

**AGENDA
CITY COUNCIL
REGULAR MEETING
CITY OF WYOMING, MINNESOTA
JANUARY 20, 2026
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 January 6, 2026

SCHEDULED BID LETTINGS:

SCHEDULED PUBLIC HEARINGS:

2. To consider **Resolution 26-01-11** a resolution ordering the project and authorizing the preparation of plans and specifications for the 2026 Street Improvement Project

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 January 7, 2026 to January 20, 2026
4. To consider **Resolution 26-01-12** a resolution authorizing payment to WillScot for Public Works Trailer fees and associated work in the amount of \$17,774.08
5. To consider **Resolution 26-01-13** a resolution approving BergankDVK to conduct the annual audit services for the year ended December 31, 2025 in the amount of \$44,900.00

6. To consider **Resolution 26-01-14** a resolution to approve invoices from Wold Architects for Design Development for city facilities in the amount of \$49,944.11
7. To consider approving payment to the League of Minnesota Cities for Workers Compensation Insurance for February 2026 to February 2027 in the amount of \$79,197.00
8. To consider authorizing payment of annual dues to the League of Minnesota Cities in the amount of \$10,217.00 for January 1, 2026 to December 31, 2026 and Membership in the Minnesota Mayors Association for the same fiscal year in the amount of \$30.00
9. To consider advertising for two seasonal summer positions with the Public Works Department at a wage of \$16.00-\$18.00/hr

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

10. Report of the Public Safety Director, Neil Bauer, for January 14, 2026
11. Report of City Building Official, Fred Weck, IV for January 14, 2026.
12. Report of the City Attorney, Tom Loonan, for January 14, 2026
13. Report of City Engineer Mark Erichson, WSB for January 14, 2026
14. Report of the Public Works Superintendent, Steve Reeves, for January 13, 2026

COMMUNICATIONS:

OLD BUSINESS:

NEW BUSINESS:

15. To consider **Resolution 26-01-15** a resolution approving a Conditional Use Permit extension for Sunrise River Bank. Location: East Viking Boulevard, Greenwood Golf Course Site. Applicant: Northern Tier Development, LLC; Richard Morris. Property ID: 21.10320.31
16. To consider **Resolution 26-01-16** a resolution approving the Final Plat D-25-010, Sunrise at Carlos Avery. Location: East Viking Boulevard, Greenwood Golf Court Site. Applicant: LandDevCo of Wyoming, LLC; Richard Morris. Property ID: 21.10320.32
17. To consider Local Board of Appeal and Equalization Hearing date and location for 2026

COUNCIL REPORTS:

ADJOURN

**DRAFT MINUTES
CITY COUNCIL
REGULAR MEETING
CITY OF WYOMING, MINNESOTA
JANUARY 6, 2026
7:00 PM**

CALL TO ORDER:

Mayor Lisa Iverson called the Regular Meeting of the Wyoming City Council for January 6, 2026, 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, Neil Bauer - Public Safety Director, Fred Weck - Zoning Administrator/Building Official, and Steve Reeves - Public Works Superintendent

DETERMINATION OF A QUORUM:

PLEDGE OF ALLEGIANCE:

ANNUAL MEETING:

1. Designate Official Newspaper for 2026

Assistant City Administrator MacFarlane – Outlined the options for official newspaper and explained the recommendation for approval of Chisago County Press.

A MOTION WAS MADE BY COUNCILMEMBER OHNSTAD, SECONDED BY COUNCILMEMBER LUGER, TO APPROVE RESOLUTION 26-01-01, A RESOLUTION DESIGNATING THE CHISAGO COUNTY PRESS AS THE OFFICIAL NEWSPAPER FOR THE CITY OF WYOMING FOR THE YEAR 2026.

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

Voting Nay: None

Abstain: None

Absent: None

2. Set Annual Fees for City Services in 2026

Assistant City Administrator MacFarlane – Highlighted some of the proposed changes to the City's Fee Schedule for 2026.

Council Member Nanko Yeager – Asked questions related to some of the proposed fees and shared concerns she had with them.

A MOTION WAS MADE BY COUNCILMEMBER LUGER, SECONDED BY COUNCILMEMBER SCHILLING, TO APPROVE RESOLUTION 26-01-02, A RESOLUTION ESTABLISHING THE ANNUAL FEES FOR CITY SERVICES FOR 2026.

Voting Aye: Schilling, Luger, Ohnstad, Iverson

Voting Nay: Nanko Yeager

Abstain: None
Absent: None

3. Designate Electronic Fund Transfer and Payments for Claims

Assistant City Administrator MacFarlane – Noted that the City’s auditor has indicated that it would be a best practice to adopt this resolution on an annual basis and gave examples of when this situation would arise.

A MOTION WAS MADE BY COUNCILMEMBER SCHILLING, SECONDED BY COUNCILMEMBER OHNSTAD, TO APPROVE RESOLUTION 26-01-03, A RESOLUTION DELEGATING AUTHORITY TO MAKE ELECTRONIC FUNDS TRANSFERS AND PAYMENT OF CLAIMS PRIOR TO BOARD APPROVAL TO THE CITY ADMINISTRATOR AND THEIR DESIGNEES FOR 2026.

Voting Aye: Schilling, Nanko Yeager, Luger, Ohnstad, Iverson
Voting Nay: None
Abstain: None
Absent: None

4. Review Council Appointments to Boards, Commissions, Committees, and Board of Trustees of Fire Department Volunteer Relief Association

A MOTION WAS MADE BY COUNCILMEMBER SCHILLING, SECONDED BY COUNCILMEMBER LUGER, TO APPROVE RESOLUTION 26-01-04, A RESOLUTION MAKING APPOINTMENTS TO BOARDS, COMMISSIONS, COMMITTEES, AND THE BOARD OF TRUSTEES OF FIRE DEPARTMENT VOLUNTEER RELIEF ASSOCIATION FOR 2026.

Voting Aye: Schilling, Nanko Yeager, Luger, Ohnstad, Iverson
Voting Nay: None
Abstain: None
Absent: None

5. Designate Official Depository for City Funds for 2026

A MOTION WAS MADE BY COUNCILMEMBER SCHILLING, SECONDED BY COUNCILMEMBER LUGER, TO APPROVE RESOLUTION 26-01-05, A RESOLUTION DESIGNATING THE OFFICIAL DEPOSITORIES FOR THE CITY OF WYOMING FOR THE CALENDAR YEAR 2026.

Voting Aye: Schilling, Nanko Yeager, Luger, Ohnstad, Iverson
Voting Nay: None
Abstain: None
Absent: None

6. Elect an Acting Mayor to Serve in the Absence of the Mayor during 2026

Mayor Iverson – Nominated Councilmember Luger to serve as Acting Mayor in 2026.

A MOTION WAS MADE BY COUNCILMEMBER SCHILLING, SECONDED BY COUNCILMEMBER OHNSTAD, TO ELECT COUNCILMEMBER LUGER TO SERVE AS ACTING MAYOR IN THE ABSENCE OF MAYOR IVERSON DURING 2026.

Voting Aye: Schilling, Nanko Yeager, Luger, Ohnstad, Iverson
Voting Nay: None
Abstain: None
Absent: None

7. Establishing 2026 Regular Meeting Nights of the City Council of the City of Wyoming and Budget Calendar for 2027

Assistant City Administrator MacFarlane – Reviewed the proposed City Council meeting dates for 2026 and the proposed Budget Process Calendar for 2027.

A MOTION WAS MADE BY MAYOR IVERSON, SECONDED BY COUNCILMEMBER LUGER, TO APPROVE THE 2026 REGULAR MEETING NIGHTS OF THE CITY COUNCIL OF THE CITY OF WYOMING AND BUDGET PROCESS CALENDAR FOR 2027, AS PRESENTED.

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

Voting Nay: None

Abstain: None

Absent: None

OPEN FORUM:

APPROVAL OF MINUTES:

8. Consider approving the minutes of the “Work Session Meeting” of the Wyoming, Minnesota City Council for December 16, 2026

A MOTION WAS MADE BY COUNCILMEMBER SCHILLING, SECONDED BY COUNCILMEMBER LUGER, TO APPROVE THE MINUTES OF THE “WORK SESSION MEETING” OF THE WYOMING, MINNESOTA CITY COUNCIL FOR DECEMBER 16, 2025, AS SUBMITTED.

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

Voting Nay: None

Abstain: None

Absent: None

9. Consider approving the minutes of the “Regular Meeting” of the Wyoming, Minnesota City Council for December 16, 2025

A MOTION WAS MADE BY COUNCILMEMBER SCHILLING, SECONDED BY MAYOR IVERSON, TO APPROVE THE MINUTES OF THE “REGULAR MEETING” OF THE WYOMING, MINNESOTA CITY COUNCIL FOR DECEMBER 16, 2025, AS SUBMITTED.

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

Voting Nay: None

Abstain: None

Absent: None

SCHEDULED BID LETTINGS: NONE

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.

10. To consider authorizing the payment of recommended bills, payroll, and journal entries for the period from December 27, 2025, to January 6, 2026

11. To consider accepting the resignation of Kenny Hyrkas from the Wyoming Fire

Department

12. To consider **Resolution 26-01-06**, a resolution approving the issuance of various Tobacco, Massage, and Waste Hauler licenses in the City of Wyoming for the year 2026
13. To consider **Resolution 26-01-07**, a resolution approving a Low Potency Hemp Edible Registration Application for the Wyoming Smoke Shop in the City of Wyoming for 2026
14. To consider **Resolution 26-01-08**, a resolution authorizing payment of 2025 Compost Site fees to the City of Lindstrom in the amount of \$13,103.00
15. To consider **Resolution 26-01-09**, a resolution authorizing payment for Agenda Management Software for the year 2026 to Civic Plus in the amount of \$10,552.32

A MOTION WAS MADE BY COUNCILMEMBER SCHILLING, SECONDED BY COUNCILMEMBER OHNSTAD, TO APPROVE #10, #11, #12, #13, #14, and #15 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:

16. Report of the Public Safety Director Neil Bauer for December 30, 2025
17. Report of City Building Official Fred Weck, IV for December 29, 2025
18. Report of City Attorney Tom Loonan for December 30, 2025
19. Report of City Engineer Mark Erichson, WSB for January 2, 2026
20. Report of Public Works Superintendent Steve Reeves for December 30, 2025

COMMUNICATIONS:

OLD BUSINESS

NEW BUSINESS

21. To consider **Resolution 26-01-10**, a resolution approving the Final Plat of "Summer Fields 4th Addition" at Property ID Number: 21.10582.50

Zoning Administrator/Building Official Weck – Outlined the details of the proposed Final Plat of "Summer Fields 4th Addition" and the recommendation from staff and the Planning Commission for approval.

Council Member Nanko Yeager – Referenced concerns that were shared from a resident south of this development and asked if they had been addressed.

City Engineer Erichson – Noted that the concerns had been addressed and the plans were in excess of the City's rules. He explained that staff were comfortable with what the applicant had proposed related to stormwater.

A MOTION WAS MADE BY COUNCILMEMBER SCHILLING, SECONDED BY COUNCILMEMBER LUGER, TO APPROVE RESOLUTION 26-01-10, A RESOLUTION APPROVING THE FINAL PLAT OF "SUMMER FIELD 4TH ADDITION" AT PROPERTY ID NUMBER: 21.10582.50

Voting Aye: Schilling, Nanko Yeager, Luger, Ohnstad, Iverson
Voting Nay: None
Abstain: None
Absent: None

22. To consider the establishment and posting of a Part-Time Firefighter position within the Wyoming Fire Department

Public Safety Director Bauer – Outlined the request to establish a Part-Time Firefighter position and post the opening. He reviewed the proposed starting salary rate range within the City's step system, expected duties, and projected hours per week.

Mayor Iverson – Confirmed that the City had already planned for this position within their 2026 budget.

Council Member Nanko Yeager – Asked how often and how frequently fire inspections should be happening.

Zoning Administrator/Building Official Weck – Briefly outlined the frequency and process of conducting fire inspections.

Council Member Nanko Yeager – Stated their opposition to the new position due to the new Police/Fire/Admin building project. Suggested fire inspections be completed in a different way.

Council Member Luger – Expressed concern about potential liability and financial impact to the City for the City not conducting fire inspections.

City Attorney Loonan – Explained that the City has an obligation to ensure the buildings are compliant with zoning codes, but noted that the City did not have a lot of civil liability.

Public Safety Director Bauer –

Mayor Iverson –they needed to provide these services to residents and businesses. She stated that she was in favor of this position as well as the upcoming agenda item for a part-time CSO because they have to take care of their residents.

A MOTION WAS MADE BY MAYOR IVERSON, SECONDED BY COUNCILMEMBER OHNSTAD, TO ESTABLISH AND POST A PART-TIME FIREFIGHTER POSITION WITHIN THE WYOMING FIRE DEPARTMENT.

Voting Aye: Schilling, Luger, Ohnstad, Iverson
Voting Nay: Nanko Yeager
Abstain: None
Absent: None

23. To consider the establishment and posting of a Part-Time Community Service Officer (CSO) position with the Wyoming Police Department

Public Safety Director Bauer – Reviewed the request to establish a Part-Time Community Service Officer within the Wyoming Police Department and post the opening. He reviewed the expected hours, salary range, and duties for this position.

Council Member Schilling – Expressed his support for this position and noted that he is in favor of the Police Officers no longer needing to handle code issues.

Council Member Nanko Yeager – Stated that she had the same concerns with this position as she did in relation to the part-time Firefighter position.

A MOTION WAS MADE BY MAYOR IVERSON, SECONDED BY COUNCILMEMBER OHNSTAD, TO ESTABLISH AND POST A PART-TIME COMMUNITY SERVICE OFFICER (CSO) POSITION WITH THE WYOMING POLICE DEPARTMENT

Voting Aye: Schilling, Luger, Ohnstad, Iverson

Voting Nay: Nanko Yeager

Abstain: None

Absent: None

COUNCIL REPORTS:

Council Member Ohnstad – No report.

Council Member Nanko Yeager – No report.

Council Member Luger – No report.

Council Member Schilling – No report.

Mayor Iverson – No report.

Public Safety Director Bauer – Stated that Coffee with a Cop will be on January 21, 2026, at 8:00 a.m. at the Wyoming McDonald's.

A MOTION WAS MADE BY COUNCILMEMBER LUGER, SECONDED BY COUNCILMEMBER SCHILLING, TO ADJOURN THE JANUARY 6, 2026, "REGULAR MEETING" OF THE WYOMING, MINNESOTA CITY COUNCIL REGULAR MEETING AT 7:48 PM

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:
JANUARY 20, 2026
7:00 PM

Request for Council Action

Date: January 20, 2026

To: Wyoming City Council, Mayor Lisa Iverson, Councilmembers Claire Luger, Linda Nanko Yeager, Brett Ohnstad, and Dennis Schilling

Cc: Robb Linwood; File

From: City Engineer, Mark Erichson, PE

RE: 2026 Street Improvement Project – Public Hearing and Consider Ordering the Improvements and Authorizing the Preparation of Plans and Specifications

Background and supporting documentation of request:

The proposed improvements for the 2026 Street Improvement Project consist of pavement rehabilitation, partial curb and gutter replacement and optional trail improvements along the following roadways:

- Freeport Avenue from 259th Street to Forest Boulevard Trail
- 258th Street from Freeport Avenue to Goldfinch Avenue
- Goldfinch Avenue from 259th Street to Goodview Avenue
- Friesland Court from 258th Street to cul-de-sac
- 257th Street from Highway 61 to Forest Boulevard Trail
- Forest Boulevard Trail from 257th Street to Goodview Avenue
- Forest Boulevard Circle from Forest Boulevard Trail to cul-de-sac
- Freeport Avenue from Forest Boulevard Trail to dead end
- Forest Boulevard Lane from Forest Boulevard Trail to Freeport Avenue

The proposed improvements also include an **optional** replacement of the existing bituminous trail that traverses throughout the project area behind the homes through City Owned land. Schedule B – Trail Improvements outlines the costs associated with full replacement of the existing bituminous trail plus additional spot concrete sidewalk replacement. The spot concrete sidewalk replacement is recommended to be completed, while the bituminous trail replacement is at the discretion of the City Council to be completed as part of this project or a future trail improvement project.

The total estimated project cost for the 2026 Street Improvement Project is approximately **\$2,475,000** which incorporates 2026 construction costs and includes a 5% construction contingency and indirect costs in the amount of 25% of the estimated construction costs. The project costs and funding are summarized as follows:

2026 Street Improvement Project City of Wyoming, MN Project Costs and Funding			
Improvements	City Fund	Special Assessments	Total
Schedule A - Street Improvements	\$1,652,328	\$413,082	\$2,065,410
Schedule B - Trail Improvements	\$384,645	\$0	\$384,645
Schedule C - Watermain Improvements	\$24,938	\$0	\$24,938
Total Improvements	\$2,061,911	\$413,082	\$2,474,993

Funding for the project will come from the Roadway Improvement Funds, Watermain Enterprise Fund, and special assessments to benefiting properties.

The proposed unit assessment is estimated as follows:

- 2026 Street Improvement Project - \$1,665.65

The public hearing is scheduled for 7:00 p.m. January 20, 2026 at Wyoming City Hall. Staff will give a PowerPoint presentation of the project and Council will follow with opening the public hearing for public comment and consider ordering the project improvements and authorizing the preparation of plans and specifications.

Recommendation:

Approve **Resolution No. 26-11-2026**, a resolution Ordering the Project and Authorizing the Preparation of Plans and Specifications for the 2026 Street improvement Project.

RESOLUTION NO. 26-01-11

A RESOLUTION ORDERING THE PROJECT AND AUTHORIZING THE PREPARATION OF PLANS AND SPECIFICATIONS FOR THE 2026 STREET IMPROVEMENT PROJECT

WHEREAS, pursuant to resolution of the Council adopted October 7, 2025, a report was prepared by WSB, with reference to the improvement of the following:

- Freeport Avenue from 259th Street to Forest Boulevard Trail
- 258th Street from Freeport Avenue to Goldfinch Avenue
- Goldfinch Avenue from 259th Street to Goodview Avenue
- Friesland Court from 258th Street to cul-de-sac
- 257th Street from Highway 61 to Forest Boulevard Trail
- Forest Boulevard Trail from 257th Street to Goodview Avenue
- Forest Boulevard Circle from Forest Boulevard Trail to cul-de-sac
- Freeport Avenue from Forest Boulevard Trail to dead end
- Forest Boulevard Lane from Forest Boulevard Trail to Freeport Avenue

WHEREAS, it is proposed to construct the proposed improvements as described in the feasibility report dated December 16, 2025, prepared by WSB, along the above-referenced roadway and to assess benefited properties for all or a portion of the improvement, pursuant to Minnesota Statutes, Chapter 429; and

WHEREAS, the City Council has received and accepted the feasibility report prepared by the City Engineer on December 16, 2025, for the 2026 Street Improvement Project; and

WHEREAS, the statute provided that no such improvements shall be made until the Council has held a public hearing on such improvements following mailed notice and two publications thereof in the official newspaper stating time and place of the hearing, the general nature of the improvement, the estimated costs thereof, and the area proposed to be assessed, in accordance with the law; and

WHEREAS, a resolution of the City Council adopted on the 16th day of December 2025, fixed a date for the Council public hearing on the proposed improvements; and

WHEREAS, ten days' mailed notice and two weeks' published notice in advance of said public hearing was given and the hearing was held thereon on the 20th day of January 2026, at which time all persons desiring to be heard were given an opportunity to be heard thereon.

NOW THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE CITY OF WYOMING:

1. Such improvement is necessary, cost-effective, and feasible as detailed in the feasibility report for the 2026 Street Improvement Project
2. Such improvement is hereby ordered as proposed in this Council resolution

adopted January, 20, 2026.

3. The improvements described in the notice of public hearing and the feasibility report are hereby designated and shall be known as the 2026 Street Improvement Project
4. The City Council shall let the contract for all or part of the work for said improvements or order all or part of the work done by day labor or otherwise as authorized by Minnesota Statutes, Section 429.041, Subdivision 2 within one year of the date of this Resolution ordering said improvements.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF WYOMING THIS 20TH DAY OF JANUARY, 2026.

Lisa Iverson, Mayor

ATTEST:

Robb Linwood, City Administrator/Clerk

(seal)



Request for Council Action

Date: January 16, 2026

Presented to: Mayor Iverson and City Council Members

Department: Administration

Reference: Authorize City Claims

Method: Consent

Background Information:

Minnesota law provides that the city council has full authority over the city's financial affairs, including the disbursement of public funds. All written instruments must be executed by the mayor and clerk/administrator, pursuant to authority granted by the council.

City Staff has prepared a list of recommended bills, payroll, and journal entries (claims) for Council consideration. Claims may be inspected by the public at the Wyoming City Hall Building (26885 Forest Blvd.) upon request.

Recommended action: Authorize payment of recommended bills, payroll, and journal entries for the period of January 7, 2026 to January 20, 2026.



Request for Council Action

Date: January 13, 2026

Presented to: Mayor Iverson and City Council Members

Presented by: Steve Reeves, Public Works Superintendent

Department: Public Works

Reference: Office Trailer Rental

Method: Consent

Background Information: As a part of the 2026 budget, the City Council approved funding for a double wide office trailer for the Public Works Department. This double-wide trailer will allow the Department to have a break room and meeting room, something not currently possible with the single-wide trailer. In preparation for their services, WillScot has requested payment for the pick-up and removal of the single wide trailer as well as the delivery, drop off, and set-up of the double wide. We will be able to capitalize on reduced fees due to being return customers.

Recommendation: To approve payment to WillScot in the amount of \$17,774.08 for costs associated with delivery, set up, anchoring, placement, and skirting of the doublewide office trailer as well as removal of the single wide.

PUBLIC WORKS

Phone: 651-462-0580 • Fax: 651-462-0581

PO Box 188 • 26490 Faxton Avenue • Wyoming, MN 55092

RESOLUTION NO. 26-01-12

**A RESOLUTION AUTHORIZING PAYMENT TO WILLSCOT FOR PUBLIC
WORKS DEPARTMENT TRAILER FEES AND ASSOCIATED WORK IN
THE AMOUNT OF \$17,774.08**

WHEREAS, the Public Works currently utilizes a single wide trailer as their office space and break area; and

WHEREAS, the City Council approved the lease of a double wide trailer for Public Works in 2026; and

WHEREAS, WillScot will conduct the removal of the current single wide trailer; and

WHEREAS, WillScot will conduct the delivery, placement, anchoring, set-up, and skirting of the new double wide trailer; and,

WHEREAS, WillScot shall perform this work in the total amount of \$17,774.08.

NOW, THEREFORE BE IT RESOLVED, the City of Wyoming authorizes payment to WillScot for Public Works Department Trailer Fees and Associated Work in the amount of \$17,774.08.

**ADOPTED BY THE CITY COUNCIL OF THE CITY OF WYOMING THIS 20TH
DAY OF JANUARY, 2026.**

CITY OF WYOMING

By: _____
Lisa Iverson, Mayor

ATTEST
:

Robb Linwood, City Administrator/Clerk

Engagement Agreement

GOVERNMENTAL AUDIT | YELLOW BOOK

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	December 19, 2025
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
As of and for the year ended December 31, 2025
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	N/A

Engagement Partner

Nancy Schulzetenberg

Fees

We estimate that our fees for services will be \$37,900 for the audit, \$4,000 - \$6,000, per program, for a single audit, if necessary and \$7,000 for the Fire Relief Association audit, with the fees for the IRS form 990 billed separately. Additional assistance related to new GASB standards, 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; for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers); and for the evaluation of whether there are any conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for the 12 months after the financial statements date or shortly thereafter (for example, within an additional three months if currently known). 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 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.creativeplanning.com/client-login/ 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>	<i>Robb Linwood</i>
Title:	Title:
Shareholder	City Administrator

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; 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

PROFESSIONAL SERVICES TERMS AND CONDITIONS

Provider additional fees based in part upon the amount of time required at our standard billing rates, plus out-of-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 upon 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. A 25% collection fee will be imposed on any invoice sent to collections. 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

PROFESSIONAL SERVICES TERMS AND CONDITIONS

that Client incurs resulting from Service Provider's suspension of Services until all amounts due are paid in full to Service Provider.

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

PROFESSIONAL SERVICES TERMS AND CONDITIONS

Agreement. In the event that such protective order or other remedy is not obtained, or that the disclosing Party waives 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. If applicable, 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. 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.

6.3. 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.

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, judgements, 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

PROFESSIONAL SERVICES TERMS AND CONDITIONS

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 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.

PROFESSIONAL SERVICES TERMS AND CONDITIONS

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.

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. 26-01-13

**A RESOLUTION APPROVING BERGANKDV
TO CONDUCT THE ANNUAL AUDIT SERVICES
FOR THE YEAR ENDED DECEMBER 31, 2025
IN THE AMOUNT OF \$44,900.00**

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 2024, 2025, and 2026; and

WHEREAS, The City of Wyoming is required by State Statue 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

**ADOPTED BY THE CITY COUNCIL OF THE CITY OF WYOMING THIS 20TH
DAY OF JANUARY, 2026**

CITY OF WYOMING

By: _____
Lisa Iverson, Mayor

ATTEST:

Robb Linwood, City Administrator/Clerk

RESOLUTION NO. 26-01-14

**A RESOLUTION APPROVING INVOICES FROM WOLD ARCHITECTS FOR
DESIGN DEVELOPMENT FOR THE CITY FACILITIES PROJECT IN THE
AMOUNT OF \$49,944.11**

WHEREAS, the City has been engaged in long-term facility planning since 2019;
and,

WHEREAS, the City entered into a purchase agreement for the property located
at 26263 Forest Boulevard in 2025 to serve as an office for Police and
Administration staff; and,

WHEREAS, the current City Hall building will be remodeled into a dedicated Fire
Station; and,

WHEREAS, the City has utilized Wold Architectural Services for the development
of this project; and,

WHEREAS, Wold Architects has provided invoices for Design Development of the
project; and,

THEREFORE BE IT RESOLVED, the City of Wyoming authorizes the approval of
invoices from Wold Architects for Design Development for city facilities in the
amount of \$49,944.11.

**ADOPTED BY THE CITY COUNCIL OF THE CITY OF WYOMING ON THE
20TH DAY OF JANUARY, 2026.**

CITY OF WYOMING

By: _____
Lisa Iverson, Mayor

ATTEST:

Robb Linwood, City Administrator/Clerk



Request for Council Action

Date: January 13, 2026

Presented to: Mayor Iverson and City Council Members

Presented by: Robb Linwood, City Administrator

Department: Administration

Reference: City of Wyoming LMCIT Workers Compensation Coverage for 2026

Method: Consent Agenda

Background Information:

The City of Wyoming has its workers compensation insurance through the League of Minnesota Cities Insurance Trust (LMCIT). LMCIT's fundamental purpose is to cover the workers' compensation, property, liability, and auto risks of Minnesota's cities and to mitigate hazards. The organization was created by cities, for cities, and makes serving cities a priority. LMCIT funds not needed for claims, expenses, or reserves are returned to members as a dividend. With certain exceptions, all cities must pay workers' compensation benefits to its employees for all injuries from accidents arising out of, and in the course of, city employment. The law is designed to ensure the quick and efficient delivery of benefits to injured workers.

The City's experience modification rate (EMR) has improved significantly, dropping from 0.78 in 2025 to 0.75 in 2026. The EMR measures an employer's workers' compensation claims history against others in the same industry and of similar size. A rate of 1.0 represents the industry average, meaning claims frequency and severity are as expected. An EMR below 1.0 reflects better-than-average safety and fewer claims, while a rate above 1.0 indicates higher-than-average losses.

A 0.75 EMR is fantastic and shows the City's safety performance is well above average. This achievement reflects the hard work and dedication of staff across all departments to maintain a safe workplace. An EMR of 0.78 represents a 25% discount compared to the industry average, saving the City approximately \$28,995 in workers' compensation premiums for 2026. This result underscores the City's strong commitment to safety and the success of ongoing efforts to minimize risks and protect employees.

Recommendation: That the Wyoming City Council approve the 2026 Workers Compensation coverage in the amount of \$79,197.00

League of Minnesota Cities Insurance Trust

Group Self-Insured Workers' Compensation Plan
145 University Avenue West St. Paul, MN 55103-2044 Phone (651) 215-4173

Notice of Premium Options for Standard Premiums of \$50,000 - \$100,000

WYOMING, CITY OF
PO BOX 188
WYOMING, MN 55092-0188

Agreement No.: WC 1001723_Q-10
Agreement Period:
From: 02/26/2026
To: 02/26/2027

Enclosed is a quotation for workers' compensation deposit premium. **Note: Renewal Coverage will be bound as per the expiring coverage arrangement, including coverage for elected and appointed officials, with the premium indicated on the quote, unless the member or agent sends a written request not to bind renewal coverage.**

<u>PAYROLL DESCRIPTION</u>	<u>CODE</u>	<u>RATE</u>	<u>ESTIMATED PAYROLL</u>	<u>DEPOSIT PREMIUM</u>
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SEE ATTACHED SCHEDULE FOR DETAILS

Manual Premium	115,981
Credit 0.75	-28,995
Standard Premium	86,986
Deductible Credit 0.00%	0
Premium Discount	-7,789
Net Deposit Premium	\$79,197
Adjustment for Commission*	0
Total Net Deposit Premium	\$79,197

*Workers compensation rates assume a 2% standard commission. The commission adjustment accounts for the commission difference, above or below 2%.

Agent:

00667 SF Insurance Group LLC
Po Box 441
Chisago City, MN 55013-0441

Notice of Premium Options for Standard Premiums of \$50,000 - \$100,000 (Con't)

OPTIONS

Please indicate below the premium option you wish to select. You may choose only one option and you cannot change options during the agreement period.

1. ☐ Regular Premium Option	Net Deposit Premium	Commission Adjustment	Total Net Deposit Premium
	79,197	0	79,197

2. ☐ Deductible Premium Option

Deductible options are available in return for a premium credit applied to your estimated standard Premium of \$ 86,986. The deductible will apply per occurrence to paid medical costs only. There is no aggregate limit.

	Deductible per Occurrence	Premium Credit	Credit Amount	Net Deposit Premium	Commission Adjustment	Total Net Deposit Premium
☐	\$250	0.60%	-522	78,675	0	78,675
☐	\$500	1.10%	-957	78,240	0	78,240
☐	\$1,000	1.90%	-1,653	77,544	0	77,544
☐	\$2,500	3.50%	-3,045	76,152	0	76,152
☐	\$5,000	5.00%	-4,349	74,848	0	74,848
☐	\$10,000	7.00%	-6,089	73,108	0	73,108
☐	\$25,000	11.50%	-10,003	69,194	0	69,194
☐	\$50,000	15.00%	-13,048	66,149	0	66,149

3. ☐ Retrospective Rates Premium Option

	Retro-Rated Minimum Factor	Est. Minimum Premium	Retro-Rated Maximum Factor	Est. Maximum Premium
☐	0.614 %	53,409	1.300 %	113,082
☐	0.574 %	49,930	1.500 %	130,479
☐	0.500 %	43,493	2.000 %	173,972

This quotation is for a deposit premium based on your estimate of payroll and selected options. Your final actual premium will be computed after an audit of payroll subsequent to the close of your agreement year and will be subject to revisions in rates, payrolls and experience modification. While you are a member of the LMCIT Workers' Compensation Plan, you will be eligible to participate in dividend distributions from the Trust based upon claims experience and earnings of the Trust.

If you desire the coverage offered above, please return this signed document for the option you have selected.

This quotation should be signed by an authorized representative of the member requesting coverage.

**Notice of Premium Options for Standard Premiums of \$50,000 - \$100,000
(Con't)**

_____	_____	_____
Signature	Title	Date

Workers' Compensation Insurance

FOR MINNESOTA CITIES

**City coverage is about more
than premiums.**

Created by cities, for cities, the League of Minnesota Cities Insurance Trust is the number one choice for city workers' compensation insurance in Minnesota.

What is included in your quote?

- Workers' Compensation Coverage for employees, public safety volunteers, and elected and appointed officials.
- Employers' Liability Coverage with limits aligned with Minnesota's \$1.5M municipal tort cap.
- Infection Disease Diagnostic Testing Coverage for testing required by OSHA for exposure to infectious diseases.
- Supplemental Volunteer Accident Coverage for non-public safety volunteers.
- Access to our full loss control service portfolio, including Regional Safety Groups (if eligible), online training, site visits, public-safety-specific consultations, and more.
- Potential dividends returned to members when possible.
- Extensive experience with Minnesota law and city statutes.
- Accessible, responsive claims service trusted by cities across the state for over 40 years.





Invoice Number: 441311

Membership Dues Invoice

For the Period covering January 1 - December 31, 2026

City of Wyoming

Dues Amount: \$10,217

(Dues amount rounded to nearest dollar.)

Population: 8,196

(Population represents the 2024 State Demographer and Metropolitan Council Estimates.)

Dues are based on your population. See how we calculated your dues at: www.lmc.org/dues

For membership dues in the League of Minnesota Cities for the year beginning January 1, 2026. Annual dues for membership in the League of Minnesota Cities include subscriptions to Minnesota Cities magazine.* Pursuant to the disclosure requirements of Minnesota Statutes, Section 6.76, the proportionate amount of dues spent for lobbying purposes is 10.6%. This percentage is reported to the State Auditor as required by statute.

Payment from Public Funds Authorized by Minn. Stats, Sec. 465.58

I declare under the penalties of law that the foregoing account is just and correct and that no part of it has been paid.

Dated: January 1, 2026

Luke Fischer
Executive Director, League of Minnesota Cities

Please Remit To:

Finance Department
League of Minnesota Cities
145 University Ave W
St Paul, MN 55103-2044

Include this invoice or reference
invoice #441311 with your
payment.

Questions: billing@lmc.org
Phone: (651) 281-1200

*Annual dues include subscriptions to *Minnesota Cities* magazine at \$30 per subscription; the League reserves the right to limit the number of magazine subscriptions a member organization receives. This information is provided to meet USPS regulations; please do not factor in the value of the subscription when paying your dues invoice.



MMA Executive Committee

President
Julie Maas-Kusske
Maple Plain
(763) 350-2921
juliemaaskusske@mapleplainmn.gov

1st Vice President
Jennifer Labadie
Shorewood
(952) 836-8719
JLabadie@ci.shorewood.mn.us

2nd Vice President
Lisa Iverson
Wyoming
(651) 462-0575
liverson@wyomingmn.org

3rd Vice President
Vacant

Past President
Courtney Johnson
Carver
(612) 702-7703
cjohnson@cityofcarver.com

Treasurer
Luke Fischer
Executive Director
LMC
(651) 281-1279
lfischer@lmc.org

League Contact:
Madison Hagenau
Engagement Manager
League of Minnesota Cities (LMC)
145 University Avenue West
St. Paul, MN 55103-2044
mhagenau@lmc.org

Membership Dues for the Minnesota Mayors Association

For the Fiscal Year Beginning January 1, 2026

**Annual Dues
for
Minnesota Mayors Association Membership.....\$30.00**

NEW THIS YEAR: JOIN AND RENEW ONLINE!

Members can now complete their renewal through [MyLMC](#)!

By logging in or creating an account, mayors - or city staff on their behalf - can conveniently submit their annual dues payment online. The online system offers a secure, streamlined, and efficient way to manage your membership.

If you need a paper form, please contact mhagenau@lmc.org.

About MyLMC

MyLMC is an online account system managed by the League of Minnesota Cities (LMC).

- [Log in to your existing MyLMC account.](#)
- [Learn how to create your new MyLMC account.](#)
- [Email myLMC@lmc.org](mailto:myLMC@lmc.org) if you need help creating or accessing your MyLMC account.

Payment from public funds authorized by Minn. Stat., Sec. 471.96

Membership in the Minnesota Mayors Association can be transferred from an out-going to an in-coming mayor. To transfer a Mayors Association membership contact Paul Kascht at billing@lmc.org



Request for Council Action

Date: January 14, 2026

Presented to: Mayor Iverson and City Council Members

Presented by: Steve Reeves, Public Works Superintendent

Department: Public Works

Reference: Advertising for 2026 Seasonal Employees

Method: Consent

Background Information: Summer maintenance activities will be soon upon us, and the Public Works Department is seeking to advertise for two seasonal employees to assist with these duties. The Public Works Department included these two positions in their budget for 2026. These seasonal employees are typically expected to work from May until August, assisting the Full Time Maintenance Crew in all areas of the department. Public Works leadership has identified other responsibilities that the part time employees would be utilized to support including jetting, the valve exercising program, catch basin cleaning, park maintenance, asphalt patching and other duties assigned.

Recommendation: Staff recommend advertising for two seasonal employees at \$16.00-\$18.00 per hour depending on experience.

PUBLIC WORKS

Phone: 651-462-0580 • Fax: 651-462-0581

PO Box 188 • 26490 Faxton Avenue • Wyoming, MN 55092



January 14, 20265

Re: Public Safety Activity Report – January 20, 2026, City Council Meeting

Police Update

Update on M Health Fairview Lakes Medical Center Incident

Following the December 25, 2025 incident at M Health Fairview Lakes Medical Center, M Health Fairview leadership has advised they are conducting a review of their processes and procedures as a standard best practice after a serious incident. This review is focused on evaluating policies, training, communication, and response protocols and does not imply fault or wrongdoing.

The criminal investigation is nearing completion, with forensic analysis being the primary remaining component that may require additional time. In addition, the Wyoming Police Department posthumously awarded Andrea Merrell with a Medal of Commendation at her memorial service last weekend in recognition of her extraordinary courage and dedication to service.

Fire Update

Performance Measures

Anticipate the Q4 2025 performance measures and year end summary for the fire department at the first council meeting in February.

Upcoming Community Outreach Events

January 21, 2026, from 8:00 AM – 10:00 AM – Coffee with a Cop, McDonalds

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



Date: Updated January 14, 2026
To: Mayor Iverson and Wyoming City Council Members
From: Neil Bauer, Public Safety Director
Subject: Wyoming Police Department Role in Federal Enforcement Activities

The Wyoming Police Department is aware that federal immigration authorities have recently conducted enforcement activity in multiple areas of the State of Minnesota, including in the Forest Lake area along I35. Activity around our area has been limited and the information circulating on social media is inconsistent with the observations of local law enforcement. Any specific information about business closures should be directed to the businesses directly.

This communication is intended to provide the City Council with information about the role and responsibilities of the Wyoming Police Department in such matters.

The Wyoming Police Department is authorized to enforce Minnesota state law and City of Wyoming ordinances. The Department does not have a role or the authority to enforce federal law, including federal immigration law. Enforcement of federal immigration law is conducted by federal agencies. Wyoming police officers do not participate in federal immigration enforcement activities.

The Department's primary responsibility is the protection of public safety and the well-being of all individuals within the City of Wyoming. If we are contacted to respond to a disturbance or enforcement activity, officers may be present to maintain peaceful conditions if public gatherings occur. In these instances, the Department's role is limited to de-escalation and safety, and it does not include immigration enforcement. Up to this point, we are not aware of any federal activity in the City of Wyoming and our officers have not been contacted to assist with any operations.

It is important to emphasize that the Wyoming Police Department wants all residents to feel safe contacting and cooperating with law enforcement, regardless of immigration or citizenship status. The Department does not ask for, track, or maintain information related to an individual's immigration status as part of normal law enforcement operations, and such information is not required to respond to calls for service. Our ability to protect community members depends on trust and open communication, and residents are encouraged to contact the Police Department when they need assistance.

The Wyoming Police Department continues to monitor activity in our area and best practices related to immigration issues affecting local law enforcement. Officers are completing immigration-related training provided through the League of Minnesota Cities to ensure compliance with state law, constitutional requirements, and maintaining public trust. Additionally,



I have participated in multiple coordination and information-sharing meetings with the Minnesota Department of Public Safety on this topic.

Local law enforcement agencies are reporting that federal immigration authorities are notifying the local police departments and sheriff's offices when they are intending to be in the area but are not asking for local assistance unless a demonstration escalates. As a result, the Wyoming Police Department generally would only become aware of such activity if a disturbance occurs, a public safety concern arises, or a community member contacts us requesting assistance. In those situations, officers will respond, being mindful of their duty to provide public safety.

If demonstrations or public gatherings occur, officers may respond to ensure activities remain lawful and to support the constitutional rights of individuals that may be protesting.

U.S. Immigration and Customs Enforcement (ICE) is a federal law enforcement agency within the U.S. Department of Homeland Security. The Wyoming Police Department does not have authority over federal agencies and cannot direct, control, or interfere with federal operations.

The situation is evolving daily, with more information being shared as time goes on. The Wyoming Police Department remains committed to serving the community with professionalism, transparency, and a continued focus on public safety for all community members in the City of Wyoming.

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



January 14, 2026
Honorable Mayor and City Council
City of Wyoming
26885 Forest Boulevard
Wyoming, MN 55092

RE: JANUARY 20, 2026 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.

Fairview Hospital #3

Framing, rough-ins, and sheetrock inspections have been approved. The permit has been issued to remodel one operating room, and to convert two operating rooms into a storage area.

Sunrise Flour Mill

The general contractor contacted the city and will be submitting applications to complete Phase 2. Phase 1, the warehouse area, has been completed and is being utilized. The flour mill portion of the building is tentatively scheduled to resume at the beginning of 2026. The building permit has been issued to remodel the existing 24,000 square foot building located at 26327 Fallbrook Avenue into a flour mill for Sunrise Flour Mill. Sunrise Flour Mill is relocating from North Branch.

Wyoming Elementary School

The plans have been reviewed; we are waiting for a response to the plan review letter. Applications have been submitted to remodel areas of the school that were not remodeled in 2018. Work areas include the gymnasium, restrooms, class rooms, and mechanical systems.

Planning Commission

The Planning Commission held a public meeting to consider the final plat of "Sunrise at Carlos Avery". This is a separate agenda item.

The Planning Commission held a public hearing to consider an extension of a wetland bank. This is a separate agenda item.

Sincerely,

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



**ECKBERG
LAMMERS**
ATTORNEYS AT LAW

www.eckbergammers.com

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

Writer's Email:
tloonan@eckbergammers.com

January 14, 2026

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

Delivered via Email

Re: City of Wyoming
Status Update for the Period of – December 31st – January 14th

Dear Robb:

Our office continues our role as general counsel, answering questions, addressing legal concerns, and reviewing items for the City as requested. We are currently preparing development agreements relating to the next phase of the summer field development and advising related to land use matters and assisting in the review of the City's potential participation in the Clean Water Partnership Loan program.

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

January 14, 2026

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

Re: January 20, 2026, City Council Meeting
WSB Project No. 027762-000

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.

2026 Street Improvement Project

A tentative schedule is shown below:

The tentative schedule below is still tracking on schedule. The public hearing and authorization to prepare plans and specifications is on the 1/20/26 City Council agenda. Project information is updated on the project page on the City website.

Wyoming - 2026 Street Improvement Project	
Task	Action Dates
Feasibility Study Ordered	October 7, 2025
1st Public Informational Meeting	December 10, 2025
Receive Feasibility Study / Set Hearing	December 16, 2025
2nd Public Informational Meeting	January 7, 2026
Public Hearing -Order Plans and Specifications	January 20, 2026
Approve Plans and Specifications and Order Ad for Bid	March 3, 2026
Receive Bids	April 1, 2026
Award Contract	April 7, 2026
Begin Construction	Summer 2026
Final Completion	Fall 2026
Public Hearing - Assessment Hearing	Fall 2026

2025 Street Improvement Project

The project is substantially complete. A second and final pay voucher with corresponding contract closeout documents will be brought to the City when punch list items are complete.

Project closeout is expected to take place in the spring when we can confirm restoration efforts were successful.

Summer Fields Development

A preconstruction meeting was held for grading only. This is consistent with previously approved preliminary plat with the developer posting a letter of credit for this work. Tree removal has been completed, and erosion control has been installed. Much of the site grading has been completed and expect grading may continue this winter and be finalized in the spring.

Katies Glen

No new update.

Staff have reviewed the work completed to date and authorized the reduction in the letter of credit to 125% of the remaining value of work to be completed. The final lift of pavement has been completed. Once punch list items are all complete, we will ask the City Council to accept the improvements and release escrows and the letter of credit.

Diamond Ridge Development

No new update.

Remaining punch list work has been completed, and we are waiting for the as-builts to be submitted. We expect final acceptance of the improvements will take place this fall. Jesse Moxness will be submitting building permits for these three lots soon.

Sunrise Riverbank Development (residential and commercial)

Staff have a meeting with the development team on 11/26/25 to discuss planning for their future improvements. Ongoing meetings continue as they refine their plans.

Past update: The residential portion of the development is on hold. The property owners we have been working with have submitted different ideas on how to serve the property and how they would access the commercial portion of the site. The County has also developed another East Viking Boulevard and Kettle River Boulevard concept based on these new considerations. This concept has been submitted to MNDOT to get their feedback.

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



January 13, 2026

Honorable Mayor Iverson and City Council Members Nanko Yeager, Luger, Ohnstad and Schilling,

RE: January 20, 2026 City Council Meeting

Public Works Department Activity

- Responded to 6 snow & ice control events since January 1st
- Maintaining plowing equipment after snow & ice control events
- Ice Rinks at Swenson Park are open, weather dependent
- Coordinating with engineering and contractor ahead of 2026 Street Improvement Project for televising of storm sewer facilities
- Continuing to locate city infrastructure, water, sanitary sewer and storm sewer as a large fiber project is being conducted by ROC on behalf of Frontier Communications. This is a significant project that requires us to locate our utilities to mitigate risks to our underground facilities. The Public Works Maintenance Staff have done an excellent job under short timelines to get our utilities marked
- Responded to resident contacts
- Ongoing work order completion
- Routine safety checks were conducted throughout the department including eye wash stations, fire extinguishers and climbing equipment

Streets:

- Snow plowing & ice control operations are well underway. Sanding of gravel roads during rain/ice events

Utilities:

The crew completed utility locates in the city. Meter installs as they come through. Fall has arrived and we are beginning to see a slowdown for locate requests, meter drop offs and inspections.

- **Sanitary Sewer**
Staff continue to check lift stations & generators during daily rounds. Lift station equipment inspections and maintenance is ongoing. Kodiak Power Systems performed maintenance on LS 2, 6 & portable generator trailer

PUBLIC WORKS

Phone: 651-462-0580 • Fax: 651-462-0581

PO Box 188 • 26490 Faxton Avenue • Wyoming, MN 55092

- **Water:**

Continued water testing and monitoring the city's water distribution system. Continued exercising of Well 3. MN Dept of Health and Dept of Natural Resources reporting are in progress. Fluoride report was completed and submitted. Bacterial testing has been completed.

Surface/Storm Water:

Fall Street Sweeping is complete. Finalized agreement with Comfort Lake Forest Lake Watershed District on an Enhanced Street Sweeping program for 2026. Street sweeper has been stored and is awaiting annual maintenance.

Parks:

Trash pick-up as needed. Maintain trail system after state and county cleared back their right of way. Outdoor rink is open weather permitting. Part-time staff are flooding Swenson Park rinks as conditions allow.

Fleet:

Regular maintenance of vehicles is ongoing. All vehicles & equipment are receiving regularly scheduled maintenance at manufacturers' recommended intervals. Snowplow equipment has had annual maintenance and commercial vehicle inspection completed. 2015 Mack plow truck asset #915 is being maintained in the fuel & cooling systems

Respectfully submitted,
Steve Reeves
Public Works Superintendent

**CITY OF WYOMING
PLANNING AND ZONING**

TO:	Planning Commission
DATE:	January 7, 2026
MEETING DATE:	January 13, 2026
FROM:	Kim Lindquist, AICP, City Planner Fred Weck, Zoning Administrator
RE:	Conditional Use Permit Extension for Wetland Bank
APPLICANT:	Northern Tier Development, LLC Richard Morris
PROPERTY:	R21.10302.31 (Lot 1, Block 1 Sunrise Riverbank Second Addition
FILE NO.:	C-25-007

Requested Action

Northern Tier Development, LLC (the “Applicant”) has requested an extension of a conditional use permit approved in 2021 that related to an approved Wetland Bank on Lot1, Block 1 of Sunrise Riverbank Second Addition. The plat for this property was also approved in 2021.

The preliminary and final plat approvals and the original conditional use permit allowed for the establishment of a wetland mitigation bank on this lot. The overwhelming presence of wetlands on the lot presents challenges for development, so the Applicant proposed to use the area to establish a wetland mitigation bank. Its purpose will be to generate wetland credits to provide compensatory mitigation for wetland impacts authorized by state and federal permits. At the time of conditional use permit issuance for the wetland bank, the Applicant stated that wetland credits will be generated by re-establishing and rehabilitating wetlands and enhancing wetlands with new vegetation. The Applicant will remove existing building debris and any other remaining infrastructure as part of restoration efforts. Afterwards, the site would enter a 5- to 10-year monitoring and maintenance period. A conservation easement will be established that restricts development and agricultural activities. The proposed wetland bank is a conditional use that requires the corresponding conditional use permit to implement. It is important to emphasize that the CUP allowed the use of the wetland mitigation bank, but it did not establish that use. The applicant will need approval of a Wetland Bank Plan per Wetland Conservation Act (WCA) Rules 8420.0700 to 8420.0755.

A condition of the original conditional use permit from 2021 stated the following:

“Per Sec. 40 – 113, CUPs become null and void should the work to establish the CUP not have been completed within one year. Recognizing that the process to establish a wetland mitigation bank can exceed one year, the applicant has two years to complete this task, beyond which this CUP will become null and void.”

As of today’s date, the wetland bank has still not been established. The applicant’s narrative states that “the final approval has taken considerably longer than initially projected and/or anticipated. The U.S. Army Corps of Engineers and the Board of Water and Soil Resources had concerns with

respect to the hydrology outcome after improvements are completed with respect to the restoration of the wetland. In that regard, there was substantial additional testing required and significant review time to satisfy the regulator's concerns. The applicant expects a Final Mitigation Bank Instrument to be approved and issued within two to three weeks of approving the conditional use permit extension.

The City of Wyoming, as Local Government Unit (LGU) for the WCA, is responsible for approving wetland bank plan applications. Minnesota WCA Rules 8420.0700 to 8420.0755 outline the standards for wetland bank establishment and administration. As the LGU, the City will review submitted materials and provide them to the Technical Evaluation Panel (TEP) for review and discussion. The TEP, which consists of representatives from Chisago County Soil and Water Conservation District, the Board of Water and Soil Resources, and the Department of Natural Resources, and the US Army Corps of Engineers (USACE) will review the wetland bank plan application and make recommendations that will ensure the establishment of an ecologically successful wetland mitigation bank. If approved, the construction and monitoring of the wetland mitigation bank will be reviewed by the City as LGU, and the applicant will be responsible for demonstrating successful establishment through annual reporting which is anticipated to last between 5 and 10 years.

The zoning of the site is Agriculture.

Staff Recommendation

Based on Staff's analysis of the requests and the standards for approval of a Conditional Use Permit Extension to allow establishment of a wetland mitigation bank on the property.

Recommended conditions for the approvals are the following:

1. All required local, state and/or federal permitting must be obtained.
2. An approved Wetland Bank Plan is obtained in compliance with WCA Rules 8420.0700 to 8420.0755.
3. Per Sec. 40 – 113, CUPs become null and void should the work to establish the CUP not have been completed within one year. Recognizing that the process to establish a wetland mitigation bank can exceed one year, the applicant has two years to complete this task, beyond which this CUP will become null and void.

Conditional Use Permit Standards

Chapter 40, Article V, Division 6, Conditional Use Permits, Section 40 – 112, sets forth the general standards that shall be met in order to grant a CUP. These standards are as follows:

1. The use is in conformity with the Comprehensive Plan and development policies of the City.
This standard has been met.
2. The use will not create an excessive demand on existing parks, schools, streets and other public facilities and utilities which serve or are proposed to serve the area.
This standard has been met.
3. The use will be sufficiently compatible or separated by distance or screening from adjacent development or land so that existing development will not be depreciated in value and there will be no deterrence to development of vacant land.

This standard has been met.

4. The structure and site will have an appearance that will not have an adverse effect upon adjacent properties.

This standard has been met.

5. The use in the opinion of the City is reasonably related to the overall needs of the City and to the existing land use.

This standard has been met.

6. The use will be consistent with the purpose of this and other City Ordinances.

This standard has been met.

7. The use will be located, designed, maintained, and operated to be compatible with the existing or intended character of the zoning district in which it is to be located.

This standard has been met.

8. The use will generate only minimal vehicular traffic on local streets and shall not create traffic hazards or unsafe access or parking needs.

This standard has been met.

9. Existing businesses nearby will not be adversely affected because of the curtailment of customer trade brought about by intrusion of noise, glare, or general unsightliness.

This standard has been met.

10. The establishment or maintenance of the use shall not be detrimental to the public, health, safety, or general welfare.

This standard has been met.

11. The use will not be hazardous, detrimental, or disturbing to present and potential surrounding land use due to water pollution, odor, fumes, general unsightliness, or other nuisances.

This standard has been met.

12. The use will preserve and incorporate the site's important natural and scenic features into the development design.

This standard has been met.

13. The use will cause minimal adverse environmental effects.

This standard has been met.

Next Steps

The City Council will review the Planning Commission's conditional use permit extension recommendation at the next regularly scheduled meeting.



City Of Wyoming
26885 Forest Blvd, PO Box 188
Wyoming, MN 55092
Phone (651) 462-4947
permits@wyomingmn.org

LAND USE APPLICATION: CONDITIONAL & INTERIM USE PERMIT

A conditional use permit application requests a use permitted in a particular zoning district, but regulated and controlled through conditions placed upon it by the City Council after review by the Planning Commission.

Property Address: 27XXX KETTLE RIVER BLVD. - WETLAND BANK

Applicant(s): Name(s) NORTHERN TIER DEVELOPMENT, LLC

Address 73805 FRANCE AVENUE SOUTH, SUITE 250

City EDINA State MN Zip 55435-4546

Phone Number [REDACTED]

Email [REDACTED]

Owner(s) - If other than Applicant(s):

Name(s) (SAME AS APPLICANT)

Address _____

City _____

State _____

Zip _____

Phone Number _____

Email _____

Owner(s) Signature(s) [Signature]

Date 12-17-25

Legal description of property: LOT 1, BLOCK 1, SUNRISE RIVERBANK SECOND ADDITION

Property Identification Number: R21. 10302.31

Present Zoning: AGRICULTURAL

Present use of property: VACANT - RAW LAND

Proposed use of property: WETLAND BANK

Is this an application for an Interim Use permit? ☐ Yes ☒ No If yes, on what date, or upon what event, would the applicant desire the interim use to expire? Date: ____ / ____ / ____ OR Event: _____

This application and the following attachments must be submitted to be considered a complete application:

A detailed site plan showing the following information from Sec. 40 - 111, A-K also including:

- The grading and drainage plan must be designed in accordance with Article VII, Division 21 of the Zoning Ordinance and the City Of Wyoming Surface Water Resource Guidance Document
 - Elevation drawings of all sides of the proposed building to show compliance with the architectural standards of the zoning district the use will be located in
 - Landscaping and Screening in accordance with Article VII, Divisions 14 & 26
 - Lighting Plan in accordance with Article VII, Division 15
- A letter explaining the proposed use and how it will be operated
 - A completed Conditional & Interim Use Permit Worksheet
 - Applications for uses described in Article VI, Divisions 7, 18 & 19 and Article VII, Divisions 2, 8, 10, 17-20 & 25 of the Zoning Ordinance. It must include the information necessary to show compliance with the applicable section of the ordinance.
 - Applications for uses that are within the Highway 8 Overlay District or that utilize Highway 8 for access must include the information necessary to show compliance with Article VI, Division 14 of the Zoning Ordinance
 - The application fee and escrow must be paid at the time of application - The fee is not refundable and the unused portion of the escrow will be returned to the applicant.
 - Any other information deemed necessary by the Zoning Administrator or Planning Commission

Applicant(s) Signature(s) [Signature] Date 12-17-25

As the applicant for this request, I agree to reimburse the City for all expenses incurred by the City in employing planning, engineering, legal, and other professional consultants in reviewing this application. This may include the replenishment of any escrow funds as required as part of this application. Such costs shall be paid by me, the applicant, regardless of the outcome of the review and prior to commencing any work on the project. All of Article V, Division 6, Conditional Use Permits, and Article VII, Division 13, Home Occupations are attached to this application and by signing this application, the Applicant acknowledges that they have been read and understood.

A public hearing can be scheduled only after a complete application has been received.

OFFICE USE ONLY

Date Complete Application Received 12/22/25

Application # C-25-007

60 Days 2/20/26

Date Application Received 12/16/25

By: [Signature]

Official

Check # 5525

Fee: \$220.00 + Escrow

Date Paid 12/22/25

Escrow - Commercial is \$1,000.00 & Residential is \$750.00

Revised 01/24/23

CONDITIONAL & INTERIM USE PERMIT WORKSHEET

Applicant: RICHARD MORRIS - NORTHERN TIER DEVELOPMENT, LLC

Address: 27XXX KETTLE RIVER BLVD.

Type of Business: WETLAND BANK

Business name: NORTHERN TIER DEVELOPMENT, LLC

Answer the following questions based on the standards contained in Sec. 40 – 112 of the City of Wyoming Zoning Ordinance for Conditional and Interim Use Permits. If needed, use a separate page. **All questions must be answered.**

1. Is your proposed use in conformity with the Comprehensive Plan and development policies of the City?
☒ Yes ☐ No Explain: _____
2. Will your proposed use create an excessive demand on existing parks, schools, streets and other public facilities and utilities which serve or are proposed to serve the area?
☐ Yes ☒ No Explain: _____
3. Will your proposed use be sufficiently compatible or separated by distance or screening from adjacent development or land so that existing development will not be depreciated in value and so there will be no deterrence to development of vacant land?
☒ Yes ☐ No Explain: _____
4. Will the structure and site have an appearance that will not have an adverse effect upon adjacent properties?
☒ Yes ☐ No Explain: _____
5. Is the proposed use reasonably related to the overall needs of the City and to the existing land use?
☒ Yes ☐ No Explain: _____
6. Will the proposed use be consistent with the purpose of the Zoning Ordinance and other City Ordinances?
☒ Yes ☐ No Explain: _____
7. Will the proposed use be located, designed, maintained, and operated to be compatible with the existing or intended character of the zoning district in which it is to be located?
☒ Yes ☐ No Explain: _____
8. Will the proposed use generate only minimal vehicular traffic on local streets?
☒ Yes ☐ No Explain: _____
9. Will the proposed use create traffic hazards or unsafe access or parking needs?
☐ Yes ☒ No Explain: _____
10. Will existing businesses nearby be adversely affected by your proposed use because of the curtailment of customer trade brought about by intrusion of noise, glare, or general unsightliness?
☐ Yes ☒ No Explain: _____
11. Will the establishment or maintenance of the proposed use be detrimental to the public health, safety or general welfare?
☐ Yes ☒ No Explain: _____
12. Will the proposed use be hazardous, detrimental, or disturbing to present and potential surrounding land uses due to water pollution, odor, fumes, and general unsightliness or other nuisances?
☐ Yes ☒ No Explain: _____
13. How will the proposed use preserve and incorporate the site's important natural and scenic features into the development design?
☐ Yes ☐ No Explain: restore to Natural State
14. Will the proposed use cause adverse environmental effects?
☐ Yes ☒ No Explain: _____

Application # _____

Revised 01/24/23

**Northern Tier Development, LLC
7380 France Avenue South, Suite 250
Edina, MN 55435**

Fred Weck
City of Wyoming
Department of Building Safety
26885 Forest Blvd.
P.O. Box 188
Wyoming, MN 55092

RE: Application for Conditional Use Permit for the Use of Property Described as Lot 1, Block 1, Sunrise Riverbank Second Addition as a Wetland Mitigation Bank

Good morning Fred,

You have requested a letter from the applicant of the above referenced Application for a Conditional Use Permit setting forth the reasons it has taken longer than expected to obtain all of the approvals necessary for the proposed wetland mitigation bank.

We anticipate a Final Mitigation Bank Instrument to be approved and issued within the next two to three weeks.

The final approval has taken considerably longer than initially projected and/or anticipated. The U.S. Corps of Army Engineers and the Board of Water and Soil Resources - State of Minnesota, had concerns with respect to the hydrology outcome after improvements are completed with respect to the restoration of the wetland conservation easement. In that regard, there was substantial additional testing required and significant review time to satisfy the regulator's concerns.

I hope the above explanation provides the information you are requesting.

Sincerely,



Richard Morris
Northern Tier Development, LLC

PRELIMINARY PLAT

~of~ SUNRISE RIVERBANK SECOND ADDITION

EXISTING LEGAL DESCRIPTION

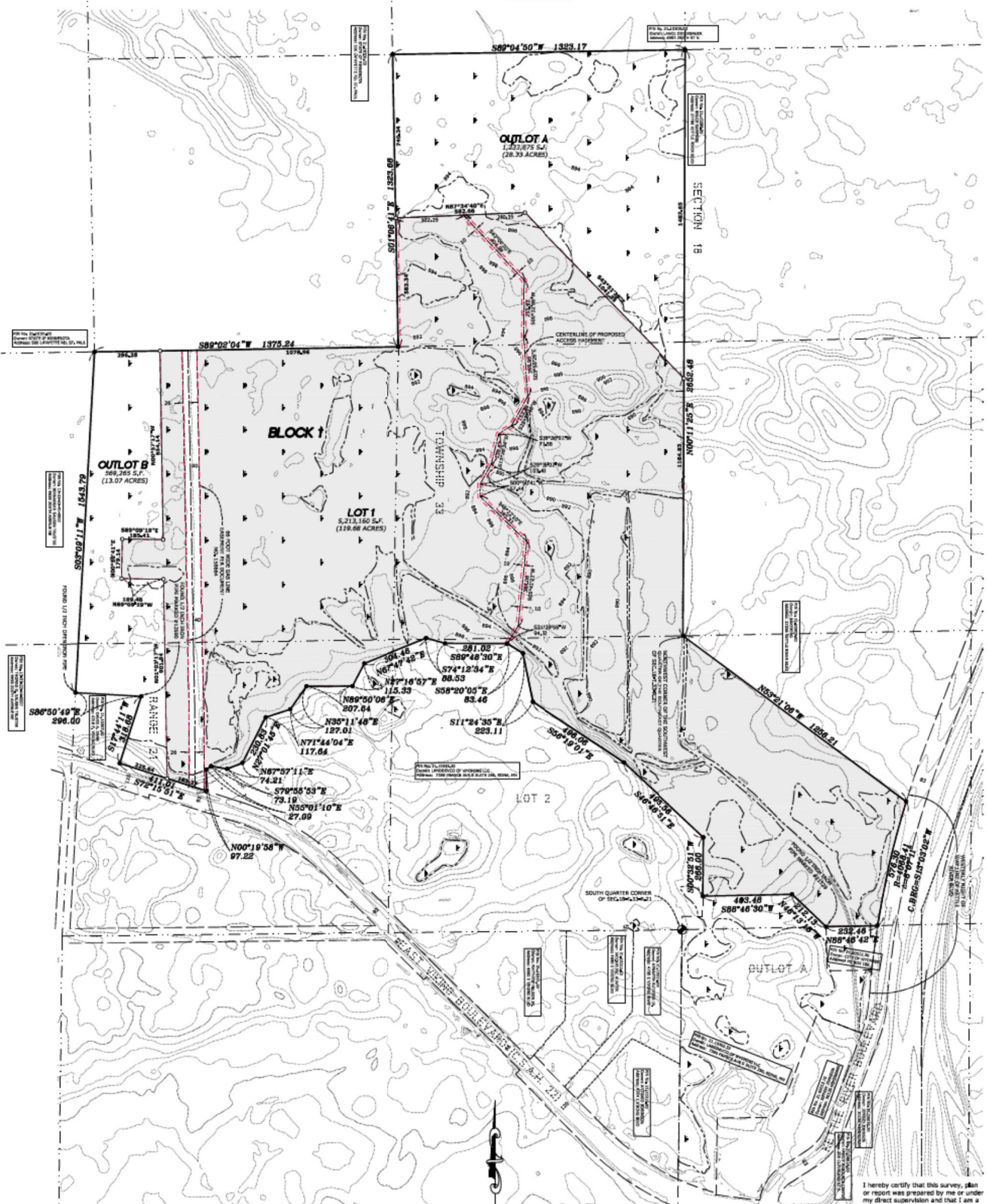
lot 1, Block 1, SUNRISE RIVERBANK, Chicago County, Minnesota.

LEGEND

- DENOTES IRON MONUMENT FOUND
- DENOTES CHISAGO COUNTY CAST IRON MONUMENT
- DENOTES EXISTING CONTOURS (2 FOOT INTERVALS)
- - - DENOTES WETLAND BANK PER PLANS BY RESOURCE ENVIRONMENT SOLUTIONS
- - - DENOTES WETLAND AS DELINEATED BY MERJENT, INC.
- DENOTES ADJACENT PARCEL OWNER INFORMATION (PER XXXX COUNTY TAX INFORMATION)

APPLICANT / OWNER

NORTHERN TIER DEVELOPMENT
7380 FRANCE AVENUE SOUTH, SUITE 250
EDINA, MN 55435-4546
RICHARD MORRIS / 952-432-2000



NOTES / ZONING INFO

- Existing contours are shown per a combination of field survey data and LIDAR data as provided by mDNR.
- Parcel ID numbers: 21.0302, 21.
- Existing Zoning: Agricultural
- Total Parcel Areas: 7,016,299.4 S.F., (161.07 ac.)

I hereby certify that this survey, plan or report was prepared by me or under my direct supervision and that I am a duly Registered Land Surveyor under the laws of the State of Minnesota.

JASON C. RUD License No. 41578
Date: 10/2/2025

NO.	DATE	DESCRIPTION
1		
2		
3		

E.G. RUD & SONS, INC.
Professional Land Surveyors
6776 Lake Drive NE, Suite 110
Lino Lakes, MN 55014
Tel. (651) 361-8200 Fax (651) 361-6701

RESERVED FOR RECORDING DATA

RESOLUTION NO. 26-01-15

**RESOLUTION APPROVING A CONDITIONAL USE PERMIT FOR A
WETLAND MITIGATION BANK
AT
PROPERTY IDENTIFICATION NUMBER 21.10302.31**

WHEREAS, the City of Wyoming is a political subdivision, organized and existing under the laws of the State of Minnesota; and,

WHEREAS, the City Council of the City of Wyoming has adopted zoning and subdivision regulations, per Ordinances 2009-4 and 2010-08, including subsequent amendments, to promote the orderly, economic and safe development and utilization of land within the City; and,

WHEREAS, Richard Morris of Northern Tier Development LLC has applied for a Conditional Use Permit to allow the creation of a Wetland Mitigation Bank on property legally described as:

Lot 1, Block 1, Sunrise River Bank Second Addition

WHEREAS, on January 13, 2026, the Planning Commission held a public hearing in accordance with the Ordinance and laws of the State of Minnesota; and,

WHEREAS, the City Council and Planning Commission have reviewed the application, as submitted, and have made the following findings of fact:

1. The use is in conformity with the Comprehensive Plan and development policies of the City.
2. The use will not create an excessive demand on existing parks, schools, streets and other public facilities and utilities which serve or are proposed to serve the area.
3. The use will be sufficiently compatible or separated by distance or screening from adjacent development or land so that existing development will not be depreciated in value and there will be no deterrence to development of vacant land.
4. The structure and site will have an appearance that will not have an adverse effect upon adjacent properties.

5. The use in the opinion of the City is reasonably related to the overall needs of the City and to the existing land use.
6. The use will be consistent with the purpose of this and other City Ordinances.
7. The use will be located, designed, maintained, and operated to be compatible with the existing or intended character of the zoning district in which it is to be located.
8. The use will generate only minimal vehicular traffic on local streets and shall not create traffic hazards or unsafe access or parking needs.
9. Existing businesses nearby will not be adversely affected because of the curtailment of customer trade brought about by intrusion of noise, glare, or general unsightliness.
10. The establishment or maintenance of the use shall not be detrimental to the public, health, safety, or general welfare.
11. The use will not be hazardous, detrimental, or disturbing to present and potential surrounding land use due to water pollution, odor, fumes, general unsightliness or other nuisances.
12. The use will preserve and incorporate the site's important natural and scenic features into the development design.
13. The use will cause minimal adverse environmental effects.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Wyoming hereby **GRANTS** the Conditional Use Permit, as requested by the applicant with the following conditions:

1. All required local, state and/or federal permitting must be obtained.
2. An approved Wetland Bank Plan is obtained in compliance with WCA Rules 8420.0700 to 8420.0755.
3. Per Sec. 40 – 113, CUPs become null and void should the work to establish the CUP not have been completed within one year. Recognizing that the process to establish a wetland mitigation bank can exceed one year, the applicant has two years to complete this task, beyond which this CUP will become null and void.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF WYOMING THIS 20th DAY OF JANUARY, 2026.

Lisa Iverson, Mayor

ATTEST:

This Document Drafted by:
The City of Wyoming
26885 Forest Boulevard
Wyoming, Minnesota 55092

Robb Linwood, City Administrator

**CITY OF WYOMING
PLANNING AND ZONING**

TO:	Planning Commission
DATE:	January 8, 2026
MEETING DATE:	January 13, 2026
FROM:	Kim Lindquist, AICP, City Planner Fred Weck, Zoning Administrator
RE:	Sunrise at Carlos Avery Final Plat
APPLICANT:	LandDevCo of Wyoming, LLC
PROPERTY:	PID 21.10302.32
FILE NO:	D-25-010

Requested Action

LandDevCo of Wyoming, LLC has requested final plat approval of Sunrise at Carlos Avery (“Subdivision”). This is the first phase of the Carlos Avery development and the final plat is comprised of 36 residential lots, two outlots and a park. The final plat is generally located along Viking Boulevard, west of its intersection with Interstate 35W. The overall site is approximately 43 acres, with this first final plat being 16 acres of the overall site.

The first phase of development/final plat includes one, 6-unit row home and 30 single family homes. The final plat is generally consistent with the preliminary plat previously reviewed by the City Council in July 2025.

Staff Recommendation

Staff recommends approval of the Final Plat with the following conditions:

1. Submit revised utility, grading and stormwater plans, including stormwater calculations, compliant with City requirements and any comments provided. Plans shall address all preliminary plat conditions of approval, as appropriate.
2. All single family lots shall be at a minimum 9,500 square feet. The applicant shall provide final lot size calculations to ensure compliance with this condition.
3. A NPDES permit will be required and compliance with all NPDES permit requirements will need to be confirmed.
4. An Access permit must be acquired from Chisago County and the roadway be constructed consistent with their spacing and design requirements, including installation of turn lanes.
5. All by-laws, Property Owner’s Association Articles of Incorporation, and Protective Covenants must be approved by the City Attorney and filed with the record plat. These covenants must be adhered to and cannot be changed without the approval of the City Council.
6. After the City Engineer has approved the construction plans and specifications; new construction plans that reflect the approved revisions are submitted to the City (three full size and two reduced sets).

7. The developer enters into a Development Agreement, the terms and provision of which must be approved by the City Attorney, between the property owner, the developer, and the city. The agreement must be signed prior to construction beginning on improvements in the development.
8. The developer shall submit a surety in the form of a cash deposit or letter of credit guaranteeing to complete the work in substantial compliance with the approved street, utility, grading, and drainage plans. The surety must remain in place until the site work is completed and approved by the city. The City Engineer must approve the surety amount, and the City Attorney must approve the terms if a letter of credit is used.
9. The applicant meets the park dedication requirements by dedicating the 2-acre lot and providing the remaining park dedication by cash in lieu of dedication.
10. The developer will be required to submit all documentation that the wetland impacts proposed with all phases of the development are consistent with the Wetland Conservation Act.
11. All required local, state, and/or federal permitting must be obtained and proof of such permits submitted prior to the pre-construction conference with staff.
12. The applicant pay all applicable property taxes and provide proof of payment prior to release of the final plat for recording.

1. Background

This site and the surrounding area have a long history which involves various planning reviews. There was an application before the City in 2022 which included a Preliminary Plat, PUD Master Plan and Conditional Use Permit and Rezoning to Mixed Use for the site which included 129 residential units comprised of single-family homes, row homes, and twin-homes. Prior to that, the applicant had submitted a sketch plan for the residential subdivision which included the entire Sunrise Riverbank development and included adjacent commercial uses, approved in 2021. An EAW was also conducted for the entire Sunrise Riverbank development, including both residential and commercial developments. A sketch plan for this plat was reviewed in April 2025. The preliminary plat, conditional use permit and PUD for this development was approved in the summer of 2025.

General Staff Review

The Subdivision is proposed on a parcel with the ID 21.10302.32 that has a total lot area of 43 acres. The breakdown of the area proposed for development is as follows:

Block 1 – 12 acres

Outlot A – 27 acres

Outlot B – 2 acres

Park – 2 acres

The Comprehensive Plan guides the site for Mixed Use, a land use category that must feature a mix of two or more types of land use, and may include retail, businesses, office buildings, single-family housing and multiple-family housing. Areas guided for Mixed Use are also expected to be

served by municipal water and sewer, which the Comprehensive Plan shows for the project area. The proposed Subdivision and its housing mix would meet the definition of the Mixed-Use category. This subdivision is also part of a larger mixed-use, residential and commercial, project. Surrounding land uses are shown in the table below.

Direction	Planned Land Use
North	Wetlands and Agriculture
West	Rural Residential / Open Space (Linwood Township)
South	Wetlands/Single Family Residential / Commercial
East	Wetlands/Mixed Use /Light Industrial and General Business

The property is currently zoned Mixed Use and the rezoning occurred in 2022.

Based upon the ordinance calculations for park dedication there are 129 units on the overall preliminary plat for this development on 43.34 acres or 2.97 dwellings per acre which prompts a 9% land dedication. The applicant is proposing a 2-acre park which means 1.9 acres cash in lieu of land is required. Using the assessors 2025 estimated market land value the land is \$9,132.44 per acre. Multiplying that by the 1.9 acres remaining equals a total of \$17,351.63, which is the amount of payment in lieu of land dedication. However, the calculation was based upon the entire plat having 129 units which is unclear at this time. Staff is recommending obtaining 2 acres of park land and the remaining park dedication will be obtained with the Phase 2 development.

The following is an itemization of regulations from the Subdivision Ordinance, Article III, Division 3, “The Final Plat”, which are to be completed prior to plat approval:

1. Taxes are to be paid in full for 2025.
This is a condition of approval prior to release of the final plat for recording.
2. The City Engineer is to review the final plat for conformity with engineering standards.
The City Engineer will review final plans prior to any site grading or utility work permitted.
3. The City Attorney shall state whether fee simple title to the platted property is in the names of the subdividers.
The City Attorney should review the final documents.
4. The Zoning Administrator shall confirm that the final plat substantially conforms to the preliminary plat as modified and approved by the City Council.
Staff has found that the plat substantially conforms with the previously approved preliminary plat, CUP and PUD approvals. The CUP extension is being processed simultaneously to the final plat approval.
5. The predetermined park fee has been paid.

The applicant is dedicating 2 acres of park land to the city with this phase of development. Payment for the remainder of the park dedication fee will be address through the Development Agreement.

6. All known legal, engineering, and any other costs associated with the plat shall be paid prior to final plat approval.

This is a requirement of approval.

7. If improvements are not complete, a Developer's Agreement must be signed.

Entering into a Development Agreement is required as a condition of approval.

Next Steps

The City Council will review the Planning Commission's recommendation at the next regularly scheduled meeting.



City Of Wyoming
26885 Forest Blvd, PO Box 188
Wyoming, MN 55092
Phone (651) 462-4947
permits@wyomingmn.org

SUBDIVISION APPLICATION: FINAL PLAT

Applicant(s): Name(s) Land Dev Co of Wyoming, LLC
Address 7380 FRANCE AVENUE SOUTH - SUITE 250
City EDINA State MN Zip 55435
Phone Number [REDACTED] Email [REDACTED]

Owner(s) - if other than Applicant(s):
Name(s) (SAME AS OWNER)
Address _____
City _____ State _____ Zip _____
Phone Number _____ Email _____

Signature of owner(s) Bill Muns - pres Date 12-16-2025

Legal description of property: LOT 2, BLOCK 1, SUNRISE RIVERBANK,
CHISAGO COUNTY, MINNESOTA

Property Identification Number: R.21. 10302.32

Present use of property: SINGLE FAMILY HOME

Proposed use of property: MIXED USE - P.U.D. - VILLAS

Present zoning of property: R1 - RURAL RESIDENTIAL

Surveyor: Name JASON RUD - E.G. RUD Phone 651-361-8225

Engineer: Name SEAN BOHAN - AEC Phone 715-895-8201

Real Estate Agent: Name _____ Phone _____

This application and the following attachments must be submitted to be considered a complete application:

Total size of property: 43.37 ACRES Total acreage in wetlands or floodplain: 0.87 ACRES
PHASE 1 = 36 LOTS
Number of proposed lots: AND 2 OUTLOTS Current zoning and use of property: R1

- | | |
|---|--|
| ☐ 4 full size copies of the final plat drawings | ☐ 2 reduced copies (no larger than 11 x 17) |
| ☐ Improvements complete & accepted | ☐ Developers Agreement |
| ☐ Performance guarantee for the improvements | ☐ Certificate of Title & Opinion |
| ☐ Soil perc tests and borings | ☐ Receipt proving that the taxes have been paid |
| ☒ Park Dedication Submitted | ☐ Legal & Engineering Fees Paid |
| ☐ Other _____ | |
| ☐ The application fee and escrow must be paid at the time of application | |

Applicant(s) Signature: Bill Muns pres Date 12-16-2025

As the applicant for this request, I agree to reimburse the City for all expenses incurred by the City in employing planning, engineering, legal, and other professional consultants in reviewing this application. This may include the replenishment of any escrow funds as required as part of this application. Such costs shall be paid by me, the applicant, regardless of the outcome of the review and prior to commencing any work on the project.

The meeting can be scheduled only after a complete application is received.

OFFICE USE ONLY

Application # _____

Date Application Received ____/____/____

Date Complete Application Received ____/____/____

120 Days ____/____/____

By: _____
Official

Fee: \$200.00 + Escrow \$1,000.00

Date Paid ____/____/____

Check # _____

Revised 11/15/22

SUNRISE AT CARLOS AVERY

KNOW ALL PERSONS BY THESE PRESENTS: That LandDevCo of Wyoming LLC, a Minnesota limited liability company, owner of the following described property:

Lot 2, Block 1, SUNRISE RIVERBANK, Chisago County, Minnesota.

Has caused the same to be surveyed and platted as SUNRISE AT CARLOS AVERY and does hereby donate and dedicate to the public for public use forever the public ways and also easements as shown on this plat for drainage and utility purposes.

In witness whereof said LandDevCo of Wyoming LLC, a Minnesota limited liability company, has caused these presents to be signed by its Chief Manager this ____ day of _____, 20__.

LandDevCo of Wyoming LLC

Richard Morris, Chief Manager

STATE OF MINNESOTA
COUNTY OF _____

This foregoing instrument was acknowledged before me by Richard Morris, Chief Manager of LandDevCo of Wyoming LLC, a Minnesota limited liability company, on behalf of the company this ____ day of _____, 20__.

Notary Public, _____ County, Minnesota
My Commission Expires _____

I, Jason E. Rud, do hereby certify that this plat was prepared by me or under my direct supervision; that I am a duly Licensed Land Surveyor in the State of Minnesota; that this plat is a correct representation of the boundary survey; that all mathematical data and labels are correctly designated on this plat; that all monuments depicted on this plat have been, or will be correctly set within one year; that all water boundaries and wet lands, as defined in Minnesota Statutes, Section 505.01, Subd. 3, as of the date of this certificate are shown and labeled on this plat; and all public ways are shown and labeled on this plat.

Dated this ____ day of _____, 20__.

Jason E. Rud, Licensed Land Surveyor
Minnesota License No. 41578

STATE OF MINNESOTA
COUNTY OF _____

This instrument was acknowledged before me this ____ day of _____, 20__ by Jason E. Rud,

Notary Public, _____ County, Minnesota
My Commission Expires _____

Approved by the City Council of the City of Wyoming, Minnesota, this ____ day of _____, 20__, and is in compliance with the provisions of Chapter 505.03, Subdivision 2, Minnesota Statutes.

Signed _____ Mayor

Signed _____ Clerk

This plat was approved as to form and execution this ____ day of _____, 20__.

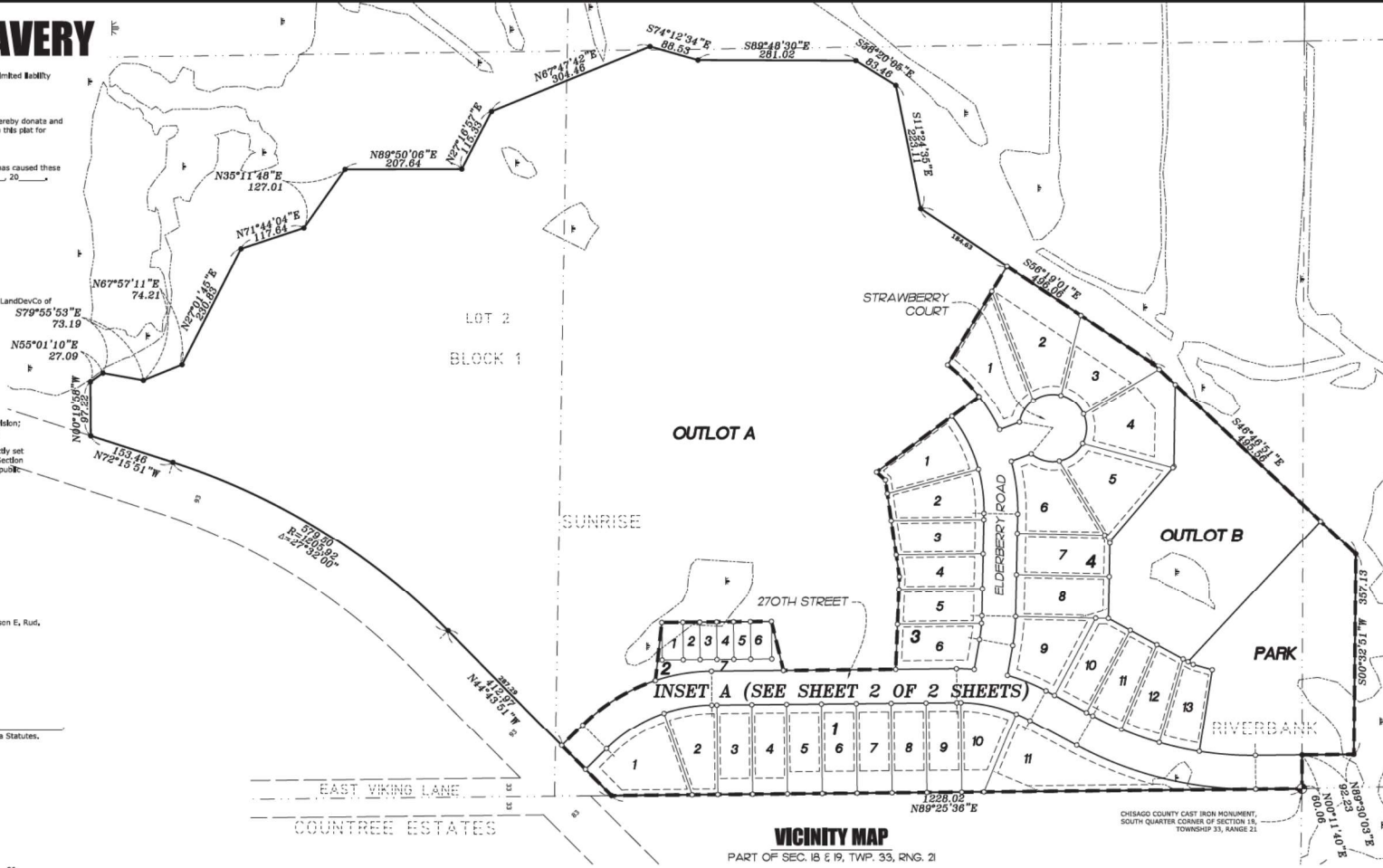
City of Wyoming Attorney

Pursuant to Chisago County Subdivision Ordinance Number 99-2, I hereby certify that this plat has been checked and approved as to compliance with Chapter 505, Minnesota Statutes this ____ day of _____, 20__.

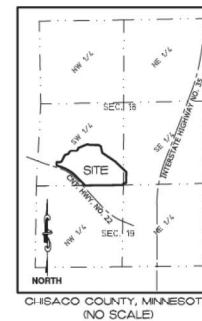
Chisago County Surveyor

This plat was recommended for approval this ____ day of _____, 20__.

Chisago County Engineer

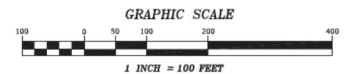


VICINITY MAP
PART OF SEC. 18 & 19, TWP. 33, RNG. 21



THE ORIENTATION OF THIS BEARING SYSTEM IS BASED ON THE CHISAGO COUNTY COORDINATE SYSTEM NAD83, 1996 ADJUSTMENT

- DENOTES FOUND 1/2 INCH IRON PIPE MARKED BY RLS NO. 41578 UNLESS OTHERWISE NOTED
- DENOTES SET 1/2 INCH BY 14 INCH IRON PIPE MARKED BY RLS NO. 41578, THAT WILL BE SET WITHIN ONE YEAR AFTER RECORDING OR SOONER AS SPECIFIED BY THE APPROVING LOCAL GOVERNMENT UNIT
- ⊕ DENOTES CHISAGO COUNTY CAST IRON MONUMENT
- ▨ DENOTES WETLAND AS DELINEATED BY MERJENT, INC.



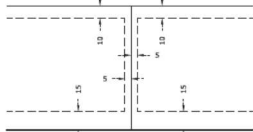
SUNRISE AT CARLOS AVERY

INSET A

EASEMENT DETAIL

(SCALE: 1 INCH = 50 FEET)

TYPICAL EASEMENTS ARE SHOWN THUS:



BEING 5 FEET IN WIDTH AND ADJOINING SIDE LOT LINES,
BEING 10 FEET IN WIDTH ADJOINING REAR LOT LINES,
AND BEING 15 FEET IN WIDTH ADJOINING RIGHT-OF-WAY
LINES UNLESS OTHERWISE NOTED.

NORTH

GRAPHIC SCALE

1 INCH = 50 FEET

LOT 2
BLOCK 1

OUTLOT A

OUTLOT B

PARK

RIVERBANK

E. G. RUD & SONS, INC.
EST. 1977
Professional Land Surveyors

RESERVED FOR RECORDING DATA

RESOLUTION NO. 26-01-16

**RESOLUTION APPROVING THE FINAL PLAT OF
"SUNRISE AT CARLOS AVERY"
AT
PROPERTY IDENTIFICATION NUMBER 21.10302.32**

WHEREAS, the City of Wyoming is a political subdivision, organized and existing under the laws of the State of Minnesota; and,

WHEREAS, the City Council of the City of Wyoming has adopted zoning and subdivision regulations, per Ordinances 2009-4 and 2010-08, including subsequent amendments, to promote the orderly, economic and safe development and utilization of land within the City; and,

WHEREAS, Richard Morris of LandDevCo of Wyoming, LLC has applied for approval of the Final Plat of Subdivision for the property legally described as:

Lot 2, Block 1, Sunrise Riverbank

WHEREAS, on January 13, 2026 the Planning Commission held a public meeting in accordance with the Ordinance and laws of the State of Minnesota; and,

WHEREAS, the City Council and Planning Commission have reviewed the application, as submitted, and have made the following findings of fact:

1. The requirements of Article III, Division 3, "The Final Plat", as contained in the City of Wyoming Subdivision Ordinance have been complied with.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Wyoming hereby **GRANTS** the Final Plat as requested by the applicant with the following conditions:

1. Submit revised utility, grading and stormwater plans, including stormwater calculations, compliant with City requirements and any comments provided. Plans shall address all preliminary plat conditions of approval, as appropriate.

2. All single family lots shall be at a minimum 9,500 square feet. The applicant shall provide final lot size calculations to ensure compliance with this condition.
3. A NPDES permit will be required and compliance with all NPDES permit requirements will need to be confirmed.
4. An Access permit must be acquired from Chisago County and the roadway be constructed consistent with their spacing and design requirements, including installation of turn lanes.
5. All by-laws, Property Owner's Association Articles of Incorporation, and Protective Covenants must be approved by the City Attorney and filed with the record plat. These covenants must be adhered to and cannot be changed without the approval of the City Council.
6. After the City Engineer has approved the construction plans and specifications; new construction plans that reflect the approved revisions are submitted to the City (three full size and two reduced sets).
7. The developer enters into a Development Agreement, the terms and provision of which must be approved by the City Attorney, between the property owner, the developer, and the city. The agreement must be signed prior to construction beginning on improvements in the development.
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12. The applicant pay all applicable property taxes and provide proof of payment prior to release of the final plat for recording.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF WYOMING THIS 20th DAY OF JANUARY, 2026.

Lisa Iverson, Mayor

ATTEST:

This Document Drafted by:
The City of Wyoming
26885 Forest Boulevard
Wyoming, Minnesota 55092

Robb Linwood, City Administrator



Request for Council Action

Date: January 15, 2026

Presented to: Mayor Iverson and City Council Members

Presented by: Robb Linwood, City Administrator

Department: Administration

Reference: Board of Equalization Hearing location and time

Method: New Business

Background Information:

The County Assessor has requested direction from the city on whether Wyoming wishes to hold its Local Board of Appeal and Equalization at the Chisago County Government Center or continue holding the meeting locally. The request is intended to improve access for residents, resources for assessment discussions and allow for a broader window of time for appeals. Under this approach, the Assessor's Office would dedicate the full business day, along with evening hours, for residents to come to the courthouse to discuss valuation or classification concerns.

The Assessor recommends scheduling the Local Board of Appeal and Equalization on the third Wednesday of April, April 15, from 9:00 am to 7:00 pm. holding the meeting on this date ensures the Government Center is open and staffed, provides access to assessment records and systems, and allows residents a wider time frame to meet with staff regarding appeals.

When held in Wyoming, the Local Board of Appeal and Equalization is typically conducted at City Hall or the Wyoming Library in the evening from 6 pm to approximately 7:30, or until residents are no longer coming in.

Request for council direction: Council direction is requested on whether to hold the Local Board of Appeal and Equalization at the Chisago County Government Center as requested by the County Assessor or continue holding the meeting at City Hall. Staff will coordinate with the County Assessor to finalize the location, date, and hours based on Council direction.



CITY OF WYOMING

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