



CITY OF SPRING PARK
WORK SESSION AGENDA
JUNE 19, 2017 – 6:00 PM
SPRING PARK CITY HALL

(Work Session discussion times are approximate)

1. 6:00 – PEOPLESERVICE ONE YEAR REVIEW
 - A. Introductions
 - B. Contract Summary
 - C. Year in Review
 - D. Areas of Success / Areas for Improvement
 - E. Reality of the Contract vs. Original Expectations
2. 6:40 – SIDEWALK UPDATE & PROPOSAL
3. MISCELLANEOUS
4. 6:50 – ADJOURN

AUG 07 2016

OPERATION AND MAINTENANCE AGREEMENT

This Operation and Maintenance Agreement (the "Agreement") dated as of Aug. 2 2016, is between the City of Spring Park, Minnesota, a municipal corporation (the "Owner"), whose address is 4349 Warren Avenue, Spring Park, Minnesota 55384, and PEOPLESERVICE, INC., and its successors and assigns ("PeopleService"), whose address is 209 South 19th Street, Suite 555, Omaha, Nebraska 68102-1758.

RECITALS:

WHEREAS, Owner is the owner of a municipal water and wastewater treatment plant as described in Exhibit A to this Agreement (the "Facilities"); and

WHEREAS, Owner desires to engage PeopleService to operate and maintain the Facilities on behalf of Owner and PeopleService desires to accept such engagement, all upon the terms and conditions hereafter set forth; and

WHEREAS, Owner is authorized by law to enter into this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the parties agree as follows:

ARTICLE I - SCOPE OF SERVICES

1.1 Commencing on September 1, 2016, or such other date mutually acceptable in writing to PeopleService and Owner (the "Effective Date"), PeopleService will provide all routine operation and maintenance of Owner's Facilities on a 7 day per week basis within the design capacity of the Facilities as described in Exhibit A to this Agreement ("Description of Facilities"). The routine operation and maintenance services to be provided by PeopleService are further described in Exhibit B of this Agreement.

1.2 Commencing with the Effective Date of this Agreement, PeopleService shall implement its standard operating procedures. Within one hundred eighty (180) days after the Effective Date of this Agreement, PeopleService shall have prepared and placed into operation preventive maintenance and process control programs, including documentation of operation and maintenance procedures conducted for the water and wastewater utility system and a written analysis of the condition of all equipment in the Facilities together with a prioritized list of needed repairs. Such documentation and records shall be available for inspection and copying by Owner at all reasonable times.

1.3 PeopleService will be responsible for expenses incurred in the routine operation and maintenance of the Facilities, including personnel services, communication services (cell phones for its operators), materials, supplies, contracted services, insurance, and equipment maintenance and repair (subject to the limitations contained in Sections 1.4 and 2.1.b of this Agreement).

1.4 PeopleService shall provide all labor to complete the required preventative maintenance to preserve the existing life of all assigned equipment and vehicles of the Facilities. The Owner will bear the expense of parts, supplies and outside contractors required to complete any corrective maintenance and repair of all equipment, physical facilities, and vehicles assigned for PeopleService's use. In performing maintenance and repairs, PeopleService will perform in an economical manner and make all reasonable efforts to minimize the amount spent while remaining in compliance with all applicable regulations.

1.5 PeopleService will provide properly certified employees for the staffing of Facilities. Backup services will be provided by PeopleService corporate personnel. In addition, PeopleService will be on call 24 hours per day, 7 days per week, for emergency situations.

1.6 PeopleService shall advise Owner and serve as Owner's liaison to regulatory agencies and industrial users in matters related to the operation of the Facilities. However, PeopleService will not act as, or provide, legal counsel in this capacity.

1.7 PeopleService will supervise all regulatory compliance and financial transactions pertaining to the day-to-day operation of the Facilities. Subject to the limitations of this Section 1.7, PeopleService shall operate the Facilities in compliance with state and federal regulatory requirements. PeopleService will pay all fines imposed for process upsets and violation of discharge limits unless the process upsets or violations are attributable to:

- (a) Flows or pollutants which are not within the Design Capabilities of the Facilities; pollutants include, but are not limited to soluble oil, heavy metals, excessive suspended solids and excessive organic loadings;
- (b) The malfunction or failure of equipment which is not solely due to the negligent acts, errors or omissions of PeopleService;
- (c) Construction activities which are undertaken to improve the wastewater treatment process but which are beyond the operating scope of services of PeopleService as delineated in this Article I; or
- (d) Discharges from industrial facilities in violation of any pretreatment standards applicable to those discharges.

In no event shall PeopleService be responsible for the payment of state or federal fines imposed or damages, attorney fees, and court costs awarded as a result of actions, inactions, process upsets or violations which occurred prior to or existed on the Effective Date of this Agreement, and which are not due solely to the negligence of PeopleService, nor shall PeopleService be responsible for payment of any fines, penalties, damages or attorney's fees resulting from requirements not expressly assumed by PeopleService herein, including any reporting requirements.

With regard to potable water supplies, PeopleService will not be responsible for inherent water quality that fails to meet specifications of the Safe Drinking Water Act and amendments thereto concerning inorganic chemicals, pesticides, volatile organic chemicals, synthetic organic

compounds, lead and copper standards. However, PeopleService will use its best efforts to treat Owner's potable water supplies to meet drinking water standards.

1.8 PeopleService shall exercise the due care in performing its obligations and duties under this Agreement which is normally and reasonably provided in the industry with respect to similar contract services.

1.9 PeopleService will provide and maintain at all times during the term of this Agreement the following minimum insurance coverage:

(a) Statutory Workers' Compensation Insurance in compliance with the laws of the state of Minnesota which has jurisdiction of PeopleService employees engaged in the performance of services hereunder; together with Employers Liability coverage in the amount of \$500,000 for each incident;

(b) General liability coverage of at least \$1,000,000 combined single limit, each occurrence, for bodily injury and property damage with Owner named as additional insured;

(c) Comprehensive auto liability insurance which shall include \$500,000 combined single limit coverage for bodily injury and property damage; and

(d) Umbrella liability coverage of at least \$4,000,000 is provided in addition to the statutory workman's compensation requirement, basic general liability or auto liability coverage noted above.

PeopleService will furnish Owner with Certificates of Insurance as evidence that policies providing the required coverage and limits are in full force and effect. Such policies shall provide that no less than thirty (30) days' advance notice of cancellation, termination or alteration shall be sent directly to PeopleService and Owner.

ARTICLE II - RESPONSIBILITIES OF OWNER

2.1 As part of this Agreement Owner agrees to assume the following responsibilities:

(a) Owner shall maintain in full force and effect, in accordance with their respective terms, all guarantees, warranties, easements, permits, licenses and other similar approvals and consents received or granted to Owner as owner of all Facilities and component parts thereof;

(b) Owner shall be responsible for all capital replacement and maintenance/repair expenditures that Owner determines necessary and required. PeopleService shall be available to discuss these requirements, justification and need;

(c) Owner shall be responsible for filing, obtaining, and maintaining current water supply operations permit and NPDES permit for discharge of wastewater; and for filing all required reports under the Emergency Planning and Community Right-To-Know Act or any other statute or authority; provided, however, PeopleService shall assist Owner with preparing these filings and shall provide ongoing assistance regarding the maintenance of these permits;

(d) Owner shall at all times provide access to the Facilities for PeopleService, its agents and employees;

(e) Owner shall provide PeopleService the use of all existing equipment owned by Owner, necessary for the operation and maintenance of the Facilities and warrants that such operating equipment is in good condition;

(f) Owner shall be responsible for all damage to the Facilities, components thereof, PeopleService equipment on site, and all resulting liability to any and all third parties, when such damage and/or liability are caused by flood, fire, acts of God or other force majeure events, civil disturbance, extreme cold temperatures, excessive

subsoil moisture, or misuse of property to the extent Owner was negligent regarding the misuse of such property;

(g) Owner shall be responsible for all fines imposed for process upsets and violations of discharge limits attributable to the operation and maintenance of the Facilities to the extent set forth in Section 1.7 as well as fines imposed for failure to report as required by Section 2.1(c), unless such failure is due to the intentional or negligent act, error or omission of PeopleService.

(h) Owner shall designate an individual to act as liaison with PeopleService in connection with the performance of services by PeopleService under this Agreement;

(i) Owner shall be responsible for all property, excise and other taxes assessed on the Facilities; and

(j) Owner shall bear all costs incurred as a result of regulatory requirements not in effect on the Effective Date of this Agreement.

2.2 Owner shall maintain in full force and effect all existing policies of property and general liability insurance pertaining to the Facilities. Owner shall furnish PeopleService with Certificates of Insurance as evidence that such policies are in full force and effect under such policies. Such policies shall provide that no less than thirty (30) days' advance notice of cancellation, termination or alteration shall be sent directly to PeopleService and Owner.

2.3 Owner shall indemnify and hold PeopleService, its officers, employees and agents, harmless under this Agreement for any and all claims, damages, costs or expenses caused by malfunction or failure of the Facilities or any components thereof or other liability or loss including injury, death, or damages to any person or property related in any way to the performance of this Agreement to the extent such claims, damages, costs, expenses, liability or loss are caused by the negligent acts, errors or omissions of Owner. Additionally, Owner

shall indemnify PeopleService, its officers, employees and agents harmless for any and all fines, penalties, attorney's fees and damages resulting from Owner's failure to comply with permitting, reporting or other statutory or regulatory requirements which are the responsibility of the Owner. This provision shall survive the termination of this Agreement.

ARTICLE III - RESPONSIBILITIES OF PEOPLESERVICE

3.1 PeopleService shall indemnify and hold Owner, its employees and agents, harmless under this Agreement for all claims, damages, costs or expenses caused by malfunction or failure of the Facilities or any components thereof or other liability or loss including injury, death, or damages to any person or property related in any way to the performance of this Agreement to the extent such claims, damages, costs, expenses, liability or loss are caused by the intentional or negligent acts, errors or omissions of PeopleService. This provision shall survive the termination of this Agreement.

ARTICLE IV - COMPENSATION

4.1 As compensation for services rendered by PeopleService pursuant to this Agreement, Owner shall pay to PeopleService the sum of \$6,985 per month during the first twelve (12) months of this Agreement, commencing with the Effective Date. The monthly payment shall be due and payable on the first day of the month in which services are to be rendered. All other compensation to PeopleService is due upon receipt of PeopleService's invoice and payable within thirty (30) days of the date of the invoice.

4.2 The monthly compensation provided in Section 4.1 shall be adjusted on September 1st of each year, beginning on September 1, 2017. The basis for the annual adjustment for September 1, 2017 shall be the change in the Consumer Price Index for All Urban Consumers (CPI-U) as regularly reported by the U.S. Bureau of Labor Statistics, between May 2016 and May 2017. For each year thereafter, the adjustment shall be the change in the CPI-U as reported between May of the year preceding the year of adjustment and May of the year of adjustment. This annual adjustment shall be done by letter acknowledging the change and will

not require official action or contract amendment.

4.3 If for any one hundred & eighty (180) day consecutive day period during the term of this Agreement the average quality and/or quantity of wastewater influent or water production should significantly change (i.e. 40 percent increase or decrease in flow or loadings) compared to the average experienced during the twelve months immediately preceding the Effective Date of this Agreement, resulting in significantly increased, or decreased, operating costs, both parties will mutually agree to negotiate an adjustment to reflect the incremental change in costs. If the parties cannot agree on an adjustment within ninety (90) days following PeopleService's request for an adjustment, either party may terminate this Agreement by giving thirty (30) days written notice to the other party. This section shall not apply to temporary quantity increases or decreases related to the provision or receipt of water through the interconnect system.

ARTICLE V - TERM OF AGREEMENT

5.1 This Agreement shall remain in full force and effect for five (5) years from the Effective Date. The Agreement shall be automatically renewed for successive terms of one (1) year each unless written notice of cancellation is given by either party to the other no less than ninety (90) days prior to the date of expiration.

ARTICLE VI - TERMINATION

6.1 This Agreement may be terminated by either party in the event of the other party's breach of a material term of the Agreement, by the first party's giving written notice of such breach and the second party's failure to correct within thirty (30) days of receipt of such notice; provided, however, that the breach must be corrected immediately if it is of the kind or nature effecting public health, safety or welfare or environmental protection.

6.2 PeopleService shall not be in breach under this Agreement for its failure to perform its obligations under this Agreement, to the extent that the performance of such obligations is

prevented or delayed by any event which is beyond the reasonable control of PeopleService, including but not limited to Acts of God, strikes, labor disputes, and unavailability of parts. In the event PeopleService claims that its performance is prevented or delayed by any such event, PeopleService will promptly notify Owner of that fact and the circumstances preventing or delaying its performance.

ARTICLE VII - MISCELLANEOUS

7.1 Any temporary or portable equipment which is provided by PeopleService during the term of this Agreement and which is not deemed part of the Facilities shall remain the property of PeopleService upon termination of this Agreement. PeopleService shall not make any expenditure for capital replacements of the Facilities or any component thereof without the prior approval of Owner unless there is an emergency. An emergency exists when such expenditures are necessary to continue operation of Owner's Facilities or to provide for public health, safety or environmental protection. If there is an emergency, PeopleService shall provide Owner with verbal notice of the need for the capital replacement expenditure as soon as possible. Owner shall reimburse PeopleService for such emergency capital replacement expenditures in accordance with Section 4.1 of this Agreement.

7.2 This Agreement represents the entire agreement of the parties and may only be modified or amended in a writing signed by both parties.

7.3 Any notice required or permitted to be given hereunder shall be in writing, and shall be either (i) personally delivered, (ii) sent by U.S. certified or registered mail, return receipt requested, postage prepaid, or (iii) sent by Federal Express or other reputable common carrier guaranteeing next business day delivery, to the respective addresses of the parties set forth in the first paragraph of this Agreement. Any such notice shall be deemed given and effective upon receipt or refusal of receipt thereof by the primary party to whom it is to be sent. Notices may be given by email or facsimile transmission provided that such notice is followed by written notice

delivered as provided in (i), (ii) or (iii) above. Any party may change its address for the service of notice by giving notice of such change to the other party 10 days prior to the effective date of such change.

7.4 This Agreement shall be governed by, and construed in accordance with, the laws of the state of Minnesota.

7.5 Neither party shall assign, in whole or in part, any of the rights, obligations or benefits of this Agreement except to a parent, affiliate, or wholly owned subsidiary, without the prior written consent of the other party, which consent shall not be unreasonably withheld. For purposes of this Section 7.5, an affiliate is defined as a company, the controlling interest in which is owned by the parent of the party.

7.6 PeopleService shall register with and utilize an electronic verification system or program for all of its new hire employees. This electronic verification system or program now known as the "E-Verify Program", but also may include an equivalent federal program designated by the Department of Homeland Security or another federal agency authorized to verify the work eligibility status of employees. PeopleService shall contractually require all subcontractors performing work under this contract to also register and utilize such electronic verification system for employees hired on or after the Effective Date of this Agreement. PeopleService and all of its subcontractors shall use such electronic verification system to determine the work eligibility status of each new employee physically performing any services under this contract. Any person whom the electronic verification system determines is ineligible or not authorized to work in the United States shall not be permitted by PeopleService or a subcontractor to perform services under this contract.

7.7 As a government contractor, PeopleService must comply with the provisions of Executive Order 11246, as amended, and other existing laws related to Equal Employment Opportunity (EEO). Part of our commitment to EEO is to take affirmative action to ensure that job seekers are recruited; job applicants are considered for employment opportunities; and employees are treated without regard to their race, gender, color, religion, national origin, age,

sexual orientation, gender identity or expression, genetic information, disability or veteran status or any other status protected by law. In addition, the Equal Pay Act of 1963, as amended, prohibits sex discrimination in the payment of wages to women and men performing substantially equal work, in jobs that require equal skill, effort and responsibility, under similar working conditions, in the same establishment.

7.8 Owner agrees not to offer employment to or to hire any current or former employee of PeopleService until twelve (12) months has lapsed since the employee's termination from PeopleService. This restriction shall not apply to employees who worked for the Owner prior to their employment with PeopleService. This provision shall survive the termination of this Agreement.

7.9 Attached hereto and forming an integral part of this Agreement are Exhibits A (Description of Facilities) and B (Services to be provided by PeopleService), both of which documents are incorporated into this Agreement as fully as if the contents thereof were set out in full herein.

7.10 The relationship of Owner and PeopleService shall be that of independent contractors, and not that of principal and agent, employer and employee, partners, associates or joint venturers. Nothing in this Agreement shall be construed, implied or deemed to create any relationship between the parties other than one of independent contractors. No promises, statements, representations, or other acts of either party shall be binding upon the other party, nor shall such other party be liable to any third person for any such promises, statements, representations, or other acts, unless expressly approved or ratified in writing by such other party. Without limiting the generality of the foregoing, neither party shall have any authority whatsoever to incur any liability or obligation or to transact any business on behalf of the other party, except as expressly provided in this Agreement or approved or ratified by such other party in writing. PeopleService understands and agrees that Owner will not withhold or make deductions for payments of any kind from the compensation Owner pays to PeopleService, including, but not limited to, local, state or federal income taxes, FICA, FUTA, payroll taxes, employment taxes, other taxes, social security payments or similar items; and PeopleService shall be solely

responsible for paying, and shall pay, any and all local, state and federal income taxes, FICA, FUTA, payroll or employment taxes, other taxes, social security payments and similar items owing on account of any services provided to Owner by PeopleService, and shall indemnify, save and hold Owner harmless from and against any and all loss, cost or expense incurred by Owner on account of any breach of the foregoing. In addition, Owner will neither offer nor provide to PeopleService employees any employee benefits, including, without limitation, workers' compensation, reemployment benefits, malpractice, health, life or disability insurance, vacation, sick leave, or retirement plan benefits and PeopleService agrees that neither it nor its employees shall have any right to or claim against Owner for overtime pay, vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability insurance or benefits, unemployment insurance benefits, or any other employee benefits of any kind and nature.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first above written.

PEOPLESERVICE, INC.

CITY OF SPRING PARK, MINNESOTA



President



Mayor

Attest: 

Assistant Secretary

Attest: 

City Clerk

OPERATION AND MAINTENANCE AGREEMENT

EXHIBIT A

Description of Facilities

For purposes of this Agreement, the following water/wastewater utility components are included:

- **WATER SYSTEM:** A gravity, sand filter plant designed to removal iron and manganese; a water distribution system comprised of various sizes of mains, fire hydrants, valves, etc.

- **WASTEWATER SYSTEM:** A wastewater collection system consisting of various sized main and including six (6) lift stations. This system discharges into the “metro” system for treatment.

OPERATION AND MAINTENANCE AGREEMENT

EXHIBIT B

Services to be Provided by PeopleService

Except as otherwise provided in the Operation and Maintenance Agreement, and subject to the limitations set forth therein, PeopleService shall provide the following services to Owner in connection with the Facilities:

1. Provide the personnel necessary to manage, operate, and maintain the Owner's water production, treatment, storage and distribution and wastewater collection facilities to achieve optimum performance and to maintain equipment for system integrity, within the Owner's budgeted resources.
2. Provide technical training to the water/wastewater operators on treatment process, preventive maintenance techniques, and safety awareness, including the continuing education units (CEU's) necessary for the operating personnel to maintain their licenses.
3. Procure and pay for all consumable supplies, communication services (cell phone for operator), vehicle fuels, materials and services necessary for the safe and efficient day to day operations of the Facilities and the provision of .
4. Monitor, sample, analyze, and report as required by the Minnesota Department of Health (MDOH) in matters related to municipal water supply. Process control testing include those tests necessary to maintain the daily operation of the water treatment system (pH, iron and manganese, chlorine residual, etc.). Any additional testing required by regulatory agencies such as but not limited to bacteria, inorganic chemicals, synthetic organic chemicals and volatile organic chemicals will be sent to a commercial laboratory for completion. The cost of shipping and the

laboratory analysis of the samples shall be the responsibility of the Owner.

5. Monitor, sample, analyze, and report as required by the agreement between the Owner and the Met Council with respect to the wastewater pumped to the Met Council for treatment. For any testing required by the Met Council, PeopleService shall collect the samples and send them to a commercial laboratory for analysis. The cost of shipping and the laboratory analysis of the samples shall be the responsibility of the Owner.
6. Act as liaison between the Owner and the MDOH, DNR, and Met Council in matters relating to compliance with water quality and discharge requirements, and other liaison activities, as required.
7. Implement the use of a comprehensive, preventative maintenance program in an attempt to ensure the projected life expectancy of plant equipment, and will enforce existing equipment warranties and guarantees, and maintain all warranties on any new equipment purchased after the effective date of this Agreement.
8. During normal business hours, complete all requests for customer “turn-ons” and “turn-offs”.
9. Replace malfunctioning water meters. The Owner shall provide the meters and supplies necessary for these activities. PeopleService shall read the water meters quarterly, providing the readings to the Owner’s staff, and will complete any requested “re-reads” and “final reads”.
10. Flush fire hydrants a minimum of twice each year, performing hydrant maintenance and lubrication as necessary.
11. PeopleService will be responsible for coordinating any repairs to the water distribution or wastewater collection systems, using the Owner’s chosen contractor.

The Owner's contractor will be responsible for providing the personnel, supplies and equipment necessary to complete the repairs. The Owner or its contractor shall also be responsible for the removal, replacement and resurfacing of all streets or private property, with the Owner being responsible for its own expenses and the cost of any third party contractor.

12. Monitor the operation of the wastewater collection system lift stations and conduct a visual inspection of each at least weekly. Coordinate the annual cleaning of and any required repairs of the six wastewater collection system lift stations.
13. Using the Owner's equipment, complete all water/sewer line, storm sewer, and municipal street light locates of the portions of the system owned by the Owner and requested by the Gopher State One Call System. Any fees for participating in this program shall remain the responsibility of the Owner. In addition, PeopleService will inspect all new water/sewer taps of the Owner's distribution and interceptor lines.
14. Maintain cleanliness of process equipment and building, and general appearance of all buildings and grounds, and will conduct operations such that nuisances of sight, sound, and odor are eliminated or minimized to the extent reasonably possible. The Owner shall be responsible for all snow removal, grass mowing and the maintenance of access to the Facilities.
15. Act in the capacity of the "public works department" for the Owner by completing the following tasks:
 - A. Maintain the Owner's streets and storm sewer system by:
 1. Coordinating and schedule snow removal from streets and sidewalks by other contractors.
 2. Coordinating and scheduling street sweeping by other contractors.
 3. Completing repairs and maintenance as needed
 4. Cleaning culverts and drains
 5. Picking up debris in ditches and retention basins
 6. Coordinating and scheduling painting of cross walks by other contractors.
 7. Installing and repairing signs.

8. Posting road restrictions
 9. Cutting weeds at intersections as needed
 10. Maintaining streetlights
 11. Coordinating installation and removal of banners, flags, and decorations.
 12. Periodically inspect sidewalks and coordinating repairs and maintenance as needed.
 13. Periodically inspecting and coordinating for maintenance and repairs to the City's storm water system.
- B. Maintain the Owner's parks, City hall, trees and tennis court by:
1. Supervising part-time seasonal maintenance worker
 2. Mowing as necessary in the absence of seasonal maintenance worker.
 3. Trimming public trees as necessary.
 4. Coordinating and scheduling substantial tree removal and trimming work.
 5. Inspecting, installing and repair all park and tennis court equipment as necessary.
 6. Cleaning up debris.
 7. Managing weeds as necessary.
 8. Maintaining park parking lots.
 9. Maintaining and repairing City Hall and adjoining green space.
 10. Maintaining various public right-of-way areas throughout the City.
 11. Coordinating as necessary with landscaping and beautification contractor.
 12. Maintain and repair water fountains and irrigation systems as needed.
- C. Completing miscellaneous tasks, such as but not limited to the following:
1. Directing and supervising sub-contractors and vendors.
 2. Maintaining working knowledge of equipment and machinery used throughout the City.
 3. Prepare and maintain logs of all activities for accurate assessment of costs.
 4. Maintain all City owned property, buildings and equipment in a clean and orderly manner.
 5. Work with engineers and building inspector on all required projects.
 6. Maintain the Owner's truck and keep a log of its uses and maintenance.
 7. Maintain an inventory of tools and equipment.
 8. Assist in the preparation of yearly departmental budgets.
 9. Attend City Council meetings as necessary.
16. Properly secure and protect the utility facilities within the limits of available security devices.
 17. Provide a monthly, written report to designated officials of the Owner, summarizing plant performance, production, flows, major projects or accomplishments, and

preventive and corrective maintenance activities for the month.

18. Comply with all applicable city, state, and federal laws, regulation, and administrative rules.
19. Use a professional manner in dealing with community groups concerned with any facet of the operation, including tours and other public relations programs.
20. Coordinate and cooperate with the Owner's engineer and contractors to facilitate the completion of any expansion or improvement to the facilities.
21. Serve as a liaison between the Owner and any new or existing major contributing industries, and provide technical assistance to the Owner in consultation to existing industries and to any new industries, in matters relating to their pretreatment process, or agreements with the Owner and Met Council.
22. Provide assistance to the Owner for following Value Added Services:
 - * SDWA Amendments (1986) Assessment and Consultation
 - * Water Rates Study
 - * Five-Year Water/Wastewater Capital Improvements Assessment and O&M Budgeting Assistance
 - * Inflow/Infiltration (I/I) Analysis of Wastewater Collection System
 - * Wastewater Rates Study
 - * Industrial Pre-Treatment Investigation
 - * Laboratory Quality Assurance and Quality Control (QA/QC) Program

Miscellaneous

A - PeopleService will provide the necessary information to complete all forms required through the administration of the water and wastewater treatment systems. PeopleService will

not be required to pay any fees associated with the licenses or permits required by the state agencies. PeopleService will pay all expenses associated with the individual operator certification.

B - PeopleService will not be responsible for any additional costs associated with any construction project or upgrades involving the water and/or wastewater systems.

C - For services requested by the Owner and provided by PeopleService that are beyond the Scope of Services contained in this Exhibit B, PeopleService shall charge the Owner at the rate of \$50 per hour between the hours of 8:00 a.m. and 5:00 p.m. Monday through Friday (except for holidays). At all other times and during holidays, the billing rate shall be \$75 per hour. Hours billed shall include any required travel time. Owner agrees to pay invoices for said charges in compliance with the terms contained in the paragraph 4.1 of this Agreement.

From: Mike Kuno, PE, MBA [<mailto:MKuno@sambatek.com>]
Sent: Wednesday, June 14, 2017 3:32 PM
To: Dan Tolsma; Dallas Roggeman
Subject: Shoreline Sidewalk

Dan and Dallas,

I've attached figures that show the proposed sidewalk maintenance areas along Shoreline Drive. I've broken the potential areas out into four groups:

1. Priority 1 - Immediate Concerns: Areas that currently have potential safety hazards in the Pedestrian Access Routes (PAR) (cracked or badly spalled panels) and locations where the curb joint displacement is excessive (greater than 2").
2. Priority 2 – Secondary Concerns: Areas that aren't immediate concerns but could be addressed (includes curb joint displacement between 1"-2", cracked joints that haven't separated, etc.).
3. Priority 3 – Non-Par Concerns: Areas outside of the PAR that could be corrected (curb joint displacement approximately 1").
4. PAR Grinding Locations: Areas in the PAR where sidewalk joints have displaced and should be corrected.

A Preliminary estimate for each of the areas identified above is outlined below:

1. Priority 1 (includes grinding): \$22,000 (this includes \$14,000 for the spalled area that may be warranty work).
2. Priority 2: \$14,000
3. Priority 3: \$12,500

My recommendation is to move forward with maintenance of the Priority 1 areas and monitor the 2 and 3 areas but I'd like to discuss with the Council at the Monday Work Session if it fits in the agenda. Next steps would include getting quotes from a couple of Contractors to perform the work, if the Council would like to proceed.

Please let me know if you have questions or want to discuss.

Thanks!

Michael Kuno, PE

Director Municipal Services

12800 Whitewater Drive, Suite 300 Minnetonka, MN 55343

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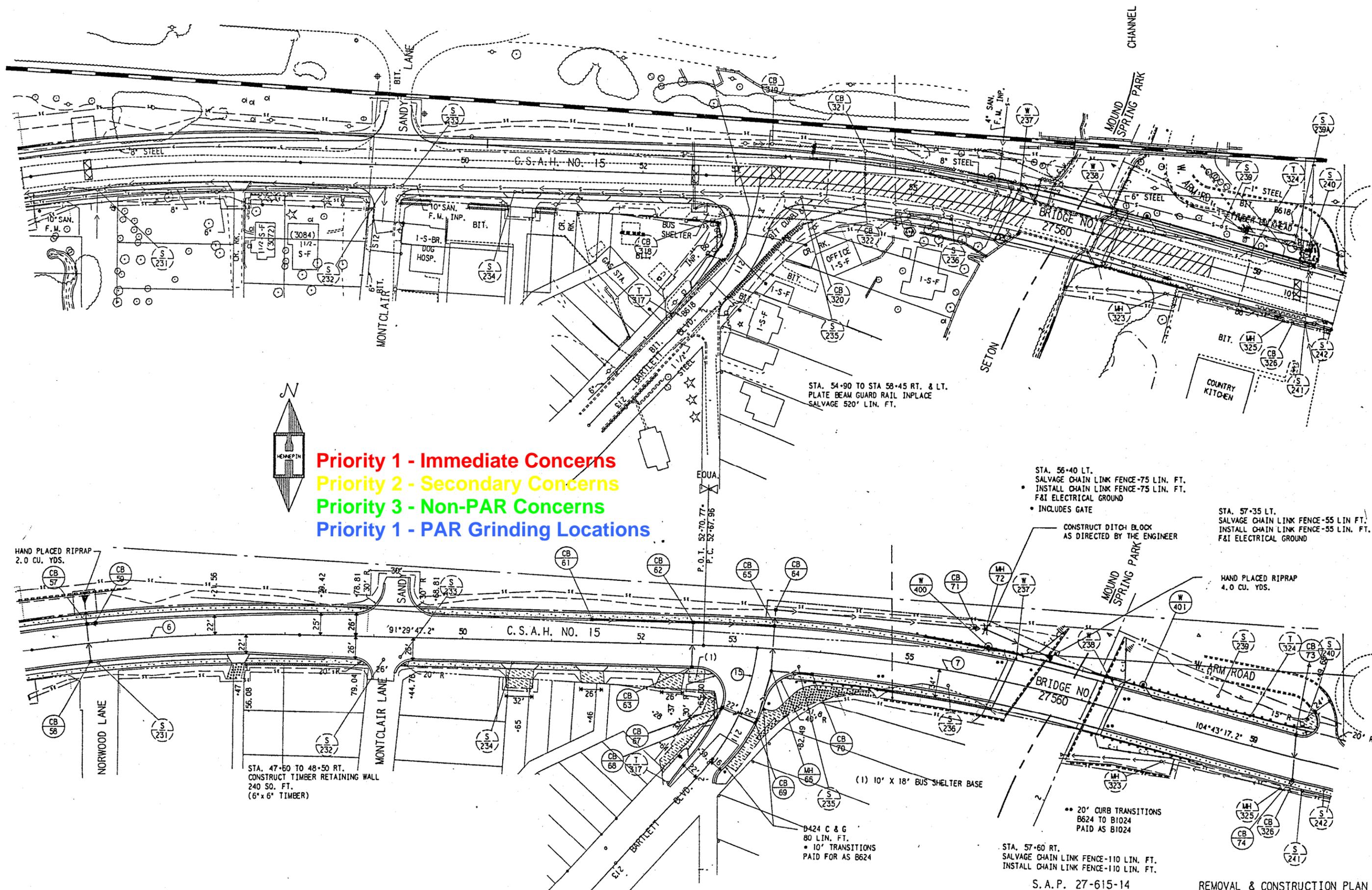
763.746.1635 M 952.212.5917 E mkuno@sambatek.com



Minnetonka, MN | Mandan, ND

Engineering | Surveying | Planning | Environmental

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Priority 1 - Immediate Concerns
Priority 2 - Secondary Concerns
Priority 3 - Non-PAR Concerns
Priority 1 - PAR Grinding Locations

STA. 47+50 TO 48+50 RT.
 CONSTRUCT TIMBER RETAINING WALL
 240 SO. FT.
 (6" x 6" TIMBER)

STA. 54+90 TO STA 58+45 RT. & LT.
 PLATE BEAM GUARD RAIL INPLACE
 SALVAGE 520' LIN. FT.

STA. 56+40 LT.
 SALVAGE CHAIN LINK FENCE-75 LIN. FT.
 • INSTALL CHAIN LINK FENCE-75 LIN. FT.
 F&I ELECTRICAL GROUND
 • INCLUDES GATE

STA. 57+35 LT.
 SALVAGE CHAIN LINK FENCE-55 LIN. FT.
 INSTALL CHAIN LINK FENCE-55 LIN. FT.
 F&I ELECTRICAL GROUND

STA. 47+50 TO 48+50 RT.
 CONSTRUCT TIMBER RETAINING WALL
 240 SO. FT.
 (6" x 6" TIMBER)

(1) 10' X 18' BUS SHELTER BASE

D424 C & G
 80 LIN. FT.
 • 10' TRANSITIONS
 PAID FOR AS B624

•• 20' CURB TRANSITIONS
 B624 TO B1024
 PAID AS B1024

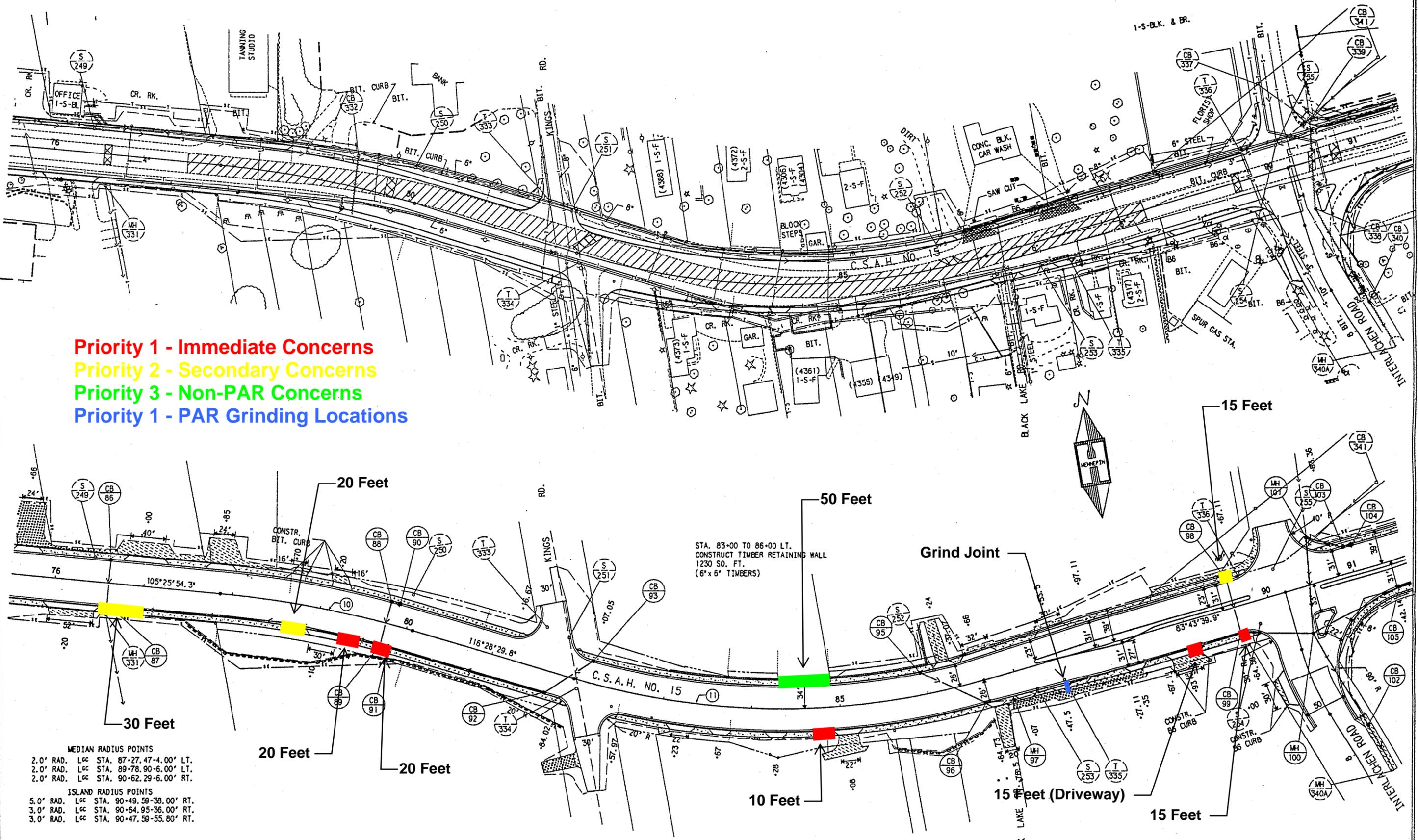
STA. 57+60 RT.
 SALVAGE CHAIN LINK FENCE-110 LIN. FT.
 INSTALL CHAIN LINK FENCE-110 LIN. FT.

S.A.P. 27-615-14

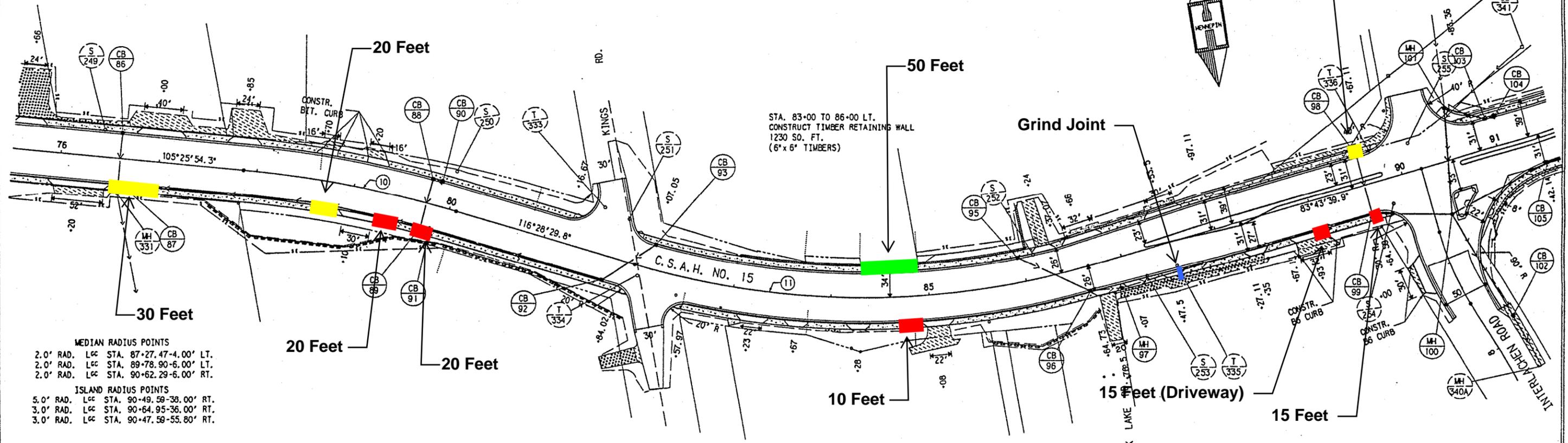
REMOVAL & CONSTRUCTION PLAN

PROJ. 8024 ALT. 2 REV. 10 56R-P46024 FORM-FORMAT DATE-11/20/1987

PROJECT-8024 ALT-2 REV-10 SCR-P60024 FORM-FORMAT2R DATE-11/20/1987

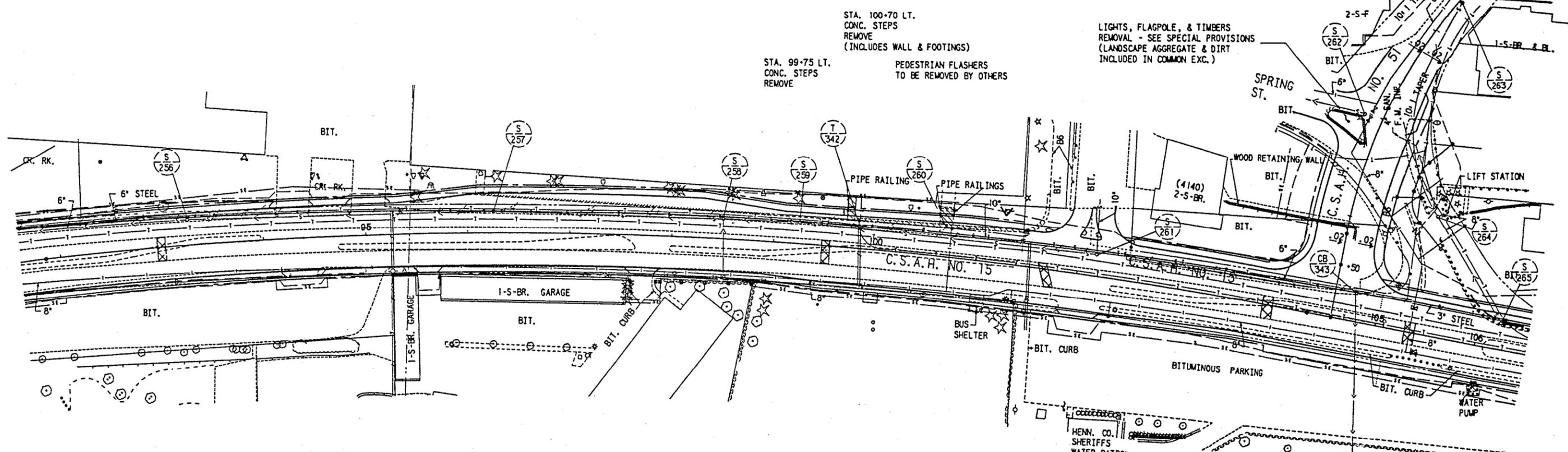


Priority 1 - Immediate Concerns
Priority 2 - Secondary Concerns
Priority 3 - Non-PAR Concerns
Priority 1 - PAR Grinding Locations



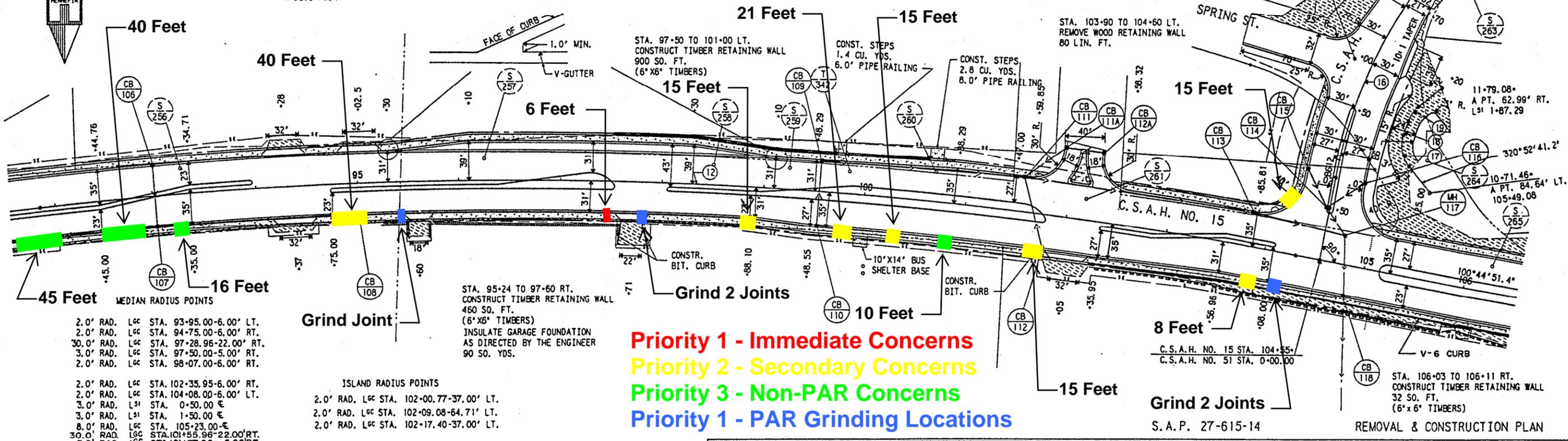
MEDIAN RADIUS POINTS
2.0' RAD. L^{CC} STA. 87+27.47-4.00' LT.
2.0' RAD. L^{CC} STA. 89+78.90-6.00' LT.
2.0' RAD. L^{CC} STA. 90+62.29-6.00' RT.
ISLAND RADIUS POINTS
5.0' RAD. L^{CC} STA. 90+49.59-38.00' RT.
3.0' RAD. L^{CC} STA. 90+64.95-36.00' RT.
3.0' RAD. L^{CC} STA. 90+47.59-55.80' RT.

PROJECT: 8024 ALT: 2 REV: 10 SCR: P78024 FOR: FORMAT2R DATE: 11/20/1987



CURVE FUNCTIONS											
CURVE NO.	P. I. STA.	P. C. STA.	P. T. STA.	Δ	D	T	L	R	*N. COORDINATE	*E. COORDINATE	
①	2 + 21.50	0 + 82.33	3 + 53.16	32° 30' 00.0" RT.	12° 00' 00.0"	139.17'	270.83'	477.46'	705707.194	2097425.439	
②	11 + 22.46	11 + 04.53	11 + 37.39	57° 03' 22.2" RT.	173° 37' 24.9"	17.94'	32.86'	33.00'	705827.428	2097053.946	
③	11 + 44.57	11 + 37.39	11 + 51.75	1° 56' 37.8" RT.	13° 31' 48.8"	7.18'	14.36'	423.46'	705707.194	2097425.439	
④	11 + 60.67	11 + 51.75	11 + 69.15	31° 09' 04.7" LT.	179° 02' 57.7"	8.92'	17.40'	32.00'	705840.300	2097057.298	

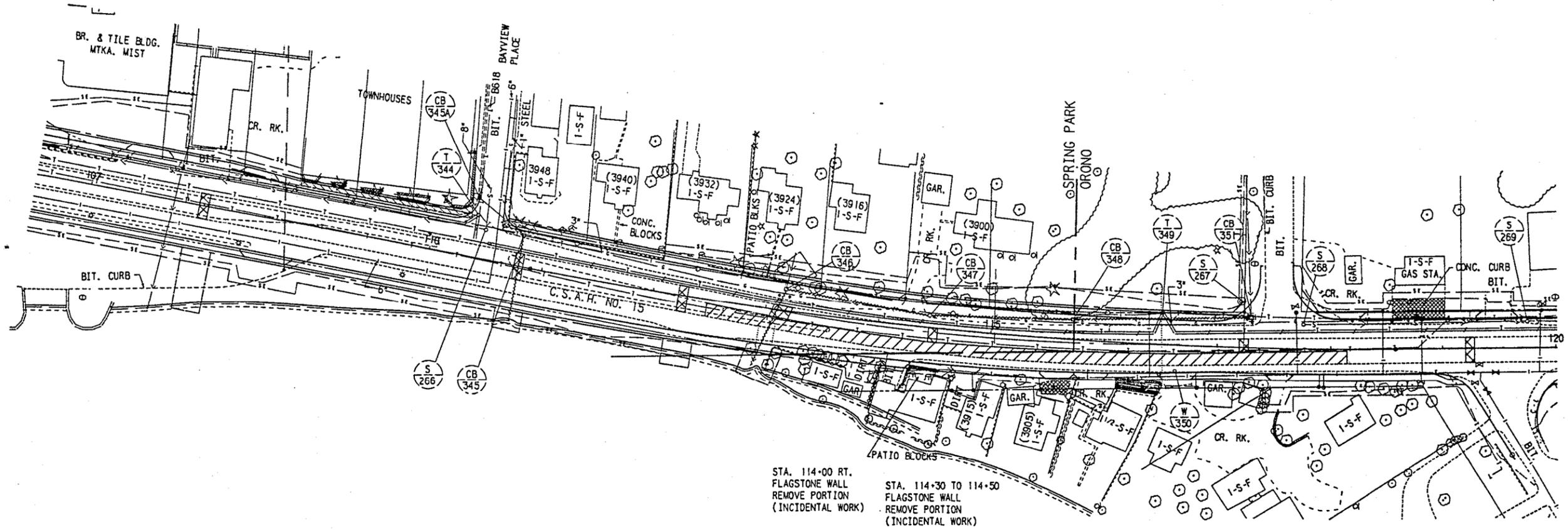
* RADIUS POINT



Priority 1 - Immediate Concerns
Priority 2 - Secondary Concerns
Priority 3 - Non-PAR Concerns
Priority 1 - PAR Grinding Locations

- MEDIAN RADIUS POINTS**
- 2.0' RAD. L_{6C} STA. 93+95.00-6.00' LT.
 - 2.0' RAD. L_{6C} STA. 94+75.00-5.00' RT.
 - 30.0' RAD. L_{6C} STA. 97+28.96-22.00' RT.
 - 3.0' RAD. L_{6C} STA. 97+50.00-5.00' RT.
 - 2.0' RAD. L_{6C} STA. 98+07.00-6.00' RT.
- ISLAND RADIUS POINTS**
- 2.0' RAD. L_{6C} STA. 102+35.95-6.00' RT.
 - 2.0' RAD. L_{6C} STA. 104+08.00-5.00' LT.
 - 3.0' RAD. L₅₁ STA. 0+50.00 E
 - 3.0' RAD. L₅₁ STA. 1+50.00 E
 - 8.0' RAD. L_{6C} STA. 105+23.00 E
 - 30.0' RAD. L_{6C} STA. 101+55.96-22.00' RT.
 - 3.0' RAD. L_{6C} STA. 101+77.00-5.00' RT.

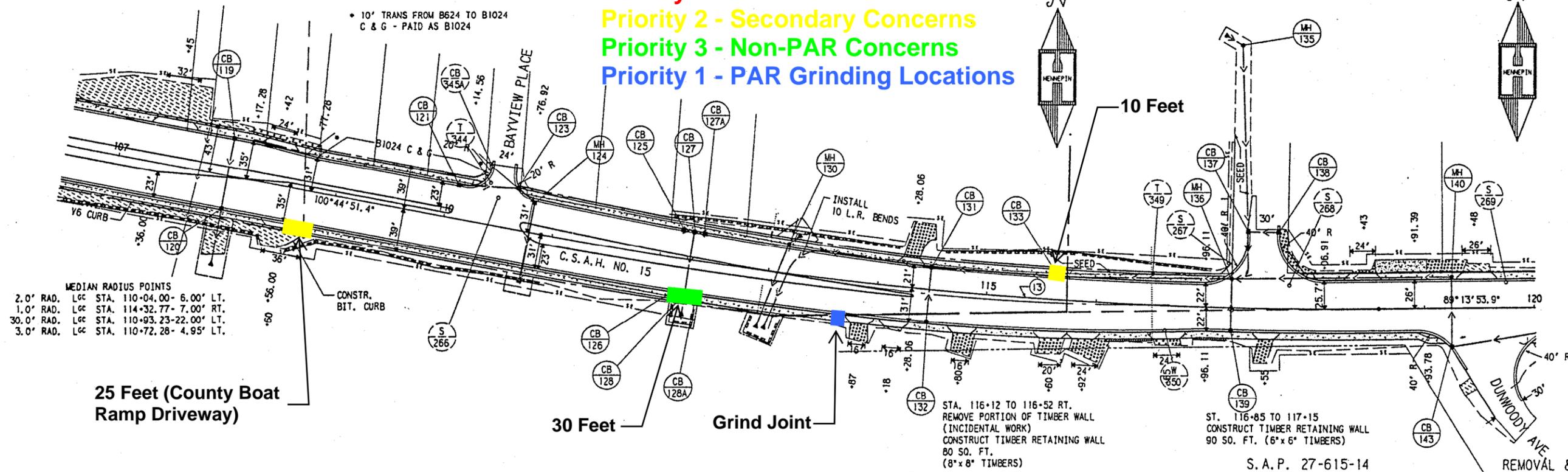
PROJECT-8024 ALT-2 REV-10 SGR-P88024 FORM-FORMAT2R DATE-11/20/1987



STA. 114+00 RT.
FLAGSTONE WALL
REMOVE PORTION
(INCIDENTAL WORK)

STA. 114+30 TO 114+50
FLAGSTONE WALL
REMOVE PORTION
(INCIDENTAL WORK)

Priority 1 - Immediate Concerns
Priority 2 - Secondary Concerns
Priority 3 - Non-PAR Concerns
Priority 1 - PAR Grinding Locations



MEDIAN RADIUS POINTS
 2.0' RAD. LCC STA. 110+04.00- 6.00' LT.
 1.0' RAD. LCC STA. 114+32.77- 7.00' RT.
 30.0' RAD. LCC STA. 110+93.23-22.00' LT.
 3.0' RAD. LCC STA. 110+72.28- 4.95' LT.

25 Feet (County Boat Ramp Driveway)

30 Feet Grind Joint

STA. 116+12 TO 116+52 RT.
REMOVE PORTION OF TIMBER WALL
(INCIDENTAL WORK)
CONSTRUCT TIMBER RETAINING WALL
80 SO. FT.
(8"x8" TIMBERS)

ST. 116+85 TO 117+15
CONSTRUCT TIMBER RETAINING WALL
90 SO. FT. (6"x6" TIMBERS)

S.A.P. 27-615-14

REMOVAL & CONSTRUCTION PLAN