

AGENDA
ECONOMIC DEVELOPMENT AUTHORITY
REGULAR MEETING
CITY OF WYOMING, MINNESOTA
AUGUST 12, 2024
5:30 PM

CALL TO ORDER:

CALL OF ROLL:

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. To consider approving the minutes of the "Regular Meeting" of the Wyoming, Minnesota City EDA for June 3, 2024

OLD BUSINESS:

NEW BUSINESS:

2. To consider a letter of interest from Trent Hampton to join the Wyoming EDA
3. To consider the resignation of Eric Nault from the Wyoming EDA
4. MNCAR Expo
5. 2025 Budget
6. Wayfinding Signage in Downtown

COMMUNICATIONS:

7. August EDA Updates

ADJOURN

**UNAPPROVED MINUTES
ECONOMIC DEVELOPMENT AUTHORITY
REGULAR MEETING
CITY OF WYOMING, MINNESOTA
JUNE 3, 2024
5:30 PM**

CALL TO ORDER:

CALL OF ROLL:

On a Call of the Roll the following members of the Wyoming EDA were present:

EDA Members: Mayor Iverson, Council Member Schilling, Alex Bulmer, Eric Nault, Jeff Allen, and Andrew Buccanero

Also Present: Robb Linwood - City Administrator, and Nancy Hoffman, Chisago County HRA/EDA Director

ABSENT: Buccanero

DETERMINATION OF A QUORUM:

PLEDGE OF ALLEGIANCE:

OPEN FORUM:

"An opportunity for members of the public to address the EDA on items not on the current Agenda. Items requiring EDA action maybe deferred to staff for research and future EDA Agendas if appropriate."

Mayor Iverson introduced and welcomed Jeff Allen the newest member of the EDA

Mr. Allen introduced himself and talked about his experience on the Park Commission and overall and was excited to serve on the committee.

1. Consider approving the minutes of the "Regular Meeting" of the Wyoming, Minnesota City EDA for May 13, 2024

A MOTION WAS MADE BY EDA MEMBER SCHILLING SECONDED BY EDA MEMBERBULMER TO APPROVE THE "REGULAR MEETING" MINUTES OF THE WYOMING, MINNESOTA ECONOMIC DEVELOPMENT AUTHORITY FOR MAY 13, 2024

Voting Aye: Iverson, Schilling, Nault, Allen, Buccanero, and Bulmer

Voting Nay:

Abstain:

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.

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

OLD BUSINESS:

2. Disc Golf Funding Request – John Santi request

Administrator Linwood stated that Mr. Santi has made a request to the EDA for \$2,000.00 for the disc golf park they are creating at the sewer commission land in Chisago city.

The EDA felt since it was not in the city of Wyoming it was not something they would be interested in donating too. Mr. Nault from Polaris asked to forward the individual to him and perhaps Polaris could make a donation.

NEW BUSINESS:

3. To consider a concept plan for a 72 Unit Multi Family Housing Unit from Rueter Walton

Jared Ackmann from Rueter Walton has been working with Fairview Hospital for a potential Senior Housing site near the existing Meadows on Fairview's current location near 257th street and Fairview Blvd. This is a 72 unit multifamily project proposal

Mr. Ackmann gave some details regarding the size of the project, similar projects and discuss with the EDA about the tax credit process they intend to apply for through Minnesota Housing and Finance.

Nancy Hoffman – The Developer has applied for a low interest loan from the Chisago County HRA/EDA Housing Trust fund. The EDA gave consensus that they looked favorably on the project.

COMMUNICATIONS

4. Wyoming EDA Updates for May 2024

Mr. Linwood stated that Aquarius Sales was the business of the month for June and that staff visited Lakes Gas earlier this month. Mr. Linwood gave an update about the most recent CCCI event. They discussed the Chisago County re-branding efforts. Nancy Hoffman also stated that the October 23 CCCI meeting will be to present the new Housing study that is being worked on by Maxfield.

ADJOURN

A MOTION WAS MADE BY MEMBER BULMER SECONDED BY NAULT TO ADJOURN THE JUNE 3, 2024 "REGULAR MEETING" OF THE WYOMING, MINNESOTA ECONOMIC DEVELOPMENT AUTHORITY MEETING AT 6:07P.M.

Voting Aye: Iverson, Buccanero, Allen, Nault Bulmer and Schilling

Voting Nay:

Abstain:



July 23, 2024

Mr. Robb Linwood
City Administrator
City of Wyoming
26885 Forest Blvd
Wyoming, MN 55092

Dear Robb:

Thank you for discussing the City of Wyoming's Economic Development Authority with me. Please consider this my request to become a member of the Economic Development Authority.

I currently serve as Chief Executive Officer of Lakes Gas Co. Lakes Gas is the second-largest family-owned propane company in the United States, and the 14th-largest propane company overall. We believe that Lakes Gas is the largest retailer of propane in Minnesota and Wisconsin.

Lakes Gas has been headquartered in Wyoming since moving from Forest Lake in 2020. The company employs approximately 320 people in the upper Midwest, with 21 full-time employees working (on a hybrid basis) at the corporate office at 26777 Fallbrook Avenue. Lakes Gas acquires one to three smaller propane companies each year, and plans to continue to grow and add jobs at its Wyoming headquarters.

I also serve as an executive officer and director of the National Propane Gas Association, and I am a former councilor on the national Propane Education and Research Council.

Although I do not reside in Wyoming, I am keenly interested in the success of communities like Wyoming and am interested in contributing to its future success.

Trent Hampton

Trent Hampton



EDA Communication

Date: August 6, 2024

Presented to: EDA Members

Presented by: Robb Linwood, City Administrator

Department: Administration

Reference: Eric Nault

Method: New Business

Eric Nault had contacted with me that he is no longer with Polaris in Wyoming. As part of the bylaws you need to reside or work at a business in Wyoming to be on the EDA. He will no longer be able to comply with that bylaw. He wanted to thank the board for his time serving with the EDA and truly enjoyed his partnership at Polaris with the city.



Request for EDA Action

Date: July 3, 2024

Presented to: EDA Members

Presented by: Robb Linwood, City Administrator

Department: Administration

Reference: MNCAR Event

Method: New Business

Background Information:

October 30, 2024 The Minnesota Commercial Real estate Association has their annual Event. This event has led to positive contacts and the continued marketing of the city's name and brand. This event is attended by 500 to 1000 commercial brokers and is a great opportunity for relationship building. The cost of this year's event is \$1,150 and we would like to add some backdrops for our booth and giveaways. I am requesting \$500.00 for these items and the total request for the event is \$1,650.00





Exhibitor Booth Registration Contract

(Exhibitors are first-come, first-served based on MNCAR sponsorship, past year participation & membership)

The exhibitor fee must be paid within 3 weeks of contract submission.

Company Name:	Contact Name:
Email:	Phone:
2 Booth Rep Names/Email:	Preferred Company Name for Expo Booth ID:

Expo Date and Time:

Wednesday, October 30th – 4pm-7pm

Location:

The Depot Minneapolis- 225 3rd Ave S, Minneapolis, MN 55401

Expo fee of \$1,150 includes:

- 10' x 10' booth includes: 8' high back drape x 3' high side drape
- (1) 8' x 30" draped table
- (2) side chairs
- (1) waste basket
- (1) one-line booth ID sign with booth number
- 2 complimentary booth reps (additional booth rep fee varies based on MNCAR membership)
- Appetizers/Drinks
- Entry to MNCAR Award's Program at 3pm

*Electricity and WIFI are extra. Information for this will be emailed out closer to event.

Signature

Date

Payment details: Booth fee is non-refunded if the exhibitor cancels at any time. Checks made to MNCAR: 6600 France Ave S, Suite 603, Edina MN 55435 or online at [MNL CC Payments](#). Please use “123456789” for the member number, and “10302024” for the invoice number. Also, please make sure you add Expo Booth for “Event” so that we can match this payment to the appropriate event and attendee. Thank you!

SPONSOR & EXHIBITOR CANCELLATION POLICY

For any exhibitor or sponsorship, cancellations are not permitted once this form is remitted.

Booth setup and services will be forwarded to your contact closer to event. Please email this form to lindsey@mncar.org.



Request for EDA Action

Date: July 3, 2024

Presented to: EDA Members

Presented by: Robb Linwood, City Administrator

Department: Administration

Reference: 2025 Budget Discussion

Method: New Business

Background Information:

Then annual EDA levy for 2024 was \$10,000. We are looking to have the group make an initial recommendation to the city council for the 2025 budget

2023 Expenditures YTD

- MNCAR + Trade Show items - \$1,650 – pending approval
- EDAM Winter Conference - \$350.00
- Initiative Foundation \$350.00
- MNCAR Membership - \$325.00
- Wayfinding Signage - ?

TOTAL Expenditures YTD - \$2,675.00 –

2025 Priorities

I would like to begin some of the initial conversations with the group about 2025 budget priorities including items in the downtown study. The Wyoming City budgeted \$10,000 for the EDA levy in the preliminary budget.



Request for EDA Action

Date: August 9, 2024

Presented to: EDA Members

Presented by: Robb Linwood, City Administrator

Department: Administration

Reference: Wayfinding Signage

Method: New Business

Background Information:

As part of the EDA's recently completed downtown plan it was identified to work on wayfinding signage in 2024 for the downtown area. We have identified an area below for the potential installation of the first sign in the downtown area, but for the group we would like to give some background on why we are reviewing the wayfinding and why it was recommended by the consultant for the downtown study.

What is wayfinding?

Wayfinding is how we orient ourselves when we travel from place to place. Whether through a map, a phone app, or signage, a sound wayfinding system allows people to navigate successfully to their destination. It also provides a cohesive method for bringing a location's brand, culture, history, or story to the forefront through color, materials, and graphics. Some common examples of wayfinding signage include gateway arches, vehicular directional signage, parking signs, and "You Are Here" orientation kiosks.

Why is the City doing this?

Currently, the City's wayfinding system is extremely limited. Establishing a consistent, clear, and visible signage can help create a cohesive streetscape environment and improve the overall experience for people visiting downtown. Making downtown easier to navigate incentivizes visitors and creates a more aesthetic identity to the downtown area.

Examples of the wayfinding signage is below:







STREETSCAPE

Ornate pedestrian-scale lighting placed throughout the highway-oriented commercial area. These light poles are not used in the downtown commercial core, but would help generate design continuity between the two areas.

Unmarked pedestrian crossing at the E Viking/Felton intersection. The lack of crosswalks decreases pedestrian visibility for oncoming traffic and may encourage jaywalking; this also creates a visual disconnect between the downtown core and surrounding residential areas.



Lack of curb/separation between Wyoming Drug parking lot and Forest Blvd. Pedestrians are required to walk on the road shoulder to reach the downtown core, leaving them vulnerable to fast-moving traffic turning into the parking lot. The addition of an elevated sidewalk and curb cuts would help control cars accessing the lot and increase pedestrian visibility/safety.

Underutilized sidewalk at E Viking/Forest intersection. While this sidewalk is wide enough to accommodate foot traffic in multiple directions, it feels empty and exposed to loud roadway noise. Landscaping/street trees, benches, wayfinding signage, public art, and other urban design elements could help activate the space and establish the prominence of this intersection in downtown Wyoming.

1.10.2 Add wayfinding signage pointing visitors to important destinations (e.g. City Hall, Sunrise Prairie trailhead, Hallberg Center for the Arts, proposed Wyoming play experience, farmer’s market, etc.).

1.10.2	Add wayfinding signage pointing visitors to important destinations (e.g. City Hall, Sunrise Prairie trailhead, Hallberg Center for the Arts, proposed Wyoming play experience, farmer’s market, etc.).	2024, add on as destinations are added
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Request: Staff has received quotes back from three companies at this time – we would like to discuss if this is something that group would like to review, ask questions and potentially select a vendor for the signage. The three quotes received were from Indigo Signs, Albrecht Signs and the state of Minnesota Department of Human Services/Spectrum signs.

240695

MN DHS

City of Wyoming

Contact
Minnesota Department of Human Services
Attn: Nathan Fults
100 Freeman Drive
St. Peter, MN 56082

Phone/Email
507-985-2161
nathan.g.fults@state.mn.us

Jobsite
5327 East Viking Blvd.
Wyoming, MN 55092

Designer
PW

Salesperson
RF

Project Manager
NF

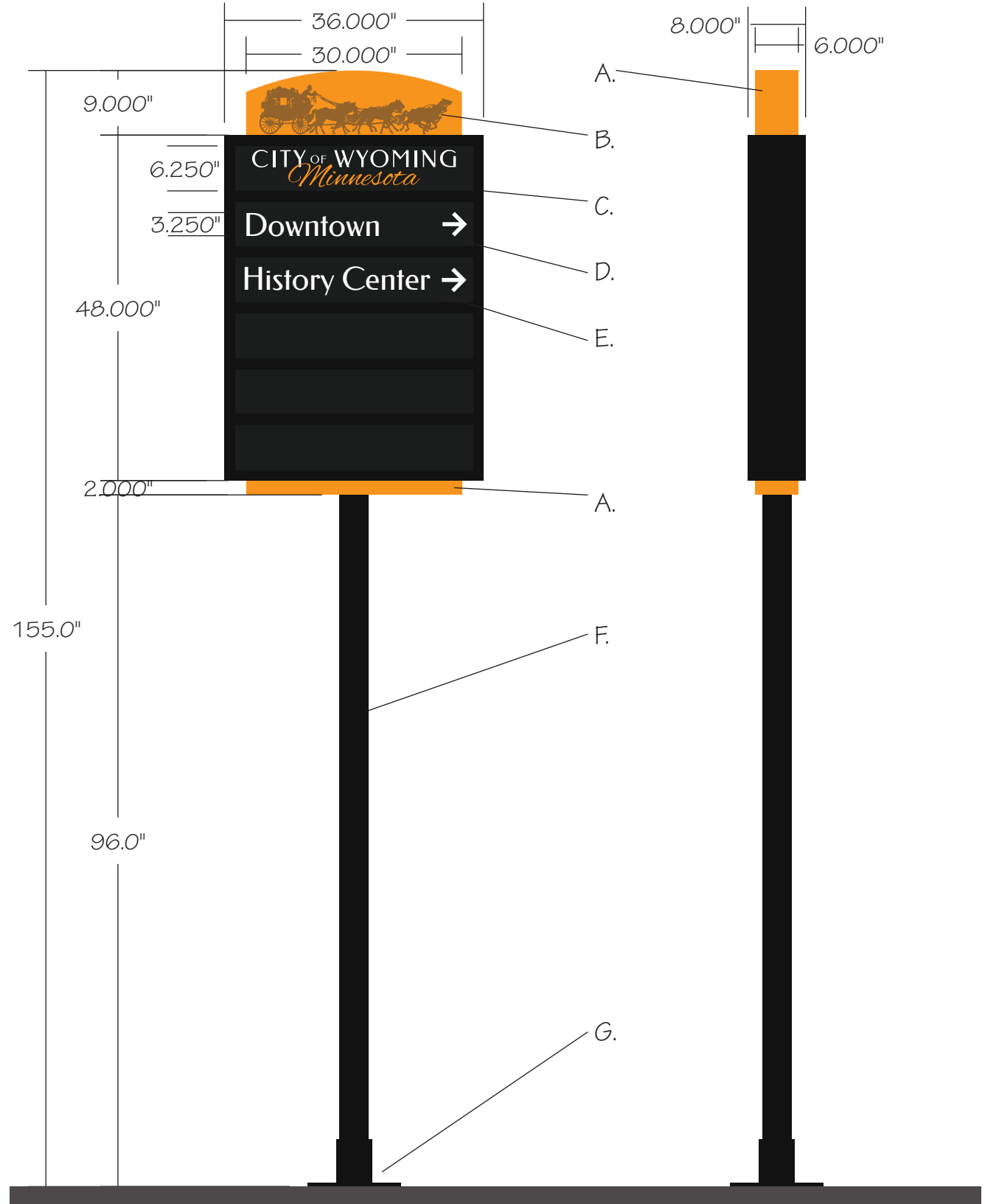
Date
6-17-24



8786 W. 35W Service Drive
Blaine, MN 55449

763-432-7447 | www.spectrum-signs.com

240695 - MN DHS - City of Wyoming - Sign Type 1



Furnish and Install (1) 48" x 36" D/F Non-Illuminated Directional Sign

- A. Aluminum Accent Painted Orange - Color TBV
- B. First Surface Digitally Printed Logo Graphic
- C. Aluminum Cabinet, Retainer and Divider Bars - Painted Satin Black
- D. Black Aluminum Composite Panels
- E. First Surface White Reflective Vinyl Copy
- F. 4" Schedule 40 Pipe Painted Satin Black
- G. Plate Mount - Size TBV

*Directional Content TBV



To: Robb Linwood
City of Wyoming
26885 Forest Boulevard
Wyoming MN 55092
651-462-0575
651-462-0576
rlinwood@wyomingmn.org

MN State Industries Estimate

Date: 6/21/2024
Reference #:
Estimate #: QT0018498

Qty	Description	Unit Price	Line Total
City of Wyoming Signage			
1	48" x 36" Post & Panel Sign Aluminum Furnish & Install (1) 48" x 36", Double-Sided, Directional Post & Panel Sign. Sign is provided by aluminum with 4" Schedule 40 steel pipe and finished per drawing.	\$9,288.00	\$9,288.00
1	Permit Fee	\$250.00	\$250.00

Authorized By: _____

Printed Name: _____

PO#: _____

Date Signed: _____

Phone: _____

Fax: _____

Subtotal

Freight Est.

Installation

Sales Tax

Total

\$9,538.00

\$9,538.00

*THIS IS AN ESTIMATE ONLY! Shop drawings will not be generated until receipt of Purchase Order. Billing information and authorized signature. Freight charges will be deducted if product is picked up or hand carried.
Please review and make any necessary corrections directly on this form. Return this signed form via fax/email with Purchase Order or Billing Information.
Estimate is valid for 90 days from original date of quote.

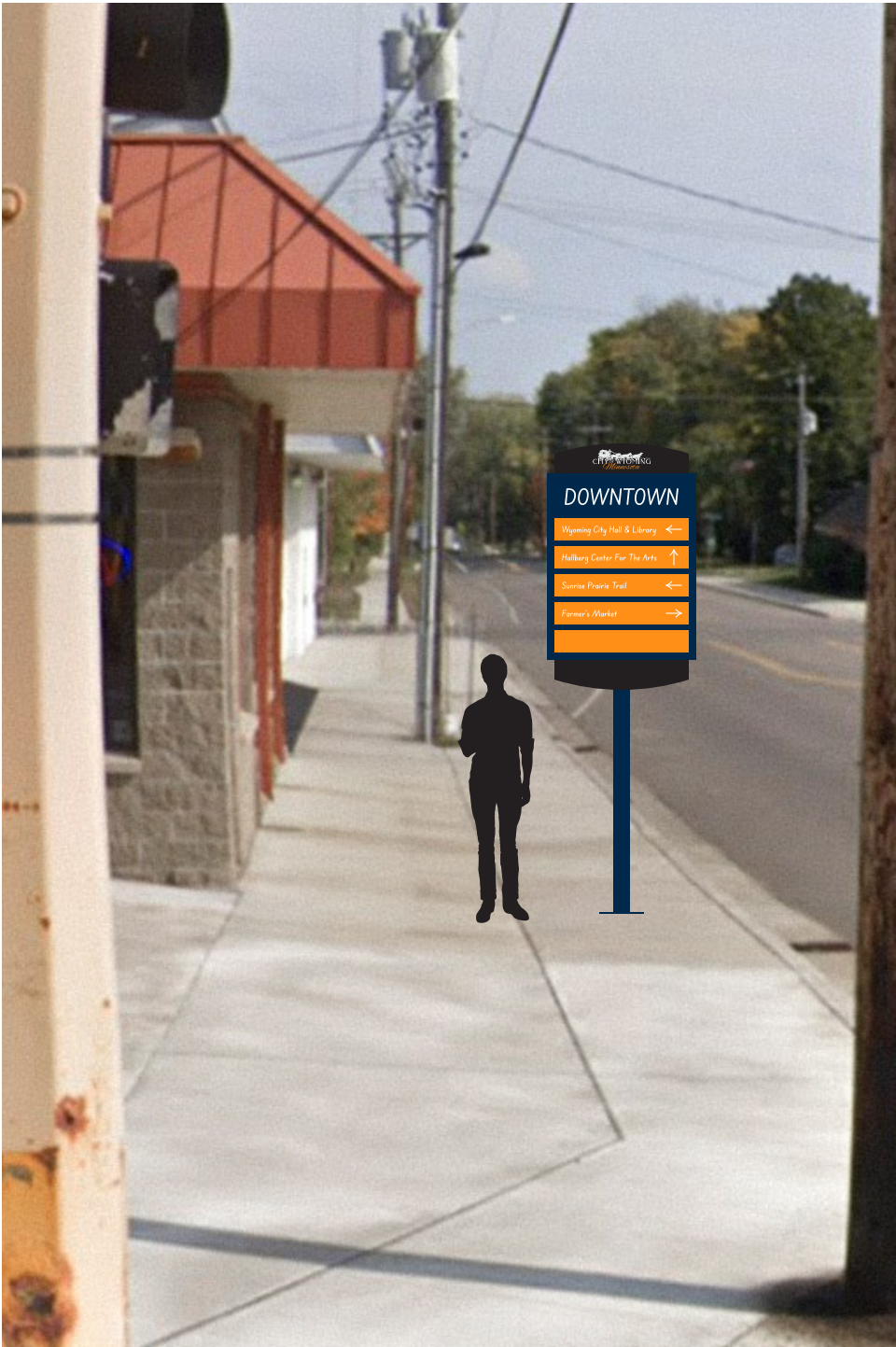
THANK YOU FOR YOUR BUSINESS !

MN STATE INDUSTRIES
1111 HIGHWAY 73 MOOSE LAKE, MN 55767
PHONE: 218-565-6100 FAX: 651-431-7494
State.signshop@state.mn.us
WWW.STATEINDUSTRIES.ORG

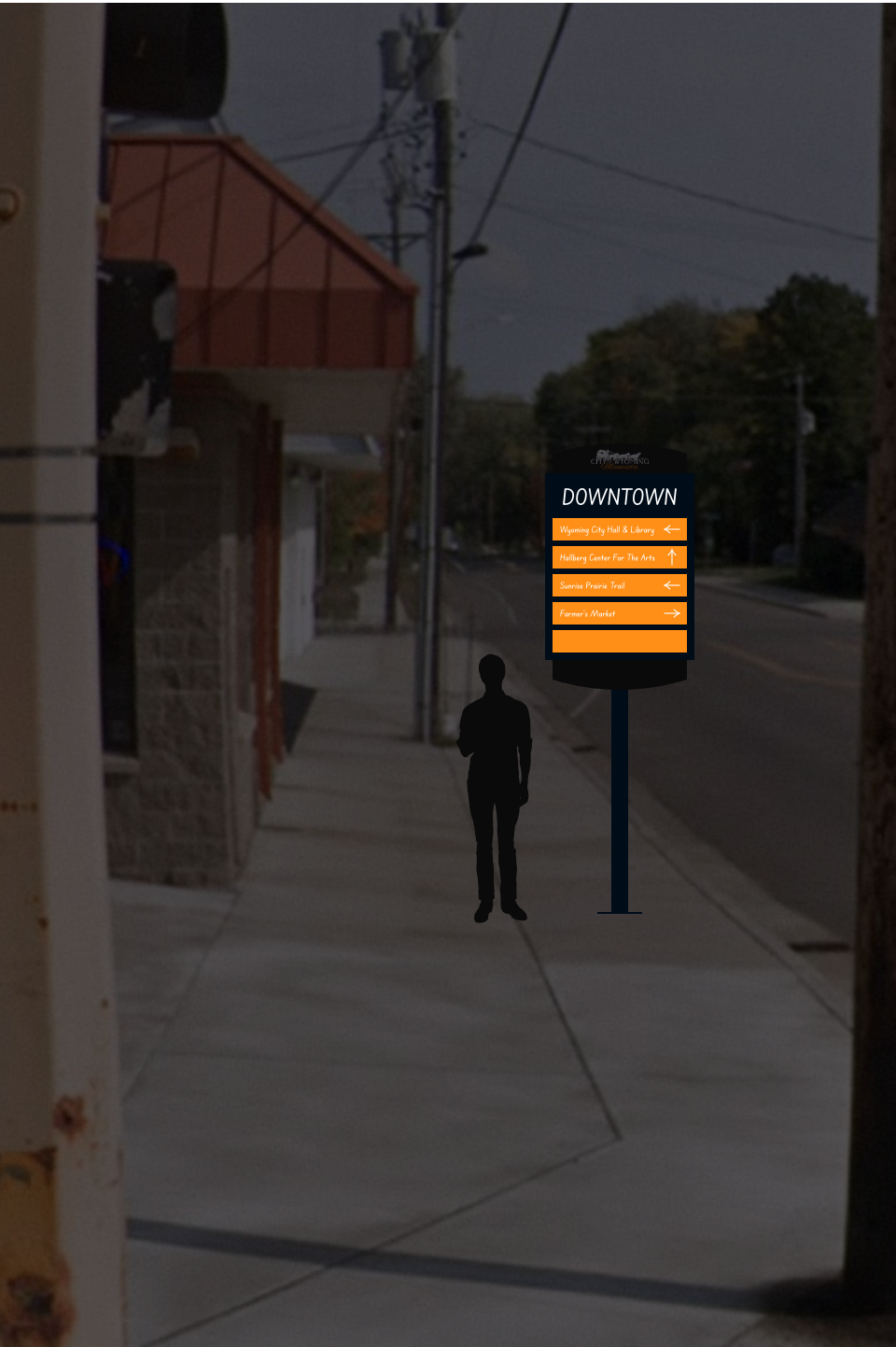


ALBRECHT SIGN COMPANY
ENHANCE YOUR IMAGE

Signage Design Rev(0)
July 11th, 2024



Option 1
Scale: 1/4" = 1'



DESIGN | FABRICATION | INSTALLATION | SERVICE

7775 Main St. N.E.,
Fridley, MN 55432
P: 763.754.2899 | F: 763.767.7316
www.AlbrechtSignCompany.com

Client:
City of Wyoming

Client Address:
26753 Forest Blvd,
Wyoming, MN 55092

Start Date: 7/11/2024
Last Revision Date: N/A
Job Number: N/A
Drawing Revision: N/A
Sales Representative: NM
Designer: RD

Revision	Update
01	
02	
03	
04	
05	
06	
07	
08	
09	

Customer Signature of Approval
X _____



LISTED

This sign is intended to be installed in accordance with the requirements of Article 600 of the National Electrical Code and/or other applicable local codes. This includes proper grounding and bonding of the sign. The location of the disconnect switch after installation shall comply with Article 600.6(A)(1) of the National Electrical Code.

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Sales Representative: NM
Designer: RD

Revision	Update
01	
02	
03	
04	
05	
06	
07	
08	
09	

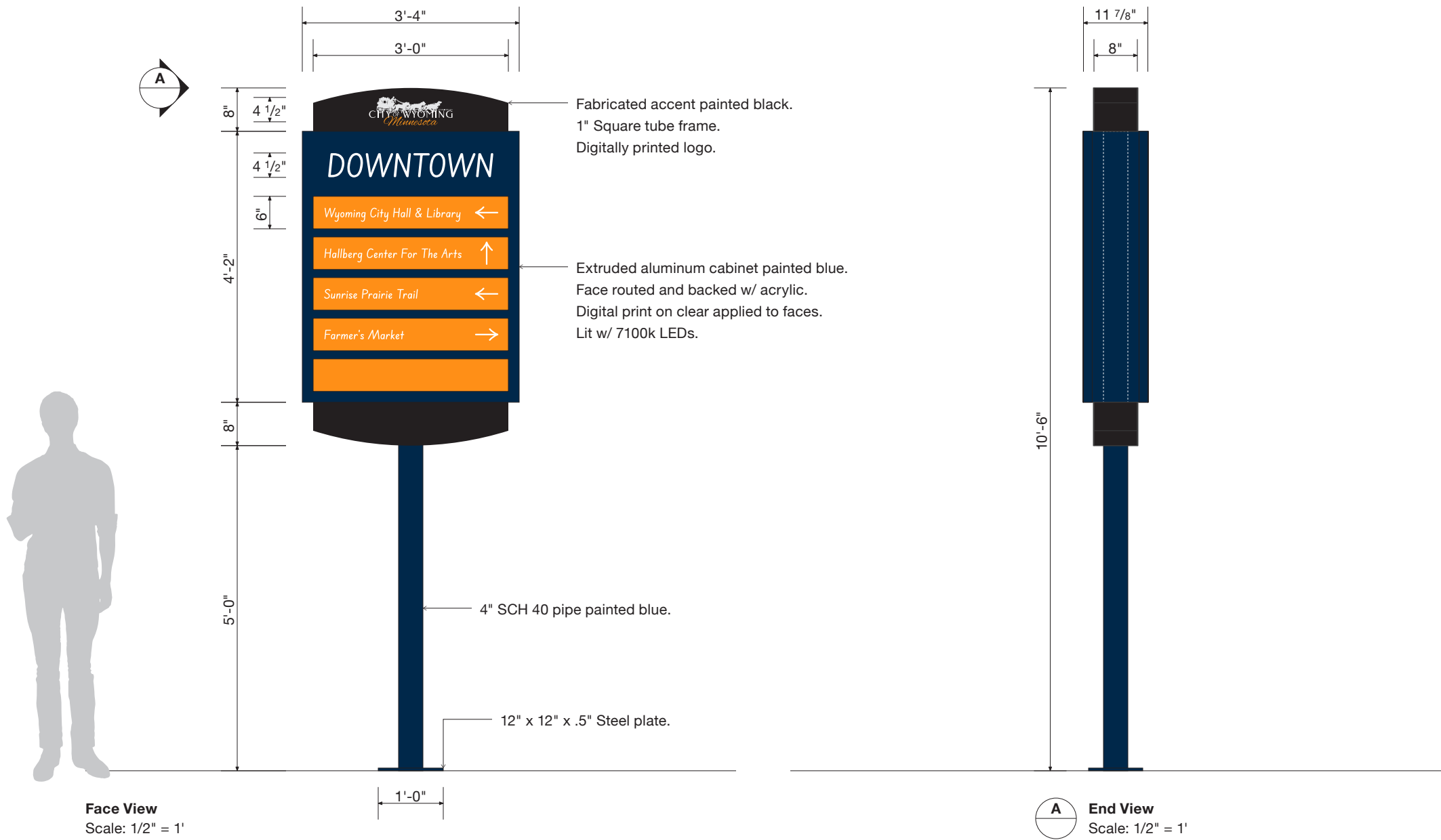
Customer Signature of Approval
X_____



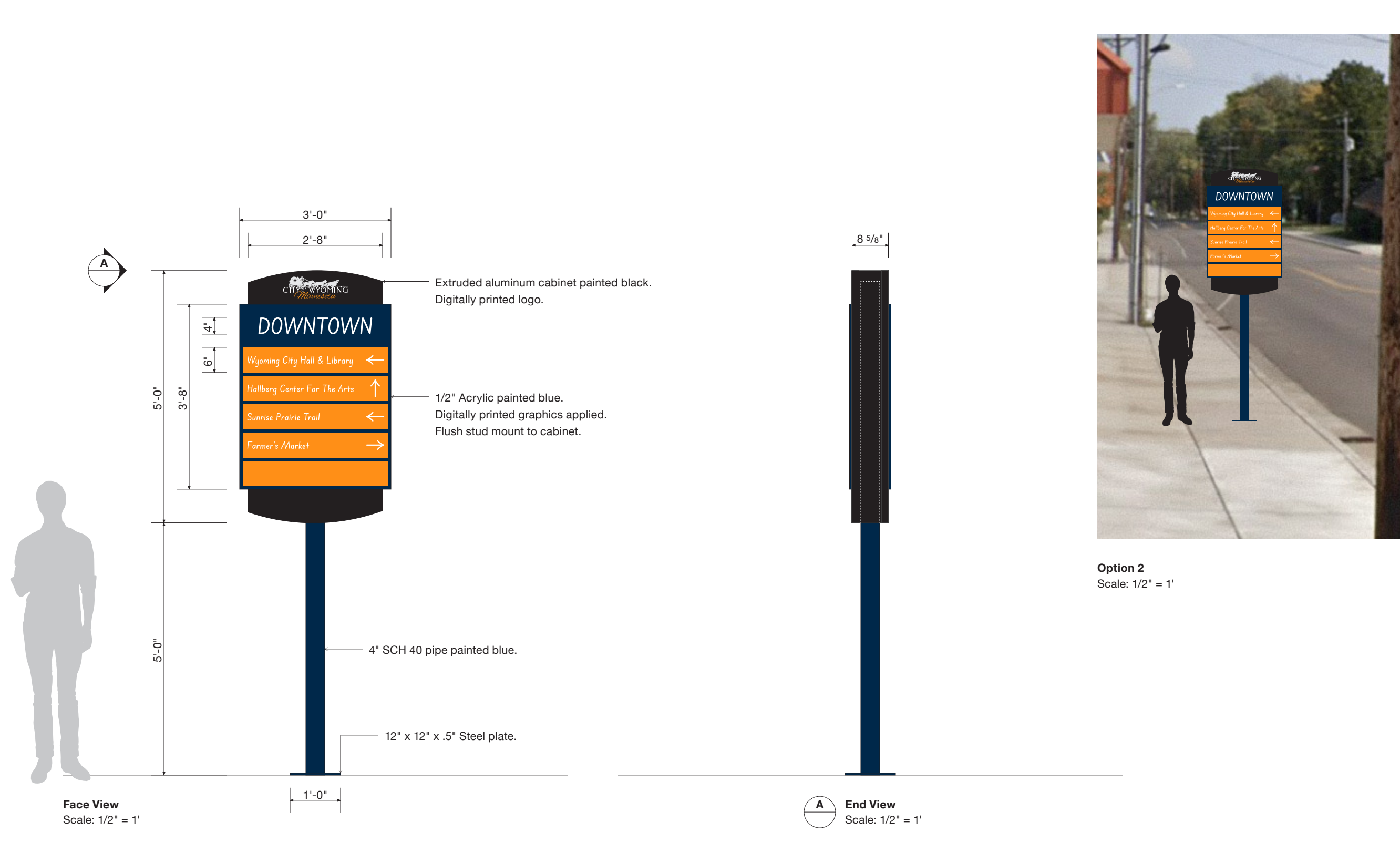
LISTED

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Color:	Black	Blue 2767 C	Orange 1495 C	CMYK	N/A	N/A	N/A	ST-100: Option 1	
Paint Finish:	MP Black	2767 C	N/A	N/A	N/A	N/A	N/A	Directional Pylon	
Vinyl:	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Quantity:	1
Digital Print:	N/A	N/A	Clear - Luster	3640 - Luster	N/A	N/A	N/A	Square Ft:	15.6
Other:	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Single Face:	☐
								Illuminated:	☒
								Double Face:	☒
								Non-Illuminated:	☐



Color:	 Black	 Blue 2767 C	 Orange 1495 C	 CMYK	 N/A	 N/A	 N/A	ST-100: Option 2			
Paint Finish:	MP Black	2767 C	N/A	N/A	N/A	N/A	N/A	Directional Pylon			
Vinyl:	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Quantity:	1	Square Ft:	15
Digital Print:	N/A	N/A	3640 - Luster	3640 - Luster	N/A	N/A	N/A	Single Face:	☐	Illuminated:	☐
Other:	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Double Face:	☒	Non-Illuminated:	☒



DESIGN | FABRICATION | INSTALLATION | SERVICE

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City of Wyoming

Client Address:
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Wyoming, MN 55092

Start Date: 7/11/2024
Last Revision Date: N/A
Job Number: N/A
Drawing Revision: N/A
Sales Representative: NM
Designer: RD

Revision	Update
01	
02	
03	
04	
05	
06	
07	
08	
09	

Customer Signature of Approval

×



LISTED

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Albrecht Sign Company

7775 Main Street NE
Fridley, MN 55432 USA
Phone: 763.754.2899
Fax: 763.767.7316
Fed ID: 82-0773738

Quote No: 18084

Thursday, July 11, 2024

Page: 1

Bill To:

CITY OF WYOMING

PO BOX 188
26885 FOREST BLVD.
WYOMING, MN 55092
Phone: 651-462-0575

Ship To:

CITY OF WYOMING: DIRECTIONAL SIGN

CITY OF WYOMING: DIRECTIONAL SIGN

26753 FOREST BLVD
WYOMING, MN 55092-8022
Phone: 651-462-0575

Payment Terms: 50% DOWN, NET 10

Line: 1	Sign Type : DIRECTIONAL SIGN			
	Part ID: Directional Sign - Exterior			
	OPTION 1: ILLUMINATED SIGN			
	TWO-SIDED ILLUMINATED DIRECTIONAL SIGN			
Quantity U/M	Unit Price	Unit Price (inc tax)	Lead Time	Total Price (inc tax)
1.00 EA	7,015.00000	7,532.35630		\$7,532.36 *

Line: 2	Sign Type : SURVEY			
	Part ID: SURVEY			
	SITE SURVEY TO VERIFY SCOPE OF WORK, GATHER NECESSARY MEASUREMENTS, CONFIRM ANY INSTALLATION OBSTACLES AND TAKE PICTURES OF SURROUNDING AREA			
Quantity U/M	Unit Price		Lead Time	Total Price
1.00 EA	285.00000			\$285.00 *

Line: 3	Sign Type : INSTALL			
	Part ID: INSTALL			
	INSTALL NEW ILLUMINATED DIRECTIONAL SIGN TO DESIGNATED SIDEWALK SECTION, FOOTING TO BE COMPLETED WITH AMPLE TIME TO CURE PRIOR TO INSTALLATION, INSTALL TO FOOTING WITH ANCHORS/MATCH PLATE			
	*QUOTE ASSUMES CLIENT WILL PROVIDE POWER TO SIGN LOCATION FOR THIS OPTION, NO ELECTRICAL WORK OR FOOTING WORK INCLUDED IN THIS QUOTE			
Quantity U/M	Unit Price		Lead Time	Total Price
1.00 EA	2,960.00000			\$2,960.00 *



Albrecht Sign Company

7775 Main Street NE
Fridley, MN 55432 USA
Phone: 763.754.2899
Fax: 763.767.7316
Fed ID: 82-0773738

Quote No: 18084

Thursday, July 11, 2024

Page: 2

Line: **4**

Sign Type : **PERMITS**

Part ID: PERMIT PROCUREMENT

\$275.00 Standard Procurement Fee + cost of permits added to final invoice

Quantity U/M	Unit Price	Lead Time	Total Price
1.00 EA	275.00000		\$275.00 *

* Indicates which quantity price is included in the Total

Total: \$11,052.36

Salesperson: NICK MAIER

Prices are Valid Until Friday, July 26, 2024



Albrecht Sign Company

7775 Main Street NE
Fridley, MN 55432 USA
Phone: 763.754.2899
Fax: 763.767.7316
Fed ID: 82-0773738

Quote No: 18084

Thursday, July 11, 2024

Page: 3

Thank you for the opportunity to bid on this project.

Unless otherwise noted in this proposal, the following conditions apply:

- Sign Permit(s), Electrical Permit(s), and Office Staff fees are not included in bid price and will be added to final invoice
- Permit applications will be submitted upon receipt of signed proposal, signed drawings & down payment
- Production of project will begin after all permit(s) are approved from city officials.
- Timelines previously discussed apply from date that all downpayments, signed drawings, permits and approvals have been obtained.
- Bid does not include final primary electrical connection.
- No private locates included.
- Excavation prices are assumed non-frost conditions. Additional costs may occur if footings need to be installed during frost conditions
- No solid or excess rock encounters included.
- No excessive dewatering included.
- No premium hours included, all work is to be performed on straight time, regular hours.
- ASC is not responsible for damages to existing utilities, private underground wires, sprinkler lines, etc. that have not been located by the client.
- ASC is not responsible for any damages to lawn, landscape or plants from use of equipment needed for sign install.
- Unless specifically stated no repairs to lawn or landscape will be provided by ASC and will be the full responsibility of the client.
- ASC reserves the right to use completion photos as marketing material unless initialed on this line _____

I accept the prices, terms; conditions and or specifications listed here, and hereby authorize Albrecht Sign Company to perform the work as described. I have read and accept the terms and conditions page (Exhibit A)

Authorized signature from Customer:

Customer signature

Date accepted

GUARANTY

In consideration of our agreeing to supply the Customer identified above with supplies, materials, and/or labor, the undersigned absolutely and unconditionally guarantees the full and prompt payment to Albrecht Sign Company of any and all indebtedness, liabilities, and obligations now or hereafter existing. This is an absolute, unconditional and continuing guaranty. If Customer defaults in any payment or violates any other terms or conditions of any contract or agreement, the undersigned agrees to pay upon demand such indebtedness, liabilities, and obligations of Customer, together with any expenses and costs of collection at any time paid or incurred, including attorney's fees, whether or not in connection with a judicial proceeding, in attempting to collect such indebtedness, liabilities, and obligations and in enforcing this Guaranty.

IN WITNESS WHEREOF, the undersigned has executed this Guaranty as of the _____ day of _____, 20____.

PLEASE SIGN WITHOUT REFERENCE TO _____ Signature _____
YOUR TITLE OR CORPORATION POSITION

Print name of person signing



Albrecht Sign Company

7775 Main Street NE
Fridley, MN 55432 USA
Phone: 763.754.2899
Fax: 763.767.7316
Fed ID: 82-0773738

Quote No: 18084

Thursday, July 11, 2024

Page: 4

TERMS AND CONDITIONS OF SALE

EXHIBIT A

These terms and conditions are applicable to all Goods and Services provided by Albrecht Sign Company ("ASC"). As used herein "Goods and Services" refer to the scope of the production and fabrication of the sign proposal submitted by ASC to Client. ASC requests written acceptance of the Agreement, but the following actions shall also constitute Client's acceptance of the Agreement: 1) issuing an authorizing purchase order for any of the Goods and Services, 2) authorizing ASC's presence on site, or 3) written or electronic notification for ASC to proceed with the proposal. **Issuance of a purchase order by Client which contains separate terms and conditions will not take precedence or modify the terms and conditions contained in this Service Agreement.** The proposal, these terms and conditions and any appendices attached hereto shall comprise the Agreement between ASC and Client described in the proposal and are binding upon the Client, its successors, assignees, joint ventures and third-party beneficiaries. All proposals, negotiations, and representations, if any, regarding this transaction made prior to the date of this acknowledgment are merged herein. Any modifications to this Agreement must be mutually acceptable to both parties and accepted in writing. No considerations will be given to revisions to ASC's terms and conditions or alternate contract format submitted by the Client as a condition for payment.

PAYMENT: Unless stated differently on the face of the invoice, terms are net ten (10) days from the date of the invoice on approved credit. All invoices not paid within thirty days of invoice shall be subject to interest which shall accrue at the rate of 1.5% per month (18% annually), or the maximum rate allowed by law, whichever is less. Customer shall have no right of set off to ASC in satisfaction of any claims asserted against ASC by Customer. ASC may at its sole discretion alter or suspend credit. Customer agrees to furnish ASC with the personal guarantees of the principals of Customer as ASC may request the same from time to time.

TITLE AND OWNERSHIP: The sale of the Sign to Customer constitutes a cash sale and title to and ownership of the Sign purchased under this Agreement shall pass to Customer upon ASC's receipt of payment in full for the Sign. ASC shall retain all right, title and interest in the Sign until Customer's cash payment is received or its check honored, despite ASC's delivery and Customer's possession of the Sign. All artwork or designs that are created by ASC shall continue to be owned by ASC and Customer may not use the artwork or designs without ASC's written permission. Without limiting the generality of the foregoing, Customer may not reproduce or copy any artwork or design or transfer, assign, sublicense, loan, disclose or otherwise make available all or any portion of such artwork or design to any other person or entity, without the prior express written consent of Seller.

REMEDIES: If ASC determines, in its sole discretion, that Customer is in default under any of its obligations under this Agreement, ASC may (a) enter upon Customer's premises and without any court order or other process of law may repossess and remove the Sign, with or without notice to Customer; Customer hereby waives any trespass or right of action for damages by reason of such entry, removal or disabling; Customer further expressly consents to ASC's entry of the premises; (b) ASC may require Customer to return the Sign in good repair, by delivering the Sign packed and ready for shipment, to such place as ASC may specify; (c) ASC may cancel or terminate this Agreement and may retain any and all prior payments made by Customer; (d) ASC may declare all sums due and to become due under this Agreement immediately due and payable, without notice or demand to Customer; (e) if the Sign is permanently affixed to real property, Customer acknowledges and agrees that the Sign shall constitute a lienable permanent improvement and ASC may file a mechanic's lien on the improved real property for labor and material provided; or (f) ASC may pursue any other remedy available at law, by statute or equity. No single or partial exercise by ASC or any right or remedy hereunder shall preclude any other or further exercise of any other right or remedy. If ASC hires an attorney who to collect what is owed under this Agreement or to regain possession of the Sign, Customer agrees to pay all ASC's attorneys' fees, costs, and expenses incurred.

CUSTOMER'S REPRESENTATIONS AND WARRANTIES: If Customer has entered into this agreement as a business entity and not as an individual, Customer represents, warrants and certifies that it is a business duly organized validly existing and in good standing and is licensed or qualified to transact business under the laws of the State of Minnesota. Customer further represents, warrants and certifies that it has all requisite power and authority to carry on its business, including authority to execute and deliver and to perform all of its obligations under this agreement. In the event that Customer breaches this warranty, the individual who has executed this agreement shall be solely liable to ASC for all of Customer's obligations hereunder.

ASC'S WARRANTIES: ASC agrees to warrant all Sign(s) in accordance with the terms of its standard warranty for each Sign, as modified from time to time in ASC's sole discretion. ASC's sole obligation to Customer shall be limited to the repair or replacement of the Sign, at ASC's option, of defective products returned to Seller at the sole expense of Buyer or initial retail purchaser. THE FOREGOING REMEDIES ARE EXCLUSIVE. SELLER MAKES NO OTHER EXPRESS WARRANTY. SELLER DISCLAIMS, AND BUYER WAIVES ANY AND ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

ASC LIABILITY: In no event shall ASC's liability exceed the amount of the invoice price of the Sign sold or the services provided. ASC shall not have any obligation or liability to Customer for any incidental or consequential damages whatsoever sustained or alleged to have sustained by Customer (including any expenses incident thereto), arising out of or related to these Terms and Conditions. The "consequential damages" shall be deemed to include the following; loss of use, revenue, income, or anticipated profits; loss of Sign, materials or property handled or processed with the use of the Sign; and damage to, loss or destruction of property. Customer agrees to indemnify ASC from and against damages and costs to the extent caused by the intentional acts or negligence of the Customer, Customer's contractors and subcontractors or other third parties.

MISCELLANEOUS: If and to the extent that applicable law confers any rights or imposes any duties inconsistent with or in addition to any of the provisions of this agreement, the affected provisions shall be considered amended to conform thereto, but all other provisions hereof shall remain in full force and effect. The laws of Minnesota shall govern over the terms of this agreement. The exclusive jurisdiction for the resolution of any and all disputes between the parties shall be the State or Federal Courts located in Hennepin County, Minnesota. This writing is the full and complete agreement between the parties. Any modifications of this agreement must be made in writing and executed by both parties. Waiver by ASC of a breach of any of the terms and conditions of this contract shall not be construed as a waiver of any other breach.

Initial : _____



Albrecht Sign Company

7775 Main Street NE
Fridley, MN 55432 USA
Phone: 763.754.2899
Fax: 763.767.7316
Fed ID: 82-0773738

Quote No: 18084-1

Monday, July 15, 2024

Page: 1

Bill To:

CITY OF WYOMING

PO BOX 188
26885 FOREST BLVD.
WYOMING, MN 55092
Phone: 651-462-0575

Ship To:

CITY OF WYOMING: DIRECTIONAL SIGN

CITY OF WYOMING: DIRECTIONAL SIGN

26753 FOREST BLVD
WYOMING, MN 55092-8022
Phone: 651-462-0575

Payment Terms: 50% DOWN, NET 10

Line: 1 Sign Type : DIRECTIONAL SIGN				
Part ID: Directional Sign - Exterior				
OPTION 2: NON-ILLUMINATED SIGN				
TWO-SIDED DIRECTIONAL SIGN				
<i>Quantity U/M</i>	<i>Unit Price</i>	<i>Unit Price (inc tax)</i>	<i>Lead Time</i>	<i>Total Price (inc tax)</i>
1.00 EA	5,550.00000	5,959.31250		\$5,959.31 *

Line: 2 Sign Type : SURVEY				
Part ID: SURVEY				
SITE SURVEY TO VERIFY SCOPE OF WORK, GATHER NECESSARY MEASUREMENTS, CONFIRM ANY INSTALLATION OBSTACLES AND TAKE PICTURES OF SURROUNDING AREA				
<i>Quantity U/M</i>	<i>Unit Price</i>		<i>Lead Time</i>	<i>Total Price</i>
1.00 EA	285.00000			\$285.00 *

Line: 3 Sign Type : INSTALL				
Part ID: INSTALL				
INSTALL NEW ILLUMINATED DIRECTIONAL SIGN TO DESIGNATED SIDEWALK SECTION, FOOTING TO BE COMPLETED WITH AMPLE TIME TO CURE PRIOR TO INSTALLATION, INSTALL TO FOOTING WITH ANCHORS/MATCH PLATE				
*NO FOOTING WORK INCLUDED IN THIS QUOTE, QUOTE ASSUMES CLIENT WILL COMPLETE FOOTING IN DESIRED SIGN LOCATION PRIOR TO SURVEY				
<i>Quantity U/M</i>	<i>Unit Price</i>		<i>Lead Time</i>	<i>Total Price</i>
1.00 EA	2,960.00000			\$2,960.00 *



Albrecht Sign Company

7775 Main Street NE
Fridley, MN 55432 USA
Phone: 763.754.2899
Fax: 763.767.7316
Fed ID: 82-0773738

Quote No: 18084-1

Monday, July 15, 2024

Page: 2

Line: **4**

Sign Type : **PERMITS**

Part ID: PERMIT PROCUREMENT

\$275.00 Standard Procurement Fee + cost of permits added to final invoice

Quantity U/M	Unit Price	Lead Time	Total Price
1.00 EA	275.00000		\$275.00 *

* Indicates which quantity price is included in the Total

Total: \$9,479.31

Salesperson: NICK MAIER

Prices are Valid Until Tuesday, July 30, 2024



Albrecht Sign Company

7775 Main Street NE
Fridley, MN 55432 USA
Phone: 763.754.2899
Fax: 763.767.7316
Fed ID: 82-0773738

Quote No: 18084-1

Monday, July 15, 2024

Page: 3

Thank you for the opportunity to bid on this project.

Unless otherwise noted in this proposal, the following conditions apply:

- Sign Permit(s), Electrical Permit(s), and Office Staff fees are not included in bid price and will be added to final invoice
- Permit applications will be submitted upon receipt of signed proposal, signed drawings & down payment
- Production of project will begin after all permit(s) are approved from city officials.
- Timelines previously discussed apply from date that all downpayments, signed drawings, permits and approvals have been obtained.
- Bid does not include final primary electrical connection.
- No private locates included.
- Excavation prices are assumed non-frost conditions. Additional costs may occur if footings need to be installed during frost conditions
- No solid or excess rock encounters included.
- No excessive dewatering included.
- No premium hours included, all work is to be performed on straight time, regular hours.
- ASC is not responsible for damages to existing utilities, private underground wires, sprinkler lines, etc. that have not been located by the client.
- ASC is not responsible for any damages to lawn, landscape or plants from use of equipment needed for sign install.
- Unless specifically stated no repairs to lawn or landscape will be provided by ASC and will be the full responsibility of the client.
- ASC reserves the right to use completion photos as marketing material unless initialed on this line _____

I accept the prices, terms; conditions and or specifications listed here, and hereby authorize Albrecht Sign Company to perform the work as described. I have read and accept the terms and conditions page (Exhibit A)

Authorized signature from Customer:

Customer signature

Date accepted

GUARANTY

In consideration of our agreeing to supply the Customer identified above with supplies, materials, and/or labor, the undersigned absolutely and unconditionally guarantees the full and prompt payment to Albrecht Sign Company of any and all indebtedness, liabilities, and obligations now or hereafter existing. This is an absolute, unconditional and continuing guaranty. If Customer defaults in any payment or violates any other terms or conditions of any contract or agreement, the undersigned agrees to pay upon demand such indebtedness, liabilities, and obligations of Customer, together with any expenses and costs of collection at any time paid or incurred, including attorney's fees, whether or not in connection with a judicial proceeding, in attempting to collect such indebtedness, liabilities, and obligations and in enforcing this Guaranty.

IN WITNESS WHEREOF, the undersigned has executed this Guaranty as of the _____ day of _____, 20____.

PLEASE SIGN WITHOUT REFERENCE TO _____ Signature _____
YOUR TITLE OR CORPORATION POSITION

Print name of person signing



Albrecht Sign Company

7775 Main Street NE
Fridley, MN 55432 USA
Phone: 763.754.2899
Fax: 763.767.7316
Fed ID: 82-0773738

Quote No: 18084-1

Monday, July 15, 2024

Page: 4

TERMS AND CONDITIONS OF SALE

EXHIBIT A

These terms and conditions are applicable to all Goods and Services provided by Albrecht Sign Company ("ASC"). As used herein "Goods and Services" refer to the scope of the production and fabrication of the sign proposal submitted by ASC to Client. ASC requests written acceptance of the Agreement, but the following actions shall also constitute Client's acceptance of the Agreement: 1) issuing an authorizing purchase order for any of the Goods and Services, 2) authorizing ASC's presence on site, or 3) written or electronic notification for ASC to proceed with the proposal. **Issuance of a purchase order by Client which contains separate terms and conditions will not take precedence or modify the terms and conditions contained in this Service Agreement.** The proposal, these terms and conditions and any appendices attached hereto shall comprise the Agreement between ASC and Client described in the proposal and are binding upon the Client, its successors, assignees, joint ventures and third-party beneficiaries. All proposals, negotiations, and representations, if any, regarding this transaction made prior to the date of this acknowledgment are merged herein. Any modifications to this Agreement must be mutually acceptable to both parties and accepted in writing. No considerations will be given to revisions to ASC's terms and conditions or alternate contract format submitted by the Client as a condition for payment.

PAYMENT: Unless stated differently on the face of the invoice, terms are net ten (10) days from the date of the invoice on approved credit. All invoices not paid within thirty days of invoice shall be subject to interest which shall accrue at the rate of 1.5% per month (18% annually), or the maximum rate allowed by law, whichever is less. Customer shall have no right of set off to ASC in satisfaction of any claims asserted against ASC by Customer. ASC may at its sole discretion alter or suspend credit. Customer agrees to furnish ASC with the personal guarantees of the principals of Customer as ASC may request the same from time to time.

TITLE AND OWNERSHIP: The sale of the Sign to Customer constitutes a cash sale and title to and ownership of the Sign purchased under this Agreement shall pass to Customer upon ASC's receipt of payment in full for the Sign. ASC shall retain all right, title and interest in the Sign until Customer's cash payment is received or its check honored, despite ASC's delivery and Customer's possession of the Sign. All artwork or designs that are created by ASC shall continue to be owned by ASC and Customer may not use the artwork or designs without ASC's written permission. Without limiting the generality of the foregoing, Customer may not reproduce or copy any artwork or design or transfer, assign, sublicense, loan, disclose or otherwise make available all or any portion of such artwork or design to any other person or entity, without the prior express written consent of Seller.

REMEDIES: If ASC determines, in its sole discretion, that Customer is in default under any of its obligations under this Agreement, ASC may (a) enter upon Customer's premises and without any court order or other process of law may repossess and remove the Sign, with or without notice to Customer; Customer hereby waives any trespass or right of action for damages by reason of such entry, removal or disabling; Customer further expressly consents to ASC's entry of the premises; (b) ASC may require Customer to return the Sign in good repair, by delivering the Sign packed and ready for shipment, to such place as ASC may specify; (c) ASC may cancel or terminate this Agreement and may retain any and all prior payments made by Customer; (d) ASC may declare all sums due and to become due under this Agreement immediately due and payable, without notice or demand to Customer; (e) if the Sign is permanently affixed to real property, Customer acknowledges and agrees that the Sign shall constitute a lienable permanent improvement and ASC may file a mechanic's lien on the improved real property for labor and material provided; or (f) ASC may pursue any other remedy available at law, by statute or equity. No single or partial exercise by ASC or any right or remedy hereunder shall preclude any other or further exercise of any other right or remedy. If ASC hires an attorney who to collect what is owed under this Agreement or to regain possession of the Sign, Customer agrees to pay all ASC's attorneys' fees, costs, and expenses incurred.

CUSTOMER'S REPRESENTATIONS AND WARRANTIES: If Customer has entered into this agreement as a business entity and not as an individual, Customer represents, warrants and certifies that it is a business duly organized validly existing and in good standing and is licensed or qualified to transact business under the laws of the State of Minnesota. Customer further represents, warrants and certifies that it has all requisite power and authority to carry on its business, including authority to execute and deliver and to perform all of its obligations under this agreement. In the event that Customer breaches this warranty, the individual who has executed this agreement shall be solely liable to ASC for all of Customer's obligations hereunder.

ASC'S WARRANTIES: ASC agrees to warrant all Sign(s) in accordance with the terms of its standard warranty for each Sign, as modified from time to time in ASC's sole discretion. ASC's sole obligation to Customer shall be limited to the repair or replacement of the Sign, at ASC's option, of defective products returned to Seller at the sole expense of Buyer or initial retail purchaser. THE FOREGOING REMEDIES ARE EXCLUSIVE. SELLER MAKES NO OTHER EXPRESS WARRANTY. SELLER DISCLAIMS, AND BUYER WAIVES ANY AND ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

ASC LIABILITY: In no event shall ASC's liability exceed the amount of the invoice price of the Sign sold or the services provided. ASC shall not have any obligation or liability to Customer for any incidental or consequential damages whatsoever sustained or alleged to have sustained by Customer (including any expenses incident thereto), arising out of or related to these Terms and Conditions. The "consequential damages" shall be deemed to include the following; loss of use, revenue, income, or anticipated profits; loss of Sign, materials or property handled or processed with the use of the Sign; and damage to, loss or destruction of property. Customer agrees to indemnify ASC from and against damages and costs to the extent caused by the intentional acts or negligence of the Customer, Customer's contractors and subcontractors or other third parties.

MISCELLANEOUS: If and to the extent that applicable law confers any rights or imposes any duties inconsistent with or in addition to any of the provisions of this agreement, the affected provisions shall be considered amended to conform thereto, but all other provisions hereof shall remain in full force and effect. The laws of Minnesota shall govern over the terms of this agreement. The exclusive jurisdiction for the resolution of any and all disputes between the parties shall be the State or Federal Courts located in Hennepin County, Minnesota. This writing is the full and complete agreement between the parties. Any modifications of this agreement must be made in writing and executed by both parties. Waiver by ASC of a breach of any of the terms and conditions of this contract shall not be construed as a waiver of any other breach.

Initial : _____

Quote # 4848

City of Wyoming

Wyoming, MN

Project Manager: Russ A

Drawn by: lwd

Page Scale: 3/4" = 1' 0"

Page Size: 11 x 17

X

Drawing Date: 7/17/2024

Rev1 Date:

Rev2 Date:

Rev3 Date:

Rev4 Date:

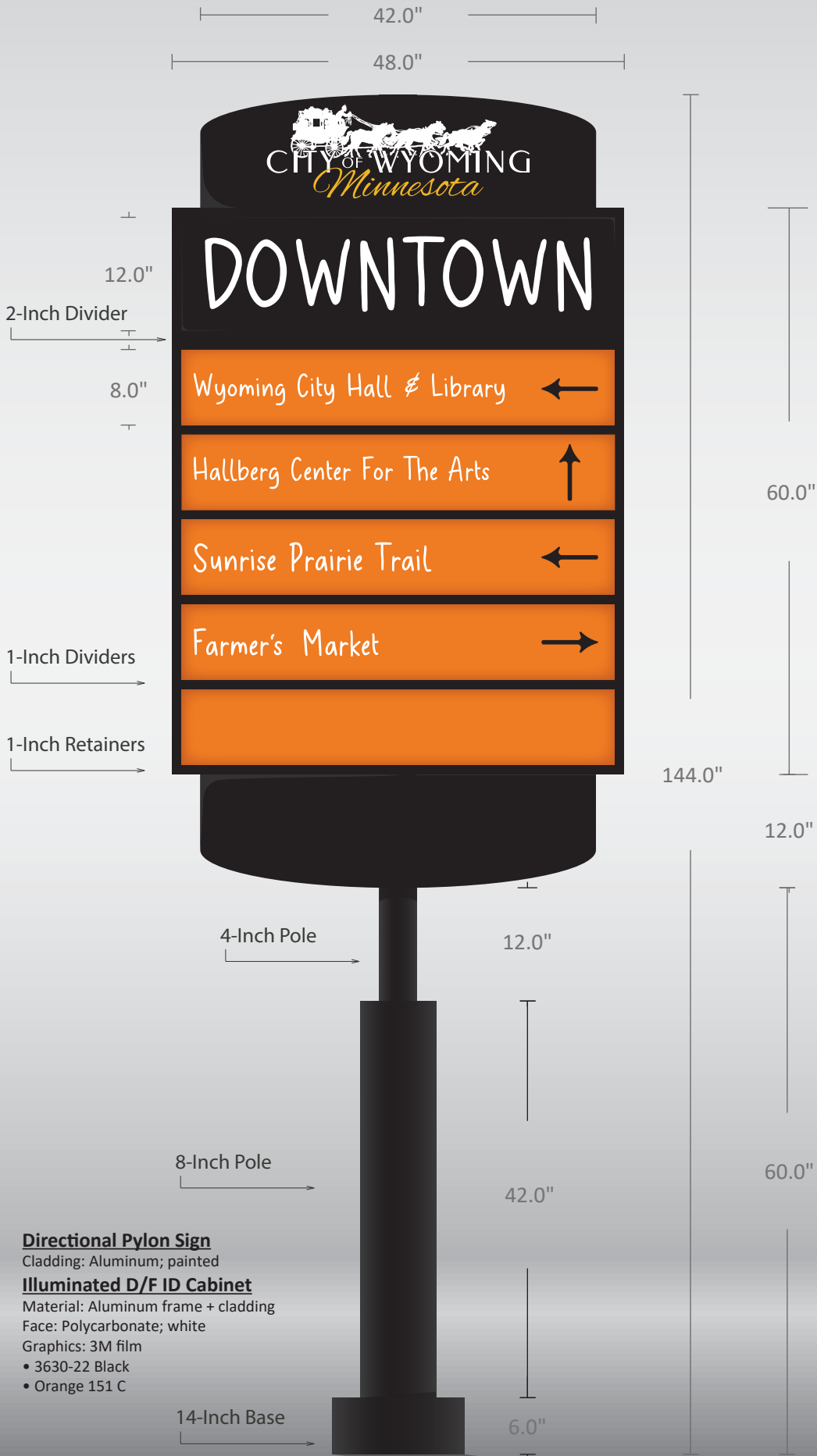
NOTICE

ALL SIGNS MANUFACTURED
FOR 120V ELECTRICAL SERVICE
UNLESS OTHERWISE NOTED

File location: Sharepoint:\ C \ City of Wyoming \
Working Sketch Files \ Wyoming_DirectionalPylon_4848

The ideas and designs contained in this original and unpublished drawing are the property of Indigo Signs and may not be used or reproduced in whole or part without written permission from Indigo Signs.

Due to the limitation of the printing process, the colors shown may not reflect actual colors.



Directional Pylon Sign

Cladding: Aluminum; painted

Illuminated D/F ID Cabinet

Material: Aluminum frame + cladding

Face: Polycarbonate; white

Graphics: 3M film

• 3630-22 Black

• Orange 151 C



Quote No. 4848

July 11, 2024

Page 1 of 4



Customer City of Wyoming

Reference Pylon Directional Sign

Bill to

City of Wyoming
Robb Linwood
26885 Forest Blvd
Wyoming, MN 55092
US
T: 651-462-0575
Email: RLinwood@wyomingmn.org

Ship to

City of Wyoming
Robb Linwood
26885 Forest Blvd
Wyoming, MN 55092
US
T: 651-462-0575
Email: RLinwood@wyomingmn.org

Valid Until	09/09/2024	Revision Date	07/11/2024	Lead Time	6 - 7 weeks	SR	Russ Anderson
F.O.B.	N/A	Revision No		Ship Method		PM	Russ Anderson
Terms	Upon receipt						
Prevailing Wage	No						

No.	Item	Description	Qty	UOM
1.	Pylon Directional Sign		1	each
2.	install		1	each

THIS PRICE DOES NOT INCLUDE ELECTRICAL HOOKUP, PERMITS, ENGINEERING, CRATING
AND/OR SHIPPING OR TAX UNLESS SPECIFICALLY STATED.

Subtotal	19,995.00
Sales Tax (0 %)	0.00
Deposit Required	9,997.50
Total	19,995.00

Quote Valid Until: September 9, 2024

By signing below, I approve and authorize this quote and acknowledge that I have read and agree to the attached terms and conditions.

Russell Anderson

Submitted by

08/09/2024
Date

Approved by

Date

Print Name

Indigo Signworks, Inc. Quote terms:

Indigo Signworks, Inc. (the "Company") proposes to furnish all the materials and perform all the labor necessary for the completion in the Quote for quote addressee ("Customer").

1. **Start of Quoted Work:** All material will be provided as specified above, as well as identified in the Company's final drawings and/or specifications submitted for the above work, which is must also be finalized and accepted by Customer prior to the manufacture, delivery, installation or service of any sign or other equipment.
 - a. Customer will receive a separate approval for the final drawing and specifications of project.
2. **Scope of Quote price:** The Quote price does not include any services or allowances for electrical hookup, permits, engineering or other items, unless and as specifically itemized in the total quote amount identified above. Customer is responsible for these items and costs. Applicable taxes are also the sole liability of the Customer, even when not itemized on the final invoice.
3. **Expiration Date of Quote:** This quote will expire if not accepted by Customer within 60 days of the date of issuance and will require a new quote to be written.
4. **Payment Terms:** Quote Deposit is due prior to start of work and the balance due per the terms specified on the final invoice.
 - a. Applicable Sales Taxes will be resolved on final invoice.
 - b. All credit card transactions are subject to a processing fee of 3%. The Company's external credit card service will assess the fee at the time of the payment. Any Customer provided one-time credit card payment will need to be grossed up by the 3% processing fee to be accepted.
5. **Quote Acceptance and Agreement Creation:** Acceptance by Customer of this Quote and post-acceptance drawings and/or specifications ("specifications") creates Company's Agreement to provide the goods and services as specified therein. No work will begin until the signed Quote and deposit, as required, have been received, and no delivery or installation will begin until Customer signs and returns the company's project specifications.
6. **Post Acceptance modifications.** Any proposed alteration from the agreed-upon specifications will be considered and accommodated when possible. Any such quote involving extra costs will become part of our Agreement only written, signed change order(s), and will become an extra charge to Customer, over and above the original Quote.

ELECTRONIC ACCEPTANCE OF QUOTE

Customer Acceptance: The Customer agrees to the Quote scope, prices, specifications, and conditions are satisfactory and are hereby accepted. The Customer validates it is authorized to do the work as specified. The Customer agrees to make payment, if required, as outlined above.

Company Acceptance: Upon receipt of the Customer acceptance, the Company will send an electronic acceptance and final copy of Quote and accompanying Agreement.

Indigo Signworks, Inc. Terms of Sale Agreement:

Please review the following terms of sale carefully, which will govern and control the provision of materials and services ("Project") under our Agreement. Company and Customer agree that:

1. **Scope of Agreement:** All provisions in regard to the Project and the Company's Agreement to provide goods and services included in the Quote are as contained in this Agreement, which supersedes and replaces any prior or other quotes, documents or other oral or written communications of any nature.
2. **Agreement Modifications:** This Agreement may only be amended or waived by a written Agreement Amendment identifying such modifications to Project and related price. Amendment must be signed, either electronically or physical, by executive officers or other authorized representatives of company and Customer. The Project specifications are incorporated by reference herein.
3. **Customer responsibilities:**
 - a. **Permits.** Customer shall secure all necessary permits from the building owner, governmental subdivisions and/or others whose permission is required for the installation of the sign and said shall be liable for any costs obstruction or delay of delivery due to delay in obtaining such permission, and if Customer executes this Agreement without obtaining all required pre-installation third party permissions or authorizations, Customer shall be fully and solely liable for all costs and consequences of such failure, and shall fully indemnify, defend and hold company harmless from any liability, damages or claims without demand or other action by company. Company also reserves the rights to remove and store signage or other materials at Customer's expense.
 - b. **Service Feed:** Customer agrees to provide service feed wire of suitable capacity and approved to location of display in advance of installation and make connection thereof to display.

- c. Pier Drilling: When pier drilling is necessary, the Company will be responsible for locating the public utilities. Location and marking of private utilities is the sole responsibility of the Customer. In the event of an underground obstruction is encountered in the drilling process, regardless of its nature, to the point where special equipment is required, additional monies may be required to complete the work, and Company will provide a good faith estimate to Customer on request.
4. **Company responsibilities:**
- a. Project work: The Project will be provided in a professional and workmanlike manner. The Company will be responsible for procuring all items under its responsibility. The Company will not be obligated to begin procurement of material or services or scheduling of work on any Quote prior to the receipt of the deposit.
- b. Warranty Passthrough: Company will provide wherever possible any passthrough of manufacturer's limited warranties on equipment or other materials to be sold and installed hereunder. Company makes no other warranties, express or implied, and disclaims all other warranties, including, without limitation any implied warranties of merchantability or fitness for a particular purpose on external manufacturer equipment or materials. Some states do not allow the exclusion or limitation of certain warranties, so these may not apply to you.
- c. Company Warranty: Indigo Signs will repair or replace any product that fails due to faulty material or workmanship for two years from the date of Project invoice.
- i. This warranty implies all signage provided by Indigo signs will be free of defects due to workmanship and materials, including but not limited to peeling, delamination, and installation.
- ii. Indigo Signs agrees to repair all defects that develop during the warranty period at no cost to the owner, including all labor and materials. Any part found to be defective due to faulty materials and/or workmanship within two years shall be replaced by Indigo Signs.
- iii. In cases where a manufactured part has a warranty longer than two years, Indigo Signs will stand behind the manufacturer's warranty for the part(s); however, labor fees will be incurred.
- iv. Indigo Signs will not assume responsibility for damage caused by careless handling, improper installation techniques by others, misuse, vandalism, severe weather, normal fading, or where others have attempted repairs or alterations.
- v. Warranty Exclusions: Products classified as temporary, which include, but not limited to Banners and painting performed in the field. Vehicle graphics are excluded due to uncontrollable circumstances of use and road conditions.
- vi. Product Returns: Returns must be preauthorized by an authorized Company representative and shipped to a location as designated by the Company along with the original invoice. Part returns may be subject to restocking fee.
- vii. Custom Signs: Upon agreement by both parties, Indigo Signs may allow a discounted price for defective merchandise should the customer elect to accept product as-is or repair product at their own expense.
5. **Payment terms:** Payment terms will be defined upon the final invoice.
- a. Applicable Sales Taxes will be resolved on final invoice.
- b. All credit card transactions are subject to a processing fee of 3%. The Company's external credit card service will assess the fee at the time of the payment. Any Customer provided one-time credit card payment will need to be grossed up by the 3% processing fee to be accepted.
6. **Payment Default:** Upon default in the timely payment of any sums due under our Agreement, company may, at its option,
- a. Declare the entire balance price fully due and payable without further notice to Customer; and when declared,
- b. Customer agrees to pay interest on said balance, when declared due at the rate of 1.0% per month or the highest rate allowed by law, whichever is lower.
- c. Customer agrees to pay or reimburse company's reasonable attorney's fees or other costs of collection or other enforcement of this Agreement.
- d. In addition to all its other available rights and remedies, title to electrical signs, signposts and other materials **shall remain in the Company** as security for full payment of all amounts due hereunder. Risk of damage and loss shall pass to Customer on delivery, without impact on company's rights to enforce any right or remedy hereunder.
- e. On request, Customer agrees to provide company with written authorization to de-install and remove any such materials and to provide full cooperation to company and its agents.
- f. Company also reserves its rights to file any allowable lien under applicable state law for recovery of any past due unpaid amounts recoverable under this Agreement.
7. **Assignment:** Customer shall not assign this Agreement or any part without the prior written consent of company, which shall be provided in cases where full payment of all amounts due hereunder has been received. Subject to the foregoing, all terms and conditions of this Agreement shall be binding upon the parties and their respective successors, permitted assigns or other legal representatives.
8. **Governing Law:** This Agreement will be governed by the internal laws of the state of North Dakota, without regard for applicable conflicts of law principles. Customer irrevocably consents to the jurisdiction and venue of the applicable federal or state courts located in Cass County, North Dakota and waives objections to venue.
9. **Effective Date:** This Agreement does not become effective until the Customer has signed and returned the Quote and Company has provided a countersignature by a company officer or other authorized representative.
10. **Acceptance:** The acceptance of this Agreement is included as part of the accompanying Quote.

Deposit Invoice No. 710-01

August 9, 2024 | Page 1 of 1



Customer City of Wyoming

Reference Pylon Directional Sign

Payment Type

Bill to
City of Wyoming
Robb Linwood
26885 Forest Blvd
Wyoming, MN 55092
US

Ship to
City of Wyoming
Robb Linwood
26885 Forest Blvd
Wyoming, MN 55092
US

T: (651) 462-0575

T: (651) 462-0575

Quote Ref.	4848	Order Ref.		Terms	Upon receipt	SR	Russ Anderson
F.O.B.	N/A	Customer PO	N/A	Ship Method		PM	Russ Anderson

Description	Amount
Deposit Invoice 50% Down 50% Upon Completion	9,997.50

REMIT TO:	Total	9,997.50
Indigo Signs		
1622 Main Avenue		
Fargo, ND 58103		
US		
T: (701) 297-9696 F: (701) 297-9697		
Email: ar@indigosigns.com		

EDA Communication

Date: August 5, 2024

Presented to: EDA Members

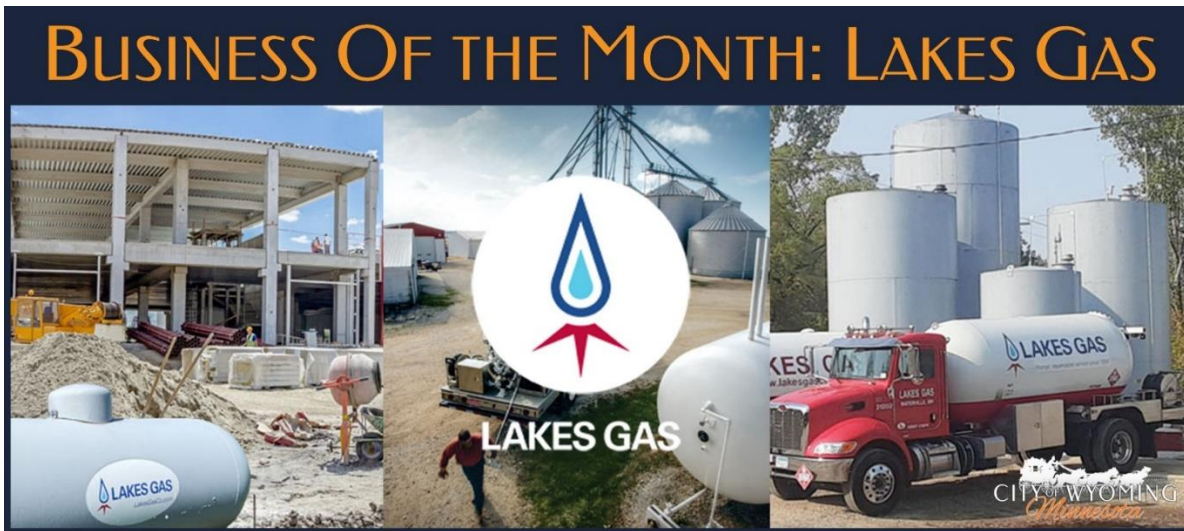
Presented by: Robb Linwood, City Administrator

Department: Administration

Reference: Updates

Method: Communications

Wyoming EDA Business of the Month for July



Wyoming's EDA Business of the Month:

Lakes Gas – The right choice for propane in the Upper Midwest

Celebrating 65 years! Join Lakes Gas at their Open House on Monday, July 1 from 3-7 pm. Food, giveaways, door prizes, coupons and more!

Mission

Thinking about finding a new propane company, and wondering why you should become part of the Lakes Gas family? Here are seven characteristics that make us stand out from the crowd.

As part of the Lakes Gas family, you'll get a company that is:

1. Flexible with supply. Sometimes the propane industry sees supply shortages, but even when that happens, you won't feel it in the least. Here's why: We're able to draw from multiple sources, including our rail facilities and refinery suppliers, in order to get gas to you even when our competition can't.
2. Priced like the local guys. When you go with Lakes Gas, you won't see excessive fees or any of the other "extras" that make some of our larger competitors so expensive. Our local pricing keeps your bills under control - always.

3. Family owned and operated. Founded in 1959, our history runs deep, and we take pride in that as we continue to grow.
 4. Motivated and inspired by your comfort and convenience. Your comfort shouldn't be a chore so we make it easy with programs like our Easy Pay and Automatic Delivery. It's what keeps us going and it's the reason we show up every day.
 5. Proud to deliver a personalized experience to every customer. With technicians, service reps and more at each of our 54 locations, it's easy to wonder whether customers get a truly personal experience. Spoiler alert: You do! We'll get to know each other as we make sure you're getting what you need when you need it.
 6. Focused on your safety. For both you and our own team, we maintain an uncompromising level of safety. We'll make sure you understand your propane system and how to work it, and we perform an inspection every time we refill your tank.
 7. An active supporter of local communities. Whether we're making charitable contributions or volunteering our time, we work hard to make a difference in the communities where our employees and customers live and work.
- For more information - <https://www.lakesgas.com>



Wyoming EDA Business of the Month for August

Kevin's Kar Wash – Automatic & Self Service Wash for Cars, Trucks, Boats, RVs and Trailers

Conveniently located on the northeast corner, right off of I35 at the Wyoming, MN exit on Viking Blvd. The perfect car wash for people coming back from their trip up north to clean their car, pickup, RV, ice castle, travel trailer, or even their pontoon boat. Have a semi-tractor that needs cleaning? Our 14 foot high bays are an ideal spot to keep your rig looking great.

Kevin's Kar Wash has 3 self service bays as well as a fully automatic touchless wash for those who don't want to leave their vehicle. And, with 3 vacuum stations, you won't need to wait to clean out the inside of your car or truck.

Hours: Every day from 8 am to 8 pm (*closed if temperature is at or below 0 degrees F*)

For more information -

<https://kevinskarwash.com/>

Reuter Walton and Duffy Development Update:

At the July 2, 2024 City Council Meeting the city council approved resolutions of support to potentially utilize TIF for both projects if they receive financing from MHFA. The Developers will submit applications to MHFA for their projects and they should receive information back at the end of November if they receive Tax credits. We will keep the EDA up to date with any new information.