AGENDA
CITY COUNCIL
REGULAR MEETING
CITY OF WYOMING, MINNESOTA
JULY 21, 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 "Work Session" of the Wyoming, Minnesota City Council for July 7, 2026

2. Consider approving the minutes of the "Regular Meeting" of the Wyoming, Minnesota City Council for July 7, 2026

SCHEDULED BID LETTINGS:

SCHEDULED PUBLIC HEARINGS:

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

3. Consider authorizing the payment of recommended bills, payroll and journal entries for the period of July 8, 2026 to July 21, 2026

4. To consider approving a solitation permit for Curbside Waste, Inc of Osseo, MN

5. To consider approving the 2026 City of Wyoming Insurance coverage renewal through the League of Minnesota Cities Insurance Trust for a total of $127,370.00

6. To consider that the City Council of the City of Wyoming does not waive the monetary limits on municipal tort liability established by Minnesota Statutes 44.04. when renewing Liability Insurance Coverage with the League of Minnesota Cities Insurance Trust (LMCIT)

7. To consider **Resolution 26-07-78** a resolution approving Pay Voucher #1 to North Vally, Inc. for the 2026 Street Improvement Project in the amount of $574,186.10

8. To consider **Resolution 26-07-79** a resolution approving payment to Olson's Sewer for emergency waterman repairs in the amount of $23,657.44

9. To consider **Resolution 26-07-80** a resolution approving a grant application to the Minnesota Public Facilities Authority for the Drinking Water Revolving funds Program

10. To consider **Resolution 26-07-81** a resolution approving payment to Motorola Solutions for Mobile Radios in the amount of $12,136.00

11. To consider a long term financial plan from Abdo Financial in the amount of $12,500.00

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

12. Report of the Public Safety Director, Neil Bauer, for July 15, 2026

13. Report of City Building Official, Fred Weck, IV for July 15, 2026.

14. Report of the City Attorney, Tom Loonan, for July 17, 2026

15. Report of City Engineer Mark Erichson, WSB for July 16, 2026

16. Report of the Public Works Superintendent, Steve Reeves, for July 13, 2026

COMMUNICATIONS:

17. Facilities Groundbreaking Ceremony

OLD BUSINESS:

NEW BUSINESS:

18. To consider **Resolution 26-07-82** a resolution authorizing the execution and delivery of a ground lease and a lease-purchase agreement, and approving and authorizing issuance of lease revenue bonds and execution of related documents

19. To consider **Resolution No. 26-07-83** a resolution approving Amendment No. 2 to the Construction Manager Agreement with Kraus Anderson Construction Company.

20. To consider **Resolution No. 26-07-84** a resolution approving construction contracts for the City Hall and Fire Department Facilities Project and authorizing limited construction change order authority.

21. To consider a lease agreement between the City of Wyoming and Hallberg Marine, Inc. for the Wyoming Fire Department

COUNCIL REPORTS:

ADJOURN

DRAFT MINUTES
CITY COUNCIL
WORK SESSION MEETING
CITY OF WYOMING, MINNESOTA
JULY 7, 2026
5:30 PM

CALL TO ORDER:
Mayor Lisa Iverson called the Budget Work Session Meeting of the Wyoming City Council for July 7, 2026 to order at 5:32 P.M.

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, Claire Luge, and Brett Ohnstad.

Absent:

Also Present: Robb Linwood - City Administrator, Grant MacFarlane - Assistant City Administrator, Steve Reeves - Public Works Superintendent, and Neil Bauer - Wyoming Public Safety Director, and Mark Erichson - WSB

DETERMINATION OF A QUORUM:
Mayor Iverson determined a Quorum was present.

PLEDEGE OF ALLEGIANCE:

NEW BUSINESS:

1. Streets Capital Improvement Plan Discussion

City Administrator Linwood – Gave an overview on capital improvement plans including the City's philosophy on street projects, past projects completed by the City, planning for the next five years, and additional sources of funding and aid.

Engineer Erichson – Stated that the City will soon be able to access the state aid money that was advance encumbered into the City's construction account which will help further balance the street fund.

City Administrator Linwood – Review the current 5-year map showing future planned street projects and informed the Council that funds for the plans were based on modeling that was done with the finance director.

Engineer Erichson – Highlighted the changes from the previous CIP and shared the reasoning behind the changes.

Mayor Iverson – Stated that she was proud of the work that the Council and City Staff had done to reach this point in the street projects.

Councilmember Schilling – Shared his excitement at being caught up on streets and inquired about lower the speed at Kettle River Boulevard and future round-a-bout at East Viking Blvd. and Kettle River Blvd.

Engineer Erichson – Informed the Council that the round-a-bout was dependent on County and MNDOT decisions. Added that speed would be something that they would look further into.

Councilmember Nanko Yeager – Asked what a rural upgrade was on the street project list.

Engineer Erichson – Stated that a portion of the referenced road was gravel and that staff intended to assess the road and accommodate changes if possible.

Councilmember Nanko Yeager – Asked if the City could still bond for streets if the EDA Lease Bond was approved.

City Administrator Linwood – Confirmed that the City would still have bonding ability.

Councilmember Ohnstad – Stated that Kettle River Boulevard used to be partially a County road but that it no longer was, which he liked. He asked if that allowed the city to have more authority on speed limits along the roadway.

Engineer Erichson – Stated that was correct and that it needs to be reviewed again.

Administrator Linwood – Informed the Council that Polaris had expressed interest in moving their street project from 2028 to 2027 and that they had offered to pay a larger sum of costs for this to happen. Added that Staff was seeking Council feedback.

Councilmember Schilling – Shared his opposition to moving the project as it would push a different project back and that he did not like the optics.

Councilmember Ohnstad – Stated his preference that the existing CIP remain the same.

Councilmember Nanko-Yeager – Inquired if it was feasible to do two projects at once. Added that they would like City staff to ask Polaris if they could make the dual project more feasible.

City Administrator Linwood – Staff would be reviewing this,but based on the initial review the accounts would most likely go into the negative.

Councilmember Luger – Stated their preference to remain on track with the current schedule or for Polaris to make two projects feasible.

Mayor Iverson – Shared that they disliked the optics of the request.

MAYOR IVERSON ADJOURNED THE JULY 7, 2026 WORK SESSION MEETING AT 6:12 PM.

DRAFT MINUTES
CITY COUNCIL
REGULAR MEETING
CITY OF WYOMING, MINNESOTA
JULY 7, 2026
7:00 PM

CALL TO ORDER:

Mayor Lisa Iverson called the Regular Meeting of the Wyoming City Council for July 7, 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:

OPEN FORUM:

County Commissioner Montzka –Gave a brief update on County activities and areas of focus. He asked if the Council had anything that they felt he should be aware of.

Mayor Iverson –Reiterated the City's request for a crosswalk near Bruce's Foods. She stated that the watershed district, as a taxing entity, has come up in discussions. She explained her concern regarding the financial status of their projects and increases in their levy. She asked how the County Commissioners were looking into this, since they are a taxing entity.

County Commissioner Montzka – Stated that they are an independent entity, and have accomplished some good things. He noted that two of their members were recommendations from the County Board. He stated that the County Board was also concerned about the prices, but noted that the watershed district votes have been unanimous.

Councilmember Luger – Stated that there would be a closed session meeting soon regarding labor negotiations and explained that this was one of the longest public sector strikes in the history of the State. She explained that she felt it was important to get people back to work and encouraged the County Commissioners to continue to work and discuss this issue in good faith, and with the shared goal of getting the health and human service workers back on the job.

Ken Rutford, 4700 East Viking Boulevard – Referenced the Sunrise Estates project happening behind him and their plans for water that were shared at the Planning Commission a few weeks ago. He felt the snow removal plans would end up overflowing the ponds and would then go on their property and possibly also onto County Road 22, which concerned him. He explained that he would like to see some sort of privacy fencing between the properties. He shared concerns with the financing for this project and concerns that the economy will affect things, and the land will be torn up, but no houses can be built, because of financial considerations. He also shared concerns about the speed at which people travel on East Viking Boulevard.

Mayor Iverson – Asked City Engineer Erichson and Public Works Superintendent Reeves to

discuss Mr. Rutford's concerns related to snow removal plans.

City Engineer Erichson – Stated that he and Mr. Rutford had exchanged emails and had offered to meet in person with Mr. Rutford and his neighbors but that hadn't heard back. He clarified that staff had done a detailed review of the plans for pre- and post-development to ensure they met the City's rules.

Mayor Iverson – Asked Public Safety Director Bauer about the speed concerns that Mr. Rutford had raised, and if the State Patrol or the County Sheriff could go out there to help.

Public Safety Director Bauer - Stated that he has had multiple discussions about this and explained that a change in speed limit would not make a huge impact. He stated that he could see if there may be any efforts made alongside the County and possible changes for the school bus locations, but noted that it was out of their jurisdiction.

APPROVAL OF MINUTES:

1. **Consider approving the minutes of the "Work Session" of the Wyoming, Minnesota City Council for June 16, 2026**

   A MOTION WAS MADE BY COUNCILMEMBER SCHILLING, SECONDED BY COUNCILMEMBER OHNSTAD, TO APPROVE THE MINUTES OF THE "WORK SESSION" OF THE WYOMING, MINNESOTA CITY COUNCIL FOR JUNE 16, 2026, AS SUBMITTED.

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

2. **Consider approving the minutes of the "Regular Meeting" of the Wyoming, Minnesota City Council for June 16, 2026**

   A MOTION WAS MADE BY COUNCILMEMBER SCHILLING, SECONDED BY COUNCILMEMBER OHNSTAD, TO APPROVE THE MINUTES OF THE "REGULAR MEETING" OF THE WYOMING, MINNESOTA CITY COUNCIL FOR JUNE 16, 2026, AS SUBMITTED.

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

SCHEDULED BID LETTINGS: NONE

SCHEDULED PUBLIC HEARINGS: NONE

CONSENT AGENDA:

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

3. To consider authorizing the payment of recommended bills, payroll, and journal entries for the period of June 17, 2026, to July 7, 2026
4. To consider approving a Solicitor's Permit for Ashton McGee Restoration Group in the City of Wyoming
5. To consider approving a Solicitor's Permit for Curbside Waste in the City of Wyoming
6. To consider approving a Solicitor's Permit for Doco Exteriors in the City of Wyoming
7. To consider approving a Solicitor's Permit for Four Point Construction in the City of Wyoming
8. To consider **Resolution 26-07-67,** a resolution accepting a donation from First Resource

Bank to the Wyoming Public Safety Department

9. To consider **Resolution 26-07-68,** a resolution appointing election judges for the August 11, 2026, Primary Election
10. To consider **Resolution 26-07-69,** a resolution approving a payment to Guardian Fleet Safety for the building and outfitting of Squad 2603 in the amount of $18, 837.68
11. To consider **Resolution 26-07-70**, a resolution approving payment to Tenvoorde Ford for a 2026 Ford F-250 Crew Cab XL for the Wyoming Fire Department in the amount of $49,409.00
12. To consider **Resolution 26-07-71**, a resolution approving the purchase of turnout gear from MacQueen in the amount of $12,995.51
13. To consider **Resolution 26-07-72**, a resolution authorizing Spray Patching work by KCM Specialties in the not-to-exceed amount of $40,995.00
14. To consider **Resolution 26-07-73**, a resolution declaring certain items as surplus property and authorizing the Administration Department to dispose of the items through the online auction process
15. To consider **Resolution 26-07-74**, a resolution approving invoices from Wold Architects for design development of the City Facilities Project in the amount of $13,628.77
16. To consider **Resolution 26-07-75**, a resolution to approve special inspection and testing services by Braun Intertec in the amount of $51,493.50

A MOTION WAS MADE BY COUNCILMEMBER LUGER, SECONDED BY COUNCILMEMBER OHNSTAD, TO APPROVE #3, #4, #5, #6, #7, #8, #9, #10, #11, #12, and #13 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:

17. Report of the Public Safety Director, Neil Bauer, for July 1, 2026

18. Report of City Building Official, Fred Weck, IV, for June 29, 2026

19. Report of City Attorney Tom Loonan for June 30, 2026

20. Report of City Engineer Mark Erichson, WSB, for June 30, 2026

21. Report of Public Works Superintendent, Steve Reeves, for June 30, 2026

COMMUNICATIONS

22. Results of Radiochemical Monitoring in the City of Wyoming

City Engineer Erichson – Gave a brief update on the results of the radiochemical monitoring in the City. He explained that the City receives this information on an annual basis, and the most recent results showed that the numbers have decreased a bit, and would be continuing to monitor the situation.

OLD BUSINESS

NEW BUSINESS

23. To consider **Resolution 26-07-76**, a resolution approving a Preliminary Plat: D-26-004, “Sunrise Riverbank Commercial”, Location: East Viking Boulevard, Greenwood Golf Course

Site, Applicant: Richard Morris of NTD-COM, LLC, Property ID Numbers: 21.00012.20 & 21.10302.33

Zoning Administrator/Building Official Weck – Gave an overview of the application relating to the commercial portion of the Sunrise Riverbank project. He reviewed the zoning, site characteristics, transportation, utilities, and stormwater management plans. He stated that staff and the Planning Commission recommend approval subject to the conditions included in the staff report.

Mayor Iverson – Asked about the paving plans and if that meant Pinehaven wouldn't have to pave as much, and why there would be a park dedication for a commercial development.

Zoning Administrator/Building Official Weck – Reviewed the paving plans and noted that because there was an apartment building as part of the development, which is residential, there will need to be a park dedication given by the developer, which in this case will be cash.

Council Member Nanko Yeager – Asked if Pinehaven's CUP would have to be revised to reflect the decrease in the amount of Kettle River Boulevard that they will have to pave.

Zoning Administrator/Building Official Weck – Noted that he would have to look at the exact wording in the resolution and explained that he expected that Pinehaven would have to pave less of the road if this is approved.

Council Member Nanko Yeager – Asked if there were plans to put a trail from the apartment building to the park, and asked if there were plans to go out into the wetlands.

Mr. Morris – Stated that there would be sidewalks installed from the hotel/apartment building to the residential section. He noted that they no longer own the wetland mitigation bank, but they had a walking trail from the residential section that goes back to the vacated area.

Mayor Iverson –Believes that a hotel in the area was something that was a need for the city. She stated that she appreciated that this would have sidewalks to help people move through the area. She acknowledged that there have been a lot of changes made to the plans for this parcel, but attributed that to this being a complicated parcel.

A MOTION WAS MADE BY MAYOR IVERSON, SECONDED BY COUNCILMEMBER LUGER, TO APPROVE RESOLUTION 26-07-76 A RESOLUTION APPROVING A PRELIMINARY PLAT: D-26-004, "SUNRISE RIVERBANK COMMERCIAL", LOCATION: EAST VIKING BOULEVARD, GREENWOOD GOLF COURSE SITE, APPLICANT: RICHARD MORRIS OF NTD-COM, LLC, PROPERTY ID NUMBERS: 21.00012.20 & 21.10302.33

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

24. To consider **Resolution 26-07-77**, a resolution approving an Economic Development District and Economic Development Plan

City Administrator Linwood gave an overview of the work the Council and the Economic Development Authority have done with regard to evaluating the City's facilities and long-term operational needs. He briefly outlined highlights from the proposed Economic Development District and Economic Development Plan. He stated that staff and the City's legal counsel recommend approval.

Council Member Nanko Yeager – Referenced sections 6 and 7 of the proposed plan, which referenced property acquisition and financing, and read aloud some of the language. She asked if this meant that the EDA could potentially own facilities.

City Administrator Linwood – Answered that it would be further down the line in this overall process, but noted that as part of that structure, the City will have a ground lease with the existing property, which would go to the EDA.

Council Member Nanko Yeager – Noted that this plan seemed to be primarily geared towards funding facilities and other projects that may come along. She asked what this plan would accomplish that the EDA cannot already do.

City Administrator Linwood – Explained that it would provide flexibility to support redevelopment, infrastructure improvements, public facilities, and future economic development initiatives. He stated that it was not that the EDA cannot do it, but this establishes the District and would allow for when there was an opportunity that provides a long-term economic development tool for the entire community.

Mayor Iverson – Stated that by having this in place, she felt the City was a step ahead of some of the future projects that may come in, for example, apartment buildings.

City Administrator Linwood – Explained that it had been intentionally drafted to include some of the future activities throughout the City and wasn't solely just for the financing component.

A MOTION WAS MADE BY MAYOR IVERSON, SECONDED BY COUNCILMEMBER SCHILLING, TO APPROVE RESOLUTION 26-07-77, A RESOLUTION APPROVING AN ECONOMIC DEVELOPMENT DISTRICT AND ECONOMIC DEVELOPMENT PLAN THEREFOR.

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

25. To consider calling for a public hearing for the submittal of an application to the Minnesota Department of Employment and Economic Development for a Minnesota Investment Fund (MIF) Grant

City Administrator Linwood – Noted that the City had been working with Rosenbauer on their proposed plans to build a new building as well as an addition to their existing facility. He reviewed the estimated amount of private capital investment and job creation expected with this proposal. He gave a brief overview of the funding that may be available from the State as part of the Minnesota Investment Fund (MIF) and explained that this program required the City to hold a public hearing before submitting an application. He stated that staff was recommending that this public hearing be scheduled on August 5, 2026.

A MOTION WAS MADE BY MAYOR IVERSON, SECONDED BY COUNCILMEMBER OHNSTAD, TO APPROVE A PUBLIC HEARING FOR THE SUBMITTAL OF AN APPLICATION TO THE MINNESOTA DEPARTMENT OF EMPLOYMENT AND ECONOMIC DEVELOPMENT FOR A MINNESOTA INVESTMENT FUND (MIF) GRANT FOR AUGUST 5, 2026.

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

COUNCIL REPORTS:

Council Member Ohnstad – Attended the Park Advisory Commission and the City Council Work Session meetings.

Council Member Nanko Yeager – Attended the City Council Work Session meeting.

Council Member Luger – Attended the City Council Work Session meeting.

Council Member Schilling – Attended the City Council Work Session meeting.

Zoning Administrator/Building Official Weck – Stated that he wanted to answer the question Council Member Nanko Yeager had asked earlier in the meeting about the Pinehaven CUP related to paving. He read aloud the language from the resolution and stated that the CUP would not need to be changed.

Mayor Iverson – Attended the Park Advisory Commission meeting as a resident to share some ideas. She stated that she also attended the City Council Work Session meeting and the League of Minnesota Cities conference.

Public Safety Director Bauer – Noted that on August 4, 2026, from 6:00 to 8:00 p.m., there would be a Night to Unite event at Goodview Park and explained that they were looking for local businesses or organizations who may want to participate. He stated that on July 27, 2026, the Chisago Lakes Triathlon will pass through the City and encouraged people to come out and cheer the participants on.

A MOTION WAS MADE BY COUNCILMEMBER LUGER, SECONDED BY COUNCILMEMBER SCHILLING, TO ADJOURN THE JULY 7, 2026, "REGULAR MEETING" OF THE WYOMING, MINNESOTA CITY COUNCIL REGULAR MEETING AT 7:55 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:
JULY 21, 2026
7:00 PM

Request for Council Action

Date: July 15, 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 July 8, 2026 to July 21, 2026.

Request for Council Action

Date: July 17, 2026

Presented to: Mayor Iverson and City Council Members
Presented by: Grant MacFarlane, Assistant City Administrator
Department: Administration
Reference: Solicitation Permit
Method: Consent

***Background Information*:**
Curbside Waste of Osseo, MN has applied for a solicitors permit with the City of Wyoming. This permit would allow Curbside Waste of Osseo, MN to solicit within the City during the specified hours of 10:00AM – 7:00PM. A background check on all declared solicitors has been completed by the Wyoming Police Department and no disqualifying criminal history has been identified. The applicant has paid all permit fees associated with the application process.

Recommendation:
That the Wyoming City Council approves the Solicitation Permit application for Curbside Waste of Osseo, MN.

CITY OF WYOMING
ESTABLISHED 1855
Minnesota

APPLICATION FOR PEDDLERS, SOLICITORS AND TRANSIENT MERCHANTS

Date: 7/09/2026

Applicant Name (First, Middle, Last)	Andrew John Schleif
Date of Birth	[redacted]
Driver's License #	
Personal Address	
Phone Number	
Email Address	
Company Name (If applicable)	
Address of Company (If applicable)	18150 118th Ave N Osseo, MN 55369 United States
MN Tax ID Number (If applicable)	

LIST BELOW THE NAMES AND ADDRESSES OF ALL PERSONS THAT WILL BE SOLICITING:
(Use additional paper if needed)

Name (First, Middle, Last)	Address	Date of Birth	Driver's License #

Date(s) of Solicitation:	**From:** 7/09/2026	**To:** 12/31/3026
Hours of Solicitation:	**From:** 11:AM	**To:** 10 PM

DESCRIPTION OF MERCHANDISE TO BE SOLD:
Trash services

LIST OF VEHICLES USED- INCLUDING MAKE, MODEL, YEAR, LICENSE NUMBER

MAKE	MODEL	YEAR	LICENSE NUMBER

License Application Fee:	$150.00
Each Additional Solicitor:	$50.00

DATA PRACTICES ADVISORY: The data supplied in this application will be used to assess the qualifications for a license. This data is not legally required but the City will not be able to grant the license without it. If a license is granted, the data will constitute a public record. The data is needed to distinguish this application from others, to identify this application in City license files, to verify the identity of the applicant(s), to contact the applicant(s) if additional information is required and to determine if the applicant(s) meets all ordinance requirements.

Possession of this valid permit means that Wyoming City officials have verified the identity of the Solicitor(s) and investigated their criminal background.

The permit is valid only if it contains the original signatures of the Wyoming Director of Public Safety and City Administrator/Clerk, and the raised-letter City Seal. Wyoming residents are encouraged to report non-complying solicitors and/or those employing offensive solicitation tactics.

Public Safety Director_____

City Administrator/Clerk_____

(Seal)

Request for Council Action

Date: July 14, 2026

Presented to: Mayor Iverson and City Council Members
Presented by: Robb Linwood, City Administrator
Department: Administration
Reference: The 2026 City of Wyoming Insurance coverage renewal through the League of Minnesota Cities Insurance Trust/ Monetary limits on municipal tort liability
Method: Consent Agenda

***Background Information*:**

Each year as the City of Wyoming renews its liability insurance coverage with the League of Minnesota Cities Insurance Trust (LMCIT) it is requested to act on this declaration. LMCIT was created in the 70's when Minnesota Cities where having difficulty finding insurance due to numerous insurance claims for park accidents, sewer back-ups etc. and over the LMCIT years has created an affordable option for cities to provide insurance coverage and city policies that provide excellent maintenance procedures to prevent accidents in parks, sidewalks and sewer back-ups etc. so that today LMCIT and Minnesota Cities function as a well-managed partnership to serve their communities with cost effective services.

The Current statutory limits of liability for Minnesota cities are $500,000 for an individual claimant and $1,500,000 per occurrence. Cities can waive these limits to allow an individual claimant to recover more than $500,000, up to the $1,500,000 per occurrence limit, if excess liability insurance is purchased. However, the cost of excess liability insurance continues to be very expensive. Historically, the city has *not waived* the limits of liability and nearly 2/3rds of Minnesota Cities do the same. No court has ever established a monetary award in excess of the statutory limits against a municipality. This item confirms the City Council of The City of Wyoming *Does Not Waive* the monetary limits on municipal tort liability established by Minnesota Statutes 466.04. When renewing Liability Insurance Coverage with LMCIT (League of Minnesota Cities Insurance Trust)

Our current Liability Experience Modification Factor (Mod) is 0.921, which reflects a better-than-average claims history in this area. A mod below 1.00 indicates that our losses are lower than expected compared to similarly sized and classified entities, demonstrating the effectiveness of our risk management practices. Our Auto Experience Mod, meanwhile, is 1.150, which is slightly above the industry average. While a mod over 1.00 typically reflects higher-than-expected losses, it's important to note that the increase is largely attributed to a series of unavoidable incidents involving deer strikes, particularly with our police department vehicles.

Recommendation: To approve the 2026 City of Wyoming Insurance coverage renewal through the League of Minnesota Cities Insurance Trust in the amount of $127,370.00 and to confirm that the City Council of The City of Wyoming *Does Not Waive* the monetary limits on municipal tort liability established by Minnesota Statutes 466.04.

LEAGUE of MINNESOTA CITIES

CONNECTING & INNOVATING
SINCE 1913

Invoice

Member Name and Address
Wyoming, City Of
Po Box 188
Wyoming, MN 55092-0188

Invoice Date
07/09/2026

Agent
SF Insurance Group LLC
Po Box 441
Chisago City, MN 55013-0441
(651)257-6562

Account Number: 40003652
Account Type Property/Casualty Coverage Premium
Current Balance: $ 127,370.00
Minimum Due: $ 127,370.00
Due Date: 08/03/2026

Summary of activity since last Billing Invoice

See reverse side and attachments for additional information

Date	Activity	Account Balance	Minimum Due
	Previous Invoice Balance	118,774.00	
	Payments Received	-.00	
	Total of Transactions and Fees shown on reverse or attached	127,370.00	
	Current Balance	$ 127,370.00	$ 127,370.00

Detach and return this Payment Coupon with your payment

Account Number	Invoice Date	Due Date	Current Balance	Minimum Due
40003652	07/09/2026	08/03/2026	$ 127,370.00	127,370.00

Amount Enclosed $ _____

Member Name Wyoming, City Of

BILLING INVOICE - Return stub with payment - make checks payable to:

Mail payment 7 days before Due Date to ensure timely receipt

League of MN Cities Insurance Trust P&C
c/o Berkley Risk Administrators Company
222 South Ninth Street, Suite 2700
P.O. Box 581517
Minneapolis, MN 55458-1517

LEAGUE of MINNESOTA CITIES

League of Minnesota Cities Insurance Trust
Liability Coverage Waiver Form

Members who obtain liability coverage through the League of Minnesota Cities Insurance Trust (LMCIT) must complete and return this form to LMCIT before their effective date of coverage. Use the submit button below, otherwise, print and email to pstech@lmc.org, or fax to 651.281.1298.

Members who obtain liability coverage from LMCIT must decide whether to waive the statutory tort liability limits to the extent of the coverage purchased. *The decision to waive or not waive the statutory tort limits must be made annually by the member's governing body, in consultation with its attorney if necessary.* The decision has the following effects:

- *If the member does not waive the statutory tort limits*, an individual claimant could recover no more than $500,000 on any claim to which the statutory tort limits apply. The total all claimants could recover for a single occurrence to which the statutory tort limits apply would be limited to $1,500,000. These statutory tort limits would apply regardless of whether the member purchases the optional LMCIT excess liability coverage.
- *If the member waives the statutory tort limits and does not purchase excess liability coverage*, a single claimant could recover up to $2,000,000 for a single occurrence (under the waive option, the tort cap liability limits are only waived to the extent of the member's liability coverage limits, and the LMCIT per occurrence limit is $2,000,000). The total all claimants could recover for a single occurrence to which the statutory tort limits apply would also be limited to $2,000,000, regardless of the number of claimants.
- *If the member waives the statutory tort limits and purchases excess liability coverage*, a single claimant could potentially recover an amount up to the limit of the coverage purchased. The total all claimants could recover for a single occurrence to which the statutory tort limits apply would also be limited to the amount of coverage purchased, regardless of the number of claimants.

Claims to which the statutory municipal tort limits do not apply are not affected by this decision.

Select one of the options below.

(●) The member **DOES NOT WAIVE** the monetary limits on municipal tort liability established by Minn. Stat. § 466.04

( ) The member **WAIVES** monetary limits on municipal tort liability established by Minn. Stat. § 466.04, to the extent of the limits of the liability coverage obtained from LMCIT

LMCIT Member Name: City of Wyoming

Date of member's governing body meeting: 7/21/2026

Name and title of person completing this form: _____

Signature of person completing this form: _____

SUBMIT

July 13, 2026

Mr. Robb Linwood
City Administrator
City of Wyoming
26885 Forest Boulevard
PO Box 188
Wyoming, MN 55092

Re: 2026 Street Improvement Project
City of Wyoming, MN
WSB Project No. 032060-000

Dear Mr. Linwood:

Please find attached Construction Pay Voucher No. 1 for the above referenced project in the amount of $574,186.10. The quantities completed to date have been reviewed and agreed upon by the contractor, and we hereby recommend that the City of Wyoming approve Construction Pay Voucher No. 1 for North Valley, Inc.

The amount indicated above reflects work certified through July 2, 2026, with a 5% retainage applied. Please include one executed copy with the payment to North Valley, Inc. and return one executed copy to our office for our file.

If you have any questions, please contact me at 218.380.3564.

Sincerely,

WSB

Nathan Kock, PE
Project Manager

Attachment

cc: Mark Erichson, WSB

srb

178 E 9TH STREET | SUITE 200 | SAINT PAUL, MN | 55101 | 651.286.8450 | WSBENG.COM

RESOLUTION NO. 26-07-78

A RESOLUTION
APPROVING PAYMENT FOR PAY VOUCHER #1 TO NORTH VALLEY, INC. FOR THE 2026 STREET IMPROVEMENT PROJECT IN THE AMOUNT OF $574,186.10

WHEREAS, the City of Wyoming entered into a Contract with North Valley, Inc. to complete the 2026 Street Improvement Project; and

WHEREAS, the City Engineer, Mark Erichson, has inspected and approved the work on this project.

NOW, THEREFORE BE IT RESOLVED that the City of Wyoming Authorized the "Payment of Pay Voucher #1" in the amount of $574,186.10 to North Valley, Inc for the 2026 Street Improvement Project

ADOPTED BY THE CITY COUNCIL OF THE CITY OF WYOMING THIS 21ST DAY OF JULY, 2026

Lisa Iverson, Mayor

ATTEST:

Robb Linwood, City Administrator/Clerk

(seal)

Request for Council Action

Date: July 14, 2026

Presented to: Mayor Iverson and City Council Members
Presented by: Steve Reeves, Public Works Superintendent
Department: Public Works
Reference: 26549 Fallbrook Ave Storm Water Excavation & Repair
Method: Consent Agenda

Background Information:
Public Works Department leadership was notified of a sinkhole in the 26000 block of Fallbrook Ave by an alert maintenance staff member. Olson's Sewer Service was contacted and they mobilized allowing our maintenance staff to work with Olson's Sewer crew to find the root cause of the sinkhole. Olson's excavated the area adjacent to the catch basins in question. Repairs were made and the site was restored to original condition including asphalt paving the area adjacent to the storm water structure. Crews encountered poor soils, which likely caused the failure and complicated project completion

This was a safety sensitive infrastructure failure requiring immediate repair to prevent further potential property damage to City infrastructure as well as private business parking areas. The emergency nature of the situation resulted in the inability to wait for regular City Council approval, despite the expense exceeding the $10,000 spending threshold.

Recommendation: To approve payment to Olson's Sewer & for repairs to the watermain in the amount of $23,657.44

RESOLUTION NO. 26-07-79

A RESOLUTION TO AUTHORIZE PAYMENT FOR EMERGENCY WATERMAIN REPAIR SERVICES BY OLSON'S SEWER FOR THE WYOMING PUBLIC WORKS DEPARTMENT IN THE AMOUNT OF $23,657.44

WHEREAS, the Public Works Department received a report of a sinkhole in the 26000 block of Fallbrook Ave; and

WHEREAS, inspections of the site revealed the cause of the sinkhole as being a damaged watermain; and

WHEREAS, Olson's Sewer was contacted by the City to perform emergency maintenance work on the project, including watermain repairs and excavation; and

WHEREAS, Olson's Sewer was able to perform the emergency repairs in the amount of $23,657.44.

THEREFORE BE IT RESOLVED, the City of Wyoming authorizes payment to Olson's Sewer for emergency watermain repair services for the Wyoming Department of Public Works in the amount of $23,657.44.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF WYOMING THIS 21ST DAY OF JULY, 2026.

CITY OF WYOMING

By:_____
Lisa Iverson, Mayor

ATTEST:

_____
Robb Linwood, City Administrator/Clerk

Request for Council Action

Date: July 15, 2025

Presented to: Mayor Iverson and City Council Members
Presented by: Steve Reeves, Public Works Superintendent
Department: Public Works
Reference: Lead Service Line Replacement
Method: Consent

Background Information: The City of Wyoming is undertaking a Lead Service Line Replacement (LSLR) program to comply with updated national drinking water regulations issued by the U.S. Environmental Protection Agency through the Lead and Copper Rule Revisions. These regulations require all public water systems to identify and ultimately replace service lines that contain lead or galvanized steel that may have previously been connected to lead. Lead has no safe level of exposure and removing it from the drinking water system is a public health priority recognized at both the state and federal level. Minnesota's program is administered by the Minnesota Department of Health (MDH) in coordination with the Minnesota Public Facilities Authority (MPFA), and cities are required to plan and carry out replacements over time as funding becomes available.

Over the past several years, the City has invested significant effort in completing a detailed inventory of water service lines throughout the community, as required by MDH. Wyoming currently has no known lead service lines and 1 galvanized steel service line that is classified by MDH as requiring replacement. Completion of this inventory positioned the City to participate in the state funding program intended to support lead service line replacement through Minnesota's Drinking Water Revolving Fund. The City was awarded $25,000 in grant funding from the Minnesota Public Facilities Authority to begin replacement work. This funding allows the City to begin & hopefully complete the project in 2026.

The City's first and most important priority was the complete removal of the one confirmed galvanized service line in Wyoming which will be replaced as soon as possible.

Recommendation: To approve application to the Minnesota Public Facilities Authority (MPFA) to obtain a grant in the amount of $25,000.00 to fund the Water Service Line Replacement Project.

PUBLIC WORKS
Phone: 651-462-0580 • Fax: 651-462-0581
PO Box 188 • 26490 Faxton Avenue • Wyoming, MN 55092

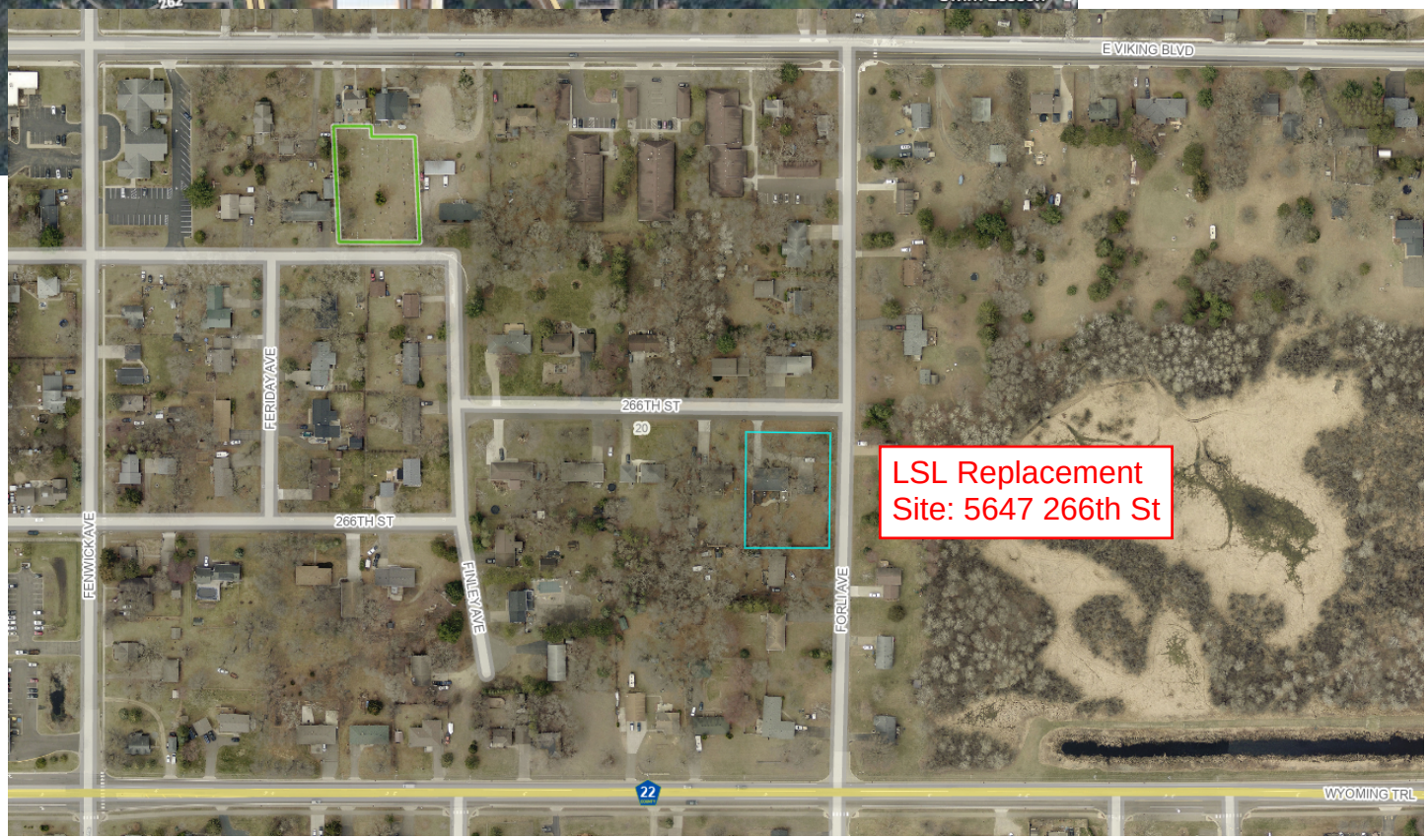
Wyoming - 1130018-05

LSL Replacement Project

1 Replacement to be completed at the following address : 5647 266th Street

Map:





RESOLUTION NO. 26-07-80

A RESOLUTION TO AUTHORIZE A GRANT APPLICATION TO THE MINNESOTA PUBLIC FACILITIES AUTHORITY FOR THE DRINKING WATER STATE REVOLVING FUNDS PROGRAM

WHEREAS, the City of Wyoming is hereby applying to the Minnesota Public Facilities Authority for a grant from the Drinking Water Revolving Fund for a lead service line replacement program as described in the City's application; and

WHEREAS, the City of Wyoming estimates that the MPFA-Financed amount is to be $25,000 or the as-bid cost of the project; and

WHEREAS, the City of Wyoming has the legal authority to apply for the grant and the financial, technical, and managerial capacity to repay the loan and ensure proper construction, operation, and maintenance of the project for its design life; and

THEREFORE BE IT RESOLVED, the City of Wyoming authorizes a grant application to the Minnesota Public Facilities Authority for the Drinking Water State Revolving Funds Program.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF WYOMING THIS 21ST DAY OF JULY, 2026.

CITY OF WYOMING

By:_____
Lisa Iverson, Mayor

ATTEST:

_____
Robb Linwood, City Administrator/Clerk

RESOLUTION NO. 26-07-81

A RESOLUTION APPROVING PAYMENT TO MOTOROLA SOLUTIONS FOR MOBILE RADIOS IN THE AMOUNT OF $12,136.00

WHEREAS, the Wyoming Fire Safety Department utilizes various equipment to carry out their operational duties; and

WHEREAS, mobile radios are a tool utilized by the Fire Department during lifesaving operations for continual communication between firefighters; and

WHEREAS, Motorola Solutions has previously provided mobile radios to the Fire Department;

WHEREAS, Motorola Solutions has provided a quote for the additional radios in the amount of $12,136.00; and

NOW, THEREFORE BE IT RESOLVED, the City of Wyoming approves payment to Motorola Solutions for mobile radios in the amount of $12,136.00

ADOPTED BY THE CITY COUNCIL OF THE CITY OF WYOMING THIS 21ST DAY OF JULY, 2026.

CITY OF WYOMING

By: _____

Lisa Iverson, Mayor

ATTEST:

_____

Robb Linwood, City Administrator/Clerk

Request for Council Action

Date: July 14, 2026

Presented to: Mayor Iverson and City Council Members
Presented by: Robb Linwood, City Administrator
Department: Administration
Reference: Long Term Financial Plan Abdo Financial
Method: Consent Agenda

***Background Information*:**
The City has periodically completed long term financial planning to evaluate its overall financial condition and assist the City Council in making informed decisions regarding future capital investments, debt management, tax levy planning, and financial sustainability. Staff is recommending an update to the City's long term financial plan to ensure future decisions are supported by current financial information and projections.

As part of the 2026 Budget, staff requested a proposal from Abdo Financial Solutions to prepare an updated five year long term financial plan covering fiscal years 2026 through 2030. The plan will provide the City Council with a comprehensive financial planning tool that evaluates the City's current financial position and projects future revenues, expenditures, debt obligations, capital funding, and levy impacts based upon assumptions developed with City staff. The analysis will include:

- Cash flow projections for the City's capital funds.
- Evaluation of debt service fund revenues and expenditures.
- Projected tax levy and tax rate impacts based upon anticipated growth and development.
- Evaluation of available funding sources for future capital improvements.
- Financial projections based upon anticipated operating and capital assumptions.

This analysis is intended to provide the Council with a long range financial framework for evaluating future policy decisions, capital improvements, equipment replacement, infrastructure investments, and debt management strategies. While the City's current public facilities projects will be incorporated into the analysis, the financial plan is intended to evaluate the City's overall financial health and assist with planning for all future priorities rather than focusing on any single project. Updating the City's long term financial plan will allow future financial decisions to be evaluated using current assumptions and provide greater transparency regarding the long term impacts of capital investment decisions on City finances and property taxes. The proposed cost for preparation of the Long Term Financial Plan is $12,500, payable in two installments of $6,250 upon execution of the agreement and $6,250 upon completion of the project. The proposal anticipates completion within approximately sixty days following receipt of the necessary financial information from the City.

Recommendation
Staff recommend approval of the proposal from Abdo Financial Solutions in the amount of $12,500.00 to prepare the City's updated Long Term Financial Plan



SERVICE PROPOSAL FOR

City of Wyoming

26885 Forest Blvd, Wyoming, Minnesota 55092

July 6, 2026

abdosolutions.com | *Mankato, MN - Edina, MN - Scottsdale, AZ*

Abdo Financial Solutions

Proposed by

Victoria Holthaus, CPA, MPA

Partner | Abdo

victoria.holthaus@abdofs.com

P *952.715.3069*



Robb Linwood, City Administrator

City of Wyoming

26885 Forest Blvd

Wyoming, Minnesota 55092

Dear Robb,

Thank you for the opportunity to submit this proposal to the City of Wyoming (the City) for partnering with the City on a long-term financial plan to address the City's need for resources to fund upcoming capital improvement projects. Based on our experience with the type of work outlined in the proposal, we are confident our experience and expertise will allow us to exceed your expectations. In this proposal, Abdo Financial Solutions, LLC (Abdo FS) will demonstrate to you that we are the best choice for the City as a partner to refine the capital improvement plan. Because we understand your goals, we will also:

- Prepare projections for the years ending December 31, 2026, through 2030 including:
  - Cash flow projections for all capital funds
  - Evaluation of debt services fund inflows and outflows
  - Projecting tax levy and rate changes, based on your assumptions for growth and development
- Evaluate funding sources and other assumptions provided by Management

LONG-TERM PLAN PROJECTION

The City has requested a proposal for preparing the projection (long range financial plan) which comprises the projected cash balances of City funds for the periods ending December 31, 2026, through 2030, including the related summaries of significant assumptions and accounting policies. A projection presents, to the best of management's knowledge and belief, the City's expected cash balances for the projection period assuming management's expected borrowing, capital purchases, expenditure change, and revenue change assumptions. It is based on management's assumptions, reflecting conditions it expects to exist and the course of action it expects would be taken during the projection period assuming the aforementioned assumptions. The projection is designed to provide management and Council a tool for future planning and might not be useful for other purposes.

The Firm is independent of the City as defined by auditing standards generally accepted in the United States of America.

Abdo FS acknowledges the City has retained an independent registered municipal advisor (IRMA) to assist and advise the City in evaluating information relating to the issuance of municipal securities and/or municipal financial products. Abdo FS acknowledges the City will rely on advice from their IRMA. Abdo FS will have no recourse against the City or its IRMA, regarding action or inaction relating to evaluating, commenting on, or responding to financial projects or information received under this Agreement. Abdo FS acknowledges it is not the registered independent municipal advisor retained by the Municipal Entity Client.

We look forward to meeting with you to discuss our proposal and appreciate this opportunity to present Abdo FS for your consideration. We will contact you within two weeks to discuss your interest in our services and provide any further information you may need.

Abdo Financial Solutions

Victoria Holthaus

Victoria Holthaus, CPA, MPA

Partner | Abdo

The path forward

WHAT'S YOUR VISION?

Let's build it together. With knowledge and care, Abdo lights your path forward—illuminating opportunity and fueling your confidence to navigate the future. What do you envision for your future? We believe it could look something like this:

- Improved fiscal management and resource allocation by anticipating future needs and prioritization.
- Implementation of a comprehensive long-term strategic plan and utility rate study to guide your City for years to come.

EXPERTISE FOR YOUR CHALLENGES

In the government space, your organization faces unique challenges that require a specific understanding of government regulations and operations. Our team not only has experience working with governmental entities, but many came directly from city administration and finance offices, giving them a unique understanding of the challenges you face.



Meet Jessi

Jessi Sturtz

Manager

Jessi has over ten years of experience working with local governments in accounting and finance, as well as ten years of experience in the banking industry. She has over 10 years of experience working with Banyon, and 3 years working with BS&A. She currently works with clients ranging from 1,000 - 25,000 in population in a variety of different financial roles such as budgeting, audit preparation, monthly cash reconciliation, processing accounts payable, and quarterly financial reporting.



The Abdo Difference

At Abdo, we believe in the importance of relationships. This core value is the foundation of our approach to delivering the best experience and outcomes for our clients. It's inherent in our people and the way we work.

We know that for our clients to be successful, it takes more than having experience and credentials – we take the time to listen to their unique motivations, goals, and challenges. We truly care about their journey and where their path leads.

LEARN MORE ON OUR WEBSITE

Your Team

At Abdo, we believe that trust is a vital component in the success of our partnership. That trust requires an understanding of your needs and confidence in the expertise of your engagement team. That's why we've curated a team with relevant experience and first-hand knowledge of the challenges you face. Many of our advisors have worked in government finance offices for decades, cultivating the same experiences you currently face. This depth of understanding can lead to a comprehensive view of your challenges, potential cost reductions, and a quicker road to results.

KEY CONTACTS

Key team members are briefly profiled below, with additional staff providing support as needed throughout the engagement.



VICTORIA HOLTHAUS, CPA, MPA

Partner
victoria.holthaus@abdofs.com
P *952.715.3069*



JULIE MCMACKINS

Senior Manager
julie.mcmackins@abdofs.com
P *952.715.3062*



JESSI STURTZ

Manager
jessi.sturtz@abdofs.com
P *507.304.6888*



IZZY WILFAHRT

Associate
izzy.wilfahrt@abdofs.com
P *952.395.9334*

Long-term Planning Approach

PROJECT APPROACH

The following information outlines the approach we will take for the project.

INITIAL ASSESSMENT

The first step to this project is to review and analyze data provided by the City. After this review, Abdo FS will meet with the city team to discuss overall anticipated project expectations, outcomes and timelines.

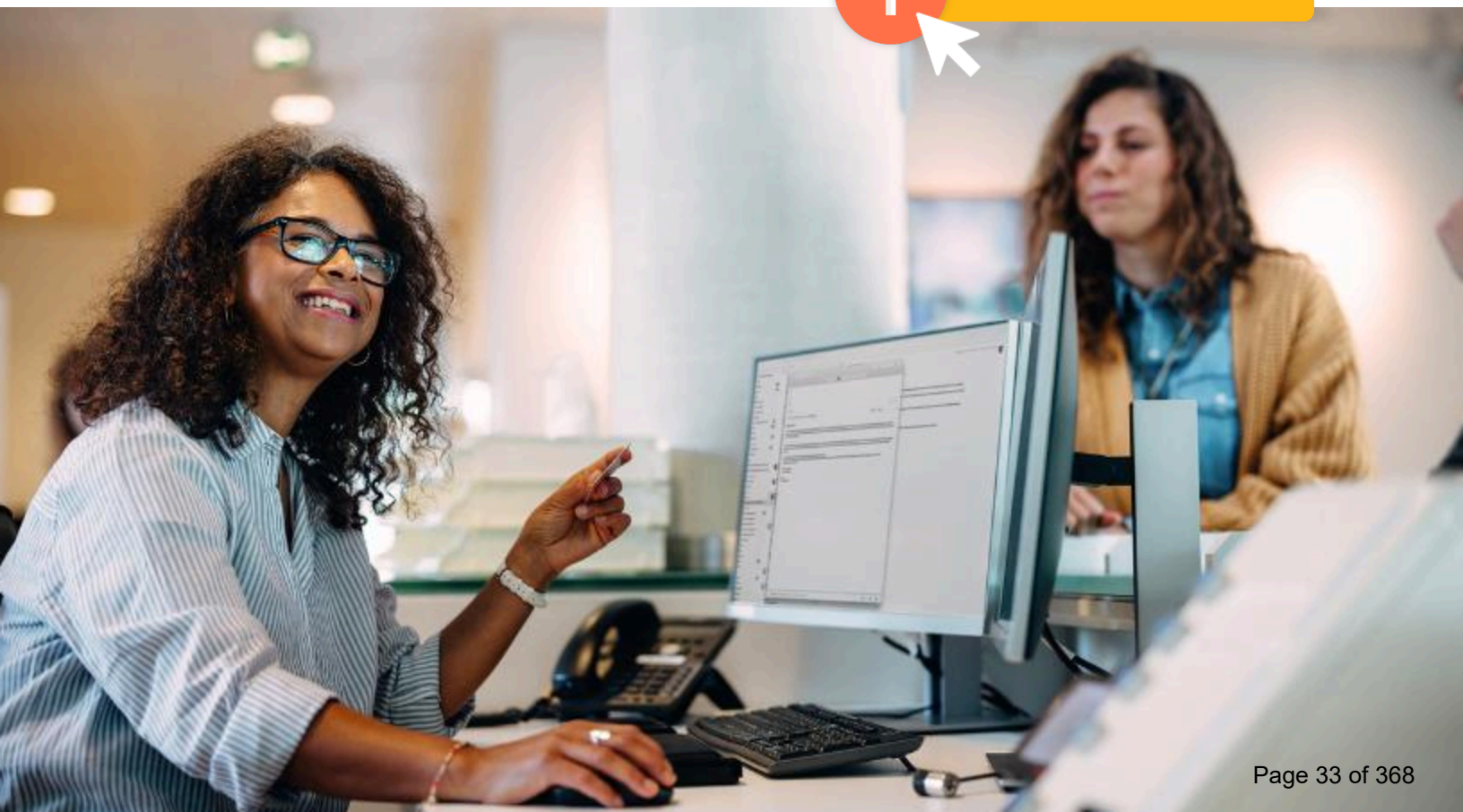
LONG-TERM PLAN

The objective of our consulting engagement is to prepare a projection in accordance with guidelines for the presentation of a projection established by the American Institute of Certified Public Accountants (AICPA) based on information provided by you. We will conduct our consulting engagement in accordance with Statements on Standards for Accounting and Review Services (SSARS) promulgated by the Accounting and Review Services Committee of the AICPA and comply with the AICPA's Code of Professional Conduct, including the ethical principles of integrity, objectivity, professional competence, and due care.

We are not required to, and will not, verify the accuracy or completeness of the information you will provide to us for the consulting engagement or otherwise gather evidence for the purpose of expressing an opinion or a conclusion. Accordingly, we will not express an opinion or a conclusion or provide any assurance on the projection.

Our consulting engagement cannot be relied upon to identify or disclose any misstatements in the projection, including those caused by fraud or error, or to identify or disclose any wrongdoing within the entity or noncompliance with laws and regulations.

SEE A SAMPLE REPORT



CITY EXPECTATIONS

The engagement to be performed is conducted on the basis that you acknowledge and understand that our role is to prepare the projection in accordance with guidelines for the presentation of a projection established by the AICPA. You have the following overall responsibilities that are fundamental to our undertaking the engagement to prepare your projection in accordance with SSARS.

- The selection of accounting principles to be applied in the preparation of the projection.
- The design, implementation, and maintenance of internal control relevant to the preparation and presentation of the projection that is free from material misstatement, whether due to fraud or error.
- The prevention and detection of fraud.
- To ensure that the City complies with the laws and regulations applicable to its activities.
- The accuracy and completeness of the records, documents, explanations, and other information, including significant judgments, you provide to us for the engagement to prepare the projection. Devote uninterrupted time to working with us as needed.
- Make candid representations about your plans and expectations.
- Make all management decisions and perform all management functions.
- Provide an individual responsible to review and accept our work.
- To provide us with:
    - Documentation and other related information that is relevant to the preparation and presentation of the projection,
    - Additional information that may be requested for the purpose of the preparation of the projection, and
    - Unrestricted access to persons within the City with whom we determine it necessary to communicate.

The projection will not be accompanied by a report. However, you agree that the projection will clearly indicate that no assurance is provided on it.

UNANTICIPATED SERVICES

While the fixed price entitles the City to unlimited consultation with us, if your question or issue requires additional research and analysis beyond the consultation, the work will be subject to an additional price, payment terms, and scope to be agreed upon before the service is performed and a change order will be issued to document this understanding.

Furthermore, the parties agree that if an unanticipated need arises (training to different groups, researching a new issue, etc.) we hereby agree to perform this additional work at a mutually agreed upon price. This service will be priced separately to the City, using a change order.

PRICE GUARANTEE

If you ever receive an invoice without first authorizing the service, payment terms, and price, you are not obligated to pay for that service.

FINANCIAL INVESTMENT

Long-term Plan	$12,500
Payment Schedule:	
Contract Execution	*$6,250*
Project Completion	*$6,250*

Travel time for attendance at a Council Meeting will be invoiced at one-half our hourly bill rates, plus mileage at current IRS rates. If the City requires a revision to initial assumptions (i.e. a revision to the capital improvement plan, or other major assumptions) a second iteration of the report can be provided at a cost of $5,000.

In an effort to reduce environmental impact, you will receive printable, downloadable PDFs of your report. To receive one (1) paper report, you will be charged $150 for a set-up fee. Additional paper copies will be charged at the rate of $50 per report.

This quote is valid for thirty (30) days.

Abdo FS will begin preparing the long-term plan for the City in the summer of 2026 upon execution of the agreement. Completion of the long-term plan is expected to be within sixty (60) days from inception of the project however; this is dependent on the timing of information provided by the City to Abdo FS for the long-term plan development. If the long-term plan is unable to be issued within 120 days from kick-off due to the City's capital improvement plan being complete, or other changes in assumptions, an additional scenario charge may be assessed.

The stated fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the engagement. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

You agree to hold us harmless and to release, indemnify, and defend us from any liability or costs, including attorney's fees, resulting from management's knowing misrepresentations to us.

QUALITY ASSURANCE

Quality is critical the success and integrity of this project. Our internal processes ensure that all work is reviewed and approved prior to moving to the next phase of a project. Our processes require that work is reviewed by a staff member at a higher level than the person that completed it and ultimately the work is signed off on by the Abdo FS President.

CONCLUSION

Throughout this process we will be in constant communication with the city team to ensure their needs are being met. By utilizing our operational experience as well as our knowledge of governmental accounting, our 50 plus years of experience providing services to Minnesota municipalities and our knowledge of regulations in the State of Minnesota we will provide the City information and recommendations for financial processes. We are excited about this opportunity and the benefits the City will recognize as this long-term plan is finalized.



Technology

We believe technology should enhance our service offerings, making our work less intrusive, our time with you more productive and everyone's data more secure. The use of technology in our services enables us to streamline our processes and helps to automate certain functions of our work so we are able to spend more time analyzing our results and working directly with you.

Through the outbreak of COVID-19, our team has been able to seamlessly move to a completely remote work environment with no loss of productivity, cooperation, or communication. Since March 17, 2020, our staff has been successfully conducting remote services using the latest video conferencing and secure file sharing technology. Through Zoom, Microsoft Teams, or whatever technology your city may use, our team will continue to work through normal procedures, including regular meetings with you during the engagement to ensure effective collaboration with your team.

We take the security of our client's data - and our own - very seriously. A number of systems are in place to ensure the safety of your city's data. We operate on a remote distributed infrastructure leveraging Microsoft's Cloud Platform Azure. This not only allows our staff to securely work from any computer, anywhere, any time, but also provides large-scale, cutting-edge technology and security for your data. Your data is housed in secure data centers that reside exclusively in the U.S. and not on laptops or local servers which could be stolen or misplaced. We continually provide security awareness training to our staff members to ensure they are good digital stewards of your data. In addition to this, we also consult biannually with 3rd party security experts to conduct risk assessments and conduct annual penetration tests.

IT ALSO MEANS:

All firm staff use dual authentication to ensure that every login to our remote environment is secure and authorized.

All data is saved on redundant servers and data centers so if one server fails, another immediately takes over with no data lost.

All data is backed up continually which means we always have an extra copy for safe-keeping.

All incoming emails, attachments, and embedded links are scanned for viruses prior to landing in our inbox, which allows us to operate with more protection from phishing emails, malware attacks, and other digital threats.

Our cloud platform, Azure, is globally trusted by companies and governments and has numerous security compliance standard they adhere to. Reports of these can be provided as requested.

What Our Clients Say



CLIENT REFERENCES

One of the things we enjoy most about our work is developing long-term relationships with our clients and watching their city thrive as we help them to evolve and grow. Our clients listed below serve as a sample of references of those we partner with for their financial accounting and consulting services. Additional references are available upon request.

CITY OF DUNDAS

Jenelle Teppen

City Administrator

P *507.645.2852*

SERVICES PROVIDED

Long-term Plan

Outsourced Finance Director

Budgeting

Audit Preparation

CITY OF GREEN ISLE

Diane Hatlestad

City Clerk/Treasurer

P *507.964.5748*

SERVICES PROVIDED

Outsourced Finance Director

Audit Preparation

Budgeting

Payroll

Online Payment Automation

Long-term Plan

CITY OF SPICER

Jen Beckler

City Administrator

P *320.796.5562*

SERVICES PROVIDED

Outsourced Finance Director

Budgeting

Payroll

Long-term Plan

Utility Rate Study

Audit Preparation

Why Partner with Abdo

LIGHTING THE PATH FORWARD

In a world of ever-changing complexity, people need caring, empathetic and highly skilled professionals they can depend on to provide the right advice and solutions for them. Our clients seek growth and success, but also want security and confidence. For over 60 years, Abdo has provided insights for our clients to help them achieve their goals.

That same innovative spirit is also what has earned us the title of being one of the top accounting firms in the Midwest. Abdo is a better firm today because of the efforts we made to support a culture driven by our core values of growth, relationships, and teamwork.

With this foundation in place, we have successfully helped our clients identify and break through their own growth barriers. Every challenge they face is an opportunity for us to listen, understand and empower them with solutions and a plan to achieve their goals. It's fulfilling to serve as the catalyst that helps them overcome obstacles that block their progress.

When it comes to our working relationships, we are partners. We're confidants. We're the catalyst that sparks true business growth, providing guidance through every challenge and opportunity along the way.

ABOUT ABDO

Abdo is a full-service accounting and consulting firm that delivers customized strategies and innovative solutions to help businesses, governments and nonprofits succeed. With more than 200 professionals and over six decades of experience, Abdo is ranked as one of the top accounting firms in the Midwest. It is a licensed CPA firm with offices located in Minneapolis and Mankato, Minnesota, and Scottsdale, AZ. Abdo's commitment to its clients is to gain in-depth knowledge of their unique challenges, opportunities, and needs. Through this consultative approach, Abdo partners with organization leaders to light the path forward to confidently reach their goals.

"Listening to our clients' needs, understanding their challenges, and adjusting how we work together is key to our partnership with the people we serve."

-- **Steve McDonald, CPA** | *Managing Partner*

Appendix A

AGREEMENT FOR FINANCIAL SERVICES

Agreement for Financial Services

THIS AGREEMENT, is made and entered into on July 6, 2026 by and between the City of Wyoming, Minnesota (hereinafter referred to as the ("Client"), and Abdo Financial Solutions (hereinafter referred to as the "Contractor").

Articles of Agreement & Recitals

WHEREAS, the Client is authorized and empowered to secure from time to time certain professional services through contracts with qualified consultants; and

WHEREAS, the Contractor understands and agrees that:

1. The Contractor will act as an Independent Contractor in the performance of all duties under this Agreement. Accordingly, the Contractor shall be responsible for payment of all taxes, including federal, state and local taxes and professional/business license fees arising out of the Contractor's activities;
2. The Contractor shall have no authority to bind the Client for the performance of any services or to obligate the Client. The Contractor is not an agent, servant, or employee of the Client and shall not make any such representations or hold himself/herself out as such;
3. The Contractor shall be the exclusive outsourced accounting service provider for the Client during the term of this Agreement;
4. The Contractor shall perform all professional services in a competent and professional manner, acting in the best interests of the Client at all times.
5. The Contractor shall not accrue any continuing contract rights for the services performed under this Agreement.

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

ARTICLE I

INCORPORATION OF RECITALS

The recitals and agreement set forth above are hereby incorporated into this Agreement.

ARTICLE II

LIABILITY INSURANCE

Section 1 Liability Insurance: The Contractor shall obtain professional liability insurance, at their expense with liability insurance coverage minimums in the amount of $2,000,000, which Contractor must secure and maintain during the term of this Agreement. Contractor will provide Client with proof of liability insurance coverage under this Agreement in writing upon request by the Client.

ARTICLE III

DURATION OF THE AGREEMENT

Section 1 Duration: This Agreement shall commence upon date of execution by all parties and will remain in effect until December 31, 2026 unless earlier terminated as provided in Sections 2 and 3.

Section 2 Client's Termination Rights: The Client may terminate this Agreement upon sixty (60) days written notice in the event the Client determines in its sole discretion that it is not in the Client's best interest to continue using Contractor's services. The Client may terminate on ten (10) days written notice if the Contractor fails to perform its obligations under this Agreement.

Section 3 Contractor's Termination Rights: Contractor may terminate this Agreement upon thirty (30) days written notice to Client in the event Client does not pay Contractor compensation as required under Article 5, Section 9 within fifteen (15) days after invoice is received by Client. In the event of non-payment within thirty (30) days, Contractor shall give the Client an opportunity to cure the default by giving a notice of such non-payment and an additional five (5) days after the Client's receipt of the notice to remit such payment, prior to giving a notice of termination. Contractor can also terminate the Agreement with sixty (60) days written notice if the Contractor believes it is in its best interests to terminate the Agreement.

ARTICLE IV

GENERAL

Section 1 Authorized Client Agent: The Client's authorized agent for the purpose of administration of this Agreement is the City Administrator. Said agent shall have final authority for approval and acceptance of the Contractor's services performed under this Agreement and shall further have responsibility for administration of the terms and conditions of this Agreement. All notices under this Agreement shall be sent to the person and address indicated below on the signature lines.

Section 2 Amendments: No amendments or variations of the terms and conditions of this Agreement shall be valid unless in writing and signed by the parties.

Section 3 Assignability: The Contractor's rights and obligations under this Agreement are not assignable or transferable.

Section 4 Data: Any data or materials, including, but not limited to, reports, studies, photographs, negatives, or any and all other documents prepared by the Contractor or its outside consultants in the performance of the Contractor's obligations under this Agreement shall be the exclusive property of the Client, and any such data and materials shall be remitted to the Client by the Contractor upon completion, expiration, or termination of this Agreement. Further, any such data and materials shall be treated and maintained by the Contractor and its outside consultants in accordance with applicable federal, state and local laws. Further, Contractor will have access to data collected or maintained by the Client to the extent necessary to perform Contractor's obligations under this Agreement. Contractor agrees to maintain all data obtained from the Client in the same manner as the Client is required under the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13 or other applicable law (hereinafter referred to as the "Act"). Contractor will not release or disclose the contents of data classified as not public to any person except at the written direction of the Client. Upon receipt of a request to obtain and/or review data as defined in the Act, Contractor will immediately notify the Client. The Client shall provide written direction to Contractor regarding the request within a reasonable time, not to exceed fifteen (15) days. The Client agrees to indemnify, hold harmless and defend Contractor for any liability, expense, cost, damages, claim, and action, including attorneys' fees, arising out of or related to Contractor's complying with the Client's direction. Subject to the aforementioned, Contractor agrees to defend and indemnify the Client from any claim, liability, damage or loss asserted against the Client as a result of Contractor's failure to comply with the requirements of the Act. Upon termination and/or completion of this Agreement, Contractor agrees to return all data to the Client, as requested by the Client.

ARTICLE IV - CONTINUED

GENERAL (CONTINUED)

Section 5 Entire Agreement: This Agreement is the entire agreement between the Client and the Contractor, and it supersedes all prior written or oral agreements. There are no other covenants, promises, undertakings, or understandings outside of this Agreement other than those specifically set forth. Any term, condition, prior course of dealing, course of performance, usage of trade, understanding, or agreement purporting to modify, vary, supplement, or explain any provision of this Agreement is null and void and of no effect unless in writing and signed by representatives of both parties authorized to amend this Agreement.

Section 6 Severability: All terms and covenants contained in this Agreement are severable. In the event any provision of this Agreement shall be held invalid by any court of competent jurisdiction, this Agreement shall be interpreted as if such invalid terms or covenants were not contained herein, and such holding shall not invalidate or render unenforceable any other provision hereof.

Section 7 Contractor Fiscal Decision Waiver: Contractor is responsible for providing the Client with timely and accurate financial recommendations and information that allows the Council the ability to make final financial decisions. Contractor will provide final financial recommendations but is not responsible for the final decisions made regarding financial matters.

Section 8 Compensation: The parties agree that the Contractor shall be paid compensation for the services provided hereunder, payable for work performed in accordance with this Agreement, based on the fees indicated on the Value page of this proposal. Additional fees will not be incurred without prior approval of the Client.

Initial invoice for anticipated first month fees will be sent within 10 days of the execution of this agreement. Monthly installment fees will be invoiced throughout the remainder of this Agreement. If the Agreement is for an hourly fee basis, invoices will be sent monthly.

Section 9 Additional Services: Should the Client request additional services in addition to the Contracted Services, the Contractor will provide the Client with proposed fees for the services to be provided. The Client shall provide a written or electronic confirmation prior to the proposed services implementation.

Section 10 Outside Contractors: It shall be the responsibility of Contractor to compensate any other outside consultants retained or hired by Contractor to fulfill their obligations under this Agreement and shall be responsible for their work and Contractor, by using outside contractors, shall not be relieved of its obligations under this Agreement.

Section 11 Municipal Advisor: Abdo FS acknowledges the Client has retained an independent registered municipal advisor (IRMA) to assist and advise the Client in evaluating information relating to the issuance of municipal securities and/or municipal financial products. Abdo FS acknowledges the Client will rely on advice from their IRMA. Abdo FS will have no recourse against the Client or its IRMA, regarding action or inaction relating to evaluating, commenting on, or responding to financial projects or information received under this Agreement. Abdo FS acknowledges it is not the registered independent municipal advisor retained by the Municipal Entity Client.

Section 12 Equal Employment Opportunity: Abdo, LLP and its subsidiary companies are committed to providing equal employment opportunities to all employees and applicants for employment without regard to any legally-recognized basis “protected class” including but not limited to: veteran status, uniform service member status, race, color, religion, sex, national origin, age, physical or mental disability, sexual orientation or marital preference, genetic information or any other protected class under federal, state, or local law.

Appendix B

AGREEMENT FOR THE PROVISION OF PROFESSIONAL SERVICES

Agreement for the Provision of Professional Services

WHEREFORE, this Agreement was entered into on the date set forth below and the undersigned, by execution hereof, represent that they are authorized to enter into this Agreement on behalf of the respective parties and state that this Agreement has been read by them and that the undersigned understand and fully agree to each, all and every provision hereof, and hereby, acknowledge receipt of a copy hereof.

City of Wyoming

26885 Forest Blvd

Wyoming, Minnesota 55092

SIGNATURE

Robb Linwood

Abdo Financial Solutions, LLC

5201 Eden Avenue, Suite 250

Edina, Minnesota 55436

Victoria Holthaus

Victoria Holthaus, CPA, MPA

Partner | Abdo, LLP

July 6, 2026

CITY OF WYOMING Minnesota

Council Memo

Date: July 15, 2026

To: Honorable Mayor and Members of the City Council

From: Neil Bauer, Public Safety Director

Subject: Public Safety Council Update

Police Department

We have 2 food trucks confirmed and are actively seeking 1 more truck! Our goal, in partnership with the Multicultural Advisory Committee, is to bring in multicultural food truck options. This year, we have funds from the Minnesota Chiefs of Police Foundation and are working with another community organization to support Night to Unite. Attendees will need to complete a scorecard by visiting the incredible vendors that attend in order to receive their meal voucher.

Fire Department

We are working hard to prepare for the move and the dumpster is getting more full by the week! It's amazing how much gets accumulated after decades of occupying a workspace. We should be fully prepared by the end of July to operate out of our temporary facility.

To ensure accurate, complete, and well-researched responses, City staff respectfully request that questions regarding agenda items be submitted in advance of the Council meeting whenever possible. Questions raised during the meeting that require additional research, legal review, or coordination may not be answered immediately. In such cases, staff will follow up with a complete response as soon as practical.

July 15, 2026
Honorable Mayor and City Council
City of Wyoming
26885 Forest Boulevard
Wyoming, MN 55092

RE: JULY 21, 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.

Wyoming Elementary School
Roofing and rooftop HVAC equipment are being installed. Interior ductwork and hydronic piping installation are ongoing. Underground plumbing rough-in inspection has been approved. The permits have been issued. Work areas include the gymnasium, restrooms, class rooms, and mechanical systems.

Sunrise Flour Mill Phase 2
The interior flour mill room has been constructed. Plumbing rough-in, framing and fireblocking inspections have been approved. Building permits have been issued to complete phase 2 to remodel the existing 24,000 square foot building located at 26327 Fallbrook Avenue into a flour mill for Sunrise Four Mill.

Excel Monopole
The permit is ready to issue.

Rosenbauer Cold Storage, Tilt Table, and Scale
The permit has been issued.

Wyoming Motel
The property owner was sent a certified letter in April after the building was evacuated and placarded as uninhabitable. Since then I have had mostly infrequent email conversations with her and had extended the deadline for her to provide me with a schedule to either repair or raze the structure. The last email was on July 7th with a deadline of July 16th. As of this report I have not received a schedule. I will provide an update during the council meeting.

Sincerely,

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

ECKBERG LAMMERS
ATTORNEYS AT LAW

www.eckberglammers.com

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

Writer'sEmail: tloonan@eckberglammers.com

July 17, 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 – July 1st - July 17th

Dear Robb:

Our office continues our role as general counsel, answering questions, addressing legal concerns and reviewing items for the City as requested. We have filed our proposed findings and conclusions of law in the Letson variance dispute and are awaiting a decision of the Court. We continue assisting staff in addressing legal matters relating to development and land use within the City.

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

July 16, 2026

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

Re: July 21, 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
Concrete curb and sidewalk replacement is complete. Storm sewer repairs and private utility relocation have been completed. Milling of the top layer of pavement is complete with identification of a number of areas that require full depth removal and replacement which was expected. This work has been partially completed and will be completed on July 21st. All roadway manholes will be adjusted and patched prior to the new layer of asphalt being placed. Final paving is scheduled to take place starting the afternoon of July 22nd and be completed July 24th. A pay voucher is on the consent agenda for council consideration.

CIP and 2027 Street Improvement Project
Staff developed an updated 5-year Capital Improvements Plan for 2027-2031. Our current CIP is for the years 2025-2029. Staff have had initial meetings to discuss current road priorities, project costs and worked with the City financial consultant to review the implications to the financial model for the roadway improvement fund. Based on this initial meeting, staff have identified and prioritized projects for 2030 and 2031. Staff and council discussed the 2027-2031 CIP at the July 7 City Council work session. We will be prepared to discuss further with City Council at the July 21st City Council meeting.

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 coming weeks as the contractor plans to

complete remaining punch list items in the next two weeks. Additional pressure is being placed on the contractor to finalize this project and allow the City to close out the project and make final payment.

Summer Fields Development
The project is on hold until further notice. The developer will be contacting me once they have determined a path forward to resume construction and complete the sanitary sewer, watermain, storm sewer, and streets.

Sunrise Riverbank Development (residential and commercial)
Staff continue to work with the applicants on both the residential and commercial portions of the overall development as they work to address staff comments. Detailed comments were provided to the applicant's resubmittal on the residential portion (Preserves at Carlos Avery) and we are awaiting a resubmittal on the commercial portion of the development.

Katies Glen
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 (it appears work has been completed and we will inspect once vegetation is growing along the pond perimeter), we will ask the City Council to accept the improvements and release escrows and the letter of credit. This is expected to take place at the July 21st City Council meeting and is contingent upon vegetation reaching 70% on the pond slopes that were recently completed. Vegetation is currently at approximately 50%.

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.

TH 8
We have provided multiple reviews of the TH 8 plans provided by Chisago County and provided feedback so they can incorporate into their final design. The County recently provided plans for our review once again and staff will be providing additional comments as necessary.

Frontier Communications/MasTec High Speed Fiber
No new update. Staff are in receipt of two large utility projects that will provide high speed fiberoptic installations within Wyoming. We have provided extensive review and provided these comments to update their proposed plans. We have received 1 of the 2 plans back and provided additional comments. More details will be provided with the project expected to start this spring once road restrictions are removed.

A preconstruction meeting is expected to be coordinated in the near future.

Pavement Preservation Project –
Public works and Engineering are working to receive quotes to perform a test area utilizing two separate products that would be applied to roadways in the 1–5-year-old range to maximize

pavement life expectancy. Like Wyoming, many communities have stopped the use of chip seals and are utilizing these rejuvenator products instead.

WSB has prepared a quote package for crack filling and mastic application on various roadways including those in the 2024 and 2025 improvement project areas.

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

CITY OF WYOMING
ESTABLISHED 1855
Minnesota
PUBLIC WORKS

July 13, 2026

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

RE: July 21, 2026 City Council Meeting

Public Works Department Activity

- Mowing Right of Way citywide
- Street Sweeping in enhanced area in coordination with CLFLWD
- Emergency tree clean up after storm on Sunday, July 5th into Monday, July 6th
- Pulled weeds at park locations and City Hall
- Continue to patch East Viking Blvd from Glen Oak Dr to the east
- Gravel road maintenance is complete. All gravel roads have been maintained at least once
- Pothole patching is ongoing in neighborhoods as well as E Viking Blvd from Glen Oak to Polaris gate
- Seasonal staff have begun working on locating and marking water system infrastructure and building a tie card system showing sketches and measurements
- Building maintenance at our Faxton Shop
- Coordinating with engineering and contractors through 2026 Street Improvement Project
- 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:

- Pothole patching is underway in neighborhoods & E Viking Blvd

Utilities:

The crew completed utility locates in the city. Meter installs as they come through.

- Sanitary Sewer
  Staff continue to check lift stations & generators during daily rounds. Lift station equipment inspections and maintenance is ongoing. Annual maintenance at all Lift Stations is underway and being performed by Kodiak Power Solutions.

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. Sustained exercising of Well 3. MN Dept of Health and Dept of Natural Resources reporting are complete. Fluoride report was completed and submitted. Bacterial testing has been completed. Working with Minnesota Department of Health and WSB on our lead copper service replacement which will occur later this year.

Surface/Storm Water:

Street Sweeping in Enhanced Area is ongoing. Olson's Sewer is preparing to excavate to find the root cause of a sink hole on Fountain Ave

Parks:

Trash pick-up is becoming more regular now that spring is upon us. Replacement of plastic borders at Verges Memorial Park with wooden timbers.

Fleet:

Regular maintenance of vehicles is ongoing. All vehicles & equipment are receiving regularly scheduled maintenance at manufacturers' recommended intervals. Motor grader is undergoing annual preventative maintenance. 22902 Western Star went in for warrenty work.

Chisago County Projects in Wyoming in 2026:

Chisago County Public Works has completed the mill, overlay, and manhole work on County Road 22 (Wyoming Trail). This maintenance is being completed ahead of the scheduled Highway 8 project starting next year.

Respectfully submitted,
Steve Reeves
Public Works Superintendent

Council Communication

Date: July 16, 2026

Presented to: Mayor Iverson and City Council Members
Presented by: Robb Linwood, City Administrator
Department: Administration
Reference: Groundbreaking Ceremony
Method: Communications

***Background Information*:**

Staff is working with Kraus Anderson to coordinate a groundbreaking ceremony recognizing the start of construction for the City Hall and Fire Department facilities project. The groundbreaking ceremony will be held on Wednesday, August 5, 2026, at 5:30 p.m., prior to the regularly scheduled 7:00 p.m. City Council meeting. The event is expected to last approximately one hour. The ceremony will include brief remarks, a ceremonial groundbreaking, project renderings on display, and light snacks and refreshments. Council Members are encouraged to attend as we celebrate the official start of this important community investment.

Request for Council Action

Date: July 14, 2026

Presented to: Mayor Iverson and City Council Members
Presented by: Robb Linwood, City Administrator
Department: Administration
Reference: Approval of Lease Revenue Bond Financing Documents for the City Hall and Fire Department Project
Method: New Business

***Background Information*:**
The City Council previously selected lease revenue bonds issued through the Wyoming Economic Development Authority (EDA) as the financing mechanism for the City Hall and Fire Department project. Construction contracts have been awarded, and the attached financing documents establish the legal framework necessary to complete the bond financing and proceed toward closing.

Although several legal documents are included with this agenda item, they collectively implement a single financing transaction. Each document serves a specific purpose while working together to establish the rights and responsibilities of the City, the EDA, the Trustee, and the bondholders throughout the financing period. Unlike a traditional general obligation bond, this financing is structured as a lease revenue bond issued by the EDA. To accomplish this, the City temporarily leases the project property to the EDA through a Ground Lease. The EDA then leases the property and facilities back to the City through a Lease Purchase Agreement while issuing lease revenue bonds to finance the project.

The City's lease payments are pledged to repay the bonds, and an independent Trustee administers the financing on behalf of the bondholders. Throughout the financing period, the City continues to own the underlying property, occupy and operate the facilities, and remains responsible for construction, maintenance, insurance, and all day to day operations. Once the bonds have been repaid, the EDA's temporary leasehold interest is terminated and the financing structure concludes.

The financing documents included with this agenda item are summarized below:
Exhibit A – Legal Description of the Property
Exhibit B – Ground Lease
Exhibit C – Lease Purchase Agreement
Exhibit D – Trust Indenture
Exhibit E – Continuing Disclosure Certificate

Exhibit A – Legal Description of the Property
The legal description identifies the real property that will be subject to the financing transaction. It is attached to the resolution and incorporated into the Ground Lease and Lease Purchase Agreement to ensure all financing documents reference the same property.

Exhibit B – Ground Lease
The Ground Lease is the first step in establishing the lease revenue bond financing structure. Through this agreement, the City temporarily leases the project property to the EDA for a nominal payment of $1.00. This agreement does not transfer ownership of the property. Instead, it provides the EDA with the legal leasehold interest necessary to issue lease revenue bonds. The City retains ownership of the underlying property and continues to possess and use the site throughout the financing term. Once the financing obligations have been satisfied, the EDA's leasehold interest terminates.

Exhibit C – Lease Purchase Agreement
The Lease Purchase Agreement is the primary financing agreement between the city and the EDA. After receiving the leasehold interest through the Ground Lease, the EDA leases the property and facilities back to the City. This agreement allows the city to continue occupying and operating the City Hall and Fire Department facilities while making lease payments that correspond with the debt service on the lease revenue bonds. The city remains responsible for constructing, operating, maintaining, repairing, and insuring the facilities throughout the financing period. The agreement further provides that lease payments are subject to annual appropriation by the City Council and do not constitute a general obligation of the city or pledge the City's full faith and credit. Once the bonds have been repaid, the EDA's leasehold interest terminates, and the city continues as the sole owner of the facilities.

Exhibit D – Trust Indenture
The Trust Indenture is the agreement between the EDA and U.S. Bank Trust Company, National Association, serving as Trustee for the bondholders. The Indenture authorizes the issuance of the lease revenue bonds, establishes the terms and repayment of the bonds, creates the various financing funds, and assigns the City's lease payments to the Trustee as security for the bonds. The Trustee is responsible for administering the financing, receiving lease payments, making bond payments to investors, and carrying out the duties established under the financing documents throughout the life of the bonds.

Exhibit E – Continuing Disclosure Certificate
The Continuing Disclosure Certificate establishes the City's and EDA's ongoing reporting obligations following the bond issuance. Federal securities regulations require certain financial and operating information, along with notices of specified material events, to be filed annually with the Municipal Securities Rulemaking Board (MSRB). This document ensures compliance with those continuing disclosure requirements for the life of the bonds.

Recommendation: Staff recommends approval of Resolution No. 27-07-82 Authorizing the Execution and Delivery of a Ground Lease and a Lease Purchase Agreement, and Approving and Authorizing Issuance of Lease Revenue Bonds and Execution of Related Documents.

RESOLUTION NO. 26-07-82

CITY OF WYOMING
COUNTY OF CHISAGO
STATE OF MINNESOTA

RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF A GROUND LEASE AND A LEASE-PURCHASE AGREEMENT, AND APPROVING AND AUTHORIZING ISSUANCE OF LEASE REVENUE BONDS AND EXECUTION OF RELATED DOCUMENTS

WHEREAS, the City is authorized by Minnesota Statutes, Section 465.71, as amended, to acquire real and personal property under lease-purchase agreements.

WHEREAS, the City of Wyoming Economic Development Authority (the "EDA") is authorized by Minnesota Statutes, Sections 469.090 to 469.1082, as amended (collectively, the "Act"), and specifically Section 469.103 and thereof, to issue revenue bonds for any of its corporate purposes and to pledge thereto income and revenues of the EDA.

WHEREAS, pursuant to the Act, the EDA has formed Economic Development District No. 1 (the "Development District") and has adopted an Economic Development Plan (the "Development Plan") for the Development District which sets forth development objectives for the Development District. A stated objective of the Development District is to foster the development of adequate public facilities necessary to serve the Development District and the City as a whole.

WHEREAS, the City has acquired certain property legally described on **Exhibit A** attached hereto (the "Property") located in the EDA's Development District.

WHEREAS, the City and the EDA propose that pursuant to a Ground Lease dated as of September 1, 2026 (the "Ground Lease"), the form of which is attached as **Exhibit B**, the EDA will acquire a leasehold interest in the Property (the "Leased Premises") from the City, and the EDA will lease such Leased Premises, together with the buildings, structures or improvements now or hereafter located thereon (consisting of the Site and the Facilities as defined therein), to the City pursuant to a Lease-Purchase Agreement dated as of September 1, 2026 (the "Lease"), the form of which is attached as **Exhibit C**.

WHEREAS, pursuant to a Trust Indenture dated as of September 1, 2026 (the "Indenture") between the EDA and a trustee selected by the EDA or its designee (the "Trustee"), the form of which is attached as **Exhibit D**, the EDA will issue its Lease Revenue Bonds (City of Wyoming, Minnesota Lease), Series 2026A (the "Series 2026A Bonds") in a principal amount not to exceed $9,750,000.

WHEREAS, under the Indenture, proceeds of the Series 2026A Bonds will be used to pay costs of acquisition, construction, betterment, remodeling and equipping of a City Hall and a Fire

Station (the "Facilities") and the Series 2026A Bonds will be secured by and payable from the lease payments under the Lease (the "Lease Payments").

WHEREAS, forms of the Ground Lease, the Lease, the Indenture and a Continuing Disclosure Certificate of the EDA and the City dated on or after September 1, 2026 (the "Continuing Disclosure Certificate"), the form of which is attached as **Exhibit E**, have been prepared and submitted to this Council and are on file with the City.

NOW THEREFORE BE IT RESOLVED by the City Council (the "Council") of the City of Wyoming, Minnesota (the "City"), as follows:

Section 1. Findings. On the basis of information given the City to date, it is hereby found, determined and declared that:

(a) it is desirable and in the best interest of the City to enter into the Ground Lease, the Lease and the Continuing Disclosure Certificate.

(b) the terms of the Ground Lease, the Lease, the Indenture, and the Continuing Disclosure Certificate are found to be advantageous to the City and the form and terms thereof are hereby approved.

(c) The Site and the Facilities described in the Lease constitute government property necessary or desirable as a City Hall and a Fire Station, and the City presently intends to appropriate all Lease Payments under the Lease for the term of the Lease; however, the obligations of the City under the Lease are not to be payable from nor charged upon any funds of the City other than the funds appropriated annually to the payment thereof, and the Lease shall not constitute a charge, lien or encumbrance, legal or equitable, upon any property of the City except its interest in the Lease and in the Site and the Facilities under the Lease.

Section 2. Authorization of Documents. The Ground Lease, the Lease, the Indenture, and the Continuing Disclosure Certificate, together with any other documents or certifications necessary in connection with the issuance of the Series 2026A Bonds are hereby approved (collectively, the "Financing Documents"). The Mayor and the City Administrator are authorized and directed to execute and deliver the Financing Documents to which the City is a party, on behalf of the City, substantially in the forms on file, but with all such changes therein as shall be approved by the officers executing the same, in consultation with the City Administrator, which approval shall be conclusively evidenced by the execution thereof by the Mayor and the City Administrator. Copies of all of the Financing Documents shall be delivered, filed and recorded as provided therein. The Mayor and the City Administrator of the City are also authorized and directed to execute such other instruments as may be required to give effect to the transactions herein contemplated.

Section 3. Official Statement. In connection with the sale of the Series 2026A Bonds, the officers or employees of the City are authorized and directed to cooperate with the EDA's independent municipal advisor, Baker Tilly Municipal Advisors, and participate in the preparation of an official statement for the Series 2026A Bonds and to deliver it on behalf of the EDA upon

its completion. The Official Statement, as completed and supplemented, and its distribution to potential purchasers of the Series 2026A Bonds, are hereby approved. The Mayor and City Administrator are authorized and directed to certify that they have examined the Official Statement prepared and circulated in connection with the issuance and sale of the Series 2026A Bonds and that to the best of their knowledge and belief the Official Statement is a complete and accurate representation of the facts and representations made therein as of the date of the Official Statement.

Section 4. Continuing Disclosure. The City hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate. Notwithstanding any other provision of this Resolution, failure of the City to comply with the Continuing Disclosure Certificate is not to be considered an event of default with respect to the Series 2026A Bonds; however, any bondholder may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the City to comply with its obligations under this section.

Section 5. Approval of Issuance and Sale of Series 2026A Bonds. The issuance and sale by the EDA of the Series 2026A Bonds at the price, par amount, and interest rates to be determined by a pricing committee designated by the EDA and set forth in the Indenture are hereby approved in all respects provided that the aggregate principal amount of the Series 2026A Bonds shall not exceed $9,750,000, the true interest cost thereof shall not exceed 5.00% and the final maturity thereof shall not be later than February 1, 2047. In accordance with the Lease, the City will pay, from proceeds of the Series 2026A Bonds or from other City funds, including without limitation donations received and accepted by the City for such purpose, the costs of construction of the Facilities and the costs of issuance of the Series 2026A Bonds. The City hereby authorizes and requests that the EDA issue the Series 2026A Bonds in accordance with the terms of a resolution of the Board of Commissioners of the EDA and as further set forth in the Indenture.

Section 6. Payment of Lease Payments. The City will pay to the Trustee, promptly when due, all of the Lease Payments and other amounts required by the Lease. To provide moneys to make such payments, the City will include in its annual budget, for each Fiscal Year during the term of the Lease, commencing with the Fiscal Year ending on December 31, 2026, moneys sufficient to pay and for the purpose of paying all Lease Payments, a reasonable estimate of Additional Lease Payments, and other amounts payable under the Lease. The agreement of the City in this Section is subject to the City's right to terminate the Lease at the end of any Fiscal Year, as set forth in Section 5.6 of the Lease.

Section 7. Miscellaneous.

7.01. Not Arbitrage Bonds. The City covenants and agrees with the holders from time to time of the Series 2026A Bonds that the investment of proceeds of the Series 2026A Bonds, including the investment of any revenues pledged to the Lease Payments which are considered proceeds under applicable regulations, and accumulated sinking funds, if any, shall be limited as to amount and yield in such manner that the Series 2026A Bonds shall not be "arbitrage bonds" within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended (the "Code"), and applicable regulations thereunder (the "Regulations"), and that the City shall comply with all other applicable requirements of Section 148. On the basis of the existing facts, estimates and circumstances, including the foregoing findings and covenants, the City hereby certifies that it is

not expected that the proceeds of the Series 2026A Bonds will be used in such manner as to cause the Series 2026A Bonds to be "arbitrage bonds" under Section 148 and any regulations thereunder.

7.02. Not Private Activity Bonds. No action shall be taken or authorized to be taken in connection with the application or investment of the proceeds of the Series 2026A Bonds which would cause the Series 2026A Bonds to be or become "private activity bonds" within the meaning of Section 141 of the Code and the applicable Regulations. The City shall take all such actions as may be required under the Code and applicable Regulations to ensure that interest on the Series 2026A Bonds is not includable in gross income for federal income tax purposes. The Site, the Facilities, and the proceeds of the Series 2026A Bonds will likewise be used in such manner that the Series 2026A Bonds will not be "private activity bonds" under Section 141 of the Code and the Regulations.

7.03. 8038. The City covenants that it will file (or cause the EDA to file) with the Internal Revenue Service the information required under Section 149(e) of the Code.

7.04. Definitions. Capitalized terms used herein and defined in the Lease or the Indenture have the meanings given in the Lease or the Indenture.

7.05. Bond Transcript. The officers of the City are authorized and directed to prepare and furnish to the original purchaser of the Series 2026A Bonds, and to the attorneys approving the Series 2026A Bonds, certified copies of all proceedings and records of the City relating to the power and authority of the City to enter into the Financing Documents within their knowledge or as shown by the books and records in their custody and control, and such certified copies and certificates shall be deemed representations of the City as to the facts stated therein.

PASSED by the City Council of the City of Wyoming, Minnesota on this 21st day of July, 2026.

ATTEST

_____ _____

Robb Linwood
City Administrator/Clerk

Lisa Iverson, Mayor

C E R T I F I C A T I O N

I, the undersigned City Clerk of the City of Wyoming, Minnesota, do hereby certify the following:

The foregoing is true and correct and a copy of the Resolution is on file and of record in the offices of the City, which Resolution relates to the authorization of the issuance of lease revenue bonds by the City of Wyoming Economic Development Authority and the execution of lease documents in connection therewith, and said Resolution was duly adopted by the City Council at a regular or special meeting of the Council held on the date therein indicated. Said meeting was duly called and regularly held and was open to the public and was held at the place at which meetings of the Council are regularly held, a quorum of the Council being present and acting throughout. Councilmember _____ moved the adoption of the Resolution, which motion was seconded by Councilmember _____. A vote being taken on the motion, the following members of the Council voted in favor of the Resolution:

and the following voted against the same:

Whereupon said Resolution was declared duly passed and adopted. The Resolution is in full force and effect and no action has been taken by the Council which would in any way alter or amend the Resolution.

WITNESS MY HAND officially as the City Administrator/ Clerk of the City of Wyoming, Minnesota, this 21st day of July, 2026.

_____
City Administrator/Clerk
City of Wyoming, Minnesota

EXHIBIT A

LEGAL DESCRIPTION

That certain part of the North Half of the South Half of the Southwest Quarter (N ½ of S ½ of SW ¼), Section Twenty (20), Township Thirty-three (33), Range Twenty-one (21), described as follows to-wit: Beginning at the point of intersection of the Easterly line of Trunk Highway No. 61, as now established, and the South line of said N ½ of S ½ of SW ¼, Section 20; thence North 26 degrees 39 minutes West, along said Highway line for 300 feet to the point of beginning of the tract hereby described; thence East parallel with the South line of said N ½ of S ½ of SW ¼, Section 20, for 389.71 feet; thence North at right angles for 134.06 feet; thence West parallel to described first course for 457 feet to the Easterly line of said Trunk Highway No. 61; thence South 26 degrees 39 minutes East along said highway line for 150 feet to the point of beginning.

EXCEPT for the following described property: That part of the North Half of the South Half of the Southwest Quarter (N ½ of S ½ of SW ¼), Section Twenty (20), Township Thirty-three (33), Range Twenty-one (21) West, Chisago County, Minnesota, described as follows: Commencing at the point of intersection of the easterly line of Trunk Highway No. 61, as now established, and the South line of said North Half of the South Half of the Southwest Quarter; thence North 26 degrees 39 minutes West along said highway line 300 feet; thence East, parallel with the south line of said North Half of the South Half of the Southwest Quarter, 115.72 feet to the point of beginning; thence North 61 degrees 55 minutes 49
seconds East, 35.54 feet; thence South 28 degrees 04 minutes 11 seconds East, 18.95 feet to said south line of the North Half of the South Half of the Southwest Quarter of Section 20; thence West, along said South line to the point of beginning

EXHIBIT B
FORM OF GROUND LEASE

GROUND LEASE

Between

CITY OF WYOMING, MINNESOTA
As Lessor

and

CITY OF WYOMING ECONOMIC DEVELOPMENT AUTHORITY
As Lessee

Dated as of September 1, 2026

THIS INSTRUMENT WAS DRAFTED BY:

Kutak Rock LLP (JSB)
60 South 6th Street, Suite 3400
Minneapolis, MN 55402
(612) 334-5000

THIS GROUND LEASE, made as of this 1st day of September, 2026, by and between the CITY OF WYOMING, MINNESOTA, a statutory city and political subdivision of the State of Minnesota (the "City"), as Lessor, and the CITY OF WYOMING ECONOMIC DEVELOPMENT AUTHORITY, a public body corporate and politic and political subdivision of the State of Minnesota (together with its successors and assigns as lessee hereunder, the "EDA"), as Lessee.

W I T N E S S E T H :

In consideration of the mutual covenants hereinafter set forth, the parties hereto agree as follows:

ARTICLE I

Demise of Site and Warranties

Section 1.01. Demise. Subject to and upon the terms, conditions, covenants and undertakings hereinafter set forth, the City hereby leases and permits the use to, and the EDA hereby leases from the City, the property described in **Exhibit A** attached hereto, located in Chisago County, Minnesota (the "Site").

Section 1.02. Warranties. The City covenants and warrants to the EDA:

(1) That the City has good and merchantable title to the Site, has authority to enter into, execute and deliver this Ground Lease, has duly authorized the execution and delivery of this Ground Lease and has duly executed and delivered this Ground Lease;

(2) That the Site is not subject to any dedication, easement, right-of-way, reservation in patent, covenant, condition, restriction, lien or encumbrance which would prohibit or materially interfere with the acquisition, betterment, remodeling and equipping of certain public facilities including the City's City Hall facilities and fire safety facilities (the "Facilities") on the Site, as contemplated by that certain Lease-Purchase Agreement by and between the City and the EDA of even date herewith (the "Lease");

(3) That all taxes, assessments or impositions of any kind with respect to the Site, except current taxes, have been paid in full;

(4) That the Site is properly zoned for the purpose of the Facilities; and

(5) That the City has authority to enter into, execute and deliver the Lease, has duly authorized its execution and delivery, and has duly executed and delivered the Lease.

Section 1.03. Environmental Covenant. To the best knowledge of the City, after due inquiry, (i) no dangerous, toxic or hazardous pollutants, contaminants, chemicals, waste, materials or

substances, as defined in or governed by the provisions of any federal, state or local law, statute, code, ordinance, regulation, requirement or rule relating thereto (collectively, "Environmental Regulations"), and also including urea-formaldehyde, polychlorinated biphenyls, asbestos, asbestos containing materials, nuclear fuel or waste, radioactive materials, explosives, carcinogens and petroleum products, or any other waste, material, substance, pollutant or contaminant which would subject the owner of the Site and the Facilities to any damages, penalties or liabilities under any applicable Environmental Regulation (collectively, "Hazardous Substances") are now or have been stored, located, generated, produced, processed, treated, transported, incorporated, discharged, emitted, released, deposited or disposed of in, upon, under, over or from the Site or the Facilities in violation of any Environmental Regulation; (ii) no threat exists of a discharge, release or emission of a Hazardous Substance upon or from the Site into the environment; (iii) the Site has not been used as or for a mine, a landfill, a dump or other disposal facility, an industrial or manufacturing facility, or a gasoline service station; (iv) no underground storage tank is located at the Site or has previously been located therein but has been removed therefrom; (v) no violation of any Environmental Regulation now exists relating to the Site or the Facilities, no notice of any such violation or any alleged violation thereof has been issued or given by any governmental entity or agency, and there is not now any investigation or report involving the Site or the Facilities by any governmental entity or agency which in any way relates to Hazardous Substances; (vi) no person, party or private or governmental agency or entity has given any notice of or asserted any claim, cause of action, penalty, cost or demand for payment or compensation, whether or not involving any injury or threatened injury to human health, the environment or natural resources, resulting or allegedly resulting from any activity or event described in (i) above; (vii) there are not now any actions, suits, proceedings or damage settlements relating in any way to Hazardous Substances, in, upon, under, over or from the Site; (viii) the Site is not listed in the United States Environmental Protection Agency's National Priorities List of Hazardous Waste Sites or any other list of Hazardous Substance sites maintained by any federal, state or local governmental agency; and (ix) the Site is not subject to any lien or claim for lien or threat of a lien in favor of any governmental entity or agency as a result of any release or threatened release of any Hazardous Substance.

The City shall not store, locate, generate, produce, process, treat, transport, incorporate, discharge, emit, release, deposit or dispose of any Hazardous Substance in, upon, under, over or from the Site or the Facilities in violation of any Environmental Regulation, shall not permit any Hazardous Substance to be stored, located, generated, produced, processed, treated, transported, incorporated, discharged, emitted, released, deposited, disposed of or to escape therein, thereupon, thereunder, thereover or therefrom in violation of any Environmental Regulation, shall cause all Hazardous Substances to be properly removed therefrom and properly disposed of in accordance with all applicable Environmental Regulations, shall not install or permit to be installed any underground storage tank therein or thereunder in violation of any Environmental Regulations which are applicable to the Site and the Facilities.

In the event any Hazardous Substance is found upon, under, over or from the Site or the Facilities in violation of any Environmental Regulation or if any lien or claim for lien in favor of any governmental entity or agency as a result of any release of any Hazardous Substance is threatened, the City, at its sole cost and expense, shall, within 10 days of such finding, deliver written notice thereof to the EDA and the Trustee and shall promptly remove such Hazardous Substances upon, under, over or from the Site or the Facilities and prevent the imposition of any liens against the Site

or the Facilities for the cleanup of any Hazardous Substances. Such removal shall be conducted and completed in compliance with all applicable federal, state and local laws, regulations, rules ordinances and policies, in accordance with the orders and directives of all federal, state and local governmental authorities. In the event the City has not removed such Hazardous Substances within a time period deemed reasonable by the Trustee, the City shall, at the written direction of the Trustee, take such remedial action as the Trustee shall direct. In the event the City shall not comply with the written directions of the Trustee within the time frame established within its written directions, the City hereby grants to the EDA and the Trustee an irrevocable license to remove Hazardous Substances from, repair, clean up, and detoxify the Site and the Facilities and agrees to reimburse the EDA and the Trustee for all of their costs therefor. The City reserves the right to recover from responsible third parties all costs or reimbursements paid by the City under this Section 1.03.

The City further agrees, to the extent permitted by Minnesota law, to reimburse the EDA and the Trustee for any and all claims, demands, judgments, penalties, liabilities, costs, damages and expenses, including court costs and attorneys' fees directly or indirectly incurred by the EDA and the Trustee (prior to trial, at trial and on appeal) in any action against or involving the EDA or the Trustee, resulting from any breach of the foregoing covenants, or from the discovery of any Hazardous Substance, in, upon, under or over, or emanating from the Site or the Facilities, whether or not the City is responsible therefor, it being the intent of the City, the EDA and the Trustee that the EDA and the Trustee shall have no liability or responsibility for damage or injury to human health, the environment or natural resources caused by, for abatement and/or clean up of, or otherwise with respect to, Hazardous Substances by virtue of the interests of the EDA and the Trustee in the Site and the Facilities pursuant to this Ground Lease, or hereafter created, or as the result of the EDA or the Trustee exercising any of its or their rights or remedies with respect thereto hereunder or under any other instrument, including but not limited to becoming the owner thereof by foreclosure or conveyance in lieu of foreclosure. The foregoing representations, warranties and covenants of this Section shall be deemed continuing covenants, representations and warranties for the benefit of the EDA and the Trustee, including but not limited to any purchaser at a foreclosure sale, any transferee of the title of the Trustee or any other purchaser at a foreclosure sale, and any subsequent owner of the Site or the Facilities, and shall survive the satisfaction or release of this Ground Lease, any foreclosure of a mortgage lien under the Indenture (as defined in the Lease) or any other instrument, and/or any acquisition of title to the Site or the Facilities or any part thereof by the EDA or the Trustee, by deed in lieu of foreclosure of otherwise. Any amounts covered by the foregoing shall bear interest from the date incurred at the maximum rate permitted by law and shall be payable on demand.

ARTICLE II

Term And Rent

Section 2.01. Term. The term of this Ground Lease shall commence as of the day and year first above written, and shall end on February 1, 2057 subject to earlier termination as provided in the Lease.

Section 2.02. Rent. The rent for the entire term of this Ground Lease shall be One Dollar

($1.00), payable in one installment in advance on the Closing Date.

ARTICLE III

Use of Site; Additional Covenants

Section 3.01. Use. The EDA shall not use or permit the use of the Site for any unlawful purpose.

Section 3.02. Quiet Enjoyment. The City covenants that upon the EDA's paying the rent reserved herein, and performing all conditions and covenants set forth in this Ground Lease and the Lease, the EDA shall and may peaceably have, hold and enjoy the Site for the term of this Ground Lease. The EDA covenants that upon expiration of this Ground Lease, it shall give the City peaceable possession of the Site, together with the Facilities and any other improvements constructed thereon pursuant to the Lease.

Section 3.03. Assignment and Subletting. The EDA shall have the right to assign its interest in this Ground Lease, and to sublet the Site in accordance with the Lease. Specifically, on the date of execution of this Ground Lease, the EDA shall assign all of its right, title and interest hereunder to the Trustee named in the Lease, and the City hereby consents to such assignment. From and after such assignment, all references herein to the EDA shall be deemed to be references to the Trustee.

Section 3.04. Additional Covenants. In the event that any person or entity, however organized (other than the EDA or any assignee of the EDA), shall be determined to hold any interest that in any manner affects the City's good and merchantable title to the Site, the City shall use its best efforts to acquire the interest so held, such acquisition to be made at the City's sole cost and expense. The City hereby agrees to save and keep harmless the EDA, or any assignee of the EDA, from and against any and all liabilities, obligations, losses, damages, penalties, claims, actions, costs and expenses (including reasonable attorneys' fees, but only in the event that litigation is actually commenced by the EDA) of whatever kind and nature, imposed on, incurred by or asserted against the EDA, or any assignee of the EDA, that in any way relate to or arise out of the assertion of any interest affecting the City's good and merchantable title to the Site by any person or entity, however organized (other than the EDA or any assignee of the EDA).

ARTICLE IV

Lessee's Default; Remedies

Section 4.01 Lessee's Default. The following shall be an "event of default" or a "default" hereunder: if Lessee shall fail to (i) pay the rent provided herein, (ii) observe or perform any of the obligations of Lessee otherwise provided herein, or (iii) observe or perform any of its obligations under the Lease in accordance with the terms thereof.

Section 4.02 Lessor's Remedies. Upon the occurrence of an event of default by Lessee

hereunder, which shall remain uncured for 30 days after receipt by Lessee of written notice of such event of default (which shall also be delivered to the Trustee), Lessor may thereafter or any time subsequently during the existence of such breach or default: (i) enter into and upon the Site and repossess the same, expelling and removing therefrom all persons and property, and (ii) terminate this Ground Lease, holding Lessee liable for damages for its breach.

ARTICLE V

Miscellaneous

Section 5.01. Binding Effect. This Ground Lease shall be binding upon, and inure to the benefit of, the parties hereto, and their successors and assigns.

Section 5.02. Certain Defined Terms. Unless the context hereof clearly requires otherwise, capitalized terms used in this Ground Lease and defined in the Lease are used herein with the same meanings as set forth in the Lease.

Section 5.03 Applicable Law. This Ground Lease shall be interpreted and enforced in accordance with the laws of the State of Minnesota.

IN WITNESS WHEREOF, the parties hereto have executed this Ground Lease as of the date first above written.

CITY OF WYOMING, MINNESOTA

By _____
Its Mayor

By _____
Its City Administrator

STATE OF MINNESOTA)
) ss.
COUNTY OF CHISAGO)

The foregoing instrument was acknowledged before me this ____ day of _____, 2026 by _____, the Mayor of the City of Wyoming, Minnesota, a statutory city and political subdivision of the State of Minnesota, on behalf of said political subdivision.

_____
Notary Public

STATE OF MINNESOTA)
) ss.
COUNTY OF CHISAGO)

The foregoing instrument was acknowledged before me this ____ day of _____, 2026 by _____, the City Administrator of the City of Wyoming, Minnesota, a statutory city and political subdivision of the State of Minnesota, on behalf of said political subdivision.

_____
Notary Public

CITY OF WYOMING ECONOMIC DEVELOPMENT AUTHORITY

By _____
Its President

By _____
Its Executive Director and Secretary

STATE OF MINNESOTA)
) ss.
COUNTY OF CHISAGO)

The foregoing instrument was acknowledged before me this ____ day of _____, 2026 by _____, the President of the City of Wyoming Economic Development Authority, a body corporate and politic organized and existing under the Constitution and laws of the State of Minnesota and political subdivision of the State of Minnesota, on behalf of said political subdivision.

_____
Notary Public

STATE OF MINNESOTA)
) ss.
COUNTY OF CHISAGO)

The foregoing instrument was acknowledged before me this ____ day of _____, 2026 by _____, the Executive Director and Secretary of the City of Wyoming Economic Development Authority, a body corporate and politic organized and existing under the Constitution and laws of the State of Minnesota and political subdivision of the State of Minnesota, on behalf of said political subdivision.

_____
Notary Public

EXHIBIT A

Legal Description

[Insert Legal Description]

EXHIBIT C
FORM OF LEASE-PURCHASE AGREEMENT

LEASE-PURCHASE AGREEMENT

between

CITY OF WYOMING ECONOMIC DEVELOPMENT AUTHORITY
as Lessor

and

CITY OF WYOMING, MINNESOTA
as Lessee

Dated as of September 1, 2026

THIS INSTRUMENT WAS DRAFTED BY:

Kutak Rock LLP (JSB)
60 South 6th Street, Suite 3400
Minneapolis, MN 55402
(612) 334-5000

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THIS LEASE-PURCHASE AGREEMENT dated as of September 1, 2026 (the "Lease"), by and between the CITY OF WYOMING ECONOMIC DEVELOPMENT AUTHORITY, a public body corporate and politic and political subdivision of the State of Minnesota, as lessor (the "EDA"), and the CITY OF WYOMING, MINNESOTA, a statutory city and political subdivision of the State of Minnesota (the "City"), as lessee;

WITNESSETH:

WHEREAS, the City is authorized by law to acquire such items of real and personal property as are needed to carry out its governmental and proprietary functions, and to acquire such real and personal property by entering into lease-purchase contracts; and

WHEREAS, the City has determined that it is necessary for it to acquire pursuant to this Lease the EDA's interest in certain real property described on **Exhibit A** hereto (the "Site"), together with certain buildings, structures and improvements to be constructed, remodeled or improved thereon, and certain equipment and furnishings to be contained therein for the operation of the City's City Hall facilities and fire safety facilities (as further defined herein, the "Facilities"); and

WHEREAS, the development of the Site and the Facilities is consistent with and furthers the economic development functions of the EDA; and

WHEREAS, the EDA is willing to acquire a leasehold interest in the Site pursuant to a Ground Lease of even date herewith (the "Ground Lease") from the City to the EDA and to acquire title to the Facilities and to lease and sell the Site and the Facilities to the City, pursuant to this Lease; and

WHEREAS, to provide funds for the acquisition, construction, betterment, remodeling and equipping of the Facilities, the EDA will issue its $9,270,000 City of Wyoming Economic Development Authority Lease Revenue Bonds (City of Wyoming, Minnesota Lease Obligation), Series 2026A (the "Series 2026A Bonds"), pursuant to a resolution adopted by the Board of Commissioners of the EDA on August 10, 2026 (the "Resolution") and a Trust Indenture of even date herewith (the "Indenture"), between the EDA and U.S. Bank Trust Company, National Association, St. Paul, Minnesota, as trustee (the "Trustee"); and

WHEREAS, pursuant to the Indenture, the EDA will assign to the Trustee all of the EDA's right, title and interest in and to the Ground Lease, this Lease and the Lease Payments to be made hereunder (other than certain rights to indemnification and payment of expenses of the EDA);

NOW, THEREFORE, in the joint and mutual exercise of their powers, and in consideration of the mutual covenants herein contained, the parties hereto recite and agree as follows:

ARTICLE I

Definitions and Exhibits

Section 1.1. Definitions. Unless the context otherwise requires, capitalized terms used but not defined in this Lease shall have the meanings given such terms in the Indenture and the terms defined in this Section shall, for all purposes of this Lease and Exhibits attached hereto, have the meanings herein specified:

"Additional Bonds" means any Bonds issued pursuant to Sections 2.09 through 2.12 of the Indenture.

"Additional Lease Payments" means payments due from the City pursuant to Section 4.3 hereof.

"Authorized Officer," when used with respect to the City, means its Mayor or its City Administrator, or any other person who is designated in writing by the City as an Authorized Officer for purposes of this Lease, and when used with respect to the EDA means its President, its Secretary, its Executive Director, its Treasurer, or any other person who is designated in writing by the EDA as an Authorized Officer for purposes of this Lease.

"Bond Counsel" means any attorney or law firm having a national reputation as bond counsel in connection with the issuance of state and local governmental obligations and appointed by the EDA as bond counsel.

"Bond Resolution" means the resolution of the Board of Commissioners of the EDA adopted on August 10, 2026.

"Bonds" means the Series 2026A Bonds and any Additional Bonds issued pursuant to the Indenture.

"Business Day" means any day on which the Trustee is open for business. Unless referred to specifically herein as a "Business Day," all references to "day" or "days" shall be to calendar days.

"City" means the City of Wyoming, Minnesota, a statutory city and political subdivision of the State of Minnesota, and any successor to its functions.

"City Council" means the City Council of the City and any successor as governing body of the City.

"Closing Date" means the date upon which the Bonds of any series are delivered to the Original Purchaser (as defined in the Indenture) against payment therefor.

"Completion Date" means the date of completion of construction of the Facilities, or any additional project funded by Additional Bonds established in accordance with Section 3.2(e) hereof.

"Costs of Issuance" means all fees and expenses incurred by the City and the EDA in connection with the execution and delivery of this Lease and the issuance of the Bonds, including, but not limited to, costs of preparing and printing the Bonds, this Lease, the Ground Lease, the Indenture, the Official Statement relating to the Bonds, and related documents; legal fees (including, without limitation, those of Bond Counsel, counsel to the Trustee, the EDA, the City and the Original Purchaser); recording fees and title insurance premiums; Rating Agency fees; municipal advisor's fees; the Trustee's initial fees; and any other costs which are treated as "issuance costs" within the meaning of Section 147(g) of the Internal Revenue Code.

"EDA" means the City of Wyoming Economic Development Authority, a public body corporate and politic and political subdivision of the State of Minnesota, and its successors and assigns as lessor hereunder.

"Facilities" means any buildings, structures and improvements to be acquired, constructed, bettered, remodeled and equipped as the City's City Hall facilities and fire safety facilities on the Site, and all furniture, fixtures and equipment located thereon.

"Fiscal Year" means the 12-month fiscal period of the City, which currently commences on January 1 and ends on December 31 of each year.

"Ground Lease" means the Ground Lease, dated as of September 1, 2026, by which the City leases the Site to the EDA, as amended or supplemented from time to time.

"Improvements" means any addition, enlargement, improvement, betterment, extension or alteration of or to the Facilities as they then exist, and also means any fixtures, structures or other facilities (other than the Facilities) acquired or constructed by the City and located on the Site.

"Indenture" means the Trust Indenture dated as of September 1, 2026, by and between the EDA and the Trustee, and any amendments or supplements thereto.

"Independent," when used with reference to an attorney, engineer, architect, certified public accountant, consultant or other professional person, means a person who (i) is in fact independent, (ii) does not have any material financial interest in the City or the transaction to which such person's Certificate (as defined in the Indenture) or opinion relates (other than payment to be received for professional services rendered), and (iii) is not connected with the EDA or the City as an officer, director or employee.

"Independent Counsel" means an Independent attorney duly admitted to practice law before the highest court of any state.

"Interest Payment Date" means August 1, 2027 and each February 1 and August 1 thereafter until the Bonds are paid in full.

"Internal Revenue Code" means the Internal Revenue Code of 1986, as amended.

"Lease" means this Lease-Purchase Agreement, between the EDA, as lessor, and the City, as lessee, as amended or supplemented from time to time.

"Lease Payment" means each of the payments due from the City to the EDA on each Lease Payment Date during the Term of this Lease, as shown on **Exhibit B**.

"Lease Payment Date" means the date upon which any Lease Payment is due and payable as provided in **Exhibit B**.

"Net Proceeds," when used with respect to proceeds of insurance or a condemnation award, means moneys received or receivable by the City, as owner or as lessee hereunder, or the EDA, as lessee under the Ground Lease or as secured party, of the Site or the Facilities, less the cost of recovery (including attorneys' fees) of such moneys from the insuring company or the condemning authority.

"Official Statement" means any official statement of the City and EDA utilized by the Original Purchaser (as defined in the Indenture) in connection with the sale of the Bonds.

"Owner" shall have the meaning set forth in the Indenture.

"Permitted Encumbrances" means, as of any particular time: (i) liens for taxes and assessments not then delinquent, or which the City may, pursuant to provisions of Section 6.3 hereof, permit to remain unpaid, (ii) the Ground Lease, this Lease, and amendments hereto or thereto, (iii) the EDA's and the Trustee's interest in the Facilities, (iv) such minor defects, irregularities, encumbrances, easements, rights-of-way and clouds on title as normally exist with respect to properties similar in character to the Site and which do not, in the opinion of Independent Counsel, materially impair the property affected thereby for the purpose for which it was intended, and (v) easements, restrictions or encumbrances, if any, shown on the date of issuance of the Series 2026A Bonds on **Exhibit A** hereto.

"Project Costs" means the costs defined in Section 4.03 of the Indenture.

"Purchase Price" means, with respect to any date, cash or obligations of or guaranteed by the United States of America maturing at such times and in such amounts as to provide for the full and timely payment of all interest and premium, if any, on and principal of the Outstanding Bonds to maturity or an earlier redemption date, if applicable. The City shall be entitled to credit against the Purchase Price the amount of any moneys then held by the Trustee under the Indenture and available for the payment of the Outstanding Bonds.

"Record Date" means the 15th day of the calendar month preceding any Interest Payment Date, regardless whether such day is a Business Day.

"Series 2026A Bonds" means the $9,270,000 City of Wyoming Economic Development Authority Lease Revenue Bonds (City of Wyoming, Minnesota Lease Obligation), Series 2026A, originally issued pursuant to the Indenture.

"Site" means the real property described in **Exhibit A** hereto, including any property added to or substituted for any portion of the Site in accordance with Section 6.6, and less any real property released from this Lease pursuant to Article VI hereof.

"State and Federal Laws" means the Constitution and any law of the State and any ordinance, rule or regulation of any agency or political subdivision of the State; and any law of the United States, and any rule or regulation of any executive department or federal agency.

"Term" means the period during which this Lease may remain in effect as specified in Section 5.1.

"Trustee" means U.S. Bank Trust Company, National Association, St. Paul, Minnesota, and its successors and assigns as Trustee under the Indenture, or any successor thereto.

Section 1.2. Exhibits. The following Exhibits are attached to and by reference made a part of this Lease:

Exhibit A: A legal description of the Site and Facilities being leased and purchased by the City pursuant to this Lease, and a listing of Permitted Encumbrances.

Exhibit B: The date and amount of each Lease Payment coming due during the Lease Term.

Exhibit C: The form of completion certificate to be delivered by the City to evidence the Completion Date.

ARTICLE II

Representations, Covenants and Warranties

Section 2.1. Representations, Covenants and Warranties of the City. The City represents, covenants and warrants as follows:

(a) The City is authorized under the Constitution, and laws of the State of Minnesota to enter into this Lease and the transactions contemplated hereby, and to perform all of its obligations hereunder.

(b) Neither the execution and delivery of this Lease, nor the fulfillment of or compliance with the terms and conditions thereof, nor the consummation of the transactions contemplated thereby, conflicts with or results in a breach of the terms, conditions or provisions of any restriction or any agreement or instrument to which the City is now a party or by which the City is bound, constitutes a default under any of the foregoing, or results in the creation or imposition of any lien, charge or encumbrance whatsoever upon any of the property or assets of the City, or upon the Site and the Facilities except Permitted Encumbrances.

(c) This Lease is entered into under authority of and pursuant to Minnesota Statutes, Section 465.71, as amended.

(d) The officers of the City executing this Lease have been duly authorized to do so.

(e) The City will not pledge, mortgage or assign this Lease, or its rights, duties and obligations hereunder to any other person, firm or corporation except as provided under the terms of this Lease.

(f) Subject to the City's rights under Section 5.6 hereof, the Facilities will be used until the Bonds have all been paid primarily to carry out the governmental or proprietary purposes of the City.

(g) Subject to the provisions of Section 5.6 hereof, the City administration will include in the annual budget of the City submitted to the City Council, for each Fiscal Year during the Lease Term, moneys sufficient to pay and for the purpose of paying all Lease Payments and Additional Lease Payments and other obligations of the City under this Lease, and for this purpose the City will make a reasonable estimate of Additional Lease Payments to become due in the next Fiscal Year, and will take all other actions necessary to provide moneys for the payment of the obligations of the City under this Lease from sources of the City lawfully available for this purpose.

(h) Except to the extent specifically provided herein, the City is not obligated to appropriate or otherwise provide moneys for the payment of the Lease Payments or any

other amounts coming due hereunder; and in the event of non-appropriation or non-renewal by the City, the City shall not be liable for general, special, incidental, consequential or other damages resulting therefrom. This Lease does not constitute a general obligation of the City, and the full faith and credit and taxing powers of the City are not pledged for the payment of the Lease Payments or other amounts coming due, or other actions required to be performed, hereunder.

(i) The City hereby declares its current need for the Facilities. The City has determined that the purchase price to be paid for the Facilities under this Lease represents the fair market value of the Facilities; that Lease Payments and Additional Lease Payments hereunder during the Lease Term represent the fair value of the use of the Facilities; and that the Purchase Price represents the fair purchase price of the Facilities. The City hereby determines that the Lease Payments and Additional Lease Payments do not exceed a reasonable amount so as to place the City under an economic compulsion to renew this Lease or to exercise its option to purchase the Facilities hereunder. In making such determinations the City has given consideration to the costs of the Facilities, the uses and purposes for which the Facilities will be employed by the City, the benefit to the City by reason of the acquisition of the Facilities pursuant to the terms and provisions of this Lease and the City's option to purchase the Facilities. The City hereby determines and declares that the acquisition of the Facilities and the leasing of the Facilities pursuant to this Lease will result in facilities of comparable quality and meeting the same requirements and standards as would be necessary if the acquisition of the Facilities were performed by the City other than pursuant to this Lease. The City hereby determines and declares that the period during which the City has an option to purchase the Facilities (i.e., the Term of this Lease) does not exceed the useful life of the Facilities.

(j) The City acknowledges that regulations of the Comptroller of the Currency grant the City the right to receive brokerage confirmations of the security transactions as they occur. The City specifically waives such notification to the extent permitted by law and will receive periodic cash transaction statements that will detail all investment transactions.

(k) The City will use the Facilities during the Lease Term only to perform governmental functions of the City, and will not enter into any sublease, use agreement, management agreement or other contract which would cause the Series 2026A Bonds to be considered "private activity bonds" or "private loan bonds" pursuant to Section 141 of the Internal Revenue Code if the result would be that interest payable on the Bonds would become includable in gross income for federal income tax purposes.

(l) During the Term of this Lease, the City will not take or permit any of its officers to take any action with respect to this Lease or the Facilities which would cause interest on the Series 2026A Bonds to become includable in gross income of the recipient for federal income tax purposes under the Internal Revenue Code, and will take all actions necessary to ensure that interest on the Bonds remains excludable from gross income of the recipient under the Internal Revenue Code, insofar as it has the power and authority to take such actions.

(m) No officer of the City who is authorized to take part in any manner in making this Lease or any contract contemplated hereby has a personal financial interest in or has personally and financially benefited from this Lease or any such contract.

(n) There is not pending or overtly threatened any suit, action or proceeding against or affecting the City before or by any court, arbitrator, administrative agency or other governmental authority which materially and adversely affects the validity, as to the City, of this Lease, or the Ground Lease, or any of the obligations of the City hereunder or any of the transactions contemplated hereby.

(o) No event of non-appropriation or other financing lease termination has occurred in connection with any prior lease financing by the City.

(p) The obligation created by this Lease ($9,270,000), together with all other net debt of the City, does not cause the net debt of the City to exceed the limitation set forth in Section 475.53 of the Act (as defined in the Indenture).

Section 2.2. Representations, Covenants and Warranties of the EDA. The EDA represents, covenants and warrants as follows:

(a) The EDA is a public body corporate and politic and political subdivision of the State of Minnesota; has power to enter into this Lease; is possessed of full power to own and hold real and personal property, and to sell the same; and has duly authorized the execution and delivery of this Lease.

(b) Neither the execution and delivery of this Lease, nor the fulfillment of or compliance with the terms and conditions hereof, nor the consummation of the transactions contemplated hereby, conflicts with or results in a breach of the terms, conditions or provisions of any restriction or any agreement or instrument to which the EDA is now a party or by which the EDA is bound, constitutes a default under any of the foregoing, or results in the creation or imposition of any lien, charge or encumbrance whatsoever upon any of the property or assets of the EDA, or upon the Site and the Facilities except Permitted Encumbrances.

(c) The execution and delivery of this Lease and the other agreements contemplated hereby to which the EDA is a party and the consummation of the transactions contemplated hereby and thereby and the fulfillment of the terms hereof and thereof will not conflict with, or constitute on the part of the EDA a breach of, or a default under, any existing (i) law, or (ii) provisions of any legislative act or other proceeding establishing or relating to the establishment of the EDA or its affairs or its resolutions, or (iii) agreement, indenture, mortgage, lease or other instrument to which the EDA is subject or is a party or by which it is bound.

(d) This Lease is entered into under authority of and pursuant to Minnesota Statutes, Sections 469.090 through 469.1082, as amended.

(e) The EDA declares and finds that the Facilities promote economic development generally by ensuring a modern and efficient City Hall and fire safety facilities in the City which will help maintain and increase the City's tax base by providing improved services in the City, helping encourage increased development by providing efficient public services and fire safety in the City, and creating jobs, including construction jobs.

(f) No officer of the EDA who is authorized to take part in any manner in making this Lease or any contract contemplated hereby has a personal financial interest in or has personally and financially benefited from this Lease or any such contract.

(g) There is not pending or threatened any suit, action or proceeding against or affecting the EDA before or by any court, arbitrator, administrative agency or other governmental EDA which materially and adversely affects the validity, as to the EDA, of this Lease, the Ground Lease, the Indenture, the Bond Resolution or any of the obligations of the EDA hereunder or any of the transactions contemplated hereby.

ARTICLE III

Acquisition and Construction of Facilities; Payment of Project Costs

Section 3.1. Project Costs. The City has caused estimates of the Project Costs of the Facilities to be prepared, which estimates have been reviewed and approved by the EDA. Based on such estimates, the total Project Costs, when added to Costs of Issuance, are estimated to be not less than $9,270,000. In order to provide the moneys needed to pay the Project Costs when due, and in consideration of the actions agreed to be performed by the City under this Lease, the EDA has entered into the Indenture, pursuant to which the proceeds of sale of the Series 2026A Bonds in the amount of $_____ will be deposited and applied as provided in the Indenture.

Section 3.2. Acquisition and Construction of Facilities; Payment of Cost.

(a) The EDA shall establish the Project Fund with the Trustee in accordance with the Indenture. A portion of the proceeds of the issuance and sale of the Bonds shall be deposited into the Project Fund, in accordance with the provisions of the Indenture.

(b) The EDA shall cause the Facilities to be completed with all reasonable dispatch. The EDA hereby appoints the City as its agent for the purpose of acquisition, construction, betterment, remodeling and equipping of the Facilities and the City may perform the same itself or through its agents, and may make or issue such contracts, orders, receipts and instructions, and in general do or cause to be done all such other things as it may consider requisite or advisable for the completion of the Facilities and for fulfilling its obligations under this Article. The City shall have full authority and the sole right under this Lease to supervise and control, directly or indirectly, all aspects of the acquisition, construction, betterment, remodeling and equipping of the Facilities.

The moneys on deposit in the Project Fund shall be applied by the Trustee as provided in Article IV of the Indenture. Until the moneys on deposit in the Project Fund are so applied, such moneys shall be subject to the lien of the Indenture, and the EDA and the City shall have no right, title or interest therein except as expressly provided in the Indenture.

(c) Disbursements from the Project Fund are to be made to the City or to its order in accordance with the Indenture.

(d) If the moneys in the Project Fund, together with any other moneys made available to pay the Project Costs, shall not be sufficient to pay the Project Costs in full, then the City shall pay all that portion of the Project Costs in excess of the moneys available therefor. If the City shall make any payments pursuant to this paragraph (d), it shall not be entitled to any reimbursement therefor from the EDA, the Trustee or the Owners of the Bonds, nor shall it be entitled to any diminution in or postponement of the payment of the Lease Payments, the Additional Lease Payments or the payment of any other amounts payable under this Lease.

(e) The Completion Date shall be the date on which the Facilities are completed in their entirety and ready to be placed in service and all other property which constitutes the Facilities has been acquired and installed, all as determined by the City. Promptly after the Completion Date, the City shall submit to the EDA and the Trustee a certificate signed by an officer of the City, substantially in the form of **Exhibit C** hereto, which shall specify the Completion Date and shall state that acquisition, construction, betterment, remodeling and equipping of the Facilities has been completed and all the Project Costs have been paid, except for any portion thereof which has been incurred but is not then due and payable, or the liability for the payment of which is being contested or disputed by the City, and for the payment of which the Trustee is directed to retain specified amounts of moneys within the Project Fund. Notwithstanding the foregoing, such certificate may state that it is given without prejudice to any rights against third parties which exist at the date thereof or which may subsequently come into being. The certificate as to the Completion Date shall include a list of the equipment financed with proceeds of the Series 2026A Bonds and included as part of the Facilities.

(f) The City shall be entitled to withdraw money from the Project Fund in accordance with Article IV of the Indenture in payment of any item constituting a Cost of Issuance. The City agrees that it will pay promptly all expenses constituting Costs of Issuance, whether or not reimbursed therefor from the Project Fund.

ARTICLE IV

Sale and Lease of Facilities

Section 4.1. Lease and Sale of Facilities. The EDA hereby leases and sells its leasehold interest in the Site and the Facilities to the City, and the City hereby leases and purchases the EDA's interest in the Site and the Facilities from the EDA, upon the terms and conditions set forth in this Lease. The sale shall be completed in accordance with the terms of Section 5.5 hereof.

The Site and the Facilities are leased and sold in their present condition without representation or warranty of any kind by the EDA, and subject to the rights of parties in possession, to the existing state of title, to all applicable legal requirements now or hereafter in effect, and to Permitted Encumbrances. The City has examined the Site and title thereto and has found all of the same to be satisfactory for the purposes of this Lease.

Section 4.2. Lease Payments.

(a) Subject to the provisions of Sections 4.4 and 5.6, the City shall pay to the EDA Lease Payments at the times and in the manner specified in the attached **Exhibit B**. The Lease Payments shall be paid in lawful money of the United States of America, in same-day funds, directly to the Trustee, to whom the EDA has irrevocably assigned its rights to receive such Lease Payments pursuant to the Indenture, at its principal corporate trust office in St. Paul, Minnesota, for the account of the City for deposit in the Bond Fund as provided in the Indenture. It is acknowledged that the Lease Payments to be made at least 5 Business Days prior to each February 1 or August 1 commencing August 1, 2027, shall be applied by the Trustee to payment of the principal of and interest on the Bonds to be paid on the applicable February 1 or August 1.

(b) The accrued interest on the Series 2026A Bonds initially deposited into the Bond Fund, if any, shall be applied as a credit against the first interest payment otherwise required to be paid by the City to the Trustee pursuant to (a) of this Section 4.2.

Section 4.3. Additional Lease Payments. During the Term of this Lease, the City shall pay or cause to be paid as Additional Lease Payments the following amounts:

(a) All fees, charges and expenses, including agent and counsel fees, of the Trustee and any Paying Agent incurred under the Indenture, as and when the same become due.

(b) All costs incident to the payment of the principal of, premium, if any, and interest on the Bonds as the same become due and payable, including redemption premiums, if any, and all other costs and expenses in connection with the call, redemption and payment of Bonds.

(c) An amount sufficient to reimburse the EDA for all expenses reasonably incurred by the EDA hereunder and in connection with the performance of the EDA's obligations under this Lease or the Indenture.

(d) All expenses incurred in connection with the enforcement of any rights under this Lease or the Indenture by the EDA, the Trustee or the Owners of the Bonds.

(e) All payments required by the rebate covenants of Section 6.8(b), including without limitation any fees payable to consultants retained to analyze rebate requirements.

(f) All other payments of whatever nature which the City has agreed to pay or assume under the provisions of this Lease (including, without limitation, any amounts advanced under Section 6.2(b) hereof and interest thereon).

(g) All costs, charges, expenses and other amounts and obligations due and owing by the EDA under the Ground Lease, as and when the same become due.

Section 4.4. Source of Lease Payments. Notwithstanding any other provision of this Lease apparently to the contrary, this Lease shall not constitute a general obligation of the City, and the full faith and credit of the City are not pledged for the payment of the Lease Payments or the performance by the City of its obligations hereunder. The Lease Payments and Additional Lease Payments shall be paid, and other obligations of the City hereunder shall be met, solely from the amount appropriated by the City Council for such purpose in the City's annual budget and shall constitute a current expense of the City for the Fiscal Year then in effect. It shall not constitute an indebtedness of the City within the meaning of the Constitution and laws of the State of Minnesota (except the amount of this Lease may be included in the calculation of net debt for purposes of Minnesota Statutes, Section 475.53, as provided in Minnesota Statutes, Section 465.71).

The other obligations of the City hereunder shall be met solely from one or more of the following: (a) Net Proceeds of insurance or self-insurance required to be maintained by the City under Article VII; (b) Net Proceeds of any condemnation award with respect to the Site and Facilities; and (c) moneys from time to time appropriated by the City Council for this purpose, provided that the City Council shall have no legal obligation to appropriate moneys for this purpose.

Section 4.5. City's Obligations and Remedies.

(a) Except as provided in Section 5.6 hereof, the City's obligation to pay Lease Payments due with respect to the Site and the Facilities, and to perform and observe all other covenants and agreements of the City contained herein, shall be absolute and unconditional; and the Lease Payments and Additional Lease Payments due and payable hereunder shall be made without notice or demand and without set-off, counterclaim, abatement, deduction or defense including, without limitation, any failure or delay by the EDA in the performance of any of its obligations hereunder, and irrespective of whether the Facilities shall have been started or completed, or whether the City's or the EDA's title thereto or to any part thereof is defective or nonexistent, and notwithstanding any damage to, loss, theft or destruction of the Facilities or any

part thereof, any failure of consideration, the taking by eminent domain of title to or of the right of temporary use of all or any part of the Facilities, legal curtailment of the City's use thereof, the eviction or constructive eviction of the City, any change in the tax or other laws of the United States of America, the State of Minnesota or any political subdivision thereof, any change in the EDA's legal organization or status, or any default of the EDA hereunder, and regardless of the invalidity of any action of the EDA, and regardless of the invalidity of any portion of this Lease.

(b) Notwithstanding any provision or covenant contained in this Lease, the Indenture or the Bonds, the City is not obligated to renew this Lease beyond any Fiscal Year from time to time in effect, nor is it obligated to budget or appropriate moneys or to pay Lease Payments or Additional Lease Payments beyond the end of the Fiscal Year in effect at a given time.

(c) Nothing in this Lease shall be construed to release the EDA from the performance of any agreement on its part herein contained or as a waiver by the City of any rights or claims which the City may have against the EDA under this Lease or otherwise, but any recovery upon such rights and claims shall be had from the EDA separately, it being the intent of this Lease that the City shall be unconditionally and absolutely obligated to perform fully all of its obligations, agreements and covenants under this Lease during the Term of this Lease unless sooner terminated in accordance with Section 5.2 hereof (including the obligation to make Lease Payments and Additional Lease Payments) for the benefit of the Owners of the Bonds. The City may, however, at its own cost and expense and in its own name or in the name of the EDA, prosecute or defend any action or proceeding or take any other action involving third persons which the City deems reasonably necessary in order to secure or protect its right of possession, occupancy and use hereunder, and in such event the EDA hereby agrees to cooperate fully with the City and to take all action necessary to effect the substitution of the City for the EDA in any such action or proceeding if the City shall so request.

Section 4.6. Possession and Enjoyment. The EDA hereby covenants to provide the City during the Term of this Lease with quiet use and enjoyment of the Site and Facilities, and the City shall during such Term peaceably and quietly have and hold and enjoy the Site and Facilities, without suit, trouble or hindrance from the EDA, except as expressly set forth in this Lease. At the request of the City and at the City's cost, the EDA will join in any legal action in which the City asserts its right to such possession and enjoyment to the extent the EDA may lawfully do so.

Section 4.7. EDA Access to Site and Facilities. The EDA and the Trustee shall have the right at all reasonable times to examine and inspect the Site and Facilities, and shall have such rights of access to the Site and Facilities as may be reasonably necessary to cause the proper maintenance thereof in the event of failure by the City to perform its obligations hereunder.

ARTICLE V

Term of Lease;
Transfer or Surrender of Site and Facilities

Section 5.1. Lease Term. Subject to the provisions of Section 5.6, this Lease shall be in effect for a Term commencing upon the execution hereof and continuing until no Bonds remain Outstanding, or until terminated as provided in Section 5.2.

Section 5.2. Termination of Lease Term. The Term of this Lease will terminate prior to February 1, 2047 upon the occurrence of the first of the following events:

(a) non-appropriation by the City pursuant to Section 5.6 hereof;

(b) the payment by the City of the Purchase Price, pursuant to Section 8.1;

(c) the discharge by the City of its obligation to pay the Lease Payments and Additional Lease Payments required to be paid by it hereunder pursuant to Section 8.3; or

(d) a default by the City and the EDA's election to terminate this Lease pursuant to Article X.

Section 5.3. EDA's Interest in the Site and Facilities. Upon payment of all Lease Payments and Additional Lease Payments due hereunder, or upon prepayment of the Lease Payments and Additional Lease Payments or discharge of the City's obligation to make the Lease Payments and Additional Lease Payments in accordance with Article VIII hereof, and in either event, upon defeasance of the Bonds in accordance with Article X of the Indenture, full and unencumbered legal title to the Facilities shall pass to the City, and the EDA shall have no further interest therein. In such event the EDA and its officers shall take all actions necessary to authorize, execute and deliver to the City any and all documents necessary to vest in the City, all of the EDA's right, title and interest in and to the Site and Facilities, free and clear of all liens, leasehold interests, encumbrances (other than Permitted Encumbrances), including, if necessary, a release of any and all interests or liens created under the provisions of this Lease.

Section 5.4. Surrender of Site and Facilities. Upon termination of the Term of this Lease pursuant to Section 5.2, clause (a) or (d), or 5.6, or upon exercise by the EDA of its right to take possession of the Site and Facilities under Section 10.2, the City shall surrender the Site and Facilities to the EDA or the Trustee in the condition in which they were originally received from the EDA, except as repaired, rebuilt, restored, altered or added to as permitted or required hereby, ordinary wear and tear excepted. The City shall have the right to remove from the Site and Facilities at or prior to such termination or possession all personal property located therein which was not financed with moneys provided from the Bonds, or which has not replaced personal property so financed, and which is not otherwise owned by the EDA, but the City shall repair any damages caused by such removal.

Section 5.5. Purchase; Conveyance of Title. At any time when the Purchase Price, together with any unpaid or delinquent interest, has been fully paid or provided for, whether by (i) payment of all Lease Payments and Additional Lease Payments as provided in Section 5.1 hereof, or (ii) payment or provision for payment of the Purchase Price as provided in Article VIII hereof, then the purchase of the Site and the Facilities by the City shall be deemed to have been completed. The EDA shall thereupon deliver to the City such instruments of conveyance or release as, in the opinion of the City, may be necessary to release the interests of the EDA and the Trustee in the Site and Facilities.

Section 5.6. Non-Appropriation. If the City Council does not appropriate or budget moneys sufficient to pay the Lease Payments and reasonably estimated Additional Lease Payments coming due in the next Fiscal Year, as determined by the City's budget for the Fiscal Year in question, then the Term of this Lease shall terminate at the end of the then-current Fiscal Year. The City Council shall effect such non-appropriation by adoption of a resolution specifically referring to this Lease and determining (i) not to provide moneys for payments due hereunder in the next Fiscal Year and (ii) that this Lease shall terminate at the end of the then-current Fiscal Year, and the City shall give the EDA and the Trustee a written notice of such non-appropriation within 5 Business Days of the occurrence thereof and shall pay to the EDA any Lease Payments and Additional Lease Payments which are due and have not been paid at or before the end of its then current Fiscal Year. The City shall endeavor to give notice of non-appropriation at least 60 days prior to the end of such Fiscal Year. In the event of termination of this Lease as provided in this Section, the City shall surrender possession of the Site and Facilities to the EDA in accordance with Section 5.4 and convey to the EDA or release its interest hereunder in the Site and Facilities at the end of such Fiscal Year.

Section 5.7. Intent to Continue Term; Appropriations. The City presently intends to continue this Lease for its entire Term and to pay all Lease Payments specified in **Exhibit B** and Additional Lease Payments. The City reasonably believes that moneys in an amount sufficient to make all such Lease Payments and Additional Lease Payments can and will lawfully be appropriated or budgeted and made available.

Section 5.8. Effect of Termination. Upon termination of this Lease as provided in Section 5.6, the City shall not be responsible for the payment of any Lease Payments or Additional Lease Payments coming due with respect to succeeding Fiscal Years after the Fiscal Year in which an event of non-appropriation occurs, but if the City has not delivered possession of the Site and Facilities to the EDA in accordance with Section 5.4 and conveyed to the EDA or released its interest in the Site and Facilities at the end of such Fiscal Year, the City shall be responsible for the payment of damages in an amount equal to the amount of the Lease Payments thereafter coming due under **Exhibit B** and Additional Lease Payments which are attributable to the number of days during which the City fails to take such actions and for any other loss suffered by the EDA or the Trustee as a result of the City's failure to take such actions as required. The City shall be required to pay over to the Trustee any moneys which it has appropriated or budgeted for the purpose of paying obligations under this Lease for any Fiscal Years preceding the Fiscal Year for which non-appropriation under Section 5.6 is effective.

ARTICLE VI

General Matters

Section 6.1. Use; Permits. The City shall exercise due care in the use, operation and maintenance of the Site and Facilities, and shall not use, operate or maintain the Site and Facilities improperly, carelessly, in violation of any State and Federal Law or for a purpose or in a manner contrary to that contemplated by this Lease. The City shall obtain or cause to be obtained all permits and licenses necessary for the operation, possession and use of the Site and Facilities. The City shall comply with all State and Federal Laws applicable to the operation, possession and use of the Site and Facilities, and if compliance with any such State and Federal Law requires changes or additions to be made to the Site and Facilities, such changes or additions shall be made by the City at its expense.

Section 6.2. Maintenance and Modification of Facilities by the City.

(a) During the Term of this Lease the City shall, at its own expense, maintain, preserve and keep the Site and Facilities in good repair, working order and condition, and shall from time to time make all repairs, replacements and improvements necessary to keep the Site and Facilities in such condition. The EDA shall have no responsibility for any of these repairs, replacements or improvements. In addition, the City shall, at its own expense, have the right to remodel the Facilities or to make additions, modifications and improvements thereto. All such additions, modifications and improvements shall thereafter comprise part of the Facilities and be subject to the provisions of this Lease. Such additions, modifications and improvements shall not in any way damage the Facilities; and the Facilities, upon completion of any additions, modifications and improvements made pursuant to this Section, shall be of a value not less than the value of the Facilities immediately prior to the making of such additions, modifications and improvements. Any property for which a substitution or replacement is made pursuant to this Section may be disposed of by the City in such manner and on such terms as are determined by the City. The City will not permit any mechanic's or other lien to be established or remain against the Site and Facilities for labor or materials furnished in connection with any remodeling, additions, modifications, improvements, repairs, renewals or replacements made by the City pursuant to this Section; provided that if any such lien is established and the City shall first notify the EDA and the Trustee of the City's intention to do so, the City may in good faith contest any lien filed or established against the Site and Facilities, and in such event may permit the items so contested to remain undischarged and unsatisfied during the period of such contest and any appeal therefrom unless the EDA or the Trustee shall notify the City that, in the opinion of Independent Counsel, by nonpayment of any such item the interest of the EDA in the Site and Facilities will be materially endangered or the Site and Facilities or any part thereof will be subject to loss or forfeiture, in which event the City shall promptly pay and cause to be satisfied and discharged all such unpaid items or provide the EDA and the Trustee with full security against any such loss or forfeiture, in form satisfactory to the EDA and the Trustee. The EDA will cooperate fully with the City in any such contest, upon the request and at the expense of the City.

(b) In the event the EDA becomes aware of any condition on the Site or in the Facilities which, in the reasonable opinion of the EDA, creates a risk to the health and safety of any users of the Facilities or creates a risk of significant deterioration of the Facilities if not corrected, the EDA may, but shall be under no obligation to, notify the City of such condition and request that it be cured as promptly as is reasonably possible. In the event the City does not promptly cure such condition, the EDA may, but shall be under no obligation to, take reasonable steps to correct such condition. In such event, the cost to the EDA and interest thereon at the highest rate specified in any Bond until paid will be charged to the City as an Additional Lease Payment.

Section 6.3. Taxes, Other Governmental Charges and Utility Charges. During the Term of this Lease the City shall also pay or cause to be paid when due all gas, water, steam, electricity, heat, power and other charges incurred in the operation, maintenance, use, occupancy and upkeep of the Site and the Facilities. The City shall also pay all property and excise taxes and governmental charges of any kind whatsoever which may at any time be lawfully assessed or levied against or with respect to the Site and the Facilities or any part thereof or the Lease Payments, and which become due during the Term of this Lease with respect thereto; and all special assessments and charges lawfully made by any governmental body for public improvements that may be secured by a lien on the Site and Facilities; provided that with respect to special assessments or other governmental charges that may lawfully be paid in installments over a period of years, the City shall be obligated to pay only such installments as are required to be paid during the Term of this Lease as and when the same become due. The City shall not be required to pay any federal, state or local income, inheritance, estate, succession, transfer, gift, franchise, gross receipts, profit, excess profit, capital stock, corporate, or other similar tax payable by the EDA, its successors or assigns, unless such tax is made in lieu of or as a substitute for any real estate or other tax upon property.

The City may, at the City's expense and in the City's name, in good faith contest any such taxes, assessments, utility and other charges and, in the event of any such contest, may permit the taxes, assessments or other charges so contested to remain unpaid during the period of such contest and any appeal therefrom unless the EDA shall notify the City that, in the opinion of Independent Counsel, by nonpayment of any such items the interest of the EDA in the Site and Facilities will be materially endangered or the Site, the Facilities or any part thereof will be subject to loss or forfeiture, in which event the City shall promptly pay such taxes, assessments or charges or provide the EDA and the Trustee with full security against any loss which may result from nonpayment, in form satisfactory to the EDA and the Trustee.

Section 6.4. Liens. The City shall not, directly or indirectly, create, incur, allow, assume or suffer to exist any mortgage, pledge, lien, charge, encumbrance or claim on or with respect to the Site or the Facilities, except the respective rights of the EDA and the City as herein provided and Permitted Encumbrances. Except as expressly provided in this Article, the City shall promptly, at its own expense, take such action as may be necessary to duly discharge or remove any such mortgage, pledge, lien, charge, encumbrance or claim if the same shall arise at any time. The City shall reimburse the EDA for any expense incurred by it in order to discharge or remove any such mortgage, pledge, lien, charge, encumbrance or claim.

Section 6.5. Easements. The EDA will from time to time, at the request of the City and at the City's cost and expense, cooperate and join with the City: (a) in granting easements and other rights in the nature of easements, releasing existing easements or other rights in nature of easements which are for the benefit of the Site or the Facilities; (b) in executing amendments to any covenants and restrictions affecting the Site or the Facilities; (c) in executing and delivering to any person any instrument appropriate (i) to confirm or to the effect that such grant, release or execution is not detrimental to the proper conduct of the operations of the City on or in the Site or the Facilities, (ii) to show the consideration, if any, being paid for such grant, release or amendment, (iii) to show that such grant, release, dedication, transfer, petition or amendment does not materially impair the use of the Site or the Facilities or reduce the value of the Site or the Facilities, or (iv) to confirm that the City will remain obligated hereunder to the same extent as if such grant, release, or amendment had not been made, and the City will perform all obligations under such instrument. The consideration, if any, received by the EDA or the City for such grant, release, or amendment shall be paid to the Trustee and deposited in the Bond Fund.

Section 6.6. Addition, Substitution and Release of Land. The EDA and the City agree to add to the Ground Lease and this Lease certain additional interests in land, and to release from the Ground Lease and this Lease certain portions of the Site, and to substitute other interests in real property for some or all of the portions of the Site so released, but only upon the conditions hereinafter set forth:

(1) The City may, from time to time, add additional real property to the Site subject to the Ground Lease and this Lease if (i) the additional real property is to be the site of a portion of the Improvements, and (ii) the City provides the Trustee with a legal description of the Site covering the additional real property.

(2) The City may, from time to time and with the prior written consent of the EDA and in accordance with the Indenture, obtain the release of a portion of the Site as now described, if (i) the City certifies that such portion of the Site is not reasonably necessary for the construction or operation of the Facilities and (ii) the unreleased portion of the site is not impaired by such release with respect to ingress and egress, access to dedicated roads and use of the unreleased portion of the site for its then current or intended purposes.

(3) To accomplish the addition, release or substitution of real property as described in paragraph (1) or (2), the City shall prepare and furnish to the Trustee and the EDA amendments or supplements to this Lease, the Indenture, the Ground Lease and any UCC Financing Statements filed in connection with this Lease. The City shall pay all expenses, including attorney's fees, incurred in accomplishing any such addition, release or substitution.

Section 6.7. Compliance with Indenture. During the Term of this Lease, the City agrees to perform all obligations imposed upon the EDA or the City by the Indenture.

Section 6.8. Tax Covenants.

(a) The City covenants and agrees with the EDA for the benefit of the Owners from time to time of the Bonds that it will take, and will cause its officers, employees or agents to take, all actions necessary to comply with the applicable provisions of the Internal Revenue Code, and that it will not take or permit to be taken by any of its officers, employees or agents any actions that would cause the interest on the Bonds to become subject to federal income taxation under the applicable provisions of the Internal Revenue Code.

(b) The City shall take such actions and make all calculations, transfers and payments that may be necessary to comply with the rebate requirements contained in Section 148(f) of the Internal Revenue Code. The City will compute the rebate requirement and make rebate payments in accordance with law. The City will use any funds legally available to make any required rebate payment.

(c) None of the proceeds of the Bonds will be used, directly or indirectly, to replace funds which were used in any business carried on by any person other than a state or local governmental unit.

(d) The payment of the Lease Payments will not be (A) directly or indirectly secured by any interest in (i) property used or to be used for a private business use by any person other than a state or local governmental unit or (ii) payments in respect of such property, or (B) directly or indirectly derived from payments (whether or not by or to the EDA or the City), in respect of property or borrowed money, used or to be used for a private business use by any person other than a state or local governmental unit.

(e) None of the proceeds of the Bonds will be used, directly or indirectly, to make or finance loans to persons other than a state or local governmental unit.

(f) Except as provided below, no user of the Facilities or other property financed with proceeds of the Bonds will use the Facilities or such other property in a trade or business on any basis other than the same basis as the general public; and no person other than a state or local governmental unit will be a user of the Facilities or such other property in a trade or business as a result of (i) ownership, or (ii) actual or beneficial use pursuant to a lease or a management or incentive payment contract, or (iii) joint venture or any other similar arrangement. Notwithstanding the foregoing, the City may permit up to 10% of the useable square footage of the Facilities to be used in the trade or business of a person other than a governmental unit.

Section 6.9. Financial Statements. The City shall provide the Trustee as soon as they are available, annual audited financial statements of the City. The Trustee shall have no duty to review, verify or analyze any financial statements delivered to it hereunder and shall hold such financial statements solely as a repository for the benefit of the Owners. The Trustee shall not be deemed to have notice of any information contained therein or Event of Default which may be disclosed therein in any manner or determinable from information contained therein.

Section 6.10. UCC Covenants.

(a) The City shall inform the Trustee in writing within 10 days of any change, amendment, or modification of its place of organization, form of organization, or change in City's name (including, but not by way of limitation, resulting from mergers, acquisitions, tax free exchanges, or other transactions) (all of which are sometimes referred to as "Corporate Changes," regardless of whether the City is organized as a corporation, partnership, limited partnership, limited liability company, limited liability partnership, sole proprietorship, or other form of entity recognized under the law of the state in which the City is organized), and the City shall prepare, execute and record as soon as reasonably practicable any and all amendments to UCC financing statements required to insure that the security interest of the Trustee in any and all collateral of the City remains fully perfected. The City shall be responsible for filing any UCC financing statements necessary in connection with the closing on the Bonds and any continuation statements necessary in connection therewith.

The City shall provide the Trustee with copies of any Debtor Termination Statement (as such term is defined below) the City files in violation of the covenant contained in this document at Section 6.10(b).

(b) The City shall not file or record any instrument or document with any entity, officer or office having responsibility for recording of security interests which purports to terminate, vitiate or extinguish a security interest in the collateral in which the Trustee holds a security interest (a "Debtor Termination Statement").

(c) The Trustee is a third-party beneficiary of all covenants made by the City under this Section.

Section 6.11. Continuing Disclosure Certificate. Upon issuance of the Bonds, the City will execute the Continuing Disclosure Certificate and will carry out the City's undertakings described therein for the benefit of the EDA, the Original Purchaser (as defined in the Indenture), and the Owners.

ARTICLE VII

Insurance and Indemnification; Damage, Destruction and Condemnation

Section 7.1. Liability Insurance. During the Term of this Lease the City shall procure and maintain continuously in effect with respect to the Site and Facilities, insurance against liability for injuries to or death of any person or damage to or loss of property arising out of or in any way relating to the maintenance, use or operation of the Site, the Facilities or any part thereof, in amounts not less than the City's tort liability limits under Minnesota Statutes, Chapter 466 for death of or personal injury to any one person, in amounts not less than the City's tort liability limits under Minnesota Statutes, Chapter 466 for all personal injuries and deaths arising out of any one occurrence, and in amounts not less than the City's tort liability limits under Minnesota Statutes, Chapter 466 for property damage arising out of any one occurrence. The Net Proceeds of all such insurance shall be applied toward extinguishment or satisfaction of the liability with respect to which the insurance proceeds may be paid. It is understood that with respect to persons or entities other than the EDA, this insurance covers any and all liability of the City and its officers, employees and agents. As an alternative to the purchase of liability insurance, the City may self-insure against such liabilities in accordance with the provisions of applicable law and may also insure with the League of Minnesota Cities Insurance Trust. Policies of commercial insurance may include deductibles of no more than 10% of policy amounts.

Section 7.2. Property Insurance. During the Term of this Lease, the City shall procure and maintain continuously in effect, to the extent of the full replacement value of the Facilities, other than building foundations, insurance against loss from or damage by vandalism and fire, with a uniform standard extended coverage endorsement limited only as may be provided in the standard form of extended coverage endorsement at the time in use in the State of Minnesota, in such amount as will be at least sufficient so that a claim may be made for the full replacement cost of any part thereof damaged or destroyed. All policies (or endorsements or riders) evidencing insurance required in this Section shall be carried in the names of the City, the EDA and the Trustee as their respective interests may appear. The Net Proceeds of Insurance required by this Section shall be applied as provided in this Article VII.

Section 7.3. Administration of Claims, Etc. Neither the City, the EDA nor the Trustee shall be required to prosecute any claim against or contest any settlement proposed by any insurer, but any of them may prosecute any such claim or contest any such settlement. In the event of a contest by the City, it shall be at the City's expense, and the City may bring such claim or contest in the name of the EDA, the City or both, and the EDA will join therein at the City's written request upon the receipt by the EDA of an indemnity from the City against all costs, liabilities and expenses in connection with such claim or contest.

Section 7.4. Other Insurance and Requirements for All Insurance. All insurance required by this Article may be carried under a separate policy or a rider or endorsement; shall be taken out and maintained with responsible insurance companies organized under the laws of one of the states of the United States and qualified to do business in the State of Minnesota and selected by the City;

shall contain a provision that the insurer shall not cancel or revise coverage thereunder without giving written notice to the City and the Trustee at least 30 days before the cancellation or revision becomes effective; and shall name the City, the EDA and the Trustee as insured parties. The insurance required by Sections 7.1 and 7.2 hereof may be provided by the City pursuant to an umbrella policy which provides coverage for the amounts and the insurable incidents provided in such Sections. On September 1 of each year, the City shall provide to the Trustee a certificate of the City stating that all insurance required by this Article VII is in effect and complies with the requirements of this Article VII. Naming of the Trustee as a loss payee or additional insured under any insurance policy, or the furnishing to the Trustee of information relating thereto, shall not impose upon the Trustee any responsibility or duty to approve the form of such policy, the qualifications of the company issuing same or any other matters relating thereto. The Trustee shall not be under any obligation to effect or maintain insurance or to renew any policies of insurance or to inquire as to the sufficiency of any policies of insurance carried by the City, or to report, or make or file claims or proof of loss for, any loss or damage insured against or which may occur.

Section 7.5. Indemnification. As between the EDA and the City, to the extent permitted by the laws of the State of Minnesota, the City assumes all risks and liabilities, whether or not covered by insurance, for loss or damage to the Facilities and for injury to or death of any person or damage to any property, whether such injury or death be with respect to agents or employees of the City, the EDA or of third parties, and whether such property damage be to the City or the EDA's property or the property of others, which is proximately caused by the negligent conduct of the City, its officers, employees, agents and lessees, or arising out of the operation, maintenance or use of the Site and the Facilities by the City, its officers, employees, agents and lessees. The City hereby assumes responsibility for and agrees to reimburse the EDA for all liabilities, obligations, losses, damages, penalties, claims, actions, costs and expenses (including reasonable attorney's fees) of whatsoever kind and nature, imposed on, incurred by or asserted against the EDA or its officers or employees that in any way relate to or arise out of a claim, suit or proceeding based in whole or in part on the foregoing, to the maximum extent permitted by law.

To the extent permitted by the laws of the State of Minnesota, the City shall indemnify, defend, protect and hold the Trustee harmless from and against any and all losses, liability, damages, costs or expenses that the Trustee may suffer or incur arising out of or in connection with the acceptance or administration of the Indenture or the trusts thereunder or the performance of its duties thereunder or under this Lease or the Ground Lease (unless such liability is adjudicated to have resulted from the negligence or willful misconduct of the Trustee). The indemnification obligations of the City hereunder shall survive the termination of the Indenture, this Lease and the Ground Lease, the payment in full of the Bonds, and the resignation or removal of the Trustee. Nothing in this section will be construed to limit or affect any limitations on liability of the City or EDA under State or federal law, including without limitation Minnesota Statutes, Sections 466.04 and 604.02.

Section 7.6. Hazardous Substance Indemnification. The City agrees, to the extent permitted by the laws of the State of Minnesota, to defend, indemnify and hold harmless the EDA and the Trustee, their officers, employees, agents, successors and assigns (the "Indemnitees") from and against, and shall reimburse the Indemnitees for, any and all loss, claim, liability, damage, judgment, penalty, injunctive relief, injury to personal property or natural resources, cost, expense,

action or cause of action arising in connection with or as the result of any past, present or future existence, use, handling, storage, transportation, manufacture, release or disposal of any Hazardous Substance in, on or under the land upon which the Project is located, whether foreseeable or unforeseeable, regardless of the source, the time of occurrence or the time of discovery (collectively referred to as "Loss"). This indemnification against Loss includes, without limitation, indemnification against all costs in law or in equity or removal, response, investigation, or remediation of any kind, and disposal of such Hazardous Substances, all costs of determining whether the land upon which the Project is located, is in compliance with, and of causing the land upon which the Project is located, to be in compliance with, all applicable Environmental Laws, all costs associated with claims for damages to persons, property, or natural resources, and the Indemnitees' reasonable attorneys' and consultants' fees, court costs and expenses incurred in connection with any of the above. For this purpose "Hazardous Substance" shall be defined as any substance, the presence of which requires investigation, permitting, control or remediation under any federal, state or local statute, regulation, ordinance or order, including without limitation:

(a) any substance defined as "hazardous waste" under the Resource Conservation and Recovery Act, as amended (42 U.S.C. §6901, et seq.);

(b) any substance defined as a "hazardous substance" under the Comprehensive Environmental Response, Compensation and Liability Act, as amended (42 U.S.C. §9601, et seq.);

(c) any substance defined as a "hazardous material" under the Hazardous Materials Transportation Act (49 U.S.C. §1800, et seq.);

(d) any substance defined under any Minnesota statute analogous to (a), (b) or (c), to the extent that said statute defines any term more expansively;

(e) asbestos:

(f) urea formaldehyde;

(g) polychlorinated biphenyls;

(h) petroleum, or any distillate or fraction thereof;

(i) any hazardous or toxic substance designated pursuant to the laws of the State of Minnesota; and

(j) any other chemical, material or substance, exposure to which is prohibited, limited or regulated by any governmental authority.

The indemnification obligations of the City hereunder shall survive the termination of the Indenture, this Lease and the Ground Lease, the payment in full of the Bonds, and the resignation or removal of the Trustee.

Section 7.7. Damage, Destruction and Condemnation. If the Facilities or any portion thereof is destroyed (in whole or in part) or is damaged by fire or other casualty or title to or the temporary use of the Facilities or any part thereof, or the interest of the City or the EDA in the Site or the Facilities or any part thereof is taken under the exercise of the power of eminent domain by any governmental body or by any person, firm or corporation acting under governmental authority, the City shall have the rights with respect to the Net Proceeds of any insurance or condemnation award specified in this Section, but the City shall be obligated to continue to pay the Lease Payments and Additional Lease Payments due with respect to the Facilities. All Net Proceeds shall be applied to the prompt repair, restoration, modification, improvement or replacement of the Site and the Facilities by the City, or, if the City elects not to repair or rebuild, all Net Proceeds shall be applied to prepay the Lease Payments and Additional Lease Payments; in either event all Net Proceeds not needed for the purpose shall belong to the City. In the event Net Proceeds exceed $100,000, they shall be held by the Trustee and disbursed in payment of costs of repair, restoration, modification, improvement or replacement substantially in accordance with the procedure for disbursement of Bond proceeds from the Project Fund in Article IV of the Indenture.

Section 7.8. Insufficiency of Net Proceeds. If the Net Proceeds are insufficient to pay in full the cost of any repair, restoration, modification, improvement or replacement of the Site and the Facilities, the City shall either: (a) complete the work and pay any cost in excess of the amount of the Net Proceeds, and the City agrees that if by reason of any such insufficiency of the Net Proceeds, the City shall make any payments pursuant to the provisions of this Section 7.8, the City shall not be entitled to any reimbursement therefor from the EDA nor shall the City be entitled to any diminution of the Lease Payments or Additional Lease Payments due with respect to the Facilities; or (b) prepay the Lease Payments and Additional Lease Payments, in which event the Net Proceeds shall be used for this purpose. If the City elects not to repair, rebuild or restore, the City shall prepay or discharge the Lease Payments and Additional Lease Payments to the full extent of the Net Proceeds.

Section 7.9. Cooperation of EDA. The EDA shall cooperate fully with the City at the expense of the City in filing any proof of loss with respect to any insurance policy covering the casualties described in Section 7.7 hereof and in the prosecution or defense of any prospective or pending condemnation proceeding with respect to the Site or the Facilities or any part thereof and will, to the extent it may lawfully do so, permit the City to litigate in any proceeding resulting therefrom in the name of and on behalf of the EDA. In no event will the EDA voluntarily settle, or consent to the settlement of, any proceeding arising out of any insurance claim or any prospective or pending condemnation proceeding with respect to the Site or the Facilities or any part thereof without the written consent of the City and the Trustee.

Section 7.10. Condemnation of Other Property Owned by the City. The City shall be entitled to the Net Proceeds of any condemnation award or portion thereof made for destruction of, damage to or taking of its property not included in the Site or Facilities.

ARTICLE VIII

Option to Purchase; Option to Prepay

Section 8.1. Option to Purchase or Prepay. The City shall have the option at any time to purchase the Site, the Facilities and any other Improvements by payment to the Trustee of the Purchase Price then applicable, or to prepay unpaid Lease Payments and Additional Lease Payments, in whole or in part.

Section 8.2. Exercise of Option. The City shall give notice to the EDA of its intention to exercise its purchase or prepayment option not less than 45 days in advance of the date of prepayment or purchase, and shall pay to the EDA on the date of prepayment or purchase the prepayment amount or (in the event of a purchase) an amount equal to the then current Purchase Price, less any Net Proceeds to be applied to the amount to be so paid in accordance with Section 7.8.

Section 8.3. Provision for Payment of Purchase Price; Discharge of City's Obligation. The City may at any time provide for the payment of the Purchase Price or discharge its obligation to pay Lease Payments due under this Lease by depositing irrevocably in escrow with a bank or trust company, cash or direct obligations of the United States, bearing interest payable at such times and at such rates and maturing on such dates, but not callable prior thereto, as shall be required to provide moneys sufficient to pay or prepay all unpaid Lease Payments and the applicable redemption premium, if any, on the Outstanding Bonds, on the dates when they are due or subject to prepayment as provided in Section 8.1, as determined by the City, together with (i) computations and an opinion letter of a certified public accounting firm selected by the City showing and attesting to the sufficiency of such moneys and securities for this purpose, (ii) an opinion letter of Bond Counsel stating that the deposit of such cash or securities will not cause the Bonds to become "arbitrage bonds" under Section 148 of the Internal Revenue Code, and (iii) an opinion letter of Independent Counsel who is nationally recognized bankruptcy counsel selected by the City that payment of principal and interest on the Bonds with such moneys or securities will not constitute a voidable preference under the provisions of 11 U.S.C. §544 or 547.

Section 8.4. Prerequisite; No Default. The City may exercise the rights specified in Sections 8.1, 8.2, and 8.3 only if it is not in default under this Lease.

ARTICLE IX

Assignment, Subleasing, Indemnification, Mortgaging and Selling

Section 9.1. Assignment by EDA. Except as expressly provided in this Section, the EDA's rights and obligations under this Lease, including the right to receive and enforce payment of the Lease Payments and Additional Lease Payments to be made by the City under this Lease and its interest in the Site and the Facilities, shall not be assigned, pledged, mortgaged or transferred, in whole or in part, except to the Trustee pursuant to the Indenture. The City hereby approves the assignment made by the EDA to the Trustee under the Indenture of its interest in the Site, the Facilities, the Ground Lease, this Lease and the Lease Payments to become due hereunder.

Section 9.2. Assignment and Subleasing by the City. The rights and obligations of the City under this Lease may not be assigned by the City without the written consent of the EDA. The City may sublease the Project, or any portion thereof, to any other entity, provided that the City furnishes to the EDA and the Trustee an Opinion of Counsel, who is nationally recognized bond counsel selected by the City, that such sublease will not adversely affect the validity of the Outstanding Bonds or the exemption of the interest thereon from federal income taxation.

Section 9.3. Restriction on Mortgage or Sale of Project by the City. Except as otherwise provided herein, without the prior written consent of the EDA, the City will not mortgage, sell, assign, transfer or convey the Site or the Facilities or any portion thereof during the Term of this Lease.

ARTICLE X

Events of Default and Remedies

Section 10.1. Events of Default Defined. Any one or more of the following events shall be an "Event of Default" under this Lease:

(a) Failure by the City to pay any Lease Payment, Additional Lease Payment, or other payment required to be paid hereunder at the time and from the sources specified herein.

(b) Failure by the City to observe and perform any covenant, condition or agreement on its part to be observed or performed, other than as referred to in clause (a) of this Section, for a period of 60 days after written notice specifying such failure and requesting that it be remedied has been given to the City by the EDA or the Trustee; provided, however, if the failure stated in the notice cannot be corrected within the applicable period, such failure shall not constitute an Event of Default if corrective action is instituted by the City within the applicable period and diligently pursued and the default is corrected within 270 days of such notice, as certified by the City in writing to the Trustee.

(c) The occurrence of any of the following events:

(i) The City shall (a) apply for or consent to the appointment of, or the taking of possession by, a receiver, custodian, trustee, liquidator or the like of the City or of all or a substantial part of its property, (b) commence a voluntary case under the Federal Bankruptcy Code (as now or hereafter in effect), or (c) file a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up or composition or adjustment of debts; or

(ii) A proceeding or case shall be commenced, without the application or consent of the City, as the case may be, in any court of competent jurisdiction, seeking (a) the liquidation, reorganization, dissolution, winding-up, or the composition or adjustment of debts, of the City, (b) the appointment of a trustee, receiver, custodian, liquidator or the like of the City, or (c) similar relief in respect of the City under any law relating to bankruptcy, insolvency, reorganization, winding-up or composition or adjustment of debts, and such proceeding or case has not been dismissed within 60 days of the filing thereof.

The provisions of Section 10.1(b) are subject to the following limitation: if by reason of force majeure either party is unable in whole or in part to carry out its obligations under this Lease, it shall not be deemed in default during the continuance of such inability or during any other delays which are a direct consequence of the force majeure inability, and the time for such performance shall be extended to cover such delays. The term "force majeure" as used herein shall mean, without limitation, the following: acts of God; strikes, lockouts or other industrial disturbances; acts of public enemies; orders or restraints of any kind of the government of the United States of

America or any of its departments, agencies or officials, or any civil or military authority, or the State of Minnesota or any of its departments, agencies or officials; insurrections; riots; landslides; earthquakes; fires; storms; droughts; floods; explosions; breakage or accident to machinery, transmission pipes or canals; or any other cause or event not reasonably within the control of a party and not resulting from its negligence. Each party agrees, however, to remedy with all reasonable dispatch the cause or causes preventing it from carrying out its agreements.

Section 10.2. Remedies on Default. Whenever any Event of Default shall have happened and be continuing, the Trustee may take, but only upon not less than 5 days' written notice to the City, one or any combination of the following remedial steps:

(a) Without terminating this Lease, re-enter and take possession of the Site and the Facilities and exclude the City from using it until the Event of Default is cured; or

(b) Subject to the provisions of Section 5.6, take any action at law or in equity which may appear necessary or desirable to: (i) collect the Lease Payments and Additional Lease Payments then due for the Fiscal Year then in effect, (ii) collect any Lease Payments and Additional Lease Payments to become due and payable during the current Fiscal Year, or (iii) enforce performance and observance of any obligation, agreement or covenant of the City under this Lease or the Indenture; or

(c) Terminate the Term of this Lease, exclude the City from possession of the Facilities, and use its best efforts to lease the Facilities to another for the account of the City, holding the City liable for the difference between the rentals received and the Lease Payments and Additional Lease Payments which would have been receivable hereunder for the Fiscal Year then in effect.

This provision does not limit any remedies which the Trustee or the EDA may have under the Indenture or any other document.

Section 10.3. Delay; Notice. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle any party to exercise any remedy reserved to it in this Lease it shall not be necessary to give any notice, other than such notice as may be required in this Lease.

Section 10.4. No Remedy Exclusive. No remedy herein conferred upon or reserved to the EDA is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Lease or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

Section 10.5. No Additional Waiver Implied by One Waiver. In the event any agreement contained in this Lease is breached by either party and thereafter waived by the other party, such

waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

ARTICLE XI

Administrative Provisions

Section 11.1. Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when delivered or deposited in the United States mail in certified or registered form with postage fully prepaid provided, however, that any notices to the Trustee shall only be deemed to be given when actually received by it:

If to the City:	City of Wyoming 26885 Forest Boulevard Wyoming, Minnesota 55092 Attention: City Administrator
If to the EDA:	City of Wyoming Economic Development Authority 26885 Forest Boulevard Wyoming, Minnesota 55092 Attention: Executive Director and Secretary
If to the Trustee:	U.S. Bank Trust Company, National Association 111 Fillmore Ave East EP-MN-WS3C St. Paul, MN 55107 Attention: Global Corporate Trust

The above-named persons, by notice given hereunder, may designate different addresses to which subsequent notices, certificates or other communications will be sent.

Section 11.2. Binding Effect. This Lease shall inure to the benefit of and shall be binding upon the EDA and the City and their respective successors and assigns.

Section 11.3. Severability. In the event any provision of this Lease shall be held invalid or unenforceable by any court or competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 11.4. Amendments, Changes and Modifications. This Lease may be amended or any of its terms modified only by written amendment authorized and executed by the City and the EDA and in accordance with the terms of the Indenture.

Section 11.5. Further Assurances and Corrective Instruments. The EDA and the City agree that they will, if necessary, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may be necessary for correcting any inadequate or incorrect description of the Site and the Facilities or for carrying out the expressed intention of this Lease.

Section 11.6. Execution in Counterparts. This Lease may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 11.7. Applicable Law. This Lease shall be governed by and construed in accordance with the laws of the State of Minnesota.

Section 11.8. Authorized Officers. Whenever under the provisions of this Lease the approval of the EDA or the City is required, or the EDA or the City is required to take some action at the request of the other, such approval of such request shall be given for the EDA or for the City by an Authorized Officer, and any party hereto and the Trustee shall be authorized to rely upon any such approval or request.

Section 11.9. Captions. The captions or headings in this Lease are for convenience only and in no way define, limit or describe the scope or intent of any provisions or Sections of this Lease.

IN WITNESS WHEREOF, the EDA has caused this Lease to be executed in its corporate name by its duly authorized officers; and the City has caused this Lease to be executed in its name by its duly authorized officers and sealed with its corporate seal, as of the date first above written.

CITY OF WYOMING ECONOMIC DEVELOPMENT AUTHORITY

By _____
Its President

By _____
Its Executive Director and Secretary

STATE OF MINNESOTA)
) ss.
COUNTY OF CHISAGO)

The foregoing instrument was acknowledged before me this ____ day of _____, 2026 by _____, the President of the City of Wyoming Economic Development Authority, a body corporate and politic organized and existing under the Constitution and laws of the State of Minnesota and political subdivision of the State of Minnesota, on behalf of said political subdivision.

_____
Notary Public

STATE OF MINNESOTA)
) ss.
COUNTY OF CHISAGO)

The foregoing instrument was acknowledged before me this ____ day of _____, 2026 by _____, the Executive Director and Secretary of the City of Wyoming Economic Development Authority, a body corporate and politic organized and existing under the Constitution and laws of the State of Minnesota and political subdivision of the State of Minnesota, on behalf of said political subdivision.

_____
Notary Public

CITY OF WYOMING, MINNESOTA

By _____
Its Mayor

By _____
Its City Administrator

STATE OF MINNESOTA)
) ss.
COUNTY OF CHISAGO)

The foregoing instrument was acknowledged before me this ____ day of _____, 2026 by _____, the Mayor of the City of Wyoming, Minnesota, a statutory city and political subdivision of the State of Minnesota, on behalf of said political subdivision.

_____
Notary Public

STATE OF MINNESOTA)
) ss.
COUNTY OF CHISAGO)

The foregoing instrument was acknowledged before me this ____ day of _____, 2026 by _____, the City Administrator of the City of Wyoming, Minnesota, a statutory city and political subdivision of the State of Minnesota, on behalf of said political subdivision.

_____
Notary Public

EXHIBIT A

Description of Site and Facilities

The legal description of the Site is as follows:

Permitted Encumbrances include the following:

1. Ground Lease dated September 1, 2026, between the City and the EDA to be recorded.

EXHIBIT B

Schedule of Lease Payments

Lease Payment Due Date	
Five Business Days Prior To:	Amount
08/01/2027	
02/01/2028	
08/01/2028	
02/01/2029	
08/01/2029	
02/01/2030	
08/01/2030	
02/01/2031	
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02/01/2044	
08/01/2044	
02/01/2045	
08/01/2045	
02/01/2046	
02/01/2047	

EXHIBIT C

COMPLETION CERTIFICATE

The undersigned officer of the City of Wyoming, Minnesota (the "City"), lessee under that certain Lease-Purchase Agreement dated as of September 1, 2026 (the "Lease"), between the City of Wyoming Economic Development Authority (the "EDA") and the City, hereby certifies to the EDA and to U.S. Bank Trust Company, National Association, St. Paul, Minnesota (the "Trustee"), as Trustee under a Trust Indenture dated as of September 1, 2026 (the "Indenture") between the EDA and the Trustee, that as of _____, 20__ (the "Completion Date"), the Facilities described in the Lease have been completed in their entirety and are ready to be placed in service and all other property which constitutes the Facilities has been acquired and installed. Construction and acquisition of the Facilities have been completed and the Project Costs have been paid, except for any portion thereof which has been incurred but is not now due and payable, or the liability for the payment of which is being contested or disputed by the City, and for the payment of which the Trustee has been directed to retain specified amounts of moneys within the Project Fund. Notwithstanding the foregoing, this certificate is given without prejudice to any rights against third parties which exist at the date hereof or which may subsequently come into being. Attached as **Exhibit A** to this certificate is a list of the equipment financed with proceeds of the Series 2026A Bonds and included as part of the Facilities. Capitalized terms used in this certificate and defined in the Lease or the Indenture are used with the meanings given therein.

CITY OF WYOMING, MINNESOTA

By _____
Its _____

Exhibit A to Certificate of Completion
List of equipment financed with Series 2026A Bond proceeds and included as part of the Facilities

EXHIBIT D
FORM OF TRUST INDENTURE

$9,270,000
CITY OF WYOMING ECONOMIC DEVELOPMENT AUTHORITY
LEASE REVENUE BONDS (CITY OF WYOMING, MINNESOTA LEASE OBLIGATION), SERIES 2026A

TRUST INDENTURE

Dated as of September 1, 2026

CITY OF WYOMING ECONOMIC DEVELOPMENT AUTHORITY

to

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION,
as Trustee

THIS INSTRUMENT WAS DRAFTED BY:

Kutak Rock LLP (JSB)
60 South 6th Street, Suite 3400
Minneapolis, MN 55402

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SIGNATURES

Exhibit A Draw Request
Exhibit B Form of Series 2026A Bond

TRUST INDENTURE

This TRUST INDENTURE, dated as of the 1st day of September, 2026, by and between the CITY OF WYOMING ECONOMIC DEVELOPMENT AUTHORITY, a public body corporate and politic and political subdivision of the State of Minnesota (the "EDA"), and U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, a national banking association, organized and existing under and by virtue of the laws of the United States of America, with trust powers having a designated corporate trust office and place of business in the City of St. Paul, Minnesota (the "Trustee");

WITNESSETH:

WHEREAS, the EDA is a duly organized and existing political subdivision under the laws of Minnesota, and the EDA has authority to enter into and perform its obligations under this Indenture pursuant to Minnesota Statutes, Section 465.71 and Sections 469.090 to 469.1082, as amended (herein called the "Act"); and

WHEREAS, pursuant to a Ground Lease dated as of September 1, 2026 (the "Ground Lease"), the EDA has leased certain land in the City of Wyoming, Minnesota (the "Site") from the City of Wyoming, Minnesota (the "City"); and

WHEREAS, the EDA has agreed to enter into a Lease-Purchase Agreement dated as of September 1, 2026 (the "Lease"), whereby the EDA will lease to the City, with option to purchase, the Site and facilities to be constructed thereon (the "Facilities"); and

WHEREAS, under the Act, the EDA is authorized to issue and sell revenue bonds to finance the construction of the Facilities and related costs and to assign certain of its interests in the Ground Lease and the Lease as security therefor; and

WHEREAS, pursuant to a resolution of the Board of Commissioners of the EDA adopted on August 10, 2026 (the "Bond Resolution"), the EDA has duly authorized and directed the issuance of a series of revenue bonds in the aggregate principal amount of $9,270,000 to be designated "Lease Revenue Bonds (City of Wyoming, Minnesota Lease Obligation), Series 2026A" (the "Series 2026A Bonds"), as in this Indenture provided; and

WHEREAS, under the Lease, the City is required, subject to its right to determine not to appropriate Lease Payments and to terminate the Lease, to make Lease Payments in amounts and at times sufficient to pay the principal of, premium (if any) and interest on the Series 2026A Bonds and any Additional Bonds when due; and

WHEREAS, the execution and delivery of the Ground Lease, the Lease and this Indenture and the issuance of the Series 2026A Bonds have been in all respects duly and validly authorized by the EDA pursuant to the Bond Resolution; and

WHEREAS, the execution and delivery of this Indenture have been duly authorized by the EDA, and all conditions, acts and things necessary and required by the Constitution and Laws of the State of Minnesota, or otherwise, to exist, to have happened or to have been performed precedent to and in the execution and delivery of this Indenture, and in the issuance of the Series 2026A Bonds, do exist, have happened or have been performed in regular form, time and manner, and the execution and delivery of this Indenture have been in all respects duly authorized; and

WHEREAS, the Trustee has accepted the trust created by this Indenture and in evidence thereof has joined in the execution hereof;

NOW, THEREFORE, THIS INDENTURE WITNESSETH:

GRANTING CLAUSES

That the EDA, in order to secure the payment of the principal of, premium (if any) and interest on the Bonds issued under this Indenture according to their tenor and effect and the performance and observance of each and all of the covenants and conditions herein and therein contained, and for and in consideration of the premises and of the purchase and acceptance of the Bonds by the respective purchaser or purchasers and registered Owners thereof, and for other good and valuable consideration, the receipt whereof is hereby acknowledged, has executed and delivered this Indenture and has granted, bargained, sold, assigned, transferred, conveyed, pledged and set over, and by these presents does hereby grant, bargain, sell, assign, transfer, convey, pledge and set over, unto the Trustee, and to its successor or successors in the trust hereby created and to its assigns forever:

I.

All of the rights and interests of the EDA in and to the Ground Lease and the Lease, except for the rights of the EDA relating to expenses, indemnity, payment of attorneys' fees and advances under Sections 4.3, 7.5 and 7.6 of the Lease.

II.

A first lien on and pledge of all right, title and interest in (i) the moneys and investments in the Bond Fund covenanted to be created and maintained under this Indenture, (ii) any moneys and investments in the Project Fund not applied to payment of Project Costs, as further provided herein, and (iii) Net Proceeds of any insurance or condemnation award held by the Trustee pursuant to the terms of the Lease or this Indenture.

III.

Any and all other property of every name and nature from time to time hereafter by delivery or by writing of any kind conveyed, mortgaged, assigned or transferred, or in which a security interest is granted by the EDA or the City or by anyone in behalf of either of them or with their written consent, to the Trustee, which is hereby authorized to receive any and all such property at any and all times and to hold and apply the same according to the terms hereof.

TO HAVE AND TO HOLD all and singular the said property hereby conveyed and assigned, or agreed or intended so to be, to the Trustee, its successor or successors in trust and its and their assigns, FOREVER.

IN TRUST NEVERTHELESS, upon the terms and trust herein set forth, for the equal and proportionate benefit, security and protection of all Owners of the Bonds issued or to be issued under and secured by this Indenture, without preference, priority or distinction as to lien or otherwise of any of the Bonds over any of the others;

PROVIDED, HOWEVER, that if the EDA, or its successors or assigns, shall well and truly pay or cause to be paid the principal of the Bonds and the premium (if any) and interest due or to become due thereon, at the times and in the manner mentioned in the Bonds according to the true intent and meaning thereof, or shall provide, as permitted hereby, for the payment thereof by depositing with the Trustee sums sufficient to pay the entire amount due or to become due thereon, and shall well and truly keep, perform and observe all the covenants and conditions pursuant to the terms of this Indenture to be kept, performed and observed by the EDA and shall pay to the Trustee all sums of money due or to become due to it in accordance with the terms and provisions hereof; then upon such final payment this Indenture and the rights hereby granted shall cease, terminate and be void; otherwise, this Indenture to be and remain in full force and effect.

THIS INDENTURE FURTHER WITNESSETH, and it is expressly declared that all Bonds issued and secured hereunder are to be issued, authenticated and delivered and all said property hereby assigned or pledged is to be dealt with and disposed of under, upon and subject to the terms, conditions, stipulations, covenants, agreements, trusts, uses and purposes as hereinafter expressed, and the EDA agrees and covenants with the Trustee and with the respective Owners from time to time of the said Bonds or any part thereof, as follows:

ARTICLE I

Definitions and Interpretation

Section 1.01. Definitions. Unless the context otherwise requires, capitalized terms used but not defined in this Indenture shall have the meanings given such terms in the Lease and the terms defined in this Article I and in the recitals and succeeding Articles of this Indenture shall, for all purposes of this Indenture and of any indenture supplemental hereto, have the meanings herein specified, such definitions to be equally applicable to both the singular and plural forms of any of the terms defined:

"Act" means, collectively, Minnesota Statutes, Section 465.71 and Sections 469.090 to 469.1082, as amended.

"Additional Bonds" means any Bonds issued pursuant to Sections 2.09 through 2.12 hereof.

"Authorized Officer," when used with respect to the City, means its Mayor and its City Administrator, or any other person who is designated in writing by the City as an Authorized Officer for purposes of this Indenture, and when used with respect to the EDA means its President, its Secretary, its Executive Director, its Treasurer, or any other person who is designated in writing by the EDA as an Authorized Officer for purposes of this Indenture.

"Beneficial Owner" means, with respect to the Bonds, the Person owning the beneficial ownership interest therein.

"Bond Fund" means the Bond Fund established under Section 5.01 of this Indenture.

"Bond Resolution" means the resolution adopted by the EDA on August 10, 2026 authorizing the issuance and sale of the Series 2026A Bonds, as the same may be amended, modified or supplemented by any amendments or modifications thereof.

"Bonds" means the Series 2026A Bonds and any Additional Bonds.

"Business Day" means any day on which the Trustee is open for business. Unless referred to specifically herein as a "Business Day," all references to "day" or "days" shall be to calendar days.

"Certificate" means a certification in writing required or permitted by the provisions either of the Lease or this Indenture signed and delivered to the Trustee or other proper person or persons. If and to the extent required by the provisions of Section 1.02 hereof, each Certificate shall include the statements provided for in said Section 1.02.

"Certified Resolution" means a copy of a resolution of the EDA or the City, certified by the clerk, secretary or other proper person to have been duly adopted and to be in full force and effect on the date of such certification.

"City" means the City of Wyoming, Minnesota, a statutory city, municipal corporation and political subdivision of the State of Minnesota, and any successor to its functions.

"Closing Date" means the date on which the Bonds of any series are delivered to the Original Purchaser against payment therefor.

"Construction Period" means the period between the beginning of construction, betterment, or remodeling of the Facilities or the date on which the Series 2026A Bonds are first delivered to the Original Purchaser, whichever is earlier, and the Completion Date with respect to the construction of the Facilities, as defined in the Lease.

"Default" means default in the performance or observance of any of the covenants, agreements or conditions contained in this Indenture, or in the Bonds Outstanding hereunder, exclusive of any notice or period of grace required for a default to constitute an "Event of Default" as hereinafter provided.

"EDA" means the City of Wyoming Economic Development Authority, a public body corporate and politic and political subdivision of the State of Minnesota, and its successors and assigns as lessor under the Lease.

"Electronic Notice" means delivery of notice in a Word, or equivalent, format or Portable Document Format (PDF), or equivalent, by electronic mail to the electronic mail addresses listed in Section 13.07 hereof; provided, that if a sender receives notice that the electronic mail is undeliverable, notice must be sent as otherwise required by Section 13.07 hereof.

"Event of Default" means an Event of Default described in Section 7.01 of this Indenture which has not been cured.

"Facilities" means any buildings, structures and improvements to be acquired, constructed, bettered, improved or remodeled as the City's City Hall facilities and fire safety facilities on the Site, and all furniture, fixtures and equipment to be acquired with proceeds of sale of the Bonds and located thereon.

"Ground Lease" means the Ground Lease of even date herewith, by which the City leases the Site to the EDA, as amended or supplemented from time to time.

"Improvements" means any addition, enlargement, improvement, extension or alteration of or to the Facilities as they then exist, and also means any fixtures, structures or other facilities (other than the Facilities) acquired or constructed by the City and located on the Site.

"Indenture" means this Trust Indenture dated as of September 1, 2026, between the EDA and U.S. Bank Trust Company, National Association, as Trustee, under which the Bonds are authorized to be issued, and including any amendments or supplements hereto.

"Independent," when used with reference to an attorney, engineer, architect, certified public accountant, consultant or other professional person, means a person who (i) is in fact independent, (ii) does not have any material financial interest in the City or the transaction to which such person's Certificate or opinion relates (other than payment to be received for professional services rendered), and (iii) is not connected with the EDA or the City as an officer, director or employee.

"Independent Counsel" means an Independent attorney duly admitted to practice law before the highest court of any state.

"Interest Payment Date" means August 1, 2027 and each February 1 and August 1 thereafter until the Bonds are paid in full.

"Internal Revenue Code" means the Internal Revenue Code of 1986, as amended.

"Lease" means the Lease-Purchase Agreement of even date herewith between the EDA, as lessor, and the City, as lessee, as amended or supplemented from time to time.

"Lease Payments" means each of the payments due from the City to the EDA on each Lease Payment Date during the Term of the Lease, as shown on Exhibit B to the Lease.

"Net Proceeds," when used with respect to proceeds of insurance or a condemnation award, means moneys received or receivable by the City, as owner or as lessee under the Lease, or the Trustee, as lessee under the Ground Lease or as secured party, of the Site or the Facilities, less the cost of recovery (including attorneys' fees) of such moneys from the insuring company or the condemning authority.

"Opinion of Counsel" means a written opinion of counsel (who need not be Independent Counsel unless so specified) appointed by the City or the EDA or appointed by the Trustee, as the case may be. If and to the extent required by the provisions of Section 1.02 hereof, each Opinion of Counsel shall include the statements provided for in said Section 1.02.

"Original Purchaser" means [Purchaser].

"Outstanding" when used as of any particular time with reference to Bonds means (subject to the provisions of Section 9.03 of this Indenture pertaining to Bonds owned by the EDA or the City) all Bonds theretofore authenticated and delivered by the Trustee under this Indenture except: (i) Bonds theretofore canceled by the Trustee or surrendered to the Trustee for cancellation; (ii) Bonds for the payment or redemption of which funds or direct obligations of or obligations fully guaranteed by the United States of America in the necessary amount shall have theretofore been deposited with the Trustee (whether upon or prior to the maturity or the redemption date of such Bonds), provided that if such Bonds are to be redeemed prior to the maturity thereof, notice of

such redemption shall have been given pursuant to Article III of this Indenture, or provision satisfactory to the Trustee shall have been made for the giving of such notice; and (iii) Bonds in lieu of or in substitution for which other Bonds shall have been authenticated and delivered by the Trustee pursuant to the terms of Section 2.07 pertaining to replacement of Bonds.

"Owner" means the registered owner of any Outstanding Bond. For purposes of this Indenture, however, the Beneficial Owners shall possess all rights of the Owners to direct the actions of the Trustee, execute consents, waivers, amendments, give indemnities, and otherwise give directions and approve actions taken by the Trustee. The Trustee will verify the identity of the Beneficial Owners of the Bonds by any reasonable manner the Trustee deems satisfactory.

"Permitted Encumbrances" means, as of any particular time: (i) liens for taxes and assessments not then delinquent, or which the City may, pursuant to provisions of Section 6.3 of the Lease, permit to remain unpaid, (ii) the Ground Lease and the Lease and amendments thereto, (iii) the EDA's and the Trustee's interest in the Facilities, (iv) any mechanic's, laborer's, materialmen's, supplier's or vendor's lien or right not filed or perfected in the manner prescribed by law, (v) such minor defects, irregularities, encumbrances, easements, rights-of-way and clouds on title as normally exist with respect to properties similar in character to the Site and which do not, in the opinion of Independent Counsel, materially impair the property affected thereby for the purpose for which it was intended, and (vi) easements, restrictions or encumbrances, if any, shown on Exhibit A to the Lease.

"Permitted Investments" means any investments, with an appropriate market value and of an appropriate maturity, permitted for the investment of public funds pursuant to Minnesota Statutes, Chapter 118A.

"Predecessor Bonds" of any particular Bond means every previous Bond evidencing all or a portion of the same debt as that evidenced by such particular Bond, and for purposes of this definition, any Bond authenticated and delivered under Section 2.07 hereof in lieu of a lost, destroyed or stolen Bond shall be deemed to evidence the same debt as the lost, destroyed or stolen Bond.

"Project" means the acquisition, construction and equipping of the Facilities and related facilities for use by the City on the Site.

"Project Costs" means the costs defined in Section 4.03 of this Indenture.

"Project Fund" means the Project Fund established under Section 4.02 hereof.

"Redeem" or "redemption" means and includes "prepay" or "prepayment" as the case may be.

"Regular Record Date" for the interest payable on any Interest Payment Date on the Bonds of any series means the date specified in the provisions of this Indenture creating such series.

"Responsible Officer" of the Trustee hereunder means and includes the chair of the board of directors, the Chair/President, every vice Chair/President, every assistant vice Chair/President, every corporate trust officer, and every officer and assistant officer of such trustee, other than those specifically above mentioned, to whom any corporate trust matter is referred because of knowledge of, and familiarity with, a particular subject and who shall have direct responsibility for the administration of this Indenture.

"Series 2026A Bonds" means the $9,270,000 City of Wyoming Economic Development Authority Lease Revenue Bonds (City of Wyoming, Minnesota Lease Obligation), Series 2026A, described in Section 2.01 of this Indenture.

"Site" means the real property described in Exhibit A to the Lease, including any property added to or substituted for any portion of the Site, and less any real property released from the Lease pursuant to Article VI of the Lease.

"Special Record Date" for the payment of any Defaulted Interest (as defined in Section 2.05 hereof) on Bonds means a date fixed by the Trustee pursuant to Section 2.05 hereof.

"Term Bonds" means the Series 2026A Bonds so identified in Section 2.01 hereof.

"Trustee" means the trustee at the time serving as such under this Indenture.

"Trust Estate" means the interests of the EDA in the Ground Lease and the Lease assigned under Granting Clause I of this Indenture; the revenues, moneys, investments, contract rights, general intangibles and instruments and proceeds and products and accessions thereof as set forth in Granting Clause II of this Indenture; and additional property held by the Trustee pursuant to Granting Clause III of this Indenture.

Section 1.02. Characteristics of Certificate or Opinion. Any Certificate made or given by an officer of the EDA or of the City or by an Independent engineer, architect, consultant or other person may be based, insofar as it relates to legal matters, upon an Opinion of Counsel, unless such person knows that the opinion with respect to the matters upon which the Certificate may be based as aforesaid is erroneous, or, in the exercise of reasonable care, should have known that the same was erroneous. Any such Certificate or Opinion of Counsel may be based, insofar as it relates to factual matters, information with respect to which is in the possession of the EDA or the City, upon a supporting Certificate of an officer or officers of the EDA or the City, unless the signer knows that the supporting Certificate with respect to the matters upon which the Certificate or opinion may be based as aforesaid is erroneous, or, in the exercise of reasonable care, should have known that the same was erroneous.

Section 1.03. Additional Provisions as to Interpretation. All references herein to "Articles," "Sections" and other subdivisions are to the corresponding Articles, Sections or subdivisions of this Indenture; and the words "herein," "hereof," "hereunder" and other words of similar import refer to this Indenture as a whole and not to any particular Article, Section or subdivision hereof.

Whenever in this Indenture it is provided or permitted that there be deposited with or held in trust by the Trustee money or funds in the necessary amount to pay or redeem any Bonds, the amount so to be deposited or held shall be the principal amount of such Bonds and all unpaid interest thereon to maturity, except that in the case of Bonds which are to be redeemed prior to maturity and in respect of which there shall have been furnished to the Trustee proof satisfactory to it that notice of such redemption on a specified redemption date has been duly given or provision satisfactory to the Trustee shall be made for such notice, the amount so to be deposited or held shall be the principal amount of such Bonds and interest thereon to the redemption date, together with the redemption premium, if any.

Any terms defined in the Lease but not defined herein shall have the same meaning herein unless the context hereof clearly requires otherwise.

This Indenture is governed by and shall be construed in accordance with the laws of Minnesota.

ARTICLE II

Form, Execution and Registration of Bonds

Section 2.01. Form, Maturities and Numeration of Series 2026A Bonds. The Series 2026A Bonds to be issued and secured under this Indenture shall each be designated "City of Wyoming Economic Development Authority Lease Revenue Bond (City of Wyoming, Minnesota Lease Obligation), Series 2026A." The Series 2026A Bonds and Certificates of Trustee shall be substantially in the form set forth in **Exhibit B** hereto. The Series 2026A Bonds shall be issued in fully registered form and shall be in authorized denominations of $5,000 each, or any integral multiple thereof not exceeding the principal amount maturing in any year, initially numbered from R-1 upwards in order of maturity, and the Series 2026A Bonds originally issued, and not in exchange for Predecessor Series 2026A Bonds, shall be dated the Closing Date for the Series 2026A Bonds. Thereafter, any Series 2026A Bonds issued in exchange for Predecessor Series 2026A Bonds shall be dated as of the date to which interest on the Predecessor Series 2026A Bonds has been duly paid or provided for, or the Closing Date, if issued prior to the first Interest Payment Date, and shall be numbered in order of issuance commencing with the next number after the highest number assigned to the initial Series 2026A Bonds. No Series 2026A Bond shall represent principal maturing in different years. The Series 2026A Bonds shall bear interest payable semiannually on February 1 and August 1 of each year, commencing on August 1, 2027, from the Closing Date, or the most recent Interest Payment Date to which interest has been paid or duly provided for. Interest shall be calculated on the basis of a 360-day year, consisting of twelve 30-day months. The principal and redemption price of the Series 2026A Bonds shall be payable to the registered Owners upon presentation at the office of the Trustee, in such coin or currency of the United States of America as may be, on the respective dates of payment thereof, legal tender for the payment of public and private debts, and interest on the Series 2026A Bonds shall be paid by check or draft mailed to the registered Owners at the Owners' registered addresses. The Regular Record Date referred to in Section 2.05 for the payment of interest on the Series 2026A Bonds payable, and punctually paid or duly provided for, on any Interest Payment Date shall be the 15th day (whether or not a Business Day) of the calendar month preceding such Interest Payment Date. The Series 2026A Bonds shall be issued in the aggregate principal amount of _____Dollars ($9,270,000), shall mature on the dates and in the amounts, and shall bear interest at the rates per annum, according to dates of maturity, as follows:

Maturity Date	Principal Amount	Interest Rate	Maturity Date	Principal Amount	Interest Rate
2028	$125,000	%	2038	$475,000	%
2029	$305,000		2039	$495,000	
2030	$325,000		2040	$515,000	
2031	$340,000		2041	$535,000	
2032	$355,000		2042	$560,000	
2033	$375,000		2043	$580,000	
2034	$390,000		2044	$605,000	
2035	$410,000		2045	$635,000	
2036	$430,000		2046	$665,000	
2037	$455,000		2047	$695,000	

Section 2.02. Execution of Bonds. The Bonds shall be signed in the name of the EDA by the manual or the facsimile signature of the President and the Executive Director and Secretary of the EDA, or, in the absence of either or both of such officers, by other officers of the EDA, said signatures shall be authenticated by the manual signature of a Responsible Officer of the Trustee, which is hereby designated as authenticating agent. In the event that any of the officers whose signatures appear on any Bonds shall cease to be officers of the EDA before such Bond shall have been authenticated or delivered by the Trustee, such Bonds may, nevertheless, be authenticated, delivered, and be binding upon the EDA as though those officers who signed the same had continued to be such officers of the EDA; and, also, any Bond may be signed on behalf of the EDA by such person who, at the actual date of execution of such Bond, shall be the proper officer of the EDA, although at the date of such Bond such person shall not have been such an officer of the EDA. Upon the execution and delivery of this Indenture the EDA shall execute and deliver the Bonds to the Trustee for authentication.

Section 2.03. Authentication of Bonds. No Bonds shall be valid or obligatory for any purpose or shall be entitled to any right or benefit hereunder or under the Lease or the Bond Resolutions unless an authorized representative of the Trustee shall manually endorse and execute on such Bond a certificate of authentication substantially in the form of the Certificate of Trustee hereinabove set forth. Such Certificate of Trustee upon any Bond shall be conclusive evidence that such Bond so authenticated has been duly issued under this Indenture and that the Owner thereof is entitled to the benefits of this Indenture.

No Bonds shall be authenticated by the Trustee except in accordance with this Article.

The Trustee shall not be required to authenticate any Bond unless provided with the documents referred to in Section 2.08.

Section 2.04. Registration, Transfers and Exchange. As long as any of the Bonds issued hereunder shall remain Outstanding, the EDA shall maintain and keep at the office of the Trustee, as paying agent, registration records for the payment of the principal of and interest on the Bonds, as in this Indenture provided, and for the registration and transfer of the Bonds, and shall also keep at the office of the Trustee records for such registration and transfer. The EDA hereby appoints

the Trustee, and its successors in the trust from time to time, as its agent to maintain said registration records at the office of the Trustee.

Upon surrender for transfer of any Bond at the office of the Trustee with a written instrument of transfer satisfactory to the Trustee, duly executed by the registered Owner or the Owner's duly authorized attorney, and upon payment of any tax, fee or other governmental charge required to be paid with respect to such transfer, the EDA shall execute and the Trustee shall authenticate and deliver, in the name of the designated transferee or transferees, one or more Bonds of the same series, of any authorized denominations and of a like aggregate principal amount, interest rate and maturity.

Except as the right of exchange may be limited as to Bonds of any series, at the option of the registered Owner thereof, Bonds may be exchanged for an equal aggregate principal amount of Bonds of the same series, maturity and interest rate of any authorized denominations, upon surrender thereof at the office of the Trustee.

In all cases in which the privilege of exchanging Bonds or transferring Bonds is exercised, the EDA shall execute and the Trustee shall deliver Bonds in accordance with the provisions of this Indenture. For every such exchange or transfer of Bonds, whether temporary or definitive, the EDA or the Trustee may make a charge sufficient to reimburse it for any tax, fee or other governmental charge required to be paid with respect to such exchange or transfer, which sum or sums shall be paid by the person requesting such exchange or transfer as a condition precedent to the exercise of the privilege of making such exchange or transfer. Notwithstanding any other provision of this Indenture, the cost of preparing each new Bond upon each exchange or transfer, and any other expenses of the EDA or the Trustee incurred in connection therewith (except any applicable tax, fee or other governmental charge) shall be paid by the City pursuant to the Lease. The EDA and the Trustee shall not be obligated to make any such exchange or transfer of Bonds during the 15 days next preceding the date of the first publication or the mailing (if there is no publication) of notice of redemption in the case of a proposed redemption of Bonds. The EDA and the Trustee shall not be required to make any transfer or exchange of any Bonds called for redemption.

Neither the Trustee nor any agent shall have a responsibility or liability for any action taken or not taken by DTC (as hereinafter defined).

Section 2.05. Payment of Interest on Bonds; Interest Rights Preserved. Interest on any Bond of any series which is payable, and is punctually paid or duly provided for, on any Interest Payment Date shall be paid to the person in whose name that Bond (or one or more Predecessor Bonds) is registered at the close of business on the Regular Record Date for such interest specified in the provisions of this Indenture creating such series.

Any interest on the Bonds which is payable, but is not punctually paid or duly provided for, on any Interest Payment Date (herein called "Defaulted Interest") shall forthwith cease to be payable to the registered Owner on the relevant Regular Record Date solely by virtue of such Owner having been such Owner; and such Defaulted Interest may be paid at the election of the Trustee in each case, as provided in Subsection A or B below:

A. The Trustee may elect to make payment of any Defaulted Interest on the Bonds of any series to the persons in whose names such Bonds (or their respective Predecessor Bonds) are registered at the close of business on a Special Record Date for the payment of such Defaulted Interest, which shall be fixed in the following manner. The EDA or the City shall notify the Trustee in writing of the amount of Defaulted Interest proposed to be paid on each Bond and the date of the proposed payment (which date shall be such as will enable the Trustee to comply with the next sentence hereof), and at the same time the EDA or the City shall deposit with the Trustee an amount of money equal to the aggregate amount proposed to be paid in respect of such Defaulted Interest or shall make arrangements satisfactory to the Trustee for such deposit prior to the date of the proposed payment, such money when deposited to be held in trust for the benefit of the persons entitled to such Defaulted Interest as in this Subsection provided and not to be deemed part of the Trust Estate. Thereupon the Trustee may fix a Special Record Date for the payment of Defaulted Interest, which shall be not more than 15 nor less than 10 days prior to the date of the proposed payment and not less than 10 days after the receipt by the Trustee of the notice of the proposed payment. The Trustee shall promptly notify the City and the EDA of such Special Record Date and, in the name of the EDA and at the expense of the City, shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor to be mailed, first class postage prepaid, to each Owner of a Bond of such series at the Owner's address as it appears in the registration records not less than 10 days prior to such Special Record Date. Notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor having been mailed as aforesaid, such Defaulted Interest shall be paid to the persons in whose names the Bonds of such series (or their respective Predecessor Bonds) are registered on such Special Record Date and shall no longer be payable pursuant to the following Subsection B.

B. Subject to the foregoing provisions of this Section, each Bond delivered under this Indenture upon transfer of or in exchange for or in lieu of any other Bond shall carry all the rights to interest accrued and unpaid, and to accrue, which were carried by such other Bond and each such Bond shall bear interest from such date that neither gain nor loss in interest shall result from such transfer, exchange or substitution.

Section 2.06. Ownership of Bonds. As to any Bond, the EDA and the Trustee and their respective successors shall deem and treat the person in whose name the same shall be registered as the absolute Owner thereof for all purposes and neither the EDA nor the Trustee nor their respective successors shall be affected by any notice to the contrary. Payment of or on account of the principal of any such Bond shall be made only to or upon the order of the registered Owner thereof, but such registration may be changed as above provided. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

Section 2.07. Reissuance of Mutilated, Destroyed, Stolen or Lost Bonds. In case any Outstanding Bond shall become mutilated or be destroyed, stolen or lost, the Trustee shall authenticate and deliver a new Bond of like tenor, number and amount as the Bond so mutilated, destroyed, stolen or lost, in exchange and substitution for such mutilated Bond, upon surrender of

such mutilated Bond or in lieu of and substitution for the Bond destroyed, stolen or lost, upon filing with the Trustee evidence satisfactory to the EDA and the Trustee that such Bond has been destroyed, stolen or lost and upon furnishing the EDA, the Trustee and the City with indemnity satisfactory to them and complying with such other reasonable regulations as the EDA, the Trustee and the City may establish and payment of any expenses which the EDA, the Trustee or the City may incur in connection therewith. In the event any such Bond shall have matured, instead of issuing a substitute Bond, the EDA may pay the same without surrender thereof.

Section 2.08. Conditions for Authentication of Series 2026A Bonds. The Trustee shall not authenticate and deliver the Series 2026A Bonds to be issued and delivered pursuant to this Indenture unless theretofore or simultaneously therewith there shall have been delivered to the Trustee the following:

(a) Certified copies of the Bond Resolution authorizing the issuance of the Series 2026A Bonds and the execution and delivery of the Ground Lease, the Lease and this Indenture, and of the resolution adopted by the City, giving approval to the Project and authorizing the execution and delivery of the Ground Lease and the Lease.

(b) Executed counterparts of the Ground Lease, the Lease and this Indenture, and UCC-1 financing statements executed by the City as Debtor and describing as collateral any tangible personal property leased pursuant to the Lease, and by the EDA as Debtor and describing as collateral the property granted to the Trustee pursuant to the granting clauses hereof.

(c) The signed approving opinion of Kutak Rock LLP, Minneapolis, Minnesota, as Bond Counsel, concerning the validity and legality of the Series 2026A Bonds and exclusion of interest thereon from gross income under the Internal Revenue Code.

(d) A Certificate of an Authorized Officer of the City to the effect that the City has deposited in the Project Fund, or has expended for Project Costs, or has on hand such amounts of money as are currently estimated to be needed to meet Project Costs for the Project in excess of the proceeds of the Series 2026A Bonds to be deposited in the Project Fund pursuant to Section 4.01 hereof.

(e) An order for authentication and registration of the Series 2026A Bonds, signed by the Executive Director and Secretary or other officer of the EDA, specifying the aggregate principal amount of the Series 2026A Bonds to be issued and directing the Trustee to deliver the Series 2026A Bonds to or upon the order of the Original Purchaser upon payment of the purchase price therefor.

(f) A certificate of the EDA pursuant to Section 148 of the Internal Revenue Code as to the absence of arbitrage expectation with respect to the Series 2026A Bonds (the "Tax Certificate"), which certificate may be based on certifications of the City.

(g) Such further certifications, documents and Opinions of Counsel as the EDA or Bond Counsel may require, which shall be specifically identified to the Trustee to be received by the Trustee.

Section 2.09. Additional Bonds; Generally. The EDA, upon request of the City, may issue Additional Bonds of any series in amounts which are sufficient to pay the cost of completing the Project, acquiring, constructing or equipping Improvements and refunding Outstanding Bonds, to pay the costs of issuing such Additional Bonds, and, in the case of Additional Bonds issued to pay the cost of Improvements, to fund interest payable on such Additional Bonds for a period of time not to exceed 6 months beyond the completion of any Improvements financed with the proceeds thereof.

Section 2.10. Additional Bonds to Pay the Cost of Improvements. Additional Bonds of any series may be issued, at one time or from time to time, subject to the conditions hereinafter described, in an aggregate amount sufficient with any other funds available and committed therefor, to pay the cost of any Improvements, including Improvements located on real property contiguous with the Site, if such real property is to be acquired by the City and leased to the EDA pursuant to the Ground Lease; provided, however, that such real property, whether or not financed with the proceeds of Additional Bonds shall, as a condition to the issuance of such Additional Bonds, be subjected to the Ground Lease and the Lease and become part of the Site, and the City, the Trustee and the EDA shall take all action necessary to so provide.

Section 2.11. Additional Bonds for Refunding Purposes. Additional Bonds may be issued at any time or from time to time, subject to the conditions hereinafter described, for the purpose of providing funds, with any other funds available and committed therefor, for paying at their stated maturities or earlier optional redemption date all the Outstanding Bonds of any one or more series, including the payment of any interest which will accrue on such Bonds to the stated maturities or earlier optional redemption date thereof, and any expenses in connection with such refunding.

Section 2.12. Delivery of Additional Bonds. Additional Bonds of any series may be executed by the EDA and delivered to the Trustee for authentication, but only upon receipt by the Trustee of the following:

(a) An executed counterpart of the Supplemental Indenture creating such Additional Bonds;

(b) Executed counterparts of amendments to the Ground Lease and the Lease adding the property, if any, financed with the Additional Bonds to the Site and providing for additional Lease Payments sufficient to provide for the payment of principal, premium, if any, and interest on all Bonds to be Outstanding after the issuance of the Additional Bonds.

Section 2.13. Book-Entry Only System.

(a) The Series 2026A Bonds will be initially issued in the form of a separate single typewritten or printed fully registered Bond for each of the maturities set forth in Section 2.01

hereof. Upon initial issuance, the ownership of each such Series 2026A Bond will be registered in the registration books kept by the Trustee in the name of Cede & Co., as nominee for The Depository Trust Company, New York, New York, and its successors and assigns ("DTC"). Except as provided in this Section, all of the Outstanding Series 2026A Bonds will be registered in the registration books kept by the Trustee in the name of Cede & Co., as nominee of DTC.

(b) With respect to Bonds of any series registered in the registration books kept by the Trustee in the name of Cede & Co., as nominee of DTC, the EDA, the City and the Trustee will have no responsibility or obligation to any broker dealers, banks and other financial institutions from time to time for which DTC holds Bonds as securities depository (the "Participants") or to any other person on behalf of which a Participant holds an interest in the Bonds, including but not limited to any responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any Participant or any other person other than a registered Owner of Bonds, as shown by the registration books kept by the Trustee, of any notice with respect to the Bonds, including any notice of redemption, or (iii) the payment to any Participant or any other person, other than a registered Owner of Bonds, of any amount with respect to principal of, premium, if any, or interest on the Bonds. The EDA, the City and the Trustee may treat and consider the person in whose name each Bond is registered in the registration books kept by the Trustee as the absolute owner of such Bond for the purpose of payment of principal, premium and interest with respect to such Bond, for the purpose of registering transfers of such Bond, and for all other purposes. The Trustee will pay all principal of, premium, if any, and interest on the Bonds only to or on the order of the respective registered Owners, as shown in the registration books kept by the Trustee, and all such payments will be valid and effectual to fully satisfy and discharge the EDA's obligations with respect to payment of principal of, premium, if any, or interest on the Bonds to the extent of the sum or sums so paid. No person other than a registered Owner of Bonds, as shown in the registration books kept by the Trustee, will receive a certificated Bond evidencing the obligation of this Indenture. Upon delivery by DTC to the Trustee of a written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., the words "Cede & Co." will refer to such new nominee of DTC.

(c) The form of representation letter proposed to be submitted to DTC, which is on file with the EDA (the "Representation Letter"), is hereby approved, and the Executive Director and Secretary is authorized to execute and deliver the Representation Letter in substantially the form on file, with such changes therein not inconsistent with law as the Executive Director and Secretary may approve, which approval will be conclusively evidenced by the execution thereof.

(d) In the event the EDA, by resolution, determines that it is in the best interests of the persons having beneficial interests in the Bonds of any series issued in book-entry form that they be able to obtain Bond certificates, the EDA will notify the Trustee, which will notify DTC, whereupon DTC will notify the Participants, of the availability through DTC of Bond certificates. In such event the EDA will issue, transfer and exchange Bond certificates as requested by DTC and any other registered owners in accordance with the provisions of this Indenture. DTC may determine to discontinue providing its services with respect to the Bonds at any time by giving notice to the EDA and the Trustee and discharging its responsibilities with respect thereto under applicable law. In such event, if no successor securities depository is appointed, the EDA will

issue and the Trustee will authenticate Bond certificates in accordance with this Indenture and the provisions hereof will apply to the transfer, exchange and method of payment thereof.

(e) Notwithstanding any other provision of this Indenture to the contrary, so long as any Bond is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of, premium, if any, and interest on such Bond and all notices with respect to such Bond will be made and given, respectively in the manner provided in the Representation Letter.

ARTICLE III

Redemption of Bonds

Section 3.01. Redemption of Series 2026A Bonds. The Series 2026A Bonds are subject to extraordinary redemption on any Business Day in whole or in part, at a redemption price equal to par, plus accrued interest to the redemption date, at the election of the EDA or, in accordance with the Lease, the City, upon the happening of certain events of damage to or destruction or condemnation of the Site or the Facilities or change of law rendering the Lease unenforceable or impossible of performance, all as more fully provided in Section 7.7 of the Lease.

The Series 2026A Bonds maturing on or after February 1, 2037 are subject to optional redemption, at the election of the EDA or, in accordance with the Lease, the City, in whole or in part, and if in part in such manner as the EDA or, in accordance with the Lease, the City shall determine, on February 1, 2036 and any date thereafter, at a redemption price of par plus accrued interest.

The Series 2026A Bonds maturing on February 1, 20__ are subject to mandatory redemption in part prior to maturity at their principal amount (or such portion thereof as is redeemed as provided for below), without premium, plus accrued interest thereon to the redemption date, on February 1 in the years and in the amounts described below, subject to certain credits described below:

Series 2026A Bonds Due February 1, 20__

Year	Amount	Year	Amount
20__	$	20__ (maturity)	$

Notice of any redemption of Series 2026A Bonds, shall be mailed in the form provided by Section 3.02 and in the manner and to the extent required by Section 3.03. On or prior to the date fixed for redemption, funds shall be deposited with the Trustee sufficient to pay the Series 2026A Bonds called and accrued interest thereon. Upon the happening of the above conditions, any Series 2026A Bonds thus called shall not bear interest on or after the redemption date, and except for the purpose of payment by application of the funds so deposited, shall no longer be protected by this Indenture.

Section 3.02. Written Notice to Trustee. The EDA (upon direction of the City) shall provide the Trustee, not less than 45 days before the redemption date, written notice of its election to redeem Bonds, describing the Outstanding Bonds to be redeemed, the date of redemption, and the redemption price.

Section 3.03. Mailing and Publication of Notice. Notice of redemption (including when only a portion of the Bonds is to be redeemed, the series and numbers of such Bonds) shall be mailed by the Trustee, not less than 30 days before the redemption date, by first class mail, to the

registered Owners of any Bonds which are to be redeemed, at their last addresses appearing upon the registration books maintained by the Trustee No notice of redemption need be given if the Owners of all Bonds called for redemption waive notice thereof in writing and such waiver is filed with the Trustee. The Trustee may provide a conditional notice of redemption upon the direction of the EDA or the City. If a conditional notice of redemption has been provided and the conditions are not satisfied, such notice of redemption shall be of no force and effect and the Owners shall be restored to their former positions as though no such notice of redemption had been delivered.

The Trustee also shall provide a copy of such notice in an electronic format to DTC and as prescribed by the Municipal Securities Rulemaking Board (the "MSRB"), together with such identifying information as is prescribed by the MSRB, at least 30 days and not more than 45 days prior to such redemption date.

Section 3.04. Deposit for Redemption. On or prior to the redemption date, there shall be deposited with the Trustee cash in an aggregate amount which shall be sufficient to pay the redemption price of the Bonds to be redeemed and interest thereon to the redemption date; and there shall be deposited, or arrangements shall be made with the Trustee to deposit, with the Trustee a sum sufficient to pay the proper expenses and charges of the Trustee in connection with such redemption. Upon deposit with the Trustee of the aggregate amount of such redemption price and interest into the Bond Fund, such moneys shall be set aside by the Trustee and held by it for the account of the respective Owners of the Bonds being redeemed.

Section 3.05. Payment of Redeemed Bonds. After notice of redemption shall have been given as provided in Section 3.03, the Bonds specified in such notice shall become due and payable on the redemption date. Payment of the redemption price and interest shall be made to or upon order of each registered Owner, upon the surrender of the Bonds. Any installment of interest maturing on or prior to the redemption date shall be payable to the registered Owners of Bonds on the relevant Record Dates according to the terms of such Bonds and the provisions of Section 2.05 hereof and the notice of redemption herein provided for may so state. Notice of redemption having been given in the manner provided in this Article III and if either there were no conditions to such redemption or the conditions have been satisfied, and redemption moneys are available for the payment of all of the Bonds called for redemption on the redemption date, the Bonds so called shall cease to accrue interest on or after the redemption date, and such Bonds shall not be deemed to be Outstanding hereunder for any purpose, except that the Owners thereof, on presentation, as herein provided, shall be entitled to receive payment of the redemption price and interest accrued thereon to the redemption date from the moneys set aside by the Trustee as aforesaid.

Section 3.06. Cancellation of Redeemed Bonds. All Bonds so redeemed shall forthwith be canceled and destroyed by the Trustee in accordance with its current record retention policy; and no further Bonds shall be executed or authenticated or issued hereunder in exchange or substitution therefor.

Section 3.07. Partial Redemption of Bonds. If less than all of a particular maturity of a particular series of Bonds at the time Outstanding are to be called for prior redemption, the particular portions of the Bonds of such maturity to be redeemed shall be selected by the Trustee randomly or by lottery except as otherwise provided herein. The Trustee shall call for redemption

in accordance with the foregoing provisions as many Bonds or portions thereof as will, as nearly as practicable, exhaust the moneys available therefor. Particular Bonds or portions thereof shall be redeemed only in integral multiples of principal amount of $5,000.

In the case of Bonds of denominations greater than $5,000, if less than all of such Bonds then Outstanding are to be called for redemption, then for all purposes in connection with redemption, each $5,000 of principal amount shall be treated as though it was a separate Bond of the denomination of $5,000. If it is determined that one or more, but not all of the $5,000 units of principal amount represented by any such Bond is to be called for redemption, then upon notice of intention to redeem such $5,000 unit or units, the Owner of such Bond shall forthwith surrender such Bond to the Trustee (1) for payment of the redemption price (including the redemption premium, if any, and interest to the date fixed for redemption) of the $5,000 unit or units of principal amount called for redemption and (2) exchange for a new Bond or Bonds of the aggregate principal amount of the unredeemed balance of the principal amount of such Bond, shall be issued to the Owner without charge therefor. If the Owner of any such Bond of a denomination greater than $5,000 shall fail to present such Bond to the Trustee for payment and exchange as aforesaid, such Bond shall nevertheless become due and payable on the date fixed for redemption to the extent of the $5,000 unit or units of principal amount called for redemption (and to that extent only). Interest shall cease to accrue on the portion of the principal amount of such Bond represented by such $5,000 unit or units of principal amount on and after the date fixed for redemption; provided, that funds sufficient for the payment of the redemption price shall have been deposited with the Trustee and shall be available for the redemption of said $5,000 unit or units on the date fixed for redemption, and in such event, such Bond shall not be entitled to the benefit or security of this Indenture or the Bond Resolution to the extent of the portion of its principal amount (and accrued interest thereon to the date fixed for redemption and applicable premium, if any) represented by such $5,000 unit or units of principal amount, nor shall new Bonds be thereafter issued corresponding to said unit or units.

ARTICLE IV

Bond Proceeds; Project Fund

Section 4.01. Deposit of Series 2026A Bond Proceeds. The EDA shall deposit, or shall direct the Original Purchaser of the Series 2026A Bonds to deposit, with the Trustee all of the net proceeds of the sale of the Series 2026A Bonds (including accrued interest thereon from the date from which interest is to be paid thereon to the date of delivery to the Original Purchaser), and out of such proceeds the Trustee shall:

(i) Deposit to the credit of the Bond Fund an amount equal to $_____; and

(ii) Deposit to the credit of the Project Fund the balance of such proceeds, $_____.

Section 4.02. Establishment of Project Fund. The EDA hereby establishes a fund (the "Project Fund") with the Trustee and, on the Closing Date, there shall be deposited with the Trustee to the credit of the Project Fund proceeds of the Series 2026A Bonds, as provided in clause (ii) of Section 4.01. As provided in Section 4.05 hereof, Construction Period income and profit from the investment of moneys in the Project Fund shall be credited to the Project Fund. In addition to such proceeds of the Series 2026A Bonds, income and profit, the City has covenanted in Section 3.2 of the Lease that if the moneys in the Project Fund shall not be sufficient to pay the Project Costs in full, then the City shall pay all that portion of the Project Costs in excess of the moneys available therefor, which, together with such proceeds, income and profit will be sufficient to finance the total Project Costs. The EDA has no obligation to deposit any moneys in the Project Fund or to apply moneys to Project Costs except proceeds of Bonds or funds made available therefor by the City.

The moneys in the Project Fund shall be held in trust by the Trustee and applied to the payment of the Project Costs in accordance with and subject to the provisions of this Article, and pending such application shall be subject to a lien and charge in favor of the Owners of the Bonds issued and Outstanding under this Indenture and shall be held for the further security of such Owners until paid out as herein provided.

Section 4.03. Project Costs Defined. For the purposes of this Article, Project Costs shall include, without intending thereby to limit or restrict any proper definition of such cost under any applicable laws and generally accepted accounting principles, the following:

(a) Obligations incurred for labor (including payroll cost of City employees according to time spent by such employees on the Project) and to contractors, builders and material suppliers in connection with the acquisition, betterment, construction, reconstruction, renovation and installation of the Project, including obligations for machinery, materials and equipment therefor;

(b) Costs of acquisition of land and all interests in land required specifically for the Site, Site improvements required for the construction or operation of the Project, or, if applicable, demolition of any existing building on the Site and removal of any equipment therefrom (net of any salvage).

(c) The cost of any indemnity and surety bonds deemed necessary by the City, the fees and expenses of the Trustee and any paying agent during the Construction Period, taxes and other municipal or governmental charges levied or assessed during the Construction Period on the Site, and any premiums for insurance incurred in connection with the Project during the Construction Period;

(d) Costs of acquisition and installation of equipment, furnishings and other tangible personal property required for the Project;

(e) Fees and expenses of engineers and architects for surveys, estimates and other preliminary investigations, preparation of plans, drawings and specifications, and supervising construction, as well as for the performance of all other duties of engineers and architects in relation to the Project or the issuance of the Bonds therefor, including the costs of such services as may have been performed by employees of the City;

(f) Expenses of administration, supervision and inspection properly chargeable to the Project, administrative fees and other expenses relating to the Project, title insurance premiums, abstracting and filing fees, legal expenses and fees, fiscal consultant fees and expenses, cost of audits and of preparing, offering, selling and issuing any of the Bonds, initial fees of the Trustee, and all other expenses relating to the issuance, sale and delivery of the Bonds and any other Costs Issuance; and

(g) Any other obligation or expense heretofore or hereafter incurred by the City in connection with the Project defined as and constituting a proper Project cost and approved by an Authorized Officer of the City.

Section 4.04. Payments from Project Fund. Each of the payments referred to in Section 4.03, including interest on the Bonds during the Construction Period, shall be made from the Project Fund only upon receipt of a Draw Request executed by an Authorized Officer of the City in substantially the form attached hereto as **Exhibit A**. The Draw Request shall set forth the following: (1) the requisition number, (2) the name and address of the person, firm or corporation to whom payment is due or has been made, (3) the amount to be paid, (4) the percentage of the cost attributable to Project Costs, (5) the purpose to which such payment is to be applied, and (6) that each obligation, item of cost or expense mentioned therein has been properly incurred and is a proper charge against the Project Fund and has not been the basis of any previous withdrawal. Such requisitions shall be submitted no more often than twice a month, and the Trustee shall issue its check for each payment required by each such requisition within three Business Days after receipt of said Draw Request.

In the case of any construction contract providing for the retention of a portion of the contract price, the amount of the Draw Request shall be limited to the net amount remaining after

deduction of any such portion. All payments made from the Project Fund shall be presumed by the Trustee to be made for the purposes certified in said statement, and the Trustee shall not be required to see to the application of any payments made from the Project Fund or to inquire into the purposes for which withdrawals are being made from the Project Fund.

For purposes of complying with the requirements of this section, the Trustee may conclusively rely and shall be protected in acting or refraining from acting upon each Draw Request in the form set forth as **Exhibit A** attached hereto, which may be submitted by Electronic Notice. The Trustee shall not be responsible for determining whether the funds on hand in the Project Fund are sufficient to complete the Project.

Moneys in the Project Fund shall be subject to withdrawal from time to time only for the purposes of paying Project Costs or for the reimbursement to the City, subject to any applicable provision of law, for payments theretofore made by the City for Project Costs. The EDA agrees that none of the funds in the Project Fund shall be used for any purposes other than payment or reimbursement of Project Costs and the payment of principal of, premium (if any) on and interest on the Bonds.

Section 4.05. Application of Balance in Project Fund. When the City has furnished to the Trustee a Certificate of an Authorized Officer as to the Completion Date, any balance then remaining in the Project Fund (after reserving such amount as the Authorized Officer shall deem necessary for the payment of any remaining amounts due or to become due for Project Costs, and after returning to the City any contingent funds which it may have deposited into the Project Fund as additional funds to finance total Project Costs and found to be unnecessary for such purpose), shall be transferred to the Bond Fund.

Section 4.06. Investment of Project Fund. The Trustee shall invest the moneys on deposit in the Project Fund at the request of an Authorized Officer of the City in Permitted Investments which shall (i) be payable in such amounts and at such times not later than the time or times when such moneys will be needed to pay Project Costs, and (ii) mature or may be redeemed no later than 12 months from the date of investment. The type, amount and maturity of Permitted Investments made pursuant to this Section shall conform to any instructions of the Authorized Officer. The Trustee may, from time to time, cause any such investments in the Project Fund to be sold or otherwise be converted into cash, whereupon the proceeds derived from such sale or conversion shall be deposited into the Project Fund in order to pay a Draw Request. Any interest or profit derived from investments shall be credited to the Project Fund. Any loss derived from investments shall be debited to the Project Fund. The Trustee shall have no liability whatsoever for any loss, fee, tax or other charge incurred in connection with any investment, reinvestment, sale or liquidation of an investment hereunder. In the absence of written direction delivered to the Trustee from the Authorized Officer of the City, the Trustee shall hold such funds uninvested, with no liability for interest. The Trustee shall be entitled to rely on any written direction of the Authorized Officer of the City as to the suitability and legality of the directed investments, and such written direction shall be deemed to be a certification that such directed investments constitute Permitted Investments. The Trustee shall have no responsibility whatsoever to determine whether any investments made pursuant to this agreement are or continue to be Permitted Investments. In no event shall the Trustee be deemed an investment manager or adviser in respect of any selection of

investments hereunder. Investments permitted under this Section may be purchased from the Trustee or from any of its affiliates. The Trustee may make any and all such investments through its own investment department or that of its affiliates or subsidiaries and may charge its ordinary and customary fees for such trades, including investment maintenance fees. By its execution of the Lease, the City acknowledges that its investment directions are required to comply with the investment limitations contained therein.

The Trustee may elect, but shall not be obligated, to credit the funds and accounts held by it with the moneys representing income or principal payments due on, or sales proceed due in respect of, Permitted Investments in such funds and accounts, or to credit to Permitted Investments intended to be purchased with such moneys, in each case before actually receiving the requisite moneys from the payment source, or to otherwise advance funds for account transactions. By its execution of the Lease, the City acknowledges that the legal obligation to pay the purchase price of Permitted Investments arises immediately at the time of the purchase. Notwithstanding anything else in this Indenture, (i) any such crediting of funds or assets shall be provisional in nature, and the Trustee shall be authorized to reverse any such transactions or advances of funds in the event that it does not receive good funds with respect thereto, and (ii) nothing in this Indenture shall constitute a waiver of any of the Trustee's rights as a securities intermediary under Uniform Commercial Code §9-206.

Although each of the EDA and the City recognizes that it may obtain a broker confirmation or written statement containing comparable information at no additional cost, the EDA and the City hereby agree that confirmations of permitted investments are not required to be issued by the Trustee for each month in which a monthly statement is rendered. No statement need be rendered for any fund or account if no activity occurred in such fund or account during such month.

ARTICLE V

Disposition of Pledged Revenues

Section 5.01. Bond Fund. The EDA hereby establishes and shall maintain with the Trustee, so long as any Bonds are Outstanding, a separate Fund to be designated "City of Wyoming Economic Development Authority Lease Revenue Bonds (City of Wyoming, Minnesota Lease Obligation) Bond Fund" (the "Bond Fund"), into which the Trustee shall make the following deposits:

(a) The amount, if any, required by Section 4.01(i) hereof to be deposited in the Bond Fund.

(b) On August 1, 2027 and each February 1 and August 1 thereafter, or as soon after the due date as received from the City, all payments by the City as Lease Payments under Section 4.2 of the Lease.

(c) All other moneys received by the Trustee from the City when accompanied by directions of the City that such moneys are to be paid into the Bond Fund or used for purposes for which moneys in the Bond Fund may be used.

(d) All other moneys required to be deposited in the Bond Fund pursuant to any provision of this Indenture, the Ground Lease, the Lease or the Bond Resolution.

The moneys and investments in the Bond Fund are irrevocably pledged and shall be used by the Trustee, from time to time, to the extent required:

FIRST: For the payment of principal of, premium (if any) on and interest on the Bonds, as and when such principal, premium and interest shall become due and payable; and

SECOND: Upon direction by the EDA, to purchase Outstanding Bonds at purchase prices not exceeding par plus accrued interest.

Section 5.02. Intentionally Omitted.

Section 5.03. Investment of Bond Fund. To the extent authorized by applicable law, moneys on deposit to the credit of the Bond Fund shall be invested by the Trustee, upon the written direction of an Authorized Officer of the City, in Permitted Investments. All such Permitted Investments shall at all times be a part of the Bond Fund from which the money used to acquire such Permitted Investments shall have come. Such Permitted Investments shall be made so as to mature or be subject to redemption at the option of the holder thereof on or prior to the date or dates that the Authorized Officer of the City anticipates that money therefrom will be required. Any interest accruing on and any profit realized from such investment shall be credited to the Bond Fund. Any such investments shall be held in the name of the Trustee and by or under the control of the Trustee. The Trustee may

make any and all such investments through its trust department or related companies. The Trustee may make any and all such investments through its own investment department or that of its affiliates or subsidiaries and may charge its ordinary and customary fees for such trades, including investment maintenance fees. The Trustee may make any and all such investments through its own investment department or that of its affiliates or subsidiaries and may charge its ordinary and customary fees for such trades, including investment maintenance fees. The Trustee shall sell and reduce to cash a sufficient amount of such investments whenever the cash balance in any such Bond Fund is insufficient for a necessary transfer. Neither the Trustee nor the EDA shall be liable for any loss fee, tax or other charge resulting from any such investment, nor from failure to preserve rights against endorsers or other prior parties to instruments evidencing any such investment. In the absence of written direction delivered to the Trustee from the Authorized Officer of the City, the Trustee shall hold such funds uninvested, with no liability for interest. The Trustee shall be entitled to rely on any written direction of the Authorized Officer of the City as to the suitability and legality of the directed investments, and such written direction shall be deemed to be a certification that such directed investments constitute Permitted Investments. The Trustee shall have no responsibility whatsoever to determine whether any investments made pursuant to this agreement are or continue to be Permitted Investments. In no event shall the Trustee be deemed an investment manager or adviser in respect of any selection of investments hereunder. By its execution of the Lease, the City acknowledges that its investment directions shall be limited as to amount and yield of investment in such manner that no part of the Outstanding Bonds shall be deemed "arbitrage bonds" under Section 148 of the Internal Revenue Code and regulations thereunder.

The EDA covenants and certifies to the Trustee and to and for the benefit of the Owners of the Bonds from time to time Outstanding that so long as any of the Bonds remain Outstanding, it will not knowingly take any action so that money on deposit in any fund or account in connection with the Bonds, whether or not such money was derived from the proceeds of the sale of the Bonds or from any other sources, will be used in a manner which, to its knowledge, will cause any of the Bonds to be classified as "arbitrage bonds" within the meaning of Section 148 of the Code. Pursuant to such covenants, the EDA obligates itself to comply, to the best of its knowledge, throughout the term of the Bonds, with the requirements of Section 148 of the Code and any regulations promulgated thereunder. The Trustee shall be entitled to rely on the Tax Certificate delivered in connection with the issuance of the Bonds. The Trustee has no duty or obligation to confirm that any written investment direction provided to it complies with any yield limitations contained herein or in such Tax Certificate.

The Trustee may elect, but shall not be obligated, to credit the funds and accounts held by it with the moneys representing income or principal payments due on, or sales proceed due in respect of, Permitted Investments in such funds and accounts, or to credit to Permitted Investments intended to be purchased with such moneys, in each case before actually receiving the requisite moneys from the payment source, or to otherwise advance funds for account transactions. By its execution of the Lease, the City acknowledges that the legal obligation to pay the purchase price of Permitted Investments arises immediately at the time of the purchase. Notwithstanding anything else in this Indenture, (i) any such crediting of funds or assets shall be provisional in nature, and the Trustee shall be authorized to reverse any such transactions or advances of funds in the event that it does not receive good funds with respect thereto, and (ii) nothing in this

Indenture shall constitute a waiver of any of the Trustee's rights as a securities intermediary under Uniform Commercial Code §9-206.

Although each of the EDA and the City recognizes that it may obtain a broker confirmation or written statement containing comparable information at no additional cost, the EDA and the City hereby agree that confirmations of permitted investments are not required to be issued by the Trustee for each month in which a monthly statement is rendered. No statement need be rendered for any fund or account if no activity occurred in such fund or account during such month.

Section 5.04. Compliance with Arbitrage Restrictions. The EDA hereby acknowledges and confirms that the maintenance of the tax-exempt status of interest on the Bonds is dependent, among other things, on compliance with the arbitrage requirements set forth in Section 148 of the Internal Revenue Code and regulations thereunder. In order to confirm and carry out such understanding, the City has agreed under the Lease, inter alia, to comply with said Section 148 and regulations thereunder.

ARTICLE VI

Particular Covenants of the EDA

The EDA covenants and agrees, so long as any Bonds shall be Outstanding and subject to the limitations on its obligations herein set forth, that:

Section 6.01. Payment of Bonds. It will faithfully perform at all times any and all covenants, undertakings, stipulations and provisions contained in this Indenture and the Bond Resolution and in each and every Bond executed, authenticated and delivered hereunder; will pay, but solely from Lease Payments by the City and other amounts received or held by the Trustee hereunder, the principal of, premium (if any) on and interest on every Bond issued hereunder on the dates, at the places and in the manner prescribed in such Bonds in any coin or currency which, on the respective dates of payment of such principal and interest, is legal tender for the payment of public and private debts; and will cause such amounts received to be deposited with the Trustee prior to the due date of each installment of principal and interest and prior to the maturity of any Bond in amounts sufficient to pay such installment or Bond; provided, however, that the principal of and interest on any Bond is not and shall not constitute an indebtedness of the EDA or the City, within the meaning of any state constitutional provision, statutory or charter limitation and shall not be deemed to represent a debt or pledge the full faith or credit of the EDA or the City or grant to the Owner of any Bond any right to have the EDA or the City levy any taxes or appropriate any funds to the payment of principal of or interest on the Bonds, and the Bonds do not constitute or give rise to a charge against the general credit or taxing powers of the EDA or the City or a pecuniary liability of the EDA or the City, and the payment of the Bonds will be made solely and only out of the moneys received pursuant to the Lease and the Funds and Accounts established and maintained with the Trustee pursuant to this Indenture and appropriated to the payment of the Bonds by this Indenture.

Section 6.02. Extensions of Payments of Bonds and Interest. The EDA shall not directly or indirectly extend or assent to the extension of the maturity of any of the Bonds or the time of payment of any claims for interest, except as may be expressly permitted by the provisions of this Indenture. Nothing in this Section shall, however, be deemed to limit the right of the EDA to fund or refund such Bonds and claims for interest.

Section 6.03. Authorization. The EDA has undertaken, pursuant to the Constitution and Laws of the State of Minnesota, to create and issue the Bonds, to use the proceeds thereof to finance the Project, to execute this Indenture and assign and pledge to the Trustee the Trust Estate, including the Lease Payments, and to make the covenants as herein provided. All necessary action and proceedings on their part to be taken for the creation and issuance of the Bonds and the execution and delivery of this Indenture have been duly and effectively taken, and the Bonds in the hands of the Owners thereof are and will be duly issued special, limited obligations of the EDA in accordance with their terms. The Bonds are being issued pursuant to the Act and are intended to be subject to no other general provisions of law respecting the authorization, execution and delivery of bonds.

Section 6.04. Concerning the Lease. The EDA will cooperate or cause and permit the Trustee to take such action as may be necessary or advisable to enforce the covenants, terms and conditions of the Lease if such action shall be deemed to be in the best interest of the EDA or the Owners. The EDA shall do or cause to be done all things on its part to be performed under the Lease so that the obligations of the City thereunder shall not be impaired or excused.

Section 6.05. To Observe All Covenants and Terms; Limitations on EDA's Obligations. The EDA will not issue or permit to be issued any Bonds hereunder in any manner other than in accordance with the provisions of this Indenture and the agreements in that behalf herein contained, and will not suffer or permit any Default to occur under this Indenture, but will faithfully observe and perform all the conditions, covenants and requirements hereof. It is expressly agreed that the EDA has no obligation to levy taxes for, or make any advance or payment or incur any expense or liability from its general funds in performing, any of the conditions, covenants or requirements of the Bonds or this Indenture or from any funds other than revenues and income received pursuant to the Lease or moneys in the Funds and Accounts provided for herein.

Section 6.06. Liens; Further Assurances. The EDA agrees that it will not mortgage, sell or otherwise encumber its interest in the Site and the Facilities during the term of the Lease, except as such liens may constitute Permitted Encumbrances and subject to any amendments and other documents authorized pursuant to Section 12.01 hereof.

The EDA will execute or cause to be executed any and all further instruments required to perfect the lien of this Indenture on the property secured hereby, or to vest in the Trustee the right to receive and apply the revenues and income pledged to the payment or protection and security of the Bonds, and will execute, deliver, file or record any financing statement pursuant to the Uniform Commercial Code if such filing, registration or recording shall be necessary or convenient to effect, protect or confirm the pledge and lien of this Indenture. The City shall pay all fees and expenses in connection with the preparation of such documents and all filing and registration taxes and fees in connection therewith.

ARTICLE VII

Remedies on Default

Section 7.01. Events of Default. Each of the following events is hereby defined as, and is declared to be and to constitute, an "Event of Default":

(a) If payment of the principal of any of the Bonds, or any premium thereon, when the same shall become due and payable, whether at maturity or proceedings for redemption, declaration or otherwise, shall not be made; or

(b) If payment of any interest on the Bonds when the same shall become due and payable (in which case interest shall be payable to the extent permitted by law on any overdue installments of interest, in each case at the interest rate borne by the Bonds in respect of which such interest is overdue) shall not be made; or

(c) If the EDA shall default in the due and punctual performance of any of the other covenants, conditions, agreements and provisions contained in the Bonds or in this Indenture, or in any indenture supplemental hereto on the part of the EDA to be performed, and such default shall have continued for a period of 60 days after written notice, specifying such default and requiring the same to be remedied, shall have been given to the EDA and to the City by the Trustee, or if such notice is given to the Trustee, the EDA and the City by the Owners of not less than a majority in principal amount of the Bonds then Outstanding; or

(d) If any "event of default" as that term is defined in the Lease shall occur and be continuing.

Section 7.02. Acceleration of Maturity. Upon the occurrence of an Event of Default, the Trustee may, and upon written request of the Owners of a majority in aggregate principal amount of Bonds Outstanding hereunder shall, by notice in writing delivered to the EDA and the City, declare the principal of all Bonds hereby secured then Outstanding and the interest accrued thereon immediately due and payable.

Section 7.03. Enforcement of Covenants and Conditions. In any case of Default or breach of any of the covenants and conditions of this Indenture, or to protect the Trust Estate, the Trustee, anything herein contained to the contrary notwithstanding and without any request from any Owner (subject, however, to the provisions of Section 8.06 hereof), may take such action or actions for the enforcement of its rights and the rights of the Owners and the rights of the EDA under the Ground Lease or the Lease as provided therein.

Upon the happening and continuance of an Event of Default, the Trustee may, and upon the written request of the Owners of not less than a majority in aggregate principal amount of Outstanding Bonds the Trustee shall, proceed forthwith by suit or suits at law or in equity or by any other appropriate remedy to enforce payment of the Bonds, to enforce application to such

payment of the funds, revenues and income appropriated thereto by this Indenture and by the Bonds, to enforce rights of the EDA under the Ground Lease and the Lease, and to pursue any such other appropriate legal or equitable remedy as the Trustee, being advised by counsel, shall deem most effectual to protect and enforce any of its rights or any of the rights of the Owners. Notwithstanding the foregoing, the Trustee need not proceed upon any such written request of the Owners, as aforesaid, unless such Owners shall have offered to the Trustee security and indemnity satisfactory to it against the costs, expenses and liabilities to be incurred therein or thereby.

Section 7.04. Appointment of Receivers. Upon the occurrence of an Event of Default, and upon the filing of a suit or other commencement of judicial proceedings to enforce the rights of the Trustee and the Owners of Bonds under this Indenture, the Trustee shall be entitled, as a matter of right, to the appointment of a receiver or receivers of the Trust Estate and of the revenues, issues, payments and profits thereof, pending such proceedings, with such powers as the court making such appointment shall confer.

Section 7.05. Application of Moneys. All moneys received by the Trustee pursuant to any right given or action taken under the provisions of this Indenture, the Lease or the Ground Lease shall, after payment of the cost and expenses of the proceedings resulting in the collection of such moneys and of the expenses, liabilities and advances incurred or made by the Trustee (including, but not limited to, fees and expenses incurred to date by the Trustee and which are unpaid), and the creation of a reserve for anticipated costs and expenses, be deposited in the Bond Fund, and all moneys then held hereunder, including but not limited to moneys in the Bond Fund, shall be applied as follows:

(a) Unless the principal of all the Bonds shall have become or shall have been declared due and payable, all such moneys shall be applied:

FIRST: To the payment to the persons entitled thereto of all installments of interest then due on the Bonds, in the order of the maturity of the installments of such interest, and, if the amount available shall not be sufficient to pay in full any particular installment, then to the payment ratably, according to the amounts due on such installment, to the persons entitled thereto, without any discrimination or privilege; and

SECOND: To the payment to the persons entitled thereto of the unpaid principal of any of the Bonds which shall have become due (other than Bonds called for redemption for the payment of which moneys are held pursuant to the provisions of this Indenture), in the order of their due dates, and, if the amount available shall not be sufficient to pay in full the Bonds due on any particular date, then to the payment ratably, according to the amount of principal due on such date, to the persons entitled thereto without any discrimination or privilege.

(b) If the principal of all the Bonds shall have become due or shall have been declared due and payable, all such moneys shall be applied to the payment of the principal

and interest then due and unpaid upon the Bonds, without preference or priority of principal over interest or of interest over principal, or of any installment of interest over any other installment of interest, or of any Bond over any other Bond, ratably, according to the amounts due respectively for principal and interest, to the persons entitled thereto without any discrimination or privilege.

(c) If the principal of all the Bonds shall have been declared due and payable, and if such declaration shall thereafter have been rescinded and annulled under the provisions of this Article, then, subject to the provisions of paragraph (b) of this Section in the event that the principal of all the Bonds shall later become due or be declared due and payable, the moneys shall be applied in accordance with the provisions of paragraph (a) of this Section.

Whenever moneys are to be applied by the Trustee pursuant to the provisions of this Section, such moneys shall be applied by it at such times, and from time to time, as the Trustee shall determine, having due regard to the amount of such moneys available for application and the likelihood of additional moneys becoming available for such application in the future. Whenever the Trustee shall apply such funds, it shall fix the date (which shall be an Interest Payment Date unless it shall deem another date more suitable) upon which such application is to be made and upon such date interest on the amounts of principal to be paid on such dates shall cease to accrue. The Trustee shall give such notice as it may deem appropriate of the deposit with it of any such moneys and of the fixing of any such date, and shall not be required to make payment to the Owner of any unpaid Bond until such Bond shall be presented to the Trustee for appropriate endorsement or for cancellation if fully paid.

Whenever all Bonds and interest thereon have been paid under the provisions of this Section and all expenses and charges of the Trustee and the EDA have been paid (as evidenced by a written notice from the EDA), any balance remaining shall be paid to the persons entitled to receive the same; if no other person shall be entitled thereto, then the balance shall be paid to the City.

Section 7.06. Right of Trustee to Act Without Possession of Bonds. All rights of action (including the right to file proof of claim) under this Indenture, the Lease, the Ground Lease or the Bond Resolution, or under any of the Bonds, may be enforced by the Trustee without the possession of any of the Bonds or the production thereof in any trial or other proceeding relating thereto, and any such suit or proceeding instituted by the Trustee shall be brought in its name as Trustee, without the necessity of joining as plaintiffs or defendants any Owners of the Bonds hereby secured, and any recovery of judgment shall be for the equal benefit of the Owners of the Outstanding Bonds, subject to the provisions of Section 6.02 hereof with respect to extended Bonds and claims for interest.

Section 7.07. Power of Majority of Owners. Anything in this Indenture to the contrary notwithstanding, the Owners of a majority in aggregate principal amount of Bonds Outstanding hereunder shall have the right, at any time, by an instrument or instruments in writing executed and delivered to the Trustee, to direct the method and place of conducting all proceedings to be taken under this Indenture, the Lease, the Ground Lease, and the Bond Resolution; provided that

such direction shall not be otherwise than in accordance with the provisions of applicable law and that the Trustee shall be indemnified as provided in Section 8.06 and provided further that the Trustee may refuse to follow any direction that conflicts with law or this Indenture, is unduly prejudicial to the rights of other Owners, or would subject the Trustee to personal liability.

Section 7.08. Limitation on Suits by Owners. No Owner of any Bond shall have any right to institute any suit, action or proceeding at law or in equity for the enforcement of this Indenture, or for the execution of any trust hereof or for any other remedy hereunder, unless a Default has occurred of which a Responsible Officer of the Trustee has been notified or of which it is deemed to have notice; nor unless also such Default shall have become an Event of Default and the Owners of a majority in aggregate principal amount of Bonds Outstanding hereunder shall have made written request to the Trustee and shall have offered it reasonable opportunity either to proceed to exercise the powers granted herein or to institute such action, suit or proceeding in its own name; nor unless also they shall have offered to the Trustee indemnity as provided in Section 8.06; and such notification, request and offer of indemnity are hereby declared in every such case at the option of the Trustee to be conditions precedent to the execution of the powers and trusts of this Indenture, and to any action or cause of action for enforcement or for any other remedy hereunder; it being understood and intended that no one or more Owners of the Bonds shall have any right in any manner whatsoever to affect, disturb, or prejudice the lien of this Indenture by their action or to enforce any right hereunder except in the manner herein provided or to prejudice the rights of another Owner or obtain a preference or priority over another Owner, and that all proceedings at law or in equity shall be instituted, had and maintained in the manner herein provided and for the equal benefit of the Owners of all Bonds Outstanding hereunder. Nothing in this Indenture shall, however, affect or impair the right of any Owner, which is absolute and unconditional, to enforce and bring suit for the payment of the principal of and interest on any Bond at and after the maturity thereof or the obligations of the EDA to pay from the sources provided herein the principal of and interest on each of the Bonds issued hereunder to the respective Owners thereof at the time and place in said Bonds expressed, in accordance with the terms of the Bonds.

Section 7.09. Waiver by Owners. The Trustee, upon the written request of the Owners of not less than a majority in aggregate principal amount of the Bonds at the time Outstanding hereunder, shall waive any Event of Default hereunder and its consequences, except an Event of Default in the payment of the principal of the Bonds at the date of maturity specified therein; provided, however, that an Event of Default in the payment of interest on the Bonds shall not be waived unless, prior to such waiver, all arrears of interest, and all expenses of the Trustee shall have been paid or shall have been provided for by deposit with the Trustee of a sum sufficient to pay the same. In case of any such waiver, the EDA, the Trustee and the Owners of the Bonds shall be restored to their former positions and rights hereunder respectively. No such waiver shall extend to any subsequent or other Default or any Event of Default or impair any right consequent thereon.

Section 7.10. Remedies Cumulative, Delay Not To Constitute Waiver. No remedy by the terms of this Indenture, the Lease, the Ground Lease or the Bond Resolution conferred upon or reserved to the Trustee (or to the Owners) is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or by statute.

No delay or omission to exercise any right or power accruing upon any Default or Event of Default shall impair any such right or power or shall be construed to be a waiver of any such Default or Event of Default or acquiescence therein, and every such right and power may be exercised from time to time and as often as may be deemed expedient.

No waiver of any Default or Event of Default hereunder, whether by the Trustee or by the Owners, shall extend to or shall affect any subsequent Default or Event of Default or shall impair any rights or remedies consequent thereon.

Section 7.11. Restoration of Rights Upon Discontinuance of Proceedings. In case the Trustee or Owners shall have proceeded to enforce any right under this Indenture and such proceedings shall have been discontinued or abandoned for any reason, or shall have been determined adversely to the Trustee or Owners, then and in every such case the EDA, the City, the Trustee and the Owners shall be restored to their former positions and rights hereunder with respect to the Trust Estate, and all rights, remedies and powers of the Trustee or Owners shall continue as if no such proceedings had been taken.

ARTICLE VIII

Concerning the Trustee

Section 8.01. Acceptance of Trust and Prudent Performance Thereof. The Trustee, prior to the occurrence of an Event of Default and after the curing of all such Events of Default as may have occurred, undertakes to perform such duties and only such duties as are specifically set forth in this Indenture and no implied covenants or obligations should be read into this Indenture against the Trustee. During the existence of any Event of Default which has not been cured, the Trustee shall exercise such rights and powers, and use the same degree of care and skill in their exercise, as a prudent person would exercise or use under the circumstances in the conduct of his or her own affairs.

The Trustee shall not be required to take notice or be deemed to have notice of any Default or Event of Default hereunder, except Default in the deposits or payments specified, unless the Responsible Officer has actual knowledge of such Default or Event of Default or shall be specifically notified in writing of such Default or Event of Default by the City, by the EDA or by the Owners of at least a majority in aggregate principal amount of Bonds Outstanding hereunder, and in order to be effective, all notices or other instruments required by this Indenture to be delivered to the Responsible Officer must be delivered at the office of the Trustee, and in the absence of such notice so delivered, the Trustee may conclusively assume that there is no Default or Event of Default except as aforesaid.

No provision of this Indenture shall be construed to relieve the Trustee from liability for its own grossly negligent action, its own grossly negligent failure to act, or its own willful misconduct, except that:

(a) prior to an Event of Default hereunder, and after the curing of all such Events of Default which may have occurred:

(1) the duties and obligations of the Trustee shall be determined solely by the express provisions of this Indenture, and the Trustee shall not be liable except for the performance of such duties and obligations as are specifically set forth in this Indenture, and no implied covenants or obligations shall be read into this Indenture against the Trustee; and

(2) in the absence of bad faith on the part of the Trustee, the Trustee may conclusively rely, as to the truth of the statements and to the correctness of the opinions expressed therein, upon any certificate or opinion furnished to the Trustee conforming to the requirements of this Indenture; and

(b) at all times, regardless of whether or not any Event of Default shall exist:

(1) the Trustee shall not be liable for any error of judgment made in good faith by a Responsible Officer or Officers of the Trustee unless it shall be proved that the Trustee was negligent in ascertaining the pertinent facts;

(2) the Trustee shall not be liable with respect to any action taken or omitted to be taken by it in good faith in accordance with the direction of the Owners of not less than a majority in aggregate principal amount of all the Bonds at the time Outstanding relating to the time, method and place of conducting any proceeding for any remedy available to the Trustee, or exercising any trust or power conferred upon the Trustee under this Indenture;

(3) the Trustee may execute any of the trusts or powers hereof and perform any of its duties by or through attorneys, agents, receivers or employees, and shall not be answerable for the conduct of the same appointed by the Trustee in the exercise of due care, and shall be entitled to advice of counsel concerning its duties hereunder, and may in all cases pay such reasonable compensation to all such attorneys, agents, receivers and employees as may reasonably be employed in connection with trusts hereof;

(4) any action taken, or omitted to be taken, by the Trustee in good faith pursuant to this Indenture upon the request or authority or consent of any person who, at the time of making such request or giving such authority or consent, is the Owner of any Bond shall be conclusive and binding upon all future Owners of Bonds and upon Bonds executed and delivered in exchange therefor or in place thereof;

(5) the Trustee shall be under no responsibility to approve or evaluate any expert or other skilled person selected by the EDA or the City for any of the purposes expressed in this Indenture, the Lease or the Ground Lease; and

(6) the Trustee shall have the right to accept and act upon instructions, including funds transfer instructions ("Instructions") given pursuant to this Indenture and delivered using Electronic Means ("Electronic Means" shall mean the following communications methods: e-mail as a portable document format ("pdf") or other replicating image attached to an e-mail, secure electronic transmission containing applicable authorization codes, passwords and/or authentication keys issued by the Trustee, or another method or system specified by the Trustee as available for use in connection with its services hereunder); provided, however, that the EDA and the City, as applicable, shall provide to the Trustee an incumbency certificate listing officers with the authority to provide such Instructions ("Authorized Officers") and containing specimen signatures of such Authorized Officers, which incumbency certificate shall be amended by the EDA and the City, as applicable, whenever a person is to be added or deleted from the listing. If the EDA and the City, as applicable, elects to give the Trustee Instructions using Electronic Means and the Trustee in its discretion elects to act upon such Instructions, the Trustee's understanding of such Instructions shall be

deemed controlling. The EDA and the City understand and agree that the Trustee cannot determine the identity of the actual sender of such Instructions and that the Trustee shall conclusively presume that directions that purport to have been sent by an Authorized Officer listed on the incumbency certificate provided to the Trustee have been sent by such Authorized Officer. The EDA and the City shall be responsible for ensuring that only Authorized Officers transmit such Instructions to the Trustee and that the EDA, the City and all Authorized Officers are solely responsible to safeguard the use and confidentiality of applicable user and authorization codes, passwords and authentication keys upon receipt by the EDA and the City. The Trustee shall not be liable for any losses, costs or expenses arising directly or indirectly from the Trustee's reliance upon and compliance with such Instructions notwithstanding such directions conflict or are inconsistent with a subsequent written instruction. The EDA and the City agree, subject to the limitations contained herein: (i) to assume all risks arising out of the use of Electronic Means to submit Instructions to the Trustee, including without limitation the risk of the Trustee acting on unauthorized Instructions, and the risk of interception and misuse by third parties; (ii) that it is fully informed of the protections and risks associated with the various methods of transmitting Instructions to the Trustee and that there may be more secure methods of transmitting Instructions than the method(s) selected by the EDA and the City, as applicable; (iii) that the security procedures (if any) to be followed in connection with its transmission of Instructions provide to it a commercially reasonable degree of protection in light of its particular needs and circumstances; and (iv) to notify the Trustee immediately upon learning of any compromise or unauthorized use of the security procedures.

None of the provisions contained in this Indenture shall require the Trustee to expend or risk its own funds or otherwise incur individual financial liability in the performance of any of its duties or in the exercise of any of its rights or powers.

Delivery to the Trustee of any financial information, consultant's reports or other information pursuant to the terms of the Indenture is for informational purposes only. The Trustee shall have no duty to review or analyze any such financial statements, consultant's reports or other information and shall not be deemed to have notice of any information contained therein or determinable from information contained therein. The Trustee may provide copies thereof to the Owners that request such information.

Section 8.02. Trustee May Rely Upon Certain Documents and Opinions. Anything herein to the contrary notwithstanding,

(a) the Trustee may rely and shall be protected in acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, consent, order, bond, or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties or to have been prepared and furnished pursuant to any of the provisions of this Indenture; and the Trustee shall be under no duty to make any investigation as to any statement or opinion contained in any such instance, but may accept

the same as conclusive evidence of the trust and accuracy of such statement or the correctness of such opinions;

(b) any request, direction, election, order, certification or demand of either of the EDA or the City shall be sufficiently evidenced by an instrument signed by an Authorized Officer of the EDA or the City, as the case may be (unless otherwise in this Indenture specifically prescribed), and any resolution of the EDA or the City may be evidenced to the Trustee by a Certified Resolution;

(c) the Trustee may consult with counsel (who may be counsel for the EDA or the City) and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it hereunder in good faith and in accordance with the opinion of such counsel; and

(d) whenever, in the administration of the trusts of this Indenture, the Trustee shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action hereunder, such matter (unless other evidence in respect thereof be herein specifically prescribed) may, in the absence of gross negligence or bad faith on the part of the Trustee, be deemed to be conclusively proved and established by a Certificate of the EDA or the City, and such Certificate shall, in the absence of gross negligence or bad faith on the part of the Trustee, be full warrant to the Trustee for any action taken or suffered by it under the provisions of this Indenture upon the faith thereof.

Section 8.03. Trustee Not Responsible for Indenture Statements, Validity. The Trustee shall not be responsible for any recital or statement herein, or in the Bonds (except in respect of the Certificate of the Trustee endorsed on the Bonds), or for the validity of the execution by the EDA of this Indenture or the validity or execution of the Ground Lease, the Lease or the Bond Resolution or of any supplemental instrument, or for the sufficiency of the security of the Bonds issued hereunder or intended to be secured hereby, or for the value or title of any of the Trust Estate, or otherwise as to the maintenance of the security hereof, or for the application of the Bond proceeds, for the use or application of any property or moneys released or paid out in accordance with the provisions of this Indenture, the Ground Lease or the Lease; and the Trustee shall not be bound to ascertain or inquire as to the performance or observance of any covenant, condition or agreement on the part of the EDA or the City except as herein set forth, but the Trustee may require of the EDA and the City full information and advice as to the performance of the covenants, conditions and agreements aforesaid and of the condition of the physical property included in the Trust Estate. The Trustee shall not be accountable for the use of any Bonds authenticated or delivered hereunder. Under no circumstances shall the Trustee be liable in its individual capacity for the obligations evidenced by the Bonds.

Section 8.04. Limits on Duties and Liabilities of Trustee. The permissive right of the Trustee to do things enumerated in this Indenture shall not be construed as a duty of the Trustee and the Trustee shall be answerable only for its own negligence or willful misconduct. The Trustee shall not be required to give any bond or surety in respect of the execution of the said trusts and powers or otherwise in respect of the premises.

Section 8.05. Money Held in Trust. Money held by the Trustee hereunder is held in trust but need not be segregated from other funds except to the extent required by law. The Trustee shall be under no liability for interest on any money received by it. The Trustee may create one or more accounts or subaccounts within any fund authorized by this Indenture for the purpose of accounting for funds deposited into or held in each fund or for carrying out any of the requirements of this Indenture. The Trustee may transfer funds between accounts and subaccounts within any fund.

Section 8.06. Obligation of Trustee. The Trustee shall be under no obligation to institute any suit, or to take any proceeding under this Indenture, or to enter any appearance or in any way defend in any suit in which it may be defendant, or to take any steps in the execution of the trusts hereby created or in the enforcement of any rights and powers hereunder, until it shall have received indemnity satisfactory to the Trustee for repayment of all costs and expenses, outlays and counsel fees and other reasonable disbursements in connection therewith and against all risk and liability; the Trustee may, nevertheless, begin suit, or appear in and defend suit, or do anything else in its judgment proper to be done by it, without assurance of reimbursement or indemnity, and in such case the Trustee shall be reimbursed for all costs and expenses, outlays and counsel fees and other reasonable disbursements properly incurred in connection therewith. If the City shall fail to make such reimbursement, the Trustee may reimburse itself from any moneys in its possession under the provisions of this Indenture and shall be entitled to a preference therefor over any of the Bonds Outstanding hereunder.

Section 8.07. Notice to Owners, Etc. The Trustee shall give to the Owners of the Bonds whose names and addresses are known to it written notice of all Events of Default known to the Trustee by virtue of actual knowledge of a Responsible Officer, within 60 days after the occurrence of the Event of Default, unless the Event of Default has been cured before the giving of such notice; provided that, except in the case of Events of Default in the payment of principal of or interest on any of the Bonds, the Trustee shall be protected in withholding such notice if and so long as its board of directors, an executive committee or trust committee or chief executive officer of the Trustee in good faith determines that the withholding of such notice is in the interest of the Owners; and further provided that no such notice shall be given unless and until any Default becomes an Event of Default.

Provided the Trustee has received written notice from the EDA or the City as to the applicable rating agency, if any, then maintaining a rating on the Outstanding Bonds, the Trustee shall notify such rating agency; (i) upon any deficiency in any fund or account held by the Trustee; (ii) upon receipt of a direction from the City to purchase or redeem all or any portion of the Bonds; (iii) upon the resignation or petition for removal of the Trustee or the appointment of a successor Trustee; and (iv) upon any Event of Default or upon any event of which the Responsible Officer has actual knowledge, that with notice and/or with the lapse of time, could become an Event of Default under this Indenture. The Trustee shall not, however, be subject to any liability to any Owner or any party to the transaction by reason of its failure to mail any such notice, and any such failure shall not affect the validity of actions which are the subject of such notice.

Section 8.08. Intervention in Judicial Proceedings. In any judicial proceeding to which the EDA or the City is a party and which, in the opinion of the Trustee, has a substantial bearing

on the interests of the Owners of Bonds issued hereunder, the Trustee may intervene on behalf of Owners and shall, subject to Section 8.06 hereof, do so if requested in writing by the Owners of at least a majority in aggregate principal amount of Bonds Outstanding hereunder. The rights and obligations of the Trustee under this Section are subject to the approval of the court having jurisdiction in the premises.

Section 8.09. Further Investigation by Trustee. The resolutions, opinions, Certificates and other instruments provided for in this Indenture may be accepted by the Trustee as conclusive evidence of the facts and conclusions stated therein and shall be in full warrant, protection and authority to the Trustee for its actions hereunder; but the Trustee may, in its unrestricted discretion, cause to be made such independent investigation as it may see fit, and in that event may decline to release any property, or pay over cash, or take other action unless satisfied by such investigation of the truth and accuracy of the matters so investigated. The expense of such investigation shall be paid by the City.

Section 8.10. Trustee to Retain Records. The Trustee shall retain all financial statements furnished by the City in accordance with this Indenture or the Lease so long as any of the Bonds shall be Outstanding.

Section 8.11. Compensation and Indemnification of Trustee. All advances, counsel fees and other expenses reasonably made or incurred by the Trustee in and about the execution of the trust hereby created and reasonable compensation to the Trustee for its services in the premises shall be paid by the City. The compensation of the Trustee shall not be limited to or by any provision of law in regard to the compensation of trustees of an express trust. If not paid by the City, the Trustee shall have a first lien, with right of payment prior to payment on account of interest on or principal of any Bond issued hereunder, for reasonable compensation, expenses, advances and counsel fees incurred in and about the execution of the trusts hereby created and the exercise and performance of the powers and duties of the Trustee hereunder and for the cost and expense incurred in defending against any liability in the premises of any character whatsoever (unless such liability is adjudicated to have resulted from the negligence or willful misconduct of the Trustee). To the extent permitted by law, the City shall indemnify, defend, protect and hold the Trustee harmless from and against any and all losses, liability, damages, costs or expenses that the Trustee may suffer or incur arising out of or in connection with the acceptance or administration of this Indenture or the trusts hereunder or the performance of its duties hereunder or under the Lease or the Ground Lease (unless such liability is adjudicated to have resulted from the gross negligence or willful misconduct of the Trustee). Nothing in this section will be construed to limit or affect any limitations on liability of the City or EDA under State or federal law, including without limitation Minnesota Statutes, Sections 466.04 and 604.02. The payment and indemnification obligations of the City hereunder shall survive the termination of this Indenture, the Lease and the Ground Lease, the payment in full of the Bonds, and the resignation or removal of the Trustee.

Section 8.12. Trustee May Hold Bonds. The Trustee and its officers and directors may acquire and own, or become the pledgee of, Bonds and otherwise deal with the EDA or the City in the same manner and to the same extent and with like effect as though it were not Trustee hereunder.

Section 8.13. Appointment of Trustee. There shall at all times be a trustee hereunder which shall be an association or a corporation organized and doing business under the laws of the United States or any State thereof, authorized under such laws to exercise corporate trust powers, having a combined capital, surplus and undivided profits of at least Ten Million Dollars ($10,000,000), and subject to supervision or examination by Federal or State authority. If such association or corporation publishes reports of condition at least annually, pursuant to law or to the requirements of any supervising or examining authority above referred to, then for the purposes of this Section the combined capital, surplus and undivided profits of such corporation shall be deemed to be its combined capital as set forth in its most recent report of condition so published. In case at any time the Trustee shall cease to be eligible in accordance with the provisions of this Section, and another association or corporation is eligible, the Trustee shall resign immediately in the manner and with the effect specified in Section 8.15 hereof.

Section 8.14. Merger of Trustee. Any corporation or national banking association into which the Trustee or substantially all of its municipal corporate trust business may be converted or merged, or with which it may be consolidated, or to which it may sell or transfer its trust business and assets as a whole or substantially as a whole, or any corporation or national banking association resulting from any such conversion, sale, merger, consolidation or transfer to which it is a party, ipso facto, shall be and become successor trustee hereunder and vested with all of the title to the Trust Estate and all the trusts, powers, discretions, immunities, privileges and all other matters as was its predecessor, without the execution or filing of any instrument or any further act, deed or conveyance on the part of any of the parties hereto, anything herein to the contrary notwithstanding.

Section 8.15. Resignation or Removal of Trustee. The Trustee may resign and be discharged from the trusts created by this Indenture by giving to the City and the EDA 30 days' notice in writing, and to the Owners notice by first class mail at their addresses as set forth on the registration books, of such resignation, specifying a date when such resignation shall take effect. Such resignation shall take effect no earlier than the date on which a successor trustee shall have been appointed as hereinafter provided.

Any Trustee hereunder may be removed at any time upon 30 days' notice by an instrument or instruments in writing, appointing a successor to the Trustee so removed, filed with the Trustee and executed by either (i) the EDA and the City, or (ii) the Owners of a majority in principal amount of the Bonds hereby secured and then Outstanding.

No resignation or removal of the Trustee or any successor shall be effective until a successor Trustee shall have been appointed and such party shall have accepted the duties of Trustee hereunder.

Section 8.16. Appointment of Successor Trustee. In case at any time the Trustee shall resign or shall be removed or otherwise shall become incapable of acting, or shall be adjudged a bankrupt or insolvent, or if a receiver of the Trustee or of its property shall be appointed, or if a public supervisory office shall take charge or control of the Trustee or of its property or affairs, a vacancy shall forthwith and ipso facto be created in the office of such Trustee hereunder, and a

successor may be appointed by either (i) the EDA and the City or (ii) the Owners of a majority in principal amount of the Bonds hereby secured and then Outstanding, by an instrument or instruments in writing filed with the Trustee and executed by the EDA and the City or by such Owners, as applicable, notification thereof being given to the City, but in the event the Trustee has been removed by action of the Owners, until a new Trustee shall be appointed by the Owners as herein authorized, the EDA or the City may, subject to the provisions hereof, appoint a Trustee to fill such vacancy. After any appointment by the EDA or the City, the Trustee so appointed shall cause notice of its appointment to be mailed within 30 days after such appointment to the registered Owners of the Bonds, but any new Trustee appointed by the EDA or the City shall immediately and without further act be superseded by a Trustee appointed in the manner above provided by the Owners of a majority in principal amount of the Bonds whenever such appointment by the Owners shall be made.

If, in a proper case, no appointment of a successor Trustee shall be made by either the EDA, the City, or the Owners of a majority in principal amount of the Bonds secured and then Outstanding under the Indenture pursuant to the foregoing provisions of this Section within 30 days after a vacancy shall have occurred in the office of Trustee, the Owner of any Bond hereby secured or any retiring Trustee may apply to any court of competent jurisdiction to appoint a successor Trustee. Said court may thereupon, after such notice, if any, as such court may deem proper and prescribe, appoint a successor Trustee.

Section 8.17. Transfer of Rights and Property to Successor Trustee. Every successor Trustee appointed hereunder shall execute, acknowledge and deliver to its predecessor and also to the EDA and the City an instrument in writing accepting such appointment hereunder, and thereupon such successor, without any further act, deed or conveyance, shall become fully vested with all the estates, properties, rights, powers, trusts, duties and obligations of its predecessor; but such predecessor shall, nevertheless, on the written request of the EDA or of its successor Trustee execute and deliver an instrument transferring to such successor all the estate, properties, rights, powers and trusts of such predecessor hereunder, and every predecessor Trustee shall deliver all securities and moneys held by it as Trustee hereunder to its successor. Should any assignment, conveyance or instrument in writing from the EDA be required by any successor Trustee for more fully and certainly vesting in such successor Trustee the estates, rights, powers and duties hereby vested or intended to be vested in the predecessor Trustee, any and all such assignments, conveyances and instruments in writing shall, on request, be executed, acknowledged and delivered by the EDA. The resignation of any Trustee and the instrument or instruments removing any Trustee and appointing a successor hereunder, together with all assignments, conveyances and other instruments provided for in this Article shall, at the expense of the City, be forthwith filed and/or recorded by the successor Trustee in each recording office where this Indenture shall have been filed and/or recorded.

Section 8.18. Appointment of Successor or Alternate Paying Agents. In the event the initial Trustee shall also have been appointed paying agent for any Bonds, a successor Trustee shall become successor paying agent with respect to such Bonds unless otherwise provided in the instrument appointing such successor Trustee. If any paying agent other than the initial Trustee shall resign or become incapable of acting, or shall be removed under a supplemental indenture entered into pursuant to the terms hereof, the Trustee may appoint a successor paying agent which

is a bank or trust company qualified to act as paying agent under the Act and which is willing to accept the office on reasonable and customary terms approved by an Authorized Officer of the City. The Trustee may appoint successor paying agents. "Paying agent" as used in this Section refers to the bank or trust company named in the form of Bond provided for the Bonds in the recitals hereof, where principal of and interest on Bonds may be paid.

ARTICLE IX

Concerning the Owners

Section 9.01. Execution of Instruments by Owners. Any request, direction, consent or other instrument in writing required by this Indenture to be signed or executed by Owners may be in any number of concurrent instruments of similar tenor and may be signed or executed by such Owners in person or by agent duly appointed by an instrument in writing. Proof of the execution of any such instrument and of the ownership of Bonds shall be sufficient for any purpose of this Indenture and shall be conclusive in favor of the Trustee with regard to any action taken by it under such instrument if made in the following manner:

(a) The fact and date of the execution by any person of any such instrument may be proved by the certificate of any officer in any jurisdiction who, by the laws thereof, has power to take acknowledgments of deeds to be recorded within such jurisdiction, to the effect that the person signing such instrument acknowledged the execution thereof, or by an affidavit of a witness to such execution.

(b) The ownership of Bonds shall be proved by the registration records kept under the provisions of this Indenture.

Nothing contained in this Article shall be construed as limiting the Trustee to the proof above specified, it being intended that the Trustee may accept any other evidence of the matters herein stated which to it may seem sufficient.

Section 9.02. Waiver of Notice. Any notice or other communication required by this Indenture to be given by delivery, publication or otherwise to the Owners or any one or more thereof may be waived, at any time before such notice or communication is so required to be given, by a writing mailed or delivered to the Trustee by the Owner or Owners of all of the Bonds entitled to such notice or communication.

Section 9.03. Determination of Owner Concurrence. In determining whether the Owners of the requisite aggregate principal amount of Bonds have concurred in any demand, request, direction, consent or waiver under this Indenture, Bonds which are owned by the EDA or the City shall be disregarded and deemed not to be Outstanding for the purpose of any such determination, provided that for the purpose of determining whether the Trustee shall be protected in relying on any such demand, request, direction, consent or waiver only Bonds which the Trustee knows to be so owned shall be disregarded. Bonds so owned which have been pledged in good faith may be regarded as Outstanding for the purposes of this Section if the pledgee certifies to the Trustee the pledgee's right to vote such Bonds and that the pledgee is not a person directly or indirectly controlling or controlled by or under common control with the EDA or the City. The Trustee may conclusively rely and be protected in relying upon the certifications provided by such pledgee.

Section 9.04. Owners' Meeting. A meeting of the Owners may be called at any time and from time to time for any of the following purposes:

(1) to give any notice to the EDA or to the Trustee, or to give any direction to the Trustee, or to make any request of the Trustee, or to consent to the waiving of any default hereunder and its consequences, or to take any other action authorized to be taken by Owners pursuant to any of the provisions of Article VII hereof;

(2) to remove the Trustee or appoint a successor Trustee pursuant to the provisions of Article VIII hereof;

(3) subject to Article XI hereof, to consent to the execution of an indenture or indentures supplemental hereto;

(4) subject to Article XII hereof, to consent to any amendment of the Lease or the Ground Lease or to any instrument supplemental thereto; or

(5) to take any other action authorized to be taken by or on behalf of the Owners of any percentage of the Outstanding Bonds under any other provisions of this Indenture or under applicable law.

Any Owners' meeting may be called and held as follows:

(a) A meeting of Owners may be held at such place within the City or in the city where the Trustee has its designated office as the Trustee or, in case of its failure to act, the EDA or Owners calling the meeting shall prescribe.

(b) Notice of every meeting of Owners, setting forth the time and place of such meeting and in general terms the action proposed to be taken at such meeting, shall be mailed, postage prepaid, to each Owner of Bonds and to the City. Any failure of the Trustee to mail such notice, or any defect therein shall not, however, in any way impair or affect the validity of any such meeting.

(c) In case at any time the EDA or the City, pursuant to a Certified Resolution, or the Owners of at least 10% in aggregate principal amount of the Bonds then Outstanding, shall have requested the Trustee to call a meeting of the Owners, by written request setting forth in reasonable detail the action proposed to be taken at the meeting, and the Trustee shall not have given notice of such meeting within 20 days after receipt of such request, then the EDA or the Owners of Bonds in the amount above specified may call such meeting to take any action authorized in this Section by giving notice thereof as provided in paragraph (b) of this Section.

(d) Only an Owner of one or more Bonds or a person appointed as proxy by an instrument in writing of such Owner shall be entitled to vote at or to participate with their counsel and the representatives of the Trustee, the City or the EDA in such meeting. Each

Owner shall be entitled to one vote for each $5,000 in principal amount of Outstanding Bonds held.

(e) The Trustee or, in case of its failure to act, the EDA, the City or Owners calling or requesting the meeting, may make such reasonable regulations as it may deem advisable for any meeting of Owners in regard to proof of the holding of Bonds and of the appointment of proxies and in regard to the appointment and duties of inspectors of votes, the submission and examination of proxies, certificates and other evidence of the right to vote, and such other matters concerning the conduct of the meeting as it shall deem appropriate.

(f) At any meeting of Owners, the presence of persons holding or representing Bonds in an aggregate principal amount sufficient under the appropriate provision of this Indenture to take action upon the business for the transaction of which such meeting was called shall constitute a quorum. Any meeting of Owners duly called pursuant to this Section may be adjourned from time to time by vote of the Owners (or proxies for the Owners) of a majority of the Bonds represented at the meeting and entitled to vote, whether or not a quorum shall be present; and the meeting may be held as so adjourned without further notice.

(g) The vote upon any resolution submitted to any meeting of Owners shall be by written ballots on which shall be subscribed the signatures of the Owners of Bonds or of their representatives by proxy and the serial number or numbers of the Bonds held or represented by them. The chair of the meeting shall appoint 2 inspectors of votes who shall count all votes cast at the meeting for or against any resolution and who shall make and file with the secretary of the meeting their verified written reports in duplicate of all votes cast at the meeting. A record, at least in duplicate, of the proceedings of each meeting of Owners shall be prepared by the secretary of the meeting, and there shall be attached to said record the original reports of the inspectors of votes on any vote by ballot taken thereat and affidavits by 1 or more persons having knowledge of the facts setting forth a copy of the notice of the meeting and showing that said notice was mailed as provided in paragraph (b) hereof. Each copy shall be signed and verified by the affidavits of the chair and secretary of the meeting and one such copy shall be delivered to the City and the EDA and another to the Trustee to be preserved by the Trustee, the latter to have attached thereto the ballots voted at the meeting. Any record so signed and verified shall be conclusive evidence of the matters therein stated.

Section 9.05. Revocation by Owners. At any time prior to (but not after) the evidencing to the Trustee of the taking of any action by the Owners of the percentage in aggregate principal amount of the Bonds specified in this Indenture in connection with such action, any Owner of any such Bond may, by filing written notice with the Trustee at its designated office revoke any consent given by such Owner or the predecessor Owner of such Bond. Except as aforesaid, any such consent given by the Owner of any Bond shall be conclusive and binding upon such Owner and upon all future Owners of such Bond and of any Bond issued in exchange therefor or in lieu thereof, irrespective of whether any notation in regard thereto is made upon such Bond. Any action taken by the Owners of the percentage in aggregate principal amount of the specified in this

Indenture in connection with such action shall be conclusively binding upon the EDA, the City, the Trustee and the Owners of all the Bonds.

ARTICLE X

Payment, Defeasance and Release

Section 10.01. Payment and Discharge of Indenture. If the City or the EDA, their successors or assigns, shall:

(a) pay or cause to be paid the principal of and premium, if any, and interest on the Bonds at the time and in the manner stipulated therein and herein, or

(b) provide for the payment of principal and premium, if any, of the Bonds and interest thereon by depositing with the Trustee at or at any time before maturity amounts sufficient either in cash or in securities meeting the requirements of Minnesota Statutes, Section 475.67, subd. 8, the principal and interest on which when due and payable (or redeemable at the option of the holder thereof but not at the option of the issuer thereof) and without consideration of any reinvestment thereof shall be sufficient, to pay the entire amount due or to become due thereon for principal and premium, if any, and interest to maturity of all said Bonds Outstanding, or

(c) deliver to the Trustee (1) proof satisfactory to the Trustee that notice of redemption of all of the Outstanding callable Bonds not surrendered or to be surrendered to it for cancellation has been given or waived as provided in Article III hereof, or that arrangements satisfactory to the Trustee have been made insuring that such notice will be given or waived, or (2) a written instrument executed by the EDA and expressed to be irrevocable, authorizing the Trustee to give such notice for and on behalf of the EDA, or (3) a waiver of such notice of redemption signed by the Owners of all Outstanding callable Bonds, and in any such case, deposit with the Trustee before the date on which such Bonds are to be redeemed, as provided in said Article III, the entire amount of the redemption price, including accrued interest and premium, if any, either in cash or in securities meeting the requirements of Minnesota Statutes, Section 475.67, subd. 8 (which do not permit the prior redemption thereof at the option of the issuer) in such aggregate face amount, bearing interest at such rates and maturing at such dates as shall be sufficient to provide for the payment of such redemption price on the date such Bonds are to be redeemed and on such prior dates when principal of and interest on the Outstanding Bonds is due and payable, and surrender to the Trustee for cancellation all Bonds for which payment is not so provided, and shall also pay all other sums due and payable hereunder by the EDA or the City,

then and in that case, all the Trust Estate shall revert to the EDA and the City as their interests may appear, and the entire estate, right, title and interest of the Trustee and of the registered Owners of the Bonds in respect thereof shall thereupon cease, determine and become void (provided that if Bonds are to be defeased under either paragraph (b) or (c) above, (i) a report by an independent certified public accountant selected by the City is provided to the Trustee that the money and securities held, together with investment earnings (but without considering any reinvestment of such earnings), will be sufficient to pay, as the same become due upon maturity or earlier

redemption, all principal of, premium, if any, and interest on the Bonds which have not then previously been paid, and (ii) an Opinion of Counsel by nationally recognized bond counsel, selected by the City, shall be rendered to the Trustee to the effect that the tax-exempt status of interest on the Bonds shall not be impaired thereby and that the Bonds have been defeased in accordance with this Indenture); and the Trustee in such case, upon the cancellation of all Bonds for the payment of which cash or securities shall not have been deposited in accordance with the provisions of this Indenture, shall, upon receipt of a written request of the EDA and of a Certificate of the EDA and an Opinion of Counsel as to compliance with conditions precedent, and at the City's cost and expense, execute to the EDA, or its order, proper instruments acknowledging satisfaction of this Indenture and surrender to the EDA and the City, as their interests appear, all cash and deposited securities, if any (other than cash or securities for the payment of the Bonds and interest thereon), which shall then be held hereunder as a part of the Trust Estate.

Nothing contained in this Section 10.01 shall be construed to prohibit the defeasance of one or more, but not all, series of Bonds by any of the methods set forth in clause (a), (b) or (c) above, as the same would apply to the particular series of Bonds being discharged.

Section 10.02. Bonds Deemed Not Outstanding After Deposits. When there shall have been deposited at any time with the Trustee in trust for the purpose, cash or direct obligations of or obligations fully guaranteed by the United States of America the principal and interest on which shall be sufficient to pay the principal of any Bonds (and premium, if any) when the same become due, either at maturity or otherwise, or at the date fixed for the redemption thereof, and to pay all interest with respect thereto at the due dates for such interest to maturity or to the date fixed for redemption, for the use and benefit of the Owners thereof, then upon such deposit all such Bonds shall cease to be entitled to any lien, benefit or security of this Indenture except the right to receive the funds so deposited, and such Bonds shall be deemed not to be Outstanding hereunder; and it shall be the duty of the Trustee to hold the cash and securities so deposited for the benefit of the Owners of such Bonds, and from and after such date, redemption date or maturity, interest on such Bonds called for redemption shall cease to accrue.

Section 10.03. Unclaimed Money To Be Returned. Any moneys deposited with the Trustee pursuant to the terms of this Indenture, for the payment or redemption of Bonds and remaining unclaimed by the Owners of such Bonds on the date fixed for redemption of the same, as the case may be, for a period of 3 years after the due date, shall, upon the written request of the City, and if the EDA or any successor to the obligations of the EDA under this Indenture and the Bonds shall not at the time, to the knowledge of the Trustee, be in default with respect to any of the terms and conditions contained in this Indenture or in such Bonds, be paid to the City, and such Owners of the Bonds shall thereafter look only to the City for payment and then only to the extent of the amounts so received without interest thereon. If the City does not request that the money be returned to the City, the Trustee shall pay the money over to the State of Minnesota in accordance with applicable law.

ARTICLE XI

Supplemental Indentures

Section 11.01. Purposes for Which Supplemental Indentures May Be Executed. The EDA, upon resolution, and the Trustee from time to time and at any time, subject to the conditions and restrictions contained in this Indenture, may enter into such indentures supplemental hereto as may or shall by them be deemed necessary or desirable, without the consent of any Owner, for any 1 or more of the following purposes:

(a) To correct the description of any property hereby pledged or intended so to be, including without limitation corrections to the description of property resulting from changes as provided in, and subject to the conditions and requirements of, Sections 6.5 and 6.6 of the Lease, or to assign, convey, pledge or transfer and set over to the Trustee, subject to such liens or other encumbrances as shall be therein specifically described, additional property or properties of the EDA or the City for the equal and proportional benefit and security of the Owners of all Bonds at any time issued and Outstanding under this Indenture, subject, however, to the provisions hereinabove set forth with respect to extended Bonds;

(b) To add to the covenants and agreements of the EDA in this Indenture other covenants and agreements thereafter to be observed, or to surrender any right or power reserved to or conferred upon the EDA or to or upon any successor;

(c) To evidence the succession or successive successions of any other department, agency, body or corporation to the EDA and the assumption by such successor of the covenants, agreements and obligations of the predecessor EDA in the Bonds hereby secured and in this Indenture and in any and every supplemental indenture contained or the succession, removal or appointment of any trustee or paying agent hereunder;

(d) To cure any ambiguity or to correct or supplement any provision contained herein or in any supplemental indentures which may be defective or inconsistent with any other provision contained herein or in any supplemental indenture, or to make such other provisions in regard to matters or questions arising under this Indenture or any supplemental indenture as the EDA may deem necessary or desirable and which shall not be inconsistent with the provisions of this Indenture or any supplemental indenture and which shall not impair the security of the same; and

(e) To modify, eliminate and/or add to the provisions of this Indenture to such extent as shall be necessary to effect the qualification of this Indenture under the Trust Indenture Act of 1939, as then amended, or under any similar federal statute hereafter enacted, and to add to this Indenture such other provisions as may be expressly permitted by the Trust Indenture Act of 1939, excluding, however, the provisions referred to in Section 316(a)(2) of the Trust Indenture Act of 1939;

(f) To provide for the creation of any series of Additional Bonds, as provided in, and subject to the conditions and requirements of, Sections 2.09 through 2.12 hereof: and

(g) To amend or modify any provision of this Indenture so long as such amendment or modification does not materially adversely affect the interests of the Owners of the Bonds.

Section 11.02. Execution of Supplemental Indenture. The Trustee is authorized to join with the EDA in the execution of any such supplemental indenture, to make the further agreements and stipulations which may be therein contained, and to accept the conveyance, transfer and assignment of any property thereunder, but the Trustee shall not be obligated to enter into any such supplemental indenture which affects its rights, duties or immunities under this Indenture.

Section 11.03. Modification of Indenture with Consent of Owners. Subject to the terms and provisions contained in this Section, the Owners of not less than a majority in aggregate principal amount of the Bonds then Outstanding shall have the right, from time to time, to consent to and approve the execution by the EDA and the Trustee of such indenture or indentures supplemental hereto as shall be deemed necessary or desirable by the EDA for the purpose of modifying, altering, amending, adding to or rescinding in any particular, any of the terms or provisions contained in this Indenture or in any supplemental indenture; PROVIDED, HOWEVER, that nothing herein contained shall permit or be construed as permitting, without the consent of the Owners of all Outstanding Bonds, (a) an extension of the maturity of any Bond issued hereunder, or (b) a reduction in the principal amount of any Bond or the redemption premium or the rate of interest thereon, or (c) the creation of a lien upon or a pledge of revenues ranking prior to or on a parity with the lien or pledge created by this Indenture, or (d) a preference or priority of any Bond or Bonds over any others, or (e) a reduction in the aggregate principal amount of the Bonds required to consent to supplemental indentures or amendments to the Lease or the Ground Lease, to the extent required herein, or (f) a reduction in the aggregate principal amount of the Bonds required to waive an Event of Default.

Whenever the EDA shall deliver to the Trustee a resolution of Owners adopted at an Owners' meeting approved by, or an instrument or instruments purporting to be executed by, the Owners of not less than a majority in aggregate principal amount of the Bonds then Outstanding, which resolution or instrument or instruments shall refer to the proposed supplemental indenture and shall specifically consent to and approve the execution thereof, the EDA and the Trustee may execute such supplemental indenture without liability or responsibility to any Owner of any Bond, whether or not such Owner shall have consented thereto.

If the Owners of not less than a majority in aggregate principal amount of the Bonds Outstanding at the time of the execution of such supplemental indenture shall have consented to and approved the execution thereof as herein provided, no Owner of any Bond shall have any right to object to the execution of such supplemental indenture, or to object to any of the terms and provisions contained therein or the operation thereof, or in any manner to question the propriety of the execution thereof, or to enjoin or restrain the Trustee or the EDA from executing the same or from taking any action pursuant to the provisions thereof.

Section 11.04. Supplemental Indentures to be Part of Indenture. Any supplemental indenture executed in accordance with any of the provisions of this Article shall thereafter form a part of this Indenture; and all the terms and conditions contained in any such supplemental indenture as to any provisions authorized to be contained therein shall be and be deemed to be part of the terms and conditions of this Indenture for any and all purposes, and the respective rights, duties and obligations under this Indenture of the EDA, the Trustee and all Owners of Bonds then Outstanding shall thereafter be determined, exercised and enforced hereunder, subject in all respects to such modifications and amendments. Reference to any such supplemental indenture or any of such terms or conditions thereof may be set forth in reasonable and customary manner in the text of the Bonds or in a legend stamped on the Bonds.

Section 11.05. Rights of City Unaffected. Anything herein to the contrary notwithstanding, a supplemental indenture under this Article XI which adversely affects the rights of the City under the Lease, the Ground Lease or this Indenture, so long as the Lease, the Ground Lease and this Indenture are in effect, shall not become effective unless and until the City shall have consented to the execution and delivery of such supplemental indenture. The Trustee shall cause written notice of the proposed execution and delivery of any such supplemental indenture (if the City has not already consented thereto), to be delivered to the City 30 days prior to the proposed date of execution and delivery of any such supplemental indenture.

Section 11.06. Opinion of Counsel Required. Anything herein to the contrary notwithstanding, no supplemental Indenture may be entered into unless the EDA and the Trustee have received an Opinion of Counsel, selected by the EDA, to the effect that such supplemental Indenture is authorized and permitted by this Indenture, is enforceable against the EDA and the City, and does not adversely affect the tax-exempt status of the interest on the Bonds.

ARTICLE XII

Amendments to the Lease and the Ground Lease

Section 12.01. Amendments to the Lease and the Ground Lease Not Requiring Consent of Owners. The EDA, the City and the Trustee are permitted, without the consent of or notice to the Owners, to consent to any amendment, change or modification of the Lease or the Ground Lease as may be required (i) by the provisions of the Lease or the Ground Lease or this Indenture, including without limitation corrections to the description of property resulting from changes as provided in, and subject to the conditions and requirements of, Sections 6.5 and 6.6 of the Lease, (ii) for the purpose of curing any ambiguity or formal defect or omission, (iii) in connection with the issuance of Additional Bonds as provided herein, or (iv) in connection with any other change in the Lease or the Ground Lease which, in the Opinion of Counsel, does not materially adversely affect the interests of the Trustee or the Owners of the Bonds.

Section 12.02. Amendments to the Lease and the Ground Lease Requiring Consent of Owners. Except for amendments, changes or modifications as provided in Section 12.01 hereof, neither the EDA, nor the City nor the Trustee shall consent to any other amendment, change or modification of the Lease or the Ground Lease without the written approval or consent of the Owners of not less than a majority in aggregate principal amount of the Bonds at the time Outstanding given and procured as in this Section provided; provided, however, that no such amendment, change or modification shall ever affect the obligation of the City to make Lease Payments as they become due and payable. If the Owners of not less than a majority in aggregate principal amount of the Bonds Outstanding hereunder at the time of the execution of any such amendment, change or modification shall have consented to and approved the execution thereof as herein provided, no Owner of any Bond shall have any right to object to any of the terms and provisions contained therein, or in the operation thereof, or in any manner to question the propriety of the execution thereof, or to enjoin or restrain the Trustee, the EDA or the City from executing the same or from taking any action pursuant to the provisions thereof.

Section 12.03. Opinion of Counsel Required. Notwithstanding anything in this Article XII to the contrary, the Lease and the Ground Lease may not be amended unless the EDA and the Trustee have first received an Opinion of Counsel selected by the EDA to the effect that the proposed amendment is authorized and permitted by this Indenture, is enforceable against the EDA and the City, and does not adversely affect the tax-exempt status of the interest on the Bonds.

ARTICLE XIII

Miscellaneous

Section 13.01. Covenants of EDA Bind Successors and Assigns. All the covenants, stipulations, promises and agreements in this Indenture contained, by or in behalf of the EDA, shall bind and inure to the benefit of its successors and assigns, whether so expressed or not.

Section 13.02. Immunity of Officers. No recourse for the payment of any part of the principal of or interest on any Bond or for the satisfaction of any liability arising from, founded upon or existing by reason of the issue, purchase or Ownership of the Bonds shall be had against any officer, member or agent of the EDA or the State of Minnesota, as such, all such liability being hereby expressly released and waived as a condition of and as a part of the consideration for the execution of this Indenture and the issuance of the Bonds.

Section 13.03. No Benefits to Outside Parties. Nothing in this Indenture, express or implied, is intended or shall be construed to confer upon or to give to any person or corporation, other than the City, the parties hereto and the Owners of the Bonds issued hereunder, any right, remedy or claim under or by reason of this Indenture or any covenant, condition or stipulation thereof; and the covenants, stipulations and agreements in this Indenture are and shall be for sole and exclusive benefit of the City, the parties hereto, their successors and assigns, and the Owners of the Bonds.

Section 13.04. Separability of Indenture Provisions. In case any one or more of the provisions contained in this Indenture or in the Bonds shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Indenture, but this Indenture shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein.

Section 13.05. Execution of Indenture in Counterparts. This Indenture may be simultaneously executed in several counterparts, each of which, when so executed, shall be deemed to be an original, and such counterparts shall together constitute one and the same instrument.

Section 13.06. Headings Not Controlling. The headings of the several Articles and Sections hereof are inserted for the convenience of reference only and shall not control or affect the meaning or construction of any of the provisions hereof.

Section 13.07. Notices, etc., to Trustee, EDA, City and Original Purchaser. Any request, demand, authorization, direction, notice, consent of Owners or other document provided or permitted by this Indenture shall be sufficient for any purpose under this Indenture, the Lease or the Ground Lease, when hand delivered or mailed by first class mail, postage prepaid (except as otherwise provided in this Indenture) (with a copy to the other parties) at the following addresses or as may be required or permitted by this Indenture by Electronic Notice (or such other address as may be provided by any party by notice) and shall be deemed to be effective upon receipt:

If to the EDA:	City of Wyoming Economic Development Authority 26885 Forest Boulevard Wyoming, Minnesota 55092 Attention: Executive Director and Secretary Email: rlinwood@wyomingmn.org
If to the Trustee:	U.S. Bank Trust Company, National Association 111 Fillmore Ave East EP-MN-WS3C St. Paul, MN 55107 Attention: Global Corporate Trust Email: _____
If to the City:	City of Wyoming 26885 Forest Boulevard Wyoming, Minnesota 55092 Attention: City Administrator Email: rlinwood@wyomingmn.org

Section 13.08. Electronic Signatures. The parties agree that the electronic signature of a party to this Indenture, including all acknowledgements, authorizations, directions, waivers and consents thereto (or any amendment or supplement thereto) shall be as valid as an original signature of such party and shall be effective to bind such party to this Indenture. The parties agree that any electronically signed document (including this Indenture) shall be deemed (i) to be "written" or "in writing," (ii) to have been signed, and (iii) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. For purposes hereof, "electronic signature" means a manually-signed original signature that is then transmitted by electronic means; "transmitted by electronic means" means sent in the form of a facsimile or sent via the Internet as a pdf (portable document format) or other replicating image attached to an e-mail message; and, "electronically signed document" means a document transmitted by electronic means and containing, or to which there is affixed, an electronic signature. Paper copies or "printouts", if introduced as evidence in any judicial, arbitral, mediation or administrative proceeding, will be admissible as between the parties to the same extent and under the same conditions as other original business records created and maintained in documentary form. Neither party shall contest the admissibility of true and accurate copies of electronically signed documents on the basis of the best evidence rule or as not satisfying the business records exception to the hearsay rule.

IN WITNESS WHEREOF, the EDA has caused this Indenture to be signed in its name by its duly authorized officers and U.S. Bank Trust Company, National Association, as Trustee, to evidence its acceptance of the trust hereby created, has caused this Indenture to be signed in its name by authorized officers of the Trustee, all as of the day and year first above written.

CITY OF WYOMING ECONOMIC DEVELOPMENT AUTHORITY

By _____
Its President

By _____
Its Executive Director and Secretary

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION
as Trustee

By _____

Its _____

EXHIBIT A

DRAW REQUEST NO. _____

LEASE REVENUE BONDS (CITY OF WYOMING, MINNESOTA LEASE OBLIGATION), SERIES 2026A

The undersigned, a duly authorized representative of the City of Wyoming, Minnesota (the "City Representative") pursuant to that certain Trust Indenture, dated as of September 1, 2026 (the "Indenture"), between the City of Wyoming Economic Development Authority and U.S. Bank Trust Company, National Association, (the "Trustee") hereby requests and directs the Trustee to make the disbursements to the persons and in the amounts set forth below from the Project Fund pursuant to and in accordance with the provisions of Section 4.04 of the Indenture:

Payee	Purpose or Work Performed	Amount	Percentage Attributable to Project Costs

The undersigned certifies to the Trustee that each obligation, item of cost or expense mentioned above has been properly incurred, is an item of Project Cost and is a proper charge against the Project Fund and has not been the basis of any previous withdrawal.

The undersigned certifies to the Trustee that no event of default has occurred under the Indenture or the Lease (as defined therein).

The undersigned will provide a copy of each payee's Form W-9 or Form W-8, as applicable (unless previously provided). The undersigned further acknowledges that the Trustee cannot process such disbursement request until the Trustee is in receipt of a valid Form W-9 or Form W-8, as applicable, in accordance with Internal Revenue Service regulations and the Foreign Account Tax Compliance Act.

With respect to this requested disbursement, the undersigned (i) certifies that it has reviewed any wire instructions set forth in this written disbursement direction to confirm that such wire instructions are accurate (ii) agrees, to the extent permitted by law, to indemnify and hold harmless the Trustee from and against any and all claims, demands, losses, liabilities, or expenses sustained, including but not limited to attorney fees and expenses resulting directly or indirectly as a result of making the disbursement requested, and (iii) agrees it will not seek recourse from the Trustee as a result of losses incurred by it for making the disbursement in accordance with the disbursement direction.

Dated: _____

CITY OF WYOMING, MINNESOTA

By: _____
City Representative

EXHIBIT B

FORM OF SERIES 2026A BOND

UNITED STATES OF AMERICA
STATE OF MINNESOTA
COUNTY OF CHISAGO
CITY OF WYOMING

CITY OF WYOMING ECONOMIC DEVELOPMENT AUTHORITY

No. R_____ $_____

Lease Revenue Bond (City of Wyoming, Minnesota Lease Obligation), Series 2026A

Interest Rate	Maturity	Date of Original Issue	CUSIP
	February 1, _____	September __, 2026	

Registered Owner: CEDE & CO.

Principal Amount:

The CITY OF WYOMING ECONOMIC DEVELOPMENT AUTHORITY, a public body corporate and politic and political subdivision of the State of Minnesota (the "EDA"), for value received, hereby promises to pay, but solely from the sources hereinafter described, to the Registered Owner specified above or registered assigns, the Principal Amount set forth above on the Maturity date specified above, upon the presentation and surrender hereof, and to pay to the Registered Owner hereof interest on such Principal Amount from such sources at the Interest Rate specified above from the Date of Original Issue set forth above, or the most recent interest payment date to which interest has been paid or duly provided for as specified below, on February 1 and August 1 of each year (each an "Interest Payment Date"), commencing August 1, 2027, until said principal amount is paid. Interest shall be computed on the basis of a 360 day year composed of 12 30-day months and shall be payable to the person in whose name this Bond is registered at the close of business on the 15th day (whether or not a Business Day) of the month preceding such Interest Payment Date at such person's address set forth on the registration books maintained by the Trustee hereinafter designated. Principal and the redemption price are payable in lawful money of the United States of America at the principal office of U.S. Bank Trust Company, National Association, St. Paul, Minnesota, as Trustee under the Indenture hereinafter described or of its successor as Trustee. Interest shall be paid on each Interest Payment Date by check or draft mailed to the person in whose name this Bond is registered at the close of business on the 15th day of the month immediately preceding such Interest Payment Date (whether or not a business day) at the Owner's address set forth on the registration records maintained by the Trustee. Any such interest

not punctually paid or provided for will cease to be payable on such regular record dates and such defaulted interest may be paid to the person in whose name this Bond is registered at the close of business on a special record date for the payment of such defaulted interest established by the Trustee pursuant to the Indenture.

Notwithstanding any other provisions of this Bond, so long as this Bond is registered in the name of Cede & Co., as nominee of The Depository Trust Company, or in the name of any other nominee of The Depository Trust Company or other securities depository, the Trustee shall pay all principal of and interest on this Bond, and shall give all notices with respect to this Bond, only to Cede & Co. or other nominee in accordance with the operational arrangements of The Depository Trust Company or other securities depository as agreed to by the EDA.

This Bond is issued pursuant to Minnesota Statutes, Section 465.71 and Sections 469.090 to 469.1082, as amended (collectively, the "Act"), and in conformity with the provisions, restrictions and limitations thereof. This Bond is a special, limited revenue obligation and does not constitute or give rise to a charge against the general credit or properties or taxing powers, or pledge the full faith and credit, of the EDA or the City of Wyoming, Minnesota (the "City") and does not grant to the Owner of this Bond any right to have the EDA or the City levy any taxes or appropriate any funds for the payment of the principal hereof or interest hereon, nor is this Bond a general obligation or a pecuniary liability of the EDA or the City or the individual officers or agents thereof. This Bond does not constitute an indebtedness of the EDA or the City, within the meaning of any state constitutional provision or statutory limitation. This Bond and interest hereon are payable solely from Lease Payments to be paid by the City pursuant to a Lease-Purchase Agreement dated as of September 1, 2026 (the "Lease"), from the EDA to the City or other moneys held by the Trustee in a Fund or Account appropriated to the payment of the Bonds of this series under the Trust Indenture dated as of September 1, 2026 (the "Indenture").

THE OBLIGATION OF THE CITY TO MAKE LEASE PAYMENTS PURSUANT TO THE LEASE IS SUBJECT TO ANNUAL APPROPRIATION BY THE CITY COUNCIL OF THE CITY. IN THE EVENT THE CITY COUNCIL DETERMINES NOT TO APPROPRIATE MONEYS FOR THE PAYMENT OF LEASE PAYMENTS DUE IN A FISCAL YEAR, THE LEASE WILL TERMINATE AT THE END OF THE THEN-CURRENT FISCAL YEAR, AND THE CITY WILL HAVE NO FURTHER OBLIGATION TO MAKE LEASE PAYMENTS PURSUANT TO THE LEASE.

This Bond is one of a duly authorized series of special, limited obligation Bonds (the "Series 2026A Bonds") in an aggregate principal amount of $9,270,000, in denominations of $5,000 or integral multiples thereof not exceeding the principal amount maturing in any year, and numbered from R-1 upwards, and of like tenor and effect except as to serial number, denomination, interest rate, maturity and right of prior redemption, all of which have been authorized by law to be issued and have been issued or are to be issued by the EDA pursuant to a Bond Resolution adopted by the EDA on August 10, 2026 (the "Bond Resolution"), to provide financing for the acquisition, construction, and equipping of the Site and Facilities described in the Lease. The Series 2026A Bonds are equally and ratably secured by the Indenture and the Lease. Pursuant to the Indenture, the EDA has assigned to the Trustee all of its right, title and interest (other than certain rights to indemnity and payment of expenses) in and to the Lease and the Ground Lease

dated as of September 1, 2026 (the "Ground Lease") from the City to the EDA. Reference is hereby made to the Ground Lease, the Lease, the Indenture, the Bond Resolution, and any amendments or supplements thereto for a description and limitation of the property, revenues and funds pledged and appropriated to the payment of the Series 2026A Bonds, the nature and extent of the security thereby created, the rights of the Owners of the Series 2026A Bonds, the rights, duties and immunities of the Trustee, and the rights, immunities and obligations of the EDA and the City thereunder. Certified copies of the Bond Resolution and executed counterparts of the Indenture, the Ground Lease and the Lease are on file at the office of the Trustee.

The Series 2026A Bonds are subject to extraordinary redemption on any Business Day in whole or in part in certain events of damage to or destruction or condemnation of the Site or the Facilities, or change of law as provided in the Lease, at a redemption price equal to par plus accrued interest.

The Series 2026A Bonds maturing on or after February 1, 2037 are subject to optional redemption, at the election of the EDA or, in accordance with the Lease, the City, in whole or in part, and if in part in such manner as the EDA or, in accordance with the Lease, the City shall determine, on February 1, 2036 and any date thereafter, at a redemption price of par plus accrued interest.

The Series 2026A Bonds maturing on February 1, 20__ are subject to mandatory redemption in part prior to maturity at their principal amount (or such portion thereof as is redeemed as provided for below), without premium, plus accrued interest thereon to the redemption date, on February 1 in the years and in the amounts described below, subject to certain credits described below:

Series 2026A Bonds Due February 1, 20__

Year	Amount	Year	Amount
20__	$	20__ (maturity)	$

Notice of any such redemption, shall be given to the registered Owner of each such Series 2026A Bond by first class mail, addressed to the Owner's registered address, not later than 30 days prior to the date fixed for redemption. The Trustee may provide a conditional notice of redemption upon the direction of the EDA or the City. If a conditional notice of redemption has been provided and the conditions are not satisfied, such notice of redemption shall be of no force and effect and the Owners shall be restored to their former positions as though no such notice of redemption had been delivered. On or prior to the date fixed for redemption, funds shall be deposited with the Trustee sufficient to pay the Series 2026A Bonds called and accrued interest thereon, plus any premium required. Upon the happening of the above conditions, Series 2026A Bonds thus called shall not bear interest on or after the call date and, except for the purpose of payment from the funds so deposited, shall no longer be protected by the Indenture.

This Bond is transferable, as provided in the Indenture, only upon the registration records maintained by the Trustee by the Registered Owner hereof in person or by the Owner's duly

authorized attorney, upon surrender of this Bond for transfer at the office of the Trustee, duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Trustee duly executed by, the Registered Owner hereof or the Owner's duly authorized attorney, and, upon payment of any tax, fee or other governmental charge required to be paid with respect to such transfer, one or more Series 2026A Bonds of the same maturity, aggregate principal amount and interest rate will be issued to the designated transferee or transferees.

The Series 2026A Bonds are issuable only as fully registered bonds without coupons in denominations of $5,000 or any integral multiple thereof not exceeding the principal amount maturing in any year. As provided in the Indenture and subject to certain limitations set forth therein, the Series 2026A Bonds are exchangeable for a like aggregate principal amount of Series 2026A Bonds of the same maturity and interest rate, of different authorized denominations, as requested by the Registered Owner or the Owner's duly authorized attorney upon surrender thereof to the Trustee.

In case an Event of Default as defined in the Indenture or the Lease occurs, the principal of this Bond and all other Series 2026A Bonds Outstanding may be declared or may become due and payable prior to the stated maturity hereof in the manner and with the effect and subject to the conditions provided in the Indenture, but no Owner of any Series 2026A Bond shall have any right to enforce the provisions of the Indenture, the Lease, the Ground Lease except as provided in the Indenture.

With the consent of the EDA and the Trustee, and to the extent permitted by and as provided in the Indenture, the terms and provisions of the Indenture, the Lease, the Ground Lease, or of any instrument supplemental thereto, may be modified or altered by the assent or authority of the Owners of a majority in aggregate principal amount of the Bonds then Outstanding thereunder.

IT IS HEREBY CERTIFIED AND RECITED, and the EDA has found, that all acts, conditions and things required to be done precedent to and in the issuance of this Bond and the series of which it is a part have been properly done, have happened and have been performed in regular and due time, form and manner as required by law; and that this Bond and the series of which it is a part does not constitute a debt of the EDA within the meaning of any constitutional, or statutory limitation.

This Bond shall not be valid or become obligatory for any purpose until it shall have been authenticated by the execution of the certificate hereon endorsed by the Trustee under the Indenture.

IN WITNESS WHEREOF, the City of Wyoming Economic Development Authority has caused this Bond to be executed in its name by the facsimile signatures of its duly authorized officers, all as of the Date of Original Issue specified above.

CITY OF WYOMING ECONOMIC DEVELOPMENT AUTHORITY

(Facsimile)
President

(Facsimile)
Executive Director and Secretary

(Form of Trustee's Certificate)

This is one of the Bonds described in the within mentioned Indenture.

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, AS TRUSTEE

Date: September __, 2026

By _____
Authorized Signature

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto _____

_____

_____

_____

(Please Print or Typewrite Name and Address of Transferee)

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____ attorney to transfer the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

_____

Please Insert Social Security Number or Other Identifying Number of Assignee

_____

Notice: The signature to this assignment must correspond with the name as it appears on the face of this Bond in every particular, without alteration or any change whatever.

SIGNATURE GUARANTEED:

_____

Signature(s) must be guaranteed by an "eligible guarantor institution" meeting the requirements of the Trustee, which requirements include membership or Participation in STAMP or such other "signature guaranty program" as may be determined by the Trustee in addition to or in substitution for STAMP, all in accordance with the Securities Exchange Act of 1934, as amended.

PROVISIONS AS TO REGISTRATION

The ownership of the principal of and interest on the within Bond has been registered on the books of the Trustee in the name of the person last noted below.

Date of Registration	Registered Owner	Signature of Trustee
September __, 2026	Cede & Co. Federal ID #_____	_____

EXHIBIT E
FORM OF CONTINUING DISCLOSURE CERTIFICATE

$9,270,000
City of Wyoming Economic Development Authority
Lease Revenue Bonds (City of Wyoming, Minnesota Lease Obligation)
Series 2026A

CONTINUING DISCLOSURE CERTIFICATE

September __, 2026

This Continuing Disclosure Certificate (the "Disclosure Certificate") is executed and delivered by the City of Wyoming, Minnesota (the "City") and the City of Wyoming Economic Development Authority (the "Issuer"), in connection with the issuance of the Lease Revenue Bonds (City of Wyoming, Minnesota Lease Obligation), Series 2026A (the "Bonds"), by the Issuer in the aggregate principal amount of $9,270,000. The Bonds are being issued pursuant to a resolution adopted by the Board of Commissioners of the Issuer on August 10, 2026 (the "EDA Resolution") and delivered to _____, _____, _____ (the "Purchaser") on the date hereof. The Issuer, pursuant to the EDA Resolution, and the City, pursuant to a resolution adopted by the City Council of the City on July 21, 2026 (the "City Resolution"), have covenanted and agreed to provide continuing disclosure of certain financial information and operating data and timely notices of the occurrence of certain events. The Issuer and the City hereby covenant and agree as follows:

Section 1. Purpose of the Disclosure Certificate. This Disclosure Certificate is being executed and delivered by the City and the Issuer for the benefit of the Holders (as defined herein) of the Bonds in order to provide for the public availability of such information and assist the Participating Underwriter(s) (as defined herein) in complying with the Rule (as defined herein). This Disclosure Certificate, together with the EDA Resolution and the City Resolution, constitutes the written agreement or contract for the benefit of the Holders of the Bonds that is required by the Rule.

Section 2. Definitions. In addition to the defined terms set forth in the EDA Resolution, which apply to any capitalized term used in this Disclosure Certificate unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

"Annual Report" means any annual report provided by the Issuer pursuant to, and as described in, Sections 3 and 4 of this Disclosure Certificate.

"Audited Financial Statements" means annual financial statements of the City, prepared in accordance with GAAP as prescribed by GASB.

"Bonds" means the Lease Revenue Bonds (City of Wyoming, Minnesota Lease Obligation), Series 2026A issued by the Issuer in the original aggregate principal amount of $9,270,000.

"City" means the City of Wyoming, Minnesota, which is an obligated person with respect to the Bonds.

"Disclosure Certificate" means this Continuing Disclosure Certificate.

"EMMA" means the Electronic Municipal Market Access system operated by the MSRB and designated as a nationally recognized municipal securities information repository and the exclusive portal for complying with the continuing disclosure requirements of the Rule.

"Final Official Statement" means the deemed final Official Statement, dated _____, 2026, which constitutes the final official statement delivered in connection with the Bonds, which is available from the MSRB.

"Financial Obligation" means a (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (c) guarantee of a Financial Obligation as described in clause (a) or (b). The term "Financial Obligation" shall not include municipal securities as to which a final official statement has been provided to the MSRB consistent with the Rule.

"Fiscal Year" means the fiscal year of the City.

"GAAP" means generally accepted accounting principles for governmental units as prescribed by GASB.

"GASB" means the Governmental Accounting Standards Board.

"Holder" means the person in whose name a Bond is registered or a beneficial owner of such a Bond.

"Issuer" means the City of Wyoming Economic Development Authority, which is an obligated person with respect to the Bonds.

"Material Event" means any of the events listed in Section 5(a) of this Disclosure Certificate.

"MSRB" means the Municipal Securities Rulemaking Board located at 1300 I Street NW, Suite 1000, Washington, DC 20005.

"Participating Underwriter" means any of the original underwriter(s) of the Bonds (including the Purchaser) required to comply with the Rule in connection with the offering of the Bonds.

"Purchaser" means _____, _____, _____.

"Repository" means EMMA, or any successor thereto designated by the SEC.

"Rule" means SEC Rule 15c2-12(b)(5) promulgated by the SEC under the Securities Exchange Act of 1934, as the same may be amended from time to time, and including written interpretations thereof by the SEC.

"SEC" means Securities and Exchange Commission, and any successor thereto.

Section 3. Provision of Annual Financial Information and Audited Financial Statements.

(a) The Issuer shall provide to the Repository not later than 12 months after the end of the Fiscal Year commencing with the year that ends December 31, 2026, an Annual Report which is consistent with the requirements of Section 4 of this Disclosure Certificate. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as

provided in Section 4 of this Disclosure Certificate; provided that the Audited Financial Statements of the City may be submitted separately from the balance of the Annual Report.

(b) If the Issuer is unable or fails to provide to the Repository an Annual Report by the date required in subsection (a), the Issuer shall send a notice of that fact to the Repository and the MSRB.

(c) The Issuer shall determine each year prior to the date for providing the Annual Report the name and address of each Repository.

Section 4. Content of Annual Reports. The Issuer's Annual Report shall contain or incorporate by reference the following sections of the Final Official Statement:

1. City Property Values
2. City Indebtedness
3. City Tax Rates, Levies and Collections

In addition to the items listed above, the Annual Report shall include Audited Financial Statements submitted in accordance with Section 3 of this Disclosure Certificate.

Any or all of the items listed above may be incorporated by reference from other documents, including official statements of debt issues of the City, Issuer or related public entities, which have been submitted to the Repository or the SEC. If the document incorporated by reference is a final official statement, it must also be available from the MSRB. The Issuer shall clearly identify each such other document so incorporated by reference.

Section 5. Reporting of Material Events.

(a) This Section 5 shall govern the giving of notice of the occurrence of any of the following events ("Material Events") with respect to the Bonds:

1. Principal and interest payment delinquencies;

2. Non-payment related defaults, if material;

3. Unscheduled draws on debt service reserves reflecting financial difficulties;

4. Unscheduled draws on credit enhancements reflecting financial difficulties;

5. Substitution of credit or liquidity providers, or their failure to perform;

6. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701–TEB), or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security;

7. Modifications to rights of security holders, if material;

8. Bond calls, if material, and tender offers;

9. Defeasances;

10. Release, substitution, or sale of property securing repayment of the securities, if material;

11. Rating changes;

12. Bankruptcy, insolvency, receivership or similar event of the obligated person;

13. The consummation of a merger, consolidation, or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;

14. Appointment of a successor or additional trustee or the change of name of a trustee, if material;

15. Incurrence of a Financial Obligation of the obligated person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the obligated person, any of which affect security holders, if material; and

16. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the obligated person, any of which reflect financial difficulties.

(b) The Issuer shall file a notice of such occurrence with the Repository or with the MSRB within ten (10) business days of the occurrence of the Material Event.

(c) Unless otherwise required by law and subject to technical and economic feasibility, the Issuer shall employ such methods of information transmission as shall be requested or recommended by the designated recipients of the Issuer's information.

Section 6. EMMA. The SEC has designated EMMA as a nationally recognized municipal securities information repository and the exclusive portal for complying with the continuing disclosure requirements of the Rule. Until the EMMA system is amended or altered by the MSRB and the SEC, the Issuer shall make all filings required under this Disclosure Certificate solely with EMMA.

Section 7. Termination of Reporting Obligation. The Issuer's and the City's obligations under the EDA Resolution, the City Resolution and this Disclosure Certificate shall terminate upon the redemption in full of all Bonds or payment in full of all Bonds.

Section 8. Agent. The Issuer or the City may, from time to time, appoint or engage a dissemination agent to assist it in carrying out the Issuer's obligations under the EDA Resolution or the City's obligations under the City Resolution and this Disclosure Certificate, and may discharge any such agent, with or without appointing a successor dissemination agent.

Section 9. Amendment; Waiver. Notwithstanding any other provision of the EDA Resolution, the City Resolution or this Disclosure Certificate, the City or the Issuer may amend this Disclosure Certificate, and any provision of this Disclosure Certificate may be waived, if such amendment or waiver is supported by an opinion of nationally recognized bond counsel to the effect that such amendment or waiver would not, in and of itself, cause a violation of the Rule. The provisions of the EDA Resolution and the City Resolution requiring continuing disclosure pursuant to the Rule and this Disclosure Certificate, or any provision hereof, shall be null and void in the event that the Issuer or the City delivers to the Repository an opinion of nationally

recognized bond counsel to the effect that those portions of the Rule which impose the continuing disclosure requirements of the EDA Resolution and the City Resolution and the execution and delivery of this Disclosure Certificate are invalid, have been repealed retroactively or otherwise do not apply to the Bonds. The provisions of the EDA Resolution and the City Resolution requiring continuing disclosure pursuant to the Rule and this Disclosure Certificate may be amended without the consent of the Holders of the Bonds, but only upon the delivery by the Issuer or the City to the Repository of the proposed amendment and an opinion of nationally recognized bond counsel to the effect that such amendment, and giving effect thereto, will not adversely affect the compliance of the EDA Resolution, the City Resolution and this Disclosure Certificate with the Rule.

Section 10. Additional Information. Nothing in this Disclosure Certificate shall be deemed to prevent the Issuer from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Material Event, in addition to that which is required by this Disclosure Certificate. If the Issuer or the City chooses to include any information in any Annual Report or notice of occurrence of a Material Event in addition to that which is specifically required by this Disclosure Certificate, neither the Issuer nor the City shall have any obligation under this Disclosure Certificate to update such information or include it in any future Annual Report or notice of occurrence of a Material Event.

Section 11. Default. In the event of a failure of the Issuer or the City to comply with any provision of this Disclosure Certificate any Holder of the Bonds may take such actions as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause the Issuer or the City to comply with its obligations under the EDA Resolution or the City Resolution and this Disclosure Certificate. A default under this Disclosure Certificate shall not be deemed an event of default with respect to the Bonds and the sole remedy under this Disclosure Certificate in the event of any failure of the Issuer to comply with this Disclosure Certificate shall be an action to compel performance.

Section 12. Beneficiaries. This Disclosure Certificate shall inure solely to the benefit of the Issuer, the City, the Participating Underwriters, and the Holders from time to time of the Bonds, and shall create no rights in any other person or entity.

(The remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, we have executed this Disclosure Certificate in our official capacities effective as of the date and year first written above.

CITY OF WYOMING, MINNESOTA

_____
Mayor

_____
City Administrator

(signature page to the Continuing Disclosure Certificate)

IN WITNESS WHEREOF, we have executed this Disclosure Certificate in our official capacities effective as of the date and year first written above.

CITY OF WYOMING ECONOMIC DEVELOPMENT AUTHORITY

_____
President

_____
Executive Director and Secretary

(signature page to the Continuing Disclosure Certificate)

Request for Council Action

Date: July 14, 2026

Presented to: Mayor Iverson and City Council Members
Presented by: Robb Linwood, City Administrator
Department: Administration
Reference: Amendment No. 2 to Construction Manager Agreement with Kraus Anderson Construction Company
Method: New Business

***Background Information*:**
On September 20, 2022, the City Council approved a Construction Manager as Adviser Agreement with Kraus Anderson Construction Company for the City's future City Hall and Fire Department Facilities Project. At the time, the agreement established Kraus Anderson as the City's Construction Manager during the planning and design phases of the project. As the project progressed, the City Council approved Amendment No. 1 on November 18, 2025. That amendment updated the anticipated project scope, established preconstruction services, revised the anticipated construction schedule, and provided the framework for construction phase compensation as the project continued through design and bidding.

Since approval of Amendment No. 1, the City has completed architectural design, project financing, bidding, and project development. The City Council has approved construction of the new City Hall and the renovation and expansion of the existing Fire Department, with construction scheduled to begin on August 10, 2026. Amendment No. 2 updates the existing Construction Manager Agreement to reflect the project as it transitions from preconstruction into the construction phase. Specifically, the amendment:

- Updates the project description to reflect the approved City Hall and Fire Department Facilities Project.
- Updates the project budget identified within the agreement.
- Revises the anticipated construction schedule to reflect the approved project timeline.
- Identifies the current Kraus Anderson Senior Project Manager assigned to the project.
- Establishes compensation for construction phase services, including project management, field supervision, construction administration, and reimbursable expenses during construction. The amendment also establishes compensation provisions should the construction phase extend beyond the anticipated ten month schedule.

This amendment does not expand the scope of the project, authorize additional construction work, or increase the overall project budget previously approved by the City Council. Rather, it finalizes the Construction Manager Agreement for the approved construction phase and provides the contractual framework necessary for Kraus Anderson to administer construction of the project. Construction management services will include coordination of contractors, scheduling, construction administration, quality control, budget monitoring, project oversight, and overall management of construction activities throughout the duration of the project.

The costs associated with this amendment are included within the overall project budget previously approved by the City Council and will be funded through the approved project financing. Approval of this amendment does not increase the overall project budget.

Recommendation

Staff recommends approval of Resolution No. 26-07-83 a resolution approving Amendment No. 2 to the Construction Manager Agreement with Kraus Anderson Construction Company.

RESOLUTION NO. 26-07-83

A RESOLUTION APPROVING AMENDMENT NO. 2 TO THE CONSTRUCTION MANAGER AGREEMENT FOR THE CITY HALL AND FIRE DEPARTMENT FACILITIES PROJECT

WHEREAS, on September 20, 2022, the City Council approved a Construction Manager as Adviser Agreement with Kraus Anderson Construction Company for the City's City Hall and Fire Department Facilities Project; and

WHEREAS, on November 18, 2025, the City Council approved Amendment No. 1 to the Construction Manager Agreement to update the anticipated project scope, establish preconstruction services, revise the project schedule, and provide the framework for construction phase services as the project advanced through design and bidding;

WHEREAS, the city has since completed architectural design, project financing, bidding, and project development, and the City Council has approved construction of the new City Hall and renovation and expansion of the existing Fire Department; and

WHEREAS, construction of the City Hall and Fire Department Facilities Project is scheduled to commence on August 10, 2026; and

WHEREAS, Amendment No. 2 updates the Construction Manager Agreement to reflect the approved project scope, budget, construction schedule, assigned project management personnel, and compensation for construction phase services necessary to administer the project during construction.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Wyoming, Minnesota, that Amendment No. 2 to the Construction Manager Agreement with Kraus Anderson Construction Company is hereby approved.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF WYOMING ON THE 21st DAY OF JULY, 2026.

CITY OF WYOMING

By:_____
Lisa Iverson, Mayor

ATTEST:

_____
Robb Linwood, City Administrator/Clerk

Request for Council Action

Date: July 14, 2026

Presented to: Mayor Iverson and City Council Members
Presented by: Robb Linwood, City Administrator
Department: Administration
Reference: Approval of Construction Contracts and Limited Construction Change Order Authority
Method: New Business

***Background Information*:**
The City Council has previously approved construction of the new City Hall and the renovation and expansion of the existing Fire Department. The project is being delivered using the Construction Manager as Adviser (CMa) project delivery method, with Kraus Anderson Construction Company serving as the City's Construction Manager.
Under this project delivery method, Kraus Anderson manages the bidding process, coordinates construction, and oversees administration of the project; however, the City enters into separate contracts with each prime contractor performing work on the project. As individual bid packages are finalized and prepared for execution, they are presented to the City Council for approval. The contracts included with this agenda item represent the first group of construction contracts necessary to begin construction activities.

Staff recommends approval of construction contracts for the following work scopes:

Contractor	Work Scope
Twin Town Demolition, LLC	Demolition
Ebert Construction	Concrete and Masonry
Endurance Exteriors	Roofing
Falcon Mechanical, Inc.	Combined Mechanical
Ebert Construction	Concrete Paving

These contracts were competitively bid and reviewed by Kraus Anderson and the project team. Staff has reviewed the recommended contract awards and finds them to be consistent with the approved project scope and budget. Approval of these contracts will allow construction activities to proceed while additional bid packages are presented to the City Council as they become ready for execution.

Limited Construction Change Order Authority
Construction projects routinely encounter field conditions that require timely decisions to maintain project progress. Minor construction change orders may be necessary to address unforeseen site conditions, coordination between trades, material substitutions, or other construction related issues. Delaying action until the next regularly scheduled City Council meeting can interrupt construction activities, delay subcontractors, increase project costs, and affect the overall efficiency of the project.

To facilitate efficient project administration, staff recommend authorizing the City Administrator to approve individual construction change orders not exceeding $20,000, provided:

- The change order is funded entirely within the City Council approved project contingency.
- The change order does not increase the overall project budget.
- The change order does not materially alter the approved project scope.
- All change orders approved under this authority shall be reported to the City Council at the next regular meeting.

This limited authority is intended to keep construction activities moving while maintaining City Council oversight of the overall project budget and construction administration. Funding for these construction contracts is included within the overall project budget previously approved by the City Council. Any change orders approved under the proposed administrative authority must remain within the approved project contingency and shall not increase the overall project budget without prior City Council approval.

Recommendation: To approve Resolution No. 26-07-84 a resolution approving construction contracts for the City Hall and Fire Department Facilities Project and authorizing limited construction change order authority.

RESOLUTION NO. 26-07-84

A RESOLUTION APPROVING CONSTRUCTION CONTRACTS FOR THE CITY HALL AND FIRE DEPARTMENT FACILITIES PROJECT AND AUTHORIZING LIMITED CONSTRUCTION CHANGE ORDER AUTHORITY

WHEREAS, the City Council has previously approved construction of the new City Hall and the renovation and expansion of the existing Fire Department; and

WHEREAS, the City is utilizing the Construction Manager as Adviser (CMa) project delivery method, with Kraus Anderson Construction Company serving as the City's Construction Manager; and

WHEREAS, pursuant to the Construction Manager as Adviser project delivery method, the City enters into separate contracts with the prime contractors performing work on the project; and

WHEREAS, Kraus Anderson Construction Company has completed the competitive bidding process for the construction contracts identified in Exhibit A and has recommended award of those contracts; and

WHEREAS, the City Council finds that approval of the contracts identified in Exhibit A is in the best interests of the City and necessary for the continued construction of the City Hall and Fire Department Facilities Project; and

WHEREAS, the City Council further finds that authorizing the City Administrator to approve limited construction change orders within the approved project contingency will facilitate efficient project administration while maintaining appropriate Council oversight.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Wyoming, Minnesota, that the construction contracts identified in Exhibit A**,** attached hereto and incorporated herein by reference, are hereby approved.

BE IT FURTHER RESOLVED, that the Mayor and City Administrator are authorized to execute the construction contracts identified in Exhibit A on behalf of the City.

BE IT FURTHER RESOLVED, that the City Administrator is authorized to approve individual construction change orders not to exceed Twenty Thousand Dollars ($20,000.00)**,** provided that:

1. The change order is funded entirely within the City Council approved project contingency.

2. The change order does not increase the overall project budget approved by the City Council.
3. The change order does not materially alter the approved scope of the project.
4. All change orders approved under this authority shall be reported to the City Council at the next regular meeting.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF WYOMING ON THE 21st DAY OF JULY, 2026.

CITY OF WYOMING

By:_____
Lisa Iverson, Mayor

ATTEST:

_____
Robb Linwood, City Administrator/Clerk

Exhibit A

Construction Contracts

The following construction contracts for the City Hall and Fire Department Facilities Project are approved by this Resolution:

- Twin Town Demolition, LLC – Demolition
- Ebert Construction – Concrete and Masonry
- Top Line Steel Corporation – Structural Steel
- Endurance Exteriors – Roofing
- Falcon Mechanical, Inc. – Combined Mechanical
- Ebert Construction – Concrete Paving

AIA® Document A132® – 2019

Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition

AGREEMENT made as of the 17th of June in the year 2026

BETWEEN the Owner:

City of Wyoming
26885 Forest Blvd
PO Box 188
Wyoming, MN 55092

and the Contractor:

Endurance Exteriors
4151 Rice Street
Shoreview, MN 55126

for the following Project:

Wyoming Fire Station and City Hall
26885 Forest Blvd
Wyoming, MN 55092

The Construction Manager:

Kraus-Anderson ® Construction Company
501 South Eighth Street
Minneapolis, MN 55404

The Architect:

Wold Architects & Engineers
50 South 6th Street, Suite 2250
Minneapolis, MN 55402

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with AIA Documents A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition; B132™–2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition; and C132™–2019, Standard Form of Agreement Between Owner and Construction Manager as Adviser. AIA Document A232™–2019 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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8 MISCELLANEOUS PROVISIONS

9 ENUMERATION OF CONTRACT DOCUMENTS

(Paragraph deleted)

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than Modifications, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

Complete Work Scope 07H Roofing per plans, specifications and addenda enumerated herein.

ARTICLE 3 DATE OF COMMENCEMENT AND DATES OF SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

(Paragraph deleted)

[X] Established as follows:

*(Paragraphs deleted)*On or about [August 3, 2026], but within 5 days of notice to proceed as directed by the Construction Manager.

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

(Table deleted)

(Paragraphs deleted)

§ 3.4 When the Work of this Contract, or any Portion Thereof, is Substantially Complete

§ 3.4.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall substantially complete the entire Work of this Contract:

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[X] By the following date: June 10, 2027

§ 3.4.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work of this Contract are to be substantially complete prior to when the entire Work of this Contract shall be substantially complete, the Contractor shall substantially complete such portions by the following dates:

Portion of Work	Date to be substantially complete

§ 3.4.3 If the Contractor fails to substantially complete the Work of this Contract, or portions thereof, as provided in this Section 3.4, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be one of the following:

[X] Stipulated Sum, in accordance with Section 4.2 below

(Paragraph deleted)

§ 4.2 Stipulated Sum

§ 4.2.1 The Contract Sum shall be Five Hundred Four Thousand Nine Hundred Fifty-Seven Dollars and No 00/100 ($504,957.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2.2 Alternates

§ 4.2.2.1 Alternates, if any, included in the Contract Sum:

(Table deleted)

§ 4.2.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.

(Paragraph deleted)

Item	Price	Conditions for Acceptance
N/A	N/A	

§ 4.2.3 Allowances, if any, included in the Contract Sum:

(Paragraph deleted)

Item	Price
Labor & Material	$10,000.00

§ 4.2.4 Unit prices, if any:

(Paragraph deleted)

Item	Units and Limitations	Price per Unit
N/A	N/A	N/A

§ 4.3 NOT USED

(Paragraph deleted)
(Table deleted)
(Paragraphs deleted)

§ 4.4 NOT USED

(Paragraphs deleted)
(Table deleted)
(Paragraphs deleted)
(Table deleted)
(Paragraphs deleted)

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(Table deleted)
(Paragraphs deleted)
(Table deleted)
(Paragraphs deleted)
§ 4.5 Liquidated damages, if any:

N/A

§ 4.6 Other:

N/A

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Construction Manager by the Contractor, and Certificates for Payment issued by the Construction Manager and Architect, the Owner shall make progress payments on account of the Contract Sum, to the Contractor, as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month.

§ 5.1.3 Provided that an Application for Payment is received by the Construction Manager not later than the 25th day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the last day of the following month. If an Application for Payment is received by the Construction Manager after the application date fixed above, such Application for Payment will be processed with the next month's Application for Payment.

§ 5.1.4 Progress Payments Where the Contract Sum is Based on a Stipulated Sum

§ 5.1.4.1 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Construction Manager and Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.4.2 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.4.3 In accordance with AIA Document A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.4.3.1 The amount of each progress payment shall first include:

.1 That portion of the Contract Sum properly allocable to completed Work;
.2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
.3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.4.3.2 The amount of each progress payment shall then be reduced by:

.1 The aggregate of any amounts previously paid by the Owner;
.2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A232–2019;
.3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;

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.4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A232–2019; and

.5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.5 NOT USED

(Paragraphs deleted)

§ 5.1.6 NOT USED

(Paragraphs deleted)

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to when the Work of this Contract is substantially complete, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

5%

§ 5.1.7.1.1 The following items are not subject to retainage:

N/A

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:

N/A

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, when the Work of this Contract is substantially complete, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted when the Work of this Contract is substantially complete shall not include retainage as follows:

(Paragraph deleted)

As set forth in the AIA A232-2019 General Conditions.

§ 5.2 Final Payment

§ 5.2.1 Final Payment Where the Contract Sum is Based on a Stipulated Sum

§ 5.2.1.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

.1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A232–2019, and to satisfy other requirements, if any, which extend beyond final payment; and

.2 a final Certificate for Payment or Project Certificate for Payment has been issued by the Architect.

§ 5.2.1.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the final Certificate for Payment or Project Certificate for Payment.

§ 5.2.2 NOT USED

(Paragraphs deleted)

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as Initial Decision Maker pursuant to Article 15 of AIA Document A232–2019, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.

Jonathan Loose

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Wold Architects & Engineers
50 South 6th Street, Suite 2250
Minneapolis, MN 55402

§ 6.2 Binding Dispute Resolution
For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A232–2019, the method of binding dispute resolution shall be as follows:

[X] Arbitration pursuant to Article 15 of AIA Document A232–2019.
(Paragraphs deleted)

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION
§ 7.1 Where the Contract Sum is a Stipulated Sum
§ 7.1.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A232–2019.

(Paragraphs deleted)
§ 7.1.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A232–2019.

§ 7.2 NOT USED

(Paragraphs deleted)
§ 7.3 Suspension
The Work may be suspended by the Owner as provided in Article 14 of AIA Document A232–2019; in such case, the Contract Sum and Contract Time shall be increased as provided in Article 14 of AIA Document A232–2019, except that the term "profit" shall be understood to mean the Contractor's Fee as described in Section 4.3.2 or 4.4.2, as applicable, of this Agreement.

ARTICLE 8 MISCELLANEOUS PROVISIONS
§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A232–2019 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:

Robb Linwood, City Administrator
City of Wyoming
26885 Forest Blvd
PO Box 188
Wyoming, MN 55092

§ 8.3 The Contractor's representative:

Tyler Buffie
tyler@endurance-exteriors.com
612-859-5605

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§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in Article 11 of AIA Document A232–2019, as modified, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in Article 11 of AIA Document A232–2019, as modified , and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A232–2019, may be given in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

(Paragraph deleted)
To the email address of the Owner, Contractor, Construction Manager and Architect set forth in this Agreement.

§ 8.7 NOT USED

§ 8.8 Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

.1 AIA Document A132™–2019, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition

.2 Reserved.

.3 AIA Document A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition

.4

(Paragraphs deleted)
Reserved.

.5 Drawings

Number	Title	Date
00.00	COVER SHEET	May 19, 2026
00.01	SITE LAYOUT EXISTING CITY HALL EXHIBIT A	May 1, 2026
00.02	SITE LAYOUT PROPOSED CITY HALL EXHIBIT B	May 1, 2026
C0.01	REMOVAL PLAN- FIRE DEPARTMENT	May 26, 2026
C1.01	GRADING PLAN- FIRE DEPARTMENT	May 26, 2026
C2.01	PAVEMENT RESTORATION PLAN- FIRE DEPARTMENT	May 26, 2026
C3.01	EROSION CONTROL PLAN- FIRE DEPARTMENT	May 26, 2026
C3.02	STORM WATER POLLUTION PREVENTION PLAN	May 1, 2026
C3.03	STORM WATER POLLUTION PREVENTION PLAN	May 1, 2026
C3.04	STORM WATER POLLUTION PREVENTION PLAN	May 1, 2026
C4.01	CIVIL DETAIL SHEETS	May 1, 2026
C4.02	CIVIL DETAIL SHEETS	May 1, 2026
C5.01	TYPICAL SECTIONS	May 1, 2026
C9.01	ALTERNATE NO.1 REMOVAL PLAN- CITY HALL	May 1, 2026
C9.02	ALTERNATE NO.1 GRADING PLAN- CITY HALL	May 26, 2026
C9.03	ALTERNATE NO.1 PAVEMENT RESTORATION PLAN- CITY HALL	May 1, 2026
C9.04	ALTERNATE NO.1 EROSION CONTROL PLAN- CITY HALL	May 1, 2026
C9.05	ALTERNATE NO.1 UTILITY PLAN- CITY HALL	May 26, 2026
S0.000	TITLE SHEET	May 1, 2026
S2.01a	FIRE STATION FOOTING AND FOUNDATION PLAN	May 1, 2026

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S2.02a	FIRE STATION ROOF FRAMING PLAN	May 1, 2026
S5.201	SECTIONS AND DETAILS	May 1, 2026
S5.221	SECTIONS AND DETAILS	May 1, 2026
S6.201	SCHEDULES AND NOTES	May 1, 2026
S9.101	ALTERNATE #1- CITY HALL GARAGE FOUNDATION AND ROOF FRAMING PLANS	May 1, 2026
S9.102	ALTERNATE #1- CITY HALL GARAGE SCHEDULES, SECTIONS AND DETAILS	May 1, 2026
A0.001	CODE ANALYSIS	May 26, 2026
A0.101	CODE PLAN- COLOR	May 1, 2026
A0.201	PHASING AND FLOOR PROTECTION PLAN	May 26, 2026
A1.01a	FIRE STATION MAIN LEVEL DEMOLITION PLAN	May 26, 2026
A1.01b	CITY HALL MAIN LEVEL DEMOLITION PLAN	May 1, 2026
A1.02a	FIRE STATION SAWCUTTING PLAN	May 26, 2026
A1.02b	CITY HALL SAWCUTTING PLAN	May 1, 2026
A2.01a	FIRE STATION MAIN LEVEL FLOOR PLAN	May 26, 2026
A2.01b	CITY HALL MAIN LEVEL FLOOR PLAN	May 26, 2026
A2.095	FIRE STATION ROOF DEMOLITION PLAN AND ROOF PLAN	May 1, 2026
A2.301	FLOOR PATCHING PLAN	May 1, 2026
A2.901	OPENING TYPES	May 1, 2026
A3.01a	FIRE STATION MAIN LEVEL REFLECTED CEILING PLAN	May 26, 2026
A3.01b	CITY HALL MAIN LEVEL REFLECTED CEILING PLAN	May 1, 2026
A4.101	DETAILS- GENERAL- SYMBOLS, ABBREVIATIONS, MATERIALS	May 26, 2026
A4.105	ENLARGED PLANS- TOILETS	May 1, 2026
A4.201	VERTICAL CIRCULATION & DETAILS	May 1, 2026
A4.202	VERTICAL CIRCULATION DETAILS	May 1, 2026
A4.300a	FIRE STATION MAIN LEVEL FLOOR FINISH PLAN	May 1, 2026
A4.300b	CITY HALL MAIN LEVEL FLOOR FINISH PLAN	May 1, 2026
A4.301a	FIRE STATION SIGNAGE PLAN	May 1, 2026
A4.301b	CITY HALL SIGNAGE PLAN	May 1, 2026
A4.701	DETAILS- CONCRETE BLOCK AND METAL STUD WALL TYPES	May 26, 2026
A4.705	DETAILS- INTERIOR DETAILS	May 1, 2026
A4.708	CASEWORK ELEVATIONS	May 1, 2026
A4.711	DETAILS- CASEWORK	May 1, 2026
A4.712	DETAILS- CASEWORK	May 26, 2026
A4.801	DETAILS- INTERIOR OPENINGS	May 1, 2026
A4.901	DETAILS- INTERIOR CEILING DETAILS	May 1, 2026
A5.101	EXTERIOR ELEVATIONS	May 26, 2026
A5.201	EXTERIOR WALL SECTIONS	May 26, 2026
A5.202	EXTERIOR WALL SECTIONS	May 26, 2026
A5.401	EXTERIOR ASSEMBLIES- WALLS	May 1, 2026
A5.501	DETAILS- EXTERIOR WALL	May 1, 2026
A5.601	EXTERIOR DETAILS- OPENINGS (HOLLOW METAL) AND (STOREFRONT)	May 26, 2026
A5.611	EXTERIOR DETAILS- OPENINGS (OH DOOR)	May 1, 2026
A5.801	EXTERIOR DETAILS	May 1, 2026
A5.901	EXTERIOR DETAILS- ROOF	May 1, 2026
A6.001	DETAILS- SITE	May 1, 2026
A9.10	ALTERNATE #1- CITY HALL GARAGE- DEMOLITION PLAN	May 1, 2026
A9.11	ALTERNATE #1- CITY HALL GARAGE- FLOOR PLAN, RCP, AND ROOF PLAN	May 1, 2026
A9.12	ALTERNATE #1- CITY HALL GARAGE- EXTERIOR ELEVATIONS AND WALL SECTIONS	May 1, 2026
A9.13	ALTERNATE #1- CITY HALL GARAGE- DETAILS	May 26, 2026
M0.0	MECHANICAL TITLE SHEET	May 26, 2026
M1.1	FIRE STATION DEMOLITION PLAN	May 19, 2026
M1.2	CITY HALL DEMOLITION PLAN	May 1, 2026

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M2.1	FIRE STATION PLUMBING PLAN	May 26, 2026
M3.1	FIRE STATION MECHANICAL AND ROOF PLAN	May 26, 2026
M3.2	CITY HALL NEW PLANS	May 1, 2026
M3.3	CITY HALL GARAGE ALTERNATE #1	May 26, 2026
M4.0	MECHANICAL DETAILS	May 1, 2026
M4.1	MECHANICAL DETAILS	May 1, 2026
M4.2	MECHANICAL DETAILS	May 1, 2026
M4.3	PLUMBING RISERS	May 19, 2026
M4.4	PLUMBING RISERS	May 19, 2026
M5.0	SCHEDULES	May 26, 2026
M5.1	SCHEDULES	May 26, 2026
E0.00	ELECTRICAL SYMBOLS AND ABBREVIATIONS	May 1, 2026
E0.02	ELECTRICAL SITE PLAN	May 1, 2026
E0.12a	MAIN LEVEL DEMOLITION PLAN- NEW CITY HALL	May 1, 2026
E0.12b	MAIN LEVEL DEMOLITION PLAN- FIRE STATION	May 26, 2026
E1.11a	MAIN LEVEL LIGHTING PLAN- NEW CITY HALL	May 26, 2026
E1.11b	MAIN LEVEL LIGHTING PLAN- FIRE STATION	May 26, 2026
E1.11c	MAIN LEVEL LIGHTING PLAN- GARAGE	May 1, 2026
E2.11a	MAIN LEVEL POWER PLAN- NEW CITY HALL	May 19, 2026
E2.11b	MAIN LEVEL POWER PLAN- FIRE STATION	May 26, 2026
E2.11c	MAIN LEVEL POWER PLAN- GARAGE	May 1, 2026
E3.11a	MAIN LEVEL SYSTEMS PLAN- NEW CITY HALL	May 1, 2026
E3.11b	MAIN LEVEL SYSTEMS PLAN- FIRE STATION	May 1, 2026
E3.11c	MAIN LEVEL SYSTEMS PLAN- GARAGE	May 1, 2026
E4.01	ROOF PLAN ELECTRICAL- FIRE STATION	May 1, 2026
E5.00	EXISTING ONE LINE DIAGRAM	May 26, 2026
E5.01	REMODEL ONE-LINE DIAGRAM	May 26, 2026
E6.00	ELECTRICAL SCHEDULES	May 26, 2026
E6.02	MOTOR SCHEDULE	May 26, 2026
E6.10	PANEL SCHEDULE	May 26, 2026
E7.01	ELECTRICAL DETAILS	May 1, 2026
E7.02	ELECTRICAL DETAILS	May 1, 2026
E7.10	ELECTRICAL DETAILS- SYSTEMS	May 1, 2026
E7.11	ELECTRICAL DETAILS- SYSTEMS	May 1, 2026
E7.12	ELECTRICAL DETAILS- SYSTEMS	May 1, 2026
TA0.00	AV COVER PAGE	May 1, 2026
TA0.01	AV SYMBOL SCHEDULE	May 1, 2026
TA4.00	AV TYPICAL DETAILS	May 1, 2026
TA4.01	AV TYPICAL DETAILS	May 1, 2026
TA6.00	AV SIGNAL FLOWS	May 1, 2026
TA6.01	AV SIGNAL FLOWS	May 1, 2026
TA6.02	AV SIGNAL FLOWS	May 1, 2026

.6 Specifications

Section	Title	Date
Division 00	Procurements and Contracting Requirements	May 1, 2026
Division 01	General Requirements	May 1, 2026
Division 02	Existing Conditions	May 1, 2026
Division 03	Concrete	May 1, 2026
Division 04	Masonry	May 1, 2026
Division 05	Metals	May 1, 2026
Division 06	Wood, Plastics, and Composites	May 1, 2026
Division 07	Thermal and Moisture Protections	May 1, 2026
Division 08	Openings	May 1, 2026
Division 09	Finishes	May 1, 2026
Division 10	Specialties	May 1, 2026
Divisions 11	Not Used	

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Division 12	Furnishings	May 1, 2026
Divisions 13-20	Not Used	May 1, 2026
Division 21	Fire Suppression	May 1, 2026
Division 22	Plumbing	May 1, 2026
Division 23	Heating, Ventilating, & Air Conditioning (HVAC)	May 1, 2026
Divisions 24-25	Not Used	May 1, 2026
Division 26	Electrical	May 1, 2026
Division 27	Communications	May 1, 2026
Division 28	Electronic Safety and Security	May 1, 2026
Division 29-30	Not Used	May 1, 2026
Division 31	Earthwork	May 1, 2026
Division 32	Exterior Improvements	May 1, 2026
Division 33	Utilities	May 1, 2026
Division 34	Transportation	May 1, 2026
Divisions 35-49	Not Used	May 1, 2026

.7 Addenda, if any:

Number	Date	Pages
One (1)	May 19, 2026	76
Two (2)	May 26, 2026	180

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.8 Other Exhibits:

[ ]

(Paragraphs deleted)

Supplementary and other Conditions of the Contract:

Document	Title	Date
00 01 01	Project Title Page	May 1, 2026
00 01 03	Project Directory	May 1, 2026
00 01 05	Certifications Page	May 1, 2026
00 01 10	Table of Contents	May 1, 2026
00 11 10	Advertisement for Bids	May 1, 2026
00 21 00	Instructions to Bidders	May 1, 2026
00 31 32	Geotechnical Data	May 1, 2026
00 41 00	Online Bidding Instructions	May 1, 2026
00 41 00	Contractor Affidavit	May 1, 2026
00 51 10	List of Contract Forms	May 1, 2026
00 72 00	General Conditions	May 1, 2026

(Paragraphs deleted)

.9 Other documents, if any, listed below:

N/A

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This Agreement is entered into as of the day and year first written above.

City of Wyoming	ENDURANCE EXTERIORS
	Signed by: Tyler Buffie 0D61C26029CC463...
OWNER *(Signature)*	**CONTRACTOR** *(Signature)*
Robb Linwood Assistant City Administrator	Tyler Buffie President
(Printed name and title)	*(Printed name and title)*

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Docusign Envelope ID: D4E1BD1B-9E6F-8CD0-82DA-B981D90D1823

KRAUS-ANDERSON®

Kraus-Anderson Construction Company
501 South Eighth Street, Minneapolis, MN 55404

June 19, 2026

Mr. Tyler Buffie
Endurance Exteriors
4151 Rice Street
Shoreview, MN 55126

RE: Wyoming Fire Station and City Hall
Wyoming, MN

Dear Mr. Buffie:

We are pleased to confirm that you have been awarded the Work Scope 07H Roofing Contract for the above project. We look forward to working with you and we anticipate the timely and successful completion of this project.

To properly start the project, we invite your careful review of various requirements, including the provisions of Division 1-General Requirements of the project specifications. Your cooperation in the prompt completion of submittals and other General Conditions items will expedite the work and will be appreciated. We are concerned that requests for payment are not delayed pending receipt of required submittals. We comment on some of these matters herein, which can serve as a checklist.

1) Contract Information:

Contract Form: AIA Document A132/CMa, 2019 Edition

Contract Amount: $504,957.00

Contract Date: June 17, 2026

Owner: City of Wyoming
26885 Forest Blvd, PO Box 188
Wyoming, MN 55092

Project Identification: Wyoming Fire Station and City Hall
26885 Forest Blvd, Wyoming, MN 55092

Architect: Wold Architects & Engineers

Construction Manager: Kraus-Anderson® Construction Company

2) Contract: The proposed Contract is enclosed for your review and execution. After signing, return both copies to this office. We will return one fully executed copy to you.

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3) Notice to Proceed: On behalf of the Owner and Construction Manager, this letter shall serve as your "Notice to Proceed." However, do not start work at the site until proper insurance evidence has been provided and the work coordinated with the Owner's Construction Manager.

4) Permits: The Owner will provide the project building permit.

5) Performance Bond and Payment Bond: Submit one copy of required bonds to this office before starting work at the site. Refer to the General Conditions for bond specifications.

6) Insurance: Submit one copy of required insurance evidence to this office before starting work at the site. Refer to the General Conditions for insurance specifications (**see attached Insurance Requirements**).

7) Schedule of Values: Submit detailed breakdown within 10 days, with labor and material shown separately for each line item. Breakdown should be on AIA Request for Payment forms, G732/CMa and G703.

8) Request for Payment: Email one pdf of the request for payment on AIA Forms G732/CMa and G703 to accounting@krausanderson.com. The cost breakdown must be accepted before any request for payment will be considered. No payment will be made until materials are delivered to the site and work at the site has commenced.

   Contractors **must** submit to Kraus-Anderson **within 10 days** after award of the Contract the following documents:

   1) Signed Contracts.
   2) Performance and Payment Bonds.
   3) Insurance Certificate (Need before any on-site work can begin).
   4) Necessary Licenses and Permits.
   5) Shop Drawings.

   NOTE: Applications for Payment will not be processed for those Contractors who have not submitted (and have been approved) the above information.

9) Completion: Time is an essential condition of the Contract and the substantial and final completion dates must be adhered to as specified in the documents. We look forward to continuous and timely progress so the project is completed within the contract time.

10) Contractor's Construction Schedule: Coordinate with your subcontractors and submit a progress schedule for the project within 14 days. Copies of the schedule showing actual progress are to be submitted monthly with the request for payment. Scheduling of the work will be coordinated with the Owner's Construction Manager.

11) Record Set of Drawings: A complete set is to be maintained at the job site to record all changes.

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12) Samples and Tests: All samples and tests noted or specified will be required, and must be taken or provided in sufficient time for evaluation of reports prior to proceeding with subsequent work. Coordinate with the Owner's testing laboratory as required by the project specifications.

13) Shop Drawings: Refer to Section 01 2100 – Instructions to Bidders and 013 300 - Submittals of the Project Manual. You should receive an invite to Autodesk, please accept, and upload your submittals.

14) Drawings and Specifications: An electronic supply has been, or will be, forwarded to you upon request. We will issue only to you as the Prime Contractor for your distribution to your subcontractors.

We urge that all orders for materials be placed promptly after the review of the list of subcontractors and materials and that subcontractors also place their orders promptly. It will be your responsibility to confirm the timely placement of orders, including those by subcontractors, to insure materials are available when needed to meet the schedule. We advise we will not accept substitutions of materials because of alleged non-availability when orders have been delayed.

We advise of the following staff members to contact regarding the project:

Rachael Oelke	Project Manager
TBD	Project Superintendent
Laurie Fronk	Project Coordinator
Dana Schlegel	Project Accountant
Anne Grubish	Risk Manager (Insurance)

We are most interested in expediting the project to successful completion at the earliest possible date with a prompt and complete project closeout. Should you have any questions on the work, we will welcome your contacting us.

Very truly yours,

KRAUS-ANDERSON® CONSTRUCTION COMPANY

Rachael Oelke

Rachael Oelke
Project Manager

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INSURANCE REQUIREMENTS
FOR
Wyoming Fire Station and City Hall

****Refer to Insurance Specifications in Bid Documents for further information**
Please have your insurance company issue a Certificate of Insurance using the guidelines outlined below. The Certificate is to be sent to Kraus-Anderson Construction Company for approval. Address: 501 South 8th Street, Minneapolis MN 55404 or email to subSinsurance@krausanderson.com .

☒ Certificate Holder:
Owner: City of Wyoming c/o Kraus-Anderson Construction
Address: 501 South 8th Street, Minneapolis MN 55404

☒ Project Name:
Name of Project: Wyoming Fire Station and City Hall
KA Project #: 2610097

☒ Additional Insured & Wording:
Owner: City of Wyoming
Construction Manager: Kraus-Anderson® Construction Company
Architect: Wold Architects & Engineers
Kraus-Anderson® Construction Company, City of Wyoming, and Wold Architects & Engineers are additional insureds for ongoing operations and completed operations, as set forth in the contract, under the Commercial General Liability coverage as pertains to the contract for this Project with City of Wyoming. Such insurance is primary insurance without recourse to or contribution from any similar insurance carried by Kraus-Anderson® Construction Company, City of Wyoming, & Wold Architects & Engineers and/or other persons that are named as additional insureds.

☒ Cancellation: 30 days written notice for cancellation
Include the following language in the "Description of Operations/Special Provisions" fill-in box at the bottom of the certificate: "Kraus-Anderson Construction Company, as an additional insured, shall be provided with 30-days' prior written notice (or such shorter period required by applicable law, if any) should any of the above policies be canceled or materially changed, as set forth in the contract."

☒ General Liability Limits:

General Aggregate	**$2,000,000**
Products/Completed Operations Aggregate	**$2,000,000**
Personal Injury	**$2,000,000**
Each Occurrence	**$2,000,000**

☒ Automobile Liability Limits:
Comprehensive Automobile Liability insurance including owned, hired and non-owned vehicles with limits of **$1,000,000.**

☒ Worker's Compensation and Employer's Liability:
The box "Included" should be checked.

Each Accident:	**$100,000**
Disease- Policy Limit	**$500,000**
Disease - Each Employee	**$100,000**

☒ Umbrella Excess Liability: **may be used to achieve limits listed above**

Professional Design Liability: **If a contractor is required to provide professional services as part of the work, $1,000,000 limit per occurrence policy is required**

Pollution Liability: **If the work involves the transport, dissemination, use or release of pollutants or hazardous materials, $1,000,000 limit per occurrence policy is required**

Reviewed by: Anne Grubish

AIA® Document A312™ – 2010

Performance Bond

Bond Number: 190062331

CONTRACTOR:
(Name, legal status and address)
Endurance Exteriors
4151 Rice Street
Shoreview, MN 55126

SURETY:
(Name, legal status and principal place of business)
The Ohio Casualty Insurance Company
175 Berkeley Street
Boston, MA 02116

OWNER:
(Name, legal status and address)
City of Wyoming
26885 Forest Blvd.
PO Box 188
Wyoming, MN 55092

CONSTRUCTION CONTRACT
Date: June 17, 2026

Amount: Five Hundred Four Thousand Nine Hundred Fifty-seven & 00/100 ($504,957.00)

Description:
(Name and location)
Wyoming Fire Station and City Hall
Complete Work Scope 07H Roofing
Wyoming, Minnesota

BOND
Date: June 25, 2026
(Not earlier than Construction Contract Date)

Amount: Five Hundred Four Thousand Nine Hundred Fifty-seven & 00/100 ($504,957.00)

Modifications to this Bond: ☑ None ☐ See Section 16

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

AIA Document A312–2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

CONTRACTOR AS PRINCIPAL
Company: *(Corporate Seal)*
Endurance Exteriors

Signature: _____
Name and Title:

SURETY
Company: *(Corporate Seal)*
The Ohio Casualty Insurance Company

Signature: _____
Name and Title: Mary Jo Dingwall, Attorney-in-Fact

(Any additional signatures appear on the last page of this Performance Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or **BROKER:**
Kraus-Anderson Insurance Agency, Inc.
420 Gateway Boulevard
Burnsville, MN 55337
952-707-8200

OWNER'S REPRESENTATIVE:
(Architect, Engineer or other party:)
Kraus-Anderson Construction Company
501 South Eighth Street
Minneapolis, MN 55404

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§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

.1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;

.2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and

.3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

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§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

.1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

.2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and

.3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

§ 14.1 Balance of the Contract Price. The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 Contractor Default. Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

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§ 16 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL		**SURETY**	
Company:	*(Corporate Seal)*	Company:	*(Corporate Seal)*
Signature:		Signature:	
Name and Title:		Name and Title:	
Address		Address	

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

AIA® Document A312™ – 2010

Payment Bond

Bond Number: 190062331

CONTRACTOR:
(Name, legal status and address)
Endurance Exteriors
4151 Rice Street
Shoreview, MN 55126

SURETY:
(Name, legal status and principal place of business)
The Ohio Casualty Insurance Company
175 Berkeley Street
Boston, MA 02116

OWNER:
(Name, legal status and address)
City of Wyoming
26885 Forest Blvd.
PO Box 188
Wyoming, MN 55092

CONSTRUCTION CONTRACT
Date: June 17, 2026

Amount: Five Hundred Four Thousand Nine Hundred Fifty-seven & 00/100 ($504,957.00)

Description:
(Name and location)
Wyoming Fire Station and City Hall
Complete Work Scope 07H Roofing
Wyoming, Minnesota

BOND
Date: June 25, 2026
(Not earlier than Construction Contract Date)

Amount: Five Hundred Four Thousand Nine Hundred Fifty-seven & 00/100 ($504,957.00)

Modifications to this Bond: ☑ None ☐ See Section 18

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

AIA Document A312–2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

CONTRACTOR AS PRINCIPAL
Company: *(Corporate Seal)*
Endurance Exteriors

Signature:
Name and Title:

SURETY
Company: *(Corporate Seal)*
The Ohio Casualty Insurance Company

Signature: Mary Jo Dingwall
Name and Title: Mary Jo Dingwall, Attorney-in-Fact

(Any additional signatures appear on the last page of this Payment Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or **BROKER:**
Kraus-Anderson Insurance Agency, Inc.
420 Gateway Boulevard
Burnsville, MN 55337
952-707-8200

OWNER'S REPRESENTATIVE:
(Architect, Engineer or other party:)
Kraus-Anderson Construction Company
501 South Eighth Street
Minneapolis, MN 55404

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§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

.1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and

.2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

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§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- **.1** the name of the Claimant;
- **.2** the name of the person for whom the labor was done, or materials or equipment furnished;
- **.3** a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- **.4** a brief description of the labor, materials or equipment furnished;
- **.5** the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- **.6** the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- **.7** the total amount of previous payments received by the Claimant; and
- **.8** the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

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§ 16.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL		**SURETY**	
Company:	*(Corporate Seal)*	Company:	*(Corporate Seal)*
Signature:		Signature:	
Name and Title:		Name and Title:	
Address		Address	

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

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LIMITED LIABILITY COMPANY ACKNOWLEDGEMENT

STATE OF Minnesota)
COUNTY OF Dakota)

On this 25th day of June, 20 26, before me personally appeared Tyler Buffie to me known, who is being by me duly sworn, did depose and say that he/she resides in Minnetonka, Minnesota and that he/she is a member, manager, or officer of the limited liability company of Endurance Exteriors and that he/she is duly authorized to execute the foregoing instrument in the name of and for the limited liability company.

MATTHEW SCHMIDT
Notary Public
Minnesota
My Commission Expires 1/31/2028

(Notarial Seal)

Matthew Schmidt

Notary Public, Hennepin
County, Minnesota
My Commission Expires January 31, 2028

CORPORATE ACKNOWLEDGEMENT

STATE OF)
COUNTY OF)

On this _____ day of _____, 20 ____, before me personally appeared _____ to me known, who is being by me duly sworn, did depose and say that he/she resides in _____ and that he/she is the _____ of the _____ corporation described in, and which executed the foregoing instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that is was so affixed by order of the board of directors of said corporation; and that he signed his/her name thereto by like order.

_____
Notary Public, _____
County, _____
My Commission Expires _____

(Notarial Seal)

ACKNOWLEDGEMENT OF CORPORATE SURETY

STATE OF Minnesota)
COUNTY OF Dakota)

On this 25th day of June, 20 26, before me personally appeared Mary Jo Dingwall to me known, who is being by me duly sworn, did depose that he/she is the aforesaid officer or attorney in fact of the The Ohio Casualty Insurance Company, a corporation; that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by the aforesaid officer, by authority of its board of directors, and the aforesaid officer acknowledged said instrument to be the free act and deed of said corporation.

MATTHEW SCHMIDT
Notary Public
Minnesota
My Commission Expires 1/31/2028

(Notarial Seal)

Matthew Schmidt

Notary Public, Hennepin
County, Minnesota
My Commission Expires January 31, 2028

Liberty Mutual SURETY

POWER OF ATTORNEY

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8215309-986896

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Daniel A. Kampf; Jonathon Diessner; Mark N. Kampf; Mary Jo Dingwall; Matthew Schmidt; Rocklyn C. Bullis; Thomas M. Reuder

all of the city of Burnsville state of MN each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 23rd day of December, 2025.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: _____
Nathan J. Zangerle, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 23rd day of December, 2025 before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2029
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 25th day of June, 2026.

By: _____
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

LMS-12873 LMIC OCIC WAIC Multi Co 02/24

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/6/2026

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

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

PRODUCER	CONTACT NAME: April Schnegelberger	
WIESSNER AGENCY 250 S HAMLINE AVE SAINT PAUL MN 55105	PHONE (A/C, No, Ext): (651) 698-0771	FAX (A/C, No):
	E-MAIL ADDRESS: April@wiessneragency.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Western World Insurance	
INSURED Endurance Elite LLC dba Endurance Exteriors 4151 RICE ST SHOREVIEW MN 55126-6261	INSURER B : Progressive - United Financial Casualty Company	
	INSURER C : Kinsale Insurance Company	
	INSURER D :	
	INSURER E :	
	INSURER F :	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	Y		NPP6217717	09/01/2025	09/01/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Professional Liability	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ included
B	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [X] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			869883298	02/19/2026	02/19/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
C	[ ] UMBRELLA LIAB [X] OCCUR [X] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			0100427315-0	02/02/2026	09/01/2026	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		Cert to Follow- Superior Point			[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $

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

Holder: City of Wyoming c/o Kraus-Anderson Construction - Project 2610097
RE: Project: Wyoming Fire Station & City Hall 26885 Forest Blvd Wyoming, MN 55092.
Kraus-Anderson Construction Company, City of Wyoming, and World Architects & Engineers are additional insured on a primary non-contributory basis as respects the general liability policy where required by written contact, subject to policy terms and conditions.
Waiver of subrogation applies in favor of the additional insured as respects the [insert line of business] policy where required by written contact, subject to policy terms & conditions
30-day notice of cancellation applied (10 days for non-payment) where required by written contract, subject to policy terms & conditions

CERTIFICATE HOLDER

City of Wyoming c/o Kraus Anderson Construction
501 South 8th St
Minneapolis MN 55404

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

April Schnegelberger

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ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/06/2026

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

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

PRODUCER	Wiessner Insurance Agency Inc 250 Hamline Ave S Saint Paul, MN 55105-2403 (651) 222-6123	**CONTACT NAME:**	Superior Point
		PHONE (A/C, No, Ext):	1-877-256-1411 **FAX (A/C, No):** 1-800-941-1169
		E-MAIL ADDRESS:	arp@superiorpoint.com
		INSURER(S) AFFORDING COVERAGE	**NAIC #**
		INSURER A :	MWCARP c/o Superior Point
INSURED	Endurance Elite LLC DBA Endurance Exteriors 11050 Red Circle Dr #686 Minnetonka, MN 55343-9120	**INSURER B :**	
		INSURER C :	
		INSURER D :	
		INSURER E :	
		INSURER F :	

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

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. *LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. LIMITS SHOWN ARE INCLUSIVE OF AMOUNTS REQUESTED BY THE CERTIFICATE HOLDER AND MAY NOT REFLECT POLICY LIMIT AMOUNTS IN EXCESS OF THOSE REQUESTED. ***Not Applicable in WY**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		194699.802	06/05/2026	06/05/2027	☑ PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	$ $1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ $1,000,000
							E.L. DISEASE - POLICY LIMIT	$ $1,000,000

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

Special provision: WC 00 03 08. Partners, Officers, and Others Exclusion Endorsement is attached to the policy. An owner/officer/other has rejected coverage.

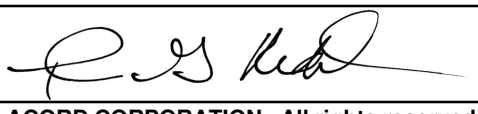
CERTIFICATE HOLDER

City of Wyoming c/o Kraus-Anderson Const
501 S 8th St
Minneapolis, MN 55404-1030

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



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WARNING NOTICE:

REGARDING WORKERS' COMPENSATION BENEFITS PAYABLE OUTSIDE OF MINNESOTA

Workers' compensation insurance policies issued by the Minnesota Workers' Compensation Assigned Risk Plan **DO NOT** provide coverage for workers' compensation benefits to injured employees which you are obligated to provide under the workers' compensation laws of any other state.

This policy only covers lawful claims for workers' compensation benefits allowed under Minnesota law. This policy **DOES NOT** provide coverage for your workers' compensation liability to injured employees that work outside of Minnesota, and who are not entitled to receive benefits under Minnesota's workers' compensation law.

This policy also **DOES NOT** cover your workers' compensation liability under another state's workers' compensation law if your injured employee elects to receive benefits under that other state's workers' compensation law in lieu of receiving workers' compensation benefits payable under Minnesota law.

This policy **DOES** provide coverage under Minnesota's workers' compensation law for benefits to your injured employees who regularly perform their primary duties of employment within Minnesota but who are injured outside of this state, as required by Minn. Stat. §176.041, subd. 2-4 (2009).

Coverage for out of state employees can be complicated. If you do business outside Minnesota, employ persons that perform work outside Minnesota or have any question regarding what benefits are provided to your employees by Minnesota's workers' compensation law, you should consult your insurance agent or other knowledgeable professionals regarding your obligations in this area.

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AIA DOCUMENT G703 - CONTINUATION SHEET

Schedule of Values | Wyoming Fire Station and City Hall - Work Scope 07-H Roofing

Project Location: Fire Station (26885 Forest Blvd) - All Work Scope 07-H items per Contract Drawings A2.095 & A5.101 are located at the Fire Station building. No City Hall scope under this Contract (Alternate No. 1 - City Hall Garage - not accepted; see Agreement Sec. 4.2.2.2).

Application No.: 1
Period To: 6/21/2026
Contractor: Endurance Exteriors
Contract Date: 6/17/2026
Owner: City of Wyoming
Contract For: WS 07-H Roofing
Construction Manage Kraus-Anderson Construction Company
KA Project No.: 2610097

Retainage: 5.0% *(per Agreement Sec. 5.1.7.1)*

Item No.	Description of Work	Labor	Material	Scheduled Value (C+D)	Work Completed From Previous Application	Work Completed This Period	Materials Presently Stored	Total Completed & Stored to Date	%	Balance to Finish	Retainage
1	Demolition - Section 02 4100	$8,566.56	$15,135.03	$23,701.59	-	-	-	-	0.0%	$23,701.59	-
2	Rough Carpentry / Wood Blocking - Section 06 1053	$12,887.89	$26,321.58	$39,209.47	-	-	-	-	0.0%	$39,209.47	-
3	EPDM Membrane Roofing - Section 07 5300	$70,655.40	$224,078.07	$294,733.47	-	-	-	-	0.0%	$294,733.47	-
4	Sheet Metal Coping and Flashing - Section 07 6200	$17,467.25	$37,438.54	$54,905.79	-	-	-	-	0.0%	$54,905.79	-
5	Roof Accessories - Section 07 7200	$2,189.10	$11,060.57	$13,249.67	-	-	-	-	0.0%	$13,249.67	-
6	Rainscreen ACM Wall Panels - Section 07 4213.23	$5,467.06	$10,480.12	$15,947.18	-	-	-	-	0.0%	$15,947.18	-
7	Mobilization & General Conditions	$11,312.19	$20,229.84	$31,542.03	-	-	-	-	0.0%	$31,542.03	-
8	Bonding	-	$21,667.81	$21,667.81	-	-	-	-	0.0%	$21,667.81	-
9	Unforeseen Scope/Conditions Allowance	-	$10,000.00	$10,000.00	-	-	-	-	0.0%	$10,000.00	-
	GRAND TOTAL	**$128,545.44**	**$376,411.56**	**$504,957.00**	**-**	**-**	**-**	**-**	**0.0%**	**$504,957.00**	**-**

Check: Scheduled Value Total = Contract Sum? *OK*

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See ***Specific Instructions*** on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

Endurance Elite

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☑ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . S

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

5 Address (number, street, and apt. or suite no.). See instructions.

4151 Rice Street

6 City, state, and ZIP code

Shoreview, MN 55126

Requester's name and address (optional)

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–		–				

or

Employer identification number

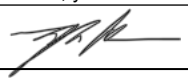
9	3	–	3	3	0	7	7	0	7

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here **Signature of U.S. person**  **Date** 6/24/2026

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

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must obtain your correct taxpayer identification number (TIN), which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid).
- Form 1099-DIV (dividends, including those from stocks or mutual funds).
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds).
- Form 1099-NEC (nonemployee compensation).
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers).
- Form 1099-S (proceeds from real estate transactions).
- Form 1099-K (merchant card and third-party network transactions).
- Form 1098 (home mortgage interest), 1098-E (student loan interest), and 1098-T (tuition).
- Form 1099-C (canceled debt).
- Form 1099-A (acquisition or abandonment of secured property).

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

Caution: If you don't return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued);

2. Certify that you are not subject to backup withholding; or

3. Claim exemption from backup withholding if you are a U.S. exempt payee; and

4. Certify to your non-foreign status for purposes of withholding under chapter 3 or 4 of the Code (if applicable); and

5. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting is correct. See *What Is FATCA Reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding. Payments made to foreign persons, including certain distributions, allocations of income, or transfers of sales proceeds, may be subject to withholding under chapter 3 or chapter 4 of the Code (sections 1441–1474). Under those rules, if a Form W-9 or other certification of non-foreign status has not been received, a withholding agent, transferee, or partnership (payor) generally applies presumption rules that may require the payor to withhold applicable tax from the recipient, owner, transferor, or partner (payee). See Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities.

The following persons must provide Form W-9 to the payor for purposes of establishing its non-foreign status.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the disregarded entity.
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the grantor trust.
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust and not the beneficiaries of the trust.

See Pub. 515 for more information on providing a Form W-9 or a certification of non-foreign status to avoid withholding.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person (under Regulations section 1.1441-1(b)(2)(iv) or other applicable section for chapter 3 or 4 purposes), do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515). If you are a qualified foreign pension fund under Regulations section 1.897(l)-1(d), or a partnership that is wholly owned by qualified foreign pension funds, that is treated as a non-foreign person for purposes of section 1445 withholding, do not use Form W-9. Instead, use Form W-8EXP (or other certification of non-foreign status).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a saving clause. Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if their stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first Protocol) and is relying on this exception to claim an exemption from tax on their scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include, but are not limited to, interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third-party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester;

2. You do not certify your TIN when required (see the instructions for Part II for details);

3. The IRS tells the requester that you furnished an incorrect TIN;

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only); or

5. You do not certify to the requester that you are not subject to backup withholding, as described in item 4 under "*By signing the filled-out form*" above (for reportable interest and dividend accounts opened after 1983 only).

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Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier.

What Is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all U.S. account holders that are specified U.S. persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you are no longer tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

• **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note for ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040 you filed with your application.

• **Sole proprietor.** Enter your individual name as shown on your Form 1040 on line 1. Enter your business, trade, or "doing business as" (DBA) name on line 2.

• **Partnership, C corporation, S corporation, or LLC, other than a disregarded entity.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

• **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. Enter any business, trade, or DBA name on line 2.

• **Disregarded entity.** In general, a business entity that has a single owner, including an LLC, and is not a corporation, is disregarded as an entity separate from its owner (a disregarded entity). See Regulations section 301.7701-2(c)(2). A disregarded entity should check the appropriate box for the tax classification of its owner. Enter the owner's name on line 1. The name of the owner entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, enter it on line 2.

Line 3a

Check the appropriate box on line 3a for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3a.

IF the entity/individual on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation.
• Individual or • Sole proprietorship	Individual/sole proprietor.
• LLC classified as a partnership for U.S. federal tax purposes or • LLC that has filed Form 8832 or 2553 electing to be taxed as a corporation	Limited liability company and enter the appropriate tax classification: P = Partnership, C = C corporation, or S = S corporation.
• Partnership	Partnership.
• Trust/estate	Trust/estate.

Line 3b

Check this box if you are a partnership (including an LLC classified as a partnership for U.S. federal tax purposes), trust, or estate that has any foreign partners, owners, or beneficiaries, and you are providing this form to a partnership, trust, or estate, in which you have an ownership interest. You must check the box on line 3b if you receive a Form W-8 (or documentary evidence) from any partner, owner, or beneficiary establishing foreign status or if you receive a Form W-9 from any partner, owner, or beneficiary that has checked the box on line 3b.

Note: A partnership that provides a Form W-9 and checks box 3b may be required to complete Schedules K-2 and K-3 (Form 1065). For more information, see the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

If you are required to complete line 3b but fail to do so, you may not receive the information necessary to file a correct information return with the IRS or furnish a correct payee statement to your partners or beneficiaries. See, for example, sections 6698, 6722, and 6724 for penalties that may apply.

Line 4 Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

• Generally, individuals (including sole proprietors) are not exempt from backup withholding.

• Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.

• Corporations are not exempt from backup withholding for payments made in settlement of payment card or third-party network transactions.

• Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space on line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2).

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2—The United States or any of its agencies or instrumentalities.

3—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities.

5—A corporation.

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or territory.

7—A futures commission merchant registered with the Commodity Futures Trading Commission.

8—A real estate investment trust.

9—An entity registered at all times during the tax year under the Investment Company Act of 1940.

10—A common trust fund operated by a bank under section 584(a).

11—A financial institution as defined under section 581.

12—A middleman known in the investment community as a nominee or custodian.

13—A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
• Interest and dividend payments	All exempt payees except for 7.
• Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
• Barter exchange transactions and patronage dividends	Exempt payees 1 through 4.
• Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 5.[2]
• Payments made in settlement of payment card or third-party network transactions	Exempt payees 1 through 4.

[1] See Form 1099-MISC, Miscellaneous Information, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) entered on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37).

B—The United States or any of its agencies or instrumentalities.

C—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i).

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i).

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state.

G—A real estate investment trust.

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940.

I—A common trust fund as defined in section 584(a).

J—A bank as defined in section 581.

K—A broker.

L—A trust exempt from tax under section 664 or described in section 4947(a)(1).

M—A tax-exempt trust under a section 403(b) plan or section 457(g) plan.

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, enter "NEW" at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have, and are not eligible to get, an SSN, your TIN is your IRS ITIN. Enter it in the entry space for the Social security number. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at *www.SSA.gov*. You may also get this form by calling 800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/EIN*. Go to *www.irs.gov/Forms* to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to *www.irs.gov/OrderForms* to place an order and have Form W-7 and/or Form SS-4 mailed to you within 15 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and enter "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, you will generally have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon. See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier, for when you may instead be subject to withholding under chapter 3 or 4 of the Code.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

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Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third-party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account[1]
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor[2]
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee[1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner[1]
6. Sole proprietorship or disregarded entity owned by an individual	The owner[3]
7. Grantor trust filing under Optional Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))**	The grantor*
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity[4]
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing Form 1041 or under the Optional Filing Method 2, requiring Form 1099 (see Regulations section 1.671-4(b)(2)(i)(B))**	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name on line 1, and enter your business or DBA name, if any, on line 2. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

* **Note:** The grantor must also provide a Form W-9 to the trustee of the trust.

** For more information on optional filing methods for grantor trusts, see the Instructions for Form 1041.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information, such as your name, SSN, or other identifying information, without your permission to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax return preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity, or a questionable credit report, contact the IRS Identity Theft Hotline at 800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

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Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 877-777-4778 or TTY/TDD 800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 800-366-4484. You can forward suspicious emails to the Federal Trade Commission at *spam@uce.gov* or report them at *www.ftc.gov/complaint*. You can contact the FTC at *www.ftc.gov/idtheft* or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see *www.IdentityTheft.gov* and Pub. 5027.

Go to *www.irs.gov/IdentityTheft* to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and territories for use in administering their laws. The information may also be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payors must generally withhold a percentage of taxable interest, dividends, and certain other payments to a payee who does not give a TIN to the payor. Certain penalties may also apply for providing false or fraudulent information.

AIA® Document A132® – 2019

Standard Form of Agreement Between Owner and Contractor, *Construction Manager as Adviser Edition*

AGREEMENT made as of the 17th of June in the year 2026

BETWEEN the Owner:

City of Wyoming
26885 Forest Blvd
PO Box 188
Wyoming, MN 55092

and the Contractor:

Falcon Mechanical, Inc.
190 3rd Street South
PO Box 310
Dassel, MN 55325

for the following Project:

Wyoming Fire Station and City Hall
26885 Forest Blvd
Wyoming, MN 55092

The Construction Manager:

Kraus-Anderson ® Construction Company
501 South Eighth Street
Minneapolis, MN 55404

The Architect:

Wold Architects & Engineers
50 South 6th Street, Suite 2250
Minneapolis, MN 55402

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with AIA Documents A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition; B132™–2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition; and C132™–2019, Standard Form of Agreement Between Owner and Construction Manager as Adviser. AIA Document A232™–2019 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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/
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9 ENUMERATION OF CONTRACT DOCUMENTS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than Modifications, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

Complete Work Scope 23B Combined Mechanical per plans, specifications and addenda enumerated herein.

ARTICLE 3 DATE OF COMMENCEMENT AND DATES OF SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:
(Paragraph deleted)

[X] Established as follows:

*(Paragraphs deleted)*On or about [August 3, 2026], but within 5 days of notice to proceed as directed by the Construction Manager.

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

(Table deleted)
(Paragraphs deleted)

§ 3.4 When the Work of this Contract, or any Portion Thereof, is Substantially Complete

§ 3.4.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall substantially complete the entire Work of this Contract:

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[X] By the following date: June 10, 2027

§ 3.4.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work of this Contract are to be substantially complete prior to when the entire Work of this Contract shall be substantially complete, the Contractor shall substantially complete such portions by the following dates:

Portion of Work	Date to be substantially complete

§ 3.4.3 If the Contractor fails to substantially complete the Work of this Contract, or portions thereof, as provided in this Section 3.4, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be one of the following:

[X] Stipulated Sum, in accordance with Section 4.2 below

(Paragraph deleted)

§ 4.2 Stipulated Sum

§ 4.2.1 The Contract Sum shall be One Million Three Hundred Thousand Nine Hundred Dollars and No 00/100 ($1,309,000.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2.2 Alternates

§ 4.2.2.1 Alternates, if any, included in the Contract Sum:

(Table deleted)

§ 4.2.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.

(Paragraph deleted)

Item	Price	Conditions for Acceptance
N/A	N/A	

§ 4.2.3 Allowances, if any, included in the Contract Sum:

(Paragraph deleted)

Item	Price
Labor & Material	$10,000.00

§ 4.2.4 Unit prices, if any:

(Paragraph deleted)

Item	Units and Limitations	Price per Unit
N/A	N/A	N/A

§ 4.3 NOT USED

(Paragraph deleted)
(Table deleted)
(Paragraphs deleted)

§ 4.4 NOT USED

(Paragraphs deleted)
(Table deleted)
(Paragraphs deleted)
(Table deleted)
(Paragraphs deleted)

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(Table deleted)
(Paragraphs deleted)
(Table deleted)
(Paragraphs deleted)
§ 4.5 Liquidated damages, if any:

N/A

§ 4.6 Other:

N/A

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Construction Manager by the Contractor, and Certificates for Payment issued by the Construction Manager and Architect, the Owner shall make progress payments on account of the Contract Sum, to the Contractor, as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month.

§ 5.1.3 Provided that an Application for Payment is received by the Construction Manager not later than the 25th day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the last day of the following month. If an Application for Payment is received by the Construction Manager after the application date fixed above, such Application for Payment will be processed with the next month's Application for Payment.

§ 5.1.4 Progress Payments Where the Contract Sum is Based on a Stipulated Sum

§ 5.1.4.1 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Construction Manager and Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.4.2 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.4.3 In accordance with AIA Document A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.4.3.1 The amount of each progress payment shall first include:

- **.1** That portion of the Contract Sum properly allocable to completed Work;
- **.2** That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- **.3** That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.4.3.2 The amount of each progress payment shall then be reduced by:

- **.1** The aggregate of any amounts previously paid by the Owner;
- **.2** The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A232–2019;
- **.3** Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;

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.4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A232–2019; and

.5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.5 NOT USED

(Paragraphs deleted)

§ 5.1.6 NOT USED

(Paragraphs deleted)

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to when the Work of this Contract is substantially complete, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

5%

§ 5.1.7.1.1 The following items are not subject to retainage:

N/A

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:

N/A

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, when the Work of this Contract is substantially complete, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted when the Work of this Contract is substantially complete shall not include retainage as follows:

(Paragraph deleted)

As set forth in the AIA A232-2019 General Conditions.

§ 5.2 Final Payment

§ 5.2.1 Final Payment Where the Contract Sum is Based on a Stipulated Sum

§ 5.2.1.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

.1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A232–2019, and to satisfy other requirements, if any, which extend beyond final payment; and

.2 a final Certificate for Payment or Project Certificate for Payment has been issued by the Architect.

§ 5.2.1.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the final Certificate for Payment or Project Certificate for Payment.

§ 5.2.2 NOT USED

(Paragraphs deleted)

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as Initial Decision Maker pursuant to Article 15 of AIA Document A232–2019, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.

Mr. Jonathan Loose

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Wold Architects & Engineers
50 South 6th Street, Suite 2250
Minneapolis, MN 55402

§ 6.2 Binding Dispute Resolution
For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A232–2019, the method of binding dispute resolution shall be as follows:

[X] Arbitration pursuant to Article 15 of AIA Document A232–2019.
(Paragraphs deleted)

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION
§ 7.1 Where the Contract Sum is a Stipulated Sum
§ 7.1.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A232–2019.

(Paragraphs deleted)
§ 7.1.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A232–2019.

§ 7.2 NOT USED

(Paragraphs deleted)
§ 7.3 Suspension
The Work may be suspended by the Owner as provided in Article 14 of AIA Document A232–2019; in such case, the Contract Sum and Contract Time shall be increased as provided in Article 14 of AIA Document A232–2019, except that the term "profit" shall be understood to mean the Contractor's Fee as described in Section 4.3.2 or 4.4.2, as applicable, of this Agreement.

ARTICLE 8 MISCELLANEOUS PROVISIONS
§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A232–2019 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:

Robb Linwood, City Administrator
City of Wyoming
26885 Forest Blvd
PO Box 188
Wyoming, MN 55092

§ 8.3 The Contractor's representative:

Laif Hendrickson, PM
laif@falconmn.com
320-894-4948

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§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in Article 11 of AIA Document A232–2019, as modified, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in Article 11 of AIA Document A232–2019, as modified , and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A232–2019, may be given in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

(Paragraph deleted)
To the email address of the Owner, Contractor, Construction Manager and Architect set forth in this Agreement.

§ 8.7 NOT USED

§ 8.8 Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

.1 AIA Document A132™–2019, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition

.2 Reserved.

.3 AIA Document A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition

.4

(Paragraphs deleted)
Reserved.

.5 Drawings

Number	Title	Date
00.00	COVER SHEET	May 19, 2026
00.01	SITE LAYOUT EXISTING CITY HALL EXHIBIT A	May 1, 2026
00.02	SITE LAYOUT PROPOSED CITY HALL EXHIBIT B	May 1, 2026
C0.01	REMOVAL PLAN- FIRE DEPARTMENT	May 26, 2026
C1.01	GRADING PLAN- FIRE DEPARTMENT	May 26, 2026
C2.01	PAVEMENT RESTORATION PLAN- FIRE DEPARTMENT	May 26, 2026
C3.01	EROSION CONTROL PLAN- FIRE DEPARTMENT	May 26, 2026
C3.02	STORM WATER POLLUTION PREVENTION PLAN	May 1, 2026
C3.03	STORM WATER POLLUTION PREVENTION PLAN	May 1, 2026
C3.04	STORM WATER POLLUTION PREVENTION PLAN	May 1, 2026
C4.01	CIVIL DETAIL SHEETS	May 1, 2026
C4.02	CIVIL DETAIL SHEETS	May 1, 2026
C5.01	TYPICAL SECTIONS	May 1, 2026
C9.01	ALTERNATE NO.1 REMOVAL PLAN- CITY HALL	May 1, 2026
C9.02	ALTERNATE NO.1 GRADING PLAN- CITY HALL	May 26, 2026
C9.03	ALTERNATE NO.1 PAVEMENT RESTORATION PLAN- CITY HALL	May 1, 2026
C9.04	ALTERNATE NO.1 EROSION CONTROL PLAN- CITY HALL	May 1, 2026
C9.05	ALTERNATE NO.1 UTILITY PLAN- CITY HALL	May 26, 2026
S0.000	TITLE SHEET	May 1, 2026
S2.01a	FIRE STATION FOOTING AND FOUNDATION PLAN	May 1, 2026

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S2.02a	FIRE STATION ROOF FRAMING PLAN	May 1, 2026
S5.201	SECTIONS AND DETAILS	May 1, 2026
S5.221	SECTIONS AND DETAILS	May 1, 2026
S6.201	SCHEDULES AND NOTES	May 1, 2026
S9.101	ALTERNATE #1- CITY HALL GARAGE FOUNDATION AND ROOF FRAMING PLANS	May 1, 2026
S9.102	ALTERNATE #1- CITY HALL GARAGE SCHEDULES, SECTIONS AND DETAILS	May 1, 2026
A0.001	CODE ANALYSIS	May 26, 2026
A0.101	CODE PLAN- COLOR	May 1, 2026
A0.201	PHASING AND FLOOR PROTECTION PLAN	May 26, 2026
A1.01a	FIRE STATION MAIN LEVEL DEMOLITION PLAN	May 26, 2026
A1.01b	CITY HALL MAIN LEVEL DEMOLITION PLAN	May 1, 2026
A1.02a	FIRE STATION SAWCUTTING PLAN	May 26, 2026
A1.02b	CITY HALL SAWCUTTING PLAN	May 1, 2026
A2.01a	FIRE STATION MAIN LEVEL FLOOR PLAN	May 26, 2026
A2.01b	CITY HALL MAIN LEVEL FLOOR PLAN	May 26, 2026
A2.095	FIRE STATION ROOF DEMOLITION PLAN AND ROOF PLAN	May 1, 2026
A2.301	FLOOR PATCHING PLAN	May 1, 2026
A2.901	OPENING TYPES	May 1, 2026
A3.01a	FIRE STATION MAIN LEVEL REFLECTED CEILING PLAN	May 26, 2026
A3.01b	CITY HALL MAIN LEVEL REFLECTED CEILING PLAN	May 1, 2026
A4.101	DETAILS- GENERAL- SYMBOLS, ABBREVIATIONS, MATERIALS	May 26, 2026
A4.105	ENLARGED PLANS- TOILETS	May 1, 2026
A4.201	VERTICAL CIRCULATION & DETAILS	May 1, 2026
A4.202	VERTICAL CIRCULATION DETAILS	May 1, 2026
A4.300a	FIRE STATION MAIN LEVEL FLOOR FINISH PLAN	May 1, 2026
A4.300b	CITY HALL MAIN LEVEL FLOOR FINISH PLAN	May 1, 2026
A4.301a	FIRE STATION SIGNAGE PLAN	May 1, 2026
A4.301b	CITY HALL SIGNAGE PLAN	May 1, 2026
A4.701	DETAILS- CONCRETE BLOCK AND METAL STUD WALL TYPES	May 26, 2026
A4.705	DETAILS- INTERIOR DETAILS	May 1, 2026
A4.708	CASEWORK ELEVATIONS	May 1, 2026
A4.711	DETAILS- CASEWORK	May 1, 2026
A4.712	DETAILS- CASEWORK	May 26, 2026
A4.801	DETAILS- INTERIOR OPENINGS	May 1, 2026
A4.901	DETAILS- INTERIOR CEILING DETAILS	May 1, 2026
A5.101	EXTERIOR ELEVATIONS	May 26, 2026
A5.201	EXTERIOR WALL SECTIONS	May 26, 2026
A5.202	EXTERIOR WALL SECTIONS	May 26, 2026
A5.401	EXTERIOR ASSEMBLIES- WALLS	May 1, 2026
A5.501	DETAILS- EXTERIOR WALL	May 1, 2026
A5.601	EXTERIOR DETAILS- OPENINGS (HOLLOW METAL) AND (STOREFRONT)	May 26, 2026
A5.611	EXTERIOR DETAILS- OPENINGS (OH DOOR)	May 1, 2026
A5.801	EXTERIOR DETAILS	May 1, 2026
A5.901	EXTERIOR DETAILS- ROOF	May 1, 2026
A6.001	DETAILS- SITE	May 1, 2026
A9.10	ALTERNATE #1- CITY HALL GARAGE- DEMOLITION PLAN	May 1, 2026
A9.11	ALTERNATE #1- CITY HALL GARAGE- FLOOR PLAN, RCP, AND ROOF PLAN	May 1, 2026
A9.12	ALTERNATE #1- CITY HALL GARAGE- EXTERIOR ELEVATIONS AND WALL SECTIONS	May 1, 2026
A9.13	ALTERNATE #1- CITY HALL GARAGE- DETAILS	May 26, 2026
M0.0	MECHANICAL TITLE SHEET	May 26, 2026
M1.1	FIRE STATION DEMOLITION PLAN	May 19, 2026
M1.2	CITY HALL DEMOLITION PLAN	May 1, 2026

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M2.1	FIRE STATION PLUMBING PLAN	May 26, 2026
M3.1	FIRE STATION MECHANICAL AND ROOF PLAN	May 26, 2026
M3.2	CITY HALL NEW PLANS	May 1, 2026
M3.3	CITY HALL GARAGE ALTERNATE #1	May 26, 2026
M4.0	MECHANICAL DETAILS	May 1, 2026
M4.1	MECHANICAL DETAILS	May 1, 2026
M4.2	MECHANICAL DETAILS	May 1, 2026
M4.3	PLUMBING RISERS	May 19, 2026
M4.4	PLUMBING RISERS	May 19, 2026
M5.0	SCHEDULES	May 26, 2026
M5.1	SCHEDULES	May 26, 2026
E0.00	ELECTRICAL SYMBOLS AND ABBREVIATIONS	May 1, 2026
E0.02	ELECTRICAL SITE PLAN	May 1, 2026
E0.12a	MAIN LEVEL DEMOLITION PLAN- NEW CITY HALL	May 1, 2026
E0.12b	MAIN LEVEL DEMOLITION PLAN- FIRE STATION	May 26, 2026
E1.11a	MAIN LEVEL LIGHTING PLAN- NEW CITY HALL	May 26, 2026
E1.11b	MAIN LEVEL LIGHTING PLAN- FIRE STATION	May 26, 2026
E1.11c	MAIN LEVEL LIGHTING PLAN- GARAGE	May 1, 2026
E2.11a	MAIN LEVEL POWER PLAN- NEW CITY HALL	May 19, 2026
E2.11b	MAIN LEVEL POWER PLAN- FIRE STATION	May 26, 2026
E2.11c	MAIN LEVEL POWER PLAN- GARAGE	May 1, 2026
E3.11a	MAIN LEVEL SYSTEMS PLAN- NEW CITY HALL	May 1, 2026
E3.11b	MAIN LEVEL SYSTEMS PLAN- FIRE STATION	May 1, 2026
E3.11c	MAIN LEVEL SYSTEMS PLAN- GARAGE	May 1, 2026
E4.01	ROOF PLAN ELECTRICAL- FIRE STATION	May 1, 2026
E5.00	EXISTING ONE LINE DIAGRAM	May 26, 2026
E5.01	REMODEL ONE-LINE DIAGRAM	May 26, 2026
E6.00	ELECTRICAL SCHEDULES	May 26, 2026
E6.02	MOTOR SCHEDULE	May 26, 2026
E6.10	PANEL SCHEDULE	May 26, 2026
E7.01	ELECTRICAL DETAILS	May 1, 2026
E7.02	ELECTRICAL DETAILS	May 1, 2026
E7.10	ELECTRICAL DETAILS- SYSTEMS	May 1, 2026
E7.11	ELECTRICAL DETAILS- SYSTEMS	May 1, 2026
E7.12	ELECTRICAL DETAILS- SYSTEMS	May 1, 2026
TA0.00	AV COVER PAGE	May 1, 2026
TA0.01	AV SYMBOL SCHEDULE	May 1, 2026
TA4.00	AV TYPICAL DETAILS	May 1, 2026
TA4.01	AV TYPICAL DETAILS	May 1, 2026
TA6.00	AV SIGNAL FLOWS	May 1, 2026
TA6.01	AV SIGNAL FLOWS	May 1, 2026
TA6.02	AV SIGNAL FLOWS	May 1, 2026

.6 Specifications

Section	Title	Date
Division 00	Procurements and Contracting Requirements	May 1, 2026
Division 01	General Requirements	May 1, 2026
Division 02	Existing Conditions	May 1, 2026
Division 03	Concrete	May 1, 2026
Division 04	Masonry	May 1, 2026
Division 05	Metals	May 1, 2026
Division 06	Wood, Plastics, and Composites	May 1, 2026
Division 07	Thermal and Moisture Protections	May 1, 2026
Division 08	Openings	May 1, 2026
Division 09	Finishes	May 1, 2026
Division 10	Specialties	May 1, 2026
Divisions 11	Not Used	

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Division 12	Furnishings	May 1, 2026
Divisions 13-20	Not Used	May 1, 2026
Division 21	Fire Suppression	May 1, 2026
Division 22	Plumbing	May 1, 2026
Division 23	Heating, Ventilating, & Air Conditioning (HVAC)	May 1, 2026
Divisions 24-25	Not Used	May 1, 2026
Division 26	Electrical	May 1, 2026
Division 27	Communications	May 1, 2026
Division 28	Electronic Safety and Security	May 1, 2026
Division 29-30	Not Used	May 1, 2026
Division 31	Earthwork	May 1, 2026
Division 32	Exterior Improvements	May 1, 2026
Division 33	Utilities	May 1, 2026
Division 34	Transportation	May 1, 2026
Divisions 35-49	Not Used	May 1, 2026

.7 Addenda, if any:

Number	Date	Pages
One (1)	May 19, 2026	76
Two (2)	May 26, 2026	180

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.8 Other Exhibits:

[ ]

(Paragraphs deleted)

Supplementary and other Conditions of the Contract:

Document	Title	Date
00 01 01	Project Title Page	May 1, 2026
00 01 03	Project Directory	May 1, 2026
00 01 05	Certifications Page	May 1, 2026
00 01 10	Table of Contents	May 1, 2026
00 11 10	Advertisement for Bids	May 1, 2026
00 21 00	Instructions to Bidders	May 1, 2026
00 31 32	Geotechnical Data	May 1, 2026
00 41 00	Online Bidding Instructions	May 1, 2026
00 41 00	Contractor Affidavit	May 1, 2026
00 51 10	List of Contract Forms	May 1, 2026
00 72 00	General Conditions	May 1, 2026

(Paragraphs deleted)

.9 Other documents, if any, listed below:

N/A

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User Notes: (1882680884)

This Agreement is entered into as of the day and year first written above.

City of Wyoming	Falcon Mechanical, Inc.
	DocuSigned by: Jace Hendrickson B574B4732A3C4E6...
OWNER *(Signature)*	**CONTRACTOR** *(Signature)*
Robb Linwood Assistant City Administrator	Jace Hendrickson CEO
(Printed name and title)	*(Printed name and title)*

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User Notes: (1882680884)

Docusign Envelope ID: D2B39B45-CA03-8A26-83E3-69DADC8A5502

KRAUS-ANDERSON®

Kraus-Anderson Construction Company
501 South Eighth Street, Minneapolis, MN 55404

June 19, 2026

Mr. Jace Hendrickson
Falcon Mechanical, Inc.
190 3rd Street N
Dassel, MN 55325

RE: Wyoming Fire Station and City Hall
Wyoming, MN

Dear Mr. Hendrickson:

We are pleased to confirm that you have been awarded the Work Scope 23B Combined Mechanical Contract for the above project. We look forward to working with you and we anticipate the timely and successful completion of this project.

To properly start the project, we invite your careful review of various requirements, including the provisions of Division 1-General Requirements of the project specifications. Your cooperation in the prompt completion of submittals and other General Conditions items will expedite the work and will be appreciated. We are concerned that requests for payment are not delayed pending receipt of required submittals. We comment on some of these matters herein, which can serve as a checklist.

1) Contract Information:

Contract Form: AIA Document A132/CMa, 2019 Edition

Contract Amount: $1,309,000.00

Contract Date: June 17, 2026

Owner: City of Wyoming
26885 Forest Blvd, PO Box 188
Wyoming, MN 55092

Project Identification: Wyoming Fire Station and City Hall
26885 Forest Blvd, Wyoming, MN 55092

Architect: Wold Architects & Engineers

Construction Manager: Kraus-Anderson® Construction Company

2) Contract: The proposed Contract is enclosed for your review and execution. After signing, return both copies to this office. We will return one fully executed copy to you.

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3) Notice to Proceed: On behalf of the Owner and Construction Manager, this letter shall serve as your "Notice to Proceed." However, do not start work at the site until proper insurance evidence has been provided and the work coordinated with the Owner's Construction Manager.

4) Permits: The Owner will provide the project building permit.

5) Performance Bond and Payment Bond: Submit one copy of required bonds to this office before starting work at the site. Refer to the General Conditions for bond specifications.

6) Insurance: Submit one copy of required insurance evidence to this office before starting work at the site. Refer to the General Conditions for insurance specifications (**see attached Insurance Requirements**).

7) Schedule of Values: Submit detailed breakdown within 10 days, with labor and material shown separately for each line item. Breakdown should be on AIA Request for Payment forms, G732/CMa and G703.

8) Request for Payment: Email one pdf of the request for payment on AIA Forms G732/CMa and G703 to accounting@krausanderson.com. The cost breakdown must be accepted before any request for payment will be considered. No payment will be made until materials are delivered to the site and work at the site has commenced.

   Contractors **must** submit to Kraus-Anderson **within 10 days** after award of the Contract the following documents:

   1) Signed Contracts.
   2) Performance and Payment Bonds.
   3) Insurance Certificate (Need before any on-site work can begin).
   4) Necessary Licenses and Permits.
   5) Shop Drawings.

   NOTE: Applications for Payment will not be processed for those Contractors who have not submitted (and have been approved) the above information.

9) Completion: Time is an essential condition of the Contract and the substantial and final completion dates must be adhered to as specified in the documents. We look forward to continuous and timely progress so the project is completed within the contract time.

10) Contractor's Construction Schedule: Coordinate with your subcontractors and submit a progress schedule for the project within 14 days. Copies of the schedule showing actual progress are to be submitted monthly with the request for payment. Scheduling of the work will be coordinated with the Owner's Construction Manager.

11) Record Set of Drawings: A complete set is to be maintained at the job site to record all changes.

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12) Samples and Tests: All samples and tests noted or specified will be required, and must be taken or provided in sufficient time for evaluation of reports prior to proceeding with subsequent work. Coordinate with the Owner's testing laboratory as required by the project specifications.

13) Shop Drawings: Refer to Section 01 2100 – Instructions to Bidders and 013 300 - Submittals of the Project Manual. You should receive an invite to Autodesk, please accept, and upload your submittals.

14) Drawings and Specifications: An electronic supply has been, or will be, forwarded to you upon request. We will issue only to you as the Prime Contractor for your distribution to your subcontractors.

We urge that all orders for materials be placed promptly after the review of the list of subcontractors and materials and that subcontractors also place their orders promptly. It will be your responsibility to confirm the timely placement of orders, including those by subcontractors, to insure materials are available when needed to meet the schedule. We advise we will not accept substitutions of materials because of alleged non-availability when orders have been delayed.

We advise of the following staff members to contact regarding the project:

Rachael Oelke	Project Manager
TBD	Project Superintendent
Laurie Fronk	Project Coordinator
Dana Schlegel	Project Accountant
Anne Grubish	Risk Manager (Insurance)

We are most interested in expediting the project to successful completion at the earliest possible date with a prompt and complete project closeout. Should you have any questions on the work, we will welcome your contacting us.

Very truly yours,

KRAUS-ANDERSON® CONSTRUCTION COMPANY

Rachael Oelke

Rachael Oelke
Project Manager

Docusign Envelope ID: D2B39B45-CA03-8A26-83E3-69DADC8A5502

INSURANCE REQUIREMENTS
FOR
Wyoming Fire Station and City Hall

****Refer to Insurance Specifications in Bid Documents for further information**
Please have your insurance company issue a Certificate of Insurance using the guidelines outlined below. The Certificate is to be sent to Kraus-Anderson Construction Company for approval. Address: 501 South 8th Street, Minneapolis MN 55404 or email to subSinsurance@krausanderson.com .

☒ Certificate Holder:
Owner: City of Wyoming c/o Kraus-Anderson Construction
Address: 501 South 8th Street, Minneapolis MN 55404

☒ Project Name:
Name of Project: Wyoming Fire Station and City Hall
KA Project #: 2610097

☒ Additional Insured & Wording:
Owner: City of Wyoming
Construction Manager: Kraus-Anderson® Construction Company
Architect: Wold Architects & Engineers
Kraus-Anderson® Construction Company, City of Wyoming, and Wold Architects & Engineers are additional insureds for ongoing operations and completed operations, as set forth in the contract, under the Commercial General Liability coverage as pertains to the contract for this Project with City of Wyoming. Such insurance is primary insurance without recourse to or contribution from any similar insurance carried by Kraus-Anderson® Construction Company, City of Wyoming, & Wold Architects & Engineers and/or other persons that are named as additional insureds.

☒ Cancellation: 30 days written notice for cancellation
Include the following language in the "Description of Operations/Special Provisions" fill-in box at the bottom of the certificate: "Kraus-Anderson Construction Company, as an additional insured, shall be provided with 30-days' prior written notice (or such shorter period required by applicable law, if any) should any of the above policies be canceled or materially changed, as set forth in the contract."

☒ General Liability Limits:

General Aggregate	**$2,000,000**
Products/Completed Operations Aggregate	**$2,000,000**
Personal Injury	**$2,000,000**
Each Occurrence	**$2,000,000**

☒ Automobile Liability Limits:
Comprehensive Automobile Liability insurance including owned, hired and non-owned vehicles with limits of **$1,000,000.**

☒ Worker's Compensation and Employer's Liability:
The box "Included" should be checked.

Each Accident:	**$100,000**
Disease- Policy Limit	**$500,000**
Disease - Each Employee	**$100,000**

☒ Umbrella Excess Liability: **may be used to achieve limits listed above**

Professional Design Liability: **If a contractor is required to provide professional services as part of the work, $1,000,000 limit per occurrence policy is required**

Pollution Liability: **If the work involves the transport, dissemination, use or release of pollutants or hazardous materials, $1,000,000 limit per occurrence policy is required**

Reviewed by: Anne Grubish

Docusign Envelope ID: D2B39B45-CA03-8A26-83E3-69DADC8A5502

Bond No. **GRMN50052A**

AIA® Document A312™ – 2010

Performance Bond

CONTRACTOR:
(Name, legal status and address)
Falcon Mechanical Inc.
190 3rd St. S
P.O. Box 310
Dassel, MN 55325

OWNER:
(Name, legal status and address)
City Of Wyoming
26855 Forest Blvd

Wyoming, MN 55092

CONSTRUCTION CONTRACT
Date: 6/17/2026

Amount: $1,309,000.00

Description:
(Name and location)

SURETY: GRANITE RE, INC.
(Name, legal status and principal place of business)
14001 Quailbrook Drive

Oklahoma City, OK 73134

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

AIA Document A312–2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

KA Project # 2610097: Work Scope 23B Combined Mechanical - Wyoming Fire Station and City Hall, 26885 Forest Blvd., Wyoming, Minnesota

BOND
Date: 7/02/2026
(Not earlier than Construction Contract Date)

Amount: $1,309,000.00 ONE MILLION THREE HUNDRED NINE THOUSAND AND 00/100

Modifications to this Bond: ☒ None ☐ See Section 16

CONTRACTOR AS PRINCIPAL
Company: *(Corporate Seal)*
Falcon Mechanical Inc.

Signature:
Name and Title:

SURETY
Company: *(Corporate Seal)*
GRANITE RE, INC.

Signature:
Name and Title: Troy Staples, Attorney-in-fact

(Any additional signatures appear on the last page of this Performance Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:
Pate Bonding, Inc.
1276 South Robert Street
West St. Paul, MN 55118
(651)457-6842

OWNER'S REPRESENTATIVE:
(Architect, Engineer or other party:)
Wold Architects And Engineers
50 South 6th Street, Suite 2250

Minneapolis, MN 55402

Docusign Envelope ID: D2B39B45-CA03-8A26-83E3-69DADC8A5502

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

.1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;

.2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and

.3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

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§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

.1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

.2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and

.3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

§ 14.1 Balance of the Contract Price. The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 Contractor Default. Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

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§ 16 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL		SURETY	
Company:	*(Corporate Seal)*	Company:	*(Corporate Seal)*
Signature:		Signature:	
Name and Title:		Name and Title:	
Address		Address	

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

Docusign Envelope ID: D2B39B45-CA03-8A26-83E3-69DADC8A5502

Bond No. **GRMN50052A**

AIA® Document A312™ – 2010

Payment Bond

CONTRACTOR:
(Name, legal status and address)
Falcon Mechanical Inc.
190 3rd St. S
P.O. Box 310
Dassel, MN 55325

OWNER:
(Name, legal status and address)
City Of Wyoming
26855 Forest Blvd

Wyoming, MN 55092

CONSTRUCTION CONTRACT
Date: 6/17/2026

Amount: $1,309,000.00

Description:
(Name and location)
KA Project # 2610097: Work Scope 23B Combined Mechanical - Wyoming Fire Station and City Hall, 26885 Forest Blvd., Wyoming, Minnesota

BOND
Date: 7/02/2026
(Not earlier than Construction Contract Date)

SURETY: GRANITE RE, INC.
(Name, legal status and principal place of business)
14001 Quailbrook Drive

Oklahoma City, OK 73134

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

AIA Document A312–2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

Amount: $1,309,000.00 ONE MILLION THREE HUNDRED NINE THOUSAND AND 00/100

Modifications to this Bond: ☒ None ☐ See Section 18

CONTRACTOR AS PRINCIPAL
Company: *(Corporate Seal)*
Falcon Mechanical Inc.

Signature:
Name and Title:

SURETY
Company: *(Corporate Seal)*
GRANITE RE, INC.

Signature:
Name and Title: Troy Staples, Attorney-in-fact

(Any additional signatures appear on the last page of this Payment Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:
Pate Bonding, Inc.
1276 South Robert Street
West St. Paul, MN 55118
(651)457-6842

OWNER'S REPRESENTATIVE:
(Architect, Engineer or other party:)
Wold Architects And Engineers
50 South 6th Street, Suite 2250

Minneapolis, MN 55402

Docusign Envelope ID: D2B39B45-CA03-8A26-83E3-69DADC8A5502

§ 16.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL		**SURETY**	
Company:	*(Corporate Seal)*	Company:	*(Corporate Seal)*
Signature:		Signature:	
Name and Title:		Name and Title:	
Address		Address	

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

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ACKNOWLEDGMENT OF PRINCIPAL (Individual)

State of _____)
)
County of _____)

On this _____ day of _____, in the year _____, before me personally come(s) _____, to me known and known to me to be the person(s) who (is) (are) described in and executed the foregoing instrument and acknowledge(s) to me that he/she executed the same.

_____
Notary Public

ACKNOWLEDGMENT OF PRINCIPAL (Partnership)

State of _____)
)
County of _____)

On this _____ day of _____, in the year _____, before me personally come(s) _____, a member of the co-partnership of _____ _____ to me known and known to me to be the person who is described in and executed the foregoing instrument and acknowledges to me that he/she executed the same as for the act and deed of the said co-partnership.

_____
Notary Public

ACKNOWLEDGMENT OF PRINCIPAL (Corporation)

State of Minnesota)
)
County of Mercer)

On this 9th day of July, in the year 2026, before me personally come(s) Jace Hendrickson, to me known, who, being duly sworn, deposes and says that he/she is the CEO of the Falcon Mechanical _____ the corporation described in and which executed the foregoing instrument; that he/she knows the seal of the said corporation; the seal affixed to the said instrument is such corporate seal; that it was so affixed by the order of the Board of Directors of said corporation, and that he/she signed his/her name thereto by like order.

DYLAN T. FITZSIMMONS
Notary Public
State of Minnesota
My commission expires
1/1/2028

_____
Notary Public

ACKNOWLEDGMENT OF SURETY

State of Minnesota)
)
County of Dakota)

On this 2nd day of July, in the year 2026, before me personally come(s) Troy Staples, Attorney(s)-in-Fact of GRANITE RE, INC. with whom I am personally acquainted, and who, being by me duly sworn, says that he/she is (are) the Attorney(s)-in-Fact of GRANITE RE, INC. company described in and which executed the within instrument; that he/she know(s) the corporate seal of such company; and that seal affixed to the within instrument is such corporate seal and that it was affixed by order of the Board of Directors of said company, and that he/she signed said instrument as Attorney(s)-in-Fact of the said company by like order.

LISA M. FRANCOUR
Notary Public
Minnesota
My Commission Expires 1-31-2030

_____
Notary Public

Docusign Envelope ID: D2B39B45-CA03-8A26-83E3-69DADC8A5502

GRANITE RE, INC.

GENERAL POWER OF ATTORNEY

Know all Men by these Presents:

That GRANITE RE, INC., a corporation organized and existing under the laws of the State of MINNESOTA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

TOM LAHL; TOM KEMP: LISA M. FRANCOUR; JENNIFER BOYLES; ZACHARY PATE; TROY STAPLES; NICHOLAS HOCHBAN; NICK DENN its true and lawful Attorney-in-Fact(s) for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:

TOM LAHL; TOM KEMP: LISA M. FRANCOUR; JENNIFER BOYLES; ZACHARY PATE; TROY STAPLES; NICHOLAS HOCHBAN; NICK DENN may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Assistant Secretary, this 31st day of July, 2023.

Kenneth D. Whittington, President

Kyle P. McDonald, Assistant Secretary

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)

On this 31st day of July, 2023, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Assistant Secretary of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Assistant Secretary, respectively, of the Company.

My Commission Expires:
April 21, 2027
Commission #: 11003620

Notary Public

GRANITE RE, INC.

Certificate

THE UNDERSIGNED, being the duly elected and acting Assistant Secretary of Granite Re, Inc., a Minnesota Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of Granite Re, Inc. and that said Power of Attorney has not been revoked and is now in full force and effect.

"RESOLVED, that the President, any Vice President, the Assistant Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this 2nd day of July, 2026.

Kyle P. McDonald, Assistant Secretary

GR0800-1

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/29/2026

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

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

PRODUCER Kraus-Anderson Insurance Agency, Inc. 420 Gateway Blvd Burnsville MN 55337	**CONTACT NAME:** Certificates Department **PHONE (A/C, No, Ext):** 952-707-8200 **FAX (A/C, No):** 952-890-0535 **E-MAIL ADDRESS:** Certificates@kainsurance.com
	INSURER(S) AFFORDING COVERAGE / **NAIC #** **INSURER A :** West Bend Mutual Insurance Com / 15350
INSURED FALCMEC-01 Falcon Mechanical Inc PO Box 310 Dassel MN 55325	**INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 667281719 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT X LOC OTHER:	Y		C433054	6/7/2026	6/7/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 1,000,000 $ 300,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY			C433054	6/7/2026	6/7/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 1,000,000 $ $ $ $
A	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED RETENTION $			C433054	6/7/2026	6/7/2027	EACH OCCURRENCE AGGREGATE 	$ 10,000,000 $ 10,000,000 $
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		C433076	6/7/2026	6/7/2027	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

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

RE: KA Project #2610097; Wyoming Fire Station and City Hall; 26885 Forest Blvd, Wyoming, MN 55092
Kraus-Anderson Construction Company, City of Wyoming, and Wold Architects & Engineers are Additional Insureds for ongoing operations and completed operations, as set forth in the subcontract, under the Commercial General Liability coverage as pertains to contracts with Kraus-Anderson Construction Company. Such insurance is primary insurance without recourse to or contribution from any similar insurance carried by Kraus-Anderson Construction Company and/or other persons that are named as additional insureds.
Kraus-Anderson Construction Company, as an additional insured, shall be provided with 30-days prior written notice (or such shorter period required by law, if any) should any of the above policies be cancelled, as set forth in the subcontract.

CERTIFICATE HOLDER

City of Wyoming
c/o Kraus-Anderson Construction
501 South 8th Street
Minneapolis, MN 55404

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Eric Rystad

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Any person or organization for whom you have agreed, prior to the occurrence, to obtain additional insured coverage in a written contract with Kraus-Anderson Construction Company, MN	All work performed by Falcon Mechanical Inc at Kraus-Anderson Construction Company jobsites
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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POLICY NUMBER: C433054

COMMERCIAL GENERAL LIABILITY
CG 20 37 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Any person or organization for whom you have agreed, p , MN	All work performed by Falcon Mechanical Inc at Kraus-Anderson Construction Company jobsites
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

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ADDITIONAL INTEREST NAME EXTENSION

An Additional Interest that requires additional space to display the complete name is shown in the schedule of this endorsement.

SCHEDULE

Form Applicable to Additional Interest:

CG2010 Add'l Insured-Owners/Lessees/Contr

Additional Interest Name:

Any person or organization for whom you have agreed, prior to the occurrence, to obtain additional insured coverage in a written contract with Kraus-Anderson Construction Company

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ADDITIONAL INTEREST NAME EXTENSION

An Additional Interest that requires additional space to display the complete name is shown in the schedule of this endorsement.

SCHEDULE

Form Applicable to Additional Interest:

CG2037 Add'l Insured-Owners/Contractors Completed Ops

Additional Interest Name:

Any person or organization for whom you have agreed, prior to the occurrence, to obtain additional insured coverage in a written contract with Kraus-Anderson Construction Company

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Wyoming Fire Station and City Hall
Falcon Mechanical
Schedule of Values

Application and Certification for Payment, containing
Contractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

Application No. : 1
Application Date : 07/13/26
To:
Architect's Project No.:

Invoice # : 5017 **Contract :** C26-WYO. City of Wyoming Fire & City Hall

A	B	C	D	E	F	G		H	I
Item No.	Description of Work	Scheduled Value	Work Completed		Materials Presently Stored (Not in D or E)	Total Completed and Stored To Date (D+E+F)	% (G / C)	Balance To Finish (C-G)	Retainage
			From Previous Application (D+E)	This Period In Place					
01	Plumbing - Submittals/Permits	20,000.00	0.00	0.00	0.00	0.00	0.00%	20,000.00	
02	Plumbing - Underground Material	75,000.00	0.00	0.00	0.00	0.00	0.00%	75,000.00	
03	Plumbing - Underground Labor	50,000.00	0.00	0.00	0.00	0.00	0.00%	50,000.00	
04	Plumbing - Rough In Material	94,000.00	0.00	0.00	0.00	0.00	0.00%	94,000.00	
05	Plumbing - Rough In Labor	45,000.00	0.00	0.00	0.00	0.00	0.00%	45,000.00	
06	Plumbing - Trim Material	85,000.00	0.00	0.00	0.00	0.00	0.00%	85,000.00	
07	Plumbing - Trim Labor	25,000.00	0.00	0.00	0.00	0.00	0.00%	25,000.00	
08	Plumbing - Final	40,000.00	0.00	0.00	0.00	0.00	0.00%	40,000.00	
09	Piping - Material	50,000.00	0.00	0.00	0.00	0.00	0.00%	50,000.00	
10	Piping - Labor	25,000.00	0.00	0.00	0.00	0.00	0.00%	25,000.00	
11	HVAC - Submittals/Permits	20,000.00	0.00	0.00	0.00	0.00	0.00%	20,000.00	
12	HVAC - Rough In Material	75,000.00	0.00	0.00	0.00	0.00	0.00%	75,000.00	
13	HVAC - Rough In Labor	50,000.00	0.00	0.00	0.00	0.00	0.00%	50,000.00	
14	HVAC - Trim Material	250,000.00	0.00	0.00	0.00	0.00	0.00%	250,000.00	
15	HVAC - Trim Labor	50,000.00	0.00	0.00	0.00	0.00	0.00%	50,000.00	
16	HVAC - Final Material	50,000.00	0.00	0.00	0.00	0.00	0.00%	50,000.00	
17	HVAC - Final Labor	20,000.00	0.00	0.00	0.00	0.00	0.00%	20,000.00	
18	HVAC - RTUs	75,000.00	0.00	0.00	0.00	0.00	0.00%	75,000.00	
19	HVAC - Rough In Equipment	200,000.00	0.00	0.00	0.00	0.00	0.00%	200,000.00	
20	Allowance	10,000.00	0.00	0.00	0.00	0.00	0.00%	10,000.00	
	Grand Totals	**1,309,000.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00%**	**1,309,000.00**	**0.00**

Docusign Envelope ID: D2B39B45-CA03-8A26-83E3-69DADC8A5502

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See *Specific Instructions* on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

Falcon Mechanical Inc

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☑ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . .

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

5 Address (number, street, and apt. or suite no.). See instructions.
190 3rd Street South

Requester's name and address (optional)

6 City, state, and ZIP code
Dassel, MN 55325

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

8	2	–	2	9	3	6	6	4	5

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here | **Signature of U.S. person** | Date 6-22-2026

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

AIA® Document A132® – 2019

Standard Form of Agreement Between Owner and Contractor, *Construction Manager as Adviser Edition*

AGREEMENT made as of the 17th of June in the year 2026

BETWEEN the Owner:

City of Wyoming
26885 Forest Blvd
PO Box 188
Wyoming, MN 55092

and the Contractor:

Ebert, Inc. dba Ebert Construction
23350 County Road 10
Corcoran, MN 55357

for the following Project:

Wyoming Fire Station and City Hall
26885 Forest Blvd
Wyoming, MN 55092

The Construction Manager:

Kraus-Anderson ® Construction Company
501 South Eighth Street
Minneapolis, MN 55404

The Architect:

Wold Architects & Engineers
50 South 6th Street, Suite 2250
Minneapolis, MN 55402

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with AIA Documents A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition; B132™–2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition; and C132™–2019, Standard Form of Agreement Between Owner and Construction Manager as Adviser. AIA Document A232™–2019 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.
/
AIA Document A132 – 2019. Copyright © 1975, 1980, 1992, 2009, and 2019. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 16:22:45 ET on 06/22/2026 under Order No.3104239500 which expires on 12/31/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
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TABLE OF ARTICLES

1 THE CONTRACT DOCUMENTS

2 THE WORK OF THIS CONTRACT

3 DATE OF COMMENCEMENT AND DATES OF SUBSTANTIAL COMPLETION

4 CONTRACT SUM

5 PAYMENTS

6 DISPUTE RESOLUTION

7 TERMINATION OR SUSPENSION

8 MISCELLANEOUS PROVISIONS

9 ENUMERATION OF CONTRACT DOCUMENTS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than Modifications, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

Complete Work Scope 32B Concrete Paving per plans, specifications and addenda enumerated herein.

ARTICLE 3 DATE OF COMMENCEMENT AND DATES OF SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:
(Paragraph deleted)

[X] Established as follows:

*(Paragraphs deleted)*On or about [August 3, 2026], but within 5 days of notice to proceed as directed by the Construction Manager.

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

(Table deleted)
(Paragraphs deleted)

§ 3.4 When the Work of this Contract, or any Portion Thereof, is Substantially Complete

§ 3.4.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall substantially complete the entire Work of this Contract:

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[X] By the following date: June 10, 2027

§ 3.4.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work of this Contract are to be substantially complete prior to when the entire Work of this Contract shall be substantially complete, the Contractor shall substantially complete such portions by the following dates:

Portion of Work	Date to be substantially complete

§ 3.4.3 If the Contractor fails to substantially complete the Work of this Contract, or portions thereof, as provided in this Section 3.4, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be one of the following:

[X] Stipulated Sum, in accordance with Section 4.2 below

(Paragraph deleted)

§ 4.2 Stipulated Sum

§ 4.2.1 The Contract Sum shall be One Hundred Forty-Eight Thousand Two Hundred Dollars and No 00/100 ($148,200.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2.2 Alternates

§ 4.2.2.1 Alternates, if any, included in the Contract Sum:

(Table deleted)

§ 4.2.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.

(Paragraph deleted)

Item	Price	Conditions for Acceptance
N/A	N/A	

§ 4.2.3 Allowances, if any, included in the Contract Sum:

(Paragraph deleted)

Item	Price
Material & Labor	$5,000.00

§ 4.2.4 Unit prices, if any:

(Paragraph deleted)

Item	Units and Limitations	Price per Unit
N/A	N/A	N/A

§ 4.3 NOT USED

(Paragraph deleted)
(Table deleted)
(Paragraphs deleted)

§ 4.4 NOT USED

(Paragraphs deleted)
(Table deleted)
(Paragraphs deleted)
(Table deleted)
(Paragraphs deleted)

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(Table deleted)
(Paragraphs deleted)
(Table deleted)
(Paragraphs deleted)
§ 4.5 Liquidated damages, if any:

N/A

§ 4.6 Other:

N/A

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Construction Manager by the Contractor, and Certificates for Payment issued by the Construction Manager and Architect, the Owner shall make progress payments on account of the Contract Sum, to the Contractor, as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month.

§ 5.1.3 Provided that an Application for Payment is received by the Construction Manager not later than the 25th day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the last day of the following month. If an Application for Payment is received by the Construction Manager after the application date fixed above, such Application for Payment will be processed with the next month's Application for Payment.

§ 5.1.4 Progress Payments Where the Contract Sum is Based on a Stipulated Sum

§ 5.1.4.1 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Construction Manager and Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.4.2 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.4.3 In accordance with AIA Document A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.4.3.1 The amount of each progress payment shall first include:

- **.1** That portion of the Contract Sum properly allocable to completed Work;
- **.2** That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- **.3** That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.4.3.2 The amount of each progress payment shall then be reduced by:

- **.1** The aggregate of any amounts previously paid by the Owner;
- **.2** The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A232–2019;
- **.3** Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;

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.4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A232–2019; and

.5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.5 NOT USED

(Paragraphs deleted)

§ 5.1.6 NOT USED

(Paragraphs deleted)

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to when the Work of this Contract is substantially complete, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

5%

§ 5.1.7.1.1 The following items are not subject to retainage:

N/A

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:

N/A

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, when the Work of this Contract is substantially complete, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted when the Work of this Contract is substantially complete shall not include retainage as follows:

(Paragraph deleted)

As set forth in the AIA A232-2019 General Conditions.

§ 5.2 Final Payment

§ 5.2.1 Final Payment Where the Contract Sum is Based on a Stipulated Sum

§ 5.2.1.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

.1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A232–2019, and to satisfy other requirements, if any, which extend beyond final payment; and

.2 a final Certificate for Payment or Project Certificate for Payment has been issued by the Architect.

§ 5.2.1.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the final Certificate for Payment or Project Certificate for Payment.

§ 5.2.2 NOT USED

(Paragraphs deleted)

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as Initial Decision Maker pursuant to Article 15 of AIA Document A232–2019, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.

Jonathan Loose

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Wold Architects & Engineers
50 South 6th Street, Suite 2250
Minneapolis, MN 55402

§ 6.2 Binding Dispute Resolution
For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A232–2019, the method of binding dispute resolution shall be as follows:

[X] Arbitration pursuant to Article 15 of AIA Document A232–2019.
(Paragraphs deleted)

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION
§ 7.1 Where the Contract Sum is a Stipulated Sum
§ 7.1.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A232–2019.

(Paragraphs deleted)
§ 7.1.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A232–2019.

§ 7.2 NOT USED

(Paragraphs deleted)
§ 7.3 Suspension
The Work may be suspended by the Owner as provided in Article 14 of AIA Document A232–2019; in such case, the Contract Sum and Contract Time shall be increased as provided in Article 14 of AIA Document A232–2019, except that the term "profit" shall be understood to mean the Contractor's Fee as described in Section 4.3.2 or 4.4.2, as applicable, of this Agreement.

ARTICLE 8 MISCELLANEOUS PROVISIONS
§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A232–2019 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:

Robb Linwood, City Administrator
City of Wyoming
26885 Forest Blvd
PO Box 188
Wyoming, MN 55092

§ 8.3 The Contractor's representative:

Brian Totman
btotman@ebertcompanies.com
763-498-7844

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§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in Article 11 of AIA Document A232–2019, as modified, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in Article 11 of AIA Document A232–2019, as modified , and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A232–2019, may be given in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

(Paragraph deleted)
To the email address of the Owner, Contractor, Construction Manager and Architect set forth in this Agreement.

§ 8.7 NOT USED

§ 8.8 Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

.1 AIA Document A132™–2019, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition

.2 Reserved.

.3 AIA Document A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition

.4

(Paragraphs deleted)
Reserved.

.5 Drawings

Number	Title	Date
00.00	COVER SHEET	May 19, 2026
00.01	SITE LAYOUT EXISTING CITY HALL EXHIBIT A	May 1, 2026
00.02	SITE LAYOUT PROPOSED CITY HALL EXHIBIT B	May 1, 2026
C0.01	REMOVAL PLAN- FIRE DEPARTMENT	May 26, 2026
C1.01	GRADING PLAN- FIRE DEPARTMENT	May 26, 2026
C2.01	PAVEMENT RESTORATION PLAN- FIRE DEPARTMENT	May 26, 2026
C3.01	EROSION CONTROL PLAN- FIRE DEPARTMENT	May 26, 2026
C3.02	STORM WATER POLLUTION PREVENTION PLAN	May 1, 2026
C3.03	STORM WATER POLLUTION PREVENTION PLAN	May 1, 2026
C3.04	STORM WATER POLLUTION PREVENTION PLAN	May 1, 2026
C4.01	CIVIL DETAIL SHEETS	May 1, 2026
C4.02	CIVIL DETAIL SHEETS	May 1, 2026
C5.01	TYPICAL SECTIONS	May 1, 2026
C9.01	ALTERNATE NO.1 REMOVAL PLAN- CITY HALL	May 1, 2026
C9.02	ALTERNATE NO.1 GRADING PLAN- CITY HALL	May 26, 2026
C9.03	ALTERNATE NO.1 PAVEMENT RESTORATION PLAN- CITY HALL	May 1, 2026
C9.04	ALTERNATE NO.1 EROSION CONTROL PLAN- CITY HALL	May 1, 2026
C9.05	ALTERNATE NO.1 UTILITY PLAN- CITY HALL	May 26, 2026
S0.000	TITLE SHEET	May 1, 2026
S2.01a	FIRE STATION FOOTING AND FOUNDATION PLAN	May 1, 2026

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S2.02a	FIRE STATION ROOF FRAMING PLAN	May 1, 2026
S5.201	SECTIONS AND DETAILS	May 1, 2026
S5.221	SECTIONS AND DETAILS	May 1, 2026
S6.201	SCHEDULES AND NOTES	May 1, 2026
S9.101	ALTERNATE #1- CITY HALL GARAGE FOUNDATION AND ROOF FRAMING PLANS	May 1, 2026
S9.102	ALTERNATE #1- CITY HALL GARAGE SCHEDULES, SECTIONS AND DETAILS	May 1, 2026
A0.001	CODE ANALYSIS	May 26, 2026
A0.101	CODE PLAN- COLOR	May 1, 2026
A0.201	PHASING AND FLOOR PROTECTION PLAN	May 26, 2026
A1.01a	FIRE STATION MAIN LEVEL DEMOLITION PLAN	May 26, 2026
A1.01b	CITY HALL MAIN LEVEL DEMOLITION PLAN	May 1, 2026
A1.02a	FIRE STATION SAWCUTTING PLAN	May 26, 2026
A1.02b	CITY HALL SAWCUTTING PLAN	May 1, 2026
A2.01a	FIRE STATION MAIN LEVEL FLOOR PLAN	May 26, 2026
A2.01b	CITY HALL MAIN LEVEL FLOOR PLAN	May 26, 2026
A2.095	FIRE STATION ROOF DEMOLITION PLAN AND ROOF PLAN	May 1, 2026
A2.301	FLOOR PATCHING PLAN	May 1, 2026
A2.901	OPENING TYPES	May 1, 2026
A3.01a	FIRE STATION MAIN LEVEL REFLECTED CEILING PLAN	May 26, 2026
A3.01b	CITY HALL MAIN LEVEL REFLECTED CEILING PLAN	May 1, 2026
A4.101	DETAILS- GENERAL- SYMBOLS, ABBREVIATIONS, MATERIALS	May 26, 2026
A4.105	ENLARGED PLANS- TOILETS	May 1, 2026
A4.201	VERTICAL CIRCULATION & DETAILS	May 1, 2026
A4.202	VERTICAL CIRCULATION DETAILS	May 1, 2026
A4.300a	FIRE STATION MAIN LEVEL FLOOR FINISH PLAN	May 1, 2026
A4.300b	CITY HALL MAIN LEVEL FLOOR FINISH PLAN	May 1, 2026
A4.301a	FIRE STATION SIGNAGE PLAN	May 1, 2026
A4.301b	CITY HALL SIGNAGE PLAN	May 1, 2026
A4.701	DETAILS- CONCRETE BLOCK AND METAL STUD WALL TYPES	May 26, 2026
A4.705	DETAILS- INTERIOR DETAILS	May 1, 2026
A4.708	CASEWORK ELEVATIONS	May 1, 2026
A4.711	DETAILS- CASEWORK	May 1, 2026
A4.712	DETAILS- CASEWORK	May 26, 2026
A4.801	DETAILS- INTERIOR OPENINGS	May 1, 2026
A4.901	DETAILS- INTERIOR CEILING DETAILS	May 1, 2026
A5.101	EXTERIOR ELEVATIONS	May 26, 2026
A5.201	EXTERIOR WALL SECTIONS	May 26, 2026
A5.202	EXTERIOR WALL SECTIONS	May 26, 2026
A5.401	EXTERIOR ASSEMBLIES- WALLS	May 1, 2026
A5.501	DETAILS- EXTERIOR WALL	May 1, 2026
A5.601	EXTERIOR DETAILS- OPENINGS (HOLLOW METAL) AND (STOREFRONT)	May 26, 2026
A5.611	EXTERIOR DETAILS- OPENINGS (OH DOOR)	May 1, 2026
A5.801	EXTERIOR DETAILS	May 1, 2026
A5.901	EXTERIOR DETAILS- ROOF	May 1, 2026
A6.001	DETAILS- SITE	May 1, 2026
A9.10	ALTERNATE #1- CITY HALL GARAGE- DEMOLITION PLAN	May 1, 2026
A9.11	ALTERNATE #1- CITY HALL GARAGE- FLOOR PLAN, RCP, AND ROOF PLAN	May 1, 2026
A9.12	ALTERNATE #1- CITY HALL GARAGE- EXTERIOR ELEVATIONS AND WALL SECTIONS	May 1, 2026
A9.13	ALTERNATE #1- CITY HALL GARAGE- DETAILS	May 26, 2026
M0.0	MECHANICAL TITLE SHEET	May 26, 2026
M1.1	FIRE STATION DEMOLITION PLAN	May 19, 2026
M1.2	CITY HALL DEMOLITION PLAN	May 1, 2026

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M2.1	FIRE STATION PLUMBING PLAN	May 26, 2026
M3.1	FIRE STATION MECHANICAL AND ROOF PLAN	May 26, 2026
M3.2	CITY HALL NEW PLANS	May 1, 2026
M3.3	CITY HALL GARAGE ALTERNATE #1	May 26, 2026
M4.0	MECHANICAL DETAILS	May 1, 2026
M4.1	MECHANICAL DETAILS	May 1, 2026
M4.2	MECHANICAL DETAILS	May 1, 2026
M4.3	PLUMBING RISERS	May 19, 2026
M4.4	PLUMBING RISERS	May 19, 2026
M5.0	SCHEDULES	May 26, 2026
M5.1	SCHEDULES	May 26, 2026
E0.00	ELECTRICAL SYMBOLS AND ABBREVIATIONS	May 1, 2026
E0.02	ELECTRICAL SITE PLAN	May 1, 2026
E0.12a	MAIN LEVEL DEMOLITION PLAN- NEW CITY HALL	May 1, 2026
E0.12b	MAIN LEVEL DEMOLITION PLAN- FIRE STATION	May 26, 2026
E1.11a	MAIN LEVEL LIGHTING PLAN- NEW CITY HALL	May 26, 2026
E1.11b	MAIN LEVEL LIGHTING PLAN- FIRE STATION	May 26, 2026
E1.11c	MAIN LEVEL LIGHTING PLAN- GARAGE	May 1, 2026
E2.11a	MAIN LEVEL POWER PLAN- NEW CITY HALL	May 19, 2026
E2.11b	MAIN LEVEL POWER PLAN- FIRE STATION	May 26, 2026
E2.11c	MAIN LEVEL POWER PLAN- GARAGE	May 1, 2026
E3.11a	MAIN LEVEL SYSTEMS PLAN- NEW CITY HALL	May 1, 2026
E3.11b	MAIN LEVEL SYSTEMS PLAN- FIRE STATION	May 1, 2026
E3.11c	MAIN LEVEL SYSTEMS PLAN- GARAGE	May 1, 2026
E4.01	ROOF PLAN ELECTRICAL- FIRE STATION	May 1, 2026
E5.00	EXISTING ONE LINE DIAGRAM	May 26, 2026
E5.01	REMODEL ONE-LINE DIAGRAM	May 26, 2026
E6.00	ELECTRICAL SCHEDULES	May 26, 2026
E6.02	MOTOR SCHEDULE	May 26, 2026
E6.10	PANEL SCHEDULE	May 26, 2026
E7.01	ELECTRICAL DETAILS	May 1, 2026
E7.02	ELECTRICAL DETAILS	May 1, 2026
E7.10	ELECTRICAL DETAILS- SYSTEMS	May 1, 2026
E7.11	ELECTRICAL DETAILS- SYSTEMS	May 1, 2026
E7.12	ELECTRICAL DETAILS- SYSTEMS	May 1, 2026
TA0.00	AV COVER PAGE	May 1, 2026
TA0.01	AV SYMBOL SCHEDULE	May 1, 2026
TA4.00	AV TYPICAL DETAILS	May 1, 2026
TA4.01	AV TYPICAL DETAILS	May 1, 2026
TA6.00	AV SIGNAL FLOWS	May 1, 2026
TA6.01	AV SIGNAL FLOWS	May 1, 2026
TA6.02	AV SIGNAL FLOWS	May 1, 2026

.6 Specifications

Section	Title	Date
Division 00	Procurements and Contracting Requirements	May 1, 2026
Division 01	General Requirements	May 1, 2026
Division 02	Existing Conditions	May 1, 2026
Division 03	Concrete	May 1, 2026
Division 04	Masonry	May 1, 2026
Division 05	Metals	May 1, 2026
Division 06	Wood, Plastics, and Composites	May 1, 2026
Division 07	Thermal and Moisture Protections	May 1, 2026
Division 08	Openings	May 1, 2026
Division 09	Finishes	May 1, 2026
Division 10	Specialties	May 1, 2026
Divisions 11	Not Used	

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Division 12	Furnishings	May 1, 2026
Divisions 13-20	Not Used	May 1, 2026
Division 21	Fire Suppression	May 1, 2026
Division 22	Plumbing	May 1, 2026
Division 23	Heating, Ventilating, & Air Conditioning (HVAC)	May 1, 2026
Divisions 24-25	Not Used	May 1, 2026
Division 26	Electrical	May 1, 2026
Division 27	Communications	May 1, 2026
Division 28	Electronic Safety and Security	May 1, 2026
Division 29-30	Not Used	May 1, 2026
Division 31	Earthwork	May 1, 2026
Division 32	Exterior Improvements	May 1, 2026
Division 33	Utilities	May 1, 2026
Division 34	Transportation	May 1, 2026
Divisions 35-49	Not Used	May 1, 2026

.7 Addenda, if any:

Number	Date	Pages
One (1)	May 19, 2026	76
Two (2)	May 26, 2026	180

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.8 Other Exhibits:

[ ]

(Paragraphs deleted)

Supplementary and other Conditions of the Contract:

Document	Title	Date
00 01 01	Project Title Page	May 1, 2026
00 01 03	Project Directory	May 1, 2026
00 01 05	Certifications Page	May 1, 2026
00 01 10	Table of Contents	May 1, 2026
00 11 10	Advertisement for Bids	May 1, 2026
00 21 00	Instructions to Bidders	May 1, 2026
00 31 32	Geotechnical Data	May 1, 2026
00 41 00	Online Bidding Instructions	May 1, 2026
00 41 00	Contractor Affidavit	May 1, 2026
00 51 10	List of Contract Forms	May 1, 2026
00 72 00	General Conditions	May 1, 2026

(Paragraphs deleted)

.9 Other documents, if any, listed below:

N/A

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This Agreement is entered into as of the day and year first written above.

City of Wyoming	Ebert, Inc. dba Ebert Companies
	Signed by: Markus Ebert 0474CF368A33401...
OWNER *(Signature)*	**CONTRACTOR** *(Signature)*
Robb Linwood Assistant City Administrator	Markus Ebert Vice President
(Printed name and title)	*(Printed name and title)*

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KRAUS-ANDERSON®

Kraus-Anderson Construction Company
501 South Eighth Street, Minneapolis, MN 55404

June 19, 2026

Mr. Brian Totman
Ebert, Inc. dba Ebert Companies
23350 County Road 10
Corcoran, MN 55357

RE: Wyoming Fire Station and City Hall
Wyoming, MN

Dear Mr. Totman:

We are pleased to confirm that you have been awarded the Work Scope 32B Concrete Paving Contract for the above project. We look forward to working with you and we anticipate the timely and successful completion of this project.

To properly start the project, we invite your careful review of various requirements, including the provisions of Division 1-General Requirements of the project specifications. Your cooperation in the prompt completion of submittals and other General Conditions items will expedite the work and will be appreciated. We are concerned that requests for payment are not delayed pending receipt of required submittals. We comment on some of these matters herein, which can serve as a checklist.

1) Contract Information:

Contract Form: AIA Document A132/CMa, 2019 Edition

Contract Amount: $148,200.00

Contract Date: June 17, 2026

Owner: City of Wyoming
26885 Forest Blvd, PO Box 188
Wyoming, MN 55092

Project Identification: Wyoming Fire Station and City Hall
26885 Forest Blvd, Wyoming, MN 55092

Architect: Wold Architects & Engineers

Construction Manager: Kraus-Anderson® Construction Company

2) Contract: The proposed Contract is enclosed for your review and execution. After signing, return both copies to this office. We will return one fully executed copy to you.

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3) Notice to Proceed: On behalf of the Owner and Construction Manager, this letter shall serve as your "Notice to Proceed." However, do not start work at the site until proper insurance evidence has been provided and the work coordinated with the Owner's Construction Manager.

4) Permits: The Owner will provide the project building permit.

5) Performance Bond and Payment Bond: Submit one copy of required bonds to this office before starting work at the site. Refer to the General Conditions for bond specifications.

6) Insurance: Submit one copy of required insurance evidence to this office before starting work at the site. Refer to the General Conditions for insurance specifications (**see attached Insurance Requirements**).

7) Schedule of Values: Submit detailed breakdown within 10 days, with labor and material shown separately for each line item. Breakdown should be on AIA Request for Payment forms, G732/CMa and G703.

8) Request for Payment: Email one pdf of the request for payment on AIA Forms G732/CMa and G703 to accounting@krausanderson.com. The cost breakdown must be accepted before any request for payment will be considered. No payment will be made until materials are delivered to the site and work at the site has commenced.

   Contractors **must** submit to Kraus-Anderson **within 10 days** after award of the Contract the following documents:

   1) Signed Contracts.
   2) Performance and Payment Bonds.
   3) Insurance Certificate (Need before any on-site work can begin).
   4) Necessary Licenses and Permits.
   5) Shop Drawings.

   NOTE: Applications for Payment will not be processed for those Contractors who have not submitted (and have been approved) the above information.

9) Completion: Time is an essential condition of the Contract and the substantial and final completion dates must be adhered to as specified in the documents. We look forward to continuous and timely progress so the project is completed within the contract time.

10) Contractor's Construction Schedule: Coordinate with your subcontractors and submit a progress schedule for the project within 14 days. Copies of the schedule showing actual progress are to be submitted monthly with the request for payment. Scheduling of the work will be coordinated with the Owner's Construction Manager.

11) Record Set of Drawings: A complete set is to be maintained at the job site to record all changes.

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12) Samples and Tests: All samples and tests noted or specified will be required, and must be taken or provided in sufficient time for evaluation of reports prior to proceeding with subsequent work. Coordinate with the Owner's testing laboratory as required by the project specifications.

13) Shop Drawings: Refer to Section 01 2100 – Instructions to Bidders and 013 300 - Submittals of the Project Manual. You should receive an invite to Autodesk, please accept, and upload your submittals.

14) Drawings and Specifications: An electronic supply has been, or will be, forwarded to you upon request. We will issue only to you as the Prime Contractor for your distribution to your subcontractors.

We urge that all orders for materials be placed promptly after the review of the list of subcontractors and materials and that subcontractors also place their orders promptly. It will be your responsibility to confirm the timely placement of orders, including those by subcontractors, to insure materials are available when needed to meet the schedule. We advise we will not accept substitutions of materials because of alleged non-availability when orders have been delayed.

We advise of the following staff members to contact regarding the project:

Rachael Oelke	Project Manager
TBD	Project Superintendent
Laurie Fronk	Project Coordinator
Dana Schlegel	Project Accountant
Anne Grubish	Risk Manager (Insurance)

We are most interested in expediting the project to successful completion at the earliest possible date with a prompt and complete project closeout. Should you have any questions on the work, we will welcome your contacting us.

Very truly yours,

KRAUS-ANDERSON® CONSTRUCTION COMPANY

Rachael Oelke

Rachael Oelke
Project Manager

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INSURANCE REQUIREMENTS
FOR
Wyoming Fire Station and City Hall

****Refer to Insurance Specifications in Bid Documents for further information**
Please have your insurance company issue a Certificate of Insurance using the guidelines outlined below. The Certificate is to be sent to Kraus-Anderson Construction Company for approval. Address: 501 South 8th Street, Minneapolis MN 55404 or email to subSinsurance@krausanderson.com .

☒ Certificate Holder:
Owner: City of Wyoming c/o Kraus-Anderson Construction
Address: 501 South 8th Street, Minneapolis MN 55404

☒ Project Name:
Name of Project: Wyoming Fire Station and City Hall
KA Project #: 2610097

☒ Additional Insured & Wording:
Owner: City of Wyoming
Construction Manager: Kraus-Anderson® Construction Company
Architect: Wold Architects & Engineers
Kraus-Anderson® Construction Company, City of Wyoming, and Wold Architects & Engineers are additional insureds for ongoing operations and completed operations, as set forth in the contract, under the Commercial General Liability coverage as pertains to the contract for this Project with City of Wyoming. Such insurance is primary insurance without recourse to or contribution from any similar insurance carried by Kraus-Anderson® Construction Company, City of Wyoming, & Wold Architects & Engineers and/or other persons that are named as additional insureds.

☒ Cancellation: 30 days written notice for cancellation
Include the following language in the "Description of Operations/Special Provisions" fill-in box at the bottom of the certificate: "Kraus-Anderson Construction Company, as an additional insured, shall be provided with 30-days' prior written notice (or such shorter period required by applicable law, if any) should any of the above policies be canceled or materially changed, as set forth in the contract."

☒ General Liability Limits:

General Aggregate	**$2,000,000**
Products/Completed Operations Aggregate	**$2,000,000**
Personal Injury	**$2,000,000**
Each Occurrence	**$2,000,000**

☒ Automobile Liability Limits:
Comprehensive Automobile Liability insurance including owned, hired and non-owned vehicles with limits of **$1,000,000.**

☒ Worker's Compensation and Employer's Liability:
The box "Included" should be checked.

Each Accident:	**$100,000**
Disease- Policy Limit	**$500,000**
Disease - Each Employee	**$100,000**

☒ Umbrella Excess Liability: **may be used to achieve limits listed above**

Professional Design Liability: **If a contractor is required to provide professional services as part of the work, $1,000,000 limit per occurrence policy is required**

Pollution Liability: **If the work involves the transport, dissemination, use or release of pollutants or hazardous materials, $1,000,000 limit per occurrence policy is required**

Reviewed by: Anne Grubish

Docusign Envelope ID: 6DFBAD3A-3DF7-8D9E-8035-499F5B8104F0

MERCHANTS BONDING COMPANY

MERCHANTS BONDING COMPANY (MUTUAL) P.O. BOX 14498, DES MOINES, IOWA 50306-3498
PHONE: (800) 678-8171 FAX: (515) 243-3854

Performance Bond

Bond No. 101827352

CONTRACTOR:
(Name, legal status and address)
Ebert, Inc. dba Ebert Construction
23350 County Road 10
Corcoran, MN 55357

SURETY:
(Name, legal status and principal place of business)
Merchants Bonding Company (Mutual)
6700 Westown Parkway, West Des Moines, Iowa 50266

OWNER:
(Name, legal status and address)
City of Wyoming
26885 Forest Blvd.
Wyoming, MN 55092

CONSTRUCTION CONTRACT
Date: June 17, 2026

Amount: $148,200.00

Description:
(Name and location) Wyoming Fire & City Hall - 32B Concrete Paving

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

This document combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

BOND
Date: June 29, 2026
(Not earlier than Construction Contract Date)

Amount: $148,200.00

Modifications to this Bond: ☒ None ☐ See Section 16

CONTRACTOR AS PRINCIPAL
Company: *(Corporate Seal)*
Ebert, Inc. dba Ebert Construction

Signature: _____
Name and Title: Markus Ross Ebert, Vice President & Secretary

SURETY
Company: *(Corporate Seal)*
Merchants Bonding Company (Mutual)

Signature: _____
Name and Title: Chase Stoneback, Attorney-In-Fact

(Any additional signatures appear on the last page of this Performance Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)
AGENT or BROKER:
Marsh & McLennan Agency, LLC
6160 Golden Hills Drive
Minneapolis, MN 55416
763-746-8000

OWNER'S REPRESENTATIVE:
(Architect, Engineer or other party:)

Printed in cooperation with American Institute of Architects (AIA). The language in this document conforms exactly to the language used in AIA Document A312-Performance Bond-2010 edition.

Docusign Envelope ID: 6DFBAD3A-3DF7-8D9E-8035-499F5B8104F0

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obiligation under this Bond shall arise after

.1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;

.2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and

.3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3. the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract:

§ 5.2 Undertake to perform and complete the Construction Contract itself through its agents or independent contractors:

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4 and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

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§ 7 If the Surety elects to act under Section 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

.1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract:
.2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5: and
.3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

§ 14.1 Balance of the Contract Price. The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 Contractor Default. Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

Docusign Envelope ID: 6DFBAD3A-3DF7-8D9E-8035-499F5B8104F0

§ 16 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL		**SURETY**	
Company:	*(Corporate Seal)*	Company:	*(Corporate Seal)*
Signature: _____		Signature: _____	
Name and Title:		Name and Title:	
Address:		Address:	

Docusign Envelope ID: 6DFBAD3A-3DF7-8D9E-8035-499F5B8104F0

MERCHANTS BONDING COMPANY

MERCHANTS BONDING COMPANY (MUTUAL) P.O. BOX 14498, DES MOINES, IOWA 50306-3498
PHONE: (800) 678-8171 FAX: (515) 243-3854

Payment Bond

Bond No. 101827352

CONTRACTOR:
(Name, legal status and address)
Ebert, Inc. dba Ebert Construction
23350 County Road 10
Corcoran, MN 55357

SURETY:
(Name, legal status and principal place of business)
Merchants Bonding Company (Mutual)
6700 Westown Parkway, West Des Moines, Iowa 50266

OWNER:
(Name, legal status and address)
City of Wyoming
26885 Forest Blvd.
Wyoming, MN 55092

CONSTRUCTION CONTRACT
Date: June 17, 2026

Amount: $148,200.00

Description: Wyoming Fire & City Hall - 32B Concrete Paving
(Name and location)

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

This document combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

BOND
Date: June 29, 2026
(Not earlier than Construction Contract Date)

Amount: $148,200.00

Modifications to this Bond: ☒ None ☐ See Section 18

CONTRACTOR AS PRINCIPAL
Company: *(Corporate Seal)*
Ebert, Inc. dba Ebert Construction

Signature: _____
Name and Title: Markus Ross Ebert, Vice President & Secretary

SURETY
Company: *(Corporate Seal)*
Merchants Bonding Company (Mutual)

Signature: _____
Name and Title: Chase Stoneback, Attorney-In-Fact

(Any additional signatures appear on the last page of this Payment Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:
Marsh & McLennan Agency, LLC
6160 Golden Hills Drive
Minneapolis, MN 55416
763-746-8000

OWNER'S REPRESENTATIVE:
(Architect, Engineer or other party:)

Printed in cooperation with American Institute of Architects (AIA). The language in this document conforms exactly to the language used in AIA Document A312-Payment Bond-2010 edition.

Docusign Envelope ID: 6DFBAD3A-3DF7-8D9E-8035-499F5B8104F0

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3., the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

.1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and

.2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed: and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

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§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2. or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- **.1** the name of the Claimant;
- **.2** the name of the person for whom the labor was done, or materials or equipment furnished;
- **.3** a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract:
- **.4** a brief description of the labor, materials or equipment furnished:
- **.5** the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract:
- **.6** the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim:
- **.7** the total amount of previous payments received by the Claimant; and
- **.8** the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a clairn under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil. gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

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§ 16.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL		**SURETY**	
Company:	*(Corporate Seal)*	Company:	*(Corporate Seal)*
Signature: _____		Signature: _____	
Name and Title:		Name and Title:	
Address:		Address:	

Docusign Envelope ID: 6DFBAD3A-3DF7-8D9E-8035-499F5B8104F0

ACKNOWLEDGMENT OF INDIVIDUAL

State of _____)
) ss.
County of _____)

ACKNOWLEDGMENT OF PRINCIPAL

On this _____ day of _____, , before me personally appeared _____, known to me to be the individual whose name is subscribed on this bond form, who acknowledged that this bond was executed for the purposes therein contained.

Notary Seal

_____
Notary Public

ACKNOWLEDGMENT OF PARTNERSHIP

State of _____)
) ss.
County of _____)

ACKNOWLEDGMENT OF PRINCIPAL

On this _____ day of _____, , before me personally appeared _____, known to me to be a partner in the partnership whose name is subscribed on this bond form, who acknowledged to me that the bond was executed on behalf of the partnership for the purposes therein contained.

Notary Seal

_____
Notary Public

ACKNOWLEDGMENT OF CORPORATION

State of Minnesota)
) ss.
County of Hennepin)

ACKNOWLEDGMENT OF PRINCIPAL

On this 29th day of June 26 before me personally appeared **Markus Ross Ebert**, who acknowledged that he or she is the **Vice President** of a corporation whose name is subscribed on this bond form, and that, as a corporate officer, he or she is authorized to execute the bond for the purposes therein contained.

Notary Seal

Candace Lee Green
Notary Public
Minnesota
My Commission Expires January 31, 2027

Candace Green
Notary Public

ACKNOWLEDGMENT OF SURETY

State of Minnesota)
) ss.
County of Hennepin)

ACKNOWLEDGMENT OF SURETY

On this **29th** day of **June**, **2026** before me personally appeared **Chase Stoneback**, who acknowledged that he or she is the attorney in fact who is authorized on behalf of **Merchants Bonding Company**, corporation, on the behalf of the corporation.

Notary Seal

KARLA J DEUTSCH HUNT
Notary Public
Minnesota
My Commission Expires January 31, 2027

Karla Deutsch Hunt
Notary Public

MERCHANTS BONDING COMPANY™

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, and MERCHANTS NATIONAL INDEMNITY COMPANY , an assumed name of Merchants National Bonding, Inc., (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Aileen Geving; Chase Stoneback; Christine Scott; Christopher James; Danielle Hernandez; Dee Ann Briegel; James Erickson; Janet L Roth; John C Klein; Karla Deutsch-Hunt; Kathryn Brophy; Kerri Hatton-Rudnik; Kim Neary; Kristin B Schiferl; Larry Sumbs; Lynn M Dvergsten; Rita Carlson; Stephen M Klein; Stewart Yoo

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the By-Laws adopted by the Board of Directors of the Companies.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 7th day of May , 2026 .

MERCHANTS BONDING COMPANY (MUTUAL) - INCORPORATED -o- 1933 - MERCHANTS NATIONAL BONDING, INC. - INCORPORATED -o- 2003 - MERCHANTS NATIONAL INDEMNITY COMPANY - CALIFORNIA

MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
MERCHANTS NATIONAL INDEMNITY COMPANY

By Larry Taylor

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 7th day of May 2026 , before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL), MERCHANTS NATIONAL BONDING, INC., and MERCHANTS NATIONAL INDEMNITY COMPANY; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

NOTARIAL SEAL IOWA
Penni Miller
Commission Number 787952
My Commission Expires
January 20, 2027

Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, Elisabeth Sandersfeld, Secretary of MERCHANTS BONDING COMPANY (MUTUAL), MERCHANTS NATIONAL BONDING, INC., and MERCHANTS NATIONAL INDEMNITY COMPANY do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 29th day of June , 2026 .

MERCHANTS BONDING COMPANY (MUTUAL) - INCORPORATED -o- 1933 - MERCHANTS NATIONAL BONDING, INC. - INCORPORATED -o- 2003 - MERCHANTS NATIONAL INDEMNITY COMPANY - CALIFORNIA

Secretary

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/25/2026

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

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

PRODUCER Marsh & McLennan Agency LLC 6160 Golden Hills Drive Minneapolis MN 55416	**CONTACT NAME:** Diane Lo **PHONE (A/C, No, Ext):** **FAX (A/C, No):** **E-MAIL ADDRESS:** Diane.Lo@Marshmma.com
INSURED EBERTINC Ebert, Inc. Ebert Construction, Inc. 23350 County Rd 10 Corcoran MN 55357	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** WESTERN NATIONAL MUTUAL INSURA — 15377 **INSURER B :** HANOVER INSURANCE COMPANY — 22292 **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 696103140 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			CPP0016329	4/1/2026	4/1/2027	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
	X XCU/Broad FormPD						MED EXP (Any one person)	$ 10,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	$ 1,000,000
	POLICY X PRO-JECT X LOC						GENERAL AGGREGATE	$ 2,000,000
	OTHER:						PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
A	AUTOMOBILE LIABILITY			CPP0016141	4/1/2026	4/1/2027	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR			UMB001081126	4/1/2026	4/1/2027	EACH OCCURRENCE	$ 10,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 10,000,000
	DED X RETENTION $ 10,000							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			WCV0010746	4/1/2026	4/1/2027	X PER STATUTE / OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N (Mandatory In NH)	N/A					E.L. EACH ACCIDENT	$ 100,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 100,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000
B	Scheduled Equipment Leased Equipment Installation Floater			IHX525891918	4/1/2026	4/1/2027	Limit Limit Limit	$1,372,639 $160,000 $2,000,000

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

Re: Project #2610097, Wyoming Fire Station and City Hall, 26885 Forest Blvd, Wyoming, MN 55092.
Kraus-Anderson Construction Company, City of Wyoming, and Wold Architects & Engineers are included as Additional Insureds under the General Liability on a primary and non-contributory basis for ongoing work and completed operations of the named insured for specifically reference job or as required by written contract or agreement. Cancellation provision is amended to 30 days except for 10 day notice of cancellation for non-payment of premium per policy terms and conditions.

CERTIFICATE HOLDER

City of Wyoming
c/o Kraus-Anderson Construction
501 South 8th Stree
Minneapolis MN 55404

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – CONTRACTORS – OPERATIONS AND COMPLETED OPERATIONS – WITH ADDITIONAL INSURED REQUIREMENT IN CONSTRUCTION CONTRACT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. Additional Insured – Operations

A. Section II – Who Is An Insured is amended to include as an additional insured:

(1) Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy; and

(2) Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph 1. above.

Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

a. Your acts or omissions; or

b. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

B. With respect to **Additional Insured - Operations**, coverage is limited as follows:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

(1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

(2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

2. Additional Insured – Completed Operations

A. Section II – Who Is An Insured is amended to include as an additional insured:

(1) Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy; and

(2) Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph **1.** above.

Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

a. Your acts or omissions; or

b. The acts or omissions of those acting on your behalf;

and included in the "products-completed operations hazard".

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B. With respect to **Additional Insured – Completed Operations**, coverage is limited as follows:

(1) A person or organization's status as an insured under Additional Insured – Completed Operations continues only for the period of time required by any written contract or agreement.

(2) The insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of "your work" for which a consolidated (wrap-up) insurance program has been provided by the prime contractor-project manager or owner of the construction project in which you are involved.

3. Primary and Noncontributory

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

4. Other Provisions Applicable to Additional Insured – Operations and Additional Insured – Completed Operations

A. The Amendment of Insured Contract Definition (Endorsement CG 24 26) does not apply to an additional insured.

B. The coverage provided under Paragraph **f.** of the definition of "insured contract" under **Section V – Definitions** does not apply to an additional insured under this endorsement unless required by a written contract or agreement.

C. The insurance afforded to such additional insured only applies to the extent permitted by law; and

If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

D. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance**:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is:

(1) The minimum amount required by the contract or agreement; or

(2) The Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

E. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

(1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against an additional insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or failure to render any professional services by you with respect to your providing engineering, architectural or surveying services in your capacity as an engineer, architect or surveyor.

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SCHEDULE OF VALUES

7/8/2026

Wyoming Fire Station and City Hall
Work Scope 32B- Concrete Paving

NOTE: Schedule of values/draft billing. First billing will reflect the below numbers unless revisions are made upond request.
Below numbers are not to be used for additions or deductions to the contract value.

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATIONS (D+E)	THIS PERIOD					
	Bond & Insurances	$2,623.00							
	General Conditions	$17,202.00							
	Allowance	$5,000.00							
	Curb and Gutter-Labor	$15,772.00							
	Curb and Gutter-Materials	$7,887.00							
	Concrete Paving-Labor	$49,000.00							
	Concrete Paving-Materials	$50,716.00							
	TOTALS	$148,200.00	$0.00	$0.00	$0.00	$ -	0.00%	$0.00	$0.00

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Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ **Go to *www.irs.gov/FormW9* for instructions and the latest information.**

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Ebert Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☑ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

23350 County Road 10

Requester's name and address (optional)

6 City, state, and ZIP code

Corcoran, MN 55357

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

4	1	–	0	9	8	9	3	5	0

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ *Dana Fricke* Date ▶ 6/30/2026

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9.*

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

AIA® Document A132® – 2019

Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition

AGREEMENT made as of the 17th of June in the year 2026

BETWEEN the Owner:

City of Wyoming
26885 Forest Blvd
PO Box 188
Wyoming, MN 55092

and the Contractor:

Twin Town Demolition, LLC
133825 207th Avenue Northwest
Elk River, MN 55330

for the following Project:

Wyoming Fire Station and City Hall
26885 Forest Blvd
Wyoming, MN 55092

The Construction Manager:

Kraus-Anderson ® Construction Company
501 South Eighth Street
Minneapolis, MN 55404

The Architect:

Wold Architects & Engineers
50 South 6th Street, Suite 2250
Minneapolis, MN 55402

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with AIA Documents A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition; B132™–2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition; and C132™–2019, Standard Form of Agreement Between Owner and Construction Manager as Adviser. AIA Document A232™–2019 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.
/
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TABLE OF ARTICLES

1 THE CONTRACT DOCUMENTS

2 THE WORK OF THIS CONTRACT

3 DATE OF COMMENCEMENT AND DATES OF SUBSTANTIAL COMPLETION

4 CONTRACT SUM

5 PAYMENTS

6 DISPUTE RESOLUTION

7 TERMINATION OR SUSPENSION

8 MISCELLANEOUS PROVISIONS

9 ENUMERATION OF CONTRACT DOCUMENTS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than Modifications, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

Complete Work Scope 02A Demolition per plans, specifications and addenda enumerated herein.

ARTICLE 3 DATE OF COMMENCEMENT AND DATES OF SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:
(Paragraph deleted)

[X] Established as follows:

*(Paragraphs deleted)*On or about [August 3, 2026], but within 5 days of notice to proceed as directed by the Construction Manager.

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

(Table deleted)
(Paragraphs deleted)

§ 3.4 When the Work of this Contract, or any Portion Thereof, is Substantially Complete

§ 3.4.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall substantially complete the entire Work of this Contract:

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[X] By the following date: June 10, 2027

§ 3.4.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work of this Contract are to be substantially complete prior to when the entire Work of this Contract shall be substantially complete, the Contractor shall substantially complete such portions by the following dates:

Portion of Work	Date to be substantially complete

§ 3.4.3 If the Contractor fails to substantially complete the Work of this Contract, or portions thereof, as provided in this Section 3.4, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be one of the following:

[X] Stipulated Sum, in accordance with Section 4.2 below

(Paragraph deleted)

§ 4.2 Stipulated Sum

§ 4.2.1 The Contract Sum shall be One Hundred Sixty-Four Thousand Three Hundred Dollars and No 00/100 ($164,300.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2.2 Alternates

§ 4.2.2.1 Alternates, if any, included in the Contract Sum:

(Table deleted)

§ 4.2.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.

(Paragraph deleted)

Item	Price	Conditions for Acceptance
N/A	N/A	

§ 4.2.3 Allowances, if any, included in the Contract Sum:

(Paragraph deleted)

Item	Price
Labor & Material	$10,000.00

§ 4.2.4 Unit prices, if any:

(Paragraph deleted)

Item	Units and Limitations	Price per Unit
N/A	N/A	N/A

§ 4.3 NOT USED

(Paragraph deleted)
(Table deleted)
(Paragraphs deleted)

§ 4.4 NOT USED

(Paragraphs deleted)
(Table deleted)
(Paragraphs deleted)
(Table deleted)
(Paragraphs deleted)

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(Table deleted)
(Paragraphs deleted)
(Table deleted)
(Paragraphs deleted)
§ 4.5 Liquidated damages, if any:

N/A

§ 4.6 Other:

N/A

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Construction Manager by the Contractor, and Certificates for Payment issued by the Construction Manager and Architect, the Owner shall make progress payments on account of the Contract Sum, to the Contractor, as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month.

§ 5.1.3 Provided that an Application for Payment is received by the Construction Manager not later than the 25th day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the last day of the following month. If an Application for Payment is received by the Construction Manager after the application date fixed above, such Application for Payment will be processed with the next month's Application for Payment.

§ 5.1.4 Progress Payments Where the Contract Sum is Based on a Stipulated Sum

§ 5.1.4.1 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Construction Manager and Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.4.2 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.4.3 In accordance with AIA Document A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.4.3.1 The amount of each progress payment shall first include:

- **.1** That portion of the Contract Sum properly allocable to completed Work;
- **.2** That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- **.3** That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.4.3.2 The amount of each progress payment shall then be reduced by:

- **.1** The aggregate of any amounts previously paid by the Owner;
- **.2** The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A232–2019;
- **.3** Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;

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.4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A232–2019; and

.5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.5 NOT USED

(Paragraphs deleted)

§ 5.1.6 NOT USED

(Paragraphs deleted)

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to when the Work of this Contract is substantially complete, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

5%

§ 5.1.7.1.1 The following items are not subject to retainage:

N/A

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:

N/A

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, when the Work of this Contract is substantially complete, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted when the Work of this Contract is substantially complete shall not include retainage as follows:

(Paragraph deleted)

As set forth in the AIA A232-2019 General Conditions.

§ 5.2 Final Payment

§ 5.2.1 Final Payment Where the Contract Sum is Based on a Stipulated Sum

§ 5.2.1.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

.1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A232–2019, and to satisfy other requirements, if any, which extend beyond final payment; and

.2 a final Certificate for Payment or Project Certificate for Payment has been issued by the Architect.

§ 5.2.1.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the final Certificate for Payment or Project Certificate for Payment.

§ 5.2.2 NOT USED

(Paragraphs deleted)

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as Initial Decision Maker pursuant to Article 15 of AIA Document A232–2019, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.

Mr. Jonathan Loose

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Wold Architects & Engineers
50 South 6th Street, Suite 2250
Minneapolis, MN 55402

§ 6.2 Binding Dispute Resolution
For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A232–2019, the method of binding dispute resolution shall be as follows:

[X] Arbitration pursuant to Article 15 of AIA Document A232–2019.
(Paragraphs deleted)

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION
§ 7.1 Where the Contract Sum is a Stipulated Sum
§ 7.1.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A232–2019.

(Paragraphs deleted)
§ 7.1.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A232–2019.

§ 7.2 NOT USED

(Paragraphs deleted)
§ 7.3 Suspension
The Work may be suspended by the Owner as provided in Article 14 of AIA Document A232–2019; in such case, the Contract Sum and Contract Time shall be increased as provided in Article 14 of AIA Document A232–2019, except that the term "profit" shall be understood to mean the Contractor's Fee as described in Section 4.3.2 or 4.4.2, as applicable, of this Agreement.

ARTICLE 8 MISCELLANEOUS PROVISIONS
§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A232–2019 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:

Robb Linwood, City Administrator
City of Wyoming
26885 Forest Blvd
PO Box 188
Wyoming, MN 55092

§ 8.3 The Contractor's representative:

Nicholas Holm
nick@twintowndemolition.com
612-791-2009

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§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in Article 11 of AIA Document A232–2019, as modified, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in Article 11 of AIA Document A232–2019, as modified , and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A232–2019, may be given in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

(Paragraph deleted)
To the email address of the Owner, Contractor, Construction Manager and Architect set forth in this Agreement.

§ 8.7 NOT USED

§ 8.8 Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

.1 AIA Document A132™–2019, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition

.2 Reserved.

.3 AIA Document A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition

.4

(Paragraphs deleted)
Reserved.

.5 Drawings

Number	Title	Date
00.00	COVER SHEET	May 19, 2026
00.01	SITE LAYOUT EXISTING CITY HALL EXHIBIT A	May 1, 2026
00.02	SITE LAYOUT PROPOSED CITY HALL EXHIBIT B	May 1, 2026
C0.01	REMOVAL PLAN- FIRE DEPARTMENT	May 26, 2026
C1.01	GRADING PLAN- FIRE DEPARTMENT	May 26, 2026
C2.01	PAVEMENT RESTORATION PLAN- FIRE DEPARTMENT	May 26, 2026
C3.01	EROSION CONTROL PLAN- FIRE DEPARTMENT	May 26, 2026
C3.02	STORM WATER POLLUTION PREVENTION PLAN	May 1, 2026
C3.03	STORM WATER POLLUTION PREVENTION PLAN	May 1, 2026
C3.04	STORM WATER POLLUTION PREVENTION PLAN	May 1, 2026
C4.01	CIVIL DETAIL SHEETS	May 1, 2026
C4.02	CIVIL DETAIL SHEETS	May 1, 2026
C5.01	TYPICAL SECTIONS	May 1, 2026
C9.01	ALTERNATE NO.1 REMOVAL PLAN- CITY HALL	May 1, 2026
C9.02	ALTERNATE NO.1 GRADING PLAN- CITY HALL	May 26, 2026
C9.03	ALTERNATE NO.1 PAVEMENT RESTORATION PLAN- CITY HALL	May 1, 2026
C9.04	ALTERNATE NO.1 EROSION CONTROL PLAN- CITY HALL	May 1, 2026
C9.05	ALTERNATE NO.1 UTILITY PLAN- CITY HALL	May 26, 2026
S0.000	TITLE SHEET	May 1, 2026
S2.01a	FIRE STATION FOOTING AND FOUNDATION PLAN	May 1, 2026

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S2.02a	FIRE STATION ROOF FRAMING PLAN	May 1, 2026
S5.201	SECTIONS AND DETAILS	May 1, 2026
S5.221	SECTIONS AND DETAILS	May 1, 2026
S6.201	SCHEDULES AND NOTES	May 1, 2026
S9.101	ALTERNATE #1- CITY HALL GARAGE FOUNDATION AND ROOF FRAMING PLANS	May 1, 2026
S9.102	ALTERNATE #1- CITY HALL GARAGE SCHEDULES, SECTIONS AND DETAILS	May 1, 2026
A0.001	CODE ANALYSIS	May 26, 2026
A0.101	CODE PLAN- COLOR	May 1, 2026
A0.201	PHASING AND FLOOR PROTECTION PLAN	May 26, 2026
A1.01a	FIRE STATION MAIN LEVEL DEMOLITION PLAN	May 26, 2026
A1.01b	CITY HALL MAIN LEVEL DEMOLITION PLAN	May 1, 2026
A1.02a	FIRE STATION SAWCUTTING PLAN	May 26, 2026
A1.02b	CITY HALL SAWCUTTING PLAN	May 1, 2026
A2.01a	FIRE STATION MAIN LEVEL FLOOR PLAN	May 26, 2026
A2.01b	CITY HALL MAIN LEVEL FLOOR PLAN	May 26, 2026
A2.095	FIRE STATION ROOF DEMOLITION PLAN AND ROOF PLAN	May 1, 2026
A2.301	FLOOR PATCHING PLAN	May 1, 2026
A2.901	OPENING TYPES	May 1, 2026
A3.01a	FIRE STATION MAIN LEVEL REFLECTED CEILING PLAN	May 26, 2026
A3.01b	CITY HALL MAIN LEVEL REFLECTED CEILING PLAN	May 1, 2026
A4.101	DETAILS- GENERAL- SYMBOLS, ABBREVIATIONS, MATERIALS	May 26, 2026
A4.105	ENLARGED PLANS- TOILETS	May 1, 2026
A4.201	VERTICAL CIRCULATION & DETAILS	May 1, 2026
A4.202	VERTICAL CIRCULATION DETAILS	May 1, 2026
A4.300a	FIRE STATION MAIN LEVEL FLOOR FINISH PLAN	May 1, 2026
A4.300b	CITY HALL MAIN LEVEL FLOOR FINISH PLAN	May 1, 2026
A4.301a	FIRE STATION SIGNAGE PLAN	May 1, 2026
A4.301b	CITY HALL SIGNAGE PLAN	May 1, 2026
A4.701	DETAILS- CONCRETE BLOCK AND METAL STUD WALL TYPES	May 26, 2026
A4.705	DETAILS- INTERIOR DETAILS	May 1, 2026
A4.708	CASEWORK ELEVATIONS	May 1, 2026
A4.711	DETAILS- CASEWORK	May 1, 2026
A4.712	DETAILS- CASEWORK	May 26, 2026
A4.801	DETAILS- INTERIOR OPENINGS	May 1, 2026
A4.901	DETAILS- INTERIOR CEILING DETAILS	May 1, 2026
A5.101	EXTERIOR ELEVATIONS	May 26, 2026
A5.201	EXTERIOR WALL SECTIONS	May 26, 2026
A5.202	EXTERIOR WALL SECTIONS	May 26, 2026
A5.401	EXTERIOR ASSEMBLIES- WALLS	May 1, 2026
A5.501	DETAILS- EXTERIOR WALL	May 1, 2026
A5.601	EXTERIOR DETAILS- OPENINGS (HOLLOW METAL) AND (STOREFRONT)	May 26, 2026
A5.611	EXTERIOR DETAILS- OPENINGS (OH DOOR)	May 1, 2026
A5.801	EXTERIOR DETAILS	May 1, 2026
A5.901	EXTERIOR DETAILS- ROOF	May 1, 2026
A6.001	DETAILS- SITE	May 1, 2026
A9.10	ALTERNATE #1- CITY HALL GARAGE- DEMOLITION PLAN	May 1, 2026
A9.11	ALTERNATE #1- CITY HALL GARAGE- FLOOR PLAN, RCP, AND ROOF PLAN	May 1, 2026
A9.12	ALTERNATE #1- CITY HALL GARAGE- EXTERIOR ELEVATIONS AND WALL SECTIONS	May 1, 2026
A9.13	ALTERNATE #1- CITY HALL GARAGE- DETAILS	May 26, 2026
M0.0	MECHANICAL TITLE SHEET	May 26, 2026
M1.1	FIRE STATION DEMOLITION PLAN	May 19, 2026
M1.2	CITY HALL DEMOLITION PLAN	May 1, 2026

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M2.1	FIRE STATION PLUMBING PLAN	May 26, 2026
M3.1	FIRE STATION MECHANICAL AND ROOF PLAN	May 26, 2026
M3.2	CITY HALL NEW PLANS	May 1, 2026
M3.3	CITY HALL GARAGE ALTERNATE #1	May 26, 2026
M4.0	MECHANICAL DETAILS	May 1, 2026
M4.1	MECHANICAL DETAILS	May 1, 2026
M4.2	MECHANICAL DETAILS	May 1, 2026
M4.3	PLUMBING RISERS	May 19, 2026
M4.4	PLUMBING RISERS	May 19, 2026
M5.0	SCHEDULES	May 26, 2026
M5.1	SCHEDULES	May 26, 2026
E0.00	ELECTRICAL SYMBOLS AND ABBREVIATIONS	May 1, 2026
E0.02	ELECTRICAL SITE PLAN	May 1, 2026
E0.12a	MAIN LEVEL DEMOLITION PLAN- NEW CITY HALL	May 1, 2026
E0.12b	MAIN LEVEL DEMOLITION PLAN- FIRE STATION	May 26, 2026
E1.11a	MAIN LEVEL LIGHTING PLAN- NEW CITY HALL	May 26, 2026
E1.11b	MAIN LEVEL LIGHTING PLAN- FIRE STATION	May 26, 2026
E1.11c	MAIN LEVEL LIGHTING PLAN- GARAGE	May 1, 2026
E2.11a	MAIN LEVEL POWER PLAN- NEW CITY HALL	May 19, 2026
E2.11b	MAIN LEVEL POWER PLAN- FIRE STATION	May 26, 2026
E2.11c	MAIN LEVEL POWER PLAN- GARAGE	May 1, 2026
E3.11a	MAIN LEVEL SYSTEMS PLAN- NEW CITY HALL	May 1, 2026
E3.11b	MAIN LEVEL SYSTEMS PLAN- FIRE STATION	May 1, 2026
E3.11c	MAIN LEVEL SYSTEMS PLAN- GARAGE	May 1, 2026
E4.01	ROOF PLAN ELECTRICAL- FIRE STATION	May 1, 2026
E5.00	EXISTING ONE LINE DIAGRAM	May 26, 2026
E5.01	REMODEL ONE-LINE DIAGRAM	May 26, 2026
E6.00	ELECTRICAL SCHEDULES	May 26, 2026
E6.02	MOTOR SCHEDULE	May 26, 2026
E6.10	PANEL SCHEDULE	May 26, 2026
E7.01	ELECTRICAL DETAILS	May 1, 2026
E7.02	ELECTRICAL DETAILS	May 1, 2026
E7.10	ELECTRICAL DETAILS- SYSTEMS	May 1, 2026
E7.11	ELECTRICAL DETAILS- SYSTEMS	May 1, 2026
E7.12	ELECTRICAL DETAILS- SYSTEMS	May 1, 2026
TA0.00	AV COVER PAGE	May 1, 2026
TA0.01	AV SYMBOL SCHEDULE	May 1, 2026
TA4.00	AV TYPICAL DETAILS	May 1, 2026
TA4.01	AV TYPICAL DETAILS	May 1, 2026
TA6.00	AV SIGNAL FLOWS	May 1, 2026
TA6.01	AV SIGNAL FLOWS	May 1, 2026
TA6.02	AV SIGNAL FLOWS	May 1, 2026

.6 Specifications

Section	Title	Date
Division 00	Procurements and Contracting Requirements	May 1, 2026
Division 01	General Requirements	May 1, 2026
Division 02	Existing Conditions	May 1, 2026
Division 03	Concrete	May 1, 2026
Division 04	Masonry	May 1, 2026
Division 05	Metals	May 1, 2026
Division 06	Wood, Plastics, and Composites	May 1, 2026
Division 07	Thermal and Moisture Protections	May 1, 2026
Division 08	Openings	May 1, 2026
Division 09	Finishes	May 1, 2026
Division 10	Specialties	May 1, 2026
Divisions 11	Not Used	

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Division 12	Furnishings	May 1, 2026
Divisions 13-20	Not Used	May 1, 2026
Division 21	Fire Suppression	May 1, 2026
Division 22	Plumbing	May 1, 2026
Division 23	Heating, Ventilating, & Air Conditioning (HVAC)	May 1, 2026
Divisions 24-25	Not Used	May 1, 2026
Division 26	Electrical	May 1, 2026
Division 27	Communications	May 1, 2026
Division 28	Electronic Safety and Security	May 1, 2026
Division 29-30	Not Used	May 1, 2026
Division 31	Earthwork	May 1, 2026
Division 32	Exterior Improvements	May 1, 2026
Division 33	Utilities	May 1, 2026
Division 34	Transportation	May 1, 2026
Divisions 35-49	Not Used	May 1, 2026

.7 Addenda, if any:

Number	Date	Pages
One (1)	May 19, 2026	76
Two (2)	May 26, 2026	180

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.8 Other Exhibits:

[ ]

(Paragraphs deleted)

Supplementary and other Conditions of the Contract:

Document	Title	Date
00 01 01	Project Title Page	May 1, 2026
00 01 03	Project Directory	May 1, 2026
00 01 05	Certifications Page	May 1, 2026
00 01 10	Table of Contents	May 1, 2026
00 11 10	Advertisement for Bids	May 1, 2026
00 21 00	Instructions to Bidders	May 1, 2026
00 31 32	Geotechnical Data	May 1, 2026
00 41 00	Online Bidding Instructions	May 1, 2026
00 41 00	Contractor Affidavit	May 1, 2026
00 51 10	List of Contract Forms	May 1, 2026
00 72 00	General Conditions	May 1, 2026

(Paragraphs deleted)

.9 Other documents, if any, listed below:

N/A

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This Agreement is entered into as of the day and year first written above.

City of Wyoming	Twin Town Demolition, LLC
	DocuSigned by: Nicholas Holm DAC80F85EAE34CA...
OWNER *(Signature)*	**CONTRACTOR** *(Signature)*
Robb Linwood Assistant City Administrator	Nicholas Holm Principal
(Printed name and title)	*(Printed name and title)*

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KRAUS-ANDERSON®

Kraus-Anderson Construction Company
501 South Eighth Street, Minneapolis, MN 55404

June 19, 2026

Mr. Nicholas Holm
Twin Town Demolition, LLC
13385 207th Ave NW
Elk River, MN 55330

RE: Wyoming Fire Station and City Hall
Wyoming, MN

Dear Mr. Anderson:

We are pleased to confirm that you have been awarded the Work Scope 02A Demolition Contract for the above project. We look forward to working with you and we anticipate the timely and successful completion of this project.

To properly start the project, we invite your careful review of various requirements, including the provisions of Division 1-General Requirements of the project specifications. Your cooperation in the prompt completion of submittals and other General Conditions items will expedite the work and will be appreciated. We are concerned that requests for payment are not delayed pending receipt of required submittals. We comment on some of these matters herein, which can serve as a checklist.

1) Contract Information:

Contract Form: AIA Document A132/CMa, 2019 Edition

Contract Amount: $164,300.00

Contract Date: June 17, 2026

Owner: City of Wyoming
26885 Forest Blvd, PO Box 188
Wyoming, MN 55092

Project Identification: Wyoming Fire Station and City Hall
26885 Forest Blvd, Wyoming, MN 55092

Architect: Wold Architects & Engineers

Construction Manager: Kraus-Anderson® Construction Company

2) Contract: The proposed Contract is enclosed for your review and execution. After signing, return both copies to this office. We will return one fully executed copy to you.

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3) Notice to Proceed: On behalf of the Owner and Construction Manager, this letter shall serve as your "Notice to Proceed." However, do not start work at the site until proper insurance evidence has been provided and the work coordinated with the Owner's Construction Manager.

4) Permits: The Owner will provide the project building permit.

5) Performance Bond and Payment Bond: Submit one copy of required bonds to this office before starting work at the site. Refer to the General Conditions for bond specifications.

6) Insurance: Submit one copy of required insurance evidence to this office before starting work at the site. Refer to the General Conditions for insurance specifications (**see attached Insurance Requirements**).

7) Schedule of Values: Submit detailed breakdown within 10 days, with labor and material shown separately for each line item. Breakdown should be on AIA Request for Payment forms, G732/CMa and G703.

8) Request for Payment: Email one pdf of the request for payment on AIA Forms G732/CMa and G703 to accounting@krausanderson.com. The cost breakdown must be accepted before any request for payment will be considered. No payment will be made until materials are delivered to the site and work at the site has commenced.

   Contractors **must** submit to Kraus-Anderson **within 10 days** after award of the Contract the following documents:

   1) Signed Contracts.
   2) Performance and Payment Bonds.
   3) Insurance Certificate (Need before any on-site work can begin).
   4) Necessary Licenses and Permits.
   5) Shop Drawings.

   NOTE: Applications for Payment will not be processed for those Contractors who have not submitted (and have been approved) the above information.

9) Completion: Time is an essential condition of the Contract and the substantial and final completion dates must be adhered to as specified in the documents. We look forward to continuous and timely progress so the project is completed within the contract time.

10) Contractor's Construction Schedule: Coordinate with your subcontractors and submit a progress schedule for the project within 14 days. Copies of the schedule showing actual progress are to be submitted monthly with the request for payment. Scheduling of the work will be coordinated with the Owner's Construction Manager.

11) Record Set of Drawings: A complete set is to be maintained at the job site to record all changes.

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12) Samples and Tests: All samples and tests noted or specified will be required, and must be taken or provided in sufficient time for evaluation of reports prior to proceeding with subsequent work. Coordinate with the Owner's testing laboratory as required by the project specifications.

13) Shop Drawings: Refer to Section 01 2100 – Instructions to Bidders and 013 300 - Submittals of the Project Manual. You should receive an invite to Autodesk, please accept, and upload your submittals.

14) Drawings and Specifications: An electronic supply has been, or will be, forwarded to you upon request. We will issue only to you as the Prime Contractor for your distribution to your subcontractors.

We urge that all orders for materials be placed promptly after the review of the list of subcontractors and materials and that subcontractors also place their orders promptly. It will be your responsibility to confirm the timely placement of orders, including those by subcontractors, to insure materials are available when needed to meet the schedule. We advise we will not accept substitutions of materials because of alleged non-availability when orders have been delayed.

We advise of the following staff members to contact regarding the project:

Rachael Oelke	Project Manager
TBD	Project Superintendent
Laurie Fronk	Project Coordinator
Dana Schlegel	Project Accountant
Anne Grubish	Risk Manager (Insurance)

We are most interested in expediting the project to successful completion at the earliest possible date with a prompt and complete project closeout. Should you have any questions on the work, we will welcome your contacting us.

Very truly yours,

KRAUS-ANDERSON® CONSTRUCTION COMPANY

Rachael Oelke

Rachael Oelke
Project Manager

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INSURANCE REQUIREMENTS
FOR
Wyoming Fire Station and City Hall

****Refer to Insurance Specifications in Bid Documents for further information**
Please have your insurance company issue a Certificate of Insurance using the guidelines outlined below. The Certificate is to be sent to Kraus-Anderson Construction Company for approval. Address: 501 South 8th Street, Minneapolis MN 55404 or email to subSinsurance@krausanderson.com .

☒ Certificate Holder:
Owner: City of Wyoming c/o Kraus-Anderson Construction
Address: 501 South 8th Street, Minneapolis MN 55404

☒ Project Name:
Name of Project: Wyoming Fire Station and City Hall
KA Project #: 2610097

☒ Additional Insured & Wording:
Owner: City of Wyoming
Construction Manager: Kraus-Anderson® Construction Company
Architect: Wold Architects & Engineers
Kraus-Anderson® Construction Company, City of Wyoming, and Wold Architects & Engineers are additional insureds for ongoing operations and completed operations, as set forth in the contract, under the Commercial General Liability coverage as pertains to the contract for this Project with City of Wyoming. Such insurance is primary insurance without recourse to or contribution from any similar insurance carried by Kraus-Anderson® Construction Company, City of Wyoming, & Wold Architects & Engineers and/or other persons that are named as additional insureds.

☒ Cancellation: 30 days written notice for cancellation
Include the following language in the "Description of Operations/Special Provisions" fill-in box at the bottom of the certificate: "Kraus-Anderson Construction Company, as an additional insured, shall be provided with 30-days' prior written notice (or such shorter period required by applicable law, if any) should any of the above policies be canceled or materially changed, as set forth in the contract."

☒ General Liability Limits:

General Aggregate	**$2,000,000**
Products/Completed Operations Aggregate	**$2,000,000**
Personal Injury	**$2,000,000**
Each Occurrence	**$2,000,000**

☒ Automobile Liability Limits:
Comprehensive Automobile Liability insurance including owned, hired and non-owned vehicles with limits of **$1,000,000.**

☒ Worker's Compensation and Employer's Liability:
The box "Included" should be checked.

Each Accident:	**$100,000**
Disease- Policy Limit	**$500,000**
Disease - Each Employee	**$100,000**

☒ Umbrella Excess Liability: **may be used to achieve limits listed above**

Professional Design Liability: **If a contractor is required to provide professional services as part of the work, $1,000,000 limit per occurrence policy is required**

Pollution Liability: **If the work involves the transport, dissemination, use or release of pollutants or hazardous materials, $1,000,000 limit per occurrence policy is required**

Reviewed by: Anne Grubish

Docusign Envelope ID: 0CD43825-9530-8B8A-81EF-D5BE16C9E907

Bond No. **GRMN50046A**

AIA® Document A312™ – 2010

Performance Bond

CONTRACTOR:
(Name, legal status and address)
Twin Town Demolition LLC
13385 207th Avenue NW

Elk River, MN 55330

SURETY: Granite Re, Inc.
(Name, legal status and principal place of business)
14001 Quailbrook Drive

Oklahoma City, OK 73134

OWNER:
(Name, legal status and address)
City Of Wyoming
26855 Forest Blvd

Wyoming, MN 55092

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

AIA Document A312–2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

CONSTRUCTION CONTRACT
Date: 6/17/2026

Amount: $164,300.00

Description:
(Name and location)

Complete Work Scope 02A Demolition; Wyoming Fire Station and City Hall; 26885 Forest Blvd, Wyoming, Minnesota

BOND
Date: 7/01/2026
(Not earlier than Construction Contract Date)

Amount: $164,300.00 ONE HUNDRED SIXTY FOUR THOUSAND THREE HUNDRED AND 00/100

Modifications to this Bond: ☒ None ☐ See Section 16

CONTRACTOR AS PRINCIPAL
Company: *(Corporate Seal)*
Twin Town Demolition LLC

Signature:
Name and Title: Nicholas

SURETY
Company: *(Corporate Seal)*
Granite Re, Inc.

Signature:
Name and Title: Troy Staples, Attorney-in-fact

(Any additional signatures appear on the last page of this Performance Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:
Pate Bonding, Inc.
1276 South Robert Street
West St. Paul, MN 55118
(651)457-6842

OWNER'S REPRESENTATIVE:
(Architect, Engineer or other party:)
Wold Architects And Engineers
50 South 6th Street, Suite 2250

Minneapolis, MN 55402

Docusign Envelope ID: 0CD43825-9530-8B8A-81EF-D5BE16C9E907

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

.1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;

.2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and

.3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

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§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

.1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

.2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and

.3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

§ 14.1 Balance of the Contract Price. The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 Contractor Default. Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

Docusign Envelope ID: 0CD43825-9530-8B8A-81EF-D5BE16C9E907

§ 16 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL		SURETY	
Company:	*(Corporate Seal)*	Company:	*(Corporate Seal)*
Signature:		Signature:	
Name and Title:		Name and Title:	
Address		Address	

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

Docusign Envelope ID: 0CD43825-9530-8B8A-81EF-D5BE16C9E907

Bond No. GRMN50046A

AIA® Document A312™ – 2010

Payment Bond

CONTRACTOR:
(Name, legal status and address)
Twin Town Demolition LLC
13385 207th Avenue NW

Elk River, MN 55330

OWNER:
(Name, legal status and address)
City Of Wyoming
26855 Forest Blvd

Wyoming, MN 55092

CONSTRUCTION CONTRACT
Date: 6/17/2026

Amount: $164,300.00

Description:
(Name and location)
Complete Work Scope 02A Demolition; Wyoming Fire Station and City Hall; 26885 Forest Blvd, Wyoming, Minnesota

BOND
Date: 7/01/2026
(Not earlier than Construction Contract Date)

SURETY: Granite Re, Inc.
(Name, legal status and principal place of business)
14001 Quailbrook Drive

Oklahoma City, OK 73134

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

AIA Document A312–2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

Amount: $164,300.00 ONE HUNDRED SIXTY FOUR THOUSAND THREE HUNDRED AND 00/100

Modifications to this Bond: ☒ None ☐ See Section 18

CONTRACTOR AS PRINCIPAL
Company: *(Corporate Seal)*
Twin Town Demolition LLC

Signature:
Name and Title: Nicholas Holm, Principal

SURETY
Company: *(Corporate Seal)*
Granite Re, Inc.

Signature:
Name and Title: Troy Staples, Attorney-in-fact

(Any additional signatures appear on the last page of this Payment Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:
Pate Bonding, Inc.
1276 South Robert Street
West St. Paul, MN 55118
(651)457-6842

OWNER'S REPRESENTATIVE:
(Architect, Engineer or other party:)
Wold Architects And Engineers
50 South 6th Street, Suite 2250

Minneapolis, MN 55402

Docusign Envelope ID: 0CD43825-9530-8B8A-81EF-D5BE16C9E907

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

.1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and

.2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

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§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

.1 the name of the Claimant;
.2 the name of the person for whom the labor was done, or materials or equipment furnished;
.3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
.4 a brief description of the labor, materials or equipment furnished;
.5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
.6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
.7 the total amount of previous payments received by the Claimant; and
.8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

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§ 16.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL		**SURETY**	
Company:	*(Corporate Seal)*	Company:	*(Corporate Seal)*
Signature:		Signature:	
Name and Title:		Name and Title:	
Address		Address	

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

Docusign Envelope ID: 0CD43825-9530-8B8A-81EF-D5BE16C9E907

ACKNOWLEDGMENT OF PRINCIPAL (Individual)

State of _____)
)
County of _____)

On this _____ day of _____, in the year _____, before me personally come(s) _____, to me known and known to me to be the person(s) who (is) (are) described in and executed the foregoing instrument and acknowledge(s) to me that he/she executed the same.

_____
Notary Public

ACKNOWLEDGMENT OF PRINCIPAL (Partnership)

State of _____)
)
County of _____)

On this _____ day of _____, in the year _____, before me personally come(s) _____, a member of the co-partnership of _____ _____ to me known and known to me to be the person who is described in and executed the foregoing instrument and acknowledges to me that he/she executed the same as for the act and deed of the said co-partnership.

_____
Notary Public

ACKNOWLEDGMENT OF PRINCIPAL (Corporation)

State of MN)
)
County of Anoka)

On this 8 day of July, in the year 2026, before me personally come(s) Nicholas Holm, to me known, who, being duly sworn, deposes and says that he/she is the Principal of the Twin Town Demolition llc the corporation described in and which executed the foregoing instrument; that he/she knows the seal of the said corporation; the seal affixed to the said instrument is such corporate seal; that it was so affixed by the order of the Board of Directors of said corporation, and that he/she signed his/her name thereto by like order.

Patrick David
Notary Public
Minnesota
My Commission Expires 1/31/2028

_____
Notary Public

ACKNOWLEDGMENT OF SURETY

State of Minnesota)
)
County of Dakota)

On this 1st day of July, in the year 2026, before me personally come(s) Troy Staples, Attorney(s)-in-Fact of Granite Re, Inc. with whom I am personally acquainted, and who, being by me duly sworn, says that he/she is (are) the Attorney(s)-in-Fact of Granite Re, Inc. company described in and which executed the within instrument; that he/she know(s) the corporate seal of such company; and that seal affixed to the within instrument is such corporate seal and that it was affixed by order of the Board of Directors of said company, and that he/she signed said instrument as Attorney(s)-in-Fact of the said company by like order.

BRITTNEY ELIZABETH MARTINEZ
Notary Public
Minnesota
My Commission Expires 01/31/2029

_____
Notary Public

Docusign Envelope ID: 0CD43825-9530-8B8A-81EF-D5BE16C9E907

GRANITE RE, INC.

GENERAL POWER OF ATTORNEY

Know all Men by these Presents:

That GRANITE RE, INC., a corporation organized and existing under the laws of the State of MINNESOTA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

TOM LAHL; TOM KEMP: LISA M. FRANCOUR; JENNIFER BOYLES; ZACHARY PATE; TROY STAPLES; NICHOLAS HOCHBAN; NICK DENN its true and lawful Attorney-in-Fact(s) for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:

TOM LAHL; TOM KEMP: LISA M. FRANCOUR; JENNIFER BOYLES; ZACHARY PATE; TROY STAPLES; NICHOLAS HOCHBAN; NICK DENN may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Assistant Secretary, this 31st day of July, 2023.

Kenneth D. Whittington, President

Kyle P. McDonald, Assistant Secretary

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)

On this 31st day of July, 2023, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Assistant Secretary of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Assistant Secretary, respectively, of the Company.

My Commission Expires:
April 21, 2027
Commission #: 11003620

Notary Public

GRANITE RE, INC.

Certificate

THE UNDERSIGNED, being the duly elected and acting Assistant Secretary of Granite Re, Inc., a Minnesota Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of Granite Re, Inc. and that said Power of Attorney has not been revoked and is now in full force and effect.

"RESOLVED, that the President, any Vice President, the Assistant Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this 1st day of July, 2026.

Kyle P. McDonald, Assistant Secretary

GR0800-1

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/1/2026

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

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

PRODUCER Kraus-Anderson Insurance Agency, Inc. 420 Gateway Blvd Burnsville MN 55337	**CONTACT NAME:** Certificates Department **PHONE (A/C, No, Ext):** 952-707-8200 **FAX (A/C, No):** 952-890-0535 **E-MAIL ADDRESS:** certificates@kainsurance.com
INSURED TWINTOW-01 Twin Town Demolition LLC 13385 207th Avenue NW Elk River MN 55330	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Midwest Employers Casualty Com 23612 **INSURER B :** Western National Mutual Insura 15377 **INSURER C :** Underwriters at Lloyd's, Londo 15792 **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 1670138114 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR X Contractual Liab X xcu GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	Y		CPP 1332410	2/1/2026	2/1/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			CPP 1330695	2/1/2026	2/1/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $ $
B	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED X RETENTION $ 10,000			UMB 1055459	2/1/2026	2/1/2027	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000 $
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		07-0002146	2/1/2026	2/1/2027	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
C	Pollution Liability			CPLI02847001	3/17/2026	3/17/2028	Each Occurrence Aggregate	$1,000,000 $1,000,000

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

RE: KA Project #2610097; Wyoming Fire Station and City Hall; 26885 Forest Blvd, Wyoming, MN 55092
Kraus-Anderson Construction Company, City of Wyoming, and Wold Architects & Engineers are Additional Insureds for ongoing operations and completed operations, as set forth in the subcontract, under the Commercial General Liability coverage as pertains to contracts with Kraus-Anderson Construction Company. Such insurance is primary insurance without recourse to or contribution from any similar insurance carried by Kraus-Anderson Construction Company and/or other persons that are named as additional insureds.
Kraus-Anderson Construction Company, as an additional insured, shall be provided with 30-days prior written notice (or such shorter period required by law, if any) should any of the above policies be cancelled, as set forth in the subcontract.

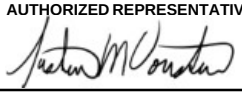
CERTIFICATE HOLDER

City of Wyoming
c/o Kraus-Anderson Construction
501 South 8th Street
Minneapolis, MN 55404

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



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Certification # 994994

Expires 3/17/2028

CERC Certified Environmentally Responsible Contractor

Certified Contractor	**Twin Town Demolition, LLC**		
Insurance Carrier	Certain Underwriters at Lloyd's		
Policy #	CPLI02847001	Policy Period	3/17/2026 - 3/17/2028

The potential risk of a pollution event is inherent in all construction work. Such an event can cause significant financial loss for project owners and other contractors at the site and can even impact the community and environment. Some contractors actively manage this risk, while others do not. Environmental Risk Professionals, LLC hereby certifies that the above referenced contractor has distributed protocols to avoid pollution incidents on job sites and has purchased a comprehensive pollution liability insurance policy to provide financial responsibility should an accident arise.

Training – The above referenced contractor has distributed "Pollution Prevention Practices" designed to mitigate common environmental risks associated with their contracting operations. Examples of these written protocols may include, but are not limited to, the following activities:

Chemical Storage
Solid and Hazardous Waste Management
General Housekeeping
Mold Identification and Abatement
Responding to Spills
Fugitive Dust Control
Stormwater Pollution Prevention
Personal Protective Equipment
Deterring Illicit Abandonment
Asbestos and Lead Based Paint

Insurance– Even when Pollution Prevention Practices are followed, accidents still happen. Property owners bear the ultimate responsibility for a pollution problem at their site, even if caused by a contractor working on their behalf. A contractor needs to purchase a true pollution liability policy in order to properly protect the entities for whom they perform operations. Environmental Risk Professionals, LLC has reviewed the above referenced pollution liability policy and hereby confirms that it provides the following important financial responsibility provisions:

1. A policy limit of at least $1,000,000
2. Coverage is primary and non-contributory, with the certificate holders included as Additional Insureds and carrier rights to subrogation waived in their favor
3. On-site and off-site remediation expense for pollution conditions arising from contracting operations
4. No mold exclusion on policy
5. A pollution event includes damage to natural resources
6. Coverage for transportation and disposal of pollutants
7. No limitation to sudden and accidental pollution release only

ENVIRONMENTAL RISK PROFESSIONALS

Signed Environmental Risk Professionals, LLC

This certificate was issued on 4/6/2026 and serves as a matter of information only. The Certificate is only valid through the current policy period with an active policy. This certificate confers no rights upon the certificate holder and does not affirmatively or negatively amend, extend or alter the coverage afforded by the policy listed above. This certificate does not constitute a contract between the issuing insurer and the certificate holder.

visit c-e-r-c.com to learn more

SubContractors Pay Application Schedule of Values Work Sheet **Page 2 of 2** ***Application No:*** **SOV**

In tabulations below, all amounts must be stated to the exact amount per the Contract. **DO NOT ROUND.** ***Date:*** 7.1.2026

FROM SUBCONTRACTOR: Twin Town Demolition

0 **13385 207th ave NW, Elk River, MN 55330**

A	B	C	D	E	F	G	H	K	L	M	N
Item #	Description of Work	scheduled value	work completed previous	this period	materials stored	completed and stored to date	amount retained	previous payments	current payment due	balance to finish C - G	% compl to date C/G
1	Fire Station	122,000.00	0.00	0.00		0.00	0.00	0.00	0.00	122,000.00	0%
: 2A Sele	City Hall	32,300.00	0.00	0.00		0.00	0.00	0.00	0.00	32,300.00	0%
3	Allowance	10,000.00	0.00	0.00		0.00	0.00	0.00	0.00	10,000.00	0%
4		0.00	0.00	0.00		0.00	0.00	0.00	0.00	0.00	#DIV/0!
5		0.00	0.00	0.00		0.00	0.00	0.00	0.00	0.00	#DIV/0!
6		0.00	0.00	0.00		0.00	0.00	0.00	0.00	0.00	#DIV/0!
7		0.00	0.00	0.00		0.00	0.00	0.00	0.00	0.00	#DIV/0!
8		0.00	0.00	0.00		0.00	0.00	0.00	0.00	0.00	#DIV/0!
							0.00				
							0.00				
							0.00				
Total Original Contract Amount		**164,300.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**164,300.00**	0%
APPROVED CHANGE ORDERS (Approved Change Order)											
CO #											
1					0.00	0.00	0.00	0.00	0.00	0.00	#DIV/0!
2					0.00	0.00	0.00	0.00	0.00	0.00	#DIV/0!
3					0.00	0.00	0.00	0.00	0.00	0.00	#DIV/0!
4					0.00	0.00	0.00	0.00	0.00	0.00	#DIV/0!
5					0.00	0.00	0.00	0.00	0.00	0.00	#DIV/0!
6					0.00	0.00	0.00	0.00	0.00	0.00	#DIV/0!
							0.00				
Total Approved Change Orders		**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	#DIV/0!
GRAND TOTAL		**164,300.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**164,300.00**	**0%**

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Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See ***Specific Instructions*** on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

Twin Town Demolition LLC

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☒ S corporation ☐ Partnership ☐ Trust/estate

☑ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . .

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

5 Address (number, street, and apt. or suite no.). See instructions.

13385 207th Ave NW

Requester's name and address (optional)

6 City, state, and ZIP code

Elk River, MN 55330

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

8	3	–	4	5	1	9	1	1	9

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here | **Signature of U.S. person** | **Date**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

AIA® Document A132® – 2019

Standard Form of Agreement Between Owner and Contractor, *Construction Manager as Adviser Edition*

AGREEMENT made as of the 17th of June in the year 2026

BETWEEN the Owner:

City of Wyoming
26885 Forest Blvd
PO Box 188
Wyoming, MN 55092

and the Contractor:

Ebert, Inc. dba Ebert Construction
23350 County Road 10
Corcoran, MN 55357

for the following Project:

Wyoming Fire Station and City Hall
26885 Forest Blvd
Wyoming, MN 55092

The Construction Manager:

Kraus-Anderson ® Construction Company
501 South Eighth Street
Minneapolis, MN 55404

The Architect:

Wold Architects & Engineers
50 South 6th Street, Suite 2250
Minneapolis, MN 55402

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with AIA Documents A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition; B132™–2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition; and C132™–2019, Standard Form of Agreement Between Owner and Construction Manager as Adviser. AIA Document A232™–2019 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.
/
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TABLE OF ARTICLES

1 THE CONTRACT DOCUMENTS

2 THE WORK OF THIS CONTRACT

3 DATE OF COMMENCEMENT AND DATES OF SUBSTANTIAL COMPLETION

4 CONTRACT SUM

5 PAYMENTS

6 DISPUTE RESOLUTION

7 TERMINATION OR SUSPENSION

8 MISCELLANEOUS PROVISIONS

9 ENUMERATION OF CONTRACT DOCUMENTS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than Modifications, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

Complete Work Scope 03A Concrete and Masonry per plans, specifications and addenda enumerated herein.

ARTICLE 3 DATE OF COMMENCEMENT AND DATES OF SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:
(Paragraph deleted)

[X] Established as follows:

*(Paragraphs deleted)*On or about [August 3, 2026], but within 5 days of notice to proceed as directed by the Construction Manager.

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

(Table deleted)
(Paragraphs deleted)

§ 3.4 When the Work of this Contract, or any Portion Thereof, is Substantially Complete

§ 3.4.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall substantially complete the entire Work of this Contract:

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[X] By the following date: June 10, 2027

§ 3.4.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work of this Contract are to be substantially complete prior to when the entire Work of this Contract shall be substantially complete, the Contractor shall substantially complete such portions by the following dates:

Portion of Work	Date to be substantially complete

§ 3.4.3 If the Contractor fails to substantially complete the Work of this Contract, or portions thereof, as provided in this Section 3.4, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be one of the following:

[X] Stipulated Sum, in accordance with Section 4.2 below

(Paragraph deleted)

§ 4.2 Stipulated Sum

§ 4.2.1 The Contract Sum shall be Eight Hundred Eighteen Thousand Three Hundred Dollars and No 00/100 ($818,300.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2.2 Alternates

§ 4.2.2.1 Alternates, if any, included in the Contract Sum:

(Table deleted)

§ 4.2.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.

(Paragraph deleted)

Item	Price	Conditions for Acceptance
N/A	N/A	

§ 4.2.3 Allowances, if any, included in the Contract Sum:

(Paragraph deleted)

Item	Price
Labor & Material	$25,000.00

§ 4.2.4 Unit prices, if any:

(Paragraph deleted)

Item	Units and Limitations	Price per Unit
N/A	N/A	N/A

§ 4.3 NOT USED

(Paragraph deleted)
(Table deleted)
(Paragraphs deleted)

§ 4.4 NOT USED

(Paragraphs deleted)
(Table deleted)
(Paragraphs deleted)
(Table deleted)
(Paragraphs deleted)

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(Table deleted)
(Paragraphs deleted)
(Table deleted)
(Paragraphs deleted)
§ 4.5 Liquidated damages, if any:

N/A

§ 4.6 Other:

N/A

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Construction Manager by the Contractor, and Certificates for Payment issued by the Construction Manager and Architect, the Owner shall make progress payments on account of the Contract Sum, to the Contractor, as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month.

§ 5.1.3 Provided that an Application for Payment is received by the Construction Manager not later than the 25th day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the last day of the following month. If an Application for Payment is received by the Construction Manager after the application date fixed above, such Application for Payment will be processed with the next month's Application for Payment.

§ 5.1.4 Progress Payments Where the Contract Sum is Based on a Stipulated Sum

§ 5.1.4.1 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Construction Manager and Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.4.2 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.4.3 In accordance with AIA Document A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.4.3.1 The amount of each progress payment shall first include:

- **.1** That portion of the Contract Sum properly allocable to completed Work;
- **.2** That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- **.3** That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.4.3.2 The amount of each progress payment shall then be reduced by:

- **.1** The aggregate of any amounts previously paid by the Owner;
- **.2** The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A232–2019;
- **.3** Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;

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.4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A232–2019; and

.5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.5 NOT USED

(Paragraphs deleted)

§ 5.1.6 NOT USED

(Paragraphs deleted)

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to when the Work of this Contract is substantially complete, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

5%

§ 5.1.7.1.1 The following items are not subject to retainage:

N/A

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:

N/A

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, when the Work of this Contract is substantially complete, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted when the Work of this Contract is substantially complete shall not include retainage as follows:

(Paragraph deleted)

As set forth in the AIA A232-2019 General Conditions.

§ 5.2 Final Payment

§ 5.2.1 Final Payment Where the Contract Sum is Based on a Stipulated Sum

§ 5.2.1.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

.1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A232–2019, and to satisfy other requirements, if any, which extend beyond final payment; and

.2 a final Certificate for Payment or Project Certificate for Payment has been issued by the Architect.

§ 5.2.1.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the final Certificate for Payment or Project Certificate for Payment.

§ 5.2.2 NOT USED

(Paragraphs deleted)

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as Initial Decision Maker pursuant to Article 15 of AIA Document A232–2019, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.

Mr. Jonathan Loose

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Wold Architects & Engineers
50 South 6th Street, Suite 2250
Minneapolis, MN 55402

§ 6.2 Binding Dispute Resolution
For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A232–2019, the method of binding dispute resolution shall be as follows:

[X] Arbitration pursuant to Article 15 of AIA Document A232–2019.
(Paragraphs deleted)

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION
§ 7.1 Where the Contract Sum is a Stipulated Sum
§ 7.1.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A232–2019.

(Paragraphs deleted)
§ 7.1.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A232–2019.

§ 7.2 NOT USED

(Paragraphs deleted)
§ 7.3 Suspension
The Work may be suspended by the Owner as provided in Article 14 of AIA Document A232–2019; in such case, the Contract Sum and Contract Time shall be increased as provided in Article 14 of AIA Document A232–2019, except that the term "profit" shall be understood to mean the Contractor's Fee as described in Section 4.3.2 or 4.4.2, as applicable, of this Agreement.

ARTICLE 8 MISCELLANEOUS PROVISIONS
§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A232–2019 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:

Robb Linwood, City Administrator
City of Wyoming
26885 Forest Blvd
PO Box 188
Wyoming, MN 55092

§ 8.3 The Contractor's representative:

Zach Jackson, PM
zjackson@ebertcompanies.com
763-498-7844

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§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in Article 11 of AIA Document A232–2019, as modified, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in Article 11 of AIA Document A232–2019, as modified , and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A232–2019, may be given in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

(Paragraph deleted)
To the email address of the Owner, Contractor, Construction Manager and Architect set forth in this Agreement.

§ 8.7 NOT USED

§ 8.8 Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

.1 AIA Document A132™–2019, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition

.2 Reserved.

.3 AIA Document A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition

.4

(Paragraphs deleted)
Reserved.

.5 Drawings

Number	Title	Date
00.00	COVER SHEET	May 19, 2026
00.01	SITE LAYOUT EXISTING CITY HALL EXHIBIT A	May 1, 2026
00.02	SITE LAYOUT PROPOSED CITY HALL EXHIBIT B	May 1, 2026
C0.01	REMOVAL PLAN- FIRE DEPARTMENT	May 26, 2026
C1.01	GRADING PLAN- FIRE DEPARTMENT	May 26, 2026
C2.01	PAVEMENT RESTORATION PLAN- FIRE DEPARTMENT	May 26, 2026
C3.01	EROSION CONTROL PLAN- FIRE DEPARTMENT	May 26, 2026
C3.02	STORM WATER POLLUTION PREVENTION PLAN	May 1, 2026
C3.03	STORM WATER POLLUTION PREVENTION PLAN	May 1, 2026
C3.04	STORM WATER POLLUTION PREVENTION PLAN	May 1, 2026
C4.01	CIVIL DETAIL SHEETS	May 1, 2026
C4.02	CIVIL DETAIL SHEETS	May 1, 2026
C5.01	TYPICAL SECTIONS	May 1, 2026
C9.01	ALTERNATE NO.1 REMOVAL PLAN- CITY HALL	May 1, 2026
C9.02	ALTERNATE NO.1 GRADING PLAN- CITY HALL	May 26, 2026
C9.03	ALTERNATE NO.1 PAVEMENT RESTORATION PLAN- CITY HALL	May 1, 2026
C9.04	ALTERNATE NO.1 EROSION CONTROL PLAN- CITY HALL	May 1, 2026
C9.05	ALTERNATE NO.1 UTILITY PLAN- CITY HALL	May 26, 2026
S0.000	TITLE SHEET	May 1, 2026
S2.01a	FIRE STATION FOOTING AND FOUNDATION PLAN	May 1, 2026

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S2.02a	FIRE STATION ROOF FRAMING PLAN	May 1, 2026
S5.201	SECTIONS AND DETAILS	May 1, 2026
S5.221	SECTIONS AND DETAILS	May 1, 2026
S6.201	SCHEDULES AND NOTES	May 1, 2026
S9.101	ALTERNATE #1- CITY HALL GARAGE FOUNDATION AND ROOF FRAMING PLANS	May 1, 2026
S9.102	ALTERNATE #1- CITY HALL GARAGE SCHEDULES, SECTIONS AND DETAILS	May 1, 2026
A0.001	CODE ANALYSIS	May 26, 2026
A0.101	CODE PLAN- COLOR	May 1, 2026
A0.201	PHASING AND FLOOR PROTECTION PLAN	May 26, 2026
A1.01a	FIRE STATION MAIN LEVEL DEMOLITION PLAN	May 26, 2026
A1.01b	CITY HALL MAIN LEVEL DEMOLITION PLAN	May 1, 2026
A1.02a	FIRE STATION SAWCUTTING PLAN	May 26, 2026
A1.02b	CITY HALL SAWCUTTING PLAN	May 1, 2026
A2.01a	FIRE STATION MAIN LEVEL FLOOR PLAN	May 26, 2026
A2.01b	CITY HALL MAIN LEVEL FLOOR PLAN	May 26, 2026
A2.095	FIRE STATION ROOF DEMOLITION PLAN AND ROOF PLAN	May 1, 2026
A2.301	FLOOR PATCHING PLAN	May 1, 2026
A2.901	OPENING TYPES	May 1, 2026
A3.01a	FIRE STATION MAIN LEVEL REFLECTED CEILING PLAN	May 26, 2026
A3.01b	CITY HALL MAIN LEVEL REFLECTED CEILING PLAN	May 1, 2026
A4.101	DETAILS- GENERAL- SYMBOLS, ABBREVIATIONS, MATERIALS	May 26, 2026
A4.105	ENLARGED PLANS- TOILETS	May 1, 2026
A4.201	VERTICAL CIRCULATION & DETAILS	May 1, 2026
A4.202	VERTICAL CIRCULATION DETAILS	May 1, 2026
A4.300a	FIRE STATION MAIN LEVEL FLOOR FINISH PLAN	May 1, 2026
A4.300b	CITY HALL MAIN LEVEL FLOOR FINISH PLAN	May 1, 2026
A4.301a	FIRE STATION SIGNAGE PLAN	May 1, 2026
A4.301b	CITY HALL SIGNAGE PLAN	May 1, 2026
A4.701	DETAILS- CONCRETE BLOCK AND METAL STUD WALL TYPES	May 26, 2026
A4.705	DETAILS- INTERIOR DETAILS	May 1, 2026
A4.708	CASEWORK ELEVATIONS	May 1, 2026
A4.711	DETAILS- CASEWORK	May 1, 2026
A4.712	DETAILS- CASEWORK	May 26, 2026
A4.801	DETAILS- INTERIOR OPENINGS	May 1, 2026
A4.901	DETAILS- INTERIOR CEILING DETAILS	May 1, 2026
A5.101	EXTERIOR ELEVATIONS	May 26, 2026
A5.201	EXTERIOR WALL SECTIONS	May 26, 2026
A5.202	EXTERIOR WALL SECTIONS	May 26, 2026
A5.401	EXTERIOR ASSEMBLIES- WALLS	May 1, 2026
A5.501	DETAILS- EXTERIOR WALL	May 1, 2026
A5.601	EXTERIOR DETAILS- OPENINGS (HOLLOW METAL) AND (STOREFRONT)	May 26, 2026
A5.611	EXTERIOR DETAILS- OPENINGS (OH DOOR)	May 1, 2026
A5.801	EXTERIOR DETAILS	May 1, 2026
A5.901	EXTERIOR DETAILS- ROOF	May 1, 2026
A6.001	DETAILS- SITE	May 1, 2026
A9.10	ALTERNATE #1- CITY HALL GARAGE- DEMOLITION PLAN	May 1, 2026
A9.11	ALTERNATE #1- CITY HALL GARAGE- FLOOR PLAN, RCP, AND ROOF PLAN	May 1, 2026
A9.12	ALTERNATE #1- CITY HALL GARAGE- EXTERIOR ELEVATIONS AND WALL SECTIONS	May 1, 2026
A9.13	ALTERNATE #1- CITY HALL GARAGE- DETAILS	May 26, 2026
M0.0	MECHANICAL TITLE SHEET	May 26, 2026
M1.1	FIRE STATION DEMOLITION PLAN	May 19, 2026
M1.2	CITY HALL DEMOLITION PLAN	May 1, 2026

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M2.1	FIRE STATION PLUMBING PLAN	May 26, 2026
M3.1	FIRE STATION MECHANICAL AND ROOF PLAN	May 26, 2026
M3.2	CITY HALL NEW PLANS	May 1, 2026
M3.3	CITY HALL GARAGE ALTERNATE #1	May 26, 2026
M4.0	MECHANICAL DETAILS	May 1, 2026
M4.1	MECHANICAL DETAILS	May 1, 2026
M4.2	MECHANICAL DETAILS	May 1, 2026
M4.3	PLUMBING RISERS	May 19, 2026
M4.4	PLUMBING RISERS	May 19, 2026
M5.0	SCHEDULES	May 26, 2026
M5.1	SCHEDULES	May 26, 2026
E0.00	ELECTRICAL SYMBOLS AND ABBREVIATIONS	May 1, 2026
E0.02	ELECTRICAL SITE PLAN	May 1, 2026
E0.12a	MAIN LEVEL DEMOLITION PLAN- NEW CITY HALL	May 1, 2026
E0.12b	MAIN LEVEL DEMOLITION PLAN- FIRE STATION	May 26, 2026
E1.11a	MAIN LEVEL LIGHTING PLAN- NEW CITY HALL	May 26, 2026
E1.11b	MAIN LEVEL LIGHTING PLAN- FIRE STATION	May 26, 2026
E1.11c	MAIN LEVEL LIGHTING PLAN- GARAGE	May 1, 2026
E2.11a	MAIN LEVEL POWER PLAN- NEW CITY HALL	May 19, 2026
E2.11b	MAIN LEVEL POWER PLAN- FIRE STATION	May 26, 2026
E2.11c	MAIN LEVEL POWER PLAN- GARAGE	May 1, 2026
E3.11a	MAIN LEVEL SYSTEMS PLAN- NEW CITY HALL	May 1, 2026
E3.11b	MAIN LEVEL SYSTEMS PLAN- FIRE STATION	May 1, 2026
E3.11c	MAIN LEVEL SYSTEMS PLAN- GARAGE	May 1, 2026
E4.01	ROOF PLAN ELECTRICAL- FIRE STATION	May 1, 2026
E5.00	EXISTING ONE LINE DIAGRAM	May 26, 2026
E5.01	REMODEL ONE-LINE DIAGRAM	May 26, 2026
E6.00	ELECTRICAL SCHEDULES	May 26, 2026
E6.02	MOTOR SCHEDULE	May 26, 2026
E6.10	PANEL SCHEDULE	May 26, 2026
E7.01	ELECTRICAL DETAILS	May 1, 2026
E7.02	ELECTRICAL DETAILS	May 1, 2026
E7.10	ELECTRICAL DETAILS- SYSTEMS	May 1, 2026
E7.11	ELECTRICAL DETAILS- SYSTEMS	May 1, 2026
E7.12	ELECTRICAL DETAILS- SYSTEMS	May 1, 2026
TA0.00	AV COVER PAGE	May 1, 2026
TA0.01	AV SYMBOL SCHEDULE	May 1, 2026
TA4.00	AV TYPICAL DETAILS	May 1, 2026
TA4.01	AV TYPICAL DETAILS	May 1, 2026
TA6.00	AV SIGNAL FLOWS	May 1, 2026
TA6.01	AV SIGNAL FLOWS	May 1, 2026
TA6.02	AV SIGNAL FLOWS	May 1, 2026

.6 Specifications

Section	Title	Date
Division 00	Procurements and Contracting Requirements	May 1, 2026
Division 01	General Requirements	May 1, 2026
Division 02	Existing Conditions	May 1, 2026
Division 03	Concrete	May 1, 2026
Division 04	Masonry	May 1, 2026
Division 05	Metals	May 1, 2026
Division 06	Wood, Plastics, and Composites	May 1, 2026
Division 07	Thermal and Moisture Protections	May 1, 2026
Division 08	Openings	May 1, 2026
Division 09	Finishes	May 1, 2026
Division 10	Specialties	May 1, 2026
Divisions 11	Not Used	

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Division 12	Furnishings	May 1, 2026
Divisions 13-20	Not Used	May 1, 2026
Division 21	Fire Suppression	May 1, 2026
Division 22	Plumbing	May 1, 2026
Division 23	Heating, Ventilating, & Air Conditioning (HVAC)	May 1, 2026
Divisions 24-25	Not Used	May 1, 2026
Division 26	Electrical	May 1, 2026
Division 27	Communications	May 1, 2026
Division 28	Electronic Safety and Security	May 1, 2026
Division 29-30	Not Used	May 1, 2026
Division 31	Earthwork	May 1, 2026
Division 32	Exterior Improvements	May 1, 2026
Division 33	Utilities	May 1, 2026
Division 34	Transportation	May 1, 2026
Divisions 35-49	Not Used	May 1, 2026

.7 Addenda, if any:

Number	Date	Pages
One (1)	May 19, 2026	76
Two (2)	May 26, 2026	180

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.8 Other Exhibits:

[ ]

(Paragraphs deleted)

Supplementary and other Conditions of the Contract:

Document	Title	Date
00 01 01	Project Title Page	May 1, 2026
00 01 03	Project Directory	May 1, 2026
00 01 05	Certifications Page	May 1, 2026
00 01 10	Table of Contents	May 1, 2026
00 11 10	Advertisement for Bids	May 1, 2026
00 21 00	Instructions to Bidders	May 1, 2026
00 31 32	Geotechnical Data	May 1, 2026
00 41 00	Online Bidding Instructions	May 1, 2026
00 41 00	Contractor Affidavit	May 1, 2026
00 51 10	List of Contract Forms	May 1, 2026
00 72 00	General Conditions	May 1, 2026

(Paragraphs deleted)

.9 Other documents, if any, listed below:

N/A

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This Agreement is entered into as of the day and year first written above.

City of Wyoming	Ebert, Inc. dba Ebert Companies
	Signed by: Markus R Ebert 379030111EF44CA...
OWNER *(Signature)*	**CONTRACTOR** *(Signature)*
Robb Linwood Assistant City Administrator	Markus R Ebert Vice President
(Printed name and title)	*(Printed name and title)*

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KRAUS-ANDERSON®

Kraus-Anderson Construction Company
501 South Eighth Street, Minneapolis, MN 55404

June 19, 2026

Mr. Marcus Ebert
Ebert, Inc. dba Ebert Construction
23350 County Road 10
Corcoran, MN 55357

RE: Wyoming Fire Station and City Hall
Wyoming, MN

Dear Mr. Ebert:

We are pleased to confirm that you have been awarded the Work Scope 03A – Concrete and Masonry Contract for the above project. We look forward to working with you and we anticipate the timely and successful completion of this project.

To properly start the project, we invite your careful review of various requirements, including the provisions of Division 1-General Requirements of the project specifications. Your cooperation in the prompt completion of submittals and other General Conditions items will expedite the work and will be appreciated. We are concerned that requests for payment are not delayed pending receipt of required submittals. We comment on some of these matters herein, which can serve as a checklist.

1) Contract Information:

Contract Form: AIA Document A132/CMa, 2019 Edition

Contract Amount: $818,300.00

Contract Date: June 17, 2026

Owner: City of Wyoming
26885 Forest Blvd, PO Box 188
Wyoming, MN 55092

Project Identification: Wyoming Fire Station and City Hall
26885 Forest Blvd, Wyoming, MN 55092

Architect: Wold Architects & Engineers

Construction Manager: Kraus-Anderson® Construction Company

2) Contract: The proposed Contract is enclosed for your review and execution. After signing, return both copies to this office. We will return one fully executed copy to you.

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3) Notice to Proceed: On behalf of the Owner and Construction Manager, this letter shall serve as your "Notice to Proceed." However, do not start work at the site until proper insurance evidence has been provided and the work coordinated with the Owner's Construction Manager.

4) Permits: The Owner will provide the project building permit.

5) Performance Bond and Payment Bond: Submit one copy of required bonds to this office before starting work at the site. Refer to the General Conditions for bond specifications.

6) Insurance: Submit one copy of required insurance evidence to this office before starting work at the site. Refer to the General Conditions for insurance specifications (**see attached Insurance Requirements**).

7) Schedule of Values: Submit detailed breakdown within 10 days, with labor and material shown separately for each line item. Breakdown should be on AIA Request for Payment forms, G732/CMa and G703.

8) Request for Payment: Email one pdf of the request for payment on AIA Forms G732/CMa and G703 to accounting@krausanderson.com. The cost breakdown must be accepted before any request for payment will be considered. No payment will be made until materials are delivered to the site and work at the site has commenced.

   Contractors **must** submit to Kraus-Anderson **within 10 days** after award of the Contract the following documents:

   1) Signed Contracts.
   2) Performance and Payment Bonds.
   3) Insurance Certificate (Need before any on-site work can begin).
   4) Necessary Licenses and Permits.
   5) Shop Drawings.

   NOTE: Applications for Payment will not be processed for those Contractors who have not submitted (and have been approved) the above information.

9) Completion: Time is an essential condition of the Contract and the substantial and final completion dates must be adhered to as specified in the documents. We look forward to continuous and timely progress so the project is completed within the contract time.

10) Contractor's Construction Schedule: Coordinate with your subcontractors and submit a progress schedule for the project within 14 days. Copies of the schedule showing actual progress are to be submitted monthly with the request for payment. Scheduling of the work will be coordinated with the Owner's Construction Manager.

11) Record Set of Drawings: A complete set is to be maintained at the job site to record all changes.

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12) Samples and Tests: All samples and tests noted or specified will be required, and must be taken or provided in sufficient time for evaluation of reports prior to proceeding with subsequent work. Coordinate with the Owner's testing laboratory as required by the project specifications.

13) Shop Drawings: Refer to Section 01 2100 – Instructions to Bidders and 013 300 - Submittals of the Project Manual. You should receive an invite to Autodesk, please accept, and upload your submittals.

14) Drawings and Specifications: An electronic supply has been, or will be, forwarded to you upon request. We will issue only to you as the Prime Contractor for your distribution to your subcontractors.

We urge that all orders for materials be placed promptly after the review of the list of subcontractors and materials and that subcontractors also place their orders promptly. It will be your responsibility to confirm the timely placement of orders, including those by subcontractors, to insure materials are available when needed to meet the schedule. We advise we will not accept substitutions of materials because of alleged non-availability when orders have been delayed.

We advise of the following staff members to contact regarding the project:

Rachael Oelke	Project Manager
TBA	Project Superintendent
Laurie Fronk	Project Coordinator
Dana Schlegel	Project Accountant
Anne Grubish	Risk Manager (Insurance)

We are most interested in expediting the project to successful completion at the earliest possible date with a prompt and complete project closeout. Should you have any questions on the work, we will welcome your contacting us.

Very truly yours,

KRAUS-ANDERSON® CONSTRUCTION COMPANY

Rachael Oelke

Rachael Oelke
Project Manager

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INSURANCE REQUIREMENTS
FOR
Wyoming Fire Station and City Hall

****Refer to Insurance Specifications in Bid Documents for further information**
Please have your insurance company issue a Certificate of Insurance using the guidelines outlined below. The Certificate is to be sent to Kraus-Anderson Construction Company for approval. Address: 501 South 8th Street, Minneapolis MN 55404 or email to subSinsurance@krausanderson.com .

☒ Certificate Holder:
Owner: City of Wyoming c/o Kraus-Anderson Construction
Address: 501 South 8th Street, Minneapolis MN 55404

☒ Project Name:
Name of Project: Wyoming Fire Station and City Hall
KA Project #: 2610097

☒ Additional Insured & Wording:
Owner: City of Wyoming
Construction Manager: Kraus-Anderson® Construction Company
Architect: Wold Architects & Engineers
Kraus-Anderson® Construction Company, City of Wyoming, and Wold Architects & Engineers are additional insureds for ongoing operations and completed operations, as set forth in the contract, under the Commercial General Liability coverage as pertains to the contract for this Project with City of Wyoming. Such insurance is primary insurance without recourse to or contribution from any similar insurance carried by Kraus-Anderson® Construction Company, City of Wyoming, & Wold Architects & Engineers and/or other persons that are named as additional insureds.

☒ Cancellation: 30 days written notice for cancellation
Include the following language in the "Description of Operations/Special Provisions" fill-in box at the bottom of the certificate: "Kraus-Anderson Construction Company, as an additional insured, shall be provided with 30-days' prior written notice (or such shorter period required by applicable law, if any) should any of the above policies be canceled or materially changed, as set forth in the contract."

☒ General Liability Limits:

General Aggregate	**$2,000,000**
Products/Completed Operations Aggregate	**$2,000,000**
Personal Injury	**$2,000,000**
Each Occurrence	**$2,000,000**

☒ Automobile Liability Limits:
Comprehensive Automobile Liability insurance including owned, hired and non-owned vehicles with limits of **$1,000,000.**

☒ Worker's Compensation and Employer's Liability:
The box "Included" should be checked.

Each Accident:	**$100,000**
Disease- Policy Limit	**$500,000**
Disease - Each Employee	**$100,000**

☒ Umbrella Excess Liability: **may be used to achieve limits listed above**

Professional Design Liability: **If a contractor is required to provide professional services as part of the work, $1,000,000 limit per occurrence policy is required**

Pollution Liability: **If the work involves the transport, dissemination, use or release of pollutants or hazardous materials, $1,000,000 limit per occurrence policy is required**

Reviewed by: Anne Grubish

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MERCHANTS BONDING COMPANY™
MERCHANTS BONDING COMPANY (MUTUAL) P.O. BOX 14498, DES MOINES, IOWA 50306-3498
PHONE: (800) 678-8171 FAX: (515) 243-3854

Performance Bond

Bond No. 101827351

CONTRACTOR:
(Name, legal status and address)
Ebert, Inc. dba Ebert Construction
23350 County Road 10
Corcoran, MN 55357

SURETY:
(Name, legal status and principal place of business)
Merchants Bonding Company (Mutual)
6700 Westown Parkway, West Des Moines, Iowa 50266

OWNER:
(Name, legal status and address)
City of Wyoming
26885 Forest Blvd.
Wyoming, MN 55092

CONSTRUCTION CONTRACT
Date: June 17, 2026

Amount: $818,300.00

Description:
(Name and location) Wyoming Fire & City Hall - 3A – Concrete & Masonry

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

This document combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

BOND
Date: June 29, 2026
(Not earlier than Construction Contract Date)

Amount: $818,300.00

Modifications to this Bond: ☒ None ☐ See Section 16

CONTRACTOR AS PRINCIPAL
Company: *(Corporate Seal)*
Ebert, Inc. dba Ebert Construction

Signature: _____
Name and Title: Markus Ross Ebert, Vice President & Secretary

SURETY
Company: *(Corporate Seal)*
Merchants Bonding Company (Mutual)

Signature: _____
Name and Title: Chase Stoneback, Attorney-In-Fact

(Any additional signatures appear on the last page of this Performance Bond.)

(FOR INFORMATION ONLY— Name, address and telephone)
AGENT or **BROKER**:
Marsh & McLennan Agency, LLC
6160 Golden Hills Drive
Minneapolis, MN 55416
763-746-8000

OWNER'S REPRESENTATIVE:
(Architect, Engineer or other party:)

Printed in cooperation with American Institute of Architects (AIA). The language in this document conforms exactly to the language used in AIA Document A312-Performance Bond-2010 edition.

Docusign Envelope ID: 02C3F8CF-FB38-8CE6-83F8-88823E868BA6

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obiligation under this Bond shall arise after

.1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;

.2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and

.3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3. the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract:

§ 5.2 Undertake to perform and complete the Construction Contract itself through its agents or independent contractors:

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4 and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

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§ 7 If the Surety elects to act under Section 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

.1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract:

.2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5: and

.3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

§ 14.1 Balance of the Contract Price. The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 Contractor Default. Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

Docusign Envelope ID: 02C3F8CF-FB38-8CE6-83F8-88823E868BA6

§ 16 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL		**SURETY**	
Company:	*(Corporate Seal)*	Company:	*(Corporate Seal)*
Signature: _____		Signature: _____	
Name and Title:		Name and Title:	
Address:		Address:	

Docusign Envelope ID: 02C3F8CF-FB38-8CE6-83F8-88823E868BA6

MERCHANTS BONDING COMPANY

MERCHANTS BONDING COMPANY (MUTUAL) P.O. BOX 14498, DES MOINES, IOWA 50306-3498
PHONE: (800) 678-8171 FAX: (515) 243-3854

Payment Bond

Bond No. 101827351

CONTRACTOR:
(Name, legal status and address)
Ebert, Inc. dba Ebert Construction
23350 County Road 10
Corcoran, MN 55357

SURETY:
(Name, legal status and principal place of business)
Merchants Bonding Company (Mutual)
6700 Westown Parkway, West Des Moines, Iowa 50266

OWNER:
(Name, legal status and address)
City of Wyoming
26885 Forest Blvd.
Wyoming, MN 55092

CONSTRUCTION CONTRACT
Date: June 17, 2026

Amount: $818,300.00

Description: Wyoming Fire & City Hall - 3A – Concrete & Masonry
(Name and location)

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

This document combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

BOND
Date: June 29, 2026
(Not earlier than Construction Contract Date)

Amount: $818,300.00

Modifications to this Bond: ☒ None ☐ See Section 18

CONTRACTOR AS PRINCIPAL
Company: *(Corporate Seal)*
Ebert, Inc. dba Ebert Construction

Signature: _____
Name and Title: Markus Ross Ebert, Vice President & Secretary

SURETY
Company: *(Corporate Seal)*
Merchants Bonding Company (Mutual)

Signature: _____
Name and Title: Chase Stoneback, Attorney-In-Fact

(Any additional signatures appear on the last page of this Payment Bond.)

(FOR INFORMATION ONLY— Name, address and telephone)

AGENT or BROKER:
Marsh & McLennan Agency, LLC
6160 Golden Hills Drive
Minneapolis, MN 55416
763-746-8000

OWNER'S REPRESENTATIVE:
(Architect, Engineer or other party:)

Printed in cooperation with American Institute of Architects (AIA). The language in this document conforms exactly to the language used in AIA Document A312-Payment Bond-2010 edition.

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§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3., the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

.1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and

.2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed: and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

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§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2. or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- **.1** the name of the Claimant;
- **.2** the name of the person for whom the labor was done, or materials or equipment furnished;
- **.3** a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract:
- **.4** a brief description of the labor, materials or equipment furnished:
- **.5** the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract:
- **.6** the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim:
- **.7** the total amount of previous payments received by the Claimant; and
- **.8** the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a clairn under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil. gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

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§ 16.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL		**SURETY**	
Company:	*(Corporate Seal)*	Company:	*(Corporate Seal)*
Signature: _____		Signature: _____	
Name and Title:		Name and Title:	
Address:		Address:	

Docusign Envelope ID: 02C3F8CF-FB38-8CE6-83F8-88823E868BA6

ACKNOWLEDGMENT OF INDIVIDUAL

State of _____)
) ss.
County of _____)

ACKNOWLEDGMENT OF PRINCIPAL

On this _____ day of _____, , before me personally appeared _____, known to me to be the individual whose name is subscribed on this bond form, who acknowledged that this bond was executed for the purposes therein contained.

Notary Seal

_____
Notary Public

ACKNOWLEDGMENT OF PARTNERSHIP

State of _____)
) ss.
County of _____)

ACKNOWLEDGMENT OF PRINCIPAL

On this _____ day of _____, , before me personally appeared _____, known to me to be a partner in the partnership whose name is subscribed on this bond form, who acknowledged to me that the bond was executed on behalf of the partnership for the purposes therein contained.

Notary Seal

_____
Notary Public

ACKNOWLEDGMENT OF CORPORATION

State of Minnesota)
) ss.
County of Hennepin)

ACKNOWLEDGMENT OF PRINCIPAL

On this 29th day of June 26 before me personally appeared **Markus Ross Ebert**, who acknowledged that he or she is the **Vice President** of a corporation whose name is subscribed on this bond form, and that, as a corporate officer, he or she is authorized to execute the bond for the purposes therein contained.

Notary Seal

Candace Lee Green
Notary Public
Minnesota
My Commission Expires January 31, 2027

Candace Green
Notary Public

ACKNOWLEDGMENT OF SURETY

State of Minnesota)
) ss.
County of Hennepin)

ACKNOWLEDGMENT OF SURETY

On this **29th** day of **June**, **2026** before me personally appeared **Chase Stoneback**, who acknowledged that he or she is the attorney in fact who is authorized on behalf of **Merchants Bonding Company**, corporation, on the behalf of the corporation.

Notary Seal

KARLA J DEUTSCH HUNT
Notary Public
Minnesota
My Commission Expires January 31, 2027

Karla Deutsch Hunt
Notary Public

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MERCHANTS BONDING COMPANY™

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, and MERCHANTS NATIONAL INDEMNITY COMPANY , an assumed name of Merchants National Bonding, Inc., (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Aileen Geving; Chase Stoneback; Christine Scott; Christopher James; Danielle Hernandez; Dee Ann Briegel; James Erickson; Janet L Roth; John C Klein; Karla Deutsch-Hunt; Kathryn Brophy; Kerri Hatton-Rudnik; Kim Neary; Kristin B Schiferl; Larry Sumbs; Lynn M Dvergsten; Rita Carlson; Stephen M Klein; Stewart Yoo

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the By-Laws adopted by the Board of Directors of the Companies.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 7th day of May , 2026 .

MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
MERCHANTS NATIONAL INDEMNITY COMPANY

By Larry Taylor

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 7th day of May 2026 , before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL), MERCHANTS NATIONAL BONDING, INC., and MERCHANTS NATIONAL INDEMNITY COMPANY; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

NOTARIAL SEAL IOWA
Penni Miller
Commission Number 787952
My Commission Expires
January 20, 2027

Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, Elisabeth Sandersfeld, Secretary of MERCHANTS BONDING COMPANY (MUTUAL), MERCHANTS NATIONAL BONDING, INC., and MERCHANTS NATIONAL INDEMNITY COMPANY do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 29th day of June , 2026 .

Secretary

Docusign Envelope ID: 02C3F8CF-FB38-8CE6-83F8-88823E868BA6

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/25/2026

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

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

PRODUCER Marsh & McLennan Agency LLC 6160 Golden Hills Drive Minneapolis MN 55416	**CONTACT NAME:** Diane Lo **PHONE (A/C, No, Ext):** **FAX (A/C, No):** **E-MAIL ADDRESS:** Diane.Lo@Marshmma.com
INSURED EBERTINC Ebert, Inc. Ebert Construction, Inc. 23350 County Rd 10 Corcoran MN 55357	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** WESTERN NATIONAL MUTUAL INSURA — 15377 **INSURER B :** HANOVER INSURANCE COMPANY — 22292 **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 696103140 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X XCU/Broad FormPD GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT X LOC OTHER:			CPP0016329	4/1/2026	4/1/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			CPP0016141	4/1/2026	4/1/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			UMB001081126	4/1/2026	4/1/2027	EACH OCCURRENCE AGGREGATE $	$ 10,000,000 $ 10,000,000 $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N: N (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WCV0010746	4/1/2026	4/1/2027	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 100,000 $ 100,000 $ 500,000
B	Scheduled Equipment Leased Equipment Installation Floater			IHX525891918	4/1/2026	4/1/2027	Limit Limit Limit	$1,372,639 $160,000 $2,000,000

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

Re: Project #2610097, Wyoming Fire Station and City Hall, 26885 Forest Blvd, Wyoming, MN 55092.
Kraus-Anderson Construction Company, City of Wyoming, and Wold Architects & Engineers are included as Additional Insureds under the General Liability on a primary and non-contributory basis for ongoing work and completed operations of the named insured for specifically reference job or as required by written contract or agreement. Cancellation provision is amended to 30 days except for 10 day notice of cancellation for non-payment of premium per policy terms and conditions.

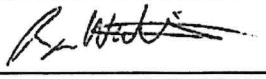
CERTIFICATE HOLDER

City of Wyoming
c/o Kraus-Anderson Construction
501 South 8th Stree
Minneapolis MN 55404

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – CONTRACTORS – OPERATIONS AND COMPLETED OPERATIONS – WITH ADDITIONAL INSURED REQUIREMENT IN CONSTRUCTION CONTRACT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. **Additional Insured – Operations**

   A. **Section II – Who Is An Insured** is amended to include as an additional insured:

      (1) Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy; and

      (2) Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph 1. above.

      Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

      a. Your acts or omissions; or

      b. The acts or omissions of those acting on your behalf;

      in the performance of your ongoing operations for the additional insured.

   B. With respect to **Additional Insured - Operations**, coverage is limited as follows:

      This insurance does not apply to "bodily injury" or "property damage" occurring after:

      (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

      (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

2. **Additional Insured – Completed Operations**

   A. **Section II – Who Is An Insured** is amended to include as an additional insured:

      (1) Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy; and

      (2) Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph **1.** above.

      Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

      a. Your acts or omissions; or

      b. The acts or omissions of those acting on your behalf;

      and included in the "products-completed operations hazard".

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B. With respect to **Additional Insured – Completed Operations**, coverage is limited as follows:

(1) A person or organization's status as an insured under Additional Insured – Completed Operations continues only for the period of time required by any written contract or agreement.

(2) The insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of "your work" for which a consolidated (wrap-up) insurance program has been provided by the prime contractor-project manager or owner of the construction project in which you are involved.

3. Primary and Noncontributory

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

4. Other Provisions Applicable to Additional Insured – Operations and Additional Insured – Completed Operations

A. The Amendment of Insured Contract Definition (Endorsement CG 24 26) does not apply to an additional insured.

B. The coverage provided under Paragraph **f.** of the definition of "insured contract" under **Section V – Definitions** does not apply to an additional insured under this endorsement unless required by a written contract or agreement.

C. The insurance afforded to such additional insured only applies to the extent permitted by law; and

If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

D. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance**:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is:

(1) The minimum amount required by the contract or agreement; or

(2) The Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

E. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

(1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against an additional insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or failure to render any professional services by you with respect to your providing engineering, architectural or surveying services in your capacity as an engineer, architect or surveyor.

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SCHEDULE OF VALUES

7/9/2026

Wyoming Fire Station and City Hall
Work Scope 03A- Concrete and Masonry

NOTE: Schedule of values/draft billing. First billing will reflect the below numbers unless revisions are made upond request.
Below numbers are not to be used for additions or deductions to the contract value.

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATIONS (D+E)	THIS PERIOD					
	Bond & Insurances	$12,400.00							
	General Conditions	$48,336.00							
	Allowance	$25,000.00							
	Rebar and Accessories	$23,400.00							
	FIRESTATION WORK								
	Weather barrier- Subcontract	$31,300.00							
	Masonry- Subcontract	$479,900.00							
	Firestopping-Subcontract	$8,000.00							
	Foundations-Labor	$46,840.00							
	Foundation-Material	$32,700.00							
	Concrete Slabs-Labor	$66,800.00							
	Concrete Slabs-Material	$41,667.00							
	CITY HALL WORK								
	Concrete Slabs-Labor	$1,200.00							
	Concrete Slabs-Material	$757.00							
	TOTALS	$818,300.00	$0.00	$0.00	$0.00	$ -	0.00%	$0.00	$0.00

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Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Ebert Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☑ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

23350 County Road 10

Requester's name and address (optional)

6 City, state, and ZIP code

Corcoran, MN 55357

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

4	1	–	0	9	8	9	3	5	0

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ *Dana Fricke* Date ▶ 6/30/2026

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9.*

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

Request for Council Action

Date: July 14, 2026

Presented to: Mayor Iverson and City Council Members
Presented by: Robb Linwood, City Administrator
Department: Administration
Reference: Hallberg Lease Agreement – Wyoming Fire Department
Method: New Business

***Background Information*:**

Construction of the City Hall and Fire Department renovation project is scheduled to begin on August 10, 2026. To allow construction to proceed safely and efficiently while maintaining uninterrupted emergency response services, the Wyoming Fire Department will temporarily relocate its operations during construction. Staff has negotiated a lease agreement with Hallberg Marine for approximately 6,000 square feet of space within Building C at 26518 Fallbrook Avenue. The space will accommodate fire apparatus, equipment, and operational functions while work is completed at the existing Fire Department. The Fire Department is anticipated to operate from this location through approximately March 2027, at which time staff expects operations to return to the renovated facility.

The proposed lease begins on July 26, 2026, with an initial twelve month term. The city retains the ability to terminate the lease at any time with 30 days' written notice, providing flexibility should construction be completed ahead of schedule. Monthly rent during the initial term is $3,750, with no security deposit required. The agreement is structured as a gross lease, with Hallberg Marine responsible for property taxes, building insurance, snow removal, water, and sewer. The city will be responsible for utilities serving the leased space, including electricity, natural gas, internet, telephone, and refuse service. Responsibility for structural maintenance and exterior building systems also remains with the landlord.

This temporary relocation is a critical component of the facilities project, allowing the contractor to complete the renovation and addition without interfering with emergency operations while ensuring the Fire Department continues providing uninterrupted service to the community.

Recommendation Staff recommends approval of the Lease Agreement with Hallberg Marine for the temporary relocation of the Wyoming Fire Department during construction of the City Hall and Fire Department renovation project.

LEASE AGREEMENT

This lease agreement ("Lease"), made and entered into this **26th Day of July, 2026** by and between **HALLBERG MARINE INC.** a Minnesota Corporation having its registered office at PO Box 277, Wyoming, MN 55092 (hereinafter referred to as **"LANDLORD")** and **CITY OF WYOMING**, 26885 Forest Blvd, Wyoming, MN 55092 **(**hereinafter referred to as **"TENANT").** Landlord and Tenant may individually be referred to herein as a "Party" and collectively as the "Parties".

ARTICLE I

DEMISED PREMISES

SECTION 1. LEASED PREMISES. Landlord leases to Tenant, and Tenant leases from Landlord, the Leased Premises consisting of approximately 6,000 square feet of Building "C," together with designated parking and loading areas adjacent to the Building, located at 26518 Fallbrook Ave, Wyoming, MN 55092 (collectively, the "**LEASED PREMISES**"), subject to the terms and conditions of this lease.

SECTION 2. SECURED BACK WALL; LIMITED ACCESS. Prior to Tenant's occupancy of the Leased Premises, Landlord shall secure the open back wall of the Leased Premises by installing plywood or other comparable material reasonably sufficient to prevent access to the Leased Premises from the adjoining area. Landlord and Landlord's employees, agents, contractors, and representatives shall not access the Leased Premises through the secured back wall or use the Leased Premises for restroom access, passage, storage, or any other purpose, except as otherwise permitted under this Lease, including Landlord's right of entry for inspection, maintenance, repairs, emergencies, or other rights expressly provided herein.

ARTICLE II

LEASE TERM

SECTION 1. INITIAL TERM. The initial term of this Lease ("Initial Term") shall be for a period of **Twelve (12) Months,** beginning on July 26, 2026 and continuing until July 25, 2027, unless earlier terminated in accordance with this Lease.

SECTION 2. TERMINATION RIGHT. Tenant may terminate this Lease at any time during the initial Term by providing Landlord with not less than thirty (30) days' prior written notice. Written notice of termination shall be delivered by Tenant to Landlord no later than thirty (30) days prior to the intended termination date. Tenant shall remain responsible for all rent and other obligations under this Lease through the effective termination date.

SECTION 3. OPTION TO EXTEND. Provided Tenant is not in default under this Lease, Tenant shall have one (1) option to extend this Lease for one additional twelve (12)

month period beginning July 26, 2027 and ending July 31, 2028 ("Extension Term"). Tenant may exercise this option by providing Landlord with written notice at least sixty (60) days' prior to expiration of the Initial Term. All terms and conditions of this Lease shall remain in effect during the Extension Term, including Tenant's right to terminate the Lease upon not less than thirty (30) days' prior written notice.

ARTICLE III

RENTS; IMPROVEMENTS

SECTION 1. GROSS RENT. Tenant shall pay Landlord gross rent for the Leased Premises. Gross Rent shall be inclusive of base rent and operating expenses customarily paid by Landlord for the Property, including real estate taxes, property insurance, snow removal, lawn care, water, and sewer, except as otherwise expressly stated in this Lease ("Gross Rent"). This Lease is intended to be a gross lease and Tenant shall not be separately charged for common area maintenance charges, operating expense pass-throughs, or estimated CAM charges.

Tenant shall remain solely responsible for any utilities or services separately metered to the Leased Premises or separately contracted for by Tenant, including but not limited to gas, electricity, telephone, trash and garbage service, internet, data, or other services used by Tenant.

SECTION 2. GROSS RENT RATES AND PAYMENT OF RENT. Gross Rent shall be paid monthly on or before the 1st day of each month during the Term.

A. Security Deposit. The sum of Zero Dollars ($0.00) shall be required as a Security Deposit.

B. Initial Term Gross Rent. During the Initial Term, Tenant shall pay Gross Rent in the amount of Three Thousand Seven Hundred Fifty and No/100 Dollars ($3,750.00) per month.

C. Extension Term Gross Rent. If Tenant exercises the Option to Extend described in Article II, Section 3, Tenant shall pay Gross Rent during the Extension Term in the amount of Four Thousand Two Hundred Fifty and No/100 Dollars ($4,250.00) per month.

D. Late Fee. If any Rent payment is not received by Landlord within ten (10) days after its due date, Tenant shall pay a late fee equal to five percent (5%) of the overdue Rent payment. The late fee shall be due immediately and shall be deemed Rent under this Lease.

E. Mailing of Payments. The monthly Rent payments under this Lease shall be mailed to Landlord at the office of **Hallberg Marine Inc., PO Box 277, Wyoming, MN 55092**, or any other such place as the Landlord may from time to time direct.

ARTICLE IV

USE OF PREMISES; SUB-LEASES AND ASSIGNMENTS

SECTION 1. SUBLEASE AND ASSIGNMENT. With Landlord's prior written consent, which consent will not be unreasonably withheld, delayed or conditioned, the Tenant shall have the right to sub-lease the Leased Premises herein described or any portion thereof or to assign the Tenant's interest in this Lease. Notwithstanding the foregoing, Tenant may sublease the Leased Premises or assign this Lease to any wholly owned subsidiary, affiliate or merger partner of Tenant without the Landlord's consent, provided that (1) Tenant is not released from its obligations under this Lease and (2) Tenant's sublessee or assignee assumes all of the Tenant's obligations under this Lease. Any attempted sublease or assignment in violation of this Section shall be null and void.

SECTION 2. USE. The Leased Premises shall be used by Tenant for municipal purposes, including storing and maintaining fire apparatus and equipment and related office and storage uses. The Tenant shall not use nor occupy the Leased Premises, or knowingly permit it to be used or occupied for any other purpose including but not limited to any purpose contrary to any statute, ordinance, requirement or regulation applicable thereto in any manner that would violate the certificate of occupancy affecting the Leased Premises, or would cause structural injury to the improvements, reasonable wear and tear excepted. Landlord represents and warrants that except for negligent or willful acts of Tenant, its agents, employees and invitees, the Leased Premises will at all times of occupancy by Tenant, be in compliance with all applicable codes, statutes, ordinances, rules and regulations affecting the Leased Premises, including but not limited to fire codes, the Americans with Disabilities Act. ("ACT") and all environmental laws and regulations.

SECTION 3. LIENS. Tenant will not create or permit to be created or to remain upon the Leased Premises any mechanics', laborers', materialmen's, suppliers', or vendors' lien, and Tenant will remove all such Liens placed upon the Leased Premises in a diligent and expeditious manner and at Tenant's sole cost.

ARTICLE V

MAINTENANCE AND REPAIRS

SECTION 1. BY LANDLORD. Except if damaged by the intentional or negligent actions of Tenant, its agents, employees or invitees, the Landlord shall at all times during the Term of this Lease, including any renewals and extensions thereof, maintain in good condition and repair the structural elements of the Leased Premises, including the roof and load-bearing floors and walls necessary for the structural support of the Leased Premises, including the exterior Parking Areas and sidewalks, including the furnace system, AC unit, electrical systems and in-floor heating system. The Landlord will provide necessary lawn and snow removal of the

parking areas. Landlord will further maintain the exterior of the building including exterior brick and corrugated metal sides.

Tenant shall promptly notify Landlord in writing of any repairs Tenant believes are required for the structural elements of the Leased Premises. In the event Landlord fails to make such repairs required under this Section within thirty (30) days following written notice thereof from Tenant to Landlord, Tenant may elect to make such repairs on behalf of Landlord and shall assess the reasonable costs thereof incurred by Tenant against the Landlord. Tenant has the right to offset such costs of repairs against payments of Rent as they become due and payable.

SECTION 2. BY TENANT. Except if damaged by the intentional or negligent act of Landlord, its agents, employees or invitees, Tenant shall at all times throughout the Term of this Lease, including renewals and extensions thereof, at Tenant's sole cost and expense, keep and maintain in good order, condition and repair, the Leased Premises and every part thereof not the responsibility of Landlord in the preceding Section, including but not limited to, the exterior and interior portions of all doors, glass and glass windows, plumbing fixtures, heater and air conditioner fixtures and electrical signs of the Landlord, if any, electrical outlets, cabinets, and ventilating and electric equipment and systems therein, affixed to, or serving the ceilings of the Leased Premises.

If Tenant shall fail to keep and preserve the Leased Premises in the state and condition required by this Section, Landlord may, at its option, put or cause the Leased Premises to be put into the necessary condition or state of repair and, in such case, Tenant, on demand, shall reimburse Landlord for the reasonable costs thereof with the next payment of Rent due hereunder.

ARTICLE VI

USE OF PARKING AND ACCESS AREAS

SECTION 1. NUMBER AND LOCATION. The parking lot serving the property is a shared, non-exclusive parking area available for use by all tenants and their guests. No specific parking spaces are assigned. Tenants are expected to use the parking areas in a reasonable, cooperative manner and to work together to ensure the space is used efficiently and does not interfere with the operations of others. The Landlord does not impose specific parking rules at this time, however, the Landlord reserves the right to address and remedy any misuse of the parking areas that is deemed excessive, improper, or disruptive to other tenants.

ARTICLE VII

LOSS BY CASUALTY

SECTION 1. GENERAL. In the event of any damage or destruction to any part of the building of which the leased Premises is a part, by fire or other causes during the terms hereof, the following provisions shall apply:

A. **Termination or Repair by Landlord.** If any part of the Building of which the Leased Premises is a part, is damaged by fire or any other cause to such extent that the costs of restoration, will equal or exceed fifty percent (50%) of the replacement value thereof (exclusive of foundations) just prior to the occurrence of the damage, then Landlord may no later than the sixtieth (60^{th}) day following the damage, give Tenant written notice of Landlord's election to terminate this Lease. If Landlord does not elect to terminate this Lease, this Lease shall not terminate however, Rent shall be abated as provided in Section D below, Landlord shall not be responsible for replacing, restoring or repairing leasehold improvements of Tenant.

B. **Repair by Landlord.** If the cost of restoration shall amount to less than fifty percent (50%) of said replacement value of the Building, Landlord shall restore the Building and the Leased Premises with reasonable promptness, subject to delays beyond Landlord's control and delays in making of insurance adjustments by Landlord. Landlord shall not be responsible for replacing, restoring or repairing leasehold improvements of the Tenant.

C. **Effect of Termination**. In the event of an election to terminate this Lease due to casualty as above provided, this Lease Agreement shall be deemed to terminate on the date of receipt of the notice of election and all rentals shall be paid up to that date. Tenant shall have no claim against Landlord for the value of any unexpired term of this Lease. If paid by Tenant hereunder, Landlord shall return to Tenant the last month's rent payment promptly in the event of early termination of this Lease.

D. **Rent Abatement.** In the event that all or any portion of the Leased Premises are unusable following a casualty, Rent shall be proportionately abated until the damage has been repaired.

ARTICLE VIII

RIGHT OF ENTRY; ALTERATIONS; LEASEHOLD IMPROVEMENTS

SECTION 1. LANDLORD RIGHT OF ENTRY. Landlord and Landlord's agents, employees, contractors, and representatives shall have the right to enter the Leased Premises at reasonable times upon at least twenty-four (24) hours' prior notice to Tenant for the purpose of inspecting the Leased Premises, performing maintenance, repairs, replacements, or improvements, showing the Leased Premises to prospective tenants, buyers, lenders, contractors, or insurers, or otherwise exercising Landlord's rights under this Lease. Landlord may enter the Leased Premises without prior notice in the event of an emergency. In exercising its rights under this Section, Landlord shall use commercially reasonable efforts to minimize interference with Tenant's operations.

SECTION 2. ALTERATIONS AND LEASEHOLD IMPROVEMENTS. Tenant shall not make any structural alterations, additions, or improvements to the Leased Premises without Landlord's prior written consent, which consent may be granted, conditioned, or withheld in

Landlord's reasonable discretion. Any approved alterations, additions, or improvements shall be performed in a good and workmanlike manner, in compliance with all applicable laws, codes, ordinances, and permit requirements, and at Tenant's sole cost and expense. Unless Landlord requires removal, all leasehold improvements made by Tenant shall become the property of Landlord upon expiration or earlier termination of this Lease. Landlord may require Tenant to remove any alterations, additions, or improvements installed by or on behalf of Tenant and restore the Leased Premises to substantially the condition existing prior to such work, ordinary wear and tear excepted. Tenant's trade fixtures, furniture, equipment, and personal property shall remain Tenant's property and may be removed by Tenant prior to the expiration or earlier termination of this Lease, provided Tenant repairs any damage caused by such removal.

ARTICLE IX

COVENANTS; MISCELLANEOUS PROVISIONS

SECTION 1. BY TENANT. The Tenant further agrees as follows:

A. **Maintain.** Except as required of Landlord by this Lease, to maintain the Leased Premises in a neat, clean and sanitary condition, free from waste and debris and in good order and repair during the Term of this Lease, and not to do or suffer any act to be done to damage, deface, alter, overload or render the insurable risk of the Landlord with reference thereto.

B. **Alterations.** Not to make any structural alterations of the Leased Premises without the written consent of the Landlord, which consent may be withheld by Landlord for any or no reason and not to permit any public nuisance to be maintained upon the Leased Premises.

C. **Landlord Access.** To permit Landlord and its agents to show the Leased Premises to prospective tenants during the ninety (90) day period prior to the termination of the Lease and to place on the Leased Premises during such period signs advertising that the premises are for rent.

D. **Surrender.** At the expiration of the term of this Lease, whether by lapse of time or otherwise, to surrender the Leased Premises to Landlord in good condition and repair, ordinary wear and tear and loss by insured casualty during the Term of the Lease excepted.

E. **Holding Over.** If Tenant remains in possession of the Leased Premises after the expiration of the Initial Term without properly exercising the Extension Option, or after the expiration or earlier termination of the Extension Term, such possession shall not be construed as an extension or renewal of this Lease unless agreed to in writing by Landlord. Any such holdover tenancy shall be deemed a month-to-month tenancy, subject to all terms and conditions of this Lease except that monthly Gross Rent during any holdover period shall be equal to one hundred fifty percent (150%) of the monthly

Gross Rent payable during the final month of the Term. Either party may terminate such month-to-month holdover tenancy upon not less than sixty (60) days' prior written notice.

F. **Insurance and Indemnification.** Tenant shall, at its sole cost and expense, maintain during the Term of this Lease, including any renewal, extension, or holdover period, insurance issued by companies authorized to do business in the State of Minnesota and rated A-/VII or better by A.M. Best, or otherwise reasonably acceptable to Landlord. Tenant shall maintain the following insurance coverages:

1. **Commercial General Liability Insurance.** Tenant shall maintain Commercial Liability Insurance written on an occurrence basis, including premises/operations, contractual liability, broad form property damage, and personal and advertising injury coverage, with limits of not less than One Million and No/100 Dollars ($1,000,000.00) per occurrence and Two Million and No/100 ($2,000,000.00) general aggregate. Landlord, Landlord's property manager if any, mortgagees if any, and their respective officers, agents, and employees shall be named as additional insureds on Tenant's Commercial General Liability policy on a primary and non-contributory basis.

2. **Commercial Property Insurance.** Tenant shall maintain Commercial Property Insurance covering Tenant's trade fixtures, furniture, equipment, inventory, personal property, improvements, and betterments located in or about the Leased Premises for their full replacement cost value. Landlord shall not be responsible for loss of or damage to Tenant's personal property, trade fixtures, inventory, equipment, or other property located in or about the Leased Premises.

3. **Business Interruption / Extra Expense Insurance.** Tenant shall maintain Business Interruption and Extra Expense Insurance in an amount reasonably sufficient to cover Tenant's operations at the Leased Premises. Landlord shall not be liable for Tenant's loss of business income or extra expenses except to the extent caused by Landlord's gross negligence or willful misconduct.

4. **Commercial Automobile Liability Insurance.** To the extent Tenant uses owned, hired, or non-owned vehicles in connection with Tenant's operations at or from the Leased Premises, Tenant shall maintain Commercial Automobile Liability Insurance with limits of not less than One Million and No/100 Dollars ($1,000,000.00) combined single limit for bodily injury and property damage.

5. **Workers' Compensation and Employers Liability Insurance.** Tenant shall maintain Workers' Compensation insurance as required by applicable law and Employers Liability Insurance with limits of not less than Five Hundred Thousand and No/100 Dollars ($500,000.00) per accident, Five Hundred Thousand and No/100 Dollars ($500,000.00) per employee for bodily injury by disease, and Five Hundred Thousand and No/100 Dollars ($500,000.00) policy aggregate for bodily injury by disease.

6. **Umbrella or Excess Liability Insurance.** Tenant shall maintain Commercial Umbrella and/or Excess Liability Insurance with limits of not less than One Million and No/100 Dollars ($1,000,000.00) per occurrence and One Million and No/100 Dollars ($1,000,000.00) aggregate, providing coverage in excess of Tenant's Commercial General Liability, Commercial Automobile Liability, and Employers Liability policies. Landlord, Landlord's property manager, mortgagees, and their respective officers, agents, and employees shall be named as additional insureds on Tenant's umbrella or excess liability policy to the same extent as provided under the underlying liability policies.

7. **Certificates of Insurance.** Prior to Tenant's occupancy of the Leased Premises, and upon renewal of each policy, Tenant shall provide Landlord with certificates of insurance evidencing the required coverages. Tenant shall use commercially reasonable efforts to cause its policies to provide that Landlord receive at least thirty (30) days' prior written notice of cancellation or material reduction in coverage, except ten (10) days' notice for cancellation due to non-payment of premium.

8. **Waiver of Subrogation.** To the extent permitted by law and applicable insurance policies, Tenant shall cause its insurers to waive all rights of subrogation against Landlord, Landlord's property manager, mortgagees, and their respective officers, agents, and employees. Tenant shall not do or permit anything to be done in or about the Leased Premises that would invalidate or increase the cost of Landlord's insurance coverage, unless Tenant agrees to pay such increased cost.

G. **Payment.** Pay when due and before any penalty accrues, all sums of money that may become, or purporting to be due for Rent or any labor, service, materials, supplies, or equipment alleged to have been furnished or to be furnished to the Lessee, in, upon or about the demised premises and which may be secured by any Lien against the Leased Premises and/or Landlord's interest therein.

H. **Environmental Matters:** Tenant shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances relating to hazardous substances, hazardous waste, toxic materials, petroleum products, pollutants, contaminants, or other regulated materials affecting the Leased Premises. Tenant shall not cause or permit any hazardous substance, hazardous waste, toxic material, petroleum product, pollutant, contaminant, or other regulated material to be released, spilled, leaked, discharged, dumped, stored, or disposed of in, on, under, or about the Leased Premises, except for ordinary and customary materials used in connection with Tenant's permitted use of the Leased Premises, provided such materials are used, stored, and disposed of in compliance with all applicable laws. Tenant shall promptly notify Landlord of any release, spill, leak, discharge, or violation relating to hazardous substances or regulated materials caused by Tenant, its employees, agents, contractors, invitees, or representatives. Tenant shall be responsible for all costs, claims, damages, fines, penalties, cleanup, remediation, and liabilities arising from Tenant's violation of this Section, except to the extent caused by Landlord or Landlord's agents, employees, contractors, or representatives.

I. **Compliance; Claims.** Tenant shall comply with all applicable laws, ordinances, rules, regulations, and governmental requirements relating to Tenant's use and occupancy of the Leased Premises. Tenant shall be responsible for any claims, fines, penalties, costs, or expenses arising from Tenant's use of the Leased Premises, Tenant's breach of this Lease, or the acts or omissions of Tenant, its employees, agents, contractors, invitees, or representatives, except to the extent caused by Landlord or Landlord's agents, employees, contractors, or representatives.

SECTION 2. BY LANDLORD. The Landlord covenants and agrees that it shall:

A. **Occupy.** Upon the payment of the Rent provided herein and the performance of the covenants and agreements of this Lease to be performed by Tenant, permit Tenant to have and to hold and enjoy quiet possession of the Leased Premises.

B. **Good Condition.** Deliver every part of the Leased Premises in good working condition, including but not limited to, the exterior and interior portions of all doors, glass and glass windows, plumbing fixtures, heater and air conditioner fixtures and electrical signs of the Landlord, if any, lighting, electrical outlets, cabinets, and ventilating and electric equipment and systems therein, affixed to, or serving the ceilings of the Leased Premises.

C. **Maintenance.** Meet its obligations for maintenance and repairs under Article V, Section 1.

D. **Signage.** Permit Tenant, at Tenant's expense, to place signs, advertisements or notices on the Leased Premises without the consent of Landlord, provided the same are in compliance with all applicable codes, statutes, rules and regulations.

E. **Insurance.** Landlord shall maintain property insurance on the Building in amounts and on terms determined by Landlord in its reasonable discretion. Landlord's insurance shall not cover Tenant's trade fixtures, furniture, equipment, inventory, personal property, improvements, betterments, business interruption, or other property of Tenant. To the extent permitted by law and applicable insurance policies, Landlord shall cause its property insurer to waive rights of subrogation against Tenant.

SECTION 3. SUBORDINATION. At the Landlord's option, the Tenant's rights under this Lease shall be subordinate to the Lien of any mortgage placed upon the Leased Premises, and provided that notwithstanding the default of the Landlord under such mortgage or the foreclosure of the lien hereof, this Lease shall continue in force and effect in all of its terms so long as Tenant shall not be in default hereunder.

SECTION 4. NOTICES. All notices hereunder shall be given in writing and mailed by first class mail to the last known address of the party to which said notice is first intended.

SECTION 5. WAIVER OF CLAIMS; INSURED LOSSES. Except as otherwise provided in this Lease, neither Landlord nor Tenant shall be liable to the other for loss or damage to property to the extent such loss or damage is covered, or would have been covered, by the property insurance required to be maintained by the party suffering such loss. Each party waives all rights of recovery against the other, and against the other party's officers, agents, employees, contractors, and representatives, for any loss or damage covered by such insurance, to the extent permitted by law and the applicable insurance policies.

SECTION 6. WAIVER OF SUBROGATION. Landlord and Tenant shall each use commercially reasonable efforts to cause their respective property insurers to waive rights of subrogation against the other party and the other party's officers, agents, employees, contractors, and representatives. This waiver shall apply whether or not the loss is caused by the negligence of either party, to the extent permitted by law and the applicable insurance policies.

SECTION 7. AMENDMENT. This Lease may not be modified or amended in any manner other than by written agreement signed by the parties hereto.

SECTION 8. GOVERNING LAW. The laws of the State of Minnesota shall govern the validity, performance, interpretation and enforcement of this lease.

ARTICLE X

SERVICES AND UTILITIES

SECTION 1. ACCESS. Landlord will, at its expense, provide access to the necessary lines to panels or boxes within the Leased Premises or equipment in good working order for: (i) water sufficient for drinking, lavatory, toilet, and ordinary cleaning purposes, (ii) electricity, (iii) gas and (iv) telephone service.

SECTION 2. COST. Tenant shall be solely responsible for the payment of all gas and electricity, trash, garbage, telephone, internet, data, and other separately metered or separately contracted services serving the Leased Premises, either directly to the provider or as otherwise billed. Landlord shall be responsible for the costs of real estate taxes, property insurance, snow removal, lawn care, water, and sewer, which costs are included in the Gross Rent and shall not be separately charged to Tenant except as otherwise expressly provided in this lease.

ARTICLE XI

EMINENT DOMAIN

SECTION 1. SUBSTANTIAL TAKING. If all or a substantial portion of the Leased Premises is taken by eminent domain, condemnation, or conveyance in lieu thereof, or if such taking materially interferes with Tenant's ability to use the Leased Premises for the permitted use under this Lease, either Landlord or Tenant may terminate this Lease by providing written notice

to the other party. In such event, this Lease shall terminate as of the date possession is required by the condemning authority, Rent shall be prorated as of such date, and any prepaid Rent shall be returned to Tenant.

SECTION 2. PARTIAL TAKING. If a taking does not materially interfere with Tenant's use of the Leased Premises for the permitted use under this Lease, this Lease shall continue in effect. Landlord shall use commercially reasonable efforts to restore the remaining portion of the Leased Premises to a condition reasonably suitable for Tenant's continued use, to the extent reasonably practicable and to the extent condemnation proceeds are made available to Landlord for such restoration. Rent shall be equitably abated to reflect any portion of the Leased Premises taken or rendered unusable.

SECTION 3. AWARD. Landlord shall be entitled to the entire award or payment for any taking of the Leased Premises, Building, or Property. Tenant may make a separate claim against the condemning authority for Tenant's moving expenses, loss of Tenant's personal property, or business interruption damages, provided such claim does not reduce or otherwise affect Landlord's award.

ARTICLE XII

INDEMNITY

SECTION 1. BY TENANT. Tenant will defend, indemnify, and save harmless the Landlord, its affiliates, and their officers, directors, shareholders and partners, against all claims, liabilities, losses, fines, penalties, direct damages, costs and expenses (including reasonable attorneys' fees and other costs of litigation) because of injury, including death, to any person, or damage or loss of any kind to any property caused by Tenant's use of the Leased Premises or the breach of any provision of this Lease, except to the extent caused by the willful misconduct or negligence of Landlord, or its contractors, agents or representatives.

SECTION 2. BY LANDLORD. Landlord will defend, indemnify and save harmless the Tenant, its affiliates and officers, directors, shareholder and partners, against all claims, liabilities, losses, fines, penalties, damages, costs and expenses (including reasonable attorneys' fees and other costs of litigation) because of injury, including death, to any person, or damage or loss of any kind to any property arising from the actions or failure to act of Landlord or its employees or agents, or the breach of any provision of this Lease, except to the extent caused by the willful misconduct or negligence of Tenant, or its contractors, agents or representatives.

ARTICLE XIII

WAIVER

SECTION 1. EFFECT. The waiver by Landlord or Tenant of any breach of any term, covenant or condition herein contained will not be deemed to be a waiver of such term, covenant

or condition on any subsequent breach of the same or any other term, covenant or condition herein contained. The subsequent acceptance of Rent by Landlord will not be deemed to be a waiver of any preceding breach by Tenant of any term, covenant or condition of this Lease, other than the failure of Tenant to pay the particular Rent so accepted, regardless of Landlord's knowledge of such preceding breach at the time of acceptance of such Rent. Additionally, no covenant, term or condition of this Lease will be deemed to have been waived by Landlord or Tenant, unless such waiver be in writing signed by Landlord.

ARTICLE XIV

TENANT'S DEFAULT; RIGHTS AND REMEDIES

SECTION 1. EVENT OF DEFAULT. The occurrence of any one or more of the following shall constitute an "Event of Default" by Tenant under this Lease:

A. Tenant fails to pay Rent or any other amount due under this Lease within five (5) business days after written notice from Landlord that such amount is past due.

B. Tenant fails to observe or perform any other covenant, agreement, condition, or provision of this Lease, and such failure continues for thirty (30) days after written notice from Landlord to Tenant; provided, however, that if such default cannot reasonably be cured within such thirty (30) day period, Tenant shall not be in default so long as Tenant commences cure within such thirty (30) day period and diligently proceeds to complete such cure.

C. Tenant abandons the Leased Premises or fails to maintain required insurance coverage under this Lease.

SECTION 2. LANDLORD'S REMEDIES. If an Event of Default by Tenant occurs, Landlord may exercise any rights or remedies available under this Lease, at law, or in equity, including the right to terminate this Lease, recover possession of the Leased Premises, recover unpaid Rent and other amounts due, and recover damages resulting from Tenant's default. Landlord's rights and remedies shall be cumulative, and the exercise of one remedy shall not prevent Landlord from exercising any other available remedy.

SECTION 3. REENTRY AND RELETTING. If this Lease is terminated due to an Event of Default, Landlord may reenter and repossess the Leased Premises in accordance with applicable law. Landlord may remove Tenant and Tenant's property from the Leased Premises and may relet the Leased Premises, or any portion thereof, on such terms as Landlord reasonably determines. Landlord shall use reasonable efforts to mitigate damages as required by applicable law.

SECTION 4. TENANT TO PAY. If this Lease is terminated due to an Event of Default, Tenant shall pay Landlord all Rent and other amounts due through the date of termination. Tenant shall also be liable for any deficiency between the Rent that would have been payable for

the remainder of the Term and the net rent actually received by Landlord from any reletting of the Leased Premises, after deducting Landlord's reasonable costs of repossession, reletting, repairs, alterations, brokerage commissions, legal fees, and other expenses incurred as a result of Tenant's default.

ARTICLE XV

REAL ESTATE BROKERS

SECTION 1. DISCLOSURE AND RESPONSIBILITY. Landlord and Tenant each warrant to the other that no broker or finder has been engaged or consulted by Tenant or any affiliated person or entity of Tenant or is in any way entitled to compensation as a consequence of the lease of the Leased Premises to Tenant. Landlord and Tenant hereby agree to indemnify, defend and hold the other harmless from any loss, cost (including reasonable attorneys' fees), damage, claim, demand or liability for any such commission or fee incurred by the indemnified party and arising by, through or under the indemnifying party. This Paragraph will survive the expiration or termination of this Lease.

ARTICLE XVI

ATTORNEY'S FEES

SECTION 1. PREVAILING PARTY. In the event of any action, proceeding, or dispute arising out of or relating to this Lease, the prevailing party shall be entitled to recover its reasonable attorneys' fees, court costs, and other reasonable costs and expenses from the non-prevailing party, including fees and costs incurred before trial, at trial, on appeal, and in any collection or enforcement proceedings.

IN WITNESS WHEREOF, The Parties hereto have executed this Lease as of the day and year first written above.

HALLBERG MARINE INC.

By:

_____

Austin Hallberg
Its: President
Email:
austinhallberg@hallbergmarine.com
Phone: (651) 462-4516

CITY OF WYOMING

By: _____

Its: _____
Email: _____
Phone: _____