

## Shingle Creek Watershed Management Commission Treasurer's Report

	2023 Budget	August	September	%age YTD	2023 YTD
<b>REVENUE</b>					
Application Fees	15,000			126.00	18,900.00
Member Assessments	370,000			100.00	370,000.00
Interest and Dividends	250	15,130.61		43,579.68	108,949.21
Education Reimbursement	33,000			81.82	27,000.00
Miscellaneous Income					-
<i>Transfer to (from) Grants (see following pages)</i>		25,089.95	-		72,619.20
<i>Transfer to (from) CIPs</i>					109,412.14
<i>Transfer to (from) Closed Projects Account</i>					-
<b>TOTAL REVENUE</b>	<b>418,250</b>	<b>40,220.56</b>	<b>-</b>		<b>706,880.55</b>
<b>EXPENSES</b>					
<b>ADMINISTRATION</b>					
Administrative Services	70,000	4,855.42	5,043.03	63.56	44,488.60
Engineering Support	15,000	1,555.56	1,431.74	69.31	10,395.87
Project Reviews	1,500	51.62	21.44	40.87	613.02
<b>ENGINEERING</b>					
Administration	77,000	5,854.68	7,224.95	75.51	58,141.96
Grant Application Writing	11,000		6,877.75	89.91	9,890.25
Project Reviews/WCA	30,000	2,326.75	6,686.75	108.08	32,425.48
Highway 252/94 EIS Review					6,071.25
TMDL 5 Year Reviews	5,000			76.51	3,825.25
SC Trail Feasibility Study		3,845.75	1,023.00		20,625.98
Brookdale Pk SC Remeander Feasibility Stud		5,850.28	1,319.74		27,523.25
Gauke Pond SWA Amendment		1,070.50			25,459.64
Eagle Lake SWA		9,470.75	16,568.01		54,307.36
LEGAL - Legal Services	6,000	396.17	604.08	67.97	4,078.26
MnDOT Scoping Project		451.50			1,010.50
<b>MISCELLANEOUS</b>					
Bookkeeping	8,000	387.75	431.25	85.89	6,871.50
Audit	7,500	6,300.00		84.00	6,300.00
Insurance & Bonding	3,200			104.34	3,339.00
Meeting Expense	5,000	283.50	293.30	90.96	4,548.03
<b>PROGRAMS</b>					
Stream Monitoring	34,000	2,678.80	5,622.22	98.69	33,553.34
Stream Monitoring (USGS)	4,200			16.30	684.75
Lake Monitoring	28,000	2,948.60	8,415.00	75.00	20,999.55
Citizen Assisted Lake Monitoring (CAMP)	5,200	517.50	197.09	52.42	2,726.09
Volunteer Stream Monitoring (River Watch)	2,000			-	-
Annual Monitoring Report	17,500			96.93	16,962.52
<b>Water Quality Education</b>					
Education Program	17,000	1,204.50	1,557.38	82.23	13,978.63
WMWA General Programs	20,000	779.97	645.13	39.31	7,862.18
WMWA Implementation/Watershed Prep	24,500	337.50		41.05	10,056.64
4th Generation Plan					1,600.20
Subwatershed BMP Assessment	5,000			-	-
<i>Transfer to (from) Grants (see following pages)</i>		497.00	11,415.60		41,428.80
<i>Transfer to (from) CIPs</i>		1,760.00	73,133.45		91,138.40
<i>Transfer to (from) City Cost Share Fund</i>					-
<i>Transfer to (from) Partnership BMP Cost Share Fund</i>					-
<i>Transfer to (from) Closed Projects Account</i>					-
<i>To/From Reserves</i>	21,650				
<b>TOTAL OPERATING EXPENSE</b>	<b>418,250</b>	<b>53,424.10</b>	<b>148,510.91</b>		<b>560,906.30</b>
<b>CASH SUMMARY</b>					
<b>4M Fund Balance at 12/31/22</b>					<b>3,103,648.04</b>
<b>Plus Revenue Received 2023 to date</b>					<b>779,431.65</b>
<b>Minus Claims Approved to Date</b>					<b>(776,500.31)</b>
<b>Minus Claims Presented Current Month</b>					<b>148,510.91</b>
<b>Fund Balance</b>		<b>3,403,601.20</b>			<b>3,255,090.29</b>

## Shingle Creek Watershed Management Commission Treasurer's Report

Claims Presented	General Ledger Acct No	August	September		Total
Kennedy & Graven					<b>604.08</b>
Legal - General	52001		604.08		
City of New Hope-Meadow Lake Drawdown	70827		59,104.00		<b>59,104.00</b>
ECM Publishers, Inc.					<b>655.70</b>
Hearing Notice 2023-01 City Cost Share BMF	70837		131.14		
Hearing Notice 2023-02 Private Cost Share B	70838		131.14		
Hearing Notice 2023-03 Maintenance Fund C	70839		131.14		
Hearing Notice 2023-04 Pike Creek Stabiliza	70840		131.14		
Hearing Notice 2023-05 Bk Pk Natural Chanr	70841		131.14		
OTT HydroMet - Cell Monitoring Bass Creek St	70735		146.40		<b>146.40</b>
WSB - Crystal Lake Carp Mgt fr '22 Maint C	70836		13,373.75		<b>13,373.75</b>
Stantec					<b>67,076.34</b>
General Engineering	51001		7,224.95		
Grant Writing	51005		6,877.75		
Project Reviews	51002		6,686.75		
Highway 252/94 EIS Review	58034				
TMDL 5-Year Reviews	56011				
Stream Monitoring	56004		5,622.22		
Lake Monitoring	56010		8,415.00		
CAMP	56002		197.09		
Education	57008		1,535.63		
Education - WMWA	57009		337.00		
Meadow Lake Mgt Plan Phase 2 Grant	70739		2,505.87		
Crystal Lake Management Plan Grant	70732		6,194.58		
Bass Lake Vegetation Impv CPL Grant	70741		2,568.75		
SC Trail Stabil.& Fishery Imp Feas.Study	58030		1,023.00		
Brookdale Park SC Remeander Feas.Study	58031		1,319.74		
Gaulke Pond SWA Amendment	58032				
Eagle Lake SWA	58033		16,568.01		
Judie Anderson's Secretarial Service					<b>308.13</b>
WMWA General Expense	57009		308.13		
WMWA Educators/WS Prep	57011				
Judie Anderson's Secretarial Service					<b>7,242.51</b>
Administration	53001		5,043.03		
Project Review Support	53002		21.44		
Bookkeeping / Audit Prep	54002		431.25		
Meeting Expense	54001		293.30		
Education Programs	57008		21.75		
Engineering Support	53004		1,014.25		
Engineering Support - CIP General	53004		417.49		
<b>Total Claims</b>					<b>148,510.91</b>

**Kennedy & Graven, Chartered**

150 South Fifth Street, Suite 700  
Minneapolis, MN 55402

(612) 337-9300

41-1225694

August 23, 2023

Statement No. 176327

Shingle Creek Watershed Managment Commission

Judie Anderson

JASS - Watershed Administrators  
3235 Fernbrook Lane  
Plymouth, MN 55447

Through July 31, 2023

SH220-00001      General

561.08

**Total Current Billing:** 561.08

I declare, under penalty of law, that this account, claim or demand is just and correct and that no part of it has been paid.

DocuSigned by:

*Troy J. Gilchrist*

67F85CBF0F29444...  
Signature of Claimant

### Kennedy & Graven, Chartered

150 South Fifth Street, Suite 700  
Minneapolis, MN 55402

Shingle Creek Watershed

Judie Anderson

July 31, 2023

SH220-00001    General

Through July 31, 2023

For All Legal Services As Follows:

			Hours	Amount
7/12/2023	SBK	Review and analyze packet materials for Technical Advisory Committee meeting and regular meeting	0.40	86.00
7/13/2023	SBK	Travel to and attend Technical Advisory Committee meeting and regular meeting; provide legal advice at TAC meeting and regular meeting; exchange recommendations to T Gilchrist regarding jurisdictional question and possible data practices issue	2.10	451.50
<b>Total Services:</b>			<b>\$</b>	<b>537.50</b>

For All Disbursements As Follows:

7/13/2023	Sam Ketchum - Mileage			23.58
<b>Total Disbursements:</b>			<b>\$</b>	<b>23.58</b>

**Total Services and Disbursements:    \$            561.08**

### Kennedy & Graven, Chartered

150 South Fifth Street, Suite 700  
Minneapolis, MN 55402

West Mississippi Watershed

July 31, 2023

WE405-00001 General

Through July 31, 2023

For All Legal Services As Follows:

Hours Amount

			Hours	Amount
7/12/2023	SBK	Review and analyze packet materials for Technical Advisory Committee meeting and regular meeting	0.40	86.00
7/13/2023	SBK	Travel to and attend Technical Advisory Committee meeting and regular meeting; provide legal advice at TAC meeting and regular meeting; exchange recommendations to T Gilchrist regarding jurisdictional question and possible data practices issue	2.10	451.50
7/19/2023	TJG	Review and respond to email from Judie regarding data request	0.20	43.00
7/24/2023	TJG	Review and respond to email from Judie regarding data practices policy; review document history	0.20	43.00

**Total Services: \$ 623.50**

**Total Services and Disbursements: \$ 623.50**

WM - 43.00

SC - 43.00



**Remit To:**

CITY OF NEW HOPE  
4401 XYLON AVENUE N  
NEW HOPE MN 55428

**Billing Address:** 115649  
SHINGLE CREEK WATER MANAGEMENT COMM.  
3235 FERNBROOK LN  
PLYMOUTH MN 55447

## INVOICE

9609

Invoice Date 9/8/2023  
Due Date 10/8/2023  
Page: 1

Item	Remark	Amount
001	Meadow Lake Drawdown Project	59,104.00
	<b>Total Amount Invoiced</b>	59,104.00
	<b>Tax Amount</b>	
	<b>Balance Due</b>	59,104.00

[aphinney@newhopemn.gov](mailto:aphinney@newhopemn.gov)

## CITY OF NEW HOPE

4401 Xylon Avenue North • New Hope, Minnesota 55428-4898 • [www.newhopemn.gov](http://www.newhopemn.gov)  
City Hall: 763-531-5100 • Police (non-emergency): 763-531-5170 • Public Works: 763-592-6777  
City Hall Fax: 763-531-5136 • Police Fax: 763-531-5174 • Public Works Fax: 763-592-6776



# INVOICE

Page: 1

**Please Remit Payment to:**

Solitude Lake Management, LLC  
 1320 Brookwood Drive  
 Suite H  
 Little Rock, AR 72202  
 Phone #: (888) 480-5253  
 Fax #: (888) 358-0088

Invoice Number: PSI-77842  
 Invoice Date: 5/30/2023

Bill To: City of New Hope  
 4401 Xylon Avenue North  
 Crystal, MN 55428

Ship To: City of New Hope  
 4401 Xylon Avenue North  
 New Hope, MN 55428

Ship Via  
 Ship Date 5/30/2023  
 Due Date 6/29/2023  
 Terms Net 30

Customer ID 19327  
 P.O. Number  
 P.O. Date 5/30/2023  
 Our Order No.

Item/Description	Unit	Order Qty	Quantity	Unit Price	Total Price
Water Quality Restoration (Alum, Phoslock, Etc) One-Time Service Meadow Lake - City of New Hope ALUM: Treatment Mobilization / Demobilization: \$10,545.44 Site Re- storation: \$500.00 Liquid Aluminum Sulfate: \$13,4 79.84 Liquid Sodium Aluminate: \$34,578.72		1	1	59,104.00	59,104.00

Amount Subject to Sales Tax 0.00  
 Amount Exempt from Sales Tax 59,104.00

**Subtotal: 59,104.00**  
 Invoice Discount: 0.00  
 Total Sales Tax: 0.00  
 Payment Amount: 0.00  
**Total: 59,104.00**

**INVOICE**

<b>Invoice Date</b>
9/7/2023

<b>Invoice Number</b>	<b>Ad Number</b>
963886	1335442

<b>Terms</b>
60 days from Statement

<b>Check Number</b>	<b>Amount Paid</b>

SHINGLE CREEK WATERSHED MGMT COMM  
 ATTN: JUDIE ANDERSON  
 3235 FERNBROOK LN N  
 PLYMOUTH, MN 55447

Account # 421129 \$918.00

ACCOUNT NUMBER	START DATE	STOP DATE	EDITION DATE	ACCOUNT REPRESENTATIVE
421129	08/31/23	09/07/23	9/7/2023	Osseo Legals 763-691-6001

Please return the upper portion with your payment. Or call 763-712-2494 with a credit card payment.

PUBLICATION	DATE	AD#	CLASS	DESCRIPTION/TAG LINE	TYPE	SIZE	QTY/TIMES	AMOUNT
Osseo MG Champlin & Dayton Press	09/07/2023	1335442	150	Sept 14 PH Improvements	LD	2.0 X 12.68	2	918.00

SC - \$655.70 (5 @ 131.14)

WM - \$262.30 (2 @ 131.15)

Net Amount	918.00
Shipping	0.00
Tax	0.00
Amount Due	918.00

963886



**\$30 charge assessed for returned checks.**  
 Report errors within 5 days to ensure consideration.  
 Unpaid balances over 30 days past due will incur a 1.5%  
 finance charge per month (Minimum .50 per month).



# AFFIDAVIT OF PUBLICATION

STATE OF MINNESOTA ) ss  
COUNTY OF HENNEPIN

Rhonda Herberg being duly sworn on an oath, states or affirms that he/she is the Publisher's Designated Agent of the newspaper(s) known as:

Osseo MG Champlin Dayton Press

with the known office of issue being located in the county of:

HENNEPIN

with additional circulation in the counties of:

HENNEPIN

and has full knowledge of the facts stated below:

- (A) The newspaper has complied with all of the requirements constituting qualification as a qualified newspaper as provided by Minn. Stat. §331A.02.
- (B) This Public Notice was printed and published in said newspaper(s) once each week, for 2 successive week(s); the first insertion being on 08/31/2023 and the last insertion being on 09/07/2023.

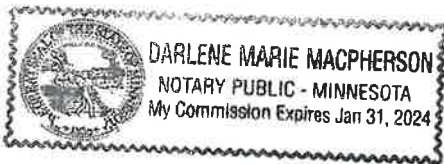
## MORTGAGE FORECLOSURE NOTICES

Pursuant to Minnesota Stat. §580.033 relating to the publication of mortgage foreclosure notices: The newspaper complies with the conditions described in §580.033, subd. 1, clause (1) or (2). If the newspaper's known office of issue is located in a county adjoining the county where the mortgaged premises or some part of the mortgaged premises described in the notice are located, a substantial portion of the newspaper's circulation is in the latter county.

By   
Designated Agent

Subscribed and sworn to or affirmed before me on 09/07/2023 by Rhonda Herberg.

  
Notary Public



### Rate Information:

- (1) Lowest classified rate paid by commercial users for comparable space:  
\$999.99 per column inch

Ad ID 1335442



**BILL TO:**  
 Shingle Creek and West Mississippi  
 Watershed Management Comm  
 3235 Fernbrook Lane N  
 Plymouth, MN 55447  
 MN

**SHIP TO:**  
 Stantec  
 Attn: Katie Kemmitt  
 7500 Olson Memorial Highway  
 Suite 300  
 Golden Valley MN 55427-4886

Customer: SCWMMN

Invoice : ACR/10047762

Date: 08-15-2023

Pos.	Item/Description	Quantity	Unit	Price	Tax	Discount	Amount
Sales Order : 580902 Order Date : 03-16-2022 Customer PO : 22-024637 503399/CLARA PATCH							<b>Total w/o tax USD</b> <b>146.40</b>

\*\*\*EQUIPMENT ON SALES ORDERS 503399\*\*\*

21	VCDMA.1MB.PLAN-S VERIZON CDMA 1MB/MO PLAN EFFECTIVE DATE AUG 15, 2023 THROUGH AUG 14, 2024	12.00	ea	12.20			146.40
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Customer: SCWMMN

Invoice : ACR/10047762

Date: 08-15-2023

Pos.	Item/Description	Quantity	Unit	Price	Tax	Amount	
						Carry Forward:	146.40
	<b>Goods</b>						<b>Total USD</b>
	<b>146.40</b>						<b>146.40</b>

Delivery Terms: FOB ORIGIN FRGT PREPAID & ADD  
Remit-to: OTT Hydromet Corp  
PO BOX 7410146  
Chicago, IL 60674-0146

Payment Terms: Credit Card  
Overnight: BOA Lockbox Services  
OTT Hydromet Corp 10146  
540 W. Madison, 4th Floor  
Chicago, IL 60661

Account No.: 8765333340  
ABA#: 071923284  
Swift No.: BOFAUS3NXXX

Shingle Creek and West Mississippi Management  
 Comm  
 3235 Fernbrook Lane North  
 Plymouth, MN 55447

August 10, 2023  
 Project/Invoice: R-022512-000 - 3  
 Reviewed by: Anthony Havranek  
 Project Manager: Jordan Wein

2023 Carp Management in Crystal Lake  
**Professional Services from June 1, 2023 to June 30, 2023**

Phase 001 2023 Carp Management in Crystal Lake  
 Permitting & Project Management

			<b>Hours</b>	<b>Rate</b>	<b>Amount</b>	
Reh, Taylor	6/22/2023		.25	111.00	27.75	
Project Management						
Totals			.25		27.75	
<b>Total Labor</b>						<b>27.75</b>
						<b>Total this Task</b>
						<b>\$27.75</b>

Carp Removal Activities

			<b>Hours</b>	<b>Rate</b>	<b>Amount</b>
Blazek, Kyle	6/8/2023		2.50	100.00	250.00
Carp netting.					
Duxbury, Bailey	6/1/2023		3.00	93.00	279.00
Baiting, net set up for night pull					
Duxbury, Bailey	6/2/2023		5.25	93.00	488.25
Night Carp removal with Jordan					
Duxbury, Bailey	6/8/2023		7.00	93.00	651.00
Carp removal on crystal Lake					
Duxbury, Bailey	6/15/2023		8.00	93.00	744.00
Box-net install with Jordan, and pull.					
Duxbury, Bailey	6/19/2023		6.00	93.00	558.00
Box netting					
Duxbury, Bailey	6/19/2023		4.00	93.00	372.00
4hrs from 4/16					
Frank, Jaron	6/15/2023		3.00	60.00	180.00
Carp removal and truck drop off for fisheries					
O'Neill, Daniel	6/15/2023		3.00	103.00	309.00
Box Netting CARP					
O'Neill, Daniel	6/27/2023		2.25	103.00	231.75
Box Netting At Crystal Lake					
Wein, Jordan	6/2/2023		2.00	122.00	244.00
Loading and prepping equipment for box net trap installs from 5-30					
Wein, Jordan	6/5/2023		6.00	122.00	732.00
Initial box net installs from 5-30					

Project	R-022512-000	SHING - 2023 Carp Management in Crystal	Invoice	3
Wein, Jordan	6/8/2023	6.00 122.00	732.00	
Carp removal using 2 box nets. disposal of carp and decontamination of boat				
Wein, Jordan	6/15/2023	10.00 122.00	1,220.00	
Two rounds of box net pulls, work on middle net, disposal of carp, decon of boat.				
Wein, Jordan	6/16/2023	1.00 122.00	122.00	
working on trap setup				
Wein, Jordan	6/19/2023	7.00 122.00	854.00	
2 box net pulls, carp disposal, boat decon, and 3rd box net install				
Wein, Jordan	6/27/2023	5.50 122.00	671.00	
Box net removal, carp disposal, decon of boat				
Wein, Jordan	6/29/2023	11.00 122.00	1,342.00	
Final rounds of removals and uninstal of traps.				
Totals		92.50	9,980.00	
<b>Total Labor</b>				<b>9,980.00</b>
			<b>Total this Task</b>	<b>\$9,980.00</b>
			<b>Total this Phase</b>	<b>\$10,007.75</b>

Phase	EXP	Expenses		
<b>Reimbursable Expenses</b>				
Equipment				
5/31/2023		Box net trap usage	3,000.00	
<b>Total Reimbursables</b>			<b>3,000.00</b>	<b>3,000.00</b>
			<b>Total this Task</b>	<b>\$3,000.00</b>
			<b>Total this Phase</b>	<b>\$3,000.00</b>

Billing Limits	Current	Prior	To-Date	
Total Billings	13,007.75	2,097.75	15,105.50	
Limit			17,084.00	
Remaining			1,978.50	
			<b>Total this Invoice</b>	<b><u>\$13,007.75</u></b>

<b>Outstanding Invoices</b>				
Invoice Number	Date	Balance		
2	6/30/2023	1,460.00	<i>pd</i>	
<b>Total</b>		<b>1,460.00</b>		
			<b>Total Now Due</b>	<b>\$14,467.75</b>

701 XENIA AVENUE S  
 SUITE 300  
 MINNEAPOLIS, MN  
 55416



Shingle Creek and West Mississippi Management  
 Comm  
 3235 Fernbrook Lane North  
 Plymouth, MN 55447

September 11, 2023  
 Project/Invoice: R-022512-000 - 4  
 Reviewed by: Anthony Havranek  
 Project Manager: Jordan Wein

2023 Carp Management in Crystal Lake  
**Professional Services from July 1, 2023 to July 31, 2023**

Phase 001 2023 Carp Management in Crystal Lake  
 Permitting & Project Management

			<b>Hours</b>	<b>Rate</b>	<b>Amount</b>	
Wein, Jordan	7/5/2023		1.50	122.00	183.00	
Storage of equipment						
Totals			1.50		183.00	
<b>Total Labor</b>						<b>183.00</b>
						<b>Total this Task</b>
						<b>\$183.00</b>

Carp Removal Activities

			<b>Hours</b>	<b>Rate</b>	<b>Amount</b>	
Wein, Jordan	7/5/2023		1.50	122.00	183.00	
Final decontamination of nets						
Totals			1.50		183.00	
<b>Total Labor</b>						<b>183.00</b>
						<b>Total this Task</b>
						<b>\$183.00</b>
						<b>Total this Phase</b>
						<b>\$366.00</b>

<b>Billing Limits</b>	<b>Current</b>	<b>Prior</b>	<b>To-Date</b>
Total Billings	366.00	15,105.50	15,471.50
Limit			17,084.00
Remaining			1,612.50
			<b>Total this Invoice</b>
			<b>\$366.00</b>

**Outstanding Invoices**

<b>Invoice Number</b>	<b>Date</b>	<b>Balance</b>	
3	8/10/2023	13,007.75	
<b>Total</b>		<b>13,007.75</b>	
			<b>Total Now Due</b>
			<b>\$13,373.75</b>



INVOICE

**Invoice Number** 2124066  
**Invoice Date** August 30, 2023  
**Purchase Order** -  
**Customer Number** 165842  
**Project Number** 227705633

**Bill To**

Shingle Creek Watershed Management Commission  
 Accounts Payable  
 3235 Fernbrook Lane  
 Plymouth MN 55447  
 United States

**Please Remit To**

Stantec Consulting Services Inc. (SCSI)  
 13980 Collections Center Drive  
 Chicago IL 60693  
 United States

<b>Project</b>	<b>Shingle Creek WMC Services</b>		
Project Manager	Shoemaker, Todd E	Contract Upset	238,920.00
Current Invoice Total (USD)	38,432.01	Amount Billed to Date	221,280.87
		For Period Ending	<b>August 25, 2023</b>

<b>Top Task</b>	<b>2023</b>	<b>2023 Technical Services</b>
<b>Low Task</b>	<b>2023.001</b>	<b>General Engineering</b>

Professional Services

Category/Employee	Current Hours	Rate	Current Amount
Kemmitt, Kathrine Lee (Katie)	3.50	142.00	497.00
Osterdyk, Eric J	2.25	149.00	335.25
Spector, Diane F	10.00	195.00	1,950.00
Thompson, Kathleen Anne (Katy)	1.25	195.00	243.75
Matthiesen, Edward Armin (Ed)	1.25	220.00	275.00
Shoemaker, Todd E	17.75	220.00	3,905.00
<b>Subtotal Professional Services</b>	<u>36.00</u>		<u>7,206.00</u>

**Disbursements**

Usage - Vehicle	13.10
Direct - Printing	5.85
<b>Subtotal Disbursements</b>	<u>18.95</u>

Low Task Subtotal	<b>General Engineering</b>	7,224.95
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<b>Low Task</b>	<b>2023.002.08</b>	<b>SC2023-06 Project Libre</b>	
<u>Professional Services</u>			
Category/Employee	Current Hours	Rate	Current Amount
Clapp, Lucas W	2.50	127.00	317.50
Shoemaker, Todd E	3.00	220.00	660.00
<b>Subtotal Professional Services</b>	<u>5.50</u>		<u>977.50</u>

Low Task Subtotal	<b>SC2023-06 Project Libre</b>	977.50
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INVOICE

**Invoice Number** 2124066  
**Invoice Date** August 30, 2023  
**Purchase Order** --  
**Customer Number** 165842  
**Project Number** 227705633

**Low Task** 2023.002.09 SC2023-07 Project Black Bear

Professional Services

Category/Employee	Current Hours	Rate	Current Amount
Clapp, Lucas W	16.50	127.00	2,095.50
Shoemaker, Todd E	6.00	220.00	1,320.00
<b>Subtotal Professional Services</b>	<b>22.50</b>		<b>3,415.50</b>

Low Task Subtotal SC2023-07 Project Black Bear 3,415.50

**Low Task** 2023.002.98 General Project Reviews

Professional Services

Category/Employee	Current Hours	Rate	Current Amount
Clapp, Lucas W	0.50	127.00	63.50
<b>Subtotal Professional Services</b>	<b>0.50</b>		<b>63.50</b>

Low Task Subtotal General Project Reviews 63.50

**Low Task** 2023.002.99 WCA Project Reviews

Professional Services

Category/Employee	Current Hours	Rate	Current Amount
Kaster, Anthony R (Tony)	10.75	187.00	2,010.25
Shoemaker, Todd E	1.00	220.00	220.00
<b>Subtotal Professional Services</b>	<b>11.75</b>		<b>2,230.25</b>

Low Task Subtotal WCA Project Reviews 2,230.25

**Low Task** 2023.003 Routine Stream Monitoring

Professional Services

Category/Employee	Current Hours	Rate	Current Amount
Ramsey, Ellen J	3.00	115.00	345.00
Doerr, Sylvia M	14.00	133.00	1,862.00
Stone, Alicia L (Ali)	14.50	133.00	1,928.50
Kemmitt, Kathrine Lee (Katie)	1.75	142.00	248.50
<b>Subtotal Professional Services</b>	<b>33.25</b>		<b>4,384.00</b>

**Disbursements**

Usage - Vehicle	216.84
Direct - Field Supplies	4.98
Direct - Testing & Lab Charges	1,016.40





INVOICE

**Invoice Number** 2124066  
**Invoice Date** August 30, 2023  
**Purchase Order** -  
**Customer Number** 165842  
**Project Number** 227705633

**Subtotal Disbursements** 1,238.22

Low Task Subtotal **Routine Stream Monitoring** 5,622.22

**Low Task** 2023.004 **Routine Lake Monitoring**

Professional Services

Category/Employee	Current Hours	Rate	Current Amount
Ramsey, Ellen J	6.75	115.00	776.25
Bauer, Mia Anne	9.50	119.00	1,130.50
Paquin, Timothy Joel (Tim)	15.75	119.00	1,874.25
Clapp, Lucas W	5.50	127.00	698.50
Doerr, Sylvia M	1.25	133.00	166.25
Hyams, Aaron Robert	1.00	133.00	133.00
Pesik, Joseph Richard (Joey)	1.75	133.00	232.75
Stone, Alicia L (Ali)	9.75	133.00	1,296.75
Kemmitt, Kathrine Lee (Katie)	6.50	142.00	923.00
Beneke, Thomas S (Tom)	2.00	172.00	344.00
<b>Subtotal Professional Services</b>	<u>59.75</u>		<u>7,575.25</u>

**Disbursements**

Usage - Vehicle	115.95
Direct - Testing & Lab Charges	723.80
<b>Subtotal Disbursements</b>	<u>839.75</u>

Low Task Subtotal **Routine Lake Monitoring** 8,415.00

**Low Task** 2023.005 **CAMP Monitoring**

Professional Services

Category/Employee	Current Hours	Rate	Current Amount
Schafermeyer, Benjamin L (Ben)	1.00	127.00	127.00
<b>Subtotal Professional Services</b>	<u>1.00</u>		<u>127.00</u>

**Disbursements**

Usage - Vehicle	70.09
<b>Subtotal Disbursements</b>	<u>70.09</u>

Low Task Subtotal **CAMP Monitoring** 197.09

**Low Task** 2023.007 **Grant Writing**



INVOICE

**Invoice Number** 2124066  
**Invoice Date** August 30, 2023  
**Purchase Order** --  
**Customer Number** 165842  
**Project Number** 227705633

**Professional Services**

Category/Employee		Current Hours	Rate	Current Amount
	Kemmitt, Kathrine Lee (Katie)	22.00	142.00	3,124.00
	Spector, Diane F	19.25	195.00	3,753.75
	<b>Subtotal Professional Services</b>	<u>41.25</u>		<u>6,877.75</u>

Low Task Subtotal **Grant Writing** 6,877.75

Low Task **2023.009.01** General Education Program

**Professional Services**

Category/Employee		Current Hours	Rate	Current Amount
	Spector, Diane F	15.75	195.00	3,071.25
	<b>Subtotal Professional Services</b>	<u>15.75</u>		<u>3,071.25</u>

Low Task Subtotal **General Education Program** 3,071.25

Low Task **2023.009.02** WMWA

**Professional Services**

Category/Employee		Current Hours	Rate	Current Amount
	Kemmitt, Kathrine Lee (Katie)	1.00	142.00	142.00
	Spector, Diane F	1.00	195.00	195.00
	<b>Subtotal Professional Services</b>	<u>2.00</u>		<u>337.00</u>

Low Task Subtotal **WMWA** 337.00

Top Task Subtotal **2023 Technical Services** 38,432.01

**Total Fees & Disbursements** 38,432.01  
**INVOICE TOTAL (USD)** 38,432.01

**Net Due in 30 Days or in accordance with terms of the contract**

SC - 1,535.63  
 WM - 1,535.62



INVOICE

**Invoice Number** 2125691  
**Invoice Date** September 1, 2023  
**Purchase Order** -  
**Customer Number** 165842  
**Project Number** 227705898

**Bill To**

Shingle Creek Watershed Management Commission  
 Judie Anderson  
 3235 Fernbrook Lane  
 Plymouth MN 55447  
 United States

**Please Remit To**

Stantec Consulting Services Inc. (SCSI)  
 13980 Collections Center Drive  
 Chicago IL 60693  
 United States

<b>Project</b>	<b>2023 Maintenance Fund</b>		
Project Manager	Spector, Diane F	Contract Upset	17,577.00
Current Invoice Total (USD)	5,708.58	Amount Billed to Date	17,575.78
		For Period Ending	<b>August 25, 2023</b>

**Top Task 100 Crystal Lake Carp Management**

Professional Services

Category/Employee	Current Hours	Rate	Current Amount
Ramsey, Ellen J	21.75	115.00	2,501.25
Doerr, Sylvia M	12.50	133.00	1,662.50
Pesik, Joseph Richard (Joey)	4.00	133.00	532.00
Kemmitt, Kathrine Lee (Katie)	1.75	142.00	248.50
<b>Subtotal Professional Services</b>	<b>40.00</b>		<b>4,944.25</b>

**Disbursements**

Direct - Field Supplies	97.77
Direct - Other Direct Expenses	201.45
Usage - Vehicle	465.11
<b>Subtotal Disbursements</b>	<b>764.33</b>

Top Task Subtotal	Crystal Lake Carp Management	5,708.58
	<b>Total Fees &amp; Disbursements</b>	<b>5,708.58</b>
	<b>INVOICE TOTAL (USD)</b>	<b>5,708.58</b>

**Net Due in 30 Days or in accordance with terms of the contract**



INVOICE

**Invoice Number** 2125686  
**Invoice Date** September 1, 2023  
**Purchase Order** --  
**Customer Number** 165842  
**Project Number** 227701416

**Bill To**

Shingle Creek Watershed Management Commission  
 Accounts Payable  
 3235 Fernbrook Lane  
 Plymouth MN 55447  
 United States

**Please Remit To**

Stantec Consulting Services Inc. (SCSI)  
 13980 Collections Center Drive  
 Chicago IL 60693  
 United States

<b>Project</b>	<b>B001240-20-216: Crystal Lake Management Plan</b>		
Project Manager	Spector, Diane F	Contract Upset	140,830.00
Current Invoice Total (USD)	486.00	Amount Billed to Date	128,569.88
		For Period Ending	<b>August 25, 2023</b>

<b>Top Task</b>	<b>101A</b>	<b>Dosing</b>			
<u>Professional Services</u>					
<b>Category/Employee</b>			<b>Current Hours</b>	<b>Rate</b>	<b>Current Amount</b>
		Kemmitt, Kathrine Lee (Katie)	1.00	142.00	142.00
		<b>Subtotal Professional Services</b>	<u>1.00</u>		<u>142.00</u>
Top Task Subtotal	Dosing				142.00

<b>Top Task</b>	<b>103A</b>	<b>SAV Surveys</b>			
<u>Professional Services</u>					
<b>Category/Employee</b>			<b>Current Hours</b>	<b>Rate</b>	<b>Current Amount</b>
		Beneke, Thomas S (Tom)	2.00	172.00	344.00
		<b>Subtotal Professional Services</b>	<u>2.00</u>		<u>344.00</u>
Top Task Subtotal	SAV Surveys				344.00

<b>Total Fees &amp; Disbursements</b>	486.00
<b>INVOICE TOTAL (USD)</b>	<b>486.00</b>

**Due upon receipt or in accordance with terms of the contract**



INVOICE

**Invoice Number** 2125489  
**Invoice Date** September 1, 2023  
**Purchase Order** ---  
**Customer Number** 165842  
**Project Number** 227705161

**Bill To**

Shingle Creek Watershed Management Commission  
 Judie Anderson  
 3235 Fernbrook Lane  
 Plymouth MN 55447  
 United States

**Please Remit To**

Stantec Consulting Services Inc. (SCSI)  
 13980 Collections Center Drive  
 Chicago IL 60693  
 United States

<b>Project</b>	<b>Bass Lake Vegetation Improvements</b>		
Project Manager	Kemmitt, Katie	Contract Upset	24,780.00
Current Invoice Total (USD)	2,568.75	Amount Billed to Date	21,676.52
		For Period Ending	<b>August 25, 2023</b>

<b>Top Task</b>	<b>100</b>	<b>Bass Lake Vegetation Improvement</b>		
<b>Low Task</b>	<b>100.001</b>	<b>Planning &amp; Coordination</b>		
<u>Professional Services</u>				
<b>Category/Employee</b>		<b>Current Hours</b>	<b>Rate</b>	<b>Current Amount</b>
	Beneke, Thomas S (Tom)	1.00	172.00	172.00
	<b>Subtotal Professional Services</b>	<u>1.00</u>		<u>172.00</u>
Low Task Subtotal	<b>Planning &amp; Coordination</b>			172.00

<b>Low Task</b>	<b>100.003</b>	<b>Monitoring</b>		
<u>Professional Services</u>				
<b>Category/Employee</b>		<b>Current Hours</b>	<b>Rate</b>	<b>Current Amount</b>
	Bauer, Mia Anne	8.25	119.00	981.75
	Paquin, Timothy Joel (Tim)	9.00	119.00	1,071.00
	Beneke, Thomas S (Tom)	2.00	172.00	344.00
	<b>Subtotal Professional Services</b>	<u>19.25</u>		<u>2,396.75</u>
Low Task Subtotal	<b>Monitoring</b>			2,396.75

Top Task Subtotal	Bass Lake Vegetation Improvement	2,568.75
<b>Total Fees &amp; Disbursements</b>		<u>2,568.75</u>
<b>INVOICE TOTAL (USD)</b>		<b>2,568.75</b>

**Net Due in 60 Days or in accordance with terms of the contract**



INVOICE

**Invoice Number** 2125688  
**Invoice Date** September 1, 2023  
**Purchase Order** -  
**Customer Number** 165842  
**Project Number** 227705219

**Bill To**

Shingle Creek Watershed Management Commission  
 Judie Anderson  
 3235 Fernbrook Lane  
 Plymouth MN 55447  
 United States

**Please Remit To**

Stantec Consulting Services Inc. (SCSI)  
 13980 Collections Center Drive  
 Chicago IL 60693  
 United States

<b>Project</b>	<b>Meadow Lake Management Plan Phase 2</b>		
Project Manager	Spector, Diane F	Contract Upset	102,810.00
Current Invoice Total (USD)	2,505.87	Amount Billed to Date	51,962.73
		For Period Ending	<b>August 25, 2023</b>

**Top Task** 100 **Professional Services**  
**Low Task** 100.102 **Monitoring and Data Gathering**

Professional Services

Category/Employee	Current Hours	Rate	Current Amount
Paquin, Timothy Joel (Tim)	6.50	119.00	773.50
Clapp, Lucas W	7.00	127.00	889.00
Kemmitt, Kathrine Lee (Katie)	3.00	142.00	426.00
Beneke, Thomas S (Tom)	2.00	172.00	344.00
<b>Subtotal Professional Services</b>	<u>18.50</u>		<u>2,432.50</u>

**Disbursements**

Usage - Vehicle	73.37
<b>Subtotal Disbursements</b>	<u>73.37</u>

Low Task Subtotal	<b>Monitoring and Data Gathering</b>	2,505.87
Top Task Subtotal	Professional Services	2,505.87
	<b>Total Fees &amp; Disbursements</b>	<u>2,505.87</u>
	<b>INVOICE TOTAL (USD)</b>	<b>2,505.87</b>

**Due upon receipt or in accordance with terms of the contract**



INVOICE

**Invoice Number** 2125673  
**Invoice Date** September 1, 2023  
**Purchase Order** -  
**Customer Number** 165842  
**Project Number** 227705748

**Bill To**

Shingle Creek Watershed Management Commission  
 Accounts Payable  
 3235 Fernbrook Lane  
 Plymouth MN 55447  
 United States

**Please Remit To**

Stantec Consulting Services Inc. (SCSI)  
 13980 Collections Center Drive  
 Chicago IL 60693  
 United States

<b>Project</b>	<b>Shingle Creek Regional Trail Bank Stabilization &amp; Fishery Improvement Feasibility Study</b>		
Project Manager	Harding, Sarah Ellen	Contract Upset	25,000.00
Current Invoice Total (USD)	1,023.00	Amount Billed to Date	20,625.98
		For Period Ending	<b>August 25, 2023</b>

**Top Task** 200 **Professional Services**  
**Low Task** 200.002 **Alternatives Evaluation and Technical Memorandum**

Professional Services

Category/Employee	Current Hours	Rate	Current Amount
Harding, Sarah Ellen	2.75	172.00	473.00
Matthiesen, Edward Armin (Ed)	0.50	220.00	110.00
Shoemaker, Todd E	2.00	220.00	440.00
<b>Subtotal Professional Services</b>	<u>5.25</u>		<u>1,023.00</u>

Low Task Subtotal	<b>Alternatives Evaluation and Technical Memorandum</b>	1,023.00
Top Task Subtotal	Professional Services	1,023.00
<b>Total Fees &amp; Disbursements</b>		<u>1,023.00</u>
<b>INVOICE TOTAL (USD)</b>		<b>1,023.00</b>

**Due upon receipt or in accordance with terms of the contract**



INVOICE

**Invoice Number** 2125492  
**Invoice Date** September 1, 2023  
**Purchase Order** —  
**Customer Number** 165842  
**Project Number** 227705747

**Bill To**

Shingle Creek Watershed Management Commission  
 Accounts Payable  
 3235 Fernbrook Lane  
 Plymouth MN 55447  
 United States

**Please Remit To**

Stantec Consulting Services Inc. (SCSI)  
 13980 Collections Center Drive  
 Chicago IL 60693  
 United States

<b>Project</b>	<b>Brookdale Park Shingle Creek Remeander Feasibility Study</b>		
Project Manager	Harding, Sarah Ellen	Contract Upset	39,000.00
Current Invoice Total (USD)	1,319.74	Amount Billed to Date	27,523.25
		For Period Ending	<b>August 25, 2023</b>

<b>Top Task</b>	<b>200</b>	<b>Professional Services</b>	
<b>Low Task</b>	<b>200.001</b>	<b>Data Collection &amp; Review (desktop, site visit, sediment investigation, topo survey)</b>	
<b>Disbursements</b>		Usage - Vehicle	24.24
		<b>Subtotal Disbursements</b>	<u>24.24</u>

Low Task Subtotal	<b>Data Collection &amp; Review (desktop, site visit, sediment investigation, topo survey)</b>	24.24
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<b>Low Task</b>	<b>200.002</b>	<b>Alternatives Evaluation and Basis of Design Memorandum</b>		
<b>Professional Services</b>				
<b>Category/Employee</b>		<b>Current Hours</b>	<b>Rate</b>	<b>Current Amount</b>
	Harding, Sarah Ellen	4.75	172.00	817.00
	Lofton, Dendy D	0.50	187.00	93.50
	Matthiesen, Edward Armin (Ed)	0.75	220.00	165.00
	Shoemaker, Todd E	1.00	220.00	220.00
	<b>Subtotal Professional Services</b>	<u>7.00</u>		<u>1,295.50</u>

Low Task Subtotal	<b>Alternatives Evaluation and Basis of Design Memorandum</b>	1,295.50
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Top Task Subtotal	Professional Services	1,319.74
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<b>Total Fees &amp; Disbursements</b>	<u>1,319.74</u>
<b>INVOICE TOTAL (USD)</b>	<b>1,319.74</b>

Due upon receipt or in accordance with terms of the contract





INVOICE

**Invoice Number** 2124068  
**Invoice Date** August 30, 2023  
**Purchase Order** -  
**Customer Number** 165842  
**Project Number** 227705750

**Bill To**

Shingle Creek Watershed Management Commission  
 Accounts Payable  
 3235 Fernbrook Lane  
 Plymouth MN 55447  
 United States

**Please Remit To**

Stantec Consulting Services Inc. (SCSI)  
 13980 Collections Center Drive  
 Chicago IL 60693  
 United States

<b>Project</b>	<b>Eagle Lake Subwatershed Assessment</b>		
Project Manager	Shoemaker, Todd E	Contract Upset	55,000.00
Current Invoice Total (USD)	16,568.01	Amount Billed to Date	54,307.36
		For Period Ending	<b>August 25, 2023</b>

**Top Task** 100 **Professional Services**  
**Low Task** 100.1 **PM & Coordination**

Professional Services

Category/Employee	Current Hours	Rate	Current Amount
Tourtillott, Danielle M	0.25	127.00	31.75
Tilman, Elizabeth (Lisa)	1.00	187.00	187.00
<b>Subtotal Professional Services</b>	<u>1.25</u>		<u>218.75</u>

Low Task Subtotal **PM & Coordination** 218.75

**Low Task** 100.4 **Internal Load & Aquatic Vegetation Evaluation**

Professional Services

Category/Employee	Current Hours	Rate	Current Amount
Bauer, Mia Anne	9.00	119.00	1,071.00
Paquin, Timothy Joel (Tim)	23.50	119.00	2,796.50
Clapp, Lucas W	13.00	127.00	1,651.00
Schafermeyer, Benjamin L (Ben)	1.00	127.00	127.00
Hyams, Aaron Robert	1.25	133.00	166.25
Kemmitt, Kathrine Lee (Katie)	5.75	142.00	816.50
Beneke, Thomas S (Tom)	5.50	172.00	946.00
Lofton, Dendy D	44.50	187.00	8,321.50
Tilman, Elizabeth (Lisa)	2.25	187.00	420.75
<b>Subtotal Professional Services</b>	<u>105.75</u>		<u>16,316.50</u>

**Disbursements**

Usage - Vehicle	32.76
<b>Subtotal Disbursements</b>	<u>32.76</u>



INVOICE

Invoice Number	2124068
Invoice Date	August 30, 2023
Purchase Order	—
Customer Number	165842
Project Number	227705750

Low Task Subtotal	<b>Internal Load &amp; Aquatic Vegetation Evaluation</b>	16,349.26
Top Task Subtotal	Professional Services	16,568.01
	<b>Total Fees &amp; Disbursements</b>	16,568.01
	<b>INVOICE TOTAL (USD)</b>	<b>16,568.01</b>

**Net Due in 30 Days or in accordance with terms of the contract**



3235 Fernbrook Lane Plymouth MN  
55447

Shingle Creek Watershed Management Commission  
3235 Fernbrook Lane  
Plymouth MN 55447

8-Sep-23

Re: 2023 WMWA General Expense and Watershed PREP

Description	Rate	Hours/ No.	Amount	Total
<b>General Expense</b>				
Secretarial	70.00		-	
Administrative	75.00	1.90	142.50	
Administrative - website, Facebook, Twitter	75.00		-	
Offsite, WMWA meetings, Blue Thumb, Watershed Partners, Home Expo, Henn County, city events	80.00	2.00	160.00	
Website hosting, Godaddy renewal	1.00		-	
Reimbursables	1.00	5.63	5.63	
<b>Total General Expense</b>				<b>308.13</b>
<b>Watershed PREP</b>				
Secretarial	70.00		-	
Administrative	75.00		-	
Offsite	80.00		-	
Reimbursables	1.00		-	
<b>Total Watershed PREP</b>				<b>-</b>
<b>Total this invoice</b>				<b>308.13</b>
<b>Partner Share</b>				<b>77.03</b>



3235 Fernbrook Lane  
Plymouth MN 55447

Shingle Creek / West Mississippi Watershed Management Commissions  
3235 Fernbrook Lane  
Plymouth, MN 55447

September 8, 2023

	Share	G/L	Shingle Creek			West Mississippi			Total Project Area	
			SC	WM		SC	WM		SC	WM
Administrative		53001	70.00	-		70.00	-			
Administrative		53001	12.92	75.00	969.00	9.74	75.00	730.50		
Admin - Offsite		53001	80.00	-		80.00	-			
Administrative	70-30	53001	70.00	-		70.00	-			
Administrative	70-30	53001	34.04	75.00	1,787.10	75.00	765.90			
Admin - offsite	70-30	53001	3.20	80.00	179.20	80.00	76.80			
Office Support	70-30	53001	22.00	75.00	1,155.00	75.00	495.00			
Data Processing/File Mgmt		53001	65.00	-		65.00				
Data Processing/File Mgmt		53001	3.55	75.00	266.25	3.55	75.00	266.25		
Data Processing/File Mgmt	70-30	53001	75.00	-		75.00	-			
Annual Storage Rental -.14/.11		53001	1.00	54.74	54.74	1.00	43.01	43.01		
Administration Reimbursables		53001	631.74	1.00	631.74	295.34	1.00	295.34	5,043.030	2,672.800
Bookkeeping		54022	70.00	-		70.00				
Bookkeeping		54022	5.75	75.00	431.25	2.75	75.00	206.25		
Audit Prep		54022	75.00	-		75.00	-	431.250	206.250	
Meal Expense	70-30	54001	419.00	1.00	293.30	1.00	125.70	293.300	125.700	
Project / WCA Reviews - Admin		53002	0.18	75.00	13.50	0.99	75.00	74.25		
Project / WCA Reviews -Reimbursables		53002	7.94	1.00	7.94	3.62	1.00	3.62	21.440	77.870
Website	50-50	57008	0.58	75.00	21.75	75.00	21.75			
Renew website domain, zoom	50-50	57008	1.00	-		1.00				
Education - Reimbursables	50-50	57007	1.00	-		1.00		21.750	21.750	
Engineering Support - Admin		53004	75.00	-		75.00	-			
Engineering Support - Admin	70-30	53004	15.78	75.00	828.45	75.00	355.05			
Engineering Support - offsite	70-30	53004	1.75	80.00	98.00	80.00	42.00			
Engineering Support - Reimbursables		53004	87.80	1.00	87.80	35.06	1.00	35.06	1,014.250	432.11
Engineering Support - CIP Admin		53004	70.00	-		70.00				
Engineering Support - CIP Admin		53004	5.43	75.00	407.25	0.52	75.00	39.00		
Engineering Support - CIP Copies		53004	0.12	-		0.12				
Engineering Support - CIP -Secre	50-50	53004	70.00	-		70.00				
Engineering Support - CIP Admin	50-50	53004	75.00	-		75.00	-			
Engineering Support - CIP Reimbur	50-50	53004	10.24	1.00	10.24	0.48	1.00	0.48	417.49	39.48
Engineering Support - Cost Share			75.00	-		0.8	75.00	60.00		
Engineering Support - Cost Share reimbursables			1.00	-		11.62	1.00	11.62	0.00	71.62
									<b>7,242.51</b>	<b>3,647.580</b>

**West Mississippi Watershed Management Commission  
Treasurer's Report**

	2023 Budget	August	September	%age YTD	2023 YTD
<b>REVENUE</b>					
Application Fees	20,000			33.50	6,700.00
Member Assessments	156,200			100.00	156,200.00
Interest & Dividend Income	100	5,635.98		39,128.52	39,128.52
Miscellaneous Income					-
<i>Transfer to (from) CIPs (see CIP Tracker page)</i>					80,409.37
<i>Transfer to (from) Grants</i>					27,500.00
<i>To (From) Reserve</i>					-
<b>TOTAL REVENUE</b>	<b>176,300</b>	<b>5,635.98</b>	<b>-</b>		<b>309,937.89</b>
<b>EXPENSES</b>					
<b>ADMINISTRATION</b>					
Administrative Services	32,000	1,994.99	2,672.80	64.86	20,756.49
Engineering Support	4,000	644.15	543.21	68.18	2,727.02
Project Reviews	1,500	23.10	77.87	23.76	356.44
<b>ENGINEERING</b>					
Administration	32,300	5,080.57	2,268.42	100.12	32,337.56
Grant Application Writing	0				-
Project Review	25,000	1,168.13	374.00	87.54	21,886.02
Highway 252/94 EIS Review					6,040.00
<b>LEGAL</b>					
Legal Services	5,000	353.17	580.50	56.58	2,829.14
MN DOT Scoping Project					537.50
<b>MISCELLANEOUS</b>					
Bookkeeping	3,400	168.00	206.25	94.63	3,217.50
Audit	6,500	4,700.00		72.31	4,700.00
Insurance & Bonding	3,000			96.73	2,902.00
Meeting Expense	3,000	121.50	125.70	64.97	1,949.16
<b>PROJECTS</b>					
Outfall and Stream Monitoring	24,600	1,213.00	1,785.88	22.32	5,490.08
Annual Monitoring Report	7,500			111.40	8,354.68
<b>Water Quality Education</b>					
Education	17,000	1,204.50	1,557.37	82.23	13,978.61
WMWA General Programs	5,000			60.00	3,000.00
WMWA Implementation/Watershed Prep	6,500			92.31	6,000.00
Rain Garden Workshops	0				-
Education Grants	0				-
Management Plan/Amendments	0				-
4th Generation Plan 2023					265.03
<i>Transfer to (from) CIPs</i>			262.30		262.30
<i>Transfer to (from) Grants</i>					-
<i>To (from) Reserves</i>					-
<b>TOTAL OPERATING EXPENSE</b>	<b>176,300</b>	<b>16,671.11</b>	<b>10,454.30</b>		<b>137,589.53</b>
<b>CASH SUMMARY</b>					
<b>4M Fund Balance at 12/31/22</b>					<b>1,064,477.43</b>
<b>Plus Revenue Received to Date</b>					<b>348,852.84</b>
<b>Minus Claims Approved to Date</b>					<b>(171,775.53)</b>
<b>Minus Claims Presented Current Month</b>					<b>10,454.30</b>
<b>Fund Balance</b>		<b>1,262,463.34</b>			<b>1,252,009.04</b>

**West Mississippi Watershed Management Commission  
Treasurer's Report**

Claims Presented	General Ledger Acct No.	August	September		
					<b>Total</b>
Kennedy & Graven					<b>580.50</b>
Legal - General	52001		580.50		
ECM Publishers					<b>262.30</b>
Hearing Notice-City Cost Share BMP Projects	70718		131.15		
Hearing Notice-Private Cost Share BMP Projects	70719		131.15		
Stantec					<b>5,963.92</b>
General Engineering	51001		2,268.42		
Project Reviews	51002		374.00		
Highway 252/94 EIS Review	51001				
4th Generation Plan	51008				
Legal Boundary Update (4th Gen Plan)	51008				
Education Program	57008		1,535.62		
Stream and Outfall Monitoring	58011		1,785.88		
Annual Water Monitoring Report	58002				
Intensive BMPs	57011				
Judie Anderson's Secretarial Service					<b>3,647.58</b>
Administration	53001		2,672.80		
Bookkeeping / Audit Prep	54002		206.25		
Project Review Support	53002		77.87		
Meeting Expense - Previous Mo. Meal	54001		125.70		
Education Programs	57008		21.75		
Engineering Support	53004		432.11		
Engineering Support - CIPs	53004		39.48		
Eng Support - Cost Share	53004		71.62		
<b>Total Claims</b>					<b>10,454.30</b>

**Kennedy & Graven, Chartered**

150 South Fifth Street, Suite 700  
Minneapolis, MN 55402

(612) 337-9300

41-1225694

August 23, 2023

Statement No. 176339

West Mississippi Watershed Management Commission

JASS - Watershed Administrators  
3235 Fernbrook Lane  
Plymouth, MN 55447

Through July 31, 2023

WE405-00001    General

623.50

**Total Current Billing:** 623.50

I declare, under penalty of law, that this account, claim or demand is just and correct and that no part of it has been paid.

DocuSigned by:

*Troy J. Gilchrist*

67F85C9F0F29444...

Signature of Claimant

### Kennedy & Graven, Chartered

150 South Fifth Street, Suite 700  
Minneapolis, MN 55402

West Mississippi Watershed

July 31, 2023

WE405-00001 General

Through July 31, 2023

For All Legal Services As Follows:

			Hours	Amount
7/12/2023	SBK	Review and analyze packet materials for Technical Advisory Committee meeting and regular meeting	0.40	86.00
7/13/2023	SBK	Travel to and attend Technical Advisory Committee meeting and regular meeting; provide legal advice at TAC meeting and regular meeting; exchange recommendations to T Gilchrist regarding jurisdictional question and possible data practices issue	2.10	451.50
7/19/2023	TJG	Review and respond to email from Judie regarding data request	0.20	43.00
7/24/2023	TJG	Review and respond to email from Judie regarding data practices policy; review document history	0.20	43.00
<b>Total Services:</b>			<b>\$</b>	<b>623.50</b>

**Total Services and Disbursements: \$ 623.50**

WM - 43.00

SC - 43.00



**INVOICE**

Invoice Date

9/7/2023

Invoice Number      Ad Number

963886

1335442

Terms

60 days from Statement

Check Number      Amount Paid

--	--

Account #      421129      \$918.00

SHINGLE CREEK WATERSHED MGMT COMM  
 ATTN: JUDIE ANDERSON  
 3235 FERNBROOK LN N  
 PLYMOUTH, MN 55447

ACCOUNT NUMBER	START DATE	STOP DATE	EDITION DATE	ACCOUNT REPRESENTATIVE
421129	08/31/23	09/07/23	9/7/2023	Osseo Legals 763-691-6001

Please return the upper portion with your payment. Or call 763-712-2494 with a credit card payment.

PUBLICATION	DATE	AD#	CLASS	DESCRIPTION/TAG LINE	TYPE	SIZE	QTY/TIMES	AMOUNT
Osseo MG Champlin & Dayton Press	09/07/2023	1335442	150	Sept 14 PH Improvements	LD	2.0 X 12.68	2	918.00

SC - \$655.70 (5 @ 131.14)  
 WM - \$262.30 (2 @ 131.15)

Net Amount	918.00
Shipping	0.00
Tax	0.00
Amount Due	918.00

963886



**\$30 charge assessed for returned checks.**  
 Report errors within 5 days to ensure consideration.  
 Unpaid balances over 30 days past due will incur a 1.5%  
 finance charge per month (Minimum .50 per month).

**AFFIDAVIT OF PUBLICATION**

STATE OF MINNESOTA ) ss  
COUNTY OF HENNEPIN

Rhonda Herberg being duly sworn on an oath, states or affirms that he/she is the Publisher's Designated Agent of the newspaper(s) known as:

Osseo MG Champlin Dayton Press

with the known office of issue being located in the county of:

HENNEPIN

with additional circulation in the counties of:  
HENNEPIN

and has full knowledge of the facts stated below:

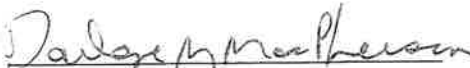
- (A) The newspaper has complied with all of the requirements constituting qualification as a qualified newspaper as provided by Minn. Stat. §331A.02.
- (B) This Public Notice was printed and published in said newspaper(s) once each week, for 2 successive week(s); the first insertion being on 08/31/2023 and the last insertion being on 09/07/2023.

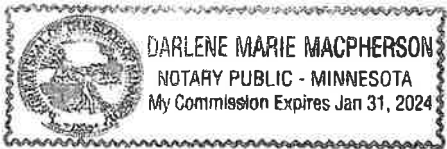
**MORTGAGE FORECLOSURE NOTICES**

Pursuant to Minnesota Stat. §580.033 relating to the publication of mortgage foreclosure notices: The newspaper complies with the conditions described in §580.033, subd. 1, clause (1) or (2). If the newspaper's known office of issue is located in a county adjoining the county where the mortgaged premises or some part of the mortgaged premises described in the notice are located, a substantial portion of the newspaper's circulation is in the latter county.

By:   
Designated Agent

Subscribed and sworn to or affirmed before me on 09/07/2023 by Rhonda Herberg.

  
Notary Public



Rate Information:  
(1) Lowest classified rate paid by commercial users for comparable space:  
\$999.99 per column inch



INVOICE

**Invoice Number** 2124067  
**Invoice Date** August 30, 2023  
**Purchase Order** --  
**Customer Number** 165866  
**Project Number** 227705634

**Bill To**

West Mississippi Watershed Management Commission  
 Accounts Payable  
 3235 Fernbrook Lane  
 Plymouth MN 55447  
 United States

**Please Remit To**

Stantec Consulting Services Inc. (SCSI)  
 13980 Collections Center Drive  
 Chicago IL 60693  
 United States

<b>Project</b>	<b>West Mississippi WMC Services</b>			
	Project Manager	Shoemaker, Todd E	Contract Upset	81,900.00
	Current Invoice Total (USD)	4,428.30	Amount Billed to Date	65,753.66
			For Period Ending	<b>August 25, 2023</b>

<b>Top Task</b>	<b>2023</b>	<b>2023 Technical Services</b>		
<b>Low Task</b>	<b>2023.001</b>	<b>General Engineering</b>		
<u>Professional Services</u>				
<b>Category/Employee</b>			<b>Current Hours</b>	<b>Rate</b>
				<b>Current Amount</b>
		Kemmitt, Kathrine Lee (Katie)	0.75	142.00
		Spector, Diane F	8.50	195.00
		Thompson, Kathleen Anne (Katy)	1.25	195.00
		Shoemaker, Todd E	1.00	220.00
		<b>Subtotal Professional Services</b>	<u>11.50</u>	<u>2,227.75</u>
<b>Disbursements</b>				
		Direct - Vehicle (mileage)		39.30
		Direct - Printing		1.37
		<b>Subtotal Disbursements</b>		<u>40.67</u>
Low Task Subtotal	<b>General Engineering</b>			2,268.42

<b>Low Task</b>	<b>2023.002.99</b>	<b>WCA</b>		
<u>Professional Services</u>				
<b>Category/Employee</b>			<b>Current Hours</b>	<b>Rate</b>
				<b>Current Amount</b>
		Kaster, Anthony R (Tony)	2.00	187.00
		<b>Subtotal Professional Services</b>	<u>2.00</u>	<u>374.00</u>
Low Task Subtotal	<b>WCA</b>			374.00

<b>Low Task</b>	<b>2023.003</b>	<b>Stream and Outfall Monitoring</b>		
<u>Professional Services</u>				



INVOICE

Invoice Number 2124067  
Invoice Date August 30, 2023  
Purchase Order --  
Customer Number 165866  
Project Number 227705634

Category/Employee	Current Hours	Rate	Current Amount
Ramsey, Ellen J	1.00	115.00	115.00
Doerr, Sylvia M	5.50	133.00	731.50
Stone, Alicia L (Ali)	3.50	133.00	465.50
<b>Subtotal Professional Services</b>	<u>10.00</u>		<u>1,312.00</u>

Disbursements		
Direct - Testing & Lab Charges		432.60
Usage - Vehicle		41.28
<b>Subtotal Disbursements</b>		<u>473.88</u>

Low Task Subtotal	<b>Stream and Outfall Monitoring</b>	1,785.88
Top Task Subtotal	2023 Technical Services	4,428.30
	<b>Total Fees &amp; Disbursements</b>	<u>4,428.30</u>
	<b>INVOICE TOTAL (USD)</b>	<b>4,428.30</b>

**Net Due in 30 Days or in accordance with terms of the contract**



INVOICE

**Invoice Number** 2124066  
**Invoice Date** August 30, 2023  
**Purchase Order** -  
**Customer Number** 165842  
**Project Number** 227705633

Professional Services

Category/Employee		Current Hours	Rate	Current Amount
	Kemmitt, Kathrine Lee (Katie)	22.00	142.00	3,124.00
	Spector, Diane F	19.25	195.00	3,753.75
	<b>Subtotal Professional Services</b>	<u>41.25</u>		<u>6,877.75</u>

Low Task Subtotal **Grant Writing** 6,877.75

Low Task 2023.009.01 General Education Program

Professional Services

Category/Employee		Current Hours	Rate	Current Amount
	Spector, Diane F	15.75	195.00	3,071.25
	<b>Subtotal Professional Services</b>	<u>15.75</u>		<u>3,071.25</u>

SC - 1,535.63  
 WM - 1,535.62

Low Task Subtotal **General Education Program** 3,071.25

Low Task 2023.009.02 WMWA

Professional Services

Category/Employee		Current Hours	Rate	Current Amount
	Kemmitt, Kathrine Lee (Katie)	1.00	142.00	142.00
	Spector, Diane F	1.00	195.00	195.00
	<b>Subtotal Professional Services</b>	<u>2.00</u>		<u>337.00</u>

Low Task Subtotal **WMWA** 337.00

Top Task Subtotal 2023 Technical Services 38,432.01

**Total Fees & Disbursements** 38,432.01  
**INVOICE TOTAL (USD)** 38,432.01

**Net Due in 30 Days or in accordance with terms of the contract**



3235 Fernbrook Lane  
Plymouth MN 55447

Shingle Creek / West Mississippi Watershed Management Commissions  
3235 Fernbrook Lane  
Plymouth, MN 55447

September 8, 2023

	Share	G/L	Shingle Creek			West Mississippi			Total Project Area	
			SC	WM		SC	WM		SC	WM
Administrative		53001	70.00	-		70.00	-			
Administrative		53001	12.92	75.00	969.00	9.74	75.00	730.50		
Admin - Offsite		53001	80.00	-		80.00	-			
Administrative	70-30	53001	70.00	-		70.00	-			
Administrative	70-30	53001	34.04	75.00	1,787.10	75.00	765.90			
Admin - offsite	70-30	53001	3.20	80.00	179.20	80.00	76.80			
Office Support	70-30	53001	22.00	75.00	1,155.00	75.00	495.00			
Data Processing/File Mgmt		53001	65.00	-		65.00	-			
Data Processing/File Mgmt		53001	3.55	75.00	266.25	3.55	75.00	266.25		
Data Processing/File Mgmt	70-30	53001	75.00	-		75.00	-			
Annual Storage Rental -.14/.11		53001	1.00	54.74	54.74	1.00	43.01	43.01		
Administration Reimbursables		53001	631.74	1.00	631.74	295.34	1.00	295.34	5,043.030	2,672.800
Bookkeeping		54022	70.00	-		70.00	-			
Bookkeeping		54022	5.75	75.00	431.25	2.75	75.00	206.25		
Audit Prep		54022	75.00	-		75.00	-	431.250	206.250	
Meal Expense	70-30	54001	419.00	1.00	293.30	1.00	125.70	293.300	125.700	
Project / WCA Reviews - Admin		53002	0.18	75.00	13.50	0.99	75.00	74.25		
Project / WCA Reviews -Reimbursables		53002	7.94	1.00	7.94	3.62	1.00	3.62	21.440	77.870
Website	50-50	57008	0.58	75.00	21.75	75.00	21.75			
Renew website domain, zoom	50-50	57008	1.00	-		1.00	-			
Education - Reimbursables	50-50	57007	1.00	-		1.00	-	21.750	21.750	
Engineering Support - Admin		53004	75.00	-		75.00	-			
Engineering Support - Admin	70-30	53004	15.78	75.00	828.45	75.00	355.05			
Engineering Support - offsite	70-30	53004	1.75	80.00	98.00	80.00	42.00			
Engineering Support - Reimbursables		53004	87.80	1.00	87.80	35.06	1.00	35.06	1,014.250	432.11
Engineering Support - CIP Admin		53004	70.00	-		70.00	-			
Engineering Support - CIP Admin		53004	5.43	75.00	407.25	0.52	75.00	39.00		
Engineering Support - CIP Copies		53004	0.12	-		0.12	-			
Engineering Support - CIP -Secre	50-50	53004	70.00	-		70.00	-			
Engineering Support - CIP Admin	50-50	53004	75.00	-		75.00	-			
Engineering Support - CIP Reimbur	50-50	53004	10.24	1.00	10.24	0.48	1.00	0.48	417.49	39.48
Engineering Support - Cost Share			75.00	-		0.8	75.00	60.00		
Engineering Support - Cost Share reimbursables			1.00	-		11.62	1.00	11.62	0.00	71.62
									<b>7,242.51</b>	<b>3,647.580</b>

**To:** Shingle Creek/West Mississippi WMO Commissioners  
**From:** Todd Shoemaker, P.E.  
**Date:** September 13, 2023  
**Subject:** Blue Line Light Rail Project Review Fee

**Recommended  
Commission Action**

Authorize Shingle Creek Chairman to execute Blue Line Project Review Fee Agreement.

The Metropolitan Council proposes to extend the Blue Line Light Rail from downtown Minneapolis to Brooklyn Park thereby bisecting the Shingle Creek Watershed and a portion of the West Mississippi Watershed. Because this is a major project, it will require significant project review time – more than provided by the Commission’s standard project review fees. Therefore, staff has worked with Met Council to draft the attached agreement that provides reimbursement for project review fees up to \$30,000. This agreement is similar to one that was previously in place when Met Council planned this route for Bus Rapid Transit.

If approved, staff will work with Met Council and the Shingle Creek Chairman to execute the agreement. One agreement will be executed with Shingle Creek WMC since most of the project is located within the Shingle Creek Watershed.

**AGREEMENT  
BETWEEN THE METROPOLITAN COUNCIL  
AND SHINGLE CREEK WATERSHED MANAGEMENT COMMISSION  
FOR REIMBURSEMENT OF STAFF TIME**

This Agreement is made and entered into by and between the **Metropolitan Council** (“Council”), a public corporation and political subdivision of the State of Minnesota, and the **Shingle Creek Watershed Management Commission**, a Minnesota joint powers organization located in Hennepin County, Minnesota (“SCWMC”).

**WHEREAS:**

1. Minnesota Statutes, Section 473.405, Subd. 4 gives the Council the authority to engineer, construct, equip, and operate transit and paratransit systems, projects, or any parts thereof, including facilities useful or related to public transit.
2. The Council is engaged in various planning and preparation activities regarding the development of a METRO Blue Line Light Rail Train (“BLRT”) Extension between downtown Minneapolis and Brooklyn Park, Minnesota (the “Project”). The Council has adopted light rail transit (“LRT”) as the Locally Preferred Alternative (“LPA”) for the transitway. The Council is in the “Project Development” phase of the Federal Transit Administration (“FTA”) New Starts process and is authorized to engage in project development activities to secure the appropriate federal, state, and local approvals to advance the Project into the Engineering Phase.
3. The Council intends the BLRT extension as cross through the Shingle Creek Watershed, which is governed by SCWMC.
4. The SCWMC is a local unit of government created by a joint powers agreement (“JPA”) between multiple municipalities for the purpose of controlling flooding, maintaining and enhancing the quality of the surface and groundwater resources in the watershed.
5. The SCWMC is authorized by its JPA and implements through its Watershed Management Plan a program to review development and improvement projects to ensure that they conform to the policies and requirements of the SCWMC and to collect established fees for such reviews.
6. SCWMC review of large and complicated improvement projects such as the Project include attendance at multiple meetings with Project, agency and city staff; consultation regarding plans for stormwater management and hydraulic processes; and assistance with and review of hydrologic modeling.
7. The current SCWMC project review fee structure does not enable it to recoup the total costs of the activities in section 6 above.
8. Further, the SCWMC is the Local Government Unit authorized to implement the Minnesota Wetland Conservation Act (“WCA”) for land within the Shingle Creek Watershed within the Cities of Brooklyn Park, Robbinsdale, and Crystal.
9. The Cities of Brooklyn Park, Robbinsdale, and Crystal have requested assistance from SCWMC with tasks associated with the Project which fall under the WCA.
10. The SCWMC project review fee structure authorizes the SCWMC to charge applicants, including the Council, for the actual cost of tasks completed during WCA administration including



participating on a Technical Review Panel, reviewing wetland delineation reports and wetland assessments, and reviewing determination requests and mitigation plans.

11. The Parties wish to enter an Agreement to govern the Council's reimbursement of the actual costs of SCWMC staff time spent performing work under this Agreement.

**NOW THEREFORE**, in consideration of the mutual promises contained in this Agreement, the Parties agree as follows:

I. **SCOPE**

The purpose of this Agreement is to provide a mechanism through which the Council can reimburse SCWMC for Commission staff time spent on reviewing the Project for conformance with SCWMC requirements and other activities associated with the Project. SCWMC staff will engage in consultation regarding hydrology and hydraulics, including attending meetings with Project staff and reviewing associated modeling. SCWMC staff may also engage in wetland delineation review, review of potential incidental wetland determination requests, potential MNRAM review, pre-application communication, attending related meetings, and wetland permitting. SCWMC agrees to perform these activities in a satisfactory and proper manner under applicable federal, state, and local law. The projected cost of these activities is shown in Exhibit A, which is incorporated by reference. The Council will reimburse SCWMC for actual costs of staff and consultant time spent on activities supporting the Project in an amount not to exceed \$30,000 pursuant to the terms of this Agreement.

II. **COMPENSATION, METHOD OF PAYMENT**

**2.01 Maximum Total Compensation.** The maximum total compensation to be paid to SCWMC for work performed under this Agreement must not exceed \$30,000.

**2.02 Method of Payment.** SCWMC will submit to the Council a monthly, written invoice referencing this Agreement number and containing a detailed list of project labor and hours showing, for each task described in Section I above, the hours, rate, titles, and amounts actually paid for the Project work, and any supporting documentation. Upon verification and acceptance by the Council, the Council will pay SCWMC within 30 days.

**2.03 Flat Fees.** In consideration of the Council's payment of actual costs as specified in this Agreement, SCWMC shall not charge the Council its standard, flat fees which would otherwise apply for the work anticipated by this Agreement.

III. **GENERAL TERMS**

**3.01 Term and Termination.** This Agreement is effective as of the date of the last party to execute it and will terminate on the earlier of December 31, 2025 or the date that all obligations have been satisfactorily fulfilled. This Agreement may be terminated upon 30 days' written notice by either Party, or immediately upon mutual agreement of the Parties. Termination of this agreement will not relieve the Council from its obligation to reimburse the SCWMC for its actual costs up to the effective date of the termination.

**3.03 Audits.** As required by Minnesota Statutes, section 16C.05, the records, books, documents, and accounting procedures and practices of SCWMC relating to work performed pursuant to this contract shall be subject to audit and examination by the Council and the Legislative Auditor or State Auditor. SCWMC shall permit the Council or its designee to inspect, copy, and audit its accounts, records, and business documents at any time during regular business hours, as they may relate to the performance under this agreement. Audits conducted by the Council under this provision shall be in accordance with generally accepted auditing standards. Financial adjustments resulting from any audit by the Council shall be paid in full within 30 days of the SCWMC's receipt of audit.

**3.04 Liability.** The Parties will be responsible for their own acts and omissions and the results thereof to the extent authorized by law. The SCWMC and the Council's liability shall be governed by the Minnesota Municipal Tort Claims Act, Minnesota Statutes Chapter 466, and other applicable law. Each party will be solely responsible for its own employees for any worker compensation claims.

**3.05 Waiver.** The failure by the non-breaching party to insist in any one or more instances upon the performance of any term or condition of this agreement shall not be construed as a waiver or relinquishment of the right to such performance, or to future performance, of such term or condition by the breaching party, and the obligation of both parties for performance of that term or condition shall continue in full force and effect.

**3.06 Amendments.** The terms of this agreement may be changed by mutual agreement of the Parties. Such changes shall be effective only on the execution of written amendment(s) signed by the Council and the SCWMC.

**3.07 Assignment.** Neither party shall transfer its rights or obligations under this Agreement without the express written consent of the other Party.

**3.08 Data Practices.** The Parties will comply with the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13, as it applies to all data created, collected, received, stored, used, maintained, or disseminated in accordance with this Agreement. The civil remedies of Minnesota Statutes, section 13.08, apply to the release of the data referred to in this section by either Party.

**3.09 Notice.** Notice for purposes of this Agreement shall be sufficient if personally delivered or sent by certified mail to the other party at the following addresses:

For the Council:

Annie Xiong  
Blue Line Extension Project Office  
6465 Wayzata Blvd, Suite 500  
Suite 100  
St. Lous Park, MN 55426  
2920

For the SCWMC:

Ed MatthiesenTodd Shoemaker P.E.  
SCWMC Engineer/Stantec  
1 Carlson Parkway N #2080 Wooddale Drive,  
PlymouthWoodbury, MN 55447-444055125-

[Annie.Xiong@metrotransit.org](mailto:Annie.Xiong@metrotransit.org)  
[edward.matthiesen@stantec.com](mailto:edward.matthiesen@stantec.com)

**3.10 Severability.** The provisions of this agreement shall be deemed severable. If any part of this agreement is rendered void, invalid, or unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this agreement unless the part(s) which are void, invalid or otherwise unenforceable shall substantially impair the value of the entire agreement with respect to the parties.

**3.11 Federal Clauses.** The funding provided by the Council pursuant to this Agreement is composed in part of federal funds. SCWMC shall abide, and shall cause its Contractor or any other entities, employees, agents, or subcontractors performing work under this Agreement to abide by all relevant federal rules and regulations, including but not limited to those regulations identified in Exhibit B. If there is an inconsistency between Exhibit B and the terms of this Agreement, the terms of Exhibit B will prevail.

**3.12 Complete Agreement.** This agreement, including exhibits and other documents incorporated in this agreement, or made applicable by reference, constitutes the complete and exclusive statement of the terms and conditions of the agreement between the SCWMC and the Council. This agreement supersedes all prior representations, understandings, and communications. The validity in whole or in part of any term or condition of the agreement shall not affect the validity of other terms or conditions.

**IN WITNESS WHEREOF**, the parties have caused this agreement to be executed by their duly authorized representatives on the dates specified below.

**METROPOLITAN COUNCIL**

**SHINGLE CREEK WATERSHED MANAGEMENT COMMISSION**

\_\_\_\_\_

\_\_\_\_\_

Christine Beckwith  
Project Director, Blue Line Extension

Andy Polzin  
Chair

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

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

## **EXHIBIT A: SCWMC COST ESTIMATE**

### **Total Estimated Costs for non-WCA tasks = \$6,000 - \$10,000**

#### **1. Consultation/review regarding hydrology and hydraulics:**

Estimated costs: \$3,000 - \$5,000. This covers consultation regarding hydrology and hydraulics (including floodplain discussions), attending two meetings with the Blue Line LRT design team regarding H&H issues, and potential H&H model review. Cost does not include performing the modeling.

#### **2. Review of Project Designs:**

Estimated costs: \$3,000 - \$5,000. This covers the costs of the SCWMC review per the Requirements document (e.g., water quality, erosion/sediment control).

### **WCA administration tasks (Brooklyn Park, Robbinsdale, and Crystal)**

Estimated costs: \$8,000 - \$15,000. This covers wetland delineation review, potential incidental wetland determination request, potential MNRAM review, pre-application communication and two meetings, and wetland permitting.

Exhibit B - Specific Federal Transit Administration (FTA) Clauses

**Supplemental Conditions for FTA-funded projects**

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The provisions of this Exhibit are required because this Contract is funded in whole or in part by the United States Department of Transportation ("USDOT"), Federal Transit Administration. The requirements in this Exhibit are in addition to and, unless inconsistent and irreconcilable, do not supplant requirements found elsewhere in this Contract. If any requirement of this Exhibit is inconsistent with a provision found elsewhere in this Contract and is irreconcilable with such provision, the requirement in this Exhibit shall prevail.

## ARTICLE FTA-1. DEFINITIONS

- 1.1 **C.F.R.:** The acronym referring to the United States Code of Federal Regulations, which contains regulations applicable to FTA grant recipients and their contractors and subcontractors.
- 1.2 **DOT:** The acronym referring to the United States Department of Transportation. Also represented as USDOT.
- 1.3 **EPA:** The acronym referring to the United States Environmental Protection Agency. Also represented as USEPA.
- 1.4 **FTA:** The acronym referring to the Federal Transit Administration, a public transit regulatory unit of the USDOT, formerly known as the Urban Mass Transit Administration.
- 1.5 **U.S.C.:** The acronym referring to the United States Code.

## ARTICLE FTA-2.

### ACCESS TO RECORDS, ACCESS TO CONSTRUCTION SITE, AND MAINTENANCE OF RECORDS

- 2.1 **Access to Records.** The Contractor agrees to provide sufficient access to FTA and its contractors to examine, inspect, and audit records and information related to performance of this Contract as reasonably may be required.

In accordance with 49 U.S.C. section 5325(g), the Contractor agrees to provide the Council, the Secretary of Transportation, the FTA Administrator, the Comptroller General of the United States, and any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Contract for the purposes of making audits, examinations, inspections, excerpts, and transcriptions.

The Contractor also agrees, pursuant to 49 C.F.R. section 633.15, to provide the FTA Administrator or the Administrator's authorized representatives, including any project management oversight ("PMO") contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. section 5302(a)(1), which is receiving federal financial assistance through the programs described at 49 U.S.C. sections 5307, 5309, or 5311.

- 2.2 **Access to the Sites of Performance.** The Contractor agrees to permit FTA and its contractors access to the sites of performance under this Contract as may reasonably be required.
- 2.3 **Reproduction of Documents.** The Contractor will retain, and will require its subcontractors at all tiers to retain, complete and readily accessible records related in whole or in part to this Contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third-party agreements of any type, and supporting materials related to those records.
- 2.4 **Retention Period.** The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R section 200.333. The Contractor shall maintain all books, records, accounts, and reports required under this Contract for a period of not less than 3 years after the date of termination or expiration of

this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims, or exceptions related thereto.

The expiration or termination of this Contract does not alter the record retention or access requirements of this Section.

### **ARTICLE FTA-3. BUY AMERICA**

These provisions of this Article FTA-3 apply if the value of this Contract (including the value of any amendments) exceeds \$150,000.

- 3.1 Buy America.** The Contractor agrees to comply with 49 U.S.C. section 5323(j) and 49 C.F.R. part 661, which provide that Federal funds may not be obligated unless iron, steel, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. section 661.7.

### **ARTICLE FTA-4. CARGO PREFERENCE**

- 4.1 Cargo Preference—Use of United States-Flag Vessels.** The Contractor agrees:
- 4.1.1 To use privately owned United States-Flag commercial vessels to ship at least 50% of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels;
  - 4.1.2 To furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, “on-board” commercial ocean bill-of-lading in English for each shipment of cargo described in Section 4.1.1 above to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the Council (through the Contractor in the case of a lower-tier participating subcontractor’s bill of lading); and
  - 4.1.3 To include these requirements in all subcontracts issued pursuant to this Contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.
- 4.2 Fly America Requirements** The Contractor agrees to comply with 49 U.S.C. 40118 (“Fly America Act”) in accordance with the General Services Administration’s regulations at 41 C.F.R. part 301-10, which provide that recipients and subrecipients of Federal funds and their contractors are required to use U.S. Flag Air Carriers for U.S. Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. Flag Air Carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section FTA-4.2 in all subcontracts that may involve international air transportation.

### **ARTICLE FTA-5. EMPLOYEE PROTECTIONS**

Certain employee protections apply to all FTA-funded contracts with particular emphasis on construction-related projects. The Contractor will comply with all federal laws, regulations, and requirements, including:

- 5.1 Prevailing Wage Requirements**
- 5.1.1 Federal transit laws, specifically 49 U.S.C. section 5333(a), (“FTA’s Davis-Bacon Related Act”);
  - 5.1.2 The Davis-Bacon Act, 40 U.S.C. sections 31441-3144, 3146, and 3147; and
  - 5.1.3 U.S. DOL regulations, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act),” 29 C.F.R. part 5.

**5.2 Anti-Kickback Prohibitions.**

- 5.2.1 Section 1 of the Copeland “Anti-Kickback” Act, as amended, 18 U.S.C. section 874;
- 5.2.2 Section 2 of the Copeland “Anti-Kickback” Act, as amended, 40 U.S.C. section 3145; and
- 5.2.3 U.S. DOL regulations, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in part by Loans or Grants from the United States,” 29 C.F.R. part 3.

**5.3 Contract Work Hours and Safety Standards.**

- 5.3.1 Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§ 3701-3708; and supplemented by Department of Labor (“DOL”) regulations, 29 C.F.R. part 5; and
- 5.3.2 U.S. DOL regulations, “Safety and Health Regulations for Construction,” 29 C.F.R. part 1926.

**5.4 Flow Down.** These requirements extend to all third-party contractors and their contracts at every tier. The Davis-Bacon Act and the Copeland “Anti-Kickback” Act apply to all prime construction, alteration or repair contracts in excess of \$2,000. The Contract Work Hours and Safety Standards Act apply to all FTA funded contracts in excess of \$100,000 that involve the employment of mechanics or laborers.

**5.5 Model Clause/Language.** The Contractor must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. In addition, recipients can draw on the following language for inclusion in their federally funded procurements.

**5.6 Prevailing Wage and Anti-Kickback.** For all prime construction, alteration or repair contracts in excess of \$2,000 awarded by FTA, the Contractor shall comply with the Davis-Bacon Act and the Copeland “Anti-Kickback” Act. Under 49 U.S.C. section 5333(a), prevailing wage protections apply to laborers and mechanics employed on FTA assisted construction, alteration, or repair projects. The Contractor will comply with the Davis-Bacon Act, 40 U.S.C. sections 3141-3144, and 3146-3148 as supplemented by DOL regulations at 29 C.F.R. part 5, “Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction.” In accordance with the statute, the Contractor shall pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, the Contractor agrees to pay wages not less than once a week. The Contractor shall also comply with the Copeland “Anti-Kickback” Act (40 U.S.C. section 3145), as supplemented by DOL regulations at 29 C.F.R. part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in part by Loans or Grants from the United States.” The Contractor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

**5.7 Contract Work Hours and Safety Standards.** For all contracts in excess of \$100,000 that involve the employment of mechanics or laborers, the Contractor shall comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701-3708), as supplemented by the DOL regulations at 29 C.F.R. part 5. Under 40 U.S.C. § 3702 of the Act, the Contractor shall compute the wages of every mechanic and laborer, including watchmen and guards, on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic be required to work in surroundings or underworking conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or to contracts for transportation or transmission of intelligence.

In the event of any violation of the clause set forth herein, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, the Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of this clause in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by this clause.



The FTA shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or any subcontractor under any such contract or any other Federal contract with the Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the Contractor, such sums as may be determined to be necessary to satisfy any liabilities of the Contractor or any subcontractor for unpaid wages and liquidated damages as provided in this section.

The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this Contract.

## **ARTICLE FTA-6. DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION**

- 6.1** The Contractor agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200 during the term of this Contract. By signing this Contract, the Contractor certifies that neither it nor its principals, affiliates, or subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or disqualified from participation in this Contract by any Federal department or agency. This certification is a material representation of fact upon which the Council relies in entering this Contract. If it is later determined that the Contractor knowingly rendered an erroneous certification, in addition to other remedies available to the Council, the Federal Government may pursue available remedies, including suspension or debarment or both. The Contractor shall provide to the Council immediate written notice if at any time the Contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor will include a provision requiring such compliance in its lower tier covered transactions.

## **ARTICLE FTA-7. ENVIRONMENTAL STANDARDS AND PRACTICES**

- 7.1** **Clean Water Act.** For any project of \$150,000 or more, the Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. sections 1251-1387. The Contractor agrees to report each violation to the Council and understands and agrees that the Council will, in turn, report each violation as required to assure notification to FTA and the appropriate Environmental Protection Agency (“EPA”) Regional Office. The Contractor also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.
- 7.2** **Clean Air Act Compliance.** For any project of \$150,000 or more, the Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. sections 7401-7671q. The Contractor agrees to report each violation to Council and understands and agrees that Council will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. The Contractor also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.
- 7.3** **Energy Conservation.** The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the federal Energy Policy and Conservation Act.
- 7.4** **Recovered Materials.** Contractor agrees to provide a preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (“RCRA”) as amended (42 U.S.C. section 6962) and U.S. Environmental Protection Agency, “Comprehensive Procurement Guideline for Products Containing Recovered Materials,” 40 C.F.R. part 247.

## **ARTICLE FTA-8. LOBBYING RESTRICTIONS**

For any project of \$100,000 or more, the Contractor is required to make the following certifications. The Contractor must also require its contractors or subcontractors to make the following certification in any contracts or subcontracts valued at or above \$100,000.

**8.1 Certification of Restrictions on Lobbying; Disclosure.** The Contractor certifies, to the best of its knowledge and belief, that no Federal appropriated funds have been paid or will be paid by or on behalf of the Contractor for influencing or attempting to influence an officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which Council has relied to enter this Contract. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. section 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

By its signature on this Contract, the Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Section 3801, *et seq.*, apply to this certification and disclosure, if any.

## **ARTICLE FTA-9. SEISMIC SAFETY**

**9.1** The Contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations, 49 C.F.R. Part 41, and will certify to compliance to the extent required by the Regulation. The Contractor also agrees to ensure that all work performed under this Contract, including work performed by a subcontractor, is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project.

## **ARTICLE FTA-10. NATIONAL INTELLIGENT TRANSPORTATION SYSTEMS ARCHITECTURE AND STANDARDS**

**10.1 National Intelligent Transportation Systems Architecture and Standards.** To the extent applicable, the Contractor agrees to conform to the National Intelligent Transportation Systems (ITS) Architecture and Standards as required by section 5206(e) of TEA-21, 23 U.S.C. section 502 note, and to comply with FTA Notice, "FTA National ITS Architecture Policy on Transit Projects" 66 Fed. Reg. 1455 *et seq.*, January 8, 2001, and other Federal requirements that may be issued.

## **ARTICLE FTA-11. Program Fraud and False or Fraudulent Statements or Related Acts**

**11.1 Program Fraud and False or Fraudulent Statements or Related Acts.** The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. section 3801 *et seq.*, and USDOT regulations, "*Program Fraud Civil Remedies*," 49 C.F.R. part 31, apply to its actions pertaining to this Contract. Upon execution of this Contract, the Contractor certifies or affirms the truthfulness and accuracy

of any statement is has made, it makes, it may make, or causes to be made, pertaining to this Contract or the FTA-assisted project for which this work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. chapter 53, the Federal Government reserves the right to impose the penalties of 18 U.S.C. section 1001 and 49 U.S.C. section 5323(l) on the Contractor, to the extent the Federal Government deems appropriate.

The Contractor agrees to include the above language in each subcontract under this Contract, modified only to identify the subcontractor that will be subject to the provisions.

## ARTICLE FTA-12. CIVIL RIGHTS

Under this Contract, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part hereof.

### 12.1 **Nondiscrimination.**

12.1.1 **Nondiscrimination in Employment.** In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex (including gender identity), age, or disability. In addition, the Contractor agrees to comply with applicable federal implementing regulations and other implementing requirements FTA may issue.

12.1.2 **Nondiscrimination in Contracting.** The Contractor agrees and assures that it will abide by the following conditions, and that it will include the following assurance in every subagreement and third-party contract it signs: (1) The Contractor must not discriminate on the basis of race, color, national origin, or sex in the award and performance of any FTA or U.S. DOT-assisted subagreement, third party contract, or third party subcontract, as applicable, and the administration of its DBE program or the requirements of 49 C.F.R. part 26; and (2) the Contractor must take all necessary and reasonable steps under 49 C.F.R. part 26 to ensure nondiscrimination in the award and administration of U.S. DOT-assisted subagreements, third party contracts, and third party subcontracts, as applicable.

### 12.2 **Equal Employment Opportunity.** The following equal employment opportunity requirements apply to this Contract:

12.2.1 **Race, Color, Religion, National Origin, Sex.** In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. section 200e *et seq.*, and federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. section 2000e note, as further amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. section 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

12.2.2 **Age.** In accordance with the Age Discrimination in Employment Act, 29 U.S.C. sections 621-634, U.S.

Equal Employment Opportunity Commission regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. section 6101 *et seq.*, U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90 and Federal transit law at 49 U.S.C. section 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

- 12.2.3 **Disabilities.** In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. section 794, the Americans with Disabilities Act, as amended, 42 U.S.C. § 12101 *et seq.*, the Architectural Barriers Act of 1968, as amended, 42 U.S.C. section 4151 *et seq.*, and Federal transit law at 49 U.S.C. section 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with the requirements of U.S. Equal Employment Opportunity commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. part 1630, and any implementing requirements FTA may issue. The Contractor will also ensure that accessible facilities (including vehicles and buildings) and services are made available to individuals with disabilities in accordance with the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. section 12101 *et seq.*, the Architectural Barriers Act of 1968, as amended, 42 U.S.C. section 4151 *et seq.*, and any applicable implementing regulations.

**12.3 Inclusion in Subcontracts.** The Contractor agrees to include the requirements of this article FTA-12 in each subcontract under this Contract, modified only to identify the subcontractor that will be subject to the provisions.

## ARTICLE FTA-13. GENERAL PROVISIONS

- 13.1 Federal Changes.** The Contractor shall comply with the required FTA clauses set forth in this Contract and with all applicable FTA regulations, policies, procedures and directives including, without limitation, those listed directly or by reference in the agreement between the Council and FTA. The Contractor's failure to comply with applicable FTA regulations, policies, procedures, and directives, as they may be amended or promulgated from time to time during the term of this Contract, shall constitute a material breach of this Contract.
- 13.2 No Obligation by the Federal Government.** The Council and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of this Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the Council, the Contractor, or any other party (whether or not a party to the Contract) pertaining to any matter resulting from this Contract.

The Contractor agrees to include the preceding clause in each subcontract under this Contract, modified only to identify the subcontractor that will be subject to the provisions.

- 13.3 Incorporation of FTA Terms.** Specific provisions in this Contract include, in part, certain Standard Terms and Conditions required by USDOT, whether or not expressly set forth in the contract provisions. All contractual provisions required by USDOT, as set forth in the most recent addition and any revisions of FTA Circular 4220.1 "Third Party Contracting Guidance," to the extent consistent with applicable federal laws, and in Appendix II of 2 C.F.R. part 200 are hereby incorporated by reference. Notwithstanding anything to the contrary in this Contract, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any Council requests which would cause the Council to be in violation of the FTA terms and conditions.

## ARTICLE FTA-14. DISADVANTAGED BUSINESS ENTERPRISE ("DBE") – WITH GOAL

- 14.1 Nondiscrimination.** Pursuant to 49 CFR part 26, the Contractor, sub-recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of

DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the Council deems appropriate. The Contractor shall include this requirement in all subcontracts pursuant to this Contract.

## **14.2 Prompt Payment.**

14.2.1 Reserved.

14.2.2 The Contractor agrees to pay subcontractors within 10 calendar days of the Contractor's receipt of payment from the Council for undisputed services provided by the subcontractor. The Contractor agrees to pay subcontractors all undisputed retainage payments within 10 calendar days of completion of the work, regardless of whether the Contractor has received any retainage payment from the Council. The Contractor shall not postpone or delay any undisputed payments owed subcontractors without good cause and without prior written consent of the Council. The Contractor agrees to include in all subcontracts a provision requiring the use of appropriate alternative dispute resolution mechanisms to resolve payment disputes. The Contractor will not be reimbursed for work performed by subcontractors unless and until the Contractor ensures that subcontractors are promptly paid for work they have performed. Failure to comply with the provisions of this Section 14.2 may result in the Council finding the Contractor in noncompliance with the DBE provisions of this Contract.

14.2.3 The Contractor shall not, by reason of said payments, be relieved from responsibility for Work done by the subcontractor and shall be responsible for the entire Work under this Contract until the same is finally accepted by the Council.

14.2.4 The Contractor agrees to include in all subcontracts a provision requiring the use of appropriate alternative dispute resolution mechanisms to resolve payment disputes.

14.2.5 The Contractor will not be reimbursed for work performed by subcontractors unless and until the Contractor ensures that subcontractors are promptly paid for work they have performed. Failure to comply with the provisions of this section FTA-14.2 may result in the Council finding the Contractor in noncompliance with the DBE provisions of this Contract.

## **14.3 DBE Good Faith Efforts** During the term of this Contract, the Contractor will continue to make good faith efforts to ensure that DBEs have maximum opportunity to successfully perform under the contract, and that the Contractor meets its DBE commitment as set forth in its proposal. These efforts shall include, without limitation, the following:

14.3.1 If the Contractor requests substitution of a DBE subcontractor or supplier listed in its **Document Disadvantaged Business Enterprise Information and Certifications** form, the Contractor shall exert good faith efforts to replace the DBE firm with another DBE firm subject to approval of the Council.

14.3.2 The Contractor shall not terminate for convenience any DBE subcontractor or supplier listed in its **Disadvantaged Business Enterprise Information and Certifications** form (or an approved substitute DBE firm) and then perform the work itself or with its affiliates without prior written consent of the Council.

14.3.3 If a DBE subcontractor or supplier is terminated or fails to complete its work on the contract for any reason, the Contractor shall make good faith efforts to find another DBE firm to substitute for the original DBE firm.

14.3.4 The dollar amount of amendments or any other contract modifications will be entered into the DBE Contract Monitoring System ("CMS").

14.3.5 The Contractor will identify a "DBE and Workforce Liaison" who will serve as a single point of contact for all Contractor DBE and Workforce issues.

14.3.6 Failure to comply with the provisions of this section FTA-14.3 may result in the Council finding the Contractor in noncompliance with the DBE provisions of this Contract and the imposition of Administrative Sanctions described in section FTA-14.6.

## **14.4 Reporting.**

14.4.1 The Contractor will submit monthly progress reports to the Council reflecting its DBE participation through the CMS.

14.4.2 Upon award of a contract a representative from the Council will assign the DBE and Workforce Liaison a CMS user account and provide a CMS User Manual detailing the following guidelines.

14.4.3 All committed DBE subcontractors to be used on the contract must be entered into the CMS system.

14.4.4 All DBE billing, submitted during the reporting period, must be finalized and entered into CMS prior

to submission of the Contractor's payment application.

- 14.4.5 Any changes to the DBE subcontractor list or their amounts must be entered into CMS. Changes include; DBE firms removed, DBE firms added, changes to subcontract amounts, and DBE credit adjustments.
- 14.4.6 All payments made to DBE firms must be finalized and entered into CMS within 10 days of receipt of payment from the Council.
- 14.4.7 Failure to submit this report in a timely manner will result in a penalty of \$10 per late day per report and may also result in the imposition of Administrative Sanctions under section FTA-14.6, pursuant to the Council's DBE policy and USDOT regulations. For the purposes of this section FTA-14.4, timely submittal means receipt in the contract compliance function of the Council's Office of Diversity and Equal Opportunity by the close of business on the 15<sup>th</sup> of the following month.

#### **14.5 Review of Good Faith Efforts**

- 14.5.1 The Council's Office of Equal Opportunity will review the Contractor's DBE progress reports to monitor and determine whether the utilization of DBE firms is consistent with the commitment of the Contractor as stated in its proposal.
- 14.5.2 If it is determined that the Contractor's DBE utilization under the contract is not consistent with its commitment, the Contractor will be requested, in writing, to submit evidence of its good faith efforts to meet the commitment. The Contractor shall be given 10 working days to submit this documentation. Failure to respond shall place the Contractor in non-compliance and subject to imposition of Administrative Sanctions as described in section FTA- 14.6.
- 14.5.3 The Contractor's good faith efforts documentation will then be reviewed for accuracy, sufficiency and internal consistency. Council staff shall make a determination as to the adequacy of the Contractor's good faith efforts documentation and so inform the Contractor. If it is determined that the Contractor's good faith efforts documentation is acceptable, the Contractor will be deemed to be in compliance with the DBE program.
- 14.5.4 If it is determined that the Contractor's good faith efforts documentation is not acceptable, the Contractor will be notified and be deemed to be in non-compliance with the DBE program.
- 14.5.5 Non-compliance by the Contractor with the requirements of federal DBE regulations (49 CFR part 26) constitutes a breach of contract and may result in imposition of Administrative Sanctions as described in section FTA-14.6.

#### **14.6 Administrative Sanctions.**

- 14.6.1 If the Council deems the Contractor to be in non-compliance with the DBE requirements of this Contract, the Council will inform the Contractor in writing, by certified mail, that sanctions shall be imposed for failure to meet DBE utilization goals and/or failure to submit documentation of good faith efforts. The notice will state the specific sanction to be imposed.
- 14.6.2 The Contractor has 5 working days from the date of the notice to file a written appeal to the Council's Regional Administrator. Failure to respond within the 5 day period shall constitute a waiver of appeal. The Regional Administrator or designee, at his or her sole discretion, may schedule a hearing to gather additional facts and evidence and shall issue a final determination on the matter within 5 working days of receipt of the written appeal. There shall be no right of appeal to the Council's governing board.
- 14.6.3 Sanctions may include, without limitation: suspension of any payment or part due to the Contractor for work that was identified to be performed by a DBE at the time of contract award, or of any monies held by the Council as retained on the contract; denial to the Contractor (including its principal and key personnel) of the right to participate in future contracts of the Council for a period of up to three years; and/or termination of the contract for cause.

## **ARTICLE FTA-14. DISADVANTAGED BUSINESS ENTERPRISE ("DBE") – NO GOAL**

- 14.1 ***Nondiscrimination.*** Pursuant to 49 CFR part 26, the Contractor, sub-recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the Council deems appropriate. The Contractor shall include this requirement in all subcontracts pursuant to this Contract.

**14.2 Prompt Payment.**

14.2.1 Reserved.

14.2.2 The Contractor agrees to pay subcontractors within 10 calendar days of the Contractor's receipt of payment from the Council for undisputed services provided by the subcontractor. The Contractor agrees to pay subcontractors all undisputed retainage payments within 10 calendar days of completion of the work, regardless of whether the Contractor has received any retainage payment from the Council. The Contractor shall not postpone or delay any undisputed payments owed subcontractors without good cause and without prior written consent of the Council. The Contractor agrees to include in all subcontracts a provision requiring the use of appropriate alternative dispute resolution mechanisms to resolve payment disputes. The Contractor will not be reimbursed for work performed by subcontractors unless and until the Contractor ensures that subcontractors are promptly paid for work they have performed. Failure to comply with the provisions of this Section 14.2 may result in the Council finding the Contractor in noncompliance with the DBE provisions of this Contract.

14.2.3 The Contractor shall not, by reason of said payments, be relieved from responsibility for Work done by the subcontractor and shall be responsible for the entire Work under this Contract until the same is finally accepted by the Council.

14.2.4 The Contractor agrees to include in all subcontracts a provision requiring the use of appropriate alternative dispute resolution mechanisms to resolve payment disputes.

14.2.5 The Contractor will not be reimbursed for work performed by subcontractors unless and until the Contractor ensures that subcontractors are promptly paid for work they have performed. Failure to comply with the provisions of this section FTA-14.2 may result in the Council finding the Contractor in noncompliance with the DBE provisions of this Contract.

**ARTICLE FTA-15. VETERANS PREFERENCE**

The Contractor will give a hiring preference, to the extent practicable, to veterans (as defined in 5 U.S.C Section 2108) who have the requisite skills and abilities to perform the construction work required under this Contract. This provision shall not be understood, construed, or enforced in any manner that would require an employer to give preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with disability, or former employee.

**ARTICLE FTA-16. EXECUTIVE ORDER – SPECIAL DEPARTMENT OF LABOR EQUAL EMPLOYMENT OPPERTUNITY FOR CONSTRUCTION PROJECTS**

The following provisions of this Section FTA-16 apply if the value of a subsequent construction contract exceeds \$10,000.

**16.1** The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, promotion, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Council setting forth the provisions of this nondiscrimination clause.

**16.2** The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor state that all qualified applicants shall receive consideration for employment without regard to race, color, religion, sex, or national origin.

**16.3** The Contractor shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Council, advising the labor union or workers' representative of the Contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- 16.4** The Contractor shall comply with all provisions of Executive Order No. 11246 of September 24, 1965, and all of the rules, regulations, and relevant orders of the Secretary of Labor.
- 16.5** The Contractor shall furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and shall permit access to its books, records, and accounts by the Council and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- 16.6** In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any such rules, regulations, or orders, this Contract may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- 16.7** The Contractor shall include the provisions of this Section 16 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions shall be binding upon each subcontractor or vendor. The Contractor shall take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance. If the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

## **ARTICLE FTA-17. INTELLECTUAL PROPERTY RIGHTS**

The requirements of this Article apply to all contracts for experimental, developmental, or research work purposes. Certain patent rights and data rights apply to all subject data first produced in the performance of this Contract. The Contractor shall grant the Council intellectual property access and licenses deemed necessary for the work performed under this Contract and in accordance with the requirements of 37 C.F.R. part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by FTA or U.S. DOT. The terms of an intellectual property agreement and software license rights will be finalized prior to execution of this Contract and shall, at a minimum, include the following restrictions: Except for its own internal use, the Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Contractor authorize others to do so, without the written consent of FTA, until such time as FTA may have either released or approved the release of such data to the public. This restriction on publication, however, does not apply to any contract with an academic institution. For purposes of this Contract, the term "subject data" means recorded information whether or not copyrighted, and that is delivered or specified to be delivered as required by the Contract. Examples of "subject data" include, but are not limited to computer software, standards, specifications, engineering drawings and associated lists, process sheets, manuals, technical reports, catalog item identifications, and related information, but do not include financial reports, cost analyses, or other similar information used for performance or administration of the Contract.

- 17.1** The Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use for "Federal Government Purposes," any subject data or copyright described below. For "Federal Government Purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party.
- 17.1.1 Any subject data developed under the Contract, whether or not a copyright has been obtained; and
- 17.1.2 Any rights of copyright purchased by the Contractor using Federal assistance in whole or in part by the FTA.
- 17.2** Unless FTA determines otherwise, the Contractor performing experimental, developmental, or research work required as part of this Contract agrees to permit FTA to make available to the public, either FTA's license in the copyright to any subject data developed in the course of the Contract, or a copy of the subject data first produced under the Contract for which a copyright has not been obtained. If the experimental,



developmental, or research work, which is the subject of this Contract, is not completed for any reason whatsoever, all data developed under the Contract shall become subject data as defined herein and shall be delivered as the Federal Government may direct.

- 17.3** Unless prohibited by state law, upon request by the Federal Government, the Contractor agrees to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. The Contractor shall be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.
- 17.4** Nothing contained in this clause on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.
- 17.5** Data developed by the Contractor and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the underlying Contract is exempt from the requirements herein, provided that the Contractor identifies those data in writing at the time of delivery of the Contract work.
- 17.6** The Contractor agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance.

## **ARTICLE FTA-18. SAFE OPERATION OF MOTOR VEHICLES**

- 18.1** **Seat Belt Use.** The Contractor agrees to implement Executive Order No. 13043, "Increasing Seat Belt Use in the United States," April 16, 1997, 23 U.S.C. § 402 note, (62 Fed. Reg. 19217), by:
- (1) Adopting and promoting on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles; and
  - (2) Including a "Seat Belt Use" provision in each third-party agreement related to this Contract.
- 18.2** **Distracted Driving, Including Text Messaging While Driving.** The Contractor agrees to implement Executive Order No. 13513, "Federal Leadership on Reducing Text Messaging While Driving," October 1, 2009, 23 U.S.C. § 402 note, (74 Fed. Reg. 51225); U.S. DOT Order 3902.10, "Text Messaging While Driving," December 30, 2009; and U.S. DOT Special Provision pertaining to Distracted Driving by:
- (1) The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with this Contract or when performing any work for or on behalf of this Contract.
  - (2) The Contractor agrees to conduct workplace safety initiatives in a manner commensurate with its size, such as establishing new rules and programs to prohibit text messaging while driving, re-evaluating the existing programs to prohibit text messaging while driving, and providing education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
  - (3) The Contractor agrees to include the preceding "Distracted Driving, Including Text Messaging While Driving" provisions in each third party agreement related to this Contract.

## **ARTICLE FTA-19. TELECOMMUNICATIONS CERTIFICATION**

Contractor certifies through the signing of this Contract that, consistent with Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115-232 (Aug. 13, 2018), the Contractor does not and will not use any equipment, system, or service that uses "covered telecommunications equipment or services" (as that term is defined in Section 889 of the Act) as a substantial or essential component of any system or as critical

technology as part of any system. The Contractor will include this certification as a flow down clause in any contract related to this Contract.

## **ARTICLE FTA-20. RESOLUTION OF DISPUTES, BREACHES, OR OTHER LITIGATION**

- 20.1** When applicable contracts in excess of \$175,000, and all nonprocurement transactions, as defined in 2 C.F.R. §§ 180.220 and 1200.220, in excess of \$25,000 will contain provisions or conditions which will allow for administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate. This may include provisions for bonding, penalties for late or inadequate performance, retained earnings, liquidated damages or other appropriate measures. Specific language for dispute resolution will be provided in any resultant contract of the successful proposer.
- 20.2** ***Notification to FTA; Flow Down Requirement.*** If a current or prospective legal matter that may affect the Federal Government emerges, the Contractor must promptly notify the Council and FTA's Region 5 Office's FTA Chief Counsel and Regional Counsel. The Contractor must include these requirements as a flow down clause in any subcontract related to this Contract.
- 20.2.1 The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.

## **ARTICLE FTA – 21. FEDERAL TAX LIABILITY AND RECENT FELONY CONVICTIONS**

- 21.1** ***Applicability to Contracts; Flow down Requirements.*** This requirement is applicable to all contracts. The Federal Tax Liability and Recent Felony Convictions prohibition extends to all third party contractors and their subcontracts at every tier.
- 21.2** ***Transactions Prohibited.*** The Contractor agrees that, prior to entering into any Third Party Agreement with any private corporation, partnership, trust, joint-stock company, sole proprietorship, or other business association, the Recipient will obtain from the prospective Third Party Participant a certification that the Third-Party Participant:
- (1) does not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and
  - (2) was not convicted of the felony criminal violation under any Federal law within the preceding 24 months.
- 21.3** ***Failure to Certify.*** If the prospective Third-Party Participant cannot so certify, the Contractor agrees to refer the matter to the Council and not to enter into any Third-Party Agreement with the Third-Party Participant without the Council's written approval.

**END OF DOCUMENT**