changes direction or dead ends.

B. Polystyrene Insulation

1. The Contractor shall install polystyrene insulation in those areas where the watermain or services may be susceptible to frost or freezing, or as directed by the Engineer.

2. Rigid foam insulation will be placed between the watermain and storm or sanitary sewer where adequate vertical clearance cannot be maintained. The insulation will be placed on a bed of sand and sand will be placed above the insulation to isolate the insulation from rocks and other sharp objects. The ultimate thickness of insulation required will be achieved by using two layers of insulation, the second layer will be placed perpendicular to the first layer and the joints will be offset.

C. Water Service Installation

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1. The Contractor shall keep accurate records as to the location of the service connections, as specified in the referenced specification. Final payment for the project will not be made until the information is in the possession of the Owner.
2. No warranty is expressed or implied as to the location, size, or material type of existing service lines. The Contractor shall furnish and install all fittings required to make the connections.
3. The Contractor shall install a new service pipe, at 7.0-foot bury depth, from the corporation stop to the property line, or as shown on the plans, or as directed by the Engineer.
4. All water services will be verified as operative and the corporation stops will be turned to open position prior to backfilling.
5. Contractor shall collect photos as described in Section 01 33 00 “Submittals Procedures” of this project manual prior to backfilling.

D. Polyethylene Encasement

1. The Contractor shall furnish and install polyethylene encasement for all joint fittings, hydrant riser pipes, and valves in accordance with the referenced specification.

******END OF SECTION******

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SECTION 33 41 00.12 - DRAIN TILE REPAIR

PART 1 - GENERAL

1.1 SUMMARY

A. This section covers the furnishing of all labor, materials, tools, equipment and performances of all work and services necessary or incidental to drain tile repair, as indicated on the drawings or as specified herein.

1.2 METHOD OF MEASUREMENT AND PAYMENT

A. Measurement and compensation for the following items shall be paid according to the referenced specification or as modified below:

1. Drain Tile Repair

(a) Payment for drain tile repair shall be measured by the LINEAR FOOT (LF) between the centerline of the existing connection points and paid for at the size ranges specified in the Schedule of Unit Prices, complete and in place, at the appropriate unit price bid. The specified field connections will be considered incidental to the length of drain tile being repaired.

B. The furnishing and installing of specific items and/or the performance of work under certain circumstances shall not be individually paid in the absence of a specific bid item for the work. The costs shall be included in the unit price bid for the drain tile repair items, as indicated. Such items of work include but are not limited to:

1. Locating and connecting to an existing storm sewer and/or drain tile, include in the price bid for drain tile repair items.

2. Furnishing bends, adapters, cutting and removing the existing drain tile, include in the price bid for drain tile repair items.

3. Bulkheading of existing pipes to be abandoned in place, include in the price bid for drain tile repair items.

4. Maintenance of drainage, include in the price bid for drain tile repair items.

5. Compaction and deflection testing, include in the price bid for drain tile repair item.

1.3 SPECIFICATION REFERENCES

A. MnDOT 2502 shall apply to drain tile repair, except as modified herein.

B. ASTM D543 shall apply, except as modified herein.

C. ASTM D3034 shall apply, except as modified herein.

D. ASTM D3350 shall apply, except as modified herein.

E. Unless noted otherwise, the provisions in this section are in addition to the referenced specification.

1.4 SUBMITTALS

A. No submittals for this section.

PART 2 - PRODUCTS

2.1 DRAIN TILE REPAIR PIPE AND FITTINGS

A. Solid Wall Polyvinyl Chloride (PVC) Pipe

1. 4.0-inch through 15.0-inch Diameters: Smooth-walled polyvinyl chloride pipe and fittings shall conform to the requirements of ASTM D3034 for the Standard Dimension Ratio (SDR) of 35.

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2. The connection shall be push-on with elastomeric gasketed joints, which are bonded to the inner walls of the gasket recess of the bell socket.

3. The pipe grade used shall be resistant to aggressive soil and corrosive substances in accordance with the requirements of ASTM D543.

B. High Density Polyethylene (HDPE) Pipe

1. Pipe material shall be high-density polyethylene conforming with the minimum requirements of cell classification 424410C or E as defined and described in the latest version of ASTM D3350 or approved equal. The material formulation shall include recycled polyethylene.

C. Fernco Connectors, as needed

PART 3 - EXECUTION

3.1 CONSTRUCTION REQUIREMENTS

A. Drain Tile Repair

1. The Contractor shall immediately notify the Engineer whenever drain tile lines are discovered.

2. If the existing drain tile is determined to be in service, the Contractor shall repair these lines with the same size or larger, solid wall PVC pipe as specified. Utilize Fernco connectors as required.

3. The pipe connection with the existing joint shall be field connected so that the inverts match to form a smooth transition. The connection transition joint shall be given a full circumferential wrap of geotextile fabric meeting the requirements of MnDOT 3733 for Type 3 material. The geotextile shall be not less than 2½-feet wide and shall be centered on the joint. The circumferential wrap shall overlap itself by not less than one foot.

4. The connection shall be sealed with an approved concrete grout collar having a minimum thickness of 6-inches over the entire length of the geotextile wrap or an appropriate Fernco connector.

3.2 INSTALLATION OF PIPE AND FITTINGS

A. Connection and Assembly of Joints

1. All joints shall be water tight.

B. Bulkheading Open Pipe Ends

1. The Contractor shall furnish, install, and maintain a temporary, water-tight plug adequately blocked in place to prevent flooding of the existing downstream sewer system. The plug shall be placed at the beginning of the project or at the end of each working day at the end of the day's operation.

2. When flows are diverted from an existing sewer to be abandoned in place, the Contractor shall construct a water-tight plug on the open end of the abandoned sewer.

3.3 FIELD QUALITY CONTROL

A. None

******END OF SECTION******

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A P P E N D I X

Minnesota Public Facilities Authority (PFA) Contract Packet

MINNESOTA
PUBLIC FACILITIES AUTHORITY

BID SOLICITATION CONTRACT PACKET

For projects requiring BABA compliance

For recipients with projects funded through State Fiscal Year 2026 Clean Water and Drinking Water Intended Use Plans that are equivalency projects

Clean Water Revolving Fund
Drinking Water Revolving Fund

This packet and the appropriate federal Davis Bacon and Minnesota prevailing wages requirements must be PHYSICALLY included in all bidding solicitation and contract documents, including subcontracts.

Posted January 2026

Minnesota Public Facilities Authority
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1 General Information and Resources

This packet lists required contract conditions that apply to Clean Water and Drinking Water State Revolving Fund (SRF) projects. Equivalency projects are subject to Build America, Buy America (BABA) Act requirements.

Equivalency projects use this Bid Solicitation Contract Packet.

Review this packet prior to bidding. This packet and the appropriate federal Davis Bacon and Minnesota prevailing wages must be physically included in all bidding solicitations and contract documents, including subcontracts.

Use the 2026 Clean Water Revolving Fund (CWSRF) and Drinking Water State Revolving Fund (DWSRF) Applicant Guidance and Information handbook as a resource for this contract packet. The handbook is posted to the MPFA website.

2 General Contract Provisions

2.1 Project Sign and Public Notice Posting

2.1.1 Physical Project Signs

MPFA does not require physical signs for SRF-funded projects.

2.1.2 Clean Water Council Funded Project Signs

Projects funded with Clean Water Funds must comply with funding identification requirements of the Clean Water Council. This applies to CW and DW SRF projects funded with Point Source Implementation Grant (PSIG) program dollars.

2.1.3 Project Funding Notice

MPFA requires posting of funding awards by all recipients. Post the MPFA-provided notice on the Recipient's website or in a public area of their local unit of government offices. Retain the notice in your project files.

2.2 Project Costs

The Recipient acknowledges eligible and ineligible costs as noted below. Travel-related expenses are not reimbursable. They must be built into a contractor's base or employee rates and be directly related to the construction project.

Eligible Costs	Ineligible Costs
Construction and capital costs for items identified in MPCA and MDH project certifications.	Costs associated with seeking, coordinating or securing other financing for the project.
Engineering costs, including planning, design, construction and start-up.	Operation and maintenance of the sewer or water system.
Land costs (see Miscellaneous Administrative Items) and costs associated with complying with the Uniform Act, including appraisals and related legal costs, are eligible costs.	Administrative costs of a board, sanitary district or governmental unit.
Reasonable costs associated with labor standards, BABA and AIS compliance.	Indirect costs.
Legal costs associated with establishment of the revenue stream for repayment of MPFA financing, such as development of sewer/water ordinance and special assessments, or review of construction contracts.	MPCA or MDH permits.
Reasonable costs to set up and implement long-term financial and asset management tools.	Non-capital costs. Travel related costs including mileage, meals, and lodging: Travel related costs can be eligible project costs if they are necessary and directly related to the capital project, but they must be built into the contractor's base or employee hourly rates.
Financing costs directly associated with MPFA financing: bond counsel costs for preparation of General Obligation Bond and	

related documents, limited financial advisor fees for establishing a dedicated source of revenue.	
Eligible Costs-LSLR	**Ineligible Costs-LSLR**
Directly connected to the planning, design, and replacement of lead service lines. Removal of lead or galvanized goosenecks, pigtails, and connectors. Replacement of curb stops, curb stop boxes, and other service line appurtenances that are removed as part of a full LSLR. Site restoration, including landscaping, sidewalks, driveways, etc. if the removal was necessary to replace the lead service line. Reasonable costs associated with labor standards, Build America, Buy American (BABA), and American Iron and Steel compliance. Temporary pitcher filters or point-of-use (POU) devices certified by an American National Standards Institute accredited certifier to reduce lead for a designated period after LSLR replacement is complete. Outreach and engagement activities, including translation services.	Corrosion control activities and measures. Premise/interior plumbing. Water meters. Funding for bottled water.

2.3 Reporting

2.3.1 The Contract Packet

This packet includes information on state and federal laws related to procurement, pre-bid and post bid requirements, required contract language for bid and contract documents and reporting forms.

The proper Contract Packet must be physically incorporated into the bid and contract documents along with the appropriate State and Federal prevailing wage rates. IMPORTANT: The Contractor must provide information to the recipient for required reporting and to document compliance with specific contract conditions such as:

- ☐ Build America, Buy America (unless project qualifies for Adjustment Period Waiver).
- ☐ American Iron & Steel (certifications, letters, de minimis tracking).
- ☐ DBE/M/WBE fair share efforts.
- ☐ Prevailing Wages (both state and federal).

2.3.2 Records

The Recipient must keep all project accounts and records for the MPFA-funded project (water and/or sewer fund) in accordance with Generally Accepted Accounting Principles (GAAP). Financial statements must comply with GASB 34 (Governmental Accounting Standards Board) standards related to the reporting of infrastructure assets.

3 Build America, Buy America (BABA) Act

3.1 BABA Resources

Environmental Protection Agency Guidance and Resources

- Environmental Protection Agency main webpage: Build America, Buy America (BABA) | US EPA
- Environmental Protection Agency BABA De Minimis Waiver: US EPA BABA De Minimis Waiver
- Environmental Protection Agency BABA Minor Components Waiver: Public Interest: Minor Components of Iron and Steel Products Waiver for Build America, Buy America Act (epa.gov)

3.2 Sample Build America, Buy America Contract Language

The BABA language below is a sample from the Environmental Protection Agency's November 3, 2022 memorandum (OW-BABA-Implementation-Procedures-Final-November-2022.pdf (epa.gov)). Include actual BABA language into project specifications and construction contracts and sub-contracts.

Example Build America, Buy America (BABA) Act Construction Contract Language

ALL CONSTRUCTION CONTRACTS MUST HAVE A CLAUSE REQUIRING COMPLIANCE WITH THE BABA REQUIREMENTS. THIS IS AN EXAMPLE OF WHAT COULD BE INCLUDED IN A PROJECT'S CONSTRUCTION CONTRACT THAT USE STATE REVOLVING FUNDS (SRF). EPA MAKES NO CLAIMS REGARDING THE LEGALITY OF THIS CLAUSE WITH RESPECT TO STATE OR LOCAL LAW:

The Contractor acknowledges to and for the benefit of the _____ ("Owner") and the _____ (the "Funding Authority") that it understands the goods and services under this Agreement are being funded with federal monies and have statutory requirements commonly known as "Build America, Buy America;" that requires all of the iron and steel, manufactured products, and construction materials used in the project to be produced in the United States ("Build America, Buy America Requirements") including iron and steel, manufactured products, and construction materials provided by the Contactor pursuant to this Agreement. The Contractor hereby represents and warrants to and for the benefit of the Owner and Funding Authority (a) the Contractor has reviewed and understands the Build America, Buy America Requirements, (b) all of the iron and steel, manufactured products, and construction materials used in the project will be and/or have been produced in the United States in a manner that complies with the Build America, Buy America Requirements, unless a waiver of the requirements is approved, and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the Build America, Buy America Requirements, as may be requested by the Owner or the Funding Authority. Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Owner or Funding Authority to recover as damages against the Contractor any loss, expense, or cost (including without limitation attorney's fees) incurred by the Owner or Funding Authority resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the Funding Authority or any damages owed to the Funding Authority by the Owner). If the Contractor has no direct contractual privity with the Funding Authority, as a lender or awardee to the Owner for the funding of its project, the Owner and the Contractor agree that the Funding Authority is a third-party beneficiary and neither this paragraph (nor any other provision of this Agreement necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of the Funding Authority.

3.3 Build America, Buy America De Minimis Waiver Tracking Form

The Environmental Protection Agency (EPA) granted a national waiver for de minimis components (US EPA BABA De Minimis Waiver) for eligible water infrastructure projects. Products that qualify for a de minimis waiver cumulatively may comprise no more than a total of five percent of the total project cost. Please note the BABA de minimis waiver is not additive to the existing American Iron and Steel national de minimis waiver.

To use the de minimis waiver, SRF recipients "should in consultation with their contractors determine the items to be covered by this waiver and must retain relevant documentation (i.e. invoices) as to those items in their project files." Recipients must maintain documentation (i.e., invoices) for the de minimis items in the project file and submit a summary report to the MPFA at project conclusion, or sooner, if available. An example tracking form for BABA de minimis is included on the next page.

Minnesota State Revolving Funds (CWRF and DWRF)
Use of Build America, Buy America - De Minimis Final Utilization and Certification Form

Use of Build America, Buy America (BABA) is required for CWRF and DWRF-funded projects unless the project qualifed for a waiver. The Environmental Protection Agency has issued a public interest waiver for De Minimis components. The PFA recipient wishing to use this waiver should consult with their contractor(s) to maintain an itemized list of components covered under De Minimis. At the conclusion of the project, this form must be completed and retained in the assistance recipient's project files and a copy provided to the Public Facilities Authority. **It is strongly recommended that you maintain a list as the project progresses**. Please print clearly or type. EPA Deminimis Waiver:

US EPA BABA De Minimis Waiver

PFA Recipient _____ Loan #: _____

Project Name: _____

NOTE: The De Minimis waiver is only applicable to the cost of the total project. Recipients must have sufficient documentation to support all costs included in this calculation. NOTE: the BABA De Minimis waiver is not additive with the existing American Iron and Steel national de minimis waiver.

Funds used for de minimis incidental components cumulatively may comprise no more than a total of 5 percent of the total project cost.

Total Project Cost: _____ 5% Limit: _____

Item or Component Description (Please include model number, part number, etc. to clearly identify item or component)	Quantity (if applicable)	Cost per Unit (if applicable)	Component's Total Cost	How is Cost Documented?*
		Total Cost of Components deemed to be De Minimis:		**If approaching the 5% limit, contact PFA immediately**

Use additional sheets as necessary

* Documentation must demonstrate confirmation of the components' actual costs (invoice, etc.).

Completed by:

Name: _____ Title: _____

Signature: _____ Date: _____

3.4 Build America, Buy America Documentation

Contractors must comply with and provide documentation that shows compliance with BABA requirements. Product certifications letters need to include the following five items:

1. Documentation linked to the project. Identify the project name, project location, contract number, or project number.
2. Documentation linked to the product used on the project. Description of product(s) (simple explanation sufficient to identify the product(s)), or an attached (or electronic link to) purchase order, invoice, or bill of lading.
3. Documentation includes statement attesting that the products supplied to the MPFA Recipient are compliant with BABA requirement. Reference to the Infrastructure Investment and Jobs Act (IIJA) or the Bipartisan Infrastructure Law (BIL) are also acceptable. For iron and steel items under BABA, references to the American Iron and Steel (AIS) requirement are also acceptable and reciprocal with BABA for such items.
4. Documentation that manufacturing occurred in the United States, which could include, for example, the location(s) of manufacturing for each manufacturing step that is being certified. It is acceptable for manufactured products to note a single point of manufacturing, documenting that the final point of manufacturing is in the United States. Note that each BABA category may require different determinations for compliance.
5. Signature of company representative (on company letterhead and signature can be electronic). The signatory of the certifying statement affirms their knowledge of the manufacturing processes for the referenced product(s) and attests that the produce meets the BABA requirements.

4 Disadvantaged Business Enterprises (DBE)

EPA issued Recipient/Applicant Information Notice (RAIN) 2025-GO2 immediately suspending major components of its DBE regulations at 40 CFR Part 33 for all EPA awards. The notice suspends requirements for fair share objectives (goals for DBE participation) under 40 CFR Part 33 Subpart D, recipient reporting requirements under 40 CFR 33.502, and compliance and enforcement provisions under 40 CFR Part 33.105 and collection of EPA form 5700-52A as a condition of closeout. The General Term and Condition "Utilization of Disadvantaged Business Enterprises: is revised and applicable to all recipients of EPA funding and supersedes all previously existing DBE terms and conditions.

The following requirements remain in effect:

- Compliance with 40 CFR Part 33 regarding DBE program rules.
- Six good faith efforts (described on in Section 4.1 below).
- Fair share objectives applied to procurements after they are approved.
- Recordkeeping where recipients maintain records related to their DBE utilization efforts, including a bidders list.
- Contract administration provisions.

4.1 Good Faith Efforts

Borrowers and their prime contractors must follow, document, and maintain documentation of their good faith efforts as listed below to ensure that Disadvantage Business Enterprises (DBEs) have the opportunity to participate in the project. This applies to procurement for **construction, equipment, supplies and services.**

The Six Good Faith Efforts:

1. Outreach and Recruitment: Ensure that DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. This includes placing DBEs on solicitation lists and actively soliciting them whenever they are potential sources.
2. Information Availability: Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitation for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.
3. Subcontracting Considerations: Consider whether firms competing for large contracts could subcontract with DBEs. This may involve dividing total requirements into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.
4. Encourage Consortia: Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually, thereby promoting collaboration among DBEs.
5. Utilizing Assistance Services: Use the services and assistance of the SBA and the U. S. Department of Commerce Minority Business Development Agency to support DBE participation.
6. Replacement Subcontractors: If a DBE subcontractor fails to complete work under the subcontract for any reason, the recipient must require the prime contractor to employ the six good faith efforts when soliciting a replacement subcontractor. These requirements are designed to promote fair competition and ensure DBEs have a meaningful opportunity to participate in federally funded

projects. Recipients must document compliance with these efforts and report their accomplishments to the EPA as part of their obligations under federal law.

4.2 Certified M/WBE Firms

M/WBE firms certified by the Minnesota Unified Certification Program, the SBA, or the US Department of Transportation can be counted towards the M/WBE reporting to MPFA. See "How do I find information on DOT's and SBA's certification programs?"

Frequently Asked Questions for Disadvantaged Business Enterprises | US EPA

US DOT Office of Small and Disadvantaged Business Utilization | US Department of Transportation

Women-Owned Small Business Federal Contract program (sba.gov)

8(a) Business Development program (sba.gov)

Verifying firm M/WBE status: Check the *Minnesota Unified Certification Program Directory* or the *SBA Dynamic Small Business Search Directory*. Links are listed below.

Minnesota Unified Certification Program: http://mnucp.metc.state.mn.us/ includes a free search engine that lists certified DBE contractors and suppliers. Links to this directory are on the MN Department of Transportation website: http://www.dot.state.mn.us/civilrights/

The SBA **Dynamic Small Business Search**: search engine that lists businesses with 8(a) Certifications; Small Disadvantaged Business Certifications; HUBZone Certifications and DBE Certifications. Check contractor detail to see what current certifications are in place. Dynamic Small Business Search can be found at this link https://www.sba.gov/partners/contracting-officials/small-business-procurement under "Finding Contractors".

4.2.1 Other Minority/Women Business Enterprises Resources

- *A*ssociation of Women Contractors http://www.awcmn.org/
- Diversity Information Resources, Inc. www.diversityinforesources.com
- Metropolitan Economic Development Association http://www.meda.net/
- Minority Business Development Agency (U. S. Department of Commerce) http://www.mbda.gov/

4.2.2 Minnesota Targeted Business Vendors (State Funded Projects)

The Minnesota Department of Administration maintains a directory for Targeted Group Economically Disadvantaged and Veteran-Owned (TG/ED/VO) businesses Equity in Procurement (TG/ED/VO) Directory / Minnesota Office of State Procurement (mn.gov). The Environmental Protection Agency does not consider Minnesota Department of Administration TG/ED/VO listings as meeting EPA certification requirements; thus TG/ED/VO vendors cannot be counted as M/WBE vendors by the Environmental Protection Agency. However, state-funded projects are encouraged to consider and provide procurement opportunities to vendors on this list.

5 Federal and State Prevailing Wages

Both Federal Davis Bacon prevailing wages and State of Minnesota prevailing wages (Minnesota Statute, sections 177.41-177.43) apply to MPFA funded projects.. Payment of the wages, fringe benefits and overtime rates that are most beneficial to the employees are required. **All worker classifications must have a state and federal prevailing wage.** Overtime is governed by Minnesota Prevailing Wage Statutes at M.S. 177.42 which requires overtime for over 8 hours per day and for more than 40 hours per week, thus any employee working more than 8 hours in one day is entitled to overtime.

Both the proper Federal (Davis-Bacon) and State of Minnesota Prevailing Wage rates and contract conditions must be physically incorporated into the bidding and contract documents for primary and subcontracts.

Obtain required state posters from the Minnesota Department of Labor and Industry at http://www.dli.mn.gov/about-department/workplace-posters

Obtain federal posters at http://www.dol.gov/whd/regs/compliance/posters/davis.htm

Weekly certified payroll submittal is required under the Federal Davis Bacon laws.

6 Contract Conditions

This project is being financed in whole or in part by the MPFA through the Clean Water or Drinking Water State Revolving Fund. The MPFA recipient is required to comply with certain state and federal laws, rules and regulations and to ensure that their contractor(s) also complies with these laws, regulations, rules, including, but not limited to the items below which will be included in all contracts and subcontracts.

6.1 General Contract Conditions

1. Title VI of the Civil Rights Act of 1964 (P.L 88-352), the Rehabilitation Act of 1973 (P.L. 93-1123, 87 Stat. 355, 29 U.S.C. Sec. 794), the Older Americans Amendments of 1975 (P.L. 94-135 Sec. 303, 89 Stat. 713, 728, 42 U.S.C. Sec. 6102), and subsequent regulations, ensures access to facilities or programs regardless of race, color, national origin, sex, age or handicap.

2. Executive Orders 11625, 12138 and 12432; 40 CFR part 33; Section 129 of P. L. 100-590 Small Businesses Reauthorization & Amendment Act of 1988; Public Law 102-389 (42 U.S.C. 437d); a 1993 appropriations act; Public Law 101-549, Title X of the Clean Air Acts Amendments of 1990 (42 U.S.C. 7601 note). Encourages recipients to award construction, supply and professional service contracts to minority and women's business enterprises (MBE/WBE) and small businesses and requires recipients to utilize affirmative steps in procurement.

3. 40 CFR Part 33 Participation by Disadvantaged Business Enterprises in Procurement under Environmental Protection Agency (EPA) Financial Assistance Agreements.

4. Executive Orders 12549 and 12689, 2 CFR Part 180, and 2 CFR Part 1532, Subparts B and C. Prohibits entering into contracts or sub-contracts with individuals or businesses who are debarred or suspended. Before contracts are awarded, MPFA Recipients are required to check the status of all contractors (construction and professional services) and must require contractors to check the status of subcontractors and suppliers for contracts expected to be equal to or over $25,000 via the U. S. General Services Administration System for Award Management website SAM.gov | Home or search the internet for sam.gov. Also verify the status on the Minnesota Department of Administration's listing: Suspended/Debarred Vendors / Minnesota Office of State Procurement (mn.gov).

5. Section 602(b)(6) of the Federal Water Pollution Control Act, as amended and section 1450(e) of the Safe Drinking Water Act (42 U.S.C. 300j-9(e))require that all laborers and mechanics employed by contractors or subcontractors be paid wages at rates not less than those prevailing for the same type of work as determined by the U. S. Secretary of Labor in accordance with the Davis-Bacon Act (46 Stat. 1494; 40 U.S.C., sec. 276a through 276a-5). Reorganization Plan Number 14 of 1950 (15 F.R. 3176) and section 2 of the Davis-Bacon Act of June 13, 1934, as amended (48 Stat. 948; 40 U.S.C. 276c).

6. Build America, Buy America Act ("the Act"). Pub. L. No. 117-58, §§ 70901-52 requires all the iron and

steel, manufactured products and construction materials used in the CWSRF and DWSRF projects be produced in the United States, unless the MPFA Recipient has requested and obtained a waiver from the EPA pertaining to the products used in the project. Pursuant to Section 70914(c) of the Build America, Buy America Act, EPA may waive Buy America preference where EPA finds that:

a. Applying the domestic content procurement preference would be inconsistent with the public interest (a "public interest waiver");

b. Types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality (a "nonavailability waiver"); or

c. Inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent (an "unreasonable cost waiver").

7. 2 CFR 200.216 Prohibition on certain telecommunications and video surveillance services or equipment (implementing Section 889 of Public Law 115-232).

8. Minnesota Statutes, Section 471.345, Uniform Municipal Contracting Law.

9. Minnesota Statutes, Section 574.26 to 574.32, the Public Contractors' Performance and Payment Bond Act, as applicable

10. Minnesota Statutes sections 176.181-176.182. Requires recipients and subcontractors to have worker's compensation insurance coverage.

11. Minnesota Statutes sections 177.41-177.43 and Minnesota Rules 5200.1000 to 5200.1120 (prevailing wage rate law and rules). Requires that contractors pay laborers and mechanics prevailing wages established by the Minnesota Department of Labor and Industry for public works projects.

12. Minnesota Statutes 290.9705. Requires that 8 percent of payments made to out-of-state contractors be withheld once cumulative payments made to the contractor for work done in Minnesota exceed $50,000 in a calendar year, unless an exemption is granted by the Department of Revenue.

13. Minnesota Statutes, Chapter 16C.285, Responsible Contractor Requirements.

14. Minnesota Statutes Sec. 363A.36, Minnesota Department of Human Rights (MDHR) affirmative action plan requirements for contracts exceeding $250,000. An affirmative action plan and a workforce certificate for affected contractors is required prior to bidding (Apply for a Workforce Certificate / Minnesota.gov (mn.gov)).

15. Minnesota Statutes Section 363A.43, Minnesota Department of Human Rights (MDHR) equal pay certificate. Required for agreements and contracts for goods and services exceeding $1,000,000

with a business that has 40 or more full-time employees in Minnesota or a state where the business has its primary place of business on a single day during the prior 12 months, unless the business has an equal pay certificate, or it has certified in writing that it is exempt.

16. Minnesota Statutes Section 181.59, Discrimination on Account of Race, Creed, or Color Prohibited in Contract.

6.2 Contract Conditions: BABA

Insert Build America, Buy America Contract Language here for the Project

6.2 Contract Conditions: BABA

The Contractor acknowledges to and for the benefit of the City of Red Wing ("Owner") and the Minnesota Public Facilities Authority (the "Funding Authority") that it understands the goods and services under this Agreement are being funded with federal monies and have statutory requirements commonly known as "Build America, Buy America;" that requires all of the iron and steel, manufactured products, and construction materials used in the project to be produced in the United States ("Build America, Buy America Requirements") including iron and steel, manufactured products, and construction materials provided by the Contactor pursuant to this Agreement. The Contractor hereby represents and warrants to and for the benefit of the Owner and Funding Authority (a) the Contractor has reviewed and understands the Build America, Buy America Requirements, (b) all of the iron and steel, manufactured products, and construction materials used in the project will be and/or have been produced in the United States in a manner that complies with the Build America, Buy America Requirements, unless a waiver of the requirements is approved, and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the Build America, Buy America Requirements, as may be requested by the Owner or the Funding Authority. Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Owner or Funding Authority to recover as damages against the Contractor any loss, expense, or cost (including without limitation attorney's fees) incurred by the Owner or Funding Authority resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the Funding Authority or any damages owed to the Funding Authority by the Owner). If the Contractor has no direct contractual privity with the Funding Authority, as a lender or awardee to the Owner for the funding of its project, the Owner and the Contractor agree that the Funding Authority is a third -party beneficiary and neither this paragraph (nor any other provision of this Agreement necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of the Funding Authority.

6.3 Required Contract Conditions: DBE

These conditions must be included in all procurement contracts entered by the Borrower for all DWRF and CWRF projects:

1. The prime contractor must pay its subcontractor for satisfactory performance no more than 30 days from the prime contractor's receipt of payment from the owner.2. The prime contractor must notify the owner in writing prior to the termination of any Disadvantage Business Enterprise subcontractor for convenience by the prime contractor.
3. If a Disadvantage Business Enterprise contractor fails to complete work under the subcontract for any reason, the prime contractor must employ the six good faith efforts if soliciting a replacement contractor.
4. The prime contractor must continue to employ the six good faith efforts even if the prime contractor has achieved its fair share objectives.
5. A Borrower must ensure that each procurement contract it awards contains the following terms and conditions:

> The contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.

6.4 Required Contract Conditions: Federal Davis Bacon Prevailing Wages

NOTE: Both federal Davis Bacon prevailing wages and State of Minnesota prevailing wages (Minnesota Statute, sections 177.41-177.43) apply to this project. Payment of the wages, fringe benefits and overtime rates that are most beneficial to the employees are required.

Federal posters can be obtained at http://www.dol.gov/whd/regs/compliance/posters/davis.htm

The "recipient" referred to throughout the Davis Bacon contract conditions is the MPFA borrower. The "MPFA" is the Minnesota Public Facilities Authority.

This language must be included in all Davis Bacon covered construction contracts and subcontracts. (29 CFR Part 5.5)

(a) The Recipient shall insert in full in any contract in excess of $2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a treatment work under the CWRF or a construction project under the DWRF, financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except

where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in Sec. 5.1 the following clauses:

(1) **Minimum wages**. (i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in Sec. 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

Recipients may obtain wage determinations from: https://sam.gov/content/wage-determinations.

(ii)(A) The Recipient, on behalf of EPA, shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The Recipient's award official shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the Recipient agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), documentation of the action taken and

the request, including the local wage determination shall be sent by the Recipient to the Administrator of the Wage and Hour Division, Conformance and CBA Update public email address:

WHD-CBACONFORMANCE_INCOMING@dol.gov and to the EPA DB Regional Coordinator concurrently at (USEPA REGION 5, 77 West Jackson Boulevard Mail Code: MC-10J, Chicago, IL 60604-3507. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the Recipient or will notify the Recipient within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the Recipient do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the award official shall refer the request and the local wage determination, including the views of all interested parties and the recommendation of the Recipient's award official, to the Administrator for determination. The request shall be sent to the EPA DB Coordinator concurrently. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside assets in a separate account for the meeting of obligations under the plan or program.

(2) **Withholding**. The Recipient shall upon its own action or upon written request of the MPFA, EPA award official or an authorized representative of the Department of Labor (DOL) withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the Recipient may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) **Payrolls and basic records**. (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Recipient. Such documentation shall be available on request of the MPFA or EPA. The payrolls shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), **except that full social security numbers and home addresses shall not be included on weekly payrolls**. Instead, the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 and instructions are available for this purpose from the Wage and Hour Division Web site at WHD | U.S. Department of Labor (dol.gov) or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker and shall provide them upon request to the Recipient for transmission to the MPFA or EPA, if requested by EPA, the MPFA, the contractor, or the Wage and Hour Division of the DOL for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the Recipient.

(B) Each payroll submitted shall be accompanied by a ``Statement of Compliance,'' signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under Sec. 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under Sec. 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the ``Statement of Compliance'' required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the MPFA, EPA or the DOL, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency or MPFA may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) **Apprentices and trainees**-(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program

for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the DOL, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of 29 CFR part 30.

(5) **Compliance with Copeland Act requirements**. The contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.

(6) **Subcontracts**. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the EPA determines may be appropriate, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) **Contract termination: debarment**. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) **Compliance with Davis-Bacon and Related Act (DBRA) requirements**. DBRA is a collection of labor standards provisions administered by the DOL applicable to Federal assistance agreements and subawards involving construction. All rulings and interpretations of the DBRA contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) **Disputes concerning labor standards**. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the DOL set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the Recipient, MPFA, EPA, the DOL, or the employees or their representatives.

(10) **Certification of eligibility**. (i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(b) **Contract Work Hours and Safety Standards Act**. The Recipient shall insert the following clauses set forth in paragraphs (b)(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR Sec. 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

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

(2) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the

standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) **Withholding for unpaid wages and liquidated damages.** The Recipient, upon its own action or upon written request of the MPFA, EPA Award Official or an authorized representative of the DOL shall withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

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

(c) In addition to the clauses contained in paragraph (b), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR Sec. 5.1, the Recipient shall insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Recipient shall insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the MPFA, EPA and the DOL, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

6.5 Required Conditions: U. S. DOL Wage and Hour Division Davis-Bacon Prevailing Wages

Under the Davis-Bacon and Related Acts and Reorganization Plan No. 14 of 1950, the DOL is responsible for determining prevailing wages, issuing regulations and standards to be observed by federal agencies that award or fund projects subject to Davis-Bacon labor standards, and overseeing consistent enforcement of the Davis-Bacon labor standards.

The Davis-Bacon and Related Acts apply to contractors and subcontractors performing on federally funded or assisted contracts in excess of $2,000 for the construction, alteration, or repair (including painting and decorating) of public buildings or public works. Davis-Bacon Act and Related Act contractors and subcontractors must pay their laborers and mechanics employed under the contract no less than the locally prevailing wages and fringe benefits for corresponding work on similar projects in the area.

The Davis-Bacon Act directs the DOL to determine such locally prevailing wage rates. The Davis-Bacon Act applies to contractors and subcontractors performing work on federal or District of Columbia contracts. The Davis-Bacon Act prevailing wage provisions apply to the "Related Acts," under which federal agencies assist construction projects through grants, loans, loan guarantees, and insurance.

For prime contracts in excess of $100,000, contractors and subcontractors must also, under the provisions of the Contract Work Hours and Safety Standards Act, as amended, pay laborers and mechanics, including guards and watchmen, at least one and one-half times their regular rate of pay for all hours worked over 40 in a workweek. The overtime provisions of the Fair Labor Standards Act may also apply to DBA-covered contracts.

Insert applicable federal Davis-Bacon Prevailing Wages here

6.6 Required Conditions: State of Minnesota Prevailing Wages

Pursuant to Minnesota Statutes 177.41 to 177.44 and corresponding Minnesota Rules 5200.1000 to 5200.1120, this contract is subject to the prevailing wages as established by the Minnesota Department of Labor and Industry (DOLI). Specifically, all contractors and subcontractors must pay all laborers and mechanics the established prevailing wages for work performed under the contract. Failure to comply with the aforementioned may result in civil or criminal penalties. The applicable wage determination must be incorporated into proposals and all contracts.

Payrolls/Records

The contractor and subcontractor shall furnish to the OWNER copies of any or all payrolls not more than 14 days after the end of each pay period. The payrolls must contain all data required by Minnesota Statutes Section 177.30. Subcontractors must furnish payrolls to the contractor. The OWNER may examine all records relating to wages paid laborers or mechanics on work to which Minnesota Statutes Sections 177.41 to 177.44 apply.

Posting of Wage Rates/Required Posters

Each contractor and subcontractor performing work on a public project shall post on the project the applicable prevailing wage rates and hourly basic rates of pay for the county or area within which the project is being performed, including the effective date of any changes thereof, in at least one conspicuous place for the information of the employees working on the project. The information so posted shall include a breakdown of contributions for health and welfare benefits, vacation benefits, pension benefits, and any other economic benefits required to be paid.

For more information regarding prevailing wage and its application, contact:

Minnesota Department of Labor and Industry
Prevailing Wage unit
443 Lafayette Road North
St. Paul, MN 55155
Phone: (651) 284-5091
E-mail: dli.prevwage@state.mn.us
Web: Prevailing-wage information | Minnesota Department of Labor and Industry (mn.gov)

"General Decision Number: MN20260236 05/18/2026

State: Minnesota

Construction Types: Heavy and Highway

Counties: Minnesota Counties of
Dodge, Fillmore, Freeborn, Goodhue,
Houston, Mower, Olmsted, Rice, Steele,
Wabasha and Winona

Heavy Construction

Highway Construction

Modification Number	Publication Date
0	01/02/2026
1	05/18/2026

SAMN2024-006 11/18/2024

	Rates	Fringes
WIRING SYSTEMS INSTALLER	$ 26.49	12.40
WIRING SYSTEM TECHNICIAN	$ 47.73	22.24
UNDERGROUND AND OPEN DITCH LABORER (EIGHT FEET BELOW STARTING GRADE LEVEL)	$ 40.51	26.01
TUNNEL MINER	$ 33.51	22.39
TRUCK DRIVER: GROUP 4: BITUMINOUS DISTRIBUTOR SPRAY OPERATOR (REAR AND OILER); DUMP PERSON; GREASER; PILOT CAR DRIVER; RUBBER-TIRED, SELF-PROPELLED PACKER UNDER 8 TONS; TWO AXLE UNIT; SLURRY OPERATOR; TANK TRUCK HELPER (GAS, OIL, ROAD OIL, AND WATER); TRACTOR OPERATOR, UNDER 50 H.P.	$ 35.74	21.76
TRUCK DRIVER: GROUP 3: BITUMINOUS DISTRIBUTOR DRIVER; BITUMINOUS DISTRIBUTOR (ONE PERSON OPERATION); THREE AXLE UNITS	$ 32.00	13.00
TRUCK DRIVER: GROUP 2: FOUR OR MORE AXLE UNIT, STRAIGHT BODY TRUCK	$ 54.24	0.01
TRUCK DRIVER: GROUP 1: MECHANIC; TRACTOR TRAILER DRIVER; TRUCK DRIVER (HAULING MACHINERY INCLUDING OPERATION OF HAND AND POWER OPERATED WINCHES)	$ 33.00	14.40
TRAFFIC CONTROL PERSON (TEMPORARY SIGNAGE)	$ 30.51	21.84
SURVEY FIELD TECHNICIAN (OPERATE TOTAL STATION, GPS RECEIVER, LEVEL, ROD OR RANGE POLES, STEEL TAPE MEASUREMENT; MARK AND DRIVE STAKES; HAND OR POWER DIGGING FOR AND IDENTIFICATION OF MARKERS OR MONUMENTS; PERFORM AND CHECK CALCULATIONS; REVIEW AND UNDERSTAND CONSTRUCTION PLANS AND LAND SURVEY MATERIALS)	$ 28.18	20.07
SHEET METAL WORKER	$ 57.96	34.57
POWER EQUIPMENT OPERATOR: HIGHWAY/HEAVY GROUP 6: CAT, CHALLENGER, OR SIMILAR TYPE OF TRACTORS, WHEN PULLING DISK OR ROLLER; CONVEYOR; DREDGE DECK HAND; FIRE PERSON OR TANK CAR HEATER; GRAVEL SCREENING PLANT (PORTABLE NOT CRUSHING OR WASHING); GREASER (TRACTOR); LEVER PERSON; OILER (POWER SHOVEL, CRANE, TRUCK CRANE, DRAGLINE, CRUSHERS, AND MILLING		

MACHINES, OR OTHER SIMILAR HEAVY EQUIPMENT); POWER SWEEPER; SHEEP FOOT ROLLER AND ROLLERS ON GRAVEL COMPACTION, INCLUDING VIBRATING ROLLERS; TRACTOR, WHEEL TYPE, OVER 50 H.P., UNRELATED TO LANDSCAPING..$ 40.02 26.90

POWER EQUIPMENT OPERATOR: HIGHWAY/HEAVY GROUP 5: AIR COMPRESSOR, 600 CFM OR OVER; BITUMINOUS ROLLER (UNDER EIGHT TONS); CONCRETE SAW (MULTIPLE BLADE) (POWER OPERATED); FORM TRENCH DIGGER (POWER); FRONT END, SKID STEER UP TO 1C YD; GUNITE GUNALL; HYDRAULIC LOG SPLITTER; LOADER (BARBER GREENE OR SIMILAR TYPE); POST HOLE DRIVING MACHINE/POST HOLE AUGER; POWER ACTUATED AUGER AND BORING MACHINE; POWER ACTUATED JACK; PUMP; SELF-PROPELLED CHIP SPREADER (FLAHERTY OR SIMILAR); SHEEP FOOT COMPACTOR WITH BLADE . 200 H.P. AND OVER; SHOULDERING MACHINE (POWER) APSCO OR SIMILAR TYPE INCLUDING SELF-PROPELLED SAND AND CHIP SPREADER; STUMP CHIPPER AND TREE CHIPPER; TREE FARMER (MACHINE).....$ 41.36 26.90

POWER EQUIPMENT OPERATOR: HIGHWAY/HEAVY GROUP 4: AIR TRACK ROCK DRILL; AUTOMATIC ROAD MACHINE (CMI OR SIMILAR); BACKFILLER OPERATOR; CONCRETE BATCH PLANT OPERATOR; BITUMINOUS ROLLERS, RUBBER TIRED OR STEEL DRUMMED (EIGHT TONS AND OVER); BITUMINOUS SPREADER AND FINISHING MACHINES (POWER), INCLUDING PAVERS, MACRO SURFACING AND MICRO SURFACING, OR SIMILAR TYPES (OPERATOR AND SCREED PERSON); BROKK OR R.T.C. REMOTE CONTROL OR SIMILAR TYPE WITH ALL ATTACHMENTS; CAT CHALLENGER TRACTORS OR SIMILAR TYPES PULLING ROCK WAGONS, BULLDOZERS AND SCRAPERS; CHIP HARVESTER AND TREE CUTTER; CONCRETE DISTRIBUTOR AND SPREADER FINISHING MACHINE, LONGITUDINAL FLOAT, JOINT MACHINE, AND SPRAY MACHINE; CONCRETE MIXER ON JOBSITE; CONCRETE MOBIL; CRUSHING PLANT (GRAVEL AND STONE) OR GRAVEL WASHING, CRUSHING AND SCREENING PLANT; CURB MACHINE; DIRECTIONAL BORING MACHINE; DOPE MACHINE (PIPELINE); DRILL RIGS, HEAVY ROTARY OR CHURN OR CABLE DRILL; DUAL TRACTOR; ELEVATING GRADER; FORK LIFT OR STRADDLE CARRIER; FORK LIFT OR LUMBER STACKER; FRONT END, SKID STEER OVER 1 TO 5 C YD; GPS REMOTE OPERATING OF EQUIPMENT; HOIST ENGINEER (POWER); HYDRAULIC TREE PLANTER; LAUNCHER PERSON (TANKER PERSON OR PILOT LICENSE); LOCOMOTIVE; MILLING, GRINDING, PLANNING, FINE GRADE, OR TRIMMER MACHINE; MULTIPLE MACHINES, SUCH AS AIR COMPRESSORS, WELDING MACHINES, GENERATORS, PUMPS; PAVEMENT BREAKER OR TAMPING MACHINE (POWER DRIVEN) MIGHTY MITE OR SIMILAR TYPE; PICKUP SWEEPER, ONE CUBIC YARD AND OVER HOPPER CAPACITY; PIPELINE WRAPPING, CLEANING OR BENDING MACHINE; POWER PLANT ENGINEER, 100 KWH AND OVER; POWER ACTUATED HORIZONTAL BORING MACHINE, OVER SIX INCHES; PUGMILL; PUMPCRETE; RUBBER-TIRED FARM TRACTOR WITH BACKHOE INCLUDING ATTACHMENTS; SCRAPER; SELF-PROPELLED SOIL STABILIZER; SLIP FORM (POWER DRIVEN) (PAVING); TIE TAMPER AND BALLAST MACHINE; TRACTOR, BULLDOZER; TRACTOR, WHEEL TYPE, OVER 50 H.P. WITH PTO UNRELATED TO LANDSCAPING; TRENCHING MACHINE (SEWER, WATER, GAS) EXCLUDES WALK BEHIND TRENCHER; TUB GRINDER, MORBARK, OR SIMILAR TYPE; WELL POINT DISMANTLING OR INSTALLATION.....$ 44.67 26.90

POWER EQUIPMENT OPERATOR: HIGHWAY/HEAVY GROUP 3: ASPHALT BITUMINOUS STABILIZER PLANT; CABLEWAY; CONCRETE MIXER, STATIONARY PLANT; DERRICK (GUY OR

STIFFLEG)(POWER)(SKIDS OR STATIONARY); DRAGLINE, CRAWLER, HYDRAULIC BACKHOE (TRACK OR WHEEL MOUNTED) AND/OR SIMILAR EQUIPMENT WITH SHOVEL-TYPE CONTROLS, UP TO THREE CUBIC YARDS MANUFACTURER.S RATED CAPACITY INCLUDING ALL ATTACHMENTS; DREDGE OR ENGINEERS, DREDGE (POWER) AND ENGINEER; FRONT END LOADER, FIVE CUBIC YARDS AND OVER INCLUDING ATTACHMENTS; LOCOMOTIVE CRANE OPERATOR; MIXER (PAVING) CONCRETE PAVING, ROAD MOLE, INCLUDING MUCKING OPERATIONS, CONWAY OR SIMILAR TYPE; MECHANIC ON POWER EQUIPMENT; TRACTOR, BOOM TYPE; TANDEM SCRAPER; TRUCK CRANE, CRAWLER CRANE; TUGBOAT 100 H.P AND OVER.....$ 45.01 26.90
POWER EQUIPMENT OPERATOR: HIGHWAY/HEAVY GROUP 2: HELICOPTER PILOT; CONCRETE PUMP; ALL CRANES WITH OVER 135-FOOT BOOM, EXCLUDING JIB; DRAGLINE, CRAWLER, HYDRAULIC BACKHOE (TRACK OR WHEEL MOUNTED) AND/OR OTHER SIMILAR EQUIPMENT WITH SHOVEL-TYPE CONTROLS THREE CUBIC YARDS AND OVER MANUFACTURER.S RATED CAPACITY INCLUDING ALL ATTACHMENTS; GRADER OR MOTOR PATROL; PILE DRIVING; TUGBOAT 100 H.P. AND OVER WHEN LICENSE REQUIRED.....$ 45.61 26.90
PLUMBER.....$ 50.16 28.23
PIPELAYER (WATER, SEWER AND GAS).....$ 42.51 26.01
PIPEFITTER/STEAMFITTER.....$ 55.94 34.50
PILEDRIVER (INCLUDING VIBRATORY DRIVER OR EXTRACTOR FOR PILING AND SHEETING OPERATIONS).....$ 49.46 30.23
PAVEMENT MARKING OR MARKING REMOVAL EQUIPMENT ((ONE OR TWO PERSON OPERATORS); SELF-PROPELLED TRUCK OR TRAILER MOUNTED UNITS).....$ 33.91 23.49
PAINTER (INCLUDING HAND BRUSHED, HAND SPRAYED, AND THE TAPING OF PAVEMENT MARKINGS).....$ 34.78 24.83
OFF-ROAD TRUCK.....$ 44.67 26.40
MILLWRIGHT.....$ 41.70 31.81
LINEMAN.....$ 46.32 20.12
LANDSCAPING EQUIPMENT (INCLUDES HYDRO SEEDER OR MULCHER, SOD ROLLER, FARM TRACTOR WITH ATTACHMENT SPECIFICALLY SEEDING, SODDING, OR PLANT, AND TWO-FRAMED FORKLIFT (EXCLUDING FRONT, POSIT-TRACK, AND SKID STEER LOADERS), NO EARTHWORK OR GRADING FOR ELEVATIONS).....$ 30.04 21.16
LABORER: SKILLED (ASSISTING SKILLED CRAFT JOURNEYMAN).....$ 39.01 26.01
LABORER: LANDSCAPE (GARDENER, SOD LAYER AND NURSERY OPERATOR).....$ 30.04 21.16
LABORER: COMMON OR GENERAL (GENERAL LABOR WORK)....$ 39.01 26.01
IRONWORKER.....$ 44.85 35.72
HEATING AND FROST INSULATORS.....$ 43.90 23.05
GROUND PERSON.....$ 33.40 16.30
FLAG PERSON.....$ 39.01 26.01
ELECTRICIAN.....$ 48.37 26.13
CEMENT MASON.....$ 57.21 13.26
CARPET LAYER (LINOLEUM).....$ 35.32 14.03
CARPENTER.....$ 49.82 29.92
BRICKLAYER.....$ 36.05 19.68
BOOM TRUCK.....$ 47.25 26.90
BOILERMAKER.....$ 48.35 31.93
BLASTER.....$ 42.01 26.01
ASBESTOS ABATEMENT WORKER.....$ 36.23 22.26
ARTICULATED HAULER.....$ 44.67 26.90

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at https://www.dol.gov/agencies/whd/government-contracts.

Note: Executive Order 13658 generally applies to contracts subject to the Davis-Bacon Act that were awarded on or between January 1, 2015 and January 29, 2022, and that have not been renewed or extended on or after January 30, 2022. Executive Order 13658 does not apply to contracts subject only to the Davis-Bacon Related Acts regardless of when they were awarded. If a contract is subject to Executive Order 13658, the contractor must pay all covered workers at least $13.65 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract from May 11, 2026, through December 31, 2026. The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under Executive Order 13658 is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than """"SU"""", """"UAVG"""", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated

rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The """"SU"""" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The """"SA"""" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can

be:

a) a survey underlying a wage determination
b) an existing published wage determination
c) an initial WHD letter setting forth a position on a wage determination matter
d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210.

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END OF GENERAL DECISION"

6.7 Required Conditions: MN DOLI and Industry Prevailing Wages for State Funded Construction Projects

Insert applicable Minnesota Prevailing Wages here

MINNESOTA DEPARTMENT OF LABOR AND INDUSTRY PREVAILING WAGES FOR STATE FUNDED CONSTRUCTION PROJECTS

THIS NOTICE MUST BE POSTED ON THE JOBSITE IN A CONSPICUOUS PLACE

Construction Type: Highway and Heavy

Region Number: 06

Counties within region:

- DODGE-20
- FILLMORE-23
- FREEBORN-24
- GOODHUE-25
- HOUSTON-28
- MOWER-50
- OLMSTED-55
- RICE-66
- STEELE-74
- WABASHA-79
- WINONA-85

Effective: 2025-11-03 Revised: 2025-12-01

This project is covered by Minnesota prevailing wage statutes. Wage rates listed below are the minimum hourly rates to be paid on this project.

All hours worked in excess of eight (8) hours per day or forty (40) hours per week shall be paid at a rate of one and one half (1 1/2) times the basic hourly rate. *Note: Overtime pay after eight (8) hours on the project must be paid even if the worker does not exceed forty (40) hours in the work week.*

Violations on MnDOT highways and road projects should be reported to:

Department of Transportation
Office of Construction
Transportation Building MS650
John Ireland Blvd
St. Paul, MN 55155
(651) 366-4209

All other prevailing wage violations and questions should be sent to:

Department of Labor and Industry
Prevailing Wage Section
443 Lafayette Road N
St Paul, MN 55155
(651) 284-5091
DLI.PrevWage@state.mn.us

LABOR CODE AND CLASS		EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
LABORERS (101 - 112) (SPECIAL CRAFTS 701 - 730)					
101	LABORER, COMMON (GENERAL LABOR WORK)	2025-11-03	39.01	26.01	65.02
102	LABORER, SKILLED (ASSISTING SKILLED CRAFT JOURNEYMAN)	2025-11-03	39.01	26.01	65.02

LABOR CODE AND CLASS		EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
103	LABORER, LANDSCAPING (GARDENER, SOD LAYER AND NURSERY OPERATOR)	2025-11-03	31.66	22.78	54.44
104	FLAG PERSON	2025-11-03	39.01	26.01	65.02
105	WATCH PERSON	2025-11-03	29.11	22.19	51.30
106	BLASTER	2025-11-03	42.01	26.01	68.02
107	PIPELAYER (WATER, SEWER AND GAS)	2025-11-03	42.51	26.01	68.52
108	TUNNEL MINER	2025-11-03	33.51	22.39	55.90
109	UNDERGROUND AND OPEN DITCH LABORER (EIGHT FEET BELOW STARTING GRADE LEVEL)	2025-11-03	40.51	26.01	66.52
110	SURVEY FIELD TECHNICIAN (OPERATE TOTAL STATION, GPS RECEIVER, LEVEL, ROD OR RANGE POLES, STEEL TAPE MEASUREMENT; MARK AND DRIVE STAKES; HAND OR POWER DIGGING FOR AND IDENTIFICATION OF MARKERS OR MONUMENTS; PERFORM AND CHECK CALCULATIONS; REVIEW AND UNDERSTAND CONSTRUCTION PLANS AND LAND SURVEY MATERIALS). THIS CLASSIFICATION DOES NOT APPLY TO THE WORK PERFORMED ON A PREVAILING WAGE PROJECT BY A LAND SURVEYOR WHO IS LICENSED PURSUANT TO MINNESOTA STATUTES, SECTIONS 326.02 TO 326.15.	2025-11-03	28.18	20.07	48.25
111	TRAFFIC CONTROL PERSON (TEMPORARY SIGNAGE)	2025-11-03	26.42	0.08	26.50
112	QUALITY CONTROL TESTER (FIELD AND COVERED OFF-SITE FACILITIES; TESTING OF AGGREGATE, ASPHALT, AND CONCRETE MATERIALS); LIMITED TO MN DOT HIGHWAY AND HEAVY CONSTRUCTION PROJECTS WHERE THE MN DOT HAS RETAINED QUALITY ASSURANCE PROFESSIONALS TO REVIEW AND	2025-11-03	19.70	0.13	19.83

LABOR CODE AND CLASS		EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
	INTERPRET THE RESULTS OF QUALITY CONTROL TESTERS. SERVICES PROVIDED BY THE CONTRACTOR.				
SPECIAL EQUIPMENT (201 - 204)					
201	ARTICULATED HAULER	2025-11-03	46.25	29.40	75.65
		2026-05-04	47.68	31.00	78.68
202	BOOM TRUCK	2025-11-03	48.96	29.40	78.36
203	LANDSCAPING EQUIPMENT, INCLUDES HYDRO SEEDER OR MULCHER, SOD ROLLER, FARM TRACTOR WITH ATTACHMENT SPECIFICALLY SEEDING, SODDING, OR PLANT, AND TWO-FRAMED FORKLIFT (EXCLUDING FRONT, POSIT-TRACK, AND SKID STEER LOADERS), NO EARTHWORK OR GRADING FOR ELEVATIONS	2025-11-03	41.37	29.40	70.77
		2026-05-04	42.60	31.00	73.60
204	OFF-ROAD TRUCK	2025-11-03	44.67	26.40	71.07
205	PAVEMENT MARKING OR MARKING REMOVAL EQUIPMENT (ONE OR TWO PERSON OPERATORS); SELF-PROPELLED TRUCK OR TRAILER MOUNTED UNITS.	2025-11-03	33.91	23.49	57.40
HIGHWAY/HEAVY POWER EQUIPMENT OPERATOR					
GROUP 2		2025-11-03	47.24	29.40	76.64
		2026-05-04	48.71	31.00	79.71
302	HELICOPTER PILOT (HIGHWAY AND HEAVY ONLY)				
303	CONCRETE PUMP (HIGHWAY AND HEAVY ONLY)				
304	ALL CRANES WITH OVER 135-FOOT BOOM, EXCLUDING JIB (HIGHWAY AND HEAVY ONLY)				
305	DRAGLINE, CRAWLER, HYDRAULIC BACKHOE (TRACK OR WHEEL MOUNTED) AND/OR OTHER SIMILAR EQUIPMENT WITH SHOVEL-TYPE CONTROLS THREE CUBIC YARDS AND OVER MANUFACTURER.S RATED CAPACITY INCLUDING ALL ATTACHMENTS. (HIGHWAY AND HEAVY ONLY)				
306	GRADER OR MOTOR PATROL				
307	PILE DRIVING (HIGHWAY AND HEAVY ONLY)				
308	TUGBOAT 100 H.P. AND OVER WHEN LICENSE REQUIRED (HIGHWAY AND HEAVY ONLY)				

LABOR CODE AND CLASS		EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
GROUP 3		2025-11-03	46.61	29.40	76.01
		2026-05-04	48.05	31.00	79.05
309	ASPHALT BITUMINOUS STABILIZER PLANT				
310	CABLEWAY				
311	CONCRETE MIXER, STATIONARY PLANT (HIGHWAY AND HEAVY ONLY)				
312	DERRICK (GUY OR STIFFLEG)(POWER)(SKIDS OR STATIONARY) (HIGHWAY AND HEAVY ONLY)				
313	DRAGLINE, CRAWLER, HYDRAULIC BACKHOE (TRACK OR WHEEL MOUNTED) AND/OR SIMILAR EQUIPMENT WITH SHOVEL-TYPE CONTROLS, UP TO THREE CUBIC YARDS MANUFACTURER.S RATED CAPACITY INCLUDING ALL ATTACHMENTS (HIGHWAY AND HEAVY ONLY)				
314	DREDGE OR ENGINEERS, DREDGE (POWER) AND ENGINEER				
315	FRONT END LOADER, FIVE CUBIC YARDS AND OVER INCLUDING ATTACHMENTS. (HIGHWAY AND HEAVY ONLY)				
316	LOCOMOTIVE CRANE OPERATOR				
317	MIXER (PAVING) CONCRETE PAVING, ROAD MOLE, INCLUDING MUCKING OPERATIONS, CONWAY OR SIMILAR TYPE				
318	MECHANIC . WELDER ON POWER EQUIPMENT (HIGHWAY AND HEAVY ONLY)				
319	TRACTOR . BOOM TYPE (HIGHWAY AND HEAVY ONLY)				
320	TANDEM SCRAPER				
321	TRUCK CRANE . CRAWLER CRANE (HIGHWAY AND HEAVY ONLY)				
322	TUGBOAT 100 H.P AND OVER (HIGHWAY AND HEAVY ONLY)				
GROUP 4		2025-11-03	46.25	29.40	75.65
		2026-05-04	47.68	31.00	78.68
323	AIR TRACK ROCK DRILL				
324	AUTOMATIC ROAD MACHINE (CMI OR SIMILAR) (HIGHWAY AND HEAVY ONLY)				
325	BACKFILLER OPERATOR				
326	CONCRETE BATCH PLANT OPERATOR (HIGHWAY AND HEAVY ONLY)				
327	BITUMINOUS ROLLERS, RUBBER TIRED OR STEEL DRUMMED (EIGHT TONS AND OVER)				
328	BITUMINOUS SPREADER AND FINISHING MACHINES (POWER), INCLUDING PAVERS, MACRO SURFACING AND MICRO SURFACING, OR SIMILAR TYPES (OPERATOR AND SCREED PERSON)				
329	BROKK OR R.T.C. REMOTE CONTROL OR SIMILAR TYPE WITH ALL ATTACHMENTS				
330	CAT CHALLENGER TRACTORS OR SIMILAR TYPES PULLING ROCK WAGONS, BULLDOZERS AND SCRAPERS				
331	CHIP HARVESTER AND TREE CUTTER				
332	CONCRETE DISTRIBUTOR AND SPREADER FINISHING MACHINE, LONGITUDINAL FLOAT, JOINT MACHINE, AND SPRAY MACHINE				
333	CONCRETE MIXER ON JOBSITE (HIGHWAY AND HEAVY ONLY)				
334	CONCRETE MOBIL (HIGHWAY AND HEAVY ONLY)				
335	CRUSHING PLANT (GRAVEL AND STONE) OR GRAVEL WASHING, CRUSHING AND SCREENING PLANT				
336	CURB MACHINE				
337	DIRECTIONAL BORING MACHINE				
338	DOPE MACHINE (PIPELINE)				

LABOR CODE AND CLASS		EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
339	DRILL RIGS, HEAVY ROTARY OR CHURN OR CABLE DRILL (HIGHWAY AND HEAVY ONLY)				
340	DUAL TRACTOR				
341	ELEVATING GRADER				
342	FORK LIFT OR STRADDLE CARRIER (HIGHWAY AND HEAVY ONLY)				
343	FORK LIFT OR LUMBER STACKER (HIGHWAY AND HEAVY ONLY)				
344	FRONT END, SKID STEER OVER 1 TO 5 C YD				
345	GPS REMOTE OPERATING OF EQUIPMENT				
346	HOIST ENGINEER (POWER) (HIGHWAY AND HEAVY ONLY)				
347	HYDRAULIC TREE PLANTER				
348	LAUNCHER PERSON (TANKER PERSON OR PILOT LICENSE)				
349	LOCOMOTIVE (HIGHWAY AND HEAVY ONLY)				
350	MILLING, GRINDING, PLANNING, FINE GRADE, OR TRIMMER MACHINE				
351	MULTIPLE MACHINES, SUCH AS AIR COMPRESSORS, WELDING MACHINES, GENERATORS, PUMPS (HIGHWAY AND HEAVY ONLY)				
352	PAVEMENT BREAKER OR TAMPING MACHINE (POWER DRIVEN) MIGHTY MITE OR SIMILAR TYPE				
353	PICKUP SWEEPER, ONE CUBIC YARD AND OVER HOPPER CAPACITY(HIGHWAY AND HEAVY ONLY)				
354	PIPELINE WRAPPING, CLEANING OR BENDING MACHINE				
355	POWER PLANT ENGINEER, 100 KWH AND OVER (HIGHWAY AND HEAVY ONLY)				
356	POWER ACTUATED HORIZONTAL BORING MACHINE, OVER SIX INCHES				
357	PUGMILL				
358	PUMPCRETE (HIGHWAY AND HEAVY ONLY)				
359	RUBBER-TIRED FARM TRACTOR WITH BACKHOE INCLUDING ATTACHMENTS (HIGHWAY AND HEAVY ONLY)				
360	SCRAPER				
361	SELF-PROPELLED SOIL STABILIZER				
362	SLIP FORM (POWER DRIVEN) (PAVING)				
363	TIE TAMPER AND BALLAST MACHINE				
364	TRACTOR, BULLDOZER (HIGHWAY AND HEAVY ONLY)				
365	TRACTOR, WHEEL TYPE, OVER 50 H.P. WITH PTO UNRELATED TO LANDSCAPING (HIGHWAY AND HEAVY ONLY)				
366	TRENCHING MACHINE (SEWER, WATER, GAS) EXCLUDES WALK BEHIND TRENCHER (HIGHWAY AND HEAVY ONLY)				
367	TUB GRINDER, MORBARK, OR SIMILAR TYPE				
368	WELL POINT DISMANTLING OR INSTALLATION (HIGHWAY AND HEAVY ONLY)				
GROUP 5		2025-11-03	42.77	29.40	72.17
		2026-05-04	44.06	31.00	75.06
369	AIR COMPRESSOR, 600 CFM OR OVER (HIGHWAY AND HEAVY ONLY)				
370	BITUMINOUS ROLLER (UNDER EIGHT TONS)				
371	CONCRETE SAW (MULTIPLE BLADE) (POWER OPERATED)				
372	FORM TRENCH DIGGER (POWER)				

LABOR CODE AND CLASS		EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
373	FRONT END, SKID STEER UP TO 1C YD				
374	GUNITE GUNALL (HIGHWAY AND HEAVY ONLY)				
375	HYDRAULIC LOG SPLITTER				
376	LOADER (BARBER GREENE OR SIMILAR TYPE)				
377	POST HOLE DRIVING MACHINE/POST HOLE AUGER				
378	POWER ACTUATED AUGER AND BORING MACHINE				
379	POWER ACTUATED JACK				
380	PUMP (HIGHWAY AND HEAVY ONLY)				
381	SELF-PROPELLED CHIP SPREADER (FLAHERTY OR SIMILAR)				
382	SHEEP FOOT COMPACTOR WITH BLADE . 200 H.P. AND OVER				
383	SHOULDERING MACHINE (POWER) APSCO OR SIMILAR TYPE INCLUDING SELF-PROPELLED SAND AND CHIP SPREADER				
384	STUMP CHIPPER AND TREE CHIPPER				
385	TREE FARMER (MACHINE)				
GROUP 6		2025-11-03	41.37	29.40	70.77
		2026-05-04	42.60	31.00	73.60
387	CAT, CHALLENGER, OR SIMILAR TYPE OF TRACTORS, WHEN PULLING DISK OR ROLLER				
388	CONVEYOR (HIGHWAY AND HEAVY ONLY)				
389	DREDGE DECK HAND				
390	FIRE PERSON OR TANK CAR HEATER (HIGHWAY AND HEAVY ONLY)				
391	GRAVEL SCREENING PLANT (PORTABLE NOT CRUSHING OR WASHING)				
392	GREASER (TRACTOR) (HIGHWAY AND HEAVY ONLY)				
393	LEVER PERSON				
394	OILER (POWER SHOVEL, CRANE, TRUCK CRANE, DRAGLINE, CRUSHERS, AND MILLING MACHINES, OR OTHER SIMILAR HEAVY EQUIPMENT) (HIGHWAY AND HEAVY ONLY)				
395	POWER SWEEPER				
396	SHEEP FOOT ROLLER AND ROLLERS ON GRAVEL COMPACTION, INCLUDING VIBRATING ROLLERS				
397	TRACTOR, WHEEL TYPE, OVER 50 H.P., UNRELATED TO LANDSCAPING				
TRUCK DRIVERS					
GROUP 1		2025-11-03	38.80	24.70	63.50
		2026-05-01	40.64	25.40	66.04
601	MECHANIC . WELDER				
602	TRACTOR TRAILER DRIVER				
603	TRUCK DRIVER (HAULING MACHINERY INCLUDING OPERATION OF HAND AND POWER OPERATED WINCHES)				
GROUP 2		2025-11-03	38.16	24.70	62.86
		2026-05-01	39.97	25.40	65.37

LABOR CODE AND CLASS		EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
604	FOUR OR MORE AXLE UNIT, STRAIGHT BODY TRUCK				
GROUP 3		2025-11-03	35.50	21.75	57.25
605	BITUMINOUS DISTRIBUTOR DRIVER				
606	BITUMINOUS DISTRIBUTOR (ONE PERSON OPERATION)				
607	THREE AXLE UNITS				
GROUP 4		2025-11-03	35.74	21.76	57.50
608	BITUMINOUS DISTRIBUTOR SPRAY OPERATOR (REAR AND OILER)				
609	DUMP PERSON				
610	GREASER				
611	PILOT CAR DRIVER				
612	RUBBER-TIRED, SELF-PROPELLED PACKER UNDER 8 TONS				
613	TWO AXLE UNIT				
614	SLURRY OPERATOR				
615	TANK TRUCK HELPER (GAS, OIL, ROAD OIL, AND WATER)				
616	TRACTOR OPERATOR, UNDER 50 H.P.				
SPECIAL CRAFTS					
701	HEATING AND FROST INSULATORS	2025-11-03	43.90	23.05	66.95
702	BOILERMAKERS	2025-11-03	48.35	31.93	80.28
703	BRICKLAYERS	2025-11-03	36.05	19.68	55.73
704	CARPENTERS	2025-11-03	47.57	32.17	79.74
		2026-05-01	50.76	32.17	82.93
705	CARPET LAYERS (LINOLEUM)	2025-11-03	35.32	14.03	49.35
706	CEMENT MASONS	2025-11-03	56.13	14.34	70.47
707	ELECTRICIANS	2025-11-03	49.49	27.25	76.74
711	GROUND PERSON	2025-11-03	33.40	16.30	49.70
712	IRONWORKERS	2025-11-03	46.35	37.86	84.21
		2026-05-03	49.50	37.86	87.36
713	LINEMAN	2025-11-03	46.32	20.12	66.44

LABOR CODE AND CLASS		EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
714	MILLWRIGHT	2025-11-03	41.70	31.81	73.51
715	PAINTERS (INCLUDING HAND BRUSHED, HAND SPRAYED, AND THE TAPING OF PAVEMENT MARKINGS)	2025-11-03	48.00	29.09	77.09
		2026-05-04	50.50	29.09	79.59
716	PILEDRIVER (INCLUDING VIBRATORY DRIVER OR EXTRACTOR FOR PILING AND SHEETING OPERATIONS)	2025-11-03	47.71	31.98	79.69
		2026-05-01	50.90	31.98	82.88
717	PIPEFITTERS . STEAMFITTERS	2025-11-03	59.09	36.45	95.54
		2026-05-01	64.09	36.45	100.54
719	PLUMBERS	2025-11-03	49.91	33.58	83.49
721	SHEET METAL WORKERS	2025-11-03	57.96	34.57	92.53
723	TERRAZZO WORKERS	FOR RATE CALL 651-284-5091 OR EMAIL DLI.PREVWAGE@STATE.MN.US			
724	TILE SETTERS	FOR RATE CALL 651-284-5091 OR EMAIL DLI.PREVWAGE@STATE.MN.US			
725	TILE FINISHERS	FOR RATE CALL 651-284-5091 OR EMAIL DLI.PREVWAGE@STATE.MN.US			
727	WIRING SYSTEM TECHNICIAN	2025-11-03	51.07	23.52	74.59
728	WIRING SYSTEMS INSTALLER	2025-11-03	26.49	12.40	38.89
729	ASBESTOS ABATEMENT WORKER	2025-11-03	36.23	22.26	58.49
730	SIGN ERECTOR	FOR RATE CALL 651-284-5091 OR EMAIL DLI.PREVWAGE@STATE.MN.US			

A P P E N D I X

State Funded Construction Contracts:
Special Provisions Division A - Labor

STATE FUNDED ONLY CONSTRUCTION CONTRACTS
SPECIAL PROVISIONS DIVISION A - LABOR

I. INTRODUCTION

A. **Policy Statement.** It is in the public interest that public buildings and other public works projects be constructed and maintained by the best means and the highest quality of labor reasonably available and that persons working on public works projects be compensated according to the real value of the services they perform.[1]

B. **State Regulations Govern.** This Contract is subject to the Minnesota Prevailing Wage Act[2], Minnesota Fair Labor Standards Act[3], Minnesota Rules[4], Minnesota Department of Labor and Industry (MnDLI) Wage Decision(s), and the MnDLI Truck Rental Rate Schedule.

C. **Purpose.** These provisions: (1) outline your obligations under state and federal laws, rules and regulations; (2) explain the requirements necessary to demonstrate compliance; and (3) explain the processes that the Department will undertake to ensure compliance.

D. **Questions or Resources.** Please visit the Minnesota Department of Transportation (MnDOT) Labor Compliance Unit (LCU) website at: www.dot.state.mn.us/const/labor.

II. DEFINITIONS

Many of the terms used in these provisions are defined in MnDOT's Standard Specifications for Construction,[5] unless defined below.

A. **Apprentice.** A Worker at least 16 years of age who is employed to learn an apprenticeable trade or occupation in a registered apprenticeship program.[6]

B. **Bona Fide.** Made or carried out in good faith; authentic.[7]

C. **Certified Payroll Report (CPR).** A report comprised of two components; (1) a payroll report, and (2) a statement of compliance report.[8]

D. **Contractor.** An individual or business entity that is engaged in construction or construction service-related activities including trucking activities either directly or indirectly through a Contract, or by Subcontract with the Prime Contractor, or by a further Subcontract with any other person or business entity performing Work.[9]

E. **Employer.** An individual, partnership, association, corporation, business trust, or other business entity that hires a Worker.[10]

F. **Fringe Benefit.** An employment benefit given in addition to a Worker's wages or salary.[11]

G. **Independent Truck Owner/Operator (ITO).** An individual, partnership, or principal stockholder of a corporation who owns or holds a vehicle under lease and who contracts that vehicle and the owner's services to an entity which provides construction services to a public works project.[12]

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[1] Minn. Stat. 177.41
[2] Minn. Stat. 177.41 to 177.44
[3] Minn. Stat. 177.21 to 177.35
[4] Minn. R. 5200.1000 to 5200.1120
[5] MnDOT Standard Specifications for Construction, Section 1103
[6] Minn. Stat. 178.011, Subdivision 2
[7] The American Heritage College Dictionary, Third Edition, 2000
[8] Minn. R. 5200.1106, Subpart 10
[9] Minn. R. 5200.1106, Subpart 2(D)
[10] Minn. Stat. 177.42, Subdivision 7
[11] The American Heritage College Dictionary, Third Edition, 2000
[12] Minn. R. 5200.1106, Subpart 7(A)

H. **Journeyworker.** A person who has attained a level of skill, abilities, and competencies recognized within and industry as having mastered the skills and competencies required for the trade or occupation.[13]

I. **Prime Contractor.** An individual or business entity that enters into a Contract with the Department.[14]

J. **Subcontract.** A Contract that assigns some obligations of a prior Contract to another party.[15]

K. **Substantially In Place.** Mineral aggregate is deposited on the project site directly or through spreaders where it can be spread from or compacted at the location where it was deposited.[16]

L. **Total Prevailing Wage Rate.** The sum of the prevailing hourly "basic" and "fringe" rate that is established in a Wage Decision.

M. **Trucking Broker (Broker).** An individual or business entity, the activities of which include, but are not limited to: contracting to provide trucking services in the construction industry to users of such services, contracting to obtain such services from providers of trucking services, dispatching the providers of the services to do Work as required by the users of the services, receiving payment from the users in consideration of the trucking services provided, and making payment to the providers for the services.[17]

N. **Trucking Firm/Multiple Truck Owner (MTO).** Any legal business entity that owns more than one vehicle and hires the vehicles out for services to Trucking Brokers or Contractors on public works projects.[18]

O. **Truck Rental Rate Schedule.** A document prepared by the MnDLI through a Contractor survey process that identifies the required hourly Total Prevailing Wage Rate and operating cost for various types of trucks that perform hauling activities (Work) under a Contract that is funded in whole or in part with state funds.[19]

P. **Wage Decision.** A document prepared by the MnDLI through a Contractor survey process that identifies the required hourly basic rate of pay and hourly Fringe Benefits for various labor classifications that perform Work under a Contract that is funded in whole or in part with state funds.[20]

Q. **Work (Work).** All construction activities associated with a public works project, including any required hauling activities on-the-site-of or to-or-from a public works project and conducted pursuant to a Contract, regardless of whether the construction activity or Work is performed by the Prime Contractor, subcontractor, Trucking Broker, Trucking Firm (MTO), ITO, independent contractor, or employee or agent of any of the foregoing entities.[21]

R. **Worker (Laborer or Mechanic).** A Worker in a construction industry labor class identified in or pursuant to Minnesota Rules 5200.1100, Master Job Classifications.[22]

III. APPLICATION & UNDERSTANDING

A. **Provisions & Prevailing Wage Rates Apply.** These provisions, along with the prevailing Wage Decision(s) that are incorporated into the Contract, apply to all Contractors contracting to do all or part of the Work.[23]

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[13] Minn. Stat. 178.011, Subdivision 9
[14] Minn. R. 5200.1106, Subpart 2(C)
[15] The American Heritage College Dictionary, Third Edition, 2000
[16] Minn. R. 5200.1106, Subpart 5(C)
[17] Minn. R. 5200.1106, Subpart 7(C)
[18] Minn. R. 5200.1106, Subpart 7(B)
[19] Minn. R. 5200.1105
[20] Minn. R. 5200.1020 to 5200.1060
[21] Minn. R. 5200.1106, Subpart 2(A)
[22] Minn. R. 5200.1106, Subpart 5(A)
[23] Minn. Stat. 177.44, Subdivision 1

B. **Truck Rental Rates Apply.** The Truck Rental Rate Schedule incorporated into the Contract applies to all hired trucking entities that perform covered hauling activities related to the project.[24]

C. **Prevailing Wage Terms Must Be Included in All Contracts.** The Prime Contractor is required to ensure that all subcontractors performing Work receive the Contract Wage Decision(s), Truck Rental Rate Schedule, and a copy of these provisions with their written Subcontracts, agreements and/or purchase orders.[25]

D. **Responsible for Understanding All Requirements.** Each Contractor is responsible for understanding all laws, rules, regulations, plans, and specifications that are incorporated physically, or by reference, into the Contract.[26]

E. **E-Verify.** For services valued in excess of $50,000, the Contractor certifies that as of the date of services performed on behalf of State, the Contractor will have implemented or be in the process of implementing the federal E-Verify program for all newly hired employees in the United States who will perform work under the contract. The Prime Contractor is responsible to collect all subcontractor certifications and may do so utilizing the E-Verify Subcontractor Certification Form available at http://www.mmd.admin.state.mn.us/doc/EverifySubCertForm.doc. All subcontractor certifications must be kept on file with the Prime Contractor and made available to the State upon request.

IV. VENDOR REGISTRATION

Vendor Registration Required. A Contractor that performs Work, supplies material, or product must be registered with MnDOT. The Contractor must complete and submit a vendor form[27] to the MnDOT LCU[28], along with all applicable documentation that is required. This registration process is separate and distinct from other state agency requirements.

V. LABOR CLASSIFICATIONS

A. **Labor Classification Assignment.** A Worker must be paid at least the Total Prevailing Wage Rate in the same or most similar trade or occupation.[29] To determine the appropriate labor classification for a Worker, a Contractor must refer to the Wage Decision(s) incorporated into the Contract, the labor classification descriptions for laborers and special crafts established in Minnesota Rules or the United States Department of Labor's Dictionary of Occupational Titles.[30]

B. **Labor Classification Clarification & Disputes.** A Contractor needing assistance in determining a labor classification must submit a Classification Clarification Request[31] to the MnDOT LCU for a written decision. If the Contractor chooses to contest the classification assignment, it must provide written notice to the MnDOT LCU. The MnDOT LCU will forward the matter to the MnDLI for a final ruling.

C. **Performing Work in Multiple Labor Classifications.** For Workers performing Work in multiple labor classifications, the Contractor must compensate at a minimum the Total Prevailing Wage Rate, and report the hours worked, in each applicable labor classification.[32]

VI. WAGE DECISION(S) & WAGE RATE(S)

A. **Applicability of a Highway and Heavy Wage Decision.** A highway and heavy Wage Decision applies to a Worker that is engaged in a construction activity or performing Work to construct or maintain a highway or other public works project, such as a road, street, airport runway, bridge,

[24] Minn. Stat. 177.44, Subdivision 3
[25] MnDOT Standard Specifications for Construction, Section 1801
[26] MnDOT Standard Specifications for Construction, Section 1701
[27] www.dot.state.mn.us/const/labor/documents/forms/contractorform2016.pdf or www.dot.state.mn.us/const/labor/documents/forms/truckvendorform2016.pdf
[28] lcusupport.dot@state.mn.us
[29] Minn. Stat. 177.44, Subdivision 1
[30] Minn. R. 5200.1101 and 1102 and US DOL Dictionary of Occupational Titles
[31] http://www.dot.state.mn.us/const/labor/documents/forms/classification-clarification-request.pdf
[32] Minn. Stat. 177.44, Subdivision 1

power plant, dam or utility[33] that is external to a sheltered enclosure (structure). This includes, but is not limited to, the following Work: site clearing; grading; excavating backfilling; paving; curbs; gutters; sidewalks; culverts; bridges; lighting systems; traffic management systems; installing of utilities out from an exterior meter; fuel islands; communication towers; or other activities similar to highway and/or heavy Work.

B. **Applicability of a Commercial Wage Decision.** A commercial Wage Decision applies to a Worker that is engaged in a construction activity or performing Work to construct a sheltered enclosure (structure) with walk-in access for the purpose of housing persons, machinery, equipment or supplies.[34] This includes, but is not limited to, the following Work: constructing foundations, aprons, stoops; framing walls; installing windows, doors, tiling, plumbing, electrical, HVAC systems; roofing; installing utilities into the building from an exterior meter.

C. **Pay According to Wage Decision(s).**

1. **Contract with One Wage Decision.** If the Contract contains one Wage Decision, the Contractor must examine the Wage Decision and compensate the Worker at a minimum the Total Prevailing Wage Rate for the appropriate labor classification(s).

2. **Contract with Multiple Highway/Heavy Wage Decisions.** If the Contract contains multiple Highway/Heavy Wage Decisions, the Contractor must examine each Wage Decision and compensate the Worker, at a minimum, the Total Prevailing Wage Rate that is the greatest[35] for the appropriate labor classification(s).

3. **Contract with Highway/Heavy and Commercial Wage Decision(s).** If the Contract contains a Highway/Heavy and Commercial Wage Decision(s), the Contractor must first determine which Wage Decision is applicable to the Worker. The Contractor must then compensate the Worker, at a minimum, the Total Prevailing Wage Rate for the appropriate labor classification(s).

D. **Must Pay Total Prevailing Wage Rate.** A Contractor must compensate each Worker, at a minimum, the Total Prevailing Wage Rate(s) for all hours worked on the project for the appropriate labor classification(s).[36]

E. **Missing Wage Rate.** If a Wage Decision fails to include a wage rate for a labor classification(s) that will be utilized on a project, the Contractor must obtain a wage rate prior to furnishing an estimate, quote or bid.[37]

1. **Wage Rate Request.** A Contractor must complete a Request for Rate Assignment form[38] and submit it to the MnDOT LCU[39] for processing.

2. **No Contract Price Adjustment for Missing Wage Rate.** If MnDLI determines that a higher wage rate applies, the Department will not reimburse the Contractor.

F. **Salaried Worker.** A salaried Worker is not exempt from these Provisions. A Contractor must convert the Worker's salary to an average hourly rate of pay by dividing the Worker's salary by the total number of hours Worked (government and non-government) during the pay period.[40] A salaried Worker must be included on a CPR.

G. **Reduction in Standard (Private) Contractual Regular Rate of Pay Prohibited.** A Contractor must not reduce a Worker's standard, contractual regular rate of pay when the prevailing wage rate(s) certified by the MnDLI is less.[41]

[33] Minn. R. 5200.1010, Subdivision 3
[34] United States Department of Labor All Agency Memorandum #130
[35] Minn. Stat. 177.44, Subdivision 4
[36] Minn. Stat. 177.44, Subdivision 1
[37] Minn. R. 5200.1030, Subpart 2a(C)
[38] http://www.dot.state.mn.us/const/labor/documents/forms/request-for-rate-assignment.doc
[39] lcusupport.dot@state.mn.us
[40] Refer to Appendix A
[41] Minn. Stat. 181.03, Subdivision 1(2)

H. **Prohibited Payment Practices.** A Contractor is prohibited from taking (accepting) a rebate for the purpose of reducing or otherwise decreasing the value of the compensation paid.

I. **Prohibited Deductions.** No deductions, direct or indirect, may be made for the items listed below which when subtracted from wages would reduce the wages below Minnesota's minimum wage rate as established in section 177.24[42]

1. **Uniforms.** Purchased or rented uniforms or specifically designed clothing that is required by the Employer, by the nature of employment, or by statute, or as a condition of employment, which is not generally appropriate for use except in that employment.

2. **Equipment.** Purchased or rented equipment used in employment, except tools of a trade, a motor vehicle, or any other equipment which may be used outside the employment. The cost of the Worker's use of equipment used outside of employment, such as tools, a motor vehicle, cell phone, may be deducted only if an agreement between the Employer and employee existed prior to the deduction.

3. **Supplies.** Consumable supplies required in the course of employment.

4. **Travel Expenses.** Travel expenses in the course of employment except those incurred in traveling to and from the employee's residence and place of employment.

VII. HOURS OF WORK

A. **Work Performed Under the Contract.** A Worker performing Work is subject to prevailing wage for all hours associated with the Contract[43], unless the Worker is exempt under state law.[44]

B. **Wait Time Subject to Prevailing Wage.** A Worker who is required to remain on the project and is waiting to Work because of the fault of the Contractor is considered "engaged to wait" and subject to prevailing wage for the time spent, unless the Worker is completely relieved of duty and free to leave the project for a defined period of time.

VIII. FRINGE BENEFITS

A. **Funded Fringe Benefit Plan Criteria.** In order for a funded Fringe Benefit (e.g., health/medical insurance, disability insurance, life insurance, pension, etc.) to be considered and creditable towards the Total Prevailing Wage Rate it must be:[45]

1. a contribution irrevocably made by a Contractor on behalf of an Worker to a financially responsible trustee, third person, fund, plan, or program;

2. carried out under a financially responsible plan or program;

3. legally enforceable;

4. communicated in writing to the Worker; and

5. made available to the Worker once he/she has met all eligibility requirements.

B. **Unfunded Fringe Benefit Plan Criteria.** In order for a unfunded Fringe Benefit (e.g., vacation, holiday, sick leave, etc.) to be considered and creditable towards the Total Prevailing Wage Rate it must be:[46]

1. reasonably anticipated to provide a benefit;

2. a commitment that can be legally enforced;

[42] Minn. Stat. 177.24, Subdivision 4(1-4)
[43] Minn. Stat. 177.44, Subdivision 1
[44] Minn. Stat. 177.44, Subdivision 2 or Minn. R. 5200.1106, Subpart 4
[45] Minn. Stat. 177.42, Subdivision 6
[46] Minn. Stat. 177.42, Subdivision 6

3. carried out under a financially responsible plan or program;

4. communicated in writing to the Worker; and

5. made available to the Worker once he/she has met all eligibility requirements.

C. **Fringe Benefit Contributions for Hours Worked.** A Contractor that provides Fringe Benefits to a Worker must make contributions, not less than quarterly[47], for all hours worked,[48] including overtime hours, unless it's a defined benefit or contribution plan that provides for immediate participation and immediate or essentially immediate vesting **(see subpart D2 of this section)**.

D. **Hourly Fringe Benefit Credit.** An hourly Fringe Benefit credit toward the Total Prevailing Wage Rate must be determined separately for each Worker based on one or more of the following methods:

1. **Monthly, Quarterly or Annual Computation Methods.** A Contractor must compute its monthly, quarterly or annual cost of a particular Fringe Benefit and divide that amount by the estimated total number of hours worked (government and non-government) during the time frame used.[49] Typical plans that require monthly, quarterly or annual computations include but are not limited to: health/medical insurance, disability insurance, life insurance, vacation, holiday, sick leave and defined benefit or contribution pension plans that do not provide for immediate participation and immediate or essentially immediate vesting.

2. **Fringe Benefit Credit not Requiring Monthly, Quarterly or Annual Computation Methods.** A defined benefit or contribution pension plan that allows for a higher hourly rate of contribution for government work (prevailing wage) than non-government (non-prevailing wage) will be fully credited only if the plan provides for immediate participation and immediate or essentially immediate vesting.

E. **Wages In Lieu of Fringe Benefits.** A Contractor that does not provide full Fringe Benefits must compensate a Worker the difference between the Total Prevailing Wage Rate and the rate actually paid for the appropriate labor classification(s). The compensation paid is considered wages and subject to tax liabilities.

1. **Overtime**. The cash equivalent (wages paid) made in lieu of Fringe Benefits is excluded from the overtime calculation requirement, unless the cash equivalent (wages paid) is part of the Worker's standard straight time wage.

F. **Administrative Costs Not Creditable.** Administrative expenses incurred by a Contractor in connection with the administration of a Bona Fide Fringe Benefit plan are not creditable towards the Total Prevailing Wage Rate.

G. **Federal, State & Local Fringe Benefit Credit Prohibited.** No credit is allowed for benefits required by federal, state or local law, such as: worker's compensation, unemployment compensation, and social security contributions.[50]

IX. OVERTIME

A. **Overtime after 8 Hours per Day or 40 Hours per Week.** A Contractor must not permit or require a Worker to work longer than the prevailing hours of labor unless the Worker is paid for all hours in excess of the prevailing hours at a rate of at least 1.5 times the hourly basic rate of pay.[51] The prevailing hours of labor is defined as not more than 8 hours per day and more than 40 hours per week.[52]

[47] 29 CRF, Part 5.5(a)(1)(i)
[48] Government and non-government Work
[49] Refer to Appendix B
[50] Minn. Stat. 177.42, Subdivision 6
[51] Minn. Stat. 177.44, Subdivision 1 and Refer to Appendix D
[52] Minn. Stat. 177.42, Subdivision 4

B. **Wages in Lieu of Fringe Benefits Overtime.** Wages paid in Lieu of Fringe Benefits must be paid for all hours worked under the contract.

C. **Multiple Labor Classifications and Overtime.** A Worker employed in multiple labor classifications throughout a workweek must be compensated at the applicable labor classification overtime rate in effect during the hours worked in excess of 8 hours per day or 40 hours per week.

D. **Federal Fair Labor Standards Act (FLSA) and Overtime.** A Contractor subject to the FLSA may be subject to additional overtime compensation requirements.

X. PAYROLLS AND STATEMENTS

A. **Reporting.** Each Contractor that is performing Work must submit a CPR(s) to the Department.

1. **Payroll Report (Paper).** Each Contractor performing Work must submit a paper (written) payroll report to the Department. The payroll report is available on the MnDOT LCU website.[53]

2. **Statement of Compliance (Paper).** Each Contractor's paper (written) payroll report must include a paper (written) "Statement of Compliance Form". The "Statement of Compliance Form" must: (1) state whether or not Fringe Benefits are provided to a Worker; (2) provide a description of each benefit, the hourly contribution made on behalf of each Worker, along with fund/plan information; and (3) a signature attesting that the payroll and Fringe Benefit information provided is truthful and accurate.[54]

3. **Electronic Reporting.** If the Contract is subject to electronic reporting, each Contractor performing Work must submit a CPR(s) using the AASHTOWare, Civil Rights Labor (CRL) system. Refer to the **Special Provisions Division S – "Electronic Submission of Payrolls and Statements"** which is incorporated into and found elsewhere in the Contract for detailed requirements.

B. **Biweekly Payroll Reporting and Payment of Wages.** A CPR(s) must be submitted no later than 14 calendar days after the end of each Contractor's pay period[55] to the Department. A Contractor must pay its employees at least once every 14 calendar days.[56]

C. **Payroll Report Data.** Each payroll report must include all Workers that performed Work and provide at a minimum the following information:[57]

1. Contractor's name, address, and telephone number.
2. State project number.
3. Contract number (if applicable).
4. Project number.
5. Payroll report number.
6. Project location.
7. Workweek end date.
8. Each Worker's name, home address, and social security number.[58]
9. Labor classification(s) title(s) and optional three-digit code for each Worker.

[53] www.dot.state.mn.us/const/labor/certifiedpayroll.html
[54] Minn. R. 5200.1106, Subpart 10
[55] Minn. Stat. 177.43, Subdivision 3
[56] Minn. Stat. 177.30 (a)(4)
[57] Minn. Stat. 177.30 (a)(1-4) and Minn. R. 5200.1106, Subpart 10
[58] Minn. R. 5200.1106, Subpart 10A & Minn. Stat. 13.355, Subdivision 1

10. Hours worked daily and weekly in each labor classification, including overtime hours, for each Worker.

11. Wage rate paid to each Worker for straight time and overtime.

12. Authorized legal deductions for each Worker.

13. Project gross amount, weekly gross amount, and net wages paid to each Worker.

D. **Prime Contractor to Ensure Compliance.** The Prime Contractor must review the CPR(s) submitted by each lower tier Contractor and sign the "Statement of Compliance Form".[59] The Prime Contractor must ensure that each lower tier Contractor's CPR(s) include all Workers that performed Work and accurately reflect labor classifications, hours worked, regular and overtime rates of pay, gross earnings for the project and Fringe Benefits.[60]

E. **Retention of CPR(s).** The Prime Contractor must keep its written CPR(s), including those of all lower tier Contractors, for three (3) years after the final payment is issued.[61]

F. **Retention of Employment-Related Records.** Each Contractor must keep employee records, including, but not limited to: Fringe Benefit statements, time cards, payroll ledgers, check registers and canceled checks[62] for at least three (3) years after the final payment is issued.[63] Other laws may have longer retention requirements.

G. **Detailed Earning Statement.** At the end of each pay period, each Contractor must provide every Worker, in writing or by electronic means, an accurate, detailed earnings statement.[64]

H. **Reports and Records Request.** Upon a request from the Department, the Prime Contractor must promptly furnish copies of CPR(s) for its Workers and those of all lower tier Contractors, along with employment-related records, documents, and agreements that the Department considers necessary to determine compliance.[65]

XI. APPRENTICES, TRAINEES AND HELPERS

A. **Apprentice.** An Apprentice will be permitted to Work at less than the prevailing basic hourly rate only if the Apprentice is:

1. Registered with the U.S. Department of Labor (DOL), Bureau of Apprenticeship and Training or MnDLI Division of Voluntary Apprenticeship.[66]

2. Performing Work of the trade, as described in the apprenticeship agreement.

3. Compensated according to the rate specified in the program for the level of progress.[67]

4. Supervised by a Journeyworker from the same company, in accordance with the program ratio requirements.[68]

B. **Ratio Requirement.** If an approved apprenticeship program fails to define a ratio allowance, the first Apprentice must be supervised by a Journeyworker within the same trade or occupation. Any subsequent Apprentice must be supervised by an additional three Journeyworkers.[69]

[59] MnDOT Standard Specifications for Construction, Section 1701
[60] MnDOT Standard Specifications for Construction, Section 1801
[61] Minn. Stat. 177.30 (a)(5)
[62] Minn. R. 5200.1106, Subpart 10
[63] Minn. Stat. 177.30 (a)(5)
[64] Minn. Stat. 181.032
[65] Minn. Stat. 177.44, Subdivision 7; Minn. Stat. 177.33(a)(5)
[66] Minn. R. 5200.1070, Subpart 1
[67] Minn. R. 5200.1070, Subpart 1 and Refer to Appendix C
[68] Minn. Stat. 178.036, Subdivision 5
[69] Minn. Stat. 178.036, Subdivision 5

C. **Failure to Comply with Apprenticeship Requirements.** If a Contractor fails to demonstrate compliance with the terms established in this section, the Contractor must compensate the Apprentice not less than the applicable Total Prevailing Wage Rate for the actual classification of labor performed.[70]

D. **Trainee and Helper.** A trainee or helper is not exempt from prevailing wage under state law. The Contractor must assign the trainee or helper a labor classification that is the "same or most similar"[71] and compensate the trainee or helper for the actual Work performed regardless of the trainee's or helper's skill level.

XII. INDEPENDENT CONTRACTORS, OWNERS, SUPERVISORS, AND FOREMAN

A. **Independent Contractor.** An independent contractor (IC) that is not an Independent Truck Owner/Operator (ITO), who is performing Work must be properly classified and compensated.[72] The IC must submit a CPR(s) to the Department. If the IC does not receive an hourly wage, but instead a weekly, biweekly, monthly or quarterly distribution for performance, the IC must calculate its hourly rate of pay by dividing the weekly, biweekly, monthly, or quarterly company distribution by all hours worked during that time frame and report the information on a CPR. If necessary, the Department may request documentation from the IC to determine how the hourly wage rate was calculated.[73]

B. **Owners, Supervisors and Foreman.** An owner, supervisor, or foreman performing Work is subject to prevailing wage and must be properly classified, compensated and reported.[74]

XIII. TRUCKING

A. **Covered Hauling Activities.** A Contractor must ensure that all Workers, including hired Trucking Brokers, MTOs and ITOs are paid the applicable Total Prevailing Wage Rate or truck rental rate for the following Work:

1. The hauling of any or all stockpiled or excavated materials on the project work site to other locations on the same project even if the truck leaves the work site at some point.[75]

2. The delivery of materials from a non-commercial establishment to the project and the return haul to the starting location either empty or loaded.[76]

3. The delivery of materials from another construction project site to the public works project and the return haul, either empty or loaded. Construction projects are not considered commercial establishments.[77]

4. The hauling required to remove any materials from the project to a location off the project site and the return haul, either empty or loaded from other than a commercial establishment.[78]

5. The delivery of materials or products by trucks hired by a Contractor, subcontractor, or agent thereof, from a commercial establishment.[79]

6. The delivery of sand, gravel, or rock, by or for a commercial establishment, which is deposited "substantially in place," either directly or through spreaders from the transporting vehicles is work under the contract. In addition, the return haul to the off-site facility empty or loaded is also considered work under the contract.[80]

[70] Minn. R. 5200.1070, Subpart 3
[71] Minn. Stat. 177.44, Subdivision 1
[72] Minn. Stat. 177.44, Subdivision 1
[73] Minn. Stat. 177.30(a)(5); Minn. Stat. 181.723
[74] Minn. Stat. 177.44, Subdivision 1
[75] Minn. R. 5200.1106, Subpart 3B(1)
[76] Minn. R. 5200.1106, Subpart 3B(2)
[77] Minn. R. 5200.1106, Subpart 3B(3)
[78] Minn. R. 5200.1106, Subpart 3B(4)
[79] Minn. R. 5200.1106, Subpart 3B(5)
[80] Minn. R. 5200.1106, Subpart 3B(6)

B. **Hauling Activities Not Subject to Prevailing Wage or Truck Rental Rates.** A Contractor may exclude a Worker, including hired Trucking Brokers, MTOs and ITOs from prevailing wage or truck rental rates for the Work described in (1-2) of this section. However, this Work may be considered hours worked and subject to standard compensation pursuant to the Minnesota Fair Labor Standards Act.

1. The delivery of processed or manufactured goods to a public works project by the employees of a commercial establishment including truck owner-operators hired by and paid by the commercial establishment, unless it is the delivery of mineral aggregate that is incorporated into the work under the contract by depositing the material substantially in place.[81]

2. The delivery of oil offsite, as an example, to a Prime Contractor's permanent (commercial) asphalt mixing facility that is not to, from, or on the project Work site.[82]

C. **Repair, Maintenance & Waiting to Load Time.** An ITO and MTO must be paid the truck rental rate for time spent repairing or maintaining the truck owner-operator's equipment, and for waiting to load or unload if the repair, maintenance, or wait time is the fault of the Trucking Broker, Contractor, its agent or employees.[83]

D. **Month End Trucking Report.** A Contractor that acquires the services of an ITO or MTO must submit a "MnDOT – MTO and/or ITO Month-End Trucking Report", and a "MnDOT – Month-End Trucking Statement of Compliance Form" to the Department for each month hauling activities are performed under the Contract.[84] The forms are available on the MnDOT LCU website.[85]

E. **Broker Fee.** A truck broker contracting to provide trucking services directly to a prime contractor or subcontractor is allowed to assess a broker fee.

XIV. OFF-SITE FACILITIES

A. **Off-Site Facility Activities Subject to Prevailing Wage.** A Contractor must ensure that all Workers performing Work at a covered off-site facility are paid the applicable Total Prevailing Wage Rate for the following Work:

1. The processing or manufacturing of material at a Prime Contractor's off-site facility that is not a separately held commercial establishment.[86]

2. The processing or manufacturing of material at an off-site facility that is not considered a commercial establishment.[87]

B. **Off-Site Facility Activities Not Subject to Prevailing Wage.** A Contractor may exclude a Worker from prevailing wage for the following work:

1. The processing or manufacturing of material or products by or for a commercial establishment.[88]

2. The work performed by Workers employed by the owner or lessee of a gravel or borrow pit that is a commercial establishment, even if the screening, washing or crushing machines are portable.[89]

XV. SUBCONTRACTING PART OF THE CONTRACT

[81] Minn. R. 5200.1106, Subpart 4(C)
[82] J.D. Donovan, Inc. vs. Minnesota Department of Transportation, 878 N.W.2d 1 (2016)
[83] Minn. R. 5200.1106, Subpart 8(A)(1)
[84] Minn. R. 5200.1106, Subpart 10
[85] http://www.dot.state.mn.us/const/labor/forms.html
[86] ALJ Findings of Fact, Conclusions of Law, and Recommendation, Conclusions (7), Case #12-3000-11993-2
[87] Minn. R. 5200.1106, Subpart 3(A)
[88] Minn. R. 5200.1106, Subpart 4(A)
[89] Minn. R. 5200.1106, Subpart 4(B)

The Prime Contractor must include the Contract Special Provisions, Wage Decision(s) and Truck Rental Rate Schedule in all Subcontracts, agreements and purchase orders with lower tier Contractors.[90] This requirement also applies to all lower tier subcontractors.

XVI. SITE OF WORK REQUIREMENTS

A. **Poster Board.** The Prime Contractor must construct and display a poster board containing all required posters. The poster board must be accurate, legible, and accessible to all project Workers from the first day of Work until the project is one hundred percent (100%) complete.[91] A poster board at an off-site location, or inside a construction trailer, does not meet this requirement.

B. **How to Obtain a Poster Board.** The Prime Contractor may obtain the required posters and the necessary contact information that is required to be inserted on each poster by visiting the MnDOT LCU website.[92]

C. **Employee Interviews.** The Contractor must permit representatives from the Department or other governmental entities[93] to interview Workers at any time during working hours on the project.[94]

XVII. CHILD LABOR

A. **No Worker under the Age of 18.** No Worker under the age of 18 is allowed to perform Work on a Project Site, except pursuant to Section XVII B below.[95]

B. **Parental Supervision.** A Worker under the age of 18 may perform Work on a Project Site if all of the following criteria are met:

1. The Contractor (Employer) is not subject to FLSA.
2. The Worker is employed in a corporation owned solely by one or both parents.
3. The Worker is supervised by the parent(s).
4. The Worker is not working in a hazardous occupation.[96]

C. **Removal of Minor from Project.** The Engineer or inspector may remove a Worker that appears to be under the age of 18 from the Project Site until the Contractor or Worker can demonstrate proof of age and compliance with all applicable federal and state regulations.[97]

XVIII. NON-COMPLIANCE AND ENFORCEMENT

A. **Case-by-Case Enforcement.** The Department has the authority to enforce the prevailing wage law on a case-by-case.[98]

B. **Prime Contractor Responsible for Unpaid Wages.** The Prime Contractor will be held liable for any unpaid wages to its Workers or those of any lower tier Contractor.[99]

C. **Enforcement Options.** If evidence shows that a Contractor has violated prevailing wage requirements, or these Special Provisions, the Department may, after written notice, implement one or more of the following:

[90] MnDOT Standard Specifications for Construction, Section 1801
[91] Minn. Stat. 177.44, Subdivision 5
[92] www.dot.state.mn.us/const/labor/posterboards
[93] MnDLI, U.S. DOL, , U.S. Department of Transportation, Federal Highways Administration
[94] MnDOT Standard Specifications for Construction, Section 1511
[95] Minn. R. 5200.0910, Subpart F; 29 CFR Part 570.2(a)(ii)
[96] Minn. R. 5200.0930, Subpart 4
[97] Minn. Stat. 181A.06, Subdivision 4; MnDOT Standard Specifications for Construction, Section 1701
[98] *See* International Union of Operating Engineers, Local 49 v. MnDOT, No. C6-97-1582, 1998 WL 74281, at *2 (Minn. App. Feb. 24, 1998)
[99] MnDOT Standard Specifications for Construction, Section 1801

1. **Withholding Payment.** The Department may withhold from the Prime Contractor payments relating to prevailing wage underpayments.[100]

2. **Non-Responsible Contractor.** The Department may reject a bid from a Prime Contractor that has received two (2) or more Determination Letters within a three (3) year period from the Department finding an underpayment by the Contractor to its own employees.[101]

3. **Default.** The Department may take the prosecution of the Work out of the hands of the Prime Contractor, place the Contractor in default, and terminate the Contract for failure to comply.[102]

4. **Suspension or Debarment.** The Department may refer violations and matters of non-compliance by a Contractor to the Minnesota Department of Administration for suspension or debarment proceedings.[103]

5. **County Attorney.** The Department may refer suspected criminal violations by Contractor to the appropriate local county attorney for prosecution.[104]

6. **Financial Penalties.** Any Contractor who violates the state prevailing wage law is guilty of a misdemeanor and may be fined not more than $300 or imprisoned not more than 90 days or both. Each day that the violation continues is a separate offense.[105] A Contractor may be fined up to $1,000 for each failure to maintain records.[106]

7. **False Claims Act Violation.** All required payroll and certification reports are legal documents; knowing falsification of the documents by a Contractor may result in civil action and/or criminal prosecution[107] and may be grounds for debarment proceedings.[108]

8. **Compliance Order.** The Department may request that MnDLI issue a compliance order to a Contractor for violations of the state prevailing wage law. If the Contractor is found to have committed a violation, liquidated damages and other costs may be assessed against the Employer.[109]

9. **Private Right of Action.** The Department may direct an employee to pursue a civil action in district court against its Employer for failure to comply with the proper payment of wages.[110] If the Employer is found to have committed a violation, liquidated damages and other costs may be assessed against the Employer.[111]

10. **Fringe Benefits; Misdemeanor.** A Contractor that is obligated to deposit Fringe Benefit contributions on behalf of a Worker into a financially responsible trustee, third person, fund, plan, or program and fails to make timely contributions is guilty of a gross misdemeanor or other violations under federal law.[112]

[100] MnDOT Standard Specifications for Construction, Section 1906
[101] Minn. Stat. 16C.285
[102] MnDOT Standard Specifications for Construction, Section 1808
[103] Minn. R. 1230.1150, Subpart 2(A)(4)
[104] Minn. Stat. 177.44, Subdivision 7
[105] Minn. Stat. 177.44, Subdivision 6
[106] Minn. Stat. 177.30(b)
[107] Minn. Stat. 15C.02; , Minn. Stat. 161.315; Minn. Stat. 177.32; Minn. Stat. 177.43, Subdivision 5, Minn. Stat. 609.63
[108] Minn. Stat. 161.315 and Minn. Stat. 609.63
[109] Minn. Stat. 177.43, Subdivision 6a
[110] Minn. Stat. 177.27, Subdivision 8
[111] Minn. Stat. 177.27, Subdivision 10
[112] Minn. Stat. 181.74, Subdivision 1

THE FOLLOWING APPENDICES ARE FOR EXPLANATORY PURPOSES ONLY. FOR SPECIFIC QUESTIONS, PLEASE CONTACT LCU.[113]

APPENDIX A — SALARIED WORKER WAGE COMPUTATION

Salaried Workers. In order to convert the Worker's salary into an hourly rate of pay, divide the employee's weekly, bi-weekly or monthly earnings by the total number of hours Worked (government and non-government), including overtime hours for the time period used.[114]

$800.00 (weekly salary) / 40 (total weekly hours) = $20.00

$1,600.00 (bi-weekly salary) / 80 (total bi-weekly hours) = $20.00

$3,200.00 (monthly salary) / 160 (total monthly hours) = $20.00

APPENDIX B — FRINGE BENEFIT CREDIT

Fringe Benefit Credit Calculation. The Employer contributes monthly ($600.00) for medical insurance on behalf of a Worker. In order to calculate the projected hourly credit that the Employer can take, the Employer should: (1) add the monthly contributions for each Worker, (2) multiply by twelve (12) months, and (3) divide the total cost of the benefit by the total hours worked (government and non-government)[115] (see annual example below). Quarterly and monthly examples are also provided.

Annual: **($600.00) x (12 months) = $7,200.00**
($7,200.00) / (2080 hours) = $3.46 per hour credit

Quarterly: **($600.00) x (3 months) = $1,800.00**
($1,800.00) / (520 hours) = $3.46 per hour credit

Monthly: **($600.00) x (1 month) = $600.00**
($600.00) / (173 hours) = $3.47 per hour credit

End of Year Self-Audit. At the end of the calendar year, the Contractor must conduct an audit to determine if the hourly fringe benefit credit taken for each Worker was accurate. The Contractor must calculate the total annual fringe benefits paid on behalf of each Worker and divide that amount by the total number of hours worked (government and non-government) by that Worker. If the hourly fringe benefit credit was less than what was reported on a CPR, the contractor must compensate the Worker the hourly difference, multiplied by the total hours worked under the Contract.

APPENDIX C — APPRENTICE RATE OF PAY

State Requirements. The Apprentice must be compensated according his/her level of progress, which is expressed as a percentage of the Journeyworker wage that is established in the program.

Journeyworker Wage Established in Program = $25.00

Apprentice Level of Progress = 60%

($25.00) * (.60) = $15.00

[113] lcusupport.dot@state.mn.us or (651) 366-4238
[114] United States Department of Labor Field Operation Handbook, Section 15f08
[115] United States Department of Labor Field Operation Handbook, Section 15f12

Overtime Hourly Rate of Pay. Here is the formula to calculate the required minimum overtime.[116]

OT = (PW * .5) + (HW) + (RF) + (F)

Definition of OT Acronyms

OT: overtime.
PW: the basic hourly prevailing wage rate established in a federal and/or state prevailing Wage Decision.
HW: hourly wage rate paid to a Worker.
RF: remaining fringe, which means the difference between the Contract hourly Fringe Benefit rate and the actual hourly Fringe Benefit rate paid by the Contractor to a third party on behalf of a Worker.
F: Fringe Benefit contributions that are bona-fide and contributed by an Employer to a third party on behalf of a Worker.

The Total Prevailing Wage Rate for a Worker is $30.00, which is comprised of an hourly basic rate of $20.00 and an hourly fringe rate of $10.00. The table below includes various hourly basic and Fringe Benefit payments that a Contractor could potentially make to a Worker.

OT CALCULATION FORMULA AND EXAMPLES
OT = (PW * .5) + (HW) + (RF) + (F)

Hourly Wage Paid	Fringe Benefits Paid	Payment To Employee (PW * .5) + (HW) + (RF)	Fringe Payment + (F)	Total Payment = OT
$ 20.00	$ 10.00	($ 20.00 * .5) + ($ 20.00) + ($ 0.00) = $ 30.00	+ $ 10.00	= $ 40.00
$ 18.00	$ 12.00	($ 20.00 * .5) + ($ 18.00) + ($ 0.00) = $ 28.00	+ $ 12.00	= $ 40.00
$ 22.00	$ 8.00	($ 20.00 * .5) + ($ 22.00) + ($ 0.00) = $ 32.00	+ $ 8.00	= $ 40.00
$ 30.00	$ 0.00	($ 20.00 * .5) + ($ 30.00) + ($ 0.00) = $ 40.00	+ $ 0.00	= $ 40.00
$ 24.00	$ 4.00	($ 20.00 * .5) + ($ 24.00) + ($ 2.00) = $ 36.00	+ $ 4.00	= $ 40.00

Regarding the last example the Contractor would be required to pay an additional $2.00 to the Worker, which is wages in lieu of fringe for a straight time hourly rate of $26.00 not $24.00.

A Contractor subject to the Fair Labor Standards Act (FLSA) may be subject to additional overtime compensation requirements.

[116] United States Department of Labor Field Operation Handbook, Section 15k

A P P E N D I X

Truck Rental Rates

DEPARTMENT OF LABOR AND INDUSTRY

Dec. 22, 2025

Notice of truck rental rate certification and effective date

The Department of Labor and Industry (DLI) commissioner has certified the minimum truck rental rates for state-funded highway projects effective December 22, 2025. This certification follows the publication of the Notice of Truck Rental Rate Determination in the State Register on Dec. 1, 2025, and the informal conference held pursuant to Minnesota Rules, part 5200.1105 on Dec. 12, 2025.

According to Minnesota Rules, part 5200.1105, the purpose of the informal conference was for DLI to obtain further input regarding the determined rates prior to the certification. No written input regarding the determination was received by DLI prior to the informal conference.

The truck rental rate is determined for each equipment type by adding the average hourly cost of operating the vehicle to the certified prevailing-wage rate for the driver. The average hourly operating costs are determined by voluntary survey of truck owner operators, trucking contractors and trucking firms. Cost data used in DLI's analysis must be representative of five trucking firms of various size and five independent truck owner operators for each type of truck.

The determination of the minimum truck rental rates by region are as follows.

Three-axle units

Region	Effective date	607 driver rate	Operating cost	Truck rental rate
Region 1	Certification date	$64.83	$37.35	$102.18
	Increase May 01, 2026	$67.42	$37.35	$104.77
Region 2	Certification date	$57.49	$37.35	$94.84
	Increase May 01, 2026	$59.79	$37.35	$97.14
Region 3	Certification date	$46.26	$37.35	$83.61

Region	Effective date	607 driver rate	Operating cost	Truck rental rate
Region 4	Certification date	$60.37	$37.35	$97.72
Region 5	Certification date	$48.01	$37.35	$85.36
Region 6	Certification date	$57.25	$37.35	$94.60
Region 7	Certification date	$47.10	$37.35	$84.45
Region 8	Certification date	$43.50	$37.35	$80.85
Region 9	Certification date	$65.30	$37.35	$102.65
	Increase May 01, 2026	$67.91	$37.35	$105.26
Region 10	Certification date	$59.51	$37.35	$96.86

Four or more axle units

Region	Effective date	604 driver rate	Operating cost	Truck rental rate
Region 1	Certification date	$64.95	$73.41	$138.36
	Increase May 01, 2026	$67.55	$73.41	$140.96
Region 2	Certification date	$54.72	$73.41	$128.13
Region 3	Certification date	$41.98	$73.41	$115.39
Region 4	Certification date	$53.73	$73.41	$127.14
Region 5	Certification date	$54.76	$73.41	$128.17

Region	Effective date	604 driver rate	Operating cost	Truck rental rate
Region 6	Certification date	$62.86	$73.41	$136.27
	Increase May 01, 2026	$65.37	$73.41	$138.78
Region 7	Certification date	$57.65	$73.41	$131.06
	Increase May 01, 2026	$59.96	$73.41	$133.37
Region 8	Certification date	$46.00	$73.41	$119.41
Region 9	Certification date	$65.41	$73.41	$138.82
	Increase May 01, 2026	$68.03	$73.41	$141.44
Region 10	Certification date	$56.06	$73.41	$129.47

Tractor

Region	Effective date	602 driver rate	Operating cost	Tractor-only truck rental rate	Plus trailer operating cost	Tractor trailer rental rate
Region 1	Certification date	$65.58	$54.96	$120.54	$11.46	$132.00
	Increase May 01, 2026	$68.20	$54.96	$123.16	$11.46	$134.62
Region 2	Certification date	$58.25	$54.96	$113.21	$11.46	$124.67
	Increase May 01, 2026	$60.58	$54.96	$115.54	$11.46	$127.00
Region 3	Certification date	$48.35	$54.96	$103.31	$11.46	$114.77
Region 4	Certification date	$50.27	$54.96	$105.23	$11.46	$116.69

Region	Effective date	602 driver rate	Operating cost	Tractor-only truck rental rate	Plus trailer operating cost	Tractor trailer rental rate
Region 5	Certification date	$28.84	$54.96	$83.80	$11.46	$95.26
Region 6	Certification date	$63.50	$54.96	$118.46	$11.46	$129.92
	Increase May 01, 2026	$66.04	$54.96	$121.00	$11.46	$132.46
Region 7	Certification date	$58.25	$54.96	$113.21	$11.46	$124.67
	Increase May 01, 2026	$60.58	$54.96	$115.54	$11.46	$127.00
Region 8	Certification date	$47.50	$54.96	$102.46	$11.46	$113.92
Region 9	Certification date	$66.05	$54.96	$121.01	$11.46	$132.47
	Increase May 01, 2026	$68.69	$54.96	$123.65	$11.46	$135.11
Region 10	Certification date	$58.25	$54.96	$113.21	$11.46	$124.67
	Increase May 01, 2026	$60.58	$54.96	$115.54	$11.46	$127.00

The current operating costs and truck rental rates may be reviewed by accessing DLI's website at https://dli.mn.gov/business/employment-practices/prevailing-wage-minimum-truck-rental-rates. Questions about the truck rental rates or the informal conference notice below can be answered by calling 651-284-5192.

The minimum truck rental rate for these four types of trucks in the State's 10 highway and heavy construction areas will be effective for all highway and heavy construction projects financed in whole or part with state funds advertised for bid on or after the day the notice of certification is published in the *State Register*.

Sincerely,

Nicole Blissenbach

DLI commissioner

A P P E N D I X

Homeowner Access Agreement

RED WING
WATER SERVICE REPLACEMENT AGREEMENT

The purpose of this Agreement is to set forth the terms and conditions pursuant to which the City of Red Wing ("City") will provide a new private water service to the undersigned owner's property at:

	Red Wing	MN	55066
Property Address with Galvanized Service	City	State	Zip

The new private water service will replace the existing galvanized service per the City's authorization to complete this work under Minnesota Statutes, Section 446A.077.

CONSIDERATION:
This Agreement anticipates the work to be performed by City staff and/or by a contractor selected by City. Each party agrees that the promises made by the other party and the benefits to be derived from their execution are full and sufficient consideration for entering into this Agreement.

CITY RESPONSIBILITIES:

1. City staff and/or a contractor selected by the City will correct/replace the meter setting and/or meter as necessary at no cost to the undersigned owner of the property and building (the "Owner"). City staff and/or a contractor selected by the City will determine the schedule for replacement.
2. City staff and/or a contractor selected by the City will install a new water service constructed by the City and/or a private contractor at City expense between the public right-of-way line and the water meter on the Owner's property. At the City's discretion, existing private water service may be removed or disconnected and abandoned.
3. City staff and/or a contractor selected by the City may install the existing water meter in a new location to facilitate the location of the new water service.
4. City staff and/or a contractor selected by the City will provide restoration of the Owner's property disturbed by construction, including seeding of grass areas on the property, concrete or pavers and interior portions of the building disturbed by such work. **However, restoration will not include interior finished work (e.g. woodwork, tiling, carpeting, drywall, painting, etc.) or premise plumbing work (including fixtures).**
5. The City will require the contractor performing the work to provide adequate insurance to protect the Owner against any loss that may result from damage caused by construction operation on the Owner's property, and require the contractor to provide the City with proof of such coverage.
6. The City will require the contractor performing the work to guarantee to the Owner that any work done will be free from defects in material and workmanship for a period of two years from its completion and to ensure the work meets all applicable Minnesota State standards.
7. City staff, Bolton and Menk, and/or a contractor selected by the City may take photographs of the work area which will not be released for any public purpose unless required by a governing authority with jurisdiction, and/or State or Federal Law or Court Order.

OWNER RESPONSIBILITIES:

1. The undersigned represents that they have the power and authority to execute this Agreement as the Owner and on behalf of any other parties that may have property rights.
2. Permit temporary access and right of entry to and upon the above-referenced property to the City, Bolton and Menk, and/or City contractor(s) to enable pre-construction inspection, construction, testing, and inspection of the new private water service and to enable any needed adjustments, maintenance, or repairs during the guarantee period.
3. The undersigned or their representative (18 years or older) must be present while the replacement work is being performed and will provide the City, Bolton and Menk, and/or City contractor(s) access in the area where the water service enters the home up to the meter.
4. Provide clear and unobstructed access to any area required to complete construction.
5. Make the City, Bolton & Menk, and/or City contractor(s) aware of any known subsurface private assets.
6. Provide necessary watering and maintenance to the restored areas including the boulevard adjacent to the property after restoration.
7. Hold the City, Bolton and Menk, and City-designated Contractor(s) harmless and free from any claim or liability for damage done in performance of the water service replacement work. Notwithstanding the foregoing, the terms of this Agreement are not to be construed as, nor operate as, waivers of statutory or common law immunities or limitations on liability, including, but not limited to, Minnesota Statutes Chapter 466. Further, the obligations set forth in this Agreement are expressly limited by the provisions of Minnesota Statutes Chapter 466, Minnesota Statutes Chapter 604, Minnesota Statutes Section 471.59, and other applicable law or regulation providing limitations, defenses, or immunities.

MAINTENANCE:

Any responsibility of the City and/or City contractors(s) for the maintenance, repair, and replacement of the water service due to the project will be pursuant to Paragraph 6 of the City Responsibilities. Two years after the water service is replaced, the Owner assumes full responsibility for any and all maintenance, repair, and replacement of the entire water service as outlined in City Code. During the two-year guarantee period as set forth above in Paragraph 6 of the City Responsibilities, the Owner (and not the City and/or City contractor(s)) is responsible for any and all maintenance, repair, and replacement that is required due to the Owner's actions.

CHOICE OF LAW AND SEVERABILITY:

This Agreement is governed by the laws of the State of Minnesota. If any part of this agreement is construed by a court to be unenforceable or in violation of any applicable law, the remaining portions of the Agreement will remain in full force and effect.

WAIVER:

This Agreement is being entered into at the request of the Owner. Owner understands and agrees that it will not challenge the validity of this Agreement unless for reasons of fraud or other malicious behavior. Waiver by either party of any term or condition of this Agreement will not constitute a waiver of any other term or condition of this Agreement. If either party asserts that a provision of this Agreement is ambiguous, the Agreement must be construed to have been drafted equally by the parties.

TERMINATION:

This Agreement may be terminated by either party upon ten (10) days written notice to the other party.

ENTIRE AGREEMENT AND AMENDMENT:

This Agreement reflects the entire agreement between the parties. Neither party has relied on any statements, promises, or representations that are not stated in this document. The terms of this Agreement are contractual and supersede any and all prior agreements between the parties. No waiver or modification of any provision of this Agreement will be valid unless it is in writing and signed by both parties.

COUNTERPARTS:

The parties may sign this Agreement in counterparts, each of which constitutes an original, but all of which together constitute one instrument.

The parties agree that the electronic signature of a party to this Agreement shall be as valid as an original signature of such party and shall be effective to bind such party to this Agreement.

The parties further agree that any document (including this Agreement, its written notice of termination if applicable, and any attachments or exhibits to this Agreement) containing, or to which there is affixed, an electronic signature shall be deemed (i) to be "written" or "in writing," (ii) to have been signed and (iii) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. For purposes hereof, "electronic signature" also means a manually signed original signature that is then transmitted by any electronic means, including without limitation a faxed version of an original signature or an electronically scanned and transmitted version (e.g. via PDF) of an original signature. Any party's failure to produce the original signature of any electrically transmitted signature shall not affect the enforceability of this Agreement.

SIGNATURES:

Property Address with Galvanized Service:_____

Property Owner(s):

Signature _____ Printed Name _____ Date _____

Phone Number _____ Email _____

Signature _____ Printed Name _____ Date _____

Phone Number _____ Email _____

City of Red Wing Representative:

Signature _____ Printed Name_____ Date _____

Phone Number _____ Email _____

A P P E N D I X

MRWA Sewer/Water Utility - Trace Wire Specification

Sewer/Water Utility - Trace Wire Specification

Materials

General

All trace wire and trace wire products shall be domestically manufactured in the U.S.A.

All trace wire shall have HDPE insulation intended for direct bury, color coated per APWA standard for the specific utility being marked.

Trace wire

- **Open Trench -** Trace wire shall be #12 AWG Copper Clad Steel, High Strength with minimum 450 lb. break load, with minimum 30 mil HDPE insulation thickness.
- **Directional Drilling/Boring -** Trace wire shall be #12 AWG Copper Clad Steel, Extra High Strength with minimum 1,150 lb. break load, with minimum 30 mil HDPE insulation thickness.
- **Trace wire – Pipe Bursting/Slip Lining -** Trace wire shall be 7 x 7 Stranded Copper Clad Steel, Extreme Strength with 4,700 lb. break load, with minimum 50 ml HDPE insulation thickness.

Connectors

- All mainline trace wires must be interconnected in intersections, at mainline tees and mainline crosses. At tees, the three wires shall be joined using a single 3-way lockable connector. At Crosses, the four wires shall be joined using a 4-way connector. Use of two 3-way connectors with a short jumper wire between them is an acceptable alternative.
- **Direct bury wire connectors** – shall include 3-way lockable connectors and mainline to lateral lug connectors specifically manufactured for use in underground trace wire installation. Connectors shall be dielectric silicon filled to seal out moisture and corrosion, and shall be installed in a manner so as to prevent any uninsulated wire exposure.
- Non locking friction fit, twist on or taped connectors are prohibited.

Termination/Access

- All trace wire termination points must utilize an approved trace wire access box (above ground access box or grade level/in-ground access box as applicable), specifically manufactured for this purpose.
- All grade level/in-ground access boxes shall be appropriately identified with “sewer” or “water” cast into the cap and be color coded.
- A minimum of 2 ft. of excess/slack wire is required in all trace wire access boxes after meeting final elevation.
- All trace wire access boxes must include a manually interruptible conductive/connective link between the terminal(s) for the trace wire connection and the terminal for the grounding anode wire connection.
- Grounding anode wire shall be connected to the identified (or bottom) terminal on all access boxes.

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Disclaimer: The information provided in this specification gives you options to help your choose the best method for your project. This information is only a guide.

Sewer/Water Utility - Trace Wire Specification

- **Service Laterals on public property** - Trace wire must terminate at an approved grade level/in-ground trace wire access box, located at the edge of the road right-of-way, and out of the roadway.
- **Service Laterals on private property** - Trace wire must terminate at an approved above-ground trace wire access box, affixed to the building exterior directly above where the utility enters the building, at an elevation not greater than 5 vertical feet above finished grade, or terminate at an approved grade level/in-ground trace wire access box, located within 2 linear feet of the building being served by the utility.
- **Hydrants** – Trace wire must terminate at an approved above-ground trace wire access box, properly affixed to the hydrant grade flange. (affixing with tape or plastic ties shall not be acceptable)
- **Long-runs, in excess of 500 linear feet without service laterals or hydrants** - Trace wire access must be provided utilizing an approved grade level/in-ground trace wire access box, located at the edge of the road right-of-way, and out of the roadway. The grade level/in-ground trace wire access box shall be delineated using a minimum 48" polyethylene marker post, color coded per APWA standard for the specific utility being marked.

Grounding

- Trace wire must be properly grounded at all dead ends/stubs
- Grounding of trace wire shall be achieved by use of a drive-in magnesium grounding anode rod with a minimum of 20ft of #12 red HDPE insulated copper clad steel wire connected to anode (minimum 1.5 lb.) specifically manufactured for this purpose, and buried at the same elevation as the utility.
- When grounding the trace wire at dead ends/stubs, the grounding anode shall be installed in a direction 180 degrees opposite of the trace wire, at the maximum possible distance.
- When grounding the trace wire in areas where the trace wire is continuous and neither the mainline trace wire or the grounding anode wire will be terminated at/above grade, install grounding anode directly beneath and in-line with the trace wire. Do not coil excess wire from grounding anode. In this installation method, the grounding anode wire shall be trimmed to an appropriate length before connecting to trace wire with a mainline to lateral lug connector.
- Where the anode wire will be connected to a trace wire access box, a minimum of 2 ft. of excess/slack wire is required after meeting final elevation.

Installation

General

- Trace wire installation shall be performed in such a manner that allows proper access for connection of line tracing equipment, proper locating of wire without loss or deterioration of low frequency (512Hz) signal for distances in excess of 1,000 linear feet, and without distortion of signal caused by multiple wires being installed in close proximity to one another.
- Trace wire systems must be installed as a single continuous wire, except where using approved connectors. No looping or coiling of wire is allowed.

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Sewer/Water Utility - Trace Wire Specification

- Any damage occurring during installation of the trace wire must be immediately repaired by removing the damaged wire, and installing a new section of wire with approved connectors. Taping and/or spray coating shall not be allowed.
- Trace wire shall be installed at the bottom half of the pipe and secured (taped/tied) at 5' intervals.
- Trace wire must be properly grounded as specified.
- Trace wire on all service laterals/stubs must terminate at an approved trace wire access box located directly above the utility, at the edge of the road right-of-way, but out of the roadway. (See Trace wire Termination/Access)
- At all mainline dead-ends, trace wire shall go to ground using an approved connection to a drive-in magnesium grounding anode rod, buried at the same depth as the trace wire. (See Grounding)
- Mainline trace wire shall not be connected to existing conductive pipes. Treat as a mainline dead-end, ground using an approved waterproof connection to a grounding anode buried at the same depth as the trace wire.
- All service lateral trace wires shall be a single wire, connected to the mainline trace wire using a mainline to lateral lug connector, installed without cutting/splicing the mainline trace wire.
- In occurrences where an existing trace wire is encountered on an existing utility that is being extended or tied into, the new trace wire and existing trace wire shall be connected using approved splice connectors, and shall be properly grounded at the splice location as specified.

Sanitary Sewer System

- A mainline trace wire must be installed, with all service lateral trace wires properly connected to the mainline trace wire, to ensure full tracing/locating capabilities from a single connection point.
- Lay mainline trace wire continuously, by-passing around the outside of manholes/structures on the North or East side.
- Trace wire on all sanitary service laterals must terminate at an approved trace wire access box color coded green and located directly above the service lateral at the edge of road right of way.

Water System

- A mainline trace wire must be installed, with all service lateral trace wires properly connected to the mainline trace wire, to ensure full tracing/locating capabilities from a single connection point.
- Lay mainline trace wire continuously, by-passing around the outside of valves and fittings on the North or East side.
- Trace wire on all water service laterals must terminate at an approved trace wire access box color coded blue and located directly above the service lateral at the edge of road right of way.
- Above-ground tracer wire access boxes will be installed on all fire hydrants.
- All conductive and non-conductive service lines shall include tracer wire.

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Sewer/Water Utility - Trace Wire Specification

Storm Sewer System

This section shall be included at the discretion of the facility owner.

- If the storm sewer system includes service laterals for connection of private drains and tile lines, it shall be specified the same as a sanitary sewer application.
- Lay mainline trace wire continuously, by-passing around the outside of manholes/structure on the North or East side.

Prohibited Products and Methods

The following products and methods shall not be allowed or acceptable

- Uninsulated trace wire
- Trace wire insulations other than HDPE
- Trace wires not domestically manufactured
- Non locking, friction fit, twist on or taped connectors
- Brass or copper ground rods
- Wire connections utilizing taping or spray-on waterproofing
- Looped wire or continuous wire installations, that has multiple wires laid side-by-side or in close proximity to one another
- Trace wire wrapped around the corresponding utility
- Brass fittings with trace wire connection lugs
- Wire terminations within the roadway, i.e. in valve boxes, cleanouts, manholes, etc.
- Connecting trace wire to existing conductive utilities

Testing

All new trace wire installations shall be located using typical low frequency (512Hz) line tracing equipment, witnessed by the contractor, engineer and facility owner as applicable, prior to acceptance of ownership.

This verification shall be performed upon completion of rough grading and again prior to final acceptance of the project.

Continuity testing in lieu of actual line tracing shall not be accepted.

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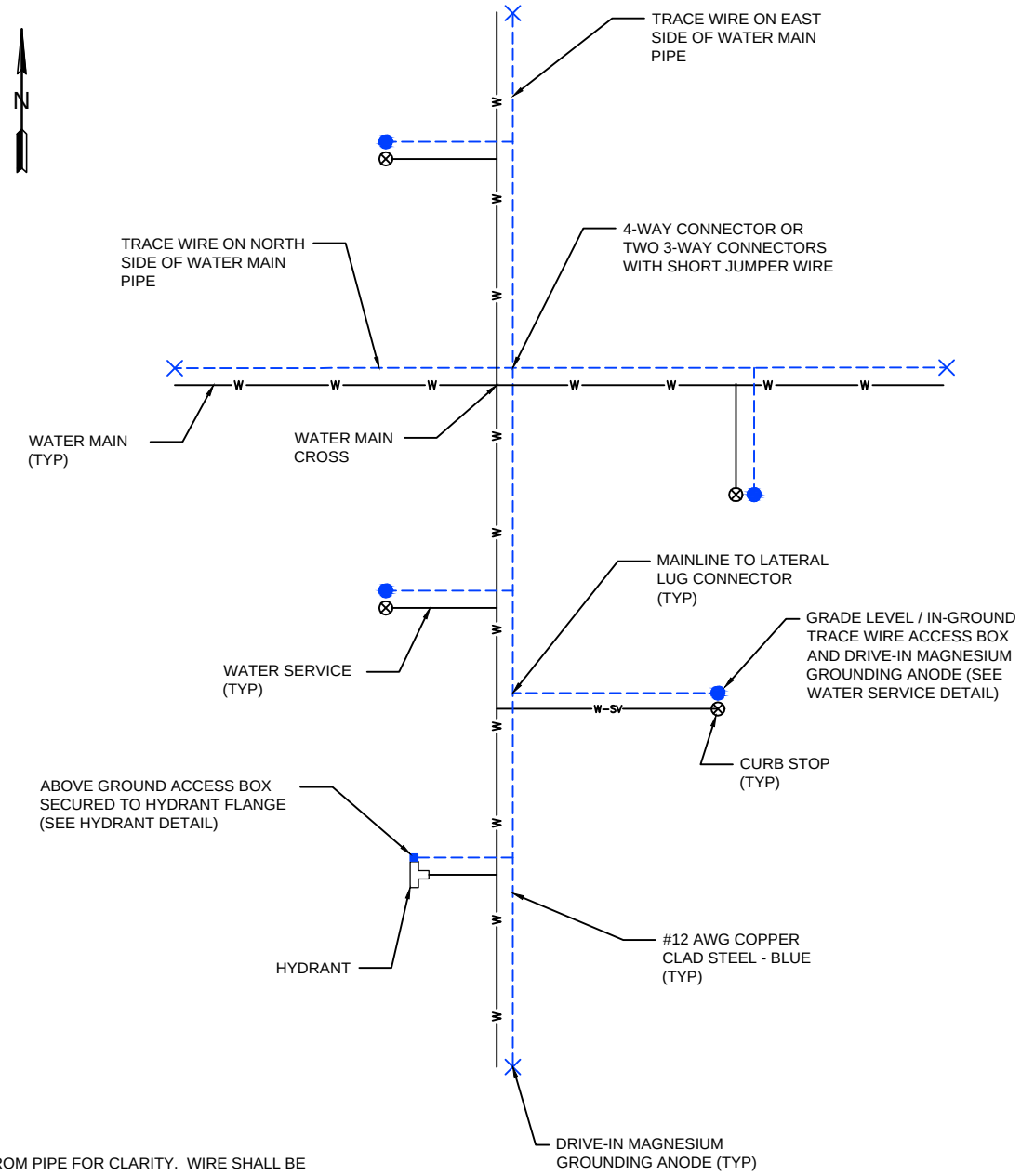


NOTES:

1. WIRE SHOWN AWAY FROM PIPE FOR CLARITY. WIRE SHALL BE INSTALLED ON THE BOTTOM SIDE OF THE PIPE BELOW THE SPRING LINE. THE WIRE SHALL BE FASTENED TO THE PIPE WITH TAPE OR PLASTIC TIES AT 5' INTERVALS.

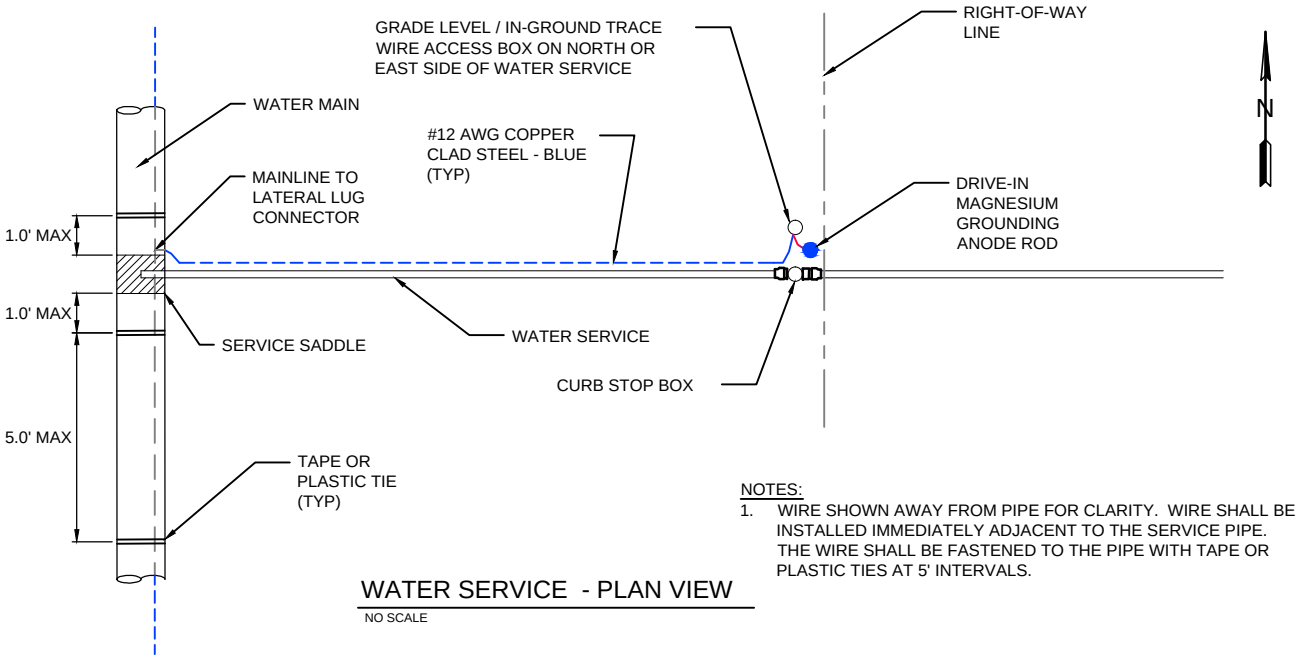
TRACE WIRE PLAN (WATER)

NO SCALE

MINNESOTA RURAL WATER ASSOCIATION
STANDARD DETAIL

TRACE WIRE
SAMPLE WATER PLAN

May 28, 2014

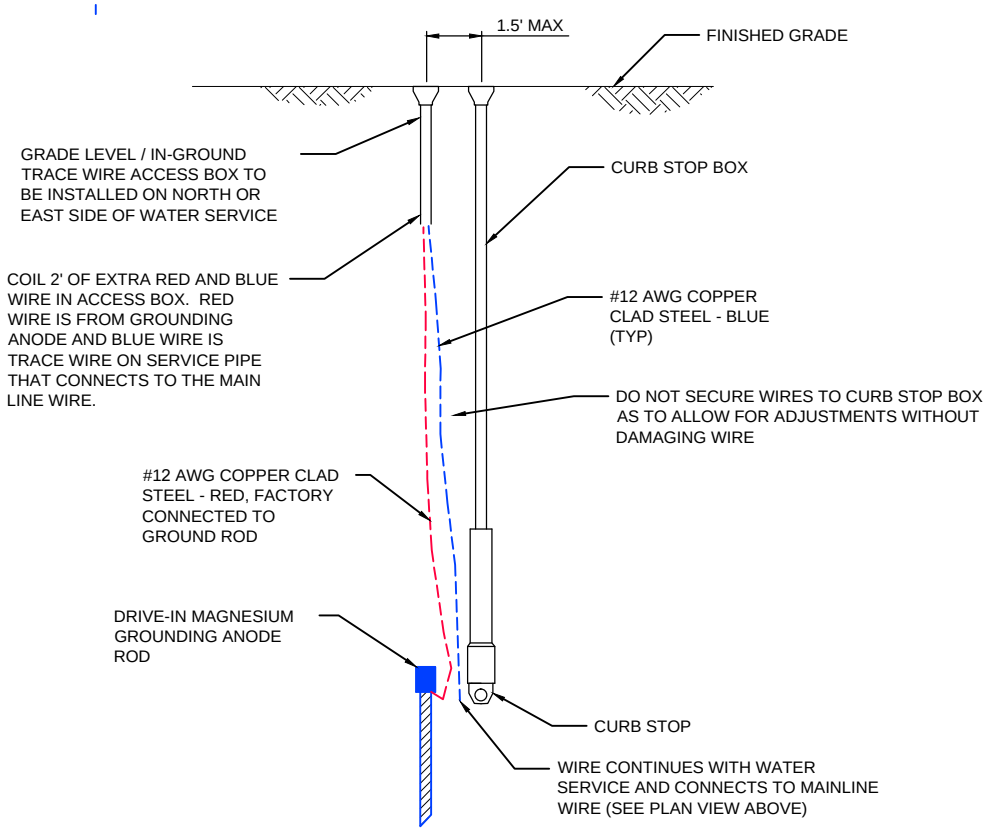


NOTES:

1. WIRE SHOWN AWAY FROM PIPE FOR CLARITY. WIRE SHALL BE INSTALLED IMMEDIATELY ADJACENT TO THE SERVICE PIPE. THE WIRE SHALL BE FASTENED TO THE PIPE WITH TAPE OR PLASTIC TIES AT 5' INTERVALS.

WATER SERVICE - PLAN VIEW

NO SCALE



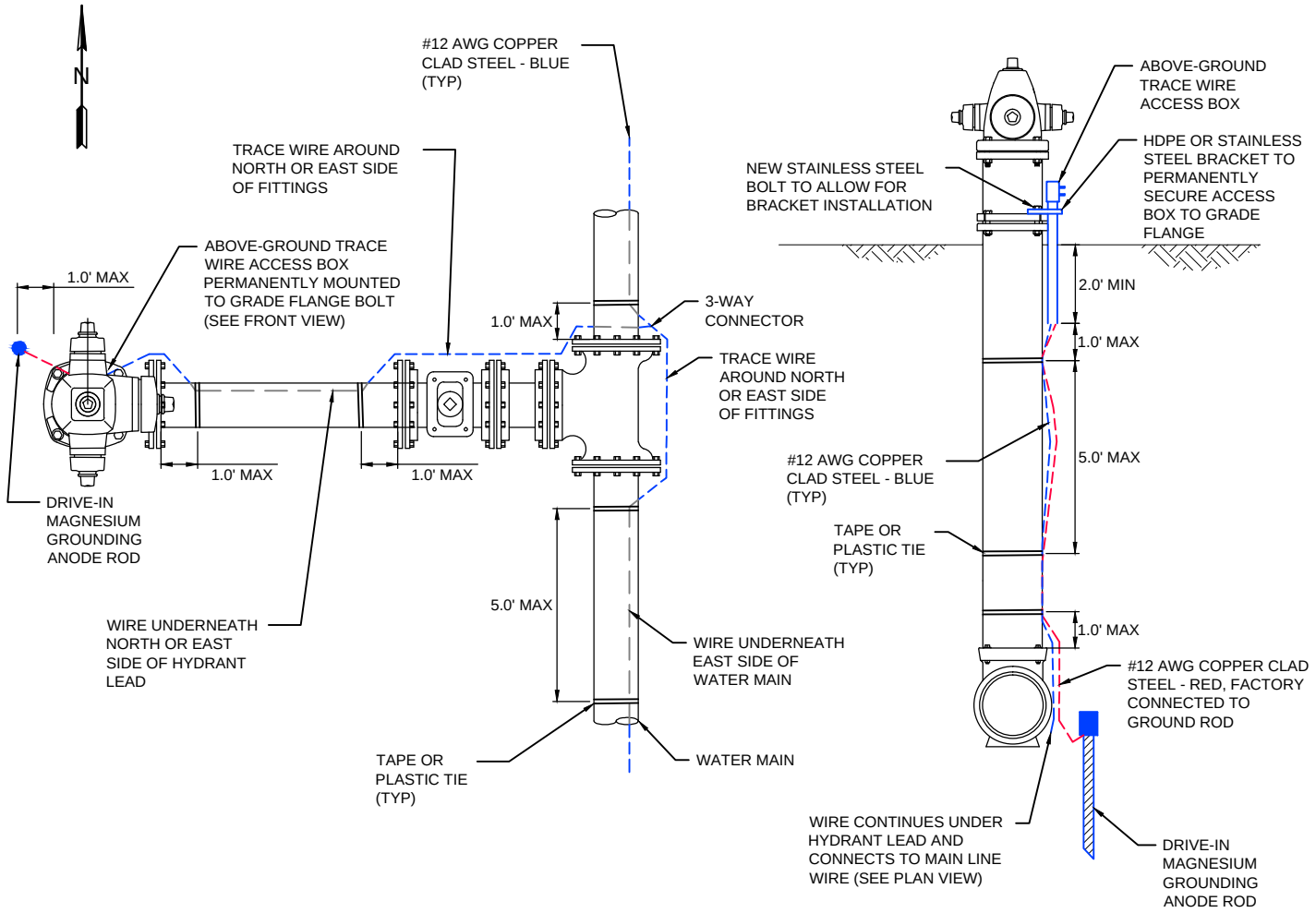
WATER SERVICE - SECTION VIEW

NO SCALE

MINNESOTA RURAL WATER ASSOCIATION
STANDARD DETAIL

TRACE WIRE
WATER SERVICE DETAIL

May 28, 2014



HYDRANT - PLAN VIEW

NO SCALE

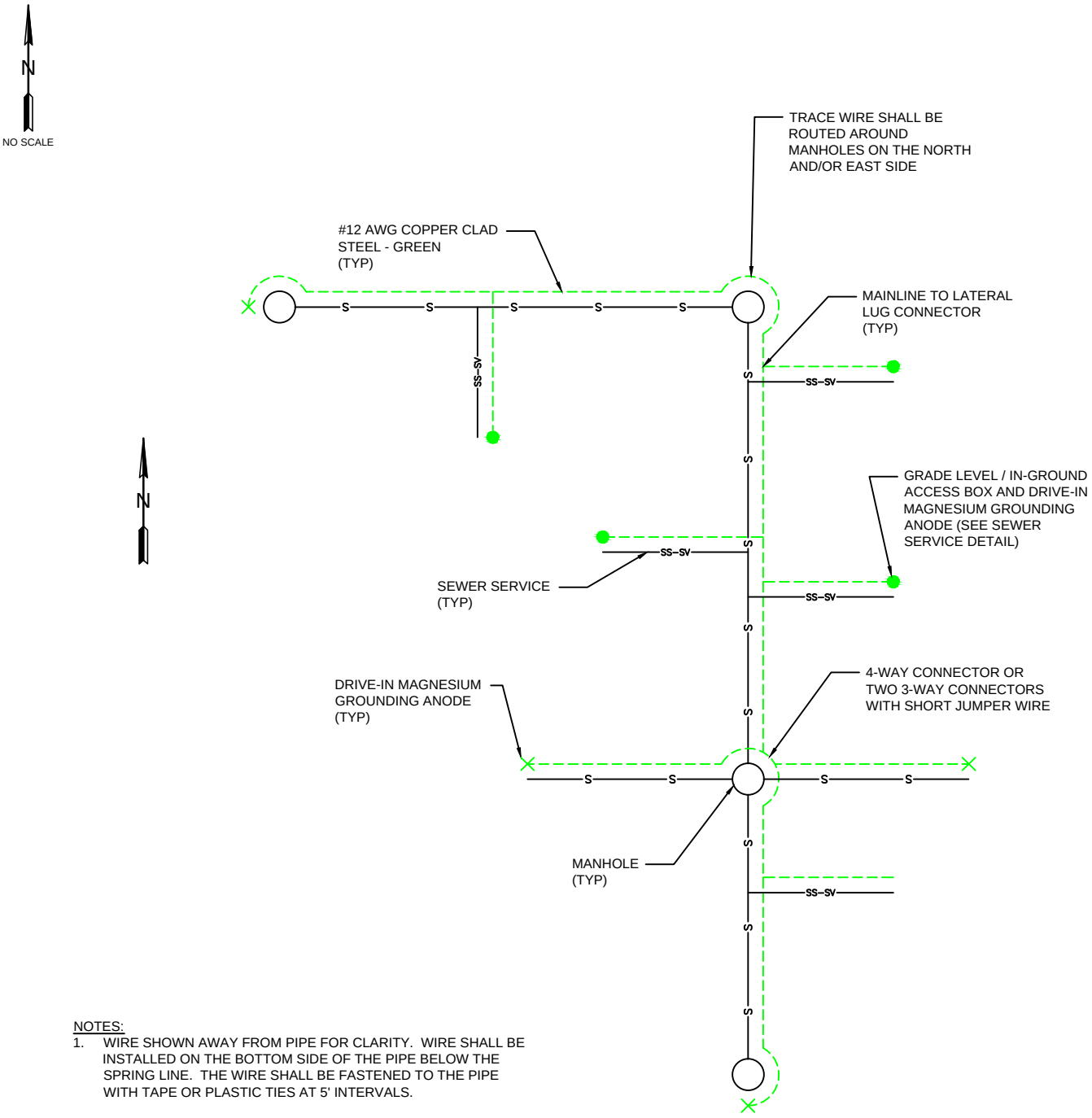
HYDRANT - SECTION VIEW

NO SCALE

MINNESOTA RURAL WATER ASSOCIATION
STANDARD DETAIL

TRACE WIRE
HYDRANT DETAIL

May 28, 2014



NOTES:

1. WIRE SHOWN AWAY FROM PIPE FOR CLARITY. WIRE SHALL BE INSTALLED ON THE BOTTOM SIDE OF THE PIPE BELOW THE SPRING LINE. THE WIRE SHALL BE FASTENED TO THE PIPE WITH TAPE OR PLASTIC TIES AT 5' INTERVALS.

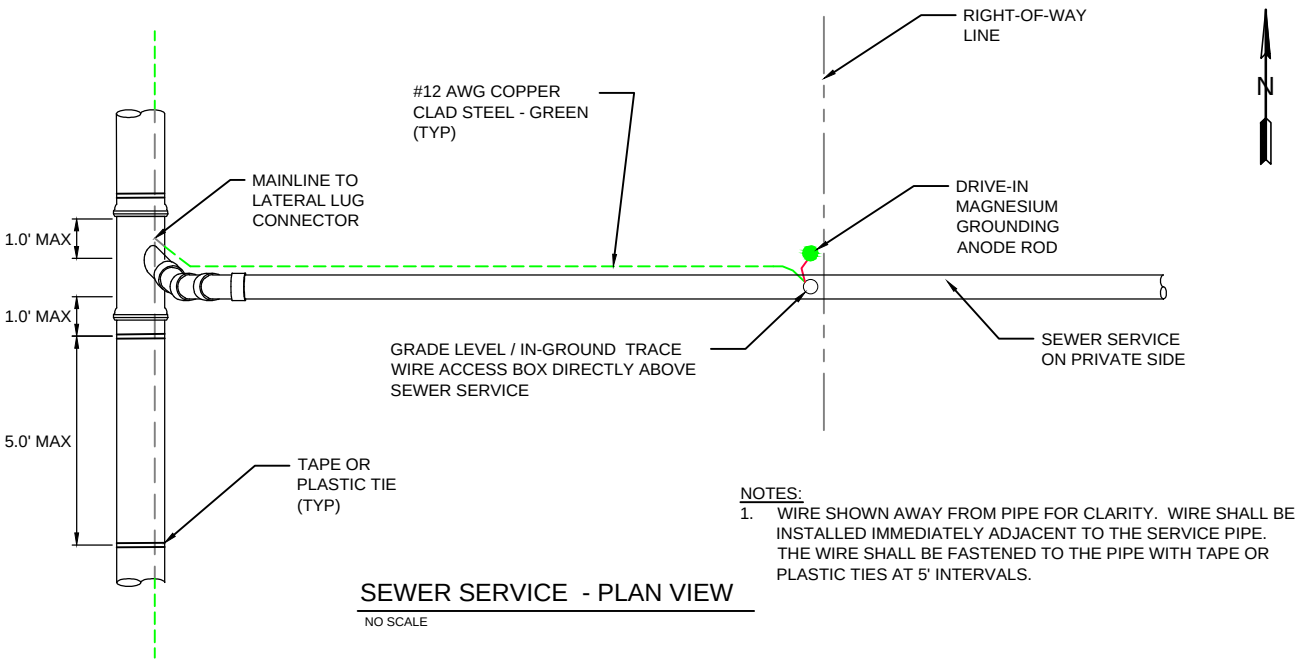
TRACE WIRE PLAN (SEWER)

NO SCALE

MINNESOTA RURAL WATER ASSOCIATION
STANDARD DETAIL

TRACE WIRE
SAMPLE SEWER PLAN

May 28, 2014

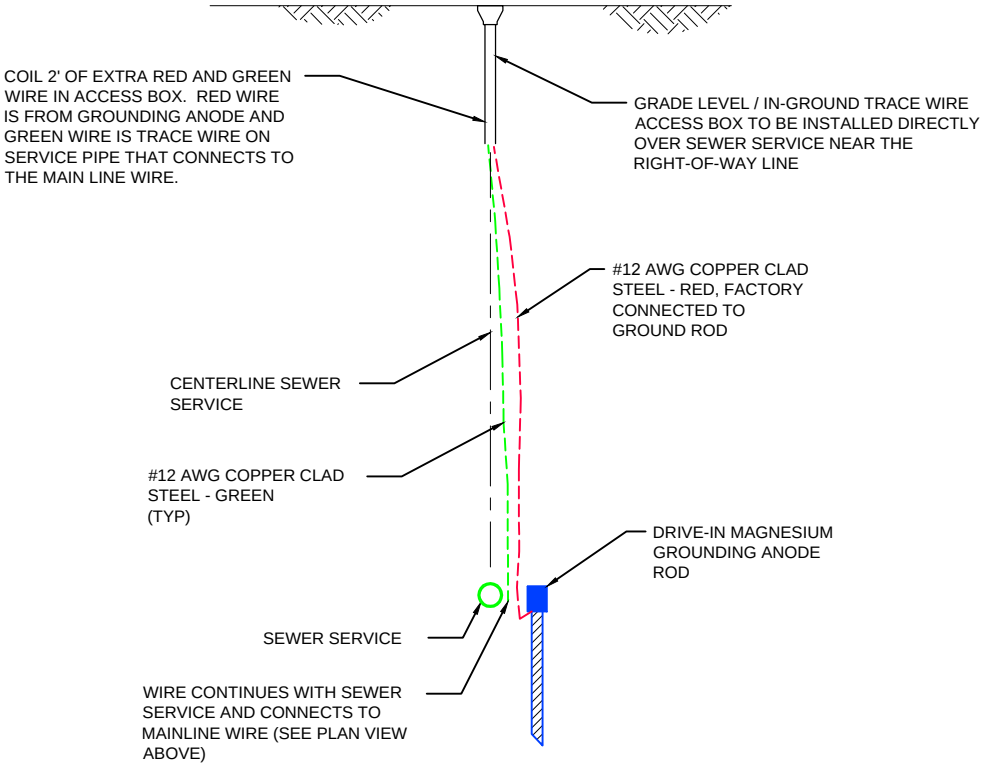


NOTES:

1. WIRE SHOWN AWAY FROM PIPE FOR CLARITY. WIRE SHALL BE INSTALLED IMMEDIATELY ADJACENT TO THE SERVICE PIPE. THE WIRE SHALL BE FASTENED TO THE PIPE WITH TAPE OR PLASTIC TIES AT 5' INTERVALS.

SEWER SERVICE - PLAN VIEW

NO SCALE



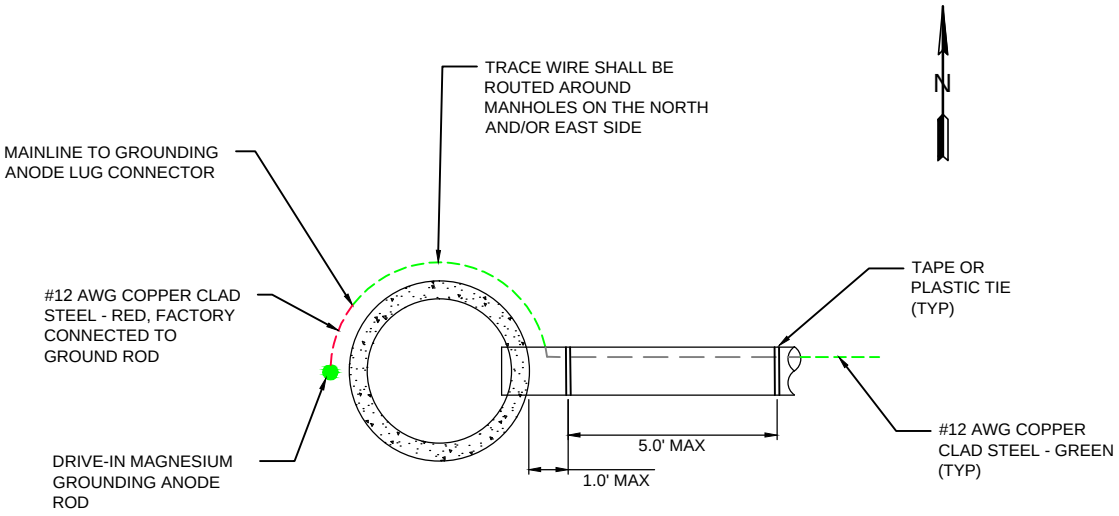
SEWER SERVICE - SECTION VIEW

NO SCALE

MINNESOTA RURAL WATER ASSOCIATION
STANDARD DETAIL

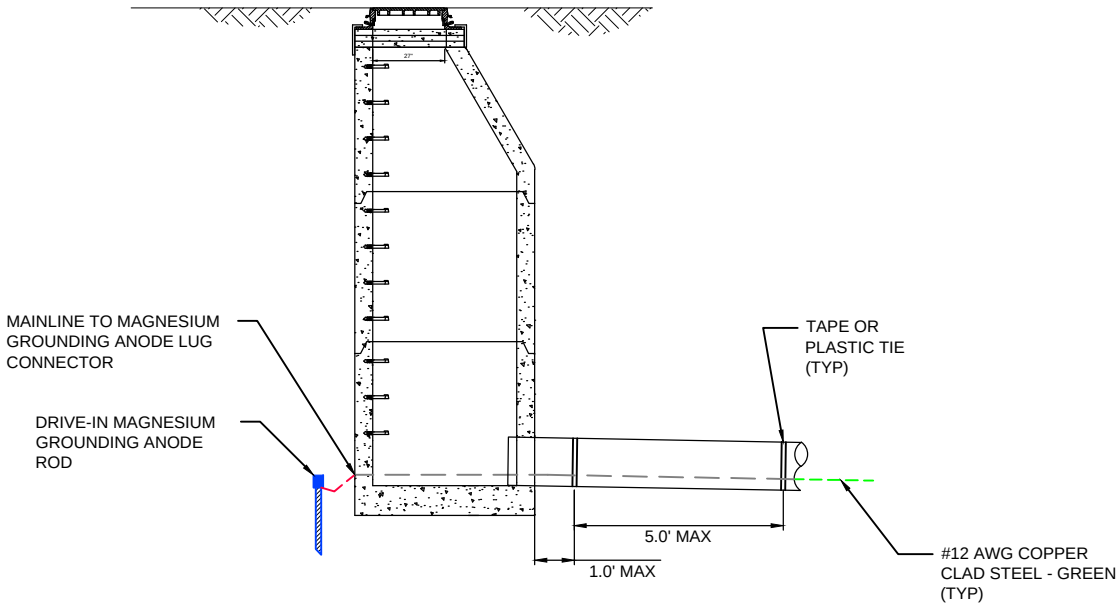
TRACE WIRE
SEWER SERVICE DETAIL

May 28, 2014



SEWER MANHOLE - PLAN VIEW

NO SCALE



SEWER MANHOLE - SECTION VIEW

NO SCALE

MINNESOTA RURAL WATER ASSOCIATION
STANDARD DETAIL

TRACE WIRE
SEWER MANHOLE DETAIL

May 28, 2014

CITY COUNCIL MEETING STAFF REPORT

To: City Council Members and Mayor
From: Kyle Klatt, Community Development Director
Meeting Date: July 13, 2026
Agenda Item Number: 8.I.

Title and Purpose

Actions Regarding Ordinance 240, Fourth Series.
On June 22, 2026, the City Council approved the introduction of Ordinance 240, Fourth Series Approving Zoning Text Amendments to Divisions 60 and 62 of the Zoning Ordinance (Chapter 11 of City Code) Related to RM-3 District Standards. The Council is now asked to approve the second reading of this ordinance.

1. Motion to Adopt * Ordinance No. 240, Fourth Series, Approving Zoning Text Amendments to Divisions 60 and 62 of the Zoning Ordinance (Chapter 11 of City Code) Related to RM-3 District Standards.
2. Motion to Adopt * Resolution No. 8195, A Summary Resolution for Ordinance No. 240, Fourth Series, Amending Chapter 11 of the City Code.

Attachments

1. Ord 240, Fourth series Amending Divisions 60 and 62
2. 8195 - Summary Resolution for Ord 240

Background

The RM-3 District was adopted by City Council in 2025 to provide opportunities for higher-density residential development in appropriate locations throughout the community. Following the Planning Commission's recommendation and City Council consideration of the Bay View, Jefferson School, and Briarwood rezoning proposals in spring 2026, questions were raised by members of the public and City Council regarding the application of certain parking, landscaping, and buffering standards to RM-3-zoned properties. Staff subsequently reviewed the ordinance and determined that several sections of Divisions 60 and 62 did not specifically reference the RM-3 district.The omission was unintentional and resulted in uncertainty regarding the applicability of certain development standards.

The proposed amendments are intended to correct those omissions and ensure that RM-3 developments are subject to the same parking setback, buffering, and landscaping requirements that currently apply to other multifamily residential zoning districts. The amendments do not alter the permitted uses, density standards, building heights, setbacks, or

other core development standards of the RM-3 district. Instead, they clarify and codify standards that were intended to apply when the district was originally established.

Discussion

Off-Street Parking Setbacks

Sections 60-030(B)(2)(a) and 60-030(B)(2)(d) establish setback requirements between parking areas and property lines or principal structures within residential zoning districts. The proposed amendments add RM-3 to the existing list of multifamily districts that require:

- A five-foot setback between parking areas and property lines.
- A five-foot separation between parking areas and principal buildings.

These standards are currently applied to properties zoned RM-1 and RM-2 and are intended to provide consistency among multifamily residential districts.

Buffer Yard Requirements

Section 62-030 establishes landscape buffering requirements between properties of differing land use intensities. The proposed amendment adds RM-3 to the existing bufferyard matrix. As proposed, RM-3 developments would be subject to the same buffering requirements currently applicable to RM-1 and RM-2 districts when adjacent to lower-intensity residential, commercial, or industrial districts. This amendment ensures that future RM-3 developments provide appropriate screening and transitions when located adjacent to less intensive uses.

Tree Canopy Requirements

Section 62-100 establishes minimum tree canopy coverage requirements for new development. The proposed amendment adds RM-3 to the existing category containing RM-1 and RM-2 districts and requires that at least 10 percent of the site be covered by tree canopy within twenty years of planting. This requirement is consistent with existing standards for multifamily, mixed-use, and commercial zoning districts.

Planning Commission Review

The Planning Commission held a public hearing on this item on June 16, 2026. One individual, Kiel Ploen, spoke on the item. Mr. Ploen noted that the RM-3 bufferyard requirements should be similar to commercial zones and that the negative impacts of the proposed setbacks on existing residential neighborhoods should be considered. Following the public hearing, the Planning Commission voted to recommend approval of the proposed ordinance amendment.

City Council Review

The City Council, at it's June 22, 2026 meeting, voted to modify the RM-3 bufferyard requirements to be consistent with the commercial districts. The enclosed ordinance reflects this change.

Financial Plan and Impact

N/A

Alternatives

N/A

Recommended Action

Adopt * Ordinance 240, Fourth Series Approving Zoning Text Amendments to Divisions 60 and 62 of the Zoning Ordinance (Chapter 11 of City Code) Related to RM-3 District Standards.

Ordinance No. 240, Fourth Series

AN ORDINANCE AMENDING DIVISIONS 60 AND 62 OF CHAPTER 11 – ZONING CODE OF THE CITY OR RED WING RELATED TO RM-3 MULTI-FAMILY ZONING DISTRICT STANDARDS

THE CITY COUNCIL OF THE CITY OF RED WING DO ORDAIN:

Section 1. Section 60-030 (B)(2), Division 60 of Chapter 11 of the City Code is hereby amended by deleting the ~~overstruck~~ language and inserting the **underlined** language as shown below:

2) **In a Residential District**:

a) In the R-1 district, the required setback for all parking areas shall be three feet. In the R-2 district, there shall be no required setback for off-street parking areas. In the RM-1**, RM-2,** and RM-**3**~~2~~ districts, the required setback areas shall be five feet.

b) In a front yard or street side yard on an established driveway. One additional space may be provided outside of the driveway, but not in that part of the front yard in front of the dwelling located upon the lot, if the following conditions are met:

i) Such space is improved with an all-weather surface.

ii) The area of the driveway and associated space does not cover more than 25 percent of the front yard or side street yard.

iii) Access to the space is from the driveway and not the result of a separate or wider curb cut.

iv) The space is landscaped along the side away from the established driveway with a minimum of five shrubs meeting the requirements of Division 62, Buffer Yards, Screening, Landscaping Regulations.

c) The Zoning Administrator may permit the encroachment of circulation aisles into the front yard for a multifamily residential use when such arrangement will permit the development of a larger, more usable open space on the site.

Such aisles shall not cover more than 50 percent of the front yard and shall not be closer than eight feet to the right-of-way line. Landscaping shall be provided between the aisles and the right-of-way equal in intensity to Buffer yard A as defined in Section 62-030. A berm at least four feet in height may be substituted for required canopy and understory trees.

d) In the R-1 and R-2 districts, no off-street parking shall be located within three feet of a principal structure. In the RM-1**, RM-2,** and RM-**3**~~2~~ districts, no off-street parking shall be located within five feet of a principal structure.

Section 2. Section 62-030(I), Division 62 of Chapter 11 of the City Code is hereby amended by deleting the ~~overstruck~~ language and inserting the **underlined** language as shown below:

I) Buffer yard dimensions and screening requirements shall be provided as detailed in the table below:

	Abutted District (Lower Intensity)					
Abutting District	AR, R-1, R-2, ~~R-3~~	RM-1, RM-2	**RM-3**	CIVIC, MC, MCT, B-1, RF	B-2, B-3	I-1, I-2
AR, R-1, R-2, ~~R-3~~	N/A	N/A	**N/A**	N/A	N/A	N/A
RM-1, RM-2	B	N/A	**N/A**	N/A	N/A	N/A
RM-3	**C**	**N/A**	**N/A**	**N/A**	**N/A**	**N/A**
CIVIC, MC, MCT, B-1, RF	B	A	**A**	N/A	N/A	N/A
B-2, B-3	C	B	**B**	N/A	N/A	N/A
I-1, I-2	D	C	**C**	C	C	N/A

…

Section 3. Section 62-100(A), Division 62 of Chapter 11 of the City Code is hereby amended by inserting the **underlined** language as shown below:

A) Trees and shrubs shall be provided within the limits of construction to the extent that at 20 years from the date of planting, tree canopies or shrub beds cover at least the following minimums:

Zoning District .....**Tree Canopy**
AR, RF 20%
R-1.....20%
R-2, Civic.....15%
RM-1, RM-2, **RM-3,** MC, MCT 10%
B-2, I-1, I-2 .....10%
B-3.....0%
Planned Unit Development.....Per Uses Above

Section 4. Effective Date: This Ordinance is effective 14 days following the publication of the ordinance in accordance with the City Charter.

Introduced the ____ day of June 2026

Adopted this _____ day of July 2026

_____
Janie Farrar, Council President

ATTEST:

_____
Melissa Hill, City Clerk

(seal)

Presented to the Mayor at _____pm on this _____ day of _____ 2026.

Approved this _____ day of _____ 2026.

_____
Gary James Iocco, Mayor

Resolution No. 8195

A Resolution Authorizing Summary Publication
of Ordinance No. 240, Fourth Series
Amending the Red Wing Zoning Ordinance

WHEREAS, the Red Wing Advisory Planning Commission recommended that the City Council approve amendments to Chapter 11 of the City Code after holding a public hearing on May 19, 2026; and

WHEREAS, the Red Wing City Council introduced Ordinance No. 240, Fourth Series amending Chapter 11 of the City Code on June 22, 2026 and adopted it on July 13, 2026; and

WHEREAS, Minnesota Statutes, Section 412-191, Subd. 4 allows publication by title and summary in the case of lengthy ordinances; and

WHEREAS, the City Council finds that the following summary would clearly inform the public of the intent and effect of the Ordinance.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Red Wing that the City Clerk shall cause the following summary of Ordinance No. 240, Fourth Series to be published in the official newspaper in lieu of the entire ordinance:

Public Notice

During its regular meeting on July 13, 2026, the Red Wing City Council adopted Ordinance No. 240, Fourth Series to amend the Zoning Ordinance. In summary, the ordinance establishes bufferyard and landscaping requirements for the RM-3 zoning district.

NOW, THEREFORE, BE IT FURTHER RESOLVED, that:

1) Only this summary of Ordinance No. 240, Fourth Series shall be published along with notice that a printed copy of the Ordinance is available for inspection by any person; and

2) A full and complete copy of the entire text of the Ordinance is available for inspection at the City Clerk's office at City Hall, 315 West 4th Street in Red Wing.

3) A full and complete copy of the entire text of the Ordinance shall be posted in the community library between July 13, 2026 and August 1, 2026.

Adopted this _____ day of _____, 2026.

_____
Janie Farrar, Council President

ATTEST:

_____
Melissa Hill, MCMC, City Clerk
City Clerk

(seal)

Presented to the Mayor at _____ ____.m. on this _____day of _____, 2026.

Approved this _____day of _____, 2026.

_____
Gary James Iocco, Mayor

2026 CITY COUNCIL MEETING STAFF REPORT

To: Honorable Mayor and City Council Members
From: Steve Kohn, Planning Manager, July 8, 2026
Meeting Date: July 13, 2026

Agenda Item Number: **08.J.**

Title
Rezoning Request at 1815 Chakya Street

Purpose
To Take Action on the Rezoning Request

Recommended Action
Motion to Adopt Ordinance No. 239, Fourth Series, Approving the Rezoning of 1815 Chakya Street From AR to R-1

Attachments
- Ordinance No. 239, Fourth Series (Draft)
- Zoning Map
- Aerial Photo
- Prairie Island Indian Community Documents – Services and Access

Background
On June 22, 2026, the City Council adopted a motion to introduce Ordinance No. 239, Fourth Series, that approves the rezoning of 1815 Chakya Street from Agricultural Residential (AR) to Single-Family Residential (R-1). The City Council is now asked to consider the second reading of Ordinance, No. 239, Fourth Series.

Corey Western Boy and Alexander Two Names Wells have submitted an application to rezone their property at 1815 Chakya Street from Agricultural Residential (AR) to Single-Family Residential (R-1). The applicants requested the rezoning in order to subdivide the 2.0 acre parcel into three (3) parcels for additional home sites. The property currently has one home on it. The application also included a Minor Subdivision and Final Plat request, to be known as the WESTERN BOY ADDITION. The Final Plat was approved by the City Council on June 22, 2026, with the adoption of Resolution No. 8186, with a

condition of approval indicating that the Final Plat approval is contingent upon the rezoning action.

The property is located in the Agricultural Residential (AR) Zoning District, which normally requires a five (5) acre minimum parcel size and large building setbacks. The existing parcel is considered non-conforming in regard to its size and cannot be subdivided unless rezoned. AR zoned properties normally do not have access to public water and sewer services, but are in areas that will most likely see service extensions in the future. The existing home on the site is connected to the Prairie Island Indian Community's water and sewer system and has access from Chakya Street, which is controlled by the Prairie Island Indian Community (PIIC). PIIC has provided written statements for the applicant indicating that PIIC will allow access to the proposed new parcels via tribal roads and that any new homes on the proposed new parcels will be allowed to connect to the tribal water and sewer systems.

The subdivision would result in three large residential lots ranging in size from 0.46 acres to 0.90 acres. Several parcels to the west of Chakya Street are also zoned R-1; the majority of land in this area is under the jurisdiction of PIIC. Please see the attached Zoning Map for the area.

The Planning Commission conducted a public hearing for the rezoning at its June 16, 2026, meeting. No public comments were received during the hearing, or prior to the hearing.

Analysis

The property is unique in the fact that it is completely surrounded by property that is in trust for the Prairie Island Indian Community (PIIC). Chakya Street is not a City of Red Wing street; it is located on trust land and is maintained by PIIC and serves PIIC and several additional parcels that are not technically included in the reservation. In the past, Chakya Street has been treated as a "public street" for development purposes for parcels not in trust for PIIC. See the attached aerial photo. All of the non-trust parcels on Chakya Street have been allowed to connect to the PIIC water and sewer systems. The Zoning Ordinance does not allow a well and septic system on a parcel smaller than 2.5 acres.

A 1.78 acre parcel on the west side of Chakya Street was rezoned from AR to R-1 in the early 2000s in order to allow the parcel to be subdivided into three buildable parcels. This was allowed due to the existence of the PIIC water and sewer systems and PIIC's willingness to allow connections. Due to this and the surrounding uses on PIIC land, the Comprehensive Plan (2040 Plan) shows the applicants' property as Low Density Residential on the future land use map.

Staff from Community Development, Fire, Engineering, Police, and Public Works reviewed the proposal and had no major concerns regarding the proposed rezoning or platting.

The Planning Commission and City Council shall make findings with respect to the following prior to taking action on the rezoning request (Planning Commission recommended findings are in **bold**):

1) Whether the amendment is consistent with the Comprehensive Plan. **Chapter 4 of the 2040/Comprehensive Plan shows the parcel as Low Density Residential in the Planned Land Use Map. The Prairie Island Indian Community has agreed to allow the proposed new parcels access from tribal roads and connection to tribal water and sewer services. The proposal is consistent with the Comprehensive Plan.**

2) Whether the amendment is in the public interest and is not solely for the interest of a single property owner. **The proposed rezoning is in the public interest. The proposed zoning is consistent with planned future land use in the area, per the Comprehensive Plan. The proposed R-1 zoning is consistent with the zoning of other parcels in the area that fall under the jurisdiction of the City of Red Wing and is consistent with the character of residential development in the area.**

3) Whether the existing uses of property and the zoning classification of property within the general area of the property in question are compatible with the proposed zoning classification, where the amendment is to change the zoning classification of particular property. **The proposed zoning is consistent with planned future land use in the area, per the Comprehensive Plan. The proposed R-1 zoning is consistent with the zoning of other parcels in the area that fall under the jurisdiction of the City of Red Wing and is consistent with the character of residential development in the area.**

4) Whether there has been a change in the character or trend of development in the general area of the property in question, which has taken place since such property was placed in its present zoning classification, where the amendment is to change the zoning classification of particular property**. The area has changed in character over the past several decades as the Prairie Island Indian Community expanded water and sewer services throughout their community. These services have benefited tribal and non-tribal properties by eliminating the need for individual well and septic systems, which require larger parcels, and have allowed smaller parcels to be created for additional homes. These trends and the City's planned land use for the area support the proposed AR to R-1 rezoning.**

Planning Commission and Staff Recommendations

Based on the analysis and findings above, the Planning Commission unanimously adopted a motion to recommend approval of the proposed rezoning from AR to R-1 and the approval of the proposed Minor Subdivision and Final Plat.

Per the Planning Commission’s recommendation, staff recommends a motion to Adopt Resolution No. 239, Fourth Series.

The adoption of Ordinance No. 239, Fourth Series, will satisfy the condition of approval contained in Resolution No. 8186 that requires rezoning prior to recording of the WESTERN BOY ADDITION.

Ordinance No. 239, Fourth Series

An Ordinance Rezoning Certain Property within the City of Red Wing

THE CITY COUNCIL OF THE CITY OF RED WING DO ORDAIN:

Section 1. Property Rezone. The property identified and illustrated in the attached Exhibit A is hereby rezoned to Single-Family Residential (R-1) District.

Section 2. Effective Date: This Ordinance is effective 14 days following the publication of the ordinance in accordance with the City Charter.

Introduced the 22nd day of June 2026

Adopted this _____ day of _____2026

_____
Janie Farrar, Council President

ATTEST:

_____
Melissa Hill, City Clerk

(seal)

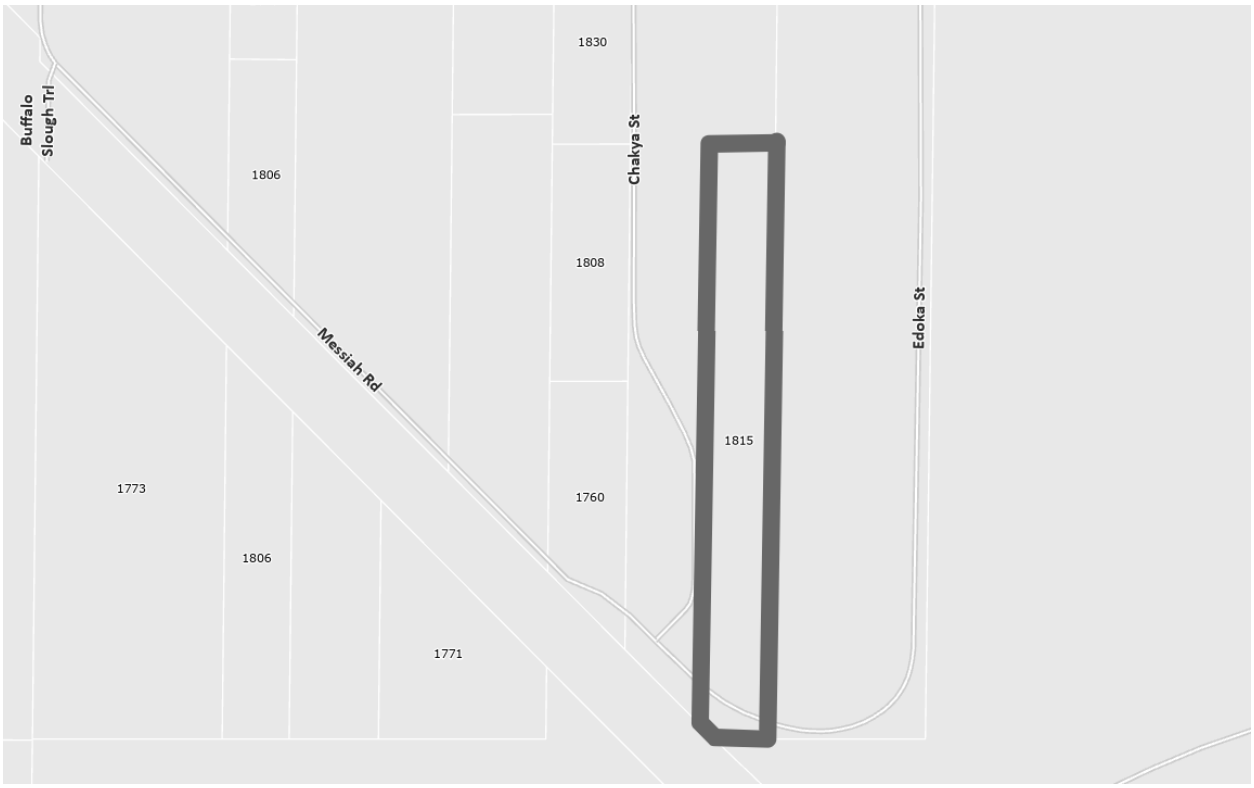
Presented to the Mayor at _____pm on this _____ day of _____ 2026.

Approved this _____ day of _____ 2026.

_____
Gary James Iocco, Mayor

Exhibit A

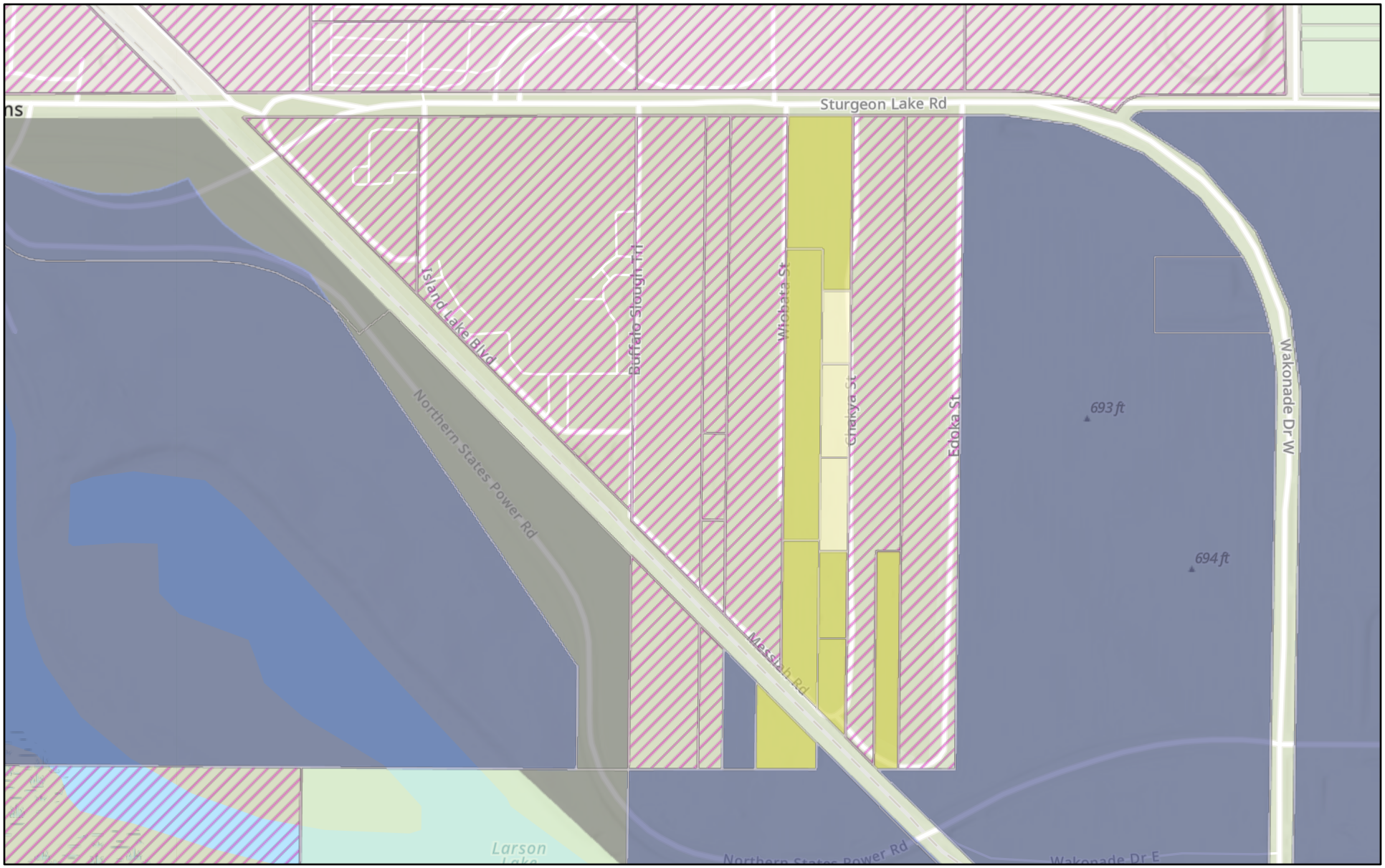
Illustration and Legal Description



PARCEL NUMBER: 55-705-0140

Legal Description: Part of the West Half of the Northwest Quarter of Section 5, in Township 113 North, Range 15 West, Goodhue County, Minnesota, described as follows: Beginning 60 rods east of the southwest corner of said Northwest Quarter, thence north 53.34 rods, thence east 6 rods, thence south 53.34 rods, thence west 6 rods to the point of beginning, EXCEPT Railroad right of way. More commonly known as 1815 Chakya Street.

ArcGIS Web Map



6/11/2026, 10:25:57 AM

1:9,360

0 305 610 1,220 ft

0 90 180 360 m

Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community, Esri, NASA, NGA, USGS, FEMA

Parcels

Zoning Public

A-Agriculture

AR-Agriculture Residential

I2-General Industrial

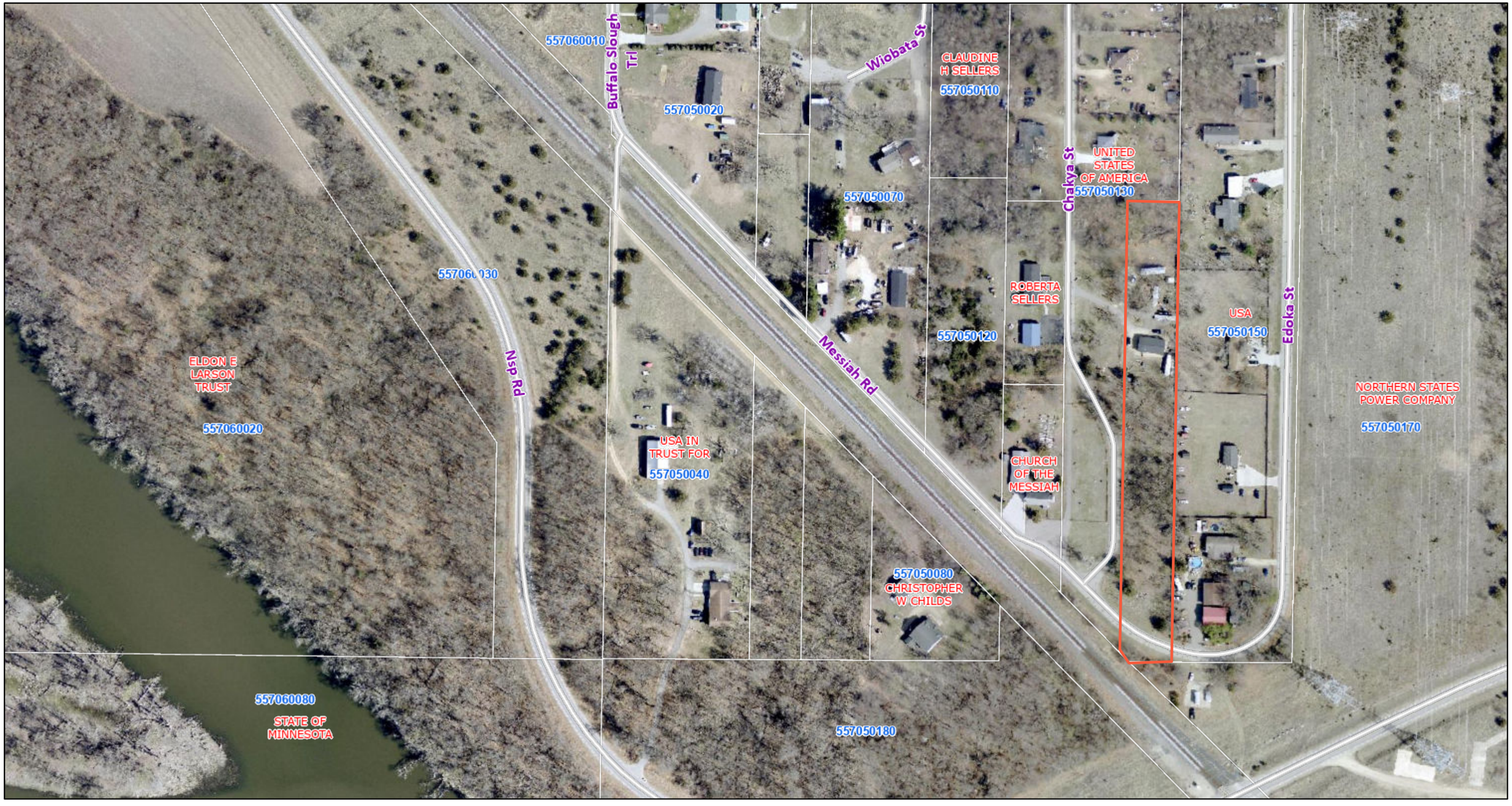
Prairie Island Indian Community

R1-Residential One (3.5-5 units/acre)

Split Zoning

World_Hillshade

ArcGIS Web Map



6/12/2026, 11:06:45 AM

Parcels

Imagery2025

Red: Band_1

Green: Band_2

Blue: Band_3

1:3,078

0 0.03 0.06 0.11 mi

0 0.04 0.09 0.17 km

Grant Johnson
President

Ronald Johnson
Vice President

Valentina Mgeni
Secretary

Constance Campbell
Treasurer

George M. Taylor Jr.
Assistant Secretary/Treasurer

June 1, 2026

Steve Kohn, Planning Manager
City of Red Wing
Community Development Department
419 Bush Street
Red Wing, MN 55066

Via email to steve.kohn@redwingmn.gov

Re: Road use for Western Boy Addition

Dear Mr. Kohn:

This letter, and the enclosed letter from Public Works, relate to the proposed Western Boy Addition subdivided properties (the "Addition"), located in Welch, Minnesota. The Prairie Island Indian Community (the "Tribe") confirms that the Tribe does not object to the Addition property owners using Chakya Street, Messiah Road, or other Tribal roads subject to all applicable laws and regulations. Crossing the trust property situated between Chakya Street and the Addition is authorized as long as it is consistent with any valid ROW/easement rights that currently exist, and/or rights that the Tribe and the Addition property owners may agree upon, subject to any necessary Federal approval.

Should you require additional information regarding this matter, please contact Travis Dunn, Director of Public Works, Infrastructure, and Housing.

Pidámaya do (Thank you),

Grant Johnson
Tribal Council President

Cc: Yvonne Oberly, Tribal Administrator
Travis Dunn, Director of Public Works, Infrastructure, and Housing
Wayne Bohn, Assistant Legal Counsel
Corey Western Boy

Date: June 1, 2026

City of Red Wing
Community Development Department
419 Bush Street
Red Wing, MN 55066

RE: Utility Service Availability - Western Boy Addition

To Whom It May Concern:

The Prairie Island Indian Community hereby confirms that community water and sanitary sewer services are available to serve the parcels proposed within the Western Boy Addition subdivision located near Chakya Street and Messiah Road in Welch, Minnesota.

The proposed lots are located within an area presently capable of being served by the Prairie Island Indian Community utility systems, subject to normal utility connection requirements, permitting, review of final site conditions, and compliance with applicable Tribal regulations.

Should you require additional information regarding utility service availability, please contact my office.

Sincerely,

Travis Dunn
Director of Public Works, Infrastructure, and Housing
Prairie Island Indian Community
5636 Sturgeon Lake Road
Welch, MN 55089
651-764-2945

CITY COUNCIL MEETING STAFF REPORT

To: City Council Members and Mayor
From: Kelsey Prall, Deputy Director, Utilities
Meeting Date: July 13, 2026
Agenda Item Number: 8.K.

Title and Purpose

Motion to Authorize Staff to Apply for FEMA Flood Mitigation Assistance (FMA) Grant – Main Lift Station Improvements for $5,392,500.
Staff requests City Council authorization to submit a full application to the Federal Emergency Management Agency FMA Grant Program in the amount of $5,392,500 to support the Main Wastewater Lift Station Rehabilitation and Flood Resiliency Project. This application is being pursued in parallel with the previously authorized FEMA Building Resilient Infrastructure and Communities (BRIC) grant application. Both programs are nationally competitive.

Attachments

None

Background

In January 2026, the City completed and adopted the Wastewater Treatment Facility Plan, which evaluated the existing facility condition, regulatory requirements, treatment capacity, and long-term infrastructure needs. The facility plan identified the need for significant future capital improvements and upgrades to ensure continued regulatory compliance, operational reliability, and treatment performance.

The wastewater main lift station is the most critical component of the entire sewer system as it is the single point of entry to the wastewater treatment plant for all the city's wastewater collection. Failure of the lift station contributes to system backups and overloads the wastewater plant. This strains capacity, accelerates deterioration, increases system operational costs, and increases the occurrence of untreated sewage entering the Mississippi River. The lift station is located in Levee Park adjacent to the River and roadway access is impeded during major flood events, which prevents vehicle and equipment access to the site. The city has lost public access to the facility four times in the last eight years, and with more frequency within the last three years. The project has been outlined in a facility plan submitted to the MPCA.

The City Council approved a reallocation of $32,000 of CIP funds in June to prepare plans and seek funding assistance for the FEMA BRIC grant. The application was submitted in early July. The proposed rehab and flood mitigation project includes measures to improve resilience and reduce flood-related service disruption, consistent with FEMA hazard mitigation priorities.

Discussion

The FEMA Flood Mitigation Assistance (FMA) program provides competitive funding for eligible mitigation projects that reduce or eliminate risk from flood hazards. Although more narrowly focused than BRIC, the City's Main Lift Station project fits within eligible flood mitigation categories due to documented flood exposure and infrastructure criticality. This grant is another opportunity to secure funding for the major wastewater treatment improvements outlined in the facility plan.

The proposed project includes replacing aging lift station pumps, screening and grit removal equipment, electrical equipment and overall improvements to the structural integrity. The main interceptor sewer lines adjacent to the lift station will also receive cured-in-place pipe lining to reduce the inflow-and-infiltration that is further exacerbating hydraulic overloads at the facility when flooding occurs. It directly addresses this challenge by improving the lift station's ability to operate safely and reliably during periods when physical access is restricted or temporarily unavailable. The project focuses on flood hardening, remote operation capability, and prevention of floodwater intrusion into critical infrastructure.
Specific resiliency improvements include:

1. Upgrades to the control and SCADA systems that allow operators to remotely monitor and operate the lift station during flood events without requiring on-site access for extended periods of time.
2. Installation of systems that allow the building to be remotely sealed during flooding conditions to minimize water intrusion and protect critical electrical and mechanical components.
3. Flood-proof doors and crack sealing/protection measures to reduce the potential for floodwaters entering the structure.
4. Installation of backflow prevention valves on floor drains to prevent floodwaters or surcharged sewer flows from entering the building through drainage systems.
5. Replacement of existing manhole castings and covers with gasketed, O-ring sealed assemblies designed to reduce inflow and floodwater intrusion into the wastewater collection system.
6. Additional bollards and exterior protection measures to reduce the risk of floating debris or flood-related impacts damaging the structure during high-water events.
7. Sewer pipe lining (CIPP) of the large main sewer line entering the lift station

These improvements significantly increase the facility's ability to remain operational during severe weather and flooding events, even when staff cannot access the site. While no infrastructure project can guarantee uninterrupted physical access during every extreme flood scenario, the proposed upgrades substantially reduce operational vulnerability and improve the City's ability to maintain wastewater service continuity during emergencies.

The proposed project is not a replacement-in-kind effort. The City is using this project to modernize and harden the wastewater main lift station against current and future flood risks through targeted resiliency upgrades and improved emergency operations capability.
Examples of improvements beyond simple replacement include:

1. **Remote Operations and SCADA Improvements:**
   Existing controls will be upgraded to modern SCADA-integrated systems capable of remote monitoring and operation. These improvements allow operators to have more complete control of wet well levels, equipment status, and system operation remotely during flood events when access to the station may be restricted.
2. **Flood Intrusion Prevention Measures:**
   The project incorporates several new flood-proofing components that do not currently exist at the facility, including flood-proof doors, crack sealing and structural intrusion protection, remotely sealable building features, and backflow prevention valves on floor drains.
3. **Improved Structural Protection:**
   Additional bollards and exterior protective features will be installed to reduce the risk of debris impacts and structural damage during flooding events. These measures improve the overall durability and survivability of the facility during high-water conditions.
4. **Collection System Resiliency Enhancements:**
   Existing manhole castings and covers will be replaced with O-ring sealed assemblies designed to minimize floodwater inflow into the collection system. This improvement reduces hydraulic loading on the lift station during flood events and improves overall wastewater system performance.
5. **Enhanced Emergency Resilience:**
   Rather than restoring the facility to its previous condition, the project improves the station's ability to operate independently and withstand flooding impacts for longer durations with reduced operator intervention

The City is already preparing an application under the FEMA BRIC program for the same project. The FMA application process requires substantially similar technical documentation and allows reuse of most BRIC application materials (engineering narratives, benefit-cost analysis, hazard documentation, and project design elements) Because both BRIC and FMA are competitive programs, submitting to both significantly increases the probability of securing federal funding for the project. The application is due July 16, 2026. Staff is currently working under the BRIC application schedule and will leverage those materials to meet the FMA deadline without substantial duplication of effort.

Financial Plan and Impact

There are no immediate or direct costs associated with this grant application. The total estimated budget for the Main Lift Station Rehabilitation Project is $7,190,000. FEMA grant programs typically require a 25% grantee cost share. If awarded the grant request of $5,392,500, the remaining cost of $1,797,500 would be spent from the 602 enterprise fund and is included in the 2027 CIP.

Approval of these action items does not approve the Main Lift Station Rehabilitation project, and does not authorize spending beyond this grant preparation and application. This project was also submitted to Senators Tina Smith and Amy Klobuchar for Congressionally Directed Spending and Representative Finstad for Community Project Funding for $3,500,000. Representative Finstad has advanced this project through the subcommittee for $600,000. In the event that all funds are awarded, the requested award amounts would be adjusted so the City still maintains the 25% cost share.

Alternatives

1. Deny motion and provide staff with additional direction on how to proceed.

Recommended Action

Motion to Authorize Staff to Apply for FEMA Flood Mitigation Assistance (FMA) Grant – Main Lift Station Improvements for $5,392,500.

CITY COUNCIL MEETING STAFF REPORT

To: City Council Members and Mayor
From: Jeffrey Schneider, Deputy Director of Solid Waste
Meeting Date: July 13, 2026
Agenda Item Number: 8.L.

Title and Purpose

Motion to Approve the Solid Waste Delivery Agreement with Allied Waste Services of North America LLC, dba Republic Services of the Twin Cities – Inver Grove Heights.
This agreement provides Republic Services with a disposal rate in exchange for its long-term commitment to deliver municipal solid waste to the City's Waste Campus, including municipal solid waste from the metropolitan area that may become available through the Consent Decree process. Under the metropolitan landfill Consent Decree and associated Schedule of Compliance, metropolitan landfills may deliver municipal solid waste to the City when the Waste Campus identifies an anticipated need for additional processing volumes. This process helps maximize the use of existing resource recovery infrastructure where processing capacity is available while supporting Minnesota's waste management hierarchy. Staff recommends approval.

Attachments

1. Hauler Agreement

Background

The City of Red Wing operates an integrated solid waste processing system that serves as the designated municipal solid waste (MSW) processing facility for Goodhue County. Under the Goodhue County Solid Waste Designation Ordinance, all residential and commercial MSW generated within the County is required to be delivered to the City's Waste Campus for processing.

The designation system is the result of agreements between the City of Red Wing, Goodhue County, and the State of Minnesota and supports the waste management hierarchy established in Minnesota Statutes Chapter 115A, which prioritizes waste reduction, reuse, recycling, and resource recovery before land disposal whenever feasible and prudent.

In 2014, the Minnesota Legislature authorized the Bench Street Landfill to enter the State's Closed Landfill Program provided three conditions were met:

- No additional waste would be disposed of at the Bench Street Landfill after December 31, 2018.
- Goodhue County would continue to meet applicable state recycling goals.
- Municipal solid waste generated in Goodhue County will be delivered to and processed at a resource recovery facility located within the County for a minimum of 20 years.

The Bench Street Landfill ceased accepting waste in 2018, closure activities were completed in 2022. The Bench Street Landfill has since been accepted into the Minnesota Pollution Control Agency's (MPCA) Closed Landfill Program.

Discussion

Goodhue County's Designation Ordinance requires all municipal solid waste generated within the County to be delivered to the City's Waste Campus for processing. This agreement also supports the delivery of supplemental municipal solid waste generated outside Goodhue County.

Under the metropolitan landfill Consent Decree and associated Schedule of Compliance, metropolitan landfills may deliver municipal solid waste to the City when the Waste Campus identifies an anticipated need for additional processing volumes. This process helps maximize the use of existing resource recovery infrastructure where processing capacity is available while supporting Minnesota's waste management hierarchy.

Republic Services is one of the metropolitan waste haulers capable of supplying these supplemental waste volumes through the Consent Decree process. A long-term delivery agreement provides greater certainty that supplemental municipal solid waste from the metropolitan area will be available when needed to efficiently utilize the City's existing permitted processing capacity. This agreement does not increase the City's permitted processing capacity; rather, it provides a mechanism to better utilize existing capacity when supplemental waste is available.

The agreement provides Republic Services with a disposal rate that is $10 per ton lower than the City's standard non-contracted rate in exchange for its long-term commitment to deliver municipal solid waste to the City's Waste Campus, including supplemental municipal solid waste from the metropolitan area that may become available through the Consent Decree process.

The agreement has an initial term of five (5) years and automatically renews for up to three (3) additional five-year terms unless terminated in accordance with the agreement.

Financial Plan and Impact

The Waste Campus operates most efficiently when processing waste volumes near its available operational capacity. While Goodhue County's designated waste stream provides the foundation for facility operations, the metropolitan landfill Consent Decree establishes a process through which metropolitan landfills may deliver supplemental municipal solid waste to Minnesota resource recovery facilities, including the City of Red Wing, when those facilities identify an anticipated need for additional processing volumes.

Utilizing existing permitted processing capacity allows the City to spread fixed operating costs over additional processing tons without requiring additional capital investment, improving operational efficiency and strengthening the long-term financial sustainability of the City's resource recovery operations.

Efficient utilization of the facility also advances Minnesota's waste management hierarchy by directing additional waste to resource recovery rather than landfill disposal whenever processing capacity is available.

Alternatives

1. Approve Solid Waste Hauler Agreement with Allied Waste Services of North America LLC, dba Republic Services of the Twin Cities – Inver Grove Heights
2. Do not approve and direct Staff as to how to proceed.

Recommended Action

Motion to Approve the Solid Waste Delivery Agreement with Allied Waste Services of North America LLC, dba Republic Services of the Twin Cities – Inver Grove Heights.

WASTE DELIVERY AGREEMENT

THIS WASTE DELIVERY AGREEMENT ("Agreement") is made and entered into by and between the CITY OF RED WING ("Red Wing" or the "City"), GOODHUE COUNTY ("Goodhue" or the "County"), both political subdivisions of the State of Minnesota, and _____, a _____, with its principal place of business at _____, hereinafter referred to as the ("Contract Hauler"), collectively referred to as the Parties and individually as a Party. It shall become effective as provided in Section 1 herein.

RECITALS

WHEREAS, the State of Minnesota by the enactment of the Minnesota Waste Management Act, Minn. Stat. Chapter 115A and Minn. Stat. Chapter 400, has declared that it is the State's policy to improve municipal solid waste management through the separation and recovery of energy and materials from municipal solid waste and through the reduction of disposal of such waste;

WHEREAS, the City and the County desire to promote the State's municipal solid waste management policy, in part, through recovery of renewable resources from municipal solid waste at the City's resource recovery facility ("Facility") located at 1873 Bench Street, Red Wing, Minnesota 55066;

WHEREAS, the County is in the process of implementing waste designation as provided for in Minnesota law, including the negotiation of waste delivery agreements with waste haulers;

WHEREAS, Contract Hauler is licensed to operate in the City and/or County as a solid waste hauler, as desires to voluntarily enter into this Agreement governing delivery of solid waste to the Facility;

WHEREAS, the City and the County desire for all solid waste haulers to enter into voluntary agreements to deliver all Acceptable Waste generated in the County that is collected by such haulers to the Facility.

NOW THEREFORE, in consideration of the mutual promises and conditions contained herein, the Parties hereby agree as follow:

1. Implementation of this Agreement

Implementation of this Agreement is conditioned on the adoption of a Waste Designation Ordinance by Goodhue County. Should the County Waste Designation Ordinance not be implemented, this Agreement shall not go into effect.

2. Recitals

Each of the Parties hereto agrees that the Recitals set forth above are true and correct and are incorporated into this Agreement.

3. Definitions

The terms defined in this Section 3 shall, for all purposes of this Agreement have the meanings herein specified, unless the context clearly requires otherwise.

a. "Acceptable Waste" means Mixed Municipal Solid Waste that meets the requirements of the Facility as determined by the City and consistent with City and County solid waste ordinances, but specifically excludes Unacceptable Waste.

b. "Commercial Hauler" means any Person who owns, operates, or leases vehicles for the purpose of contracting for compensation with a Generator to collect and/or transport Mixed Municipal Solid Waste and other Solid Waste generated in the County.

c. "Contract Hauler" means any Commercial or Self-Hauler who delivers to the Facility Acceptable Waste generated in Goodhue County and maintains a Waste Delivery Agreement with the City and County.

d. "Contract Tip Fee" means a Tip Fee that is equal to that charged to all Contract Haulers, and is less than the Gate Tip Fee charged to haulers delivering Acceptable Waste pursuant to the County Waste Designation Ordinance.

e. "Facility" means the City's Resource Recovery Facility located at 1873 Bench Street, Red Wing, Minnesota 55066.

f. "Force Majeure" shall mean acts of the public enemy, wars, strikes or other labor disturbances, riots, disorders, civil disturbances, lightning, fire, storms, floods, washouts, restraints of government or judicial bodies, including restraints in the form of injunctions, orders, rules or regulations prohibiting or modifying performance of this Agreement, sabotage, explosions, governmental preemptions in connection with a national emergency, interference by or erroneous regulations imposed by civil or military authorities, and any other occurrence beyond the reasonable control of the nonperforming Party.

g. "Gate Tip Fee" is the charge set by the City for the use of the Facility for the disposal of Acceptable Waste generated in the County.

h. "Generator" means any Person who produces Solid Waste.

i. "Mixed Municipal Solid Waste" (MMSW) means garbage, refuse, and other Solid Waste from residential, commercial, industrial, and community activities that the

generator of the waste aggregates for collection and that may be accepted at the Facility. MMSW also includes other Solid Waste, such as industrial solid waste and non-mixed municipal solid waste, that prior to final processing or disposal:

1. is not managed as a separate waste stream; or

2. is managed as a separate waste stream using a waste management practice that is ranked lower on the list of waste management practices in Minn. Stat. Section 115A.02(b) than the Facility.

MMSW does not include auto hulks, street sweepings, ash, mining waste, sludges, tree and agricultural wastes, lead acid batteries, and Unacceptable Waste.

j. "Person" means any individual person, organization, business entity, or company that hauls, picks up, transports delivers, manages or generates Solid Waste in Goodhue County. Person includes, but is not limited to, Self-Haulers, Commercial Haulers, and Contract Haulers.

k. "Self-Hauler" means a Person who does not contract with a Commercial Hauler and that collects and transports its own Solid Waste. A Commercial Hauler with two or less customers shall be considered a Self-Hauler only for purposes related to the City's Service Charge Ordinance, and the County Waste Designation Ordinance. Neither the City nor a Commercial Hauler with three or more customers shall be considered a Self-Hauler.

l. "Service Charge" means any Solid Waste and/or environmental service charge imposed upon Generators in Goodhue County and is required to be collected by Commercial Haulers or Self-Haulers.

m. "Solid Waste" means garbage, refuse, sludge from a water supply treatment plant or air contaminant treatment facility, and other discarded waste materials and sludges, in solid, semisolid, liquid, or contained gaseous form resulting from industrial, commercial, mining and agricultural operations, and from community activities, but does not include hazardous waste; animal waste used as fertilizer; earthen fill, boulders, rock; concrete diamond grinding and saw slurry associated with the construction, improvements, or repair of a road when deposited on the road project site in a manner that is in compliance with best management practices and rules of the agency; sewage sludge; solid or dissolved material in domestic sewage or other common pollutants in water resources, such as silt, dissolved or suspended solids in industrial wastewater effluents or discharges which are point sources subject to permits under section 402 of the Federal Water Pollution Control Act, as amended, dissolved materials in irrigation return flows; or source, special nuclear, or by-product material as defined by the Atomic Energy Act of 1954, as amended.

n. "Solid Waste Ordinances" means solid waste management ordinances adopted by the City, County, and other municipalities in the County as applicable and as amended from time to time.

o. "Unacceptable Waste" means any material described in Exhibit A, attached to and incorporated into this Agreement, and as may be amended from time to time by the City.

4. Representations of Contract Hauler

a. The Contract Hauler is a duly organized company, validly existing and properly qualified to do business under the laws of the State of Minnesota, and is licensed to haul waste in the City and/or the County.

b. This Agreement has been duly authorized, executed and delivered by the Contract Hauler and constitutes a binding legal obligation of the Contract Hauler that is fully enforceable in accordance with its terms and conditions.

c. The execution, delivery and performance by the Contract Hauler of this Agreement does not and will not conflict with any other agreement or contract to which the Contract Hauler is a party.

d. The Contract Hauler is able to deliver to the Facility all Acceptable Waste collected by it from all of its present and future customers in the County in accordance with the terms of this Agreement.

5. Obligations of Contract Hauler

a. **Delivery of Acceptable Waste**. The Contract Hauler shall deliver all Acceptable Waste it collects within Goodhue County directly to the Facility. When delivering Acceptable Waste to the Facility, the Contract Hauler agrees to comply with Facility policies and practices.

b. **Waste Origin**. The Parties agree that the purpose of this Agreement is to assure the delivery to the Facility all Acceptable Waste generated in Goodhue County and collected by the Contract Hauler. The Parties acknowledge that there will be times when small amounts of Acceptable Waste generated in other counties, referred to as Incidental Waste, is collected for operational and routing efficiency along with Acceptable Waste generated in Goodhue County. "Incidental Waste" shall be considered to be an amount that is less than fifty percent (50%) of the truckload in question. The Parties agree that the delivery of Incidental Waste from other counties is allowed under this Agreement and that loads containing such Incidental Waste shall be charged the Contract Tip Fee.

c. **Acquisition or Merger**. In addition to the Acceptable Waste the Contract Hauler has agreed to deliver as described in Section 5.a., above, the Contract Hauler further agrees to deliver to the Facility all Acceptable Waste currently required by

contract or the County Designation Ordinance to be delivered to the Facility by any and all entities which the Contract Hauler acquires or with which the Contract Hauler merges or otherwise becomes affiliated during the term of this Agreement.

d. **Unacceptable Waste**. The Contract Hauler agrees to use its best efforts to avoid delivering any Unacceptable Waste to the Facility and shall not knowingly mix any Unacceptable Waste with Acceptable Waste. If Contract Hauler is uncertain over whether a particular waste is Unacceptable, Contract Hauler shall contact the Facility to obtain guidance on whether the waste is Acceptable or Unacceptable.

e. **Rejection of Deliveries**. The Contract Hauler may be denied entrance to the Facility if the City has a reasonable basis to believe that a vehicle contains Hazardous Waste or a significant amount of Unacceptable Waste.

f. **Regulatory Compliance**. The Contract Hauler shall at all times operate its business in compliance with all applicable federal, state, and local laws, rules, regulations, ordinances and licenses. This includes but is not limited to collecting, transporting, delivering and disposing of waste; and billing, collecting, reporting and remitting the City Environmental Charges for solid waste collected in the City of Red Wing.

6. Responsibility for Unacceptable Waste

a. If requested by the Facility, the Contract Hauler agrees to reload and dispose of waste deposited on the tipping floor if the waste contains Unacceptable Waste, including Acceptable Waste contaminated by Unacceptable Waste.

b. If the Facility has reason to believe that Unacceptable Waste was delivered by the Contract Hauler, and the Contract Hauler has left the tipping floor, the Contract Hauler agrees to return and remove such Unacceptable Waste within twenty-four (24) hours of notice from the Facility, and dispose of it in accordance with all applicable federal, state and local laws. In the alternative, the Facility may properly manage such waste and charge Contract Hauler all costs of such management.

c. The Facility has the right to reject entire or partial loads of Unacceptable Waste. The Contract Hauler shall be provided with documentation specifying the rejection and reasons therefore. All costs of reloading, removal and disposal of Unacceptable Waste shall be borne by the Contract Hauler.

7. Payment

a. **Contract Tip Fee.** The Contract Hauler shall pay the per ton Contract Tip Fee adopted by the City for each ton of Acceptable Waste delivered to the Facility. The initial Contract Tip Fee shall be One Hundred and Twenty-Eight Dollars ($128.00) per ton.

b. **Adjustment of Contract Tip Fee.** The City shall establish the Contract Tip Fee each December to be effective the following January 1, and shall notify Contract Hauler in writing of such Contract Tip Fee amount in December. In the event of a Force Majeure event, the City may make adjustments to the Contract Tip Fee during the year.

c. **Payment of Fees.** The Contract Hauler agrees to pay all fees established under this Agreement. The City shall invoice the Contract Hauler on a monthly basis, and the Contract Hauler shall pay the charges owed on that invoice within thirty (30) days. On any charges past due after 30 days, the Contract Hauler must pay a late fee of two percent (2%) per month of the outstanding charges.

d. **Collection of Service Charges**. The Contract Hauler agrees to collect and remit any Service Charges that are established by the County, the City of Red Wing (including but not limited to the City Environmental Service Charge in City of Red Wing Ordinance Section 10.05), and any other municipality in Goodhue County.

8. City's Duty to Accept Waste

For the term of this Agreement, the City shall accept from the Contract Hauler all Acceptable Waste delivered by the Contract Hauler to the Facility or to such other location as the City shall specify, in accordance with the terms of this Agreement.

9. Failure to Accept Waste at Facility

If at any time the City is unable to receive all or any part of the Contract Hauler's Acceptable Waste at the Facility, then the City shall verbally notify the Contract Hauler's truck operator or dispatcher, and subsequently notify by electronic mail ("Email") Contract Hauler's designated representative identified pursuant to Section 24 of this Agreement. If the City notifies the Contract Hauler that it is unable to receive Acceptable Waste at its Facility, then the Contract Hauler shall dispose of the Acceptable Waste at another permitted solid waste management facility. All costs of such transportation and disposal shall be borne by the Contract Hauler. The City shall give verbal notice, followed by email notice, to the Contract Hauler designated representative when the Facility is able to receive Acceptable Waste again and the Contract Hauler shall promptly resume delivery of Acceptable Waste to the Facility within twenty-four (24) hours of receipt of such notice. If such notice is given, then the Contract Hauler shall promptly resume delivery of Acceptable Waste to the Facility in accordance with this Agreement.

10. Term

The initial term of the Agreement shall be for five (5) years. The Agreement shall automatically renew for three (3) successive five (5) year terms (Renewal Terms), unless either Party provides at least sixty (60) days written notice to the other Party prior to the commencement of a Renewal Term that the Party will not accept the Renewal Term and will allow the Agreement to terminate at the end of the then-current term.

11. Termination

a. The City and the County may immediately terminate this Agreement if any proceeding or other action is filed by or against the Contract Hauler seeking reorganization, liquidation, dissolution, or insolvency of the Contract Hauler under any law relating to bankruptcy, insolvency or relief of debtors. The Contract Hauler shall immediately notify the City and the County in writing upon the commencement of such proceedings or other action. In such event, the City and County shall be entitled to receive compensation for services provided in compliance with the provisions of this Agreement, up to and including the effective date of termination.

b. If any Party fails to cure an Event of Default pursuant to Section 12.a, the other Party may terminate this Agreement by providing written notice to the defaulting Party.

c. The City and the County may terminate this Agreement in the event the Facility closes permanently by giving at least sixty (60) calendar days written notice thereof to the Contract Hauler. In such event, the City and the County shall be entitled to receive compensation for services provided in compliance with the provisions of this Agreement, up to and including the effective date of termination.

d. The Contract Hauler may have sixty (60) calendar days to terminate this Agreement after the City notifies the Contract Hauler of any Contract Tip Fee increase under this Agreement, or if the County imposes a Service Charge. In such event:

    i. The City and the County shall be entitled to receive compensation for services provided in compliance with the provisions of this Agreement, up to and including the effective date of termination.

    ii. Upon termination, the Contract Hauler shall be subject to the County Waste Designation Ordinance and shall continue to be subject to all other Solid Waste and Service Charge Ordinances and will no longer receive the Contract Tip Fee.

12. Events of Default; Remedies

a. **Events of Default.** Any of the following events shall constitute an Event of Default:

i. The failure of the Contract Hauler to deliver all Acceptable Waste to the Facility; or

ii. Pay the Contract Tip Fee, or remit any applicable Service Charges collected by the Contract Hauler, in accordance with the terms of this Agreement; or

iii. The failure to perform or observe any other of the representations, covenants, agreements or conditions on the part of Parties to this Agreement, and such default shall have continued for a period of thirty (30) days after written notice thereof given by the other Party to the defaulting Party, unless the non-defaulting Party shall agree in writing to an extension of such time prior to its expiration for such longer period as reasonable diligence may require to remedy the same, with such an extension to be reasonably granted by the non-defaulting Party.

b. **Other Remedies.** Upon the occurrence of an incurred Event of Default the non-defaulting Party may pursue any available remedy by suit at law or equity to enforce the covenants of the defaulting Party herein, including such appropriate judicial proceedings as the non-defaulting Party shall deem most effective to protect and enforce or aid in the protection and enforcement of the covenants and agreements in this Agreement. The City and County retain the right to enforce against the Contract Hauler all applicable ordinances, regulations, statutes or permits.

c. **Manner of Exercise.** Unless otherwise stated, no remedy by the terms of this Agreement conferred upon or reserved to the Parties is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to any other remedy of the Parties given now or hereafter existing at law or in equity or by statute. The assertion or employment of any right or remedy hereunder shall not prevent the concurrent assertion or employment of any other appropriate right or remedy.

No delay or omission to exercise any right or power accruing upon any Event of Default shall impair any such right or power or shall be construed to be a waiver of any such Event of Default or acquiescence therein; and every such right and power may be exercised from time to time and as often as may be deemed expedient.

13. Indemnification

a. **Indemnification of the City and the County.** The Contract Hauler agrees to defend, indemnify, and hold harmless the City and the County, their elected

officials, officers, agents, attorneys, and employees (including duly authorized volunteers) from any liability, claims, causes of action, judgments, damages, losses, costs, or expenses, including reasonable attorney's fees, resulting directly or indirectly from any act, or omission, of the Contract Hauler, its officers, agents, employees (including duly authorized volunteers), or contractors, or anyone whose act, or omission, any of them may be liable for in the performance of the services required by this Agreement, and against all loss by reason of the failure of said Contract Hauler to perform fully, in any respect, all obligations under this Agreement.

b. **No Waiver of Immunities.** Nothing in this Agreement shall constitute a waiver or diminution by the City and the County of any immunities or statutory limitation on liability as set forth in Minn. Stat. Chapter 466 or as otherwise provided by law.

14. Insurance Requirements

The Contract Hauler agrees that in order to protect itself as well as the City and the County, under the indemnity provisions set forth above, it will at all times during the term of this Agreement keep in force policies of insurance required by the County Solid Waste Ordinance, and for those Contract Haulers also operating within the City, the City Solid Waste Ordinance as well. The City shall maintain adequate insurance for operations at its Facility.

Prior to the effective date of this Agreement, the Contract Hauler will furnish the City and the County with a current and valid proof of insurance certificate indicating insurance coverage in the amounts required by the County in its Solid Waste Ordinance, and for Contract Haulers also operating within the City, the City Solid Waste Ordinance as well. Evidence of insurance shall be provided before the effective date in Section 1. The City and the County shall be given thirty (30) days advance written notice of any changes in coverage. As a condition subsequent to this Agreement, Contract Hauler shall insure that the certificate of insurance provided to the City and the County will at all times be current. Any policy obtained and maintained under this clause shall provide that it shall not be cancelled, materially changed, or not renewed without thirty (30) days notice thereof to the City and the County. If Contract Hauler's insurance is canceled or modified to be in violation of this Agreement, the City and County may immediately terminate this Agreement upon notice of such cancellation or modification without providing an opportunity for Contract Hauler to cure the breach.

The Contract Hauler agrees as a condition subsequent to increase the required insurance coverage as the liability limits in Minn. Stat. Section 466.04 increase. Nothing in this Agreement shall constitute a waiver by the City and County of any statutory limits upon liability.

15. Data Privacy

All data collected, created, received, maintained or disseminated for any purpose by the activities of the Contract Hauler because of this Agreement shall be governed by the Minnesota Government Data Practices Act, Minnesota Statues Chapter 13 (Data Practices Act), as amended

and the Rules implementing the Act now in force or as amended. The Contract Hauler is subject to the requirements of the Act and Rules and must comply with those requirements as if it is a governmental entity. The remedies contained in Minn. Stat. Section 13.08 of the Act shall also apply to Contract Hauler.

16. Record Disclosures/Monitoring

a. Pursuant to Minn. Stat. Section 16C.05, subd. 5, the books, records, documents and accounting procedures and practices of the Contract Hauler relevant to the Agreement are subject to examination by the City and the County, and either the legislative auditor or the state auditor, as appropriate. The Contract Hauler agrees to maintain and make available these records for a period of six (6) years from the date of termination of this Agreement.

b. At the Contract Hauler's location and upon reasonable notice, the City and County shall have the right to examine, review and audit all accounts receivable and other records of the Contract Hauler as necessary to verify the Contract Hauler's compliance with the Acceptable Waste delivery requirements hereof. The City and County will keep non-public any data they determine to be trade secret or otherwise confidential data pursuant to the Data Practices Act if Contract Hauler requests that such data be kept confidential and the City and County determine the data qualifies for such treatment pursuant to the Data Practices Act.

17. Nondiscrimination

The Contract Hauler shall comply with and be subject to the requirements and conditions contained in Minn. Stat. Chapter 364 and Minn. Stat. Section 181.59.

18. Compliance with Law

The Contract Hauler shall abide by all federal, state, or local laws, statutes, ordinances, rules and regulations now in effect or hereinafter adopted insofar as they relate to the Contract Hauler's performance of the provisions of this Agreement. Failure to meet the requirements of this section may be cause for cancellation of the Agreement effective the date of receipt of the Notice of Cancellation. The Contract Hauler, at its own expense, shall secure and pay for all permits, fees, charges, duties, licenses, certifications, inspections, and other requirements and approvals as necessary for the execution and completion of this Agreement.

19. Firearms Prohibited

Unless specifically required by the terms of this Agreement, no provider of services pursuant to this Agreement, including but not limited to employees, agents, or subcontractors of the Contract Hauler shall carry or possess a firearm on City and County premises. Violation of this provision shall be considered a substantial breach of the Agreement; and, in addition to any other remedy available to the City and the County under law or equity.

Violation of this provision is ground for immediate suspension or termination of this Agreement.

20. Independent Contractor

Parties agree that the Contract Hauler is acting as an independent contractor under this Agreement. Neither the Contract Hauler nor its employees will at any time be construed to be employees of the City or County. The Contract Hauler is responsible for its employees' compensation, fringe benefits and all insurance coverage.

21. Successors, Subcontracting and Assignment

a. The Contract Hauler binds itself, its partners and legal representatives to the City and the County in respect to all covenants, contracts and obligations contained in this Agreement.

b. The Contract Hauler shall not enter into any subcontract for performance of any services contemplated under this Agreement nor novate or assign any interest in the Agreement without thirty (30) days prior written notice to the City and the County. The Contract Hauler is responsible for the performance of all subcontractors.

22. Non-Conforming Services

The acceptance by the City and the County of any non-conforming goods/services under the terms of this Agreement for the foregoing by the City and the County of any of the rights or remedies arising under the terms of this Agreement shall not constitute a waiver of the City and the County's right to conforming services or any rights and/or remedies in respect to any subsequent breach or default of the terms of this Agreement. The rights and remedies of the City and the County provided or referred to under the terms of this Agreement are cumulative and not mutually exclusive.

23. Force Majeure

Neither Party shall be liable for any loss or damage incurred by the other Party as a result of Force Majeure, as defined herein.

24. Notices. All notices, consents and other communications required or permitted by this Agreement unless otherwise specified, are required to be in writing and shall be deemed delivered when tendered to the other Party by hand to such Party’s designated representative, or, if mailed shall be deemed to have been given when dispatched by certified mail, return receipt requested, postage prepaid, and addressed as follows:

If to the City: Jeff Schneider
Deputy Director Public Works

1873 Bench Street
Red Wing, MN 55066
Email: jeff.schneider@redwingmn.gov
Phone: 651-385-3672

If to the County:

Dick Thompson
Solid Waste Manager
2140 Pioneer Road
Red Wing, MN 55066
Email: dick.thopmson@goodhuecountymn.gov
Phone: 651-385-3107

If to the Contract Hauler:

_____
_____
_____
_____
Email:_____
Phone:_____

If a Party desires to change its designated representative, it shall notify the other Parties via the above notification provision.

25. Interpretation of Agreement; Venue

a. The Agreement shall be interpreted and construed according to the laws of the State of Minnesota. All litigation regarding this Agreement shall be venued in the appropriate State or Federal District Court in Goodhue County, Minnesota.

b. The provisions of this Agreement are severable. If any part of this Agreement is rendered void, invalid or unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this Agreement.

26. Entire Agreement

The written Agreement, including all attachments, represent the entire and integrated Agreement between the Parties hereto and supersede all prior negotiations, representations or contracts, either written or oral. No subsequent agreement between the City and the County and the Contract Hauler to waive or alter any of the provisions of this Agreement shall be valid unless made in the form of a written amendment signed by authorized representatives of the Parties.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the day and year first above written.

THE CITY OF RED WING

By: _____
Gary Iocco, Mayor
City of Red Wing

(SEAL) ATTEST:

_____
Chris Heineman,
Council Administrator

_____
Melissa Hill,
City Clerk

Approved as to form and execution this ____ day of _____, 2025

_____
Amy E. Mace, City of Red Wing Attorney

GOODHUE COUNTY

By: _____
Susan Betcher, Chairperson
Goodhue County Board of Commissioners

(SEAL) ATTEST:

_____
Scott Arneson
County Administrator

Approved as to form and execution this ____ day of _____, 2025

_____
Steve O'Keefe, Goodhue County Attorney

_____

(Contract Hauler)

By_____

Its_____

EXHIBIT A

Unacceptable Waste shall include but not be limited to the following:

- Hazardous Waste, as defined by Federal and State laws and/or regulations, or any other waste public authorities do not allow to be incinerated
- Explosive Waste
- Liquid Waste of any type including waste oils and antifreeze
- Radioactive Waste
- Florescent bulbs
- Animal remains
- Gasoline and flammable Liquids
- Hospital Waste, which is infectious, hazardous, inflammable or toxic; human remains
- Tires
- Large car parts
- Steel fence materials and steel banding
- Large wood items
- Construction or demolition debris or building waste.
- Pesticides, insecticides, chemicals, paint, solvents, or other toxic materials (when not normally in residential or commercial waste)
- PVC plastics (in large quantities such as waste from a plastic plant)
- Appliances, white goods, and auto, truck, utility vehicles or tractor batteries
- Furniture, mattresses, bedsprings or other large household items
- Yard and garden waste, hedge or tree trimmings
- Cathode ray tubes (televisions and computer monitors)

CITY COUNCIL MEETING STAFF REPORT

To: City Council Members and Mayor
From: Kyle Klatt, Community Development Director
Meeting Date: July 13, 2026
Agenda Item Number: 8.M.

Title and Purpose

Motion to Authorize Execution of a Professional Services Contract with Stantec Consulting. Staff is requesting City Council approval to move forward with consultant selection for the Mississippi River Waterway Economic Development & Public Investment Analysis, also known as the Port Waterway Plan. This is one of four projects that are components of the Office of Energy Transition Grant and would be funded through this grant program.

Attachments

1. Stantec - Port Waterway Plan Proposal

Background

In 2024, the City of Red Wing was awarded a $1 million grant from the Minnesota Department of Employment and Economic Development (DEED) Office of Energy Transition (OET) to prepare a long-term economic resiliency plan. The plan is intended to guide the City's economic development strategy in advance of potential closure or operational changes at the Prairie Island Nuclear Generating Plant and the associated impacts on the community's job market and tax base. The project includes the following components:

- Long-Range Financial Strategy (project completed)
- Land Development Feasibility Analysis (project underway)
- Port Waterway Plan (consultant selection under consideration with this agenda item)
- Orderly Annexation Plan (forthcoming)

The Port Waterway Plan is intended to better understand the value and future needs of the City and Port Authority's diverse portfolio of waterfront infrastructure. These public assets include marina facilities, bulkheads, river access infrastructure, airport facilities, and other waterway-related improvements. While these assets provide substantial public benefit, they also require significant ongoing operating expenditures and long-term capital investment.The final product will aid the City and Port Authority in future capital investment, maintenance priorities, and policy decisions.

Discussion

The City issued an RFP for the Port Waterway Plan earlier this year and received only one proposal from Stantec Consulting. Stantec's team includes qualified professionals specializing in:

- Port and marine infrastructure
- Airport planning and capital improvement
- Economic development
- Fiscal and economic impact analysis
- Urban planning
- Cost-benefit analyis
- Public infrastructure investment

The project team combines engineering expertise with economists and development specialists. They will evaluate both the physical condition of public waterway assets and their broader economic value. The project is scheduled for completion by the end of the year and includes regular progress meetings, interim deliverables, and a final dashboard to support future decision-making. The total cost of the proposal is $194,000, which is slightly higher than the original project budget of $178,750 approved under the City's grant agreement with DEED. The City submitted and received approval for a grant budget adjustment from DEED to account for the higher anticipated project cost.

Financial Plan and Impact

All costs associated with the proposals will be covered under the City's grant agreement with DEED. As projects advance, staff anticipates potential adjustments to redirect savings toward implementation-related activities and analysis, including financial tools or infrastructure. Staff will continue to work closely with DEED to ensure alignment with shared goals and proper use of grant funds.

Alternatives

N/A

Recommended Action

Authorize the Execution of a Professional Services Contract with Stantec Consulting.

City of Red Wing, MN

Mississippi River Waterway
Economic Development and Public Investment Analysis

June 30, 2026

Stantec Consulting

Stantec Consulting
733 Marquette Ave S
Minneapolis MN 55402

Attention:
Brandy Howe, Kyle Klatt,
City of Red Wing
315 West 4th Street
Red Wing, MN 55066

Reference: Mississippi River Waterway Economic Development and Public Investment Analysis
June 30, 2026

Hello Ms. Howe and Mr. Klatt,

Stantec is pleased to submit our work plan and fee proposal for the Mississippi River Waterway Economic Development and Public Investment Analysis. We understand the importance of this project for sound decision making relative to port, marina and airport infrastructure that you maintain. These facilities have economic value for the City of Red Wing, and also entail significant ongoing and intermittent maintenance costs. As you know, we have a team of professionals with deep expertise across the cross-disciplinary analysis that you have envisioned. They include personnel who understand the operational implications of your facilities, as well as estimating and evaluating the capital investments that are required over time. We also have analysts who have a background in analyzing the economic and fiscal benefits that accrue from these facilities.

Our strength lies in delivering this work through a fully integrated, in-house team. By bringing these team members together, we ensure alignment between evaluation of existing conditions, estimating future costs, analyzing benefits, and formulating strategies that reflect these analyses.

The project will be led by Tom Leighton, who brings more than 30 years of experience delivering services related to urban planning, economic development, real estate analysis, and community development guidance to communities across Minnesota and North America. Tom will coordinate the team and ensure we are moving the project forward expeditiously.

You are the experts on these facilities, and although we will deepen your knowledge of the costs and strategic options relative to their future, we will be working closely with you to understand existing conditions, operations and capital requirements—and to explore the implications of those strategic alternatives.

We have reviewed the RFP requirements and are prepared to roll up our sleeves and get to work. Thank you for your consideration. We look forward to partnering with you on these important analyses, and the strategic guidance that flows from them.

Sincerely,

Tom Leighton, AICP, EDFP
Senior Associate
Team lead, Development Economics
Direct: 612-712-2154

Experience and Qualifications

Stantec and Development Economics Overview

Stantec – Local Experience, Proven Delivery

Stantec is a multidisciplinary consulting firm supporting communities across Alberta and North America. For more than 70 years, we have worked with municipalities to develop policy frameworks, growth strategies, and implementation tools that guide sustainable and practical community development. Our services span community and land use planning, transportation planning, land economics, public engagement, urban design, and engineering, allowing us to deliver fully coordinated solutions from vision through to implementation.

Development Economics

Stantec's Development Economics Team leads projects and supports project teams across North America at scales that range from site-specific to metropolitan, and in settings that include small rural communities, metropolitan suburbs and dense urban cores. We support public and private sector clients in a diverse range of markets, combining expertise in urban planning; economic consulting; real estate development; and market, housing, and data analysis.

Using data analytics, mapping, visualization, and compelling narratives, we help clients understand opportunities and constraints and use them creatively to their advantage. We support actionable plans by understanding real estate markets and the mechanisms for development—offering clear implementation strategies that bring plans to fruition.

Implementation-Oriented Planning. We illuminate the real-world development opportunities by using leading-edge market analysis methodologies and deepen those insights through structured interviews with local market experts. We articulate a clear set of implementation strategies that define the public sector's role in achieving development outcomes.

Economic and Fiscal Impact. We analyze the economic impact of development scenarios, new business investments, and regional attractions, along with the net fiscal impacts on the tax base deriving from proposed development futures.

Economic Development, Housing, and Commercial Vibrancy. We provide holistic economic development strategies encompassing business development, workforce development, placemaking, tourism and creative economy strategies. We undertake housing studies that combine industry leading analytical techniques with strategic recommendations and case studies that are customized to each client's unique setting and needs. We work collaboratively with cities and business district stakeholders on the activation of downtowns, neighborhood retail districts, and mall redevelopments.

Project Team

Stantec has assembled a multidisciplinary team with extensive experience in ports, marinas, airports, development and economic analysis. Key team members include the following:

Thomas (Tom) Leighton, AICP, EDFP is an economic development specialist and senior urban planner with 28 years of experience helping communities and developers move projects from planning to implementation. His work focuses on market analysis, redevelopment strategy, financial feasibility, and development planning for both public- and private-sector clients. Tom is skilled at translating market conditions into practical recommendations and facilitating stakeholder discussions that build consensus and support achievable development outcomes.

Kathryn Sarnecki, P.E. is a senior project manager with more than 23 years of experience leading redevelopment, economic development, and public investment initiatives. She manages multidisciplinary teams evaluating complex public assets, including waterfront properties, infrastructure, and brownfield sites. Kathryn's experience includes capital planning, funding strategies, development feasibility, environmental review, community engagement, utility planning, and construction coordination. Before joining Stantec, she spent more than a decade with the Saint Paul Port Authority, directing real estate and development initiatives that advanced long-term economic goals and responsible stewardship of public assets.

Maxwell (Max) Mozo, P.E. serves as Stantec's U.S. Ports and Marine Terminals Sector Leader and has more than 30 years of experience planning, designing, and delivering port and waterfront infrastructure. A structural engineer by training, he has led projects involving marine terminals, bulkheads, and navigation infrastructure throughout the United States and internationally. Max is recognized for managing complex multidisciplinary teams and developing practical solutions that meet both technical requirements and long-term client objectives.

Scott Hoffeld, CEP is a senior project manager with more than 30 years of experience evaluating the environmental and economic performance of transportation and infrastructure investments. His background includes NEPA compliance, benefit-cost analysis, feasibility studies, and socioeconomic impact assessment for projects involving ports, navigation systems, and multimodal transportation. Scott has worked extensively with agencies including the U.S. Army Corps of Engineers, FHWA, and FAA, helping clients evaluate infrastructure needs, environmental constraints, and long-term investment decisions through clear, well-supported analyses.

Mike Smejkal, PE, AAE is a senior project manager with 27 years of experience in airport planning, infrastructure development, and capital program delivery. Having worked on both the owner and consultant sides, he understands the technical, financial, and operational considerations that shape long-term infrastructure decisions. His experience includes capital improvement planning, grant administration, funding strategies, and coordination with the FAA, Department of Defense, and local agencies. Mike helps clients prioritize investments, manage project delivery, and maximize the long-term value of public infrastructure.

Kribashini Narayana Moorthy, AICP is an urban planner whose work combines research, data analysis, GIS, and community engagement to support comprehensive planning and development strategy. She has contributed to housing studies, existing conditions assessments, market analyses, and public-sector planning initiatives. Kribashini is particularly skilled at translating complex data into maps, graphics, and other visual tools that help communities understand opportunities, evaluate alternatives, and support informed decision-making.

Sam Newberg is a senior urban planner with more than 20 years of experience in real estate consulting, market analysis, and community development. He leads market assessments and provides strategic guidance that informs redevelopment opportunities, investment decisions, and implementation strategies. Sam's experience spans residential, commercial, and mixed-use development, with an emphasis on producing concise, well-supported analyses that help clients evaluate market conditions and development potential.

Yosef A. Shirazi, PhD is an economist with 15 years of experience specializing in benefit-cost analysis, economic modeling, and socioeconomic impact assessment. He has evaluated infrastructure investments across the transportation, water, energy, and coastal sectors, developing analytical frameworks that integrate engineering, environmental, and financial information. Yosef's work helps clients understand fiscal performance, broader economic impacts, and the long-term value of public investments.

Jon Hecht, PhD is a Principal Transportation Economist with more than 24 years of experience conducting cost-benefit analysis, economic impact studies, and regulatory economics for major infrastructure investments. He has supported federal, state, and local agencies—including the Federal Highway Administration and the U.S. Department of Transportation—in evaluating project

costs, benefits, and long-term economic outcomes. Jon is experienced in developing rigorous, defensible methodologies that support funding decisions, infrastructure planning, and evaluation of public investment.

Work Plan and Methodology

Phase 0: Project Management

Task 0.1 Establish and Maintain a Regular Meeting Schedule

We are committed to providing a quality final product that is delivered on time and within budget. We recommend conducting regular meetings with a client group at a two or three week cycle, in order to manager to provide verbal project updates and to discuss any issues that may arise.

Phase 1: Baseline Conditions, Background Research and Data Collection

In this phase, we will gather the information required for each element of the analysis.

Task 1.1 Information Request

After being under contract an early task will be to assemble a consolidated information request relative to all of the facilities being evaluated, as well as previous analyses and reports. Depending on the methodology chosen, the contribution analyses will utilize a combination of data from third party business data libraries, professional judgement by City representatives and Stantec experts, targeted data collection from local business representatives, and/or data derived from analogous studies undertaken for functionally similar municipalities.

Task 1.2 Site Visit

Another early step will be a site visit. A set of team members including Twin Cities based personnel and Max Mozo, our ports specialist, will come to Redwing, view facilities conditions and their general setting, and conduct meetings with people who can build our understanding of the issues and opportunities they represent. The site visit will include a visual inspection conducted from the top side of bulkhead structures as well as along the water side via boat, in order to assess the current condition of the bulkhead.

Task 1.3 Investigation of Existing Conditions

The team will continue gathering information and informational materials to support our understanding of physical and property conditions, as well as economic and financial conditions and operations of the facilities.

Existing Conditions Report

Information learned in this phase will be consolidated and summarized in an Existing Conditions Report.

Phase 2: Analysis

Task 2.1 Methodology Refinement

Prior to undertaking each of the separate analyses noted below, Stantec will provide a detailed methodology for review by and discussion with City/Port staff. Methodologies will be refined following this step, and employed in the following tasks.

Task 2.2 Ports Analysis

The existing data and site inspection will be used to develop CAPEX costs associated with the rehabilitation or reconstruction the waterfront facilities. In addition to the development of in-kind replacement cost estimates, the estimated costs to upgrade these facilities to different standards and development scenarios will be performed. Up to three scenarios for each facility will be developed to assist in the economic modeling.

In addition to the costs related to the infrastructure, an analysis will be performed on the Little River dredging operations as well. The costs associated with the most recent dredging will be used to develop the required maintenance frequency and the associated dredge volumes with this maintenance dredging.

Ongoing operational revenues and costs will be analyzed as well. The net revenues or costs associated with the Port Authority owned ports can be counterposed with the economic and fiscal returns from the ports.

Task 2.3 Marina Analysis

Stantec will gather information that supports an analysis of ongoing operational revenues and costs, as well as the intermittently required and forecasted capital investments, that relate to City owned marina facilities. This supports a quantification of net costs associated with marinas that can be counterposed with the economic and fiscal impacts associated with those features.

Task 2.4 Airport Analysis

Stantec Airport Infrastructure team will review the current draft Master Plan (June 2026), most recent State Airport Economic Impact Statement and client-provided data on airport revenues (leases, fuel flowage, etc) and operating costs. Stantec will prepare a memo that summarizes the data to include current and forecasted operating and capital expenditures, revenues and operations data that will be utilized to update the overall economic analysis. Stantec will also identify potential areas to focus on improvements and considerations around FAA grant assurances.

Task 2.5 Economic Impact Analysis

Stantec's economic impact analysis will identify emerging economic opportunities for the City's economy. This identification will rely on three pillars of Stantec's deep economic development knowledge set: broad trends emerging at the national stage, trends specifically emerging within municipalities that are situated similarly to the City (i.e. regional recreational and transportation hubs), and through the insights we gain from the contribution analyses, described below.

Utilizing the methodologies approved in Task 1.1, Stantec will develop quantitative analyses estimating the economic contributions from various uses or sectors of the City's economy. Sectors to be evaluated are provided by the City as:

1. Commercial and industrial activity supported by river infrastructure
2. Airport-related business activity, corporate travel, and aviation services
3. Tourism activity associated with riverboats and waterfront visitation
4. Recreational boating activity and visitor spending

Stantec will rely on two primary data sources for the analysis.

1. REMI's PROSERIS input-output tool, which supports estimates of indirect and induced economic impacts for the contribution analyses.
2. ArcGIS Business Analyst library, which catalogs the businesses in Red Wing and surrounding areas at the level of the individual business.

Outcomes of the economic impact analysis will center on the employment and economic activity generated by each of the facility and their operations.

Task 2.6 Fiscal Impact Analysis

Stantec will create a fiscal impact model that is customized to Red Wing. The model will estimate the municipal revenue implications and cost of providing municipal services associated with the existing facilities, as well as with the alternative futures of those facilities. Outcomes of the analysis will center on the estimated impact on the Redwing/Port annual operational budgets under existing conditions—whether net negative or positive—and the change to those annual operational budgets under alternative futures.

The fiscal impact analysis will need to be structured differently for the different facilities.

Note that we could also provide county and school district impacts as an additional service.

Task 2.7 Asset Performance Scorecard

Stantec will create a dashboard that illustrates at a glance the economic and fiscal impacts associated with City/Port Authority owned facilities, and alternative futures for such facilities. For each facility and scenario, the dashboard will illustrate:

- Annual cost and revenue
- Net fiscal impact
- Annual economic activity generated
- Estimated 20-year capital liability
- Summary of strategic economic role

Phase 3: Strategic Recommendations

Task 3.1 Strategic Recommendations

Based on the information and analysis, Stantec will develop recommendations for the maintenance, discontinuance, and transition of the key facilities, with a focus on improving their economic performance and the economic return that derives from them. Recommendations may encompass a range of investment strategies, operational improvements, contractual and partnership arrangements, and policy guidance relative to the facilities.

Phase 4: Deliverable

Task 4.1 Report Deliverable

Stantec will develop a draft report that encompasses all of the elements of this work plan. It will:

- Describe the facilities under investigation, their current physical conditions and operational characteristics
- Describe the analytical methodologies utilized to understand the financial and economic implications of the facilities.
- Present an overview of the financial performance of the facilities—including their annual financial flows and their intermittently required capital improvement investments
- Present the economic and fiscal impacts of the facilities—under current conditions and under a set of future scenarios.
- Offer strategic recommendations for improving the economic performance of the facilities.

Following client review of the report, Stantec will make improvements and provide a final report.

Task 4.2 Dashboard Deliverable

The dashboard developed in Task 2.7 will also be made available to the client as a tool that shows key analytical results at a glance. The dashboard will be in a format that supports further analysis by the client as new scenarios emerge.

Project Calendar

We propose a schedule that will support all of the work being completed by the end of the year, barring unforeseen challenges.

MONTH:	July				August				September				October				November				December			
PHASES:	EXISTING CONDITIONS				ANALYSIS												STRATEGIES				DELIVERABLES			
PHASE 0: Project Management																								
Task 0.1 Regular Meetings																								
PHASE 1: Conditions, Background Research & Data Collection																								
Task 1.1 Information Request																								
Task 1.2 Site Visit																								
Task 1.3 Investigation of Existing Conditions																								
Deliverable: Existing Conditions Report																								
PHASE 2: Analysis																								
Task 2.1 Methodology Refinement																								
Task 2.2 Ports Analysis																								
Task 2.3 Marina Analysis																								
Task 2.4 Airport Analysis																								
Task 2.5 Economic Impact Analysis																								
Task 2.6 Fiscal Impact Analysis																								
Task 2.7 Asset Performance Scorecard																								
PHASE 3: Strategic Recommendations																								
Task 3.1 Strategic Recommendations																								
PHASE 4: Deliverables																								
Task 4.1 Report Deliverable																								
Task 4.2 Dashboard Deliverable																								

Project Budget

The following table shows a break-down of the estimated costs associated with this project. It includes one meeting with a Board or City Council.

	Labor	Travel	Data	Total
PHASE 0: Project Management				
Task 0.1 Regular Meetings	$13,000			$13,000
Task 0.2 Board or Council Presentation	$3,500			$3,500
PHASE 1: Conditions, Background Research & Data Collection				
Task 1.1 Information Request	$3,000			$3,000
Task 1.2 Site Visit (Ports, Economic, Local)	$9,000	$9,000		$18,000
Task 1.3 Investigation of Existing Conditions	$13,500			$13,500
Interim Deliverable: Existing Conditions Report	$3,500			$3,500
PHASE 2: Analysis				

Task 2.1 Methodology Refinement	$4,000			$4,000
Task 2.2 Ports Analysis	$19,000			$19,000
Task 2.3 Marina Analysis	$5,500			$5,500
Task 2.4 Airport Analysis	$4,000		$7,500	$11,500
Task 2.5 Economic Impact Analysis	$30,500			$30,500
Task 2.6 Fiscal Impact Analysis	$15,500			$15,500
Task 2.7 Asset Performance Scorecard	$4,500			$4,500
PHASE 3: Strategic Recommendations				
Task 3.1 Strategic Recommendations	$20,000			$20,000
PHASE 4: Deliverables				
Task 4.1 Report Deliverable	$21,000			$21,000
Task 4.2 Dashboard Deliverable	$8,000			$8,000
Total	$177,500	$9,000	$7,500	**$194,000**

Stantec

Stantec is a global leader in sustainable engineering, architecture, and environmental consulting. The diverse perspectives of our partners and interested parties drive us to think beyond what's previously been done on critical issues like climate change, digital transformation, and future-proofing our cities and infrastructure. We innovate at the intersection of community, creativity, and client relationships to advance communities everywhere, so that together we can redefine what's possible.

Stantec Consulting
733 Marquette Ave S
Minneapolis MN 55402
stantec.com

CITY COUNCIL MEETING STAFF REPORT

To: City Council Members and Mayor
From: Chris Heineman, City Council Administrator
Meeting Date: July 13, 2026
Agenda Item Number: 9.A.

Title and Purpose

Consider Motion to Approve the Facility Use Policy.
Staff is requesting City Council approval of the attached facility-specific use policies. These policies were revised following discussion and direction provided by the Council during the April 27, 2026 workshop.

Attachments

1. FINAL DRAFT Reserved Park Facility Use Policy
2. 2026 Facility Use Request Form
3. FINAL DRAFT Fire Station 2 Community Room and Community Development Conference Room Facility Use Policy

Background

At the April 27, 2026 City Council workshop, staff presented a draft Public Facility Use Policy that would have established one overarching policy for City facilities, with facility-specific appendices for parks, the Fire Station Training Room, the Red Wing Public Library, and the Sheldon Theatre. As part of the research for this policy, the facility use policies of five different cities were sampled, including Dakota County, Lakeville, West St. Paul, Lake Elmo, and Little Canada. During the discussion at the workshop, the Council provided several pieces of feedback, including:

- Removing the blanket prohibition on political events in reserved park facilities so that any individual or group willing to reserve and pay for a park space could use it, regardless of political affiliation.
- Clarifying whether the Fire Station Training Room / Fire Station 2 Community Room is available for public use.
- Keeping the Fire Station 2 Community Room available at no charge, recognizing that it was originally built as a neighborhood gathering space.
- Clearly identifying the approval authority and reservation contact for each facility rather than relying on a single master policy.

Based on the City Council's direction from the workshop, staff worked with the City Attorney to take a different approach. Rather than developing one master policy for all facilities, staff is recommending separate policies tailored to each facility. The proposed master Public Facility Use Policy has been replaced with individual policies. The Library Board has been discussing their own Facility Use Policy and will vote on its adoption at an upcoming meeting. That policy is not attached here as the Charter expressly gives the Library Board authority to create and implement their own policies without Council approval.

The following policies are ready for Council consideration and approval today:

- Reserved Park Facility Use Policy
- Fire Station 2 Community Room and Community Development Conference Room Facility Use Policy

Discussion

Reserved Park Facility Use Policy

The proposed policy removes the prohibition on political and candidate-related events, consistent with the Council's direction that if a rental fee is being paid, the renter should be able to conduct the political activity of their choice. Some prohibitions remain in place, such as activities which violate the law or City policy, create unreasonable safety risks, damage City property, involve smoking or illegal drug use, or rely on false or misleading reservation information.

The remainder of the policy is largely unchanged and includes park hours, cleanup responsibilities, alcohol regulations, temporary structure approvals, reservation procedures, cancellation and refund timelines, Colvill Courtyard requirements, ADA compliance, enforcement provisions, and administration by the Public Works Director or designee.

Fire Station 2 Community Room & Community Development Conference Room Facility Use Policy

The revised policy now covers both the Fire Station 2 Community Room (4880 Moundview Drive) and the Community Development Conference Room (419 Bush Street). Each location has its own reservation contact, addressing the Council's request to clearly identify who administers each facility. The policy also expands eligible users to include City of Red Wing departments and other federal, state, and local government agencies.

Consistent with the Council's direction, no rental fee has been added for the Fire Station 2 Community Room so it can continue serving its original purpose as a neighborhood gathering space. Unlike the Reserved Park Facility Use Policy, the prohibition on partisan political and candidate-related activities remains in place as no rental fee is charged for these facilities. The prohibited uses section has also been clarified to specifically address private social events, such as birthday parties, showers, commercial activities, fundraising, and the use of tobacco or cannabis products.

Financial Plan and Impact

None.

Alternatives

- Approve the policies as written.
- Approve the policies with modification as determined by Council.
- Do not approve the policies and direct staff how to further refine the policy and bring it back at a future Council meeting.

Recommended Action

Staff recommends that the City Council adopt the attached Reserved Park Facility Use Policy and the Fire Station 2 Community Room and Community Development Conference Room Facility Use Policy.

CITY OF RED WING

RESERVED PARK FACILITY USE POLICY

(Reserved Park Shelters, Pavilions & Colvill Courtyard)

1. Purpose

The purpose of this policy is to establish consistent procedures and requirements for the reservation and permitted use of City park shelters, pavilions, Bandshell, and the Colvill Courtyard during reservation periods. This policy is intended to ensure public safety, equitable access, protection of public property, proper facility maintenance, and compliance with applicable City regulations and state law. This policy applies to individuals or organizations who have reserved a park facility. For the avoidance of doubt, it does not apply to park facilities when they are being used by members of the public without a reservation.

2. Authority

This policy is adopted under the administrative authority of the City Council. The Public Works Director, or designee, is authorized to administer and enforce this policy.

3. Scope

This policy applies to the following facilities when they are reserved by individuals, organizations, or groups:

- All City-owned park shelters and pavilions.
- The Colvill Courtyard facility.
- The Central Park Bandshell.

This policy does not apply to park athletic field permits, park-specific event permits, or other uses governed by separate City policies. It also does not apply to general public use of City park facilities.

4. Prohibited Uses

The following activities are not permitted in reserved City park shelters, pavilions, Bandshell or the Colvill Courtyard:

- Activities that violate law or City policy
- Activities that create an unreasonable risk to public safety or City property.
- Smoking of tobacco or cannabis or illegal drug use anywhere on City property
- Reservations based on false or misleading information regarding the nature of the event

5. General facility reservation regulations

Hours for in-person public service at the Public Works building are Monday – Friday, 7:00 a.m. to 3:00 p.m.

5.1 Park Hours

- Standard park hours are sunrise to 10:30 p.m.
- Use outside of standard hours requires written approval.

5.2 Cleanup Responsibilities

The reserving party is responsible for restoring the facility and surrounding area to its original condition. This includes removal of decorations and event materials, bagging and proper disposal of garbage, and placing trash in designated receptacles.

Any cost for staff to clean up after events shall be billed to the event organizer.

Failure to comply may result in forfeiture of deposits and/or denial of future reservations.

5.3 Alcohol Use

- All possession, service, and consumption of alcohol on City property must comply with all applicable federal, state, and local laws and regulations.
- Alcohol may be served and consumed only by individuals 21 years of age or older during standard park hours (Sunrise.–10:30 p.m.).
- Alcohol may not be sold in City parks.
- Alcohol service beyond 10:30 p.m. requires written confirmation of onsite police presence, submission of documentation to the Public Works Director, and written approval prior to the event.
- The user is responsible for making security arrangements for all park activities occurring outside of standard park hours. Security arrangements may be made by calling 651-267-2613.

5.4 Tents and Temporary Structures

- The use of tents and bounce houses have their own policy, linked here.
- Tents must be approved in advance by the Public Works Director or their designee.
- Staking tents into the ground is prohibited without authorization.
- Contact Public Works at 651-385-3674 prior to installation.

6. Reservation Procedures

6.1 General Shelters & Pavilions

- Available approximately mid-May through mid-October (weather dependent).
- Reservations are first-come, first-served.
- Colvill Courtyard may be reserved up to one year in advance.
- All other Shelter and Pavilion reservations open on the first working day of each calendar year for that year.

- A completed Facility Use Request Form is required.
- Full payment is required when making the reservation.
- Reservations remain tentative until payment is received in full. If an applicant has only submitted a partial payment, the space may be reserved by a different user who submits full payment earlier. In that circumstance, the partial payment shall be refunded to the applicant who did not complete the reservation.
- Reservations cannot begin before 8:00 a.m.
- Keys can be picked up in person at the Public Works Building, 229 Tyler Rd. N., Red Wing, MN, Monday – Friday, 7:00 a.m. to 3:00 p.m.
- Cleaning deposit is due when keys are picked up.
- All local, state, and federal laws and ordinances must be followed when reserving City facilities.

6.2 Cancellation Policy

The City may need to close parks during periodic flooding. Full deposits are refunded when flooding reaches 12 feet. Refunds are otherwise not issued for cancellations due to weather.

If someone wishes to cancel their reservation prior to the date of the event, the following refund schedule will be followed:

Cancellation Notice	Refund Amount
30+ days prior	100% refund
14–29 days prior	50% refund
Less than 14 days	No refund

7. Specific Requirements for Colvill Courtyard

7.1 Facility Overview

- Seating capacity: 151 persons (tables and chairs included).
- Indoor facility with attached garden space.
- Cleaning supplies provided onsite.

7.2 Reservation Timeline

- May be reserved up to one year in advance.
- Full payment is required at time of reservation.
- Cleaning deposit is due when keys are picked up.
- Standard cancellation policy applies.

7.3 Cleaning Deposit

The cleaning deposit will be refunded only if decorations are removed, garbage is properly disposed of, and the facility is left in clean and orderly condition. The building will be inspected the morning following the event.

7.4 Special Hours

- Courtyard events may occur from 8:00 a.m. to midnight.
- Other park areas close at 10:30 p.m.
- Alcohol permitted in accordance with Section 5.3 of this policy.

9. Accessibility And ADA Compliance

The City complies with the Americans with Disabilities Act (ADA). Individuals requiring reasonable accommodations should contact Public Works in advance of the event to ensure appropriate arrangements can be made.

10. Enforcement

Violation of this policy may result in immediate termination of the event, forfeiture of deposits, denial of future reservations, and/or other remedies permitted by law.

11. Administration

The Public Works Director, or designee, has final authority regarding reservation approvals, alcohol extensions, after-hours usage, and policy interpretation.

Public Works Contact: 651-385-3674

12. Prior Violations or Damage.

The City reserves the right to deny or cancel a reservation if the applicant, user, or sponsoring organization has previously violated City policies, caused damage to City property, or failed to pay assessed fees, repair costs, or cleaning charges related to prior use of City facilities.

13. Acknowledgement

I have read and agree to comply with the City of Red Wing Park Facility Use Policy (Park Shelters, Pavilions & Colvill Courtyard).

_____

Signature

Date_____

FACILITY USE REQUEST

Please fill out the entire form. Incomplete forms may delay the reservation process and availability.

Reservation Name _____

Address _____

City _____ State _____ Zip _____

Contact Person _____

Phone 1 _____ Phone 2 _____ E-mail: _____

Activity or Event _____ Estimated number of participants _____

Park Name _____ **Facility Name/#** _____

Please check here if a Reserve Officer is needed at the Colvill Courtyard for serving alcohol after 10:30 P.M. ☐

Date Requested (*clearly fill in all days requested)*

YEAR	MONTH	DAY	DAY OF WEEK	BEGIN-END TIME

Special Requests *– shelter electricity and water is included in the reservation fee. Electricity is available for all shelters except Bay Point #1. Water is available in the Colvill Courtyard and Colvill Pavilion #1 only. If you request any additional tables, benches, and electricity etc. there will be a fee charged for materials and labor and will be billed to the address above.*

The undersigned, their organization and its members, in consideration for the use of the above-described facility, agree to assume responsibility for cleaning and leaving the facility in order for the next user. User agrees to abide by all policies and procedures set forth by the City of Red Wing. Open facilities are first-come first-serve, and all paid reservations must be honored. Receipt of payment at least 10 days prior to the requested date can guarantee the event will be posted on the shelter. If the City of Red Wing requires a Certificate of Insurance for the event, it is the user's responsibility to provide the Certificate with the City of Red Wing listed as an additional insured.

Signature

_____ Date _____

Remit Form & Payment to:
City of Red Wing
Public Works Department
229 Tyler Road North
Red Wing MN 55066

Phone: 651-385-3674 ~ Fax#: 651-388-0243
City of Red Wing Web site: www.red-wing.org
Park shelter calendar: http://fs-redwing.rschooltoday.com/calendar/index/index/viewtype/1

CANCELLATION POLICY: *Reservation fees will be refunded at 100% if cancellation is received 30 days prior to your reservation date and at 50% if received 14-29 days prior to your reservation date. No refunds will be issued for cancellations made within two weeks of a reservation.*

Reservation Fees

All fees must be paid at time of reservation.

Facility	Fees
Colvill Courtyard (Accommodates approximately 151 people – 200 chairs provided) All Day Rental Security Deposit Required **(returned after inspection)** Reserve Backyard Garden Exclusively Reserve Officer (Alcohol is not allowed after 10:30 without a scheduled officer) **Key Needed – to be picked up at Public Works M-F 7:00-3:00**	 $460/day $205 **(Separate Check)** $55 (up to 4 hours) $75 (4+ hours) $60
Colvill Courtyard – Seasonal Rental in four (4) hour increments Security Deposit Required **(returned after inspection)** October 15th through April 1st, Monday-Sunday April 1st through October 15th, Monday-Thursday **Key Needed – to be picked up at Public Works M-F 7:00-3:00**	 $205 **(Separate Check)** $245 (up to 4 hours) $245 (up to 4 hours)
Colvill Screened in Pavilion #1 (Accommodates approximately 50-75 people) Up to four hours All Day Rental Security Deposit Required **(returned after inspection)** **Key Needed – to be picked up at Public Works M-F 7:00-3:00**	 $105 (up to 4 hours) $155 (4+ hours) $105 **(Separate Check)**
Colvill Pavilion #2, #5 (Accommodates approximately 75-100 people)	 $70 (up to 4 hours) $90 (4+ hours)
All Small Pavilions (Accommodate approximately 35 people) **(Colvill #3, #4, Bay Point #1, #2, AP Anderson #1, Memorial #1)**	 $60 (up to 4 hours) $80 (4+ hours)
Private Party Warming House Use South Park (Accommodates approximately 50-75 people) **Key Needed – to be picked up at Public Works M-F 7:00-3:00**	 $80 (up to 4 hours) $110 (4+hours)
Central Park Bandshell (Accommodates approximately 75-100 people)	 $80 (up to 4 hours) $110 (4+ hours)
Large Event Tent Site (Location designated by Public Works) (Accommodates multiple tent sizes)	 $100 (entire day)
Picnic Table Rental All labor cost associated with moving tables will be billed at the current Public Works labor rates. Charges will reflect the number of employees, and the time required to transport tables to and from the specified public location. **Tables shall not be delivered to private property	 $20 (per picnic table per day)

Facility Use Policy

Fire Station 2 Community Room and Community Development Conference Room Use Policy

1. Facility Overview

This policy applies to use of the the Fire Station 2 Community Room, located at 4880 Moundview Drive, and the Community Development Conference Room, located at 419 Bush St.

The First Station 2 Community Room is available for meetings and community functions when the space is not required for official Fire Department operations. The room is primarily used for Red Wing Fire Department training and education, and Fire Department needs take priority over all other reservations.

The Community Development Conference Room is available for meetings and community functions when the space is not required for Community Development activities.

2. Eligible Use

When available, the Community Room and Community Development Conference Room may be used by:

- City of Red Wing government entities
- Federal, state, or other local government entities
- Nonprofit organizations
- Civic or community groups

All approved uses by nonprofit organizations or civic or community groups must:

- Serve a public purpose or public benefit, such as education, training, civic engagement, community discussion, or delivery of information or services of general interest to the public, and not be primarily intended to promote the private financial or commercial interests of an individual or business
- Comply with City policies, ordinances, and applicable law

Approval of facility use does not constitute City sponsorship or endorsement of the views expressed by users. Use of a facility does not create any ongoing right or entitlement to City property.

3. Reservations

Reservations of the First Station 2 Community Room must be made through the Fire Department Administrative Assistant.

Contact: 651-388-7141

Monday – Friday, 8:00 a.m. – 4:00 p.m.

Reservations of the Community Development Conference Room must be made through the Community Development office.

Contact: 651-385-3623

Monday – Thursday, 7:00 a.m. – 4:30 p.m.

Friday. 7:00 a.m. – 11:00 a.m.

4. Reservation Rules:

- Reservations are accepted up to three (3) months in advance.
- Recurring meetings may be scheduled with approval.
- Reservations are first-come, first-served.
- Reservation times must include setup and cleanup time.
- A reservation must be made by an adult age 18 or older.
- Reservations may not be transferred to another group.

The City may cancel or reschedule reservations when necessary due to emergencies or operational needs.

5. Hours and Capacity

Available Hours: Monday – Sunday, 8:00 a.m. – 8:00 p.m.

Maximum Occupancy:

- Fire Station 2 Community Room: 60 persons, including children and infants.
- Community Development Conference Room: 31 persons, including children and infants.

Attendance may not exceed this capacity due to fire safety requirements.

6. Prohibited Uses

- Private social events or parties, such as birthday parties, showers, etc.
- Commercial activities or the solicitation of funds
- Events or activities that are sponsored, coordinated, or paid for by a candidate for public office, a political party, or a political committee. This includes campaign rallies, campaign fundraisers, campaign strategy meetings, or petition drives conducted on behalf of a candidate or ballot committee
- Activities that violate law or City policy
- Activities that create an unreasonable risk to public safety or City property
- Alcohol, illegal drug use, or smoking anywhere on City property
- Reservations based on false or misleading information regarding the nature of the event

- Activities that interfere with Fire Department operations or emergency response.

7. General Facility Rules

- Groups must provide their own setup and cleanup.
- The City does not provide event staffing.
- The room must be vacated at the end of the reservation time.
- Public Wi-Fi is available for attendees.
- Only the Fire Station 2 Community Room and/or Community Development Conference Room and designated restrooms may be used.

Food and Beverages:

- Full meals are not permitted.
- Coffee and light refreshments are allowed.

Alcohol, Drugs, and Smoking:

- Alcohol and illegal drugs are strictly prohibited.
- Smoking is prohibited in the building and on Fire Department property.

Children:

Children must be supervised at all times. Groups with minors must provide one adult supervisor for every five participants under age 18.

Animals:

Only service animals are permitted.

7. Facility Care and Cleaning

Groups must leave the facility in clean and orderly condition.

After each use:

- Tables and chairs must be wiped and returned to their original arrangement.
- Trash must be removed and disposed of in the dumpster on the south side of the building or taken offsite.
- Whiteboard must be erased.
- Window shades must be raised.
- All lights must be turned off.

Damage to the facility must be reported immediately to City staff. Groups will be billed for damage, repair, or additional cleaning costs.

8. Parking

Public parking for the Fire Station 2 Community Room users is located on the side of the building adjacent to the meeting room. Users must not block fire station driveways or emergency vehicle access routes. At Fire Station 2, the rear lot is reserved for Fire Department personnel only. Parking for the Community Development Conference Room is available on street and in designated public parking facilities in downtown Red Wing.

9. Prior Violations or Damage.

The City reserves the right to deny or cancel a reservation if the applicant, user, or sponsoring organization has previously violated City policies, caused damage to City property, or failed to pay assessed fees, repair costs, or cleaning charges related to prior use of City facilities.

10. Acknowledgement

I have read and agree to comply with the City of Red Wing Park Facility Use Policy (Fire Station 2 Community Room and Community Development Conference Room).

_____

Signature

Date_____

CITY COUNCIL MEETING STAFF REPORT

To: City Council Members and Mayor
From:
Meeting Date: July 13, 2026
Agenda Item Number: 9.B.

Title and Purpose

Actions Related to Housing & Redevelopment Authority Appointment.

1. Consider Motion to Appoint Council Member Beth Snyder to the Housing & Redevelopment Board as a Voting Member for a First Term Expiring December 31, 2029. Council Member Snyder will fill the vacancy left by Kristi Reuter's resignation. If approved, the term of Council Member Snyder on the HRA will coincide with her term of office on the City Council.
2. Consider Motion to Approve Recommended Changes to the 2026 Rules and Policies for Boards, Commissions, and Committees to align with this change.

Attachments

1. HRA Appointment Email
2. Potential Revisions to 2026 Rules and Policies for Boards, Commissions, and Committees

Background

In Minnesota, it is common and widely recognized best practice for an elected City Council member to serve as voting commissioner on a Housing and Redevelopment Authority (HRA). This governance structure strengthens coordination between the HRA and the City Council by ensuring that housing, redevelopment, and economic development initiatives remain aligned with the City's strategic priorities and policy direction. Because HRA's are granted independent statutory authority under Minnesota law to acquire property, issue revenue bonds, secure grants, and undertake redevelopment activities, council representation provides valuable legislative oversight while preserving the HRA's operational responsibilities.

Shared membership also improves communication, reduces duplication of effort, and helps streamline the review and approval of development projects that ultimately require City Council action. In many Minnesota communities, particularly small and mid-sized cities, this collaborative approach has proven effective in integrating housing policy with broader municipal planning and budgeting decisions. By leveraging the expertise of both elected officials and appointed commissioners, cities are better positioned to maximize limited public resources, support affordable housing initiatives, promote economic development, and protect the health,

safety, and welfare of local residents.

In April 2026, HRA Commissioner Kristi Rueter resigned from her position on the Housing & Redevelopment Authority Board, creating a vacancy on the HRA Board of Commissioners for the past few months. City Council Member Beth Snyder has been serving as the City Council Liaison to the Housing and Redvelopment Authority for the past 18 months, and has expressed an interest in serving as an appointed voting member of the HRA. Minnesota Statutes § 469.003, subd. 6 authorizes a City Council member to be appointed as a commissioner of the Housing & Redevelopment Authority. City staff discussed this possibility with HRA Executive Director Kurt Keena, and he stated that the HRA is supportive of the appointment of a City Council member to be a voting member of the HRA Board of Commissioners.

Under this structure, the Mayor typically appoints, and the City Council approves the appointment. The current City Council Liaison to the HRA is assigned by the Council President, which would no longer be applicable if this appointment is approved. Staff has also consulted with City Attorney Amy Mace regarding the City Charter.

According to the City Attorney, City Charter Section 2.04, which governs Council members' service on City boards and commissions, does not apply to the HRA, as the HRA is a statutory authority rather than a Council-created advisory board. City Code Section 2.08, Subd. 3 implements Charter Section 2.04; because Section 2.04 does not extend to the HRA, Section 2.08's restriction on Council members serving on Boards or Commissions likewise does not apply. This is independently supported by Section 2.08's exception for service "otherwise specifically provided by... law," which is satisfied by Minn. Stat. § 469.003, subd. 6. The city attorney response is attached to this report for your information.

Discussion

Staff recommends the Council appoint Council Member Beth Snyder as a voting member of the HRA to fill the vacancy created by the resignation of Kristi Reuter. HRA Executive Director Kurt Keena has read the draft of the council report and appreciates the thorough vetting of the legalities of such an appointment. The HRA looks forward to having a Council member join our board and work with us to provide quality, affordable housing to the residents of Red Wing.

Minn. Stat. § 469.003, subd. 6 provides that a city council appointing one of its own members as an HRA commissioner may set that commissioner's term to coincide with their term of office on the Council. Consistent with this provision, staff recommends that Council Member Snyder's HRA term be set to coincide with her Council term, rather than following the HRA's standard staggered five-year term structure, as a five-year HRA term could outlast her four-year Council term.

If the Council approves this appointment, the current Rules and Policies for Boards, Commissions, and Committees will be slightly revised to reflect this change. The two edits are listed below in red. The full document is attached to this report.

Section 2: Membership -- #1(g): *Housing and Redevelopment Authority (HRA):* The HRA Board has seven members and all must be residents of Red Wing. ~~The HRA also has a City Council Liaison assigned by the Council President.~~ One of the voting members is a City Council member, recommended by the Mayor and approved by a majority vote of the Council. The Council's member's term on the HRA coincides with their term of office on the Council.

Section 4: Terms -- #1(b): Housing and Redevelopment Authority terms are five years, as established by state law. Members may serve up to two consecutive terms. The only exception is the term of the voting City Council member, whose HRA term coincides with their City Council term.

Financial Plan and Impact

NA

Alternatives

1. Appoint Council Member Snyder to the HRA for a partial term expiring December 31, 2027. This term end date would coincide with vacancy she would fill on the board.
2. Take no action and leave the HRA vacancy unfilled at this time.

Recommended Action

Appoint Council Member Beth Snyder to the Housing & Redevelopment Authority as a voting member, filling the vacancy created by the resignation of Kristi Reuter, with her term of office on the HRA to coincide with her term of office on the City Council, expiring December 31, 2029, pursuant to Minn. Stat. § 469.003, subd. 6.

Outlook

Fw: HRA appointment

From Mallon, Emily <Emily.Mallon@redwingmn.gov>
Date Thu 7/9/2026 4:36 PM
To Mallon, Emily <Emily.Mallon@redwingmn.gov>

From: Amy E. Mace <Amy.Mace@raswlaw.com>
Sent: Tuesday, June 16, 2026 3:14 PM
To: Hill, Melissa <melissa.hill@redwingmn.gov>
Cc: Tessa S. Wagner <tessa.wagner@raswlaw.com>
Subject: RE: HRA appointment

Hi Melissa,

Thanks for providing the documents. After our review, we believe the Mayor may appoint a Council member to serve as a voting member of the HRA. This is because state law specifically allows for this and we do not think the Code provisions you cited apply to the HRA. We explain this more below.

State law allows Council members to be appointed to the HRA

Minnesota Statutes section 469.003 concerns city housing and redevelopment authorities. That statute states, in part:

> Subd. 6. **Appointment; approval; term; vacancy.** *The commissioners shall be appointed by the mayor, with the approval of the governing body.* Those initially appointed shall be appointed for terms of one, two, three, four, and five years, respectively. Thereafter all commissioners shall be appointed for five-year terms. Each vacancy in an unexpired term shall be filled for the remainder of the term for which the original appointment was made. *Any member of the governing body of a city may be appointed and may serve as a commissioner of the authority for the city. The council of any city which appoints members of the city council as commissioners may set the terms of office of a commissioner to coincide with the commissioner's term of office as a council member.*

"Authority" in the above law means the HRA. Minn. Stat. § 469.002, subd. 2. "Governing body" means the City Council. *Id*. subd. 3, 4, 5. Per the above, the Mayor appoints HRA Commissioners and the City Council approves those appointments. The Mayor may appoint a Council member to serve as an HRA Commissioner. If this happens, the City Council may set the terms of office of the HRA Commissioner to coincide with the Commissioner's term of office as Council member.

Charter does not prohibit appointment

Chapter 2, Section 2.04 Boards of the City Charter discusses boards and commissions. The section begins by specifically stating that it does not apply to the HRA (among other bodies, i.e., Charter Commission, Port Authority, Sheldon Board). In other words, Section 2.04 applies to advisory boards but not the statutory authority boards as noted in my email below. Even so, Section 2.04 does not discuss Council members being on commissions and, thus, would not prohibit the appointment. Section 2.04 does state that the City Council may, by ordinance, establish or abolish any board or commission as it deems necessary for the operation of the City. The section further states that the powers, duties, and

responsibilities of boards or commissions (which, again, do not include the HRA) “shall be fully set forth in said ordinance.”

Code does not prohibit appointment

The ordinances to which the Charter refers are in Chapter 2 Administration of the City Code—Sections 2.08-2.14. Section 2.08 begins by discussing boards and commissions generally, while the remaining sections discuss specific boards or commissions. Section 2.08, Subd. 3 contains the language you cited. In particular:

> No appointed Board or Commission member shall be an employee of the City except those who are members by virtue of their office. Except as may be otherwise specifically provided by City Code, the City Charter, the Port Authority Enabling Resolution, or other law, no member of the Council shall serve on a Board or Commission.

We do not think these sentences apply to the HRA.

While the second sentence does state that no Council member may be on a commission, that statement is preceded by language that allows this in certain cases—“Except as may be otherwise specifically provided by . . . law, no member of the Council shall serve on a Board or Commission.” State law specifically provides otherwise because it allows the Mayor to appoint Council members to the HRA. Minn. Stat. § 469.003, subd. 6. Thus, the second sentence does not prohibit Council members from being appointed to the HRA.

Regarding the first sentence, we think that was meant to cover a typical employee, not a Council member. Otherwise, there would have been no need to have a separate second sentence specifically prohibiting Council members from being on commissions. As in, if the reference to “employee” in the first sentence was meant to prohibit a typical employee *and* a Council member from being on a commission, then there would have been no need for the second sentence to specifically call out Council members and say they cannot be on commissions. (Council members are considered employees in certain contexts and not others. For example, the City Council adopted a resolution years ago in which it concluded that Council member are not employees for purposes of the MN Government Data Practices Act.)

Lastly, as noted earlier, the Charter in Section 2.04 refers to ordinances (like Section 2.08 of the Code) setting forth the powers, duties, and responsibilities of commissions, and Section 2.04 does not apply to the HRA or other statutory authority boards/commissions. Because Section 2.04 of the Chater does not apply to the HRA, arguably the ordinances referred to in that section (including Section 2.08 of the Code) also do not apply to the HRA.

Bylaws and enabling documents do not prohibit appointment

The Bylaws and enabling documents you shared, and the attorney advice letter do not discuss Council members serving on the HRA and so also do not prohibit such an appointment.

Please let us know if you have any questions.

Thanks,

Squires Waldspurger & Mace, P.A.

Amy E. Mace

Shareholder Attorney
333 South Seventh Street, Suite 2800
Minneapolis, MN 55402
Office: (612) 436-4300
Fax: (612) 436-4340
www.raswlaw.com

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From: Hill, Melissa <melissa.hill@redwingmn.gov>
Sent: Friday, June 12, 2026 9:28 AM
To: Amy E. Mace <Amy.Mace@raswlaw.com>
Subject: RE: HRA appointment

Hi Amy,

Please see the attached HRA bylaws, HRA establishment documentation, and lastly, an attorney opinion on expanding the HRA board. This last attachment includes the enabling resolution. Let me know what else I can provide that would be helpful.

Thanks,

Melissa Hill | City Clerk
Administration
City of Red Wing | redwingmn.gov
315 W Fourth St. | Red Wing, MN 55066
Office: 651-385-3615 | Cell: 630-745-7600

2026 Rules and Policies for Boards, Commissions, and Committees

Section 1: Authority to Establish Boards, Commissions, and Committees

The City of Red Wing has a variety of bodies that provide important roles within local government. These bodies offer the opportunity for more people to participate in the democratic process and focus on areas important to them. The purpose of the boards, commissions, and committees is to advise the City Council on matters that fall within each group's area of concentration. The following is a list of all appointed bodies within the City of Red Wing government. An addendum to this document provides a summary of the similarities and differences between commissions and committees.

1. *State-Mandated Commission*. Minnesota law dictates that every city organized as a Home Rule City, such as Red Wing, must have a Charter Commission.
    - Charter Commission

2. *Advisory Commissions*. The City Council, through the Charter, has the authority to establish additional advisory commissions as it deems appropriate. Among other roles, these types of commissions advise the Council on specific issues, as requested by the Council. The following bodies are currently established:
    - Arts and Culture Commission
    - Human Rights Commission
    - Sister Cities Commission
    - Sustainability Commission

3. *Advisory Commissions with Additional Decision-Making Authority.* These bodies act as advisory commissions with at least one additional decision-making responsibility.
    - Advisory Planning Commission: This body is also the City's Board of Adjustment; it is the decision-making body on zoning variances requested by the public. The City Council is only involved in zoning variance decisions if a member of the public requests an appeal to the Council.

- Heritage Preservation Commission: This is the City's decision-making body on heritage preservation design reviews for locally designated historic properties. The City Council is only involved in these types of design review decisions if a member of the public requests an appeal to the Council.

4. *Boards of Authority*. The City's two authority boards were created by a City Council resolution. They have taxing authority and fall under the guidelines of the state's empowering statutes.

    - Housing and Redevelopment Authority Board (HRA)
    - Port Authority Board

    a. The HRA and Port Authority can set Rules of Order and Procedures that are different than the City Council. Members must approve their rules by a majority vote and keep those rules on file.

    b. The HRA and the Port Authority can receive funds on their own behalf without City Council approval.

5. *T. B. Sheldon Auditorium Board*. The City received the T. B. Sheldon Theatre as an estate gift, and the terms of the gift require the theater to have a board. This board was created through a City ordinance and is commonly referred to as the "Sheldon Board."

    a. The Sheldon Board can set Rules of Order and Procedures that are different than the City Council. Members must approve their rules by a majority vote and keep those rules on file.

    b. The Sheldon Board can receive funds on its own behalf without City Council approval.

6. *Library Board.* The Library Board governs the operations of the Library and, therefore, has more authority than other advisory boards and commissions.

    a. The Library Board may adopt library policies by resolution and has final authority in the library's material selection and programming.

    b. The Library Board may, with the consent of the Council, accept any gift, grant, or bequest made or offered for Library purposes.

    c. Additional details are outlined in the City's Charter.

7. *Advisory Committees*. These government bodies meet to recommend policy guidelines to the City Council and serve as a forum for resident input on subjects related to thecommittee's area of focus. However, advisory committees have less regulation, authority, and structure than boards and commissions.

    - Airport Advisory Committee
    - Harbor Advisory Committee

    a. These groups meet only as needed, generally once or twice per year.

    b. A City staff member schedules and convenes the meetings.

    c. Notices, minutes, and recordings are not done..

    d. City staff maintains a membership roster on the City's website.

8. Reassignment of Commissions and Committees

    a. The City Council may, by ordinance, downgrade a regular Advisory Commission (see Section 1, #2 above) to an Advisory Committee per Charter Section 2.04, which provides that the City Council may, by ordinance, abolish any commission as it deems necessary for the operation of the City. This is specific to Advisory Commissions that are not mandated by state statute.

    b. The City Council may by ordinance elevate an Advisory Committee (see Section 1, #7 above) to an Advisory Commission per Charter Section 2.04, which provides that the City Council may by ordinance establish any commission as it deems necessary for the operation of the City. There must be adequate staff capacity and a budget to support this change.

Section 2: Membership

1. Membership Composition: The number of members and the residency of members varies per governmental body. Details are listed below.

    a. *Advisory Planning Commission, Heritage Preservation Commission, Port Authority, and Sheldon Board.* There are seven members on each of these commissions, and all members must be City of Red Wing residents.

    b. *Arts and Culture Commission.* This body has a minimum of seven and a maximum of 11 members. Most must be residents of Red Wing; however, up to two members may be residents of Goodhue County or Pierce County.

c. *Charter Commission.* The Charter Commission consists of not less than seven and no more than 15 members. All must live within the city limits of Red Wing.

d. *Human Rights Commission, Sister Cities Commission, and Sustainability Commission*. The Sister Cities Commission has up to 15 members, the Sustainability Commission has seven members, and the Human Rights Commission has seven members. Members of these three commissions must live within the boundaries of the City of Red Wing or the broader boundaries of Independent School District 256. The number of members who live outside Red Wing's limits must not constitute a quorum or more.

e. *The Arts & Culture Commission, Human Rights Commission, Sister Cities Commission, and Sustainability Commission* may include one student voting member. Student voting members must be enrolled in ninth grade or higher. Student voting members must meet the same residency requirements applicable to voting members of the commission to which they are appointed.

f. *Library Board:* The Library Board has nine members. Most must be residents of the City of Red Wing, except one member may be a nonresident who lives in Goodhue County, if the county financially contributes to the Library.

g. *Housing and Redevelopment Authority (HRA):* The HRA Board has seven members and all must be residents of Red Wing. ~~The HRA also has a City Council Liaison assigned by the Council President.~~ One of the voting members is a City Council member, recommended by the Mayor and approved by a majority vote of the Council. The Council's member's term on the HRA coincides with their term of office on the Council.

h. *Airport Advisory Committee*: This committee consists of seven members. Four members must be residents of Red Wing. One member must be a resident of Goodhue County who is also either a taxpayer of Red Wing or a hangar lessee. Two members must be residents of Pierce County, with preference given to residents of Isabelle Township or Trenton Township.

i. *Harbor Advisory Committee*: This committee consists of seven members. Most members must be residents of the City of Red Wing, except one member may be a nonresident who owns real property in the city or has a slip at a City-owned marina.

2. Length of Residency

All applicants must have lived in the City of Red Wing for at least six months. If another county or area of residency is required or allowed, the applicant must have lived within those boundaries for at least six months.

3. Confirmation of Residency

    a. Administration staff will confirm the residency of each applicant through one of the following means:

        - Goodhue County Public Property Tax Records
        - Utility billing
        - State ID
        - Affidavit signed by a Red Wing resident that includes the address of the individual signing the affidavit, the applicant's address, and the affiant's sworn statement that the applicant has lived in Red Wing for at least six months.

    b. If City staff are unable to confirm an applicant's residency through these methods, staff may look at additional factors as noted in Chapter 2, Section 2.08, Subd. 4 of the City Code. That includes, but is not limited to, other evidence that demonstrates the individual lives within the city limits. The applicant has the burden to provide proof of residency to staff.

4. Advisory Members

    a. Boards or commissions may have adult and/or student advisory members. Advisory members will be appointed by the Mayor and confirmed by the City Council to serve terms consistent with the board or commission they are appointed to.

    b. Advisory student appointees will serve an annual term that begins June 1 and ends May 31.

    c. Advisory members are non-voting members, are not counted for purposes of a quorum, and may live outside the city limits.

5. Ex-Officio Member

    a. The Council Administrator serves as an ex-officio member on all boards, commissions, and authorities and, as such, is not counted for the purpose of determining a quorum and does not have the right to vote.

6. Membership Lists

    a. City Administration staff will maintain membership lists for all boards and commissions and make them available on the City's website. These lists will also contain appointment and reappointment dates, term expiration dates, and the appointing government body, if applicable.

Section 3: Simultaneous Membership

1. Board and commission members can only serve on a single board or commission at a time, with the exception of the Charter Commission. Charter Commission members can simultaneously serve on one additional City board or commission.

2. Advisory committee members may serve on one board or commission at the same time they serve on an advisory committee. This is because advisory committees have much less regulation, authority, and structure (see page 2 and addendum).

Section 4: Terms

1. Length of Terms: Most boards and commission terms are three years, expiring on December 31. Members can serve two consecutive terms. Exceptions to that rule are listed below.

    a. Charter Commission terms are four years, per state law. Members may serve up to two consecutive terms.

    b. Housing and Redevelopment Authority terms are five years, as established by state law. Members may serve up to two consecutive terms. The only exception is the term of the voting City Council member, whose HRA term coincides with their City Council term.

    c. Sheldon Board terms are five years, per city ordinance. Members may serve up to three consecutive terms.

    d. Advisory student appointee and student voting member terms are one year, from June 1 through May 31. Students may serve up to four consecutive terms. Both advisory (nonvoting) student members and student voting members must be enrolled in ninth grade or higher at the time of appointment.

2. Appointment to One's Own Term: If a person is appointed to their own term in the first half of the year (January 1 through June 30), that constitutes the first year of the member's first term. If a person is appointed to their own term in the second half of the year (July 1 through December 31), that constitutes a partial term, and the first year of their first full term starts January 1 of the upcoming year. The phrase "own term" means when a person is appointed to an open seat and is not finishing the unexpired term of a previous member.

3. Appointment to Fill Another Member's Vacancy: Sometimes a person is appointed to fill a previous member's unexpired term. This may happen, for example, when a member resigns or steps down early for any reason, is removed, or has their seat declared vacant due to a lack of residency. When this happens, if the new member is appointed in the first half of the unexpired term, that also constitutes the new member's first term. If the new member is appointed in the second half of the unexpired term, that term is considered a partial term. When that partial term is completed, the new member may be appointed to their own first term in the same manner as an initial appointment.

4. When a member has reached the maximum number of consecutive terms allowed, the member must come off the board or commission and not serve in any capacity on that body for at least 12 months. After 12 months, previous members can be appointed again to the same body and serve the permitted number of consecutive terms.

5. If a board or commission member chooses to serve on a different board or commission at the completion of their term, there is no waiting period.

6. Individuals can hold the position of Chair or Vice Chair for a maximum of two consecutive years. After a one-year hiatus, a person may hold either position again for a maximum of two consecutive years.

Section 5: Member Applications and Appointments

1. Applications
    a. Persons interested in serving on a board, commission, or committee must complete an application. Digital applications and printable applications are available on the City's website at www.redwingmn.gov. Digital applications can be submitted online. Completed paper applications can be mailed or delivered to City Hall. Hard copies can be made available upon request.

    b. Applications will be forwarded to the Mayor or responsible party for consideration and will be kept on file for one year. After one year, interested applicants must reapply.

2. Appointments
    a. Per City Charter, the Mayor recommends people to be appointed to boards and commissions. The City Council then approves or denies those recommendations, based on a majority vote.

    b. Exceptions to this rule are the Charter Commission and the Port Authority

i. Charter Commission: Per Minnesota Statute Section 410.05, Subdivision 3, the City Council can recommend to the Chief Judge of the First Judicial District the appointment of up to seven members, and the Charter Commission can recommend to the judge the appointment of up to eight members.

ii. Port Authority: Per Minnesota Statutes, Section 469.050, subd. 3 and subd. 4, and the Port Authority Enabling Resolution, five members are residents recommended by the Mayor and approved or denied by the City Council. Two members are City Council members who are appointed by City Council resolution.

c. It is recommended that the Mayor contact each individual who applies for a board or commission.

d. When a member completes their first term and would like to continue with a second term, that member may be appointed in the same manner as the initial appointment.

e. If a board or commission member is seeking reappointment but will not be recommended by the Mayor for a second term, the Mayor must either notify that person or direct City staff to notify the person.

Section 6: Subcommittees of a Board or Commission

1. Any board or commission may form subcommittees that can meet outside of regular meetings, as long as the subcommittees are less than a quorum of members.

2. Subcommittees have a limited scope of study and cannot make decisions on behalf of the board or commission.

3. Subcommittees can meet and communicate freely. Subcommittees do not need to notice their meetings, record their meetings, or keep minutes.

4. Subcommittees will provide verbal reports on their activities during the next regular board or commission meeting.

5. Subcommittees may include community members who are not members of the board or commission.

6. Staff liaisons may schedule, attend, or follow up on subcommittee meetings, but they are not required or expected to. The involvement of staff liaisons in subcommittee work is based on the specific board/commission's practices and situation. Staff liaisons and/or their supervisors, not the body, make decisions regarding involvement with subcommittees.

Section 7: Board and Commission Orientation and Training

1. In the first month of appointment, new members will receive the following:

    - Orientation Materials
    - Current Roster of Members
    - Rules & Policies for Boards, Commissions, and Committees
    - Oath of Office

2. At the beginning of their term, board and commission members must sign an Oath of Office. A staff member will coordinate a time for the new member to meet with the Mayor to administer the oath. The member will be asked whether they would like to be sworn in and introduced at the next scheduled Council meeting during the "Proclamations and Recognitions" section of the agenda. If they decline, the oath will be administered at their next board or commission meeting, or at City Hall at an agreed upon time. In the Mayor's absence, a Council member may administer the oath. In the Mayor's and Council member's absence, a City staff member who is a notary public may swear in members. Certificates, once signed, will be filed with the City Clerk.

3. Each year, the City will provide board and commission training for all members on pertinent public laws and/or policies, procedures, or issues, and will determine the training content, format, and schedule.

Section 8: Annual Organizational Work

1. At the first regular meeting each year, every board and commission will do the following:

    a. *Swear In New and Renewing Members*. This applies to any new or renewing member who has not been sworn in before this meeting.

    b. *Elect a Chairperson and Vice Chairperson*. Individuals can hold the position of Chair or Vice Chair for a maximum of two consecutive years. Boards and commissions may also choose to elect or appoint additional positions, such as a pro tem, secretary, or subcommittee chair.

    c. *Review the Annual Budget*, if applicable.

2. After the City Council adopts its Rules and Policies for Boards, Commissions, and Committees, each board/commission will review and follow them. No vote is necessary.

    a. Boards and commissions may make modifications to the Order of Business and the Public Comment sections by a majority vote of the board/commission members. Council must approve the changes before they can be implemented.

b. The Library Board and Sheldon Board can make modifications to additional areas of the document with a majority vote of their board members and do not need Council approval.

Section 9: Order of Business

1. The order of business for all regular board/commission meetings shall be as follows, unless the Council directs otherwise:

    a. Call to Order
    b. Roll Call
    c. Pledge of Allegiance (optional)
    d. Statement of Intent (optional)
    e. Mission Statement (optional)
    f. Approval of Agenda
    g. Approval of Minutes of Preceding Meetings/Workshops
    h. Public Comment
    i. Motions and General Business
    j. Communication Items (optional)
    k. Adjournment

2. Four items in the Rules of Order are optional, and each board or commission has the choice to include or not include those in their Order of Business for the year. Related to the Statement of Intent and the Mission Statement, members can choose to include one or both as a written part of the agenda and/or as a statement read by the Board Chair or the entire commission, or decline any inclusion.

3. Boards and commissions may choose whether a member of the public is allowed one or two times to speak. If they choose to allow the public two times to speak, each person is given one time to speak on any non-agenda items, and one time to speak on any agenda items. The time limit is three minutes each. Board/commission members may also choose to change the total number of minutes allowed during their Public Comment period.

4. Comments from the staff liaison may be included as distinct agenda items listed under “Communication Items,” if desired.

Section 10: Rules of Parliamentary Procedure

1. The rules of parliamentary procedure comprised in the newest revision of Robert's Rules of Order shall govern the board/commission in all cases in which they are applicable, and to the extent they are not inconsistent with these rules, the Charter, the ordinances of the City, or the laws of the State of Minnesota.

2. The staff liaison or his/her designee shall function as Parliamentarian to advise the presiding officer on matters of Parliamentary law.

3. The Chair, Vice Chair, and staff shall occupy their respective seats in the Chambers while the board/commission is in session.

4. The Chair, or in his/her absence, the Vice Chair, shall call the meeting to order at the noticed meeting time. In the case of the absence of the Chair and Vice Chair, the Pro Tem (if there is one) or the member with the most tenure in office shall do the same. The names of those present, absent, and excused shall be recorded, as well as arrival and departuretimes for the members arriving late or leaving early.

5. The board/commission presiding officer may debate from the chair and shall not be deprived of any rights or privileges of a board/commission member by reason of acting as presiding officer.

6. The Council Administrator's ex-officio, non-voting membership on all boards and commissions shall not count for purposes of determining a quorum, majority, or exceptional majority vote requirements.

Section 11: Public Comment

1. Public comment and active involvement of residents in government is encouraged through in-person communication, phone, and email. The board/commission will dedicate time during each regular meeting to hear from people. (For public hearings, see Section 11, #2 below).

    a. The Public Comment period will take place near the beginning of the meeting for people to speak on agenda items and non-agenda items.

    b. Each person from the public is allowed one time of up to three minutes to speak on any non-agenda items, and one time of up to three minutes to speak on any agenda items. Non-agenda items will come first; agenda items will follow.

    c. A person may not give either of their three-minute allotments of time to another person.

    d. Every person desiring to speak shall first be recognized by the Chair. No one is allowed to make comments from the audience when the person making comments has not been recognized by the Chair. The Chair shall preserve order and decorum and decide all questions of order, subject to appeal to the board/commission.

e. Speakers may not make allegations, charges, or complaints against any City employee or community member. If a person wishes to make an allegation or to file a charge or complaint against an employee, the person should do so with the Council Administrator in writing or in a private meeting, or with the individual designated in City policy to receive the allegation, charge, or complaint. Speakers may not make comments or gestures that are threatening, profane, lewd, vulgar, obscene, harassing, or abusive.

f. No person shall be allowed to delay or interrupt the proceedings or refuse to obey the orders and rules of the board/commission.

g. Speakers may not campaign for or against a political candidate during any part of their public comments.

h. When a special meeting is scheduled, the Chair will decide whether public comment will be added to the agenda.

i. For details on public comment during workshops, see Section 17 of this document.

2. The public comment practices outlined in Section 11 (#1) above do not apply to public hearings. Boards and commissions that hold public hearings will use the protocol specific to public hearings.

Section 12: Rules of Voting

1. The Chair shall open each agenda item with a brief summary of the issue. A presentation by the appropriate source, such as the staff liaison, may be made if requested by the Chair and/or members of the body. The board/commission may discuss or debate the issue prior to a motion being made.

2. Once a motion is made, a second is necessary before additional discussion.

3. The Chair will ask for action once the discussion of the motion is over. A simple majority is necessary for the approval of regular business items.

4. During discussion, a board/commission member may “call the question” (which means calling a vote to cease debate and proceed to vote on the main motion). If a board/commission member calls the question, a vote will occur on that question. A two-thirds (2/3) vote of support is required to end the debate.

5. A vote on all matters, with the exception of resolutions, shall be taken by asking members in favor to say “aye” and asking if any members are opposed. If there is a question on the number of “aye” votes, any member (typically the Chair) may ask for a roll call vote.

6. A member may be excused from voting for special reasons (such as a conflict of interest as defined by state law), which must be recorded in the minutes.

7. When a board/commission member votes “present,” the member is presumed to be abstaining, and the vote will be recorded as such. A “present” vote will not be counted when determining a majority vote.

8. After the decision on any question, any member who voted with the prevailing side may move to reconsider any action at the same meeting. At a subsequent meeting, any member may seek to have a motion to renew added to the agenda. If the motion to renew is added to the agenda, the vote on the motion to renew can take place at that same meeting.

9. Except in an emergency or other unusual circumstance where immediate action is in the best interests of the City, the board/commission shall not take action on a request for funding that has not been included in the published agenda. The funding request shall be placed on a subsequent agenda for board/commission consideration.

10. For the purposes of a break during the meeting, the Chair may recess the board/commission without a motion at any time he/she deems appropriate and shall state the time at which the meeting will resume. If the Chair decides to recess the meeting until another date, the Chair shall state the time and place at which the meeting will resume and the reason for the recess.

11. Boards and commissions shall take action by resolution if required by law, agencies of the state, and/or organizational bylaws. The vote on all resolutions shall be by roll call.

Section 13: Meeting Materials

1. The board/commission chair and staff liaison will establish the board/commission agenda.

2. The board/commission will not amend the agenda once the agenda is approved by a majority vote at the meeting. However, the board/commission Chair may vary the order of business or business items to facilitate special orders or the efficient use of meeting time.

3. The staff liaison shall include all appropriate materials in the meeting packet according to the order of business on the agenda. All reports, communications, resolutions, or other materials to come before the board/commission shall be provided to the staff liaison at least five business days prior to each regular meeting.

4. At least 72 hours prior to the meeting, the staff liaison shall furnish a copy of the regular meeting agenda and all supporting materials to each board/commission member electronically (or if requested, in paper form). Failure to accomplish any of these tasks shall not invalidate the meeting.

5. The staff liaison shall have a paper copy of the agenda and supporting materials and make them available for public inspection. All items required to be posted for public notice shall be done on a notice board located in City Hall.

6. Board and commission members may be issued electronic devices for agenda preparation/distribution efficiency. It will be up to the City to determine which boards and commissions are issued devices. Distribution will depend on the size of the agenda and materials, the frequency of meetings, and the budget.

Section 14: Quorum

1. A quorum of voting members (a majority) must be present to hold a regular or special meeting. If a quorum of members is not present at the designated start time, the chair will cancel the meeting.

    a. Staff liaisons may choose to email members in advance to see if a quorum will be available on the scheduled meeting date. If it is clear that a quorum will not be in attendance on that date, the meeting may be canceled ahead of time.

2. Workshops do not require a quorum of members.

Section 15: Time Limits, Attendance, and Absences

1. All meetings and workshops of boards, commissions, and committees should be kept to a maximum of two hours. This is to respect the members' time commitment. Members are expected to be on time and stay for the duration of the meeting, as long as that falls within the two-hour limit.

2. Board and commission members are expected to attend the majority of regular and special meetings and workshops. However, it is understood that unavoidable conflicts occur, especially with boards and commissions that are very active and/or have a significant workload, which may require special meetings.

3. Members are expected to prioritize workshops just as they do regular and special meetings. Workshops are important because members learn information and engage in discussions that usually impact the decisions made at meetings.

4. Board and commission members who have unavoidable absences should contact the staff liaison to request an excused absence. Excused absences will be granted to all members who contact the staff liaison before the meeting.

5. The staff liaison will keep an attendance roster and monitor absences. The staff liaison will contact members who miss three consecutive unexcused meetings and/or miss 50% of regularly scheduled meetings and workshops in a 12-month period (whether those absences are excused or not).

6. If attendance issues persist, a board or commission member may be removed by a two-thirds vote of the City Council.

Section 16: Locations for Meetings and Events

1. All regular and special board and commission meetings will take place in the City Council Chambers.

2. Boards and commissions may use City facilities for educational purposes at no cost. To do so, the board or commission should reserve the facility through their staff liaison. A board or commission may reserve City facilities for advocacy purposes only upon prior City Council approval.

Section 17: Notices, Minutes & Recordings

1. Notices, Minutes, and Accessibility

    a. All meetings and workshops must allow access to the public, either virtually or in person.

    b. Notice of all meetings and workshops must be posted 72 hours in advance of the meeting.

    c. Minutes of each meeting and workshop must be prepared and made available to the public.

2. Recordings

    a. All regular and special board and commission meetings will be video recorded. The meetings will be broadcast live on Channel 6 (the local government access channel) and streamed live on the City's website. Recordings of past meetings will also be rebroadcast on Channel 6 and may be viewed on the City's website.

b. Board and commission meeting recordings are available for two years. City Council meeting recordings are available for five years.

c. All board and commission workshops will be audio recorded and made available to the public.

d. If a board or commission meeting in which action is to be taken is moved off-site, the meeting shall be audio recorded, unless approved by the City Council or if it is physically impossible or impractical to do so.

Section 18: Workshops

1. Boards and commissions may meet in a workshop session as an alternative to a regular or special meeting when no action is requested.

2. Voting cannot take place at workshops. In all cases, topics discussed at workshops will advance to a formal board/commission meeting if action is being considered.

3. The workshop format is generally more informal. Workshops can be held at alternate sites. All workshops will be audio-recorded, and recordings will be made available to the public. Minutes will also be kept and made available to the public.

4. Workshops require public notice and are open to the public.

5. Public comments will not be heard at workshops. Instead, the public is encouraged to attend or listen to the workshop audio online and make comments to the board/commission via email, phone call, a mailed letter, an in-person meeting, or by attending a board/commission meeting and speaking during that public comment period.

6. Public comments may be allowed at a specific board/commission workshop at the direction of the Chair.

7. If a public comment period is held at a workshop, it will be taken at the end, and all comments must be pertinent to the workshop topics.

Section 19: Planning

1. In the first quarter of the year, each board and commission will update their revolving five-year work plan and highlight their upcoming year's priorities. These highlighted items will act as the board or commission's annual work plan.

2. In the first quarter of the year, members will also discuss any anticipated funding desired for the following year. Educational opportunities such as conferences, programs, or training are permissible budget items. After a majority of members adopt the five-year plan, the staff liaison will forward those budget requests to the appropriate staff member for consideration in the City Council's next annual budget.

Section 20: Communication Outside of Meetings and Workshops

1. All boards and commissions will follow the Open Meeting Law related to communication outside of meetings and workshops.

2. Red Wing's advisory committees are not subject to the state's Open Meeting Law because these bodies cannot make decisions on behalf of the City or City Council, and the meetings do not consist of a quorum or more of elected leaders.

3. Below are requirements for Red Wing's boards and commissions.

    a. *Gatherings*: Most gatherings of board or commission members outside of a meeting or workshop must be less than a quorum unless noticed accordingly. However, chance gatherings and social gatherings are permitted. Please note that even at a chance or social gathering, though, a quorum of members may not discuss or receive information on official board or commission business.

    b. *Serial Communications*: Serial communications are prohibited. Serial communications are defined as communication between members that initially goes to less than a quorum of members, but when all participants of that communication are considered, it has reached a majority. Examples are an email conversation that eventually spreads to a quorum of members, or a verbal conversation that travels from one member to another member to another until that conversation reaches more than a quorum.

    c. *All-Email Communications:* A voting board or commission member may not send emails or other communication to all of the other members. The only person who can email an entire board or commission is the staff liaison. This is to ensure that members, either advertently or inadvertently, are not discussing or making decisions in private instead of in front of the public. When a member wants to communicate with all other members, the person should email the staff liaison, who can then email the entire body, at regular periods between meetings (for example, once a week, when necessary).

Section 21: Virtual Meetings and Attendance

1. Boards and commissions must abide by the Open Meeting Law related to virtual meetings, just as the City Council does.

2. Members are expected to attend meetings in person regularly. However, if attendance is impractical due to circumstances, members can attend virtually. Virtual attendance will follow all state laws as outlined in Minnesota Statutes 13D.02 and 13D.01.

3. Members who wish to participate virtually in meetings should consult with their staff liaison at least 24 hours before a meeting, whenever possible.

Section 22: Gifts and Payments for Services

1. Gifts
    a. Members should not accept gifts from the public, with the exception of the Sister Cities Commission. The Sister Cities Commission and its members can accept gifts from Red Wing's sister cities or their delegates.

2. Payment for Services
    a. Advisory board and commission members will receive no compensation for service to the City.

    b. Authority boards can determine compensation without City Council authorization. Port Authority members and HRA members are paid a set amount for every meeting they attend. This amount is set by state statute.

Section 23: Role of the Staff Liaison

1. The Council Administrator appoints a staff liaison to each board and commission.

    a. Some staff liaison jobs are tied to and within the scope of a City staff position. In these cases, the liaison duties are part of that staff member's job description. For example, the Library Director serves as the staff liaison to the Library Board, and the HRA Director serves as the staff liaison to the HRA.

    b. Other staff liaisons take on a board or commission as an extra duty outside of their regular job responsibilities. In these cases, the staff liaisons are expected to spend 10 hours per month on board and commission duties. These liaisons will be paid an annual amount, as agreed upon in the annual budget, and payments will be distributed monthly. Board and commission members should be mindful of this 10-hour per month time constraint and utilize staff liaison time accordingly.

2. Each staff liaison will be provided with a job description. The general duties and guidelines of a staff liaison are listed below.

    a. Attend all of the assigned board or commission meetings. If that is not possible on occasion, the liaison must find a staff replacement to attend the meeting.

    b. Provide notes to the assigned minute-taker so minutes may be kept. This includes a record of attendance, time of the meeting, vote tallies, budget items, areas for follow-up, and other important information, as needed.

    c. File approved minutes electronically in Laserfiche.

    d. Work with the chair of the board or commission to create the agenda for the monthly meeting and/or workshop.

    e. Distribute the agenda and minutes at least three days (72 hours) prior to the board or commission meeting.

    f. Provide support and information to the body but do not participate in the debate of issues or vote on any issues.

        i. When the staff liaison position is tied to a specific City staff position, such as the Advisory Planning Commission, Heritage Preservation Commission, Library Board, HRA, Sheldon, and others, the staff liaison may share insights and/or recommendations with members, based on that position's expertise and knowledge.

    g. Communicate the board/commission's important activities, topics, and/or policy items to the City Council. This can happen in writing via the Council Status Report or verbally in a short presentation to the Council.

    h. Get the board or commission's action item(s) to the City Clerk, who will put the item on the draft agenda list. The Council Administrator will decide if and when the action item will go on a City Council agenda. The staff liaison will also communicate back to the members the status of the action item.

    i. Write City Council staff reports related to the commission's action items that come before the Council.

    j. Process all financial transactions, including reimbursements and payment authorizations.

i. The staff liaison is authorized to make payments for goods and services delivered or performed, following a majority vote of the board/commission.

   A regular report on fiscal status, if appropriate, will be made to the board/ commission.

k. Inform the Administration staff of all regular meetings, special meetings, and workshops. Every effort will be made not to schedule meetings that conflict with other City meetings or other board and commission meetings.

l. Work with the Administration staff to ensure that all meeting notices are posted and distributed a minimum of 72 hours before the start of the meeting.

m. Ensure the City website has the most updated information related to the membership roster, and other information as needed.

3. All work projects anticipated by the board or commission must be approved by the staff liaison's supervisor.

Section 24: Providing Education

1. Each board and commission may educate the public on issues that fall within their mission statement.

2. Boards and commissions may use City funds for the purpose of educating the public, if funds are available in the board or commission's budget.

3. When educating the public, boards and commissions must present the information as a neutral educator and refrain from endorsing or promoting a certain viewpoint.

4. Boards and commissions cannot use City funds to advocate a position on any issue without City Council approval.

Section 25: Use of City Media and Logos

1. City Website and Channel 6: The staff liaison must contact the City's Communication Coordinator to add anything to the website or Channel 6 programming. The Communication Coordinator will ensure the format complies with City rules and guidelines.

2. Printed Materials: The staff liaison will share all printed materials with the Communication Coordinator before distributing to the public to ensure the format complies with City rules and guidelines.

3. City Logos: Boards and Commissions may not create or use unique logos without obtaining a majority vote of the board or commission and authorization from the City Council. When planning a logo, the staff liaison must consult with the Communications Coordinator to ensure compliance with City logo requirements.

4. City Social Media Accounts: Most boards and commissions are not allowed to create social media accounts.

    a. If a board or commission wishes to share information publicly on a social media site, the staff liaison will contact the City's Communication Coordinator to share information on the City's social media platforms.
    b. Exceptions: The Sister Cities staff liaison maintains a Sister Cities social media site, and City staff of the Public Library and Sheldon Theatre also maintain their own social media accounts, which the pertinent boards can utilize through their staff liaisons.

Section 26: Code of Conduct

Board and commission members shall respect and follow the Code of Conduct, Section 2.15 of the City Code.

Section 27: Private Use of Social Media

The City of Red Wing respects the rights of its board and commission members to use, post on, publish, and maintain personal websites, blogs, and social media websites and accounts. The City also expects members to adhere to the following guidelines:

1. Board, commission, and committee members should act sensibly regarding the content and comments they post, publish, disclose, or share on websites, the internet, and social media, especially when they reference or relate to the City or its employees, operations, or property.

2. Members are personally responsible for the content they publish in a personal capacity on the internet or any form of social media platform. Members are strongly discouraged from identifying their role or affiliation with the City when responding to or commenting on websites, blogs, or social media posts with their personal opinions or views.

3. When a member's online or social media posts, comments, content, or profile identifies them as a City volunteer, or a person could reasonably expect that someone can identify them as a City volunteer, the member is strongly encouraged to do the following:

    a. Clearly state that they are not speaking for or on behalf of the City of Red Wing, are not authorized to do so, and that the views expressed are their own.

b. Refrain from publishing material or comments as a board or commission member that are false, misleading, harassing in nature, or may cause injury to another person, organization, association, or the City's reputation.

Section 28: Legal Counsel

1. The City Attorney will be the legal counsel to each board and commission unless specifically authorized by the City Council to seek outside legal aid.

2. Per state statute, the Charter Commission can elect to spend up to the greater of .07 percent of the City's current certified general property tax levy, or the Charter Commission can elect to spend up to the limits stated in state statute to employ an attorney and other personnel to assist in amending or revising the City Charter.

3. The HRA, Port Authority, and Sheldon Board can elect to have a separate attorney.

---end---

CITY COUNCIL MEETING STAFF REPORT

To: City Council Members and Mayor
From: Jerry Plein, Deputy Director of Public Services
Meeting Date: July 13, 2026
Agenda Item Number: 9.C.

Title and Purpose

Actions Related to Private Use of Public Property (PUPP) Construction Application for Jordan Tower I Renovation Project.
The Red Wing Housing and Redevelopment Authority (HRA) received funding to replace all domestic water piping within Jordan Tower I. To accommodate the construction, the apartment parking lot will be closed for the duration of the project, leaving residents without access to on-site parking. The HRA is requesting the use of 18 parking spaces in the Fourth Street Parking Ramp from September 21, 2026, through March 31, 2027, and that the estimated parking permit fees of $6,300 is waived.

1. Direct Staff as to How to Proceed with Request to Waive Parking Permit Costs Associated with Jordan Tower I Renovation Project PUPP.
2. Consider Motion to Approve Private Use of Public Property (PUPP) Construction Application for Jordan Tower I Renovation Project.

Attachments

1. PUPP Application - Jordan Tower Renovation Project

Background

The Red Wing Housing and Redevelopment Authority (HRA) received funding to replace all domestic water piping within Jordan Tower I. To accommodate the construction, the apartment parking lot will be closed for the duration of the project, leaving residents without access to on-site parking.

During a previous Jordan Tower renovation project, the City allowed affected residents to park in the Fourth Street Parking Ramp at no cost. Temporary parking permits were issued by City staff and shared with the Police Department and Parking Enforcement to ensure residents could park in the ramp throughout the construction period. This project took place prior to the adoption of the parking study, parking policy and fee schedule that incorporated parking fees for overnight parking.

The HRA is requesting a similar arrangement for this project.

Discussion

The lot being used for contractor staging has assigned parking for 18 residents in Jordan I. Any additional residents of Jordan I seeking parking utilize either one of the 9 spaces the HRA currently has under lease in the 4th Street Ramp, on-street parking or other available public parking spaces. The existing lease of 9 spaces is set to expire on September 12th of 2026. Jordan II has a similar onsite parking system but should be unaffected by this construction project.

To accommodate the parking lot closure, the HRA is requesting the use of 18 parking spaces in addition to the currently leased 9 spaces in the Fourth Street Parking Ramp from **September 21, 2026, through March 31, 2027**. Temporary parking permits would be issued to eligible residents for display in their vehicles during the project.

The estimated cost of the parking permits is $6,300 based on the current monthly parking permit rate. Because the request involves waiving these fees, staff is requesting Council direction on whether the parking permit costs should be waived. If approved, staff will coordinate permit issuance and provide the necessary information to the Police Department and Parking Enforcement.

Financial Plan and Impact

If the parking permit fees are waived, the estimated revenue reduction to the City is $6,300. Currently the residents who reserve parking stalls at Jordan Tower 1 pay the HRA $10/month. This could be applied towards the parking ramp fee as well if council wishes to.

Alternatives

1. Approve the PUPP application but require the HRA to pay the applicable parking permit fees, with or without the $10 monthly fee already assessed.
2. Approve the PUPP application and waive the parking permit fees.
3. Deny the PUPP application.

Recommended Action

1. Direct Staff as to How to Proceed with Request to Waive Parking Permit Costs Associated with Jordan Tower I Renovation Project PUPP.
2. Consider Motion to Approve Private Use of Public Property (PUPP) Construction Application for Jordan Tower I Renovation Project.

City of Red Wing - Application for Private Use of Public Property

A Private Use of Public Property (PUPP) Permit is required for community and public events held on City property. This includes activities such as large gatherings, events with amplified sound, walks, races or parades, stage or tent installation, and construction projects.

Is this application for a construction project or an event?	Construction Project

Please complete the application for private use of public property with as much detail and as soon as possible.

Please keep in mind that City staff will need time to consider your application and to complete their comments. In some instances, applications need to be approved by the City Council as well as City staff. Therefore, your application needs to be returned to the City at least 30 days prior to your project.

If you have any questions concerning your application, please feel free to contact Public Works at 651-385-3674 (7 a.m. to 3 p.m., Monday-Friday)

Name	Jennifer Jacobson
Agency	Red Wing HRA
Address	428 West 5th Street
City	Red Wing
State	MN
Zip	55066
Work Phone	6513017024
Home Phone	6513017024
Name of Project	Jordan Tower I Renovation Project
Date of Project Start	09/21/2026
Date of Project End	03/31/2027

Please provide a detailed description of what your project entails	The HRA received funding to replace all of the piping in Jordan Tower I. For this project, we will need to close our parking lot for construction purposes. When the HRA had a project like this in the past and needed to close the parking lot, staff reached out to the city to ask that residents with parking spots in our lot be allowed to park in the parking ramp for free. Staff would issue a temporary pass for them to place in their window so enforcement would know they were allowed to park in the ramp for the duration of the project. Staff would share the passes and other information with the police and city staff. If there were a different way for city staff to handle the permits, we are willing to do whatever way is easiest. We are requesting the use of 18 spots in the Fourth Street ramp.
Please list the public facilities, parks, streets, or public property you are requesting use of for this project:	The fourth street parking ramp.

What are the general liability insurance coverage limits of the applicant?

Per Occurrence:	$5,000,000.00
General Aggregate	$5,000,000.00

Who is the insurance agent for the applicant?

Insurance Agent Name	HAI Insurance Group- Housing Insurance Services
Insurance Agent Address	189 Commerce Court; PO Box 189; Cheshire, CT 06410
Insurance Agent Phone	800-873-0242
Applicant Signature	Jennifer Jacobson
Upload a copy of your general liability insurance	Acord 25 MHFA 2026.pdf

Are you requesting any street closures?	No
Are you requesting use of any parking stalls?	Yes
Please list how many parking stalls will be used, the reason for the use of the parking stalls, the location of the parking stalls to be used and the timeframe of the use of the parking stalls.	We are requesting the use of 18 spots in the Fourth Street ramp..
Are you requesting closure/partial closure of any sidewalks?	No
Are you requesting no parking prior to and/or during your project?	No

Cones and barricades are necessary for most major events. They are available for rental from the Public Works

Department. Event organizers are reminded that if you are renting signs/barricades from the City, you are responsible for picking up, setting up, taking down, and returning all signs and barricades necessary for your event. Police Department staff will review the placement to ensure safety and enforceability.

The City has established a PUPP Fee Schedule to recover costs incurred by the City for event operations. Charges include City material costs, equipment, and City labor charges. The PUPP applicant is responsible for all costs related to the event. View the PUPP Fee Schedule.

Will barricades be rented from the City, or will you be providing your own or securing them through another provider?	Provide Own/Other Provider
Please list the company you are acquiring the signs from and the number of type of signs you plan to use	We will not need to use any cones or barricades.

PUPP Overview of Requests

Insurance Submitted	Yes
Electrical Needs	No
Water Service Needed	No
Portable Toilets	No
Requesting Refuse and/or Recycling Collection	No
Picnic Tables	No
Requesting Street Closures	No
Requesting No Parking	Yes
List of Requested Streets and Times of No Parking	18 SPOTS IN THE FOURTH STREET PARKING RAMP-STATE THEY WILL PROVIDE THEIR OWN CONES/BARRICADES

If Renting signs/barricades from the City, you are responsible for picking them up from Public Works, set up, take down, and returning all signs and barricades back to Public Works. Signs and barricades can be picked up the day before your event at Public Works.

Tent Use	No
Food Trucks	No

Public Works Streets Approval Form

06/24/2026 10:28 AM (CDT)

Submitted by Jerry Plein (jerry.plein@redwingmn.gov)

Public Works costs associated with the event:	Public works does not have the authority to waive parking permit fees so this is a temporary approval so other departments can give their perspective.
Recommendation	Approve
Please list any conditions associated with approval or reasons for staff denial:	This request should go before the city council for approval

Police Department Approval Form

06/24/2026 10:37 AM (CDT)

Submitted by Brian Metling (brian.metling@redwingmn.gov)

Police Department costs associated with the event:	THE PD CAN'T GIVE APPROVAL TO WAIVE PARKING FEES/PERMITS FOR THE WEST 4TH STREET RAMP. THIS REQUEST SHOULD GO BEFORE THE CITY COUNCIL FOR REVIEW.
Recommendation	Approve
Please list any conditions associated with approval or reasons for staff denial:	SHOULD GO BEFORE CITY COUNCIL FOR APPROVAL.

Fire Department Approval Form

06/25/2026 11:27 AM (CDT)

Submitted by Andy Speltz (andy.speltz@redwingmn.gov)

Fire Department costs associated with the event:	None
Recommendation	Approve
Please list any conditions associated with approval or reasons for staff denial:	No concerns.

Engineering Department Approval Form

06/25/2026 12:10 PM (CDT)

Submitted by Zach Regnier (zach.regnier@redwingmn.gov)

Recommendation	Approve

Public Works Building & Grounds Approval Form

06/25/2026 12:28 PM (CDT)

Submitted by Patrick Ramaker (patrick.ramaker@redwingmn.gov)

Public Works Building & Grounds costs associated with the event:	The cost should be the cost for the number of permits request for the duration requested.
Recommendation	Deny
Please list any conditions associated with approval or reasons for staff denial:	Parking permits issued by the City of Red Wing are administered as a regulated public program designed to ensure fairness, consistency, and appropriate management of limited parking resources. Permits are not provided at no cost to individuals, and extending complimentary permits to a specific local group would create an inconsistency in application of established policy. Providing free permits to one organization would establish preferential treatment that is not currently available to the general public or other user groups. This would undermine the City's commitment to equitable access and could create precedent requests from other organizations seeking similar exemptions, which would ultimately complicate administration and reduce transparency in the permitting program. For these reasons, Buildings and Grounds would not approve the issuance of parking permits at no cost under current administrative authority. However, the applicant retains the option to formally request consideration of a fee waiver or subsidy through the City Council, which holds the authority to evaluate and approve exceptions to established fee structures as part of its policy and budget oversight role.

TO: Red Wing Port Authority Board

FROM: Kyle Klatt, Director

Agenda Item No.: 9.A. Community Development Director's Report

Meeting Date: July 7,2026

Red Wing Port Authority's Mission Statement

The Red Wing Port Authority is the primary leader for promoting economic and industrial development, together with identifying and coordinating redevelopment for the purpose of enhancing the tax base, promoting employment and contributing to the economic vitality and quality of life of the City of Red Wing.

Fleischmann Maltery Redevelopment

The City Council approved the TIF Assistance Agreement with the developer at its June 22, 2026 meeting. The agreement was discussed at a workshop session earlier that evening with members of the Port Authority. Staff also recently met with representatives from the DEED redevelopment office to discuss the timing for demolition activity and compliance with the timing requirements of the DEED grant. The developer has provided an updated schedule for demolition work to proceed, which is partially based on execution of the TIF agreement the week of July 6th. The City will not receive any further extensions from DEED and the developer intends to commence initial demolition work by the end of the month.

Central Research Property Update

All demolition materials and equipment have been removed from the site and as of July 1st the site has been graded, leveled, and seeded. Staff conducted an inspection on Tuesday of this week as the final top soil was being distributed on the site and did not identify any areas of concern. The work has been completed ahead of schedule and with very few issues. The third and final pay request from the contractor has been submitted and staff will be submitting requests for reimbursement through the DEED demolition loan program later this month. Staff will also be working with MnDOT later this summer to replat the western property boundary of the site along Highway 19. Additionally, the City Council and Port Authority are expected to have further conversations about the site upon the completion of the City's Land Feasibility Analysis.

Jefferson School Property Update

The City Council approved an ordinance rezoning the former Jefferson School site to the RM-3 Multi-family Residential zoning district at its June 22, 2026 meeting. As part of its decision,

the City Council provided further direction to the Port Authority concerning its expectations for further guidelines on the future use of the site, including the maximum density and height expected for redevelopment proposals. The City Council also requested that any request for proposals include language that requires the retention of a playground and/or open space on the site. The Port Authority will be discussing a draft RFP document at its July 7th meeting.

Dredging Update:
Staff was notified by CD Terminal that they are having issues pushing barges up to our Little River Bulkhead due to low water and sediment conditions. A survey was done and it appears at this time that removing 1,300 cubic yards will be necessary sometime this summer or fall.

Office of Energy Transition Grant Project Update
The City Council received a preliminary report on the long-range financial analysis at its June 1, 2026 workshop meeting. Staff continues to work with NEOO Partners on the land feasibility analysis, which is now moving into the market analysis and potential development scenario phase of the project.

Lennar Meeting
Staff and others from the City and Chamber of Commerce recently met with representatives of Lennar Corporation to discuss Red Wing's housing needs and opportunities for development of new housing in Red Wing. Lennar has traditionally focused its development efforts within larger metropolitan areas but has been looking into opportunities in smaller communities like Red Wing.

Opportunity Zone Rankings
Opportunity Zones are a community development program first established by Congress in the Tax Cut and Jobs Act of 2017 to encourage long-term investments in low-income and urban communities nationwide. The program was reauthorized in the One Big Beautiful Bill Act of 2025. As part of the process to establish zones under the new program, cities of the first class, counties, and tribal governments were asked to prioritize and rank census tracts in their city, county or tribal area that are eligible to be Opportunity Zones. There is only one eligible zone within Goodhue County that is located in the City of Red Wing, and staff provided a response on behalf of Goodhue County requesting that the Red Wing zone be included in the list submitted to the governor for designation.

Next Meeting. The next regular meeting of the Port Authority is scheduled for Tuesday, August 4, 2026, at 4:30 PM.

Attachments:
1) Opportunity Zone Fact Sheet

Eligible Opportunity Zones 2025

July 9, 2026

RE: Request for Proposals (RFP) for Real Estate Developers
Historic Jefferson School
601 Buchanan Street
Red Wing, MN 55066

Project Proposer:

Attached is a **Request for Proposals (RFP) for Real Estate Developers for the Historic Jefferson School** in Red Wing, MN. Please review the attached RFP and supporting information.

We would appreciate your response by Thursday, September 10, 2026. If you plan to respond, please submit a brief letter of interest via email no later than Friday, July 31, 2026. Questions should be submitted via email only to the project manager, Kyle Klatt, at kyle.klatt@redwingmn.gov, by Friday, August 21, 2026.

Thank you for your interest!

Sincerely,

Kyle Klatt
Community Development Director, City of Red Wing
Executive Director, Red Wing Port Authority

Historic Jefferson School

REQUEST FOR PROPOSALS (RFP)
FOR REAL ESTATE DEVELOPERS

601 Buchanan Street
Red Wing, MN 55066

Issue Date: July 9, 2026
Contact: Kyle Klatt, Kyle.Klatt@redwingmn.gov

Proposals Due by: Thursday, September 10, 2026

TABLE OF CONTENTS

1. Invitation
2. Background and Overview
3. Redevelopment Objectives
4. Proposal Format
5. Evaluation of Proposals
6. Timeline
7. Contact for Questions and Clarifications
8. List of Attachments

1. INVITATION

The Red Wing Port Authority (RWPA) is soliciting your development proposal for the historic Jefferson School site in Red Wing.

2. BACKGROUND AND OVERVIEW

The Jefferson School is a former public school that is currently owned by Independent School District No. 256 ("School District.") The RWPA has a Purchase Agreement (PA) with the School District to acquire the site. The RWPA intends to transfer the property to private ownership for the purpose of redevelopment of the existing building and site by the end of calendar year 2030. The PA expires October 31, 2026, and the RWPA intends to select a developer for the site prior to closing on the property. The property will be sold "as is with all faults."

The site includes an existing historic building. The original construction of the building dates from 1916. A sizeable classroom addition was added in 1948, and the gymnasium was added in 1967. There are two stories over a partial basement, with a masonry exterior. The Property served as an elementary school until 2003. From 2003-2015, it was leased by Goodhue County Education District. Since 2015, it has been used off and on by the school district for summer programming and office space during construction of other buildings by the school district. The playground and green space have been used by the public throughout its history.

Address:	601 Buchanan St, Red Wing, MN 55066
Tax Parcel ID:	55.5801360
Building Square Footage:	36,557 gross square feet
Parcel Size:	Approximately 94,525 sf \ 2.17 acres
Zoning:	Ordinance No. 236 rezoned the site to RM-3 (High Density Multifamily Residential), with restrictions noted below.

The RWPA has completed due diligence and planning activities in preparation for redevelopment. The following items are complete, and documents are available for review:

1. Environmental Assessment, including:
    a. Phase I Environmental Site Assessment
    b. Hazardous Materials Survey, including Abatement Cost Estimating
    c. Phase II Environmental Site Assessment concluding that no Recognized Environmental Conditions (RECS) are present on the site
2. ALTA/NPS Land Title Survey
3. Part 1 Historic Tax Credit Certification Application, pending final approval by the National Park Service (NPS)
4. Rezoning for multifamily residential use (See Ordinance No. 236)

The total investment by the RWPA in the above documents is in the range of $50,000.

Multifamily housing has been identified as a potential use for the building and site. A previous development proposal showed 16 residential units in the existing building with storage areas in the basement, as well as on-site surface and garage parking. If additional units are proposed, the RWPA expects that the higher unit count would be created with new construction on the site.

The existing gymnasium has been discussed as potential community space including rehearsal space for the Sheldon Theater of Performing arts, an existing local organization, or recreation space for residents in the building. The RWPA is open to discussing a public lease of limited areas of the building for non-residential uses.

Neighborhood constituents have expressed repeated concerns about and desires for green space on the site. The City of Red Wing will consider accepting some or all the proposed park space on the property as dedicated park land.

The School District intends to complete a deed restriction prior to ownership transfer stating that the property shall not be used as a public or private school as defined by the Red Wing Zoning Ordinance.

Site visits arranged upon request.

3. REDEVELOPMENT OBJECTIVES

The RWPA is seeking a development project that retains the historic building, is consistent with City plans, and integrates with the character of the existing neighborhood. Responders should be familiar with the following plans:

- Red Wing 2040 Community Plan
- Current Zoning/City Ordinances, including the attached Ordinance No. 236

Specific redevelopment objectives to be considered include the following (in order of importance, see "Evaluation of Proposals"):

- Retention and reuse of the existing historic building (10 pts)
- Integration of a playground and/or some preservation of existing open space that can be used by the public as part of the redevelopment (10 pts)
- Integration with existing neighborhood character and minimization of impact and disruption of neighborhood during construction and future operation (5 pts)
- Return on the RWPA's investment in the property, which could include the sale price or enhanced tax base (5 pts)
- Efficient timeline for project completion (5 pts)

Development Restrictions:

- The maximum density of the project will be limited to 24 units per acre, or a maximum total of residential units of 52.
- The maximum height for any building is three stories.
- The building may not be used as a public or private school as defined by the Red Wing Zoning Ordinance.

Development proposals should also be consistent with the Port Authority's mission statement, which directs the agency to identify and coordinate redevelopment for the purpose of enhancing the tax base, promoting employment, and contributing to the economic vitality and quality of life of the City of Red Wing. "Chapter 8 – Housing and Neighborhoods)" of the Red Wing 2040 Community Plan and Goals 1-4 in the City Government's Strategic Plan 2024-2026 describe goals and strategies for housing in Red Wing.

4. PROPOSAL FORMAT

Interested responders must submit a Letter of Interest via email to Kyle Klatt no later than July 31, 2026.The Letter of Interest should include:

- Entity or individual names that will lead the redevelopment
- Name and contact information for the individual that will be the primary contact during the proposal period

The Letter of Interest is non-binding and does not mean that a future proposal is required. An email is an acceptable format.

Proposals shall contain the following sections in the following order:

a. **Cover Letter,** including the name and contact information for the individual that will be the primary contact for the proposal. Disclose any potential conflicts of interest and/or relationships with RWPA Board members and staff, City Council members, and city staff.

b. **Development Vision** – Describe the proposed reuse of the site, including proposed use(s) of the building and site, as well as dedicated park space or other benefits. If housing, describe the type of housing, number of units, and extent of any new construction. Include a concept site plan depicting new construction, on-site parking, and any community green space. Describe the direct and indirect benefits of the project to the RWPA, City, and neighborhood.

c. **Identification of Entities** – Provide a description of the entities and/or individuals that will be involved in the redevelopment, and their roles. Identify the principal person who will speak for the development team and any other key participants who will be involved in negotiating the land sale terms and Development Agreement. Identify any anticipated key subconsultants or team members.

d. **Experience** – Describe related experience and provide a list of similar projects. Describe the role and responsibility of key individuals in similar projects.

e. **Preliminary Project Budget** – Provide a preliminary capital budget showing the sources and uses of funds (debt, equity, and other) to acquire and develop the property. The capital budget should include a proposed purchase price for the property. Information as to the status of securing project funds should be included, if available. If any financial support will be requested from the RWPA or City, describe it in this section.

f. **Proposed Timeframe** – Describe the anticipated timeline for the project, including anticipated dates for:
    i. Key funding applications, awards, or milestones
    ii. Building permit
    iii. Finance closing
    iv. Construction start
    v. Certificate of occupancy.

   If the project will be constructed in phases, provide a project phasing plan and describe how the budget will be aligned with the phasing. Explain what strategies will be used to manage the schedule and maintain the project completion deadline of 2030.

g. **Any other information** that will help RWPA staff and the Port Board understand the proposal.

h. **Evidence of Financial Capacity** Provide documentation that shows your capacity to complete predevelopment activities. Provide financial statements sufficient to demonstrate capacity to secure project financing, complete construction, and operate the building. These documents can be submitted under separate cover, but should be clearly labeled as part of your development proposal.

i. **Earnest Money.** All responders must submit a check or money order of $5,000 along with their proposal. Funds will be held by the City and will be returned to any and all

unselected proposers no later than November 30, 2026. An additional deposit of $10,000 will be required from the selected responder at the execution of a Letter of Intent. Earnest money provided by the selected developer may be applied to a future Purchase Price, but will not be refunded.

5. EVALUATION OF PROPOSALS

Proposals will be screened by RWPA staff and their consultants for completeness. The selection committee will evaluate proposals based on the criteria and scoring below. The selection committee includes the Port Finance Subcommittee, RWPA staff and their consultants. The selection committee will determine which developer(s) will present their proposals to the Port Board in a public workshop. The Port Board has final decision-making authority to select a developer for the site. RWPA staff consultants include legal counsel and New History, among others.

In screening the development proposals, the following criteria and weighting system will be used:

The experience and the financial and organizational capacity of the development team in successfully planning and completing development projects of similar type and scale	35
The degree to which the proposed project meets the specific redevelopment objectives listed in Section 3 of this RFP	35
The degree to which the proposed project meets City plans and the mission statement for the RWPA	10
Anticipated purchase price for the parcel, and whether any additional public investment would be needed to make the project feasible, including expected public costs to prepare the site for development	10
Overall quality of the submission	10
Total	**100**

The RWPA reserves the right to reject any and all proposals. The RWPA also reserves the right to negotiate land sale terms with the successful responder. The City of Red Wing does not discriminate on the basis of race, creed, color, ethnicity, national origin, sex, age or marital status.

6. PROPOSED TIMELINE

RFP issue date	Thursday, July 9, 2026
Letter of Interest due	Friday, July 31, 2026
Questions due via email	Friday, August 21, 2026

Responses to questions	Friday, August 28, 2026
Proposals due	Thursday, September 10, 2026
Port Committee Review	Week of September 14, 2026
Presentation at a Port Board Workshop	Late September, Date TBD
Selection of Developer by Port Board	October 6, 2026
Executed Letter of Intent with Developer	October 23, 2026
RWPA Expiration of PA	October 31, 2026
RWPA Closing on Site	November 30, 2026
Construction Complete	By December 2030

7. CONTACT FOR QUESTIONS AND CLARIFICATIONS

All project questions should be directed in writing via email to Kyle Klatt who is the project manager for this RFP process and will manage the work with the selected developer. All questions must be submitted by Friday, August 21, 2026 at kyle.klatt@redwingmn.gov. Responses will be posted online.

8. LIST OF ATTACHMENTS

- Red Wing 2040 Community Plan (Chapter 8 – Housing and Neighborhoods)
- Zoning Ordinance No. 236
- Purchase Agreement (PA) between the RWPA and the School District (December 15, 2025)
- First Amendment to the PA (June 23, 2026)
- ALTA/NSPS Land Title Survey (Johnson & Scofield, May 5, 2026)
- Commitment for Title Insurance, Schedule A, File 2380964
- Phase I Environmental Site Assessment (Braun Intertec, April 10, 2026)
- Limited Phase II Environmental Site Assessment (Braun Intertec, June 10, 2026)
- Non-Destructive Hazardous Building Materials Survey Report (Braun Intertec, May 28, 2026)
- Abatement Removal Cost Table (Braun Intertec, Date of Survey: March 17-18, 2026)
- Historic Preservation Certification Application Part 1 – Evaluation of Significance (New History, February 11, 2026)

OPPORTUNITY ZONES

OVERVIEW FACTSHEET

ECONOMIC INNOVATION GROUP

WHAT ARE **OPPORTUNITY ZONES?**

Opportunity Zones (OZs) are low-income census tracts nominated by governors and certified by the U.S. Department of the Treasury into which investors can make qualifying investments into new projects and enterprises in exchange for certain federal capital gains tax reductions. OZs are an economic development tool to finance opportunities in struggling parts of the country left behind by uneven economic growth.

HOW DO **OPPORTUNITY ZONES WORK?**

U.S. investors currently hold trillions of dollars in unrealized capital gains in stocks and mutual funds alone. OZs offer investors specific incentives to put their capital gains to work financing the economic development of lower-income communities.

OPPORTUNITY ZONES **CHARACTERISTICS**

The country now has over 8,700 Opportunity Zones in every state and territory.

OZ tracts are more distressed and more diverse than national averages.

- The average poverty rate in an OZ is 26.4%, nearly twice as high as the national average of 13.4%.
- 59% of OZ residents identify as a minority, compared to 39% nationally.
- OZs have a nearly 40% higher rate of joblessness among adult residents than the national average.
- Prior to the pandemic, the life expectancy in the average Opportunity Zone was more than three years shorter than the national figure.

WHAT GUARDRAILS EXIST TO **GUIDE PRODUCTIVE INVESTMENTS AND PREVENT ABUSE?**

The OZ policy is designed to encourage new, productive economic activity in underserved communities. The OZ statute and regulations include guardrails to both shape those investments and prevent abuses, including but not limited to:

- Twice-yearly tests conducted by Treasury to ensure Opportunity Funds maintain at least 90% of their assets in qualified property; penalties are levied for violations.
- Standard related party restrictions applicable to all zone and fund transactions.
- Tangible property and active conduct tests to help ensure OZ investments create new economic opportunities in communities and prevent zones from being used as patent boxes.
- Prohibition of investment into "sin businesses" such as liquor stores, casinos, and massage parlors, as well as into entities whose assets are primarily financial.

For more information, visit eig.org/opportunity-zones

Updated September 2022

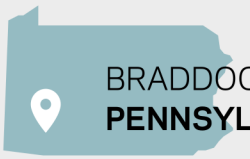
HOW ARE **OPPORTUNITY ZONES DOING?**

With strong oversight and legislative improvements, OZs are positioned to continue to be a driving force behind equitable growth in struggling places.

PROJECT EXAMPLES

DURANGO, **COLORADO**

Aerospace startup Agile Space Industries (Agile) designs, manufactures, and tests integrated aerospace propulsion systems. OZ financing has been key to its growth in 2020 despite the pandemic, and they expect to double its staff to 65 employees in 2021.



BRADDOCK, **PENNSYLVANIA**

Fifth Season—a solar-powered, fully-automated, vertical farming operation—is expanding access to fresh food in a food desert and creating a bridge to jobs for a community that experienced an 80% population loss due to the contraction of the steel industry.

CINCINNATI, **OHIO**

A $51 million infill development combined OZ financing with New Markets Tax Credits, Low Income Housing Tax Credits, state and federal Historic Tax Credits, and city programs to revitalize 16 historic buildings and build four more.

ALBERT LEA, **MINNESOTA**

CapZone and 18 Squared launched an Opportunity Fund to invest in U.S. Department of Veterans Affairs clinics and hospitals. The investment in a Veterans Affairs Outpatient Clinic in Albert Lea expanded primary care and mental health services for local veterans.

WHAT DOES THE **DATA SAY?**

A 2021 study from the University of California-Berkeley gave a first look into partial official data on OZ investments in 2019, finding significant investment activity spurred by the policy in its first year:

- Nearly 2,800 Opportunity Funds were created, which together deployed $18.9 billion in investments.
- At least 1,362 designated census tracts—16% of all OZ tracts— received at least some OZ investment and most, if not all, states and commuting zones saw OZ investment activity in the first year.
- OZ tracts that received investment had an average poverty rate of 28% (compared to 15% for all census tracts) and median family income of $47,500 (compared to $72,100 for all census tracts). Nationally, those numbers rank in the 84th and 23rd percentiles for poverty and income, respectively.

WHAT'S **NEXT?**

In April 2022, the Opportunity Zones Transparency, Extension, and Improvement Act was introduced on a bipartisan, bicameral basis to strengthen the Opportunity Zones policy and establish robust transparency and reporting requirements. The bill would:

- **Establish reporting and community measurement requirements**
- **Early sunset OZs with high median family income**
- **Extend the deadline for OZ investment**
- **Allow fund-of-fund investments**
- **Designate certain formerly industrial brownfield tracts**
- **Create a federal fund for state and local community resources**

For more information, visit eig.org/opportunity-zones

Updated September 2022

STATUS UPDATES

Date: July 13, 2026
To: Honorable Mayor and members of the City Council
From: Chris Heineman, Council Administrator

Our Mission: We strive to create a sustainable, healthy, accessible, resilient, and equitable community where every person feels at home.

City Council Meeting Schedule

Monday, July 27 - City Council Workshop planned for 5:00 p.m. on Monday, July 27 ***has been canceled*** to allow staff to prepare for the preliminary City Council Budget Workshop on Monday, August 3.

Monday, August 3 - City Council Budget Workshop in the City Hall Council Chambers starting at 5:30 p.m.

Miscellaneous

Newly Appointed Commission Members - Congratulations to our newest Sustainability Commission member Colton Auge, and Human Rights Commission member, Gracie Plath. On June 22, 2026, the City Council approved the appointments of both Colton and Gracie. They each will be serving a first term expiring May 31, 2027. Colton will be serving as a student advisory member as all voting seats of the Sustainability Commission are filled. Gracie will be the first student voting member of our pilot program. We want to them in advance for their willingness to dedicate their time and talent to our community. Welcome aboard, Colton and Gracie!

Agenda Item Request - Council Member Beise submitted an agenda item request for the Council's consideration. Staff has provided a brief staff report outlining that request.

Update on Hope Heights Development Agreement - City staff has Goodhue County Habitat for Humanity Executive Director Bob Hawley. In the meeting, three main topics were discussed: 1) Habitat would like to move forward with a subdivision agreement to continue moving the project forward, 2) Habitat would like to split the project up into two phases,

starting with development of lots on the western portion of the site leaving the existing paved parking area on the east available for parking and construction staging, and 3) Habitat is asking for City financial support in the form of reduced or eliminated fees and/or help pay for construction costs (i.e. the costs to reconstruct sidewalks around the site). The draft agreement does not anticipate a phased project; therefore, Habitat will need to submit updated plans and cost estimates to reflect the change in scope.

The phased approach should reduce the initial development costs since part of the infrastructure will be installed at a later date but will require a second agreement in the future. In addition, staff does not recommend that the City plat any lots that will not be provided with public services as part of the first phase until such time that Habitat moves forward with the second phase. It is not standard practice to plat lots that do not have access to City services, and any unserved areas should be left as a larger outlot now and may be replatted with the second phase. One additional topic of discussion with Habitat for Humanity attorney Charles O. Richardson was on the requirements for a final plat and a separate certificate that will be recorded with each lot since it is torrens property. The attorney has drafted these and plans to file them as part of one complete subdivision.

Staff is prepared to bring the subdivision agreement forward once Goodhue County Habitat for Humanity provides plans that are consistent with the proposed phasing of the project. Staff will also prepare options for the City Council to provide financial support for the project or reduce the overall fees to be collected with the agreement when the Development Agreement is brought forward for consideration.

Update on Public Comment Process - Over the past several meetings, staff have identified opportunities to improve the administration of public comment during City Council meetings. Staff have replaced the existing sign-up sheets with numbered speaker cards. Two different-colored cards are available in the lobby: one for comments on agenda items and one for comments on non-agenda items. Speakers will complete their card(s) before the meeting, or they can fill one out during the public comment period if they decide to speak after the meeting has begun. During public comment, the Council President will call each card number until all the speakers have spoken. When each speaker approaches the podium, they will state their name, their ward, street name, or neighborhood, and then place their card into the box on the podium before speaking. Having this written information helps the City Clerk maintain an accurate account of who speaks at each meeting, with the correct spellings. It also avoids any unintentional mispronunciations and keeps the meeting moving. The administrative change aligns with all protocols outlined in the 2026 Rules and Policies for Boards, Commissions, and Committees. This process is being piloted at the July 13 Council meeting and will be evaluated in the fall to assess its success and whether any further changes are needed.

Private Use of Public Property (PUPP) Application for 50th Annual Pancake Breakfast – Experimental Aircraft Association Chapter 1518 has submitted an application to host a pancake breakfast at the Red Wing Airport on Saturday, August 2, 2026, from 8 a.m. to 2 p.m. They have requested to use the main hangar and the ramp around the terminal to serve breakfast.

Private Use of Public Property (PUPP) Application - Mustangs at the Island Poker Chip Run — Lake Country Mustang Club will be holding Mustangs at the Island on Friday, August 28, through Sunday, August 30, 2026, at the Treasure Island Resort and Casino. The three-day event will feature an all-Mustang car show as its centerpiece, along with several other events in and around the area. One of these events is the "Poker Chip Run," a car cruise scheduled for Saturday, August 29, from 7:30 a.m. to 11:30 a.m. The car cruise will travel through Red Wing, making five stops, one of which will be on public property: Bay Point Park. Organizers are not requesting the use of any public facilities or services; instead, they are requesting to utilize Bay Point Park as a "destination" that can be easily located, providing participants with the opportunity to view Red Wing and its beautiful surroundings.

Tax Court Petitions Filed — The City has received notice from the Goodhue County Assessor that various tax court petitions have been filed against the County and that the County is doing its best to settle these petitions while minimizing the impact on our community.

2024 Assessment Year (pay 2025) – in progress
55-835-0890 & 55-835-0911 Franchise Associates (Arby's)
55-722-0300 & 55-722-0280 DBIndustries/3M
55-891-0100 Mayo Clinic

2025 Assessment Year (pay 2026)
55-005-3710 Erickson's Diversified Corp (settled with 2024 AY)
55-005-2180 Associated Bank (settled with 2024 AY)
55-933-0010 Walgreens (settled with 2024 AY)
55-893-0010 WalMart (settled with 2024 AY)
55-151-0020 Wells Fargo (settled with 2024 AY)
55-722-0300 DBIndustries/3M
55-931-0020 Target Corp
55-133-0010 & 55-134-0020 Fultonbsh RWMN LLC (mini storage)
55-535-0850 Cedarwave Loan Services (nursing home)
55-858-0780 & 55-854-0280 Highway Signage LLC

Please see the attachment for tax court stipulations already rendered for pay 2026.

Additional Attachments
1. Beise Agenda Item Request
2. Staff Report Related to Council Member Beise's Agenda Item Request
3. Tax Court Abatements 2026

Regular Meeting Schedule

Monday, July 13	City Council	6:00 pm	Council Chambers
Tuesday, July 14	Housing and Redevelopment Authority Board	3:30 pm	Council Chambers
Wednesday, July 15	Arts & Culture Commission	5:30 pm	Council Chambers
Tuesday, July 21	Advisory Planning Commission	7:00 pm	Council Chambers
Wednesday, July 22	Sister Cities Commission	5:15 pm	Council Chambers
Thursday, July 23	Human Rights Commission	6:00 pm	Council Chambers

From: noreply@civicplus.com
To: Heineman, Chris; Hill, Melissa
Subject: Online Form Submittal: Agenda Item Request Form
Date: Monday, June 29, 2026 8:51:01 AM

Agenda Item Request Form

Agenda Item Topic	Public comment procedure
Name of City Council Member Making the Request	Kim Beise
Timeframe Desired for Item to Appear on Agenda	Any
Reason for Request	Council being yelled at for mispronunciation of a persons name
Basic Background on Topic (if available)	Possible change to how a person signs up for public comment that everyone says their own name and not called up by president. They should have to fill out a card with their name and where they live on it to turn in to City clerk. Also discuss what they can and cannot say.

Email not displaying correctly? View it in your browser.

CITY COUNCIL MEETING STAFF REPORT

To: City Council Members and Mayor
From: Administration
Meeting Date: July 13, 2026

Title and Purpose
Public Comment Administrative Process Update and Discussion of Meeting Decorum.

Purpose
To inform the City Council of an administrative change to the public comment speaker registration process and introduce Council Member Beise's request for a discussion regarding meeting decorum during public comment.

Attachments
Council Member Beise's Agenda Item Request Form

Background
Over the past several meetings, staff have identified opportunities to improve the administration of public comment during City Council meetings. While the current speaker sign-up sheets have generally worked, they have also presented several challenges. Because the sign-up sheets are removed from the lobby and given to the Council President shortly before the meeting begins, individuals arriving later cannot sign up. Staff have also observed that many individuals no longer use the sign-up sheets and simply raise their hands to speak during the public comment period. In both instances, it is very challenging for staff to get the accurate spelling of speakers' names for the meeting minutes. Additionally, the current process requires the Council President to read names aloud, which can lead to mispronunciations.

As staff evaluated these challenges, Council Member Beise submitted the attached agenda request asking that the public comment process and meeting decorum be discussed. The request aligned with improvements staff were already considering and provided an opportunity to implement the following administrative changes, effective immediately.

Staff have replaced the existing sign-up sheets with speaker cards. Two different-colored cards are available in the lobby: one for comments on agenda items and one for comments on non-agenda items. Speakers will complete their card(s) before the meeting, or they can fill one out during the public comment period if they decide to speak after the meeting has begun. During public comment, the Council President will call each card number until all the speakers have spoken. When each speaker approaches the podium, they will state their name, their ward, street name, or neighborhood, and then place their card into the box on the podium before speaking.

This administrative change will:

- Allow individuals arriving after the meeting has started to participate equally in public comment.
- Ensure staff have the correct spelling of speakers' names for the official meeting minutes.
- Better reflect how public comment currently functions, allowing speakers to indicate their desire to speak during the meeting rather than requiring advance sign-up.
- Eliminate the need for the Council President to read speakers' names aloud, reducing the likelihood of name mispronunciations.

This is an administrative process improvement only and does not change the City's public comment policy or any member of the public's opportunity to address the Council.

This process is being piloted at the July 13 Council meeting and will be evaluated in the fall to assess its success and whether any further changes are needed.

The second portion of Council Member Beise's request relates to meeting decorum during public comment. Consistent with the Council's agenda item request process, the Council is asked to determine whether it wishes to schedule this topic for discussion at a future meeting. Based on a legal opinion from City Attorney, Amy Mace, they believe the City can continue to prohibit personal attacks during the public comment period, and there are court cases from other jurisdictions that provide support for prohibiting personal attacks.

City of Red Wing
Tax Court Stipulation 25-26
Taxes Abated
County Noticed City on 3/27/2026

				Allocation					
Parcel	Owner	Address	Tax Court Abatement	City Portion Abatement	Port Portion Abatement	HRA Portion Abatement	School Portion Abatement	County Portion Abatement	State Portion Abatement
550052180	**Associated Bank**	404 Bush St	(6,138.00)	(2,638.04)	(52.56)	(51.22)	(673.58)	(1,587.92)	(1,134.68)
550053710	**Erickson's Diversified Corp**	None Listed *	(16,574.00)	(7,120.12)	(141.90)	(138.18)	(1,812.92)	(4,299.56)	(3,061.32)
558930010	**Walmart**	295 Tyler Rd S	(90,832.00)	(39,004.58)	(777.40)	(756.90)	(9,914.82)	(23,612.08)	(16,766.22)
559330010	**Pharmacy Portfolio VI DST (Walgreens Corp)**	3142 South Serv	(3,424.00)	(1,470.96)	(29.32)	(28.54)	(373.90)	(888.98)	(632.30)
			(116,968.00)	(50,233.70)	(1,001.18)	(974.84)	(12,775.22)	(30,388.54)	(21,594.52)

* - Original Plat Doc#596079 Lots 1 2 3 7 8 9 10 11 & 12 Blk 35 All Vac Alley Between Lots 1 2 3 & 10 11 12 ID# 5-0050-40100