

**AGENDA
CITY COUNCIL
REGULAR MEETING
CITY OF WYOMING, MINNESOTA
FEBRUARY 20, 2024
7:00 PM**

CALL TO ORDER:

CALL OF ROLL:

DETERMINATION OF A QUORUM:

PLEDGE OF ALLEGIANCE:

OPEN FORUM:

"An opportunity for members of the public to address the City Council on items on/or not on the current agenda. Items requiring Council action maybe deferred to staff or Boards and Commissions for research and future Council Agendas if appropriate. You will be limited to three (3) minutes and we ask that you conduct yourself in a professional, courteous manner, and refrain from the use of profanity. Failure to abide by this policy may result in the loss of your privilege to speak".

APPROVAL OF MINUTES:

1. Consider approving the minutes of the "Regular Meeting" of the Wyoming, Minnesota City Council for February 6, 2024
2. Consider approving the minutes of the "Special Meeting" of the Wyoming, Minnesota City Council for February 13, 2024

SCHEDULED BID LETTINGS:

SCHEDULED PUBLIC HEARINGS:

CONSENT AGENDA:

Items under the "Consent Agenda" will be adopted with one motion; however, council members may request individual items to be pulled from the consent agenda for discussion and action if they choose.

3. Consider authorizing the payment of recommended bills, payroll and journal entries for the period of February 7, 2024 to February 20, 2024
4. To consider **Resolution 24-02-16** a resolution declaring certain vehicles as surplus property for disposal and authorizing the police department to dispose of the vehicles through online auction

5. To consider **Resolution 24-02-17** a resolution approving the payment to Midcontinent Communications in the amount of \$67,000.00
6. To consider **Resolution 24-02-18** a resolution approving BergankDV to conduct the annual audit services for the year ended December 31, 2023 in the amount of \$38,850

ACKNOWLEDGE RECEIPT OF REPORTS OF OFFICERS, BOARDS, COMMISSIONS AND DEPARTMENT HEADS:

7. Report of the Public Safety Director, Neil Bauer, for February 15, 2024
8. Report of City Building Official, Fred Weck, IV for February 16, 2024
9. Report of the City Attorney, Tom Loonan, for February 14, 2024
10. Report of City Engineer Mark Erichson, WSB for February 16, 2024

COMMUNICATIONS:

11. 2024 Spring Medallion Hunt

OLD BUSINESS:

12. Gregory Contracting Lighting and Screening update

NEW BUSINESS:

13. To consider **Resolution 24-02-19** a resolution approving an agreement with Lexipol, LLC for the implementation of a comprehensive Police policy and procedure manual and annual policy manual/maintenance/training bulletins in the amount of \$21,536.10
14. To consider **Resolution 24-02-20** a resolution to approve the purchase of one GridBee GS-9 Mixer to be installed at the South Water Tower for the Wyoming Department of Public Works in the amount of \$23,556.00
15. To consider **Resolution 24-02-21** a resolution approving the purchase of a New Holland C332 Tracked Skid Loader with attachments from Baribeau Implement Company Inc. in the amount of \$50,998.00
16. To consider **Resolution 24-02-22** a resolution approving the purchase of the chassis of a 2025 Western star from Boyer ford trucks on a state bid contract and equipment and outfitting from Towmaster in the amount of \$333,605.00
17. To consider **Resolution 24-02-23** a resolution authorizing the interfund loan from the sewer fund (602) to the capital equipment fund (401) to fund the purchase of a plow truck

COUNCIL REPORTS:

ADJOURN

**DRAFT MINUTES
CITY COUNCIL
REGULAR MEETING
CITY OF WYOMING, MINNESOTA
FEBRUARY 6, 2024
7:00PM**

CALL TO ORDER:

Mayor Lisa Iverson called the Regular Meeting of the Wyoming City Council for February 6, 2024 to order at 7:00 PM

CALL OF ROLL:

On a Call of the Roll the following members of the Wyoming City Council were present: Councilmembers Lisa Iverson, Linda Nanko Yeager, Dennis Schilling, Brett Ohnstad, and Claire Luger

ABSENT: None

Also Present: Tom Loonan, Eckberg Lammers; Robb Linwood, City Administrator; Grant MacFarlane, Assistant City Administrator; Mark Erichson-WSB; and Neil Bauer - Public Safety Director

DETERMINATION OF A QUORUM:

PLEDGE OF ALLEGIANCE:

OPEN FORUM:

Eric Torgeson, Euclid Avenue – Asked if there was a way to get the speed limit lowered in this area because there isn't much of a shoulder in the area for people who may be walking and the new development will have a lot of children that may be trying to get to one of the City parks.

Mayor Iverson – Asked City staff to research this suggestion.

City Administrator Linwood – Explained that the State had recently completed some local guidance regarding continuity of speed limits. He stated that there are some necessary procedures that they need to go through.

City Engineer Erichson – Stated that previously, the City or County did not have the ability to set speed limits which was the responsibility of the Department of Transportation Commissioner. He stated that recent legislation allows communities to set speed limits for their local roadways but there is some level of study that is necessary. He noted that now that this legislation exists there are a few roadways in the City that they will look into more closely. He stated that he agreed with City Administrator Linwood that there is a process and procedure that they will need to be followed before the City can consider just changing the speed limits.

Neil Rever, 24679 Hale Avenue, Forest Lake – Stated that Gregory Contracting is right next door and has been approved as a commercial property within a rural residential zone. He stated that this is a very dark area because it is still mostly farmland in the area. He invited the Council to come over to this area at night now that they are in operation because there are multiple lights in operation. He noted that he had already brought this up with Zoning Administrator Weck and they tried to baffle the floodlights, but noted that has not really helped much. He noted that there had also not been any screening put up other than 6 small trees. He reiterated that this is a dark neighborhood and this is a lot of lighting right next door to them and explained that it is to the point that they may need to put up their own screening if something isn't done.

City Administrator Linwood – Noted that he believed that Zoning Administrator Weck has been in communication with Mr. Rever and Ms. Christiansen regarding this issue and explained that

they would pass along these concerns to him and have him look into this.

County Commissioner Montzka – Gave an update on Commission discussion, activities and upcoming actions. He asked if the Council had any specific requests for things they would like to see the Commission work on.

Mayor Iverson – Asked that she and City Administrator Linwood were included in communications on the upcoming Armor meetings. She stated that she had received a call from Senator Koran who stated that the County was asking for the bonding money and asked for an explanation from County Commissioner Montzka.

County Commissioner Montzka – Stated that he believed that was a miscommunication by one of his colleagues. He explained that he had also heard that the County was pushing the interchange on Interstate 35 and 400th Street in North Branch, which has not been the position of the County Board and is not a project they are pushing but believe this may have been what Senator Koran was referring to. He stated that he will clarify this issue and find out how this miscommunication had happened and reiterated that this was not something the Board had voted on to prioritize that project.

City Administrator Linwood – Asked that Public Safety Director Bauer also be included in communications regarding the Armor meetings.

APPROVAL OF MINUTES:

1. **Consider approving the minutes of the “Regular Meeting” of the Wyoming, Minnesota City Council for January 16, 2024**

A MOTION WAS MADE BY COUNCILMEMBER LUGER, SECONDED BY COUNCILMEMBER SCHILLING, TO APPROVE THE MINUTES OF THE “REGULAR MEETING” OF THE WYOMING, MINNESOTA CITY COUNCIL FOR JANUARY 16, 2024 AS SUBMITTED.

Voting Aye: Schilling, Nanko Yeager, Luger, Ohnstad, Iverson

Voting Nay: None

Abstain: None

Absent: None

SCHEDULED BID LETTINGS: NONE

SCHEDULED PUBLIC HEARINGS: NONE

CONSENT AGENDA:

Items under the “Consent Agenda” will be adopted with one motion; however, council members may request individual items to be pulled from the consent agenda for discussion and action if they choose.

2. To consider authorizing the payment of recommended bills, payroll, and journal entries for the period of January 17, 2024 to February 6, 2024
3. To consider the resignation of Christopher Hirsch from the Wyoming Police Department effective January 25, 2024
4. To consider approval a solicitation permit for Cody Strong of Mad City Windows located at 2621 Fairview Avenue N, Roseville, MN 55113 for 2024 for the hours of 10:00 a.m. to 5:00 p.m.
5. To consider an inspection services agreement by and between the City of Wyoming and the City of East Bethel for Advanced Septic Inspections
6. To consider **Resolution 24-02-10** a resolution appointing Election Judges for the Presidential Nomination Primary of 2024
7. To consider **Resolution 24-02-11** a resolution approving the purchase and installation of a new control panel for lift station #11 in the amount of \$40,507.00

8. To consider **Resolution 24-02-12** a resolution to approve the purchase of Rescue Air Lifting Bags from Jefferson Fire and Safety for the Wyoming Public Safety Department in the amount of \$10,768.56
9. To consider approving payment to the League of Minnesota Cities for Workers Compensation Insurance for February 2024 to February 2025 in the amount of \$119,822
10. To consider **Resolution 24-02-13** a resolution declaring certain vehicles as surplus property for disposal and authorizing the police department to dispose of the vehicles through online auction.

A MOTION WAS MADE BY COUNCILMEMBER OHNSTAD, SECONDED BY COUNCILMEMBER SCHILLING, TO APPROVE #2, #3,#4, #5, #6, #7, #8 and # 10 OF THE WYOMING CITY COUNCIL CONSENT AGENDA .

Voting Aye: Schilling, Nanko Yeager, Luger, Ohnstad, Iverson

Voting Nay: None

Abstain: None

Absent: None

ACKNOWLEDGE RECEIPT OF REPORTS OF OFFICERS, BOARDS, COMMISSIONS AND DEPARTMENT HEADS:

11. Report of the Public Safety Director, Neil Bauer for February 1, 2024
12. Report of City Building Official, Fred Weck, IV for January 30, 2024
13. Report of City Engineer Mark Erichson, WSB for February 1, 2024
14. Report of City Attorney Tom Loonan for February 1, 2024

COMMUNICATIONS:

15. Midcontinent City of Wyoming Compass Lake Boulevard Project Update

City Administrator Linwood – Gave an overview of the Compass Lake Boulevard project and noted that it had been completed. He reviewed the broadband connections throughout the City and noted that there are just a few areas that are not yet served by broadband.

OLD BUSINESS: NONE

NEW BUSINESS

16. To consider the hiring of Derek Heath for the Police Officer position with a tentative start date of February 26, 2024

Public Safety Director Bauer – Outlined the City's hiring process and reviewed the background, education, and experience of Derek Heath including working as a Reserve Cadet in the City.

Council Member Nanko Yeager – Asked how long Mr. Heath would have to work for the City under the Reserve Cadet program reimbursement in order for him not to have to payback the City.

Public Safety Director Bauer – Explained that Mr. Heath would have to work for the City for 3 years or he would have to pay those funds back.

A MOTION WAS MADE BY COUNCILMEMBER OHNSTAD, SECONDED BY COUNCILMEMBER SCHILLING, TO APPROVE THE HIRING OF DEREK HEATH FOR THE POLICE OFFICER POSITION WITH A TENTATIVE START DATE OF FEBRUARY 26,

2024

Voting Aye: Schilling, Nanko Yeager, Luger, Ohnstad, Iverson

Voting Nay: None

Abstain: None

Absent: None

- 17.** To consider **Resolution 24-02-14** a Resolution to Approve the Purchase of a 2024 Polaris Ranger XP and Mattracks for Wyoming Public Safety in the amount of \$57,619.80

Public Safety Director Bauer – Outlined the request for a 2024 Polaris Ranger XP and Mattracks to be used by the Fire Department. He stated they plan to determine what will happen to the existing 2007 Polaris at a later time.

Mayor Iverson – Asked for a more detailed explanation of the difference between the existing 2007 vehicle and the 2024 Polaris Ranger XP

Public Safety Director Bauer – Stated that a big difference us with the longevity of the devices and the ability to navigate over down trees and muddy areas.

Council Member Schilling – Asked if the Mattracks would stay on this unit permanently.

Public Safety Director Bauer – Explained that they would be capable of swapping them out if necessary, but noted that they would intend to leave them on because it would primarily be used for wildfires.

Council Member Nanko Yeager – Asked if the Mattracks can be used on a road.

Public Safety Director Bauer – Answered that they can be used to cross a roadway but they would not want to use them for long term navigation on a roadway. He stated that for that situation they would have to trailer it and explained that they are hoping it will fit on the current trailer.

Council Member Luger – Asked how long this equipment was expected to last.

Public Safety Director Bauer – Stated that he would expect it to last at least 15 years and noted that it would not be equipment that is used daily.

Council Member Ohnstad – Asked if there may be a possibility of keeping the 2007 unit and use it in a situation where they would have to remove the Mattracks from the other unit.

Public Safety Director Bauer – Stated that would be possible but explained that they may have a storage issue.

A MOTION WAS MADE BY COUNCILMEMBER SCHILLING, SECONDED BY COUNCILMEMBER OHNSTAD, TO APPROVE RESOLUTION 24-02-14 A RESOLUTION TO APPROVE THE PURCHASE OF A 2024 POLARIS RANGER XP AND MATTRACKS FOR WYOMING PUBLIC SAFETY IN THE AMOUNT OF \$57,619.80

Voting Aye: Schilling, Nanko Yeager, Luger, Ohnstad, Iverson

Voting Nay: None

Abstain: None

Absent: None

- 18.** To consider a proposal from WSB Engineering for the Railroad Park Project Phase 2

Assistant City Administrator MacFarlane – Stated that Phase 1 of the Railroad Park Project, the Veteran's Memorial was completed in 2023. He stated that Phase 2 is the History Walk portion of the Park. He reminded the Council that the services of WSB were utilized for Phase 1 and

have not put together a proposal for Phase 2 including final design, construction and administration. He noted that the Park Advisory Commission had unanimously recommended approval.

Mayor Iverson – Asked what was planned for Phase 2.

Assistant City Administrator MacFarlane – Reviewed the overall plans for Phase 2 of the History Walk.

Council Member Schilling – Asked about the proposed final completion date for Railroad Park.

City Administrator Linwood – Stated that he believes that they need to gather a bit more funding in order to complete Phase 3. He explained that up to this point, this project has been funding through donations from businesses, residents, and the Minnesota Legacy Fund.

Council Member Nanko Yeager - Asked if the funds for the services of WSB would be coming from the donations.

City Administrator Linwood – Stated that it should be strictly the Minnesota Legacy Fund and the donations for this portion of the project.

A MOTION WAS MADE BY COUNCILMEMBER OHNSTAD, SECONDED BY COUNCILMEMBER SCHILLING, TO APPROVE A PROPOSAL FROM WSB ENGINEERING FOR THE RAILROAD PARK PROJECT PHASE 2

Voting Aye: Schilling, Nanko Yeager, Luger, Ohnstad, Iverson

Voting Nay: None

Abstain: None

Absent: None

19. To consider **Resolution 24-02-15** a resolution approving plans and specifications and ordering advertisement for bids for 2024 Trunk Watermain and Forcemain Improvements

City Engineer Erichson – Gave a brief overview of the 2024 project for trunk watermain and forcemain improvements.

A MOTION WAS MADE BY COUNCILMEMBER IVERSON, SECONDED BY COUNCILMEMBER LUGER, TO APPROVE RESOLUTION 24-02-15 A RESOLUTION APPROVING PLANS AND SPECIFICATIONS AND ORDERING ADVERTISEMENT FOR BIDS FOR 2024 TRUNK WATERMAIN AND FORCEMAIN IMPROVEMENTS.

Voting Aye: Schilling, Nanko Yeager, Luger, Ohnstad, Iverson

Voting Nay: None

Abstain: None

Absent: None

20. To consider a City Council Work Session on February 20, 2024

City Administrator Linwood – Explained that staff was requesting a City Council Work Session be held prior to the next Council meeting to review 2024 Goals and Initiatives.

A MOTION WAS MADE BY COUNCILMEMBER LUGER, SECONDED BY COUNCILMEMBER IVERSON, TO APPROVE A CITY COUNCIL WORK SESSION ON FEBRUARY 20, 2024 AT 5:30 P.M.

Voting Aye: Schilling, Nanko Yeager, Luger, Ohnstad, Iverson

Voting Nay: None

Abstain: None

Absent: None

21. To consider a City Council Special Meeting on February 13, 2024

City Administrator Linwood – Explained that staff was requesting a Special City Council meeting to continue negotiations with both bargaining units of the LELS and the International Union of Operating Engineers Local #49.

Council Member Ohnstad – Noted that he was unavailable for a meeting on February 13, 2024.

Council Member Luger – Stated that she was not sure if she would be able to attend but suggested that the meeting move forward.

A MOTION WAS MADE BY COUNCILMEMBER IVERSON, SECONDED BY COUNCILMEMBER SCHILLING, TO APPROVE A CITY COUNCIL SPECIAL MEETING ON FEBRUARY 13, 2024 AT 5:00 P.M.

Voting Aye: Schilling, Nanko Yeager, Luger, Ohnstad, Iverson

Voting Nay: None

Abstain: None

Absent: None

Mayor Iverson – Suggested that the Council do their Council Reports prior to moving into a Closed Session for the next agenda item.

COUNCIL REPORTS:

Council Member Ohnstad – Attended the Park Advisory Commission meeting.

Council Member Nanko Yeager – No report.

Council Member Luger – Attended the Chisago County Sewer Commission meeting.

Council Member Schilling – No report.

Mayor Iverson – Attended the Joint Sewer Commission meeting.

Mayor Iverson recessed the meeting at 7:43 p.m. and reconvened at 7:48 p.m.

22. To consider entering a Closed Session under MN State Statute 13D.05.Subd. (2), (3), and (4) for a personnel matter

A MOTION WAS MADE BY COUNCILMEMBER OHNSTAD SECONDED BY COUNCILMEMBER LUGER TO ENTER INTO A CLOSED SESSION UNDER MN STATE STATUTUE 13.D.05 2(A)(3), AND (4) FOR A PERSONNEL MATTER AT 7:49M

Voting Aye: Nanko Yeager, Luger, Ohnstad, Schilling and Iverson

Voting Nay: None

Abstain: None

Absent: None

A MOTION WAS MADE BY COUNCILMEMBER LUGER SECONDED BY COUNCILMEMBER OHNSTAD TO RETURN TO OPEN SESSION UNDER MN STATE STATUTUE 13.D.05 2(A)(3), AND (4) FOR A PERSONNEL MATTER AT 7:57PM

Voting Aye: Nanko Yeager, Luger, Ohnstad, Schilling and Iverson

Voting Nay: None

Abstain: None

Absent: None

A MOTION WAS MADE BY COUNCILMEMBER IVERSON SECONDED BY COUNCILMEMBER SCHILLING TO TERMINATE CHUCK ALMHJELD PENDING THE EXPIRATION OF ANY VETERANS PREFERENCE APPEAL PERIOD

Voting Aye: Luger, Ohnstad, Schilling, Nanko Yeager and Iverson

Voting Nay: None

Abstain: None

Absent: None

- 23.** To consider the hiring of Steve Reeves as Public Works Superintendent for the City of Wyoming

City Administrator Linwood – Mr. Linwood about the candidate and his qualifications for the position and recommended the hiring of Mr. Reeves for the Public Works Superintendent

A MOTION WAS MADE BY COUNCILMEMBER IVERSON SECONDED BY COUNCILMEMBER LUGER TO APPROVE THE HIRING OF STEVE REEVES AS PUBLIC WORKS SUPERINTENDENT FOR THE CITY OF WYOMING

Voting Aye: Schilling, Nanko Yeager, Luger, Ohnstad, Iverson

Voting Nay: None

Abstain: None

Absent: None

A MOTION WAS MADE BY COUNCILMEMBER LUGER SECONDED BY COUNCILMEMBER SCHILLING TO ADJOURN THE FEBRUARY 6, 2024 “REGULAR MEETING” OF THE WYOMING, MINNESOTA CITY COUNCIL REGULAR MEETING AT 8:07PM

Voting Aye: Schilling, Nanko Yeager, Luger, Ohnstad, Iverson

Voting Nay: None

Abstain: None

Absent: None

A portion of this public meeting may be closed to discuss “Labor Negotiation Strategies”; “Misconduct allegations or charges”; “Attorney-client privilege”; or “Performance evaluations” as per MN State Statute 13D.01-.05.

NEXT REGULAR MEETING:
FEBRUARY 20, 2024
7:00PM

**UNAPPROVED MINUTES
CITY COUNCIL
SPECIAL MEETING
CITY OF WYOMING, MINNESOTA
FEBRUARY 13, 2024
5:00 PM**

CALL TO ORDER: *Mayor Lisa Iverson called the Special Meeting of the Wyoming City Council for February 13, 2024 to order at 5:00 PM*

CALL OF ROLL:

On a Call of the Roll the following members of the Wyoming City Council were present:
Councilmembers Lisa Iverson, Linda Nanko Yeager, Dennis Schilling, and Claire Luger

ABSENT: Councilmember Brett Ohnstad

Also Present: Soren Mattick, Campbell Knutson, Robb Linwood, City Administrator, Grant MacFarlane, Assistant City Administrator, and Neil Bauer, Public Safety Director

DETERMINATION OF A QUORUM:

A MOTION WAS MADE BY COUNCILMEMBER OHNSTAD SECONDED BY COUNCILMEMBER SCHILLING TO ENTER INTO A CLOSED SESSION UNDER MN STATE STATUTUE 13D.03 TO DISCUSS LABOR NEGOTIATION STRATEGIES FOR A CONTRACT WITH THE BARGAINING UNITS OF LAW ENFORCEMENT LABOR SERVICES (LELS) GROUP 507 AND 365 AND LOCAL 49 AT 5:02PM

Voting Aye: Nanko Yeager, Luger, Iverson and Schilling

Voting Nay: None

Abstain: None

Absent: Ohnstad

A MOTION WAS MADE BY COUNCILMEMBER LUGER SECONDED BY COUNCILMEMBER SCHILLING TO RETURN TO OPEN SESSION UNDER MN STATE STATUTUE 13D.03 TO DISCUSS LABOR NEGOTIATION STRATEGIES FOR A CONTRACT WITH THE BARGAINING UNITS OF LAW ENFORCEMENT LABOR SERVICES (LELS) GROUP 507 AND 365 AND LOCAL 49 AT 6:26PM

Voting Aye: Nanko Yeager, Luger, Iverson and Schilling

Voting Nay: None

Abstain: None

Absent: Ohnstad

City Administrator Linwood gave a summation of the closed session

The closed meeting was relative to the matters for bargaining purposes and contract negotiations between the City of Wyoming and bargaining unit of Law Enforcement Labor Services groups 507, 365 and Local 49. The meeting was closed under MN State Statute 13D.03. The closed meeting was attended by Mayor Lisa Iverson and City Council Members Dennis Schilling, Linda Nanko Yeager, Claire Luger and Brett Ohnstad. Also, in attendance was City Administrator, Robb Linwood, Public Safety Director, Neil Bauer and Labor Attorney, Soren Mattick. The council reviewed the proposed contract from the bargaining units. The city council provided advice and direction to legal and city staff but made no formal votes or motions.

**A MOTION WAS MADE BY MAYOR IVERSON TO ADJOURN THE FEBRUARY 13, 2023
“SPECIAL MEETING” OF THE WYOMING, MINNESOTA CITY COUNCIL REGULAR
MEETING AT 6:28**

Voting Aye: Schilling, Nanko Yeager, Luger, Iverson

Voting Nay: None

Abstain: None

Absent: Ohnstad

A portion of this public meeting may be closed to discuss “Labor Negotiation Strategies”; “Misconduct allegations or charges”; “Attorney-client privilege”; or “Performance evaluations” as per MN State Statute 13D.01-.05.

Check List
For Check Dates 02/13/2024 to 02/13/2024

Check Number Name			Check Date
Text Label	55865	PACIFIC LIFE INSURANCE	02/13/2024
Item Code	GL Number	Amount	
ROTH	101-0000-21712	250.00	
		250.00	
Text Label	55866	LAW ENFORCEMENT LABOR	02/13/2024
Item Code	GL Number	Amount	
UNION POLICE	101-0000-21713	493.50	
		493.50	
Text Label	55867	CENTRAL PENSION FUND,	02/13/2024
Item Code	GL Number	Amount	
CENT PENS FUND	101-0000-21716	480.00	
		480.00	
Text Label	55868	WI SCTF,	02/13/2024
Item Code	GL Number	Amount	
WI CHILD SUPPOR	101-0000-21710	215.42	
		215.42	
Text Label	EFT1084	MN STATE RETIREMENT	02/13/2024
Item Code	GL Number	Amount	
CITY HSCP CONT	101-0000-21706	0.00	
HCSP	101-0000-21710	0.00	
MNDCP	101-0000-21712	275.00	
MNDCPPRETAX	101-0000-21712	210.00	
		485.00	
Text Label	EFT1085	SELECTACCOUNT,	02/13/2024
Item Code	GL Number	Amount	
DEP CARE	101-0000-21711	0.00	
FSA CONT	101-0000-21711	0.00	
HSA CITY CONT	101-0000-21707	0.00	
HSA CONT	101-0000-21707	2,003.83	
		2,003.83	
Text Label	EFT1086	P.E.R.A.,	02/13/2024
Item Code	GL Number	Amount	

For Check Dates 02/13/2024 to 02/13/2024

Check Number	Name	Check Date
CORD PERA	101-0000-21704	2,465.95
DCP PERA	101-0000-21704	0.00
DCP PERA MATCH	101-0000-21704	0.00
PERA CITY MATCH	101-0000-21704	2,845.32
PF PERA	101-0000-21704	3,625.07
PF PERA CITY	101-0000-21704	5,437.61
		14,373.95

Text LabelEFT1087INTERNAL REVENUE SERVICE,

02/13/2024

Item Code	GL Number	Amount
FITW	101-0000-21701	6,086.91
SOCSEC_EE	101-0000-21703	2,236.45
MEDICARE_ER	101-0000-21703	948.38
SOCSEC_ER	101-0000-21703	2,236.45
MEDICARE_EE	101-0000-21703	948.38
		12,456.57

Text LabelEFT1088STATE OF MINNESOTA,

02/13/2024

Item Code	GL Number	Amount
SITW	101-0000-21702	2,792.33
		2,792.33

Text Label

General Checking Account 10100
Total Amount Being Paid: \$33,550.60
Total Number of Checks: 9

Mayor Iverson

Councilmember Luger

Councilmember Nanko Yeager

Councilmember Schilling

Check Number	Name	Check Date
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Councilmember Ohnstad

City of Wyoming Check Detail Register

1/11
February 16, 2024 09:46 AM
User: ssaxe
DR: Wyoming

02-20-2024 Payables

Check # Invoice #	Check Date	Vendor Name	General Ledger #	Amount	Comment
55870 3832	02/20/2024	3 PILLARS BOOKKEEPING			
		101-1500-43000 PROFESSIONAL SE		\$250.00	PROFESSIONAL SERVICE (GENERAL)
		Total for 3 PILLARS BOOKKEEPING		\$250.00	
55871 92337	02/20/2024	A-1 TIRE SERVICE INC			
		101-3100-44040 REPAIRS & MAINT.		\$283.50	REPAIRS & MAINT. - EQUIPMENT
		Total for A-1 TIRE SERVICE INC		\$283.50	
55872 12412163 12412037	02/20/2024	ACME TOOLS			
		101-2200-45800 OTHER EQUIPMEN		\$215.16	OTHER EQUIPMENT
		101-2200-45800 OTHER EQUIPMEN		\$1,140.00	OTHER EQUIPMENT
		Total for ACME TOOLS		\$1,355.16	
55873 3860321	02/20/2024	ADAM'S PEST CONTROL INC			
		101-3100-42310 CONTRACTED SER		\$53.69	MAINTENANCE BUILDING
		101-3100-42310 CONTRACTED SER		\$75.00	PUBLIC WORKS
		101-2110-42310 CONTRACTED SER		\$53.69	PD DEPT
		Total for ADAM'S PEST CONTROL INC		\$182.38	
55874 02032024	02/20/2024	AT & T MOBILITY			
		101-2110-43200 COMMUNICATIONS		\$1,128.19	COMMUNICATIONS (GENERAL)
		101-2200-43200 COMMUNICATIONS		\$282.05	COMMUNICATIONS (GENERAL)
		Total for AT & T MOBILITY		\$1,410.24	
55875 01312024	02/20/2024	CAMPBELL KNUTSON			
		101-1400-43040 ATTORNEY FEES		\$1,410.50	ATTORNEY FEES
		Total for CAMPBELL KNUTSON		\$1,410.50	
55876 WPD2024	02/20/2024	CHISAGO CITY TRAINING ASSOC			
		101-2110-44330 DUES & SUBSCRIP		\$300.00	DUES & SUBSCRIPTIONS
		Total for CHISAGO CITY TRAINING AS		\$300.00	
55877 WPD2024	02/20/2024	CHISAGO COUNTY CHIEF OF POLICE			
		101-2110-44330 DUES & SUBSCRIP		\$50.00	DUES & SUBSCRIPTIONS
		Total for CHISAGO COUNTY CHIEF OF		\$50.00	

City of Wyoming Check Detail Register

2/11
February 16, 2024 09:46 AM
User: ssaxe
DR: Wyoming

02-20-2024 Payables

Check # Invoice #	Check Date	Vendor Name	General Ledger #	Amount	Comment
55878	02/20/2024	CINTAS			
4182133166					
	101-3100-44180	UNIFORMS		\$71.88	STREETS
	101-3100-42100	OPERATING SUPPL		\$52.73	SHOP SUPPLIES
4182132982					
	101-1400-43600	CLEANING SERVIC		\$34.15	CLEANING SERVICE-CITY HALL
4182128589					
	101-2110-43600	CLEANING SERVIC		\$31.35	CLEANING SERVICE-PUBLIC SAFETY
4182844773					
	101-3100-44180	UNIFORMS		\$101.04	STREETS
	101-3100-42100	OPERATING SUPPL		\$42.60	SHOP SUPPLIES
4183564168					
	101-3100-44180	UNIFORMS		\$68.09	STREETS
	101-3100-42100	OPERATING SUPPL		\$58.50	SHOP SUPPLIES
4183564026					
	101-1400-43600	CLEANING SERVIC		\$29.50	CLEANING SERVICE-CITY HALL
4183555909					
	101-2110-43600	CLEANING SERVIC		\$31.35	CLEANING SERVICE-PUBLIC SAFETY
Total for CINTAS				\$521.19	
55879	02/20/2024	CINTAS CORP-FIRST AID & SAFETY			
5195428276					
	101-5200-44010	REPAIRS & MAINT.		\$100.89	REPAIRS & MAINT. - BUILDINGS
Total for CINTAS CORP-FIRST AID & S				\$100.89	
55880	02/20/2024	CONNEXUS ENERGY			
01302024					
	101-3100-43800	UTILITIES-GAS/ELI		\$34.01	LAKE DR & HEATH - ST LIGHTS
	101-2110-43800	UTILITIES-GAS/ELI		\$5.25	HAMLET DR
	101-2110-43800	UTILITIES-GAS/ELI		\$5.25	FALLBROOK SIREN
	101-3100-43860	STREET LIGHTS		\$20.66	250TH STREET NE SIGN
	101-2110-43800	UTILITIES-GAS/ELI		\$5.25	PIONEER RD
Total for CONNEXUS ENERGY				\$70.42	
55881	02/20/2024	CRYSTEEL TRUCK EQUIPMENT			
FP194549A					
	101-3100-42400	SMALL TOOLS/MIN		\$828.00	SMALL TOOLS/MINOR EQUIPMENT
Total for CRYSTEEL TRUCK EQUIPMEN				\$828.00	
55882	02/20/2024	CULLIGAN WATER CONDITIONING			
608629					
	101-2110-42100	OPERATING SUPPL		\$142.00	OPERATING SUPPLIES
Total for CULLIGAN WATER CONDITIO				\$142.00	
55883	02/20/2024	DAMARCO SOLUTIONS, LLC			
4493					
	101-3100-44330	DUES & SUBSCRIP		\$250.00	DUES & SUBSCRIPTIONS
Total for DAMARCO SOLUTIONS, LLC				\$250.00	

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Check # Invoice #	Check Date	Vendor Name	General Ledger #	Amount	Comment
55884	02/20/2024	DAN'S TOWING			
93628					
	202-2110-42310	CONTRACTED SER		\$161.06	TOWING
93416					
	202-2110-42310	CONTRACTED SER		\$161.06	TOWING
93420					
	202-2110-42310	CONTRACTED SER		\$241.59	TOWING
Total for DAN'S TOWING				\$563.71	
55885	02/20/2024	DEREK HEATH			
02052024					
	101-2000-33427-I	OTHER STATE PUE		\$4,000.00	OTHER STATE PUBLIC SAFETY AID
Total for DEREK HEATH				\$4,000.00	
55886	02/20/2024	ECKBERG LAMMERS P.C.			
38695					
	101-1400-43040	ATTORNEY FEES		\$780.00	MEETINGS
	101-1400-43040	ATTORNEY FEES		\$108.00	AGREEMENTS
	101-1910-43040	ATTORNEY FEES		\$144.00	ATTORNEY FEES
	101-1400-43040	ATTORNEY FEES		\$216.00	ATTORNEY FEES
	101-1400-43040	ATTORNEY FEES		\$162.00	GENERAL EMPLOYMENT
	101-2110-43040	ATTORNEY FEES		\$126.00	GENERAL EMPLOYMENT
	101-2200-43040	ATTORNEY FEES		\$90.00	GENERAL EMPLOYMENT
	800-0000-20417	ALL SAFE		\$480.00	ECKBERG-ALL SAFE ESCROW
	800-0000-20815	DAHLQUIST KATIE		\$718.50	DAHLQUIST KATIES GLEN ESCROW
Total for ECKBERG LAMMERS P.C.				\$2,824.50	
55887	02/20/2024	FAIRVIEW HEALTH SERVICES			
15007248460					
	101-2110-43000	PROFESSIONAL SE		\$337.00	PROFESSIONAL SERVICE (GENERAL)
Total for FAIRVIEW HEALTH SERVICES				\$337.00	
55888	02/20/2024	FAIRVIEW HEALTH SERVICES			
15007304576					
	101-3100-43060	PERSONNEL TESTI		\$35.00	PERSONNEL TESTING
Total for FAIRVIEW HEALTH SERVICES				\$35.00	
55889	02/20/2024	GOPHER STATE ONE CALL			
4010860					
	601-9425-44650	LOCATES (GOPHEF		\$25.55	LOCATES (GOPHER STATE)
	602-9425-44650	LOCATES (GOPHEF		\$25.55	LOCATES (GOPHER STATE)
	651-9425-44650	LOCATES (GOPHEF		\$24.55	LOCATES (GOPHER STATE)
Total for GOPHER STATE ONE CALL				\$75.65	
55890	02/20/2024	HALLBERG STORAGE LLC			
20240213					
	101-2200-42100	OPERATING SUPPL		\$110.00	OPERATING SUPPLIES
Total for HALLBERG STORAGE LLC				\$110.00	

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02-20-2024 Payables

Check # Invoice #	Check Date	Vendor Name	General Ledger #	Amount	Comment
55891 036088124437	02/20/2024	HEALTH PARTNERS			
		101-0000-21706 HOSPITALIZATION		\$16,063.42	HOSPITALIZATION/MEDICAL INS
		Total for HEALTH PARTNERS		\$16,063.42	
55892 21913	02/20/2024	HYDRAULICS PLUS & CONSULTING			
		101-3100-42400 SMALL TOOLS/MIN		\$75.89	SMALL TOOLS/MINOR EQUIPMENT
		Total for HYDRAULICS PLUS & CONSULTING		\$75.89	
55893 4482	02/20/2024	HYLDEN ADVOCACY & LAW			
		401-1000-45000 CAPITAL OUTLAY		\$3,300.00	CAPITAL OUTLAY
		Total for HYLDEN ADVOCACY & LAW		\$3,300.00	
55894 02052024	02/20/2024	IUOE LOCAL #49			
		101-0000-21714 PW UNION DUES		\$210.00	MONTHLY DUES
		Total for IUOE LOCAL #49		\$210.00	
55895 KPS1464	02/20/2024	KODIAK POWER SYSTEMS			
		602-9425-44040 REPAIRS & MAINT.		\$6,331.12	REPAIRS & MAINT. - EQUIPMENT
		Total for KODIAK POWER SYSTEMS		\$6,331.12	
55896 397977	02/20/2024	LEAGUE OF MN CITIES			
		101-2110-42080 TRAINING AND IN:		\$900.00	397977 PATROL
		101-1400-42080 TRAINING AND IN:		\$789.00	398261 MCMA CONFERENCE
		101-1400-42080 TRAINING AND IN:		\$125.00	398761 DAY ON THE HILL
		101-1400-42080 TRAINING AND IN:		\$399.00	399263 MCMA CONFERENCE
		101-1400-42080 TRAINING AND IN:		\$125.00	399728 WINTER WORKSHOP
		Total for LEAGUE OF MN CITIES		\$2,338.00	
55897 370454	02/20/2024	LITTLE FALLS MACHINE			
		101-3100-44040 REPAIRS & MAINT.		\$732.59	REPAIRS & MAINT. - EQUIPMENT
		Total for LITTLE FALLS MACHINE		\$732.59	
55898 283096	02/20/2024	LTG POWER EQUIPMENT			
		101-5200-44010 REPAIRS & MAINT.		\$447.26	REPAIRS & MAINT. - BUILDINGS
		Total for LTG POWER EQUIPMENT		\$447.26	

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02-20-2024 Payables

Check # Invoice #	Check Date	Vendor Name	General Ledger #	Amount	Comment
55899 02/09/2024	02/20/2024	MARIA & LUCIO GOMEZ			
	602-0000-11500	ACCOUNTS RECEIVABLE		\$131.27	Sewer Usage
	601-0000-11500	ACCOUNTS RECEIVABLE		\$61.14	Water - Base Fee
	601-0000-11500	ACCOUNTS RECEIVABLE		\$34.93	Water Usage
	651-0000-11500	ACCOUNTS RECEIVABLE		\$13.53	Surface Water Mgmt
	601-0000-11500	ACCOUNTS RECEIVABLE		\$3.44	State Surcharge
	Total for MARIA & LUCIO GOMEZ			\$244.31	
55900 42722	02/20/2024	MATTRACKS INC			
	101-2000-33427-1	OTHER STATE PUBLIC SAFETY AID		\$18,274.56	OTHER STATE PUBLIC SAFETY AID
	Total for MATTRACKS INC			\$18,274.56	
55901 018416	02/20/2024	MC TOOL & SAFETY SALES			
	101-3100-42300	SAFETY EQUIPMENT		\$59.76	SAFETY EQUIPMENT
	Total for MC TOOL & SAFETY SALES			\$59.76	
55902 26786 27047	02/20/2024	MENARDS- FOREST LAKE			
	101-2200-42100	OPERATING SUPPLIES		\$615.98	OPERATING SUPPLIES
	101-3100-42400	SMALL TOOLS/MINOR EQUIPMENT		\$17.41	SMALL TOOLS/MINOR EQUIPMENT
	Total for MENARDS- FOREST LAKE			\$633.39	
55903 918115482	02/20/2024	MICKMAN BROTHERS			
	101-5200-42310	CONTRACTED SERVICES		\$365.00	CONTRACTED SERVICES
	Total for MICKMAN BROTHERS			\$365.00	
55904 14463230113843 BROADBAND	02/20/2024	MIDCONTINENT COMMUNICATIONS			
	101-1400-43210	TELEPHONE		\$142.14	CITY HALL
	101-1400-42310	CONTRACTED SERVICES		\$933.99	FIBER
	101-2110-43210	TELEPHONE		\$406.70	POLICE DEPT
	101-3100-43210	TELEPHONE		\$87.11	PUBLIC WORKS
	601-9425-43210	TELEPHONE		\$250.42	WELL
	602-9425-43210	TELEPHONE		\$182.96	TELEPHONE
	101-1400-43000	PROFESSIONAL SERVICE (GENERAL)		\$67,000.00	PROFESSIONAL SERVICE (GENERAL)
	Total for MIDCONTINENT COMMUNICATIONS			\$69,003.32	
55905 58107	02/20/2024	MIDWEST COMPLIANCE INC			
	101-2110-42310	CONTRACTED SERVICES		\$84.00	CONTRACTED SERVICES
	Total for MIDWEST COMPLIANCE INC			\$84.00	

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Check # Invoice #	Check Date	Vendor Name	General Ledger #	Amount	Comment
55906	02/20/2024	MIDWEST MACHINERY CO			
9917258			101-3100-44040 REPAIRS & MAINT.	\$2,033.02	REPAIRS & MAINT. - EQUIPMENT
Total for MIDWEST MACHINERY CO				\$2,033.02	
55907	02/20/2024	MINNESOTA VALLEY TESTING LABS			
1238791			601-9425-43110 LAB COSTS	\$112.50	LAB TESTS
Total for MINNESOTA VALLEY TESTING LABS				\$112.50	
55908	02/20/2024	NAPA AUTO PARTS			
194849			101-3100-42400 SMALL TOOLS/MIN	\$56.44	SMALL TOOLS/MINOR EQUIPMENT
194941			101-3100-42400 SMALL TOOLS/MIN	\$9.49	SMALL TOOLS/MINOR EQUIPMENT
Total for NAPA AUTO PARTS				\$65.93	
55909	02/20/2024	OPG-3			
7598			101-1400-44330 DUES & SUBSCRIP	\$3,100.00	DUES & SUBSCRIPTIONS
Total for OPG-3				\$3,100.00	
55910	02/20/2024	PITNEY BOWES			
3106506996			601-9425-43000 PROFESSIONAL SE	\$456.26	LETTER ENVELOPE FOLDER
			602-9425-43000 PROFESSIONAL SE	\$456.25	LETTER ENVELOPE FOLDER
Total for PITNEY BOWES				\$912.51	
55911	02/20/2024	Renewal By Andersen			
00016121			101-0000-32210 BUILDING PERMIT	\$64.00	Window & Door Replacement
Total for Renewal By Andersen				\$64.00	
55912	02/20/2024	RICOH BUSINESS SYSTEMS			
108002954			101-1400-42150 COPIER	\$144.05	CITY HALL
			101-2110-42240 MAINTENANCE CO	\$77.19	POLICE DEPT
			101-2110-42240 MAINTENANCE CO	\$4.10	FIRE DEPT
Total for RICOH BUSINESS SYSTEMS				\$225.34	
55913	02/20/2024	SAFE-FAST INC			
INV286540			101-3100-42300 SAFETY EQUIPMEN	\$61.80	SAFETY EQUIPMENT
Total for SAFE-FAST INC				\$61.80	
55914	02/20/2024	THOMSON REUTERS-WEST PUBLISH			
849681401			101-2110-44360 INVESTIGATIONS	\$174.34	INVESTIGATIVE SUITE
Total for THOMSON REUTERS-WEST PUBLISH				\$174.34	

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Check # Invoice #	Check Date	Vendor Name	General Ledger #	Amount	Comment
55915	02/20/2024	TIMESAVER OFF SITE SECRETARIAL			
M28914					
	101-1400-42310	CONTRACTED SER		\$167.00	CONTRACTED SERVICES
Total for TIMESAVER OFF SITE SECRE				\$167.00	
55916	02/20/2024	TOWMASTER			
466583					
	101-3100-42400	SMALL TOOLS/MIN		\$85.06	SMALL TOOLS/MINOR EQUIPMENT
Total for TOWMASTER				\$85.06	
55917	02/20/2024	UNUM LIFE INSURANCE			
03122024					
	101-0000-21715	VOLUNTARY TERM		\$346.74	VOLUNTARY TERM LIFE
022024					
	101-1400-41310	LIFE INSURANCE		\$191.08	ADMIN
	101-2110-41310	LIFE INSURANCE		\$650.56	POLICE
	101-1910-41310	LIFE INSURANCE		\$70.58	PLAN & ZONE
	101-2400-41310	LIFE INSURANCE		\$145.35	BLDG
	101-3100-41310	LIFE INSURANCE		\$231.31	STREETS
	601-9425-41310	LIFE INSURANCE		\$117.65	WATER
	602-9425-41310	LIFE INSURANCE		\$117.64	SEWER
Total for UNUM LIFE INSURANCE				\$1,870.91	
55918	02/20/2024	US BANK EQUIPMENT FINANCE			
522012939					
	101-2400-44330	DUES & SUBSCRIP		\$146.00	DUES & SUBSCRIPTIONS
Total for US BANK EQUIPMENT FINAN				\$146.00	
55919	02/20/2024	VERIZON			
9955240796					
	602-9425-43210	TELEPHONE		\$246.59	TELEPHONE
	601-9425-43210	TELEPHONE		\$246.59	TELEPHONE
	101-1400-43210	TELEPHONE		\$82.92	TELEPHONE
	101-2400-43210	TELEPHONE		\$82.91	TELEPHONE
Total for VERIZON				\$659.01	
55920	02/20/2024	VICTORY AUTOMOTIVE SERVICE			
818643					
	101-2110-43900	VEHICLE MAINTEN		\$1,651.92	VEHICLE MAINTENANCE
818747					
	101-2110-43900	VEHICLE MAINTEN		\$349.90	VEHICLE MAINTENANCE
818755					
	101-2110-43900	VEHICLE MAINTEN		\$40.90	VEHICLE MAINTENANCE
818868					
	101-2110-43900	VEHICLE MAINTEN		\$1,170.47	VEHICLE MAINTENANCE
2102388					
	101-2110-43900	VEHICLE MAINTEN		\$(59.85)	VEHICLE MAINTENANCE
Total for VICTORY AUTOMOTIVE SERV				\$3,153.34	

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02-20-2024 Payables

Check # Invoice #	Check Date	Vendor Name	Amount	Comment
General Ledger #				
55921	02/20/2024	VISA		
9218	101-2110-42080	TRAINING AND IN'	\$975.00	TRAINING AND INSTRUCTION
	101-2110-42080	TRAINING AND IN'	\$(75.00)	TRAINING AND INSTRUCTION
7293828	101-2110-44360	INVESTIGATIONS	\$1,289.99	INVESTIGATIONS
5D44B29A-0003	101-2110-42100	OPERATING SUPPL	\$180.00	OPERATING SUPPLIES
398284	101-2110-42080	TRAINING AND IN'	\$125.00	TRAINING AND INSTRUCTION
15390	101-2110-42080	TRAINING AND IN'	\$550.00	TRAINING AND INSTRUCTION
SO-0257164	101-2110-42100	OPERATING SUPPL	\$46.00	OPERATING SUPPLIES
83920	101-2200-42100	OPERATING SUPPL	\$82.94	OPERATING SUPPLIES
00399	101-2110-44330	DUES & SUBSCRIP	\$35.00	DUES & SUBSCRIPTIONS
498522	101-2110-42080	TRAINING AND IN'	\$103.00	TRAINING AND INSTRUCTION
1817	101-2110-43000	PROFESSIONAL SE	\$665.00	PROFESSIONAL SERVICE (GENERAL)
0318258	101-2110-44330	DUES & SUBSCRIP	\$190.00	DUES & SUBSCRIPTIONS
MNMMWQMF6X	101-2110-42100	OPERATING SUPPL	\$2.99	OPERATING SUPPLIES
MT1983JTF3	101-2110-42100	OPERATING SUPPL	\$2.99	OPERATING SUPPLIES
0003966-IN	101-2110-44360	INVESTIGATIONS	\$100.00	INVESTIGATIONS
15125	101-2110-44330	DUES & SUBSCRIP	\$376.00	DUES & SUBSCRIPTIONS
3458	101-2110-42230	CRIME PREVENTIC	\$128.64	CRIME PREVENTION
3789018	101-2110-44360	INVESTIGATIONS	\$295.64	INVESTIGATIONS
20240123	101-2110-42230	CRIME PREVENTIC	\$61.88	CRIME PREVENTION
1015	101-2110-42080	TRAINING AND IN'	\$649.00	TRAINING AND INSTRUCTION
Total for VISA			\$5,784.07	

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02-20-2024 Payables

Check # Invoice #	Check Date	Vendor Name	General Ledger #	Amount	Comment
55922	02/20/2024	VISA			
177460-3	101-3100-42400	SMALL TOOLS/MIN	\$85.03	SMALL TOOLS/MINOR EQUIPMENT	
177460-3	101-3100-42400	SMALL TOOLS/MIN	\$32.41	SMALL TOOLS/MINOR EQUIPMENT	
01052024	101-3100-44330	DUES & SUBSCRIP	\$434.14	DUES & SUBSCRIPTIONS	
2024-TORMA	101-5200-42080	TRAINING AND IN	\$230.00	TRAINING AND INSTRUCTION	
31767755	601-9425-42080	TRAINING AND IN	\$275.00	TRAINING AND INSTRUCTION	
41108887	601-9425-42080	TRAINING AND IN	\$275.00	TRAINING AND INSTRUCTION	
144667043	601-9425-42080	TRAINING AND IN	\$137.50	TRAINING AND INSTRUCTION	
	602-9425-42080	TRAINING AND IN	\$137.50	TRAINING AND INSTRUCTION	
Total for VISA				\$1,606.58	
55923	02/20/2024	VISA			
3016239	101-2400-42000	SUPPLIES - OFFICE	\$449.95	SUPPLIES - OFFICE/COPY/COMPUTR	
9149840	101-3100-42000	SUPPLIES - OFFICE	\$59.30	SUPPLIES - OFFICE/COPY/COMPUTR	
2349843	101-1400-42000	SUPPLIES - OFFICE	\$49.89	SUPPLIES - OFFICE/COPY/COMPUTR	
6481861	101-3100-42000	SUPPLIES - OFFICE	\$14.99	SUPPLIES - OFFICE/COPY/COMPUTR	
7897038	101-3100-42000	SUPPLIES - OFFICE	\$47.99	SUPPLIES - OFFICE/COPY/COMPUTR	
5655446	101-1400-42000	SUPPLIES - OFFICE	\$59.90	SUPPLIES - OFFICE/COPY/COMPUTR	
02097420634	101-1400-43220	POSTAGE	\$775.90	POSTAGE	
01122024	101-1400-43220	POSTAGE	\$90.00	POSTAGE	
3389	280-1330-42080	TRAINING AND IN	\$350.00	TRAINING AND INSTRUCTION	
INV237074305	101-1400-44330	DUES & SUBSCRIP	\$15.99	DUES & SUBSCRIPTIONS	
01242024	101-1400-44330	DUES & SUBSCRIP	\$8.00	DUES & SUBSCRIPTIONS	
R842980347	101-1400-42080	TRAINING AND IN	\$798.92	TRAINING AND INSTRUCTION	
3253775601	280-1330-42080	TRAINING AND IN	\$137.47	TRAINING AND INSTRUCTION	
Total for VISA				\$2,858.30	

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02-20-2024 Payables

Check # Invoice #	Check Date	Vendor Name	General Ledger #	Amount	Comment
55924 0062497-4812-7	02/20/2024	WASTE MANAGEMENT CORP SERVICES			
		101-5500-43840 REFUSE		\$17.35	LIBRARY 27-16928-33002
		101-5200-43840 REFUSE		\$98.79	CITY MAINT 27-16916-73007
		101-3100-43840 REFUSE		\$89.14	CITY HALL 27-16916-83005
		101-5200-43840 REFUSE		\$116.39	CITY GARAGE 27-16920-33000
		Total for WASTE MANAGEMENT CORP :		\$321.67	
55925 032849	02/20/2024	WINNICK SUPPLY INC.			
		601-9425-42400 SMALL TOOLS/MIN		\$17.42	SMALL TOOLS/MINOR EQUIPMENT
		Total for WINNICK SUPPLY INC.		\$17.42	
55926 02142024	02/20/2024	WYOMING POST OFFICE			
		601-9425-43220 POSTAGE		\$3.14	POSTAGE
		602-9425-43220 POSTAGE		\$3.14	POSTAGE
		Total for WYOMING POST OFFICE		\$6.28	
55927 863694965 864349192	02/20/2024	XCEL ENERGY			
		101-3100-43860 STREET LIGHTS		\$6,435.50	STOP LIGHTS
		101-3100-43800 UTILITIES-GAS/ELI		\$1.09	TRAFFIC SIGNAL
		Total for XCEL ENERGY		\$6,436.59	
55928 IN001339844	02/20/2024	ZIEGLER INC.			
		101-3100-44040 REPAIRS & MAINT.		\$1,287.11	REPAIRS & MAINT. - EQUIPMENT
		Total for ZIEGLER INC.		\$1,287.11	

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02-20-2024 Payables

Check #	Check Date	Vendor Name
Invoice #	General Ledger #	mount
		Comment

General Checking Account 10100
Total Amount Being Paid: \$164,411.54
Total Number of Checks: 59

Mayor Iverson

Councilmember Luger

Councilmember Nanko Yeager

Councilmember Schilling

Councilmember Ohnstad

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02-13-2024

Check # Invoice #	Check Date	Vendor Name		
	General Ledger #	Amount	Comment	
55869	02/13/2024	STEVEN W. DUFF		
02132024	101-3100-41010	FULL TIME - REGU	\$1,755.00	FULL TIME - REGULAR
Total for STEVEN W. DUFF			\$1,755.00	

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Check #	Check Date	Vendor Name
Invoice #	General Ledger #	Amount
		Comment

General Checking Account 10100
Total Amount Being Paid: \$1,755.00
Total Number of Checks: 1

Mayor Iverson

Councilmember Luger

Councilmember Nanko Yeager

Councilmember Schilling

Councilmember Ohnstad



February 16, 2024

Presented To: Mayor Iverson and Members of City Council

Presented By: Chief Neil Bauer

Department: Public Safety

Reference: Disposal of Vehicles

Method: Consent Agenda

Background Information:

The public safety department has three (3) vehicles that need to be disposed of through our online public auction process:

Case #	22.008230				
Vehicle Year:	2009	Vehicle Make:	Ford	Model:	Escape
Vehicle VIN:	1FMCU03789KB02704		Vehicle Plate:	QMHG18 (FL)	
15 Day Notice Sent:	N/A		45 Day Notice Sent:	N/A	
Reason for Impound:	FORFEITURE				
Narrative:	Vehicle was seized after designated offense arrest. Driver was convicted of the offense and is subject to forfeiture.				

Case #	20.001216				
Vehicle Year:	1988	Vehicle Make:	Chevrolet	Model:	GMT-400
Vehicle VIN:	1GCDC14K4JZ136834		Vehicle Plate:	901NEN	
15 Day Notice Sent:	02/02/2024		45 Day Notice Sent:	12/22/2023	
Reason for Impound:	Forfeiture → Abandoned				
Narrative:	Vehicle was seized after arrest. Forfeiture was dismissed. Notices send to owner to pick up the vehicle. Deemed abandoned.				

Case #	N/A				
Vehicle Year:	2006	Vehicle Make:	Carrie-Craft	Model:	Cargo Trailer
Vehicle VIN:	4YMCL09156T061091		Vehicle Plate:		ABWJ818
15 Day Notice Sent:	N/A		45 Day Notice Sent:		N/A
Reason for Impound:	N/A				



PUBLIC SAFETY

P.O. Box 188, 7665 Wyoming Trl., Wyoming, MN 55092
Phone: 651-462-0577 Fax: 651-462-0506

Narrative:	Current city asset that is no longer being used and has no use for city purposes at this time.
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Recommendation:

It is my recommendation that the City Council authorize the disposal of these vehicles.



Neil D. Bauer, Ed.D.
Public Safety Director



PUBLIC SAFETY

P.O. Box 188, 7665 Wyoming Trl., Wyoming, MN 55092
Phone: 651-462-0577 Fax: 651-462-0506

RESOLUTION 24-02-16

A RESOLUTION DECLARING CERTAIN VEHICLES AS SURPLUS PROPERTY FOR DISPOSAL AND AUTHORIZING THE POLICE DEPARTMENT TO DISPOSE OF THE VEHICLES THROUGH ONLINE AUCTION

WHEREAS, the City of Wyoming has a policy of impounding vehicles for lawful violations and if unclaimed or forfeited selling said vehicles at auction; and

WHEREAS, the Wyoming Police Department has filed the appropriate documents with Chisago County Courts to clear title on the following vehicles so that they may be sold/disposed of; and

WHEREAS, the following vehicles are now eligible to be declared surplus property of the City of Wyoming for sale or recycling through an online auction or disposed of as scrap:

The following vehicle will be posted on the Minnesota State Surplus on-line auction:

2009 Ford Escape
1988 Chevrolet GMT-400
2006 Carrie-Craft Cargo Trailer

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WYOMING, MINNESOTA authorizes the Police Department to sell/dispose of these items through an Online Auction with the net proceeds to be distributed to the Wyoming Police Department's Forfeiture Fund.

ALSO, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WYOMING, MINNESOTA, also authorize the Mayor and the City Administrator to sign the necessary documents to transfer the vehicle from the City to the new owners as required.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF WYOMING THIS 20TH DAY OF FEBRUARY, 2024.

CITY OF WYOMING

By: _____
Lisa Iverson, Mayor

ATTESTED:

Robb Linwood, City Administrator/Clerk



Request for Council Action

Date: February 14, 2024

Presented to: Mayor Iverson and City Council Members

Presented by: Robb Linwood, City Administrator

Department: Administration

Reference: City of Wyoming – Midcontinent Fiber Project Hwy 8 Invoice

Method: Consent

Background Information:

The Chisago County Board of Commissioners allocated a total of \$2,000,000 of their total ARPA allocation to expand broadband internet access to the cities, townships, and broadband providers within Chisago County. There is a cap of \$200,000 per project/community, however the \$2,000,000 is subject to change at the discretion of the Board of Commissioners depending on interest in the program. The purpose of the program is to assist with financing for broadband infrastructure to unserved or underserved areas within Chisago County, so more residents of Chisago County can access high speed, reliable and affordable internet.

The city of Wyoming staff worked with Midcontinent to identify projects in the Wyoming area that may be eligible for the county grant, midcontinent cost sharing and a city of Wyoming cost share. Midcontinent identified a project on the Hwy 8 corridor that would establish fiber and provide services to 57 households east and west of Hwy 8 along 250th Street, Heath Avenue, Hazel Avenue and Hamlet Avenue. This project provided broadband to an underserved area it would ensure that fiber is present in this portion of the Highway 8 corridor that will help with the economic development of the area along with the Hwy 8 reconstruction project.

The City of Wyoming requested and received \$60,300 in funding from Chisago County to partner with Midco and the city of Wyoming to construct fiber broadband service to 57 passings in Wyoming. Total cost of the project was \$166,000. Midco contributed \$99,000, 60% of the project cost, Chisago County contributed \$60,300 or 30% of the cost and the City of Wyoming contributed \$6,700, 10% of the project cost.

I am please to share that the city received notice this week that Midco has completed construction of the project and service is now available and being utilized by property owners in the area. Midco covered 100% of the costs of fiber drops to the homes from the main fiber route, so residents just have to sign up for service and pay the monthly fee.

Midcontinent has now invoiced the city for the work that was completed with the project for \$67,000.00. The city will be utilizing the funds received from Chisago County towards the invoice in the amount of \$60,300, the remaining \$6,700 of the invoice will be paid from city ARPA funds.

Recommendation: To approve Resolution 24-02-17 a resolution approving the payment to Midcontinent Communications in the amount of \$67,000.00

RESOLUTION NO. 24-02-17

**A RESOLUTION APPROVING THE PAYMENT TO
MIDCONTINENT COMMUNICATIONS IN THE AMOUNT OF
\$67,000.00**

WHEREAS, the city of Wyoming is committed to having a strong fiber network

WHEREAS, the city of Wyoming worked with Midcontinent Communications to identify a project on Hwy 8 that would serve 57 households and future development of the corridor

WHEREAS, Total cost of the project was \$166,000 - \$99,000 contributed by Midcontinent, \$60,300 from Chisago County and \$6,700 from the city of Wyoming

WHEREAS, Chisago County has sent payment to the city for their contribution of \$60,300 and Midcontinent has invoiced the city for \$67,000. The city will utilize the \$60,300 received from the County and utilize its APRA funds for the remaining \$6,700 dollars

THEREFORE BE IT RESOLVED, the City of Wyoming authorizes the payment to Midcontinent Communications for the Hwy 8 Fiber project in the amount of \$67,000

**ADOPTED BY THE CITY COUNCIL OF THE CITY OF WYOMING THIS 20TH
DAY OF FEBRUARY, 2024.**

CITY OF WYOMING

By: _____
Lisa Iverson, Mayor

ATTEST:

Robb Linwood, City Administrator/Clerk

INVOICE

DATE: February 7, 2024

Attn: Mail Center
PO Box 5010
Sioux Falls, SD 57110-5040

FOR: Broadband Grant Program

Bill To:

CITY OF WYOMING 3756049-01
26885 FOREST BLVD
WYOMING, MN 55092

DESCRIPTION	AMOUNT
Chisago ARPA Broadband Grant Program - City of Wyoming	\$ 67,000.00
	\$ 67,000.00

Make all checks payable to **Midcontinent Communications**

If you have any questions concerning this invoice, contact Andrew Curley at 605-357-5835.

THANK YOU FOR YOUR BUSINESS!

Engagement Agreement

GOVERNMENTAL AUDIT | YELLOW BOOK

Sent via electronic mail.

This letter is to confirm and summarize our understanding of the terms and objectives of our engagement and the nature and limitations of the services we will provide.

Name	Address
City of Wyoming	26885 Forest Boulevard Wyoming, MN 55092
Contact Name	Agreement Date
Honorable Mayor and City Council and Robb Linwood	January 17, 2024
Contact Email	
RLinwood@wyomingmn.org	

SUMMARY OF ENGAGEMENT TERMS

Level of Service
Audit in accordance with <i>Government Auditing Standards</i> (Governmental Yellow Book)
Financial Statements
Governmental activities, business-type activities, each major fund and the aggregate remaining fund information
Financial Reporting Framework
Accounting principles generally accepted in the United States of America
Reporting Period
December 31, 2023
Required Supplementary Information

Management's Discussion and Analysis (MD&A), Schedule of Employer's and Non-employer's Proportionate Share of Net Pension Liability - Minnesota PERA Plans, Schedule of Employer Contributions - Minnesota PERA Plans, Schedule of Changes in the Fire Relief Association's Net Pension Liability and Related Ratios, and Schedule of Employer's Fire Relief Association Contributions.

Supplementary Information

Combining and Individual Fund Financial Statements, Supplemental Schedules and Other Schedules

Opinion in relation to the financial statements as a whole

Introductory Section and Statistical Section of the Annual Comprehensive Financial Report

Engagement Partner

Nancy Schulzetenberg

Fees

We estimate that our fees for services will be \$34,400 for the audit, \$4,000 - \$6,000, per program, for a single audit, if necessary and \$4,450 for the Fire Relief Association audit, with the fees for the IRS form 990 billed separately. Additional assistance related to GASB 96 if needed, will be negotiated and billed separately.

Nonattest Services Performed by BerganKDV

Preparation of the financial statements.

Nonattest Services Performed by Creative Planning*

Preparation of IRS Form 990

* Creative Planning, LLC and its affiliates (Creative Planning) and BerganKDV practice under an alternative practice structure in accordance with the AICPA Code of Professional Conduct and other applicable laws, regulations, and professional standards. BerganKDV is an independent, separately governed and licensed CPA firm that provides audit and attest services to its clients. Creative Planning provides wealth management, tax, business consulting, financial, and other professional services to its clients. Creative Planning is not a licensed CPA firm. See alternative practice structure below for additional details.

AUDIT SCOPE AND OBJECTIVES

We will audit the financial statements as identified in the summary of engagement terms, including the related notes to the financial statements, which collectively comprise the basic financial statements of the governmental entity. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the governmental entity's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the governmental entity's RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient appropriate evidence to express an opinion or provide any assurance. The RSI as identified in the summary of engagement terms is required by GAAP and will be subjected to certain limited procedures but will not be audited.

We may also be engaged to report on supplementary information other than RSI that accompanies the governmental entity's financial statements. If we opine on the supplementary information, accompanying the financial statements as identified in the summary of engagement terms, the supplementary information will be subjected to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS, and we will provide an opinion on it in relation to the financial statements as a whole.

If we do not provide an opinion or any assurance on the supplementary information other than RSI as identified in the summary of engagement terms, the other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements and our auditor's report will not provide an opinion or any assurance on that information. We will read the other supplementary information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other supplementary information exists, we are required to describe it in our report.

The objectives of our audit are to obtain reasonable assurance as to whether the financial statements as a whole are free from material misstatement, whether due to fraud or error; issue an auditor's report that includes our opinion about whether your financial statements are fairly presented, in all material respects, in conformity with the financial reporting framework identified in the summary of engagement terms and report on the fairness of the supplementary information for which we opine on as identified in the summary of engagement terms when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not

absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and Government Auditing Standards, will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements.

The objectives also include reporting on internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with Government Auditing Standards.

AUDITOR'S RESPONSIBILITIES FOR THE AUDIT OF THE FINANCIAL STATEMENTS

We will conduct our audit in accordance with GAAS and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of your accounting records of the governmental entity and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected individuals, funding sources, customers, creditors, and financial institutions. We may request written representations from your attorneys as part of the engagement.

We will identify significant risks of material misstatement as part of our audit planning. Audit planning and plan modifications continue throughout the course of the audit, as such, identified risks will include those identified and communicated to you previously, including during the prior year, modified for additional significant risks identified and prior risks no longer considered significant. These significant risks and modifications will be communicated to you throughout the audit process. A complete summary of significant risks identified will be included in our communications letter, required communications to those charged with governance.

Our audit of the financial statements does not relieve you of your responsibilities.

AUDIT PROCEDURES - INTERNAL CONTROL

We will obtain an understanding of the government and its environment, including the system of internal control, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

AUDIT PROCEDURES - COMPLIANCE

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the governmental entity's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

RESPONSIBILITIES OF MANAGEMENT FOR THE FINANCIAL STATEMENTS

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with the financial reporting framework identified in the summary of engagement terms, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is responsible for making drafts of financial statements, all financial records and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by GAAS and Government Auditing Standards.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, or contracts or grant agreements, that we report.

You are responsible for the preparation of the supplementary information, which we have been engaged to report on, in conformity with the financial reporting framework identified in the summary of engagement terms. You agree to include our report on the supplementary information

in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with the financial reporting framework identified in the summary of engagement terms; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with financial reporting framework identified in the summary of engagement terms; (3) the methods of measurement or presentation have not changed from those used in the prior period or, if they have changed, the reasons for such changes; and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Scope and Objectives section of this agreement. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

OTHER MANAGEMENT RESPONSIBILITIES

We understand that your employees will prepare all cash, accounts receivable, and other confirmations we request and will locate any documents selected by us for testing.

During our engagement, we may accumulate records containing data which should be reflected in your books and records. You will determine that all such data will be so reflected. Accordingly, you understand that our firm does not accept responsibility for hosting client information; therefore, you have the sole responsibility for ensuring you retain and maintain in your possession all your financial and non-financial information, data and records.

Our role is strictly limited to the engagement described in this agreement and summary of engagement terms, and we offer no assurance as to the results or ultimate outcomes of this engagement or of any decisions that you may make based upon our communications with, or our reports to you. Your entity will be solely responsible for making all decisions concerning the contents of our communications and reports, for the adoption of any plans and for implementing any plans you may develop, including any that we may discuss with you.

ALTERNATIVE PRACTICE STRUCTURE

Creative Planning, LLC and its affiliates (Creative Planning) and BerganKDV operate under an alternative practice structure in accordance with the AICPA Code of Professional Conduct and other applicable laws, regulations, and professional standards. BerganKDV provides audit and attest services and is closely aligned with Creative Planning that provides other professional (nonattest) services. Pursuant to a services agreement with Creative Planning, BerganKDV leases professional and administrative staff, both of which are employed by Creative Planning, to support BerganKDV's performance of audit and attest engagements. The professional and administrative staff leased

under the services agreement will be under the direct control and supervision of BerganKDV, which is solely responsible for the professional performance of audit and attest engagements.

As identified in the summary of engagement terms, Creative Planning, which is not a licensed CPA firm, may provide permitted nonattest services, which are not covered under this agreement. BerganKDV, Creative Planning, and its affiliates will share confidential client information with each other to assist in the performance of those services. Your acceptance and signing of this agreement are also your consent for BerganKDV, Creative Planning, and its affiliates to share your information to provide you those services.

OTHER SERVICES

We will assist in preparing the financial statements and related notes of the governmental entity in conformity with the financial reporting framework identified in the summary of engagement terms based on information provided by you. These nonattest services do not constitute an audit under Government Auditing Standards and such services will not be conducted in accordance with Government Auditing Standards.

BerganKDV and/or Creative Planning may provide other nonattest services, as identified in the summary of engagement terms. These services may not be fully covered under this agreement and may be billed separately under other agreements with you.

You may request that BerganKDV and Creative Planning perform additional services not contemplated by this agreement. If this occurs, we will communicate with you regarding the scope of the additional services and the estimated fee. BerganKDV or Creative Planning also may issue a separate agreement covering the additional services. In the absence of any other written communication from us documenting such additional services, our services will continue to be governed by the terms of this agreement.

We will perform the services in accordance with applicable professional standards. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could potentially impair our independence.

INDEPENDENCE

Professional and certain regulatory standards require us to be independent in the performance of our services in both fact and appearance. As such, we will not perform any management functions, make any management decisions, or perform any services or activities, without the appropriate safeguards, that would impair our independence.

You agree to assume all management responsibilities for the nonattest services, as identified in the summary of engagement terms, financial statements, related notes, and any other nonattest services provided by BerganKDV and Creative Planning. You will be required to acknowledge in the management representation letter the nonattest services provided and our assistance with the preparation of the financial statements and related notes and that you have evaluated the adequacy of our services and have reviewed and approved the results of the services, the financial statements, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonattest services by designating an individual, preferably from senior

management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

To ensure our independence is not impaired under professional and regulatory standards, you agree to inform the engagement partner before entering into any substantive employment discussions with any BerganKDV and Creative Planning personnel.

REPORTING

We will issue a written report upon completion of our audit of the governmental entity's financial statements. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will state (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The report will also state that the report is not suitable for any other purpose. If during our audit we become aware that the governmental entity is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with GAAS and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

We will provide copies of our reports to the governmental entity; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The attest engagement partner, as identified in the summary of engagement terms, is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

FEES

Our fees for these services are detailed in the summary of engagement terms. The fee estimate is based on anticipated cooperation from your personnel, the assumption that all requested information will be provided timely and accurately, and we will not encounter any significant or unusual circumstances which will affect the scope of our engagement, including unforeseen changes

in operations or disruptions in providing our services. If significant additional time is necessary, our fees will be adjusted accordingly. Additional time incurred for assistance with implementation of new accounting or other regulatory standards, significant audit adjustments, internal control deficiencies or compliance findings, inaccurate accounting records, significant events or transactions resulting in expanded scope of work, unanticipated significant audit risks, staff turnover, or instances of fraud will be billed separately and will be based in part upon the amount of time required at our standard billing rates, plus out-of-pocket expenses.

We commit staff and resources to your engagement at the time scheduled with you and your team. Failure to provide the required documentation and engagement support by the agreed upon due dates may result in an inconvenience fee of 25% of the base fee noted in the summary of engagement terms.

AUDIT DOCUMENTATION

The audit documentation for this engagement is the property of BerganKDV and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to oversight, regulatory, state agencies or their designees pursuant to authority given to them by law or regulation, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of BerganKDV personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend or decide to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the oversight, regulatory or state agencies. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the parties contesting the audit finding for guidance prior to destroying the audit documentation.

MANAGEMENT WRITTEN REPRESENTATIONS

During the course of our engagement, we will request information and explanations from management regarding the entity's operations, internal controls, future plans, specific transactions, and accounting systems and procedures. At the conclusion of our engagement, we will require, as a precondition to the issuance of our report, that management provide certain representations in a written representation letter. The procedures we will perform in our engagement and the conclusions we reach as a basis for our report will be heavily influenced by the written and oral representations that we receive from management. Accordingly, false representations could cause us to expend unnecessary efforts or could cause a material error or a fraud to go undetected by our procedures. In view of the foregoing, you agree that we shall not be responsible for any misstatements in the entity's financial statements that we may fail to detect as a result of false or misleading representations that are made to us by management.

PEER REVIEW REPORT

Government Auditing Standards require that we provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of contract. Our peer review report can be downloaded from our website at www.BerganKDV.com or will be provided in alternate formats upon request.

PROFESSIONAL SERVICES TERMS AND CONDITIONS

The parties agree that this Engagement Letter/Agreement incorporates the **Professional Services Terms and Conditions** (the "Terms") (collectively, the "Agreement"), all of which shall remain confidential between Client and BerganKDV. By signing this Engagement Letter/Agreement, Client acknowledges and agrees that Client has had an ample opportunity to review the terms contained in the Agreement. Client further agrees that Client has had the opportunity to obtain legal counsel and through Client's own determination, with or without counsel, accepts this Agreement.

The undersigned represent and warrant they are authorized signers for their respective organizations.

Executed by BerganKDV:	Acknowledged and Accepted by:
<i>Nancy Schulzetenberg</i>	
Title:	Title:
Shareholder	

PROFESSIONAL SERVICES TERMS AND CONDITIONS

These Professional Services Terms and Conditions (the “**Professional Services Terms and Conditions**” or “**T&C**”) are made part of the Engagement Letter (the “**Engagement Letter**”) entered into by the individual or entity client identified therein (hereinafter “**Client**”) and the BerganKDV identified therein (hereinafter “**Service Provider**”) (collectively, the Professional Services Terms and Conditions and the Engagement Letter, the “**Agreement**”). In the event of a conflict between these Terms and Conditions and the Engagement Letter, these Terms and Conditions shall control, unless the Engagement Letter makes specific reference to the section of this Professional Services Agreement that it intends to supersede. All capitalized terms not defined herein shall have the meaning as defined in the Engagement Letter.

1. Definitions. In addition to the terms defined elsewhere in this Professional Services Agreement, the following terms shall have the meanings set forth below when used in the Agreement:

“**Affiliate**” or “**Affiliates**” means any company, corporation, or limited liability company that directly or indirectly controls, is controlled by, or is under common control with a party to this Agreement.

“**Client Materials**” means any and all physical or electronic materials, information, data, dates, formulas, financial statements, records, Client’s Confidential Information, and any other information related to Client that Client provides to, or otherwise makes available to, Service Provider in the course of providing the Services to Client hereunder this Agreement.

“**Confidential Information**” shall collectively refer to: (1) all information or materials concerning any aspect of the business or affairs of the disclosing party that in any form, which is confidential, proprietary, or otherwise not generally available to the public, including without limitation the disclosing Party’s business or financial information and plans, documents, works in progress, work processes, trade secrets, customer information, and all other secret or confidential matter related to the disclosing Party’s business or projects and/or their Affiliates; and (2) any other information that disclosing Party designates as confidential, or which, under the circumstances of disclosure, the receiving Party reasonably knows should be treated as confidential.

“**Force Majeure Event**” means any event or circumstance beyond the control of a Party, including: (1) acts of God; (2) fire, flood, or explosion; (3) war, invasion, acts of terrorism, or other civil disorder; (4) national or regional emergency; (5) epidemics, outbreaks, pandemics (including, without limitation COVID-19); or (6) the operation of the Internet, interruption or failure of telecommunication or digital transmission links, and Internet slow-downs or failures.

“**Intellectual Property Rights**” means copyrights, trade and service marks, trade names, rights in logos and get-up, inventions, confidential information, trade secrets, registered designs, design rights, patents, all rights of whatsoever nature in computer software and data, database rights, all rights of privacy and all intangible rights and privileges of a nature similar to any of the foregoing, in every case in any part of the world and whether or not registered, and including all granted registrations and all applications for registration in respect of any of the same.

“**Party**” and “**Parties**” means either or both of the Service Provider and the Client.

“**Report**” means any physical or electronic document or output that Service Provider creates in providing the Services to Client, including but not limited to, reports, related work product, materials, presentations, and related communications (written or otherwise).

“**Representatives**” means a Party’s officers, directors, agents, advisors, employees and contractors.

“**Services**” means the work product and services to be provided by Service Provider pursuant to this Agreement and the Engagement Letter.

“**Service Provider Materials**” means: (1) any of Service Provider including, without limitation, computer hardware or software programs, products, materials or methodologies and reports, studies, data, diagrams, charts, specifications, gateways, bridges and integrations with third-party code; (2) any modifications to Service Provider’s pre-existing software produced on behalf of Client; (3) works or materials created and developed by Service Provider prior to or independently of the Services; and (4) residual knowledge and know-how of general applicability resulting from performance of the Services.

“**Third-Party Software Provider**” means any third party that provides software, software as a service, or other platform or software related products and services that Service Provider engages to assist with the performance of the Services.

2. Services.

2.1. Services and Additional Services. The Services to be performed by Service Provider for Client are set forth in the Engagement Letter. If any time Client requests that Service Provider perform additional services outside the scope of the Services (“**Additional Services**”) and Service Provider agrees to perform the work but Service Provider and Client do not enter into a separate Engagement Letter setting forth the Additional Services, then Client agrees to pay Service Provider additional fees based in part upon the amount of time required at our standard billing rates, plus out-of-

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pocket expenses, the Additional Services will be subject to the terms and conditions of this Professional Services Agreement, and all references to the term “Services” in this Professional Services Agreement shall be construed to mean the Services and the Additional Services. Service Provider, in its sole professional judgment, reserves the right to refuse to perform any Services or take any action that could be construed as assuming Client’s responsibilities as set forth herein.

2.2. Third-Party Software Providers. Client acknowledges and agrees that such Services may be performed by Service Provider, or any of its Affiliates, or Third-Party Software Providers. Client acknowledges and agrees that Service Provider may enter into contracts or licenses with such Third-Party Software Provider and Service Provider shall have the right to enter into, amend, terminate, or modify any such contract or license with any Third-Party Software Provider at any time in its sole discretion and without the consent of or notification to Client. If applicable to Client’s Services, Client may need to agree to Third-Party Software Providers’ terms and conditions or other contractual agreements in order to use Third-Party Software Providers’ services.

2.3. Quality Inputs. Notwithstanding anything herein to the contrary, Client agrees and acknowledges that the quality of the Services and any Reports is reliant on the accuracy, reliability, availability, and validity of the Client Materials provided by Client to Service Provider and Service Provider makes no representation or warranty with respect to issues with the Services that result from or are based on issues with accuracy, reliability, availability or validity of the Client Materials. Client hereby agrees that it will immediately notify Service Provider when it becomes aware of issues with the accuracy, reliability, availability, and validity of the Client Materials provided to Service Provider and Client assumes all risk, loss, and damages that arise therefrom, including, but not limited to any costs associated with redoing the Services and any Reports.

3. Payment for Services.

3.1. Service Fees and Payment Terms. Client agrees to pay the fees for the Services as set forth in the Engagement Letter and in these Professional Services Terms & Conditions. Any amounts owed by Client hereunder will be invoiced monthly and all payments shall be due within thirty (30) days of Client’s receipt of the applicable invoice, unless stated to the contrary in the Engagement Letter. Client may not offset, defer or deduct any invoiced amounts. If Client objects to any invoiced amount, Client must promptly notify Service Provider in writing (but in no event more than thirty (30) days of the invoice date) and provide a detailed summary of all objections. Client hereby waives any objections to any invoice if timely objections are not made. If Client objects to any invoice, Client shall promptly pay all undisputed amounts and work with Service Provider in good faith to attempt to resolve any disputes.

3.2. Prepayments. Service Provider shall have the right to require Client to prepay up to fifty percent (50%) of the anticipated fees for the Services prior to any Services being provided to Client. If Service Provider determines in its sole discretion that the total cost for providing the Services cannot be reasonably determined at the outset, then Service Provider shall have the right to require Client pay a prepayment to Service Provider in an amount reasonably determined by Service Provider prior to Service Provider providing the Services.

3.3. Interest on Past Due Amounts. If any invoice is not paid by its due date, Service Provider will charge Client and Client will pay an interest charge of one percent (1%) per month on the unpaid balance of such invoice. For any amounts that are disputed in good faith, Client may still be liable for the interest if such amounts are later found to be rightfully due and owing. Alternatively, for any disputed amounts that are made in good faith, Client can pay such amounts into a mutually agreeable interest-bearing escrow account, in which case Client will not be obligated to pay such interest provided it cooperates in good faith with Service Provider to promptly resolve the dispute.

3.4. Certain Remedies for Nonpayment. If an undisputed invoice is not paid when due, Client shall pay Service Provider a service charge accruing from the due date in the amount of one and half percent (1.5%) per month or the highest lawful rate, whichever is less, on the unpaid balance of such invoice. If Client fails to pay to Service Provider, within ten (10) days after Service Provider makes written demand for any past-due amount payable under the Agreement (including interest thereon), then, in addition to all other rights and remedies which Service Provider may have at law or in equity, Service Provider may seek collection from Client of unpaid amounts due and shall be entitled to all of its attorneys’ fees, costs of court and other costs of collection regardless if formal litigation is commenced. Service Provider is also entitled to accelerate and demand full payment of any future amounts due under the Engagement Letter. Service Provider may, in its sole discretion, decide to suspend Client’s access to the Services, including any Services provided by a Third-Party Software Provider, until all past due amounts are paid in full. Any withholding of Services or support due to a failure by Client to pay amounts due does not relieve Client from its contractual obligation to pay for the Services during the time the Services and/or support are withheld. If Client makes full payment and restores its account to good standing and the Agreement has not otherwise been terminated, then Service Provider may resume Services. Notwithstanding any term to the contrary herein, Client acknowledges and agrees that Services Provider shall not be liable for any damages that Client incurs resulting from Service Provider’s suspension of Services until all amounts due are paid in full to Service Provider.

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3.5. Taxes. All of Service Provider's invoiced amounts are exclusive of any taxes. Client is responsible for and shall pay all sales, use, excise, personal property or other taxes, whether federal, state or local, however designated, levied or imposed on any Services or invoiced amounts. Income, franchise or similar taxes related to Service Provider's earnings or business entity are Service Provider's responsibility.

4. Term of Agreement.

4.1. Term and Termination. The term of this Agreement shall commence on the Effective Date of the Engagement Letter and shall continue until terminated as provided herein. This Agreement may be terminated pursuant to the following: (1) either Party may terminate the Agreement for convenience by giving the other Party ninety (90) days' prior written notice; or (2) either party may terminate this Agreement "for cause" if the other party is in breach of any material term of this Agreement and does not cure the breach within thirty (30) days after receipt of the written notice of the alleged breach. Should such termination occur while Client still has Services remaining on any applicable agreement, except in situations where Client has terminated this Agreement for cause, then all of those amounts due presently and during the remainder of the Services term shall be immediately due and payable upon the effective termination of this Agreement.

4.2. Enforceability Post-Termination; Survival. Upon the termination of this Agreement, Service Provider has no further responsibility to provide Services. Client's obligation to pay Service Provider shall survive termination until all amounts due and owing to Service Provider are fully paid and Client shall be obligated to pay Service Provider for any fees or expense on a proportional basis for Services performed up to and including the Effective Date. Any provisions of this Agreement that by their terms require performance or have application to events following termination shall survive and remain in full force and effect.

4.3. Procedures Upon Termination. Upon the end of the Term, Service Provider shall prepare final invoices for Services and provide them to Client, and Client shall pay the same pursuant to the invoice terms. Both parties shall return any and all Confidential Information, reports, materials, or other service-related items as required by this Agreement in a timely manner. Both Parties are not obligated to delete data that is solely on their backup systems, provided that should the backup system's data that includes Confidential Information be restored to the primary system where the data is more readily accessible, then the Parties will at that time have the obligation to delete the Confidential Information.

5. Confidentiality, Certain Restrictive Covenants, and Intellectual Property.

5.1. Confidentiality Obligations. The receiving Party shall maintain the confidentiality of the disclosing Party's Confidential Information and protect such Confidential Information with the same degree of care that it applies to the receiving Party's own similar Confidential Information, but in no event less than a reasonable degree of care, given the nature of the information disclosed. The disclosing Party's Confidential Information shall be used by the receiving Party solely for the purpose of rendering or obtaining Services (as applicable) pursuant to this Agreement and, except as permitted herein, shall not be disclosed to any third party without the prior consent of the disclosing Party. Notwithstanding the foregoing, Client acknowledges that Service Provider may share Client's Confidential Information with those of its Representatives, Affiliates and any Third-Party Software Providers that have a need to know in order to assist with the performance of the Services and who agree to maintain the Client's Confidential Information on the same or similar terms as set forth herein. Client acknowledges that it may be asked by certain Third-Party Software Providers to consent to the sharing of Client's Confidential Information in connection with the Services, and Client agrees to consent to such requests from Third-Party Software Providers. This Agreement shall be deemed Confidential Information.

5.2. Exceptions. The restrictions on Confidential Information in this Section 5 shall not apply to information: (1) generally available to the public through no act or omission of the receiving Party, its Representatives, or its Affiliates; (2) independently developed or acquired by the receiving Party without use or reference to the disclosing Party's Confidential Information; (3) approved for release in writing by the disclosing Party; (4) that is received without restriction from another person or organizations lawfully in possession of such information and entitled to provide such information to the receiving Party; or (5) information that was rightfully in the possession of the receiving Party on a non-confidential basis prior to its disclosure by the disclosing Party. Additionally, either Party may use or disclose the other Party's Confidential Information if required by any request or order of any applicable government or regulatory authority, or otherwise as required by applicable law. Before disclosing the disclosing Party's Confidential Information for such purpose, the receiving Party must provide prompt written notice to the disclosing Party of the circumstances requiring disclosure of such Confidential Information, and the Parties shall cooperate with each other, at the disclosing Party's expense, to obtain protection for the confidentiality thereof to the extent available, to contest and avoid such disclosure, to obtain any other appropriate remedy, or to waive compliance with the provisions of this Agreement. In the event that such protective order or other remedy is not obtained, or that the disclosing Party waives

PROFESSIONAL SERVICES TERMS AND CONDITIONS

compliance with the provisions of this Agreement, the receiving Party will furnish only that portion of Confidential Information which is legally required.

5.3. HIPAA. Notwithstanding anything herein to the contrary, to the extent the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") applies to Client, Client acknowledges and agrees that: (1) Client retains all responsibility for being compliant with the applicable provisions of HIPAA that may apply to the Client Materials provided by Client pursuant to the Services; and (2) Service Provider makes no representation or warranty herein regarding its compliance with any applicable HIPAA laws and regulations in connection with the Services.

6. Warranties.

6.1. Representations and Warranties. Each Party represents, warrants and covenants to the other that: (1) it has full right, power and authority to enter into and fully perform its obligations under this Agreement; (2) the execution, delivery and performance of this Agreement by that Party does not conflict with any other agreement to which it is a party or by which it is bound; and (3) it shall comply with all material laws, rules and regulations applicable to its activities in connection with this Agreement. Client further represents, warrants, and covenants that: (1) the Client Materials are original to Client or Client has obtained the necessary rights to provide the Client Materials to Service Provider and use the Client Materials in connection with the Services; and (2) the Client Materials as provided to Service Provider are accurate, reliability, availability, and valid for the performance of the Services.

6.2. Third-Party Software Provider Warranty Disclaimers. Notwithstanding anything herein to the contrary, Service Provider makes no warranties, express or implied, or guarantees regarding the Third-Party Software Providers services and in no event shall Service Provider be liable to Client for the failure of any Third-Party Software Provider to perform any part of the Services. In the event of an issue or failure in the Services that is performed by a Third-Party Software Provider: (1) the Parties will work together, each at their own cost and expense, to attempt to reach a reasonable solution for the Parties (to the extent one is available); and (2) if Client desires to pursue a claim against the Third-Party Software Provider in a court of law, provided that such claim has a reasonable possibility of success in the opinion of Service Provider but Service Provider does not desire to participate in such claim, then Client will be permitted to seek such a claim in a court of law at its own cost and expense, and to the extent possible, Service Provider will assign any rights it may have with respect to the Third-Party Software Provider related to the claim.

6.3. All Obligations Set Forth in This Agreement; Limitation. SERVICE PROVIDER SHALL NOT BE RESPONSIBLE FOR ANY DELAYS AND/OR SERVICE UNAVAILABILITY OF ANY KIND, REGARDLESS OF CAUSE, EXCEPT AS PROVIDED IN THIS AGREEMENT. CLIENT EXPRESSLY WAIVES ANY CLAIMS AGAINST SERVICE PROVIDER FOR LOSS, INJURY, OR DAMAGE OF ANY KIND, DIRECTLY OR INDIRECTLY, RESULTING FROM AVAILABILITY OF THE SERVICES, USE OF THE SERVICES OR FROM ANY LOSS OR CORRUPTION OF CLIENT MATERIALS SOFTWARE, OR HARDWARE, EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT.

6.4. OTHER WARRANTY DISCLAIMERS. EXCEPT FOR THE EXPRESS WARRANTIES STATED IN THIS AGREEMENT, SERVICE PROVIDER DISCLAIMS ALL OTHER WARRANTIES ON THE SERVICES FURNISHED UNDER THIS AGREEMENT INCLUDING WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, COMPLETENESS, OR OF ANY RESULTS TO BE ACHIEVED. UNLESS NOTED EXPLICITLY OTHERWISE HEREIN, ALL SERVICES ARE PROVIDED AS-IS. NOTWITHSTANDING ANYTHING TO THE CONTRARY HERE, ANY SERVICES THAT ARE CONTINGENT ON OR PROVIDED BY A THIRD-PARTY SOFTWARE PROVIDER CARRY NO WARRANTY OF ANY KIND BY SERVICE PROVIDER. CLIENT AGREES TO LOOK EXCLUSIVELY TO SUCH THIRD-PARTY SOFTWARE PROVIDER FOR ANY AND ALL LIABILITY. THE EXPRESS WARRANTIES STATED IN THIS SECTION 6 ARE IN LIEU OF ALL OBLIGATIONS OR LIABILITIES ON THE PART OF SERVICE PROVIDER ARISING OUT OF OR IN CONNECTION WITH THE PERFORMANCE OF SERVICE PROVIDER UNDER THIS AGREEMENT.

7. Limitation of Liability and Indemnification.

7.1. LIMITATION ON DAMAGES. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, CLIENT ACKNOWLEDGES AND AGREES THAT THE MAXIMUM AGGREGATE AMOUNT THAT CLIENT CAN COLLECT FROM SERVICE PROVIDER OR ITS AFFILIATES FOR ANY CLAIM RELATED TO THIS AGREEMENT OR THE SERVICES, WHETHER PURSUANT TO THIS AGREEMENT OR OTHERWISE UNDER THE LAW, SHALL BE LIMITED TO AN AMOUNT EQUAL TO THE AVERAGE MONTHLY AMOUNT ACTUALLY PAID FOR THE SPECIFIC SERVICE AT ISSUE BY CLIENT TO SERVICE PROVIDER UNDER THIS AGREEMENT OVER THE PAST TWELVE (12) MONTHS PRIOR TO WHEN THE CLAIM FIRST AROSE.

7.2. WAIVER OF CERTAIN DAMAGES. UNLESS SPECIFIED EXPLICITLY HEREIN, NEITHER PARTY SHALL BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, LOSS OF PROFITS, LOSS OF USE OF DATA OR INTERRUPTION OF BUSINESS, WHETHER ARISING IN TORT, CONTRACT, OR INDEMNITY, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; PROVIDED THAT NOTHING IN THIS PARAGRAPH IS ENTITLED TO LIMIT OR WAIVE THE AMOUNTS DUE FROM CLIENT TO SERVICE PROVIDER.

PROFESSIONAL SERVICES TERMS AND CONDITIONS

7.3. MUTUAL INDEMNIFICATION. Each Party (“**Indemnifying Party**”) will defend, indemnify, and hold harmless the other Party and its Affiliates, and any of their Representatives (“**Indemnified Party**”), from and against any and all losses, claims, actions, proceedings, and suits, and all related liabilities, damages, judgments, settlements, penalties, fines, costs or expenses (including reasonable attorneys’ fees and other actual litigation related expenses) (collectively “**Losses**”) incurred by the Indemnified Party, arising out of or relating to: (1) any breach or alleged breach of the Indemnifying Party’s representations and warranties; (2) any damage or loss caused by negligence, fraud, dishonesty, or willful misconduct by the Indemnifying Party or any of its Representatives; (3) unauthorized disclosure of confidential information by the Indemnifying Party; (4) claims against the indemnified party by a third party for infringement upon Intellectual Property Rights; and (5) any other violation of this Agreement by the Indemnifying Party. Notwithstanding anything to the contrary contained in this Agreement, in no event will the Indemnifying Party be liable for any amount attributable to the Indemnified Party’s gross negligence, willful misconduct, or breach of this Agreement.

8. Miscellaneous.

8.1. Non-solicitation of Employees. During the term of this Agreement and for a period of one (1) year after termination of this Agreement for any reason, Client shall not, directly or indirectly, hire, offer to hire, entice away, solicit, or in any other way persuade or attempt to persuade any Representative to discontinue their relationship with Service Provider. If Client violates this provision, Client shall pay Service Provider an amount equal to the Representatives total annualized compensation, including wages, bonuses and the cost of all benefits, if any, that Service Provider paid or was payable to the Representative during the one (1) year period prior to Client soliciting the Representative as well as the forecasted or actual total annualized compensation that Client will pay or did pay to Representative after the solicitation occurred.

8.2. Notification. All notices, requests, demands and other communications which are required or may be given under the Agreement will be in writing and will be deemed to have been duly given, or otherwise properly received: (1) when actually received if personally delivered; (2) when transmitted by confirmed facsimile, electronic or digital transmission method; (3) the day after it is sent, if sent for next day delivery to a domestic United States address by recognized overnight delivery service (e.g., Federal Express); and (4) upon receipt, if sent by certified or registered mail, return receipt requested. In each case, notice will be sent pursuant to the addresses and notice information for each Party set forth in the Engagement Letter, provided, however, that any Party may change such Party’s notice information by written notice to the other Party in the manner set forth above.

8.3. Force Majeure. Except for any payment obligations, which shall remain due and payable in accordance with the provisions of this Agreement, either Party shall be excused from delays in performing, or from its failure to perform, its obligations pursuant to this Agreement if such delays or failures result from a Force Majeure Event. In order to be excused from delay or failure to perform due to a Force Majeure Event, a Party must provide prompt written notice to the other Party reasonably identifying the Force Majeure Event and use commercially reasonable efforts to resume performance to the extent possible. If the period of non-performance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, either party may terminate this Agreement. Notwithstanding any term to the contrary herein this Agreement, Client’s sole and exclusive remedy for any such termination shall be a refund of the pro-rata portion of any pre-paid Service fees.

8.4. No Agency. Service Provider is acting solely as an independent contractor in rendering Services under this Agreement. In no way is Service Provider to be construed as the agent or acting as the agent of Client in any respect. Service Provider is neither the employer nor an employee of Client.

8.5. Assignment. This Agreement may not be assigned by either Party without the express written consent of the other Party, which shall not be unreasonably withheld, conditioned or delayed. Subject to the foregoing, any assignee under this Agreement shall be subject to all of the terms, conditions and provisions of this Agreement.

8.6. Waiver. No waiver or breach of any provision of this Agreement shall be effective unless made in writing nor shall such waiver or breach operate as, or be construed to be, a continuing waiver of such provision or breach.

8.7. Governing Law; Venue; Waiver of Jury Trial. This Agreement shall be governed by the laws of the State of Kansas, without regard to its conflict of law provisions. Subject to the alternative dispute resolution process described in section 8.8, any disputes between the Parties in connection with this Agreement shall be exclusively brought only in a court of competent jurisdiction located in either: (1) the county in which the Service Provider’s office sits that is providing the majority of the Services to the Client under this Agreement; or (2) if subsection (1) is inapplicable for any reason, then in Johnson County, in the State of Kansas. THE PARTIES EXPRESSLY AND IRREVOCABLY WAIVE TRIAL BY JURY IN THE EVENT OF ANY DISPUTE UNDER THIS AGREEMENT.

8.8. Alternative Dispute Resolution – Mediation & Arbitration. If a dispute arises from or relates to this Agreement or the breach thereof, and if the dispute cannot be settled through direct discussions, the Parties agree to first attempt to settle the dispute by mediation that will be administered by a neutral party, using mediation procedures, both of

PROFESSIONAL SERVICES TERMS AND CONDITIONS

which have been agreed upon by both Parties before resorting to arbitration. Where mediation fails to produce a binding resolution between the Parties, any continued dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by individual final and binding arbitration in the proper location determined by section 8.7 of these Terms. Except as otherwise provided in this section or mutually agreed upon by the Parties, the arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures. All aspects of the mediation and arbitration, including any final and binding award issued by the arbitrator, shall be strictly confidential. Judgment on the final and binding award issued by the arbitrator may be entered in a court described in section 8.7. This clause shall not preclude the Parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.

8.9. Time Period for Claims. The Parties acknowledge that the nature of the Services makes it inherently difficult, with the passage of time, to present evidence in an arbitration that fully and fairly establishes the facts underlying any dispute that may arise between us. The Parties agree that notwithstanding any applicable statute of limitation that might otherwise apply to a claim or dispute between the Parties, including one arising out of this Agreement or the Services, any arbitration permitted under the Agreement (except related to the collection of sums due from Client) must be commenced within twelve (12) months after the date of delivery of any Report arising from the Services or if no Reports are delivered in connection with the Services, within twelve (12) months after the date of delivery of the Services. This twelve (12) month period applies and begins to run on the date of each report delivered by Service Provider, even if Service Provider continues to perform Services after such date, and even if neither Party has become aware of the existence of a claim or the basis for a possible claim. In the event a dispute within the last sixty (60) days of the twelve (12) month period, the period of limitation to commence a lawsuit shall be extended by up to sixty (60) days, to allow the Parties to conduct nonbinding mediation pursuant to Section 8.8.

8.10. Attorneys' Fees. The Party who substantially prevails in enforcing this Agreement shall be entitled to all of its reasonable attorneys' fees, expert witness fees, investigation costs, and court and appeal costs regardless of if a formal lawsuit is commenced. This provision shall remain in force for costs associated with section 8.8 unless the parties agree to allocate costs subject to a separate agreement.

8.11. Fees for Client Disputes with Third Parties. Except for disputes arising between the Parties, in the event Service Provider or any of its Affiliates are called as a witness or requested to provide any information (whether oral, written, or electronic) in any judicial, quasi-judicial, or administrative hearing, investigation, trial, appeal, or proceeding regarding information or communications that Client has provided to Service Provider, any documents and materials prepared by Service Provider in accordance with the terms of this Agreement, or any knowledge the Service Provider has related to Client, Client shall pay any and all expenses, including fees and costs for Service Provider's time, at Service Provider's rates then in effect, as well as any legal or other fees that Service Provider incurs as a result of such appearance or production of documents.

8.12. Subpoenas and Legal Proceedings. If Service Provider receives a subpoena related to Client, the Services Service Provider performed for Client, or if Service Provider otherwise must engage in any legal proceeding relating to Client or its acts or omissions, Client agrees to reimburse Service Provider for its costs associated with the same (including reasonable attorneys' fees), along with the value of the time its staff incurs in responding to the subpoena and participating in the legal proceeding calculated at the respective staff members' standard billable rate. Client shall pay all such amounts within ten (10) days of written demand.

8.13. Reproductions of Materials. Any publication or other reproduction of any Report prepared by Service Provider as part of the Services shall reference Service Provider's name and logo as original prepared and provided to Client. Client agrees to provide Service Provider with printers' proofs or master of such publication or reproduction of a Report for Service Provider's review and approval before it is printed and before it is distributed.

8.14. Electronic Signatures; Electronic Disclosures. The Parties agree that this Agreement and any other documents delivered in connection herewith may be electronically signed, and that any electronic signatures appearing on this Agreement or such other documents shall have the same legal validity and enforceability as handwritten signatures to the fullest extent permitted by applicable law. Client hereby authorizes Service Provider and Third-Party Software Providers to deliver to Client electronically formatted data and information, including financial statements, drafts of financial statements, financially sensitive information, spreadsheets, trial balances, or other financial data from Service Providers files.

8.15. Counterparts. This Agreement may be executed and delivered by original signature, facsimile, or other image capturing technology, and in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement.

PROFESSIONAL SERVICES TERMS AND CONDITIONS

8.16. Entire Agreement. This Agreement constitutes the entire agreement between the Parties in relation to the Services provided hereunder and supersedes all prior written or oral communications and representations only with respect to the Services provided hereunder in this Agreement.

8.17. Severability. If any portion of this Agreement is held to be void, invalid, or otherwise unenforceable in whole or in part, for any reason whatsoever, such portion of this Agreement shall be amended to the minimum extent required to make the provision enforceable and the remaining portions of this Agreement shall remain in full force and effect.

8.18. Equitable Relief. Each Party acknowledges that its breach of Section 5 (**Confidentiality, Certain Restrictive Covenants, and Intellectual Property**) or Section 8.1 (**Non-solicitation of Employees**) will cause irreparable injury to the other Party for which monetary damages are not an adequate remedy. Accordingly, in addition to any other rights and remedies available to such Party, a Party shall be entitled to seek injunctive relief and other equitable remedies in the event of a breach of the terms of Section 5 or Section 8.1 by the other Party.

RESOLUTION NO. 24-02-18

**A RESOLUTION APPROVING BERGANKDV
TO CONDUCT THE ANNUAL AUDIT SERVICES
FOR THE YEAR ENDED DECEMBER 31, 2023
IN THE AMOUNT OF \$38,850**

WHEREAS, the City of Wyoming annually enters into agreements for auditing services; and

WHEREAS, BerganKDV was selected by the city council as part of a proposal for audit services for 2021, 2022 and 2023

WHEREAS, The City of Wyoming is required by State Statute to conduct an annual audit of city funds; and

WHEREAS, the City of Wyoming will need the financial statements of the governmental activities, the business-type activities, each major fund and the aggregate remaining fund information audited.

NOW, THEREFORE, BE IT RESOLVED by the City Council hereby authorizes the City Administrator to contract with BerganKDV

Hereupon said resolution was declared duly passed and adopted by the city council of the city of Wyoming this 20th day of February, 2024

CITY OF WYOMING

By: _____
Lisa Iverson, Mayor

ATTEST:

Robb Linwood, City Administrator/Clerk



February 15, 2024

Re: Public Safety Activity Report – February 20, 2024, City Council Meeting

Police Update

Administrative Assistant Hiring Process

An applicant has been identified to move into the background phase of the hiring process. We are looking forward to bringing the applicant forward for approval at the March 6, 2024 council meeting.

Taser 7

We have received the new Taser 7 conducted energy weapons and will be training all officers and reserves on their use on February 21st.

Fire Update

No update.

Upcoming Community Outreach Events

March 2024 Coffee with a Cop (TBD)

Neil D. Bauer, Ed.D.
Public Safety Director/Police Chief



wyoming@wyomingmn.org • Phone: 651-462-0575 • Fax: 651-462-0576

PO Box 188 • 26885 Forest Boulevard • Wyoming, MN 55092



February 16, 2024
Honorable Mayor and City Council
City of Wyoming
26885 Forest Boulevard
Wyoming, MN 55092

RE: FEBRUARY 20, 2024 CITY COUNCIL MEETING

Dear Mayor and Council Members:

This letter is intended to summarize on-going commercial building projects and zoning issues within the City. Some of these items may be separate agenda matters, while others are for informational purposes only.

Gregory Contracting

A memorandum concerning the complaint(s) the City Council received during the Open Forum on February 6th is on the Council agenda under Old Business..

A temporary Certificate of Occupancy has been issued. Plumbing, heating, and septic system final inspections have been approved. The majority of the exterior work is complete. Insulation is complete, the septic system has been installed. Inspections for the footings, foundation, underground plumbing, in-floor heating, framing, and insulation have been approved. The building permit has been issued. Site plans have been approved and a Grading permit has been issued.

Fairview Hospital

The work is being completed in phases; Phase 2 has begun, Phase 1 has been inspected and approved. The permits to remodel their Cardiac Rehabilitation area has been issued.

Sincerely,

Frederick E. Weck, IV
Zoning Administrator
Building Official #1825
Advanced Septic Inspector, MPCA #C5199
City of Wyoming



**ECKBERG
LAMMERS**
ATTORNEYS AT LAW

www.eckberglammers.com

Writer's Direct Dial:
(715) 808-8842

Writer's Email:
tloonan@eckberglammers.com

February 14, 2024

Robb Linwood
City of Wyoming
26885 Forest Boulevard
Wyoming, MN 55092

Delivered via Email

Re: City of Wyoming
Status Update for the Period of – February 2, 2024 – February 14, 2024

Dear Robb:

Our office continues our role as general counsel, answering questions, addressing legal concerns and reviewing items for the City including procedural issues, law updates, employment matters, contracts, and policy considerations as requested. We work closely with City staff advising on legal concerns relating to citizen complaints and broad legal concepts.

Please contact me directly if you have any questions regarding this correspondence. Thank you for allowing us to serve the City of Wyoming.

Very Truly Yours,

s/ Thomas R. Loonan

Thomas R. Loonan
City Attorney

Stillwater Office
1809 Northwestern Avenue
Stillwater, MN 55082
Phone: 651-439-2878
Fax: 651-439-2923

Hudson Office
430 Second Street
Hudson, WI 54016
Phone: 715-386-3733
Fax: 715-386-6456



Engineer's Report

February 16, 2024

Honorable Mayor and City Council
City of Wyoming, MN
26885 Forest Boulevard
Wyoming, MN 55092

Re: February 20, 2024, City Council Meeting
WSB Project No. 021007-000

Dear Mayor and Council Members:

This engineer's report is intended to update you on engineering activities within the City since the last council meeting. Some of the items below may be on the agenda with more detailed information provided, while the other items below are for informational purposes only.

2024 Street Improvement Project

Staff held a neighborhood meeting on January 23rd to provide information to property owners about the scope of the project, discuss the public improvement process and encourage feedback.

The topographic survey and televising for the project has been completed. Soil borings and cores are scheduled to take place in February.

Staff has also met with CLFLWD to discuss potentially partnering with them if they choose to enhance a project with additional stormwater management features. We will be meeting with property owners where opportunities exist.

Trunk Watermain and Sanitary Sewer Forcemain upsizing

Staff has completed plans and specifications. Council approved the plans and specifications and authorized the advertisement for bid. Bid results will be brought to the second Council meeting in March for considering the award of a construction contract.

East Viking Boulevard (Fenwick to Glen Oak) and Bridge No. 13J22

The project is substantially complete and open to traffic. An assessment was held for the project on Tuesday, November 7, 2023 at 8:00 p.m. Staff has certified the assessments with the County as the 30-day prepay period has elapsed.

The portion of the project east of Polaris has been paved, shouldering has been placed and is complete.

The bridge portion of the project is now substantially complete. Remaining work to close out the project will take place in the spring. State reimbursement is a process and is underway.

Fallbrook Avenue and 264th Street Improvement Project

The flashing pedestrian crossing was recently installed and is operational. This portion was funded by Rosenbauer.

The project is now substantially complete. Remaining work to close out the project will take place in the spring. An assessment hearing took place on November 21, 2023, at 7:00 p.m. Once the 30-day prepayment period is complete on December 21st, staff will certify the assessments with the County.

Diamond Ridge Development

No new update.

The project is substantially complete, with the final layer of asphalt to be placed after the homes are built. We did receive a grading plan modification that we approved at the request of a potential builder. They expect to start building later this fall. A letter of credit reduction recently was approved.

Staff will be bringing and agenda item forward at the second meeting in January for approval of plans and specifications and authorizing the advertisement for bids.

Katies Glenn

Staff has approved the plans for the development and the developer. Staff have signed off on and received the MPCA Sanitary Sewer Extension permit.

Bingham Property – Hallberg Project (Multi-Tennent)

No new update.

All testing has now passed, and a site walk through has been completed. A final punch list has been provided to the contractor. Restoration items persist due to the lack of rain.

Sunrise Riverbank Development (Residential and Commercial)

No new update.

Staff met with the property ownership team to discuss concepts they will be looking into further.

Summer Fields Development

No new update:

First Addition (19 lots): The contractor has indicated the project has been completed and all punch list items are complete as well. Upon inspection, there are a few items that remain; however, it is expected that this will be brought to the City in the near future for consideration of acceptance and release of escrow. The developer is working to address these remaining punch list items. The Developer started work installing pipes in the filtration basin on

12/12/2022. Staff has reduced the cash escrow to \$10,000. Remaining work is primarily related to the removal of silt fence and ensure restoration efforts have taken.

Second Addition (15 lots):

No New Update:

Utility Construction, curb and gutter placement and asphalt has been placed. An escrow reduction has been requested and staff is confirming the value of work completed and what remains now that they have submitted the remaining. The escrow reduction has taken place.

Third Addition

No new update.

The developer has indicated that they are currently working on the third addition final plat and construction plans. This is for the completion of the site on the east side of Kettle River Boulevard. Earlier indication was that the third addition was for the next phase on the west side of Kettle River Boulevard.

The next addition on the West side of Kettle River Boulevard will involve the design of a city lift station within the site and will require design and ordering of lift station components. An on-site generator will also be required to be installed at the downstream lift station. The lead time on this is significant and that information has been provided to the developer to make sure these do not impede the timing of this next phase. Lift station design is currently underway as requested by the developer.

Heims Lake Villas North

No new update.

All sanitary sewer, watermain, and storm sewer have been completed. Aggregate base and curb and gutter and first layer of asphalt has been completed, allowing building permits to be issued. The concrete sidewalk has been completed. The bituminous wearing course was planned to be completed in the fall of 2023, however it is now expected that this will be completed in the summer of 2024.

Aadland Development (Hunter Hill)

No new update.

Punch list items are currently underway and final layer of asphalt has been placed. Project acceptance is expected in the spring once restoration is acceptable. Due to the drought, many areas of the seeding have not come in adequately. Project acceptance is now expected in the spring as fall seeding did not yet come in.

Hallberg Storage

NO new update.

Final Punch list has been created and project completion is near. Restoration is all that is needed for acceptance, however due to the lack of rain, seeding efforts have failed.

Thank you for the opportunity to update the Council on current matters in the City.

Sincerely,

WSB and Associates, Inc.

Mark Erichson, P.E., City Engineer



Council Communication

Date: February 20, 2024

Presented to: Mayor Iverson and City Council Members

Presented by: Grant MacFarlane, Assistant City Administrator

Department: Administration

Reference: 2024 Spring Medallion Hunt

Method: Communications

Background Information: The City of Wyoming puts together an annual spring medallion hunt as a way to encourage and enable people to explore Wyoming and its park system. Staff is currently in the process of putting together a medallion hunt similar to what has been administered in the past. Clues for the medallion's location will be shared on the City's social media account and website. This event takes place during the Forest Lake School District's spring break, which runs from March 4th – March 8th this year.



CITY OF WYOMING

P.O. Box 188, 26885 Forest Blvd., Wyoming, MN 55092
Phone: 651-462-0575 Fax: 651-462-0576



Memorandum

Date: February 16, 2024

Presented to: Mayor Iverson and City Council Members
Presented by: Zoning Administrator / Building Official Frederick E. Weck, IV
Department: Department of Building Safety
Reference: Gregory Contracting Lighting Complaint
Method: Old Business

Background Information:

The property that the new Gregory Contracting building is located on was rezoned from the Rural Residential II (R-2) to the Commercial (C) District by the Wyoming City Council on March 1, 2022. Gregory Contracting was granted Site Plan approval by the Wyoming City Council on June 20, 2023. On the same date variances were approved for the right-of way setback for the building, sign, and parking lot and for the exterior building materials.

On August 22, 2023 the building permit for the new building was issued; on February 1, 2023 the property was granted a Temporary Certificate of Occupancy. Because of the frozen ground some site improvements cannot be completed until the spring. Items that are to be completed include: landscape and screening plantings, the doors for the dumpster enclosure, wear course for the parking lot asphalt, and some soffit fascia at the main entrance.

On February 6, 2024 during the Open Forum portion of the City Council regular meeting the council received a complaint concerning the lighting and screening of the property. As stated previously, the screening was not completed because of the frozen ground. Included with this memo is the Landscape Plan with notes showing the screening that still needs to be completed. This plan shows a fence along the north property line and a portion of the west. Now that most of the site work is complete the property owner indicated to me that some of that fencing may be replaced with plantings. If that is the case a revised plan will be submitted to the department for review.

Lighting Requirements:

The following are applicable portions of the Zoning Ordinance requirements for site lighting:

Sec. 40 – 563. Intensity.

No light source or combination thereof which casts light on a public street shall exceed one (1) foot candle (meter reading) as measured from the right-of-way line of said street nor shall any light source or combination thereof which casts light on adjacent residential property exceed four-tenths (0.4) foot candles (meter reading) as measured at the property line per the method outlined in Sec. 40 – 564.

Sec. 40 – 564. Method of Measuring Light Intensity.

The foot-candle level of a light source shall be taken after dark with the light meter held six (6) inches above the ground with the meter facing the light source. A reading shall be taken with the light source on, then with the light source off. The difference between the two readings will be identified as the light intensity.



DEPARTMENT OF BUILDING SAFETY

P.O. Box 188, 26885 Forest Blvd., Wyoming, MN 55092

Phone: 651-462-4947 Fax: 651-462-3938

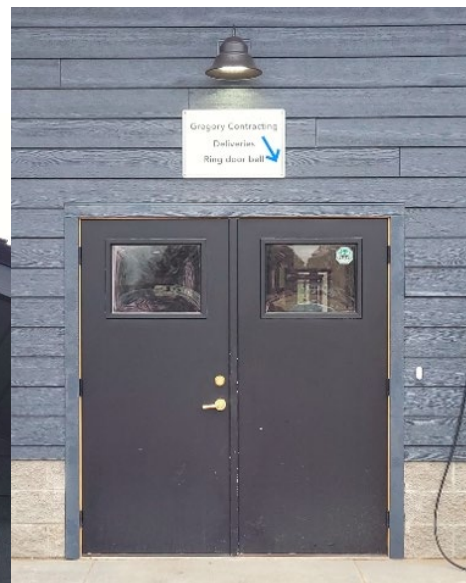
Sec. 40 – 565. Performance Standards.

(2) Business/Industrial District Standards.

- (a) Any lighting used to illuminate a structure, an off-street parking area, or other area shall be arranged so as to deflect light away from any adjoining residential property or from any public right-of-way. All lighting shall be installed in accordance with the following provisions:
Shroud installed on light.



1. The luminaire shall contain a cutoff which directs and cuts off the light at an angle of ninety (90) degrees or less. The recessed can lights and security lighting at side door comply.



2. *Light sources shall not be permitted so as to light adjacent property in excess of the maximum intensity defined in Sec. 40 – 563.*
See inspection results below.
3. *Architectural/historical light fixtures that feature globes that are not shielded, or lighting of entire facades or architectural features of a building may be approved by the City Council. In no case shall the light affect adjacent property in excess of the maximum intensity defined in Sec. 40 – 563.*
Light fixtures at front entrance.



5. *Location.*
 - i *The light source of an outdoor light fixture shall be setback a minimum of ten (10) feet from a street right-of-way and five (5) feet from an interior or rear lot line.*
 - ii *No light source shall be located on the roof unless said light enhances the architectural features of the building and is approved by a Conditional Use Permit.*
Lights meet setbacks and none are on the roof.
6. *Hours*
 - i *The use of outdoor lighting for parking lots serving commercial and industrial businesses shall be turned off one (1) hour after closing, except for approved security lighting.*
 - ii *All illuminated on-premise signs for advertising purposes shall be turned off between 12:01 AM and sunrise except that said signs may be illuminated while the business facility on the premise is open for service.*
Lighting is on a timer.

Also included with this memo are the building elevation and reflected ceiling drawings which show the locations and types of light fixtures that are in and on the building. These include recessed can lights in the soffits, sconces at the front entrance, and security lighting at the doors.

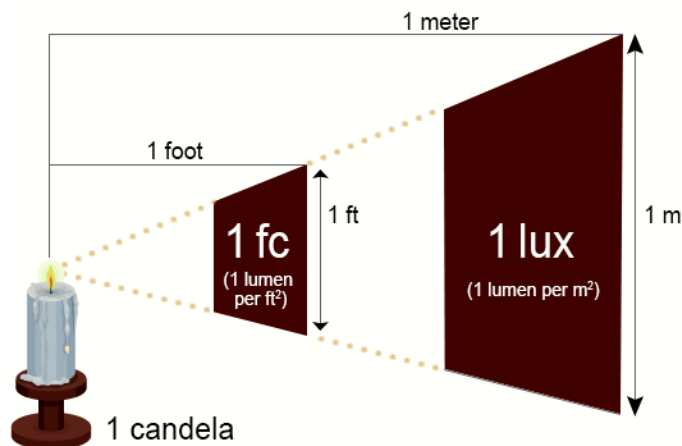


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The city ordinance measures light intensity in foot candles which is the amount of light cast on a one square foot area by a candle positioned one foot away from the one square foot surface. Another measurement that is used is a lux, which is the amount of light that falls on a surface one meter away from a candle. One foot candle is equal to 10.764 lux.



On the evening of February 15, 2024 I measured the light intensity at the right-of-ways of Highway 8 and Hazel Avenue. The light meter read 0.0 foot-candles at Highway 8, and at Hazel Avenue. The light intensity at the west property line was measured in several locations; the light meter also read 0.0 foot-candles. The light meter was then changed so that it would measure lux.

At Highway 8 it measured 0.1 lux:



At Heath Avenue it measured 0.8 lux:



Measurements were taken at multiple locations along the west property line; the highest reading was 0.2 lux:



Measurements were taken at head height because all readings were 0.0 when the meter was held 6 inches off of the ground surface per Section 40-564. Converting lux to foot candles; 0.8 lux is approximately equal to 0.08 foot candles.

Signage:

A Sign Permit was issued on October 23, 2023. The following are the sign ordinance's applicable lighting provisions:

Sec. 40 – 742. General Regulations.

Scope of regulations. The sign regulations set forth in this Division shall apply to all structures and all land uses in the city.



DEPARTMENT OF BUILDING SAFETY

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- (1) *Compliance with standards. No person shall place, erect, or maintain a sign, nor shall a lesser or owner permit property under his or her control to be used for any sign that does not conform to the requirements of this Division.*
- (2) *Regulations. The following general regulations shall apply to all signs.*
 - (n) *The city may specify the hours any sign may be illuminated. The hours of illumination may be specified on the permit or any time during the life of the sign. Illuminated signs shall have a shielded light source.*
 - (o) *The source of light for any sign must be indirect or diffused and shall not be directed into any adjoining residential district.*



The issued permit did not specify any time limits on the illumination of the sign. The lighting for the sign is indirect and not directed into any adjoining properties.

Conclusions:

At this time Gregory Contracting is compliant with the City's requirements concerning lighting and signage. Gregory Contracting will be compliant with the City's screening requirements when the weather warms up enough to allow that work to continue.

Frederick E. Weck, IV
Zoning Administrator
Building Official #1825
Advanced Septic Inspector, MPCA #C5199



DEPARTMENT OF BUILDING SAFETY

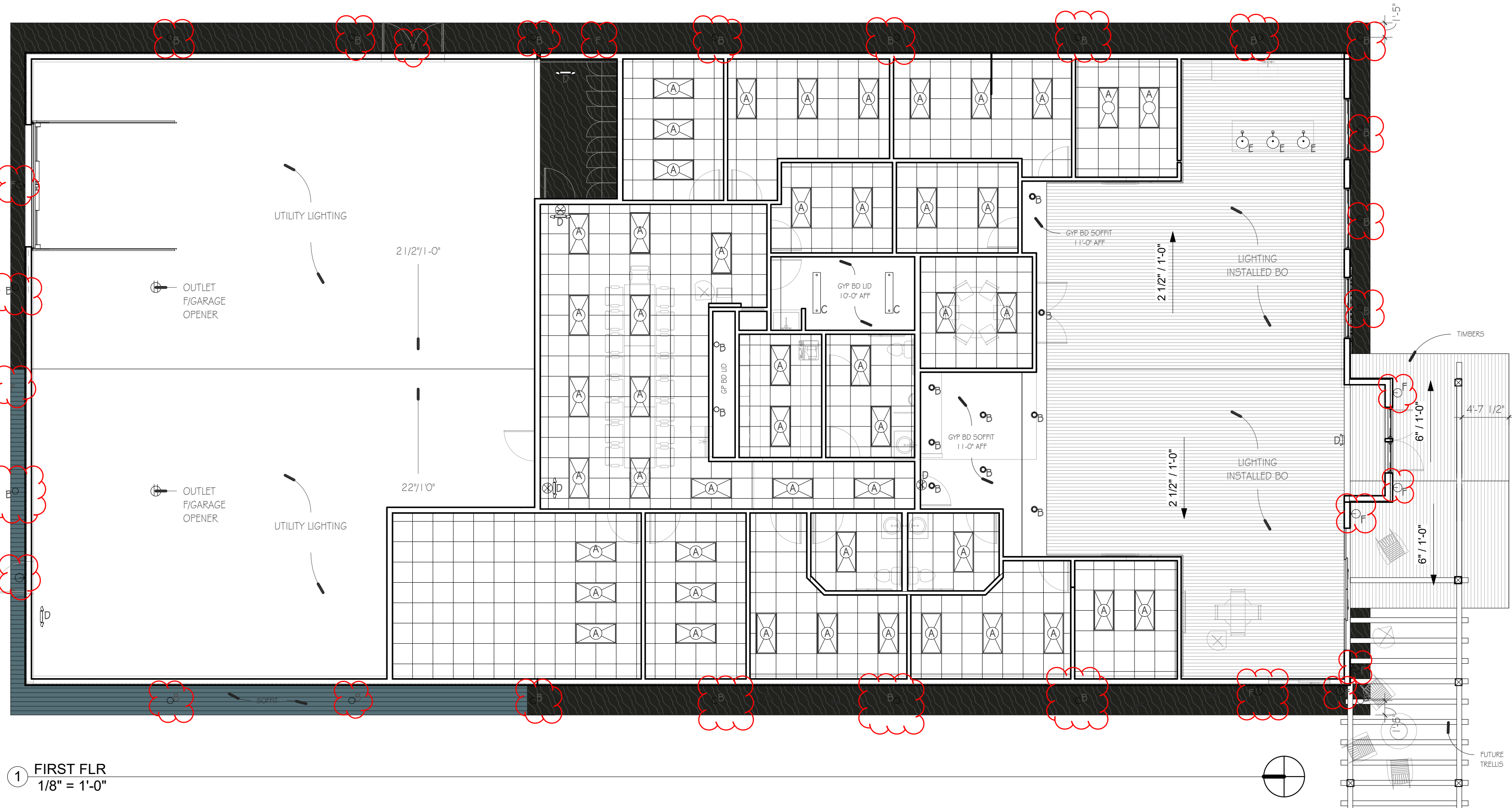
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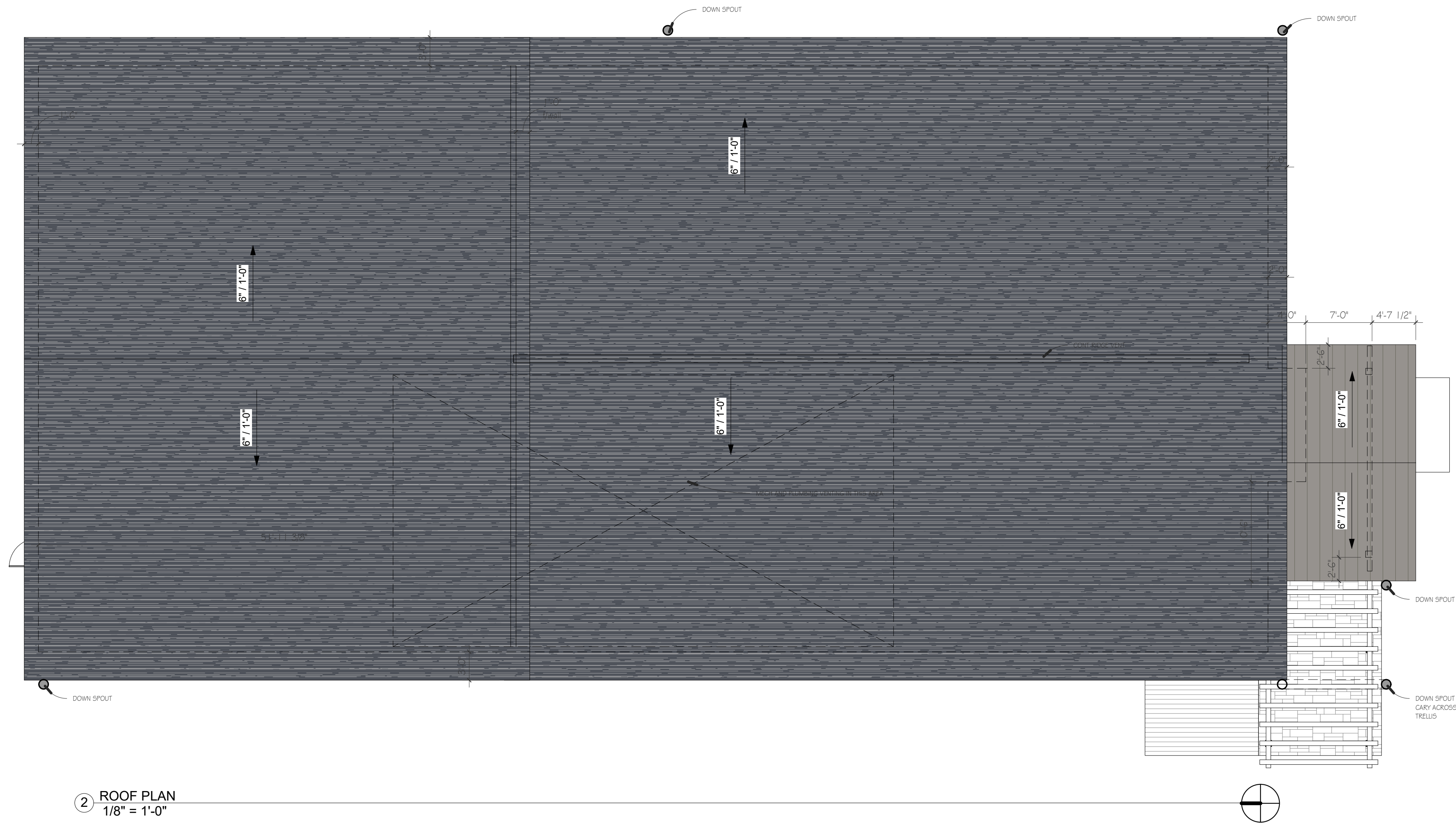
RCP SPECIFICATION NOTES

1. FOR ANY FINISH QUESTIONS CONTACT OWNER/CLIENT OR LANA LARSON AT PROGRESSIVE ARCHITECTURE.
2. CEILING HEIGHTS VARY AND ARE NOTED ON THE RCP.
3. CONTRACTOR TO MOUNT LIGHT FIXTURES AS NOTED ON SPECIFICATIONS.
4. FOR ANY INSTALLATION RECOMMENDATIONS/ QUESTIONS REACH OUT TO MANUFACTURER.
5. PAINT HEADERS PER ELEVATION CALLOUTS.
6. INSTALL UNDERCABINET LED STRIPS IN BREAK ROOM.
7. ALL STORAGE AREA LIGHTING TO BE SELECTED AND COORDINATED BY OWNER.
8. ALL VAULTED AREA IN "SHOWROOM" AREA TO BE SELECTED AND COORDINATED BY OWNER.

TAG	SYMBOL	STANDARD ACOUSTICAL CEILING TILE IN 24"x48" FORMAT WITH MATCHING SLIMLINE T-GRID SUSPENSION SYSTEM. RECOMMENDED MANF: ARMSTRONG OR USG			
A RECESSED 2x4					
B RECESSED 4x4					
C RECEPTION PENDANT					
D EXIT LIGHT					
E EXTERIOR WALL SCENERY					
F SUSPENDED CONFERENCE ROOM					
G UNDERCABINET LED STRIP					



1 FIRST FLR
1/8" = 1'-0"



2 ROOF PLAN
1/8" = 1'-0"

PROGRESSIVE
Architecture

4820 OTTER LAKE ROAD, WHITE BEAR LAKE, MN 55110
WWW.PROGRESSIVEARCH.COM 651.292.1061

REVISIONS:

No.	Description	Date
1	Revision 1	8.10.23

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME, OR UNDER MY DIRECT SUPERVISION, AND THAT I AM A DULY LICENSED ARCHITECT UNDER THE LAWS OF THE STATE OF MINNESOTA.

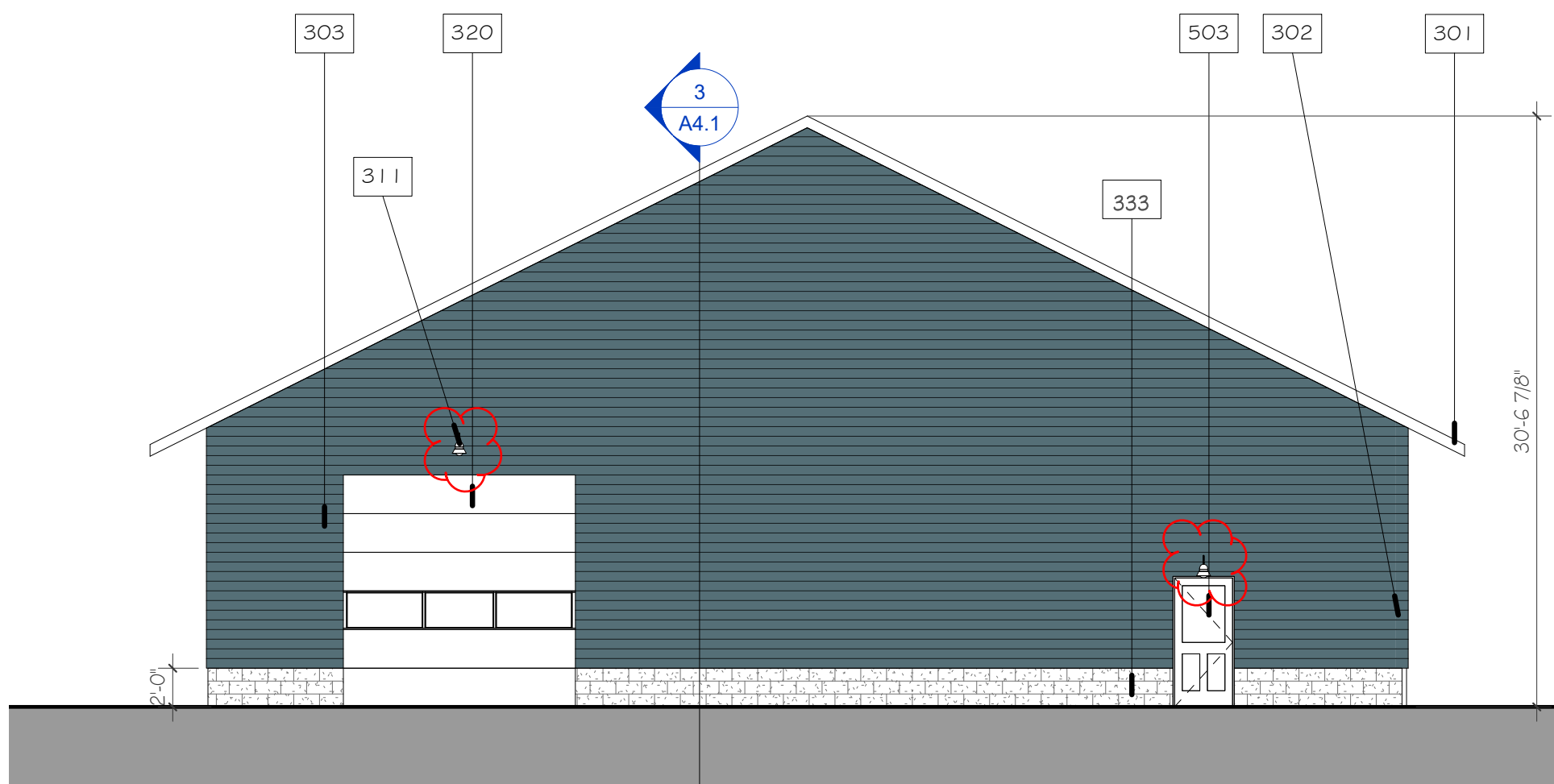
SCOTT C. MOWER DATE 5.23.2023 LICENSE # 19826
Project Number GCOB
Date 5.23.2023
Drawn By PA

GREGORY
CONTRACTING

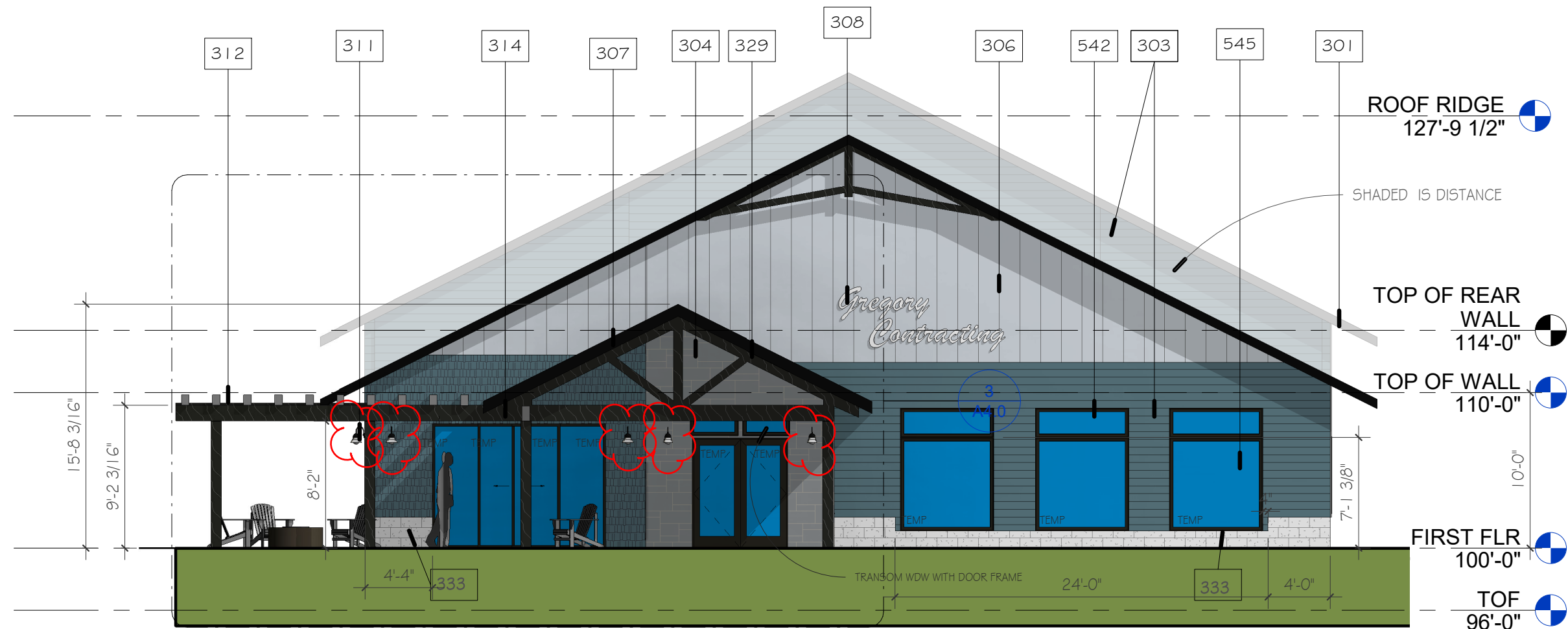
246XX
Hy 8
Wyoming MN

A2.3
RCP ROOF

REVIEW SET

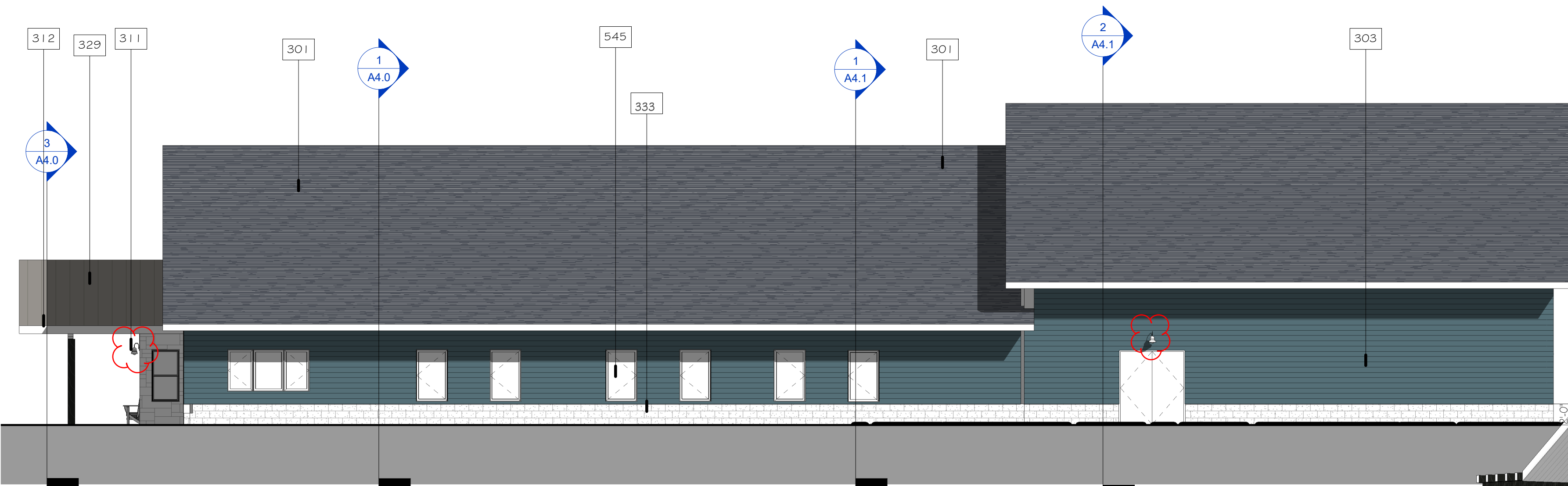


1 NORTH
1/8" = 1'-0"



2 SOUTH
1/8" = 1'-0"

ELEVATION KEYNOTES	
NUMBER	DESCRIPTION
301	EXTERIOR HIGH DEFINITION SHINGLES, BLACK
302	TRIM CORNER TO MATCH SIDING - MANF/COLOR TBD BY OWNER
303	LAP COMPOSITE SIDING - MANF/COLOR TBD BY OWNER
304	FAUX STONE VENEER - TBD BY OWNER
305	EXTERIOR WINDOWS, PROVIDED BY OWNER
306	VERTICAL (1E-BOARD & BATTEN) COMPOSITE SIDING - MANF/COLOR TBD BY OWNER
307	WOOD TIMBER, W/EXPOSED FAUX GUSSET PLATES
311	EXTERIOR LIGHTING
312	EXTERIOR LIGHTING
314	SPLIT CEDAR SHAKES, MANF/COLOR TBD BY OWNER
320	OVERHEAD GARAGE DOOR, COLOR TBD BY OWNER
329	STANDING SEAM METAL ROOF - COLOR TBD BY OWNER
503	DOOR W/ FRAME, SEE DOOR SCHEDULE
542	SMOOTH FINISH EXT. TRIM "BELLY BAND",COLOR TBD BY OWNER
545	EXTERIOR WINDOWS
333	FAUX STONE, OVER DIFFERENT SUBSTRATES, INSTALL PER MFRS. RECOMMENDATION

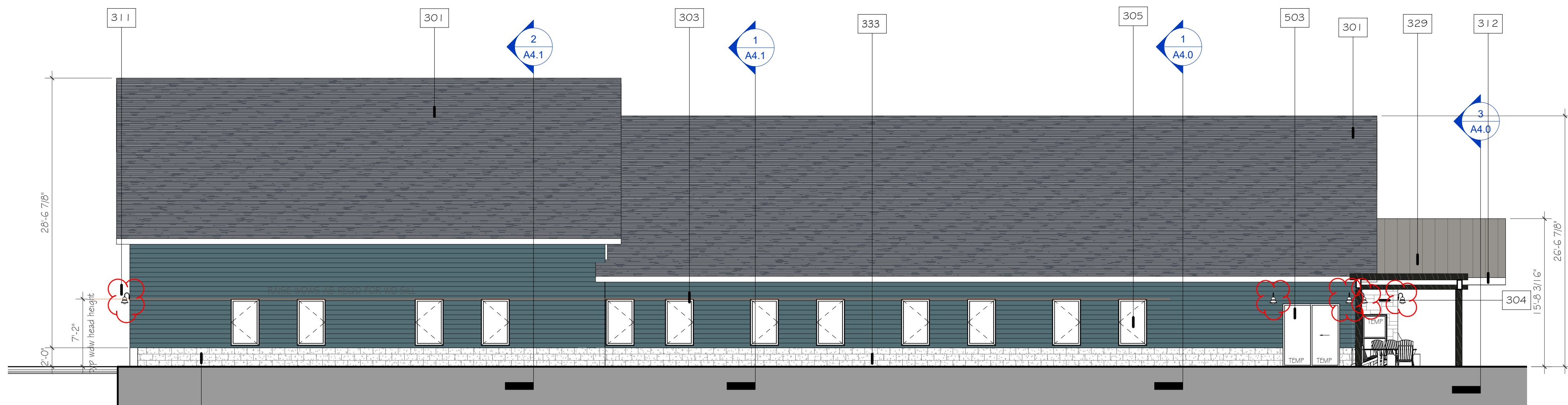


3 EAST
1/8" = 1'-0"



5 VIEW FROM FRONT ENTRANCE

SHOWN FOR VISUAL REFERENCE ONLY
DEPICTION IS NOT 100% ACCURATE.
FINAL LOCATION & SELECTION OF MATERIALS TO BE CHOSEN BY OWNER.



Rev WEST Code Compliance
8/22/2023
8/21/2023 1:32:29 PM

EXTERIOR WINDOW INFORMATION	
WINDOWS	
1" IG U FACTOR	.26
1" SHSC	.34
NOTE THAT THE VALUES GIVEN ARE FOR NORTH , EAST AND WEST SIDES. THE VALUES FOR THE SOUTH SIDE ARE SLIGHTLY BETTER	
DOORS - FRONT	
U FACTOR	.30
SHSC	.40
DOORS SIDE AND BACK	
U FACTOR	.17
SHSC	.25

EXTERIOR BLDG MATERIALS	
SOUTH ELEVATION	
GLAZING	293 SF
STONE	83 SF
LP LAP SIDING	249 SF
LP LAP SIDING - HIGH	212 SF
LP SHAKE	122 SF
LP B & B	387 SF
MISC TRELLIS ETC	31 SF
TOTAL SOUTH	1377 SF
EAST ELEVATION	
GLAZING	127 SF
STONE	24 SF
LP LAP SIDING	1171 SF
MTL DOOR	45 SF
BLOCK	45 SF
TOTAL EAST	1412 SF
NORTH ELEVATION	
LP LAP SIDING	1127 SF
DOORS	165 SF
BLOCK	94 SF
TOTAL NORTH	1377 SF
WEST ELEVATION	
GLAZING	223 SF
STONE	24 SF
LP LAP SIDING	1064 SF
CONCRETE BLOCK	100 SF
TOTAL	1411 SF

REVISIONS:		
No.	Description	Date
1	Revision 1	8.10.23

I HEREBY CERTIFY THAT THIS
PLAN, SPECIFICATION, OR
REPORT WAS PREPARED BY
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DULY LICENSED ARCHITECT
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REVIEW SET

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Architecture

4820 OTTER LAKE ROAD, WHITE BEAR LAKE, MN 55110
WWW.PROGRESSIVEARCH.COM 651.292.1061

Municipal Tree Replacement Requirements:

Per City of Wyoming Requirements: (1) Overstory Tree and (2) Understory Trees are required per 1/10th acre of plantable area

Plantable Acres On Site*: 0.7 Acres
Overstory Trees Required On Site: 7
Understory Trees Required On Site: 14
*Less Easements, Basin Bottoms, and Future Building/Paving Area

Overstory Trees to Remain as Credit: 0
Understory Trees to Remain as Credit: 0

Municipal Screening Requirements:

Screening Buffers are required between different land uses. Screening requirements shall be satisfied by one or more of the following:

1. Fence
2. Planting Screen (must meet one of the following requirements:)
 - 2.1. Evergreen shrubs (4' height) and deciduous trees (2" caliper minimum)
 - 2.2. Continuous row of evergreen trees (4' height minimum)
 - 2.3. Mixed panting of native trees and shrubs
3. Berm

PLANT SCHEDULE

EVERGREEN TREES	CODE	BOTANICAL NAME	COMMON NAME	SIZE	CONTAINER	QTY	REMARKS
-----------------	------	----------------	-------------	------	-----------	-----	---------

JE	Juniperus virginiana	Eastern Red Cedar	5' Ht.	B&B	4	
Pd	Picea glauca 'Densata'	Black Hills Spruce	6' Hgt.	B&B	3	

UNDERSTORY TREE	CODE	BOTANICAL NAME	COMMON NAME	SIZE	CONTAINER	QTY	REMARKS
-----------------	------	----------------	-------------	------	-----------	-----	---------

Mp	Malus x 'Prairifire'	Prairifire Crab Apple	1.5' Cal.	B&B	5	
Ms	Malus x 'Spring Snow'	Spring Snow Crab Apple	2' Cal.	B&B	3	
Ov2	Ostrya virginiana	Ironwood	1.5' Cal.	B&B	3	
Si	Syringa reticulata 'Ivory Silk'	Ivory Silk Japanese Tree Lilac	1.5' Cal.	B&B	3	

SHRUBS	CODE	BOTANICAL NAME	COMMON NAME	SIZE	CONTAINER	QTY	REMARKS
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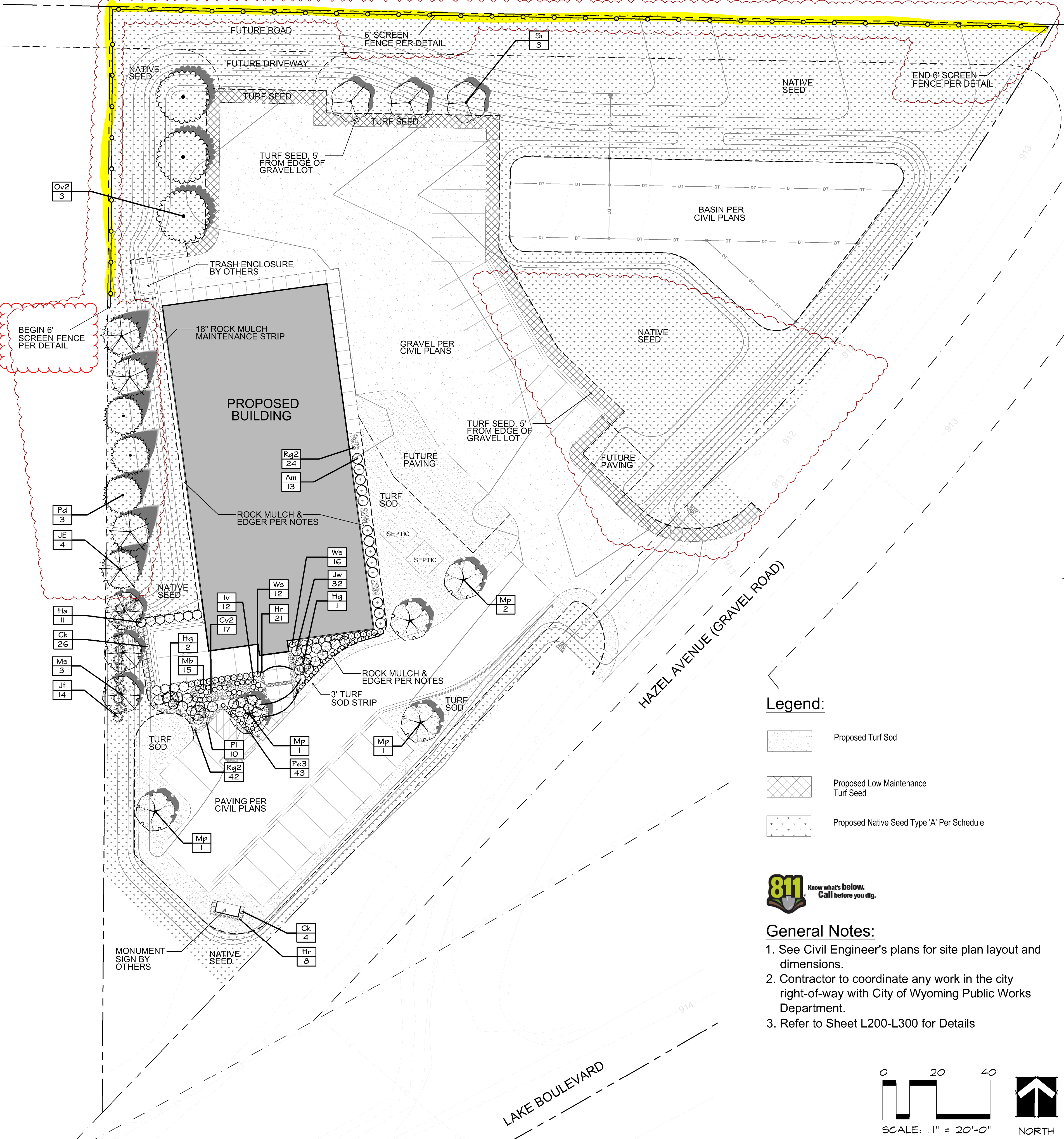
Am	Aronia melanocarpa 'Morton' TM	Iroquois Beauty Black Chokeberry	5 gal.	Pot	13	
Ha	Hydrangea arborescens 'Annabelle'	Annabelle Hydrangea	5 gal.	Pot	11	
Hg	Hydrangea paniculata 'Grandiflora' Tree Form	PeeGee Panicle Hydrangea Tree Form	15 gal.	Pot	3	Tree Form, 5' Tall at Installation
Jl	Juniperus chinensis 'Sea Green'	Sea Green Juniper	5 gal.	Pot	14	
Jw	Juniperus horizontalis 'Wiltonii'	Blue Rug Juniper	2 gal.	Pot	32	
Ws	Weigela florida 'Bokraspiwi' TM	Spilled Wine Weigela	2 gal.	Pot	28	

ANNUALS/PERENNIALS	CODE	BOTANICAL NAME	COMMON NAME	SIZE	CONTAINER	QTY	REMARKS
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Cv2	Carex vulpinoidea	Fox Sedge	1 gal.	Pot	17	
Hr	Hemerocallis x 'Ruby Stella'	Ruby Stella Daylily	1 gal.	Pot	29	
Iv	Iris versicolor	Blue Flag	1 gal.	Pot	12	
Mb	Monarda fistulosa	Bergamot	1 gal.	Pot	15	
Pl	Perovskia atriplicifolia 'Little Spire'	Little Spire Russian Sage	1 gal.	Pot	10	
Pe3	Phlox subulata 'Emerald Blue'	Emerald Blue Creeping Phlox	1 gal.	Pot	43	
Rg2	Rudbeckia fulgida 'Goldstrum'	Black Eyed Susan	1 gal.	Pot	66	

GRASSES	CODE	BOTANICAL NAME	COMMON NAME	SIZE	CONTAINER	QTY	REMARKS
---------	------	----------------	-------------	------	-----------	-----	---------

Ck	Calamagrostis x acutiflora 'Karl Foerster'	Feather Reed Grass	1 gal.	Pot	30	
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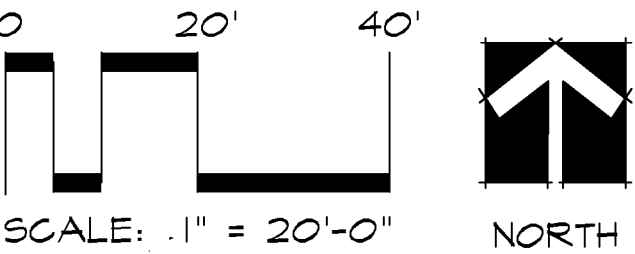
Legend:

- Proposed Turf Sod
- Proposed Low Maintenance Turf Seed
- Proposed Native Seed Type 'A' Per Schedule



General Notes:

1. See Civil Engineer's plans for site plan layout and dimensions.
2. Contractor to coordinate any work in the city right-of-way with City of Wyoming Public Works Department.
3. Refer to Sheet L200-L300 for Details



CALYX
DESIGN GROUP
Landscape Architecture | Planning
475 Cleveland Avenue N. | Suite 101A
St. Paul, MN 55104
telephone: 651.788.9018
internet: www.calyxdesigngroup.com

Client:
GREGORY
CONTRACTING

Project Title:
GREGORY
CONTRACTING
246XX Highway 8
Wyoming MN, 55025

I hereby certify that this plan, specifications or report was prepared by me or under my direct supervision and that I am a duly licensed Landscape Architect under the laws of the State of MINNESOTA.

Benjamin Hartberg, PLA
Date: 05.09.2023 Lic. No.: 48084

Rev.	Date	Description
1	08.17.23	Rev 1

Project #:	
Drawn By:	HL
Checked By:	BH
Issue Date:	05.09.2023
Sheet Title:	

LANDSCAPE PLAN
Sheet:
L100

Reviewed for Code Compliance
Building Official Fred Weck
08/22/2023



Date: February 16, 2024

Presented to: Mayor Iverson and City Council Members

Presented by: Public Safety Director Neil Bauer

Department: Public Safety

Reference: Annual Policy Manual and Policy Implementation

Method: New Business

Background Information:

The current Wyoming Police policy and procedure manual has been in need of a top to bottom rewrite. Currently, there are 75 policies/procedures in the manual with 30 of them being revised since 2022. Eight (8) of those revisions were technology policies that model policies are provided by the MN BCA. We worked with Eckberg Lammers to begin the process and we tackled select high liability/high risk policies that were in need of immediate writing (e.g. pursuit policy, use of force, foot pursuit, employee speech/expression/social networking). This was a significant time commitment and ultimately was more than we anticipated. This is not a reasonable long term solution. Eckberg Lammers and I made a mutual agreement for them to credit us \$2,500 towards LETAC training opportunities as we are not able to complete the manual as intended.

As the climate around law enforcement is always evolving, it has become more critical than ever to have an updated policy manual to reduce risk for the City and the officers. Maintaining awareness of caselaw, statute changes and DOJ mandates is a significant undertaking. We cannot continue to operate our agency with an outdated policy manual.

The alternative is Lexipol, LLC. Lexipol creates policies with the intent to decrease risk and preserve life. Lexipol is successful since they are a non-bias third party that brings forth best practices from around the country. This ensures that departments like ours are provided an outside perspective with an eye to checks and balances. They service over 10,000 agencies and municipalities across the country and are the front runner in policy management, with very little competition. Every sheriff's department in the state utilizes Lexipol, LLC for their policy management. Locally, Lakes Area PD, Chisago County SO, and Forest Lake PD use their service. Elsewhere in the state, 180 agencies are law enforcement clients, including Maple Grove, Duluth, Anoka, Roseville, Burnsville, Waite Park, and many others are using Lexipol, LLC, for policy management.



PUBLIC SAFETY

P.O. Box 188, 7665 Wyoming Trl., Wyoming, MN 55092
Phone: 651-462-0577 Fax: 651-462-0506

Lexipol, LLC, provides several services, including customized drafting and modification of their 160 Minnesota policies that are available. They will schedule weekly meetings with me to customize the policies as needed for Wyoming until the manual is completely re-written. This process generally takes between 6 and 12 months. They will provide daily training bulletins for the department as well.

There is an initial implementation fee of \$14,747.40 to establish a customized policy manual and an annual maintenance fee of \$6,788.70 for 10 officers (\$678.87 per officer). This maintenance provides updates to the manual as case law and statutes change in Minnesota. Included in the council packet is an example of the update that was send in December 2023.

This annual maintenance fee will be an ongoing cost that will need to be considered for future (2025+) budgets.

The total cost for this project is outlined below.

QTY	DESCRIPTION	UNIT PRICE	SOURCEWELL DISC	DISC AMT	EXTENDED
1	Annual Law Enforcement Policy Manual & Daily Training Bulletins (12 Months)	USD 7,146.00	5%	USD 357.30	USD 6,788.70
	Subscription Line Items Total			USD 357.30	USD 6,788.70
1	Law Enforcement Tier I Implementation	USD 3,985.00	10%	USD 398.50	USD 3,586.50
1	Law Enforcement Tier II Implementation	USD 3,626.00	10%	USD 362.60	USD 3,263.40
1	Law Enforcement Tier III Implementation	USD 2,802.00	10%	USD 280.20	USD 2,521.80
1	Law Enforcement Tier IV Implementation	USD 3,973.00	10%	USD 397.30	USD 3,575.70
1	Law Enforcement Tier V Implementation	USD 2,000.00	10%	USD 200.00	USD 1,800.00
	One-Time Line Items Total			USD 1,638.60	USD 14,747.40
				USD 1,995.90	USD 21,536.10
				Sourcewell Discount:	USD 1,995.90
				TOTAL:	USD 21,536.10

This pricing includes a \$1,995.90 discount for being a member of Sourcewell.

Recommendation:

To authorize contacting with Lexipol, LLC for the implementation of a comprehensive police policy and procedure manual and the annual policy manual maintenance/training bulletins in the amount of \$21,536.10, paid using the public safety aid funds.

Neil D. Bauer, Ed.D.
Police Chief/Public Safety Director



PUBLIC SAFETY

P.O. Box 188, 7665 Wyoming Trl., Wyoming, MN 55092
Phone: 651-462-0577 Fax: 651-462-0506



Minnesota Law Enforcement Manual Updates December 2023

Lexipol legal and public safety experts monitor changing legislation and industry trends and provide you with updated policy content as appropriate.

The information below details the updates now available to your policy manual. We highly recommend you review these updates and process them within Lexipol's Knowledge Management System (KMS).

Lexipol offers step-by-step instructions and an informational video for getting updated policy content into your manual. If you subscribe to Lexipol Management Services, your Project Manager will begin processing your updates and contact you soon for final approval.

Please note: Most policies are receiving updates to remove index terms because the index term function has been replaced by the KMS Manual Text Search feature. Accepting all the updates will accomplish this removal. If your agency has customized affected sections/subsections (indicated by a "Modified" label next to the section/subsection edit level label), you will need to delete the index terms manually during the update process, so that customized content is not changed.

There may be some sections/subsections that show an update flag but are not reflected in the Release Notes and do not appear to be changed or appear to be the deletion/addition of text entities. This is due to internal system corrections that do not affect policy content. You should accept these updates unless you have customized the section/subsection, in which case you may want to reject or edit the update to preserve your customization.

If you have questions about updating your manual, please contact Customer Service at 949.309.3894 or customersupport@lexipol.com.

New Daily Training Bulletins (DTBs) are released specifically to target new policies and changes to your manual and can help your staff become well-versed in your policies. If you are not yet subscribing to the DTBs, please contact Customer Service for information on how to get this invaluable tool.

Legal Disclaimer

Lexipol strives to provide the most current and legally sound policies possible. These policies and updates, however, do not constitute legal advice. As always, you are urged to carefully review all content and updates for applicability to your agency and check with your agency's legal advisor for appropriate legal review before changing or adopting any policy.

Policy

Priority

Chapter 3 – General Operations

Extreme Risk Protection Orders

New Policy

Critical

Chapter 8 – Support Services

Property Bureau

Critical

Chapter 10 – Personnel

Line-of-Duty Deaths

Major

Wellness Program

Major

Total: 4

Chapter 3 – General Operations

Extreme Risk Protection Orders

New Policy

This new policy has been developed because legislative action impacts its content. 2023 MN SF 2909, effective Jan. 1, 2024, created a new extreme risk protection order (ERPO) law that enables individuals, including law enforcement, to petition for an ERPO against someone they believe is a danger to themselves or others with a firearm. It allows a court to issue an ERPO to prohibit someone from possessing or purchasing a firearm while the order is in effect. Highlights include:

- **EXTREME RISK PROTECTION ORDER COORDINATOR** assigns responsibilities for that position, including development of procedures for filing, receipt, and service of extreme risk protection orders.
- **STANDARDS** outlines when extreme risk protection orders may be appropriate.
- **SURRENDER OF PROHIBITED ITEMS** addresses taking custody of such items.
- **SEARCH WARRANTS** addresses consideration, preparation, and service of a search warrant before or after service of an extreme risk protection order.
- **EXTENSION OF EXTREME RISK PROTECTION ORDER** assigns responsibility to determine whether a request should be made for renewal or extension of the order.

Chapter 8 – Support Services

Property Bureau

This policy has been updated because legislative action impacts its content. 2023 MN SF 2909, effective Jan. 1, 2024, created a new extreme risk protection order (ERPO) law that enables individuals, including law enforcement, to petition for an ERPO against someone they believe is a danger to themselves or others with a firearm. It allows a court to issue an ERPO to prohibit someone from possessing or purchasing a firearm while the order is in effect. Changes to this policy include:

- In **COURT-ORDERED FIREARM SURRENDERS**, content has been updated to address certain procedures regarding ERPOs, a text entity and grammar have been corrected, and a serial comma has been added.

Chapter 10 – Personnel

Line-of-Duty Deaths

This policy has been updated because legislative action impacts its content. The update should be accepted and implemented as soon as possible. 2022 US HR 6943, also known as the Public Safety Officer Support Act, amended law by extending death benefits under the Public Safety Officers' Benefits Program (PSOB) to certain public safety officers and the survivors of public safety officers who suffer

from post-traumatic stress disorder or acute stress disorder following a stressful situation while on-duty. Changes to this policy include:

- In **BENEFITS LIAISON**, content has been updated to include an additional responsibility of researching and assisting survivors with application for assistance when eligible for benefits through the PSOB, a citation has been added, and a text entity has been corrected.

Unrelated to the legislative update and as part of ongoing quality maintenance of manual content, this policy has been revised. Lexipol has partnered with Concerns of Police Survivors (C.O.P.S.) to revise this policy. Changes include:

- **PURPOSE AND SCOPE** has been updated for clarity and to include non-line-of-duty member deaths.
- **DEFINITIONS** has been updated to reflect federal law and the Edit Level has been changed from "Best Practice" to "Federal."
- In **NOTIFYING SURVIVORS**, capitalization and grammar have been corrected.
- In **NOTIFYING AGENCY MEMBERS**, grammar has been corrected. The section name is based on a text entity and may vary depending on how you answered the General Information Questionnaire.
- In **LIAISONS AND COORDINATORS**, additional guidance on filling positions has been included.
- **AGENCY LIAISON** has been updated for clarity, and a term has been corrected. The subsection name is based on a text entity and may vary depending on how you answered the General Information Questionnaire.
- In **HOSPITAL LIAISON**, content has been updated for clarity, inadvisable absolutes have been removed, and the additional responsibility of establishing a command post has been added.
- In **SURVIVOR SUPPORT LIAISON**, content has been updated for clarity, inadvisable absolutes have been removed, and an example has been added.
- In **WELLNESS SUPPORT LIAISON**, inadvisable absolutes have been removed.
- In **FUNERAL LIAISON**, punctuation has been corrected, and content has been added to address logistical matters.
- **MUTUAL AID COORDINATOR** has been updated to include advance resource planning.
- In **PUBLIC INFORMATION OFFICER**, content has been updated to remove inadvisable absolutes, and punctuation has been corrected. The section name is based on a text entity and may vary depending on how you answered the General Information Questionnaire.
- In **AGENCY CHAPLAIN**, punctuation has been corrected. The section name is based on a text entity and may vary depending on how you answered the General Information Questionnaire.
- In **INVESTIGATION OF THE INCIDENT**, content has been updated for clarity and inadvisable absolutes have been removed.
- Serial commas have been added and gendered pronouns have been removed in all of the updated sections/subsections.
- The Guide Sheet has been updated.

Wellness Program

This policy has been updated because legislative action impacts its content. The update should be accepted and implemented as soon as possible. 2022 US HR 6943, also known as the Public Safety

Officer Support Act, amended law by extending disability benefits under the Public Safety Officers' Benefits Program (PSOB) to certain public safety officers who suffer from post-traumatic stress disorder or acute stress disorder following a stressful situation while on-duty. Changes to this policy include:

- In **WELLNESS COORDINATOR**, content has been updated to include an additional responsibility of assisting members who may be eligible for benefits through the PSOB, and the Edit Level has been changed from "Best Practice" to "Federal."

RESOLUTION NO. 24-02-19

A RESOLUTION APPROVING AN AGREEMENT WITH LEXIPOL, LLC FOR THE IMPLEMENTATION OF A COMPREHENSIVE POLICE POLICY AND PROCEDURE MANUAL AND ANNUAL POLICY MANUAL/MAINTENANCE/TRAINING BULLETINS IN THE AMOUNT OF \$21,536.10

WHEREAS, the Wyoming police policy manual as the compass guiding officers through the intricate terrain of officers duties and responsibilities

WHEREAS, Regular maintenance of the manual is equally crucial. It allows for the incorporation of evolving legal standards, and technological advancements, ensuring that the policies remain relevant and effective in addressing contemporary challenges

WHEREAS, the implementation and maintenance of a comprehensive police policy manual are paramount to fostering public trust, enhancing officer accountability, and safeguarding the integrity of law enforcement operations.

WHEREAS, Lexipol, LLC. Services over 10,000 agencies and municipalities across the country and are the front runner in policy management. They service every sheriff's department in the state and many of our local neighboring departments utilize their services

WHEREAS, the funds for this project will be taken from the Public Safety Aid

THEREFORE BE IT RESOLVED, the City of Wyoming authorizes an agreement with Lexipol, LLC for the implementation of a comprehensive police policy and procedure manual and annual policy manual/maintenance/training bulletins in the amount of \$21,536.10

**ADOPTED BY THE CITY COUNCIL OF THE CITY OF WYOMING THIS 20TH
DAY OF FEBRUARY, 2024.**

CITY OF WYOMING

By: _____
Lisa Iverson, Mayor

ATTEST:

Robb Linwood, City Administrator/Clerk



Request for Council Action

Date: February 14, 2024

Presented to: Mayor Iverson and City Council Members

Presented by: Robb Linwood, City Administrator

Department: Public Works

Reference: GridBee Mixer at South Water Tower

Method: New Business

Background Information:

Staff has identified a need for a mixer at the South Water Tower. Turnover in water tanks play an important role in preserving water quality. During certain times of the year, stratification and lower periods of consumption can create water quality concerns for users. Discoloration, taste and odor complaints can be reduced by ensuring movement within the tank. The blending of the water prevents stratification which allows for a portion of the water in the tank to be held for longer than desired. The tank mixing also helps ensure that optimal conditions for adequate disinfection are met. Moving water in the tank also limits the ability for ice build up within an elevated tank. Ice in the tank puts unnecessary stress on the structure during the winter months. It also prevents buildup from falling into the tank in the spring which can potentially stir up sediment in the bottom of the tank.

- KLM will furnish and install the GridBee GS-9 Mixer for a total amount of \$22,161.00
- Total Control will connect Mixer to Scada System \$1,395.00
- Total Cost \$23,556.00

The Public Works Department is requesting council authorization for the purchase, install and SCADA hook up of a GridBee GS-9 electric mixer at the South Water Tower in 2024. Timing will be dependent on conditions at the time. Installation will be weather dependent and the tank will need to be ice free at the time of installation.

Recommendation: To approve **Resolution 24-02-20** a resolution to approve the purchase of one GridBee GS-9 Mixer to be installed at the South Water Tower for the Wyoming Department of Public Works in the amount of \$23,556.00

February 7, 2024

Sent via Email Only

Mr. Joe Keding
Superintendent
City of Wyoming
26885 Forest Blvd.
Wyoming, MN 55092

**RE: 300,000-Gallon Elevated Water Tower "South Tower"
Wyoming, MN**

Dear Mr. Keding:

Thank you for the opportunity to submit this proposal to supply and install a new GridBee GS-9, 120v electric mixer and GridBee SCADA control box.

SCOPE OF WORK

- ◆ Supply & install (1) GridBee GS-9, 120v electric submersible mixer.
- ◆ Supply (1) GridBee SCADA control box.
- ◆ KLM will have a licensed electrician complete the electrical installation, as required by code.
- ◆ KLM Engineering, Inc. will submit the documentation, on behalf of the Owner, as required by the Minnesota Department of Health, on the mixer installation.

With over 1,500 installations nation-wide, an Ixom GS Series mixer is a perfect fit for your tank. The GS Series mixer's proven durability and performance surpasses that of other mixing systems, as seen by its CFD modeling and customer recommendations. In addition, each mixer comes with a five (5) year manufacturer's warranty and NSF certification.

KLM Engineering, Inc. will submit the documentation, on behalf of the City of Wyoming, as required by the Minnesota Department of Health on the mixer installation. At the close of the project, KLM will submit the registration documentation to Ixom. A copy of the registration and mixer installation approval will be sent to the City for their records.

FEES

The fee for the above-referenced scope of work is..... \$22,161.00

NOTE: Sales tax applies to equipment if an exemption certificate is not provided. Fees are subject to change if proposed work exceeds 12 months for the date of this proposal.

OWNER'S RESPONSIBILITIES

The Owner's personnel shall be responsible for:

- ◆ Providing access to the tower for the mixer installation.
- ◆ Connecting the SCADA control box to the City's Telemetry System.
- ◆ Providing a sales tax exemption form; or paying sales tax on the mixer and SCADA control box.

The City needs to exchange a minimum of twenty (20%) percent of the water in the tower for the mixer to be effective. If the tower exchange rate is less than twenty (20%) percent, additional mixers may be required.

A licensed electrician is required to complete the electrical installation.

TERMS AND CONDITIONS

KLM has attached our standard Terms and Conditions. The Terms and Conditions are part of this Agreement between the City of Wyoming and KLM Engineering, Inc. unless otherwise agreed to in writing by both parties.

Fees are subject to change if proposed work exceeds twelve (12) months from the date of this proposal.

ADDITIONAL INFORMATION

Additional information can be found at KLM's website at: www.klmengineering.com

AGREEMENT

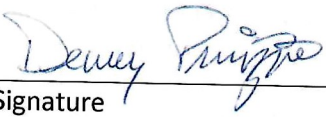
This proposal is valid for sixty (60) days from the date of this proposal. If the City of Wyoming finds this proposal acceptable, please sign and return it by mail, fax or email. By signing and returning this page only, you agree to the terms of the entire proposal document submitted.

This Agreement, between the City of Wyoming, MN and KLM Engineering, Inc. is accepted by:

City of Wyoming
26885 Forest Blvd.
Wyoming, MN 55092

KLM ENGINEERING, INC.
1976 Wooddale Drive, Suite 4
Woodbury, MN 55125

Signature



Signature

Name

Dewey Prinzing

Name

Title

Vice President of Business Development

Title

Date

February 7, 2024

Date

We look forward to working with you.

Sincerely,

KLM ENGINEERING, INC.
Dewey Prinzing
Vice President of Business Development
1976 Wooddale Drive, Suite 4
Woodbury, MN 55125
Cell: 651-434-4321
Email: dprinzing@klmengineering.com

Attachments: KLM Terms and Conditions
GridBee GS Series Submersible Mixer Brochure
GridBee SCADA Panel Technical Data Sheet

Rev 2023.09.07

**KLM ENGINEERING, INC. (KLM)
TERMS AND CONDITIONS**

1. **AGREEMENT.** The agreement between the parties when entered by the parties shall include the applicable referenced agreement documents (i.e., KLM proposal/Agreement) and shall include these KLM Terms and Conditions (the “Agreement”). The Agreement may not be modified except by mutual agreement in writing.
2. **ADDITIONAL SERVICES.** Additional work or services shall not be performed without a KLM executed change order or purchase order outlining the scope of additional work or services.
3. **KLM CLIENT RESPONSIBILITIES.** The KLM Client shall fully disclose to KLM its knowledge of the condition of the project structure(s), its past and present contents and shall provide KLM with full information regarding the requirements for the project; shall designate an individual to act on the KLM Client’s behalf regarding the project; and provide safe access to and at the project site. When reasonably requested by KLM, the KLM Client shall furnish the services of other consultants including, but not limited to engineers and insurance representatives. The KLM Client shall test for pollution and hazardous materials when required by law or as requested by KLM. The KLM Client shall provide KLM with all necessary permits and other authorizations.
4. **SAFETY.** KLM shall be responsible for the safety of KLM personnel at the project site. The KLM Client or other persons shall be responsible for the safety of all other persons at the project site. The KLM Client shall inform KLM of any known or suspected hazardous materials or unsafe conditions at the project site. If, during the course of the KLM services, such materials, or conditions are discovered at the project site, KLM reserves the right to take measures to protect KLM personnel and equipment or to immediately terminate KLM services. The KLM Client agrees to be responsible for, and agrees to pay, any such additional protection costs. Upon such discovery by KLM, KLM agrees to use commercially reasonable efforts to notify the KLM Client in writing, of hazardous materials or unsafe conditions regarding the project site.
5. **HAZARDOUS MATERIALS.** Unless otherwise agreed to in the scope of work with the KLM Client, KLM has no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials at the project site. To the full extent permitted by the law, the KLM Client shall defend, indemnify, and hold harmless KLM, its employees and representatives from all claims, including costs and attorney fees, arising out of the presence of hazardous materials or exposure to the same on the job site.
6. **SITE ACCESS AND RESTORATION.** The KLM Client will provide KLM and its representatives with safe and legal project site access. It is understood by the KLM Client that in the normal course of KLM providing its services and work, some nominal damage to the project site may occur. KLM agrees to take reasonable commercial precautions to minimize such damage, if any. Restoration of the project site, if any, is the responsibility of the KLM Client, unless otherwise agreed to in writing in the scope of work.
7. **KLM LIMITED WARRANTY AND DISCLAIMER.** KLM will perform services consistent with the standard of care and skill normally performed by other like firms in the industry and profession at the time of this service and in the geographic area of the project. **EXCEPT AS EXPRESSLY STATED IN THIS SECTION, THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, PERTAINING TO THE PRODUCTS AND SERVICES SOLD UNDER THIS AGREEMENT. KLM DISCLAIMS ANY IMPLIED**

WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL KLM BE LIABLE TO THE KLM CLIENT, ITS AGENTS, REPRESENTATIVES, EMPLOYEES, CUSTOMERS OR ANY OTHER THIRD PARTY, FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOSS OF USE, LOSS OF REVENUE OR LOSS OF PROFIT, IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT OR THE EXISTENCE, FURNISHING OR FUNCTIONING OF ANY ITEM OR SERVICES PROVIDED FOR IN THIS AGREEMENT OR FROM ANY OTHER CAUSE, INCLUDING WITHOUT LIMITATION CLAIMS BY THIRD PARTIES, EVEN IF KLM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8. **SCHEDULING.** Prior to KLM scheduling its services related to the project, the KLM Client shall furnish KLM with a written Agreement, purchase order or other written request for KLM services and shall give as much notice as reasonably possible in advance of the time when the KLM services are desired to commence. The KLM service schedule shall be mutually agreed upon by the parties in writing. If a KLM inspection is canceled or delayed after KLM personnel and/or equipment are in transit to the project site, then the KLM Client shall be billed, and the KLM Client agrees to pay for KLM time and expenses according to the then current KLM Fee Schedule for KLM time spent and KLM costs incurred. If KLM is unable to redirect KLM representatives to other third-party project sites on the canceled or delayed scheduled service day, at a minimum, the KLM Client will be billed and the KLM Client agrees to pay KLM for one (1) full day of KLM labor.
9. **INSURANCE.** KLM will maintain worker's compensation insurance and comprehensive general liability insurance. KLM will provide KLM Client with a certificate of insurance upon KLM Client's request.
10. **PAYMENT.** KLM will submit periodic invoices for KLM services provided and work performed. Invoices are due upon receipt. The KLM Client agrees to inform KLM of invoice questions or disputes within 10 business days of the invoice date. The KLM Client agrees to pay all undisputed KLM invoiced amounts within 45 days of the invoice date. The KLM Client agrees to pay interest on all overdue amounts at a rate of 1.5% per annum or the rate allowed by law, whichever is less, plus costs of collection, court costs, and reasonable attorney fees on all such amounts. If any undisputed invoice remains unpaid for 60 days, then KLM may, at its sole discretion, suspend or terminate services to the KLM Client without liability.
11. **INDEMNIFICATION.** KLM shall indemnify and hold harmless the KLM Client and its shareholders, directors, officers, members, governors and employees from liability, claims, losses, and damages arising out of or relating to the applicable Project, provided that such claims, costs, losses, or damages are attributable to bodily injury, sickness, disease, or death, or injury to, or destruction of tangible property, including the loss of use resulting therefrom to the extent caused by KLM's negligent acts or omissions.

The KLM Client shall indemnify and hold harmless KLM and its shareholders, directors, officers, members, governors and employees from liability, claims, losses, and damages arising out of or relating to the applicable Project, provided that such claims, costs, losses, or damages are attributable to bodily injury, sickness, disease, or death, or injury to, or destruction of tangible property, including the loss of use resulting therefrom to the extent caused by the KLM Client's negligent acts or omissions. Further, the KLM Client shall indemnify and hold harmless KLM from all claims or losses arising out of the unauthorized use of KLM's Documents.

12. **LIMITATION OF LIABILITY.** IN NO EVENT SHALL KLM OR THE KLM CLIENT BE LIABLE, ONE TO THE OTHER, FOR INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE FURNISHING, PERFORMANCE OR USE OF ANY PRODUCTS OR SERVICES PROVIDED PURSUANT TO THIS AGREEMENT.
13. **DELAYS.** If KLM service or work delays are caused by the KLM Client, by third parties, strikes, natural causes, weather, or other circumstances beyond KLM's control, a reasonable time extension for performance of KLM services and work shall be granted, and KLM shall be entitled to and the KLM Client agrees to pay KLM an equitable fee adjustment.
14. **TERMINATION.** After seven (7) days written notice, either party may elect to terminate this Agreement. Notwithstanding the foregoing, the KLM Client agrees to pay for all KLM services provided and work performed through the date of termination. Notwithstanding the foregoing, the following sections shall survive the termination of this Agreement: Sections 5, 7, 10, 11, 12, 15, 16, 21 and 24.
15. **SEVERABILITY.** Any provisions of this Agreement later held to violate a law or regulation shall be deemed void, and all remaining provisions of the Agreement shall continue in full force and effect.
16. **KLM'S DOCUMENTS.** All reports, specifications, drawings and other documents furnished by KLM are part of KLM's services and work for the KLM Client and the same are for use only for the project (KLM Documents). KLM retains all ownership of said documents regardless of whether the project is completed. The KLM Client may retain copies of the KLM Documents for reference purposes. KLM does not represent or warrant that the KLM Documents are suitable for reuse on any extension of the project or on other projects. The KLM Client shall not use the KLM Documents without KLM's written consent.
17. **ASSIGNMENT.** KLM may not assign this Agreement to any other person unless written consent is obtained from the KLM Client.
18. **AMENDMENTS.** Any modification or amendment of to this Agreement shall require a written agreement signed by both Parties.
19. **NONDISCRIMINATION.** In the hiring of employees to perform work under this Agreement, KLM shall not discriminate against any person by reason of any characteristic or classification protected by state or federal law.
20. **GOVERNING LAW.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Minnesota without regard to or application of conflicts of law rules or principles. All proceedings related to this Agreement shall be venued in **Washington County, Minnesota.**
21. **AUDIT.** Pursuant to **Minnesota Statutes, § 16C.05, Subdivision 5**, KLM agrees that the KLM Client, the State Auditor, or any of their duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary (but under all circumstances not more often than once per calendar year), shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, or records which are pertinent to the accounting practices and procedures of KLM, and involve transactions relating to this Agreement.
22. **JOB SITE IMAGES, PHOTOGRAPHY AND VIDEO.** During the term of this Agreement and

thereafter, KLM has the KLM Client's permission to take photographs or video of the project site for training, documentation, education or KLM promotional purposes. A signed Agreement that includes these KLM Terms and Conditions constitutes the KLM Client's written permission to KLM regarding the use of the items and information set forth in this section.

23. **WAIVER.** The waiver by either party of any breach or failure to comply with any provision of this Agreement by the other Party shall not be construed as or constitute a continuing waiver of such provision or a waiver of any other breach of or failure to comply with any other provision of this Agreement.
24. **HEADINGS.** Section headings used in this Agreement are for convenience only, have no legal significance, and in no way change the construction or meaning of the terms hereof.
25. **ENTIRE AGREEMENT.** This Agreement supersedes any prior or contemporaneous representations or agreements, whether written or oral, between the Parties and contains the entire agreement.

End of the KLM Terms and Conditions.

Rev 2022.11.23

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Brochure



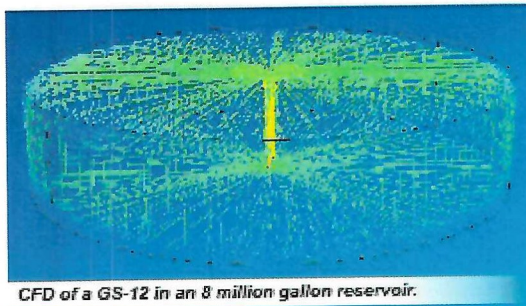
IGridBee® GS Series Submersible Mixers

Effective. Efficient. Affordable.

Reliable 24-hour active mixing with the lowest life-cycle cost. The benefits are immediate!

Benefits

- Prevents stagnation, thermal stratification & short-circuiting.
- Provides uniform water age & equal distribution of disinfectant.
- Minimize chemical disinfectant usage & disinfection by-products.
- Increases contact time (baffle factor) in clearwells.
- Reduces nitrification in chloraminated systems.
- Eliminate energy intensive & costly deep-cycling and/or flushing of tanks.
- Reduces ice buildup & tank damage in cold climates.



Performance Guaranteed.

Features

- Engineered for easy deployment.
- No tank entry required.
- Utilizes efficient sheet mixing technology.
- 316SS Construction.
- Certified to NSF/ANSI 61 and NSF/ANSI 372.
- 120VAC 1Ph Standard.
- 240VAC 1PH or 480VAC 3PH available.
(for GS-9 and GS-12 models only)
- 5-Year Warranty.
- Liquid disinfectant boosting port.

**Effective mixing for
any tank size, any
tank build.**



NSF / ANSI Standard 61 Certified By

	NSF	UL	CSA
GS Mixer	X		
GS Motor		X	X

NSF / ANSI Standard 372 Certified By

	NSF	UL	CSA
GS Mixer	X		
GS Motor		X	X

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KLM Engineering, Inc. | 1976 Wooddale Drive, Suite 4 | Woodbury, MN 55125 | 651-773-5111 | info@klmenengineering.com | klmenengineering.com



Brochure



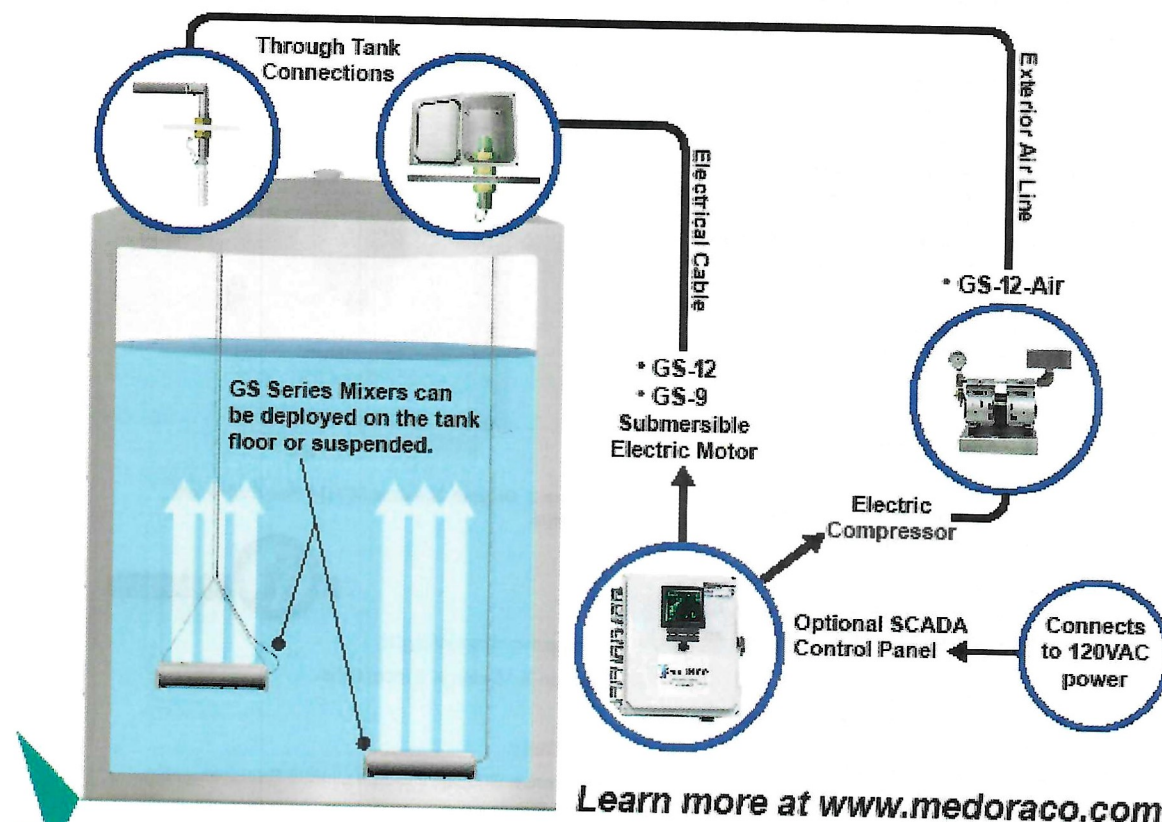
GridBee® GS Series Submersible Mixers

GridBee® GS Series Submersible Tank Mixers are easily deployed through a hatch, vent, or other tank opening twelve (12) inches or larger in diameter. The "GS" thoroughly mixes the entire tank volume from tank floor to water surface resulting in consistent disinfectant residuals, even temperature profiles and uniform water age.

Assembled Machine Dimensions

	Length	Diameter	Weight
GS-9	24 in. (61 cm)	10 in. (25 cm)	65 lbs. (29 kg)
GS-12	36 in. (91 cm)	10 in. (25 cm)	75 lbs. (34 kg)
GS-12-Air	36 in. (91 cm)	10 in. (25 cm)	50 lbs. (23 kg)

Everything you need for a fast & efficient deployment is included!



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KLM Engineering, Inc. | 1976 Wooddale Drive, Suite 4 | Woodbury, MN 55125 | 651-773-5111 | info@klmengineering.com | klmengineering.com

1856_2320061.2

Technical Data Sheet



GridBee SCADA Panel

Part Number: 101846

Description

The GridBee Standard SCADA accessory package offers the ability to monitor a GridBee for proper operation via monitoring motor current through two programmable open collector outputs. Remotely control on or off via a 24VDC relay by a local PLC. The unit is contained within a NEMA 4 enclosure to be mounted near the 120 VAC power source. Additional features include a circuit breaker, Hand Off Auto (HOA) 3-position switch and LCD display. UL508 certified.

Specifications:

Power Source Required

120vAC, 20 Amp Outdoor Rated Receptacle

Enclosure

10" X 6" X 4", molded Integra NEMA 4
Mounting Feet Hole Pattern: 5.75" W X 11.25" H
Back Insert Hole Pattern: 5.75" W X 7.75" H

Open Collector Sinking Outputs

There are two open collector outputs which can be configured to act as alarm or a 4-20 mA signal. The open collectors can sink a maximum of 34 VDC and 600 mA. The default settings include a normally closed out of range output, along with a 4-20 mA output.

4-20 mA

Active 4-20mA, Output Load 250 Ohms
Linear Scaling: Mixer Current = (mA Value - 4) / 0.8
4 mA = 0 Amps Mixer Current
20 mA = 20 Amps Mixer Current
Signal Current:

Normal = 9.6 mA - 14.8 mA

Operating Status:

Normal (GREEN): 7.0 A - 13.5 A
Fault (RED): Outside of Normal Range

*Range is programmable via display meter.

On/Off Control Relay

A relay is available with a 24 VDC coil to offer remote on or off control while the HOA switch is positioned in Auto for conditions requiring the unit to be shut off such as low water level.

Coil Power: 24 VDC nominal (19.2V to 28.4V DC)
Type: Normally open. Can be field adjusted to normally closed if required.
Auto Operating Temperature: -40°C to 55°C
Hand Operating Temperature: -40°C to 75°C

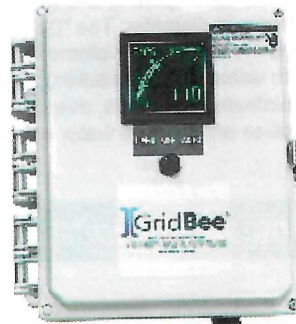


Figure 1: GridBee Standard SCADA Box, Green for in range

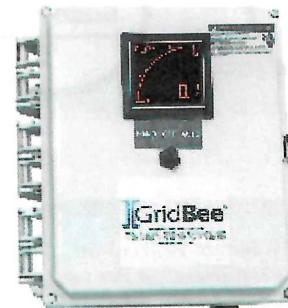


Figure 2: GridBee Standard SCADA Box, Red for out of range



Shipping Size/Weight

18 inch X 16 inch X 8 inch, 8 lbs

Warranty

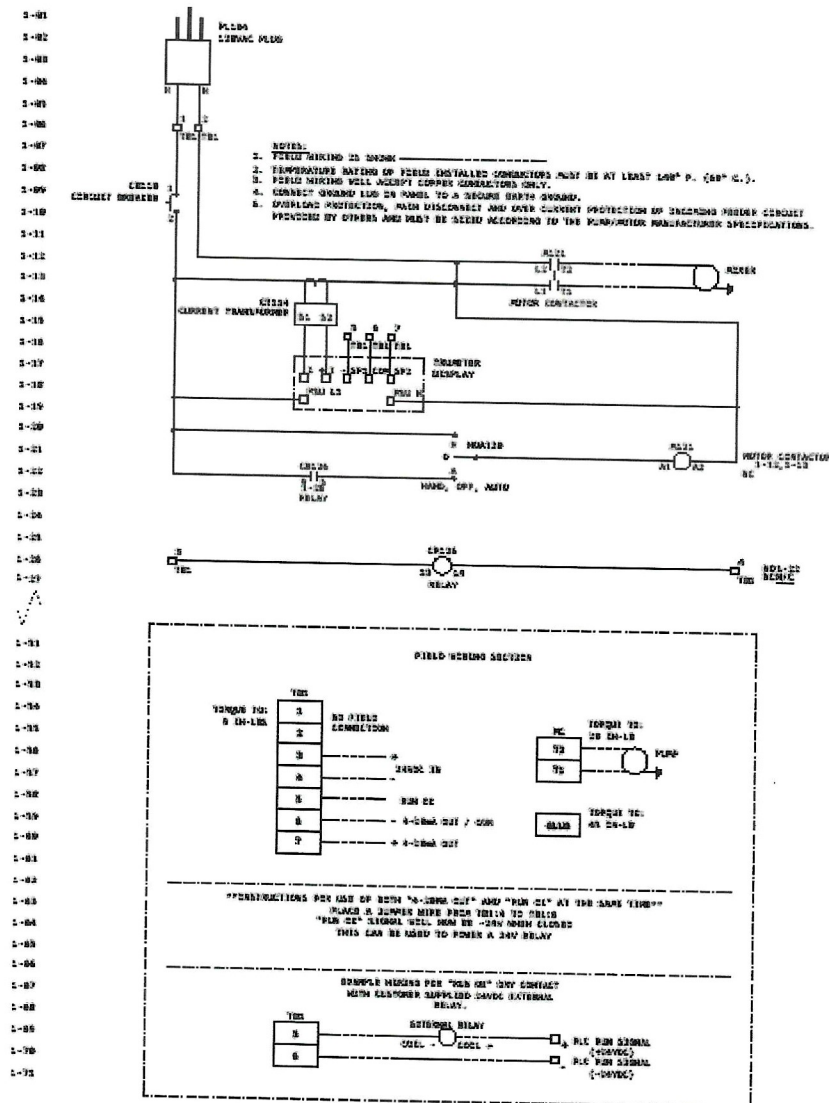
Reference GridBee Product Limited Replacement Warranty.



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2132_10446_20220119

GridBee SCADA Panel

Electric Schematic



MEDORA 101846		FIG DESCRIPTION LIT, RH, SCH, MEDORA GS SERIES 120V 101846	
DRAWN BY JJ	DATE 9/21/19	PROJECT NUMBER 1064197	SHEET NUMBER 1 OF 1
APPROVED BY JJ	DATE 9/21/19		

2122_10440_2E220119



Total Control Systems, Inc
38841 Nyman Drive NE
PO Box 40
Stanchfield, MN 55080-0040
Phone 320-396-4442 / Fax 320-396-4443

February 6, 2024

To: Sam Re: Wyoming, Minnesota – South Tower Mixer SCADA

Total Control Systems, Inc. (TCS) proposes to add wiring and programming to incorporate the new mixer in the south tower to SCADA.

Including

- Adding South Tower Mixer to program and SCADA
- SCADA modifications
- Testing and commissioning

Project Cost: \$1,395.00 (No Tax Included)

Does not include:

- **Sales tax exempt, City to supply exemption certificate**
- Terms are Net 30 days from invoice date. No retainage allowed. A 1.5% charge per month added to any past due balance. Price may be dependent on past credit history.
- This quote/proposal valid for 60 days.
- Work to commence after receipt of an acceptable written purchase order acknowledging acceptance of our terms.
- F.O.B. **job-site**.
- Start-up service/training, documentation and equipment adjustment is included as specified.
- TCSI does not accept any liquidated damages.
- ALL PANELS FURNISHED BY TCS WILL HAVE A UL 508 SERIALIZED OR UL698A ENCLOSED INDUSTRIAL CONTROL PANEL RELATING TO HAZARDOUS LOCATIONS WITH INTRINSICALLY SAFE CIRCUIT EXTENSIONS LABEL, AS REQUIRED.

If you have any questions regarding our proposal, please contact our office. We look forward to working with you on this project.

Sincerely,
TOTAL CONTROL SYSTEMS, INC.

Brooks Bredeson

RESOLUTION NO. 24-02-20

A RESOLUTION TO APPROVE THE PURCHASE OF ONE GRIDBEE GS-9 MIXER TO BE INSTALLED AT THE SOUTH WATER TOWER FOR THE WYOMING DEPARTMENT OF PUBLIC WORKS IN THE AMOUNT OF \$23,556.00

WHEREAS, the Wyoming Public Works department is committed to supplying safe drinking water to its residents and businesses

WHEREAS, the Public works has identified the need for a mixer in the south tower.

WHEREAS, the Turnover in water tanks play an important role in preserving water quality. During certain times of the year, stratification and lower periods of consumption can create water quality concerns for users. Discoloration, taste and odor complaints can be reduced by ensuring movement within the tank.

WHEREAS, the The tank mixing also helps ensure that optimal conditions for adequate disinfection are met. Moving water in the tank also limits the ability for ice buildup within an elevated tank. Ice in the tank puts unnecessary stress on the structure during the winter months. It also prevents buildup from falling into the tank in the spring which can potentially stir up sediment in the bottom of the tank.

WHEREAS, the funds for this project were budgeted for in the 2024 Water Utility Enterprise Fund, and

THEREFORE BE IT RESOLVED, the City of Wyoming authorizes the purchase and installation of one GridBee GS-9 Mixer to be installed at the South Water Tower for the Wyoming Department of Public Works in the amount of \$23,556.00

ADOPTED BY THE CITY COUNCIL OF THE CITY OF WYOMING THIS 20TH DAY OF FEBRUARY, 2024.

CITY OF WYOMING

By: _____
Lisa Iverson, Mayor

ATTEST:

Robb Linwood, City Administrator/Clerk



Request for Council Action

Date: February 15, 2024

Presented to: Mayor Iverson and City Council Members

Presented by: Robb Linwood, City Administrator

Department: Public Works

Reference: Skidsteer Replacement Unit 908 2009 Cat

Method: New Business

Background Information:

As part of the 5 year capitol equipment improvement the 2009 Cat tracked skidsteer was scheduled to be replaced in 2024.

Staff has looked at different tracked skid steers. The New Holland C332 Compact Track Loader is the equipment staff is recommending for purchase. Baribeau Implement currently has the state contract for New Holland Skidsteers. The City cost for the New Holland C332 Compact Track Loader, with the trade in of the Cat 247B(skidsteer), is \$39,000.00

Staff is also recommending the replacement of the Erskine Snowblower 2418 with the Erskine Snowblower SB360. City cost with trade in is \$3,499.00. Staff is also recommending the purchase of a CID XBC78MF Brush Cutter which will be used for clearing brush in storm water ponds and other areas with in the City. The City cost for the brush cutter is \$8,499.00. The total cost for the New Holland skidsteer and attachments is \$50,998.00. The city budgeted \$80,000 for replacement of unit 908 in 2024.

As part of the purchase, staff is recommending entering into a buy back program with Baribeau Implement for yearly replacement of the New Holland C332 Compact Track Loader. The buy back program is a yearly machine replacement with a Cost to the City of \$3,000.00 each year with an inflation clause. This will allow the City to budget each year for a skidsteer and avoid costly repairs and significant costs for a new piece of equipment in the future.

Recommendation: To approve Resolution 24-02-21 a resolution approving the purchase of a New Holland C332 Tracked Skid Loader with attachments from Baribeau Implement Company Inc. in the amount of \$50,998.00

Cost Comparison Breakdown For Tracked Skid Loaders

Vendor Contact	Tracked Skid Loader 2024	Replacement	Tradin Allowence	Total Cost Skid Loader	High Flow High Lift	Attachments			Attachement Cost	Total Machine Attachement
	Model	Purchase Price				Snowblower	Tradin Snowblow Erskine	Tradin Grapple		
Ziegler V.J. Polkus 6122704445	Cat Model 259D3 Compact Track Loader	\$79,265.30	\$20,000.00	\$59,265.30		\$13,211.00	\$1,500.00	\$4,500.00	\$7,211.00	\$66,476.30
						Viring VBW72HF33				
Ziegler V.J. Polkus 6122704445	Cat Model 249D3 Compact Track Loader	\$67,267.06	\$20,000.00	\$47,267.06		\$13,211.00	\$1,500.00	\$4,500.00	\$7,211.00	\$54,478.06
						Viring VBW72HF33				
Tri-State Gordy Peterson 76376098	BobCat T66T4 Compact Track Loader	\$65,167.20		\$65,167.20						
Baribeau Implement Ray Pliscott 715 4839704	New Holland C332 Track Loader	\$107,843.00	\$67,844.00	\$39,999.00		\$14,035.00	\$6,036.00	\$4,500.00	\$3,499.00	\$43,498.00
						Erskine SB360 SSL Hyd truck loading chute wiring harnessadaptor				
John Deere Shane Fisher 7632041171	John Deere 325G Track Loader	\$73,698.10	20000	\$53,698.10		\$11,258.00	\$2,000.00	\$3,000.00	\$6,258.00	\$59,956.10
						Erskine 72" Snowblower				

Baribeau offers lease program 500 hour max per year New machine same as purchased by City annual lease/Buy Back cost \$3000.00



Sales Quotation

2209 US HWY 8
St. Croix Falls WI, 54024

www.baribeauimplement.com



email: ray.pliscott@chibardun.net

phone: 715-483-1138 ext15

fax: 715-483-9704

Salesperson: Ray Pliscott

22-Jan-24

Name: City of Wyoming

*** Expected deliver date June 2024 ***

Address:

City:

Phone: 651-955-2211 (Jason 715-294-0864)

C332 New Holland Compact Track Loader

Veh. 0016795368

74 HP 4 Cylinder 3.2L Turbo Diesel

3,200 lb. Operating Load, 6,400 lb. Tipping Load

Two Speed Ground Drive

Deluxe Cab: AC, Heat, AM/FM Stereo w/ Blue Tooth, LCD Display w/ Backup Camera

Controls: Selectable EH Hand Controls

Seat: Heated, Air Ride Cloth Seat

Lap Bar

17.7" Wide, High Drive Track System

HIGH FLOW PLUS PACKAGE

Boom Mounted Auxiliary Hydraulic w/ Motor Return

Performance Pkg: Front Electric: Multi-Function, Ride Control, Self-Leveling

HD Work Lights Front and Rear, Horn & Backup Alarm

Hydraulic Quick Attach

Bucket: 84" Low Profile Extended

Cold Start Aid: Grid Heater, Remote Start Terminal, & Block Heater

Warranty: Two year full factory

List Price

\$ 92,732.00

\$ -

\$ -

\$ -

\$ 5,740.00

\$ -

\$ 650.00

\$ -

\$ -

\$ 3,442.00

\$ -

\$ -

\$ -

\$ 1,177.00

\$ 2,420.00

\$ -

\$ -

Sub Total: \$ 106,161.00

Freight: \$ 1,132.00

Set-up: \$ 550.00

Total: \$ 107,843.00

Trade-In: Cat 247B CTL s# CAT0247BTMTL05282

Trade Allowance based off cash price: \$ 67,844.00

Gov. DiscountCash Purchase Price: \$ 39,999.00



Sales Quotation

2209 US HWY 8
St. Croix Falls WI, 54024

www.baribeauimplement.com



email: ray.pliscott@chibardun.net
phone: 715-483-1138 ext15
fax: 715-483-9704

Salesperson: Ray Pliscott

13-Feb-24

Name: City of Wyoming
Address:
City:
Phone: 651-955-2211 (Steve 651-955-1348)

CID XBC78MF BRUSH CUTTER
78 " CUTTING WIDTH
Factory Installed Mulching Teeth

	List Price
\$	9,609.00
\$	-
\$	599.00
\$	-
\$	-
\$	-
\$	-
\$	-
\$	-
\$	-
\$	-
Sub Total:	\$ 10,208.00
Freight:	\$ 350.00
Set-up:	\$ 200.00
Total:	\$ 10,758.00

Gov. DiscountCash Purchase Price: \$ 8,499.00



Sales Quotation

2209 US Hwy 8
St. Croix Falls, WI 54024

www.baribeauimplement.com



email: ray.pliscott@chibardun.net

phone: 715-483-1138 ext. 15

fax: 715-483-9704

Sales Person: Ray Pliscott

16-Jan-24

TO: City of Wyoming

FROM: Baribeau Implement

Along with the purchase of the New Holland C332 we are currently offering a municipal annual Trade/purchase program. In this program you would Trade for a new (same model) machine for \$3,000.00 each year . This plan is geared to saving cost over ten year trade in plan. With this plan the machine will always be under warranty eliminating expensive maitainence cost. On average trading in every ten years with trade difference cost with repairs, engine and track maintainane for ten years will be around \$48,000.00 to \$ 50,000.00 without any major overhaul on engine or drive train problems. Municipals on this program find it easier to fund \$3,000.00 a year than to budget the larger purchase amount. This program is for machine use of 500 hours or less per year. This program can be cancelled by either party and is subject to inflationary increase.

Thank You,
Ray

Ray Pliscott

Baribeau Implement
715-483-1138 ext. 15
715-296-0044 - cell
e-mail: ray.pliscott@chibardun.net

RESOLUTION NO. 24-02-21

A RESOLUTION APPROVING THE PURCHASE OF A NEW HOLLAND C332 COMPACT TRACK LOADER SKID STEER WITH ATTACHMENTS, LESS TRADE IN VALUE OF A 209 CAT FOR THE STATE BID PRICE OF \$59,998.00

WHEREAS, the City of Wyoming Public Works Department budgeted \$80,000 for the purchase of a skid steer in the 2024 Capital Improvement Plan equipment fund.

WHEREAS, the proposed attachments would allow staff for snow removal, tree removal in addition to the other public works activities

WHEREAS, the City has a 209 Bobcat 863 that has exceeded its anticipated life span of 15 years, is not able to use the necessary attachments to complete public works operations

WHEREAS, the city would utilize part of the purchase the city would opt for the buyback program with Baribeau implement for replacement of the skid steer

THEREFORE BE IT RESOLVED, the Wyoming City Council authorizes the purchase of a New Holland C332 skid steer, with attachments, less the trade in value of a 2009 Cat, for the state bid price of \$50,998.00

HEREUPON SAID RESOLUTION WAS DECLARED DULY PASSED AND ADOPTED THIS 20TH DAY OF FEBRUARY, 2024.

CITY OF WYOMING

By: _____
Lisa Iverson, Mayor

ATTEST:

Robb Linwood, City Administrator/Clerk



Request for Council Action

Date: February 20, 2024

Presented to: Mayor Iverson and City Council Members

Presented by: Robb Linwood, City Administrator

Department: Public Works

Reference: Truck Replacement #902 Mack Plow Truck with Western Star 47x

Method: New Business

Background Information:

As part of the 5 year capital equipment improvement the 2008 Mac Snow plow truck was scheduled to be replaced in 2024. Public Works has identified a 2025 Western Star 47x/49/PRL-28x Tandem Plow Truck for the replacement.

Boyer Ford has been awarded the State Contract for these trucks. The cost for the Cab and Frame off the State Contract is \$151,678.00. Towmaster Truck and Equipment has the State Contract for outfitting the proposed tandem plow truck with hydraulics, box, plows and safety lights. The cost for this equipment and outfitting of the truck is \$181,927.00. This truck will be a 2025 model and delivery is expected mid September of 2024. Once the city takes delivery it will be sent to Towmaster for outfitting of equipment.

The city had budgeted \$335,000.00 for the replacement of this truck in 2024. The total cost for the the Wester Star for Cab, Chassis and outfitting is \$333,605.00 This item had been budgeted for multiple years in the Capital Improvement plan and it was discussed with council during the 2024 budget work session that the remaing balance required for the truck could be completed with an interfund loan from a enterprise fund.

The city budgeted \$150,000 for the truck in the 2023 CIP and \$85,000 in 2024 for a total of \$235,000.00. The second part of the of this item would be to approve an interfund loan of \$100,000 from the city's 602 fund or sewer fund. This loan will be paid back to the sewer fund over the course of a 5 year period at \$20,000 annually with an interst rate of 0% percent.

Recommendation:

To approve Resolution 24-02-22 a resolution approving the purchase of the chassis of a 2025 Western star from Boyer ford trucks on a state bid contract and equipment and outfitting from Towmaster in the amount of \$333,605.00

To approve Resolution 24-02-23 a resolution authorizing the interfund loan from the sewer fund (602) to the capital equipment fund (401) to fund the purchase of a plow truck

RESOLUTION NO. 24-02-22

A RESOLUTION AUTHORIZING THE PURCHASE OF THE CHASSIS OF A 2025 WESTERN STAR FROM BOYER FORD TRUCKS ON A STATE BID CONTRACT AND EQUIPMENT AND OUTFITTING FROM TOWMASTER IN THE AMOUNT OF \$333,605.00

WHEREAS, Public Works has 5 dump/snow plows in our fleet and these trucks are used year-round for hauling different materials and snow removal; and

WHEREAS, The oldest truck in our fleet is a 2008 Mack Dump Truck. The truck does not have modern equipment such as brine tanks and a new style salt spreader. The average lifespan before trade-in is 15 years and this truck is now 16 years old; and

WHEREAS, The state bid prices, for the chassis, has been approved for the 2025 Western Stars from Boyer Ford Trucks in February of 2024. The state bid prices for the plows, box, and other accessories became available in December of 2023

WHEREAS, With the current demand and availability, the approval of the chassis and outfitting will expedite the process; and

WHEREAS, The delivery of the truck (completed) will be in late 2024; and

WHEREAS, The State Bid price for the 2025 Western Star is \$151,678.00 from Boyer Ford Trucks in Lauderdale, MN and the equipment and outfitting of the truck from Towmaster in the amount of \$181,927.00 The CIP fund has \$235,000 budgeted for the purchase of a new truck in 2023 and 2024.

NOW, THEREFORE BE IT RESOLVED, the City of Wyoming authorizes the purchase of the chassis of a 2025 Western Star from Boyer Ford Trucks on a state bid contract in the amount of \$151,678.00 and the outfitting of the Truck from Towmaster in an amount of \$181,927.00

HEREUPON SAID RESOLUTION WAS DECLARED DULY PASSED AND ADOPTED THIS 20TH DAY OF FEBRUARY 2024.

CITY OF WYOMING

By: _____
Lisa Iverson, Mayor

ATTEST:

Robb Linwood, City Administrator/Clerk

RESOLUTION 24-02-23

RESOLUTION AUTHORIZING THE INTERFUND LOAN FROM THE SEWER FUND (602) TO THE CAPITAL EQUIPMENT FUND (401) TO FUND THE PURCHASE OF A WESTERN STAR PLOW TRUCK

WHEREAS, The City of Wyoming intends to purchase a 2025 Boyer Western Star plow truck.

WHEREAS, The City desires to loan \$100,000 from the Sewer Fund (fund 602) to the Capital Equipment Fund (fund 401).

WHEREAS, The City intends to pay the debt back to the Sewer fund over 5 years (2025-2029) with an interest rate of 0%.

NOW THEREFORE, BE IT RESOLVED BY THE WYOMING CITY COUNCIL THAT:

1. The recitals set forth above are incorporated herein.
2. The following accounting entry is made:

Account	Description	Debit	Credit
602-0000-41330	Advance to other fund	\$100,000.00	
602-0000-10100	Cash		\$100,000.00
401-0000-10100	Cash	\$100,000.00	
401-0000-20900	Advance from other fund		\$100,000.00

Hereupon said Resolution was declared duly passed and adopted this **20TH DAY OF FEBRUARY, 2024.**

CITY OF WYOMING

By: _____
Lisa Iverson, Mayor

ATTEST:

Robb Linwood, City Administrator/Clerk