

CITY OF ST. AUGUSTA
CITY COUNCIL MEETING
May 7, 2024
7:00 pm
AGENDA

1. Call Meeting to Order – Mayor Zenzen.
2. Pledge of Allegiance.
3. Consent Agenda
 - 3A. Minutes of the April 2, 2024 City Council meeting.
 - 3B. Agenda.
 - 3C. Bills Payable, Receipts and Treasurer’s Report.
 - 3D. Minutes of the April 2, City Council BOE Meeting
 - 3E. 2024-25 Liquor Licenses
 - 3F. Gambling Permit, St. Augusta Sports Inc., July 13, St. Augusta Legion
 - 3G. Other
4. Sheriff’s Report
5. Building Inspector’s Report
6. Fire Department
 - 6A. Monthly Report
 - 6B. Other
7. Public Works Update
 - 7A. Street Sweeping Quotes
 - 7B. Discuss Misc. Patching and Solicit Quotes
 - 7C. Other
8. Open Forum -10 Minute Limit.
9. Engineer’s Report
 - 9A. 2024 Street Project Change Order #1
 - 9B. Other
10. Planning Committee Recommendation
 - 10A. Lux Feed Services Site Plan
11. Park Board Recommendation
 - 11A. Girl Scout Gaga Pit
 - 11B. Hidden Lake Park AED
 - 11C. Weed and Feed Quotes for the Parks
12. St. Cloud Wastewater Treatment Agreement
13. Council Member Comments/Purview.
14. Clerk's Report.
 - 14A. Pay Equity Report
15. Adjourn.

REMINDERS: Clean Up Day, Saturday, May 4, 7am-11am, St. Augusta City Hall
 Planning Commission Meeting, Monday, May 6, 6:00pm

CITY OF ST. AUGUSTA
CITY COUNCIL MEETING
May 7, 2024
7:00 pm

Consent Agenda – all items are included with the packets except the liquor licenses as I gave the license holders through today to turn in. I will have for the updated packets on Tuesday next week.

Sheriff/Building Inspector Reports – I will have for the updated packets on Tuesday.

Fire Department Report – Joe’s monthly report is included in the packets.

Public Works Update – two quotes for street sweeping are included in the packets. Mark will also be in attendance to discuss some street patching concerns and will be looking for authorization to solicit quotes for those areas.

Engineer’s Report – a letter from Moore Engineering is included in the packets requesting a change order to the project adding Galant Road and 60th Avenue to the project. This is the frontage road going into Terrace Hills and is the last read area on our street conditions map in that part of the City.

Planning Committee Recommendation – the planning committee is meeting Monday at 6pm to review a site plan for Lux Feed Services. We will have their recommendation for the updated packets on Tuesday.

Park Board Recommendations –

Girl Scout Gaga Ball Pit – Girl Scout Troop 307 has inquired to voluntarily build a Gaga Ball Pit in Kiffmeyer Park. They are paying for all materials and supplying the labor to build the pit. The Park Board unanimously gave approval to build the Gaga Ball Pit.

Hidden Lake Park AED – the Park Board unanimously recommended we install another AED similar to the one in Kiffmeyer Park and Dollar General at Hidden Lake Park. Information on the costs are included in the packets.

Weed and Feed Quotes – quotes to provide weed and feed spraying in both parks and the fire hall are included in the packets. The Park Board unanimously recommended approval.

St. Cloud Wastewater Treatment Agreement – the amended agreement is included in the packets. This was done to update after Foley joined the group and addresses issues such as selling capacity in the future.

Clerk’s Report – the Pay Equity report is included in the packets.

**MINUTES OF THE CITY COUNCIL
ST. AUGUSTA, MINNESOTA
April 2, 2024**

CALL TO ORDER: The meeting was called to order by Mayor Zenzen at 7:00 PM with the Pledge of Allegiance.

PRESENT: Mayor Zenzen, Council Members Backes, Coleman, Hommerding, and Schmitz; Fire Chief Kramer, Assistant Fire Chief Steinhofer, Fire Captain Voigt, Attorney Couri, Stearns County Deputy Meeland, Engineer Morast and Clerk/Administrator McCabe.

OTHERS PRESENT: Chad Erdmann, Jackie Steinhofer, Nathan Johnson, Kris Berg, Jenni Berg, Darren Yarke, Randy Hommerding, Kevin Kellner, John Honer, Keith Koltes, David Voigt, Robert Connors and Mark Skaalerud.

CONSENT AGENDA: Mr. McCabe indicated he was adding the attendance of Mayor Zenzen and himself to the annual LMC Conference in June.

A motion was made by Mr. Backes, seconded by Ms. Coleman to approve the consent agenda as amended. Motion carried unanimously.

The following items were approved with the consent agenda:

City Council Minutes, March 6, 2024.

Bill Payable, Receipts and Treasurer's Report dated April 2, 2024 and for ePayments #24973e – 24992e and Checks #25484 – 25551.

Mr. McCabe and Mayor Zenzen attendance at the annual League of Minnesota Cities Conference in Rochester, MN.

SHERIFF'S REPORT: Deputy Meeland presented the sheriff's report indicating 39 hours were spent on the contract during the month of March. He reviewed the call types and other points of interest.

A motion to approve the Sheriff's report as presented was made by Mr. Backes, seconded by Mr. Schmitz. Motion carried unanimously.

BUILDING INSPECTOR'S

REPORT: Mr. McCabe presented the February building inspector's report indicating there were 29 permits issued during the month including four new house permits.

A motion was made to approve the building inspector's report as presented by Mr. Backes, seconded by Ms. Coleman. Motion carried unanimously.

**FIRE DEPT.
REPORT:**

Chief Kramer presented the February monthly report indicating there were 14 calls for the month bringing the total to 26 on the year as compared to

14 at this time in 2023. Monthly training was the annual Right to Know and Fire Inc. held an incident command, accountability and fire ground ops class.

A motion was made to approve the report by Mr. Schmitz, seconded by Mr. Hommerding. Motion carried unanimously.

Chief Kramer presented a letter from the promotion committee recommending Luke Skogstad be promoted to Lieutenant.

A motion was made to approve the promotion of Luke Skogstad to Lieutenant by Mr. Schmitz, seconded by Mr. Hommerding. Motion carried unanimously.

Chief Kramer presented a recommendation from the hiring committee that Brandon Hanebeth and Shane Howard be hired to the department.

A motion was made to hire Brandon Hanebeth and Shane Howard pending approval of their background check by Mr. Backes, seconded by Mr. Schmitz. Motion carried unanimously.

Chief Kramer presented quotes for 5 new radios totaling \$30,059.75.

A motion was made to approve the purchase of new radios totaling \$30,059.75 by Mr. Hommerding, seconded by Mr. Schmitz. Motion carried unanimously.

Chief Kramer presented a quote for 5 new pagers in an amount of \$2,410.

A motion was made to purchase the pagers in the amount of \$2,410 by Mr. Backes, seconded by Ms. Coleman. Motion carried unanimously.

Chief Kramer reported they will have a new company picking up the sharps.

OPEN FORUM:

Josie Wicker was in attendance and inquired as to why the dog park isn't being properly maintained.

ENGINEER'S REPORT:

Mr. Morast indicated the street project will be moving forward.

A motion was made to approve the engineer's report by Mr. Backes, seconded by Mr. Hommerding. Motion carried unanimously.

**PLANNING COMMITTEE
RECOMMENDATION
RESOLUTION #2024-08
IUP RICE**

CONTRACTING: Mr. McCabe reported the planning commission unanimously recommended approval.

A motion was made to approve Resolution #2024-08 by Mr. Backes, seconded by Mr. Schmitz. Motion carried unanimously.

**PLANNING COMMITTEE
RECOMMENDATION
RESOLUTION #2024-10**

QUAD HOLDINGS: Mr. McCabe reported the planning commission unanimously recommended denial of the change in zoning.

A motion was made to approve Resolution #2024-10, denying the change in zoning to Quad Holdings by Mr. Backes, seconded by Ms. Coleman. Motion carried unanimously.

**PUBLIC HEARING
ASSESSING DELINQUENT
STORM WATER**

BILLS: Mayor Zenzen opened the public hearing.

A motion was made to approve Resolution #2024-09, assessing the delinquent storm utility bills by Mr. Backes , seconded by Mr. Backes. Motion carried unanimously.

**AED SMART
MONITORING
DISCUSSION:**

Mr. McCabe presented information on the AED

A motion was made to approve the maintaining the fees of the AED devices by Mr. Schmitz, seconded by Mr. Backes. Motion carried unanimously.

**COUNCIL MEMBER
PURVIEW:**

Ms. Coleman was pleased to see the attendance at the public hearing last night.

Mr. Backes reported he had a resident complain about the plowing.

Mr. Schmitz indicated he has had calls on the twin home/four plex and wanted those neighbors to know we are working on it.

Mr. Schmitz wondered if we need to amend our sexually orientated business costs to make it less attractive in St. Augusta.

CITY ADMINISTRATOR

REPORT: Mr. McCabe reported that he received two anonymous letters about cleaning sidewalks in Emerald Ponds. He throws them away and usually calls Arnie to ask him to get them cleared.

ADJOURNMENT: **A motion was made to adjourn at 8:00pm by Mr. Hommerding seconded by Mr. Schmitz.**

Approved this 7th day of May, 2024.

Michael G. Zenzen, Mayor

Attest:

William R. McCabe, Clerk/Administrator

City of St. Augusta

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*Receipt Book

April 2024

Refer	Account	Last Dim Descr	Amount	Tran Date	Comments	Batch Name
15256 R	101-41000-3103	Sales Tax	\$7.88	3/28/2024	general - shelter rental tax	03 21 24 rct
15256 R	101-41000-3225	Park Shelter Rental	\$175.00	3/28/2024	general - J Wiener	03 21 24 rct
15257 R	601-49400-3710	Water Sales	\$1,060.01	3/28/2024	water dept - Mar 24 rct	03 21 24 rct
15257 R	601-49400-3130	General Sales and Use Tax	\$5.24	3/28/2024	water dept - Mar 24 rct	03 21 24 rct
15257 R	605-43160-3740	Electricity Sales	\$8.00	3/28/2024	EU - Mar 24 rct	03 21 24 rct
15257 R	606-49450-3728	Sewer Replacement Fund	\$35.87	3/28/2024	SRF - Mar 24 rct	03 21 24 rct
15257 R	602-49450-3720	Sewer Sales	\$1,101.33	3/28/2024	sewer - Mar 24 rct	03 21 24 rct
15281 R	101-41000-3221	Building Permits	\$551.13	4/10/2024	general - Storkamp	04 01 24 rct 2
15282 R	101-41000-3225	Right of Way Permits	\$300.00	4/10/2024	general - Progressive	04 01 24 rct 2
15282 R	603-43254-3720	Sewer Availability Charges	\$3,000.00	4/10/2024	SAC - Progressive	04 01 24 rct 2
15282 R	601-49400-3710	Meter Sales	\$325.00	4/10/2024	water dept - Progressive	04 01 24 rct 2
15282 R	101-41000-3221	Building Permits	\$2,782.88	4/10/2024	general - Progressive	04 01 24 rct 2
15282 R	603-43254-3710	Water Availability Charges	\$3,000.00	4/10/2024	WAC - progressive	04 01 24 rct 2
15284 R	607-41000-3710	Storm Sewer Sales	\$28.80	4/10/2024	SW - Apr 24 rct	04 01 24 rct 2
15284 R	602-49450-3720	Sewer Sales	\$282.72	4/10/2024	sewer - Apr 24 rct	04 01 24 rct 2
15284 R	606-49450-3728	Sewer Replacement Fund	\$10.99	4/10/2024	SRF - Apr 24 rct	04 01 24 rct 2
15284 R	601-49400-3710	Water Sales	\$277.59	4/10/2024	water dept - Apr 24 rct	04 01 24 rct 2
15285 R	101-41000-3225	Park Shelter Rental	\$150.00	4/10/2024	general - M Statz	04 03 24 rct
15285 R	101-41000-3103	Sales Tax	\$7.88	4/10/2024	general - shelter rental tax	04 03 24 rct
15286 R	101-41000-3225	Park Shelter Rental	\$175.00	4/10/2024	general - Sentrum Sota	04 03 24 rct
15286 R	101-41000-3103	Sales Tax	\$7.88	4/10/2024	general - shelter rental tax	04 03 24 rct
15287 R	101-41000-3221	Building Permits	\$101.00	4/10/2024	general - H&S	04 03 24 rct
15288 R	101-41000-3410	Assessment Search Fees	\$10.00	4/10/2024	general - Stearns Co Abstract	04 03 24 rct
15289 R	101-41000-3221	Building Permits	\$136.00	4/10/2024	general - J Becker	04 03 24 rct
15290 R	605-43160-3740	Electricity Sales	\$5.06	4/10/2024	EU - Apr 24 rct	04 03 24 rct
15290 R	606-49450-3728	Sewer Replacement Fund	\$16.13	4/10/2024	SRF - Apr 24 rct	04 03 24 rct
15290 R	602-49450-3720	Sewer Sales	\$515.58	4/10/2024	sewer - Apr 24 rct	04 03 24 rct
15290 R	607-41000-3710	Storm Sewer Sales	\$57.60	4/10/2024	SW - Apr 24 rct	04 03 24 rct
15290 R	601-49400-3710	Water Sales	\$509.16	4/10/2024	water dept - Apr 24 rct	04 03 24 rct
15292 R	101-41000-3221	Building Permits	\$101.00	4/10/2024	general - Zablocki Roofing	04 05 24 rct
15293 R	101-41000-3221	Building Permits	\$101.00	4/10/2024	general - Zablocki Roofing	04 05 24 rct
15294 R	101-41000-3103	Sales Tax	\$7.88	4/10/2024	general - shelter rental tax	04 05 24 rct
15294 R	101-41000-3225	Park Shelter Rental	\$150.00	4/10/2024	general - S Bertram	04 05 24 rct
15295 R	101-41000-3218	Mailbox Posts/911 Signs	\$75.00	4/10/2024	general - S Elletson	04 07 24 rct
15296 R	101-41000-3221	Building Permits	\$101.00	4/10/2024	general - BD Exteriors	04 05 24 rct
15296 R	101-41000-3221	Building Permits	\$101.00	4/10/2024	general - Window Nation	04 05 24 rct
15297 R	101-41000-3221	Building Permits	\$788.92	4/10/2024	general - J Brannan	04 05 24 rct
15298 R	101-41000-3340	Electric Permits	\$36.00	4/10/2024	general - Electrical Solutions	04 01 24 rct
15298 R	101-41000-3340	Electric Permits	\$36.00	4/10/2024	general - Electrical soluitions	04 05 24 rct
15299 R	601-49400-3710	Water Sales	\$672.67	4/10/2024	water dept - Apr 24 rct	04 01 24 rct
15299 R	605-43160-3740	Electricity Sales	\$17.81	4/10/2024	EU - Apr 24 rct	04 01 24 rct
15299 R	606-49450-3728	Sewer Replacement Fund	\$23.60	4/10/2024	SRF - Apr 24 rct	04 01 24 rct
15299 R	602-49450-3720	Sewer Sales	\$694.87	4/10/2024	sewer - Apr 24 rct	04 01 24 rct
15299 R	607-41000-3710	Storm Sewer Sales	\$50.00	4/10/2024	SW - Apr 24 rct	04 01 24 rct
15299 R	601-49400-3130	General Sales and Use Tax	\$2.31	4/10/2024	water dept - Apr 24 rct	04 05 24 rct
15299 R	605-43160-3740	Electricity Sales	\$4.06	4/10/2024	EU - Apr 24 rct	04 05 24 rct
15299 R	607-41000-3710	Storm Sewer Sales	\$107.60	4/10/2024	SW - Apr 24 rct	04 05 24 rct
15299 R	602-49450-3720	Sewer Sales	\$227.09	4/10/2024	sewer - Apr 24 rct	04 05 24 rct
15299 R	606-49450-3728	Sewer Replacement Fund	\$6.33	4/10/2024	SRF - Apr 24 rct	04 05 24 rct
15299 R	601-49400-3710	Water Sales	\$227.52	4/10/2024	water dept - Apr 24 rct	04 05 24 rct

City of St. Augusta
***Receipt Book**

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Refer	Account	Last Dim Descr	Amount	Tran Date	Comments	Batch Name
15300R	101-41000-3221	Building Permits	\$167.25	4/10/2024	general - N McLean	04 07 24 rct
15301R	101-41000-3103	Sales Tax	\$7.88	4/10/2024	general - shelter rental tax	04 07 24 rct
15301R	101-41000-3225	Park Shelter Rental	\$150.00	4/10/2024	general - A Jacobson	04 07 24 rct
15302R	101-41000-3221	Building Permits	\$101.00	4/10/2024	general - Gilk Plmb	04 07 24 rct
15303R	101-41000-3340	Electric Permits	\$71.00	4/10/2024	general - CW Electric	04 07 24 rct
15304R	101-41000-3221	Building Permits	\$101.00	4/10/2024	general - Oberg Roofing	04 07 24 rct
15305R	601-49400-3130	General Sales and Use Tax	\$2.31	4/10/2024	water dept - Apr 24 rct	04 07 24 rct
15305R	601-49400-3710	Water Sales	\$1,963.35	4/10/2024	water dept - Apr 24 rct	04 07 24 rct
15305R	605-43160-3740	Electricity Sales	\$38.31	4/10/2024	EU - Apr 24 rct	04 07 24 rct
15305R	606-49450-3728	Sewer Replacement Fund	\$74.59	4/10/2024	SRF - Apr 24 rct	04 07 24 rct
15305R	602-49450-3720	Sewer Sales	\$2,020.77	4/10/2024	sewer - Apr 24 rct	04 07 24 rct
15305R	607-41000-3710	Storm Sewer Sales	\$172.80	4/10/2024	SW - Apr 24 rct	04 07 24 rct
15306R	450-42270-3623	Contributions and Donations	\$2,000.00	4/10/2024	CIP - fire dept, M Prom	04 08 24 rct
15307R	101-41000-3410	Assessment Search Fees	\$10.00	4/10/2024	general - Stearns Co Abstract	04 08 24 rct
15308R	602-49450-3720	Sewer Sales	\$1,362.05	4/10/2024	sewer - Apr 24 rct	04 08 24 rct
15308R	606-49450-3728	Sewer Replacement Fund	\$41.91	4/10/2024	SRF - Apr 24 rct	04 08 24 rct
15308R	605-43160-3740	Electricity Sales	\$15.94	4/10/2024	EU - Apr 24 rct	04 08 24 rct
15308R	601-49400-3710	Water Sales	\$1,339.06	4/10/2024	water dept - Apr 24 rct	04 08 24 rct
15308R	601-49400-3130	General Sales and Use Tax	\$15.05	4/10/2024	water dept - Apr 24 rct	04 08 24 rct
15309R	101-41000-3221	Building Permits	\$2,782.88	4/23/2024	general - Progressive	04 10 24 rct
15309R	101-41000-3225	Right of Way Permits	\$300.00	4/23/2024	general - Progressive	04 10 24 rct
15309R	601-49400-3710	Meter Sales	\$325.00	4/23/2024	water dept - Progressive	04 10 24 rct
15309R	603-43254-3710	Water Availability Charges	\$3,000.00	4/23/2024	WAC - Progressive	04 10 24 rct
15309R	603-43254-3720	Sewer Availability Charges	\$3,000.00	4/23/2024	SAW - Progressive	04 10 24 rct
15311R	606-49450-3728	Sewer Replacement Fund	\$31.22	4/23/2024	SRF - Apr 24 rct	04 10 24 rct
15311R	601-49400-3710	Water Sales	\$814.24	4/23/2024	water dept - Apr 24 rct	04 10 24 rct
15311R	605-43160-3740	Electricity Sales	\$18.14	4/23/2024	EU - Apr 24 rct	04 10 24 rct
15311R	602-49450-3720	Sewer Sales	\$831.71	4/23/2024	sewer - Apr 24 rct	04 10 24 rct
15312R	101-41000-3225	Right of Way Permits	\$300.00	4/23/2024	general - K Johnson	04 11 24 rct
15313R	101-41000-3340	Electric Permits	\$36.00	4/23/2024	general - Hubbard Electric	04 11 24 rct
15314R	101-41000-3340	Electric Permits	\$36.00	4/23/2024	general - Bertram Electric	04 11 24 rct
15315R	101-41000-3225	Park Shelter Rental	\$175.00	4/23/2024	general - Attack Pack Volleyball	04 11 24 rct
15315R	101-41000-3103	Sales Tax	\$7.88	4/23/2024	general - shelter rental tax	04 11 24 rct
15316R	602-49450-3720	Sewer Sales	\$743.07	4/23/2024	sewer - Apr 24 rct	04 11 24 rct
15316R	601-49400-3710	Water Sales	\$586.77	4/23/2024	water dept - Apr 24 rct	04 11 24 rct
15316R	605-43160-3740	Electricity Sales	\$5.09	4/23/2024	EU - Apr 24 rct	04 11 24 rct
15316R	606-49450-3728	Sewer Replacement Fund	\$15.74	4/23/2024	SRF - Apr 24 rct	04 11 24 rct
15317R	101-41000-3210	Business Licenses/Permits	\$100.00	4/23/2024	general - LRS of Mn	04 12 24 rct
15318R	101-41000-3221	Building Permits	\$101.00	4/23/2024	general - Star Plmb	04 12 24 rct
15319R	101-41000-3221	Building Permits	\$101.00	4/23/2024	general - Go Permits	04 12 24 rct
15320R	101-41000-3221	Building Permits	\$202.00	4/23/2024	general - DD Exteriors	04 12 24 rct
15321R	450-41000-3340	Cable TV Franchise Fee	\$626.52	4/23/2024	CIP - general, Midco	04 12 24 rct
15322R	101-41000-3221	Building Permits	\$101.00	4/23/2024	general - Your Home	04 12 24 rct
15323R	606-49450-3728	Sewer Replacement Fund	\$45.23	4/23/2024	SRF - Apr 24 rct	04 12 24 rct
15323R	602-49450-3720	Sewer Sales	\$1,145.52	4/23/2024	sewer - Apr 24 rct	04 12 24 rct
15323R	605-43160-3740	Electricity Sales	\$19.17	4/23/2024	EU - Apr 24 rct	04 12 24 rct
15323R	601-49400-3710	Water Sales	\$1,144.84	4/23/2024	water dept - Apr 24 rct	04 12 24 rct
15323R	601-49400-3130	General Sales and Use Tax	\$15.73	4/23/2024	water dept - Apr 24 rct	04 12 24 rct
15324R	101-41000-3221	Building Permits	\$101.00	4/23/2024	general - Augusta Plmb	04 15 24 rct
15326R	605-43160-3740	Electricity Sales	\$10.00	4/23/2024	EU - Apr 24 rct	04 15 24 rct

***Receipt Book**

April 2024

Refer	Account	Last Dim Descr	Amount	Tran Date	Comments	Batch Name
15326 R	602-49450-3720	Sewer Sales	\$364.34	4/23/2024	sewer - Apr 24 rct	04 15 24 rct
15326 R	607-41000-3710	Storm Sewer Sales	\$65.00	4/23/2024	SW - Apr 24 rct	04 15 24 rct
15326 R	606-49450-3728	Sewer Replacement Fund	\$11.37	4/23/2024	SRF - Apr 24 rct	04 15 24 rct
15326 R	601-49400-3710	Water Sales	\$352.49	4/23/2024	water dept - Apr 24 rct	04 15 24 rct
15328 R	101-41000-3221	Building Permits	\$101.00	4/23/2024	general - Committed 365	04 16 24 rct
15329 R	101-41000-3210	Business Licenses/Permits	\$2,200.00	4/23/2024	general - Legion	04 16 24 rct
15330 R	101-41000-3340	Electric Permits	\$36.00	4/23/2024	general - Carlson & Sons	04 16 24 rct
15331 R	101-41000-3340	Electric Permits	\$71.00	4/23/2024	general - Spartan Elec	04 16 24 rct
15332 R	101-41000-3340	Electric Permits	\$36.00	4/23/2024	general - Erickson Elec	04 16 24 rct
15333 R	101-41000-3225	Park Shelter Rental	\$175.00	4/23/2024	general - H Langer	04 17 24 rct
15333 R	101-41000-3103	Sales Tax	\$7.88	4/23/2024	general - shelter rental tax	04 17 24 rct
15334 R	101-41000-3340	Electric Permits	\$136.00	4/23/2024		04 16 24 rct
15334 R	101-41000-3340	Electric Permits	\$136.00	4/23/2024	general - J Becker	04 16 24 rct
15335 R	601-49400-3710	Water Sales	\$3,832.87	4/23/2024	water dept - Apr 24 rct	04 16 24 rct
15335 R	607-41000-3710	Storm Sewer Sales	\$57.60	4/23/2024	SW - Apr 24 rct	04 16 24 rct
15335 R	602-49450-3720	Sewer Sales	\$4,094.80	4/23/2024	sewer - Apr 24 rct	04 16 24 rct
15335 R	606-49450-3728	Sewer Replacement Fund	\$170.50	4/23/2024	SRF - Apr 24 rct	04 16 24 rct
15335 R	601-49400-3130	General Sales and Use Tax	\$27.93	4/23/2024	water dept - Apr 24 rct	04 16 24 rct
15335 R	605-43160-3740	Electricity Sales	\$28.07	4/23/2024	EU - Apr 24 rct	04 16 24 rct
15337 R	101-41000-3103	Sales Tax	\$7.88	4/23/2024	general - shelter rental tax	04 17 24 rct
15337 R	101-41000-3225	Park Shelter Rental	\$175.00	4/23/2024	general - P Sezegied	04 17 24 rct
15339 R	101-41000-3340	Electric Permits	\$36.00	4/23/2024	general - Router Country Elec	04 17 24 rct
15340 R	101-41000-3225	Park Shelter Rental	\$175.00	4/23/2024	general - G F	04 17 24 rct
15340 R	101-41000-3103	Sales Tax	\$7.88	4/23/2024	general - shelter rental tax	04 17 24 rct
15341 R	101-41000-3225	Park Shelter Rental	\$150.00	4/23/2024	general - B Studinski	04 17 24 rct
15341 R	101-41000-3103	Sales Tax	\$7.88	4/23/2024	general - shelter rental tax	04 17 24 rct
15342 R	601-49400-3710	Water Sales	\$1,003.88	4/23/2024	water dept - Apr 24 rct	04 17 24 rct
15342 R	605-43160-3740	Electricity Sales	\$28.00	4/23/2024	EU - Apr 24 rct	04 17 24 rct
15342 R	606-49450-3728	Sewer Replacement Fund	\$35.78	4/23/2024	SRF - Apr 24 rct	04 17 24 rct
15342 R	602-49450-3720	Sewer Sales	\$1,028.32	4/23/2024	sewer - Apr 24 rct	04 17 24 rct
15343 R	101-41000-3103	Sales Tax	\$7.88	4/23/2024	general - shelter rental tax	04 18 24 rct
15343 R	101-41000-3225	Park Shelter Rental	\$150.00	4/23/2024	general - J Baartman	04 18 24 rct
15344 R	606-49450-3728	Sewer Replacement Fund	\$26.32	4/23/2024	SRF - Apr 24 rct	04 18 24 rct
15344 R	602-49450-3720	Sewer Sales	\$562.03	4/23/2024	sewer - Apr 24 rct	04 18 24 rct
15344 R	605-43160-3740	Electricity Sales	\$6.00	4/23/2024	EU - Apr 24 rct	04 18 24 rct
15344 R	601-49400-3710	Water Sales	\$653.48	4/23/2024	water dept - Apr 24 rct	04 18 24 rct
15346 R	101-41000-3225	Park Shelter Rental	\$175.00	4/23/2024	general - A Kunkel	04 19 24 rct
15346 R	101-41000-3103	Sales Tax	\$7.88	4/23/2024	general - shelter rental tax	04 19 24 rct
15347 R	101-41000-3221	Building Permits	\$101.00	4/23/2024	general - H&S	04 19 24 rct
15348 R	101-41000-3210	Business Licenses/Permits	\$2,300.00	4/23/2024	general - Hayloft	04 19 24 rct
15349 R	607-41000-3710	Storm Sewer Sales	\$28.80	4/23/2024	SW - Apr 24 rct	04 19 24 rct
15349 R	601-49400-3710	Water Sales	\$2,162.58	4/23/2024	water dept - Apr 24 rct	04 19 24 rct
15349 R	601-49400-3130	General Sales and Use Tax	\$29.88	4/23/2024	water dept - Apr 24 rct	04 19 24 rct
15349 R	605-43160-3740	Electricity Sales	\$34.04	4/23/2024	EU - Apr 24 rct	04 19 24 rct
15349 R	606-49450-3728	Sewer Replacement Fund	\$90.14	4/23/2024	SRF - Apr 24 rct	04 19 24 rct
15349 R	602-49450-3720	Sewer Sales	\$2,161.19	4/23/2024	sewer - Apr 24 rct	04 19 24 rct
15350 R	450-41000-3130	General Sales and Use Tax	\$47,750.00	4/24/2024	CIP - general, sales tax	04 23 24 rct
15351 R	101-41000-3103	Sales Tax	\$7.88	4/24/2024	general - shelter rental tax	04 23 24 rct
15351 R	101-41000-3225	Park Shelter Rental	\$150.00	4/24/2024	general - E Grom	04 23 24 rct
15352 R	101-41000-3221	Building Permits	\$440.88	4/24/2024	general - G Statz	04 23 24 rct

City of St. Augusta
*Receipt Book

April 2024

Refer	Account	Last Dim Descr	Amount	Tran Date	Comments	Batch Name
	15353 R 101-41000-3221	Building Permits	\$101.00	4/24/2024	general - Results	04 23 24 rct
	15354 R 602-49450-3720	Sewer Sales	\$2,135.60	4/24/2024	sewer - Apr 24 rct	04 23 24 rct
	15354 R 601-49400-3710	Water Sales	\$2,087.46	4/24/2024	water dept - Apr 24 rct	04 23 24 rct
	15354 R 601-49400-3130	General Sales and Use Tax	\$5.25	4/24/2024	water dept - Apr 24 rct	04 23 24 rct
	15354 R 605-43160-3740	Electricity Sales	\$52.77	4/24/2024	EU - Apr 24 rct	04 23 24 rct
	15354 R 606-49450-3728	Sewer Replacement Fund	\$76.81	4/24/2024	SRF - Apr 24 rct	04 23 24 rct
Grand Total			\$120,414.75			

***Check Summary Register©**

Checks 04/04/24-05/07/24

Name	Check Date	Check Amt	
10100 STATE BANK OF KIMBAL			
24995e STEARNS ELECTRIC ASSOCIATI	4/9/2024	\$1,766.82	fire dept - fire hall
24996e BLUE CROSS BLUE SHIELD	4/23/2024	\$3,758.24	Chad - employer paid insurance
24997e STEARNS ELECTRIC ASSOCIATI	4/23/2024	\$1,730.89	fire dept - fire hall
24998e PERA	4/24/2024	\$2,127.38	emp pd pera
24999e STATE BANK OF KIMBALL	4/24/2024	\$3,795.92	941 taxes
25000e JOHN HANCOCK	4/24/2024	\$1,150.00	g - pay 8 24 def comp Rasmuson
25001e IRS	4/25/2024	\$413.16	general - McCabe pay 24.1 2023
25002e US BANK FEES	4/25/2024	\$10.00	general - US Bank user fee
25003e ELAVON GCFINC	4/25/2024	\$34.18	general - calculator tape
25006e MN DEPT OF REVENUE	4/25/2024	\$1,366.35	emp pd state taxes
25007e STATE BANK OF KIMBALL	4/25/2024	\$220.61	941 taxes
25008e US BANK BAHR	4/30/2024	\$182.18	fire dept - supplies, Bound Tree Medical
25009e US BANK BLASHACK	4/30/2024	\$210.53	pw dept - gas Apr 2024
25010e US BANK HOLLERMANN	4/30/2024	\$651.07	pw dept - gas Apr 2024
25011e US BANK KIFFMEYER	4/30/2024	\$1,253.25	pw dept - fuel Apr 2024
25012e US BANK KRAMER	4/30/2024	\$700.56	CIP - supplies, Amazon
25013e US BANK SCHLUETER	4/30/2024	\$1,814.34	CIP - fire dept, supplies, Border States
25014e US BANK RASMUSON	4/30/2024	\$495.18	general - hall telephone, Midco
25015e US BANK MCCABE	4/30/2024	\$2,044.89	general - Zenzen conf, LMC
25555 BLASHACK, CHAD C.	4/10/2024	\$1,735.94	
25556 HILL, MARY M	4/10/2024	\$872.32	
25557 HOLLERMANN, PAUL A.	4/10/2024	\$1,663.60	
25558 KIFFMEYER, MARK G.	4/10/2024	\$1,651.61	
25559 McCABE, WILLIAM R.	4/10/2024	\$2,877.51	
25560 RASMUSON, TERESA M.	4/10/2024	\$215.49	
25561 SCHLUETER, STEVEN F.	4/10/2024	\$185.62	
25562 BLASHACK, CHAD C.	4/24/2024	\$1,735.94	
25563 HILL, MARY M	4/24/2024	\$889.74	
25564 HOLLERMANN, PAUL A.	4/24/2024	\$1,663.60	
25565 KIFFMEYER, MARK G.	4/24/2024	\$1,651.61	
25566 McCABE, WILLIAM R.	4/24/2024	\$2,877.51	
25567 RASMUSON, TERESA M.	4/24/2024	\$228.96	
25568 SCHLUETER, STEVEN F.	4/24/2024	\$112.39	
25569 KRAMER, JOSEPH S.	4/24/2024	\$770.69	
25570 BILL MCCABE	4/25/2024	\$154.60	g - McCabe rx
25571 AFLAC	5/7/2024	\$515.48	g - employee paid insurance
25572 ZAYO GROUP	5/7/2024	\$309.08	sewer dept - telephone
25573 BLUE STAR PLUMBING	5/7/2024	\$149.50	water dept - install new meter valve
25574 BOLTON AND MENK	5/7/2024	\$14,978.50	general - planning related to comp plan update
25575 CENTER POINT ENERGY	5/7/2024	\$292.66	fire dept - gas usage
25576 CITY OF ST. CLOUD	5/7/2024	\$26,348.64	water dept - Feb 24 usage
25577 COLLABORATIVE PLANNING LLC	5/7/2024	\$630.00	general - Rice IUP
25578 COMPASS MINERALS AMERICA I	5/7/2024	\$2,550.43	pw dept - bulk coarse
25579 COURI & RUPPE PLLP	5/7/2024	\$1,752.50	general - Emerald Ponds Quad
25580 CRESCENT INVESTIGATIVE SER	5/7/2024	\$100.00	general - background checks Howard, Hanebut
25581 DAVID VOIGT	5/7/2024	\$182.88	parks dept - park cancellation
25582 F.I.R.E.	5/7/2024	\$650.00	fire dept - fire ground operations hose deploym
25583 FLOW MEASUREMENT CONTRO	5/7/2024	\$782.00	water dept - pipe certification
25584 GALLS	5/7/2024	\$19.98	fire dept - nametag
25585 GRANITE ELECTRONICS	5/7/2024	\$2,390.00	CIP - fire dept, 5 minitor radios
25586 INSPECTRON	5/7/2024	\$27,926.93	general - 1st qtr 2024 building inspections
25587 LMCIT	5/7/2024	\$32,178.00	general - 2024 insurance
25588 MARCO	5/7/2024	\$104.52	general - copier contract

***Check Summary Register©**

Checks 04/04/24-05/07/24

	Name	Check Date	Check Amt	
25589	MN DEPT OF LABOR & INDUSTR	5/7/2024	\$1,429.44	general - 1st qtr 2024 surcharge
25590	MN STATE COMMUNITY & TECH	5/7/2024	\$150.00	fire dept - fire school J Huehn
25591	MOMENTUM TRUCK GROUP	5/7/2024	\$31.44	fire dept - repairs
25592	NORTH STAR SIGNS & ENGRAVI	5/7/2024	\$59.00	general - pc name plates
25593	RMB ENVIRONMENTAL LABORA	5/7/2024	\$113.91	sewer dept - ww effluent
25594	GANNETT MN LOCALIQ	5/7/2024	\$164.50	general - Quad Holdings
25595	STEARNS COUNTY AUDITOR/TR	5/7/2024	\$7,650.00	general - 1st half 2024 contract
25596	TRAUT COMPANIES	5/7/2024	\$70.00	water dept - sample #'s 240443 & 240444
25597	TRI-COUNTY HUMANE SOCIETY	5/7/2024	\$375.00	general - 4th qtr 23 and 1st qtr 24 boarding
25598	WEST CENTRAL SANITATION	5/7/2024	\$391.82	general - garbage service
25599	XCEL ENERGY	5/7/2024	\$394.58	general - city hall usage Mar 24
25600	ZOLL MEDICAL	5/7/2024	\$365.26	CIP - fire dept, Ped sensor
	Total Checks		\$166,068.73	

Michael G. Zenzen

FILTER: [Check Date] between #04/04/24# and #05/07/24# and [Check Nbr]>0 and [Cash Act]='10100'

***Check Detail Register©**

Batch: May 07 24 cc mtg

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
10100 STATE BANK OF KIMBAL					
25571	05/07/24	AFLAC			
G 101-21710		Other Deductions	\$364.40	680057	g - employee paid insurance
G 601-21710		Other Deductions	\$75.54	680057	g - employee paid insurance
G 602-21710		Other Deductions	\$75.54	680057	g - employee paid insurance
		Total	\$515.48		
25572 05/07/24 ZAYO GROUP					
E 602-49450-321		Telephone	\$309.08		sewer dept - telephone
		Total	\$309.08		
25573 05/07/24 BLUE STAR PLUMBING					
E 601-49400-430		Miscellaneous	\$74.75		water dept - install new meter valve
E 602-49450-430		Miscellaneous	\$74.75		sewer dept - install new meter valve
		Total	\$149.50		
25574 05/07/24 BOLTON AND MENK					
E 101-41000-307		Planning (GENERAL)	\$14,978.50		general - planning related to comp plan update
		Total	\$14,978.50		
25575 05/07/24 CENTER POINT ENERGY					
E 101-42270-387		Fire Dept Utilities	\$292.66		fire dept - gas usage
		Total	\$292.66		
25576 05/07/24 CITY OF ST. CLOUD					
E 601-49400-312		Water/Contract Services	\$16,747.61	AR030803	water dept - Feb 24 usage
E 602-49450-313		Sewer/Contract Services	\$4,614.77	AR030803	sewer dept - Feb 24 usage
E 602-47000-602		NR2 Project - principal/int	\$4,986.26	AR030803	sewer dept - Feb 24 NR2
		Total	\$26,348.64		
25577 05/07/24 COLLABORATIVE PLANNING LLC					
E 101-41000-307		Planning (GENERAL)	\$441.00	2024-117	general - Rice IUP
E 101-41000-307		Planning (GENERAL)	\$189.00	2024-118	general - Honer IUP
		Total	\$630.00		
25578 05/07/24 COMPASS MINERALS AMERICA INC.					
E 101-41130-220		Repair/Maint Supply	\$2,550.43	1325087	pw dept - bulk coarse
		Total	\$2,550.43		
25579 05/07/24 COURI & RUPPE PLLP					
E 101-41000-304		Legal Fees	\$115.00		general - Emerald Ponds Quad
E 101-41000-304		Legal Fees	\$575.00		general - general
E 101-41000-304		Legal Fees	\$187.50		general - Kinfe River IUP
E 101-41000-304		Legal Fees	\$62.50		general - Pleasureland
E 101-41000-304		Legal Fees	\$562.50		general - Reinert Zoning request
E 101-41000-304		Legal Fees	\$250.00		general - Rice IUP
		Total	\$1,752.50		
25580 05/07/24 CRESCENT INVESTIGATIVE SERVICES					
E 101-42270-430		Miscellaneous	\$100.00	2318	general - background checks Howard, Hanebuth

***Check Detail Register©**

Batch: May 07 24 cc mtg

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
			Total	\$100.00	
25581	05/07/24	DAVID VOIGT			
E 101-45200-342		Refunds	\$182.88		parks dept - park cancellation
			Total	\$182.88	
25582	05/07/24	F.I.R.E.			
E 101-42270-208		Training, Inst., Travel	\$650.00	6806	fire dept - fire ground operations hose deployment
			Total	\$650.00	
25583	05/07/24	FLOW MEASUREMENT CONTROL CO			
E 601-49400-210		Operating Supplies (GEN	\$391.00	0324037	water dept - pipe certification
E 602-49450-210		Operating Supplies (GEN	\$391.00	0324037	sewer dept - pipe certification
			Total	\$782.00	
25584	05/07/24	GALLS			
E 101-42270-389		uniforms	\$9.99	027715707	fire dept - nametagq
E 101-42270-389		uniforms	\$9.99	027780439	fire dept - nametag
			Total	\$19.98	
25585	05/07/24	GRANITE ELECTRONICS			
E 450-42270-737		radios	\$2,390.00	2242741	CIP - fire dept, 5 minitor radios
			Total	\$2,390.00	
25586	05/07/24	INSPECTRON			
E 101-41220-300		support services	\$27,926.93	1224	general - 1st qtr 2024 building inspections
			Total	\$27,926.93	
25587	05/07/24	LMCIT			
E 101-41000-160		Insurance (bldgs/equip)	\$8,603.02		general - 2024 insurance
E 101-41130-160		Insurance (bldgs/equip)	\$5,088.61		pw dept - 2024 insurance
E 101-45200-160		Insurance (bldgs/equip)	\$5,623.76		parks dept - 2024 insurance
E 101-42270-160		Insurance (bldgs/equip)	\$8,234.52		fire dept - 2024 insurance
E 601-49400-162		General Prop/Equip Ins.	\$2,314.05		water dept - 2024 insurance
E 602-49450-162		General Prop/Equip Ins.	\$2,314.04		sewer dept - 2024 insurance
			Total	\$32,178.00	
25588	05/07/24	MARCO			
E 101-41000-300		support services	\$104.52		general - copier contract
			Total	\$104.52	
25589	05/07/24	MN DEPT OF LABOR & INDUSTRY			
E 101-41220-722		Bldg Permit Surcharge	\$1,429.44		general - 1st qtr 2024 surcharge
			Total	\$1,429.44	
25590	05/07/24	MN STATE COMMUNITY & TECH			
E 101-42270-208		Training, Inst., Travel	\$150.00		fire dept - fire school J Huehn
			Total	\$150.00	
25591	05/07/24	MOMENTUM TRUCK GROUP			
E 101-42270-220		Repair/Maint Supply	\$31.44	FC10020240	fire dept - repairs

***Check Detail Register©**

Batch: May 07 24 cc mtg

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
Total			\$31.44		
25592	05/07/24	NORTH STAR SIGNS & ENGRAVING			
E 101-41000-200		Office Supplies (GENERA	\$59.00	26564	general - pc name plates
Total			\$59.00		
25593	05/07/24	RMB ENVIRONMENTAL LABORATORIES			
E 602-49450-316		Sample Analysis	\$113.91	D057929	sewer dept - ww effluent
Total			\$113.91		
25594	05/07/24	GANNETT MN LOCALIQ			
E 101-41000-203		Legal Notice Publication	\$83.28	0006318417	general - Quad Holdings
E 101-41000-203		Legal Notice Publication	\$81.22	0006318417	general - board of review
Total			\$164.50		
25595	05/07/24	STEARNS COUNTY AUDITOR/TREAS			
E 101-41000-306		Police/Sheriff (contract)	\$7,650.00	2024-000000	general - 1st half 2024 contract
Total			\$7,650.00		
25596	05/07/24	TRAUT COMPANIES			
E 601-49400-316		Sample Analysis	\$70.00	367973	water dept - sample #'s 240443 & 240444
Total			\$70.00		
25597	05/07/24	TRI-COUNTY HUMANE SOCIETY			
E 101-41000-625		Animal Impound	\$375.00		general - 4th qtr 23 and 1st qtr 24 boarding
Total			\$375.00		
25598	05/07/24	WEST CENTRAL SANITATION			
E 101-41000-384		Refuse/Garbage Disposal	\$305.66		general - garbage service
E 101-42270-384		Refuse/Garbage Disposal	\$86.16		fire dept - garbage service
Total			\$391.82		
25599	05/07/24	XCEL ENERGY			
E 101-41000-383		Gas Utilities	\$394.58		general - city hall usage Mar 24
Total			\$394.58		
25600	05/07/24	ZOLL MEDICAL			
E 450-42270-430		Miscellaneous	\$365.26	3933746	CIP - fire dept, Ped sensor
Total			\$365.26		
10100			\$123,056.05		

Fund Summary

10100 STATE BANK OF KIMBAL	
101 GENERAL FUND	\$87,748.49
450 CAPITAL PROJECT FUND	\$2,755.26
601 WATER FUND	\$19,672.95
602 SEWER FUND	\$12,879.35
	\$123,056.05

Michael G. Zenzen

***Check Detail Register©**

Batch: May 24 USBank

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
10100 STATE BANK OF KIMBAL					
25008 e	04/30/24	US BANK BAHR			
E 101-42270-232		EMS Supplies	\$50.57		fire dept - supplies, Bound Tree Medical
E 101-42270-232		EMS Supplies	\$131.61		fire dept - supplies, Bound Tree Medical
		Total	\$182.18		
25009 e	04/30/24	US BANK BLASHACK			
E 101-41130-212		Motor Fuels	\$175.53		pw dept - gas Apr 2024
E 601-49400-200		Office Supplies (GENERA	\$35.00		water dept - test strips, Traut
		Total	\$210.53		
25010 e	04/30/24	US BANK HOLLERMANN			
E 101-41130-212		Motor Fuels	\$477.33		pw dept - gas Apr 2024
E 101-41000-200		Office Supplies (GENERA	\$151.72		general - office supplies, Office Depot
E 101-45200-220		Repair/Maint Supply	\$22.02		parks dept - supplies, Fleet Farm
		Total	\$651.07		
25011 e	04/30/24	US BANK KIFFMEYER			
E 101-41130-212		Motor Fuels	\$260.00		pw dept - fuel Apr 2024
E 101-45200-220		Repair/Maint Supply	\$40.00		parks dept - supplies, Midway Iron
E 101-45200-220		Repair/Maint Supply	\$262.93		parks dept - supplies, Fleet Farm
E 101-45200-220		Repair/Maint Supply	\$71.82		parks dept - supplies, Fleet Farm
E 101-45200-220		Repair/Maint Supply	\$6.31		parks dept - supplies, Fleet Farm
E 101-45200-220		Repair/Maint Supply	\$612.19		parks dept - supplies, Mendards
		Total	\$1,253.25		
25012 e	04/30/24	US BANK KRAMER			
E 450-42270-430		Miscellaneous	\$348.86		CIP - supplies, Amazon
E 101-42270-200		Office Supplies (GENERA	\$172.33		fire dept - emails, Google
E 101-42270-200		Office Supplies (GENERA	\$179.37		fire dept - supplies, Office Depot
		Total	\$700.56		
25013 e	04/30/24	US BANK SCHLUETER			
E 450-42270-430		Miscellaneous	\$338.25		CIP - fire dept, supplies, Border States
E 450-42270-430		Miscellaneous	\$1,431.75		CIP - fire dept, supplies, Border States
E 101-42270-220		Repair/Maint Supply	\$44.34		fire dept - supplies, Border States
		Total	\$1,814.34		
25014 e	04/30/24	US BANK RASMUSON			
E 101-41000-321		Telephone	\$170.12		general - hall telephone, Midco
E 101-41000-323		Internet	\$93.00		general - hall interent, Midco
E 101-42270-321		Telephone	\$152.06		fire dept - telephone, Midco
E 101-42270-323		Internet	\$80.00		fire dept - telephone, Midco
		Total	\$495.18		
25015 e	04/30/24	US BANK MCCABE			
E 101-41110-331		Travel Expenses	\$850.00		general - Zenzen conf, LMC
E 101-41110-331		Travel Expenses	\$275.00		general - Schmitz conf, LMC
E 101-41110-331		Travel Expenses	\$360.00		general - Zenzen conf, Coalition Greater Mn
E 101-41000-208		Training, Inst., Travel	\$20.00		general - McCabe loss control, LMC

***Check Detail Register©**

Batch: May 24 USBank

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
E 101-41000-200		Office Supplies (GENERA	\$88.75		general - office supplies, Office Depot
E 101-41000-430		Miscellaneous	\$91.27		general - funeral flowers, Coborns
E 101-41000-208		Training, Inst., Travel	\$23.00		general - admin lunch, White Horse
E 101-41000-322		Postage	\$272.00		general - 1st class stamps, USPS
E 101-41000-430		Miscellaneous	\$0.01		general - testing
E 101-41000-200		Office Supplies (GENERA	\$64.86		general - office supplies, Menards
		Total	\$2,044.89		
		10100	\$7,352.00		

Fund Summary

10100 STATE BANK OF KIMBAL

101 GENERAL FUND	\$5,198.14
450 CAPITAL PROJECT FUND	\$2,118.86
601 WATER FUND	\$35.00
	\$7,352.00

Michael G. Zenzen

	General Fund	CIP Fund	Debt Service	SAC/WAC Fund	Water Fund	Sewer Fund	Storm Water	Sewer Debt	Street Light	ARPA Funds	Monthly Totals
Cash Balance 12/31/2023(un-audited)	\$ 1,252,830	\$ 1,759,242.86	\$ 203,777	\$ 336,561	\$ (51,810)	\$ 391,145	\$ 82,050	\$ 159,125	\$ 6,517	\$ 48,638	\$ 4,188,076
Receipts January 2024	\$ 20,628	\$ 35,351.88	\$ 683	\$ 1,229	\$ 22,176	\$ 27,673	\$ 9,423	\$ 831	\$ 376		\$ 118,372
Ex. January 2024	\$ 51,834	\$ 8,187.00			\$ 25,520	\$ 19,022	\$ 1,130		\$ 323	\$ 6,560	\$ 112,577
Receipts February 2024	\$ 31,890	\$ 3,319.59		\$ 18,000	\$ 23,210	\$ 22,437	\$ 2,784	\$ 854	\$ 365		\$ 102,860
Ex. February 2024	\$ 137,180				\$ 41,330	\$ 36,224	\$ 3,360		\$ 323	\$ 1,163	\$ 219,581
Receipts March 2024	\$ 41,898	\$ 3,983.11		\$ 60,000	\$ 20,929	\$ 21,035	\$ 1,649	\$ 717	\$ 349		\$ 150,559
Ex. March 2024	\$ 60,107				\$ 6,254	\$ 5,656	\$ 1,140				\$ 73,157
Receipts April 2024	\$ 17,754	\$ 50,376.52		\$ 12,000	\$ 19,442	\$ 19,271	\$ 568	\$ 713	\$ 290		\$ 120,415
Ex. April 2024	\$ 57,866				\$ 23,373	\$ 15,819	\$ 1,137		\$ 323	\$ 480	\$ 98,997
Receipts May 2024											\$ -
Ex. May 2024	\$ 92,582	\$ 4,874.12			\$ 19,632	\$ 12,804					\$ 129,893
Receipts June 2024											\$ -
Ex. June 2024											\$ -
Receipts July 2024											\$ -
Ex. July 2024											\$ -
Receipts August 2024											\$ -
Ex. August 2024											\$ -
Receipts September 2024											\$ -
Ex. September 2024											\$ -
Receipts October 2024											\$ -
Ex. October 2024											\$ -
Receipts November 2024											\$ -
Ex. November 2024											\$ -
Receipts December 2024											\$ -
Ex. December 2024											\$ -
Cash Balance	\$ 965,430	\$ 1,839,212.84	\$ 204,460	\$ 427,790	\$ (82,163)	\$ 392,036	\$ 89,709	\$ 162,240	\$ 6,927	\$ 40,435	\$ 4,046,077

	2024	Spent/Received	% of Budget	Remaining Amount
Revenues	Budget	As of April 30, 2024	Spent	
General Fund	\$1,121,200	\$ 123,462	11.01%	\$997,738
Capital Improvement Fund	\$993,013	\$ 122,904	12.38%	\$870,109
Water Fund	\$278,000	\$ 98,959	35.60%	\$179,041
Sewer Fund	\$275,000	\$ 106,229	38.63%	\$168,771
Sewer Debt Fund	\$12,500	\$ 3,569	28.55%	\$8,931
Street Light Fund	\$4,500	\$ 1,753	38.95%	\$2,747
WAC/SAC Improvement Fund	\$35,759	\$ 91,229	255.12%	(\$55,470)
Debt Service	\$41,000	\$ 807	1.97%	\$40,193
Storm Water	\$55,000	\$ 16,425	29.86%	\$38,575
American Rescue Plan	\$0		#DIV/0!	\$0
Total Revenues	\$2,815,972	\$ 565,337	20.08%	\$2,250,635
Expenditures				
General Fund	\$1,135,264	\$ 409,002	36.03%	\$726,262
Capital Improvement Fund	\$945,800	\$ 13,061	1.38%	\$932,739
Water Fund	\$243,864	\$ 116,205	47.65%	\$127,659
Sewer Fund	\$271,667	\$ 89,965	33.12%	\$181,702
Storm Water Utility Fund	\$36,154	\$ 6,766	18.72%	\$29,388
Street Light Fund	\$4,380	\$ 1,293	29.52%	\$3,087
WAC/SAC Improvement Fund	\$0		#DIV/0!	\$0
Debt Service	\$36,000		0.00%	\$36,000
American Rescue Plan		\$ 8,203	#DIV/0!	(\$8,203)
Total Expenditures	\$2,673,129	\$ 644,496	24.11%	\$2,028,633

General Fund				
	2024	Spent/Received	% of Budget	Remaining Amount
	Budget	As of April 30, 2024	Spent	
Administration	\$ 410,988	\$ 171,581	41.75%	\$ 239,407
Council	\$ 35,531	\$ 9,372	26.38%	\$ 26,159
Boards and Commissions	\$ 3,500	\$ 1,530	43.71%	\$ 1,970
Building Inspection	\$ 89,500	\$ 88,737	99.15%	\$ 763
Elections	\$ 12,350	\$ 1,395	11.29%	\$ 10,955
Fire	\$ 237,043	\$ 40,872	17.24%	\$ 196,171
Streets	\$ 251,432	\$ 80,065	31.84%	\$ 171,367
Parks	\$ 94,919	\$ 15,450	16.28%	\$ 79,469
Total General Fund	\$ 1,135,264	\$ 409,002	36.03%	\$ 726,261

**MINUTES OF THE CITY COUNCIL
ST. AUGUSTA, MINNESOTA
Board of Appeal and Equalization Meeting
April 2, 2024**

- CALL TO ORDER:** The meeting was called to order by Mayor Zenzen at 5:30pm.
- PRESENT:** Mayor Zenzen; Council Members Coleman, Schmitz, Backes, and Hommerding; County Assessor Jake Pidde, Assistant County Assessors Jon Springer and Adam Spah and Clerk/Administrator McCabe.
- OTHERS PRESENT:**
- OPENING COMMENTS:** Mr. Springer began by giving opening remarks about the general trend in residential (1-4%), commercial (4-6%) and agricultural (2-7%) land for the past year.
- ACTION:** Jaime and David Krupa, PID 81.43270.0110 – Mr. Springer indicated the assessed value was \$483,000 and he made adjustments to flooring and bathroom count resulting in a change of value to \$467,200.
- A motion was made to approve the changes as recommended by Mr. Springer by Mr. Schmitz, seconded by Mr. Backes. Motion carried unanimously.**
- ADJOURNMENT:** **A motion was made to adjourn at 6:10pm by Mr. Hommerding, seconded by Mr. Schmitz. Meeting Adjourned.**

Approved this 7th day of May, 2024.

Michael G. Zenzen, Mayor

Attest:

William R. McCabe, Clerk/Administrator

MINNESOTA LAWFUL GAMBLING
LG220 Application for Exempt Permit

An exempt permit may be issued to a nonprofit organization that:

- conducts lawful gambling on five or fewer days, and
- awards less than \$50,000 in prizes during a calendar year.

If total raffle prize value for the calendar year will be \$1,500 or less, contact the Licensing Specialist assigned to your county by calling 651-539-1900.

Application Fee (non-refundable)

Applications are processed in the order received. If the application is postmarked or received 30 days or more before the event, the application fee is **\$100**; otherwise the fee is **\$150**.

Due to the high volume of exempt applications, payment of additional fees prior to 30 days before your event will not expedite service, nor are telephone requests for expedited service accepted.

ORGANIZATION INFORMATION

Organization Name: ST. AUGUSTA SPORTS, INC. Previous Gambling Permit Number: X-03736

Minnesota Tax ID Number, if any: 1103710 Federal Employer ID Number (FEIN), if any: 41-1373550

Mailing Address: 24270 FORESTVIEW CIRCLE

City: SAINT AUGUSTA State: MN Zip: 56301 County: STEARNS

Name of Chief Executive Officer (CEO): DANIEL LOMMEL

CEO Daytime Phone: 320-249-2567 CEO Email: SANDYB@BISTATEINC.COM
 (permit will be emailed to this email address unless otherwise indicated below)

Email permit to (if other than the CEO): SANDYB@BISTATEINC.COM

NONPROFIT STATUS

Type of Nonprofit Organization (check one):

Fraternal Religious Veterans Other Nonprofit Organization

Attach a copy of one of the following showing proof of nonprofit status:

(DO NOT attach a sales tax exempt status or federal employer ID number, as they are not proof of nonprofit status.)

- A current calendar year Certificate of Good Standing**
 Don't have a copy? Obtain this certificate from:
 MN Secretary of State, Business Services Division
 60 Empire Drive, Suite 100
 St. Paul, MN 55103
 Secretary of State website, phone numbers:
www.sos.state.mn.us
 651-296-2803, or toll free 1-877-551-6767
- IRS income tax exemption (501(c)) letter in your organization's name**
 Don't have a copy? To obtain a copy of your federal income tax exempt letter, have an organization officer contact the IRS toll free at 1-877-829-5500.
- IRS - Affiliate of national, statewide, or international parent nonprofit organization (charter)**
 If your organization falls under a parent organization, attach copies of both of the following:
 1. IRS letter showing your parent organization is a nonprofit 501(c) organization with a group ruling; and
 2. the charter or letter from your parent organization recognizing your organization as a subordinate.

GAMBLING PREMISES INFORMATION

Name of premises where the gambling event will be conducted (for raffles, list the site where the drawing will take place): ST. AUGUSTA AMERICAN LEGION POST 621

Physical Address (do not use P.O. box): 1894 247TH STREET

Check one:
 City: SAINT AUGUSTA Zip: 56301 County: STEARNS
 Township: _____ Zip: _____ County: _____

Date(s) of activity (for raffles, indicate the date of the drawing): JULY 13, 2024

Check each type of gambling activity that your organization will conduct:

Bingo Paddlewheels Pull-Tabs Tipboards Raffle

Gambling equipment for bingo paper, bingo boards, raffle boards, paddlewheels, pull-tabs, and tipboards must be obtained from a distributor licensed by the Minnesota Gambling Control Board. EXCEPTION: Bingo hard cards and bingo ball selection devices may be borrowed from another organization authorized to conduct bingo. To find a licensed distributor, go to www.mn.gov/gcb and click on **Distributors** under the **List of Licensees** tab, or call 651-539-1900.



St. Augusta Fire Department

Physical Address: 23415 43rd Ave.

Mailing Address: 1914 250th St. * St. Augusta, MN 56301

Phone: (320) 258-0240 * Fax: (320) 258-0239

E-mail: fire.hall@staugustafd.org

Fire Chief: Joe Kramer * Asst. Fire Chief: Shawn Steinhofner

March 2024 Run report

Emergency calls as of report date:

- 3-2-24 Medical
- 3-9-24 Fire
- 3-11-24 Medical
- 3-18-24 Medical
- 3-19-24 Fire
- 3-21-24 Fire
- 3-21-24 Medical
- 3-25-24 Medical

8 calls for March

34 calls for 2024 (19 calls as of this date last year)

Monthly training:

March's training was our annual relief meeting. Fire Inc also held a Hazmat and monitoring class.



PROPOSAL FOR 2024 STREET SWEEPING

11079 LAMONT AVE. NE HANOVER, MN 55341 PHONE: (736)391-6622 FAX: (736)391-6627

DATE SUBMITTED: 03/14/2024

WE HEREBY SUBMIT THE FOLLOWING ITEMS FOR BID:

TOTAL \$130.00 PER HOUR PER BROOM

CITY OF ST AUGUSTA

1914 250TH ST,

ST AUGUSTA, MN 56301

ATT: BILL MCCABE

PHONE: 320-654-0387

FAX: 320-654-1686

EMAIL: BMCCABE@STAUGUSTAMN.COM

LOOKING FOR THE FOLLOWING INFORMATION:

NUMBER OF BROOMS: 2

ESTIMATED START DATE: _____ ESTIMATED NUMBERS OF DAYS: _____

WORK HOURS:

WATER AVAILABILTY: PROVIDED BY CITY

LOCATION/ADDRESS TO MEET:

ONSITE FOREMAN- CONTACT WITH CELL NUMBER:

DISPOSAL OF SWEEPING AND TRUCK PROVIDED BY: CITY

JACK E. PEARSON

PRESIDENT

ON CALL SWEEPING



Estimate

Date	Estimate #
4/30/2024	232149

P.O. Box 128 Elk River, MN 55330

Name / Address
City of St. Augusta ATTN: Mark

Description	Qty	Cost	Total
RE: Mark, sweeping the city of St. Augusta			
Hourly Street Sweeping (2 Sweepers)	1	160.00	160.00
Hourly Dump Truck to haul away materials	1	120.00	120.00

24 Hour Dispatch: 612-366-3067
oncallsweepingoffice@gmail.com
Office: 612-508-0836

Customer Signature _____



Two Carlson Parkway
Suite 110
Plymouth, MN 55447
P: 612-355-7726



April 30, 2024

Honorable Mayor and Council Members
Bill McCabe, City Administrator
City of St. Augusta
1914 – 250th Street
St. Augusta, MN 56301

RE: 2024 Street Improvements
City of St. Augusta
Contract Amendments
Moore No. 21008I

Honorable Mayor and Members of the Council,

Pursuant to the February 2, 2024 recommendation of notice of award, the 2024 Street Improvements project OMG Midwest dba Minnesota Paving & Materials was awarded a construction contract for the base bid, alternate(s) A, B, & C.

Due to positive unit bid costs related to the project, not only were all the alternate bid locations awarded it has been proposed to add additional work to the project which includes Galant Road and the 60th Avenue cul-de-sac with a 2-inch mill and overlay treatment. Attached to this letter is the additional project area exhibit.

The Contractor has reviewed the additional project area and has agreed to provide their costs to change order this additional work into the contract at the unit prices in the original bid. The estimated construction cost associated with the additional project area is \$75,000.00.

To determine the final quantities required for the change order there is additional engineering required to develop the design, manage the administration of the contract in addition to the construction work. In addition to the additional project work, the engineering amendment also includes the alternate work (Alternates A, B & C) awarded with the original contract that was not included in the original task order.

Attached to this letter is the Amendment to Task Order No. 1 which details the additional services as described above. The additional services included in the amendment total \$116,762.00.

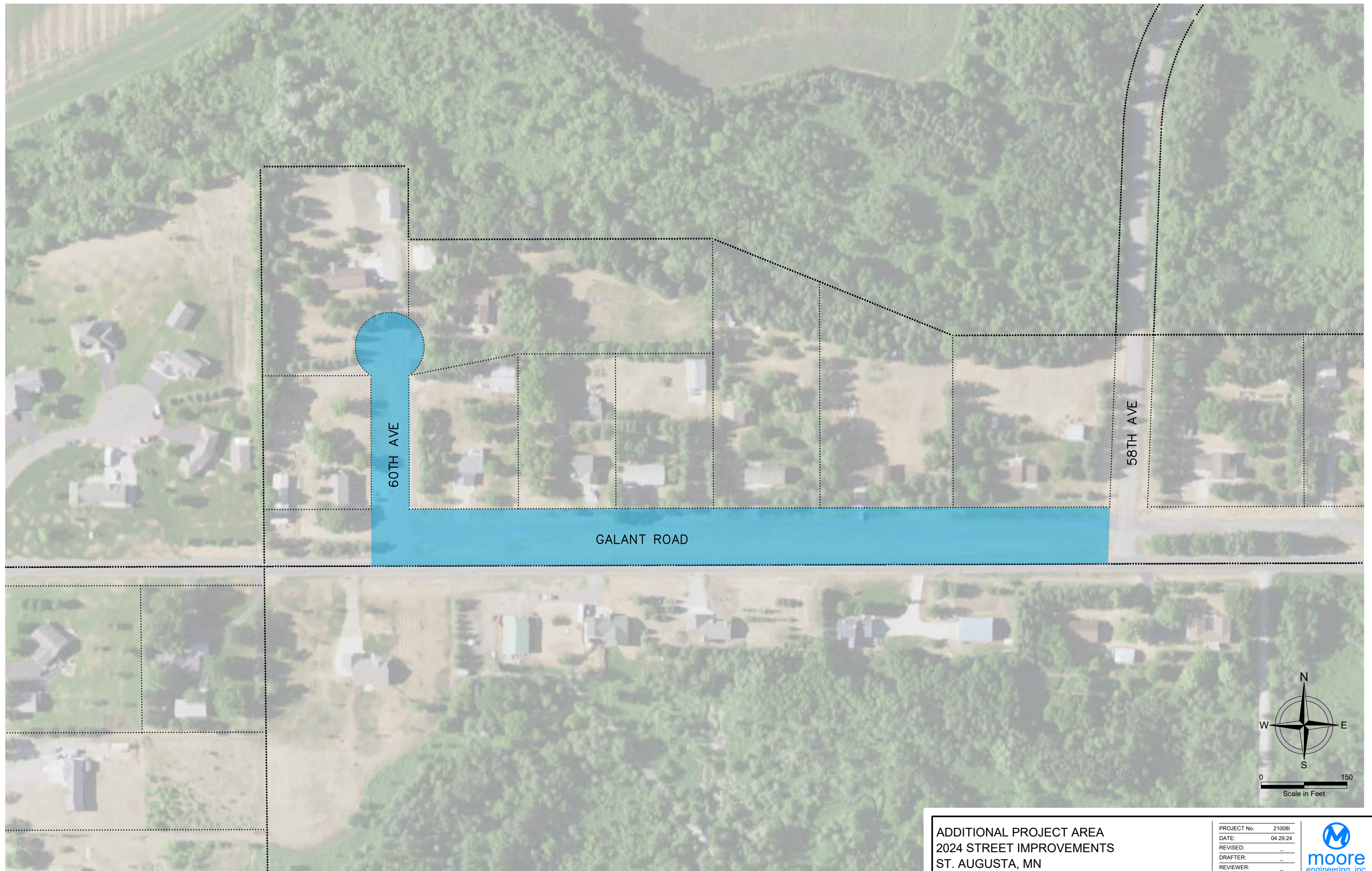
It is requested that the Council consider this amendment with the understanding that it will lead to a final change order to officially add the additional work to the construction contract of the 2024 Street Improvements.

Please feel free to contact me with any questions or comments at 218.998.4041.

Sincerely,

Tyson Hajicek, PE

Enclosures (Project Area Exhibit (4/29/2024), Amendment to Task Order No. 1 – August 16, 2024)



ADDITIONAL PROJECT AREA
2024 STREET IMPROVEMENTS
ST. AUGUSTA, MN

PROJECT No.	21008
DATE:	04.29.24
REVISED:	-
DRAFTER:	-
REVIEWER:	-



This is **EXHIBIT B**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order** dated August 16, 2023.

Amendment To Task Order No. 1

1. Background Data:

- a. Effective Date of **Task Order**: August 16, 2023
- b. Owner: City of St. Augusta
- c. Engineer: Moore Engineering, Inc.
- d. Specific Project: St. Augusta, MN – 2024 Street Improvements

2. Description of Modifications

- a. Engineer shall perform the following Additional Services:
 - Boundary/Topographic Survey, Design, Construction Contract Administration, Resident Project Representative for the additional Galant Road and 60th Avenue project areas.
 - Construction Contract Administration, Resident Project Representative services for alternates 1, 2, and 3 selected by the City of St. Augusta.
 - Geotechnical Report Provided by Moore Engineering subconsultant ITT.
- b. For the Additional Services or the modifications to services set forth above, Owner shall pay Engineer the following additional compensation:
 - Boundary/Topographic Survey - \$5,000 Lump Sum
 - Design Services -\$15,000 Lump Sum
 - Construction Contract Administration Services - \$30,000 Lump Sum
 - Resident Project Representative Services - \$60,000 Lump Sum
 - Geotechnical Report - \$6,762 (Lump Sum)

3. Task Order Summary (Reference only)

a.	Original Task Order amount:	\$278,500
b.	Net change for prior amendments:	\$0
c.	This amendment amount:	\$116,762
d.	Adjusted Task Order amount:	\$395,262

The foregoing **Task Order** Summary is for reference only and does not alter the terms of the **Task Order**, including those set forth in Exhibit C.

Owner and Engineer hereby agree to modify the above-referenced **Task Order** as set forth in this Amendment. All provisions of the Agreement and Task Order not modified by this, or previous Amendments remain in effect. The Effective Date of this Amendment is April 30, 2024.

OWNER:

By: _____

Title: City Administrator

Date
Signed: _____

ENGINEER:

By:  _____

Title: Chief Operations Officer

Date 4-30-24
Signed: _____

Girl Scout troop 307
of St. Augusta MN

To whom it may concern,

St. Augusta Girl Scout Troop 307 is working on completing our Silver Award project. This letter serves as a formal request, from Troop 307, for your consideration in allowing a Gaga Ball Pit to be installed at Kiffmeyer Park.

The Girl Scout Program is the nation's premier entrepreneurship program enabling girls to develop a variety of skills they use throughout their lives. One of the most respected and achieved awards that a Girl Scout can earn is the Silver Award. Through this activity, girls learn how to work as a team, set goals, develop plans for reaching those goals, and doing what it takes to achieve those goals. This Silver Award is directly related to our mission of helping all girls realize their full potential and become strong, confident, and resourceful citizens. This project will be fully funded and constructed by Girl Scout Troop 307. We will take care of everything. The only thing we need from you is the space. Ideally, we'd like to build it in the flat area by the basketball court and volleyball area, near the shelter.

Gaga Ball is a family friendly game and will provide another activity for people of all ages to enjoy at the park. In addition, we would like to provide a Little Free Library style ball rack with Gaga balls, volleyballs, and basketballs. This will open up all of the games to visitors, even if they didn't come prepared with the equipment.

St. Augusta Girl Scout Troop 307 is excited to bring this to their local community and achieve their goal of earning the esteemed Silver Award. Thank you for your consideration.

Sincerely,
Girl Scout Troop 307

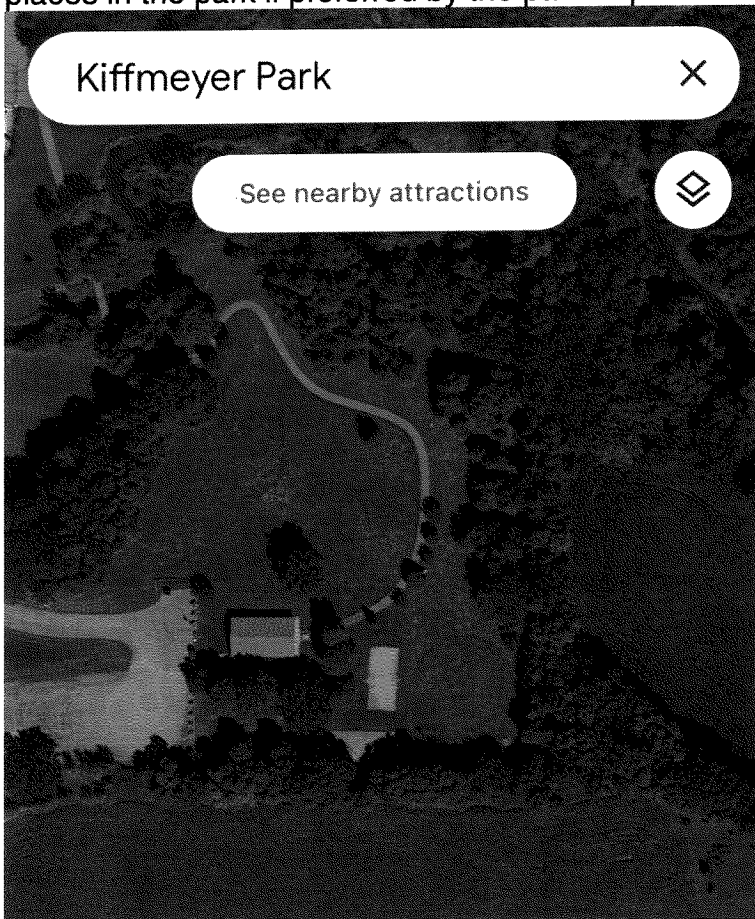
Aleah Winter
Alianna Simard
Kenedie Mork
Lucy Luebesmier
Mackenzie Dvorak

Troop Leader:
Meghan Luebesmier
mluebesmier@yahoo.com
320-282-9522

Below provides a quick summary of benefits and considerations for some popular choices:

- A light layer of soft mulch works to help keep the dirt/mud somewhat insulated. As the mulch degrades, you can add more as needed. It is inexpensive, but not completely clean, nor does it keep things dry inside the GaGa Ball Pit.
- Sand is another option, good for camps and resorts, but not always preferred by schools or venues requiring shoes, as it can get inside your shoes and potentially fly up with the ball.
- Crushed limestone or crushed granite screening starts off dusty, but packs down to create a more solid surface. It is also a good way to insulate against the mud, when packed down over time, it may create new puddling areas.

The map shows the placement that the girls find ideal. However, we are open to other places in the park if preferred by the park department.





30H Octagon GaGa Ball Pit

\$650.00

Gaga Ball Pit Bracket System: 8-Oct 30H Brackets, Hole Drill Template, Assembly Instructions, Fastener Pack and Cut-Out templates and instructions

- **DESCRIPTION**

- **ADDITIONAL INFORMATION**

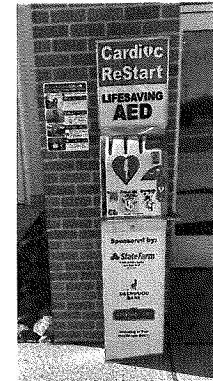
Our most popular model

30H Octagon GaGa Ball Pit is our most popular model and has 8 colors available for you to pick from to match your current playground equipment, school, camp or organization's colors making it uniquely yours. The UV protected, powder coated steel corner brackets create the correct angles to align the pit walls – making assembly easy! We recommend building with 8ft walls to allow for a quick moving, competitive game — keeping players engaged whether playing or watching.



The floor of the pit is open for discussion. We are open to whatever the park department prefers.

Outdoor AED Smart Cabinet Sponsorship \$6,605

- Sponsorship can be divided among multiple sponsors
- Stainless Steel cabinet with Temperature Controlled AED storage and AED Smart Monitoring system
- Vinyl Graphics on the front/back of the cabinet
- AED/CPR Instructional Poster
- 2 Directional Road Signs
- Hands-Only CPR/AED Group Instructional Training
- Planning, Mapping, and Site Selection Assistance
- Installation of cabinet included within a 100 Mile radius of the St. Cloud, MN Area (Additional cost for shipping and crating will be quoted separately)
- Optional concrete base can be added for \$500
- Electrical connection costs are NOT included. (Average cost is \$150-\$500)



AED (Automated External Defibrillator) Options available:

<p><u>Provide own AED</u></p> <p>All AED brands compatible with Outdoor Cabinet</p> <p>\$600/year Monitoring/Full Maintenance Agreement</p>	<p><u>Purchase AED from Advocates For Health</u></p> <p>Defibtech Lifeline View +\$950</p> <p>\$600/year Monitoring/Full Maintenance Agreement</p>	<p><u>Purchase AED from website</u> Avive Connect AED</p> <p>Scan to Purchase</p>  <p></p>
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ON-GOING COSTS

AED Smart Monitoring/Full Maintenance Agreement

- Tracks functionality of the AED components
- Sends alerts when attention is needed via SIM cell network
- Monitors temperature changes to keep the AED functional
- Alerts emergency response center, triggers a siren, and sends text messages
- Annual cleaning of the interior and exterior of the cabinet
- Maintenance of GPS tracking
- Replacement of pads and battery according to manufacturer specifications
- 4-year full warranty labor and material replacement on all electrical components
- 4-year software and firmware updates

ValleyGreen[®] Companies

P.O. Box 263 • Sartell, MN 56377 • Phone 320-259-5959 • Fax 320-259-7632

City of St Augusta
Bill McCabe
1914 250th St
Saint Cloud MN 56301

Service Address
23215 43rd Ave
Saint Augusta MN 56301

03/13/24

Dear Hidden Lake Park

Customer number: 108080

Valley Green's full programs are 100% guaranteed and come with free service calls in between regular applications. Our 4 application programs come with 1 free service call. Without regularly scheduled visits we cannot provide the quality lawn care that comes with our full programs. Weed populations will be reduced, but not eliminated.

With all reduced programs there will be NO Guarantee or Free Service Calls. If a customer requests a service call, there will be a charge.

Acceptance of Proposal

The above practices, specifications, and conditions are satisfactory and are hereby accepted. I have read the reduced lawn care program proposal and fully understand that with this program there is no guarantee or free service calls.

Valley Green Companies is also not responsible for any future insect or disease infestation or drought.

Signature _____ Date _____
Hm Phone _____ Wk Phone _____ Cell Phone #1 _____
Cell Phone #2 _____ Email _____

*As prices of gasoline fluctuate a fuel surcharge may be applied to your account if not prepaid.

**A cancelation fee equal to 150% an application price will apply if service agreement is cancelled.

Scheduled Services and Prices

Spring Lawn Application	\$551.00
Late Summer/Fall Lawn Applicat	\$551.00

Total Service Amount	\$	1,102.00
Total Service Amount with tax	\$	1,186.04
After 5% Prepay Discount.....	\$	1,126.74
You Save	\$	59.30
Prepay Amount	\$	1,126.74

ValleyGreen[™] Companies

P.O. Box 263 • Sartell, MN 56377 • Phone 320-259-5959 • Fax 320-259-7632

City of St. Augusta
Bill McCabe
1914 250th St
St. Augusta MN 56301

Service Address
23415 43rd Ave
St Augusta MN 56301

03/13/24

Dear Hidden Lake Ball Field

Customer number: 146793

Valley Green's full programs are 100% guaranteed and come with free service calls in between regular applications. Our 4 application programs come with 1 free service call. Without regularly scheduled visits we cannot provide the quality lawn care that comes with our full programs. Weed populations will be reduced, but not eliminated.

With all reduced programs there will be NO Guarantee or Free Service Calls. If a customer requests a service call, there will be a charge.

Acceptance of Proposal

The above practices, specifications, and conditions are satisfactory and are hereby accepted. I have read the reduced lawn care program proposal and fully understand that with this program there is no guarantee or free service calls.

Valley Green Companies is also not responsible for any future insect or disease infestation or drought.

Signature _____ Date _____
Hm Phone _____ Wk Phone _____ Cell Phone #1 _____
Cell Phone #2 _____ Email _____

*As prices of gasoline fluctuate a fuel surcharge may be applied to your account if not prepaid.

**A cancelation fee equal to 150% an application price will apply if service agreement is cancelled.

Scheduled Services and Prices

Spring Lawn Application	\$1,775.00
Late Summer/Fall Lawn Applicat	\$1,775.00

Total Service Amount	\$	3,550.00
Total Service Amount with tax	\$	3,820.70
After 5% Prepay Discount.....	\$	3,629.66
You Save	\$	191.04
Prepay Amount	\$	3,629.66

ValleyGreenSM Companies

P.O. Box 263 • Sartell, MN 56377 • Phone 320-259-5959 • Fax 320-259-7632

City of St Augusta
Bill McCabe
1914 250th St
Saint Cloud MN 56301

Service Address
23380 Cty Rd 7
Saint Augusta MN 56301

03/13/24

Dear Kiffmeyer Park & Ball Field

Customer number: 108081

Valley Green's full programs are 100% guaranteed and come with free service calls in between regular applications. Our 4 application programs come with 1 free service call. Without regularly scheduled visits we cannot provide the quality lawn care that comes with our full programs. Weed populations will be reduced, but not eliminated.

With all reduced programs there will be NO Guarantee or Free Service Calls. If a customer requests a service call, there will be a charge.

Acceptance of Proposal

The above practices, specifications, and conditions are satisfactory and are hereby accepted. I have read the reduced lawn care program proposal and fully understand that with this program there is no guarantee or free service calls.

Valley Green Companies is also not responsible for any future insect or disease infestation or drought.

Signature _____ Date _____
Hm Phone _____ Wk Phone _____ Cell Phone #1 _____
Cell Phone #2 _____ Email _____

*As prices of gasoline fluctuate a fuel surcharge may be applied to your account if not prepaid.

**A cancelation fee equal to 150% an application price will apply if service agreement is cancelled.

Scheduled Services and Prices

Spring Lawn Application	\$970.00
Late Summer/Fall Lawn Applicat	\$970.00

Total Service Amount	\$	1,940.00
Total Service Amount with tax	\$	2,087.94
After 5% Prepay Discount.....	\$	1,983.52
You Save	\$	104.42
Prepay Amount	\$	1,983.52

**WASTEWATER TREATMENT SYSTEM USE AGREEMENT BETWEEN THE
CITY OF ST. CLOUD, MINNESOTA AND CITY OF INSERT CONTRACT USER
NAME HERE, MINNESOTA.**

This Agreement, made and entered into this _____ day of _____, 2024, by and between the City of St. Cloud, Minnesota, hereinafter referred to as the “City,” acting as the provider of wastewater conveyance and treatment services and as the holder of the National Pollutant Discharge Elimination System (NPDES) Permit and State Disposal System Permit (SDS), in accordance with Section 402 of the Clean Water Act, whereas the United States Environmental Protection Agency (EPA) authorizes the Minnesota Pollution Control Agency (MPCA) to issue this permit, and City of Contract User, Minnesota, hereinafter referred to as the “Contract User.”

RECITALS

- A. The City owns and operates the St. Cloud Nutrient, Energy & Water Recovery Facility (NEWRF) and the Wastewater Conveyance System (WWCS). The NEWRF and WWCS together comprise the St. Cloud Wastewater Treatment System (SCWWTS or WWTS). The purpose of the WWTS is to provide for the conveyance and treatment of domestic, commercial and industrial wastewater.
- B. The existing NEWRF began operation in June 1976, replacing the St. Cloud Wastewater Treatment Facility that began operation in April 1956. The WWTF cost approximately \$16,000,000 to construct and was partially funded through state and federal grants made available through the 1972 Clean Water Act.
- C. The City received a construction grant for the WWTF and in compliance with that grant, the requirements of the Clean Water Act of 1972, and the regulations issued pursuant to said Act, has adopted a Sewer Use Ordinance regulating the discharge of wastewater into the City’s wastewater system. The City has adopted a System of User Charges to assure that recipients of wastewater conveyance and treatment services pay the proportionate share of the cost of operation, maintenance, improvement, expansion and replacement of the WWTS.
- D. The City and the cities of St. Augusta, St. Joseph, Sartell, Sauk Rapids and Waite Park had previously entered into Cooperative Construction Agreements and Sewer Use Agreements that establish wastewater treatment charges, flow allocations and discharge limitations for the Sewer Interceptor System (SIS) and the NEWRF. The City of Foley entered into a wastewater treatment use agreement with the City in July 2021. The flow allocations and discharge limitations for the NEWRF are set forth in Article II, Section H of this Agreement. The established flow allocations and discharge limitations for the

SIS are set forth in EXHIBIT A of this Agreement. The above-referenced cities collectively comprise the membership of the St. Cloud Area Wastewater Advisory Commission (SCAWAC). The goal of SCAWAC is to promote the continued equitable and efficient distribution of wastewater conveyance and treatment facility costs and services.

- D. In August 2003, the SCAWAC requested the City complete a Wastewater Treatment Facilities Plan to evaluate current and future growth needs and ensure there is adequate wastewater treatment capacity in the future. SCAWAC reviewed the Wastewater Treatment Facilities Plan and approved recommendations for the rehabilitation, upgrade and expansion of the WWTF. The Rehabilitation, Upgrade & Expansion (RUE) Project, along with the Nutrient Reuse & Recovery (NR2) Project were components of the Facilities Plans completed and approved by the MPCA.
- E. Subsequent to the adoption of the Wastewater Treatment Facilities Plan, the cities of St. Augusta, St. Cloud, St. Joseph, Sartell, Sauk Rapids and Waite Park entered into a Cooperative Design and Construction Agreement with the City dated May 8, 2008, setting forth the financial participation of the parties in the design, upgrade, expansion and rehabilitation of the facility and related improvements through planning year 2030 and identified in the Facilities Plan.
- F. The City of Foley entered into a WWTS Use Agreement with the City in July 2021. Foley's Pool Capacity purchase was determined based upon their 2040 capacity need of 0.453 MGD as outlined in Foley's 2019 Wastewater Treatment Facility Plan.

ARTICLE I DEFINITIONS

Unless the context specifically indicates otherwise, the following terms used in this Agreement, shall have the meanings hereinafter designated.

“Base Capacity” is the total NEWRF treatment capacity of seventeen point nine million gallons per day (17.9 MGD) as a biological phosphorus (Bio-P) removal facility less Pool Capacity. The total original Pool Capacity constructed in the WWTF expansion project was 1,350,000 gallons per day (1.35 MGD), with a remaining “Base Capacity” of 16.55 MGD. With the addition of Foley by means of a Pool Capacity transfer, Pool Capacity was reduced to 0.897 MGD and Base Capacity increased to 17.003 MGD.

“Carbonaceous Biochemical Oxygen Demand (cBOD₅)” means the quantity of oxygen utilized in the biochemical oxidation of organic matter, in the presence of a nitrification inhibitor, under standard laboratory procedures in five (5) days at twenty degrees (20°) Centigrade expressed in terms of weight and concentration (milligrams per liter or mg/L).

“Categorical Industrial User” means any and all Industrial Users subject to categorical pretreatment standards under 40 C.F.R. 403.6 and 40 C.F.R. Chapter I, Subchapter N.

“CFR” means the Code of Federal Regulations, which is the codification of general and permanent rules of departments and agencies of the federal government.

“City” means the City of St. Cloud or the City Council of St. Cloud or St. Cloud Public Utilities.

“Contract User” means the City of (Sauk Rapids, Waite Park, Sartell, St. Joseph, St. Augusta, Foley) or the City Council of Contract User.

“EPA” means the United States Environmental Protection Agency.

“Flow” means the quantity of wastewater expressed in gallons or cubic feet per twenty-four (24) hours.

“Industrial Discharge Permit or Permit” means a permit issued by the City or Contract User to an Industrial User authorizing them to use the SCWWTS as established herein.

“Industrial Waste” means solid, liquid, or gaseous wastes, excluding domestic waste, resulting from any industrial, manufacturing, commercial, institutional or business activity, or from the development, recovery, or processing of a natural resource.

“Industrial User” (IU) means any establishment that discharges wastewater from an industrial process into the SCWWTS.

“MGD” means million gallons per day.

“MPCA” means the Minnesota Pollution Control Agency.

“**National Pollutant Discharge Elimination System (NPDES) Permit**” means any permit or requirements issued by the Minnesota Pollution Control Agency (MPCA) pursuant to the Federal Water Pollution Control Act, as amended (33 U.S.C. § 1251 *et seq.*); for the purpose of regulating the discharge of wastewater, industrial wastes, or other wastes under the authority of Section 402 of the Clean Water Act.

“**Permittee**” means a user who is permitted through the Pretreatment Program by the City or a Contract User authorized to discharge wastewater into the SCWWTS pursuant to an Industrial Discharge Permit.

“**Pool Capacity**” is the reserve of wastewater treatment capacity constructed in the NEWRF but not initially allocated to any of the Contract Users. The total Pool Capacity constructed in the NEWRF was 1.35 MGD. With the transfer of Pool Capacity to the City of Foley, Pool Capacity was reduced to 0.897 MGD.

“**Publicly Owned Treatment Works (POTW)**” means the treatment system as defined by Section 212 of the Clean Water Act, which is owned by the municipality (as defined by Section 502(4) of the Act). This includes any devices and systems used in the storage, treatment, recycling, and reclamation of municipal solids residuals or industrial wastes of a liquid nature. It also includes sewers, pipes and other conveyances only if they convey wastewater to the wastewater treatment facility (WWTF). The term also means the municipality as defined in Section 502(4) of the Clean Water Act, which has jurisdiction over the indirect discharges to and the discharges from such a treatment system.

“**Pretreatment**” means the process of reducing the amount of pollutants, eliminating pollutants, or altering the nature of pollutant properties in wastewater to a less harmful state prior to or in lieu of discharging or otherwise introducing such pollutants into the SCWWTS. The reduction, elimination, or alteration may be obtained by physical, chemical or biological processes, process changes or other means, except as prohibited by this Agreement or applicable Sewer Use Ordinance.

“**Pretreatment Standards**” means standards for industrial groups (categories) promulgated by the EPA pursuant to the Clean Water Act which regulates the quality of effluent discharge to publicly owned treatment works and must be met by all users subject to such standards.

“**St. Cloud Area Wastewater Advisory Commission (SCAWAC)**” is an advisory group whose objectives are to share information, improve understanding of regional wastewater issues, and improve the level of cooperation in the resolution of regional wastewater issues. Members of SCAWAC include the cities of St. Augusta, St. Cloud, St. Joseph, Sauk Rapids, Sartell, Waite Park, and Foley.

“**St. Cloud Wastewater Treatment System (SCWWTS or WWTS)**” means the combined Publicly Owned Treatment Works (POTW) or Nutrient, Energy & Water

Recovery Facility (NEWRF) described herein, together with the Wastewater Conveyance System (WWCS) which includes the Sewer Interceptor System (SIS).

“Sewer Interceptor System (SIS)” means the structures identified in EXHIBIT A to this Agreement, including the Metro Interceptor (Upper and Lower), the Pan Interceptor (Upper and Lower), the Tri-City Interceptor, the Lincoln Avenue Interceptor, the Quebecor Trunk Sewer System, the 38th Avenue and 54th Avenue, Sauk River Crossing and Northway Sewer Trunk System, and their respective components as identified in EXHIBIT A.

“Significant Industrial User (SIU)” means any and all Industrial Users subject to categorical pretreatment standards under 40 C.F.R. 403.6 and 40 C.F.R. Chapter I, Subchapter N and any other Industrial User that discharges an average of 25,000 gallons per day or more of process wastewater to the WWTF (excluding sanitary, noncontact cooling and boiler blowdown wastewater), contributes a process waste stream which makes up five percent (5%) or more of the average dry weather hydraulic or organic capacity of the WWTF, or is designated as such by the control authority as defined in 40 C.F.R. 403.12(a) on the basis that the Industrial User has a reasonable potential for adversely affecting the WWTF operation or for violating any pretreatment standard or requirement in accordance with 40 C.F.R. 403.8(f)(6).

“Total Suspended Solids (TSS)” means the total suspended matter that floats on the surface of, or is suspended in, water, wastewater or other liquids, and which is removable by a standard glass fiber filter.

“Wastewater Conveyance System (WWCS)” means the Sewer Interceptor System (SIS), the Main Liftstation, the TriCity Liftstation, and related force mains and sewer mains that convey wastewater to the NEWRF.

“Nutrient, Energy & Water Recovery Facility (NEWRF)” has the same meaning as “Publicly Owned Treatment Works (POTW),” defined above. The terms may be used interchangeably.

**ARTICLE II
SERVICE CONDITIONS**

A. Purpose

The purpose of this Agreement is to set forth the conditions by which the Contract User may discharge a defined maximum amount of wastewater flow and load into the WWTS for conveyance and treatment services and to establish mutually acceptable standards and billing procedures.

B. Rights of Use

- a. The Contract User shall have the right to discharge into the WWTS domestic, commercial, and industrial wastewater as long as the Contract User complies with the provisions of this Agreement or until this Agreement is terminated as otherwise provided herein.
- b. The parties agree that if either party believes the effect of this Agreement is inequitable or unfair, such party may by ninety (90) days of written notice, or sooner if agreed in writing by both parties, request renegotiation of any part of this Agreement and the other party will in good faith participate in such negotiations.

C. Compliance with Applicable Laws

- a. The Contract User shall adopt, maintain and enforce the following in such a manner as to at all times comply with the Clean Water Act of 1972 and any further or supplementary amendments thereto:
 1. A system of charges to ensure the Contract User is able to pay its proportionate share of the cost of operation, maintenance, expansion, rehabilitation and improvement of the WWTS.
 2. An ordinance related to sewer use containing provisions that are, at a minimum, as stringent as the City of St. Cloud's Sewer Use Ordinance. The applicable ordinance shall ensure that new sewer mains, force mains, pump stations and service connections are properly designed and constructed.
- b. In the construction, maintenance, and operation of its sewer system, the Contract User will comply with applicable State and Federal laws.
- c. The City shall enforce its Sewer Use Ordinance at the points of discharge from the Contract User into the WWTS. If the Contract User discharges wastewater in violation of applicable permits or Sewer Use Ordinances to the WWTS, the City may utilize any of the remedies provided in Article II, Section H, paragraph (b) as relating to the unauthorized discharge.
- d. The Contract User shall not extend or allow any extension, or interconnection to its collection system from outside their respective corporate limits without the prior written approval of the City and those other Contract Users who are parties to a joint WWCS structure to which wastewater is proposed to be discharged.
- e. The Contract User shall not allow for the discharge of any outside or hauled waste streams to the WWCS except for in approved and appropriately situated locations to the WWTS by the City.

D. Operation and Maintenance

- a. The City and the Contract User shall continue to control, own, operate, and maintain their respective wastewater collection systems, except for joint trunk sewer lines, forcemains and interceptors that are considered part of the WWCS and identified in EXHIBIT A.
- b. The City shall, in consultation with SCAWAC, develop a regular operation, monitoring and maintenance schedule for the WWCS that includes a corrosion minimization and control program. The schedule shall, at minimum, require a periodic rotation of testing, maintenance and inspections of the interceptors, lift stations, force mains and sewer mains that constitute the WWCS. The City shall be responsible for implementation of the schedule. A copy of the operation, monitoring and maintenance schedule and the City and Contract User responsibilities shall be provided to the Contract User. The schedule shall be reviewed by SCAWAC at a minimum of every two (2) years, and changes recommended if appropriate.
- c. The City and Contract User shall make available for review all records relating to the matters covered by this Agreement.
- d. The City and the Contract User shall work cooperatively in the enforcement of their respective Sewer Use Ordinances.
- e. Neither party shall be liable to the other for damages in case of an operational or system failure not due to its negligence or which is caused by an event beyond its control, or by flow characteristics that may be determined in the future to cause or contribute to the degradation of the WWTS.
- f. If the City determines that a characteristic of the Contract User's flow causes or contributes to the degradation of the WWTS, despite the City's and Contract User's compliance with the developed operation, monitoring and maintenance schedules, all applicable NPDES permits, Sewer Use Ordinances and pretreatment requirements, the City shall notify the Contract User in writing and allow the Contract User no less than thirty (30) days to initiate the cure, which may include investigation, testing, and inspection. If the Contract User fails to act in good faith by the initiation of a cure after 30 days, and correct the characteristic within ninety (90) days, the City may take corrective action and assess the cost of the action to the Contract User. If the Contract User disputes the determination regarding its flow, or disputes the manner or cost of correction, the Contract User may pursue any of the remedies provided in Article IV.
- g. The City shall inspect, operate and maintain the WWTS and provide the Contract User a bi-annual report of such activities.

E. Ordinance Amendments

- a. The parties recognize that the City and the Contract User are subject to regulations promulgated by the EPA and the MPCA.

- b. The Contract User agrees to adopt and enforce sewer use rules, local limits, categorical limits, regulations and ordinances for the regulation of commercial, industrial and non-domestic discharges within the Contract User's service area that are at least as stringent as those set forth in the City's Sewer Use Ordinance.
- c. The City shall notify the Contract User and provide a sixty (60) day comment period when making amendments to its Sewer Use Ordinance. Once amendments to the Sewer Use Ordinance are formally approved, the Contract User shall modify its sewer use ordinance to reflect such amendments. Such amendments shall be approved by the Contract User's decision-making body within six months of the date of amendment to the Sewer Use Ordinance. An administrative penalty of One Hundred Dollars (\$100) per calendar day after the six month approval period may be charged to the Contract User if such amendments are not approved.
- d. If the Contract User believes that conforming amendments to its Sewer Use Ordinance would be detrimental to the Contract User's interests or compliance with this Agreement, the Contract User may pursue any of the remedies provided in Article IV. The assessment of administrative penalties by the City, if applicable, shall be deferred until the dispute is resolved.
- e. The Contract User agrees to provide a copy of applicable rules, local limits, regulations, and/or ordinances to the City for review prior to adoption and subsequent amendment thereto.

F. Pretreatment Program Requirements

- a. The City and Contract User shall work cooperatively on all pretreatment program requirements to ensure WWTS performance and regulatory compliance.
- b. The Contract User agrees to provide Industrial Discharge Monitoring Reports (IDMR) at the frequency listed in the individual industrial user permit.
- c. The Contract User agrees to provide the City a copy of its Annual Pretreatment Program Report by January 15th of each year.
- d. The Contract User shall identify new or existing potential SIUs on an annual basis and provide a final report to the City no later than January 15th of each year.
- e. The Contract User shall permit all SIUs and CIUs within the community that meet applicable requirements, and are not exempt under Minn. R.7049, reference Article I for criteria.
- f. The Contract User will enforce the requirements and conditions contained in all Pretreatment permits and/or agreements that are in effect in the Contract User's service area.
- g. The Contract User shall conduct confirmatory sampling and inspection of all permitted SIUs and CIUs at least one per year, as per the Federal Pretreatment Regulations, 40 CFR Part 403. Sampling shall be unannounced to the Industrial User. Records shall be submitted to the City

within thirty (30) days of the sampling and inspection prior to October 31st of each year.

- h. The Contract User, or a commercial or industrial user within the Contract User's service area, may be required to complete sampling for unregulated pollutants regardless of its inclusion in local limits, if a new effluent standard, Water Quality Standard, or prohibition is established and adopted under the Federal or Minnesota State Pretreatment Standards for an unregulated pollutant which is present in the Contract User's discharge. Source identification and reduction efforts may be required.
- i. The City shall provide the Contract User a copy of the annual MPCA Pretreatment Program Audit/Inspection and Annual Pretreatment Report.

G. Infiltration and Inflow Prevention

The Contract User agrees to cooperate with all applicable regulatory agencies in matters regarding infiltration and inflow; and to demonstrate good faith efforts to eliminate infiltration and inflow in its sewer collection system.

H. Regulation of Flows

- a. Wastewater Treatment Facility Discharge Limitations
The quantity of wastewater discharged by the Contract User to the WWTS is defined in Table 1, below. Discharges to the WWTS by the Contract User in excess of its assigned capacity, except in conditions acknowledged by the City as significantly abnormal, shall be considered a violation of this Agreement under Section H, paragraph (c), below.
- b. Phase 1 of work identified in the Facilities Plan was completed in 2010-2013. The NEWRF has a treatment capacity of fifteen million gallons per day (15.0 MGD) as a full biological nutrient removal (BNR) facility designed for removal of both phosphorus and nitrogen and a treatment capacity of seventeen point nine million gallons per day (17.9 MGD) as a biological phosphorus (Bio-P) removal facility. A reserve of wastewater treatment capacity, termed "Pool Capacity" was included in the new capacity at the NEWRF, but not initially allocated to any of the Contract Users. The total Pool Capacity constructed in the WWTF expansion project was 1,350,000 gallons per day (1.35 MGD), with a remaining "Base Capacity" of 16.55 MGD. With the addition of Foley, Pool Capacity was reduced to 0.897 MGD and Base Capacity increased to 17.003 MGD.

Table 1. Flow Allocations

User	Base Capacity (MGD)	Pool Capacity (MGD)	Total Flow Allocation (MGD)	Total Flow Allocations (%)
St. Cloud	8.450	0.350	8.80	49.16%
Sartell	2.885	0.097	2.982	16.66%
Sauk Rapids	1.735	0.225	1.960	10.95%
St. Joseph	1.495	-	1.495	8.35%
Waite Park	1.205	0.225	1.430	7.99%
St. Augusta	0.780	-	0.780	4.36%
Foley	0.453	-	0.453	2.53%
TOTAL	17.003	0.897	17.900	100%

c. Violations

The City shall seek reimbursement to repair damages or pay any fines assessed by a regulatory agency caused by the discharge of prohibited wastes by the Contract User. Within thirty (30) days of the determination by the City that a Contract User has discharged prohibited wastes, the City shall notify the Contract User in writing of the City’s intent to seek reimbursement and an estimate of the costs of repair for damages or fines, and provide evidence supporting the determination.

In the event of a Notice of Violation (NOV) or other similar action by a regulatory agency, the City shall provide a copy of the NOV to the Contract User to which the City intends to seek reimbursement within fifteen (15) days of receipt of such NOV from the regulatory agency. The Contract User shall be provided full opportunity to participate in negotiations related to resolving the NOV and a determination by the regulatory agency of any fines or penalties that may be levied upon the City and for which the City intends to seek reimbursement from the Contract User.

In the event of a dispute regarding any of the City’s determinations associated with seeking reimbursement from a Contract User, the Contract User shall notify the City thereof in writing within thirty (30) days of receipt of the City’s final written determination regarding cost reimbursement. Disputes shall be resolved in accordance with Article IV of this Agreement.

In the event a Contract User disputes the City’s determination of cost reimbursement, no payment shall be required as provided in this Article until determination has been made in accordance with Article IV of this Agreement and any related appeals.

I. Flow Monitoring Devices

- a. The Contract User agrees to provide, install and maintain at its cost and expense, at points of discharge agreed upon by the City and Contract User into the City's WWTS, an automatic flow monitoring and recording device with an integrator-totalizer for the purpose of accurately measuring the Contract User's flow.
- b. The records and reports from such monitoring devices shall be maintained by the Contract User and made available to the City for auditing and billing procedures.
- c. In the event of failure of the Contract User's monitoring device(s) for the purpose of determining billing amounts pursuant to this Agreement, it will be assumed that during any period when the measuring device is inoperable for the entirety of the month, the flow total will be the calculated average of the monthly flow totals of the same time period during the three preceding years. If the most recent three-year flow record is unavailable, or if flows have changed significantly over the preceding three years, then an alternate method as mutually agreed upon by the parties will be used to determine the flow during periods of monitoring device measurement disruption. If the measuring device is inoperable for a maximum of up to seven days within the reporting month, then the average of the rest of the measured days for the month may be used for the days of missing flow data, if agreed upon by both parties.
- d. The Contract User shall coordinate the inspection, testing and calibration of flow measuring devices. The coordination shall include the Contract User retaining the services of an independent testing agency certified in wastewater flow measurement calibration services to inspect and calibrate the flow-metering device to maintain the accuracy of that device to within manufacturer's specification. Inspection of the flow monitoring devices shall occur at least twice per year and be calibrated at least annually or at a frequency outlined by the equipment manufacturer as required to maintain regulatory compliance.
- f. A certified copy of the inspection and test results shall be provided to the City promptly after completion. The Contract User will not make adjustments to the certified calibration of the flow metering device without prior written notice to the City. Permission from the City is not required to perform prescribed or routine maintenance of the flow monitoring system.
- g. The City may inspect such metering devices at any reasonable time and in the event such a device fails and is not repaired within ten (10) days by the Contract User, the City may repair the same. When the City performs such repairs, the City shall provide the Contract User with an itemized invoice of its reasonable costs and expenses prior to reimbursement by the Contract User. If the invoice is undisputed, the Contract User shall pay the invoice within thirty (30) days of receipt. If the invoice is disputed, the parties may pursue any of the remedies provided in Article IV of this Agreement.

J. Wastewater Sampling

- a. The Contract User shall sample and analyze all required parameters and flows at its cost at each entry point, unless otherwise agreed, into the City's WWTS on a frequency based upon the sampling schedule included in EXHIBIT B or as otherwise requested by the City. Additional samples may be collected by the City for the purpose of verifying the accuracy of the information reported by the Contract User. The analysis results from any sample collected by either party shall be shared with the other party. The City may issue or approve variances or exemptions for specific entry points and/or testing parameters in situations where there is limited value of previous data collected to minimize collection and testing costs.
- b. The Contract User shall collect and record the continuous flow data from the flow monitoring devices owned by the Contract User.
- c. Samples collected for carbonaceous biochemical oxygen demand (cBOD₅), total suspended solids (TSS), and total phosphorus (TP) analysis shall be twenty-four (24) hours flow composite. Samples collected for fats, oil and grease (FOG) or pH analysis shall be a grab sample. Time composite samples may be used in lieu of flow composite samples in the event of maintenance, operational, or laboratory difficulties. A series of grabs (minimum of four) composited into one sample may be used in lieu of time composites for similar cause and with notice give to the City.
- d. The Contract User or the City shall have the opportunity to split samples collected by the other party.
- e. Monthly flow data, along with all representative wastewater sampling results, shall be reported to the City monthly before the 15th of the following month, for the purpose of verifying compliance and for preparation of monthly billing.
- f. Samples found to be unrepresentative of the actual flow by mutual agreement shall not be used in calculations of charges. Split samples varying by more than twenty percent (20%) for cBOD₅ and TSS will not be used in the calculations for determining loadings or charges.
- g. Both parties will cooperate in performing additional analysis and sampling required for regulatory compliance.
- h. If a new effluent standard, Water Quality Standard, or prohibition is established and adopted under the Federal or Minnesota State Pretreatment Standards for an unregulated pollutant which is present in the Contract User's discharge and such standard or prohibition is more stringent than any limitations upon such pollutant in EXHIBIT B, the Director may revise or modify this Agreement in accordance with the effluent standard, Water Quality standard, or prohibition and so notify the Contract User. The City may require additional sampling for unregulated pollutants regardless of its inclusion in EXHIBIT B. Required sampling of unregulated pollutants may be conducted by either the Contract User or the City. The cost of the sampling and analysis may be billed separately to the Contract User.

- i. In addition, the City shall have the right at any time to inspect, examine and/or sample the Contract User's collection system or wastewater.

K. Laboratories

All samples, unless otherwise mutually agreed upon, shall be collected and preserved using procedures as found in the most current edition of Standard Methods for the Examination of Water and Wastewater and analyzed by a laboratory certified in the State of Minnesota.

ARTICLE III REPORTS AND PAYMENTS

A. Scope

The Contract User agrees to pay Operation, Maintenance, Capital and Debt Service Charges, as set forth herein. It is understood and agreed by the Contract User that the charges do not include unanticipated or emergency capital repairs to the WWTS and the charges set forth herein are subject to annual adjustment by the City as provided herein. The Contract User will be provided sufficient budgetary information necessary to understand the WWTS revenues and expenditures, what each fee, rate or user charge is paying for, and how the charges were developed. The Contract User shall have an opportunity to review, provide comment and recommendations on budgetary information used to develop the charges.

B. Measurement of Flow, cBOD₅ and TSS

For the purposes of reporting and for calculating charges as described in this Agreement, the flow shall be the totalized measurement from the flow meter at the Contract User's Point of Discharge into the City's WWTS, in accordance with Article II, Section J of this Agreement. cBOD₅ and TSS shall be sampled as described above and analyzed by a laboratory certified in the State of Minnesota.

C. Charges and Payments

- a. St. Cloud shall conduct an annual cost of service review for the purpose of Contract User annual rate setting consistent with past practice. The rate setting process fairly and equitably allocates annual rate revenue requirements to Contract Users of the WWTS based on the proportional benefit to each Contract User determined by flow and strength contributed to the WWTS relative to all flow.
- b. The annual rate revenue requirements will be based upon the most recent City of St. Cloud Wastewater Budget and will include items such as operation and maintenance expense, cash funded capital and debt service charges.
- c. The charges for the Contract User shall be calculated using unit costs established under the rate setting process, multiplied by the actual flow, cBOD₅ and TSS loadings of wastewater discharged from the Contract User into the City's WWTS, as measured in accordance with this Agreement for any given billing period. If the concentrations of the cBOD₅ or TSS are less than the concentrations used to determine the annual unit charges, then the monthly billing charges period will be based on the cBOD₅ and TSS used to calculate the unit charges in Article III, Section C, paragraph (a) of this Agreement.
- d. The charges computed shall be billed to the Contract User following the last day of each month and shall be payable within thirty (30) days, after which time the City Late Fee Policy will be applied.

- e. All rate adjustments under the terms of this Agreement shall become effective on January 1 of the following year. The parties agree that the rate setting process may be subject to adjustment during the term of the agreement due to changing circumstances associated with the underlying basis for the rates such as new regulatory requirements or other unforeseen circumstances that may affect the rate basis in the future.
- f. The City will provide copies of the annual rate setting to the Contract User by November of each year or when the City approves the following year's budget. The Contract User shall have reasonable access to the books and records of the WWTS.
- g. The Contract User shall have thirty (30) days from receipt of the rate setting results to review and provide written comments to the City on the proposed rates for the following year and their calculation. The parties shall utilize the remedies provided in Article IV to address any disputes as to the proposed rates or their calculation.
- h. If a dispute regarding the proposed rates cannot be resolved by February 1 of the following year, the current year's rates shall continue in effect until the dispute has been resolved in accordance with Article IV of this Agreement. If the resolved rates for the following year differ from the current year's rates, the party that overpaid according to the resolved rates is entitled to reimbursement from the party that underpaid within sixty (60) days after a final determination on the rates has been made.

D. Financial Reporting

The City shall provide an annual financial report and/or presentation that summarizes the overall financial operation of the WWTS. The purpose of the report is to assist the Contract User in planning for capital budget expenditures, anticipated major repairs and review the budget to actual expenditures and revenues for the prior year. The City and the Contract User will work cooperatively to ensure a clear and transparent financial reporting process. The Annual Report shall include if requested, but is not limited to:

- a. Sewer Fund Financial Statement and any related funds (including debt service) as reported in the annual audit, including the detailed General Ledger accounts that make up the statements. This information is available on the City website or can be provided upon request.
- b. Summary of the prior year budget and actual expenditures/revenues showing the correlation to the amount paid by each Contract User.
- c. Summary of the proposed or approved Capital Improvement Program.

E. Reporting Requirements

If the Contract User fails to collect and/or submit data as required by this Agreement or fails to act in good faith by correcting short term problems, the City may apply a fifteen percent (15%) surcharge to all flow and strength parameters for the most recent month for which data is available for the purposes of billing

the Contract User. If the Contract User disputes the surcharge, the Contract User may pursue the remedies provided in Article IV.

F. Billing and Payment

On or before the fifteenth (15th) day of the month next succeeding completion of the first full month following the effective date of this Agreement, and on or before the fifteenth (15th) day of each month thereafter, the Contract User agrees to provide the City with requisite flow data and sampling results monitored as part of EXHIBIT B for the prior month's usage. Upon receipt of such data, the City shall calculate the charges to the Contract User and shall issue a bill to the Contract User. Such bill shall become due and payable within thirty (30) days from the billing date. Any balance remaining unpaid thirty (30) days from the date issued shall be considered delinquent and accrue a Late Payment fee a detailed in City Ordinance, Section 575.99. If the Contract User disputes a bill from the City, the Contract User may pursue the remedies provided in Article IV.

ARTICLE IV

DISPUTES AND REMEDIES

A. Dispute Resolution

The parties acknowledge that disputes regarding the interpretation or application of this Agreement may arise from time to time, and agree that, subject to the other provisions of this Agreement, each shall attempt to resolve such disputes according to the provisions of this Article, unless otherwise provided in this Agreement. The parties do not intend to limit the kind of disputes or disagreements arising under this Agreement, which may be submitted to the Dispute Resolution procedures set forth herein.

B. Request for Clarification

In the event of an issue or question by either party regarding any aspect of this Agreement, both parties shall attempt to resolve that issue or answer that question amicably before proceeding to the remedies set forth in this Article. Such resolution efforts shall include communications between the parties outlining the particular issues, proposed solutions, any other items necessary to resolve the dispute. The parties agree that the request for clarification and any responses thereto should be completed no later than thirty (30) calendar days after the request for clarification is made. The parties may also seek consideration and advice through SCAWAC as appropriate.

C. Negotiation

When a disagreement or dispute arises over interpretation or application of any provision of this Agreement and such dispute does not constitute an event of default, the Parties will each direct staff members as they deem appropriate to meet at a mutually convenient time and place to attempt to resolve the disagreement or dispute through negotiation.

D. Mediation/Arbitration

When the parties to this Agreement are unable to resolve disputes, claims or counterclaims, or are unable to negotiate an interpretation or application of any provision of this Agreement, the parties may mutually agree in writing to seek relief by submitting their respective grievances to mediation and/or binding arbitration. If both parties agree to submit the dispute to binding arbitration, the following arbitration provisions shall apply: (1) arbitration shall be conducted by a single arbitrator engaged in the practice of law; (2) Minnesota's Uniform Arbitration Act, Minnesota Statutes, Sections 572.08 to 572.30, shall govern the arbitrability of all disputes; (3) the arbitrator shall not have authority to award punitive damages; (4) the arbitrator's award may be entered in any court having jurisdiction thereof; and (5) each party shall bear its own costs and attorneys' fees, and shall share equally in the fees and expenses of the arbitrator.

E. Adjudication

When the parties to this Agreement are unable to resolve disputes, claims or counterclaims, are unable to negotiate an interpretation or application of any provision of this Agreement, or are unable to agree to submit their respective grievances to mediation or binding arbitration, or such action has not otherwise resolved the matter in dispute, either party may seek relief through initiation of an action in a court of competent jurisdiction. Notwithstanding the provisions of this Article, upon a breach, violation, or default of any provision of this Agreement by either party or a dispute hereunder, the non-breaching, non-violating, or non-defaulting party shall be entitled to pursue any additional remedies it may have at law or in equity including, but not limited to, injunctive relief and specific performance of this Agreement in accordance with its terms.

F. Waiver

The exercise of any of the remedies set forth in this Article shall not limit or constitute a waiver of the parties' rights to pursue additional remedies set forth herein, except where otherwise agreed to in writing by the parties.

ARTICLE V
ADDITIONAL CONDITIONS

A. Governing Law

This Agreement is made pursuant to, and shall be construed in accordance with the laws of the State of Minnesota.

B. Term and Termination

- a. This Agreement shall take effect upon execution by the parties and shall be without specific limitation as to term, except that it shall not expire or terminate sooner than the end of the useful life of the upgraded, expanded, and rehabilitated WWTS described herein, unless amended or modified as provided in this Agreement.
- b. The City acknowledges that the improved function and capacity of the WWTS created by its upgrade, expansion and rehabilitation is the result, in part, of the capital investment in the upgrade, expansion and rehabilitation by the Contract User. Therefore the City agrees to protect the Contract User's capital investment by limiting rights to terminate this Agreement as follows:
 - i. The Contract User may terminate this Agreement upon eighteen (18) months written notice thereof to the City. Upon receipt of such written notice, the City shall in writing inform all other contract users of the Contract User's notice of termination within fourteen (14) days. A terminating Contract User shall not be responsible for any outstanding bonds, loans, or debt service allocations and is not eligible for Contract User Reimbursements associated with prior capital and debt contributions paid through rates. The City shall work cooperatively with SCAWAC to clarify the considerations the termination will create regarding any outstanding debt service from terminating Contract User and potential unutilized capacity allocations, including the conveyance of the terminating Contract User's capacity allocation.
- c. If the City sells or conveys the WWTS or any part of the WWTS capacity to any other entity or third party, then such conveyance shall be subject to this Agreement.
- d. Either party, in its sole discretion, may request renegotiation of this Agreement pursuant to Article II, Section B of this Agreement.

C. Modification/Amendment of this Agreement

Except as otherwise provided herein, this Agreement shall not be modified, amended, or altered except upon the written agreement of the City and the Contract User, duly executed and adopted by the city council of each municipality. In the event that a party hereto requests to meet regarding a proposed modification or amendment of this Agreement, the request shall be made to the other party in writing and the parties shall thereafter meet at least one time at a mutually agreed upon time and place to discuss the proposed modification or amendment within sixty (60) days of the date of receipt by the

non-requesting party of the written request. The written request shall state the reason for the meeting. The Contract User and the City agree to continue to work cooperatively in development and review of Sewer Use Agreements and Wastewater Services Master Plans as well as the procedures, methods or systems used to administer the provisions of this Agreement, including all exhibits attached hereto, at the request of either party.

D. Modification/Amendment of Ordinances and/or Rules

Whenever either party intends to amend its Sewer Use Ordinance and/or any rules or regulations related to the operation of its wastewater treatment system that may affect the other party, except where otherwise provided in Article II of this Agreement, it shall notify the other party in writing and provide a sixty (60) day review and comment period.

E. No Rights to Third Parties

This Agreement is between the City and Contract User only, and creates no rights in third parties as beneficiaries of this Agreement.

F. Exhibits

The exhibits attached to this Agreement are intended as supplements to the Agreement. In the event of a conflict in terms or interpretation, the provisions of this Agreement shall govern.

G. Severability

In the event that any provision of this Agreement is determined and adjudged to be unconstitutional, invalid, illegal or unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall remain in full force and effect, and the parties hereto shall negotiate in good faith and agree to such amendments or modifications of or to this Agreement or other appropriate actions as shall, to the maximum extent practicable in light of such determination, implement and give effect to the intentions of the parties hereto.

H. Headings and Captions

Headings and captions contained in this Agreement are for convenience only and are not intended to alter any of the provisions of this Agreement.

I. Entire Agreement

The terms, covenants, conditions and provisions of this Agreement, including the present and all future attachments, shall constitute the entire Agreement between the parties hereto, superseding all prior agreements and negotiations. This Agreement shall supersede and replace the existing Sewer Use Agreements between the participating communities. Upon execution and implementation of this Agreement, said existing agreement(s) shall be null and void. This Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto.

J. Notice

Any notices required under the provisions of this Agreement shall be in writing and sufficiently given if delivered in person or sent by U.S. mail, postage prepaid, as follows:

If to St. Cloud:
City Administrator
St. Cloud City Hall
1201 7th Street South
St. Cloud, MN 56301-3622

If to Sauk Rapids:
City Administrator
Sauk Rapids City Hall
115 2nd Avenue North
Sauk Rapids, MN 56379

EXHIBIT A – Wastewater Conveyance System (WWCS)

EXHIBIT B – Sampling and Testing Schedule

EXHIBIT C – Pool Capacity Agreement

EXHIBIT D – Cooperative Design and Construction Agreement

EXHIBIT E – Base Capacity Transfer Provisions

IN WITNESS WHEREOF, the Council of the City of Contract User by appropriate resolution duly adopted, has caused this Agreement to be executed in its corporate name by its Mayor and City Clerk and its corporate seal affixed hereto; and the Council of the City of St. Cloud by appropriate resolution duly adopted, has caused this Agreement to be executed in its corporate name by its Mayor and City Clerk and its corporate seal affixed hereto, the date and year first written above.

CITY COUNCIL OF THE
CITY OF ST. CLOUD, MINNESOTA

CITY COUNCIL OF THE
CITY OF SAUK RAPIDS, MINNESOTA

Dave Kleis, Mayor

Kurt Hunstinger, Mayor

ATTEST:

ATTEST:

Seth Kauffman, City Clerk

Dana Furman, City Clerk

CORPORATE SEAL FOR
THE CITY OF ST. CLOUD

CORPORATE SEAL FOR
THE CITY OF CONTRACT USER

EXHIBIT A

OF THE WASTEWATER TREATMENT SYSTEM USE AGREEMENT

WASTEWATER CONVEYANCE SYSTEM

INTRODUCTION

The St. Cloud Sewer Wastewater Conveyance System (WWCS) is owned and maintained by the City of St. Cloud. The Cities of Waite Park, Sauk Rapids, Sartell, St. Joseph, and Foley discharge wastewater from each city's service area into the St. Cloud WWCS. Due to their direct connection to the headworks of the NEWRF, EXHIBIT A is not applicable to the City of St. Augusta.

PURPOSE

The purpose of this EXHIBIT is to define the components of the WWCS and segments of the Sewer Interceptor System (SIS) and outline flow allocations for the WWCS. A revised allocation approach for the WWCS was established and documented in the 2023 Wastewater Conveyance System Allocation Methodology memorandum (Wastewater Conveyance System Allocation Methodology, August 7, 2023, AE2S Nexus).

OPERATION, MAINTENANCE and REPAIR

The City of St. Cloud owns, operates and maintains the St. Cloud WWCS. Operation and maintenance costs are distributed proportionately by each city's capacity allocation. The costs are included in the annual rate review as stated in the Wastewater Treatment System Use Agreement. It is understood and agreed by the Contract User that the charges set forth in Article III of the Wastewater Treatment System (WWTS) Use Agreement do not include unanticipated or emergency capital repairs to the WWCS.

The City shall, in consultation with SCAWAC, develop a regular monitoring and maintenance schedule for the WWCS. The schedule shall, at minimum, require a periodic rotation of inspections of the interceptors, lift stations, force mains and sewer mains that constitute the WWCS. The City shall be responsible for implementation of the schedule and a copy of the schedule shall be provided to the Contract User. The schedule shall be reviewed by SCAWAC at a minimum of every two (2) years, and changes recommended if appropriate.

The parties to this Agreement are responsible for their proportionate share of the costs related to the operating, maintenance and replacement of the WWCS. All costs are distributed proportionately based on the flow capacity allocations as shown in this EXHIBIT.

ST. CLOUD SEWER INTERCEPTOR SYSTEM COMPONENTS

METRO INTERCEPTOR

- **(UPPER METRO and LOWER METRO)**
- **METRO PUMP STATION**
- **METRO FORCEMAINS (30" and 42")**

The locations of the Upper and Lower Metro Interceptor, the Metro Pumpstation and the 30" and 42" Force mains that discharge into the St. Cloud Nutrient, Energy and Water Recovery Facility (NEWRF) located at 525 60th Street South, St. Cloud, MN are illustrated in **Figure 1**.

PAN INTERCEPTOR

- **(UPPER PAN and LOWER PAN)**

The locations of the Upper and Lower Pan Interceptor are illustrated in **Figure 1**.

The Pan Interceptor System is divided at the intersection of Cooper Avenue and Division Street, the sewer upstream of this location is designated the Upper Pan Interceptor and the sewer downstream of this intersection is designated the Lower Pan Interceptor.

TRI-CITY INTERCEPTOR

- **TRI-CITY PUMPSTATION**
- **FORCEMAIN (16") to TRI-CITY INTERCEPTOR**
- **SAUK RIVER CROSSING**

The locations of the Tri-City Interceptor, the Tri-City Pumpstation, Sauk River Crossing and the 16" Force main from the Pumpstation to the Interceptor is illustrated in **Figure 1**.

LINCOLN AVENUE INTERCEPTOR

The Lincoln Avenue Interceptor is divided into ten (10) sections as stated in the 1987 Lincoln Avenue Cooperative Construction Agreement and is illustrated in Figure 1.

INTERCEPTOR TRUNK SYSTEM COMPONENTS

QUEBECOR

The location of the Quebecor Trunk Sewer System is illustrated in **Figure 1**.

38TH AVENUE and 54TH AVENUE SEWER TRUNK SYSTEM

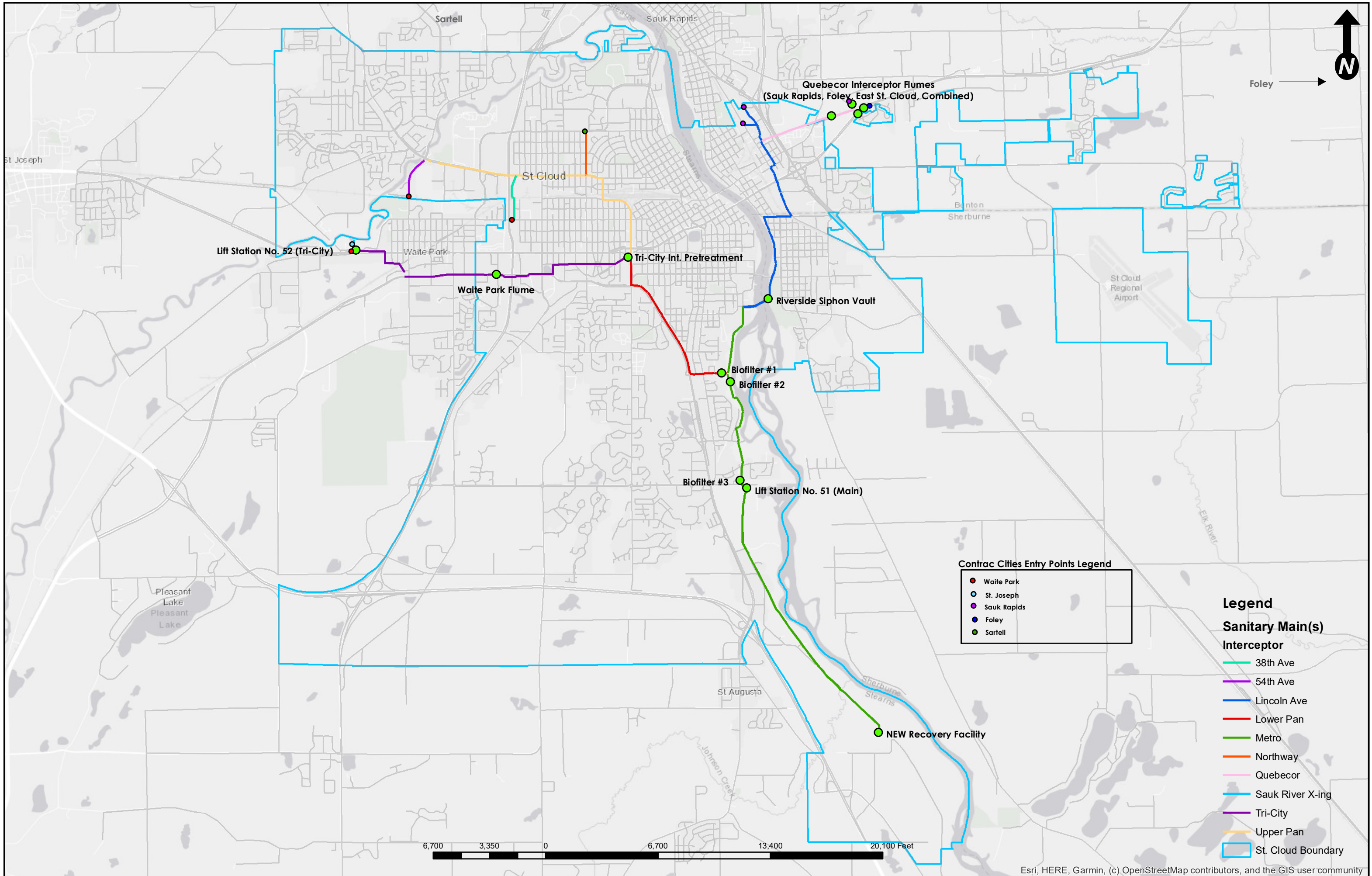
The location of the 38th Avenue and 54th Avenue Sewer Trunk Systems are illustrated in **Figure 1**.

FLOW ALLOCATIONS

All WWCS components will be allocated based on the percentages outlined in the below table. The allocations are based on each Contract City's Base System Capacity as defined in the WWTS Use Agreement and as outlined in the Wastewater Conveyance System Allocation Methodology Memorandum, August 7, 2023, AE2S Nexus.

Community	Base System Capacity (MGD)	WWCS Allocation % (%)
St. Cloud	8.450	52.1%
Sartell	2.885	17.8%
Sauk Rapids	1.735	10.7%
St. Joseph	1.495	9.2%
Waite Park	1.205	7.4%
Foley	0.453	2.8%
Total	16.223	100.00%

Sanitary Interceptor System Overview - 2023



SUMMARY MEMORANDUM

To: Tracy Hodel, Public Services Director
City of St. Cloud, MN

From: Shawn Gaddie, PE - Project Manager
Nicole Jacobi – Lead Analyst

Re: **Wastewater Conveyance System Allocation Methodology**

Date: August 7, 2023

INTRODUCTION

The City of St. Cloud (the City) owns and operates the Nutrient, Energy, & Water Recovery Facility (NEWRF) and the Wastewater Conveyance System (WWCS). The NEWRF and WWCS together comprise the St. Cloud Wastewater Treatment System (WWTS). The City and the cities of St. Augusta, St. Joseph, Sartell, Sauk Rapids and Waite Park (Contract Users) had previously entered into Cooperative Construction Agreements and WWTS Use Agreements that establish wastewater treatment charges, flow allocations and discharge limitations for the WWCS and the NEWRF. The City of Foley entered into a WWTS Use Agreement with the City in July 2021.

The City updated its WWTS Use Agreement in conjunction with the addition of the City of Foley as a Contract User. Considering the significant amount of time passed from original agreements (with some Cooperative Construction agreements dating back over 30 years ago) and associated allocations, the existing Wastewater Conveyance System (WWCS) allocation approach was reviewed for potential modification. Alternative WWCS allocation approaches were analyzed for equitability, potential simplification, and ease of administration. In addition, consideration of a common approach and consistency across all regional assets (i.e. NEWRF and WWCS) was evaluated.

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Re: Wastewater Conveyance System Allocation Methodology

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EXISTING SYSTEM OVERVIEW

WWCS Components

The cities of Waite Park, Sauk Rapids, Sartell, and St. Joseph discharge from each Cities service area into the St. Cloud WWCS (The WWCS is not applicable to St. Augusta due to their dedicated forcemain connection to the NEWRF). The St. Cloud Sewer Interceptor System (SIS) components of the WWCS are outlined below and presented in Figure 1:

- Metro Interceptor
 - Upper Metro Interceptor
 - Lower Metro Interceptor
 - Metro Forcemains
- Pan Interceptor
 - Upper Pan Interceptor
 - Lower Pan Interceptor
- Tri City Interceptor
 - Tri-City Interceptor
 - Tri-City Forcemain
 - Sauk River Crossing
- Lincoln Avenue (Sections 1-10) Interceptor
- Interceptor Trunk System Components
 - Quebecor
 - 38th Avenue
 - 54th Avenue
 - Northway

Currently, each of the SIS components has varying cost allocation factors, depending upon capacity, users, etc. and are primarily based on the final design peak capacity for each system component/segment. Conversely, the cost allocation for the NEWRF outlined in the WWTS Use Agreement is based upon future average daily flow projections. The Discharge limitations and WWCS flow allocations are provided in the most current Sewer Use Agreements and Cooperative Construction Agreements. Specifically, allocation factors can be found in Exhibit A of the current WWTS Use Agreement.

NEWRF Flow Allocations

The total NEWRF treatment capacity is 17.9 MGD as a biological phosphorus (Bio-P) removal facility. The total original Pool Capacity constructed in the WWTF expansion project was 1,350,000 gallons per day (1.35 MGD), with a remaining "Base Capacity" of 16.55 MGD. With the addition of Foley by means of a Pool Capacity transfer to Base Capacity, Pool Capacity was



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reduced to 0.897 MGD and Base Capacity increased to 17.003 MGD. The breakdown of Base Capacity, Pool Capacity, and Total Capacity by Contract User is provided in Table 1.

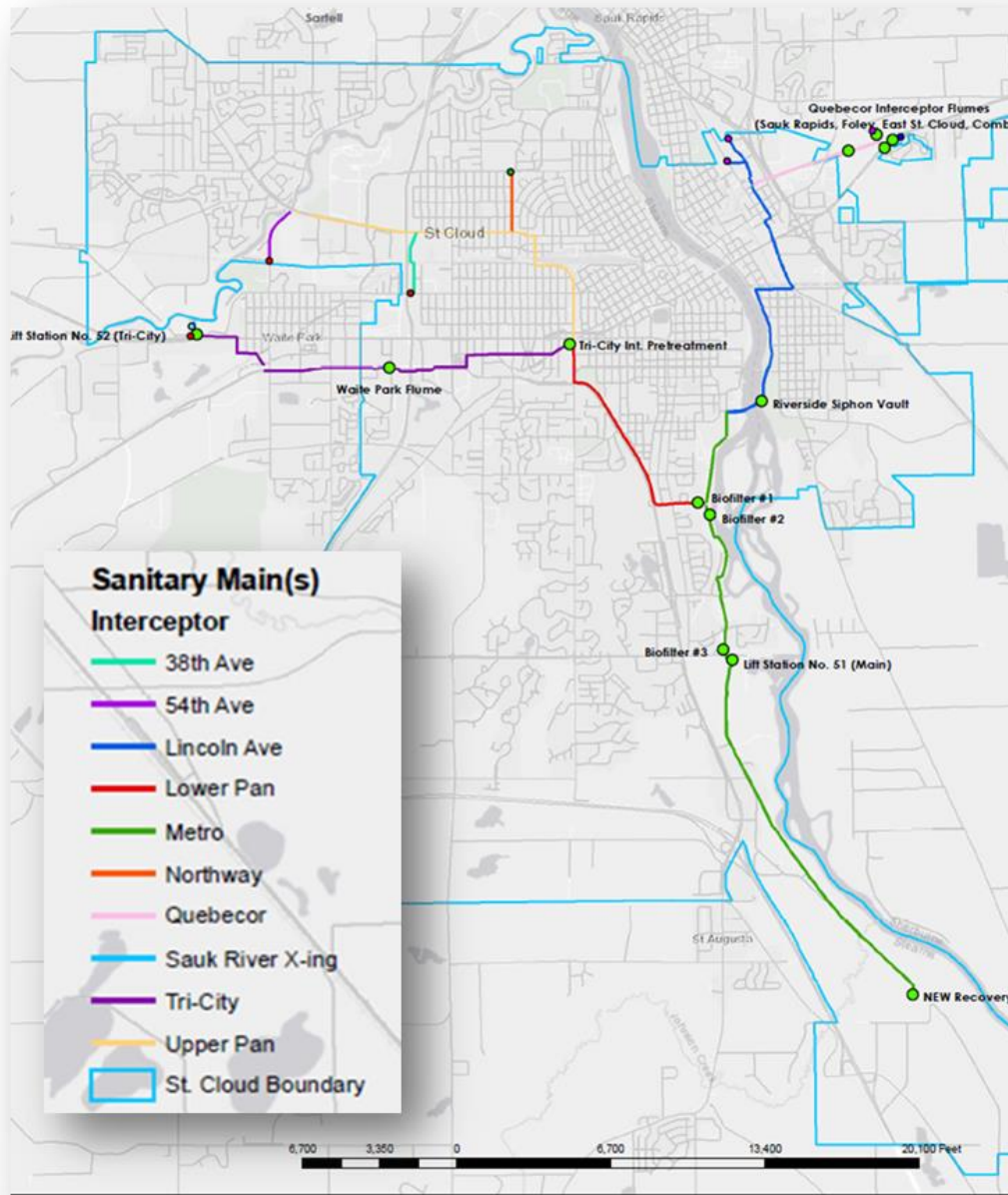


Figure 1: Existing Regional WWCS

Table 1: Flow Allocations

City	Base System Capacity (MGD)	Pool Capacity	Total Capacity
St. Cloud	8.450	0.350	8.80
Sartell	2.885	0.097	2.982
Sauk Rapids	1.735	0.225	1.960
St. Joseph	1.495	-	1.495
Waite Park	1.205	0.225	1.430
St. Augusta	0.780	-	0.780
Foley	0.453	-	0.453
Total	17.003	0.897	17.900

The flow allocations provided above provide the basis for allocation of treatment rehabilitation, upgrade, and expansion (RUE) costs. The original cost allocation methodology is outlined in the 2009 Pool Capacity and Cost Allocation memorandum (Pool Capacity and Cost Allocation, March 4, 2009, Black & Veatch Corporation) and results in the allocation percentages provided in Table 2 (modified for the addition of the City of Foley).

Table 2: Treatment Upgrade, Expansion, and Rehabilitation Cost Allocation

City	Allocation %
St. Cloud	34.47%
Sartell	26.06%
Sauk Rapids	11.99%
St. Joseph	7.65%
Waite Park	7.96%
St. Augusta	6.26%
Foley	5.61%
Total	100%

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OVERVIEW OF COMMON ALLOCATION APPROACHES

Common goals for allocation of cost associated with rehabilitation and replacement of regional collection system assets primarily include:

- Ensure allocations use industry accepted methodology.
- Confirm that allocations are equitable and reflective of cost of service.
- Verify that allocations reflect the policies and objectives of system participants.

Outlined below is a summary of the common approaches further evaluated for allocation of the City of St. Cloud WWCS asset costs.

1. **Postage Stamp:** Equitably allocates (i.e. flow based) the entire regional system across all customers, regardless of the location of the customer discharge point to the system (i.e. postage stamp perspective). This approach has the least information needs and is the easiest to administer with a goal of balancing total benefit of regional system use and cost over time. **Results in common allocation factors across all assets.**
2. **Sub-Regional Segregation:** System is divided based on technical cost of service variables (i.e. facilities used, inch-dia-mi of interceptor maintained by system branch, etc.) then allocated to applicable users based on flow. This approach drives toward more accurate consideration of system usage benefit and cost by location, while simplifying the information needs and administrative demands long-term. **Results in common aggregated allocation factors derived from a detailed evaluation of sub-system asset usage.**
3. **Specific Allocation:** Allocation is based on specific facilities used, specific capacity of each facility, and contributed average and/or peak flows of each user at each location/component. This approach is the most detailed and may be perceived as the most accurate, but also requires the most information and has the greatest administrative demand to maintain accuracy over time. **Results in multiple unique allocation factors for all sub-system assets.**

The methodology and results for calculation of allocation factors under each of these alternative approaches is presented in the following sections.

POSTAGE STAMP

As discussed above, under the Postage Stamp approach, the entire regional system is allocated across all customers, regardless of the location of the customer discharge point to the system. Therefore, the Postage Stamp allocation factors are consistent across all system components/assets. Multiple potential approaches to establishing the basis for these allocation

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factors were discussed with the City throughout the analysis, however, in an effort to maintain consistency with treatment system allocation factors, each applicable Contract Users Base System Capacity (as shown in Table 1 and as included to the WWTS Use Agreement) was used as the basis for Postage Stamp allocation. Resulting Postage Stamp allocation factors are presented in Table 3.

Table 3: Postage Stamp Approach

City	Base System Capacity (MGD)	Allocation Percent
St. Cloud	8.450	52.1%
Sartell	2.885	17.8%
Sauk Rapids	1.735	10.7%
St. Joseph	1.495	9.2%
Waite Park	1.205	7.4%
Foley	0.453	2.8%
Total	16.223	100%

SUB-REGIONAL SEGREGATION

The Sub-Regional Segregation approach calculates total share of each WWCS sub-system for each Contract User by establishing estimated total inch-diameter-miles of pipe used by each Contract User and then allocating the proportional share of each pipeline based on pipe diameter and allocated flows. The steps of this process include:

1. Establish contributing Contract Users for each pipe segment.
2. Establish size/capacity based on end-of-pipe area for each pipeline segment.
3. Distribute size/capacity of each pipeline segment to each Contract user based on proportional share of contributed flows (per base capacity values within the WWTS Use Agreement).
4. Calculate the total inch-diameter-miles of each pipeline segment.
 - a. $\text{Inch-Dia-Miles} = \text{Length of Pipeline in Miles} \times \text{Diameter of Pipeline}$
5. Calculate the proportional share of inch-dia-miles for each pipeline segment attributable to each Contract City based on proportional share of distributed flows from step 3.

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6. Sum the proportional share of inch-dia-miles for all pipeline segments for each Contract City.
7. Establish allocation factors for the WWCS for each Contract City by dividing results of step 6 by the sum of inch-dia-miles for the entire regional WWCS.

The results of step 7 establish common aggregated allocation factors derived from sub-system asset usage for all Contract Cities. The distributed flow in million gallons per day (MGD) and resulting percentage share of flow are shown in Table 4 and Table 5, respectively. Each Contract Cities proportional share of inch-dia-miles for each pipeline segment is shown in Table 6, with the aggregated allocation factors shown at the bottom of Table 6.

Table 4: Allocated WWCS Flow (MGD)

Segment	St. Cloud	Sartell	Sauk Rapids	St. Joseph	Waite Park	Foley
Upper Metro	5.07	-	1.74	-	-	0.45
Lower Metro	8.45	2.89	1.74	1.50	1.21	0.45
Metro FM	8.45	2.89	1.74	1.50	1.21	0.45
Upper Pan	1.99	2.89	-	-	0.74	-
Lower Pan	3.38	2.89	-	1.50	1.21	-
Tri-City Interceptor	1.39	-	-	1.50	0.50	-
Tri-City FM	1.39	-	-	1.50	0.50	-
Sauk River Crossing	0.23	-	-	1.50	-	-
Lincoln Avenue	5.07	-	1.74	-	-	0.45
Quebecor	1.00	-	1.45	-	-	0.45
38 th Ave	0.34	-	-	-	0.29	-
54 th Ave	0.49	-	-	-	0.42	-
Northway	1.17	2.89	-	-	-	-

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Table 5: Allocated WWCS Percent of Flow

Segment	Inch-Dia-Mi	St. Cloud	Sartell	Sauk Rapids	St. Joseph	Waite Park	Foley
Upper Metro	50.69	69.9%	-	23.9%	-	-	6.2%
Lower Metro	108.02	52.1%	17.8%	10.7%	9.2%	7.4%	2.8%
Metro FM	240.09	52.1%	17.8%	10.7%	9.2%	7.4%	2.8%
Upper Pan	116.19	35.6%	51.7%	-	-	12.7%	-
Lower Pan	116.19	37.7%	32.2%	-	16.7%	13.4%	-
Tri-City Interceptor	8.36	41.1%	-	-	44.3%	14.7%	-
Tri-City FM	8.66	41.1%	-	-	44.3%	14.7%	-
Sauk River Crossing	125.06	13.3%	-	-	86.7%	-	-
Lincoln Avenue	103.43	69.9%	-	23.9%	-	-	6.2%
Quebecor	31.19	34.4%	-	50.0%	-	-	15.6%
38 th Ave	8.36	53.7%	-	-	-	46.3%	-
54 th Ave	9.84	53.7%	-	-	-	46.3%	-
Northway	0.05	28.8%	71.2%	-	-	-	-

Table 6: Distributed Inch-Dia-Mi and Weighted Share of System

Segment	Inch-Dia-Mi	St. Cloud	Sartell	Sauk Rapids	St. Joseph	Waite Park	Foley
Upper Metro	50.69	35.4	-	12.1	-	-	3.2
Lower Metro	108.02	56.3	19.2	11.6	10.0	8.0	3.0
Metro FM	240.09	125.1	42.7	25.7	22.1	17.8	6.7
Upper Pan	116.19	41.4	60.0	-	-	14.8	-
Lower Pan	116.19	43.8	37.4	-	19.4	15.6	-
Tri-City Interceptor	8.36	3.4	-	-	3.7	1.2	-
Tri-City FM	8.66	3.6	-	-	3.8	1.3	-
Sauk River Crossing	125.06	16.6	-	-	108.5	-	-
Lincoln Avenue	103.43	72.3	-	24.7	-	-	6.5
Quebecor	31.19	10.7	-	15.6	-	-	4.9
38 th Ave	8.36	4.5	-	-	-	3.9	-
54 th Ave	9.84	5.3	-	-	-	4.6	-
Northway	0.05			-	-	-	-
Total In-Dia-Mi	942.4	429.6	159.4	93.5	167.5	67.2	25.2
Allocation %		45.59%	16.91%	9.93%	17.77%	7.13%	2.68%

REVISED SPECIFIC ALLOCATION

The Specific Allocation approach is consistent with St. Cloud’s current approach, and therefore is termed “Revised Specific Allocation” for the purpose of this memo. The Revised Specific Allocation approach develops allocation factors based on specific facilities/pipe segments used, specific capacity of each facility/pipe segment, and contributed average and/or peak flows of

Summary Memorandum

Re: Wastewater Conveyance System Allocation Methodology

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each user at each location/component. This results in a unique set of allocation factors for each system component.

Similar to the Sub-Regional Segregation approach, estimated flow for each pipe segment was distributed amongst Contract Users considering contributed users of each segment and each Contract User’s Base System Capacity (Total Capacity less Pool Capacity). Table 4 above presents the distributed flow in MGD (same as Sub-Regional Segregation), with the percent of flow and ultimate allocation factor for each pipe segment restated in Table 7 below.

Table 7: Allocated WWCS Percent of Flow and Revised Specific Allocation Factors

Segment	St. Cloud	Sartell	Sauk Rapids	St. Joseph	Waite Park	Foley
Upper Metro	69.9%	-	23.9%	-	-	6.2%
Lower Metro	52.1%	17.8%	10.7%	9.2%	7.4%	2.8%
Metro FM	52.1%	17.8%	10.7%	9.2%	7.4%	2.8%
Upper Pan	35.6%	51.7%	-	-	12.7%	-
Lower Pan	37.7%	32.2%	-	16.7%	13.4%	-
Tri-City Interceptor	41.1%	-	-	44.3%	14.7%	-
Tri-City FM	41.1%	-	-	44.3%	14.7%	-
Sauk River Crossing	13.3%	-	-	86.7%	-	-
Lincoln Avenue	69.9%	-	23.9%	-	-	6.2%
Quebecor	34.4%	-	50.0%	-	-	15.6%
38 th Ave	53.7%	-	-	-	46.3%	-
54 th Ave	53.7%	-	-	-	46.3%	-
Northway	28.8%	71.2%	-	-	-	-

Summary Memorandum

Re: Wastewater Conveyance System Allocation Methodology

August 7, 2023

CONTRACT CITIES OUTREACH, FEEDBACK, AND PREFERRED ALTERNATIVE

Each of the outlined approaches is considered consistent with industry best practice. When selecting a preferred alternative, prioritization of goals and objectives for migrating to an alternative approach should be considered, including:

- Equitability
- Consistency
- Simplification
- Ease of administration
- Balance of benefit over time

The outlined approaches (Postage Stamp, Sub-Regional Segregation, and Revised Specific Allocation) were discussed in detail during a review meeting with participating Contract Cities. The information presented in this meeting is attached to this memo as Exhibit 1. Based on the information provided in that meeting and select additional follow-up communications, feedback was solicited from each Contract City regarding its preferred alternative allocation approach.

Based on feedback received from each Contract City, the consensus was to proceed with the Postage Stamp approach. The primary reasons for selecting this approach is the benefits offered as follows:

- Minimizes information needs relative to current and other alternative approaches.
- Provides the least complicated administration of process.
- Expected to achieve the goal of balancing total benefit of regional system use and cost over time, while still being recognized as an industry accepted methodology.
- Determined to be equitable and reflective of cost of service.

The final recommended Postage Stamp WWCS allocation factors are presented in Table 8.

Table 8: Preferred Alternative WWCS Allocation Factors – Postage Stamp

City	Base System Capacity (MGD)	Allocation Percent
St. Cloud	8.450	52.1%
Sartell	2.885	17.8%
Sauk Rapids	1.735	10.7%
St. Joseph	1.495	9.2%
Waite Park	1.205	7.4%
Foley	0.453	2.8%
Total	16.223	100%

EXHIBIT B

OF THE WASTEWATER TREATMENT SYSTEM USE AGREEMENT

Flow Monitoring, Sampling and Testing Schedule

Sampling Frequency	Parameters to be Analyzed	Reporting
Daily	Flow (at all discharge points)	Monthly <i>(by 15th day of following month)</i>
Twice Monthly ¹	cBOD ₅ - Carbonaceous Biochemical Oxygen Demand TSS - Total Suspended Solids pH - (grab sample)	Monthly <i>(by 15th day of following month)</i>
Monthly	TP - Total Phosphorus O&G - Oil & Grease (grab sample or composite sample) ² Sulfide - total sulfide	
Bi-Annually	Flowmeter Verification/Calibration	Bi-Annually
Bi-Annually	Mercury (Total & Dissolved) ³	Bi-Annually

1. Samples shall be collected on two non-consecutive 24 hour days on two non-consecutive weeks each month. The City may require one sample per quarter be collected from a period consisting primarily of a Saturday or Sunday.
2. Composite and Grab samples shall be collected in the manner defined by the latest edition of Standard Methods.
3. Mercury samples shall be collected in two separate quarters.

EXHIBIT C

OF THE WASTEWATER TREATMENT SYSTEM USE AGREEMENT

WWTF POOL CAPACITY

ARTICLE I DEFINITIONS

Pool Capacity (PC): Pool Capacity is the reserve of wastewater treatment capacity to be constructed in the WWTF expansion project, but not to be initially allocated to any of the Contract Users. The total Pool Capacity to be constructed in the WWTF expansion project is 1,350,000 gallons per day (1.35 MGD).

Pool Capacity Unit (PCU): A PCU is a unit of wastewater treatment capacity equal to 25,000 gallons per day (0.025 MGD) of domestic strength wastewater.

Contract Users: Includes all of the parties to this Agreement (i.e. - the cities of St. Cloud, St. Augusta, St. Joseph, Sartell, Sauk Rapids and Waite Park) who are working together cooperatively to provide for the rehabilitation, upgrade and expansion of the St. Cloud Area Wastewater Treatment Facilities (WWTF).

Review Committee: The purpose/role of this committee shall be to review and decide requests to purchase, sell, or reallocate Pool Capacity and to take related actions as necessary to fulfill the terms of this Agreement. This committee shall consist of the following members: The St. Cloud Public Utilities Director or her/his designee, the St. Cloud Public Services Director or her/his designee, a St. Cloud City Council Member, and one representative each to be appointed by the City Councils of St. Augusta, St. Joseph, Sartell, Sauk Rapids and Waite Park. The St. Cloud Public Utilities Director or designee (Director) shall act as chair of the Review Committee. Review Committee proceedings shall be governed by Roberts Rules. A simple majority vote of the full committee (i.e.- five affirmative votes) shall be required for approval of Committee actions.

Wet Weather Period (WWP): A WWP is a time when the total monthly wastewater flow to the WWTF is elevated by ten percent (10%) or more above the average flow rate due to inflow and/or infiltration as determined by the St. Cloud Public Utilities Director and presented to the Review Committee.

ARTICLE II POOL CAPACITY

Initial Responsibility for Payment: Contract Users shall be responsible for the payment of a portion of the initial cost to construct Pool Capacity in accordance with the following table:

TABLE "A"
Initial Responsibility for Payment of Pool Capacity Construction Costs

<u>City</u>	**Initial Share of Pool Capacity Costs**		
	<u>Gals./day</u>	<u>PCU's</u>	<u>Percent</u>
St. Cloud	350,000	14	25.92%
Sartell	225,000	9	16.67%
Sauk Rapids	225,000	9	16.67%
St. Joseph	225,000	9	16.67%
Waite Park	225,000	9	16.67%
St. Augusta	<u>100,000</u>	<u>4</u>	<u>7.40%</u>
Total:	1,350,000	54	100.00%

The payments to be made by each Contract User for its proportionate share of Pool Capacity are included in the overall payments for expansion and rehabilitation of the WWTF as provided elsewhere in this Agreement.

Value of Pool Capacity Units: The cost/value of each PCU shall be based on the actual bid prices and construction costs for the WWTF Rehab, Upgrade and Expansion (RUE). In addition to the RUE, any applicable additions to treatment facility capital value (i.e. future improvement or expansion projects) that benefit the Contract User will be valued as a cost per PCU to be considered in addition to the RUE. The value of the PCU shall be formally set by the Review Committee following receipt of bids and construction of each applicable treatment facility project. The PCU value for each applicable project thusly set by the Review Committee shall be known as the "Initial PCU Value". The Initial PCU Value for the WWTF RUE had been determined at \$135,073.343 in 2010 dollars. The PCU value will be adjusted on January 15th of each year by application of the below formula. The adjustment formula shall be applied separately to each Initial PCU Value for each applicable project.

Adjusted PCU Value = Initial PCU Value multiplied by the ratio of the Engineering News Record (ENR) Construction Cost Index at the time of adjustment divided by the ENR Construction Cost Index at the time of construction.

Adjusted PCU Value = Initial PCU Value x (ENR2 / ENR1)

Where ENR1 = ENR Minneapolis Construction Cost Index, General Purpose, at time of construction

and ENR 2 = ENR Minneapolis Construction Cost Index, General Purpose, at time of adjustment

Qualifying Criteria to Apply for Pool Capacity: A Contract User may, under any of the following circumstances, make application to purchase Pool Capacity:

1. *Ordinary Growth* - In the event that a Contract User's monthly average flow during any period of six consecutive months, exclusive of WWP periods, exceeds 90% of the Contract User's allocated capacity.
2. *Annexation of Existing Developed Areas* - In the event that a Contract User is about to enter an annexation agreement that involves the provision of wastewater collection services to an existing developed area and the resultant increase in wastewater flow is expected to cause the Contract User's monthly average flow to exceed 90% of that Contract User's allocated capacity within the subsequent 24-month period. This provision does not apply to orderly annexation areas that exist as of the date of this Agreement.
3. *Pending Commercial or Industrial Development* - In the event that a Contract User is about to enter an agreement that involves the provision of wastewater collection services to a proposed significant commercial or industrial development and the resultant wastewater flow increase is expected to cause the City's monthly average flow to exceed 90% of that Contract User's allocated capacity within the subsequent 24-month period.

Sale of Pool Capacity to New Contract User: If the City of St. Cloud receives a request from an entity that is not currently a Contract User to receive conveyance and treatment of wastewater, Pool Capacity may be sold by any one, or a combination of, existing Contract User(s) to meet the capacity request of the potential new Contract User. Pool Capacity for each Contract User choosing to sell will be reduced by the amount of each Contract User's respective sale amount, reducing total Pool Capacity available in reserve. Determination of selling Contract Users will be based on Contract User's desire to sell, in consideration of desire to sell of all Contract Users. Contract Users with a desire to sell agree to offer a sale amount and convene in the interest of determining the sale distribution amongst willing sellers. If a sale distribution cannot be agreed upon, and if the quantity of PCUs desired to be sold from all Contract Users exceeds the total purchase request, the sale will be proportioned amongst all selling Contract Users based on existing PCU units available.

Submission of Applications:

1. Applications to purchase Pool Capacity Units must be made in writing and submitted to the Director of Public Utilities for the City of St. Cloud (Director). Applications shall include background and supporting information as necessary to allow for the fair evaluation of the Application, or as requested by the Director or the Review Committee.
2. PCU requests shall be in units rounded to the nearest hundredth. Multiple PCU allocations may be requested/considered, however, if necessary to meet near term needs of existing developed areas that are in the process of being annexed and/or the needs of pending commercial or industrial development areas.
3. Applications for Pool Capacity will not be accepted unless PC is available. If PC is not available, qualifying Contract User's may apply for Lease Capacity, if available, as provided under another section of this Agreement.

Consideration of Applications:

1. The Director shall, within 30 days of receipt, convene a meeting of the Review Committee to consider applications for Pool Capacity. This will include a review of available PCUs, existing capacity utilization, determination of willing sellers, and distribution of sale amounts amongst willing sellers. The applicant will be invited to the Review Committee meeting to present information and answer questions.
2. If the Review Committee finds that an Application meets the qualifying criteria set forth herein, and the cumulative amount of this and all previous PCU's requested for purchase by the applicant is less than or equal to that it's initial cost share of PCU's as shown in Table "A", then the Review Committee shall approve the Application without additional payment.
3. If the Review Committee finds that an Application is consistent with the terms of this Agreement, but the cumulative amount of this and all previous PCU's requested for purchase by the applicant exceeds that it's initial cost share of PCU's as shown in Table "A", then the Review Committee shall approve the Application subject to the payment of the amount indicated in the "Payment" section below.
4. If an Application is approved, PC will ordinarily be allocated in units rounded to the nearest hundredth. If the Review Committee approves only a portion of such request, it shall be in units rounded to the nearest hundredth and accompanied by a written statement stating the reasons for such action.
5. If the Review Committee finds that an Application does not meet the qualifying criteria or does not otherwise comply with the terms of this Agreement, then the Committee shall deny the request. In this event the Review Committee shall prepare a written statement indicating the reasons for the denial.

PCU Payment, Debt Service Redistribution, and Reimbursement Methodology

An applicant shall be required to make payment for PCU requests in the form of an **Upfront Payment** as well as participation in remaining debt service. The value of the **Upfront Payment** will be dependent upon applicable project debt principal paid down at the time of the sale versus debt principal remaining on each underlying project component of the established PCU value. Selling Contract Users will be reimbursed based on the percentage of the sale applicable to each Contract User less any outstanding debt service to be offset by purchasing Contract User's new debt allocation percent. A PCU purchase request will involve determining the **Upfront Payment** for the purchasing Contract User, redistributing any remaining debt service based on revised debt service allocations due to redistribution of PCU units, and calculating reimbursements for selling Contract Users. The steps for determining each of these components are outlined below with an example calculation included in Attachment A.

Upfront Payment Calculation for Purchasing Contract User

Steps for calculation of the **Upfront Payment** are as follows:

1. Determine **Value of Sale**: **Value of Sale** will be equal to approved number of PCU units being sold multiplied by the value of each PCU, defined herein.
2. Recalculate Debt Service Allocation Percentages: Existing Debt Service allocation percentages will be revised using cost allocation methodology within the existing contract user agreements, considering reallocation of PCU units due to purchase request. The original cost allocation methodology is outlined in the 2009 Pool Capacity and Cost Allocation memorandum (*Pool Capacity and Cost Allocation, March 4, 2009, Black & Veatch Corporation*) included as Attachment B.
3. Determine **Change in Debt Allocation Percent** for Purchasing Contract User: **Change in Debt Allocation Percent** equals **New Debt Allocation Percent** less **Existing Debt Allocation Percent**.
4. Identify **Outstanding Principal**: **Outstanding Principal** equals principal remaining on applicable debt service as of date of sale.
5. Determine **Change in Debt Allocation Value** for Purchasing Contract User: Purchasing Contract User's **Change in Debt Allocation Value** is equal to **Change in Debt Allocation Percent** multiplied by **Outstanding Principal**.
6. Determine **Upfront Payment**: **Upfront Payment** is equal to **Value of Sale** less **Change in Debt Allocation Value** for purchasing Contract User.

Debt Service Redistribution

The recalculated debt service allocation percentages for the WWTF RUE as well as recalculated debt service allocation for any applicable additions to treatment facility PCU value will be used to redistribute remaining debt service payments for each project component.

Reimbursements for Selling Contract User

The **Contract User Reimbursements** are a distribution of the **Total Upfront Payment**. Steps for calculation of **Contract User Reimbursements** are as follows:

1. Calculate Reimbursements for Selling Contract Users without Debt Outstanding: For Selling Contract Users without debt outstanding (i.e. project cost share was prepaid), Contract User Reimbursement equals PCU Value multiplied by PCUs sold.
2. Calculate Reimbursements for Selling Contract Users with Debt Outstanding: For Selling Contract Users with debt outstanding, Contract User Reimbursement equals Total Upfront Payment less reimbursements calculated under Step 1, multiplied by proportion of remaining PCUs sold, excluding PCUs accounted for in Step 1.

Payment Timing: The amount required herein shall be paid in full within 60 days of the date of approval by the Review Committee. Payment shall be made to the City of St. Cloud Public Utilities for reimbursement to selling Contract Users. If payment is not received within the time specified, the Review Committee's action to allocate PCU to the applicant shall be considered

null and void. If applicant cannot meet specified timeline, a written request to adjust the payment timing can be submitted to the Review Committee for consideration.

Capacity Report: The Director shall annually provide a written report to the Contract Users summarizing the wastewater flow rates, allocated WWTF capacity, and allocated Pool Capacity for each Contract User, and the status of the Pool Capacity reserve.

ARTICLE III LEASE CAPACITY

Application for Lease Capacity: If a Contract User meets the qualifying criteria to apply for Pool Capacity, but all 54 PCU's have been allocated, then that Contract User may make application to lease Unused Capacity, if available.

Unused Capacity: In the event that a Contract User makes application to lease Unused Capacity from other Contract Users, then the Review Committee shall review the existing flow rates for all Contract Users. If at that time the Review Committee finds that the average flow for any Contract User during any period of six consecutive months, exclusive of WWP periods, is less than 90% of that Contract User's allocated capacity, then the Review Committee may declare a portion of that Contract User's allocated capacity to be Unused Capacity

The maximum amount of a City's allocated capacity that may be declared to be Unused Capacity shall be determined by multiplying a City's total allocated capacity by ninety percent (90%) and then subtracting that City's average monthly flow during the preceding six consecutive month period exclusive of WWP periods, and then rounding PCU's to the nearest hundredth.

Unused Capacity will be removed from the City's allocated capacity until additional plant capacity is made available by expansion or other means and shall be assigned to the Unused Capacity Pool as described below. Unused capacity will be returned to a City when additional plant capacity is made available to all lease holders.

A City may opt not to allow the reassignment of any portion of its allocated capacity to the Unused Capacity Pool, however, in this event, that City shall agree to work proactively with the other Contract Users in good faith to expand the capacity of the WWTF.

Unused Capacity Pool: The Unused Capacity thusly determined from all Cities shall be assigned to the Unused Capacity Pool. Unused Capacity may then be subject to the Lease provisions set forth herein if so determined by the Review Committee.

Lease of Unused Capacity:

1. If Unused Capacity from one or more cities has been declared by the Review Committee and a City meets the qualifying criteria to apply for Pool Capacity then that City is eligible to lease Unused Capacity from the Unused Capacity Pool.
2. Unused Capacity will be allocated by the Review Committee in PCU's rounded to the nearest hundredth whenever possible up to the number of PCU's that exceeds the applicant's

demonstrated need according to the qualifying criteria for Pool Capacity. Unused Capacity thusly allocated to an applicant shall also be known as Lease Capacity.

3. If the Review Committee finds that an Application does not meet the qualifying criteria or does not otherwise comply with the terms of this Agreement, then the Committee shall deny the request. In this event the Review Committee shall prepare a written statement indicating the reasons for the denial.

Lease Terms:

1. Once allocated, Lease Capacity shall be assigned to the applicant City until any of the following events occur: a) the WWTF is expanded, b) the Review Committee determines that the applicant no longer needs or qualifies for Lease Capacity, or c) this Agreement is otherwise lawfully terminated.
2. An applicant shall be required to make annual payment in the following amount in consideration for Lease Capacity:

Annual Lease Payment = Number of leased PCU's multiplied by the most recently determined PCU value for each applicable project multiplied by a factor of .05 (5.0%).

Annual Lease Payment = Number of PCU's x Adjusted PCU Value for each applicable project x .050

3. The lease payment shall be made in a lump sum within 30 days of the approval of the lease by the Review Committee, and shall thereafter be paid annually within 30 days of receipt of invoice which will follow after the January 15th PCU value adjustment. The initial lease payment will be pro-rated from the date of approval of the Lease Capacity to the end of the year.
4. Payments shall be made directly to the City of St. Cloud Public Utilities and deposited in the Lease Capacity Account. If payment is not received within the time specified, the Review Committee may take action to revoke the lease.

Distribution of Lease Capacity Account Funds:

The distribution of lease capacity account funds will be made annually. Funds will be distributed to those Cities for which an Unused Capacity determination has been made in proportionate to each Contract User's share of the Total Unused Capacity Pool. Distributions shall be made within 30 days after the Lease Capacity Payments are due.

**ARTICLE IV
DISPUTES AND REMEDIES**

In addition to the remedies provided in this Exhibit and Article IV of Wastewater Treatment System Use Agreement and those normal remedies provided by law for breach of contract, the parties specifically agree that this Agreement may be enforced in a Court of competent jurisdiction by an action to require specific performance.

POOL CAPACITY AGREEMENT – AMENDMENT NO. 1 – SIGNATURE PAGE

CITY OF ST CLOUD

DocuSigned by:
Mayor Dave Kleis
C0CDB88E7A824D3...
Mayor

5/4/2021

Date

DocuSigned by:
[Signature]
9B11382BAC05417...
City Clerk

5/4/2021

Date

CITY OF SARTELL

DocuSigned by:
Ryan Fitzhumm
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Mayor

5/4/2021

Date

DocuSigned by:
Anna Gruber - City Administrator
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City Clerk

5/4/2021

Date

CITY OF SAUK RAPIDS

[Signature]
Mayor

6-24-2021

Date

DocuSigned by:
Ross Olson - City Administrator
81168E084985439...
City Clerk

5/4/2021

Date

CITY OF WAITE PARK

DocuSigned by:
Mayor Richard E. Miller
716A5938E74D48E...
Mayor

5/4/2021

Date

DocuSigned by:
Karla Vinning - Deputy Clerk
BB8BDD88B8BA47E...
City Clerk

5/4/2021

Date

CITY OF ST JOSEPH

DocuSigned by:
Mayor Rick Schultz
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Mayor

5/4/2021

Date

DocuSigned by:
Kayla Klein - City Clerk
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City Clerk

5/4/2021

Date

CITY OF ST AUGUSTA

DocuSigned by:
Mayor Michael B Jensen
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Mayor

5/7/2021

Date

DocuSigned by:
Bill McCabe - Administrator
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City Clerk

5/4/2021

Date

**COOPERATIVE DESIGN AND CONSTRUCTION AGREEMENT
BETWEEN THE CITIES OF ST. AUGUSTA, ST. CLOUD,
ST. JOSEPH, SARTELL, SAUK RAPIDS, AND WAITE PARK**

Relating to:

Participation by St. Augusta, St. Cloud, St. Joseph, Sartell, Sauk Rapids, and Waite Park in the costs to design and construct Phase 1 Rehabilitation, Upgrade and Expansion Improvements at the St. Cloud Wastewater Treatment Facility (WWTF)

THIS AGREEMENT is made and entered into by and between the City of St. Augusta, Minnesota, acting by and through its City Council, hereinafter referred to as "St. Augusta," the City of St. Joseph, Minnesota, acting by and through its City Council, hereinafter referred to as "St. Joseph," the City of Sartell, Minnesota, acting by and through its City Council, hereinafter referred to as "Sartell," the City of Sauk Rapids, Minnesota, acting by and through its City Council, hereinafter referred to as "Sauk Rapids," the City of Waite Park, Minnesota, acting by and through its City Council, hereinafter referred to as "Waite Park," and the City of St. Cloud, Minnesota, acting by and through its City Council, hereinafter referred to as "St. Cloud." The above-named Cities shall hereinafter be collectively referred to as "the parties."

RECITALS

In 2004, representatives of the parties participated in a process to select a consultant to provide professional services related to the expansion and rehabilitation of the St. Cloud Wastewater Treatment Facility (WWTF). At the conclusion of this process the representatives recommended selection of Black & Veatch Corporation (B&V) to provide facilities planning, design, bidding, and construction phase services. The St. Cloud City Council subsequently approved a contract with B&V to provide professional services in conjunction with the facilities planning process.

Following selection of B&V, representatives of the parties participated in a three-year process to develop a Facilities Plan for the upgrade, expansion, and rehabilitation of the WWTF. The completed Facilities Plan has been approved by the parties and has been submitted to the Minnesota Pollution Control Agency for review and approval.

The Facilities Plan provides for the upgrade, expansion and rehabilitation of the WWTF in two phases, with the Phase 1 work to commence after necessary State authorizations are received, tentatively scheduled for 2009 (hereinafter referred to as the "Phase 1 Improvements"), and for Phase 2 work to commence in 2017, or as warranted.

The purpose of this Agreement is to set forth the responsibilities of the parties with respect to implementation of the Phase 1 Improvements to the WWTF, including the cost allocations to be paid by each of the parties and the manner of payment.

The estimated costs of the Phase 1 Improvements, and the distribution of those costs, as set forth in the Facilities Plan, are as follows:

Table 1
Estimated Phase 1 WWTF Improvement Costs

City	Design Cost	Construction Cost	Total Improvement Cost	% of Total
Sartell	\$786,518	\$13,269,883	\$14,056,401	27.64
St. Cloud	\$980,613	\$16,544,619	\$17,525,232	34.47
Sauk Rapids	\$341,032	\$5,753,798	\$6,094,830	11.99
St. Joseph	\$296,972	\$5,010,424	\$5,307,396	10.44
St. Augusta	\$213,274	\$3,598,302	\$3,811,576	7.50
Waite Park	\$226,591	\$3,822,974	\$4,049,565	7.96
TOTALS	\$2,845,000	\$48,000,000	\$50,845,000	100.00

Table 2
Estimated Cost Allocations for the Phase 1 Construction Costs

City	Upgrade ¹ Cost	Expansion ¹ Cost	Rehabilitation ² Cost	Total Construction Cost
Sartell	\$2,420,055	\$8,265,397	\$2,584,432	\$13,269,883
St. Cloud	\$9,231,757	\$0	\$7,312,862	\$16,544,619
Sauk Rapids	\$1,727,039	\$2,397,985	\$1,628,774	\$5,753,798
St. Joseph	\$979,022	\$2,602,069	\$1,429,332	\$5,010,424
St. Augusta	\$418,009	\$2,449,006	\$731,286	\$3,598,302
Waite Park	\$1,155,026	\$1,479,608	\$1,188,340	\$3,822,974
TOTALS	\$15,930,909	\$17,194,066	\$14,875,025	\$48,000,000

¹Costs are based on year 2017 flow projections for each City.

²Costs are based on year 2030 flow projections for each City.

The estimated cost allocations shown in Table 1 and Table 2 are for Phase 1 only and are based on the population and flow projections previously determined by each City as set forth in the Facilities Plan, and on January 2, 2010 mid-point of construction cost estimates.

Facility needs and associated cost allocation methodology will be re-evaluated as necessary for the Phase 2 Expansion Project. It is anticipated that the planning process for Phase 2 will commence in year 2015.

AGREEMENT

It is, therefore, mutually agreed as follows:

ARTICLE I - DESIGN

St. Cloud shall enter into an agreement with B&V to provide professional services in conjunction with the design of the Phase 1 Improvements at the WWTF as identified under the Facilities Plan process as previously adopted and approved by the parties. St. Cloud shall perform all acts and functions necessary to cause said design work to be completed in a timely and satisfactory manner in accordance with local and State MPCA requirements, and the parties' timetable for completion of the Phase 1 Improvements. It is anticipated that the design phase work will commence in January 2008, and will be completed by December 31, 2008.

Prior to the commencement of design phase work, all parties shall deposit with the City of St. Cloud an amount equal to their respective estimated cost shares for design phase work as shown in Table 1 for the Phase 1 Improvements. St. Cloud shall deposit such funds in an interest bearing account (Design Phase Account). St. Cloud shall pay all design phase costs from this account. Upon completion of the design phase work St. Cloud shall prepare a final tabulation of design phase costs and cost-shares based on the actual design phase costs incurred. If the amount of funds including accrued interest is found to be in excess of the final design phase costs, then St. Cloud shall distribute the surplus funds to the parties in proportion to each parties contributions to the Design Phase Account. If the amount of funds, including accrued interest, is found to be less than the final design phase costs, then St. Cloud shall invoice the parties for their respective proportionate share of the shortfall. In this event, the parties agree to pay their proportionate share of the shortfall to St. Cloud within 30 days of receipt of the invoice. The estimated cost of the design phase work for the Phase 1 Improvements at the WWTF is \$2,845,000. St. Cloud shall enter into an agreement with B&V which contains a not to exceed clause for the design phase consistent with the foregoing estimate.

Concurrently with the design phase work, St. Cloud shall prepare new Sewer Use Agreements (SUA) to replace the SUAs and Addenda that currently exist between St. Cloud and the other parties. The new SUAs are subject to individual review, negotiation, and approval by each of the parties. A city reviewing a draft new SUA shall be responsible for the city's cost of review and negotiation, including each city's respective individual costs for legal counsel. The new SUAs, subject to negotiation, may incorporate all or portions of the provisions of the existing SUAs and Addenda, and may include new conditions as negotiated with the individual city participants or as required by current State and Federal regulations. The new SUAs shall include, subject to review and negotiation, all or portions of the draft Pool Capacity provisions previously developed by the St. Cloud Wastewater Advisory Commission (SCAWAC). In developing the new SUAs, the parties shall consider and may include provisions based upon the Facility Plan dated May 2006 for the WWTF. When completed, the new SUAs shall be submitted to the parties individually for review and approval by the respective City Councils of the parties. The new SUAs shall be fully approved by all parties to this agreement and executed before award of the construction contract as described in Article II below. The parties shall not unreasonably withhold approval of the new SUAs.

ARTICLE II - CONSTRUCTION BY ST. CLOUD

Following completion and approval of the design phase work, receipt of all necessary local (i.e. SUAs) and state authorizations and permits, including authorization from the MPCA, and the approval of new SUAs with each individual city participant, St. Cloud intends to let a contract for construction of the Phase 1 Improvements.

St. Cloud is willing to finance the cost of construction of the Phase 1 Improvements under the terms and conditions set forth hereinafter.

St. Cloud shall, in conjunction with the award and administration of the construction and engineering contracts for the WWTF Phase 1 Improvements, do and perform the following:

(Item 1A) Duly advertise, receive bids, tabulate bid results and prepare a recommendation to award the contract to the lowest responsible bidder.

(Item 1B) Distribute the bid results and the recommendation to award the contract to all parties for review and approval.

(Item 1C) The parties shall be asked to demonstrate concurrence with the decision to award the contract through adoption of appropriate "Resolutions of Support" by their respective City Councils. The parties shall not unreasonably withhold such approval.

(Item 1D) After approval by all parties, St. Cloud shall award the contract.

(Item 2) Direct and cause the supervision and inspection of all construction and engineering functions necessary for the satisfactory construction of said Phase 1 Improvements; and

(Item 3) Make such changes in plans or in the character of the work for said Phase 1 Improvements which are reasonably necessary to cause said Improvements to be in all things performed and completed in a satisfactory manner, in accordance with MPCA standards and other applicable codes and regulations, and to that end enter into any change orders or supplemental agreements for the performance of any extra work or work occasioned by any necessary, advantageous or desirable changes in plans. However, SCAWAC will establish during the design phase of the project a Wastewater Treatment Facility Project subcommittee whose purpose is to facilitate project communication and develop procedures for providing comments and recommendations on change orders; and

(Item 4) Do and perform all other acts and functions necessary to cause said Phase 1 Improvements to be completed in a satisfactory manner in accordance with MPCA requirements and other applicable codes and regulations.

ARTICLE III- FUNDING OF CONSTRUCTION COSTS

St. Cloud agrees to finance the cost of the Phase 1 construction improvements under the following terms and conditions:

(Item 1) Each party shall be responsible for its proportionate share of costs related to the construction of the Phase 1 Improvements including construction engineering, testing, inspection and the cost of any change orders or supplemental agreements which may be necessary to complete the construction and also including the cost of any settlements of claims made with St. Cloud's contractors in connection with such construction.

(Item2) The estimate of Phase 1 construction costs and cost allocations, as shown in Table 1, shall be updated following completion of the design phase work and again following receipt of construction bids. A final schedule of construction costs and cost allocations will be prepared following completion of construction.

(Item 3) *Prepay Option* - Each party shall be given an opportunity to pre-pay all or a portion of its estimated cost share. Parties who intend to pursue this option shall notify St. Cloud of their intentions, including the dollar amount that they intend to prepay, at least 90 days prior to the date that construction funding is scheduled to be put in place. Pre-pay amounts shall be due and payable to St. Cloud on the same date that the construction bond is scheduled to be sold and/or construction loan is scheduled to be established.

(Item 4) St. Cloud agrees to secure construction phase funding for Phase 1 construction needs, less any prepay amounts received from the parties. Towards this end St. Cloud shall pursue financing via a below-market rate loan under the revolving fund program for public wastewater facilities administered by the Minnesota Public Facilities Authority (PFA) together with the Minnesota Pollution Control Agency (MPCA). St. Cloud shall use said revolving loan fund to the extent that it may be available and advantageous. St. Cloud shall pursue and apply, to the extent available, any grant dollars available from the state and federal governments for projects of this nature. Any low-interest loans of grants received shall be offered to each party in the same proportion as each party's total phase one construction cost. The parties acknowledge and agree that this grant and loan sharing formula shall apply even if one or more grants or loans are designated exclusively for a particular category of cost (e.g. upgrade cost, expansion cost, or rehabilitation cost). St. Cloud shall issue a Utility Revenue Bond to finance any costs not covered by the revolving loan and grant dollars. Debt service on construction funding shall be structured over a 20-year period.

(Item 5) *Debt Service Payments* - Each party shall be responsible for the repayment of its proportionate share of construction phase funding to be secured by St. Cloud, including a proportionate share of bond issuance costs, finance fees and expenses and net interest costs. Debt service payments to St. Cloud shall be made in semi-annual installments over a 20-year period. St. Cloud shall calculate and distribute a schedule of payments at the time that the construction phase funding is put in place. This schedule may be revised upon completion of construction if necessary to account for differences, if any, between the estimated and final schedule of construction phase costs and debt.

(Item 6) *Acceptance* - After approval by all parties of the construction contract, it is understood and agreed that the aforesaid computation and determination of the amount due from the parties for construction of the Phase 1 Improvements shall be final, binding and conclusive. It is further agreed that the acceptance by St. Cloud of the completed construction work shall be final, binding and conclusive upon the parties as to the satisfactory completion of said work.

ARTICLE IV – GENERAL PROVISIONS

Section A. Governing Law

This Agreement is made pursuant to, and shall be construed in accordance with the laws of the State of Minnesota.

Section B. Disputes and Remedies

The parties agree as follows:

- a. Negotiation. When a disagreement over interpretation of any provision of this Agreement shall arise, the parties in dispute will direct staff members, as they deem appropriate, to meet at least one (1) time at a mutually convenient time and place to attempt to resolve the dispute through negotiation.
- b. Mediation/Arbitration. When the parties to this Agreement are unable to resolve disputes, claims or counterclaims, or are unable to negotiate an interpretation of any provision of this Agreement, the parties hereto may mutually agree in writing to seek relief by submitting their respective grievances to mediation and/or binding arbitration.
- c. Adjudication. When the parties to this Agreement are unable to resolve disputes, claims or counterclaims, are unable to negotiate an interpretation of any provision of this Agreement or are unable to agree to submit their respective grievances to mediation or binding arbitration, or such action has not otherwise resolved the matter in dispute, either party to the dispute may seek relief through initiation of an action in a court of competent jurisdiction. In addition to the remedies provided for in this Agreement and any other available remedies at law or equity, in the case of a violation, default, or breach of any provision of this Agreement, the non-violating, non-defaulting, or non-breaching party may bring an action for specific performance to compel the performance of this Agreement in accordance with its terms.

Section C. Modification/Amendment

This Agreement shall not be modified, amended, or altered except in writing duly executed and adopted based upon the resolution of the participating city councils.

Section D. Severability

In the event that any provision of this Agreement is determined and adjudged to be unconstitutional, invalid, illegal or unenforceable by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect, and the parties hereto shall negotiate in good faith and agree to such amendments or modifications of or to this Agreement or other appropriate actions as shall, to the maximum extent practicable in light of such determination, implement and give effect to the intentions of the parties hereto.

Section E. Headings and Captions

Headings and captions are for convenience only and are not intended to alter any of the provisions of this Agreement.

Section F. Scope of Agreement

The terms, covenants, conditions and provisions of this Agreement do not constitute the entire agreement between the parties as they remain subject to subsequent approvals of the parties with respect to new SUAs and the award of a construction contract for the Phase 1 Improvements.

Section G. Agreement Approval

Before this Agreement shall become binding and effective, it shall be approved by resolution of the City Councils of each of the parties.

Section H. Termination

This Agreement shall be of indefinite term. It shall be terminated only by the mutual consent of the parties given in writing.

IN TESTIMONY WHEREOF, the parties have duly executed this Agreement by their duly authorized officers and caused their respective seals to be hereunto affixed.

(City Seal)



CITY OF ST. AUGUSTA

By: B. J. Kroll
Mayor

Date: 4/19/08

By: William R. McLoe
City Clerk

Date: 4/19/08

(City Seal)



CITY OF ST. CLOUD

By: Dan Klein
Mayor

Date: 5-8-08

By: Steph G. Egan
City Clerk

Date: 5-8-08

(City Seal)



CITY OF ST. JOSEPH

By: Alan Kasper
Mayor


Date: 4-27-08

By: Judy Weyers
City Clerk

Date: 4-19-08

(City Seal)

CITY OF SARTELL

By: 
Mayor


Date: 4-21-08

By: 
City Clerk

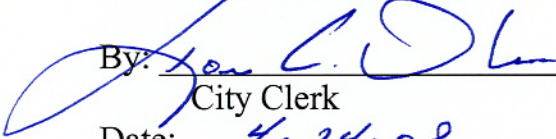
Date: 4-21-08

(City Seal)

CITY OF SAUK RAPIDS

By: 
Mayor

Date: 4-24-08

By: 
City Clerk

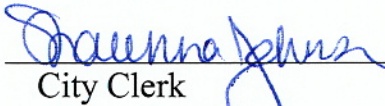
Date: 4-24-08

(City Seal)

CITY OF WAITE PARK

By: 
Mayor

Date: 4-16-08

By: 
City Clerk

Date: 4-16-08

EXHIBIT E

OF THE WASTEWATER TREATMENT SYSTEM USE AGREEMENT

BASE CAPACITY TRANSFER PROVISIONS

When Pool Capacity, as outlined in Exhibit C, is unavailable from another Contract User, a Contract User in need of additional capacity may make application to purchase Base Capacity from a Contract User with excess Base Capacity as determined from the most recently adopted WWTS flow projections (see *WWTS Flow Projections, March 25, 2022, AE2S, Inc.* included as Attachment A).

Value of Base Capacity: The cost/value of Base Capacity (“Base Capacity Value”) shall be based on the actual bid prices and construction costs for the WWTF Rehab, Upgrade and Expansion (RUE). In addition to the RUE, any applicable additions to treatment facility capital value (i.e. future improvement or expansion projects) that benefit the Project Partners will be valued as a cost per MGD to be considered in addition to the RUE. The value of the Base Capacity shall be formally set by the Review Committee following receipt of bids and construction of each applicable treatment facility project. The value per MGD for each applicable project thusly set by the Review Committee shall be known as the “Initial Base Capacity Value”. The Initial Base Capacity Value for the WWTF RUE had been determined as follows (in 2010 dollars):

Project Partner	RUE Initial Base Capacity Value per MGD
St. Cloud	\$1,554,667
Sartell	\$3,756,593
Sauk Rapids	\$2,311,629
St. Augusta	\$3,497,625
St. Joseph	\$2,231,067
Waite Park	\$1,872,903
Foley	\$5,403,157

The Base Capacity Value will be adjusted on January 15th of each year by application of the formula below. The adjustment formula shall be applied separately to each Initial Base Capacity Value for each applicable project.

Adjusted Base Capacity Value = Initial Base Capacity Value multiplied by the ratio of the Engineering News Record (ENR) Construction Cost Index

at the time of adjustment divided by the ENR Construction Cost Index at the time of construction.

Adjusted Base Capacity Value = Initial Base Capacity Value x (ENR2 / ENR1)

Where ENR1 = ENR Minneapolis Construction Cost Index,
General Purpose, at time of construction

and ENR 2 = ENR Minneapolis Construction Cost Index,
General Purpose, at time of adjustment

Qualifying Criteria to Purchase Base Capacity: When Pool Capacity is unavailable from another Contract User, a Contract User in need of additional capacity may, under any of the following circumstances, make application to purchase Base Capacity from a Contract User with excess Base Capacity as determined from the most recently adopted WWTS flow projections:

1. *Realized Ordinary Growth* - In the event that a Contract User's monthly average flow during any period of six consecutive months, exclusive of WWP periods, exceeds 90% of the Contract User's allocated capacity.
2. *Projected Ordinary Growth:* In the event that flow projections are adopted by the City and Contract Users that indicate a Contract User is expected to exceed current available Base or Pool Capacity for the planning period of the flow projections.
3. *Annexation of Existing Developed Areas* - In the event that a Contract User is about to enter an annexation agreement that involves the provision of wastewater collection services to an existing developed area and the resultant increase in wastewater flow is expected to cause the Contract User's monthly average flow to exceed 90% of that Contract User's allocated capacity within the subsequent 24-month period. This provision does not apply to orderly annexation areas that exist as of the date of this Agreement.
4. *Pending Commercial or Industrial Development* - In the event that a Contract User is about to enter an agreement that involves the provision of wastewater collection services to a proposed significant commercial or industrial development and the resultant wastewater flow increase is expected to cause the City's monthly average flow to exceed 90% of that Contract User's allocated capacity within the subsequent 24-month period.

Sale of Base Capacity to New Contract User: If the City of St. Cloud receives a request from an entity that is not currently a Contract User to receive conveyance and treatment of wastewater, Base Capacity may be sold by any one, or a combination of, existing Contract User(s) to meet the capacity request of the potential new Contract User. Base Capacity for each Contract User choosing to sell will be reduced by the amount of each Contract User's respective sale amount. Determination of selling Contract Users will be based on Contract User's desire to sell, in consideration of desire to sell of all Contract Users. Contract Users with a desire to sell agree to offer a sale amount and convene in the interest of determining the sale distribution amongst willing sellers. If a sale distribution cannot be agreed upon, and if the quantity of Base Capacity desired to be sold from all Contract Users exceeds the total purchase request, the sale will be proportioned amongst all selling Contract Users based on excess Base Capacity.

Submission of Applications:

1. Applications to purchase Base Capacity must be made in writing and submitted to the Director of Public Utilities for the City of St. Cloud (Director). Applications shall include background and supporting information as necessary to allow for the fair evaluation of the Application, or as requested by the Director or the Review Committee.
2. Base Capacity requests shall be rounded to the nearest thousand. Multiple Base Capacity allocations may be requested/considered, however, if necessary to meet near term needs of existing developed areas that are in the process of being annexed and/or the needs of pending commercial or industrial development areas.
3. Applications for Base Capacity will not be accepted unless Pool Capacity is unavailable from other Contract Users and a determination of excess Base Capacity has been made by the review committee.

Consideration of Applications:

1. The Director shall, within 30 days of receipt, convene a meeting of the Review Committee to consider applications for Base Capacity. This will include a review of available Base Capacity, existing capacity utilization, determination of willing sellers, and distribution of sale amounts amongst willing sellers. The applicant will be invited to the Review Committee meeting to present information and answer questions.
2. If the Review Committee finds that an Application is consistent with the terms of this Agreement, then the Review Committee shall approve the Application subject to the payment of the amount indicated in the "Payment" section below.
3. If an Application is approved, Base Capacity will ordinarily be allocated in units rounded to the nearest thousand. If the Review Committee approves only a portion of such request,

it shall be in units rounded to the nearest thousand and accompanied by a written statement stating the reasons for such action.

4. If the Review Committee finds that an Application does not meet the qualifying criteria or does not otherwise comply with the terms of this Agreement, then the Committee shall deny the request. In this event the Review Committee shall prepare a written statement indicating the reasons for the denial.

Payment

Base Capacity Payment, Debt Service Redistribution, and Reimbursement Methodology

An applicant shall be required to make payment for Base Capacity requests in the form of an **Upfront Payment** as well as participation in remaining debt service. The value of the **Upfront Payment** will be dependent upon applicable project debt principal paid down at the time of the sale versus debt principal remaining on each underlying project component of the established Adjusted Base Capacity Value. Selling Contract Users will be reimbursed based on the percentage of the sale applicable to each Contract User less any outstanding debt service to be offset by purchasing Contract User's new debt allocation percent. A Base Capacity purchase request will involve determining the **Upfront Payment** for the purchasing Contract User, redistributing any remaining debt service based on revised debt service allocations due to redistribution of Base Capacity, and calculating reimbursements for selling Contract Users. The steps for determining each of these components are outlined below with an example calculation included in Attachment B.

Upfront Payment Calculation for Purchasing Contract User

Steps for calculation of the **Upfront Payment** are as follows:

1. Determine **Value of Sale**: **Value of Sale** will be equal to approved capacity being sold in million gallons per day (MGD) multiplied by the Adjusted Base Capacity Value per MGD for selling Contract User, defined herein. If there are multiple selling Contract Users, a Weighted Adjusted Base Capacity Value per MGD will be calculated.
2. Recalculate Debt Service Allocation Percentages: Existing Debt Service allocation percentages will be revised using cost allocation methodology within the existing Contract User agreements, considering reallocation of Base Capacity due to purchase request. The original cost allocation methodology is outlined in the 2009 Pool Capacity and Cost Allocation memorandum (*Pool Capacity and Cost Allocation, March 4, 2009, Black & Veatch Corporation*) included as Attachment B to Exhibit C of the WWTS Use Agreement.
3. Determine **Change in Debt Allocation Percent** for Purchasing Contract User: **Change in Debt Allocation Percent** equals **New Debt Allocation Percent** less **Existing Debt Allocation Percent**.

4. Identify **Outstanding Principal: Outstanding Principal** equals principal remaining on applicable debt service as of date of sale.
5. Determine **Change in Debt Allocation Value** for Purchasing Contract User: Purchasing Contract User's **Change in Debt Allocation Value** is equal to **Change in Debt Allocation Percent** multiplied by **Outstanding Principal**.
6. Determine **Upfront Payment: Upfront Payment** is equal to **Value of Sale** less **Change in Debt Allocation Value** for purchasing Contract User.

Debt Service Redistribution

The recalculated debt service allocation percentages for the WWTF RUE as well as recalculated debt service allocation for any applicable additions to treatment facility **Base Capacity Value** will be used to redistribute remaining debt service payments for each project component.

Reimbursements for Selling Contract User

The **Contract User Reimbursements** are a distribution of the **Total Upfront Payment**. Steps for calculation of **Contract User Reimbursements** are as follows:

1. Calculate Reimbursements for Selling Contract Users without Debt Outstanding: For Selling Contract Users without debt outstanding (i.e. project cost share was prepaid), Contract User Reimbursement equals Selling User's Adjusted Base Capacity Value multiplied by capacity sold in MGD.
2. Calculate Reimbursements for Selling Contract Users with Debt Outstanding: For Selling Contract Users with debt outstanding, Contract User Reimbursement equals Total Upfront Payment less reimbursements calculated under Step 1, multiplied by proportion of remaining capacity in MGD sold, excluding capacity accounted for in Step 1.

In the event a selling Contract User had any portion of their prior Base Capacity allocation paid for by outside grant funds, an additional calculation shall be performed to determine adjustments to reimbursements for the selling Contract User. The calculation shall also determine the distribution of the benefit of prior grant funds to the City and all other Contract Users from the proceeds of a Base Capacity Sale from a purchasing Contract User.

Payment Timing: The amount required herein shall be paid in full within 60 days of the date of approval by the Review Committee. Payment shall be made to the City of St. Cloud Public Utilities for reimbursement to selling Contract Users. If payment is not received within the time specified, the Review Committee's action to allocate Base Capacity to the applicant shall be considered null and void. If applicant cannot meet specified timeline, a written request to adjust the payment timing can be submitted to the Review Committee for consideration.



TECHNICAL MEMORANDUM

To: Tracy Hodel - Public Services Director
City of St. Cloud, MN

From: Scott Schaefer, P.E.
Shawn Gaddie, P.E.
AE2S

Re: **Flow Projections**

Date: March 25, 2022

INTRODUCTION

The City of St. Cloud (the City) owns and operates the Nutrient, Energy, & Water Recovery Facility (NEWRF) and the Wastewater Conveyance System (WWCS). The NEWRF and WWCS together comprise the St. Cloud Wastewater Treatment System (WWTS). The City and the cities of St. Augusta, St. Joseph, Sartell, Sauk Rapids and Waite Park had previously entered into Cooperative Construction Agreements and WWTS Use Agreements that establish wastewater treatment charges, flow allocations and discharge limitations for the WWCS and the NEWRF. The City of Foley entered into a WWTS Use Agreement with the City in July 2021.

The City is updating its WWTS Use Agreement in conjunction with the addition of the City of Foley as a Contract User. The purpose of this memo is to re-establish flow projections and capacity allocations for all Contract Users to be incorporated into the revised WWTS Use Agreement. In addition, the City is in the process of developing Facilities Plans for Metro Force Main Improvements as well as its Wastewater Energy and Equipment Improvements Project. The City requested from the Contract Users projections of future peak hourly flow projections in consideration of average daily flow projections provided herein for inclusion to these Facilities Plans.

AVERAGE DAILY FLOW PROJECTIONS

Average daily flow projections are being established to determine future capacity utilization of the WWTS, for the City, collectively and for all Contract Users individually. The process and methodology for establishing revised average daily flow projections consisted of:

1. Establishing population forecasts based on historical population growth rates;

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Re: Flow Projections

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2. Calculating historical gallons per capita per day (GPCD);
3. Developing flow projections based on application of GPCD estimates to population forecasts.

The existing permitted capacity of the St. Cloud NEWRF is 17.9 MGD. The Minnesota Pollution Control Agency (MPCA) permits facilities based upon Average Wet Weather Flow (maximum month flow). Existing capacity allocations for each Contract User are presented in Table 1. These allocations reflect capacity allocations after sale of Pool Capacity to the City of Foley. "Pool Capacity" in the context of the Contract User agreements is reserve capacity that has not yet been "purchased" by a Contract User. The methodology and results for establishing revised average daily flow projections is presented herein.

Table 1: Existing Capacity Allocations

Contract User	Current Base Allocated Capacity	Pool Capacity	Total Capacity
St. Cloud	8.45	0.35	8.80
Sartell	2.89	0.10	2.98
Sauk Rapids	1.74	0.23	1.96
St. Joseph	1.50	0.00	1.50
Waite Park	1.21	0.23	1.43
St. Augusta	0.78	0.00	0.78
Foley	0.45	0.00	0.45
Total	17.00	0.90	17.90

Population Forecasts

Historical Population Growth

Historical population and population growth was used as a metric for projecting future population growth. Four historical population growth rates were reviewed, including:

1. 30-Year Growth Rate (1990-2020)
2. 20-Year Growth Rate (2000-2020)
3. 15-Year Growth Rate (2005-2020)
4. St. Cloud Area Planning Organization (APO) Forecastⁱ

ⁱ St. Cloud Area Planning Organization (APO), *St. Cloud APO Regional Transportation Planning Assistance Element 2 -Population Forecast*, 2017

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U.S. Census populations were used for 1990, 2000, and 2020 population. Annual estimate data from the U.S. Census Bureau was used for 2005 population estimatesⁱⁱ. Historical Populations are presented in Table 2 with population growth rates for the four scenarios above presented in Table 3. The APO Forecast growth rate is based on the growth rate from the 2020 Census to the 2045 APO projected population for each Contract User.

Table 2: Historical Population

Contract User	Census 1990	Census 2000	Estimated 2005	Census 2010	Census 2020
St. Cloud	48,812	59,108	63,237	65,842	68,881
Sartell	5,393	9,641	13,017	15,876	19,351
Sauk Rapids	7,825	10,213	11,903	12,773	13,862
St. Joseph	3,294	4,681	5,741	6,534	7,029
Waite Park	4,020	6,568	6,644	6,715	8,341
St. Augusta	2,657	3,065	3,011	3,317	3,983
Foley	1,854	2,154	2,451	2,603	2,693
Total	74,855	95,430	106,044	113,660	124,140

Table 3: Population Growth Rates

Contract User	30-Year Growth Rate (1990-2020)	20-Year Growth Rate (2000-2020)	15-Year Growth Rate (2005-2020)	APO Growth Rate Forecast
St. Cloud	1.2%	0.8%	0.6%	0.4%
Sartell	4.4%	3.5%	2.7%	1.7%
Sauk Rapids	1.9%	1.5%	1.0%	0.4%
St. Joseph	2.6%	2.1%	1.4%	0.2%
Waite Park	1.7%	1.2%	1.5%	1.1%
St. Augusta	1.4%	1.3%	1.9%	1.0%
Foley	1.3%	1.1%	0.6%	NA

Selected Population Growth Scenario

Each of the historical growth rates were reviewed with Contract Users and, based on feedback received, varying growth rates were individually selected and ultimately used as the basis for population and flow projections. The selected growth rate scenario for each Contract User is presented in Table 4. The resulting population projections through 2050 for each Contract User are presented in Table 5.

ⁱⁱ U.S. Census Bureau, Population Division, *Annual Estimates of the Resident Population for Incorporated Places in Minnesota*

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It should be noted that the City of St. Augusta’s total population is not currently serviced by the City of St. Cloud WWTS, with some households still on private well and septic systems. St. Augusta provided an estimate of 470 connected households out of 1,260 total households. With approximately 37% of households connected, a 2020 service population of 1,486 was estimated as compared to the total 2020 Census population of 3,983. Therefore, in addition to overall population growth, assumptions were developed regarding additional service connections within the existing population. It was assumed that 50% of the remaining 790 households still on private well or septic systems would be connected by 2050. This would equate to 865 connected households out of 1,260 households by 2050. This growth was combined with overall population growth to establish the total service population growth rate for the City of St. Augusta.

Table 4: Selected Growth Rate Scenario

Contract User	Selected Scenario	Annual Growth Rate
St. Cloud	20-Year Growth Rate	0.8%
Sartell	15-Year Growth Rate	2.7%
Sauk Rapids	Consume Base Capacity by 2050 (~20-year Growth Rate)	1.4%
St. Joseph	Between APO and 20-Year Growth Rate (~15-Year Growth Rate)	1.3%
Waite Park	APO Growth Rate	1.1%
St. Augusta	Service Population Considerations + 20 Year Growth Rate	3.9%
Foley	20-Year Growth Rate	1.1%

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Table 5: Population Forecast – 2020 to 2050

Contract User	Census 2020	2025	2030	2035	2040	2045	2050
St. Cloud	68,881	71,681	74,594	77,626	80,781	84,605	87,481
Sartell	19,351	22,108	25,259	28,848	32,969	37,667	43,034
Sauk Rapids	13,862	14,844	15,896	17,023	18,229	19,520	20,904
St. Joseph	7,029	7,498	7,998	8,532	9,101	9,708	10,356
Waite Park	8,341	8,810	9,305	9,828	10,381	10,965	11,581
St. Augusta*	1,486	1,910	2,370	2,867	3,405	3,988	4,619
Foley	2,693	2,844	3,004	3,173	3,352	3,540	3,739
Total	121,643	129,696	138,426	147,907	158,218	169,453	181,715

*St. Augusta adjusted to estimated service population

Flow per Capita

Historical 2018 to 2020 Average Daily Flows combined with 2018 to 2020 population estimates were used to calculate gallons per capita per day (GPCD) for St. Cloud, Sartell, Sauk Rapids, St. Joseph and Waite Park. The average of these values was used for future flow projections. St. Augusta’s calculated GPCD is based on 2020 average daily flows over an estimated 2020 service population of 1,486. Foley’s GPCD was calculated based on a provided average daily flow of 242,000 gallons per day over 2020 Census population of 2,693.

Table 6: Gallons per Capita per Day (GPCD)

Contract User	2018 GPCD	2019 GPCD	2020 GPCD	Average GPCD
St. Cloud	94	106	95	98
Sartell	70	80	70	73
Sauk Rapids	79	87	83	83
St. Joseph	52	51	49	51
Waite Park	97	105	94	99
St. Augusta	NA	NA	54	54
Foley	NA	NA	91	91

Flow Projections

Projected GPCD for each Contract City was applied to the population forecasts in Table 5 to determine flow projections through 2050. The resulting Average Daily Flow Projections for each Contract User are presented in Table 7.

Table 7: Average Daily Flow Projections (MGD)

Contract User	2020	2025	2030	2035	2040	2045	2050
St. Cloud	6.54	7.02	7.31	7.61	7.92	8.24	8.57
Sartell	1.35	1.61	1.84	2.11	2.41	2.75	3.14
Sauk Rapids	1.16	1.23	1.32	1.41	1.51	1.62	1.74
St. Joseph	0.34	0.38	0.41	0.44	0.46	0.50	0.53
Waite Park	0.78	0.87	0.92	0.97	1.03	1.09	1.15
St. Augusta	0.08	0.10	0.13	0.16	0.19	0.22	0.25
Foley	0.24	0.26	0.27	0.29	0.31	0.32	0.34
Total	10.50	11.49	12.21	12.98	13.82	14.73	15.72

Summary

The total projected 2050 average daily flow for all contract users of 15.72 MGD is still under the total WWTS capacity of 17.90 MGD. Projected 2050 flows for each Contract User as compared to current capacity allocation are presented in Table 8. In summary:

- **St. Cloud:** Projected to reach current base capacity between 2045 and 2050, surpassing it by 2050. Total flow still under Total Capacity (with Pool Capacity) by 2050.
- **Sartell:** Projected to reach current base capacity and Total Capacity between 2045 and 2050, surpassing Total Capacity by 2050.
- **Sauk Rapids:** Projected to reach current base capacity by 2050. Total projected flow still under Total Capacity (with Pool Capacity) in 2050.
- **St. Joseph:** Existing Capacity expected to be sufficient through 2050.
- **Waite Park:** Existing capacity expected to be sufficient through 2050.
- **St. Augusta:** Existing capacity expected to be sufficient through 2050.
- **Foley:** Existing capacity expected to be sufficient through 2050.

Table 8: 2050 Average Day Flow Projections versus Current Capacity (MGD)

Contract User	2050	Current Base Capacity	Pool Capacity	Total Capacity
St. Cloud	8.57	8.45	0.35	8.80
Sartell	3.14	2.89	0.10	2.98
Sauk Rapids	1.74	1.74	0.23	1.96
St. Joseph	0.53	1.50	0.00	1.50
Waite Park	1.15	1.21	0.23	1.43
St. Augusta*	0.25	0.78	0.00	0.78
Foley	0.34	0.45	0.00	0.45
Total	15.72	17.00	0.90	17.90

PEAK HOURLY FLOW PROJECTIONS

The City is in the process of developing Facilities Plans for Metro Force Main Improvements as well as its Wastewater Energy and Equipment Improvements Project. The City requested projections of future peak hourly flow projections in consideration of the 2050 average daily flow projections provided herein for inclusion to these Facilities Plans.

A series of data sources were reviewed and analyzed to ultimately develop Peak Hourly flow projections. Data included:

- Historical peak flow events
- SCADA output from three historical storm events
- NOAA radar-derived data
- Diurnal patterns and flow rates from draft Metro Force Main(s) Evaluation Memo by Apex Engineering Group, Inc.ⁱⁱⁱ

ⁱⁱⁱ Apex Engineering Group, *Metro Forcemain(s) Evaluation*, 2021

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- 2050 average day flow outlined herein

The analysis included a review of historical high flow events and determination of resulting infiltration and inflow (I/I), development of Peak Hourly flow scenarios in consideration of multiple variables, including Base I/I, Future Average Day Flow, Diurnal Flow Factor, and I/I growth to ultimately develop a reasonable estimate of future peak hourly flow.

High Flow Storms

City of St. Cloud staff provided SCADA data from three peak instantaneous flow events, which are summarized in Table 9. SCADA data was used to determine time of peak flows relative to diurnal flow patterns. The rainfall depths and recurrence intervals along with snapshots of the NOAA radar-derived data showing storm total precipitation for these three storms was also reviewed. The 2016 storm was determined to be the most severe out of the three storms reviewed, which had a recurrence interval in the 25-50-year range for that duration (about 2 days). The 2015 storm was about a 5-10-year storm, and the 2019 storm was relatively mild (1-2-year storm).

Based on a review of storm depth and timing of peak flow relative to diurnal system peaking, the 2016 storm was determined to generate the maximum I/I out of the historical storm events reviewed. The 2016 storm was selected as a basis for future peak hourly flow projections. For this storm, an approximation of actual peak flow needed to be made due to SCADA data showing flow surges caused by a defective control panel. The timing of the issue was a coincidence to the significant weather event. Figure 1 shows the flow surges as well as an approximation of more typical peak flow patterns during the significant weather event (shown as red, yellow and green curves on Figure 1). The green curve on Figure 1, with a peak hourly flow for this event of 22 MGD, was selected based on discussions with staff and review of other historical peak flow patterns. Using this curve, I/I was estimated at 18.4 MGD for this event. Note that the peak hourly flow experienced during the July 11, 2016 event was lower due to the peak occurring at a low point in the diurnal flow pattern.

Table 9: Historical Peak Flow Events

Date	Event Type	Peak Flow
7/12/2015	Rain – 1.7 inches	20 MGD
7/11/2016	Rain – 5.3 inches	28 MGD (Corrected to 22 MGD)
6/27/2019	Rain – 2.0inches	23 MGD

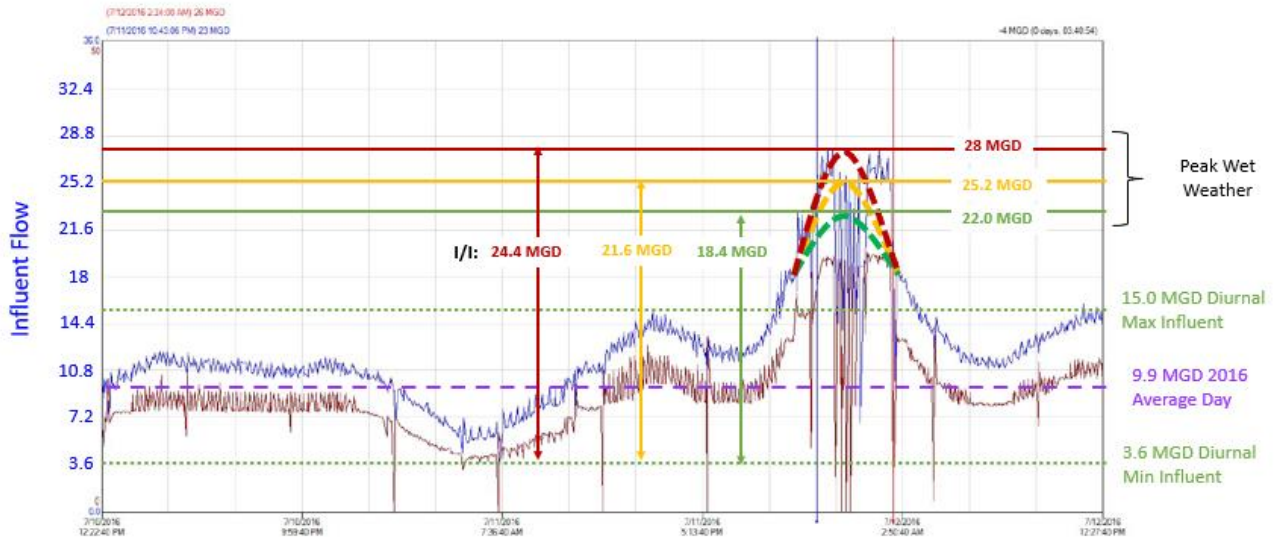


Figure 6 July 11, 2016 Storm Event

Peak Hourly Flow Scenarios

Multiple scenarios were constructed and reviewed with City staff to determine probability and risk of each scenario and to ultimately develop a reasonable estimate of future peak hourly flow. Variables are outlined below and included in Table 10.

- **I/I Growth:** Estimate of future I/I mitigation potential combined with potential increase in I/I as collection system expands to accommodate growth into the future. Analysis considered growth rates ranging from zero percent to projected annual growth in average daily flow (1.3%).
- **Diurnal Flow Factor:** Diurnal flow factors were used to approximate risk of peak I/I simultaneously occurring on top of the diurnal peaks. Based on data reviewed in Apex Engineering Group Metro Force Main Evaluation Memo, a peak dry weather diurnal flow factor over average day flow of 1.6 was used as the maximum. A factor of 1.0 was used on the low end, with 1.3 used as a mid-point diurnal flow factor.
- **Future Average Day Flow:** As discussed herein and shown in Table 7, 2050 average daily flow under the selected scenario is projected at 15.72 MGD. Peak hourly flow was also analyzed under average daily flow at the low end of projections (average daily flow of 13.46 MGD under APO scenario) and the high end of projections (average daily flow of 19.53 MGD under 30-year growth scenario).
- **Base I/I Flow:** All scenarios included the current base I/I of 18.4 MGD as discussed above

The variables in Table 10 were analyzed in several combinations to develop a range of potential peak hourly flow outputs. Based on review of peak flow outputs with staff in conjunction with consideration for current known peaks, I/I reduction potential from future mitigation efforts, and

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determination for likelihood of coincidental I/I diurnal peaking, the scenario outlined in Table 11 was selected as the recommended future peak hourly flow planning value, resulting in an estimated peak hourly flow of 39 MGD. As shown in Figure 2, the scenarios analyzed resulted in peak hourly flow outputs ranging from 32 MGD on the low end to 60 MGD on the high end, with a current peak hourly flow of 22 MGD.

Table 10: Peak Hourly Flow Scenario Variables

Resultant Peak Hourly Flow Projection	Low	Medium	High
I/I Growth	None (0%)	Half of Average Flow Growth (0.7%)	Average Flow Growth (1.3%)
Diurnal Flow Factor	1.0	1.3	1.6
Future Average Day Flow	APO (13.34 MGD)	Selected Scenario (15.59 MGD)	30-Year (19.58 MGD)
Base I/I Flow	18.4 MGD		

Table 11: Selected Peak Hourly Flow Scenario

Resultant Peak Hourly Flow Projection	39 MGD
I/I Growth	Half of Average Flow Growth (0.7%)
Diurnal Flow Factor	1.0
Future Average Day Flow	Hybrid (15.59 MGD)
Base I/I Flow	18.4 MGD

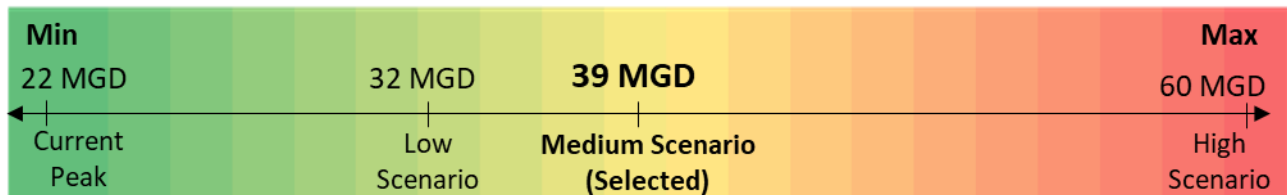


Figure 2 Peak Hourly Flow Scenario Range

**ATTACHMENT B to EXHIBIT E
BASE CAPACITY TRANSFER, DEBT SERVICE REDISTRIBUTION, AND REIMBURSEMENT METHODOLOGY**

Inputs

BASE CAPACITY TRANSFER DETAILS

Sale Overview

Purchasing User - "New" or Existing Contract User Name
Purchase Amount - MGD
Purchase Date - Month and Year

St. Cloud
0.120
December 2023

Sale Distribution

St. Cloud
Sartell
Sauk Rapids
St. Augusta*
St. Joseph
Waite Park
Foley
Total

Existing Base Capacity		Sale Distribution
Available	Sale - MGD	
8.450	0.000	0%
2.885	0.000	0%
1.735	0.000	0%
0.780	0.042	35%
1.495	0.078	65%
1.205	0.000	0%
0.453	0.000	0%
17.00	0.120	100%

Sale Value

ENR CCI - Project Cost Year
ENR CCI- Sale Month and Year
Percent Increase

10,086.5	13,127.9
14,408.0	14,408.0
43%	10%

Project Cost Year
Value per MGD- Project Cost Year

RUE 2010 **NR2** 2018

St. Cloud	\$ 1,554,667	\$ 631,904
Sartell	\$ 3,756,593	\$ 1,526,891
Sauk Rapids	\$ 2,311,629	\$ 939,576
St. Augusta*	\$ 3,497,625	\$ 1,421,632
St. Joseph	\$ 2,231,067	\$ 906,832
Waite Park	\$ 1,872,903	\$ 761,253
Foley	\$ 5,403,017	\$ 2,196,091

Value per MGD- Sale Year

St. Cloud	\$ 2,220,759	\$ 693,519
Sartell	\$ 5,366,094	\$ 1,675,773
Sauk Rapids	\$ 3,302,039	\$ 1,031,191
St. Augusta*	\$ 4,996,172	\$ 1,560,251
St. Joseph	\$ 3,186,961	\$ 995,254
Waite Park	\$ 2,675,342	\$ 835,481
Foley	\$ 7,717,922	\$ 2,410,224

Selling Users Value per MGD - Project Cost Year

St. Cloud	\$ -	\$ -
Sartell	\$ -	\$ -
Sauk Rapids	\$ -	\$ -
St. Augusta*	\$ 3,497,625	\$ 1,421,632
St. Joseph	\$ 2,231,067	\$ 906,832
Waite Park	\$ -	\$ -
Foley	\$ -	\$ -

Weighted Value per MGD - Project Cost Year
Weighted Value per MGD - Sale Year

\$ 2,674,362	\$ 1,087,012
\$ 3,820,184	\$ 1,193,003

UPFRONT PAYMENT CALCULATION FOR PURCHASING CONTRACT USER

Step 1: Determine Value of Sale

Value of Sale will be equal to approved capacity sale in MGD units being sold multiplied by the value per MGD.

	RUE	NR2
Purchase Amount - MGD	0.120	0.120
Weighted Value per MGD - Project Cost Year	\$ 2,674,362	\$ 1,087,012
Value of Sale - Project Cost Year	\$ 320,923	\$ 130,441
Weighted Value per MGD - Sale Year	3,820,184	1,193,003
Value of Sale - Sale Year	\$ 458,422	\$ 143,160

ATTACHMENT B to EXHIBIT E
BASE CAPACITY TRANSFER, DEBT SERVICE REDISTRIBUTION, AND REIMBURSEMENT METHODOLOGY

Inputs

Step 2: Recalculate Debt Service Allocation Percentages

Debt Service Allocation Percentages are revised using cost allocation methodology within the existing contract user agreements, considering reallocation of Capacity due to purchase request. The original cost allocation methodology is outlined in the 2009 Pool Capacity and Cost Allocation memorandum (Pool Capacity and Cost Allocation, March 4, 2009, Black & Veatch Corporation).

RUE Debt Service Allocation

Contract User	Existing Allocation %	Revised Allocation %
St. Cloud	37.26%	37.69%
Sartell	28.17%	28.17%
Sauk Rapids	12.96%	12.96%
St. Augusta	0.00%	0.00%
St. Joseph	8.27%	7.84%
Waite Park	8.61%	8.61%
Foley	4.73%	4.73%
Total	100.00%	100.00%

NR2 Debt Allocation

Contract User	Existing Allocation %	Revised Allocation %
St. Cloud	34.47%	35.20%
Sartell	26.06%	26.06%
Sauk Rapids	11.99%	11.99%
St. Augusta	6.26%	5.92%
St. Joseph	7.65%	7.25%
Waite Park	7.96%	7.96%
Foley	5.61%	5.61%
Total	100.00%	100.00%

Step 3: Determine Change in Debt Allocation Percent for Purchasing Contract User

Change in Debt Allocation Percent equals New Debt Allocation Percent less Existing Debt Allocation Percent.

	RUE	NR2
Purchasing Contract User - Existing Debt Allocation Percent	37.26%	34.47%
Purchasing Contract User - New Debt Allocation Percent	37.69%	35.20%
Purchasing Contract User - Change in Debt Allocation Percent	0.43%	0.74%

Step 4: Identify Outstanding Principal

Principal Remaining on applicable projects as of date of sale.

	RUE	NR2
Remaining Debt Principal (12/31/2023)	\$ 16,095,000	\$ 12,352,000

Step 5: Determine Change in Debt Allocation Value for Purchasing Contract User

Change in Debt Allocation Value equals Change in Debt Allocation Percent multiplied by Outstanding Principal

Purchasing Contract User - Change in Debt Allocation Percent	0.43%	0.74%
Remaining Debt Principal (12/31/2023)	\$ 16,095,000	\$ 12,352,000
Purchasing Contract User - Change in Debt Allocation Value	\$ 69,447	\$ 90,919

Step 6: Determine Upfront Payment

Upfront Payment is equal to Value of Sale less Change in Debt Allocation Value for Purchasing Contract User.

Value of Sale	\$ 458,422	\$ 143,160
Purchasing Contract User - Change in Debt Allocation Value	\$ 69,447	\$ 90,919
Purchasing Contract User - Total Upfront Payment	388,975	52,242

**ATTACHMENT B to EXHIBIT E
BASE CAPACITY TRANSFER, DEBT SERVICE REDISTRIBUTION, AND REIMBURSEMENT METHODOLOGY**

Inputs

REIMBURSEMENTS FOR SELLING CONTRACT USERS

Step 1: Calculate Reimbursements for Selling Contract Users without Debt Outstanding

For Selling Contract Users without debt outstanding, (i.e. project cost share was prepaid), Contract User Reimbursement equals users cost per MGD multiplied by MGD sold.

Contract User	RUE	NR2
St. Cloud	\$ -	\$ -
Sartell	\$ -	\$ -
Sauk Rapids	\$ -	\$ -
St. Augusta*	\$ 209,839.21	\$ -
St. Joseph	\$ -	\$ -
Waite Park	\$ -	\$ -
Total	\$ 209,839.21	\$ -

Step 2: Calculate Reimbursements for Selling Contract Users with Debt Outstanding

For Selling Contract Users with debt outstanding, Contract User Reimbursement equals Total Upfront Payment less reimbursements calculated under Step 1 multiplied by proportion of remaining MGD sold, excluding MGD accounted for in Step 1.

Remaining Contract User Reimbursements	RUE	NR2
	\$ 179,136	\$ 52,242

Contract User	RUE	NR2
St. Cloud	\$ -	\$ -
Sartell	\$ -	\$ -
Sauk Rapids	\$ -	\$ -
St. Augusta	\$ -	\$ 18,285
St. Joseph	\$ 179,136	\$ 33,957
Waite Park	\$ -	\$ -
Total	\$ 179,136	\$ 52,242

Total Reimbursement Summary

Contract User	RUE	NR2	Total
St. Cloud	\$ -	\$ -	\$ -
Sartell	\$ -	\$ -	\$ -
Sauk Rapids	\$ -	\$ -	\$ -
St. Augusta	\$ 209,839	\$ 18,285	\$ 228,124
St. Joseph	\$ 179,136	\$ 33,957	\$ 213,093
Waite Park	\$ -	\$ -	\$ -
Total	\$ 388,975	\$ 52,242	\$ 441,217

April 16, 2024

Local Government Official
St. Augusta
1914 - 250th Street

St. Augusta, MN 56301

Dear Local Government Official:

Congratulations! I am very pleased to send you the attached notification of compliance with the Local Government Pay Equity Act. Since the law was passed in 1984, jurisdictions have worked diligently to meet compliance requirements and your work is to be commended.

Minnesota Rules Chapter 3920 specifies the procedure and criteria for measuring compliance and your jurisdiction's results are attached. You may find a copy of our "Guide to Understanding Pay Equity Compliance" and other resources on our Local Government Pay Equity webpage at: <https://mn.gov/mmb/employee-relations/compensation/laws/local-gov/local-gov-pay-equity/>.

This notice and results of the compliance review are public information and must be supplied upon request to any interested party.

If you have questions or need assistance, please contact Dominique Murray at (651) 259-3805, or by email: pay.equity@state.mn.us

Again, congratulations on your achievement!

Sincerely,
Dominique Murray
Pay Equity Coordinator

Results of Tests for Pay Equity Compliance

Date: April 16, 2024

Jurisdiction: St. Augusta

ID#: 1998

1. Completeness and Accuracy Test

- Passed. Required information was submitted accurately and on time.
- Passed by Exception. Request for Reconsideration approved.

2. Statistical Analysis Test

- Passed. Jurisdiction had more than three male classes and an underpayment ratio of 80% or more.
- Passed. Jurisdiction had at least six male classes, at least one class with a salary range, an underpayment ratio below 80% but a t-test that was not statistically significant.
- Passed by Exception. Request to Reconsideration approved

3. Salary Range Test

- Passed. Too few classes had an established number of years to move through a salary range.
- Passed. Salary range test showed a score of 80% or more.
- Passed by Exception. Request for Reconsideration approved.

4. Exceptional Service Pay Test

- Passed. Too few classes received exceptional service pay.
- Passed. Exceptional service pay test showed a score of 80% or more.
- Passed by Exception. Request for Reconsideration approved.

If you have questions or need assistance, please contact Dominique Murray at (651) 259-3805, or by email: pay.equity@state.mn.us