

CITY OF CHATFIELD PUBLIC WORKS COMMITTEE

AGENDA

City Council Chambers - 21 SE Second Street, Chatfield, MN 55923

February 10, 2025, 5:30 P.M.

A. Minutes

1. [January 13, 2025 Meeting Minutes](#)
Review minutes from the previous meeting.

B. Public Works Director Report

1. [2025 Chip Sealing Plan](#)
Review plan as submitted.
2. [2025 Crack Filling Plan](#)
Review plan as submitted.

C. Other Items

1. [Wastewater Treatment Facility Annual Report](#)
2. [Wastewater Treatment Facility Plan](#)
Consider options for plan completion.



PUBLIC WORKS COMMITTEE MEETING STAFF REPORT

Meeting Date: February 10, 2025

Agenda Item: January 13, 2025 Meeting Minutes

Subject | Summary:

Agenda Category:

Submitted By: Michele Peterson

Recommended Motion: Review minutes from the previous meeting.

Community Engagement and Outreach:

FISCAL IMPACT:

Amount:

Ongoing Cost :

One-Time Cost :

Included in Current Budget?:

FISCAL DETAILS:

Fund Name(s) (Operations | Capital):

Account Code:

Background:

Attachments:

[2024.01.13 Public Works Notes.pdf](#)

Public Works Committee Meeting Notes**January 13, 2025****Members Present:** Councilor Mike Urban**Members Absent:** Councilor Paul Novotny**Others Present:** Brian Burkholder, Shane Fox, Mark Rynearson, Ryan Priebe, Craig Britton, Kay Wangen, and Michele Peterson**A. Minutes**

1. Meeting notes from the December 9, 2024, meeting were reviewed with no amendments suggested.

B. Other Items

1. 2025 Schoenfelder Farms Lease Agreement: Member Urban reviewed the agreement as drafted and recommended the agreement be sent to the City Council for approval.
2. Groen Park Bridge: City Engineer Craig Britton reviewed the quotes received for the installation of the bridge as well as the status of the application for permits. Installation estimates received are significantly greater than the amount used for application for the grant. It is estimated that we would need an additional \$184,000 to complete the project. Given this amount staff are recommending that we sell the bridge, and close out this project. Staff members would then continue to work with the DNR to accomplish restoration of the shorelines, improved fishing access, and realignment of the walking trails in the parks. Member Urban noted approval of staff recommendation. The discussion will be forwarded to the Park & Rec Committee for consideration. Based on that recommendation the conversation could then be reviewed by the City Council.
3. 2025 Olmsted County Maintenance Agreement: Member Urban reviewed the agreement as presented and recommended the agreement be sent to the City Council for approval at the meeting tonight.
4. Equipment Replacement: Water Superintendent Ryan Priebe noted that the mixer in the water tower had discontinued working earlier last week. He reached out and received the attached quote for replacement. He noted that this mixer was a warranty replacement for the original mixer that was installed in the tower, therefore there is no warranty on the equipment. Member Urban suggested approval of the request be sent to the City Council for tonight's meeting.



PUBLIC WORKS COMMITTEE MEETING STAFF REPORT

Meeting Date: February 10, 2025

Agenda Item: 2025 Chip Sealing Plan

Subject | Summary: 2025 Chip Sealing Plan

Agenda Category: Directors Report

Submitted By: Michele Peterson

Recommended Motion: Review plan as submitted.

Community Engagement and Outreach:

FISCAL IMPACT:

Amount: \$47,973.48

Ongoing Cost :

One-Time Cost :

Included in Current Budget?: Yes

FISCAL DETAILS:

Fund Name(s) (Operations | Capital): Capital

Account Code: 801-43100-520

Background:

Attachments:

[2025 Chip Sealing Plan.pdf](#)

INTEROFFICE MEMORANDUM

TO: Public Works Committee
FROM: Brian Burkholder, SCS
SUBJECT: 2025 Chip Sealing Plan
DATE: 2/5/2025

Action Requested: To discuss and to consider the approval of my proposed 2025 Chip Sealing Plan at a cost of \$47,973.48.

Background: I did not complete any chip sealing in 2024 as I have been on every other year schedule due to completing larger amounts at a better rate.

The streets that I identified this year are streets that had been chipped sealed years back by Olmsted County with the small River Rock. These streets are in decent shape with cracks but little to no allegation but has reduced wear course left. These streets will be cracked filled prior to completing.

In 2027 and 2029, I plan to start chip-seal all the new overlays that were completed in years 2018 as they will be approaching year 10.

I received a quote from Pearson Brothers for a total of \$47,973.48 @ \$2.12 per sq yd up from \$2.00 in 2023. There is currently \$80,235 in the reserve plus \$46,500 allocated in 2025. Total \$126,735.

Included is a list of proposed streets along with a map and the quote.

Thanks for your time,
Brian Burkholder

2025 Chip-sealing Plan-Street List

March 14, 22024

1. Lonestone Court		Total- 87,978 sq ft= 9,775 sq yds.
2. River St – 3 rd St to 4 th St	11,712 sq ft=	
4 th St to 5 th St	11,488 sq ft=	Total-46,432 sq ft = 5,159 sq yds.
5 th St to 6 th St	11,584 sq ft=	
6 th St to 7 th St	11,648 sq ft=	
3. 7 th St – Hwy 52 to Twiford St	10,650 sq ft	1,183 sq yds.
4. 4 th St- Fillmore St to Hwy 52	12,002 sq ft	1,334 sq yds.
4 th St- Hwy 52 to Twiford St	12,206 sq ft.	1,356 sq yds.
5. 6 th St – Hwy 52 to Twiford St	11,2332 sq ft	
Twiford St to Bench St	11,488 sq ft	Total- 34,400 sq ft = 3,822 sq yds
Bench St to River St	11,680 sq ft	

Total sq yds= 22,629 sq yds

\$2.12 X 22,629 sq yds = \$47,973.48

Pearson Bros., Inc.

11079 Lamont Avenue N.E. ~ Hanover, MN 55341

Phone: (763) 391-6622 ~ Fax: (763) 391-6627

ATTENTION: Brian Burkholder

PHONE #: 507-273-9597 Cell
507-867-3810 OfficeFAX #: bburkholder@ci.chatfield.mn.usJOB LOCATION: City Of Chatfield
ADDRESS: 21 Second Street SE
Chatfield, MN 55923

DATE: Feb 3, 2025

WE HEREBY SUBMIT SPECIFICATIONS AND ESTIMATES FOR: (22,629) APPROX. SQUARE YARDS OF BITUMINOUS SEAL COATING. Square yards are estimated and PBI bills for actual yards unless otherwise specified.

PRE-SEAL: Area to be swept by Pearson Bros., Inc.

LIQUID APPLICATION: Pearson Bros., Inc. will furnish and install CRS-2P Liquid Asphalt at .28-.30 gallons per square yard.

AGGREGATE COVER: Pearson Bros., Inc. will furnish and install FA-2 Class A Granite/Trap Rock 15-20 lbs per square yard.

ROLLING: Entire area shall be rolled with (2) Eleven (11) Wheel Pneumatic Tire Rollers.

PICK-UP SWEEP: Excess rock shall be picked up by and disposed of by the City

START DATE: No earlier than: May 15, 2025 COMPLETION DATE: No later than: Sep 15th, 2025

We Proposed Hereby to Furnish Material and Labor -- Complete in Accordance with the Above Specifications, for the Sum of: \$47,973.48 Base Bid: 22,629 sq yds @ \$2.12 per sq yd

AUTHORIZED SIGNATURE:



Payment Due Upon Completion

TODD BARTELS
PEARSON BROS., INC.

ACCEPTANCE OF PROPOSAL -- The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

SIGNATURE: _____

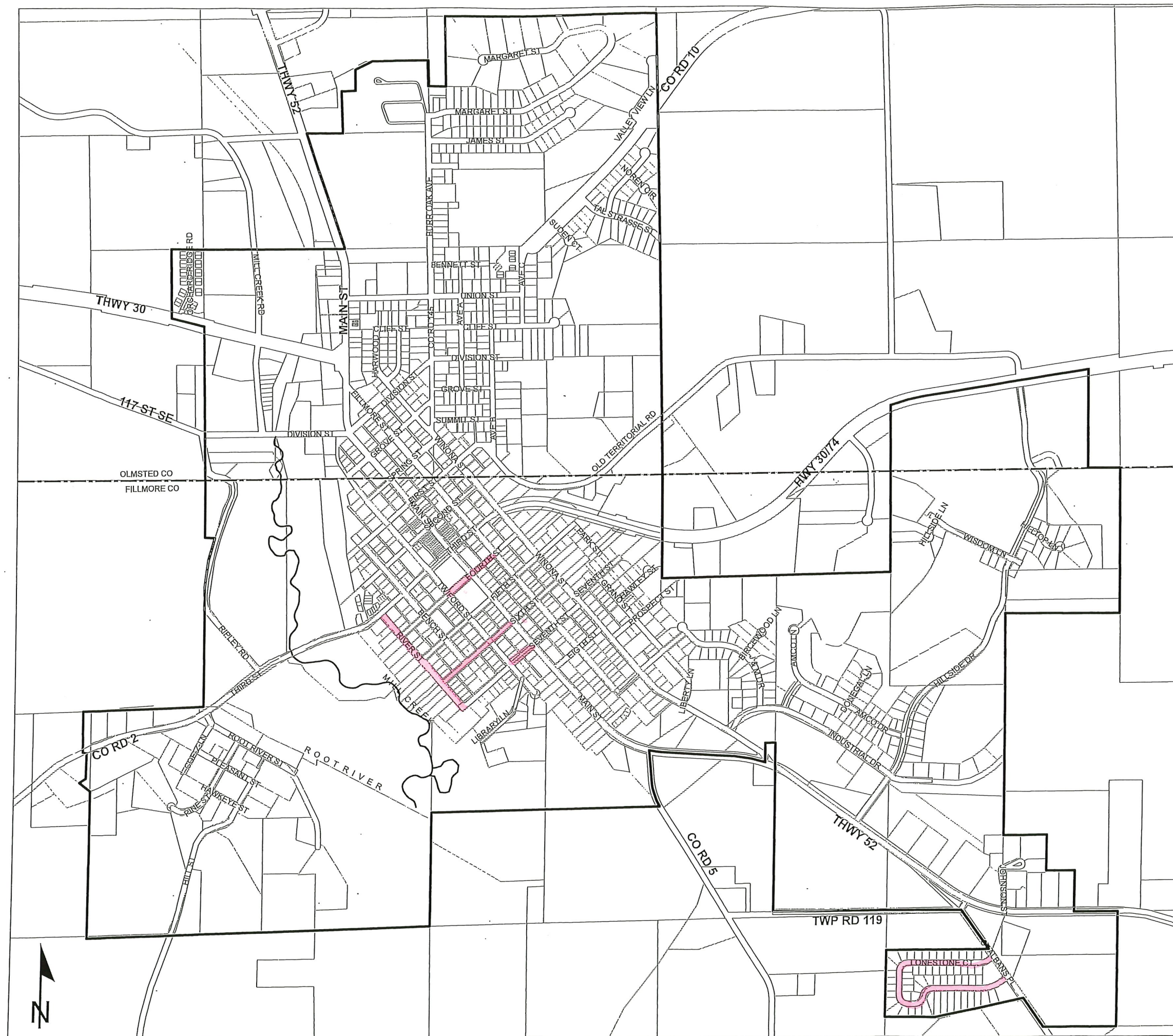
DATE: _____

specified.

Proposal good for 30 days.

City Boundary

Legend *2025*
Chip Sealing Project



- Chatfield City Limits
- County Line
- Major Streets and Highways
- Stream

0 250 500 1,000 1,500 Feet





PUBLIC WORKS COMMITTEE MEETING STAFF REPORT

Meeting Date: February 10, 2025

Agenda Item: 2025 Crack Filling Plan

Subject | Summary: 2025 Crack Filling Plan

Agenda Category: Directors Report

Submitted By: Michele Peterson

Recommended Motion: Review plan as submitted.

Community Engagement and Outreach:

FISCAL IMPACT:

Amount: \$29,025.50

Ongoing Cost :

One-Time Cost :

Included in Current Budget?: Yes

FISCAL DETAILS:

Fund Name(s) (Operations | Capital): Capital

Account Code: 801-43100-520

Background:

Attachments:



PUBLIC WORKS COMMITTEE MEETING STAFF REPORT

Meeting Date: February 10, 2025

Agenda Item: Wastewater Treatment Facility Annual Report

Subject | Summary:

Agenda Category:

Submitted By: Michele Peterson

Recommended Motion:

Community Engagement and Outreach:

FISCAL IMPACT:

Amount:

Ongoing Cost :

One-Time Cost :

Included in Current Budget?:

FISCAL DETAILS:

Fund Name(s) (Operations | Capital):

Account Code:

Background:

Attachments:

[WWTF Annual Report.pdf](#)

INTEROFFICE MEMORANDUM

TO: PUBLIC WORKS COMMITTEE & CITY COUNCIL

FROM: STEVEN SCHLICHTER

SUBJECT: 2024 WWTF Year End Review

DATE: 1/17/2025

Action Requested: None

Background:

I spent some time reviewing how the WWTF performed in 2024 compared to previous years. Looking at our lab sample data shows that the facility is running very well, and we are meeting all limits. Starting with CBOD and TSS we have a limit of at least 80% removal rate. This year we averaged 98.4% removal for CBOD and 98.7% for TSS. For Fecal Coliform our limit is 200 colonies per sample. In 2024 we averaged 4.66 and that is much lower than 2023 and more in line with prior years sampling levels. We also sample for Phosphorus and Nitrogen at the WWTF even though we do not have a limit for these yet. We can alter our operation of the facility to remove these nutrients from the wastewater but at varying levels because we need to operate the facility differently to remove each one. We have been running the facility to optimize Nitrogen removal for the last several months and have had an average effluent level of 9.01. and during the same time, we were able to remove about 36% of the Phosphorus.

For 2024 we treated 71,423,000 gallons of wastewater and that is an average of 5.95 million gallons per month. In 2024 the cost estimate to treat one gallon of wastewater in our facility is \$0.0193. That is \$19.30 per 1000 gallons of wastewater. That is up slightly from last year because of multiple break downs and updates. We cleaned 15800 feet (3 miles) of sewer lines in 2024. We are finding more areas with tree roots intruding into the sewer lines. We have tried some new root cutting heads for our jetting truck and will be looking to purchase one this spring.

Chatfield Wastewater Facility is almost 20 years old now. We are having to spend more time and resources to keep everything operating as it should. In 2024 we had the PLC updated at the WWTF, installed one new pump and had 3 other pumps rebuilt. Also, we replaced some of the couplers for the electric motors and gear boxes for the Oxidation Ditch along with cleaning the lift stations, wet wells and clarifiers. But our largest investment this year was the installation of a new Trojan UV system that disinfects the wastewater before being discharged to the river. Looking at the graph you can see this has helped our sample results.

Looking into 2025 we will be working on a Facility Plan, biosolids land application, updating the capitol improvement plan and having some work done on some manholes just to name some of the larger projects. Also, we will try some operational changes to see if we can get better Nitrogen and Phosphorus removal rates.

If anyone has any questions, concerns or would like a tour of our WWTF please let me know.

Thank you for your time,

Steven Schlichter

WWTF Superintendent

Fecal Levels & Flow Totals



CBOD & TSS % Removal





PUBLIC WORKS COMMITTEE MEETING STAFF REPORT

Meeting Date: February 10, 2025

Agenda Item: Wastewater Treatment Facility Plan

Subject | Summary:

Agenda Category:

Submitted By: Michele Peterson

Recommended Motion: Consider options for plan completion.

Community Engagement and Outreach:

FISCAL IMPACT:

Amount:

Ongoing Cost :

One-Time Cost :

Included in Current Budget?:

FISCAL DETAILS:

Fund Name(s) (Operations | Capital):

Account Code:

Background:

Attachments:

[20250204 Chatfield WWTF Proposal and Contract.pdf](#)

Agreement for Professional Services

This Agreement is effective as of February 4, 2025, between City of Chatfield (Client) and Short Elliott Hendrickson Inc. (Consultant).

This Agreement authorizes and describes the scope, schedule, and payment conditions for Consultant's work on the Project described as: **Wastewater Facilities Plan and Funding Assistance**

Client's Authorized Representative: Brian Burkholder
Address: 21 SE Second Street, Chatfield, Minnesota 55923, United States
Telephone: 507.867.1511 **email:** bburkholder@ci.chatfield.mn.us

Project Manager: Jessica Hedin
Address: 3535 Vadnais Center Drive, St. Paul, Minnesota 55110
Telephone: 612.247.2768 **email:** jhedin@sehinc.com

Scope: The Basic Services to be provided by Consultant as set forth herein are provided subject to the attached General Conditions of the Agreement for Professional Services (General Conditions Rev. 05.15.22), which is incorporated by reference herein and subject to Exhibits attached to this Agreement.

Refer to EXHIBIT 1 SCOPE OF WORK AND SCHEDULE for the scope of work details.

Schedule: Refer to EXHIBIT 1 SCOPE OF WORK AND SCHEDULE for the anticipated schedule.

Payment:

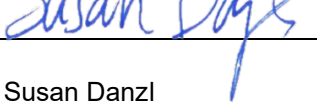
The fee is hourly estimated to be \$74,700 including expenses and equipment.

The payment method, basis, frequency and other special conditions are set forth in attached Exhibit A-1.

This Agreement for Professional Services, attached General Conditions, Exhibits and any Attachments (collectively referred to as the "Agreement") supersedes all prior contemporaneous oral or written agreements and represents the entire understanding between Client and Consultant with respect to the services to be provided by Consultant hereunder. In the event of a conflict between the documents, this document and the attached General Conditions shall take precedence over all other Exhibits unless noted below under "Other Terms and Conditions". The Agreement for Professional Services and the General Conditions (including scope, schedule, fee and signatures) shall take precedence over attached Exhibits. This Agreement may not be amended except by written agreement signed by the authorized representatives of each party.

Other Terms and Conditions: Other or additional terms contrary to the General Conditions that apply solely to this project as specifically agreed to by signature of the Parties and set forth herein:
None.

Short Elliott Hendrickson Inc.

By: 
Full Name: Susan Danzl
Regional Practice Center
Title: Leader

City of Chatfield

By: _____
Full Name: _____
Title: _____

Exhibit A-1
to Agreement for Professional Services
Between City of Chatfield (Client)
and
Short Elliott Hendrickson Inc. (Consultant)
Dated February 4, 2025

Payments to Consultant for Services and Expenses
Using the Hourly Basis Option

The Agreement for Professional Services is amended and supplemented to include the following agreement of the parties:

A. Hourly Basis Option

The Client and Consultant select the hourly basis for payment for services provided by Consultant. Consultant shall be compensated monthly. Monthly charges for services shall be based on Consultant's current billing rates for applicable employees plus charges for expenses and equipment.

Consultant will provide an estimate of the costs for services in this Agreement. It is agreed that after 90% of the estimated compensation has been earned and if it appears that completion of the services cannot be accomplished within the remaining 10% of the estimated compensation, Consultant will notify the Client and confer with representatives of the Client to determine the basis for completing the work.

Compensation to Consultant based on the rates is conditioned on completion of the work within the effective period of the rates. Should the time required to complete the work be extended beyond this period, the rates shall be appropriately adjusted.

B. Expenses

The following items involve expenditures made by Consultant employees or professional consultants on behalf of the Client. Their costs are not included in the hourly charges made for services but instead are reimbursable expenses required in addition to hourly charges for services and shall be paid for as described in this Agreement:

1. Transportation and travel expenses.
2. Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets.
3. Lodging and meal expense connected with the Project.
4. Fees paid, in the name of the Client, for securing approval of authorities having jurisdiction over the Project.
5. Plots, Reports, plan and specification reproduction expenses.
6. Postage, handling and delivery.
7. Expense of overtime work requiring higher than regular rates, if authorized in advance by the Client.
8. Renderings, models, mock-ups, professional photography, and presentation materials requested by the Client.
9. All taxes levied on professional services and on reimbursable expenses.
10. Other special expenses required in connection with the Project.
11. The cost of special consultants or technical services as required. The cost of subconsultant services shall include actual expenditure plus 10% markup for the cost of administration and insurance.

The Client shall pay Consultant monthly for expenses.

C. Equipment Utilization

The utilization of specialized equipment, including automation equipment, is recognized as benefiting the Client. The Client, therefore, agrees to pay the cost for the use of such specialized equipment on the project. Consultant invoices to the Client will contain detailed information regarding the use of specialized equipment on the project and charges will be based on the standard rates for the equipment published by Consultant.

The Client shall pay Consultant monthly for equipment utilization.

General Conditions of the Agreement for Professional Services

SECTION I – SERVICES OF CONSULTANT

A. General

1. Consultant agrees to perform professional services as set forth in the Agreement for Professional Services or Supplemental Letter Agreement ("Services"). Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or the Consultant. The Consultant's services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against the Consultant because of this Agreement or the performance or nonperformance of services hereunder.

B. Schedule

1. Unless specific periods of time or dates for providing services are specified, Consultant's obligation to render Services hereunder will be for a period which may reasonably be required for the completion of said Services.
2. If Client has requested changes in the scope, extent, or character of the Project or the Services to be provided by Consultant, the time of performance and compensation for the Services shall be adjusted equitably. The Client agrees that Consultant is not responsible for damages arising directly or indirectly from delays beyond Consultant's control. If the delays resulting from such causes increase the cost or the time required by Consultant to perform the Services in accordance with professional skill and care, then Consultant shall be entitled to a equitable adjustment in schedule and compensation.

C. Additional Services

1. If Consultant determines that any services it has been directed or requested to perform are beyond the scope as set forth in the Agreement or that, due to changed conditions or changes in the method or manner of administration of the Project, Consultant's effort required to perform its services under this Agreement exceeds the stated fee for the Services, then Consultant shall promptly notify the Client regarding the need for additional Services. Upon notification and in the absence of a written objection, Consultant shall be entitled to additional compensation for the additional Services and to an extension of time for completion of additional Services absent written objection by Client.
2. Additional Services, including delivery of documents, CAD files, or information not expressly included as deliverables, shall be billed in accord with agreed upon rates, or if not addressed, then at Consultant's standard rates.

D. Suspension and Termination

1. If Consultant's services are delayed or suspended in whole or in part by Client, or if Consultant's services are delayed by actions or inactions of others for more than 60 days through no fault of Consultant, then Consultant shall be entitled to either terminate its agreement upon seven days written notice or, at its option, accept an equitable adjustment of compensation provided for elsewhere in this Agreement to reflect costs incurred by Consultant.
2. This Agreement may be terminated by either party upon seven days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination.
3. This Agreement may be terminated by either party upon thirty days' written notice without cause. All provisions of this Agreement allocating responsibility or liability between the Client and Consultant shall survive the completion of the Services hereunder and/or the termination of this Agreement.
4. In the event of termination, Consultant shall be compensated for Services performed prior to termination date, including charges for expenses and equipment costs then due and all termination expenses.

SECTION II – CLIENT RESPONSIBILITIES

A. General

1. The Client shall, in proper time and sequence and where appropriate to the Project, at no expense to Consultant, provide full information as to Client's requirements for the Services provided by Consultant and access to all public and private lands required for Consultant to perform its Services.

2. The Consultant is not a municipal advisor and therefore Client shall provide its own legal, accounting, financial and insurance counseling, and other special services as may be required for the Project. Client shall provide to Consultant all data (and professional interpretations thereof) prepared by or services performed by others pertinent to Consultant's Services, such as previous reports; sub-surface explorations; laboratory tests and inspection of samples; environmental assessment and impact statements, surveys, property descriptions; zoning; deed; and other land use restrictions; as-built drawings; and electronic data base and maps. The costs associated with correcting, creating or recreating any data that is provided by the Client that contains inaccurate or unusable information shall be the responsibility of the Client.
3. Client shall provide prompt written notice to Consultant whenever the Client observes or otherwise becomes aware of any changes in the Project or any defect in Consultant's Services. Client shall promptly examine all studies, reports, sketches, opinions of construction costs, specifications, drawings, proposals, change orders, supplemental agreements, and other documents presented by Consultant and render the necessary decisions and instructions so that Consultant may provide Services in a timely manner.
4. Client shall require all utilities with facilities within the Project site to locate and mark said utilities upon request, relocate and/or protect said utilities to accommodate work of the Project, submit a schedule of the necessary relocation/protection activities to the Client for review, and comply with agreed upon schedule. Consultant shall not be liable for damages which arise out of Consultant's reasonable reliance on the information or services furnished by utilities to Client or others hired by Client.
5. Consultant shall be entitled to rely on the accuracy and completeness of information or services furnished by the Client or others employed by the Client and shall not be liable for damages arising from reasonable reliance on such materials. Consultant shall promptly notify the Client if Consultant discovers that any information or services furnished by the Client is in error or is inadequate for its purpose.
6. Client agrees to reasonably cooperate, when requested, to assist Consultant with the investigation and addressing of any complaints made by Consultant's employees related to inappropriate or unwelcomed actions by Client or Client's employees or agents. This shall include, but not be limited to, providing access to Client's employees for Consultant's investigation, attendance at hearings, responding to inquiries and providing full access to Client files and information related to Consultant's employees, if any. Client agrees that Consultant retains the absolute right to remove any of its employees from Client's facilities if Consultant, in its sole discretion, determines such removal is advisable. Consultant, likewise, agrees to reasonably cooperate with Client with respect to the foregoing in connection with any complaints made by Client's employees.
7. Client acknowledges that Consultant has expended significant effort and expense in training and developing Consultant's employees. Therefore, during the term of this Agreement and for a period of two years after the termination of this Agreement or the completion of the Services under this Agreement, whichever is longer, Client shall not directly or indirectly: (1) hire, solicit or encourage any employee of Consultant to leave the employ of Consultant; (2) hire, solicit or encourage any consultant or independent contractor to cease work with Consultant; or (3) circumvent Consultant by conducting business directly with its employees. The two-year period set forth in this section shall be extended commensurately with any amount of time during which Client has violated its terms.

SECTION III – PAYMENTS

A. Invoices

1. Undisputed portions of invoices are due and payable within 30 days. Client must notify Consultant in writing of any disputed items within 15 days from receipt of invoice. Amounts due Consultant will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) for invoices 30 days past due. Consultant reserves the right to retain Services or deliverables until all invoices are paid in full. Consultant will not be liable for any claims of loss, delay, or damage by Client for reason of withholding Services, deliverables, or Instruments of Service until all invoices are paid in full. Consultant shall be entitled to recover all reasonable

- costs and disbursements, including reasonable attorney's fees, incurred in connection with collecting amounts owed by Client.
- Should taxes, fees or costs be imposed, they shall be in addition to Consultant's agreed upon compensation.
 - Notwithstanding anything to the contrary herein, Consultant may pursue collection of past due invoices without the necessity of any mediation proceedings.

SECTION IV – GENERAL CONSIDERATIONS

A. Standards of Performance

- The standard of care for all professional engineering and related services performed or furnished by Consultant under this Agreement will be the care and skill ordinarily exercised by members of Consultant's profession practicing under similar circumstances at the same time and in the same locality. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with its Services.
- Consultant neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the work in accordance with its construction contract or the construction documents prepared by Consultant. Client acknowledges Consultant will not direct, supervise or control the work of construction contractors or their subcontractors at the site or otherwise. Consultant shall have no authority over or responsibility for the contractor's acts or omissions, nor for its means, methods, or procedures of construction. Consultant's Services do not include review or evaluation of the Client's, contractor's or subcontractor's safety measures, or job site safety or furnishing or performing any of the Contractor's work.
- Consultant's Opinions of Probable Construction Cost are provided if agreed upon in writing and made on the basis of Consultant's experience and qualifications. Consultant has no control over the cost of labor, materials, equipment or service furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions. Consultant cannot and does not guarantee that proposals, bids or actual construction cost will not vary from Opinions of Probable Construction Cost prepared by Consultant. If Client wishes greater assurance as to construction costs, Client shall employ an independent cost estimator.

B. Indemnity for Environmental Issues

- Consultant is not a user, generator, handler, operator, arranger, storer, transporter, or disposer of hazardous or toxic substances. Therefore the Client agrees to hold harmless, indemnify, and defend Consultant and Consultant's officers, directors, subconsultant(s), employees and agents from and against any and all claims; losses; damages; liability; and costs, including but not limited to costs of defense, arising out of or in any way connected with, the presence, discharge, release, or escape of hazardous or toxic substances, pollutants or contaminants of any kind at the site.

C. Limitations on Liability

- The Client hereby agrees that to the fullest extent permitted by law, Consultant's total liability to the Client for all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to the Project or this Agreement from any cause or causes including, but not limited to, Consultant's negligence, errors, omissions, strict liability, breach of contract or breach of warranty shall not exceed five hundred thousand dollars (\$500,000). In the event Client desires limits of liability in excess of those provided in this paragraph, Client shall advise Consultant in writing and agree that Consultant's fee shall increase by 1% for each additional five hundred thousand dollars of liability limits, up to a maximum limit of liability of five million dollars (\$5,000,000).
- Neither Party shall be liable to the other for consequential damages, including without limitation lost rentals; increased rental expenses; loss of use; loss of income; lost profit, financing, business, or reputation; and loss of management or employee productivity, incurred by one another or their subsidiaries or successors, regardless of whether such damages are foreseeable and are caused by breach of contract, willful misconduct, negligent act or omission, or other wrongful act of either of them. Consultant expressly disclaims any duty to defend Client for any alleged actions or damages.
- It is intended by the parties to this Agreement that Consultant's Services shall not subject Consultant's employees, officers or directors to any personal legal exposure for the risks associated with this Agreement. The Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or

asserted only against Consultant, and not against any of Consultant's individual employees, officers or directors, and Client knowingly waives all such claims against Consultant individual employees, officers or directors.

- Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued, and the applicable statutes of limitations shall commence to run, not later than either the date of Substantial Completion for acts or failures to act occurring prior to substantial completion or the date of issuance of the final invoice for acts or failures to act occurring after Substantial Completion. In no event shall such statutes of limitations commence to run any later than the date when the Services are substantially completed.

D. Assignment

- Neither party to this Agreement shall transfer, sublet or assign any rights under, or interests in, this Agreement or claims based on this Agreement without the prior written consent of the other party. Any assignment in violation of this subsection shall be null and void.

E. Dispute Resolution

- Any dispute between Client and Consultant arising out of or relating to this Agreement or the Services (except for unpaid invoices which are governed by Section III) shall be submitted to mediation as a precondition to litigation unless the parties mutually agree otherwise. Mediation shall occur within 60 days of a written demand for mediation unless Consultant and Client mutually agree otherwise.
- Any dispute not settled through mediation shall be settled through litigation in the state and county where the Project at issue is located.

SECTION V – INTELLECTUAL PROPERTY

A. Proprietary Information

- All documents, including reports, drawings, calculations, specifications, CAD materials, computers software or hardware or other work product prepared by Consultant pursuant to this Agreement are Consultant's Instruments of Service ("Instruments of Service"). Consultant retains all ownership interests in Instruments of Service, including all available copyrights.
- Notwithstanding anything to the contrary, Consultant shall retain all of its rights in its proprietary information including without limitation its methodologies and methods of analysis, ideas, concepts, expressions, inventions, know how, methods, techniques, skills, knowledge, and experience possessed by Consultant prior to, or acquired by Consultant during, the performance of this Agreement and the same shall not be deemed to be work product or work for hire and Consultant shall not be restricted in any way with respect thereto. Consultant shall retain full rights to electronic data and the drawings, specifications, including those in electronic form, prepared by Consultant and its subconsultants and the right to reuse component information contained in them in the normal course of Consultant's professional activities.

B. Client Use of Instruments of Service

- Provided that Consultant has been paid in full for its Services, Client shall have the right in the form of a nonexclusive license to use Instruments of Service delivered to Client exclusively for purposes of constructing, using, maintaining, altering and adding to the Project. Consultant shall be deemed to be the author of such Instruments of Service, electronic data or documents, and shall be given appropriate credit in any public display of such Instruments of Service.
- Records requests or requests for additional copies of Instruments of Services outside of the scope of Services, including subpoenas directed from or on behalf of Client are available to Client subject to Consultant's current rate schedule. Consultant shall not be required to provide CAD files or documents unless specifically agreed to in writing as part of this Agreement.

C. Reuse of Documents

- All Instruments of Service prepared by Consultant pursuant to this Agreement are not intended or represented to be suitable for reuse by the Client or others on extensions of the Project or on any other Project. Any reuse of the Instruments of Service without written consent or adaptation by Consultant for the specific purpose intended will be at the Client's sole risk and without liability or legal exposure to Consultant; and the Client shall release Consultant from all claims arising from such use. Client shall also defend, indemnify, and hold harmless Consultant from all claims, damages, losses, and expenses including attorneys' fees arising out of or resulting from reuse of Consultant documents without written consent.



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EXHIBIT 1 SCOPE OF WORK AND SCHEDULE

February 4, 2025

RE: City of Chatfield
WWTF Facilities Plan
SEH No. CHATF 182957 14.00

Brian Burkholder
Public Works Director
City of Chatfield
21 Second Street SE
Chatfield, MN 55923

Dear Mr. Burkholder:

Thank you for the opportunity to submit this proposal letter for providing engineering services related to the preparation of a Facilities Plan for the City of Chatfield wastewater treatment facility (WWTF) and assist with funding applications for the project.

PROJECT BACKGROUND

The City of Chatfield WWTF was last upgraded in the mid-2000's, which means the facility is almost 20 years old. In addition to the age of the equipment nearing its useful life, new limits for Total Phosphorus (TP) and Total Nitrogen (TN) are expected to be included in the facility's next NPDES permit. The existing facility is not capable of meeting both TP and TN limits and will require some modifications and/or additional processes to meet the anticipated limits. The operations staff at the WWTF have been trying different operational strategies that have resulted in some success in reducing both TP and TN, but not both at the same time.

While staff is planning for major improvements at the WWTF to occur in five years, the planning and funding process for projects like this can take years. The City is being proactive and is considering starting the planning process now by preparing a Facilities Plan for the WWTF. The Facilities Plan is a required document for most funding opportunities including Clean Water Revolving Fund (CWRP) and Point Source Implementation Grant (PSIG). A Facilities Plan will look at projected flows and loads for a 20-year planning period, age and condition of the existing equipment and structures, and preliminary effluent limits provided by the Minnesota Pollution Control Agency (MPCA) in order to develop alternatives to consider for meeting the needs of the facility. The alternatives will be evaluated, and cost estimates will be prepared to determine which alternative is the best fit. The cost estimates can then be used by the City in funding applications and grant requests, as well as planning for other funding resources, such as sewer rates, to pay for the project.

While the Facilities Plan is being developed, the search for funding and submittal of funding requests can begin. In addition to CWRP and PSIG funding programs mentioned above, funding can be sought from the State of Minnesota through a bonding bill appropriation and the Federal Government in the form of congressionally directed spending, also known as an earmark. All of these funding programs require submittal of requests or applications to be considered.

Engineers | Architects | Planners | Scientists

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With the intention of starting the Facilities Plan and the search for funding as soon as possible, the following strategy is proposed:

1. Request placement on the Project Priority List (PPL) before March 7 (deadline for FY26 funding cycle). The PPL does not obligate the City to do a project but provides the State a list of projects that are seeking funding and the cost of the project. Placement on the PPL is strongly encouraged for funding requests and will be needed to award funding.
2. Begin the Facilities Plan for the WWTF. The process of preparing a Facilities Plan with all of the required components typically takes 6 months. The Facilities Plan must be reviewed and approved by MPCA.
3. While the Facilities Plan is under way, submittal of funding requests and the search for other funding opportunities can get started as well. The Minnesota Legislative session has just started and requests for bonding bill dollars can be submitted now. Requests for congressionally direct spending can also be prepared and are typically submitted in February.

Below you will find a detailed scope of work for the Facilities Plan and for Funding Assistance.

FACILITIES PLAN SCOPE OF WORK

SEH proposes the following work scope for preparing a Facilities Plan for the City of Chatfield Wastewater Treatment Facility. All of the items in the scope are required to be part of the Facilities Plan in accordance with Minnesota Statute.

Existing Conditions

1. Describe existing treatment system.
2. Provide a wastewater treatment facility site map including surrounding features.
3. Evaluate design and treatment capacity of existing treatment plant processes and facilities and biosolids processing and disposal. Discuss performance of existing treatment facilities as related to current effluent standards and Minnesota Rules Chapter 7041 for biosolids.
4. Analyze existing residential and non-residential flows using water records provided by the City and compare those flows to the metered wastewater flows at the WWTF.
5. A cursory evaluation of infiltration/inflow (I/I) is required by the Minnesota State Statute 7077.0272 for facility planning purposes. It is understood the City does not currently have significant I&I issues and this evaluation should confirm that.
6. Determine current wastewater influent suspended solids, BOD, ammonia nitrogen, phosphorous, and Total Kjeldahl Nitrogen (TKN) loads based on existing records. Compare current loads to expected loads based on typical per capita waste contributions.

Future Conditions

1. Describe the planning area and indicate on a USGS map.
2. The MPCA under Minnesota Rules Chapter 7077 requires evaluation of treatment alternatives capable of meeting the applicable effluent, water quality, and public health requirements for 20 years.

The population within the planning area must be projected over the 20-year planning period to the year 2049. This is 20 years after 2029, which is the earliest anticipated year to initiate operation of an improved facility.

It is also proposed that City staff contact local industries or significant users, if any exist, regarding current and future potential wastewater contributions. The City needs to obtain a letter of intent from the industries for any expansion.

3. Project future residential and non-residential flows for the years 2049. These projections will be based on population projections as furnished by the City or using the State Demographic Center data. Flows will be presented in the methodology and on forms required by the MPCA and will be estimated for average dry weather, average wet weather, peak hourly wet weather, and peak instantaneous wet weather flow conditions.
4. Project future residential and non-residential BOD, suspended solids, ammonia-nitrogen, phosphorous, and TKN loads for the year 2049. Design loading will be done in the methodology and on the forms requested by the MPCA.
5. Request preliminary effluent limits from the MPCA. SEH will prepare the preliminary effluent limit application. The MPCA fee for this request is \$1,550 which shall be paid directly from the City to the MPCA and is not included in this scope of work.

Process WWTF Alternative Analysis

The Alternatives Analysis will look at in-kind equipment replacement and structure improvements due to age and condition as well as process alternatives for meeting preliminary effluent limits provided by the MPCA. Process alternatives may include modification to existing structures and/or addition of new structures and equipment. It is anticipated that the preliminary effluent limits will include limits for total phosphorus and total nitrogen. Below is a list of the structures or processes and improvements to be considered in the Facilities Plan. Please note that references to replacement below will be part of a high-level condition assessment of all infrastructure and whether there is a need for replacement will be clearly defined in the Facilities Plan.

1. Headworks Building
 - a. Equipment replacement including screening, compactor, grit removal, grit classifier, pumping
 - b. Building improvements including roof, lighting, doors, HVAC
 - c. Replacement of piping and valves as needed
 - d. Coatings for wetwell
2. Equalization
 - a. Add equalization to provide more steady, consistent flow to secondary treatment for better biological nutrient removal
 - b. Consider having plant return flows, including the filtrate from the reed beds, go to an equalization basin to temper slug loads, especially during rain events
3. Oxidation Ditch
 - a. Equipment replacement including aeration system and instrumentation (DO, ORP)
 - b. Separate aeration and mixing systems (currently both provided by diffused aeration)
 - c. Evaluate both biological and chemical phosphorus removal and biological nitrogen removal (will develop up to three alternatives to achieve TP and TN removal)
 - d. Add chemical feed system for phosphorus removal (will be needed whether it's the main treatment process for total phosphorus or a polishing/back-up system)
 - e. Protection from freezing; current tanks are open top and experience freezing in winter

- f. Replacement of piping and valves as needed
 - g. Coatings for tank walls
- 4. Secondary Clarifiers & Sludge Pumping
 - a. Equipment replacement including clarifier mechanisms, covers, sludge pumps, weir cleaners
 - b. Replacement of piping and valves as needed
 - c. Coatings for clarifier tanks
- 5. Ultraviolet Disinfection
 - a. Replacement of equipment including UV disinfection
 - b. Replacement of piping and valves as needed
 - c. Bypass valve is broken and needs to be replaced
 - d. Coatings for effluent disinfection channel
- 6. Aerobic Digesters
 - a. Replacement of equipment including blowers, diffusers, covers
 - b. Add cover to second aerobic digester to prevent freezing
 - c. Replacement of piping and valves as needed, including automated valves
 - d. Coatings for digester tanks
- 7. Reed Beds
 - a. Use non-invasive reeds when re-planting is needed (generally after sludge removal)
 - b. Replacement of piping and valves as needed
 - c. Reduce slug loads of phosphorus in red bed filtrate
 - d. Replace with sludge dewatering and land application or landfilling
 - e. Consider U of M recommendations for existing reed beds
- 8. Power/Electrical/Instrumentation
 - a. Upgrade electrical systems
 - b. Replace back-up generator (existing is old, but low hours)
 - c. SCADA was recently updated
 - d. Update VFDs
 - e. Update flow measurement instrumentation
- 9. Flood Elevation – Berms
 - a. Add valves to storm drains at flood berms
- 10. All Buildings – General
 - a. Replacement of roofs, doors, HVAC
 - b. Repair or replace exterior of buildings

11. Additional Storage

- a. Add new storage – consider both cold storage and heated storage
- b. Consider separate structure and attachment to existing garage

12. Site Improvements

- a. Replacement of and addition to fencing around the perimeter of the WWTF site. Additional fencing may be needed if additional tankage is determined during alternatives analysis.

Other Information Required for WWTF Facilities Plans

1. Review recommended wastewater treatment plant reliability in accordance with published MPCA Reliability Guidelines.
2. Completion of CWRP Cost and Effectiveness Forms.
3. Complete an Environmental Information Worksheet (EIW) and Section 106 Review as required by MPCA. This includes a review by a Natural Resource scientist for cursory review and identification potential environmental impacts based on project activities and possible permits needed. Please note that a more detailed Environmental Assessment Worksheet (EAW) is required if the plant capacity will increase by 50% or more. An EAW is not anticipated and is not included in this scope of work. If any additional environmental review is required due to award of a grant, such as a Federal earmark, it would be considered additional work and is not included in this proposal.
4. Prepare a projected timeline for the project design, MPCA review and approval, advertising and bidding, construction, and obtaining start-up/operation.

Cost Analysis

1. Estimate capital and operation and maintenance costs of the treatment facility alternatives and biosolids alternatives.
2. Develop a present worth cost analysis incorporating capital cost, operation and maintenance costs, and salvage values. The present worth analysis will be applied to the treatment process alternatives per MPCA requirements.
3. Review existing annual sewer service rates and estimate changes based on proposed capital improvements. This is not considered a rate study, but will provide an estimated impact on current sewer rates for several funding scenarios. A proper rate study is recommended during the design phase when the cost estimates are more focused.
4. Discuss opportunities for funding, including, but not limited to, Public Facilities Authority (PFA) low interest loans, the Point Source Implementation Grant (PSIG), Green Project Reserve (GPR) grant funds, and funding opportunities for water reuse.

Informational Meetings

1. Meet with City and staff to discuss the Facilities Plan. This proposal includes up to four (4) meetings with staff to discuss the Facilities Plan. Two (2) in-person meetings and two (2) virtual meetings are included in this proposal.
2. Following City authorization, SEH will submit the Facilities Plan to the MPCA for review and approval.
3. Meet with agency staff to discuss project details and respond to their comments. One (1) virtual meeting is included in this proposal.
4. Assist City in conducting a public hearing. A Public Hearing is required as part of the Facilities Plan.

FUNDING ASSISTANCE SCOPE OF WORK

SEH proposes the following work scope to assist the City of Chatfield with funding applications and funding requests for a project at the WWTF. The following are the anticipated funding opportunities SEH will assist the City with pursuing.

League of Minnesota Cities (LMC) Grant Application

SEH will assist in preparing an application for the Client to submit to the League of Minnesota Cities. The following will be included with this work

- Assisting in writing, reviewing and submitting a League of Minnesota Cities (LMC) Grant Navigator application. This assistance would be provided by SEH at **no cost to the City**.
- The LMC would be in the amount up to \$5,000. You would be notified within 30 days of submittal and receive the grant dollars soon after.
- You will be responsible for completing a resolution in support of the LMC grant application.
- The Grant Navigator award of \$5,000 would be used to have SEH complete the additional infrastructure project grant applications listed below.

State Bonding Bill Application

- Preparation and submittal of one state bonding bill application to assist in funding the Client's proposed infrastructure project.

Congressionally Directed Spending (CDS/Earmark) Application

SEH will write and prepare a CDS application to a Congressional member's office. The following will be included with this work:

- Correspond with Congressional members offices to understand the local CDS application process.
- SEH will gather information to complete the application including project information and project details, and as well as supporting information to be included with the application.
- SEH will provide a template letter of support which will be available to the City of Chatfield. The City will coordinate letters of support and provide completed letters to SEH to include with the application.
- Complete the CDS application in early Spring 2025.

Public Facility Authority (PFA) Requests

- Prepare and submit forms to request proposed infrastructure project on the Project Priority List (PPL) which is due by March 7, 2025.
- Preparation and submittal requesting your infrastructure project be listed on the Intended Use Plan (IUP) with the Minnesota Public Facilities Authority.

Point Source Implementation Grant (PSIG) Application

- Preparation of one PSIG funding application for your proposed project, including the justification of grant eligible items.
- Applications are due in July 2025.

Technical Advising/Lobbying Assistance

- Provide technical advising assistance and outreach to state/local legislators to help position your infrastructure project for grant approvals/awards.

Excluded Tasks

The following tasks are not included in the Scope of Work:

1. Design, bidding, and construction related services.
2. Performing hydrogeological studies or soil borings.
3. Conducting archaeological and historical surveys.
4. Conducting a site survey to identify boundary of the 100-year flood elevation if this data is not readily available.
5. Performing property surveys.
6. Advertising for a public hearing and paying related publication costs. SEH will prepare the Notice for the Public Hearing.
7. Contacting industries for future growth and expansion plans.
8. Developing treatment agreements with major contributing industries.
9. Cost of various agency (DNR, historical society, MPCA, etc.) fees for reviews involved with requesting preliminary effluent limits and preparing the environmental information worksheet (EIW) or Section 106 Review.
10. Preparing an Environmental Assessment Worksheet (EAW) or Antidegradation Review. Neither of these are anticipated for this Facilities Plan.
11. Any accounting, financial advisor, bond counsel, or legal fees.
12. Grant administration costs and expenses (after grant is awarded).
13. NPDES permit applications (reissuance or modification).
14. Rate study for any alternatives presented in the Facilities Plan.

City Requirements

The City responsibilities will be as follows:

1. Contact industries for future growth and expansion plans.
2. Advertise for public hearing and pay related publication expenses. SEH will prepare the Notice for the Public Hearing.
3. Cost of various agency (DNR, historical society, MPCA, etc.) fees for reviews involved with requesting the preliminary effluent limits and preparing the environmental information worksheet (EIW).
4. Review of facility planning documents and participation in the public hearing.

SEH will need the following data and information from the City prior to preparing the Facility Plan:

1. Plans of the existing wastewater treatment systems, including any recent upgrades.
2. Projected wastewater flows and loads from industries.

3. Three years of water use data broken down by quarter and classification.
4. Three years of Daily Monitoring Reports (DMRs) for influent flow, BOD, TSS, ammonia nitrogen/nitrates, total phosphorous, and TKN data.
5. Selected flow monitoring charts and/or data related to past and current I/I reduction efforts to be used in the cursory I/I analysis and in estimating flow peaking factors.
6. Biosolids quantities and characteristics for the past three years.
7. Wastewater operating records – expenses and revenue summaries for the past three years.
8. Current user fees and sewer access charges (SAC).
9. A copy of the current sewer use ordinance.
10. A copy of any significant industrial user agreements with industries.
11. Minutes and attendance roster from the public hearing.

FEE

The hourly estimated fee is subject to a not-to-exceed amount of \$74,700 including expenses. Details for the hourly payment method will be set forth in the agreement documents.

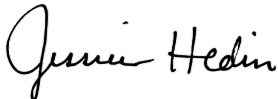
SCHEDULE

SEH proposes to complete the facility plan within 24 weeks of receiving a signed agreement from the City of Chatfield and receiving requested data necessary to prepare the Facilities Plan. The estimated fee in the Letter Agreement is based on receiving an executed proposal and requested data by February 28, 2025.

We look forward to working with the City of Chatfield on this project. If you should have any questions, please contact Jessica Hedin directly at 612.247.2768. Thank you.

Sincerely,

SHORT ELLIOTT HENDRICKSON INC.



Jessica Hedin, PE
Project Manager
(Lic. MN, SD)

dmk

c: Steven Schlichter – City of Chatfield
Michele Peterson – City of Chatfield
Tim Korby – SEH

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