



**CITY COUNCIL
WORK SESSION MEETING AGENDA**

**April 15, 2024
5:00 – 6:30pm**

- 1) Call to Order**
- 2) Hardscrabble Road – Parking/ROW Obstruction**
- 3) City Hall Hours**
- 4) Personnel Policy**
- 5) Engineering Professional Services Agreement Review**
- 6) Adjourn**

CITY OF MINNETRISTA



WORK SESSION AGENDA ITEM 2

Subject: Hardscrabble Road Discussion

Prepared By: Jasper Kruggel, City Administrator

Meeting Date: April 15, 2024

Issue: During the "Persons to be Heard" segment of the City Council meeting on March 18, 2024, a resident raised concerns about obstructions in the right of way on Hardscrabble Road. The City Council subsequently directed staff to address this issue in an upcoming work session.

Overview: A Hardscrabble Road resident has voiced concerns regarding right of way obstructions caused by parked vehicles of home construction workers. The Minnetrista Police Department, upon notification, has assessed the situation multiple times, ensuring compliance whenever an obstruction is identified. To mitigate these issues, staff has coordinated with the contractors to limit parking to one side of the street during construction. Although larger deliveries occasionally block the road, the Minnetrista Police Department reports that drivers are typically present to move their vehicles for emergency access as needed.

Additionally, the concerned resident has submitted a redlined version of an ordinance for consideration, which has been reviewed by our Legal Counsel.

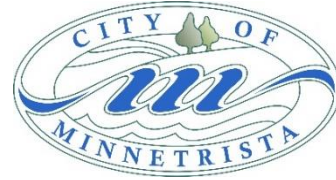
Recommended City Council Action: Staff seeks guidance from the City Council on further steps regarding this matter.

Mission Statement:

The City of Minnetrista will deliver quality services in a cost effective and innovative manner and provide opportunities for a high quality of life while protecting natural resources and maintaining a rural character.

CITY OF MINNETRISTA WORK

SESSION AGENDA ITEM 3



Subject: City Hall Hours

Prepared By: Jasper Kruggel, City Administrator
Allie Polsfuss, Director of Administration

Meeting Date: April 15, 2024

The purpose of this item is to discuss the proposed City Hall and Police Department public hours for implementation in 2024.

Overview

Currently, City Hall and the Police Department operate from 8:00 AM to 4:30 PM, Monday through Friday. Following discussions with front office staff regarding typically low activity on Friday afternoons during the summer, we propose the following adjusted hours on a trial basis from Memorial Day to Labor Day:

- Monday to Thursday: 7:30 AM - 4:30 PM
- Friday: 7:30 AM - 11:30 AM

Should this change be approved, we will evaluate its effectiveness during this trial period and report back to the Personnel Committee in August 2024. Based on public feedback, we may consider adopting these hours year-round.

The Personnel Committee met on March 19th and directed staff to bring this item back for City Council discussion.

Considerations

Impact on Residents and Staff: The proposed changes are expected to minimally impact residents, as fewer than five typically visit or call City Hall on Friday afternoons in the summer. We anticipate that the earlier opening might encourage more visits in the morning. The majority of City Hall employees, including front desk staff, will adopt the new schedule. Building inspections have previously adopted similar summer hours, receiving positive public feedback. Staff will remain available for pre-scheduled meetings on Friday afternoons as necessary.

Police Department: Chief Falls stated he is in favor of this change and the proposed hours would have minimal impact on residents who need to contact the police department on Friday afternoons. There are typically fewer than 2 residents who come to the police department on Friday afternoons and even less in the summer.

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Currently, if someone calls the non-emergency police number and no one answers, it is rolled to dispatch. This would continue if the police department was closed to the public on Friday afternoons. The front vestibule would remain open to the public 24/7 with access to a landline where residents can use the phone to call 911.

Precedents in Other Cities: Data gathered on surrounding cities, detailed in Attachment A, indicates that many have similar practices of closing early or reducing hours on Fridays.

Holiday/Overtime Impact: The proposed schedule aligns with our personnel policy regarding 8-hour holidays, requiring staff to use 1 hour of PTO for holidays falling on Monday through Thursday or adjust their hours accordingly to avoid overtime. There are no holidays on Fridays in 2024, and this schedule will not affect overtime accrual.

Communication Plan: We plan to inform residents of the new hours through various channels, including the city's summer newsletter, May utility bills, the city website, Facebook, signage at City Hall and the Police Department, and in front office email signatures.

Next Steps

1. If the City Council is agreeable to these hours, staff will bring the new city hall hours trial period to the next agenda for approval.
2. Staff will track complaints and foot traffic.
3. Staff will report back to the Personnel Committee in August 2024 to determine if these should become year-round hours.

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City	Day	Hours		Day	Hours
Minnetrista	M - Fr	8:00 - 4:30		Fri	Open
Buffalo	M - Th	7:00 - 4:30		Fri	7:00 - 11:30
Chanhassen	M - Th	8:00 - 4:30		Fri	8:00 - 12:00
Deephaven	M - Th	8:00 - 4:30		Fri	8:00 - 12:00
Delano	M - Th	7:30 - 5:00		Fri	8:00 - 12:00
Excelsior	M - Th	7:00 - 5:30		Fri	Closed
Independence	M - Th	8:00 - 4:30		Fri	8:00 - 12:00
Mayer	M - Th	7:00 - 4:30		Fri	7:00 - 11:00
Medina Police Department	M - Fr	8:00 - 4:30		Fri	Open
Mound	M - Th	7:30 - 5:00		Fri	7:30 - 11:30
Orono	M - F	8:00 - 4:30		Fri	Open
South Lake Police Department	M - Th	7:30 - 4:30		Fri	7:30 - 11:30
St. Boni	M - Fr	8:00 - 4:30		Fri	Open
Tonka Bay	M - Th	7:00 - 5:30		Fri	Closed
Victoria	M - Th	8:00 - 4:30		Fri	8:00 - 12:00
Waconia	M - Th	7:30 - 4:30		Fri	7:30 - 11:30
Watertown	M - Th	7:00 - 5:00		Fri	Closed
Wayzata	M - Th	7:00 - 4:30		Fri	7:00 - 11:00

Open same hours Fridays

CITY OF MINNETRISTA



WORK SESSION AGENDA ITEM 3

Subject: Personnel Policy Discussion

Prepared By: Jasper Kruggel, City Administrator

Meeting Date: April 15, 2024

Issue:

Council Member Reffkin and Council Member MacGregor requested to discuss various sections of the Minnetrista Personnel Policy.

Overview:

On January 8, 2024, the City Council discussed sections of the personnel policy. After consulting with legal counsel, it has been proposed that the language in attachment A be stricken from the personnel policy. Legal counsel has confirmed that the city's EEO statement in the personnel policy protects the City and the employees, and revising the personnel policy as proposed will have no adverse effects on the city.

The City's EEO statement is below:

The City of Minnetrista is committed to providing equal opportunity in all areas of employment, including but not limited to recruitment, hiring, demotion, promotion, transfer, selection, lay-off, disciplinary action, termination, compensation and selection for training. The City of Minnetrista will not discriminate against any employee or job applicant on the basis of race (including traits associated with race, including but not limited to hair texture and hair styles such as braids, locs and twists), color, creed, religion, national origin, ancestry, sex, sexual orientation, gender identity, or gender expression, disability, age, marital status, genetic information, status with regard to public assistance, veteran status, familial status, or membership on a local human rights commission or lawful participation in the Minnesota Medical Cannabis Patient Registry.

Recommended City Council Action: Approve the proposed revisions to the 2024 Personnel Policy.

B. Safety Equipment/Gear

Where safety equipment is required by federal, state, or local rules and regulations, it is a condition of employment that such equipment be worn by the employee.

C. Unsafe Behavior

Supervisors are authorized to send an employee home immediately when the employee's behavior violates the city's personnel policies, department policies, or creates a potential health or safety issue for the employee or others.

~~D. Access to Gender-Segregated Activities and Areas~~

~~With respect to all restrooms, locker rooms or changing facilities, employees will have access to facilities that correspond to their affirmed gender identity, regardless of their sex at birth. The city maintains separate restroom and/or changing facilities for male and female employees and allows employees to access them based on their gender identity.~~

~~In any gender-segregated facility, any employee who is uncomfortable using a shared facility, regardless of the reason, will, upon the employee's request, be provided with an appropriate alternative. This may include, for example, addition of a privacy partition or curtain, provision to use a nearby private restroom or office, or a separate changing schedule. However, the city will not require a transgender or gender diverse employee to use a separate, nonintegrated space, unless requested by the transgender or gender diverse employee, because it may publicly identify or marginalize the employee as transgender.~~

~~Under no circumstances may employees be required to use sex-segregated facilities that are inconsistent with their gender identity.~~

E.D. Possession and Use of Dangerous Weapons

Possession or use of a dangerous weapon (see attached definitions) is prohibited on city property, in city vehicles, or in any personal vehicle, which is being used for city business. This includes employees with valid permits to carry firearms.

The following exceptions to the dangerous weapons prohibition are as follows:

1. Employees legally in possession of a firearm for which the employee holds a valid permit, if required, and said firearm is secured within an attended personal vehicle or concealed from view within a locked unattended personal vehicle while that person is working on city property.
2. A person who is showing or transferring the weapon or firearm to a police officer as part of an investigation.
3. Police officers and employees who are in possession of a weapon or firearm in the scope of their official duties.

Sexual harassment includes, but is not limited to, the following:

- Unwelcome or unwanted sexual advances. This means stalking, patting, pinching, brushing up against, hugging, cornering, kissing, fondling or any other similar physical contact considered unacceptable by another individual.
- Verbal or written abuse, kidding, or comments that are sexually-oriented and considered unacceptable by another individual. This includes comments about an individual's body or appearance where such comments go beyond mere courtesy, telling "dirty jokes" or any other tasteless, sexually oriented comments, innuendos or actions that offend others. The harassment policy applies to social media posts, tweets, etc., that are about or may be seen by employees, customers, etc.
- Requests or demands for sexual favors. This includes subtle or obvious expectations, pressures, or requests for any type of sexual favor, along with an implied or specific promise of favorable treatment (or negative consequence) concerning one's current or future job.

5. Names and Pronouns:

~~Every employee will be addressed by a name and by pronouns that correspond to the employee's gender identity. A court ordered name or gender change is not required.~~

D. Employee Response to Disrespectful Workplace Behavior

All employees should feel comfortable calling their supervisor or another manager to request assistance should they not feel comfortable with a situation. If situations involve violent behavior call the police or ask the individual to leave the area.

If employees see or overhear a violation of this policy, employees should advise a supervisor, the City Administrator, or City Attorney promptly.

Employees who believe disrespectful behavior is occurring are encouraged to deal with the situation in one of the ways listed below. If there is a concern about the possibility of violence, the individual should use his/her discretion to call 911, and as soon as feasible, a supervisor.

Step 1(a). If you feel comfortable doing so, professionally, but firmly, tell whoever is engaging in the disrespectful behavior how you feel about their actions. Politely request the person to stop the behavior because you feel intimidated, offended, or uncomfortable. If practical, bring a witness with you for this discussion.

Step 1(b). If you fear adverse consequences could result from telling the offender or if the matter is not resolved by direct contact, go to your supervisor or City Administrator. The person to whom you speak is responsible for documenting the issues and for giving you a status report on the matter.

In some situations with an offender from the public, it is preferable to avoid one on one interactions. Talk to your supervisor about available options to ensure there are others available to help with transactions with the offender.

CITY OF MINNETRISTA



WORK SESSION AGENDA ITEM 4

Subject: Engineering Professional Services Agreement Review

Prepared By: Jasper Kruggel, City Administrator

Meeting Date: April 15, 2024

Issue: The City of Minnetrista's engineering services agreement with WSB, last updated in 2005, is due for revision. The proposed Master Professional Services Agreement is attached for City Council review.

Overview: This update aims to modernize the existing agreement's language to better protect the City and to clearly define the retainer fee schedule. After thorough review by staff and Legal Counsel, and benchmarking against agreements in other cities, we are confident this updated agreement provides comparable protections. Legal Counsel has approved the agreement, paving the way for City Council's review and potential approval.

A primary focus has been the adjustment of the retainer fees, which have remained unchanged since 2005. The objective is to align these fees with current industry standards, based on comparisons with other cities within and outside Minnesota. Negotiations with WSB have led to a retainer fee schedule that respects our budget constraints while ensuring reasonable yearly increases. In 2024, the retainer fee will remain at \$2,500 per month. From 2025 to 2028, there will be a monthly increase of \$250, followed by a 3% annual adjustment starting in 2029, resulting in a \$105 monthly increase at that time. This approach is consistent with practices in other communities and is deemed fair by staff.

The agreement allows for termination by either party with 30 days' notice, unchanged from the previous agreement.

Attached you will find the master services agreement along with Task Order No. 01.

Recommended City Council Action: Staff recommends approving the proposed Master Professional Services Agreement with WSB for General Engineering Services. We suggest scheduling this item for the May 6, 2024, City Council meeting for formal approval.

Mission Statement:

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**MASTER PSA TASK ORDER NO. 1
GENERAL ENGINEERING SERVICES**

This Task Order No.1 ("Task Order") is made as of February 19, 2024 ("Effective Date"), under the terms and conditions established in the Master Professional Services Agreement dated February 19, 2024 ("Master Agreement"), between the **City of Minnetrista** ("Client") and WSB LLC ("Consultant"). This Task Order authorizes and describes the scope and payment conditions for Consultant's professional services ("Services").

I. SCOPE OF SERVICES.

1) GENERAL CITY ENGINEERING (RETAINER) SERVICES.

These services will generally be performed by Alyson Fauske or another mutually agreeable employee of Consultant (the "City Engineer") and Chris Bunders or another mutually agreeable employee of Consultant (the "Assistant City Engineer"). The City Engineer will provide the Client with up to twelve (12) hours per week at City Hall as directed by the City Administrator.

- A. Attend City staff meetings on a weekly basis.
- B. Meet with the City Administrator and Public Works Director additionally as required.
- C. Attend City Council meetings.
- D. Provide advice and recommendations to the Public Works Director regarding engineering needs.
- E. Attend preliminary meetings with land use applicants and potential developers.
- F. Respond to constituent requests and issues as directed by staff.
- G. Coordinate charge back costs related to developer projects.
- H. Act as the Client's liaison with other engineering agencies as directed by Client.
- I. Identify grant and funding opportunities for local improvements.
- J. Manage the MSA program, including filing the annual Certificate of Mileage, reporting the annual Needs, and assisting with designation/revocation of routes on the State Aid system.

2) OTHER GENERAL CITY ENGINEERING SERVICES.

- A. Additional general engineering services as directed by the City Council and Administrator that are not included in Section I.1) will be billed on an hourly basis according to Consultant's current fee schedule.

3) PROJECTS.

A. PRELIMINARY REPORT/STUDY PHASE.

Subject to further clarification and refinement on a project-by-project basis, the Consultant shall in proper time and sequence:

- 1. Consult with the Client representative to determine the requirements of the project, review available data, attend necessary conferences, and be available for general consultation.
- 2. Advise the Client as to the necessity of the Client's providing or obtaining from others data or services and assist the Client in obtaining such data and services.
- 3. Identify and analyze requirements of governmental authorities having jurisdiction to approve the design of the project and participate in consultations with such authorities.
- 4. Make such preliminary studies, layouts, or field surveys to verify and supplement existing elevation and topographic information and preliminary cost estimates.
- 5. Assist the Client in obtaining reasonable subsurface investigations as required for the preparation of the feasibility report.
- 6. Prepare a feasibility report in sufficient detail to assist the Client with decision making. The report will include schematic layouts, sketches, conceptual design criteria with appropriate exhibits to indicate the considerations involved (including applicable requirements of governmental authorities having jurisdiction over the project), preliminary estimate of project cost, estimated assessments, preliminary identification of right-of-way and easement requirements, and the Consultant's conclusions and recommendations.
- 7. Furnish copies of the feasibility report documents and review the feasibility report with Client staff.
- 8. If required, the Consultant shall present the feasibility report to the proper reviewing agencies and to the City Council. The Consultant shall attend the public hearing for the project.

B. FINAL DESIGN PHASE

Subject to further clarification and refinement on a project-by-project basis, the Consultant shall in proper time and sequence:

- 1. On the basis of the accepted preliminary design documents and the current opinion of probable cost, prepare contract documents consisting of final drawings and specifications to show and describe the scope, extent, and character of the work to be furnished and performed by Contractor(s) including Advertisement for Bids, Instructions to Bidders, Bid Form, Form of Agreement, Performance and Payment Bond Form, General Conditions, Special Conditions, and Technical Specifications.

2. Provide technical criteria, written descriptions and design data for use in filing applications for routine permits or obtaining approvals of such governmental authorities as have jurisdiction to approve the design of the project, and assist the Client in consultations with appropriate authorities. The Consultant shall prepare and submit all permit applications to the appropriate agencies. The Client shall be responsible for all permit fees.
 3. Advise the Client of any adjustments to the latest opinion of probable cost caused by changes in extent or design requirements of the project and furnish a current opinion of probable cost based on the drawings and specifications.
 4. Prepare for review and approval by the Client, its legal counsel and other advisors contract agreement forms, general conditions, supplementary conditions, bid forms, advertisement for bid and instructions to bidders, and assist in the preparation of other related documents.
 5. Furnish copies of the above documents and of the drawings and specifications and present and review them with the Client. Make revisions and adjustments as required following review by the Client.
- C. BIDDING PHASE
- Subject to further clarification and refinement on a project-by-project basis, the Consultant shall in proper time and sequence:
1. Furnish plans and specifications for agency review and furnish copies to the City for bidding and construction purposes as a part of this Contract.
 2. Issue addenda as appropriate to interpret, clarify, or expand the bidding documents.
 3. Assist the Client in obtaining and evaluating bids and awarding contracts for the construction of the project.
 4. Consult with and advise the Client as to the acceptability of subcontractors, suppliers, and other persons and organizations proposed by the prime contractor(s) (herein called "Contractor(s)") for the portions of the work as to which such acceptability is required by the bidding documents.
 5. Consult with and advise the Client concerning and determining the acceptability of substitute materials and equipment proposed by Contractor(s) when substitution prior to the award of contracts is allowed by the bidding documents.
 6. Attend bid opening and prepare bid tabulation sheets.
- D. CONSTRUCTION PHASE
- Subject to further clarification and refinement on a project-by-project basis, the Consultant shall in proper time and sequence:
1. Consult with and advise the Client and act as the Client's representative as provided in the contract documents, which may not be modified to affect Consultant's responsibilities except by written agreement signed by the Client and the Consultant.
 2. Conduct pre-construction conference to be attended by the Contractor, Client, and others as may be requested by the Client.
 3. Make visits to the site at intervals appropriate to the various stages of construction to observe as an experienced and qualified design professional the progress and quality of the executed work of the Contractor(s), and to determine if such work is proceeding in accordance with the contract documents. During such visits and on the basis of the on-site observations, the Consultant will keep the Client informed of the progress of the work and will endeavor to identify for the Client defects and deficiencies in the work of the Contractor(s). This agreement does not require the Consultant to evaluate contractor's safety methods. It is agreed that safety matters are Contractor's responsibility, and that the Consultant shall be responsible only for the acts or omissions of its own employees. The Consultant may disapprove work as failing to conform to the contract documents. The Consultant shall not have control or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work. The Consultant shall be obligated, however, to disclose known dangerous circumstances to the Client.
 4. Review samples, schedules, shop drawings, the result of tests and inspections, and other data which the Contractor is required to submit, but only for the conformance with the design concept of the project and compliance with the information given in the contract documents, (but such review shall not extend to means, methods, sequences, techniques, or procedures of construction or to safety precautions and programs incidental thereto). The Consultant shall receive and review (for general content as required by the specification), maintenance and operating instructions, schedules, guarantees, bonds, and certificates of inspection which are to be assembled by the Contractor in accordance with the contract documents.
 5. Issue all instructions of the Client to Contractor; issue necessary interpretations and clarifications of the contract documents and in connection therewith prepare change orders as required for the Client's approval and have authority, as the Client's representative, to require special inspection or testing of the work. The Consultant's recommendations are based on on-site observations as an experienced and qualified design professional. The recommendations by the Consultant constitute a representation to the Client that to the best of their knowledge, information and belief, the work

has progressed to the point indicated on said application and the quality of work is in accordance with the contract documents, subject to the results of any subsequent test called for by the contract documents and any qualifications stated in his recommendations.

6. Conduct, in the presence of the designated representative, a site visit to determine if the project is substantially complete and conduct a final site visit to determine if the work has been completed in accordance with the contract documents. Such site visits may include representatives from the Client and/or other involved governmental agencies. If the Contractor has fulfilled all of his obligations, the Consultant shall give written notice to the Client and the Contractor that the work is acceptable for final payment.
7. The Consultant shall not have control or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work. The Consultant shall be obligated, however, to disclose known dangerous circumstances to the Client.
8. The Consultant shall furnish the Client with a list detailing final quantities and costs in a letter stating to the best knowledge of the Consultant that the work is in compliance with the plans, specifications and change orders.
9. Review the Contractor's application for payment, determine the amount owing the Contractor and make recommendations to the Client regarding the payment thereof.

4) DEVELOPMENT/APPLICATION REVIEW.

Subject to further clarification and refinement on a project-by-project basis, the Consultant shall in proper time and sequence:

- A. Following notice from the City Administrator or City Council, review the platting, concept, design, plans and specifications for Development Projects to determine that they comply with those written City Standards that have been approved by the City Council for such projects. Upon completion of the review, submit a written report to the City Council to assist the applicant and the City Council in making decisions regarding the proposed Project.
- B. Inform the Client of the progress of each Development Project under construction. The report should include schedule and progress information.
- C. Provide recommendation on development security amounts, reduction requests and release.
- D. Submit a written report to assist the City Council in determining that the project has been completed according to the approved plans. The Consultant shall acquire from the developer or the developer's engineer plans of the work that have been revised to show "as constructed" conditions, said plans to be submitted to the Client within 90 days following completion of the project once all necessary information has been reviewed and approved.

5) ADDITIONAL SERVICES.

Subject to further clarification and refinement on a project-by-project basis, the Consultant shall in proper time and sequence:

- A. GIS Support. Provide GIS support services as a separate Task Order.
- B. MS4 Services. Provide MS4 services as a separate Task Order.
- C. Building Permit and As-Built Grading Reviews. Provide Building Permit and As-Built Grading Reviews as a separate Task Order.
- D. Traffic Counting Services. Provide traffic counting services as a separate Task Order.
- E. Construction Services. Services including monitoring of City and private projects, review of construction plans, and construction staking and surveying that are not included as part of a public improvement project or escrowed private development.
- F. Subconsultant Services. Providing services of professional subconsultants as required for a particular project.
- G. Surveying Services. Providing the type of surveying or related engineering services necessary for preparation of permanent and/or temporary easements, boundary surveys, or plat documents.
- H. Plan Review. Review of developer's plats and concept plans. Provide assistance to the developer in preparing a plat for improvement projects.
- I. Additional services in connection with the project not otherwise provided for in this Agreement.

II. PAYMENT.

The Client shall pay the Consultant for Services rendered on the basis of a negotiated lump sum fee or on an hourly basis, as mutually agreed to and deemed fair and reasonable for the particular work to be performed. The method of payment will be determined at the start of the project. Expenses will be billed as incurred. The retainer amount will be reviewed with the Client annually from a scope and compensation perspective. Any adjustments to the retainer scope and compensation must be approved by the City Council.

Consultant's current fee schedule with hourly rates is attached to this contract as Exhibit A. The rate schedule is for 2024; and will remain in effect for services rendered through December 31, 2024. The fee schedule will be evaluated on an annual basis by the Consultant and adjusted to account for inflation and other factors. The Consultant will submit a revised fee schedule prior to December 31 on an annual basis.

The following represents the compensation terms:

A. GENERAL CITY ENGINEERING DUTIES

Consultant will be compensated for City Engineering retainer services as shown below.

2024 - \$2,500/month (\$30,000)
2025 - \$2,750/month (\$33,000)
2026 - \$3,000/month (\$36,000)
2027 - \$3,250/month (\$39,000)
2028 - \$3,500/month (\$42,000)

The City Engineering retainer will increase 3% annually for services extended beyond 2028.

B. PROJECTS

Subject to the discretion of the Client to award work to others, the Consultant will be awarded other Client engineering work where they have proven experience and expertise. This work, as outlined in the Scope of Services section, would include but is not limited to:

- Feasibility Reports
- Design Related Activities
- Infrastructure Construction Inspection
- Preparation of Plans and Specifications
- Management of Private/Public Improvement Projects
- Work Requiring other Engineering Staff for:
 - Drainage Studies
 - Comprehensive Plan Work
 - Computer Mapping (GIS)
 - Traffic Studies and Analysis

This work shall be compensated on an hourly basis using the annual fee schedule attached hereto as Exhibit A; or will be made the subject of a separate Task Order for services.

Compensation for specific studies or the design and construction of Client improvements will be determined on a project-by-project basis. The proposed compensation will be detailed within a written letter proposal submitted by the Consultant to the Client prior to beginning work. If the scope of the project changes after it is authorized, the Consultant will discuss it with the Client and determine an appropriate fee modification. Typically, project fees are billed either as lump sum or hourly not-to-exceed.

C. DEVELOPMENT/APPLICATION REVIEW

Services related to development review or review of other applications will be completed by the Consultant on an hourly basis as needed.

D. INDEPENDENT CONSULTANTS

The cost of services performed by independent consultants or agencies for environmental evaluation, soil testing, laboratory services, or other services will be billed to the Client.

E. RECEIPT OF PAYMENT

Consultant shall submit monthly invoices on a percent complete basis. Separate statements shall be submitted for each project, or a detailed breakdown shall be furnished showing the distribution of charges to each project. The Client shall pay Consultant upon receipt of each monthly invoice.

F. EXPENSES

Consultant shall be reimbursed for reasonable expenses related to the scope of services of this contract and/or individual projects. The Consultant shall be reimbursed for the actual cost of the expenses, without markup. Typical expenses include, but are not limited to, the following:

- Permit fees
- Plan and specification reproduction fees
- Costs related to the development of project photos

The following shall not be considered reimbursable expenses:

- Mileage
- Mobile phone usage
- Computer equipment time
- Preparation and reproduction of common correspondence
- Mailing

III. ADDITIONAL PROVISIONS:

None.

This Task Order is executed pursuant to the Master Agreement, effective as of the Effective Date. Execution of this Task Order by Client and Consultant authorizes Consultant to carry out and complete the Services described herein in strict accordance with the Master Agreement.

CITY OF MINNETRISTA

WSB LLC

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

2024 Rate Schedule



	Billing Rate/Hour
SR. PRINCIPAL SR. ASSOCIATE	\$249 – \$265
PRINCIPAL ASSOCIATE	\$184 – \$237
SR. PROJECT MANAGER SR. PROJECT ENGINEER	\$184 – \$237
PROJECT MANAGER PROJECT MANAGER ASSISTANT	\$90 – \$180
PROJECT ENGINEER GRADUATE ENGINEER	\$108 – \$179
ENGINEERING TECHNICIAN ENGINEERING SPECIALIST	\$72 – \$177
LANDSCAPE ARCHITECT SR. LANDSCAPE ARCHITECT	\$82 – \$172
ENVIRONMENTAL SCIENTIST SR. ENVIRONMENTAL SCIENTIST	\$73 – \$170
PLANNER SR. PLANNER	\$85 – \$177
GIS SPECIALIST SR. GIS SPECIALIST	\$82 – \$177
CONSTRUCTION OBSERVER	\$110 – \$143
SURVEY	
Survey Office Technician	\$128 – \$159
Drone Pilot	\$186
One-Person Crew	\$186
Two-Person Crew	\$250
OFFICE TECHNICIAN	\$64 – \$140

Costs associated with word processing, cell phones and reproduction of common correspondence are included in the above hourly rates. Vehicle mileage is included in our billing rates [excluding geotechnical and construction materials testing (CMT) service rates]. Mileage can be charged separately, if specifically outlined by contract. | Reimbursable expenses include costs associated with plan, specification, and report reproduction; permit fees; delivery costs; etc. | Multiple rates illustrate the varying levels of experience within each category. | Rate Schedule is adjusted annually.

MASTER PROFESSIONAL SERVICES AGREEMENT

This Agreement ("**Agreement**") is made as of February 19, 2024, by and between the **City of Minnetrista**, 7701 County Road 110 West, Minnetrista, Minnesota 55364, herein referred to as ("**Client**") and WSB LLC, 701 Xenia Avenue South, Suite 300, Minneapolis, Minnesota 55416, herein referred to as ("**Consultant**") to provide professional services ("**Services**") by Consultant on an as needed basis when specifically requested by Client through a Task Order.

ARTICLE 1 – TASK ORDERS

Client may at its discretion and as needed request services from Consultant through a Task Order. Each Task Order shall include a detailed scope of services (the "Scope of Services"), a method of compensation, and such other information as needed for Consultant to perform the services. Each Task Order shall become a part of this Agreement and be incorporated herein by reference only for that particular scope of services.

ARTICLE 2 – TERM AND PERIOD OF SERVICE

This Agreement shall be valid for three (3) years from the date of execution. After the third year, this Agreement shall automatically renew for one (1) year terms unless one party gives thirty (30) days notice that they object to the renewal. An objection to renew shall have the same effect as a termination by Client. The Services described under Scope of Services shall be completed expeditiously and professionally so as to maintain the agreed upon schedule. The schedule may be modified by the parties by agreement or as a result of an excusable delay caused by Force Majeure, a Client Delay, or Change in Law or unforeseen conditions at the site.

ARTICLE 3 - COMPENSATION

Unless otherwise stated in a Task Order, Consultant shall perform the work on a time and materials basis and invoice for its work monthly. If not stated in each Task Order, fees will be according to Consultant's current fee schedule. Fee schedules are valid for the calendar year in which they are issued. Each invoice shall include details for the time and reimbursable expenses incurred the previous month. Reimbursable expenses shall include but are not limited to permit, application, testing, and recording fees, imposts, or stamps required by State, Federal, Municipal, or other government agencies in the providing of Services.

Client agrees to pay all invoices within thirty (30) days of receiving same. Any invoice not paid within thirty (30) days of the original invoice date shall bear interest at the lower of 1.5% per month or the highest rate permitted by applicable law on the unpaid balance.

If Client fails to pay any amount by the applicable due date, Consultant shall have the right to suspend work and withhold Instruments of Service (as defined below) until payment in full, including interest, is received. Consultant shall have no liability whatsoever to Client for any costs or damages that result from such suspension or withholding of Instruments of Service, and Consultant shall be entitled to reimbursement of all costs incurred while work is suspended. If Consultant resumes services after payment by Client, the time schedule and fees for remaining Services shall be equitably adjusted.

If Client fails to pay any amount by the applicable due date, Consultant shall have the right to commence collection efforts, and all collection costs incurred by Consultant shall become immediately due and payable to Consultant as such collection costs are incurred. Collection costs include, but are not limited to, legal fees, collection agency fees, court costs, and reasonable staff costs for Consultant's staff time spent in efforts to collect the overdue balance.

Client's failure to pay Consultant in accordance with this Agreement shall constitute a material breach of this Agreement and shall be cause for Consultant to suspend performance or terminate this Agreement.

If the Services are suspended by Client for more than thirty (30) calendar days, consecutive or aggregate, Consultant shall be compensated for Services performed prior to such suspension. When the Services are resumed, Consultant shall be compensated for time and expenses incurred in the interruption and resumption of Services. Consultant's fees for the remaining Services and the time schedules shall be equitably adjusted.

ARTICLE 4 - ADDITIONAL SERVICES

In the event of any changes in the Scope of Services, Client Delay, changed or unforeseen conditions, Change in Law or event of Force Majeure, Client agrees to issue an Amendment for Additional Services ("**AAS**") to equitably adjust Consultant's fees and the time of performance. If Consultant is caused to increase its Scope of Services and Client does not issue an AAS that is acceptable to Consultant, compensation for the expanded Scope of Services shall be on an hourly basis according to Consultant's then-current standard rate schedule ("**Rate Schedule**"), plus reimbursable expenses.

A "Client Delay" shall include a delay caused by the Client failing to make timely decisions, a delay in the delivery of Client ordered equipment or supplies, or by a Client hired contractor or consultant not timely completing work upon which Consultant's work is dependent. "Force Majeure" is defined below in Article 13. A "Change in Law" is a change in the applicable laws or regulations applicable to the project when the change occurs after the date of the applicable Task Order.

ARTICLE 5 - CLIENT'S RESPONSIBILITIES

Client agrees to provide to Consultant in a timely manner all available information, requirements, and limitations relevant to Consultant's performance of its Scope of Services, including, but not limited to, objectives, schedule, constraints and criteria, space requirements, flexibility, expandability, special equipment, systems, and site requirements. Client furnished information shall also include data (and professional interpretations thereof) prepared by or services performed by others, including where applicable, but not limited to, previous

reports, core borings, sub-surface explorations, hydrographic and hydrogeologic surveys, laboratory tests and inspection of samples, materials and equipment; appropriate professional interpretations of the foregoing data; environmental assessment and impact statements; property, boundary, easement, right-of-way, topographic and utility surveys; property description; zoning, deed and other land use restrictions; and other special data. Consultant may rely on the accuracy of the Client's supplied information and use such information in the development of Consultant's Scope of Services. The accuracy of the Client's information is the Client's responsibility. Client shall update any information it provides if Client becomes aware of any changes in circumstances. Consultant shall endeavor to verify the information provided and shall promptly notify the Client if the Consultant discovers that any information or services furnished by the Client is in error or is inadequate for its purpose. Client shall also notify the Consultant whenever the Client observes or otherwise becomes aware of any defect in construction or design.

Client shall furnish right-of-way entry and continuous unimpaired access to each site subject to a Task Order for Consultant to perform its Scope of Services. Client shall also require all Utilities with facilities in the Client's right of way to locate and mark said utilities upon request, relocate and/or protect said utilities as determined necessary to accommodate work, submit a schedule of the necessary relocation/protection activities to the Client for review and comply with agreed upon schedule.

Where appropriate, Client shall endeavor to identify, remove and/or encapsulate asbestos products or materials or pollutants located in the project area prior to accomplishment by the Consultant of any work.

Client shall render decisions in a timely manner pertaining to documents submitted by Consultant to avoid unreasonable delay in the orderly and sequential progress of the Services, including acting promptly to approve all pay requests or requests for information by Consultant. Client shall furnish the services of other consultants when such services are requested by Consultant and are reasonably required by the scope of the project.

Client shall designate a Client Representative with authority to transmit and receive instructions and information, interpret and define the Client's policies with respect to services rendered by the Consultant, and authority to make decisions as required for Consultant to complete services.

Client shall provide such legal, accounting and insurance counseling services as may be required and bear all costs incidental to compliance with the requirements of this article.

ARTICLE 6 - INDEMNIFICATION

To the fullest extent permitted by law, subject to the limitations set forth below in this Agreement, Client and Consultant shall indemnify and hold harmless the other and its respective directors, officers, employees, and representatives from and against all legal liability for claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are legally determined to be caused by the indemnitor's negligent acts, errors, or omissions. Neither party shall have a duty to defend the other party, and no duty to defend is created by this Agreement.

ARTICLE 7 – LIABILITY AND CONSEQUENTIAL DAMAGES LIMITATIONS

Client and Consultant have evaluated the parties' relative risks and benefits associated with this Agreement and the associated Task Orders, 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 employees and sub-consultants) to Client for all injuries, damages, claims, losses, or expenses (including attorney fees and expert fees) arising out of Consultant's services or this Agreement under any particular Task Order is limited to \$2,000,000, and Client agrees to hold Consultant harmless for any liability more than such amount. This limitation shall apply regardless of available insurance coverage, cause(s), or the theories of liability, including, but not limited to, breach of contract, negligence, contribution, indemnity, or other remedies.

Notwithstanding the language above, Client agrees that with regard to any claim arising from or relating to Consultant's provision of geotechnical engineering services, construction materials testing, special inspections, and/or environmental engineering services, including but not limited to environmental site assessments, that Consultant's liability for any claims asserted by or through Client shall be limited to \$50,000.

Client and Consultant each further agree that with regard to any claim for incidental, indirect, or consequential damages (including loss of use or loss of profits) sustained by the other, its successors or assigns, that the other party's total liability shall be limited to \$50,000, and shall apply even if the damages were foreseeable and regardless of the theory of recovery plead or asserted.

ARTICLE 8 - STANDARD OF CARE

Consultant will perform the Services in a manner consistent with the level of care and skill ordinarily exercised by members of Consultant's profession currently practicing under similar conditions in the same locale. EXCEPT AS SPECIFICALLY STATED HEREIN, 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, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

ARTICLE 9 – [Reserved.]

ARTICLE 10 - DISPUTE RESOLUTION

If a claim or dispute arises out of or relates to Consultant's Services, this Agreement or any particular Task Order, the parties shall attempt in good faith to settle such claim or dispute through direct discussions.

Any claim or dispute arising out of or related to Consultant's Services, this Agreement, or any Task Order (except for collection procedures employed by Consultant and those waived or barred as provided elsewhere in this Agreement) that is not resolved by direct discussions shall be submitted to mediation as a condition precedent to the institution of legal or equitable proceedings by either party. Either party may file a request for mediation. Mediation shall be pursuant to the Construction Industry Mediation Rules of the American Arbitration Association. The Mediator shall be selected by the parties within fifteen (15) days of the request for mediation. Mediation shall proceed in advance of legal or equitable proceedings, which shall be stayed pending the conclusion of mediation for a period of sixty (60) days from the date of filing, unless stayed for a longer period by agreement of the parties or by court order. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in Minneapolis, Minnesota.

Notwithstanding the foregoing, if a claim or dispute between the parties involves, relates to, or is the subject of a mechanic's lien or construction lien arising out of Consultant's Services, Consultant may proceed in accordance with applicable law to comply with all statutory requirements, including those related to lien notice and filing deadlines, prior to the commencement or conclusion of mediation or other form of alternative dispute resolution agreed to by the parties.

ARTICLE 11 - TERMINATION

Either party may terminate this Agreement for convenience and without cause upon twenty-one (21) calendar days written notice.

Either party may terminate this Agreement or any Task Order for cause upon ten (10) calendar days written notice for one or more of the following reasons:

1. The other party's material breach of this Agreement;
2. Assignment of this Agreement without the written consent of the other party;
3. Suspension of the Task Order for more than thirty (30) calendar days, consecutive or aggregate;
4. Material changes in the conditions under which this Agreement was executed, the Scope of Services, the nature of the Scope of Services under a Task Order, or the failure of the parties to reach an agreement on compensation and/or scheduling adjustments necessitated by such changes.

In the event of termination of this Agreement by either party, regardless of the reason for termination, Client shall, within fifteen (15) days of termination, pay Consultant in full for all services rendered and costs incurred by Consultant up to the date of termination. Additionally, and notwithstanding any language in this Agreement to the contrary, within sixty (60) days of termination, Client shall reimburse Consultant for all expenses incurred by Consultant in connection with the orderly termination of this Agreement, including, but not limited to, demobilization, reassignment of personnel, associated overhead costs, and all other expenses resulting from the termination.

ARTICLE 12 - INSURANCE

Consultant shall carry the following insurance:

Workers Compensation	Statutory
Employers Liability	\$1,000,000
General Liability	\$2,000,000 Each Occurrence/ \$4,000,000 Aggregate
Automobile Liability	\$1,000,000 Combined Single Limit
Professional Liability	\$3,000,000 Per Claim/ \$3,000,000 Annual Aggregate

General Liability shall name the Client as an additional insured. The insurer agrees to give thirty (30) days written notice in the event of cancellation by the insurer.

ARTICLE 13 - MISCELLANEOUS

A. WORK PRODUCT / DOCUMENT OWNERSHIP

Unless Client requests otherwise, Consultant will provide its documents and materials in an electronic format. Because electronic documents may be modified intentionally or inadvertently, Client agrees that Consultant will not be liable for any losses or damages resulting from any change in an electronic document after Consultant transmits it to Client. All documents, including reports, drawings, calculations, specifications, CADD materials, computers software or hardware or other work product prepared by Consultant pursuant to this Agreement are Consultant's Instruments of Services for use solely with respect to the project associated with the particular Task Order and, unless otherwise provided, Consultant shall be deemed the owner of these Instruments of Service and shall retain all common law, statutory and other reserved rights, including copyright. If Client has paid Consultant in full for its Services, Client shall be permitted to retain copies, including reproducible copies, of Consultant's Instruments of Service for Client's information, reference and use in connection with the project associated with the Task Order. Consultant's Instruments of Service shall not be used by the Client or others on other projects, for additions for the project

associated with the Task Order, or for completion of the Task Order services by others, except with Consultant's agreement in writing and with appropriate compensation to Consultant. In consideration of Client's use of Consultant's Instruments of Service, Client shall, to the fullest extent permitted by law, indemnify and hold harmless Consultant, its directors, officers, agents, and employees from all claims arising out of the reuse or misuse of such Instruments of Service. Under no circumstances shall transfer of the Consultant's Instruments of Service be deemed a sale by the Consultant, and the Consultant makes no warranties, either express or implied, of merchantability and fitness for any particular purpose.

Copies of documents that may be relied upon by Client are limited to the printed copies (also known as hard copies) that are signed or sealed by Consultant. Files in electronic format furnished to Client are only for convenience of Client. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. Consultant makes no representations as to long term compatibility, usability or readability of electronic files.

B. HAZARDOUS MATERIALS

Client represents to Consultant that for each issued Task Order, no hazardous materials exist at the Task Order project site. If there are hazardous materials at a particular site, the Client must inform Consultant of the type, quantity, and location of such hazardous materials. If hazardous materials are discovered at a particular site, then Consultant will notify the Client and, to the extent required by law, notify the appropriate governmental authority. If Consultant or any other entity encounters hazardous materials at a particular site then Consultant may without any liability to Client or any other entity suspend services until such time as Client retains the appropriate entities to identify and (as appropriate) abate, remediate, or remove the hazardous material. Client agrees that Consultant has been retained to perform professional services and shall not be required to become an arranger, operator, generator, or transporter of hazardous material (as defined by law). Client hereby agrees to indemnify, and hold harmless Consultant for all claims losses and damages arising out of the existence of hazardous materials on a particular site associated with a Task Order.

C. UNDERGROUND UTILITY AND STRUCTURE CLEARANCE

Where requested by Client, Consultant will perform customary research to assist Client in locating and identifying subterranean structures or utilities. However, Consultant may reasonably rely on information from the Client and information provided by local utilities related to structures or utilities and will not be liable for damages incurred where Consultant has complied with the standard of care and acted in reliance on that information. The Client agrees to waive all claims and causes of action against the Consultant for claims by Client or its contractors relating to the identification, removal, relocation, or restoration of utilities, or damages to underground improvements resulting from subsurface penetration locations established by the Consultant.

D. THIRD-PARTY RELIANCE

All Services provided by Consultant are for Client's and Consultant'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 to benefit any third party.

E. CONSTRUCTION SERVICES

If requested by Client in the Scope of Services or AAS, Consultant shall visit the relevant site during construction to become familiar with the progress and quality of the contractors' work and to determine if the work is proceeding, in general, in accordance with plans, specifications or other contract documents prepared by Consultant for the Client. The Client has not retained the Consultant to make detailed inspections or to provide exhaustive or continuous review and observation of the contractor's work. Consultant does not guarantee the performance of, and shall have no responsibility for, the acts, errors or omissions of any contractor, subcontractor, supplier or any other entity furnishing materials or performing any work on the particular site.

Client acknowledges Consultant will not direct, supervise or control the work of contractors or their subcontractors, nor shall Consultant have authority over or responsibility for the contractors 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. Job site safety shall be the sole responsibility of the contractor who is performing the work.

For Client-observed projects, the Consultant shall be entitled to rely upon and accept representations of the Client's observer. If the Client desires more extensive project observation or full-time project representation, the Client shall request such services be provided by the Consultant as an additional service. Consultant and Client shall then enter into an AAS detailing the terms and conditions of the requested project observation.

F. SUBMITTALS AND PAY APPLICATIONS

If the Scope of Services includes the Consultant reviewing and certifying the amounts due the contractor, the Consultant's certification for payment shall constitute a representation to the Client, that to the best of the Consultant's knowledge, information and belief, the contractor's work has progressed to the point indicated and that the quality of the work is in general accordance with the documents issued by the Consultant. The issuance of a certificate for payment shall not be a representation that the Consultant has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from

subcontractors and material suppliers and other data requested by the Client to substantiate the contractor's right to payment, or (4) ascertained how or for what purpose the contractor has used money previously paid on account of the contract sum. Contractor shall remain exclusively responsible for its work.

If the Scope of Services includes Consultant's review and approval of submittals from the contractor, such review shall be for the limited purpose of checking for conformance with the information given and the design concept. The review of submittals is not intended to determine the accuracy of all components, the accuracy of the quantities or dimensions, or the safety procedures, means or methods to be used in construction, and those responsibilities remain exclusively with the Client's contractor.

G. JOB SITE SAFETY

Neither the Services of Consultant, nor the presence of Consultant at the construction site, shall relieve Client, general contractor(s), or subcontractor(s) of any of their responsibilities or duties to perform the work in strict accordance with the contract documents and to comply with all health and safety precautions required by any regulatory agency. Consultant does not have authority or responsibility to control any construction contractor or its employees in connection with their work or any health or safety programs or procedures. Client agrees that contractors and subcontractors are solely responsible for job site safety and warrants that this intent shall be carried out in Client's contracts with contractors. Client also agrees that Client and its contractor(s), jointly and severally and to the fullest extent permitted by law, shall indemnify, and hold harmless Consultant and its employees against any liability related to health, injury, or job site safety.

H. OPINIONS OF PROBABLE COST

Opinions, if any, of probable cost, construction cost, financial evaluations, feasibility studies, economic analyses of alternate solutions and utilitarian considerations of operations and maintenance costs provided for are made or to be made on the basis of the Consultant's experience and qualifications and represent the Consultant's best judgment as an experienced and qualified professional design firm. The parties acknowledge, however, that the Consultant does not have control over the cost of labor, material, equipment or services furnished by others or over market conditions or contractor's methods of determining their prices, and any evaluation of any facility to be constructed or acquired, or work to be performed must, of necessity, be viewed as simply preliminary. Accordingly, the Consultant and Client agree that that proposals, bids or actual costs may vary from opinions, evaluations or studies submitted by the Consultant and that Consultant assumes no responsibility for the accuracy of opinions of probable construction costs and Client expressly waives any claims related to the accuracy of opinions of probable construction costs. If Client wishes greater assurance as to probable construction cost, Client shall employ an independent cost estimator as part of its responsibilities.

I. FORCE MAJEURE

To the extent any time for performance applies, the affected party shall not be responsible for any delays due to federal, state or municipal actions or regulations, acts of foreign governments, strikes or other labor shortages, equipment or material delays or shortages, delays in issuing applicable permits, acts or omissions of the other party, inclement weather, pandemic, acts of the public enemy, fires, floods, riots, embargos, other acts of God, government shutdown, unforeseen site conditions or any other events or causes beyond the control of Consultant.

J. HEADINGS

The headings used in this Agreement are for convenience only and shall in no way define, limit, or describe the scope or intent of this Agreement or any part hereof.

K. ASSIGNMENT

Neither party may assign this Agreement without the written consent of the other party.

L. ENTIRE AGREEMENT

This Agreement represents and contains the entire agreement and understanding between the parties with respect to the subject matter of this Agreement and supersedes all prior oral and written agreements and understandings.

M. GOVERNING LAW

The Agreement shall be construed, interpreted, and enforced in accordance with the laws of the state of Minnesota.

N. MODIFICATIONS

This Agreement may be modified only by a written instrument executed by both parties.

O. WAIVER

No delay or failure by either party to exercise any right or remedy under this Agreement, and no partial or single exercise of a right or remedy, will waive that or any other right or remedy.

P. SEVERABILITY

Any invalidity or unenforceability of all or part of a provision of this Agreement shall be severable and shall not affect the validity or enforceability of the remaining part of that provision or other provisions.

Q. EXECUTION

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and together which shall constitute one and the same agreement. Signatures on this Agreement that are transmitted by fax, email or other electronic means shall be valid and binding.

R. NO PERSONAL LIABILITY

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. Therefore, and notwithstanding anything to the contrary contained herein, the Client agrees that as the Client's sole and exclusive remedy for 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.

S. LIEN NOTICE – APPLICABLE TO PRIVATE PROJECTS IN MINNESOTA

ANY PERSON OR COMPANY SUPPLYING LABOR OR MATERIALS FOR THIS IMPROVEMENT TO YOUR PROPERTY MAY FILE A LIEN AGAINST YOUR PROPERTY IF THAT PERSON OR COMPANY IS NOT PAID FOR THE CONTRIBUTIONS.

UNDER MINNESOTA LAW, YOU HAVE THE RIGHT TO PAY PERSONS WHO SUPPLIED LABOR OR MATERIALS FOR THIS IMPROVEMENT DIRECTLY AND DEDUCT THIS AMOUNT FROM OUR CONTRACT PRICE OR WITHHOLD THE AMOUNTS DUE THEM FROM US UNTIL 120 DAYS AFTER COMPLETION OF THE IMPROVEMENT UNLESS WE GIVE YOU A LIEN WAIVER SIGNED BY PERSONS WHO SUPPLIED ANY LABOR OR MATERIAL FOR THE IMPROVEMENT AND WHO GAVE YOU TIMELY NOTICE.

T. GENERAL LIEN NOTICE - APPLICABLE TO PRIVATE PROJECTS IN LOCATIONS OTHER THAN MINNESOTA

TO THE EXTENT PERMITTED BY APPLICABLE LAW, AS A PARTY SUPPLYING LABOR OR MATERIALS FOR IMPROVEMENT TO PROPERTY, WE MAY FILE A LIEN AGAINST YOUR PROPERTY IF WE ARE NOT PAID IN ACCORDANCE WITH THIS AGREEMENT.

U. DATA PRACTICES ACT COMPLIANCE

Any and all data provided to the Consultant, received from the Consultant, created, collected, received, stored, used, maintained, or disseminated by the Consultant pursuant to this Agreement shall be administered in accordance with, and is subject to the requirements of the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13. The Consultant agrees to notify the Client within three (3) business days if it receives a data request from a third party. This section does not create a duty on the part of the Consultant to provide access to public data to the public if the data are available from the Client, except as required by the terms of this Agreement. These obligations survive the termination of this Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed the Agreement as of the day and year first above written.

CITY OF MINNETRISTA

By: _____

Name: _____

Title: _____

WSB LLC

By: _____

Name: _____

Title: _____

Exhibit A – Sample Task Order

Master PSA Task Order No. [INSERT NO.]

This Task Order No. [INSERT NO.] ("Task Order") is made as of [INSERT TODAY'S DATE] ("Effective Date"), under the terms and conditions established in the Master Professional Services Agreement dated February 19, 2024 ("Master Agreement"), between the **City of Minnetrista** ("Client") and WSB LLC ("Consultant"). This Task Order authorizes and describes the scope, **schedule (REMOVE IF NOT APPLICABLE)**, and payment conditions for Consultant's professional services ("Services") on the project known as: **[INSERT PROJECT NAME & LOCATION]** ("Project").

1. **SCOPE OF WORK:**

2. **SCHEDULE:** [if applicable]

3. **PAYMENT:**

[The lump sum fee is \$ _____ [including] OR [excluding] expenses] OR [Consultant shall provide the Services on a time a materials basis in accordance with the attached rate schedule. Expenses will be billed as incurred.]

4. **ADDITIONAL PROVISIONS:**

[None or ADD]

This Task Order is executed pursuant to the Master Agreement, effective as of the Effective Date. Execution of this Task Order by Client and Consultant authorizes Consultant to carry out and complete the Services described herein in strict accordance with the Master Agreement.

City of Minnetrista

WSB LLC

By: _____

By: _____

Name: _____

Name: _____

Its: _____

Its: _____