DATE: November 18, 2025

TO: Honorable Mayor and City Councilmembers

FROM: Shawn Sanders, Assistant City Administrator

SUBJECT: Speed and Traffic Calming Solution Agreement

BACKGROUND

The Police and Engineering Departments have been working with Urban SDK Inc. to provide data for traffic speed and volumes within the City. Urban SDK is a traffic data software company whose platforms allow it to leverage connected vehicle telemetry and GPS data to estimate traffic volumes on every road in the City. This would allow the Police and Engineering Department to provide traffic data instantaneously upon request. The software can also be used to check traffic volume data during events and detours. The one-year price for the program is $17,825, and the cost would be split equally between the Police and Engineering Departments.

RECOMMENDATION

Staff recommends Council approve the Speed and Traffic Calming Solution Agreement.

ACTION REQUESTED

If Council concurs with recommendation, they should pass a motion approving the Speed and Traffic Calming Solution Agreement with Urban SDK Inc.

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT ("Agreement") is made and executed this 18th day of November, 2025, by and between the City of Stillwater, 216 4th Street North, Stillwater, Minnesota 55082, ("City") and Urban SDK, Inc., 10151 Deerwood Park Boulevard Building 100, Suite 100, Jacksonville, FL 32256 ("Consultant").

WHEREAS, the City has accepted the proposal of the Consultant for certain professional Services; and

WHEREAS, Services under this agreement, are generally described as: Speed and Traffic Calming Solution

WHEREAS, Consultant desires to perform the Services for the City under the terms and conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the mutual consideration contained herein, it is hereby agreed as follows:

1. SERVICES.
    a. City agrees to engage Consultant as an independent contractor for the purpose of performing certain professional Services ("Services"), as defined in the following documents:
        i. A proposal dated September 3, 2025, incorporated herein as Exhibit A;
    b. Consultant covenants and agrees to provide Services to the satisfaction of the City in a timely fashion, as set forth in the Exhibits, subject to Section 7 of this Agreement.

2. PAYMENT.
    a. City agrees to pay and Consultant agrees to receive and accept payment for Services as set forth in the Exhibits.
    b. Any changes in the scope of the work of the Services that may result in an increase to the compensation due the Consultant shall require prior written approval by the authorized representative of the City or by the City Council. The City will not pay additional compensation for Services that do not have prior written authorization.
    c. Consultant shall submit itemized bills for Services provided to City on a monthly basis. Bills submitted shall be paid in the same manner as other claims made to City.

3. TERM. This Agreement expires on November 18, 2026. This Agreement may be extended only upon the written mutual consent of the parties for such additional period as they deem appropriate, and upon the same terms and conditions as herein stated.

4. TERMINATION.
    a. Termination by Either Party. This Agreement may be terminated by either party upon 30 days' written notice delivered to the other party to the addresses listed in Section 13 of this Agreement. Upon termination under this provision, if there is no default by the Consultant, Consultant shall be paid for Services rendered and reimbursable expenses until the effective date of termination.
    b. Termination Due to Default. This Agreement may be terminated by either party upon written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement. The non-performing party shall have fifteen (15) calendar days from the date of the termination notice to cure or to submit a plan for cure that is acceptable to the other party.

5. SUBCONTRACTORS. Consultant shall not enter into subcontracts for any of the Services provided for in this Agreement without the express written consent of the City, unless specifically provided for in the Exhibits. The Consultant shall pay any subcontractor involved in the performance of this Agreement within the ten (10) days of the Consultant's receipt of payment by the City for undisputed services provided by the subcontractor.

6. STANDARD OF CARE. In performing its Services, Consultant will use that degree of care and skill ordinarily exercised, under similar circumstances, by reputable members of its profession in the same locality at the time the Services are provided. No warranty, express or implied, is made or intended by Consultant's undertaking herein or its performance of Services.

7. DELAY IN PERFORMANCE. Neither City nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the nonperforming party. For purposes of this Agreement, such circumstances include, but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war, riots, and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage; judicial restraint; and inability to procure permits, licenses or authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by either City or Consultant under this Agreement. If such circumstances occur, the nonperforming party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement. Consultant will be entitled to payment for its reasonable additional charges, if any, due to the delay.

8. CITY'S REPRESENTATIVE. The City has designated Shawn Sanders, to act as the City's representative with respect to the Services to be performed under this Agreement. He or she shall have complete authority to transmit instructions, receive information, interpret, and define the City's policy and decisions with respect to the Services covered by this Agreement.

9. PROJECT MANAGER AND STAFFING. The Consultant has designated Eric Wingbermuehle, to be the primary contacts for the City in the performance of the Services. They shall be assisted by other staff members as necessary to facilitate the completion of the Services in accordance with the terms established herein. Consultant may not remove or replace the designated staff without the approval of the City.

10. INDEMNIFICATION.
    a. Consultant and City each agree to defend, indemnify, and hold harmless each other, its agents and employees, from and against legal liability for all claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are caused by its negligent acts, errors, or omissions. In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of Consultant and City, they shall be borne by each party in proportion to its own negligence.
    b. Consultant shall indemnify City against legal liability for damages arising out of claims by Consultant's employees. City shall indemnify Consultant against legal liability for damages arising out of claims by City's employees.

11. INSURANCE. During the performance of the Services under this Agreement, Consultant shall maintain the following insurance:
    a. General Liability Insurance, with a limit of $2,000,000 for any number of claims arising out of a single occurrence, pursuant to Minnesota Statutes, Section 466.04, or as may be amended;
    b. Professional Liability Insurance, with a limit of $2,000,000 for any number of claims arising out of a single occurrence.
    c. Workers' Compensation Insurance in accordance with statutory requirements.
    d. Automobile Liability Insurance, with a combined single limit of $1,000,000 for each person and $1,000,000 for each accident.

    Consultant shall furnish the City with certificates of insurance, which shall include a provision that such insurance shall not be canceled without written notice to the City. The City shall be named as an additional insured on the General Liability Insurance policy and the Professional Liability Insurance policy.

12. OWNERSHIP OF DOCUMENTS. Professional documents, drawings, and specifications prepared by the Consultant as part of the Services shall become the property of the City when Consultant has been compensated for all Services rendered, provided, however, that Consultant shall have the unrestricted right to their use. Consultant shall retain its rights in its standard drawing details, specifications, databases, computer software, and other proprietary property. Rights to proprietary intellectual property developed, utilized, or modified in the performance of the Services shall remain the property of the Consultant.

13. NOTICES. Notices shall be communicated to the following addresses:

If to City:	City of Stillwater 216 4th Street North Stillwater, MN 55082 Attention: Shawn Sanders Or e-mailed: ssanders@stillwatermn.gov
If to Consultant:	Urban DSK, Inc. 10151 Deerwood Park Boulevard Building 100 Suite 100 Jacksonville, FL 32256 Attention: Eric Wingbermuehle Or e-mailed: eric.wingbermuehle@urbansdk.com

14. INDEPENDENT CONTRACTOR STATUS. All services provided by Consultant, its officers, agents and employees pursuant to this Agreement shall be provided as employees of Consultant or as independent contractors of Consultant and not as employees of the City for any purpose.

15. GENERAL PROVISIONS.
    a. Assignment. This Agreement is not assignable without the mutual written agreement of the parties.
    b. Waiver. A waiver by either City or Consultant of any breach of this Agreement shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach.
    c. Governing Law. This Agreement shall be construed in accordance with the laws of the State of Minnesota and any disputes regarding this Agreement must be brought by civil action and must be venued in Washington County District Court.
    d. Severability. If any term of this Agreement is found be void or invalid, such invalidity shall not affect the remaining terms of this Agreement, which shall continue in full force and effect.
    e. Data Practices Compliance. All data collected by the City pursuant to this Agreement shall be subject to the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13.
    f. Entire Agreement. This Agreement constitutes the entire agreement of the parties and supersedes all prior communications, understandings and agreements relating to the subject matter hereof, whether oral or written. If this Agreement conflicts with terms and conditions stated in the Proposal, this Agreement shall govern.

CITY OF STILLWATER

By: _____
Michael Polehna, Vice Chair

By: _____
Beth Wolf, City Clerk

Date: _____

URBAN SDK, Inc.

By: Micah Dickman

Its: *Micah Dickman*

Date: 11/04/2025

Project Description: Speed and Traffic Calming Solution

City of Stillwater, Minnesota - Sales Order Form

City of Stillwater, Minnesota
216 4th St N, Stillwater, MN 55082, USA
Stillwater, MN 55082

Shawn Sanders
ssanders@stillwatermn.gov
651-430-8830

Hunter Julien
hjulien@stillwatermn.gov
+16513514944

Quote created: September 3, 2025
Quote expires: October 31, 2025
Quote created by: Eric Wingbermuehle

eric.wingbermuehle@urbansdk.com
+13148094490

Comments from Eric Wingbermuehle

Urban SDK will provide **Stillwater, MN** with comprehensive Speed, Volume, and Collision Index data for every roadway. This includes:

- **Speed Data**: A 12-month data backfill starting from the month before the contract signing, with ongoing monthly reports.
- **Collision Index Data:** A 12-month data backfill starting from the month before the contract signing, with ongoing monthly reports.
- **Volume Data**: Refreshed annually to reflect updated traffic conditions.
- **Historical Data**: Any historical data supplied by Stillwater will be uploaded into the platform, ensuring continuity and a robust dataset for analysis.

Products & Services

Item & Description	Quantity	Unit Price	Total
Insights Plan Base plan for Urban SDK with 13 Months of Historical Data Archive. License includes: - Insights Analytics & Reporting - Workspace Data Storage - Studio Map Builder - Public Portfolio to Share Reports Monthly Traffic Conditions Data for Functional Road Classes 1-5 - Minimum Speed - Maximum Speed - Average Speed - 50th Percentile Speed - 85th Percentile Speed - 95th Percentile Speed - Speed Difference - Average Speed - Speed Difference - 85th Percentile - Speed Difference - 95th Percentile - Speed Limits	1	$15,500.00 / year	$15,500.00 / year for 1 year
Traffic Volumes Traffic Volume Data for Functional Road Classes 1-5: - Average Annual Daily Traffic Data (AADT) - Average Annual Hourly Traffic Data (AAHT) - Vehicle Miles Travelled Data (VMT) - Updated Annually - 1 Year Data Archive	1	$2,325.00 / year	$2,325.00 / year for 1 year
Collision Index Layer Urban SDK's Collision Index represents the relative likelihood and severity of collisions occurring on a given road segment.	1	$0.00 / year	$0.00 / year

Annual subtotal	$17,825.00
Total	**$17,825.00**

Terms and Conditions

Our agreement is effective as of the Effective Date set forth below, is entered into by and between the Buyer identified as Customer below ("Customer") and Urban SDK, Inc., a Delaware corporation, with its principal place of business located at 10151 Deerwood Park Boulevard, Building 100 Ste 100 Jacksonville, Florida 32256 ("Urban SDK"). The parties acknowledge and agree that they have read and understand this Agreement and, upon execution, are legally bound by it.

This Agreement includes this "Signature" or any other ordering document referencing this Agreement, the Terms and Conditions available at Terms and Conditions, all statements of work entered into in connection with this Agreement ("Statement(s) of Work").

Signature

Signature

Date

Printed name

Countersignature

Countersignature

Date

Printed name

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/30/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Sihle Insurance Group
1021 Douglas Avenue
Altamonte Springs FL 32714

CONTACT NAME: Certificate Team
PHONE (A/C, No, Ext): 407-869-0962 **FAX (A/C, No):**
E-MAIL ADDRESS: Info@sihle.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Technology Insurance Company	42376
INSURER B : Clear Blue Insurance Company	28860
INSURER C : The Cincinnati Indemnity Company	23280
INSURER D :	
INSURER E :	
INSURER F :	

INSURED URBASDK-01
Urban SDK, Inc.
100 N. Laura Street
Suite 602
Jacksonville FL 32202

COVERAGES **CERTIFICATE NUMBER:** 841049565 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
C	X **COMMERCIAL GENERAL LIABILITY**			ENP0748239	6/1/2025	6/1/2026	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 500,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT X LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
C	**AUTOMOBILE LIABILITY**			ENP0748239	6/1/2025	6/1/2026	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
C	X **UMBRELLA LIAB** X OCCUR			ENP0748239	6/1/2025	6/1/2026	EACH OCCURRENCE	$ 2,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 2,000,000
	DED X RETENTION $ 0							$
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N	N / A		TWC4614683	6/1/2025	6/1/2026	X PER STATUTE / OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N **(Mandatory in NH)**						E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
B	Professional & Cyber Liability			EM3EIIAX00217101	6/14/2024	6/14/2025	Each Claim Annual Aggregate	$2,000,000 $4,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

FOR INFORMATION ONLY

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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