



WABASHA PORT AUTHORITY AND DEVELOPMENT AGENCY

Wabasha City Hall
<https://us02web.zoom.us/j/82539841446>
Meeting ID 825 3984 1446
Tuesday, February 20, 2024
5:30 PM

1. **Call to Order -**
2. **Roll Call -**
3. **Consent Agenda -**
 1. November 21, 2023 Port Authority Meeting Minutes
 2. January 16, 2024 Port Authority Meeting Minutes
 3. February 2, 2024 Special Port Authority Meeting Minutes
 4. January 2024 Port Authority Financials
4. **Old Business -**
5. **New Business -**
 1. February 2024 Coordinator's Report
 2. Update on purchase of 128 2nd Street West, Wabasha, MN and authorize City Administrator to enter into negotiations
 3. Select Review Committee for RFQ for Barge Terminal
 4. Approve Engineering firm for Phase 1 Environmental Study
 5. Brava Swing Community Boost Grant Application
 6. Port Authority Priorities
 7. Update on Barge Terminal
6. **Directors Report -**
7. **Other -**
8. Next Meeting - Tuesday, March 19th 5:30PM
9. Adjourn -

Port Authority

3. 1.

Meeting Date: 02/20/2024

ITEM TITLE: November 21, 2023 Port Authority Meeting Minutes

DEPARTMENT: Administration

PURPOSE:

ITEM SUMMARY:

Review November 21, 2023 Port Authority Meeting Minutes.

ACTION REQUIRED:

Approve November 21, 2023 Port Authority Meeting Minutes.

Attachments

November 21, 2023 Port Authority Meeting Minutes

DRAFT



WABASHA PORT AUTHORITY AND DEVELOPMENT AGENCY

Wabasha City Hall

<https://us02web.zoom.us/j/82539841446>

Meeting ID 825 3984 1446

Tuesday, November 21, 2023

5:30 PM

Present: President John Friedmeyer; Dave Wodele; Vice President Michael Walters; Treasurer Cory Loechler; Robin Gwaltney; Jeff Sulla; Craig Falkum

1. **Call to Order -**

2. **Roll Call -**

1. October 19, 2023 Port Authority Meeting Minutes

Moved by Dave Wodele, seconded by Jeff Sulla to approve the October 17, 2023 Port Authority meeting minutes.

Vote: 7 - 0 Adopted - Unanimously

2. October 2023 Port Authority Financials

Moved by Treasurer Cory Loechler, seconded by Craig Falkum to approve the October 2023 Port Authority financials.

Vote: 7 - 0 Adopted - Unanimously

3. Bolton & Menk Invoice 0324259

Moved by Craig Falkum, seconded by Vice President Michael Walters to approve Bolton & Menk invoice 0324259.

Vote: 7 - 0 Adopted - Unanimously

4. **Old Business -**

5. **New Business -**

1. Introduction of Dusty Liston, CEDA

Caroline Gregerson introduced new CEDA representative, Dusty Liston.

2. Approve Anderson House RLF Withdrawal Request

Port Authority members reviewed the invoices that were submitted and agreed the charges were allowable loan expenses. John Friedmeyer suggested doing a tour of the Anderson House for Port Authority members that would be interested in attending. Dusty Liston will work with Grant on getting a tour scheduled.

Moved by Jeff Sulla, seconded by Craig Falkum to approve Anderson House revolving loan fund draw request #2.

Vote: 7 - 0 Adopted - Unanimously

3. Housing Update and receipt of Letter of Interest from Jamie Judisch

Caroline Gregerson stated that her and other city staff went on a tour of Bigelow Homes developments in other communities. She stated that Bigelow's private roads are working well in other communities and that Bigelow has a variety of different home styles.

Jamie Judisch and Three Rivers both came to Wabasha for a tour. Three Rivers is interested in building near the high school if land becomes available. Emily, Jeff, and Robin toured the new apartment building in Lake City.

City Planner, Kristi Trisko, is developing housing content for the City of Wabasha website. There was also discussion on the brand Rebound.

4. Barge Terminal Update

Caroline Gregerson provided a barge terminal update. The barge terminal subcommittee consists of Craig Falkum, Dave Wodele, John Friedmeyer, and Mayor Emily Durand. Comments have been received regarding the environmental review. Bolton & Menk will respond to the individuals that submitted comments. A \$2.5 million grant has been obtained for the barge terminal project. The Department of Transportation will require an environmental review as part of that grant. It could take up to a year to get a grant agreement in place.

6. **Coordinator's Report -**

1. Coordinator's Report

There was discussion related to the 2024 work plan.

Moved by Craig Falkum, seconded by Treasurer Cory Loechler to approve the 2024 work plan.

Vote: 7 - 0 Adopted - Unanimously

7. **Other -**

1. Capital Investment Tour of Wabasha Highway 60 and Eagle Center Visit with Legislatures
November 30th

8. Next Meeting - Tuesday, December 19, 2023

9. Adjourn -

Moved by Jeff Sulla, seconded by Dave Wodele to adjourn the November 21, 2023 Port Authority meeting.

Vote: 7 - 0 Adopted - Unanimously

Port Authority

3. 2.

Meeting Date: 02/20/2024

ITEM TITLE: January 16, 2024 Port Authority Meeting Minutes

DEPARTMENT: Administration

PURPOSE:

ITEM SUMMARY:

Review January 16, 2024 Port Authority Meeting Minutes.

ACTION REQUIRED:

Approve January 16, 2024 Port Authority Meeting Minutes.

Attachments

January 16, 2024 Port Authority Meeting Minutes

DRAFT



WABASHA PORT AUTHORITY AND DEVELOPMENT AGENCY

Wabasha City Hall

<https://us02web.zoom.us/j/82539841446>

Meeting ID 825 3984 1446

Tuesday, January 16, 2023

5:30 PM

Jeff Sulla will join the meeting by Zoom from: 639 Kingston Way, The Villages, FL 32162

Present: President John Friedmeyer; Dave Wodele; Mary Flicek; Treasurer Cory Loechler; Jeff Sulla; Craig Falkum

Absent: Robin Gwaltney

1. **Call to Order -**
2. **Roll Call -**
3. **Consent Agenda -**

Moved by Craig Falkum, seconded by Jeff Sulla to approve the Consent Agenda.

Vote: 4 - 0 Adopted - Unanimously

Other: Dave Wodele (ABSENT)

Mary Flicek (ABSENT)

Robin Gwaltney (ABSENT)

1. November 21, 2023 Port Authority Meeting Minutes
2. November 2023 Port Authority Financials
3. December 2023 Port Authority Financials

4. Staff Invoice: Second Half 2023
5. First Quarter 2024 CEDA Invoice
6. Bolton & Menk Invoice 0327832

4. **Old Business -**

5. **New Business -**

1. Election of Port Authority Vice President

Friedmeyer nominated Jeff Sulla as Port Authority Vice President. No other nominations were received.

Moved by President John Friedmeyer, seconded by Craig Falkum to approve Jeff Sulla as Port Authority Vice President.

Vote: 4 - 0 Adopted - Unanimously

Other: Dave Wodele (ABSENT)

Mary Flicek (ABSENT)

Robin Gwaltney (ABSENT)

2. Section 217D Agreement Port Authority Approvals - Requests from Operator Kohner

The Kohners have made a slight change to the route of trucks doing the winter haul. They will turn at the old gas station on Shields Avenue, right onto 10th Street, to the Wabasha Sand Gravel and Ready Mix Plant. The hours of operation will be 7AM to 6PM. Vehicles can warm up starting at 6:45AM. Falkum asked for clarification on the exit and entry points.

Moved by Craig Falkum, seconded by Treasurer Cory Loechler to approve the new truck route.

Vote: 4 - 0 Adopted - Unanimously

Other: Dave Wodele (ABSENT)

Mary Flicek (ABSENT)

Robin Gwaltney (ABSENT)

3. Approve RFP Scoring Criteria and Process

City Administrator, Caroline Gregerson, provided information on the six criteria for the RFP scoring at the Transfer Building site. The six criteria are:

1. Vision for the site: 5 points
2. Quality of design and proposal: 5 points
3. Experience completing similar redevelopment/infill projects: 5 points
4. Capacity to attract and secure financing: 5 points
5. Readiness and ability to proceed with the project, including timelines: 5 points
6. Proposed purchase price of subject property: 2 points

Total Points Eligible: 27 points

Proposals are due on January 20th. Discussion was held regarding whether the capacity to attract and secure financing should be worth more points. The decision was made to leave that item at 5 points. This recommendation will be sent to City Council for approval.

4. Compeer Grant Update

CEDA Representative, Dusty Liston, provided an update on the Compeer Grant. The grant application was submitted by Cathy Enerson. If the Port Authority is selected to receive the grant, the grant money would be used to fund an Environmental Assessment (ESA) for phase one of the Transfer Building site. The timeline to find out if the Port Authority received the grant is unknown because the grant process has changed.

5. Phase One Environmental Study Cost Estimates

CEDA Representative, Dusty Liston, provided information on the phase one environmental study cost estimates for the Transfer Building site. Three quotes were received :KLJ, SEH, and Terracon. Liston stated that staff would like to move forward with the phase one environmental study, contingent on receiving the Compeer grant. The phase one study will look at the history of the site. Liston stated that SEH was recommended by the Goodview City Administrator. Discussion was held in regard to whether phase two estimates could be obtained at this time. Liston stated that some firms will not give a phase two estimate until phase one is complete. There was a discrepancy on one of the quotes. Liston will follow-up.

Moved by Dave Wodele, seconded by Craig Falkum to table the phase one environmental study cost estimates until the February Port Authority meeting.

Vote: 6 - 0 Adopted - Unanimously

Other: Robin Gwaltney (ABSENT)

6. Request to Buy Land from Army Corps for Future Redevelopment (currently railroad pit)

At this time, the Army Corps has indicated that they are not interested in selling, and it is not guaranteed that the land would end up in ownership of the Port. Discussion was held regarding whether the City of Wabasha should try to own these parcels. Mayor Emily Durand stated that the city receives complaints about blowing sand at this site. Gregerson stated that she will follow up with the army Corps about capping the sites and adding trees and vegetation.

7. CEDs Regional Meeting

Finance Director, Tyler Grabau, provided details about the CEDs Regional Meeting. Cathy Enerson and Dusty Liston will be attending. Please let Cathy know if you are interesting in attending.

8. CEDA Coordinator's Report

CEDA Representative, Dusty Liston, presented the Coordinator's Report. The progress that has been made since November 2023 was highlighted. Gregerson gave an HVAC grant update. The HVAC grant program is finishing up soon. Business owners have appreciated the support. Gregerson would like to do a press release and get quotes from business owners when the grant is complete.

6. **Other - Child care and housing updates, important dates**

7. Next Meeting - Tuesday, February 20 5:30PM

8. Adjourn -

Moved by Craig Falkum, seconded by Treasurer Cory Loechler to adjourn the January 16, 2024 Port Authority meeting.

Vote: 6 - 0 Adopted - Unanimously

Other: Robin Gwaltney (ABSENT)

Port Authority

3. 3.

Meeting Date: 02/20/2024

ITEM TITLE: February 2, 2024 Special Port Authority Meeting Minutes

DEPARTMENT: Administration

PURPOSE:

ITEM SUMMARY:

Review February 2, 2024 Special Port Authority Meeting Minutes.

ACTION REQUIRED:

Approve February 2, 2024 Special Port Authority Meeting Minutes.

Attachments

February 2, 2024 Special Port Authority Meeting Minutes



WABASHA PORT AUTHORITY AND DEVELOPMENT AGENCY

WABASHA CITY HALL
Tuesday, February 2, 2024
5:30 PM

Present: President John Friedmeyer; Dave Wodele; Robin Gwaltney; Jeff Sulla; Craig Falkum
Absent: Mary Flicek; Treasurer Cory Loechler
Also: City Administrator Caroline Gregerson; CEDA Rep Dusty Liston; CEDA Rep Cathy Enerson;
Present: Voting Member Emily Durand

1. **Call to Order -**
2. **Roll Call -**
3. **New Business -**

1. Conference Call RFP Respondents to answer questions about their proposals

Committee members called the developers and asked clarifying questions on their proposals around financing, TIF terms, qualifications.

2. Consider offers for the purchase of real property, Grandpa's Barn/Parking Lot/Food Share Site on 128 2nd Street West, Wabasha, MN 55981.

The Port Authority Sub-Committee approves the selection of Keller Baartman to be recommended to Council for approval. This was due to their demonstrated experience doing similar development and proposed rental rates.

Moved by Jeff Sulla, seconded by Dave Wodele

Vote: 5 - 0 Adopted - Unanimously

4. **Other - Determine next steps, forward on to recommendation to Council or to Port Authority**

5. Adjourn -

Moved by Jeff Sulla, seconded by Dave Wodele to adjourn the meeting.

Vote: 5 - 0 Adopted - Unanimously

Port Authority

3. 4.

Meeting Date: 02/20/2024

ITEM TITLE: January 2024 Port Authority Financials

DEPARTMENT: Administration

PURPOSE:

ITEM SUMMARY:

Review January 2024 Port Authority Financials.

ACTION REQUIRED:

Approve January 2024 Port Authority Financials.

Attachments

January 2024 Port Authority Financials

Wabasha Port Authority Financial Summary and Projection

Per January 31, 2024 Bank Statements

Port Authority Current Account Balances	
Cash and Marketable Securities	
PA Checking	\$46,066
PA Main Money Market (Closed)	\$0
Restricted Funds	
PA Revolving Loan Fund	\$52,283
Total Current Account Balances:	\$98,349

	Feb-24	Mar-24	Apr-24	May-24	Jun-24	Jul-24	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24	Jan-25
Checking and Money Market Accounts												
Checking and Money Market Revenue												
Misc Interest		\$250			\$250			\$250			\$250	
2024 Tax Levy					\$61,381							
Emergency Loan Repayments												
Checking and Money Market Revenue	\$0	\$250	\$0	\$0	\$61,631	\$0	\$0	\$250	\$0	\$0	\$250	\$0
Checking and Money Market Expenses												
City of Wabasha - Admin Support					\$7,500						\$7,500	
CEDA	\$3,511	\$3,511	\$3,511	\$3,511	\$3,511	\$3,511	\$3,511	\$3,511	\$3,511	\$3,511	\$3,511	\$3,686
Legal Costs for Barge Terminal												
Environmental Review (to be reimbursed)	\$25,000			\$25,000								
Checking and Money Market Expenses	\$28,511	\$3,511	\$3,511	\$28,511	\$11,011	\$3,511	\$3,511	\$3,511	\$3,511	\$3,511	\$11,011	\$3,686
Checking and Money Market Fund Balance	\$17,555	\$14,294	\$10,783	-\$17,727	\$32,893	\$29,382	\$25,871	\$22,611	\$19,100	\$15,589	\$4,828	\$1,142
Revolving Loan Fund Account												
Revolving Loan Fund Revenue												
Hill Loan Repayment	\$550	\$550	\$550	\$550	\$550	\$550	\$550	\$550	\$550	\$550	\$550	\$550
Anderson House Repayment	\$714	\$714	\$714	\$714	\$714	\$714	\$714	\$714	\$714	\$714	\$714	\$714
Round the Clock Nutrition Repayment	\$183	\$183	\$183	\$183	\$183	\$183	\$183	\$183	\$183	\$183	\$183	\$183
Cassie Modjeski Repayment	\$208	\$208	\$208	\$208	\$208	\$208	\$208	\$208	\$208	\$208	\$208	\$208
Revolving Loan Fund Revenue	\$1,656	\$1,656	\$1,656	\$1,656	\$1,656	\$1,656	\$1,656	\$1,656	\$1,656	\$1,656	\$1,656	\$1,656
Revolving Loan Fund Expenses												
Anderson House	\$24,104											
Revolving Loan Fund Expenses	\$24,104	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Revolving Loan Fund Balance	\$29,835	\$31,490	\$33,146	\$34,802	\$36,457	\$38,113	\$39,769	\$41,424	\$43,080	\$44,736	\$46,391	\$48,047
Total Port Authority Balance	\$47,390	\$45,785	\$43,929	\$17,074	\$69,350	\$67,495	\$65,640	\$64,035	\$62,180	\$60,325	\$51,220	\$49,189

Wabasha Port Authority Bank Account Detail
Per January 31, 2024 Bank Statements

Summary	
Port Authority Account Summary	
Checking Account:	\$46,065.64
Revolving Loan Fund:	\$52,283.28
Money Market:	\$0.00
Total	\$98,348.92

Account Details	
Port Authority Checking Account	
December 31, 2023 Balance	\$76,223.19
Deposit: None	\$0.00
Withdrawal: CEDA (Check 646)	\$10,532.25
Withdrawal: Bolton & Menk (Check 647)	\$19,625.30
January 31, 2024 Balance	\$46,065.64

Port Authority Revolving Loan Fund	
December 31, 2023 Balance	\$50,785.11
Deposit: Anderson House Loan Payment	\$714.29
Deposit: Modjeski Loan Payment	\$210.00
Deposit: George Hill Loan Payment	\$550.00
Deposit: Interest	\$23.88
Withdrawal: None	\$0.00
January 31, 2024 Balance	\$52,283.28

Port Authority Money Market (Account Closed)	
December 31, 2023 Balance	-\$0.32
Deposit: Service Charge Fee Refund	\$15.32
Withdrawal: Service Charge	\$15.00
January 31, 2024 Balance	\$0.00

Port Authority

5. 1.

Meeting Date: 02/20/2024

ITEM TITLE: February 2024 Coordinator's Report

DEPARTMENT: Administration

PURPOSE:

ITEM SUMMARY:

Provide Port Authority with recent updates and work completed

STAFF RECOMMENDATION:

Discuss report

ACTION REQUIRED:

Discuss Report

Attachments

Feb. 2024 Coordinator's Report

2024 Wabasha Port Authority Coordinator Report

(1) day per week (Tuesdays) plus one remote/floating day (1) a month – 480 hours/year

Meeting: Tuesday, February 20, 2024

Revolving Loan Fund Program: (192 hours, 2x a mos) 2025 PROJECT

- Continue to send monthly emails to all businesses informing them of the EDA's Revolving Loan Program.
- Re-capitalize the revolving loan fund by applying to the USDA Revolving Loan Fund Recapitalization Application in 2025.
- Current RLF holders (4): Anderson House, Round the Clock Nutrition, Hills Hardware Hank, Cassie Modjeski (In-home daycare facility)

Business Consulting (Business Retention, Expansion & Attraction): (128 hours, 1.5x a mos) Ongoing

- Continue to assist Wabasha businesses looking for assistance with Port programs (RLF and Façade Improvement) and business start-ups, expansions, relocation, etc. or any needs entrepreneurs may have in coordination with the Wabasha Chamber of Commerce
- Continue to send out SBA, SMIF, and DEED grant and loan relief programs by email to businesses.
- Currently building an up-to-date business directory for proper outreach services and updated employee numbers for each business

Housing & Development: (96 hours, 1x a mos) 2024 PRIORITY

- Continue to assist exploring the feasibility of listing city-owned land for development (Main Street Properties)
- Continue to assist establishing the feasibility of a funding strategy for redevelopment of River Crossings (Hwy 60 reroute)
- Continue to assist the Watch Committee initiatives in coordination with Cathy Enerson, CEDA – Developer visits and city/port authority website updates
- Working on Letters of Support for the MN Workforce Housing Grant

Childcare: (96 hours – 1x, a mos) 2024 PRIORITY

- Working with the Mayor to gain a childcare facility in Wabasha
- Assist potential in-home childcare providers with business startups and resources/funding

Barge Terminal: (as needed)

- Participate in Port Association meetings and obtain funding for the Barge Terminal as directed by City Administrator and Port Authority President
- Capitalize and operationalize the development of the terminal with the assistance of the City Administrator and Port Authority President

Ongoing Projects:

- Find funding for the newly created Port Authority Façade Program
- Establish small business owner connections for the Port Authority in collaboration with the Chamber of Commerce
- Apply for a grant to reload RLF monies – tabled until 2025, possibly
- Organize and plan a public informational meeting on the Barge Terminal project?
- Childcare initiatives and promotion

Grant Opportunities (past and current):

- The MN DNR Outdoor Recreation grants - Spring of 2024 – Parks and Recs.
- SMIF – Small Town Grant – Summer 2024
- USDA – RLF – 2 cycles/year (need letter of interests from local businesses in order to exhaust funds on time)

Progress Made (November 2023 to present):

- Connected with 5 businesses to access their needs
- Attended the Chamber of Commerce Business Roundtable
- Port Authority website development
- Implemented Location One, or LOIS, on the Port Authority's webpage
- Assisted with 2 developer site visits for upcoming housing projects
- Attended a childcare meeting with the Mayor, City Administrator and SMIF (December 2023)
- Business Directory almost complete, s/b by the end of February 2024 if I can get updated employee numbers for each business
- Created a Façade Improvement Program (just need funding) – 2025?
- Assisted with reference checks for the 4 developer proposals submitted to the city
- Business Directory complete, sent out first business assistance email
- Assisted Broken Paddle, Michael Anderson, with the submittal of his RLF application
- Reference calls/emails to 4 potential housing developers for the 2nd Street property

Port Authority

5. 2.

Meeting Date: 02/20/2024

ITEM TITLE: Update on purchase of 128 2nd Street West, Wabasha, MN and authorize City Administrator to enter into negotiations

DEPARTMENT: Administration

PURPOSE:

ITEM SUMMARY:

The Wabasha City Council authorized at the City Council Special Meeting on 12/19/2023 to release a request for proposals for the redevelopment of the Grandpa's Barn/Transfer Building Cite and provided authority for a sub-committee of the Port and the Mayor to oversee the review of the proposals. The sub-committee was Mayor Emily Durand, Port Authority President and Council Member John Friedmeyer, Council Member/Port Member Jeff Sulla, David Wodele of Port, Robin Gwaltney of Port. Some of the committee members toured all the developments of the proposers in Pine Island, Zumbrota, and South St. Paul. They also went to Winona but that developer ultimately did not submit a proposal. Mayor Durand and Administrator Gregerson toured all developers through Wabasha on various dates throughout the month of December. CEDA Representatives checked references for all the proposers.

All developers submitted proposals that:

- Need a TIF on the property
- Requested a write-down on the land or land incentive.
- Need the City to apply by April for a Minnesota Workforce Housing Development Grant

The Committee received proposals for development from The Beard Group (Minneapolis, MN), Keller/Baartman Properties (Red Wing, MN), Legacies Investment Group (Rochester, MN), and Rebound Partners (Northfield)-Jamie Judisch (Rochester)- DBS Group (Rochester).

Port Authority recommended the Council select Keller-Baartman to purchase the land based on a competitive RFP process, subject to terms and conditions negotiated by the City Administrator, with final approval of a real estate purchase agreement by Council.

Please see attached letter for Keller-Baartman for qualifications. Staff also contacted several references and their developments in other communities have been of high quality and well maintained. They are proposal approximately 50 market-rate units, of studio, one, two, and three bedrooms, with covered/heated parking, a fitness room, with target rents of \$850 to \$1300 per month, depending on final financing.

Port Authority Next Steps:

- Finalizing negotiations with Keller Baartman
- Determine if Port Authority should designate a lead person to help the Food Share move locations

STAFF RECOMMENDATION:

Approve City Administrator to begin negotiating real estate purchase agreement for their purchase 128 2nd Street West and a Redevelopment TIF with Keller-Baartman Properties.

ACTION REQUIRED:

Approve Keller-Baartman for purchase of 128 2nd Street West, Wabasha, MN and authorize City Administrator to enter into negotiations.

Attachments

Floor Plan_Wabasha (1)

IMG_6417

IMG_6418

IMG_6420

IMG_6421

IMG_6423

IMG_6424

IMG_6427

Site Plan_Wabasha (1)

Unit sizes Wabasha MN

Wabasha Apts Exterior Rendering

KB KELLER/BAARTMAN PROPERTIES

February 5, 2024

Dear Wabasha City Council

My name is Robert Keller, I am writing you on behalf of Keller Baartman Properties. I would like to take this opportunity to introduce you to our company and the services we offer.

We have been in the construction industry and management of our own rental properties for 16 years. We continue to strive to deliver our uncompromising quality that has helped cement our reputation in the industry. We are currently self managing 600 units in the surrounding counties and north of the twin cities. We are also in the process of opening 3 new buildings in the next month. There is a 50 and up independent living facility in Red Wing which contains 78 units, Cannon Falls is a multi family building and has 83 units, St. Michaels is a multi family building with 57 units.

We enjoy working with our local governments and learning each others needs while utilizing local TIF's and grants which bring value to the project. After meeting with your mayor and city planner to discuss Wabasha's housing needs it was clear that a project similar to our Zumbrota project would be well suited for your downtown area.

We are a local company based in Red Wing Minnesota. We utilize local labor when possible and maintain a diverse staff of cleaners, maintenance workers, and management. We strive to give our apartments a modern feel while providing a building that promotes family unity and community involvement.

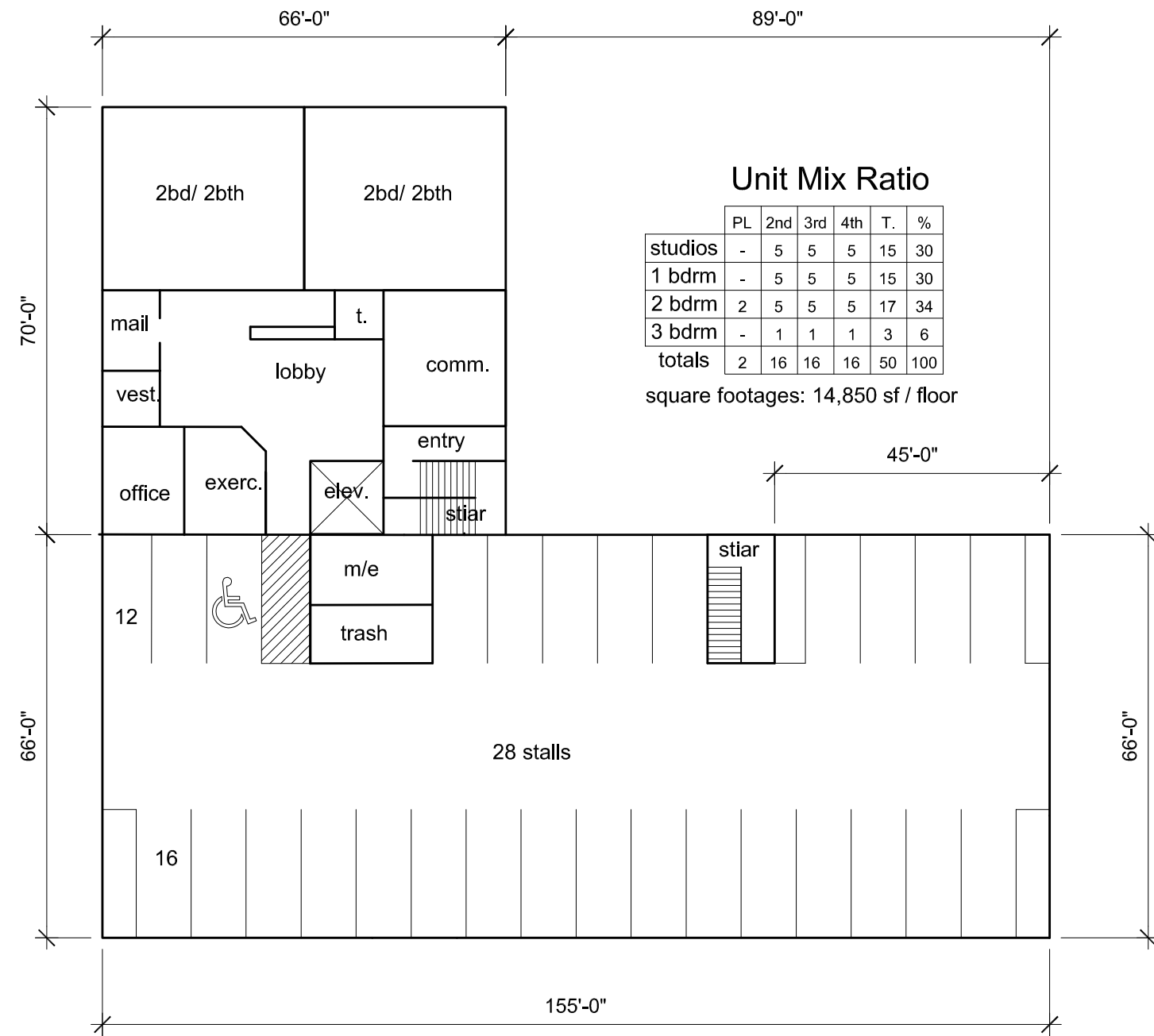
I believe our skills, experience, and enthusiasm make us an ideal partner and we look forward to working with your city government. I am confident we can be a valuable asset to your team and look forward to discussing this amazing opportunity in the future.

Thank you for your time!

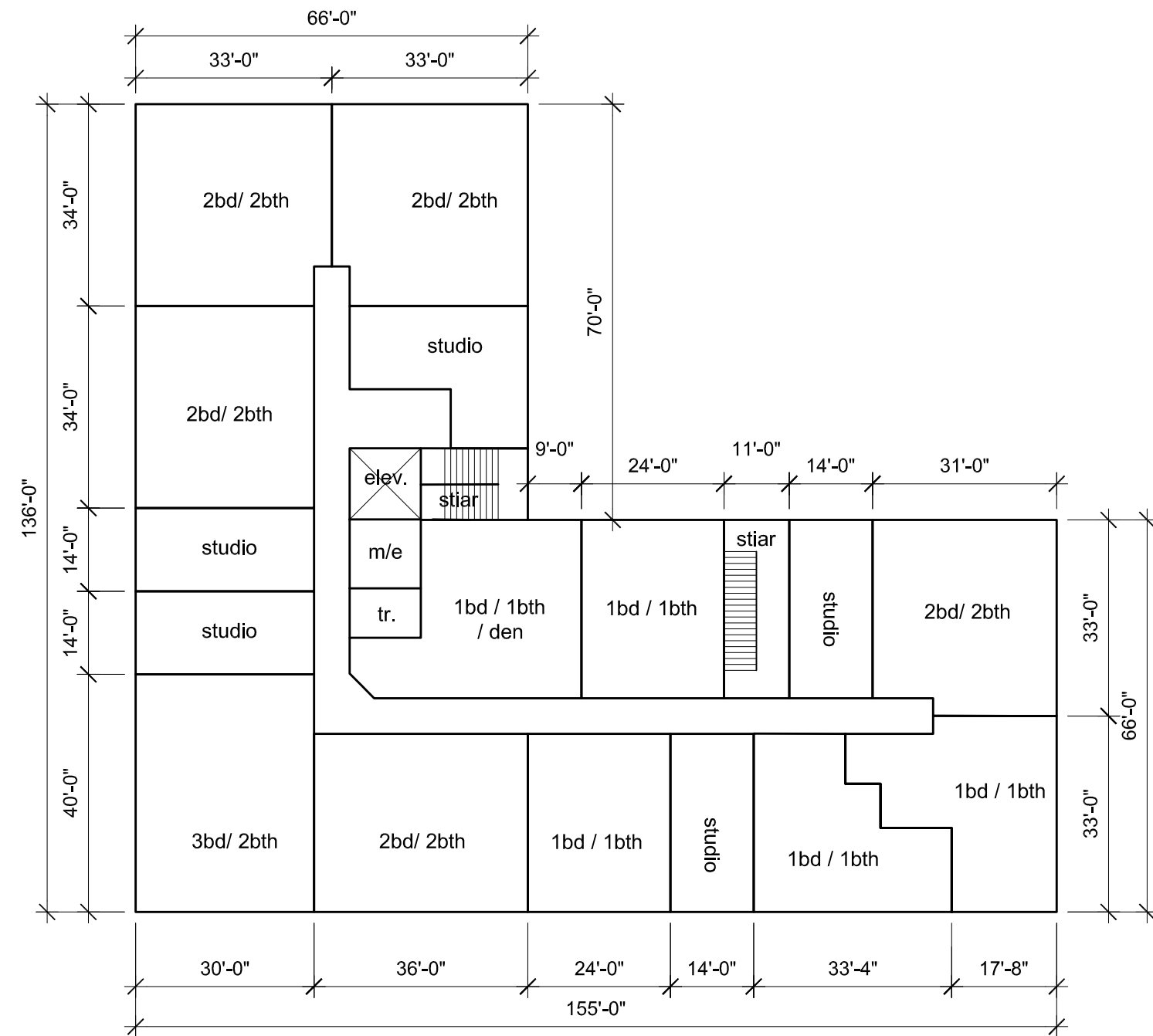
Robert Keller



Keller-Baartman Properties



1st floor - parking level



2nd, 3rd, 4th floor





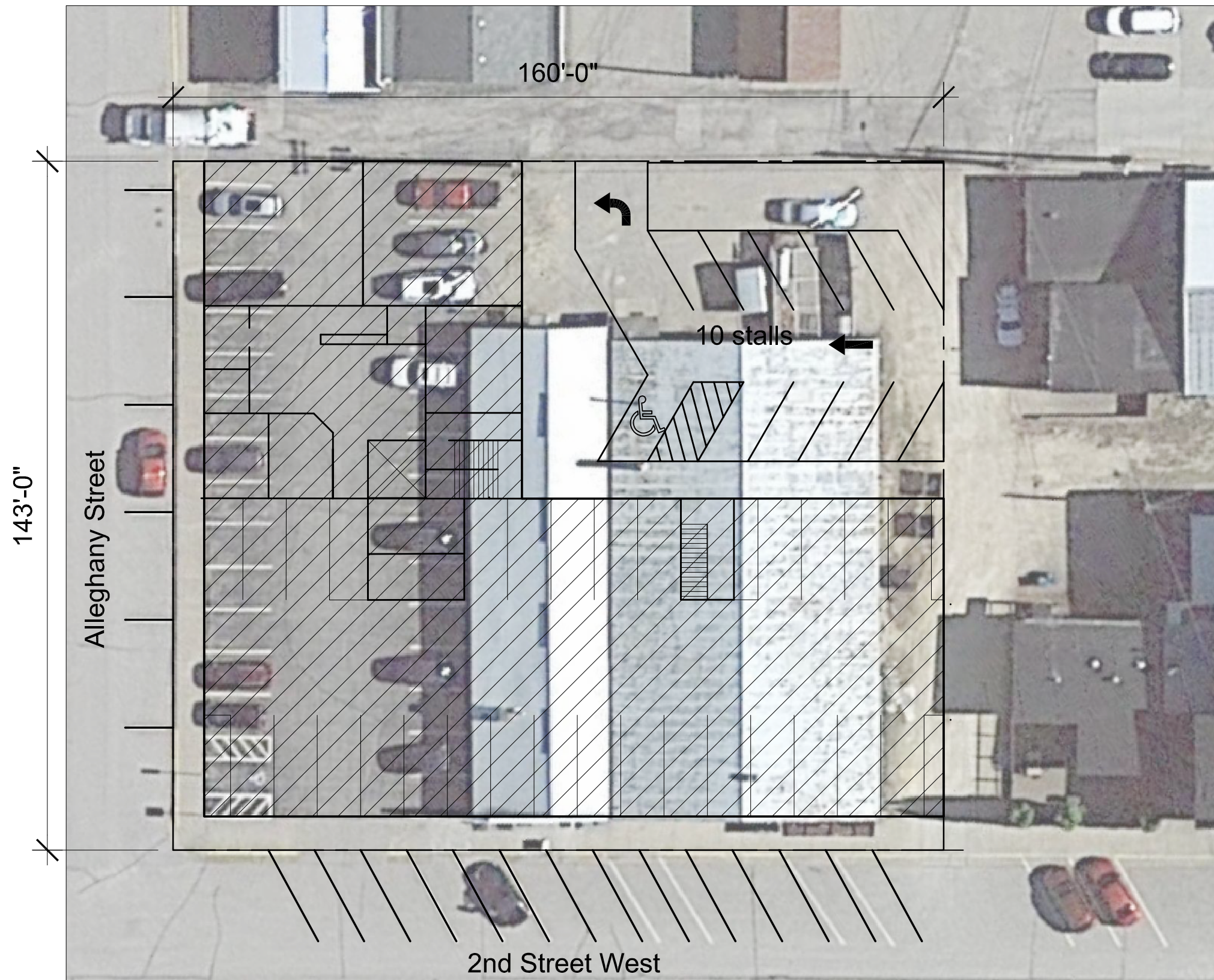












site plan - preliminary



KB KELLER/BAARTMAN
PROPERTIES

Wabasha Apts.

hmda
ARCHITECTS



Unit sizes

Studio 445sqft

1 Bedroom 534-792sqft

2 Bedroom 1,027-1,100sqft

3 Bedroom 1,236-1,400sqft



Port Authority

5. 3.

Meeting Date: 02/20/2024

ITEM TITLE: Select Review Committee for RFQ for Barge Terminal

DEPARTMENT: Administration

PURPOSE:

ITEM SUMMARY:

Federal requirements mean that we must bid out the engineering firm to support the construction of the barge terminal with federal funds. We will do a Request for Qualifications process, meaning we will select the most qualified firm. The firms will supply a price, but that will be evaluated after the firm is selected based on qualifications. We need two members who will review the proposals.

Brian Malm: Update on EIS: We're basically done with the rewrites and response to comments, pending final coordination meeting with the agencies, which are scheduled for the next few weeks. Depending on how those go, we will make any remaining edits and finalize the EIS.

Port Authority

5. 4.

Meeting Date: 02/20/2024

ITEM TITLE: Approve Engineering firm for Phase I Environmental Study

DEPARTMENT: Administration

PURPOSE:

To provide quotes from 3 different vendors on a Phase I Environmental Study for Grandpa's Barn/Transfer Station

ITEM SUMMARY:

1. All quotes include the parking lot.
2. Compeer Financial has approved a grant in the amount of \$4500 to fund the study.

COMMITTEE RECOMMENDATION:

SEH:

A. Phase I Environmental Site Assessment

Phase I ESA Total: \$2,900

KLJ:

A. Phase I Environmental Site Assessment

Labor Total: \$4,250

Historical Database Total: \$375

Phase I ESA Total: \$4,625

Terracon:

A. Phase I Environmental Site Assessment Total:

Phase I ESA Total: \$2,500

B. Phase I Environmental Site Assessment Total for Main Street and 2nd Street/Grandpa's Barn:

Phase I ESA Total: \$4,500

STAFF RECOMMENDATION:

1. Approve a vendor to conduct the Phase I Environmental Study (Terracon)
2. Terracon is the cheapest, as well as provided a quote for 2 sites: Main Street and Grandpa's Barn (2nd Street)

ACTION REQUIRED:

Approval of engineering firm

Attachments

KLJ

SEH

Terracon

Scope of Services

PHASE I ENVIRONMENTAL SITE ASSESSMENT:

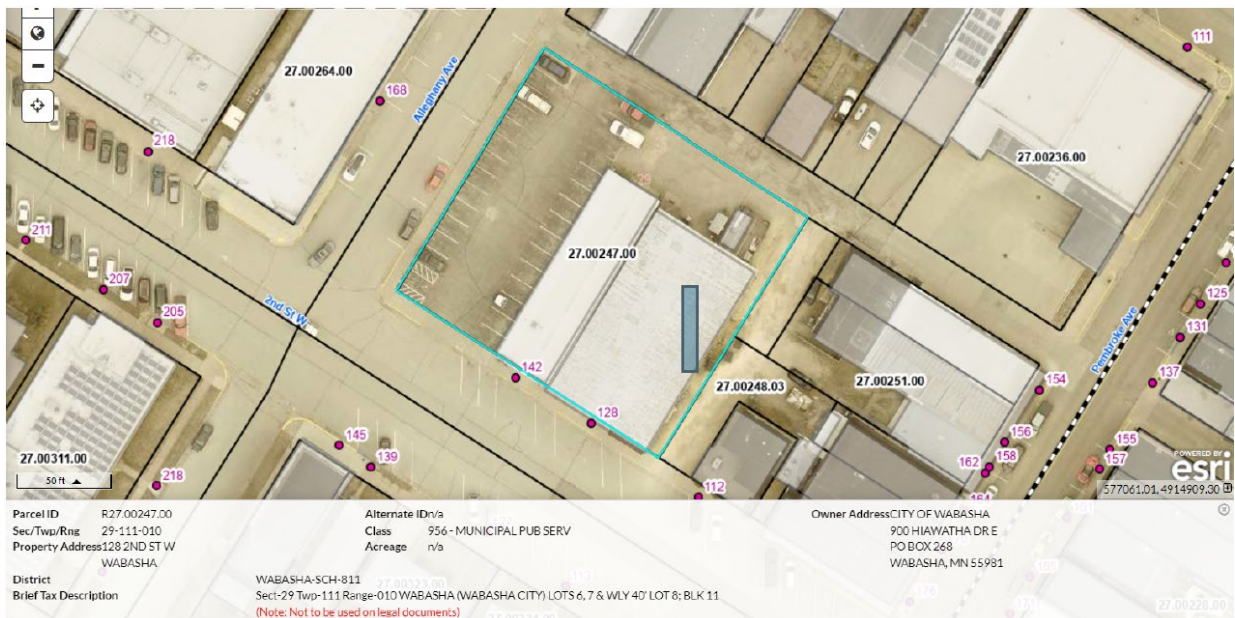
Grandpa's Barn/Transfer Building Site

128 2nd Street West, Wabasha, MN

December 22, 2023

I. DESCRIPTION

KLJ proposes to conduct a Phase I Environmental Site Assessment (ESA) on behalf of the City of Wabasha (City) for the Grandpa's Barn/Transfer Building Site which is located at 128 2nd Street West in Wabasha, Minnesota. Grandpa's Barn/Transfer Building Site is currently comprised of one parcel (Wabasha County parcel 27.00247.00) totaling 0.52 acres in size in Wabasha, Minnesota (hereafter referred to as the subject property). The requested subject property boundary is also presented below.



The Phase I ESA will be completed in accordance with American Society for Testing and Materials (ASTM) Standard E1572-21 Standard Practice for ESAs and standard industry practice to address All Appropriate Inquiries. This Scope of Services outlines KLJ's professional services and associated cost. Modifications or additions or any new environmental laws or regulations that significantly change the services to be performed, as defined below, shall be treated as "Changes in Scope of Services."

II. PURPOSE

The Purpose of the Phase I ESA is to evaluate the potential for on-site contamination from on-and off-site sources [i.e., Recognized Environmental Conditions (RECs)] and for potential landowner liability protections pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA).

III. SERVICES TO BE PERFORMED

KLJ will perform work in accordance with ASTM E1527-21 and will issue a final report in accordance with ASTM guidance. It is understood by all parties that Phase I ESAs are not intended to be exhaustive, the scope of the Phase I ESA might require revisions based on field conditions and findings, and findings of the Phase I ESA cannot eliminate all uncertainty. Results of the site visit might vary depending on the weather conditions at the time of the site visit (i.e., snow cover) and site access. Professional judgment and interpretation are inherent in the process and exercised in accordance with objective scientific principles; however, uncertainty is inevitable.

The Phase I ESA evaluates current and historical conditions at the subject property and surrounding vicinity that could present potential environmental concerns for the subject property. KLJ will coordinate with a third-party provider to obtain the following reports and information necessary for compliance with ASTM Standard E1527-21. The following reports and information relating to on-site activities will be included in the final report if readily available:

- Historical Aerial Photographs
- Historical Topographic Maps
- Certified Sanborn Maps/Fire Insurance maps
- City Directories/Local Street Directories
- Radius map or Database Report (Standard Federal, State, and Tribal Environmental Record Sources), which must include, at a minimum, records as outlined in the ASTM standard E1527-21.

In addition, KLJ will perform the following:

- KLJ will perform a site reconnaissance to visually observe the subject property and adjoining properties from public right-of-way to identify environmental concerns. These may include potential sources or indications of on-site chemical or petroleum storage or releases (tanks, chemical storage, and disposal areas, etc.) that could potentially impact the subject property.
- Take photographs during the site visit, as necessary, which will be included in the final report.
- Review physical settings resources that may include topographic maps, information obtained in pursuit of an agency file reviews, groundwater maps, bedrock geology maps, surficial geology maps, soil survey maps, and other reasonable ascertainable resources.
- Review readily available city/county records related to the building development of the subject property.
- Interview state/local environmental authorities to identify complaints, violations, citations, or inspections related to the subject property. Interview site representatives and other personnel

familiar with the subject property that may include major tenants/occupants, owners, and operators of the subject property in regard to potentially hazardous materials currently or previously stored on-site.

- Upon cursory review and evaluation of current and historical uses, KLJ will conclude whether off-site properties within the search radius have the potential to affect environmental conditions at the subject property.
- Perform regulatory file reviews in accordance with the ASTM standard. Based upon publicly available data, KLJ identified no regulatory files that will require a file review.
- Review past site documents provided through interviews or other sources to assess the potential for on-site contamination.
 - KLJ will make a reasonable effort to access and retrieve information from federal, state, and local documents, as available, upon request from government agencies or commercial sources within the timeframe allocated.

Upon completion of the site visit, KLJ will prepare a Phase I ESA report. The report will include any identified RECs, *de minimis* conditions, and other pertinent findings. The report will include KLJ's opinion regarding the potential presence of on-site contamination at the subject property, and if requested, make recommendations for further investigation, evaluation, and/or testing.

IV. FEE AND SCOPE ASSUMPTIONS

The proposed fixed, lump sum fee for completion of this Phase I ESA is **\$4,625.00**. A breakdown of fees are shown below:

Labor Total	\$4,250
Historical Database Total	\$375
Phase I ESA Total	\$4,625

KLJ will perform the above-described services under the following assumptions:

- Site and full building access will be facilitated by the City or a designated representative.

If additional work time is required due to the inaccuracy of these assumptions or future changes in scope, written authorization will be obtained from the client prior to performing the work.

V. DELIVERABLES AND PROJECT SCHEDULE

The final Phase I ESA report will be provided to the client in electronic format (.pdf) and a hard copy of the report can be provided upon request.

KLJ anticipates completing this Phase I ESA within four weeks of signed authorization; however, finalization of the report is contingent upon the receipt of requested records from local, state, or federal entities and site access is provided in a timely manner.

VI. WORK EXCLUDED FROM THIS KJ CONTRACT

- 1) Legal testimony.
- 2) Environmental Lien, Activity and Use Limitations (AULs), and Chain of Title searches are not included in this Scope of Services, as they are considered User responsibilities. However, if requested, Environmental Lien, AULs, and Chain of Title searches can be added to this Scope of Services for an additional cost.
- 3) Services beyond this Scope of Services, including, but not limited to, sampling for asbestos containing materials, mold, and lead based paint and environmental sampling associated with a Phase II ESA analysis.



Building a Better World
for All of Us®

January 4, 2024

RE: Proposal for Phase I Environmental Site
Assessment, Asbestos Inspection and
Regulated Waste Assessment
Grandpa's Barn and Transfer Building
128 2nd Street West
Wabasha, Minnesota
SEH No. WABAM 176608

Dusty Liston
City of Wabasha
900 Hiawatha Drive East
Wabasha, MN 55981

Dear Ms. Liston:

This letter proposal describes the work tasks, cost estimate, and proposed schedule for Short Elliott Hendrickson Inc. (SEH®) to conduct a Phase I Environmental Site Assessment (ESA), an asbestos inspection and regulated waste assessment for the Subject Property located at 128 2nd Street West in Wabasha, Wabasha County, Minnesota (Parcel ID R27.00247.00). We understand the Subject Property is owned by the City of Wabasha (City) and is developed with two buildings, one occupied by Food Share and the second used as a seasonal antique store and event space, which was initially used for automotive repair. We further understand the Subject Property is being proposed for redevelopment for multi-family use.

PROPOSED SCOPE OF SERVICES

Phase I Environmental Site Assessment

SEH will perform the Phase I ESA tasks in accordance with ASTM Standard Method E 1527-21 Standard Practice for Environmental Site Assessments: *Phase I Environmental Site Assessment Process* and in accordance with All Appropriate Inquiries.

The purpose of the Phase I ESA is to identify, to the extent feasible pursuant to the processes described in E 1527-21 and in a manner consistent with good commercial or customary practice, Recognized Environmental Conditions (RECs), Controlled RECs (CRECs) and Historical RECs (HRECs) in connection with the Subject Property.

By ASTM definition, **REC** means “ (1) the presence of hazardous substances or petroleum products in, on, or at the Subject Property due to a release to the environment; (2) the likely presence of hazardous substances or petroleum products in, on, or at the Subject Property due to a release or likely release to the environment; or (3) the presence of hazardous substances or petroleum products in, on, or at the Subject Property under conditions that pose a material threat of a future release to the environment.” ***De minimis*** conditions are not recognized environmental conditions.

Engineers | Architects | Planners | Scientists

Short Elliott Hendrickson Inc., 3535 Vadnais Center Drive, St. Paul, MN 55110-3507

651.490.2000 | 800.325.2055 | 888.908.8166 fax | sehinc.com

SEH is 100% employee-owned | Affirmative Action–Equal Opportunity Employer

City of Wabasha
January 4, 2024
Page 2

The term **HREC** is defined by ASTM to mean “a previous release of hazardous substances or petroleum products affecting the Subject Property that has been addressed to the satisfaction of the applicable regulatory authority or authorities and meeting unrestricted use criteria established by a regulatory authority or authorities without subjecting the property to any controls (for example, activity and use limitations or other property use limitations).”

The term **CREC** is defined by ASTM to mean “a recognized environmental condition affecting the Subject Property that has been addressed to the satisfaction of the applicable regulatory authority or authorities with hazardous substances or petroleum products allowed to remain in place subject to the implementation of required controls (for example, activity and use limitations or other property use limitations).”

Performance of this ESA is intended to reduce but not eliminate uncertainty regarding the existence of RECs in connection with the Subject Property. Not every property will warrant the same level of assessment. The findings, opinions, and conclusions of the ESA are not scientific certainties, but probabilities based on professional judgment regarding the significance and accuracy of the collected data. When reasonably ascertainable, data will be obtained and reviewed. However, the accuracy of the collected data is not the responsibility of SEH.

Unless specifically requested and additional budget is authorized, any environmental sampling and analyses such as testing of soil, groundwater, or soil vapor are not included in the scope. In addition, this Phase I ESA does not include evaluation of the following non-scope considerations specified in Section 13.1.5 of ASTM E 1527-21:

- Biological agents;
- Cultural and historic resources;
- Ecological resources;
- Endangered species;
- Health and safety;
- Indoor air quality unrelated to *releases of hazardous substances or petroleum products into the environment*;
- Industrial hygiene;
- Lead-based paint unrelated to releases into the environment;
- Lead in drinking water;
- Mold or microbial growth conditions;
- Polychlorinated biphenyl- (PCB-) containing building materials
- Naturally occurring radon;
- Regulatory compliance;
- Substances not defined as hazardous substances, including some substances generally referred to as emerging contaminants; and
- Wetlands.

City of Wabasha
January 4, 2024
Page 3

The following series of steps and tasks identifies the activities that will be conducted by SEH.

1. Site Reconnaissance

The objective of site reconnaissance is to obtain potential visual and/or olfactory evidence of environmental degradation related to the property and adjoining properties. SEH will do a walk-through of the subject property, noting potential environmental concerns on the Subject Property and observable environmental concerns on adjoining properties that relate to improper waste storage and disposal, and hazardous materials.

2. Records Review

Publicly available federal, tribal, state, county and city records will be reviewed as appropriate to determine if the property has had a history of spills, leaks, hazardous waste storage, regulatory compliance and improper waste disposal practices.

3. Map Review

As available and appropriate, USGS 7.5 Minute Topographic Map(s), as-built construction plans, historical and recent aerial photographs, fire insurance maps, and assessor's maps will be reviewed. A review of the physiography of the area will be completed as necessary.

4. Historical Property Use Research

Reasonably ascertainable standard historical sources will be reviewed as necessary to identify prior uses of the property from the time the property was first developed or 1940, whichever is earlier. Significant data gaps of greater than 5 years in property historical information will be identified.

5. Interviews

As appropriate, past and present owners, operators, employees and occupants of the property, and government officials will be interviewed regarding the property.

6. Evaluation and Report Preparation

A report will be completed that summarizes the compiled information, and offers findings, opinions and conclusions based on the available data.

User's Responsibilities

In order to qualify for one of the Landowner Liability Protections offered by the Small Business Liability Relief and Brownfields Revitalization Act of 2001, the user of the report is required to conduct certain inquiries. To assist with communicating the results of the inquiries to the environmental professional that may be material to identifying recognized environmental conditions, we ask that the user complete the attached *User Questionnaire* and provide the responses to SEH at least 5 working days prior to the due date of the report. In addition, you agree to provide the following information pertinent to the project:

- Reason for the ESA.
- Type of property and type of property transaction, for example, sale, purchase, exchange, etc.
- The complete and correct address for the Subject Property including maps or other documentation showing property location.
- Identification and contact information for the site contact.
- Identification of all parties who will rely on the ESA report.

City of Wabasha
January 4, 2024
Page 4

- Any additional scope services required by any Users of the ESA report that are beyond the requirements of ASTM E 1527-21.
- Any special terms and conditions.
- Any other knowledge or experience with the Subject Property that may be pertinent to the ESA, including copies of any available prior environmental site assessment reports, documents, correspondence, etc. concerning the Subject Property and its environmental condition.

Limitations

The regulatory agencies commonly have a standard turnaround time for file review requests of at least thirty business days. If files are not received by the publication date of the report a data gap may be noted in the Phase I ESA report.

ASBESTOS INSPECTION AND REGULATED WASTE ASSESSMENT

Asbestos Inspection

Minn. R. 7035.0805 requires that project owners or parties authorizing the renovation or demolition of a building remove regulated materials before starting a renovation or demolition project. All items and materials removed must be properly characterized, tested, managed, and disposed of and reused or recycled in accordance with applicable standards.

To conduct the asbestos inspection, SEH will provide Minnesota Certified Asbestos Inspectors to collect an estimated 120 bulk samples of potential asbestos containing materials (ACM). The asbestos inspection will be conducted in accordance with Minnesota Department of Health (MDH) asbestos inspection and assessment rules (Section 4620.3460) and U.S. Environmental Protection Agency (USEPA) guidance documents. The asbestos inspection is intended to meet the requirements of the National Emission Standard for Hazardous Air Pollutants (NESHAP) Subpart M – National Emission Standard for Asbestos. The Minnesota Pollution Control Agency (MPCA) enforces the NESHAP regulation in Minnesota.

As part of the asbestos inspection, the ACM identified within the structures will be quantified and locations documented for future abatement prior to demolition.

Regulated Waste Assessment

SEH will complete a walk-through of the property and an inspection of the structures located on the Subject Property to determine the presence and location of regulated materials at the site or contained within the building materials. This assessment includes fluorescent bulbs/ballasts, mercury containing switches, CFCs, containers, etc. Because the buildings are occupied, our proposal assumes that all loose materials would be removed prior to demolition; therefore, the assessment will be limited to only materials that are fixed to the structures. Permitted and non-permitted required confined spaces are exempted from this scope of work. If peeling paint is identified during the assessment up to two paint samples will be collected and analyzed for lead. Our proposal also includes collection of two caulk samples for analyses for polychlorinated biphenyls (PCBs).

Reporting

SEH will prepare a summary report following the initial phase identifying ACM or potential ACM, locations, approximate quantities, a figure depicting ACM locations that were identified, and a summary of regulated materials that were identified.

City of Wabasha
January 4, 2024
Page 5

Limitations

In any building, the potential exists for hazardous material to be located inside walls, above ceilings, under floors, buried underground, and in other inaccessible areas. This inspection does not include accessing inaccessible areas via destructive methods. The inspection will be limited to areas provided for access by the current owner. Therefore, SEH cannot be held responsible for the presence of any such hidden materials. Demolition and other contractors involved in the project should be made aware of this potential. If previously unidentified suspect hazardous material is exposed during their activities they should be sampled and analyzed for content prior to any disturbance. A destructive ACM investigation, which would involve accessing inaccessible areas, is required by the MPCA prior to building renovation/demolition. It is recommended that the destructive ACM investigation is performed once the building is vacant.

Sampling of materials for asbestos content involves the collection of a small piece of that material. Some damage is inevitable. However, every effort will be made to limit cuts and holes to discreet locations. Our representative will not be responsible for repairing materials damaged during sampling.

In order to maintain the integrity of the roof systems, no roofing materials will be sampled as part of this inspection. For the purpose of this inspection, roofing and flashing materials will be assumed to contain asbestos until proven otherwise by sampling and analysis.

Permitted and non-permitted required confined spaces are exempted from this scope of work.

ASSUMPTIONS

SEH assumes that the City will provide or coordinate SEH access onto the property. We further assume that onsite work for the Phase I ESA, asbestos inspection and regulated waste assessments for both buildings can be done during one mobilization and will require two SEH staff members being onsite for 1.5 days.

SEH will not complete an Environmental Lien Search as part of this project.

Non-scope considerations specified in Section 13.1.5 of ASTM E 1527-21 are not included in our scope of services unless you direct us otherwise and authorize additional budget.

This proposal assumes standard laboratory 10-day turnaround time.

If additional investigation is recommended SEH will consult with the City to discuss additional scope, costs and schedule prior to commencement of the work.

COST AND SCHEDULE

SEH will complete the tasks outlined above on a lump sum basis for an approximate fee of **\$10,600**. Our estimated fee for the Phase I ESA is \$2,900 and our estimated fee for the asbestos inspection and regulated materials survey is \$7,700.

SEH will begin work upon receipt of signed authorization. Our schedule assumes right of entry will be provided when the project is authorized. The Phase I ESA and asbestos inspection and regulated materials survey will take two to four weeks to complete.

City of Wabasha
January 4, 2024
Page 6

CLOSING

Thank you for the opportunity to provide services to the City. If this proposal is acceptable, please sign the attached Agreement for Professional Services and return it to us for our records.

Please contact me directly at 612.839.2430 or at jforce@sehinc.com with any questions or for additional information.

Sincerely,

SHORT ELLIOTT HENDRICKSON INC.

Jennifer Force
Jennifer Force, PG (MN)
Senior Scientist II

Copy: Caroline Gregerson, City of Wabasha



Building a Better World
for All of Us®

PHASE I ENVIRONMENTAL SITE ASSESSMENT USER QUESTIONNAIRE

**Grandpa's Barn and Transfer Building
128 2nd Street West
Wabasha, Minnesota**

The Phase I ESA standard ASTM 1527-21 identified certain User responsibilities. This intent of this User Questionnaire is to assist the user and the environmental professional in gathering information from the User that may be material to identifying recognized environmental conditions. The "All Appropriate Inquiries" Final Rule (40 CFR Part 312) requires that these tasks be performed by or on behalf of a party seeking to qualify for an LLP to CERCLA liability.

Question	Comment
<p>Environmental cleanup liens that are filed or recorded against the site (40 CFR 312.25).</p> <p>Are you aware of any environmental cleanup liens against the property that are filled or recorded under federal, tribal, state, or local law?</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>	
<p>Activity and land use limitations (AULs) that are in place on the site or that have been filed or recorded in a registry (40 CFR 312.26).</p> <p>Are you aware of any AULs such as engineering controls, land use restrictions or institutional controls that are in place at the site and/or have been filed or recorded in a registry under federal, tribal, state or local law?</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>	
<p>Specialized knowledge or experience of the person seeking to qualify for the LLP (40 CFR 312.28).</p> <p>As the user of this ESA do you have any specialized knowledge of experience related to the property or nearby properties? For example, are involved in the same line of business as the current or former occupants of the property or an adjoining property so that you would have specialized knowledge of the chemicals and processes used by this type of business?</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>	

Phase I Environmental Site Assessment User Questionnaire
Page 2 of 5

<p>Relationship of the purchase price to the fair market value of the property if it were not contaminated (40 CFR 312.29).</p> <p>Does the purchase price being paid for this property reasonably reflect the fair market value of the property?</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If you answered no, have you considered whether the lower purchase price is because contamination is known or believed to be present at the property?</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>	
<p>Commonly known or reasonably ascertainable information about the property (40CFR 312.30).</p> <p>Are you aware of commonly known or reasonably ascertainable information about the property that would help the environmental professional to identify conditions indicative of releases or threatened releases?</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>	
<p>The degree of obviousness of the presence or likely presence of contamination at the property, and the ability to detect the contamination by appropriate investigation (40 CFR 312.31).</p> <p>As the user of this ESA, based on your knowledge and experience related to the property are there any obvious indications that point to the presence or likely presence of contamination at this property?</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>	

Phase I Environmental Site Assessment User Questionnaire
Page 3 of 5

Please answer these additional questions if applicable.

Question	Comment/Answer
Do you know of any past uses of the property? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Do you know of specific chemicals that were present or once were present at the property? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Do you know of any spills or chemical releases that have taken place at the property? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Do you know of any environmental cleanups that have taken place at the property? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Reason for the Phase I ESA?	
Type of property and type of property transaction?	
Complete and correct address and/or parcel identification numbers for the property?	

Phase I Environmental Site Assessment User Questionnaire
Page 4 of 5

Identify all parties, or “users,” who will rely on the Phase I ESA Report?	
Name and contact information for the site contact to coordinate the site reconnaissance?	
Name and contact information for the current owner/occupant/manager of the property?	
Name and contact information for past owners/occupants/managers of the property?	

Phase I Environmental Site Assessment User Questionnaire
Page 5 of 5

Please also provide any existing documentation that would assist in identifying environmental conditions and historical use of the property (ex. title records, previous environmental assessments or investigations).

Do you have any of the following documents relevant to the Phase I ESA?	
<input type="checkbox"/> Yes <input type="checkbox"/> No	Environmental site assessment reports
<input type="checkbox"/> Yes <input type="checkbox"/> No	Environmental compliance audit reports
<input type="checkbox"/> Yes <input type="checkbox"/> No	Environmental permits (for example, solid waste disposal permits, hazardous waste disposal permits, wastewater permits, NPDES permits, underground injection permits)
<input type="checkbox"/> Yes <input type="checkbox"/> No	Registrations for underground and above-ground storage tanks
<input type="checkbox"/> Yes <input type="checkbox"/> No	Registrations for underground injection systems
<input type="checkbox"/> Yes <input type="checkbox"/> No	Material safety data sheets
<input type="checkbox"/> Yes <input type="checkbox"/> No	Community right-to-know plan
<input type="checkbox"/> Yes <input type="checkbox"/> No	Safety plans; preparedness and prevention plans; spill prevention, countermeasure, and control plans; facility response plans, etc.
<input type="checkbox"/> Yes <input type="checkbox"/> No	Reports regarding hydrogeologic conditions on the property or surrounding area,
<input type="checkbox"/> Yes <input type="checkbox"/> No	Notices or other correspondence from any government agency relating to past or current violations of environmental laws with respect to the property or relating to environmental liens encumbering the property
<input type="checkbox"/> Yes <input type="checkbox"/> No	Hazardous waste generator notices or reports
<input type="checkbox"/> Yes <input type="checkbox"/> No	Geotechnical studies
<input type="checkbox"/> Yes <input type="checkbox"/> No	Risk assessments
<input type="checkbox"/> Yes <input type="checkbox"/> No	Recorded AULs

Name (printed)	Signature	Date
----------------	-----------	------

Affiliation	Position
-------------	----------

Agreement for Professional Services

This Agreement is effective as of January 4, 2024, between City of Wabasha (Client) and Short Elliott Hendrickson Inc. (Consultant).

This Agreement authorizes and describes the scope, schedule, and payment conditions for Consultant's work on the Project described as: **Grandpa's Barn and Transfer Station located at 128 2nd Street West, Wabasha, MN**

Client's Authorized Representative: Dusty Liston

Address: 900 Hiawatha Drive East, Wabasha, Minnesota, 55981, United States

Telephone: 507.313.6387 **email:** dusty.liston@cedausa.com

Project Manager: Jennifer Force

Address: 10650 Red Circle Drive, Suite 500 Minnetonka, Minnesota 55343

Telephone: 612.839.2430 **email:** jforce@sehinc.com

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

See SEH's Proposal No. WABAM 176608 dated January 4, 2024 for additional details regarding the scope of services.

Schedule: See SEH's Proposal No. WABAM 176608 dated January 4, 2024 for details regarding the schedule.

Payment:

The lump sum fee is \$10,600 including expenses and equipment (i.e., mileage, truck usage, subcontractor fees).

The payment method, basis, frequency and other special conditions are set forth in attached Exhibit A-2.

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

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

Short Elliott Hendrickson Inc.

City of Wabasha

By: Jennifer Force
Full Name: Jennifer Force
Title: Senior Scientist II

By: _____
Full Name: _____
Title: _____

Exhibit A-2
to Agreement for Professional Services
Between City of Wabasha (Client)
and
Short Elliott Hendrickson Inc. (Consultant)
Dated January 4, 2024

Payments to Consultant for Services and Expenses
Using the Lump Sum Basis Option

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

A. Lump Sum Basis Option

The Client and Consultant select the Lump Sum Basis for Payment for services provided by Consultant. During the course of providing its services, Consultant shall be paid monthly based on Consultant's estimate of the percentage of the work completed. Necessary expenses and equipment are provided as a part of Consultant's services and are included in the initial Lump Sum amount for the agreed upon Scope of Work. Total payments to Consultant for work covered by the Lump Sum Agreement shall not exceed the Lump Sum amount without written authorization from the Client.

The Lump Sum amount includes compensation for Consultant's services and the services of Consultant's Consultants, if any for the agreed upon Scope of Work. Appropriate amounts have been incorporated in the initial Lump Sum to account for labor, overhead, profit, expenses and equipment charges. The Client agrees to pay for other additional services, equipment, and expenses that may become necessary by amendment to complete Consultant's services at their normal charge out rates as published by Consultant or as available commercially.

B. Expenses Not Included in the Lump Sum

The following items involve expenditures made by Consultant employees or professional consultants on behalf of the Client and shall be paid for as described in this Agreement.

1. Expense of overtime work requiring higher than regular rates, if authorized in advance by the Client.
2. Other special expenses required in connection with the Project.
3. The cost of special consultants or technical services as required. The cost of subconsultant services shall include actual expenditure plus 10% markup for the cost of administration and insurance.

The Client shall pay Consultant monthly for expenses not included in the Lump Sum amount.

General Conditions of the Agreement for Professional Services

SECTION I – SERVICES OF CONSULTANT

A. General

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

B. Schedule

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

C. Additional Services

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

D. Suspension and Termination

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

SECTION II – CLIENT RESPONSIBILITIES

A. General

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

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

SECTION III – PAYMENTS

A. Invoices

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

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

SECTION IV – GENERAL CONSIDERATIONS

A. Standards of Performance

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

B. Indemnity for Environmental Issues

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

C. Limitations on Liability

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

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

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

D. Assignment

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

E. Dispute Resolution

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

SECTION V – INTELLECTUAL PROPERTY

A. Proprietary Information

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

B. Client Use of Instruments of Service

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

C. Reuse of Documents

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

**Willey, Mike J**

to me ▾

Jan 17, 2024, 11:28 AM



Dusty,

Sorry for the confusion, these PDFs are separate tasks/costs (Phase I ESA versus Pre-Demolition Inspection).

1. The attached file, "P41247001 - ESA Proposal..." covers the Phase I ESA costs at \$2,500. Yes, the parking lot is included. The "2023" reference is wrong, should be "2024".
2. The other file which is not attached, "City of Wabasha - Pre-Demolition..." covers inspection and testing costs for construction materials and other waste required to be managed prior to demolition activities. This cost is \$3,500.00, as is separate from the Phase I ESA.

I hope this helps, please let us know if you wish to discuss further.

Mike Willey

Department Manager | ENV Asbestos/Industrial Hygiene

13400 15th Avenue North | Minneapolis, Minnesota 55441

D (763) 489-3126 | F (763) 489-3101 | M (612) 269-3439

mike.willey@terracon.com | [Terracon.com](https://terracon.com)



955 Well Street, Suite 100
St. Paul, MN 55106-3870
P 651-770-1500
F 763-957-5713
Terracon.com

January 3, 2023

City of Wabasha
Port Authority Staff
PO Box 268, 900 Hiawatha Drive East
Wabasha, MN 55981

Attn: Ms. Caroline Gregerson
E: cityadmin@wabasha.org

RE: Proposal for a Phase I Environmental Site Assessment
Grandpa's Barn/Transfer Station
128 2nd Street West
Wabasha, Minnesota 55981
Terracon Proposal No. P41247001

Dear Ms. Gregerson:

Terracon Consultants, Inc. (Terracon) appreciates the opportunity to submit this proposal to the City of Wabasha Port Authority Staff (client) to conduct a Phase I Environmental Site Assessment (ESA) of the above-referenced subject property (hereinafter known as the "site"). We understand the site is an approximate 0.53-acre parcel developed with two buildings including a food shelf and an event space addressed as 128 2nd Street West in Wabasha, Minnesota. The site is assigned Wabasha County Parcel Number R27.00247.00.

Scope of Services

(see Section 2.0 of attached proposal detail)

Phase I ESA consistent with ASTM E1527-21

- Chain of Title/Environmental Lien/AUL Search **is not** included in this fee.
- Additional non-scope items:
None

Schedule

(see Section 2.4 of attached proposal detail)

Draft report 15 business days from written notice to proceed; final report within 3 days of client comments on draft report.

Compensation

Lump sum of \$2,500

If this proposal meets with your approval, work may be initiated by returning a fully executed copy of the Agreement for Services and *ASTM E1527-21* User Questionnaire attached to this proposal to our Saint Paul office. **Please provide site contact**



information with the signed agreement. The terms, conditions, and limitations stated in the Agreement for Services and sections of this proposal incorporated therein, shall constitute the exclusive terms and conditions and services to be performed for this project.

We appreciate the opportunity to provide this proposal and look forward to working with you on this project. If you have any questions or comments regarding this proposal or require additional services, please give us a call.

Sincerely,

Terracon Consultants, Inc.

A handwritten signature in black ink, appearing to read 'Ben Berthiaume'.

Benjamin J. Berthiaume
Project Manager

A handwritten signature in black ink, appearing to read 'Mark S. Miller'.

Mark S. Miller
Senior Project Manager

Attachments: ASTM E1527-21 User Questionnaire
Detailed Scope of Services
Agreement for Services

ASTM E1527-21 User Questionnaire



Date Completed		
Person Completing Questionnaire	Name: Company:	Phone: Email:
Site Name	Grandpa's Barn/Transfer Station	
Site Address	128 2nd Street West Wabasha, MN 55981	
Point of Contact for Access	Name: Company:	Phone: Email:
Access Restrictions or Special Site Requirements?	<input type="checkbox"/> No <input type="checkbox"/> Yes (If yes, please explain)	
Confidentiality Requirements?	<input type="checkbox"/> No <input type="checkbox"/> Yes (If yes, please explain)	
Current Site Owner	Name: Company:	Phone: Email:
Current Site Operator	Name: Company:	Phone: Email:
Reasons for ESA (e.g., financing, acquisition, lease, etc.)		
Anticipated Future Site Use		
Relevant Documents?	Please provide Terracon copies of prior Phase I or II ESAs, Asbestos Surveys, Environmental Permits or Audit documents, Underground Storage Tank documents, Geotechnical Investigations, Site Surveys, Diagrams or Maps, or other relevant reports or documents.	
ASTM User Questionnaire		
<p>To qualify for one of the <i>Landowner Liability Protections (LLPs)</i> offered by the Small Business Liability Relief and Brownfields Revitalization Act of 2001 (the "<i>Brownfields Amendments</i>"), the user must respond to the following inquiries required by 40 C.F.R. §§ 312.25, 312.28, 312.29, 312.30, and 312.31. These inquiries must also be conducted by EPA Brownfield Assessment and Characterization grantees. The <i>user</i> should provide the following information to the <i>environmental professional</i>. Failure to conduct these inquiries could result in a determination that "<i>all appropriate inquiries</i>" is not complete.</p>		
<p>1) Did a search of land title records (or judicial records where appropriate) identify any environmental liens filed or recorded against the site under federal, tribal, state, or local law (40 CFR 312.25)? <input type="checkbox"/> No <input type="checkbox"/> Yes (If yes, explain below and send Terracon a copy of the title records or judicial records reviewed.)</p>		
<p>2) Did a search of land title records (or judicial records where appropriate) identify any activity and use limitations (AULs), such as engineering controls, land use restrictions, or institutional controls that are in place at the site and/or have been filed or recorded against the site under federal, tribal, state, or local law (40 CFR 312.26)? <input type="checkbox"/> No <input type="checkbox"/> Yes (If yes, explain below and send Terracon a copy of the title records or judicial records reviewed.)</p>		
<p>3) Do you have any specialized knowledge or experience related to the site or nearby properties? For example, are you involved in the same line of business as the current or former occupants of the site or an adjoining property so that you would have specialized knowledge of the chemicals and processes used by this type of business (40 CFR 312-28)? <input type="checkbox"/> No <input type="checkbox"/> Yes (If yes, explain below)</p>		
<p>4) Do you have actual knowledge of a lower purchase price because contamination is known or believed to be present at the site (40 CFR 312.29)? <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> Not applicable (If yes or Not applicable, explain below)</p>		
<p>5) Are you aware of commonly known or reasonably ascertainable information about the site that would help the environmental professional to identify conditions indicative of releases or threatened releases (40 CFR 312.30)? For example, (a.) Do you know the past uses of the site? (b.) Do you know of specific chemicals that are present or once were present at the site? (c.) Do you know of spills or other chemical releases that have taken place at the site? (d.) Do you know of any environmental cleanups that have taken place at the site? <input type="checkbox"/> No <input type="checkbox"/> Yes (If yes, explain below)</p>		
<p>6) Based on your knowledge and experience related to the site, are there any obvious indicators that point to the presence or likely presence of releases at the site (40 CFR 312.31)? <input type="checkbox"/> No <input type="checkbox"/> Yes (If yes, explain below)</p>		
<p><u>Comments or explanations:</u></p>		

Please return this form with the signed authorization to proceed.

Proposal No. P41247001

DETAILED SCOPE OF SERVICES

1.0 PROJECT INFORMATION

We understand the site is an approximate 0.53-acre parcel developed with two buildings including a food shelf and an event space addressed as 128 2nd Street West in Wabasha, Minnesota. The site is assigned Wabasha County Parcel Number R27.00247.00. We further understand that the client is intending to develop the site as a multifamily residential and/or mixed-use building. If this is not accurate, or if you have additional useful information, please inform us as soon as possible.

2.0 SCOPE OF SERVICES

2.1 Base Phase I ESA Services

The ESA will be performed consistent with the procedures included in ASTM E1527-21, *Standard Practice for Environmental Site Assessments: Phase I Environmental Assessment Process*. The purpose of this ESA is to assist the client in developing information to identify recognized environmental conditions (RECs - as defined below) in connection with the site as reflected by the scope of this proposal. The potential for vapor migration will be addressed as part of a Phase I ESA and will be considered by Terracon in evaluation of RECs associated with the site. If modifications to the scope of services are required, please contact us to discuss proposal revisions.

REC Definition

Recognized environmental conditions are defined by ASTM E1527-21 as "(1) the presence of *hazardous substances* or *petroleum products* in, on, or at the *subject property* due to a *release* to the *environment*; (2) the *likely* presence of *hazardous substances* or *petroleum products* in, on, or at the *subject property* due to a *release* or *likely release* to the *environment*; or (3) the presence of *hazardous substances* or *petroleum products* in, on, or at the *subject property* under conditions that pose a *material threat* of a future *release* to the *environment*." A *de minimis* condition is not a recognized environmental condition.

Emerging Contaminants: Per- and Polyfluoroalkyl Substances (PFAS)

There are emerging contaminants that are not identified as a CERCLA hazardous substance by U.S. EPA and therefore not included within the scope of E1527-21. One of these is a family of compounds known as per- and polyfluoroalkyl substances (PFAS) which are a significant contaminant of concern due to their mobility and longevity in the environment. PFAS have been used in many products, including fire-fighting foam, anti-stick coatings, stain and water-repellent coatings, electroplating, and paper products, among others. Consequently, while not considered a federal hazardous substance, the U.S. EPA has developed a hazardous awareness level for selected PFAS. Also, certain states have identified selected PFAS as state-level hazardous substances (or equivalent) and have established regulatory limits. It is permissible under E1527-21 to include an assessment of these substances as a non-Scope consideration, in the same manner as any other non-Scope consideration. If and when such emerging contaminants are defined to be hazardous substances under CERCLA, such substances will be evaluated within the scope of E1527-21. Accordingly, it is recommended the Client evaluate whether to include the assessment of PFAS as a Non-Scope consideration for this Phase I ESA.

Physical Setting

The physical setting for the site will be described based on a review of the applicable USGS topographic quadrangle map, USDA soil survey, and selected geologic reference information.

Historical Use Information

A review of historical resources, where reasonably ascertainable and readily available, will be conducted in an attempt to document obvious past land use of the site and adjoining properties back to 1940 or when the site was initially developed, whichever is earlier. The following minimum selected references will be obtained and reviewed for the site and adjoining properties, if available:

- Historical topographic maps
- Aerial photographs (approximate 10 to 15-year intervals)
- City directories (approximate 5-year intervals)
- Fire (Sanborn) insurance maps

The following additional historical resources will be reviewed for the site if determined by the Environmental Professional to be warranted, applicable and likely useful:

- | | |
|--|--|
| ■ Property tax file information | geotechnical report, if provided by the client. |
| ■ Building department records | ■ Site title search information, if provided by client |
| ■ Zoning records | ■ Environmental liens, if provided by client |
| ■ Prior environmental reports, permits and registrations; or | |

Pursuant to ASTM E1527-21, the client should engage a title company or title professional to undertake a review of reasonably ascertainable recorded land title records (or judicial records where appropriate) for environmental liens and activity and use limitations currently recorded against or relating to the site between 1980 and the present. Documentation of environmental liens and activity and use limitations, if recorded, will be provided in the land title records (or judicial records where appropriate). Note, however, unless specifically requested within three days of project commencement, Terracon will rely on the client to provide land title records (or judicial records where appropriate). **If land title records (or judicial records where appropriate) are not provide for review in a timely manner, Terracon may conclude that the absence of records represents a data gap, which must be evaluated and documented in the final report.**

The client and the current owner or their representative will be interviewed to provide information regarding past uses of the site and information pertaining to the use of hazardous substances and petroleum products on the site. Additionally, a reasonable attempt will be made to interview past owners, operators, and occupants of the site to the extent that they are identified within the scope of the ESA and are likely to have material information that is not duplicative of information already obtained through the assessment process.

Regulatory Records Review

Consistent with ASTM E1527-21, federal, state, and tribal databases, where applicable and within ASTM-defined minimum search distances from the nearest property boundary, will be reviewed for indications of RECs. A database firm will be subcontracted to access governmental records used in this portion of the assessment. Additional federal, state, and local databases may be reviewed if provided by the database firm. Determining the location of unmapped facilities is beyond the scope of this assessment.

In addition to the database review and if customary practice for the site location, an attempt will be made to review reasonably ascertainable and useful local lists or records such as Brownfield sites, landfill/solid waste disposal sites, registered storage tanks,

land records, emergency release reports, and contaminated public wells. A reasonable attempt will also be made to interview at least one staff member of any one of the following types of local government agencies: fire department, health agency, planning department, building department, or environmental department. As an alternative, a written request for information may be submitted to the local agencies.

The scope of work proposed herein includes **up to two hours of regulatory agency file and/or records review, including client-provided reports and files**. If the results of this initial review appear to warrant a more extensive review of applicable regulatory agency files and/or records, a cost estimate will be provided to the client for pre-approval. Review of regulatory files and/or records, when authorized, will be for the purpose of identifying RECs. Please note that all requested files may not be available from regulatory agencies within the client's requested project schedule.

Site and Adjoining/Surrounding Property Reconnaissance

A site reconnaissance will be conducted to identify RECs. The reconnaissance will consist of visual observations of the site from the site boundaries and selected interior portions of the site. The site reconnaissance will include, where applicable, an interview with site personnel who the client has identified as having knowledge of the uses and physical characteristics of the site. Pertinent observations from the site reconnaissance will be documented including:

- Site description
- General site operations
- Features, activities, uses, and conditions of the site relevant to identifying *RECs*

The adjoining property reconnaissance will consist of visual observations of the adjoining/surrounding properties from the site boundaries and accessible public rights-of-way.

Report Preparation

A draft report will be submitted that presents the results of this assessment, based upon the scope of services and limitations described herein.

2.2 Additional Services Beyond Base ESA

At the direction of the client, additional services beyond the scope of the base Phase I ESA have not been included.

2.3 Additional Services Not Included

The following services, although not specifically required by ASTM E1527-21, may also be performed concurrently with ESAs and may be beneficial for the evaluation of environmental conditions and/or an evaluation of specific business environmental risks at the site. At your direction, these services have not been included as part of the scope of services for this ESA. Please note that this list is not all-inclusive. If you seek additional services, please contact us for a supplemental proposal and cost estimate.

- Visual Observations for Suspect Asbestos
- Limited Asbestos Sampling
- Asbestos Survey (prior to renovation/demolition)
- Visual Observations for Microbial Growth
- Radon Records Review
- Short-Term Radon Testing
- Visual Observations for Suspect Lead-Based Paint
- Limited Lead-Based Paint Sampling
- Lead in Drinking Water Records Review
- Historic Properties/Archaeological Resources Review
- Limited Lead in Drinking Water Sampling
- Wetland Records Review
- Threatened/Endangered Species Records Review
- ASTM E 2600-22 Vapor Encroachment Screen
- Regulatory Agency File Review
- Review of Per- and Polyfluoroalkyl Substances (PFAS)

If the site is intended for future development, Terracon can also provide proposals for geotechnical investigations, geologic hazards (like growth faulting), construction materials testing, construction draw reviews and scope and budget review services.

2.4 Schedule

Services will be initiated upon receipt of the written notice to proceed. The draft report will be submitted within 15 business days after receipt of your written notice to proceed, assuming site access can be obtained within 3 days after the notice to proceed. A final report will be submitted within 3 business days of receipt of client comments on the draft report.

To comply with the proposed schedule, please provide the following items at the time of notification to proceed.

- A signed Agreement for Services evidencing acceptance of this scope of services.

- The completed ASTM E1527-21 User Questionnaire, supplied as an attachment to this proposal.
- Notification of any restrictions or special requirements (such as confidentiality, scheduling, or on-site safety requirements) regarding accessing the site.
- An accurate legal description and/or a diagram of the site such as a surveyor's plat map or scaled architect's drawing (if such diagrams exist).
- Current site owner, property manager, occupant information (including tenant list), and contact information for persons knowledgeable about the site history including current and historical use of hazardous substances and petroleum products on site (e.g., names, phone numbers, etc.).
- Copies of environmental reports, permits and registrations, and geotechnical reports that were previously prepared for the site.
- Information relating to known or suspect environmental conditions at the site, including commonly known or reasonable ascertainable information within the local community about the site that is material to RECs in connection with the site.
- Information about environmental liens and activity and use limitations for the site, if any.
- Specialized knowledge or experience that is material to RECs in connection with the site, if any.
- Knowledge that the purchase price of the site is significantly less than the purchase price of comparable properties.
- Land title records **between 1980 and present**.

Please note that requested regulatory files or other information may not be provided to Terracon by the issuance date of the report. Consideration of information not received by the issuance date of the report is beyond the scope of this ESA.

2.5 Reliance

The ESA report will be prepared for the exclusive use and reliance of the City of Wabasha Port Authority Staff. Reliance by any other party is prohibited without the written authorization of the client and Terracon.

If the client is aware of additional parties that will require reliance on the ESA report, the names, addresses, and relationship of these parties should be provided for Terracon approval prior to the time of authorization to proceed. Terracon may grant reliance on the ESA report to those approved parties upon receipt of a fully executed Reliance Agreement (available upon request) and receipt of information requested in the Reliance

Agreement. If, in the future, the client and Terracon consent to reliance on the ESA by a third party, Terracon may grant reliance upon receipt of a fully executed Reliance Agreement, requested information and receipt of an additional minimum fee of \$350 per relying party.

Reliance on the ESA by the client and all authorized parties will be subject to the terms, conditions, and limitations stated in the Agreement for Services, sections of this proposal incorporated therein, the Reliance Agreement, and ESA report. The limitation of liability defined in the Agreement for Services is the aggregate limit of Terracon's liability to the client and all relying parties.

Continued viability of the report is subject to ASTM E1527-21 Section 4.6. If the ESA will be used by a different user (third party) than the user for whom the ESA was originally prepared, the third party must also satisfy the user's responsibilities in Section 6 of ASTM E1527-21.

2.6 Scope and Report Limitations

Client shall secure all necessary site-related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Terracon will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any third parties, including Client's contractors, subcontractors, or other parties present at the site. In addition, Terracon retains the right to stop work without penalty at any time Terracon believes it is in the best interests of Terracon's employees or subcontractors to do so in order to reduce the risk of exposure to the coronavirus. Client agrees it will respond quickly to all requests for information made by Terracon related to Terracon's pre-task planning and risk assessment processes. Client acknowledges its responsibility for notifying Terracon of any circumstances that present a risk of exposure to the coronavirus or individuals who have tested positive for COVID-19 or are self-quarantining due to exhibiting symptoms associated with the coronavirus.

The fee is valid for 90 days from the date of this proposal and is based on the assumption that all field services will be performed under safety Level D personal protective procedures and that only one site visit will be made by Terracon personnel. The lump sum fee is based on the assumptions and conditions provided at the time of this proposal.

The findings and conclusions presented in the final report will be based on the site's current utilization, the anticipated future use of the site, if provided to Terracon, and the information collected as discussed in this proposal. Please note that we do not warrant database or third-party information (such as from interviewees) or regulatory agency information used in the compilation of reports.

Phase I ESAs, such as the one proposed for this site, are of limited scope, are noninvasive, and cannot eliminate the potential that hazardous, toxic, or petroleum substances are present or have been released at the site beyond what is identified by the limited scope of this ESA. In conducting the limited scope of services described herein, certain sources of information and public records will not be reviewed. It should be recognized that environmental concerns may be documented in public records that are not reviewed. This ESA does not include subsurface or other invasive assessments, vapor intrusion assessments or indoor air quality assessments (i.e., evaluation of the presence of vapors within a building structure), business environmental risk evaluations (unless specifically requested in Section 2.2 of this proposal), or other services not particularly identified and discussed herein. No ESA can wholly eliminate uncertainty regarding the potential for RECs. The limitations herein must be considered when the user of this report formulates opinions as to risks associated with the site. No warranties, express or implied, are intended or made.

An evaluation of significant data gaps will be based on the information available at the time of report issuance, and an evaluation of information received after the report issuance date may result in an alteration of our opinions and conclusions. We have no obligation to provide information obtained or discovered by us after the date of the report, or to perform any additional services, regardless of whether the information would affect any conclusions, recommendations, or opinions in the report. This disclaimer specifically applies to any information that has not been provided by the client.

AGREEMENT FOR SERVICES

This **AGREEMENT** is between City of Wabasha - MN ("Client") and Terracon Consultants, Inc. ("Consultant") for Services to be provided by Consultant for Client on the Grandpa's Barn-Transfer Building project ("Project"), as described in Consultant's Proposal dated 01/03/2024 ("Proposal"), including but not limited to the Project Information section, unless the Project is otherwise described in Exhibit A to this Agreement (which section or Exhibit is incorporated into this Agreement).

- 1. Scope of Services.** The scope of Consultant's services is described in the Proposal, including but not limited to the Scope of Services section ("Services"), unless Services are otherwise described in Exhibit B to this Agreement (which section or exhibit is incorporated into this Agreement). Portions of the Services may be subcontracted. Consultant's Services do not include the investigation or detection of, nor do recommendations in Consultant's reports address the presence or prevention of biological pollutants (e.g., mold, fungi, bacteria, viruses, or their byproducts) or occupant safety issues, such as vulnerability to natural disasters, terrorism, or violence. If Services include purchase of software, Client will execute a separate software license agreement. Consultant's findings, opinions, and recommendations are based solely upon data and information obtained by and furnished to Consultant at the time of the Services.
- 2. Acceptance/ Termination.** Client agrees that execution of this Agreement is a material element of the consideration Consultant requires to execute the Services, and if Services are initiated by Consultant prior to execution of this Agreement as an accommodation for Client at Client's request, both parties shall consider that commencement of Services constitutes formal acceptance of all terms and conditions of this Agreement. Additional terms and conditions may be added or changed only by written amendment to this Agreement signed by both parties. In the event Client uses a purchase order or other form to administer this Agreement, the use of such form shall be for convenience purposes only and any additional or conflicting terms it contains are stricken. This Agreement shall not be assigned by either party without prior written consent of the other party. Either party may terminate this Agreement or the Services upon written notice to the other. In such case, Consultant shall be paid costs incurred and fees earned to the date of termination plus reasonable costs of closing the Project.
- 3. Change Orders.** Client may request changes to the scope of Services by altering or adding to the Services to be performed. If Client so requests, Consultant will return to Client a statement (or supplemental proposal) of the change setting forth an adjustment to the Services and fees for the requested changes. Following Client's review, Client shall provide written acceptance. If Client does not follow these procedures, but instead directs, authorizes, or permits Consultant to perform changed or additional work, the Services are changed accordingly and Consultant will be paid for this work according to the fees stated or its current fee schedule. If project conditions change materially from those observed at the site or described to Consultant at the time of proposal, Consultant is entitled to a change order equitably adjusting its Services and fee.
- 4. Compensation and Terms of Payment.** Client shall pay compensation for the Services performed at the fees stated in the Proposal, including but not limited to the Compensation section, unless fees are otherwise stated in Exhibit C to this Agreement (which section or Exhibit is incorporated into this Agreement). If not stated in either, fees will be according to Consultant's current fee schedule. Fee schedules are valid for the calendar year in which they are issued. Fees do not include sales tax. Client will pay applicable sales tax as required by law. Consultant may invoice Client at least monthly and payment is due upon receipt of invoice. Client shall notify Consultant in writing, at the address below, within 15 days of the date of the invoice if Client objects to any portion of the charges on the invoice, and shall promptly pay the undisputed portion. Client shall pay a finance fee of 1.5% per month, but not exceeding the maximum rate allowed by law, for all unpaid amounts 30 days or older. Client agrees to pay all collection-related costs that Consultant incurs, including attorney fees. Consultant may suspend Services for lack of timely payment. It is the responsibility of Client to determine whether federal, state, or local prevailing wage requirements apply and to notify Consultant if prevailing wages apply. If it is later determined that prevailing wages apply, and Consultant was not previously notified by Client, Client agrees to pay the prevailing wage from that point forward, as well as a retroactive payment adjustment to bring previously paid amounts in line with prevailing wages. Client also agrees to defend, indemnify, and hold harmless Consultant from any alleged violations made by any governmental agency regulating prevailing wage activity for failing to pay prevailing wages, including the payment of any fines or penalties.
- 5. Third Party Reliance.** This Agreement and the Services provided are for Consultant and Client's sole benefit and exclusive use with no third party beneficiaries intended. Reliance upon the Services and any work product is limited to Client, and is not intended for third parties other than those who have executed Consultant's reliance agreement, subject to the prior approval of Consultant and Client.
- 6. LIMITATION OF LIABILITY. CLIENT AND CONSULTANT HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING CONSULTANT'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE ASSOCIATED RISKS. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF CONSULTANT (AND ITS RELATED CORPORATIONS AND EMPLOYEES) TO CLIENT AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE GREATER OF \$25,000 OR CONSULTANT'S FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF CONSULTANT'S SERVICES OR THIS AGREEMENT. PRIOR TO ACCEPTANCE OF THIS AGREEMENT AND UPON WRITTEN REQUEST FROM CLIENT, CONSULTANT MAY NEGOTIATE A HIGHER LIMITATION FOR ADDITIONAL CONSIDERATION IN THE FORM OF A SURCHARGE TO BE ADDED TO THE AMOUNT STATED IN THE COMPENSATION SECTION OF THE PROPOSAL. THIS LIMITATION SHALL APPLY REGARDLESS OF AVAILABLE PROFESSIONAL LIABILITY INSURANCE COVERAGE, CAUSE(S), OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY. THIS LIMITATION SHALL NOT APPLY TO THE EXTENT THE DAMAGE IS PAID UNDER CONSULTANT'S COMMERCIAL GENERAL LIABILITY POLICY.**
- 7. Indemnity/Statute of Limitations.** Consultant and Client shall indemnify and hold harmless the other and their respective employees from and against legal liability for claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are legally determined to be caused by their negligent acts, errors, or omissions. In the event such claims, losses, damages, or expenses are legally determined to be caused by the joint or concurrent negligence of Consultant and Client, they shall be borne by each party in proportion to its own negligence under comparative fault principles. Neither party shall have a duty to defend the other party, and no duty to defend is hereby created by this indemnity provision and such duty is explicitly waived under this Agreement. Causes of action arising out of Consultant's Services or this Agreement regardless of cause(s) or the theory of liability, including negligence, indemnity or other recovery shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of Consultant's substantial completion of Services on the project.
- 8. Warranty.** Consultant will perform the Services in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. **EXCEPT FOR THE STANDARD OF CARE PREVIOUSLY STATED, CONSULTANT MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO CONSULTANT'S SERVICES AND CONSULTANT DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**
- 9. Insurance.** Consultant represents that it now carries, and will continue to carry: (i) workers' compensation insurance in accordance with the laws of the states having jurisdiction over Consultant's employees who are engaged in the Services, and employer's liability insurance (\$1,000,000); (ii) commercial general liability insurance (\$2,000,000 occ / \$4,000,000 agg); (iii) automobile liability insurance (\$2,000,000 B.I. and P.D. combined single limit); (iv) umbrella liability (\$5,000,000 occ / agg); and (v) professional liability insurance (\$1,000,000 claim / agg). Certificates of insurance will be provided upon request. Client and Consultant shall waive subrogation against the other party on all general liability and property coverage.

- 10. CONSEQUENTIAL DAMAGES.** NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOSS OF PROFITS OR REVENUE; LOSS OF USE OR OPPORTUNITY; LOSS OF GOOD WILL; COST OF SUBSTITUTE FACILITIES, GOODS, OR SERVICES; COST OF CAPITAL; OR FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES.
- 11. Dispute Resolution.** Client shall not be entitled to assert a Claim against Consultant based on any theory of professional negligence unless and until Client has obtained the written opinion from a registered, independent, and reputable engineer, architect, or geologist that Consultant has violated the standard of care applicable to Consultant's performance of the Services. Client shall provide this opinion to Consultant and the parties shall endeavor to resolve the dispute within 30 days, after which Client may pursue its remedies at law. This Agreement shall be governed by and construed according to Kansas law.
- 12. Subsurface Explorations.** Subsurface conditions throughout the site may vary from those depicted on logs of discrete borings, test pits, or other exploratory services. Client understands Consultant's layout of boring and test locations is approximate and that Consultant may deviate a reasonable distance from those locations. Consultant will take reasonable precautions to reduce damage to the site when performing Services; however, Client accepts that invasive services such as drilling or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the Services.
- 13. Testing and Observations.** Client understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. Consultant will provide test results and opinions based on tests and field observations only for the work tested. Client understands that testing and observation are not continuous or exhaustive, and are conducted to reduce - not eliminate - project risk. Client shall cause all tests and inspections of the site, materials, and Services performed by Consultant to be timely and properly scheduled in order for the Services to be performed in accordance with the plans, specifications, contract documents, and Consultant's recommendations. No claims for loss or damage or injury shall be brought against Consultant by Client or any third party unless all tests and inspections have been so performed and Consultant's recommendations have been followed. Unless otherwise stated in the Proposal, Client assumes sole responsibility for determining whether the quantity and the nature of Services ordered by Client is adequate and sufficient for Client's intended purpose. Client is responsible (even if delegated to contractor) for requesting services, and notifying and scheduling Consultant so Consultant can perform these Services. Consultant is not responsible for damages caused by Services not performed due to a failure to request or schedule Consultant's Services. Consultant shall not be responsible for the quality and completeness of Client's contractor's work or their adherence to the project documents, and Consultant's performance of testing and observation services shall not relieve Client's contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee. Consultant will not supervise or direct the work performed by Client's contractor or its subcontractors and is not responsible for their means and methods. The extension of unit prices with quantities to establish a total estimated cost does not guarantee a maximum cost to complete the Services. The quantities, when given, are estimates based on contract documents and schedules made available at the time of the Proposal. Since schedule, performance, production, and charges are directed and/or controlled by others, any quantity extensions must be considered as estimated and not a guarantee of maximum cost.
- 14. Sample Disposition, Affected Materials, and Indemnity.** Samples are consumed in testing or disposed of upon completion of the testing procedures (unless stated otherwise in the Services). Client shall furnish or cause to be furnished to Consultant all documents and information known or available to Client that relate to the identity, location, quantity, nature, or characteristic of any hazardous waste, toxic, radioactive, or contaminated materials ("Affected Materials") at or near the site, and shall immediately transmit new, updated, or revised information as it becomes available. Client agrees that Consultant is not responsible for the disposition of Affected Materials unless specifically provided in the Services, and that Client is responsible for directing such disposition. In no event shall Consultant be required to sign a hazardous waste manifest or take title to any Affected Materials. Client shall have the obligation to make all spill or release notifications to appropriate governmental agencies. The Client agrees that Consultant neither created nor contributed to the creation or existence of any Affected Materials conditions at the site and Consultant shall not be responsible for any claims, losses, or damages allegedly arising out of Consultant's performance of Services hereunder, or for any claims against Consultant as a generator, disposer, or arranger of Affected Materials under federal, state, or local law or ordinance.
- 15. Ownership of Documents.** Work product, such as reports, logs, data, notes, or calculations, prepared by Consultant shall remain Consultant's property. Proprietary concepts, systems, and ideas developed during performance of the Services shall remain the sole property of Consultant. Files shall be maintained in general accordance with Consultant's document retention policies and practices.
- 16. Utilities.** Unless otherwise stated in the Proposal, Client shall provide the location and/or arrange for the marking of private utilities and subterranean structures. Consultant shall take reasonable precautions to avoid damage or injury to subterranean structures or utilities. Consultant shall not be responsible for damage to subterranean structures or utilities that are not called to Consultant's attention, are not correctly marked, including by a utility locate service, or are incorrectly shown on the plans furnished to Consultant.
- 17. Site Access and Safety.** Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Consultant will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any third parties, including Client's contractors, subcontractors, or other parties present at the site. In addition, Consultant retains the right to stop work without penalty at any time Consultant believes it is in the best interests of Consultant's employees or subcontractors to do so in order to reduce the risk of exposure to unsafe site conditions. Client agrees it will respond quickly to all requests for information made by Consultant related to Consultant's pre-task planning and risk assessment processes.

Consultant: **Terracon Consultants, Inc.**
By: Mark S. Miller Date: **1/3/2024**
Name/Title: **Mark S. Miller / Senior Project Manager-
Professional**
Address: **955 Wells St, Ste 100
Saint Paul, MN 55106-3870**
Phone: **(651) 770-1500** Fax: **(763) 957-5713**
Email: **Mark.Miller2@terracon.com**

Client: **City of Wabasha - MN**
By: _____ Date: _____
Name/Title: **Caroline Gregerson /**
Address: **PO Box 266 900 Hiawatha Drive East
Wabasha, MN 55981**
Phone: _____ Fax: _____
Email: **cityadmin@wabasha.org**

Port Authority**5. 5.****Meeting Date:** 02/20/2024**ITEM TITLE:** Brava Swing Community Boost Grant Application**DEPARTMENT:** Administration

PURPOSE:**ITEM SUMMARY:**

This idea came to be after Rachel and Wendy Cockrell, daughter and mother Wabasha residents, participated in the two-day Wabasha-Kellogg Community Changemaker retreat facilitated by University of Minnesota Extension in June

of 2023. Rachel and Wendy's idea was to make our parks more accessible to all users. The Brava Universal swing adds

a feature that is accessible to all ages and a very wide range of abilities. Working with the Parks Commission and Public Works staff, it is envisioned for Dennis Pfeilsticker Memorial Park.

ACTION REQUIRED:

Approve Brava Swing Community Boost Grant Application.

Attachments

Brava Swing WK Community Boost App

Boost Grant narrative_Brava Swing

Please note the application does not auto save entered contents. Consider completing longer items in a word processing or email software application and save your file for copy and paste into the application.

WABASHA KELLOGG AREA COMMUNITY BOOST APPLICATION

Organizational Information

Name of organization or group: City of Wabasha
Organizational mailing address: 900 Hiawatha Dr. E
City: Wabasha State: MN Zip: 55981
Federal Tax ID: 41-6005601
Organization Phone Number: 651-565-4568 Organization email: _____

Point of Contact

First name: Emily Durand Last name: Rachel & Wendy Cockrell
Phone: 651-262-8736 Email: mayor@wabasha.org

Tax status:

- ☐ 501(c) (3)
☒ Unit of government
☐ Public agency
☐ Other (describe and attach appropriate documentation)

Please attach a copy of your IRS determination letter indicating your organizational status.

If you plan to use a fiscal agent, please include contact information above. Have fiscal agent co-sign the application and accept oversight of the project.

Project Information

Project title: Happier and Healthier in Our Parks

Which categories does your application fall under? (check all that apply)

- ☒ Civic Life & Community Service
☐ Economic & Community Development
☐ Education & Leadership Development
☒ Equity & Inclusion
☒ Health & Wellbeing
☒ Recreation & Leisure

1. Amount requested: \$8,643 Total project cost: \$8,643
2. Provide a 2 to 3-sentence executive summary of the project:

This idea came to be after Rachel and Wendy Cockrell, daughter and mother Wabasha residents, participated in the two-day Wabasha-Kellogg Community Changemaker retreat facilitated by University of Minnesota Extension in June of 2023. Rachel and Wendy's idea was to make our parks more accessible to all users. The Brava Universal swing adds a feature that is accessible to all ages and a very wide range of abilities. Working with the Parks Commission and Public Works staff, it is envisioned for Dennis Pfielesricker Memorial Park.

3. Signature of applicant or fiscal agent: _____ Date: _____

Please note: Project funds must be used by September 15, 2023.

4. Attach a brief project narrative (less than 2 pages) and include the following:

1. Goals (What does the project hope to accomplish? What is your focus?)
2. Objectives (These are clear, specific, measurable outcomes of the project. State the who, what, where and when.)
3. Methods: How are you going to accomplish the goals and objectives? What activities and strategies will bring about the desired results?
4. Evaluation: How will you measure the results of the project?
5. Area served: Describe the community impact of your project (e.g., what groups or organizations or audiences will be affected?)
6. Budget: Provide an outline of how funds will be spent with as much detail as possible (you will not be required to purchase identified materials if alternatives are identified that complete the task). List other financial or in-kind contributors (including volunteer time) to the project or other financing sources or support strategies that you are developing

5. Was COVID-19 a factor in the preparation of this application? If yes, please explain.

Not directly, but never before did we see such a need for outdoor public play and recreation than during the conditions created by the pandemic. Individuals with health conditions and disabilities were disproportionately affected.

6. What is the estimated number of people your project will affect? ^{200 min} _____

7. What is the timeline for your project? (When will the project start and end?) Please share any important milestones that have been or will be achieved to demonstrate project success.

The vendor is committed to working within the Community Boost grant period deadline (Feb. 29). Public works is prepared to assist with ordering and installation in 2024.

8. How does the project engage new leadership or new audiences or re-engage, extend or develop capacity for existing community leaders?

Rachel and Wendy emerged as new community leaders with their commitment to the two-day Community Changemaker Retreat. The theme of the retreat was "Happier and Healthier in Community," and their project idea development was assisted by the collaboration of 16 other Changemakers and UMN Extension educators. An objective of the WK Area Community Boost grant was to assist Changemakers with their project goals by providing financial support. Rachel and Wendy's idea was interestingly closely related to a completely separate group of community volunteers and city staff who earlier in 2022 investigated the possibility of an All Abilities Park. The committee concluded that at this time there is not the financial capacity (and possibly not a suitable site) for a brand new park, but that features that enhance accessibility should be added to all of our parks when resources allow. Rachel and Wendy's project idea dovetailed perfectly with this earlier activity and the involvement of Mayor Durand and Public Works Director Tony Johnson as Blandin Rural Community Leadership alumni added the capacity to see the project through.

Incidentally, it was a goal for the Changemaker retreat to include a wide range of ages and abilities. Rachel was the only Wabasha-Kellogg youth (she was 16 at the time of participation) to commit to the Changemaker retreat.

9. Are you working with other groups or organizations to identify or meet the needs defined by the project? If so, describe.

Staff from Great River Homes and St. Elizabeth's were involved in the committee that investigated the possibility of an all inclusive playground and are very supportive of this type of enhancement for recreation and physical activity in our public spaces.

10. If the project is more than \$5,000 or funding is less than requested, how will the project be fully funded?

See budget. No further funding is needed if the request for full funding is approved. If additional features are desired, funding would be sought elsewhere and would likely receive broad community support. This project hopes to be a catalyst for such activity.

11. Supporting Documentation: If applicable, please upload any additional supporting documents that are relevant to your project.

Questions? Applicants may contact project lead, Mayor Emily Durand at 651-262-8736 or mayor@wabasha.org.

Thank you for applying!

Project Goal:

The goal of this project is to increase the accessibility of our public spaces for a wide range of users, including individuals with physical disabilities.

Objective:

The objective is to add a Brava Universal Swing (see below and <https://www.youtube.com/watch?v=qc1R-hde-bs>) as the first play/recreation feature specifically designed to enhance accessibility to our premiere play park as a tangible improvement and an example of enhancing accessibility with future park improvements.

**Methods:**

With funding and Park Board approval, the swing can be ordered by Public Works for installation based on their availability.

Evaluation:

60% of seniors have a disability. The Wabasha Kellogg Age Friendly initiative will be conducting a survey of the community and we will determine if this enhancement to public space is viewed as needed by our community.

The best evaluation of success will be to see use

of the swing once installed. The swing also responds to community input to the Parks & Trails plan that more swings are needed in our parks. This swing has more universal access, but would be nicely enhanced by adjacent traditional swings and/or another accessible swing (see below)

**Area served:**

Wabasha's parks serve the broader community of Wabasha-Kellogg and the surrounding townships and are a resource for visitors as well. Dennis J Pfielsticker Memorial Park is our most heavily used park, especially by families and children. Both the St. Felix School and Wabasha Kellogg utilize the park for summer recreation for their childcare programs. With the expanded Wabasha Athletic Complex, the park will see increased use during Wabasha-Kellogg Falcon Youth Baseball and

Wabasha Kellogg Summer Softball games and tournaments which draw visitors from the region. With many seniors in the community and the DAC and Great River Homes locally situated, the pool and park is already a destination for relaxation and recreation. This feature will only enhance that, especially for users whose disabilities may limit the use of traditional park/play equipment.

Budget:

- \$8,643 Brava Universal Swing
- 12 hrs in-kind Community Changemaker participation- Rachel Cockrell
- 12 hrs in-kind Community Changemaker participation- Rachel Cockrell
- Mayor Durand in-kind product specification with public works consulting
- Public works in-kind assistance/labor/material for installation

Port Authority

5. 6.

Meeting Date: 02/20/2024

ITEM TITLE: Port Authority Priorities

DEPARTMENT: Administration

PURPOSE:

ITEM SUMMARY:

Discussion on CEDA Staff Priorities. The housing work has become more hours that we have engaged Cathy for. With only one day per week plus one a month, it is difficult for Dusty to achieve all work tasks in all three areas (business, housing, and child care). When there are multiple priorities, discuss what Port Authority sees as the top priorities. For example, are we trying to fund a housing trust fund or a facade grant program, may be difficult to do both.

Dusty would also like feedback on anything they would like to see specifically accomplished.

Port Authority

5. 7.

Meeting Date: 02/20/2024

ITEM TITLE: Update on Barge Terminal

DEPARTMENT: Administration

PURPOSE:

ITEM SUMMARY:
