

# <u>CITY OF CHATFIELD PUBLIC WORKS COMMITTEE</u> <u>AGENDA</u>

# <u>City Council Chambers - 21 SE Second Street, Chatfield, MN 55923</u> <u>April 14, 2025, 5:30 P.M.</u>

#### A. Minutes

1. March 10, 2025 Public Works Meeting Minutes

#### B. Public Works Director Report

- 1. Bucket Truck Repair Update Update of needed repairs.
- 2. Toolcat, Blower, and Broom Replacement Consider options for equipment replacement.
- 3. Snowplow Blade Repair/Replacement Update on repairs.
- 4. 2026 Mill and Overlay Project Design and Observation Quote Consider recommendation to Council to accept the quote from Widseth Engineering.

#### C. Other Items

- 2025 Pump Inspections
   Information only, no action to be taken.
- 2. Biosolids PFAS Strategy Information only, no action to be taken.
- Old Territorial Road Signs Request
   Consider recommendation for the installation of two signs.
- 4. After hours Utility calls
  Consider options for a call center service.



Meeting Date: April 14, 2025

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Agenda Item: March 10, 2025 Public Works	Meeting Minutes
Subject   Summary: Minutes from the previous	ous meeting.
Agenda Category: Minutes	Submitted By: Michele Peterson
Recommended Motion:	
Community Engagement and Outreach:	
FISCAL IMPACT:	
Am	nount:
Ongoing	Cost:
One-Time	Cost:
Included in Current Bud	dget?:
FISCAL DETAILS:	
Fund Name(s) (Operations   Ca	pital):
Account	Code:
Background:	
Attachments:	
2025 02 10 P 11' W 1 N 4 16	

2025.03.10 Public Works Notes.pdf



#### **Public Works Committee Meeting Notes**

March 10, 2025

**Members Present:** Councilors Mike Urban and Paul Novotny

Members Absent: None

Others Present: Brian Burkholder, Steven Schlichter, Ryan Priebe, Tim Korby, Larry Van

Hout, and Michele Peterson

#### A. Minutes

1. Meeting minutes from the February 10, 2025, meeting were reviewed with no amendments suggested.

#### **B.** Public Works Director Report

- 1. Bucket Truck Repair Update: Public Works Director Burkholder was able to identify a certified welder, Custom Power Coating, the repairs are scheduled to be completed this week. Burkholder is still looking to replace the liner for the bucket.
- 2. Water Truck Replacement: Although there is still a 2006 model available, staff recommendation is to look for something newer. Discussion to be continued.
- 3. Toolcat, Blower, and Broom Replacement: Director Burkholder will acquire quotes for the equipment to be replaced. Discussion to be continued.
- 4. Snowplow Blade Repair/Replacement: An insurance claim has been filed for the damage to the truck. The truck repairs will be done at Universal. In addition, the rear tires will also need to be replaced. The insurance adjuster has inspected the vehicle and has recommended that the repairs be completed, we should then submit the invoices for the repairs to the adjuster.

#### C. Other Items

- Wastewater Treatment Facility Plan: Sewer Superintendent Steven Schlichter recommended pausing on the discussion, and instead focus on the Water Tank Replacement Project. Schlichter suggested also that the discussion be brought back in six months with an updated RFP created. Members approved the recommendation, discussion will be continued.
- 2. Water Tank Replacement Project: Members reviewed a proposal from SEH to create a Water Tank Replacement Tech Memo and Funding Assistance at a total cost of \$12,000. Members also heard discussion from Widseth Engineering and reviewed a previous submittal for the PPL. After much discussion members suggested that the contract be brought to Council tonight with the recommendation to approve.

#### D. Miscellaneous

1. Vac Truck Tire Replacement: Staff have identified that the tires on the truck need to be replaced at an estimated cost of \$1,700. Members noted approval of the expenditure.



Meeting Date: April 14, 2025

Agenda Item: Bucket Truck Repair Update	
Subject   Summary:	
Agenda Category:	Submitted By: Michele Peterson
Recommended Motion: Update of needed repairs	5.
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:	
2025 3-4 Rucket Truck Repair Undate ndf	

2025 3-4 Bucket Truck Repair Update.pdf

#### INTEROFFICE MEMORANDUM

TO:

Public Works Committee

FROM:

Brian Burkholder, SCS

**SUBJECT:** 

Bucket Truck Update

DATE:

3/4/2025

**Action Requested**: To update the committee on the repairs needed on the bucket truck to pass inspection.

**Background:** The bucket truck was inspected on 2/6. 2 items were found that required to take the truck out of service.

- 1. Class 1 Defect-Truck Frame: Found crack at passenger side outrigger mounting, marked. I have been looking for a certified welder in the area to complete the work. Couple were no longer certified, and another would not come from, Red Wing. A recommendation was Custom Coating in Minnesota City. His certification lapsed in 12/24 but has since been renewed 3/25. Waiting for a copy of certificate before scheduling a time to take down for repairs.
- 2. Class 1 Defect-Dielectric-Basket/liner. Found liner has hole drilled through the bottom. Replace liner. Will look to replace once frame is repaired.

Thank you for your time, Brian Burkholder









Meeting Date: April 14, 2025

Agenda Item: Toolcat, Blower, and Broom Replaceme	ent
Subject   Summary:	
Agenda Category: Su	bmitted By: Michele Peterson
Recommended Motion: Consider options for equipme	ent replacement.
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:	

2025 3-25 Toolcat\_sweeper-blower replacement.pdf

#### INTEROFFICE MEMORANDUM

TO:

Public Works Committee

FROM:

Brian Burkholder, SCS

**SUBJECT:** 

Toolcat-Broom-Snowblower Replacement

DATE:

3/25/2025

**Action Requested**: To consider the trade of our 2022 UW53 Toolcat for a 2025 UW53. Also, to trade and replace our 2015 snow blower and 2019 broom.

**Background:** Our current 2022 AU53 Toolcat is up for replacement in Sept along with the additional warranty. Our 2015 blower and 2019 sweeper are also up for replacement.

I received updated quotes on all 3 and the Toolcat and sweeper fit into our current capital plan except for the blower. The new added tariff costs effect the blower by \$1,585 making it not cost effective at this time. Also \$500 less on trade. I did ask if they could do better but still waiting for a response back.

3 years ago, we ordered in March and did not receive it until Sept. They ordered a few this year ahead of time so have some available without tariff costs knowing that we were up for trading this year. AS in the past, I would purchase the extended warranty to get to 3 years and that would also fit into the plan. I am waiting to hear back on a new updated warranty cost as our current warranty it \$3,000.

My recommendation is to replace the Toolcat and the sweeper and wait on the blower to see what happens with the tariff costs.

Thank you for your time, Brian Burkholder

76,899.16



Customer

Contact

**CITY OF CHATFIELD 601337** 

21 2ND ST SE

CHATFIELD, MN, 55923-1204

Quotation Number: DV1069462 Quote Sent Date: Mar 17, 2025 Expiration Date: Apr 16, 2025 Prepared By: David Vanderzee

Phone: 507-313-8474

Email: dvanderzee@couleebobcat.com

Dealer

Bobcat of the Coulee Region, Inc.,

Dresbach, MN

31465 VETERANS RD

Item Name	Item Number	Quantity	Price Each	Total
Bobcat UW53	M1227	1	76,043.54	76,043.54
Standard Equipment:			,	
Adjustable Vinyl Seats		Falling Object Protective St	ructure (FOPS) - Meets	Requirements
All-Wheel Steer		of SAE-J1043 & ISO3449,		•
Automatically Activated Glow Plugs		Dome Light		
Auxiliary Hydraulics		Interior Trim		
Variable Flow with dual direction detent		Joystick, Manually Controll	led with Lift Arm Float	
High Flow Hydraulics and Attachment Cor	ntrol Kit	Lift Arm Support		
Beverage Holders		Limited Slip Transaxle		
Power Bob-Tach		Parking Brake, automatic		
Boom Float		Power Steering with Tilt Ste	eering Wheel	
Cowl and Cowl Support		Radiator Screen		
Cruise Control		Radio:		
Deluxe Equipment:		AM/FM/Weatherband		
Cab Enclosure with Heater and Air Conc	_	Aux Input & Head Phone	Jacks	
Deluxe Operator Cab (Front Window, Re	ear Window, Front	Lower Engine Cover		
Wipers)		Rear Receiver Hitch		
Deluxe Road Package (back-up alarm, tu			SS	
lights, brake lights, rear view mirror, side	e mirrors, horn, rear	Spark Arrestor Muffler		
work light, and headlights)		Storage Bins		
Engine and Hydraulic Monitor with Shutdo	wn	Suspension, 4-wheel indepe		
Front Work Lights		Tires: 27 x 10.5-15 (8 ply),		
Full-time Four-Wheel Drive		Toolcat Interlock Control Sy	ystem (TICS)	
Horsepower Management		Two-Speed Transmission		
Speed Management		Traction Control		
Instrumentation: Standard 5" Display with I		Machine Warranty: 12 Mon		
Temperature and Fuel Gauges, Hour meter,		Bobcat Engine Warranty: A		total of 2000
Indicators. Includes maintenance interval no		hours after initial 12 month	warranty	
display, job codes, quick start, and security	lockouts.			
Heavy Duty Battery	iald DTO Task amataw			
PTO Package (rear PTO-540 RPM, PTO Sh				
Three-Point Hitch Package (Three-Point, de Rear Remote Package (One set of poppet-st				
with implement hydraulics)	yle couplers, for use			
Roll Over Protective Structure (ROPS) - Mo	ate Paguiramente of			
SAE-J1040 & ISO 3471	sets Requirements of			
29 X 10.5 Trac Tire	M1227-R05-C04	1	569.21	569.21
Electrical & Lighting - Strobe Light Kit	7424783	1	161.97	161.97
Protection - Lower Debris Guard	7134486	1	124.44	124.44

Total for Bobcat UW53

Quote Total - USD	15,000.00
Taxes	0.00
Sales total before Taxes	15,000.00
UW53 TRADE	-64,504.68
Discount	
Dealer Assembly Charges	303.75
Freight Charges	975.00
Tariff Surcharge	1,176.77
Dealer P.D.I.	150.00
Quote Total - USD	76,899.16

2024 Que - \$	5,000	Capital Plan - \$18,928
Customer acceptance: Quotation Number:: DV1069462	Purchase Order:	
Authorized Signature:  Print:	Sign:	
Date: Email:		Tax Exempt: Y \( \to \) / N \( \to \)



Customer CITY OF CHATFIELD 601337 21 2ND ST SE CHATFIELD, MN, 55923-1204 Contact

Quotation Number: DV1069310 Quote Sent Date: Mar 17, 2025 Expiration Date: Apr 16, 2025 Prepared By: David Vanderzee

Phone: 507-313-8474

Email: dvanderzee@couleebobcat.com

Dealer

Bobcat of the Coulee Region, Inc.,

Dresbach, MN

31465 VETERANS RD

Item Name	Item Number	Quantity	Price Each	Total
68" Angle Broom	7337703	1	7,794.00	7,794.00
	Total for 68" Angle	Broom	•	7,794.00
		Quote Total - USD		7,794.00
		Dealer P.D.I.		50.00
		Tariff Surcharge		94.78
		Destination Charges		219.00
		Charges		
		TARIFF CHARGE		88.85
		Discount		
		GOV DISCOUNT		-1,870.56
		68" USED BROOM		-3,200.00
		Sales total before Taxes		3,176.07
		Taxes		0.00
		<b>Quote Total - USD</b>		3,176.07

		Capital Pla	0-2979
Customer acceptance: Quotation Number:: DV1069310	Purchase Order:	· 	
Authorized Signature:			
Print:	Sign:		
Date:Email:		Tax Exemp	ot: Y 🗆 / N 🗅



Customer CITY OF CHATFIELD 601337 -CHATFIELD - MN 21 2ND ST SE CHATFIELD, MN, 55923-1204 Contact

Quotation Number: DV1069280 Quote Sent Date: Mar 17, 2025 Expiration Date: Apr 16, 2025 Prepared By: David Vanderzee

Phone: 507-313-8474

Email: dvanderzee@couleebobcat.com

Dealer

Bobcat of the Coulee Region, Inc.,

Dresbach, MN

31465 VETERANS RD

Item Name	Item Number	Quantity	Price Each	Total
Snow Blower 32X74	M7045	1	7,427.00	7,427.00
MOTOR PACKAGE 130CC (22-28 gpm)	M7045-R01-C03	1	1,094.00	1,094.00
	Total for Snow Blov	wer 32X74	Ţ ,	8,521.00
		Quote Total - USD		8,521.00
		Dealer P.D.I.		50.00
		Tariff Surcharge		1,514.74
		Destination Charges		223.00
		Charges		
		TARIFF FEE		71.46
		Discount		
		GOV DISCOUNT		-2,045.04
		72" SNOW BLOWER TRADE	45	-3,500.00
		Sales total before Taxes		4,835.16
		Taxes		0.00
		Quote Total - USD		4,835.16

3/12	2024 quote -2,749.	Capital Plan 93,120
Customer acceptance: Quotation Number:: DV1069280	Purchase Order:	
Authorized Signature:		Q <sub>1</sub> /2
Print:	Sign:	
Date: Email:		Tax Exempt: Y \(\sigma\) / N \(\sigma\)



Prepared By **David Vanderzee** Phone: 507-313-8474

Email: dvanderzee@couleebobcat.com

**Product Quotation** 

Quotation Number: **DV396303** Quote Sent Date: **Mar 12, 2024** Expiration Date: **Apr 11, 2024** 

Customer

CITY OF CHATFIELD 601337 - CHATFIELD - MN

21 2ND ST SE

CHATFIELD, MN, 55923-1204

Contact

Dealer

Bobcat of the Coulee Region, Inc., Dresbach, MN

Item Name	Item Number	Quantity	Price Each	Total
Snow Blower 32X74	M7045	1	7,427.00	7,427.00
MOTOR PACKAGE 130CC (22-28 gpm)	M7045-R01-C03	1	1,094.00	1,094.00
	Total for Snow Blov	wer 32X74	,	8,521.00
		Quote Total - USD		8,521.00
		Dealer P.D.I.		50.00
		Destination Charges		223.00
		Discount		
		GOV DISCOUNT		-2,045.04
		72" SNOW BLOWER TRADE		-4,000.00
		Sales total before Taxes		2,748.96
		Taxes		0.00
		<b>Quote Total - USD</b>		2,748.96

Customer Acceptance: Quotation Number: DV396303	Purchase Order:	
Authorized Signature:		
Print:	Sign:	
Date: Email:	Tax	Exempt: Y□/N□



Meeting Date: April 14, 2025

Agenda Item: Snowplow Blade Repair/Replaceme	ent
Subject   Summary:	
Agenda Category:	Submitted By: Michele Peterson
Recommended Motion: Update on repairs.	
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:	



Meeting Date: April 14, 2025

THECHOSENVALLEY	Meeting Date: April 14, 2025
Agenda Item: 2026 Mill a	nd Overlay Project - Design and Observation Quote
Subject   Summary:	
Agenda Category:	Submitted By: Michele Peterson
Recommended Motion: Engineering.	Consider recommendation to Council to accept the quote from Widseth
Community Engagement	and Outreach:
FISCAL IMPACT:	
	Amount:
	Ongoing Cost :
	One-Time Cost :
Includ	led in Current Budget?:
FISCAL DETAILS:	
Fund Name(s	) (Operations   Capital):
	Account Code:
Background:	
Attachments:	

2026 Mill and Overlay Project - Design and Observation.pdf

March 24, 2025



City of Chatfield
Attn: Brian Burkholder, Public Works Director
21 Second Street SE
Chatfield, MN 55923
507-867-1511
bburkholder@ci.chatfield.mn.us

Rochester

3777 40th Avenue NW Suite 200 Rochester MN 55901

507.292.8743 Rochester@Widseth.com Widseth.com

RE: Confirmation of Request for Engineering Services 2026 Mill and Overlay Project

Dear Mr. Burkholder:

In response to your request, we are pleased to submit our proposal to provide professional engineering services on the proposed 2026 Mill and Overlay project. Our proposal includes preparing plans and specifications, assistance during bidding, construction observation and preparing record drawings.

#### **Background Information**

The proposed 2026 Mill and Overlay project includes the milling and bituminous overlay of various street throughout the City. These areas were identified because the existing pavement is deteriorating and in need of maintenance. The project also includes the removal and replacement of select curb & gutter and concrete cross gutters in various locations. The project is specified in the current capital financial plan and construction is scheduled for the summer of 2026. The estimated project cost is approximately \$1.05M.

Based upon our understanding of the project, our proposed scope of services is as follows:

#### Prepare Plans and Specifications:

WiDSETH proposes to prepare plans and specifications for the proposed project. Items included with the proposal are:

- Preliminary site visit and meeting with staff to discuss project requirements and needs.
- Preparation of project plans.
- Preparation of technical specifications.
- Preparation of contract documents.

#### Advertising and Bidding Assistance:

WiDSETH proposes to assist the City with advertising and bidding the project in accordance with Uniform Contracting Law requirements. Items included in this proposal are:

- Facilitate a pre-bid meeting.
- Assist with the bid opening, prepare tabulation of bid results, evaluate bids and issue a recommendation on award of the project.
- Assistance with advertising the project on QuestCDN and the local paper.
- Answer bidder questions and prepare necessary addenda.

#### **Construction Administration:**

WiDSETH will provide construction administration services during the construction phase of the project. Items included in our proposed scope of services are as follows:

- Prepare and assist with the execution of the contract documents.
- Facilitate a pre-construction conference.
- Review contractor submittals.
- Prepare project status reports.
- Schedule construction observation.
- Facilitate progress meetings.
- Prepare pay estimates.
- Evaluate and prepare change orders.

#### Construction Observation:

WiDSETH will provide construction observation services throughout the duration of the project. Items included in our proposed scope of services are as follows:

- Monitor project status with periodic, on-site observation. Critical times of observation include;
  - Marking of construction removals
  - Removal and milling operations
  - Preparation for paving
  - Paving operations
  - Punchlist and project close out
  - Note: 80 hours of construction observation have been included in our proposal.
- Prepare daily and weekly observation reports.
- Coordinate and review material testing.
- Develop final punch list and monitor completion of corrective work.
- Complete final inspection and assist with project closeout.
- Prepare record drawings following the completion of the project.

WiDSETH proposes to perform the services described above on an hourly basis, in accordance with the applicable attached fee schedules, for the estimated amount of \$27,410. Mileage will be billed at cost.

If you are in agreement with our proposed scope of services, please sign and return one copy of this letter to us as our authorization to proceed.

We realize this is an important project for the City of Chatfield, and for that reason, we welcome the opportunity to sit down with you and your staff to go over this proposal and review the approach and work tasks we have listed. If necessary, we will revise the proposal to better conform to the needs of the City for this project.

March 24, 2025 2026 Mill and Overlay Project City of Chatfield

We thank you for giving us the opportunity to submit this proposal and look forward to working with City staff to make this proposed project a reality.

Sincerely,

Craig Britton, P.E.

**Accepted by the City of Chatfield:** The above proposal and attached General Provisions of Professional Services Agreement are satisfactory and WiDSETH is authorized to do the work as specified. Payment will be made monthly in accordance with the terms on the fee schedule.

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

# General Provisions of Professional Services Agreement

These General Provisions are intended to be used in conjunction with a letter-type Agreement or a Request for Services between Widseth Smith Nolting & Assoc., Inc., a Minnesota Corporation, hereinafter referred to as WIDSETH, and a CLIENT, wherein the CLIENT engages WIDSETH to provide certain Architectural, and/or Engineering services on a Project.

As used herein, the term "this Agreement" refers to (1) the WIDSETH Proposal Letter which becomes the Letter Agreement upon its acceptance by the Client, (2) these General Provisions and (3) any attached Exhibits, as if they were part of one and the same document. With respect to the order of precedence, any attached Exhibits shall govern over these General Provisions, and the Letter Agreement shall govern over any attached Exhibits and these General Provisions. These documents supersede all prior communications and constitute the entire Agreement between the parties. Amendments to this Agreement must be in writing and signed by both CLIENT and WIDSETH.

#### ARTICLE 1. PERIOD OF SERVICE

The term of this Agreement for the performance of services hereunder shall be as set forth in the Letter Agreement. In this regard, any lump sum or estimated maximum payment amounts set forth in the Letter Agreement have been established in anticipation of an orderly and continuous progress of the Project in accordance with the schedule set forth in the Letter Agreement or any Exhibits attached thereto. WIDSETH shall be entitled to an equitable adjustment to its fee should there be an interruption of services, or amendment to the schedule.

#### **ARTICLE 2. SCOPE OF SERVICES**

The scope of services covered by this Agreement shall be as set forth in the Letter Agreement or a Request for Services. Such scope of services shall be adequately described in order that both the CLIENT and WIDSETH have an understanding of the expected work to be performed.

If WIDSETH is of the opinion that any work they have been directed to perform is beyond the Scope of this Agreement, or that the level of effort required significantly exceeds that estimated due to changed conditions and thereby constitutes extra work, they shall notify the CLIENT of that fact. Extra work, additional compensation for same, and extension of time for completion shall be covered by a revision to the Letter Agreement or Request for Services and entered into by both parties.

#### ARTICLE 3. COMPENSATION TO WIDSETH

- A. Compensation to WIDSETH for services described in this Agreement shall be on a Lump Sum basis, Percentage of Construction, and/or Hourly Rate basis as designated in the Letter Agreement and as hereinafter described.
  - 1. A Lump Sum method of payment for WIDSETH's services shall apply to all or parts of a work scope where WIDSETH's tasks can be readily defined and/or where the level of effort required to accomplish such tasks can be estimated with a reasonable degree of accuracy. The CLIENT shall make monthly payments to WIDSETH within 30 days of date of invoice based on an estimated percentage of completion of WIDSETH's services.
  - 2. A Percentage of Construction or an Hourly Rate method of payment of WIDSETH's services shall apply to all or parts of a work scope where WIDSETH's tasks cannot be readily defined and/or where the level of effort required to accomplish such tasks cannot be estimated with any reasonable degree of accuracy. Under an Hourly Rate method of payment, WIDSETH shall be paid for the actual hours worked on the Project by WIDSETH technical personnel times an hourly billing rate established for each employee. Hourly billing rates shall include compensation for all salary costs, payroll burden, general, and administrative overhead and professional fee. In a Percentage of Construction method of payment, final compensation will be based on actual bids if the project is bid and WIDSETH's estimate to the CLIENT if the project is not bid. A rate schedule shall be furnished by WIDSETH to CLIENT upon which to base periodic payments to WIDSETH.
  - In addition to the foregoing, WIDSETH shall be reimbursed for items and services as set forth in the Letter Agreement or Fee Schedule and the following Direct Expenses when incurred in the performance of the work:
    - (a) Travel and subsistence.
    - (b) Specialized computer services or programs.
    - (c) Outside professional and technical services with cost defined as the amount billed WIDSETH.
    - (d) Identifiable reproduction and reprographic costs.
    - (e) Other expenses for items such as permit application fees, license fees, or other additional items and services whether or not specifically identified in the Letter Agreement or Fee Schedule.
  - 4. The CLIENT shall make monthly payments to WIDSETH within 30 days of date of invoice based on computations made in accordance with the above charges for services provided and expenses incurred to date, accompanied by supporting evidence as available.

B. The CLIENT will pay the balance stated on the invoice unless CLIENT notifies WIDSETH in writing of the particular item that is alleged to be incorrect within 15 days from the date of invoice, in which case, only the disputed



item will remain undue until resolved by the parties. All accounts unpaid after 30 days from the date of original invoice shall be subject to a service charge of 1 % per month, or the maximum amount authorized by law, whichever is less. WIDSETH shall be entitled to recover all reasonable costs and disbursements, including reasonable attorneys fees, incurred in connection with collecting amount owed by CLIENT. In addition, WIDSETH may, after giving seven days written notice to the CLIENT, suspend services and withhold deliverables under this Agreement until WIDSETH has been paid in full for all amounts then due for services, expenses and charges. CLIENT agrees that WIDSETH shall not be responsible for any claim for delay or other consequential damages arising from suspension of services hereunder. Upon payment in full by Client and WIDSETH's resumption of services, the time for performance of WIDSETH's services shall be equitably adjusted to account for the period of suspension and other reasonable time necessary to resume performance.

#### ARTICLE 4. ABANDONMENT, CHANGE OF PLAN AND TERMINATION

Either Party has the right to terminate this Agreement upon seven days written notice. In addition, the CLIENT may at any time, reduce the scope of this Agreement. Such reduction in scope shall be set forth in a written notice from the CLIENT to WIDSETH. In the event of unresolved dispute over change in scope or changed conditions, this Agreement may also be terminated upon seven days written notice as provided above.

In the event of termination, and upon payment in full for all work performed and expenses incurred to the date of termination, documents that are identified as deliverables under the Letter Agreement whether finished or unfinished shall be made available by WIDSETH to the CLIENT pursuant to Article 5, and there shall be no further payment obligation of the CLIENT to WIDSETH under this Agreement except for payment of an amount for WIDSETH's anticipated profit on the value of the services not performed by WIDSETH and computed in accordance with the provisions of Article 3 and the Letter Agreement.

In the event of a reduction in scope of the Project work, WIDSETH shall be paid for the work performed and expenses incurred on the Project work thus reduced and for any completed and abandoned work, for which payment has not been made, computed in accordance with the provisions of Article 3 and the Letter Agreement.

#### ARTICLE 5. DISPOSITION OF PLANS, REPORTS AND OTHER DATA

All reports, plans, specifications, field data and notes and other documents, including all documents on electronic media, prepared by WIDSETH or its consultants are Instruments of Service and shall remain the property of WIDSETH or its consultants, respectively. WIDSETH and its subconsultants retain all common law, statutory and other reserved rights, including, without limitation, copyright. WIDSETH and its subconsultants maintain the right to determine if production will be made, and allowable format for production, of any electronic media or data to CLIENT or any third-party. Upon payment in full of monies due pursuant to the Agreement, WIDSETH shall make hard copies available to the CLIENT, of all documents that are identified as deliverables under the Letter Agreement. If the documents have not been finished (including, but not limited to, completion of final quality control), then WIDSETH shall have no liability for any claims expenses or damages that may arise out of items that could have been corrected during completion/quality control. Any Instruments of Service provided are not intended or represented to be suitable for reuse by the CLIENT or others on extensions of the Project or any other project. Any modification or reuse without written verification or adaptation by WIDSETH for the specific purpose intended will be at CLIENT's sole risk and without liability or legal exposure to WIDSETH. CLIENT shall indemnify, defend and hold harmless WIDSETH from any and all suits or claims of third parties arising out of use of unfinished documents, or modification or reuse of finished documents, which is not specifically verified, adapted, or authorized in writing by WIDSETH. This indemnity shall survive the termination of this Agreement.

Should WIDSETH choose to deliver to CLIENT documents in electronic form, CLIENT acknowledges that differences may exist between any electronic files delivered and the printed hard-copy. Copies of documents that may be relied upon by CLIENT are limited to the printed hard-copies that are signed and/or sealed by WIDSETH. Files in electronic form are only for convenience of CLIENT. Any conclusion or information obtained or derived from such electronic documents will be at user's sole risk. CLIENT acknowledges that the useful life of some forms of electronic media may be limited because of deterioration of the media or obsolescence of the computer hardware and/or software systems. Therefore, WIDSETH makes no representation that such media will be fully usable beyond 30 days from date of delivery to CLIENT.

#### ARTICLE 6. CLIENT'S ACCEPTANCE BY PURCHASE ORDER OR OTHER MEANS

In lieu of or in addition to signing the acceptance blank on the Letter Agreement, the CLIENT may accept this Agreement by permitting WIDSETH to commence work on the project or by issuing a purchase order signed by a duly authorized representative. Such purchase order shall incorporate by reference the terms and conditions of this Agreement. In the event of a conflict between the terms and conditions of this Agreement and those contained in the CLIENT's purchase order, the terms and conditions of this Agreement shall govern. Notwithstanding any purchase order provisions to the contrary, no warrantees, express or implied, are made by WIDSETH.

#### ARTICLE 7. CLIENT'S RESPONSIBILITIES

A. To permit WIDSETH to perform the services required hereunder, the CLIENT shall supply, in proper time and sequence, the following at no expense to WIDSETH:

- Provide all program, budget, or other necessary information regarding its requirements as necessary for orderly progress of the work.
- Designate in writing, a person to act as CLIENT's representative with respect to the services to be rendered under this Agreement. Such person shall have authority to transmit instructions, receive instructions, receive information, interpret and define CLIENT's policies with respect to WIDSETH's services.
- 3. Furnish, as required for performance of WIDSETH's services (except to the extent provided otherwise in the Letter Agreement or any Exhibits attached hereto), data prepared by or services of others, including without limitation, core borings, probes and subsurface explorations, hydrographic and geohydrologic surveys, laboratory tests and inspections of samples, materials and equipment; appropriate professional interpretations of all of the foregoing; environmental assessment and impact statements; property, boundary easement, right-of-way, topographic and utility surveys; property descriptions; zoning, deed and other land use restriction; and other special data not covered in the Letter Agreement or any Exhibits attached hereto.
- Provide access to and make all provisions for WIDSETH to enter upon publicly or privately owned property as required to perform the work.
- 5. Act as liaison with other agencies or involved parties to carry out necessary coordination and negotiations; furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.
- Examine all reports, sketches, drawings, specifications and other documents prepared and presented by WIDSETH, obtain advice of an attorney, insurance counselor or others as CLIENT deems necessary for such examination and render in writing, decisions pertaining thereto within a reasonable time so as not to delay the services of WIDSETH.
- Give prompt written notice to WIDSETH whenever CLIENT observes or otherwise becomes aware of any development that affects the scope of timing of WIDSETH's services or any defect in the work of Construction Contractor(s), Consultants or WIDSETH
- 8. Initiate action, where appropriate, to identify and investigate the nature and extent of asbestos and/or pollution in the Project and to abate and/or remove the same as may be required by federal, state or local statute, ordinance, code, rule, or regulation now existing or hereinafter enacted or amended. For purposes of this Agreement, "pollution" and "pollutant" shall mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, alkalis, chemicals and hazardous or toxic waste. Hazardous or toxic waste means any substance, waste pollutant or contaminant now or hereafter included within such terms under any federal, state or local statute, ordinance, code, rule or regulation now existing or hereinafter enacted or amended. Waste further includes materials to be recycled, reconditioned or reclaimed.

If WIDSETH encounters, or reasonably suspects that it has encountered, asbestos or pollution in the Project, WIDSETH shall cease activity on the Project and promptly notify the CLIENT, who shall proceed as set forth above. Unless otherwise specifically provided in the Letter Agreement, the services to be provided by WIDSETH do not include identification of asbestos or pollution, and WIDSETH has no duty to identify or attempt to identify the same within the area of the Project.

With respect to the foregoing, CLIENT acknowledges and agrees that WIDSETH is not a user, handler, generator, operator, treater, storer, transporter or disposer of asbestos or pollution which may be encountered by WIDSETH on the Project. It is further understood and agreed that services WIDSETH will undertake for CLIENT may be uninsurable obligations involving the presence or potential presence of asbestos or pollution. Therefore, CLIENT agrees, except (1) such liability as may arise out of WIDSETH's sole negligence in the performance of services under this Agreement or (2) to the extent of insurance coverage available for the claim, to hold harmless, indemnify and defend WIDSETH and WIDSETH's officers, subcontractor(s), employees and agents from and against any and all claims, lawsuits, 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 asbestos or pollution. This indemnification is intended to apply only to existing conditions and not to conditions caused or created by WIDSETH. This indemnification shall survive the termination of this Agreement.

9. Provide such accounting, independent cost estimating and insurance counseling services as may be required for the Project, such legal services as CLIENT may require or WIDSETH may reasonably request with regard to legal issues pertaining to the Project including any that may be raised by Contractor(s), such auditing service as CLIENT may require to ascertain how or for what purpose any Contractor has used the moneys paid under the construction contract, and such inspection services as CLIENT may require to ascertain that Contractor(s) are complying with any law, rule, regulation, ordinance, code or order applicable to their furnishing and performing the work.

- Provide "record" drawings and specifications for all existing physical features, structures, equipment, utilities, or facilities which are pertinent to the Project, to the extent available.
- Provide other services, materials, or data as may be set forth in the Letter Agreement or any Exhibits attached hereto.
- B. WIDSETH may use any CLIENT provided information in performing its services. WIDSETH shall be entitled to rely on the accuracy and completeness of information furnished by the CLIENT. If WIDSETH finds that any information furnished by the CLIENT is in error or is inadequate for its purpose, WIDSETH shall endeavor to notify the CLIENT. However, WIDSETH shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by CLIENT.

#### ARTICLE 8. OPINIONS OF COST

Opinions of probable project cost, construction cost, financial evaluations, feasibility studies, economic analyses of alternate solutions and utilitarian considerations of operations and maintenance costs provided for in the Letter Agreement or any Exhibits attached hereto, are to be made on the basis of WIDSETH's experience and qualifications and represent WIDSETH's judgment as an experienced design professional. It is recognized, however, that WIDSETH does not have control over the cost of labor, material, equipment or services furnished by others or over market conditions or contractors' methods of determining their prices, and that any evaluation of any facility to be constructed, or acquired, or work to be performed on the basis of WIDSETH's cost opinions must, of necessity, be speculative until completion of construction or acquisition. Accordingly, WIDSETH does not guarantee that proposals, bids or actual costs will not substantially vary from opinions, evaluations or studies submitted by WIDSETH to CLIENT hereunder.

#### **ARTICLE 9. CONSTRUCTION PHASE SERVICES**

CLIENT acknowledges that it is customary for the architect or engineer who is responsible for the preparation and furnishing of Drawings and Specifications and other construction-related documents to be employed to provide professional services during the Bidding and Construction Phases of the Project, (1) to interpret and clarify the documentation so furnished and to modify the same as circumstances revealed during bidding and construction may dictate, (2) in connection with acceptance of substitute or equal items of materials and equipment proposed by bidders and Contractor(s), (3) in connection with approval of shop drawings and sample submittals, and (4) as a result of and in response to WIDSETH's detecting in advance of performance of affected work inconsistencies or irregularities in such documentation. CLIENT agrees that if WIDSETH is not employed to provide such professional services during the Bidding (if the work is put out for bids) and the Construction Phases of the Project, WIDSETH will not be responsible for, and CLIENT shall indemnify and hold WIDSETH, its officers, consultant(s), subcontractor(s), employees and agents harmless from, all claims, damages, losses and expenses including attorneys' fees arising out of, or resulting from, any interpretation, clarification, substitution acceptance, shop drawing or sample approval or modification of such documentation issued or carried out by CLIENT or others. Nothing contained in this paragraph shall be construed to release WIDSETH, its officers, consultant(s), subcontractor(s), employees and agents from liability for failure to perform in accordance with professional standards any duty or responsibility which WIDSETH has undertaken or assumed under this Agreement.

#### ARTICLE 10. REVIEW OF SHOP DRAWINGS AND SUBMITTALS

WIDSETH may review and approve or take other appropriate action on the contractor's submittals or shop drawings for the limited purpose of checking for general conformance with information given and design concept expressed in the Contract Documents. Review and/or approval of submittals is not conducted for the purpose of determining accuracy and completeness of other details or for substantiating instructions for installation or performance of equipment or systems, all of which remain the exclusive responsibility of the contractor. WIDSETH's review and/or approval shall not constitute approval of safety precautions, or any construction means, methods, techniques, sequences or procedures. WIDSETH's approval of a specific item shall not indicate approval of an assembly of which the item is a component. WIDSETH's review and/or approval shall not relieve contractor for any deviations from the requirements of the contract documents nor from the responsibility for errors or omissions on items such as sizes, dimensions, quantities, colors, or locations. Contractor shall remain solely responsible for compliance with any manufacturer requirements and recommendations.

#### ARTICLE 11. REVIEW OF PAY APPLICATIONS

If included in the scope of services, any review or certification of any pay applications, or certificates of completion shall be based upon WIDSETH's observation of the Work and on the data comprising the contractor's application for payment, and shall indicate that to the best of WIDSETH's knowledge, information and belief, the quantity and quality of the Work is in general conformance with the Contract Documents. The issuance of a certificate for payment or substantial completion is not a representation that WIDSETH has made exhaustive or continuous inspections, reviewed construction means and methods, verified any back-up data provided by the contractor, or ascertained how or for what purpose the contractor has used money previously paid by CLIENT.

#### ARTICLE 12. REQUESTS FOR INFORMATION (RFI)

If included in the scope of services, WIDSETH will provide, with reasonable promptness, written responses to requests from any contractor for clarification, interpretation or information on the requirements of the Contract Documents. If Contractor's RFI's are, in WIDSETH's professional opinion, for information readily apparent from reasonable observation of field conditions or review of the Contract Documents, or are reasonably inferable therefrom, WIDSETH shall be entitled to compensation for Additional Services for WIDSETH's time in responding to such requests. CLIENT may wish to make the Contractor responsible to the CLIENT for all such charges for additional services as described in this article.

#### **ARTICLE 13. CONSTRUCTION OBSERVATION**

If included in the scope of services, WIDSETH will make site visits as specified in the scope of services in order to observe the progress of the Work completed. Such site visits and observations are not intended to be an exhaustive check or detailed inspection, but rather are to allow WIDSETH to become generally familiar with the Work. WIDSETH shall keep CLIENT informed about the progress of the Work and shall advise the CLIENT about observed deficiencies in the Work. WIDSETH shall not supervise, direct or have control over any Contractor's work, nor have any responsibility for the construction means, methods, techniques, sequences or procedures selected by the Contractor nor for the Contractor's safety precautions or programs in connection with the Work. These rights and responsibilities are solely those of the Contractor. WIDSETH shall not be responsible for any acts or omissions of any Contractor and shall not be responsible for any applicable laws, codes, regulations, or industry standards.

If construction observation services are not included in the scope of services, CLIENT assumes all responsibility for interpretation of the Contract Documents and for construction observation and the CLIENT waives any claims against WIDSETH that are connected with the performance of such services

#### **ARTICLE 14. BETTERMENT**

If, due to WIDSETH's negligence, a required item or component of the Project is omitted from the construction documents, WIDSETH shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been required and included in the original construction documents. In no event, will WIDSETH be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the Project.

#### ARTICLE 15. CERTIFICATIONS, GUARANTEES AND WARRANTIES

WIDSETH shall not be required to sign any documents, no matter by whom requested, that would result in WIDSETH having to certify, guarantee or warrant the existence of conditions whose existence WIDSETH cannot ascertain. CLIENT agrees not to make resolution of any dispute with WIDSETH or payment of any amount due to WIDSETH in any way contingent upon WIDSETH signing such certification.

#### **ARTICLE 16. CONTINGENCY FUND**

CLIENT and WIDSETH agree that certain increased costs and changes may be required because of possible omissions, ambiguities or inconsistencies in the plans and specifications prepared by WIDSETH, and therefore, that the final construction cost of the Project may exceed the bids, contract amount or estimated construction cost. CLIENT agrees to set aside a reserve in the amount of 5% of the Project construct costs as a contingency to be used, as required, to pay for any such increased costs and changes. CLIENT further agrees to make no claim by way of direct or third-party action against WIDSETH with respect to any increased costs within the contingency because of such changes or because of any claims made by any Contractor relating to such changes.

#### **ARTICLE 17. INSURANCE**

WIDSETH shall procure and maintain insurance for protection from claims against it under workers' compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, and from claims against it for damages because of injury to or destruction of property including loss of use resulting therefrom.

Also, WIDSETH shall procure and maintain professional liability insurance for protection from claims arising out of performance of professional services caused by any negligent act, error, or omission for which WIDSETH is legally liable.

Certificates of insurance will be provided to the CLIENT upon request.

#### **ARTICLE 18. ASSIGNMENT**

Neither Party to this Agreement shall transfer, sublet or assign any rights or duties under or interest in this Agreement, including but not limited to monies that are due or monies that may be due, without the prior written consent of the other party. Subcontracting to subconsultants, normally contemplated by WIDSETH as a generally accepted business practice, shall not be considered an assignment for purposes of this Agreement.

#### **ARTICLE 19. NO THIRD-PARTY BENEFICIARIES**

Nothing contained in this Agreement shall create a contractual relationship or a cause of action by a third-party against either WIDSETH or CLIENT. WIDSETH's services pursuant to this Agreement are being performed solely for the CLIENT's benefit, and no other party or entity shall have any claim against WIDSETH because of this Agreement.

#### **ARTICLE 20. CORPORATE PROTECTION**

It is intended by the parties to this Agreement that WIDSETH's services in connection with the Project shall not subject WIDSETH's individual employees, officers or directors to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary, CLIENT agrees that as the CLIENT's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against WIDSETH, a Minnesota corporation, and not against any of WIDSETH's individual employees, officers or directors.

#### ARTICLE 21. CONTROLLING LAW

This Agreement is to be governed by the laws of the State of Minnesota.

#### ARTICLE 22. ASSIGNMENT OF RISK

In recognition of the relative risks and benefits of the project to both the CLIENT and WIDSETH, the risks have been allocated such that the CLIENT agrees, to the fullest extent permitted by law, to limit the liability of WIDSETH, employees of WIDSETH and subconsultants, to the CLIENT and to all construction contractors, subcontractors, agents and assigns on the project for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, so that total aggregate liability of WIDSETH, employees of WIDSETH and sub-consultants, to all those named shall not exceed \$10,000 or WIDSETH's total fee received for services rendered on this project, whichever is greater. Such claims and causes include, but are not limited to negligence, professional errors or omissions, strict liability, breach of contract or warranty.

#### **ARTICLE 23. NON-DISCRIMINATION**

WIDSETH will comply with the provisions of applicable federal, state and local statutes, ordinances and regulations pertaining to human rights and non-discrimination.

#### **ARTICLE 24. SEVERABILITY**

Any provision or portion thereof in this Agreement which is held to be void or unenforceable under any law shall be deemed stricken and all remaining provisions shall continue to be valid and binding between CLIENT and WIDSETH. All limits of liability and indemnities contained in the Agreement shall survive the completion or termination of the Agreement.

#### ARTICLE 25. PRE-LIEN NOTICE

PURSUANT TO THE AGREEMENT WIDSETH WILL BE
PERFORMING SERVICES IN CONNECTION WITH
IMPROVEMENTS OF REAL PROPERTY AND MAY CONTRACT
WITH SUBCONSULTANTS OR SUBCONTRACTORS AS
APPROPRIATE TO FURNISH LABOR, SKILL AND/OR
MATERIALS IN THE PERFORMANCE OF THE WORK.
ACCORDINGLY, CLIENT IS ENTITLED UNDER MINNESOTA LAW
TO THE FOLLOWING NOTICE:

- (a) ANY PERSON OR COMPANY SUPPLYING LABOR OR MATERIALS FOR THIS IMPROVEMENT TO YOUR PROPERTY MAY FILE A LIEN AGAINST YOUR PROPERTY IF THAT PERSON OR COMPANY IS NOT PAID FOR ITS CONTRIBUTIONS.
- (b) UNDER MINNESOTA LAW, YOU HAVE THE RIGHT TO PAY PERSONS WHO SUPPLIED LABOR OR MATERIALS FOR THIS IMPROVEMENT DIRECTLY AND DEDUCT THIS AMOUNT FROM OUR CONTRACT PRICE, OR WITHHOLD THE AMOUNTS DUE FROM US UNTIL 120 DAYS AFTER COMPLETION OF THE IMPROVEMENT UNLESS WE GIVE YOU A LIEN WAIVER SIGNED BY PERSONS WHO SUPPLIED ANY LABOR OR MATERIALS FOR THE IMPROVEMENT AND WHO GAVE YOU TIMELY NOTICE.



Meeting Date: April 14, 2025

Agenda Item: 2025 Pump Inspections  Subject   Summary:  Agenda Category: Submitted By: Michele Peterson  Recommended Motion: Information only, no action to be taken.  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:  Pump Inspections.pdf	-	
Agenda Category:  Recommended Motion: Information only, no action to be taken.  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:	Agenda Item: 2025 Pump Inspections	
Recommended Motion: Information only, no action to be taken.  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:	Subject   Summary:	
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:	Agenda Category:	Submitted By: Michele Peterson
FISCAL IMPACT:  Amount:  Ongoing Cost:  One-Time Cost:  Included in Current Budget?:  FISCAL DETAILS:  Fund Name(s) (Operations   Capital):  Account Code:  Background:  Attachments:	Recommended Motion: Information only, no action	on to be taken.
Amount: Ongoing Cost: One-Time Cost: Included in Current Budget?:  FISCAL DETAILS: Fund Name(s) (Operations   Capital): Account Code:  Background: Attachments:	Community Engagement and Outreach:	
Ongoing Cost : One-Time Cost : Included in Current Budget?:  FISCAL DETAILS: Fund Name(s) (Operations   Capital): Account Code:  Background:  Attachments:	FISCAL IMPACT:	
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Account Code:  Background:  Attachments:	FISCAL DETAILS:	
Background: Attachments:	Fund Name(s) (Operations   Capital)	<b>)</b> :
Attachments:	Account Code	<b>e:</b>
	Background:	
Pump Inspections.pdf	Attachments:	
	Pump Inspections.pdf	

#### INTEROFFICE MEMORANDUM

TO: PUBLIC WORKS COMMITTEE

FROM: STEVEN SCHLICHTER

**SUBJECT: 2025 Pump Inspections** 

**DATE:** 4/9/2025

Action Requested: None

Background:

Every spring we have the 9 pumps at the WWTF and the 4 lift station pumps inspected mechanically and electrically. This is preventive maintenance so we can plan on having pumps worked on instead of having an unexpected breakdown and have staff called in and an emergency service call to have the pumps worked on.

This year we received a quote from Minnesota Pump Works to do these inspections for \$2,013.75 per year and we can lock that price in for 3 years. Last year we used Quality flow for the pump inspections at a cost of \$1,950.00. Minnesota Pump Works agreement is attached for review.

Thank you for your time, Steven Schlichter WWTF Superintendent



### SCHEDULED PUMP MAINTENANCE AGREEMENT

**Date Prepared:** 04/07/2025

Total Number of Stations: 2 & WWTP/Pond

Number of Inspections per Year: 1

Prepared By: Jason Draeger/Jenny Braith Number of Pumps to be Inspected: 13

Pump Brand(s): Myers, KSB, Flygt

Horsepower: Various

Months Service be Performed: Customer Choice

Fee for this Service Agreement: \$2,013.75 per Inspection

### Maintenance for pumps. Pump info will be documented at time of service.

Customer Name:

City of Chatfield

Contact Name: Phone Number: Steven Schlichter

Cell Phone:

Email:

507-867-4321

sschlichter@ci.chatfield.mn.us

#### **TERMS**

Any additional repairs (service labor, parts and trip charges) will be performed only after authorization and will be an additional charge. Pumps in dry pit stations shall be inspected in the station, and not removed. <a href="If confined space entry is required, an additional fee of \$175 per station entered shall be charged.">If confined space entry is required, an additional fee of \$175 per station entered shall be charged.</a>

This agreement price includes all trip charges, overnight stays and service time. A written report of the findings will be supplied to the owner. Prior to all inspections, the owner will be notified of our impending visit.

# All unscheduled service or emergency calls and repairs are in addition to this periodic preventative maintenance agreement.

All parts and labor are subject to the manufacturer's published warranty.

The fee for this maintenance agreement shall be guaranteed for two years and payable when the service is performed and billed. Payment terms are Net 30. If you would like to elect a three year service agreement at the guaranteed pricing listed above, please check this box.

Minnesota Pump Works assumes no liability for loss of use or for any direct, indirect or consequential damage of any kind with respect to the use or operation of pumps, any equipment or accessories covered in this agreement.

This agreement shall be effective from its signed date and shall continue in effect until termination by either party upon 30 days prior written notice.

The owner's responsibility will be:

- A) Have a representative available to allow entry to pumps.
- B) Disposal of all waste.

Accepted by:	Title:	Date:
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1 Cannon Street West Dundas, MN 55019 Telephone: 507-645-8004 info@minnesotapumpworks.com

### Waste Water Pumping Station Service Agreement

As a continuing service to our customers, Minnesota Pump Works is pleased to provide an added value service agreement. Your pumping equipment is designed for years of dependable service. But it does require periodic preventative maintenance. Instead of running your equipment until it breaks down, causing sewer backup, emergency service or litigation, consider having Minnesota Pump Works dispatch a factory trained Service Technician, equipped and certified for confined space entry, on a predefined schedule. Prior to our coming out to service your system, our technician will, of course, call you to schedule a mutually agreeable date and time for you or your personnel to meet us at the site.

At your option, once, twice or three times a year (depending upon your pump station usage) Minnesota Pump Works will perform a 20 point inspection on the mechanical and electrical components of your system and give you an evaluation report. Damaged or worn components will be listed, but only repaired after you agree to the repairs. Charges for repairs will be at our usual field service hourly rate plus parts; but you will save emergency costs resulting from a break down situation type of repair. Also, keep in mind that a pump running in top condition is hydraulically more efficient and electrically less expensive to operate.

We can, at the same time, train you or your people so they will be effective in trouble shooting and operating the equipment. The result is years of worry free performance.

A pre-arranged Service Agreement for each pump station serviced is a very cost-effective approach to maintenance.

We believe you will find this offer of great value and urge you to promptly return the enclosed forms for inclusion in our service schedule. Your service agreement will be effective once we received a signed and dated copy of this service agreement back from you.

You will be billed for the Service Agreement only after it has been performed, and you will only pay for services rendered.



Meeting Date: April 14, 2025

Agenda Item: Biosolids PFAS Strategy		
Subject   Summary:		
Agenda Category:	Submitted By: Michele Peterson	
Recommended Motion: Information only, no	action to be taken.	
Community Engagement and Outreach:		
FISCAL IMPACT:		
Amo	ount:	
Ongoing (	Cost :	
One-Time C	Cost:	
Included in Current Budg	get?:	
FISCAL DETAILS:		
Fund Name(s) (Operations   Cap	pital):	
Account C	Gode:	
Background:		
Attachments:		

Minnesota Biosolids Strategy Notification 2025 Chatfield Wastewater Treatment Facility.pdf



Brainerd Office | 7678 College Road | Suite 105 | Baxter, MN 56425 | 218-828-2492 800-657-3864 | Use your preferred relay service | info.pca@state.mn.us | Equal Opportunity Employer

April 8, 2025

VIA EMAIL

The Honorable John McBroom Mayor, City of Chatfield 21 2nd St SE Chatfield, MN 55923-1204

RE: Minnesota Biosolids PFAS Strategy

Dear Mayor McBroom:

On January 17, 2025, the Minnesota Pollution Control Agency (MPCA) released Minnesota's Biosolids PFAS Strategy (Strategy) as directed by the 2024 State Legislature. You are receiving this notice because your wastewater treatment facility (WWTF) is subject to the requirements of the Strategy, which applies to all WWTFs that manage biosolids by land application or Exceptional Quality (EQ) Biosolids.

Effective September 1, 2025, all WWTFs that land apply biosolids or generate EQ Biosolids must sample for per and poly-fluoroalkyl substances (PFAS) compounds before land application or distribution. This applies to biosolids land applied both as routine solids management and for a decommissioning or cleanout activity. If sample results show that PFAS is present in the biosolids, the Strategy lays out additional actions to be taken by the WWTF that increase in stringency for higher levels of PFAS. The Strategy is on the MPCA's website and contains additional details about why and what is required: <a href="https://www.pca.state.mn.us/air-water-land-climate/pfas-in-biosolids-strategy">https://www.pca.state.mn.us/air-water-land-climate/pfas-in-biosolids-strategy</a>.

We recognize that WWTFs are receiving PFAS in the wastewater from local homes and businesses and that you're not producing or adding PFAS to the process. The Strategy will help identify source identification and reduction opportunities for your WWTF and support how you manage biosolids. It will also allow the farmers you work with to make informed decisions about their land. Other states have implemented similar efforts. The Strategy is designed to complement the existing requirements for managing biosolids in your National Pollutant Discharge Elimination System/State Disposal System (NPDES/SDS) permit or Management Plans for EQ Biosolids.

Please try to attend one of the following virtual informational sessions, where we will walk through the requirements, sampling guidance and other support materials, and you'll be able to ask questions:

- Dates for informational sessions. Watch the website, On Point Newsletter and email for more details.
  - Wednesday, May 14, 2025, 8:00 a.m.-9:00 a.m.
  - o Thursday, May 29, 2025, 1:00 p.m.-2:00 p.m.

The Honorable John McBroom Page 2 April 8, 2025

If you have any additional questions, please feel free to contact Cory Schultz, <a href="mailto:cory.schultz@state.mn.us">cory.schultz@state.mn.us</a>, 507-735-8453, Stephanie Lyons, <a href="mailto:stephanie.lyons@state.mn.us">stephanie.lyons@state.mn.us</a>, 218-302-6643, or myself, <a href="mailto:sheryl.bock@state.mn.us">sheryl.bock@state.mn.us</a>, 218-316-3882.

Thank you for your attention to this important matter.

Sincerely,

Sheryl Bock
This document has been electronically signed.

Sheryl Bock Supervisor Municipal Wastewater Technical Services Unit Municipal Division

SB:jls

cc: Steven Schlichter, Chatfield Wastewater Treatment Facility (electronic)
Cory Schultz, MPCA
Stephanie Lyons, MPCA



Downhill.jpg

### PUBLIC WORKS COMMITTEE MEETING STAFF REPORT

Meeting Date: April 14, 2025

Meeting Date	#. April 14, 2025
Agenda Item: Old Territorial Road Signs Request	
<b>Subject   Summary:</b> Resident has requested two These are 30" x 30" signs, that would be placed in each.	signs be installed that note Caution Children at Play. both directions. Estimated cost for the signs is \$65
Agenda Category:	Submitted By: Michele Peterson
Recommended Motion: Consider recommendation	on for the installation of two signs.
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:	
Uphill.jpg	







Meeting Date: April 14, 2025

Agenda Item: After hours Utility calls	
Subject   Summary:	
Agenda Category:	Submitted By: Michele Peterson
Recommended Motion: Consider options for a call	center service.
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:	