

**AGENDA
CITY COUNCIL
REGULAR MEETING
CITY OF WYOMING, MINNESOTA
FEBRUARY 2, 2022
7:00 PM**

CALL TO ORDER:

CALL OF ROLL:

DETERMINATION OF A QUORUM:

PLEDGE OF ALLEGIANCE:

OPEN FORUM:

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

APPROVAL OF MINUTES:

1. Consider approving the minutes of the "Regular Meeting" of the Wyoming, Minnesota city Council for January 18, 2022

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.

2. Consider authorizing the payment of recommended bills, payroll and journal entries for the period of January 19, 2022 through February 2, 2022
3. To consider the resignation of Joe Kuskey from the Wyoming Fire Department

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

4. Report of the Public Safety Director, Neil Bauer, for January 25, 2022

5. Report of City Building Official, Fred Weck, IV for January 28, 2022
6. Report of the City Attorney, Tom Loonan, for January 27, 2022
7. Report of City Engineer Mark Erichson, WSB for January 28, 2022
8. Report of the Public Works Superintendent Chuck Almhjeld for January 27, 2022

COMMUNICATIONS:

OLD BUSINESS:

NEW BUSINESS:

9. To consider **Ordinance 2022-01** an ordinance granting to Northern States Power Company, a Minnesota corporation, its successors and assigns, permission to construct, operate, repair and maintain in the city of Wyoming, Minnesota, an electric distribution system and transmission lines, including necessary poles, lines, fixtures and appurtenances, for the furnishing of electric energy to the city, its inhabitants, and others, and to use the public grounds and public ways of the city for such purposes.
10. To consider **Ordinance 2022-02** an ordinance implementing an electric service franchise fee on Northern States Power Company, a Minnesota corporation, its successors and assigns, for providing electric service within the city of Wyoming, Minnesota.
11. To consider **Ordinance 2022-03** an ordinance granting to Northern States Power Company, a Minnesota corporation, its successors and assigns, permission to erect a gas distribution system for the purposes of constructing, operating, repairing and maintaining in the city of Wyoming, Minnesota, the necessary gas pipes, mains and appurtenances for the transmission or distribution of gas to the city and its inhabitants and others and transmitting gas into and through the city and to use the public grounds and public ways of the city for such purposes.
12. To consider **Ordinance 2022-04** an ordinance implementing a gas service franchise fee on Northern States Power Company, a Minnesota corporation, its successors and assigns, for providing gas service within the city of Wyoming, Minnesota.
13. To consider **Resolution 22-02-15** a resolution adopting and approving a summary publication for ordinance 2022-01, 2022-02, 2022-03 and 2022-04, an ordinance amending the city of Wyoming code of ordinances, Appendix I electric franchise Northern States Power Company
14. To consider **Ordinance 22-05** an ordinance granting to Conexus Energy, a Minnesota cooperative corporation, its successors and assigns, permission to construct, operate, repair and maintain in the city of Wyoming, Minnesota, an electric distribution system and transmission lines, including necessary poles, lines, fixtures and appurtenances, for the furnishing of electric energy to the city, its inhabitants, and others, and to use the public grounds and public ways of the city for such purposes.

15. To consider **Ordinance 22-06** an ordinance modifying the electric franchise fee on Conexus Energy for providing electric service within the city of Wyoming
16. To consider **Resolution 22-02-16** a resolution adopting and approving a summary publication for ordinance 2022-05 and 2022-06, an ordinance amending the city of Wyoming code of ordinances, Appendix J electric franchise Conexus Energy
17. To consider approving a Request for Proposals (RFP) for a Construction Manager (CM) for the Wyoming Public Safety Building Project
18. To consider a council work session on water infrastructure on February 15th, 2022 at 5:30PM

COUNCIL REPORTS:

ADJOURN

**DRAFT MINUTES
CITY COUNCIL
REGULAR MEETING
CITY OF WYOMING, MINNESOTA
JANUARY 18, 2022
7:00PM**

CALL TO ORDER:

Mayor Lisa Iverson called the Regular Meeting of the Wyoming City Council for January 18, 2022 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, Brett Ohnstad, and Claire Luger

ABSENT: Councilmember Dennis Schilling

Also Present: Tom Loonan, Eckberg Lammers, Robb Linwood, City Administrator, Alex Saxe, Assistant City Administrator, Mark Erichson-WSB, Neil Bauer - Public Safety Director, Fred Weck, Zoning Administrator/Building Official and Chuck Almhjeld, Public Works Superintendent

DETERMINATION OF A QUORUM:

PLEDGE OF ALLEGIANCE: Led by Pack #142

OPEN FORUM:

Neil Gatzow, 5481 East Viking Boulevard – Explained that his home was built in 1904 and is one of the oldest homes in the City. He stated that he and the Zoning Administrator Weck have a difference of opinion on whether his lot at 5481 is one or two lots. He read aloud portions of the ordinance related to setbacks, lot width, and architectural standards. He stated that he would like to petition the City to assign him one housing unit for the upcoming road project assessment.

Mayor Iverson – Suggested that Mr. Gatzow come back following the project when there is an opportunity to appeal.

The Council expressed the desire to have additional time to consider the information presented by Mr. Gatzow.

City Administrator Linwood – Stated that staff will do the due diligence with regard to precedence in prior projects with similar factors related to issues raised by Mr. Gatzow for the appeal process.

APPROVAL OF MINUTES:

- 1. Consider approving the minutes of the “Regular Meeting” of the Wyoming, Minnesota City Council for January 4, 2022**

A MOTION WAS MADE BY COUNCILMEMBER LUGER, SECONDED BY COUNCILMEMBER OHNSTAD, TO APPROVE THE MINUTES OF THE “REGULAR MEETING” OF THE WYOMING, MINNESOTA CITY COUNCIL FOR JANUARY 4, 2022 AS SUBMITTED.

Voting Aye: Nanko Yeager, Luger, Ohnstad, Iverson

Voting Nay: None

Abstain: None

Absent: Schilling

SCHEDULED BID LETTINGS: NONE

SCHEDULED PUBLIC HEARINGS:

2. To consider Resolution 22-01-11 a resolution ordering the project and preparation of plans and specifications for the 2022 East Viking Boulevard Project

City Engineer Erichson – Gave a brief explanation of the proposed East Viking Boulevard project, issues raised in the neighborhood meetings, the proposed project schedule, projected costs, funding sources, assessment details, and grant opportunities for portions of the project.

A MOTION WAS MADE BY COUNCILMEMBER OHNSTAD, SECONDED BY COUNCILMEMBER LUGER, TO OPEN THE PUBLIC HEARING REGARDING THE 2022 EAST VIKING BOULEVARD PROJECT.

Voting Aye: Nanko Yeager, Luger, Ohnstad, Iverson

Voting Nay: None

Abstain: None

Absent: Schilling

Neil Gatzow, 5481 East Viking Boulevard – Stated that he has lived on this street with sidewalks in front of his house since 1978 and has never seen a traffic tie up on the sidewalk from all the senior citizens who walk back and forth. He noted that the sidewalk in front of his property is in perfect condition. He stated that he doesn't think the sidewalk needs to be widened to 5 feet just to have new sidewalk. He stated that there may need to be some replacements made in a few places, but overall, he believes the sidewalk condition is very good.

Gary Sykes, 5710 East Viking Boulevard – Asked about traffic feedback signs and crosswalks. He stated that there is a speeding issue along this roadway and if this project continues, he feels there will be even more speeding along the roadway.

Tom Terry, 26752 Freeport Court – He stated that he is #17 on the City's map and noted that he was assessed when Freeport Court was done and his understanding was that he would not be assessed for East Viking Boulevard.

City Engineer Erichson – Explained that properties are assessed by where their driveway access is. He stated that he can verify this information for Mr. Terry.

A MOTION WAS MADE BY COUNCILMEMBER LUGER, SECONDED BY COUNCILMEMBER OHNSTAD, TO CLOSE THE PUBLIC HEARING REGARDING THE 2022 EAST VIKING BOULEVARD PROJECT.

Voting Aye: Nanko Yeager, Luger, Ohnstad, Iverson

Voting Nay: None

Abstain: None

Absent: Schilling

Mayor Iverson – Explained that one of the goals for the City is to become ADA compliant noted that she believed that the sidewalks, in their current form are not ADA compliant.

City Engineer Erichson – Stated that they can do some more vetting and as they get into more of a final design, they will look at the possibilities of not having to replace things if they are in good condition. He stated that they want to use the City's limited resources as wisely as possible. He reiterated that they can spend more time vetting this issue and try to quantify it a bit better.

Mayor Iverson – Stated that she is strongly in favor of walkability and getting access for everybody, so she would like additional study to be completed on the sidewalk issue.

Council Member Nanko Yeager – Asked if the study would consider a work around or some sort of alternate, creative solution for the walkway.

City Engineer Erichson – Stated that they will look at a number of different alternatives and find a few things to present to City Council for options.

There was a Consensus of the Council to direct City Engineer Erichson to look into the sidewalk issue.

City Engineer Erichson – Explained that he will look into the suggestions made regarding driver feedback signs and crosswalks as part of this process.

City Administrator Linwood – Stated that he was able to access the assessment roll to address Mr. Terry's question and his assessment is \$0.

A MOTION WAS MADE BY COUNCILMEMBER LUGER, SECONDED BY COUNCILMEMBER IVERSON, TO APPROVE RESOLUTION 21-01-11 A RESOLUTION ORDERING THE PROJECT AND PREPARATION OF PLANS AND SPECIFICATIONS FOR THE 2022 EAST VIKING BOULEVARD PROJECT.

Voting Aye: Nanko Yeager, Luger, Ohnstad, Iverson

Voting Nay: None

Abstain: None

Absent: Schilling

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 January 5, 2022 through January 18, 2022
4. To consider the resignation of Eric Rydeen from the City of Wyoming
5. To consider **Resolution 22-01-12** a resolution approving BergankDV to conduct annual audit services for the year ended December 31, 2021 in the amount of \$35,500
6. To consider **Resolution 22-01-13** a resolution approving payment for pay voucher to Dresel Contracting, Inc. for the 2020 street improvement project (WSB Project 013882-000) (City Project 20-01) in the amount of \$71,202.82
7. To consider the resignation of Anthony Sarff from the Wyoming Fire Department

Mayor Iverson - Asked to pull item #6 and #7 for discussion.

A MOTION WAS MADE BY COUNILMEMBER LUGER, SECONDED BY COUNCILMEMBER OHNSTAD, TO APPROVE #3, #4, and #5 OF THE WYOMING CITY COUNCIL CONSENT AGENDA.

Voting Aye: Nanko Yeager, Luger, Ohnstad, Iverson

Voting Nay: None

Abstain: None

Absent: Schilling

#6 - To consider **Resolution 22-01-13** a resolution approving payment for pay voucher to Dresel Contracting, Inc. for the 2020 street improvement project (WSB Project 013882-000) (City Project 20-01) in the amount of \$71,202.82

Mayor Iverson – Stated that this says it is 'final' but she believes there are still some issues and things that the City has stated need to be fixed on that project.

City Engineer Erichson – Explained that this is the 2020 street improvement project which is on the west side of the freeway.

#7 – To consider the resignation of Anthony Sarff from the Wyoming Fire Department

Mayor Iverson – Asked Public Safety Director Bauer to pass along the message to Mr. Sarff that the City has appreciated his service and time he has volunteered to the City and that the Council wishes him well.

A MOTION WAS MADE BY COUNCILMEMBER IVERSON, SECONDED BY COUNCILMEMBER OHNSTAD, TO APPROVE CONSENT AGENDA ITEM #6 RESOLUTION 21-01-13 A RESOLUTION APPROVING PAYMENT FOR PAY VOUCHER TO DRESEL CONTRACTING, INC. FOR THE 2020 STREET IMPROVEMENT PROJECT (WSB PROJECT 013882-000) (CITY PROJECT 20-01) IN THE AMOUNT OF \$71,202.82, AND #7 TO APPROVE THE RESIGNATION OF ANTHONY SARFF FROM THE WYOMING FIRE DEPARTMENT.

Voting Aye: Nanko Yeager, Luger, Ohnstad, Iverson

Voting Nay: None

Abstain: None

Absent: Schilling

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

8. Report of the Public Safety Director, Neil Bauer for January 12, 2022
9. Report of City Building Official, Fred Weck, IV for January 13, 2022
10. Report of City Attorney Tom Loonan for January 13, 2022
11. Report of City Engineer Mark Erichson, WSB for January 14, 2022
12. Report of Public Works Superintendent Chuck Almhjeld for January 12, 2022

Council Member Ohnstad – Explained that there was a speed limit sign that he noticed on Kettle River Boulevard that was down. He stated that he informed City Administrator Linwood and within 24 hours, the sign was back up. He stated that he wanted to express his appreciation to Public Works because that is a very dangerous spot for cars to travel over the speed limit and the pole sticking up out of the ground also could have been a danger to snowmobiles traveling through the area.

COMMUNICATIONS: NONE

OLD BUSINESS: NONE

NEW BUSINESS

13. To consider a request to apply for the Minnesota DNR Emerald Ash Borer Grant

Assistant City Administrator Saxe – Gave an overview of the available grant from the Minnesota DNR to help get rid of Emerald Ash Borer. He shared details from the City's tree inventory and the expected out of pocket costs for the City even if the grant is received. He stated that the Park Advisory Commission has recommended that the City apply for this grant.

Council Member Nanko Yeager – Asked what would happen if the City does not receive the grant.

Assistant City Administrator Saxe – Explained that the City would have to explore other options and noted that the Tree Fund only has about \$31,000 currently. He noted that there may be other grant options available.

A MOTION WAS MADE BY COUNCILMEMBER OHNSTAD, SECONDED BY COUNCILMEMBER LUGER, TO AUTHORIZE STAFF TO APPLY FOR THE MINNESOTA DNR EMERALD ASH BORER GRANT.

Voting Aye: Nanko Yeager, Luger, Ohnstad, Iverson

Voting Nay: None

Abstain: None

Absent: Schilling

- 14.** To consider **Resolution 22-01-14** a resolution approving the purchase of a 2022 Stepp SPHOJ-3.0 Asphalt Trailer in the amount of \$51,804.00 from Stepp Manufacturing

Public Works Superintendent Almhjeld – Explained that the City currently has a 30 year old asphalt trailer that was purchased used from another government agency. He stated that it was involved in a hit and run incident in St. Paul. He stated that after a claim was submitted to the insurance agency, the trailer was totaled.

Council Member Nanko Yeager – Asked if the City was able to get any kind of settlement from the individual who hit the trailer.

Public Works Superintendent Almhjeld - Stated that the person who hit it, got out of their vehicle and informed the Public Works employee that he already had a warrant, that he had no insurance, and asked the employee to just forget about it. He stated that when the employee declined to do that and called the police, that individual left the scene.

A MOTION WAS MADE BY COUNCILMEMBER LUGER, SECONDED BY COUNCILMEMBER OHNSTAD, TO APPROVE RESOLUTION 21-01-14 A RESOLUTION APPROVING THE PURCHASE OF A 2022 STEPP SPHOJ-3.0 ASPHALT TRAILER IN THE AMOUNT OF \$51,804.00 FROM STEPP MANUFACTURING.

Voting Aye: Nanko Yeager, Luger, Ohnstad, Iverson

Voting Nay: None

Abstain: None

Absent: Schilling

- 15.** To consider the hiring of Brandon Rice for the Maintenance Worker 1 position with a starting wage of Step 1, \$25.04/hr with a tentative start date of February 9, 2022

Public Works Superintendent Almhjeld – Noted that there were 11 applications for this position. He explained that Brandon Rice was the top candidate following the interview process and explained that he is currently working for the City of Fridley.

Council Member Nanko Yeager – Asked if the department was currently down 2 people and if Mr. Rice will receive training in sewer or if he would remain on streets.

Public Works Superintendent Almhjeld – Explained that Mr. Rice would be trained in water and sewer.

A MOTION WAS MADE BY COUNCILMEMBER LUGER, SECONDED BY COUNCILMEMBER OHNSTAD, TO APPROVE HIRING BRANDON RICE FOR THE MAINTENANCE WORKER 1 POSITION WITH A STARTING WAGE OF STEP 1, \$25.04/HR WITH A TENTATIVE START DATE OF FEBRUARY 9, 2022.

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

16. To consider holding a Council Work Session on February 9, 2022 at 6:00 PM

City Administrator Linwood – Explained that the Council has an annual exercise of looking through initiatives and goals for the current work year and staff is suggesting this be done at a work session on February 9, 2022. .

A MOTION WAS MADE BY COUNCILMEMBER IVERSON, SECONDED BY COUNCILMEMBER LUGER, TO APPROVE SCHEDULING A COUNCIL WORK SESSION ON FEBRUARY 9, 2022 AT 6:00 PM

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

COUNCIL REPORTS:

Council Member Ohnstad – Attended the franchise fee public meeting, the Swenson Park ribbon cutting ceremony.

Council Member Nanko Yeager – Attended the franchise fee open house and the East Viking Boulevard neighborhood meeting.

Council Member Luger – Attended the franchise fee public meeting, the neighborhood meeting for East Viking Boulevard, the Park Advisory Commission meeting, and the Swenson Park ribbon cutting ceremony.

Mayor Iverson – Attended the franchise fee public meeting, the neighborhood meeting for East Viking Boulevard, the Park Advisory Commission meeting, and the Swenson Park ribbon cutting ceremony.

A MOTION WAS MADE BY COUNCILMEMBER LUGER, SECONDED BY COUNCILMEMBER IVERSON, TO ADJOURN THE JANUARY 18, 2022 “REGULAR MEETING” OF THE WYOMING, MINNESOTA CITY COUNCIL REGULAR MEETING AT 8:03 PM

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

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

NEXT REGULAR MEETING:
FEBRUARY 1, 2022
7:00PM

For Check Dates 01/18/2022 to 01/18/2022

Check Number	Name	Check Date
52933	PACIFIC LIFE INSURANCE	01/18/2022
Item Code	GL Number	Amount
ROTH	101-0000-21712	230.77
		<u>230.77</u>
52934	WI SCTF,	01/18/2022
Item Code	GL Number	Amount
WI CHILD SUPPOR	101-0000-21710	215.42
		<u>215.42</u>
EFT850	SELECTACCOUNT,	01/18/2022
Item Code	GL Number	Amount
DEP CARE	101-0000-21711	0.00
FSA CONT	101-0000-21711	0.00
HSA CITY CONT	101-0000-21707	0.00
HSA CONT	101-0000-21707	2,014.62
		<u>2,014.62</u>
EFT851	P.E.R.A.,	01/18/2022
Item Code	GL Number	Amount
CORD PERA	101-0000-21704	2,389.36
DCP PERA	101-0000-21704	16.67
DCP PERA MATCH	101-0000-21704	16.67
PERA CITY MATCH	101-0000-21704	2,756.95
PF PERA	101-0000-21704	3,830.64
PF PERA CITY	101-0000-21704	5,745.92
		<u>14,756.21</u>
EFT852	INTERNAL REVENUE SERVICE,	01/18/2022
Item Code	GL Number	Amount
FITW	101-0000-21701	6,276.13
MEDICARE_EE	101-0000-21703	1,165.49
MEDICARE_ER	101-0000-21703	1,165.49
SOCSEC_EE	101-0000-21703	3,087.30
SOCSEC_ER	101-0000-21703	3,087.30
		<u>14,781.71</u>
EFT853	STATE OF MINNESOTA,	01/18/2022

For Check Dates 01/18/2022 to 01/18/2022

Check Number Name		Check Date
Item Code	GL Number	Amount
SITW	101-0000-21702	3,049.65
		3,049.65

General Checking Account 10100
Total Amount Being Paid: \$35,048.38
Total Number of Checks: 6

Mayor Iverson

Councilmember Luger

Councilmember Nanko/Yeager

Councilmember Schilling

Councilmember Ohnstad

City of Wyoming Check Detail Register

1/2
January 28, 2022 09:49 AM
User: ssaxe

01-26-2022 Wire

Check # Invoice #	Check Date	Vendor Name	General Ledger #	Check Amount	Comment
12475 02012022	01/26/2022	4M FUND			
	900-0000-10400	INVESTMENTS AT		\$1,476,991.88	INVESTMENTS AT COST
Total for 4M FUND				\$1,476,991.88	

City of Wyoming Check Detail Register

2/2
January 28, 2022 09:49 AM
User: ssaxe

01-26-2022 Wire

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

General Checking Account 10100

Total Amount Being Paid: \$1,476,991.88

Total Number of Checks: 1

Mayor Iverson

Councilmember Luger

Councilmember Nanko/Yeager

Councilmember Schilling

Councilmember Ohnstad

CITY OF WYOMING
JOURNAL ENTRY
JE: 1743

Post Date: 01/28/2022
Entry Date: 01/28/2022
Description: 020122 BOND PAYMENT WIRE

Entered By: ssaxe
Journal: GJ

GL #	Description	DR	CR
900-0000-10100	Cash	1,476,991.88	
900-0000-10400	Investments at Cost		1,476,991.88
339-7000-46010	Debt Srv Bond Principal 2016A	110,000.00	
339-7000-46110	BOND INTEREST 2016A	5,312.50	
339-0000-10100	Cash		115,312.50
338-7000-46010	Debt Srv Bond Principal 2015A	325,000.00	
338-7000-46110	BOND INTEREST 2015A	26,025.00	
338-0000-10100	Cash		351,025.00
601-7000-46010	Debt Srv Bond Principal 2015A	43,492.00	
601-7000-46110	BOND INTEREST 2015A	3,472.42	
601-0000-10100	Cash		46,964.42
602-9400-46010	Debt Srv Bond Principal 2015A	111,508.00	
602-9400-46110	BOND INTEREST 2015A	8,902.58	
602-0000-10100	Cash		120,410.58
340-7000-46010	Debt Srv Bond Principal 2018A	85,000.00	
340-7000-46110	BOND INTEREST 2018A	20,396.88	
340-0000-10100	Cash		105,396.88
337-7000-46010	Debt Srv Bond Principal 2009A	315,000.00	
337-7000-46110	BOND INTEREST 2009A	35,340.00	
337-0000-10100	Cash		350,340.00
341-7000-46110	BOND INTEREST 2020A	34,950.00	
341-7000-46010	Debt Srv Bond Principal 2020A	205,000.00	
341-0000-10100	Cash		239,950.00
601-7000-46010	Debt Srv Bond Principal 2015B	120,000.00	
601-7000-46110	BOND INTEREST 2015B	27,592.50	
601-0000-10100	Cash		147,592.50
Journal Total:		2,953,983.76	2,953,983.76

APPROVED BY: _____

City of Wyoming Check Detail Register

1/8
January 28, 2022 09:47 AM
User: ssaxe
DR: Wyoming

02-01-2022 Nye

Check # Invoice #	Check Date	Vendor Name	General Ledger #	Amount	Comment
12476	02/01/2022	90 DEGREE BENEFITS			
9011-074887-1000					
		101-0000-21706 HOSPITALIZATION		\$22,455.72	HOSPITALIZATION/MEDICAL INS
Total for 90 DEGREE BENEFITS				\$22,455.72	
52936	02/01/2022	ABM EQUIPMENT, LLC			
0169799-IN					
		651-9425-44040 REPAIRS & MAINT.		\$46,614.16	REPAIRS & MAINT. - EQUIPMENT
Total for ABM EQUIPMENT, LLC				\$46,614.16	
52937	02/01/2022	ADVANCE AUTO PARTS			
2509-307073					
		101-2110-43900 VEHICLE MAINTEN		\$5.25	VEHICLE MAINTENANCE
Total for ADVANCE AUTO PARTS				\$5.25	
52938	02/01/2022	AIRFRESH INDUSTRIES, INC			
49501					
		101-5200-44050 SATALLITE RENTAL		\$140.00	SATALLITE RENTAL
49849					
		101-5200-44050 SATALLITE RENTAL		\$140.00	SATALLITE RENTAL
Total for AIRFRESH INDUSTRIES, INC				\$280.00	
52939	02/01/2022	ASPEN MILLS			
287157					
		101-2110-44080 UNIFORMS		\$14.80	UNIFORMS
Total for ASPEN MILLS				\$14.80	
52940	02/01/2022	BS& A SOFTWARE			
138693					
		101-2400-42000 SUPPLIES - OFFICE		\$1,400.00	BUILDING
		101-2400-42000 SUPPLIES - OFFICE		\$590.00	FIELD INSPECTION
		101-1500-44330 DUES & SUBSCRIP		\$1,120.00	GENERAL LEDGER
		101-1500-44330 DUES & SUBSCRIP		\$950.00	ACCOUNTS PAYABLE
		101-1400-44330 DUES & SUBSCRIP		\$950.00	CASH RECEIPTING
		601-9425-44330 DUES & SUBSCRIP		\$330.00	UTILITY BILLING
		602-9425-44330 DUES & SUBSCRIP		\$330.00	UTILITY BILLING
		101-1400-44330 DUES & SUBSCRIP		\$410.00	PAYROLL
		101-2110-44330 DUES & SUBSCRIP		\$410.00	PAYROLL
		101-3100-44330 DUES & SUBSCRIP		\$410.00	PAYROLL
		101-1400-44330 DUES & SUBSCRIP		\$373.33	HUMAN RESOURCES
		101-2110-44330 DUES & SUBSCRIP		\$373.33	HUMAN RESOURCES
		101-3100-44330 DUES & SUBSCRIP		\$373.33	HUMAN RESOURCES
		101-1400-44330 DUES & SUBSCRIP		\$226.67	TIMESHEETS
		101-2110-44330 DUES & SUBSCRIP		\$226.67	TIMESHEETS
		101-3100-44330 DUES & SUBSCRIP		\$226.67	TIMESHEETS
		101-1400-44330 DUES & SUBSCRIP		\$950.00	SPECIAL ASSESSMENTS
		101-1400-44330 DUES & SUBSCRIP		\$1,500.00	ONLINE SERVICES
		101-1400-44330 DUES & SUBSCRIP		\$1,230.00	WEB PORTAL
Total for BS& A SOFTWARE				\$12,380.00	

City of Wyoming Check Detail Register

2/8
January 28, 2022 09:47 AM
User: ssaxe
DR: Wyoming

02-01-2022 Nye

Check # Invoice #	Check Date	Vendor Name	General Ledger #	Amount	Comment
52941	02/01/2022	CARGILL, INCORPORATED			
6338598					
		101-3100-44400 SALT & SAND		\$9,471.62	SALT & SAND
Total for CARGILL, INCORPORATED				\$9,471.62	
52942	02/01/2022	CHISAGO LAKES JOINT SEWAGE TRE			
13135					
		602-7000-46010 DEBT SRV BOND P		\$1,280.09	DEBT SRV BOND PRINCIPAL
Total for CHISAGO LAKES JOINT SEWA				\$1,280.09	
52943	02/01/2022	CINTAS			
4108309728					
		101-3100-44180 UNIFORMS		\$135.80	STREETS
		101-3100-42100 OPERATING SUPPL		\$34.94	SHOP SUPPLIES
4108309942					
		101-1400-43600 CLEANING SERVIC		\$29.70	CLEANING SERVICE-CITY HALL
4108309845					
		101-2110-43600 CLEANING SERVIC		\$25.00	CLEANING SERVICE-PUBLIC SAFETY
4107618192					
		101-3100-44180 UNIFORMS		\$135.80	STREETS
		101-3100-42100 OPERATING SUPPL		\$3.80	SHOP SUPPLIES
Total for CINTAS				\$365.04	
52944	02/01/2022	COUNTY RECORDER			
202200000003					
		800-0000-20585 AADLAND ACRES 3		\$46.00	AADLAND ACRES 3RD PLAT FINAL ESCROW
		800-0000-20585 AADLAND ACRES 3		\$46.00	AADLAND ACRES 3RD PLAT FINAL ESCROW
		800-0000-20589 SUMMER FIELDS II		\$46.00	SUMMER FIELDS IMPROVEMENT 2
Total for COUNTY RECORDER				\$138.00	
52945	02/01/2022	CUSTOMIZED SAFETY TRAINING LLC			
89767					
		101-3100-42080 TRAINING AND IN:		\$70.56	TRAINING AND INSTRUCTION
		101-1500-42080 TRAINING AND IN:		\$70.56	TRAINING AND INSTRUCTION
		101-1400-42080 TRAINING AND IN:		\$211.68	TRAINING AND INSTRUCTION
		101-2110-42080 TRAINING AND IN:		\$211.68	TRAINING AND INSTRUCTION
		101-2400-42080 TRAINING AND IN:		\$70.52	TRAINING AND INSTRUCTION
Total for CUSTOMIZED SAFETY TRAINI				\$635.00	
52946	02/01/2022	CW TECHNOLOGY			
CW71287					
		101-1400-42090 NETWORK MUNICI		\$3,013.00	MONTHLY SERVICES
INV00072620					
		101-2110-42100 OPERATING SUPPL		\$890.50	OPERATING SUPPLIES
Total for CW TECHNOLOGY				\$3,903.50	
52947	02/01/2022	DVS RENEWAL			
2022 TABS					
		101-3100-42100 OPERATING SUPPL		\$365.75	OPERATING SUPPLIES
Total for DVS RENEWAL				\$365.75	

City of Wyoming Check Detail Register

3/8
January 28, 2022 09:47 AM
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DR: Wyoming

02-01-2022 Nye

Check # Invoice #	Check Date	Vendor Name	General Ledger #	Amount	Comment
52948	02/01/2022	ECM PUBLISHERS INC.			
872052					
		800-0000-20584	NORTHERN TIER E	\$36.40	NORTHERN TIER DEVELOP EAW
872051					
		408-3100-43510	LEGAL NOTICE PUI	\$56.00	LEGAL NOTICE PUBLICATION
Total for ECM PUBLISHERS INC.				\$92.40	
52949	02/01/2022	ELEVATE BUILDERS			
B-21-066					
		800-0000-20401	SILT FENCE	\$870.00	SILT FENCE
Total for ELEVATE BUILDERS				\$870.00	
52950	02/01/2022	FACILICARE INC			
16869					
		101-5500-43600	CLEANING SERVIC	\$1,263.40	LIBRARY
		101-1400-43600	CLEANING SERVIC	\$299.00	CITY HALL/FIRE
		101-2110-43600	CLEANING SERVIC	\$299.00	POLICE
Total for FACILICARE INC				\$1,861.40	
52951	02/01/2022	FAIRVIEW HEALTH SERVICES			
15005825322					
		101-1400-42100	OPERATING SUPPL	\$87.00	OPERATING SUPPLIES
Total for FAIRVIEW HEALTH SERVICES				\$87.00	
52952	02/01/2022	GOPHER STATE ONE CALL			
2000852					
		601-9425-44650	LOCATES (GOPHEF	\$16.66	LOCATES (GOPHER STATE)
		602-9425-44650	LOCATES (GOPHEF	\$16.66	LOCATES (GOPHER STATE)
		651-9425-44650	LOCATES (GOPHEF	\$16.68	LOCATES (GOPHER STATE)
Total for GOPHER STATE ONE CALL				\$50.00	
52953	02/01/2022	INNOVATIVE OFFICE SOLUTIONS			
IN3634768					
		101-2110-42000	SUPPLIES - OFFICE	\$155.03	SUPPLIES - OFFICE/COPY/COMPUTR
IN3633349					
		101-1400-42000	SUPPLIES - OFFICE	\$47.91	SUPPLIES - OFFICE/COPY/COMPUTR
IN3642557					
		101-2110-42000	SUPPLIES - OFFICE	\$3.48	SUPPLIES - OFFICE/COPY/COMPUTR
Total for INNOVATIVE OFFICE SOLUTI				\$206.42	
52954	02/01/2022	INTERSTATE COMPANIES			
R241076249:02					
		101-2110-43900	VEHICLE MAINTEN	\$231.49	VEHICLE MAINTENANCE
Total for INTERSTATE COMPANIES				\$231.49	
52955	02/01/2022	ITL PATCH CO., INC.			
DB0B8900-0001					
		101-2110-44080	UNIFORMS	\$1,291.00	UNIFORMS
Total for ITL PATCH CO., INC.				\$1,291.00	

City of Wyoming Check Detail Register

4/8
January 28, 2022 09:47 AM
User: ssaxe
DR: Wyoming

02-01-2022 Nye

Check # Invoice #	Check Date	Vendor Name	General Ledger #	Amount	Comment
52956	02/01/2022	JOHN PEKA			
01252022			101-5200-42400	SMALL TOOLS/MIN	\$17.98
					SMALL TOOLS/MINOR EQUIPMENT
		Total for JOHN PEKA			\$17.98
52957	02/01/2022	KODIAK POWER SYSTEMS			
KPS0904			602-9425-44380	LIFT STATIONS MA	\$743.50
					LIFT STATIONS MAINTENANCE
		Total for KODIAK POWER SYSTEMS			\$743.50
52958	02/01/2022	LEAGUE OF MN CITIES			
356200			101-2110-42080	TRAINING AND IN	\$900.00
					TRAINING AND INSTRUCTION
358672			601-9425-42050	SOFTWARE UPGRA	\$81.43
					SOFTWARE UPGRADES
		Total for LEAGUE OF MN CITIES			\$981.43
52959	02/01/2022	Legacy Restoration			
00013867			101-0000-32210	BUILDING PERMIT	\$64.00
					Reroofing
		Total for Legacy Restoration			\$64.00
52960	02/01/2022	LINDSTROM WHEELHORSE			
36379			101-2110-42100	OPERATING SUPPL	\$22.78
					OPERATING SUPPLIES
		Total for LINDSTROM WHEELHORSE			\$22.78
52961	02/01/2022	LITTLE FALLS MACHINE			
363121			101-3100-44040	REPAIRS & MAINT.	\$91.52
					REPAIRS & MAINT. - EQUIPMENT
		Total for LITTLE FALLS MACHINE			\$91.52
52962	02/01/2022	MENARDS- FOREST LAKE			
77888			602-9425-42100	OPERATING SUPPL	\$97.55
					OPERATING SUPPLIES
		Total for MENARDS- FOREST LAKE			\$97.55
52963	02/01/2022	MINNESOTA VALLEY TESTING LABS			
1126867			601-9425-43110	LAB COSTS	\$177.00
					LAB TESTS
1126866			601-9425-43110	LAB COSTS	\$77.00
					LAB TESTS
1125938			601-9425-43110	LAB COSTS	\$97.50
					LAB TESTS
		Total for MINNESOTA VALLEY TESTING LABS			\$351.50
52964	02/01/2022	NAPA AUTO PARTS			
076068			101-3100-42120	MOTOR FUELS	\$249.90
					MOTOR FUELS
		Total for NAPA AUTO PARTS			\$249.90

City of Wyoming Check Detail Register

5/8
January 28, 2022 09:47 AM
User: ssaxe
DR: Wyoming

02-01-2022 Nye

Check # Invoice #	Check Date	Vendor Name	General Ledger #	Amount	Comment
52965	02/01/2022	NEIL BAUER			
01192022					
	101-2110-44080	UNIFORMS		\$179.98	UNIFORMS
Total for NEIL BAUER				\$179.98	
52966	02/01/2022	RICOH USA			
1090682594					
	101-1400-42150	COPIER		\$41.00	CITY HALL
Total for RICOH USA				\$41.00	
52967	02/01/2022	ROSENBAUER			
0000051041					
	101-2110-43900	VEHICLE MAINTEN		\$536.00	VEHICLE MAINTENANCE
Total for ROSENBAUER				\$536.00	
52968	02/01/2022	SAFE-FAST INC			
INV256252					
	651-9425-42400	SMALL TOOLS/MIN		\$143.80	SMALL TOOLS/MINOR EQUIPMENT
Total for SAFE-FAST INC				\$143.80	
52969	02/01/2022	TIMESAVER OFF SITE SECRETARIAL			
M27028					
	101-1400-42310	CONTRACTED SER		\$190.50	CITY COUNCIL MEETING
	101-1400-42310	CONTRACTED SER		\$154.00	PAC MEETING
Total for TIMESAVER OFF SITE SECRE1				\$344.50	
52970	02/01/2022	TOWMASTER			
445796					
	101-3100-44040	REPAIRS & MAINT.		\$31.48	REPAIRS & MAINT. - EQUIPMENT
Total for TOWMASTER				\$31.48	
52971	02/01/2022	UNUM LIFE INSURANCE			
02012022					
	101-1400-41310	LIFE INSURANCE		\$143.08	ADMIN
	101-2110-41310	LIFE INSURANCE		\$861.60	POLICE
	101-1910-41310	LIFE INSURANCE		\$63.33	PLAN & ZONE
	101-2400-41310	LIFE INSURANCE		\$84.48	BLDG
	101-3100-41310	LIFE INSURANCE		\$193.85	STREETS
	601-9425-41310	LIFE INSURANCE		\$139.45	WATER
	602-9425-41310	LIFE INSURANCE		\$139.45	SEWER
020122					
	101-0000-21715	VOLUNTARY TERM		\$368.93	VOLUNTARY TERM LIFE
Total for UNUM LIFE INSURANCE				\$1,994.17	
52972	02/01/2022	VERIZON			
9897432173					
	601-9425-43210	TELEPHONE		\$40.02	TELEPHONE
	602-9425-43210	TELEPHONE		\$40.02	MACHINE-TO-MACHINE
Total for VERIZON				\$80.04	

City of Wyoming Check Detail Register

6/8
January 28, 2022 09:47 AM
User: ssaxe
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02-01-2022 Nye

Check # Invoice #	Check Date	Vendor Name	General Ledger #	Amount	Comment
52973	02/01/2022	WAUSAU ELECTRIC INC			
2368					
	101-5200-44010	REPAIRS & MAINT.		\$374.72	REPAIRS & MAINT. - BUILDINGS
Total for WAUSAU ELECTRIC INC				\$374.72	
52974	02/01/2022	WEX BANK			
77641151					
	101-2400-42120	MOTOR FUELS		\$41.92	BLDG DEPT
	101-2110-42120	MOTOR FUELS		\$524.96	FIRE DEPT
	101-2110-42120	MOTOR FUELS		\$2,082.61	POLICE DEPT
	101-3100-42120	MOTOR FUELS		\$1,364.83	STREETS DEPT
	101-5200-42120	MOTOR FUELS		\$18.86	PARKS DEPT
	601-9425-42120	MOTOR FUELS		\$691.85	WATER DEPT
	602-9425-42120	MOTOR FUELS		\$691.84	SEWER DEPT
Total for WEX BANK				\$5,416.87	
52975	02/01/2022	WILLIAMS SCOTSMAN, INC.			
9012795091					
	101-3100-44100	RENTALS (EQUIPM		\$419.40	RENTALS (EQUIPMENT)
Total for WILLIAMS SCOTSMAN, INC.				\$419.40	
52976	02/01/2022	XCEL ENERGY			
763423881					
	101-3100-43800	UTILITIES-GAS/ELI		\$13.39	SPEED SIGN
763440727					
	101-3100-43860	STREET LIGHTS		\$55.51	STOP LIGHTS
763613642					
	601-9425-43800	UTILITIES-GAS/ELI		\$337.81	WELLHOUSE
763781281					
	601-9425-43800	UTILITIES-GAS/ELI		\$2,978.46	WELLHOUSE
	101-5200-43800	UTILITIES-GAS/ELI		\$789.86	UTILITIES-GAS/ELEC/SEWER/WATER
	101-3100-43860	STREET LIGHTS		\$287.08	STREET LIGHTS
	101-3100-43800	UTILITIES-GAS/ELI		\$2,702.65	UTILITIES-GAS/ELEC/SEWER/WATER
	101-2110-43800	UTILITIES-GAS/ELI		\$1,491.40	UTILITIES-GAS/ELEC/SEWER/WATER
	101-1400-43800	UTILITIES-GAS/ELI		\$1,599.41	UTILITIES-GAS/ELEC/SEWER/WATER
	101-5500-43800	UTILITIES-GAS/ELI		\$1,876.47	UTILITIES-GAS/ELEC/SEWER/WATER
763626734					
	101-3100-43800	UTILITIES-GAS/ELI		\$18.53	SPEED SIGN
763630083					
	101-3100-43800	UTILITIES-GAS/ELI		\$13.29	SPEED SIGN
763467117					
	101-3100-43800	UTILITIES-GAS/ELI		\$73.96	PARKS
763480336					
	101-3100-43800	UTILITIES-GAS/ELI		\$23.02	SPEED SIGN
763451272					
	101-3100-43800	UTILITIES-GAS/ELI		\$13.41	PARKS
763466665					
	101-3100-43860	STREET LIGHTS		\$16.16	STOP LIGHTS
Total for XCEL ENERGY				\$12,290.41	

City of Wyoming

Check Detail Register

7/8
January 28, 2022 09:47 AM
User: ssaxe
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02-01-2022 Nye

Check # Invoice #	Check Date	Vendor Name		
	General Ledger #	Amount	Comment	
52977	02/01/2022	ZIEGLER INC.		
IN000389985				
	101-3100-44040	REPAIRS & MAINT.	\$57.39	REPAIRS & MAINT. - EQUIPMENT
Total for ZIEGLER INC.			\$57.39	

City of Wyoming Check Detail Register

8/8
January 28, 2022 09:47 AM
User: ssaxe
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02-01-2022 Nye

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

General Checking Account 10100
Total Amount Being Paid: \$127,128.56
Total Number of Checks: 43

Mayor Iverson

Councilmember Luger

Councilmember Nanko/Yeager

Councilmember Schilling

Councilmember Ohnstad

City of Wyoming Check Detail Register

1/2
January 28, 2022 09:48 AM
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DR: Wyoming

02-02-2022 BNYe

Check # Invoice #	Check Date	Vendor Name	General Ledger #	Amount	Comment
52946 RTN00003464	02/01/2022	CW TECHNOLOGY			
		602-9425-42950 SCADA SYSTEM		\$(50.19)	SCADA SYSTEM
		Total for CW TECHNOLOGY		\$(50.19)	
52978 201262	02/02/2022	ALDEN POOL AND MUNICIPAL SUPPLY CO			
		601-9425-44390 REPAIRS & MAINT.		\$2,570.00	REPAIRS & MAINT. - WELLS
		Total for ALDEN POOL AND MUNICIPA		\$2,570.00	
52979 12312021	02/02/2022	CAMPBELL KNUTSON			
		101-1400-43040 ATTORNEY FEES		\$93.00	ATTORNEY FEES
		Total for CAMPBELL KNUTSON		\$93.00	
52980 13141	02/02/2022	CHISAGO LAKES JOINT SEWAGE TRE			
		602-9425-43890 SEWER PLANT FEE		\$22,168.08	NOVEMBER TREATMENT CHARGES
		602-9425-43890 SEWER PLANT FEE		\$22,981.86	DECEMBER TREATMENT CHARGES
		Total for CHISAGO LAKES JOINT SEWA		\$45,149.94	
52982 01212022	02/02/2022	IVERSON, LISA			
		101-5200-42190 SEASONAL ACTIVI		\$87.94	SEASONAL ACTIVITIES
		Total for IVERSON, LISA		\$87.94	
52983 04232021	02/02/2022	WSB			
		800-0000-20567 NORTHERN TIER T		\$500.00	WSB-NORTHERN TIER TWO
		Total for WSB		\$500.00	
52984 12/31/21	02/02/2022	CULLIGAN WATER CONDITIONING			
		101-3100-42310 CONTRACTED SER		\$1.25	CONTRACTED SERVICES
		Total for CULLIGAN WATER CONDITIO		\$1.25	

City of Wyoming Check Detail Register

2/2
January 28, 2022 09:48 AM
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02-02-2022 BNYe

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

General Checking Account 10100
Total Amount Being Paid: \$48,351.94
Total Number of Checks: 7

Mayor Iverson

Councilmember Luger

Councilmember Nanko/Yeager

Councilmember Schilling

Councilmember Ohnstad

January 17th, 2022

Chief Milligan,

This is one of the hardest decisions of my life. Now is the time for me to retire. Effective December 31st, 2021, I Joe Kuskey have made the decision to retire from the Wyoming Fire Department as Deputy Fire Chief.

It has been an honor and privilege to have served with current, non-current, and fellow retired firefighters. I join a list of great names that have retired underneath me.

I hope that in the 13 years of my career, I have touched each of you somehow. I have done my best, dedicated my time, and fought for each of you for what I thought was right. I hope the dept is better for what we did together over the 13 years I was on with you.

For the newer firefighters that just started the last couple of years. This is an amazing adventure and journey. You are not here today because the dept needs you. You are here today because you earned it and want it. You said I can and I will. You said I can make a difference in my life, be an asset, and answer the call. You said, I believe. Set your goals, work for them, and achieve them. You have the support from everyone on this dept.

For the senior firefighters. You are what continues to drive this dept. Your attitude, continuation to do what's best, and mentorship for the newer firefighters is what will continue to make WFD strong and moving forward in the right direction. You will have your ups and downs, but how you react emotionally and physically will determine your success. Believe in each other. Work together as a team.

This is not goodbye, but a new beginning for my family and I. I have always said, don't be afraid to go after your dreams and goals. Believe in yourself!! Nobody can tell you that you can't do it. Stand up for what you believe in. Today, I start a new beginning with new dreams and goals.

Thank you all for your friendship, support, and most of all being an extended family.

Thanks, be safe, God bless, love you all.

Joe Kuskey
Retired Deputy Chief
Wyoming Fire Department



Council Report

January 25, 2022

Mayor Iverson and City Council Members

Re: Public Safety Activity Report, February 2, 2022, City Council Meeting

Staff Recognition:

For this council update, I would like to highlight the work done by our sergeants – Lance Beardsley and Brian Rod. Sergeants Beardsley and Rod take great ownership of their team of officers. They are available 24/7 to their officers for questions and phone calls, providing guidance and direction on- and off-duty.

Recently, Sergeant Rod came in on his day off to ensure a squad was taken to the dealership to expedite the repair process when we are down a squad already. He also came in last Friday night to assist with a death investigation and was on the scene in less than 30 minutes from receiving the phone call. In addition, he used his resources effectively by requesting assistance from Sergeant Luke Hanegraaf from Forest Lake Police Department. Sergeant Hanegraaf is a former MN BCA agent and was a valuable resource to have on the scene.

Sergeant Beardsley takes great pride in department training, especially in the area of firearms. I recently asked him to assist with two projects – one related to firearms and one related to the history of the police department. He has been providing updates along the way to ensure that progress is moving in the right direction. His updates have been timely and he is demonstrating diligence in his efforts.

I also greatly appreciate that I never have to worry about day to day staffing. They both ensure that shifts are always covered. Their commitment is greatly appreciated.

Forfeiture Update:

As Mayor Iverson mentioned earlier in 2022, updates were made to the Minnesota forfeiture laws that were effective on January 1, 2022. We are working with the Chisago County Attorney's Office to provide additional training to our staff on these changes. It is also important to mention we had zero forfeitures completed in 2021. The pandemic impacted police activity in 2020 and 2021 (e.g. DWI arrests), reducing the incidents that result in forfeiture proceedings. Looking ahead, with the changes in forfeiture laws especially related to DWI forfeitures, we can anticipate a significant reduction in completed forfeitures in the future.

The League of MN Cities has provided a summary of the changes for your reference: [Forfeiture Law Updates](#).



PUBLIC SAFETY

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

Fire Updates:

From Chief Milligan: The Fire Department has responded to 28 calls in January per Chief Milligan. The newest firefighters are currently working on their Emergency Medical Responder training through Stacy-Lent Fire Department.

Calls for Service:

We are currently unable to produce reports from RMS to provide summaries of the Wyoming PD calls for service. We are awaiting an update to our security certificate that has been taking longer than anticipated.



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

**PUBLIC SAFETY**

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



Focus on New Laws: Forfeiture Reform

August 23, 2021

Cities should be aware of significant changes to civil asset forfeiture in this new law.

After years of stakeholder and legislative input and engagement, the Legislature has passed forfeiture reform into law. [First Special Session Chapter 11, article 5](#) revises the Minnesota forfeiture system related to driving while intoxicated (DWI) and controlled substances. The new law is effective Jan. 1, 2022 and applies to seizures that take place on or after that date.

[Review the new law to learn more about the many changes to civil asset forfeiture](#)

Innocent owner changes

A key change to the law is a simplified and expedited challenge process for “innocent owners,” or individuals who may own a vehicle but were not the driver alleged to have committed a designated offense (such as a DWI), or were alleged to have used a vehicle in the transportation/exchange of a controlled substance for distribution or sale. This change allows for more substantive and procedural legal protections to these individuals.

Allowable uses for money obtained through forfeiture

For any money resulting from forfeitures, law enforcement agencies and prosecuting authorities are allowed to use these funds for training, education, crime prevention, equipment, or capital expenses. However, the prosecuting authority does not include privately contracted prosecutors of a local political subdivision. In those situations, forfeiture proceeds must be directed to the political subdivision where the forfeiture was handled.

Exceptions for DWI forfeitures

Minnesota Statutes, section 169A.63, subdivision 13, now allows certain exceptions for DWI forfeitures, including ignition interlock or participation in treatment court for alcohol or other drug dependence. This section also replaces posting a bond with the option of surrendering the title of the seized vehicle.

Limitations on forfeiture of certain property associated with controlled substances

Among other changes, Minnesota Statutes, section 609.5311, subdivision 3, now provides that money is subject to forfeiture only if it has a value of at least \$1,500, or there is probable cause to believe that it was exchanged for the purchase of a controlled substance. This is a new threshold in law, which is a more equitable application of the forfeiture laws (as previously these lower-level amounts resulted in very few or any legal challenges).

Property subject to administrative forfeiture related to controlled substances

The new law amends Minnesota Statutes, section 609.5314, subdivision 1, to now establish that the following are subject to administrative forfeiture:

- Money totaling \$1,500 and any precious metals or stones when there is probable cause to believe that they represent the proceeds of a controlled substance offense.
- All money found in proximity to controlled substances when there is probable cause to believe that the money was exchanged for the purchase of a controlled substance.
- Any vehicle containing controlled substances with a value of \$100 or more if there is probable cause to believe that the vehicle was used in the transportation or exchange of controlled substances intended for distribution or sale; this is a more equitable application of the forfeiture laws to lower-level amounts which in the past were rarely challenged due to the cost benefit analysis.

Transparency reporting requirement

The statutory reporting requirements have been changed as well. Minnesota Statutes, section 609.5315, subdivision 6, requires law enforcement agencies and prosecuting authorities to provide more data to the State Auditor about each forfeiture to include a record of the total amount of money or proceeds from the sale of forfeited property, along with the manner in which the money and proceeds were used. This addition was designed to provide more transparency to this forfeiture process.

Specific forfeiture reports must be made on a quarterly basis, and reports of the use of money or proceeds must be made annually.

Recidivism study

The new law directs the Legislative Auditor to conduct an audit on the efficacy of forfeiture and ignition interlock in DWI cases. The report must identify the financial impact of the programs, efficacy in the reducing recidivism, and any impact on public safety. The Legislative Auditor must provide the final report to the Legislature by Jan. 15, 2025.

[Read more news articles](#)

Your LMC Resource

Irene Kao

IGR Counsel

(651) 281-1260 or (800) 925-1122

ikao@lmc.org



January 28, 2022
Honorable Mayor and City Council
City of Wyoming
26885 Forest Boulevard
Wyoming, MN 55092

RE: FEBRUARY 2, 2022 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.

Hallberg RV Storage Site

The floor slab for the two northernmost buildings have been placed. All footings and the foundations for the buildings are in, site grading is near completion.

Hallberg Bingham Site

A grading permit has been applied for; the civil plans will need to be approved before the permit is issued. The building permit application has been submitted.

Gopher State Mini-Storage

Work is complete on the second storage building. The final grade and hardscaping are still remaining.

Maranatha Radio Tower

The fence surrounding the tower site is partially installed and will be completed by spring.

2021 Building Report

The 2021 City of Wyoming Building Report is included with this staff report. I made an error in last week's staff report and double counted the new home permits issued in December for the year-end total. That error has been corrected in this full report.

Sincerely,

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



DEPARTMENT OF BUILDING SAFETY

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

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



City of Wyoming Building Report 2021

New Single Family Dwellings 31 + 1 replacement
Value of Single Family Dwellings \$10,523,000.00

Commercial Construction Permits* 52
Value of Commercial Permits \$2,159,300.00

"Other" Construction Permits* 482
Value of "Other" Permits \$6,978,399.00

Total Construction Permits Issued 566
Total Valuation of Construction Permits \$19,660,699.00
2020 difference +10,929,824.00

*Includes plumbing and heating permits

Permit Revenue Summary

Building Permits (incl. plumb & heat)	\$265,185.51
Sign Permits	\$225.00
Fence Permits	\$1,250.00
Septic Permits	\$6,400.00
Septic System Maintenance Report Fee	\$3670.00
Silt Fence Escrow	<u>\$28,800.00</u>
Total	\$321,147.71
<i>2020 difference</i>	<i>+194,555.51</i>

All Permits - 2021

Building Permits	286
Fence Permits	25
Sign Permits	5
New Septic Permits	13
Replace/Repair Septic Permits	15
Total Heating Permits	132
<u>Total Plumbing Permits</u>	<u>90</u>
Total Permits Issued by Building Dept.	566
<i>2020 difference</i>	<i>+120</i>

Building Permits – 2021

Single Family Dwellings	32	+26
Additions/Porches	11	+4
Decks	33	+1
"Basement" Finish	4	-5
Detached Accessory	16	+2
Reroof	41	-22
Reside	19	-11
Remodel	25	+12
Manufactured Homes (Trailer)	6	+2
Pools	2	-3
Demolition	1	-1
Window/Door Replacement	79	+7
Grading & Retaining Walls	5	-1
Fence (over 7 foot)	0	0
Repair/Replace	13	+6
New Commercial	4	-1
Solar	2	-4

Total	Projects	Permits
	293	286
<i>2020 difference</i>	<i>-10</i>	<i>+24</i>



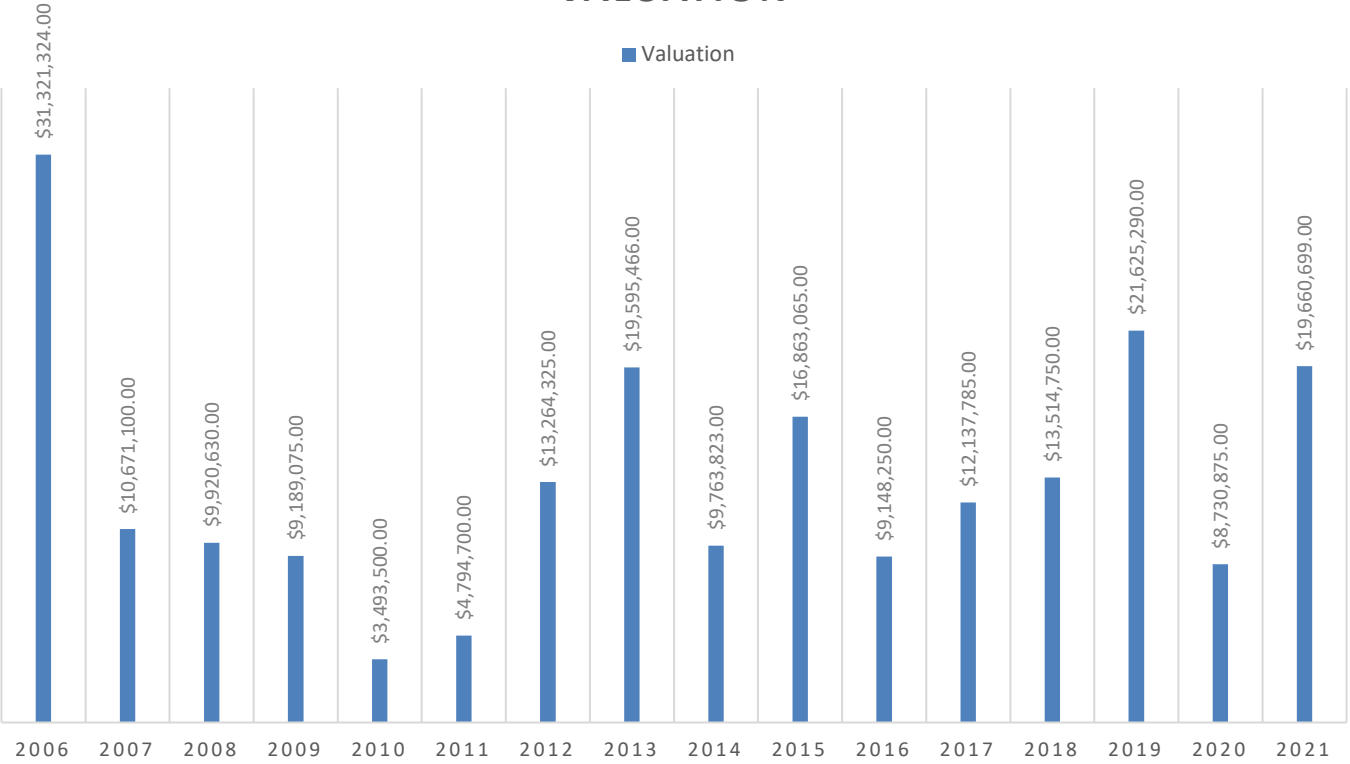
Inspections

	<u>2021</u>
Building Inspections	1,375
Septic Inspections	132
Zoning Complaint/Site Insp.	74
Stop Work	<u>4</u>
Total Inspections	1,586

City of Wyoming Building Report
2021

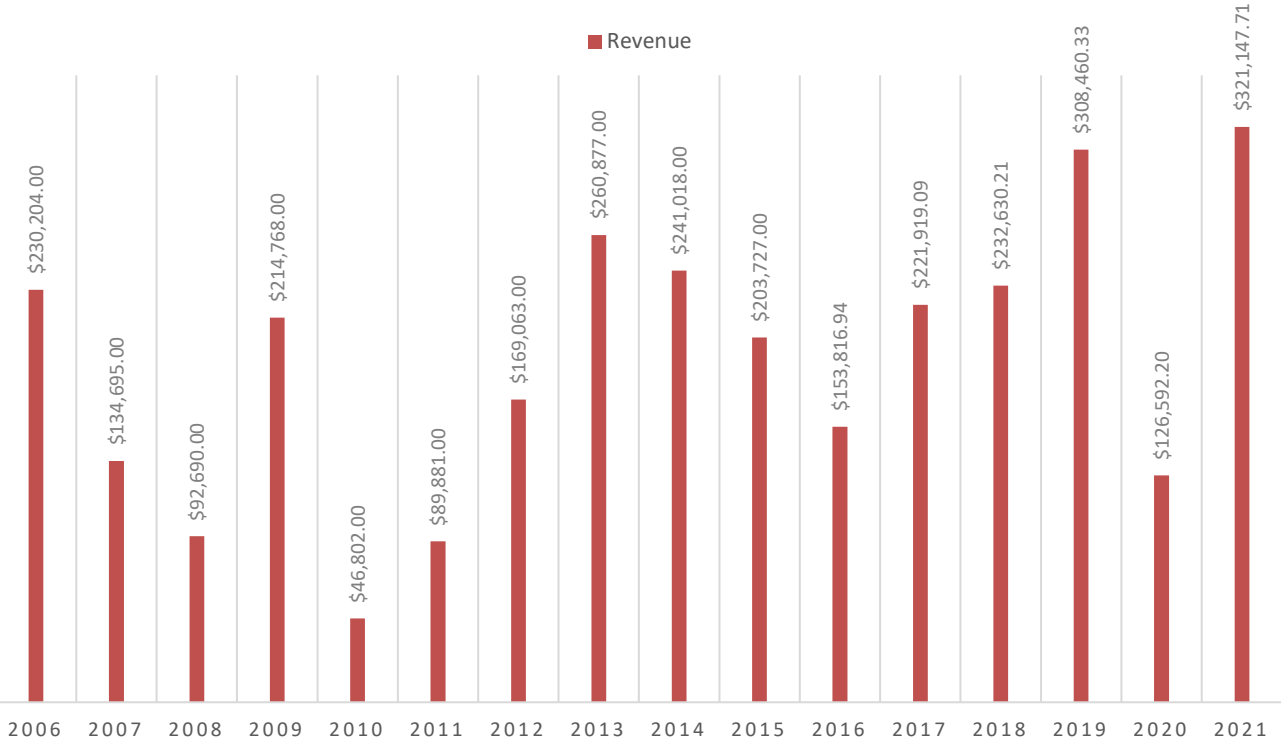
VALUATION

Valuation



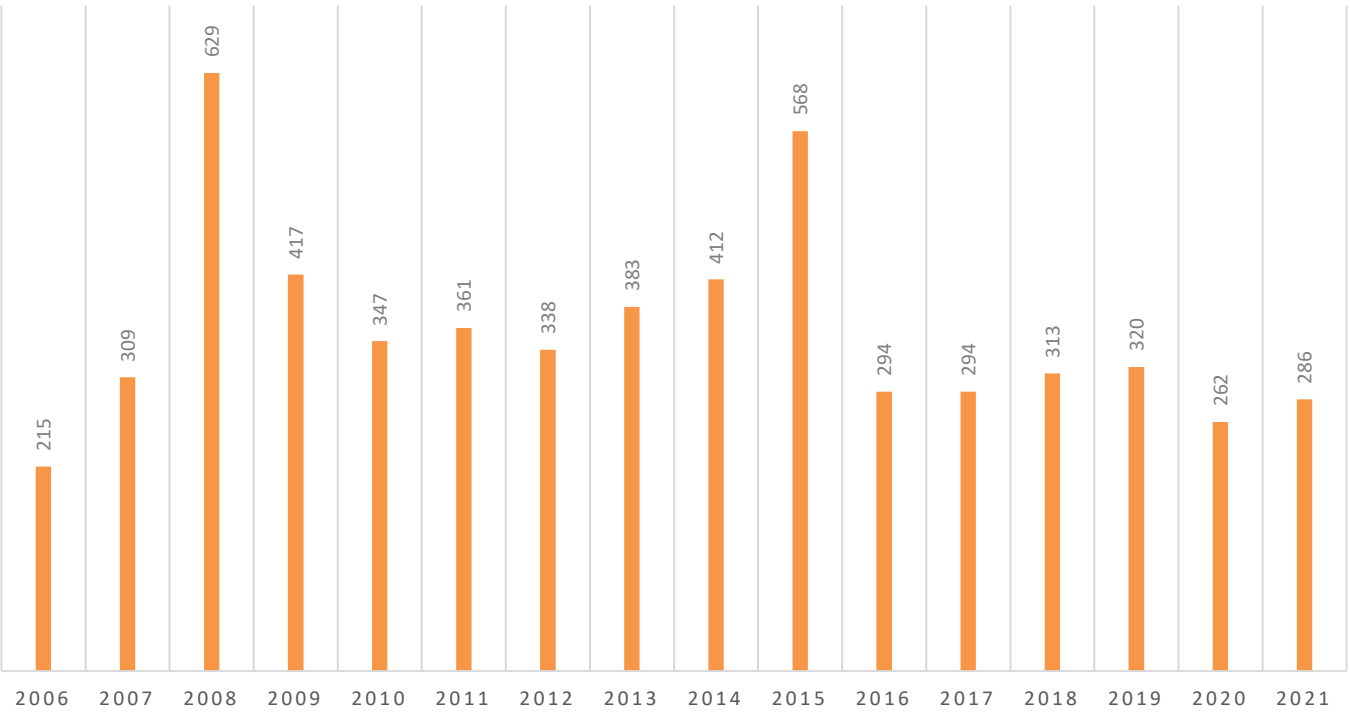
REVENUE

Revenue



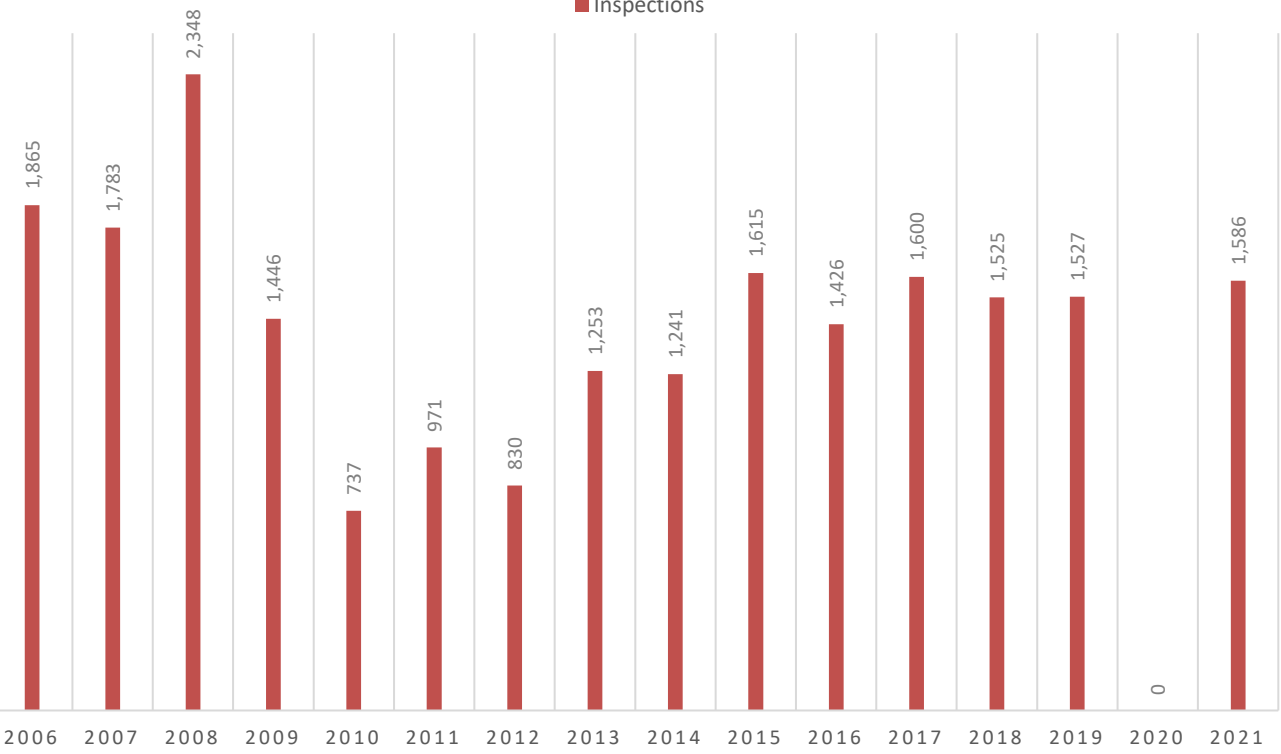
BUILDING PERMITS

Permits



INSPECTIONS

Inspections





**ECKBERG
LAMMERS**
ATTORNEYS AT LAW

www.eckberglammers.com

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

Writer's Email:
tloonan@eckberglammers.com

January 27, 2022

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

Delivered via Email

Re: City of Wyoming
Status Update for the Period of – January 14, 2022 – January 27, 2022

Dear Robb:

Our office is assisting the City in responding to legal concerns relating to general real estate matters in the City. We are advising the City on questions regarding City contracts and employment matters and assisting in the update to the City Franchise Agreements. We continue our general counsel role of fielding questions and addressing general concerns raised by City staff relating to any other legal matters relevant to 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

January 28, 2022

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

Re: February 1, 2022 City Council Meeting
WSB Project No. 015228-000

Dear Mayor and Council Members:

This engineers 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.

2020 Street Improvement Project

Final payment has been made to the contractor and the project will enter the two-year warranty period.

Diamond Ridge Development

The Wyoming City Council has approved the development with conditions. Staff has received revised plans and are currently in the process of reviewing. Once the final plat is approved and construction plans are approved the development may proceed once the development agreement and its terms have been met.

Bingham Property – Hallberg Project

No new update. Staff has been working with the project engineer and have provided comments and guidance. Staff has reviewed the applicant's resubmittal and sent comments back to the developers engineer on 12/3/2021 and again on 12/14. Staff is also finalizing the development agreement for this project.

Staff continues to work with the applicant engineer on a few items and are awaiting final plans, bids, and answers to questions to finalize the development agreement. Prior to construction starting, a signed development agreement, signed stormwater maintenance agreement, approved plans, letter of credit, and escrows need to be in place.

East Viking Boulevard (Fenwick to Polaris)

The public Hearing for this project was held at the January 18th City Council meeting. Council had ordered the improvement and authorized the preparation of plans and specifications. Staff is currently preparing plans and specifications for the improvements.

Greenwood Development (Former Golf Course Property)

No new update.

Staff has finalized the EAW. The EAW is scheduled to be sent to the EQB on 1/4/22 and will be published on 1/11/22. Once published, there is a 30-day comment period, followed by staff preparing responses to comments received. Staff will then bring forward an agenda item that will identify whether any further environmental study/review is necessary.

Staff is working with Chisago County to develop an additional study that will evaluate at a more detailed/comprehensive level to solve traffic issues facing this area. The Chisago County Board recently approved this contract with WSB. Chisago County will utilize that study to begin searching for funds for improvements to this area. It is expected the development will need to participate in costs related to impacts they create with their project. The residential portion of the development can move forward, however the portion of the development that includes the hotel and apartments that takes access near Kettle River Boulevard will require the completion of the Chisago County Study to find the right solution to the traffic concerns this portion of the development brings.

Staff is working closely with the development team as they prepare to begin the preliminary plat on the residential portion of the development.

2021 Street Improvement Project

No new update.

Final street paving has been completed. Restoration and dormant seeding had also been completed. Punch list items will carry forward into the spring of 2022. The assessment Hearing has occurred, and staff certified assessments to Chisago County after the 30-day pre-pay period had elapsed. Once all punch list items have been completed, staff will process the final payment voucher and request all contract closeout documentation. Once the project is accepted, the two-year warranty period will begin.

TH 61 and East Viking Sanitary Sewer Upsizing Project

No new update.

The project is complete with the exception of a few minor punch list items that were not able to be completed this construction season. Once all punch list items have been completed, staff will process the final payment voucher and request all contract closeout documentation. Once the project is accepted, the two-year warranty period will begin.

Summer Fields Development

No new update. Staff has received some inquiries related to the 3rd phase of this development as the developer is pursuing plans to start this phase. The 3rd Addition requires a sanitary sewer lift station that the City will design to ensure it meets the design requirements needed for this area of the community, can be integrated with our SCADA system. and that there is uniformity with other lift stations in the City.

First Addition (19 lots): Improvements are substantially complete through the first layer of asphalt. Staff has developed a punch list that the contractor will be addressing in 2022 prior to the placement of the final layer of asphalt. Once the project is accepted, the two-year warranty period will begin.

Second Addition (15 lots): A grading preconstruction meeting was held on October 11th. Grading has resumed and hauling of excess material from the east side of Kettle River Boulevard to the west side of Kettle River Boulevard, forming an additional 18 lots that have not yet been platted, but are anticipated to form the 3rd Addition. The turn lane on Kettle River Boulevard has been constructed up to the gravel base. Utility construction on the 2nd Addition is planned for the spring of 2022.

Third Addition

The developer has indicated that they may pursue the third addition and work towards final plat so they can begin in the spring on that as well. It will be helpful to have the excess material in the second addition placed in the third addition to allow an early start there as well. The 3rd Addition will involve the design of a City lift station within the site and will require design and ordering of lift station components. An on-site generator will also be required to be installed at the downstream lift station. The lead time on this is significant and that information has been provided to the developer to make sure these do not impede the timing of their next phase.

Preserve at Comfort Lake

No new update.

Minor punch list items remain. Once these have been addressed, staff will be ready to recommend acceptance of the improvements and start the two-year warranty period.

Heims Lake Villas North

No new update.

All sanitary sewer, watermain, and storm sewer have been completed. Aggregate base and curb and gutter and first layer of asphalt has recently been completed, allowing building permits to be issued.

Comprehensive Plan

No new update.

Staff has completed the utility sections updates as well as the transportation section for the Planning Commission review. Staff discussed with the planning commission the parks/trails section of the plan and discussed the plan is lacking a clear vision. The planning commission wanted to have the Parks Commission take this up and review. Staff had met to discuss this further on 6/10 and staff will be providing some recommended action items for consideration in the near future.

Aadland Development (Hunter Hill)

No new update.

The project is now substantially complete with the first layer of asphalt being placed. A project punch list has been provided to the development contractor.

Hallberg Storage

No new update.

Staff has approved the construction plans and a preconstruction meeting has occurred.

Excavation of footings and slab for the building have been completed. Site grading is underway.

East Viking Bridge over the Sunrise River

No new update:

Staff met with both Chisago County and Polaris (separately) to discuss the bridge replacement and access while the western access to Polaris is closed. Those meetings went well however Chisago County has asked for a follow up meeting, and we will work to address any potential concerns that come from this meeting. We have indicated that all construction traffic will come from the west and that Polaris is willing to minimize traffic generated from their facility (those that can work from home, will) during that timeframe where access closed from the west.

Past update:

Staff is pleased to share that we have been notified that this project has now been funded for the bridge components. As previously stated, the bridge bonding only covers the actual bridge structure, not the roadway leading to it, or guard rails etc. It is estimated the bonding we have received will offset the City responsibility for this bridge replacement by \$268,000. In order to utilize these funds staff is recommending replacement in 2022.

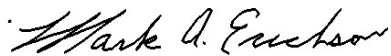
Park System Plan

No new update. Staff has been working on the Wyoming Park System Plan. The open house was lightly attended, however we received great feedback during the tree lighting ceremony as well as online feedback.

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

Sincerely,

WSB and Associates, Inc.



Mark A. Erichson, PE



Public Works Report

Date: 1/27/2022

Mayor Iverson and City Council Members

Public Works Report for February 2nd, 2022 Council Meeting

The snow plowing has been a challenge with the small amounts over several days. We have also heard many compliments on clearing all the trails of snow. This week we will be moving some snow piles to make room for more snow.

There was a watermain break on Monday January 24th. The break was on the corner of 264th Street and Fenwick Avenue. The repair was completed on the same day and the local businesses were notified that were affected.

Annual reporting has continued and a few of the reports have been sent in for 2021 water usage and stormwater maintenance.

A stormwater catch basin was damaged in front of Vergas Park. The damaged has been coned off for safety. The repair will be in the spring.

Parks:

Swenson Park Hockey Rink Grand Opening was attended.

DNR Grant submitted on time.

Sanitary Sewer:

Daily Rounds have been completed.

Water:

Daily and monthly water tests have been completed.

Lawn sprinkling ban continues.

Streets:

Tree trimming

Snow plowing continues

Surface Water:

Collecting the Data for the yearly reporting for the MS4 Permit.



CITY OF WYOMING

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

Phone: 651-462-0575 Fax: 651-462-0576



Request for Council Action

Date: January 27, 2022

Presented to: Mayor Iverson and City Council Members

Presented by: Robb Linwood, City Administrator

Department: Administration

Reference: Franchise Fees

Method: New Business

Background Information:

Over the last several years the Wyoming City Council have continued to prioritize the reconstruction and maintenance of city streets. The council continues to authorize a pavement management inventory every three years to evaluate the current condition of city streets. The council utilizes a long term plan and street capital improvement plan to identify street projects over a course of five years. The city and its financial consultants have continued to evaluate the current condition of city financials in regards to the most recent practice of bonding for street projects and changing to a more pay as you go type system for street projects. The city has bonded for most of its projects in the past and needs to be considerate of taking on too much debt for projects now and in the future. As part of the city's long term plan it was discussed the impacts of raising of a tax levy for the street fund and the potential implementation of franchise fees. The council has worked through the item in review of the long term plan, budget work sessions and a public open house for the public regarding the fees.

A franchise fee is a charge that is paid to the city from utility companies (electric and natural gas) for the use of city-owned, public right-of-way. This fee is then passed on to utility customers. Many cities across Minnesota use franchise fees to offset city expenses for street maintenance that would otherwise go to the property tax levy. Many cities across Minnesota use franchise fees to offset city expenses for street maintenance that would otherwise go to the property tax levy. Other Chisago County cities that currently utilize franchise fees include, Lindstrom, Chisago City and North Branch. Approximately 357 cities out of the 853 cities in the state of Minnesota currently use franchise fees. The costs associated with maintaining the city's aging street infrastructure are climbing rapidly resulting in the need to identify a sustainable funding source to support Wyoming's road network. Prior to 2013 there was minimal activity in the reconstruction of city streets. Since 2014 the city has reconstructed approximately 17.5 miles of its 68 miles of streets.



CITY OF WYOMING

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

By implementing franchise fees and dedicating the funds to street maintenance, the city would be able to equitably distribute the financial burden of these costs across all properties that generate traffic on our roads. These would include tax exempt parcels including non-profits, government, and schools.

The proposed rates would allow for an annual revenue source of approximately \$290,337.00 that would be designated solely for street reconstruction in the City of Wyoming. It has been identified in the long term plan that the average median household in Wyoming would pay approximately \$72 a year for the \$290,337.00 based on the 2022 property Levy. The average cost to a resident for franchise fees is \$62 annually.

Gas Class	Rate	Electric Class	Rate
Residential	\$1.50	Residential	\$3.75
Commercial A	7.50	Commercial A	3.75
Commercial B	10.00	Commercial B	25.00
Commercial C	90.00	Commercial C	150.00
Total Annual Revenue	\$72,102.00	Total Annual Revenue	\$218,235.00

Recommendation: That the city council approve Franchise Fee Ordinances for Gas and Electric with Xcel Energy and Conexus Energy that include ordinances 2022-01 through 2202-02 and resolutions adopting the summary ordinances for publication.



PUBLIC SAFETY

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

ELECTRIC FRANCHISE ORDINANCE

ORDINANCE NO. 2022-01 APPENDIX I

CITY OF WYOMING, CHISAGO COUNTY, MINNESOTA

AN ORDINANCE GRANTING TO NORTHERN STATES POWER COMPANY, A MINNESOTA CORPORATION, ITS SUCCESSORS AND ASSIGNS, PERMISSION TO CONSTRUCT, OPERATE, REPAIR AND MAINTAIN IN THE CITY OF WYOMING, MINNESOTA, AN ELECTRIC DISTRIBUTION SYSTEM AND TRANSMISSION LINES, INCLUDING NECESSARY POLES, LINES, FIXTURES AND APPURTENANCES, FOR THE FURNISHING OF ELECTRIC ENERGY TO THE CITY, ITS INHABITANTS, AND OTHERS, AND TO USE THE PUBLIC GROUNDS AND PUBLIC WAYS OF THE CITY FOR SUCH PURPOSES.

THE CITY COUNCIL OF THE CITY OF WYOMING, CHISAGO COUNTY, MINNESOTA, ORDAINS:

SECTION 1. DEFINITIONS.

For purposes of this Ordinance, the following capitalized terms listed in alphabetical order shall have the following meanings:

- 1.1 **City.** The City of Wyoming, County of Chisago, State of Minnesota.
- 1.2 **City Utility System.** Facilities used for providing public utility service owned or operated by City or agency thereof, including sewer and water service, but excluding facilities for providing heating, lighting or other forms of energy.
- 1.3 **Commission.** The Minnesota Public Utilities Commission, or any successor agency or agencies, including an agency of the federal government, which preempts all, or part of the authority to regulate electric retail rates now vested in the Minnesota Public Utilities Commission.
- 1.4 **Company.** Northern States Power Company, a Minnesota corporation, its successors and assigns.
- 1.5 **Electric Facilities.** Electric transmission and distribution towers, poles, lines, guys, anchors, conduits, fixtures, and necessary appurtenances owned or operated by Company for the purpose of providing electric energy for public or private use.
- 1.6 **Notice.** A written notice served by one party on the other party referencing one or more provisions of this Ordinance. Notice to Company shall be mailed to the General Counsel, 401 Nicollet Mall, 8th Floor, Minneapolis, MN 55401. Notice to the City shall be mailed to the City Administrator, Robb Linwood, P.O. Box 188; Wyoming, MN 55092-0188. Either party may change its respective address for the purpose of this Ordinance by written notice to the other party.

1.7 **Public Ground.** Land owned by the City for park, open space or similar purpose, which is held for use in common by the public and is not a Public Way.

1.8 **Public Way.** Any street, alley, walkway or other public right-of-way within the City.

SECTION 2. ADOPTION OF FRANCHISE.

2.1 **Grant of Franchise.** City hereby grants Company, for a period of 20 years from the date passed and approved by the City, the right to transmit and furnish electric energy for light, heat, power and other purposes for public and private use within and through the limits of the City as its boundaries now exist or as they may be extended in the future. For these purposes, Company may construct, operate, repair and maintain Electric Facilities in, on, over, under and across the Public Grounds and Public Ways of City, subject to the provisions of this Ordinance. Company may do all reasonable things necessary or customary to accomplish these purposes, subject, however, to such reasonable regulations as may be imposed by the City pursuant to ordinance and to the further provisions of this franchise agreement.

2.2 **Effective Date; Written Acceptance.** This franchise agreement shall be in force and effect from and after passage of this Ordinance, its acceptance by Company, and its publication as required by law. The City, by Council resolution, may revoke this franchise agreement if Company does not file a written acceptance with the City within 90 days after publication.

2.3 **Service and Rates.** The service to be provided and the rates to be charged by Company for electric service in City are subject to the jurisdiction of the Commission. The area within the City in which Company may provide electric service is subject to the provisions of Minnesota Statutes, Section 216B.40.

2.4 **Publication Expense.** The expense of publication of this Ordinance will be paid by City and reimbursed to City by Company.

2.5 **Dispute Resolution.** If either party asserts that the other party is in default in the performance of any obligation hereunder, the complaining party shall notify the other party of the default and the desired remedy. The notification shall be written. Representatives of the parties must promptly meet and attempt in good faith to negotiate a resolution of the dispute. If the dispute is not resolved within 30 days of the written notice, the parties may jointly select a mediator to facilitate further discussion. The parties will equally share the fees and expenses of this mediator. If a mediator is not used, or if the parties are unable to resolve the dispute within 30 days after first meeting with the selected mediator, either party may commence an action in District Court to interpret and enforce this franchise or for such other relief as may be permitted by law or equity for breach of contract, or either party may take any other action permitted by law.

SECTION 3. LOCATION, OTHER REGULATIONS.

3.1 **Location of Facilities.** Electric Facilities shall be located, constructed and maintained so as not to interfere with the safety and convenience of ordinary travel along and over Public Ways and so as not to disrupt normal operation of any City Utility System previously installed therein. Electric Facilities shall be located on Public Grounds as determined by the City. Company's construction, reconstruction, operation, repair, maintenance and location of Electric Facilities shall be

subject to permits if required by separate ordinance and to other reasonable regulations of the City to the extent not inconsistent with the terms of this franchise agreement. Company may abandon underground Electric Facilities in place, provided at the City's request, Company will remove abandoned metal or concrete encased conduit interfering with a City improvement project, but only to the extent such conduit is uncovered by excavation as part of the City improvement project.

3.2 Field Locations. Company shall provide field locations for its underground Electric Facilities within City consistent with the requirements of Minnesota Statutes, Chapter 216D and Minnesota Rules, parts 7819.4000 and 7819.4100.

3.3 Street Openings. Company shall not open or disturb any Public Ground or Public Way for any purpose without first having obtained a permit from the City, if required by a separate ordinance, for which the City may impose a reasonable fee. Permit conditions imposed on Company shall not be more burdensome than those imposed on other utilities for similar facilities or work. Company may, however, open and disturb any Public Ground or Public Way without permission from the City where an emergency exists requiring the immediate repair of Electric Facilities. In such event Company shall notify the City by telephone to the office designated by the City as soon as practicable. Not later than the second working day thereafter, Company shall obtain any required permits and pay any required fees.

3.4 Restoration. After undertaking any work requiring the opening of any Public Ground or Public Way, Company shall restore the same, including paving and its foundation, to as good a condition as formerly existed, and shall maintain any paved surface in good condition for one year thereafter. The work shall be completed as promptly as weather permits, and if Company shall not promptly perform and complete the work, remove all dirt, rubbish, equipment and material, and put the Public Ground or Public Way in the said condition, the City shall have, after demand to Company to cure and the passage of a reasonable period of time following the demand, but not to exceed five days, the right to make the restoration at the expense of Company. Company shall pay to the City the cost of such work done for or performed by the City. This remedy shall be in addition to any other remedy available to the City for noncompliance with this Section 3.4, but the City hereby waives any requirement for Company to post a construction performance bond, certificate of insurance, letter of credit or any other form of security or assurance that may be required, under a separate existing or future ordinance of the City, of a person or entity obtaining the City's permission to install, replace or maintain facilities in a Public Way.

3.5 Avoid Damage to Electric Facilities. Nothing in this Ordinance relieves any person from liability arising out of the failure to exercise reasonable care to avoid damaging Electric Facilities while performing any activity.

3.6 Notice of Improvements. The City must give Company reasonable notice of plans for improvements to Public Grounds or Public Ways where the City has reason to believe that Electric Facilities may affect or be affected by the improvement. The notice must contain: (i) the nature and character of the improvements, (ii) the Public Grounds and Public Ways upon which the improvements are to be made, (iii) the extent of the improvements, (iv) the time when the City will start the work, and (v) if more than one Public Ground or Public Way is involved, the order in which the work is to proceed. The notice must be given to Company a sufficient length of time in advance of the actual commencement of the work to permit Company to make any necessary additions, alterations or repairs to its Electric Facilities.

3.7 Shared Use of Poles. Company shall make space available on its poles or towers for City fire, water utility, police or other City facilities upon terms and conditions acceptable to Company whenever such use will not interfere with the use of such poles or towers by Company, by another electric utility, by a telephone utility, or by any cable television company or other form of communication company. In addition, the City shall pay for any added cost incurred by Company because of such use by City.

SECTION 4. RELOCATIONS.

4.1 Relocation of Electric Facilities in Public Ways. If the City determines to vacate a Public Way for a City improvement project, or at City's cost to grade, regrade, or change the line of any Public Way, or construct or reconstruct any City Utility System in any Public Way, it may order Company to relocate its Electric Facilities located therein if relocation is reasonably necessary to accomplish the City's proposed public improvement. Except as provided in Section 4.3, Company shall relocate its Electric Facilities at its own expense. The City shall give Company reasonable notice of plans to vacate for a City improvement project, or to grade, regrade, or change the line of any Public Way or to construct or reconstruct any City Utility System. If a relocation is ordered within five years of a prior relocation of the same Electric Facilities, which was made at Company expense, the City shall reimburse Company for non-betterment costs on a time and material basis, provided that if a subsequent relocation is required because of the extension of a City Utility System to a previously unserved area, Company may be required to make the subsequent relocation at its expense. Nothing in this Ordinance requires Company to relocate, remove, replace or reconstruct at its own expense its Electric Facilities where such relocation, removal, replacement or reconstruction is solely for the convenience of the City and is not reasonably necessary for the construction or reconstruction of a Public Way or City Utility System or other City improvement.

4.2 Relocation of Electric Facilities in Public Ground. City may require Company, at Company's expense, to relocate or remove its Electric Facilities from Public Ground upon a finding by City that the Electric Facilities have become or will become a substantial impairment to the existing or proposed public use of the Public Ground.

4.3 Projects with Federal Funding. City shall not order Company to remove or relocate its Electric Facilities when a Public Way is vacated, improved or realigned for a right-of-way project or any other project which is financially subsidized in whole or in part by the Federal Government or any agency thereof, unless the reasonable non-betterment costs of such relocation are first paid to Company. The City is obligated to pay Company only for those portions of its relocation costs for which City has received federal funding specifically allocated for relocation costs in the amount requested by the Company, which allocated funding the City shall specifically request. Relocation, removal or rearrangement of any Company Electric Facilities made necessary because of a federally-aided highway project shall be governed by the provisions of Minnesota Statutes, Section 161.46, as supplemented or amended. It is understood that the rights herein granted to Company are valuable rights.

4.4 No Waiver. The provisions of this franchise apply only to facilities constructed in reliance on a franchise from the City and shall not be construed to waive or modify any rights obtained by Company for installations within a Company right-of-way acquired by easement or prescriptive

right before the applicable Public Ground or Public Way was established, or Company's rights under state or county permit.

SECTION 5. TREE TRIMMING.

Company may trim all trees and shrubs in the Public Grounds and Public Ways of City to the extent Company finds necessary to avoid interference with the proper construction, operation, repair and maintenance of any Electric Facilities installed hereunder, provided that Company shall save the City harmless from any liability arising therefrom, and subject to permit or other reasonable regulation by the City.

SECTION 6. INDEMNIFICATION.

6.1 Indemnity of City. Company shall indemnify, keep and hold the City free and harmless from any and all liability on account of injury to persons or damage to property occasioned by the construction, maintenance, repair, inspection, the issuance of permits, or the operation of the Electric Facilities located in the Public Grounds and Public Ways. The City shall not be indemnified for losses or claims occasioned through its own negligence except for losses or claims arising out of or alleging the City's negligence as to the issuance of permits for, or inspection of, Company's plans or work. The City shall not be indemnified if the injury or damage results from the performance in a proper manner, of acts reasonably deemed hazardous by Company, and such performance is nevertheless ordered or directed by City after notice of Company's determination.

6.2 Defense of City. In the event a suit is brought against the City under circumstances where this agreement to indemnify applies, Company at its sole cost and expense shall defend the City in such suit if written notice thereof is promptly given to Company within a period wherein Company is not prejudiced by lack of such notice. If Company is required to indemnify and defend, it will thereafter have control of such litigation, but Company may not settle such litigation without the consent of the City, which consent shall not be unreasonably withheld. This section is not, as to third parties, a waiver of any defense or immunity otherwise available to the City and Company, in defending any action on behalf of the City, shall be entitled to assert in any action every defense or immunity that the City could assert in its own behalf.

SECTION 7. VACATION OF PUBLIC WAYS.

The City shall give Company at least two weeks prior written notice of a proposed vacation of a Public Way. Except where required for a City improvement project, the vacation of any Public Way, after the installation of Electric Facilities, shall not operate to deprive Company of its rights to operate and maintain such Electric Facilities, until the reasonable cost of relocating the same and the loss and expense resulting from such relocation are first paid to Company. In no case, however, shall City be liable to Company for failure to specifically preserve a right-of-way under Minnesota Statutes, Section 160.29.

SECTION 8. CHANGE IN FORM OF GOVERNMENT.

Any change in the form of government of the City shall not affect the validity of this Ordinance. Any governmental unit succeeding the City shall, without the consent of Company, succeed to all of the rights and obligations of the City provided in this Ordinance.

SECTION 9. FRANCHISE FEE.

9.1 **Fee Schedule.** During the term of the franchise hereby granted, and in lieu of any permit or other fees being imposed on Company, the City may impose on Company a franchise fee by collecting the amounts indicated in a Fee Schedule set forth in a separate ordinance from each customer in the designated Company Customer Class. The parties have agreed that the franchise fee collected by the Company and paid to the City in accordance with this Section 9 shall not exceed the following amounts.

<u>Class</u>	<u>Fee Per Premise Per Month</u>
Residential	\$ 3.75
Sm C & I – Non-Dem	\$ 3.75
Sm C & I – Demand	\$ 25.00
Large C & I	\$ 150.00

9.2 **Separate Ordinance.** The franchise fee shall be imposed by a separate ordinance duly adopted by the City Council, which ordinance shall not be adopted until at least 90 days after written notice enclosing such proposed ordinance has been served upon Company by certified mail. The fee shall not become effective until the beginning of a Company billing month at least 90 days after written notice enclosing such adopted ordinance has been served upon Company by certified mail. Section 2.5 shall constitute the sole remedy for solving disputes between Company and the City in regard to the interpretation of, or enforcement of, the separate ordinance. No action by the City to implement a separate ordinance will commence until this Ordinance is effective. A separate ordinance which imposes a lesser franchise fee on the residential class of customers than the maximum amount set forth in Section 9.1 above shall not be effective against Company unless the fee imposed on each other customer classification is reduced proportionately in the same or greater amount per class as the reduction represented by the lesser fee on the residential class.

9.3 **Terms Defined.** For the purpose of this Section 9, the following definitions apply:

9.3.1 “Customer Class” shall refer to the classes listed on the Fee Schedule and as defined or determined in Company’s electric tariffs on file with the Commission.

9.3.2 “Fee Schedule” refers to the schedule in Section 9.1 setting forth the various customer classes from which a franchise fee would be collected if a separate ordinance were implemented immediately after the effective date of this franchise agreement. The Fee Schedule in the separate ordinance may include new Customer Class added by Company to its electric tariffs after the effective date of this franchise agreement.

9.4 **Collection of the Fee.** The franchise fee shall be payable quarterly and shall be based on the amount collected by Company during complete billing months during the period for which payment is to be made by imposing a surcharge equal to the designated franchise fee for the applicable customer classification in all customer billings for electric service in each class. The payment shall be due the last business day of the month following the period for which the payment is made. The franchise fee may be changed by ordinance from time to time; however, each change shall meet the same notice requirements and not occur more often than annually and no change shall require a

collection from any customer for electric service in excess of the amounts specifically permitted by this Section 9. The time and manner of collecting the franchise fee is subject to the approval of the Commission. No franchise fee shall be payable by Company if Company is legally unable to first collect an amount equal to the franchise fee from its customers in each applicable class of customers by imposing a surcharge in Company's applicable rates for electric service. Company may pay the City the fee based upon the surcharge billed subject to subsequent reductions to account for uncollectibles, refunds and correction of erroneous billings. Company agrees to make its records available for inspection by the City at reasonable times provided that the City and its designated representative agree in writing not to disclose any information which would indicate the amount paid by any identifiable customer or customers or any other information regarding identified customers.

9.5 **Equivalent Fee Requirement.** The separate ordinance imposing the fee shall not be effective against Company unless it lawfully imposes and the City monthly or more often collects a fee or tax of the same or greater equivalent amount on the receipts from sales of energy within the City by any other energy supplier, provided that, as to such a supplier, the City has the authority to require a franchise fee or to impose a tax. The "same or greater equivalent amount" shall be measured, if practicable, by comparing amounts collected as a franchise fee from each similar customer, or by comparing, as to similar customers the percentage of the annual bill represented by the amount collected for franchise fee purposes. The franchise fee or tax shall be applicable to energy sales for any energy use related to heating, cooling or lighting, or to run machinery and appliances, but shall not apply to energy sales for the purpose of providing fuel for vehicles. If the Company specifically consents in writing to a franchise or separate ordinance collecting or failing to collect a fee from another energy supplier in contravention of this Section 9.5, the foregoing conditions will be waived to the extent of such written consent.

SECTION 10. PROVISIONS OF ORDINANCE.

10.1 **Severability.** Every section, provision, or part of this Ordinance is declared separate from every other section, provision, or part and if any section, provision, or part shall be held invalid, it shall not affect any other section, provision, or part. Where a provision of any other City ordinance conflicts with the provisions of this Ordinance, the provisions of this Ordinance shall prevail.

10.2 **Limitation on Applicability.** This Ordinance constitutes a franchise agreement between the City and Company as the only parties, and no provision of this franchise shall in any way inure to the benefit of any third person (including the public at large) so as to constitute any such person as a third-party beneficiary of the agreement or of any one or more of the terms hereof, or otherwise give rise to any cause of action in any person not a party hereto.

SECTION 11. AMENDMENT PROCEDURE.

Either party to this franchise agreement may at any time propose that the agreement be amended to address a subject of concern and the other party will consider whether it agrees that the amendment is mutually appropriate. If an amendment is agreed upon, this Ordinance may be amended at any time by the City passing a subsequent ordinance declaring the provisions of the amendment, which amendatory ordinance shall become effective upon the filing of Company's written consent thereto with the City Clerk within 90 days after the date of final passage by the City of the amendatory ordinance.

SECTION 12. PREVIOUS FRANCHISES SUPERSEDED.

This franchise supersedes any previous electric franchise granted to Company or its predecessor.

Passed and approved: February 2, 2022.

Lisa Iverson, Mayor

Attest:

Robb Linwood, City Administrator

Date Published:_____

ORDINANCE NO. 2022-02
APPENDIX I

AN ORDINANCE IMPLEMENTING AN ELECTRIC SERVICE FRANCHISE FEE ON NORTHERN STATES POWER COMPANY, A MINNESOTA CORPORATION, ITS SUCCESSORS AND ASSIGNS, FOR PROVIDING ELECTRIC SERVICE WITHIN THE CITY OF WYOMING, MINNESOTA.

THE CITY COUNCIL OF THE CITY OF WYOMING, MINNESOTA DOES ORDAIN:

SECTION 1. The City of Wyoming, Minnesota Municipal Code is hereby amended to include reference to the following Special Ordinance.

Subd. 1. Purpose. The Wyoming City Council has determined that it is in the best interest of the City to impose a franchise fee on those public utility companies that provide electric services within the City of Wyoming, Minnesota.

- (a) Pursuant to City Ordinance 2022-01, a Franchise Agreement between the City of Wyoming and Northern States Power Company, a Minnesota corporation, its successors and assigns, the City has the right to impose a franchise fee on Northern States Power Company, a Minnesota corporation, its successors and assigns, in an amount and fee design as set forth in Section 9 of the Northern States Power Company Franchise and in the fee schedule attached hereto as Schedule A.

Subd. 2. Franchise Fee Statement. A franchise fee is hereby imposed on Northern States Power Company, a Minnesota Corporation, its successors and assigns, under its electric franchise in accordance with the schedule attached here to and made a part of this Ordinance, commencing with the NSPM April, 2022 billing month.

This fee is an account-based fee on each premise and not a meter-based fee. In the event that an entity covered by this ordinance has more than one meter at a single premise, but only one account, only one fee shall be assessed to that account. If a premise has two or more meters being billed at different rates, the Company may have an account for each rate classification, which will result in more than one franchise fee assessment for electric service to that premise. If the Company combines the rate classifications into a single account, the franchise fee assessed to the account will be the largest franchise fee applicable to a single rate classification for energy delivered to that premise. In the event any entities covered by this ordinance have more than one premise, each premise (address) shall be subject to the appropriate fee. In the event a question arises as to the proper fee amount for any premise, the Company's manner of billing for energy used at all similar premises in the city will control.

Subd. 3. Payment. The said franchise fee shall be payable to the City in accordance with the terms set forth in Section 9 of the Franchise.

Subd. 4. Surcharge. The City recognizes that the Minnesota Public Utilities Commission may allow Company to add a surcharge to customer rates of city residents to reimburse Company for the cost of the fee.

Subd. 5. Enforcement. Any dispute, including enforcement of a default regarding this ordinance will be resolved in accordance with Section 2.5 of the Franchise Agreement.

Subd. 6. Effective Date of Franchise Fee. The effective date of this Ordinance shall be after its publication and ninety (90) days after the sending of written notice enclosing a copy of this adopted Ordinance to NSPM by certified mail. Collection of the fee shall commence as provided above.

Passed and approved: February 2, 2022.

Lisa Iverson, Mayor

Attest:

Robb Linwood, City Administrator

SEAL

SCHEDULE A

Franchise Fee Rates:

Electric Utility

The franchise fee shall be in an amount determined by applying the following schedule per customer premise/per month based on metered service to retail customers within the City:

<u>Class</u>	<u>Amount per month</u>
Residential	\$ 3.75
Small C & I – Non-Demand	\$ 3.75
Small C & I – Demand	\$ 25.00
Large C & I	\$ 150.00

Franchise fees are submitted to the City on a quarterly basis as follows:

January – March collections due by April 30.

April – June collections due by July 31.

July – September collections due by October 31.

October – December collections due by January 31.

GAS FRANCHISE ORDINANCE

ORDINANCE NO. 2022-03 APPENDIX I

CITY OF WYOMING, CHISAGO COUNTY, MINNESOTA

AN ORDINANCE GRANTING TO NORTHERN STATES POWER COMPANY, A MINNESOTA CORPORATION, ITS SUCCESSORS AND ASSIGNS, PERMISSION TO ERECT A GAS DISTRIBUTION SYSTEM FOR THE PURPOSES OF CONSTRUCTING, OPERATING, REPAIRING AND MAINTAINING IN THE CITY OF WYOMING, MINNESOTA, THE NECESSARY GAS PIPES, MAINS AND APPURTENANCES FOR THE TRANSMISSION OR DISTRIBUTION OF GAS TO THE CITY AND ITS INHABITANTS AND OTHERS AND TRANSMITTING GAS INTO AND THROUGH THE CITY AND TO USE THE PUBLIC GROUNDS AND PUBLIC WAYS OF THE CITY FOR SUCH PURPOSES.

THE CITY COUNCIL OF THE CITY OF WYOMING, CHISAGO COUNTY, MINNESOTA, ORDAINS:

SECTION 1. DEFINITIONS.

For purposes of this Ordinance, the following capitalized terms listed in alphabetical order shall have the following meanings:

- 1.1 **City.** The City of Wyoming, County of Chisago, State of Minnesota.
- 1.2 **City Utility System.** Facilities used for providing public utility service owned or operated by City or agency thereof, including sewer and water service, but excluding facilities for providing heating, lighting or other forms of energy.
- 1.3 **Commission.** The Minnesota Public Utilities Commission, or any successor agency or agencies, including an agency of the federal government, which preempts all, or part of the authority to regulate Gas retail rates now vested in the Minnesota Public Utilities Commission.
- 1.4 **Company.** Northern States Power Company, a Minnesota corporation, its successors and assigns.
- 1.5 **Gas.** “Gas” as used herein shall be held to include natural gas, manufactured gas, or other form of gaseous energy.
- 1.6 **Gas Facilities.** Pipes, mains, regulators, and other facilities owned or operated by Company for the purpose of providing gas service for public or private use.
- 1.7 **Notice.** A written notice served by one party on the other party referencing one or more provisions of this Ordinance. Notice to Company shall be mailed to the General Counsel, 401 Nicollet Mall, 8th Floor, Minneapolis, MN 55401. Notice to the City shall be mailed to the City

Administrator, Robb Linwood, P.O. Box 188, Wyoming, Minnesota 55092-0188. Either party may change its respective address for the purpose of this Ordinance by written notice to the other party.

1.8 **Public Ground.** Land owned by the City for park, open space or similar purpose, which is held for use in common by the public and is not a Public Way.

1.9 **Public Way.** Any street, alley, walkway or other public right-of-way within the City.

SECTION 2. ADOPTION OF FRANCHISE.

2.1 **Grant of Franchise.** City hereby grants Company, for a period of 20 years from the date passed and approved by the City, the right to transmit and furnish Gas energy for light, heat, power and other purposes for public and private use within and through the limits of the City as its boundaries now exist or as they may be extended in the future. For these purposes, Company may construct, operate, repair and maintain Gas Facilities in, on, over, under and across the Public Grounds and Public Ways of City, subject to the provisions of this Ordinance. Company may do all reasonable things necessary or customary to accomplish these purposes, subject, however, to such reasonable regulations as may be imposed by the City pursuant to ordinance and to the further provisions of this franchise agreement.

2.2 **Effective Date; Written Acceptance.** This franchise agreement shall be in force and effect from and after passage of this Ordinance, its acceptance by Company, and its publication as required by law. The City by Council resolution may revoke this franchise agreement if Company does not file a written acceptance with the City within 90 days after publication.

2.3 **Service and Rates.** The service to be provided and the rates to be charged by Company for Gas service in City are subject to the jurisdiction of the Commission.

2.4 **Publication Expense.** The expense of publication of this Ordinance will be paid by City and reimbursed to City by Company.

2.5 **Dispute Resolution.** If either party asserts that the other party is in default in the performance of any obligation hereunder, the complaining party shall notify the other party of the default and the desired remedy. The notification shall be written. Representatives of the parties must promptly meet and attempt in good faith to negotiate a resolution of the dispute. If the dispute is not resolved within 30 days of the written notice, the parties may jointly select a mediator to facilitate further discussion. The parties will equally share the fees and expenses of this mediator. If a mediator is not used or if the parties are unable to resolve the dispute within 30 days after first meeting with the selected mediator, either party may commence an action in District Court to interpret and enforce this franchise or for such other relief as may be permitted by law or equity for breach of contract, or either party may take any other action permitted by law.

SECTION 3. LOCATION, OTHER REGULATIONS.

3.1 **Location of Facilities.** Gas Facilities shall be located, constructed and maintained so as not to interfere with the safety and convenience of ordinary travel along and over Public Ways and so as not to disrupt normal operation of any City Utility System previously installed therein. Gas Facilities shall be located on Public Grounds as determined by the City. Company's construction,

reconstruction, operation, repair, maintenance and location of Gas Facilities shall be subject to permits if required by separate ordinance and to other reasonable regulations of the City to the extent not inconsistent with the terms of this franchise agreement. Company may abandon underground gas facilities in place, provided, at City's request, Company will remove abandoned metal pipe interfering with a City improvement project, but only to the extent such metal pipe is uncovered by excavation as part of the City's improvement project.

3.2 Field Locations. Company shall provide field locations for its underground Gas Facilities within City consistent with the requirements of Minnesota Statutes, Chapter 216D and Minnesota Rules, parts 7819.4000 and 7819.4100.

3.3 Street Openings. Company shall not open or disturb any Public Ground or Public Way for any purpose without first having obtained a permit from the City, if required by a separate ordinance, for which the City may impose a reasonable fee. Permit conditions imposed on Company shall not be more burdensome than those imposed on other utilities for similar facilities or work. Company may, however, open and disturb any Public Ground or Public Way without permission from the City where an emergency exists requiring the immediate repair of Gas Facilities. In such event Company shall notify the City by telephone to the office designated by the City as soon as practicable. Not later than the second working day thereafter, Company shall obtain any required permits and pay any required fees.

3.4 Restoration. After undertaking any work requiring the opening of any Public Ground or Public Way, Company shall restore the same, including paving and its foundation, to as good a condition as formerly existed, and shall maintain any paved surface in good condition for one year thereafter. The work shall be completed as promptly as weather permits, and if Company shall not promptly perform and complete the work, remove all dirt, rubbish, equipment and material, and put the Public Ground or Public Way in the said condition, the City shall have, after demand to Company to cure and the passage of a reasonable period of time following the demand, but not to exceed five days, the right to make the restoration at the expense of Company. Company shall pay to the City the cost of such work done for or performed by the City. This remedy shall be in addition to any other remedy available to the City for noncompliance with this Section 3.4, but the City hereby waives any requirement for Company to post a construction performance bond, certificate of insurance, letter of credit or any other form of security or assurance that may be required, under a separate existing or future ordinance of the City, of a person or entity obtaining the City's permission to install, replace or maintain facilities in a Public Way.

3.5 Avoid Damage to Gas Facilities. Nothing in this Ordinance relieves any person from liability arising out of the failure to exercise reasonable care to avoid damaging Gas Facilities while performing any activity.

3.6 Notice of Improvements. The City must give Company reasonable notice of plans for improvements to Public Grounds or Public Ways where the City has reason to believe that Gas Facilities may affect or be affected by the improvement. The notice must contain: (i) the nature and character of the improvements, (ii) the Public Grounds and Public Ways upon which the improvements are to be made, (iii) the extent of the improvements, (iv) the time when the City will start the work, and (v) if more than one Public Ground or Public Way is involved, the order in which the work is to proceed. The notice must be given to Company a sufficient length of time in advance of

the actual commencement of the work to permit Company to make any necessary additions, alterations or repairs to its Gas Facilities.

SECTION 4. RELOCATIONS.

4.1 Relocation of Gas Facilities in Public Ways. If the City determines to vacate a Public Way for a City improvement project, or at City's cost to grade, regrade, or change the line of any Public Way, or construct or reconstruct any City Utility System in any Public Way, it may order Company to relocate its Gas Facilities located therein if relocation is reasonably necessary to accomplish the City's proposed public improvement. Except as provided in Section 4.3, Company shall relocate its Gas Facilities at its own expense. The City shall give Company reasonable notice of plans to vacate for a City improvement project, or to grade, regrade, or change the line of any Public Way or to construct or reconstruct any City Utility System. If a relocation is ordered within five years of a prior relocation of the same Gas Facilities, which was made at Company expense, the City shall reimburse Company for Non-Betterment Costs on a time and material basis, provided that if a subsequent relocation is required because of the extension of a City Utility System to a previously unserved area, Company may be required to make the subsequent relocation at its expense. Nothing in this Ordinance requires Company to relocate, remove, replace or reconstruct at its own expense its Gas Facilities where such relocation, removal, replacement or reconstruction is solely for the convenience of the City and is not reasonably necessary for the construction or reconstruction of a Public Way or City Utility System or other City improvement.

4.2 Relocation of Gas Facilities in Public Ground. City may require Company at Company's expense to relocate or remove its Gas Facilities from Public Ground upon a finding by City that the Gas Facilities have become or will become a substantial impairment to the existing or proposed public use of the Public Ground.

4.3 Projects with Federal Funding. City shall not order Company to remove or relocate its Gas Facilities when a Public Way is vacated, improved or realigned for a right-of-way project or any other project which is financially subsidized in whole or in part by the Federal Government or any agency thereof, unless the reasonable non-betterment costs of such relocation are first paid to Company. The City is obligated to pay Company only for those portions of its relocation costs for which City has received federal funding specifically allocated for relocation costs in the amount requested by the Company, which allocated funding the City shall specifically request. Relocation, removal or rearrangement of any Company Gas Facilities made necessary because of a federally-aided highway project shall be governed by the provisions of Minnesota Statutes, Section 161.46, as supplemented or amended. It is understood that the rights herein granted to Company are valuable rights.

4.4 No Waiver. The provisions of this franchise apply only to facilities constructed in reliance on a franchise from the City and shall not be construed to waive or modify any rights obtained by Company for installations within a Company right-of-way acquired by easement or prescriptive right before the applicable Public Ground or Public Way was established, or Company's rights under state or county permit.

SECTION 5. TREE TRIMMING.

Company is also granted the permission and authority to trim all shrubs and trees, including roots, in the Public Ways of City to the extent Company finds necessary to avoid interference with the proper construction, operation, repair and maintenance of Gas Facilities, provided that Company shall save City harmless from any liability in the premises.

SECTION 6. INDEMNIFICATION.

6.1 Indemnity of City. Company shall indemnify, keep and hold the City free and harmless from any and all liability on account of injury to persons or damage to property occasioned by the construction, maintenance, repair, inspection, the issuance of permits, or the operation of the Gas Facilities located in the Public Grounds and Public Ways. The City shall not be indemnified for losses or claims occasioned through its own negligence except for losses or claims arising out of or alleging the City's negligence as to the issuance of permits for, or inspection of, Company's plans or work. The City shall not be indemnified if the injury or damage results from the performance in a proper manner of acts reasonably deemed hazardous by Company, and such performance is nevertheless ordered or directed by City after notice of Company's determination.

6.2 Defense of City. In the event a suit is brought against the City under circumstances where this agreement to indemnify applies, Company at its sole cost and expense shall defend the City in such suit if written notice thereof is promptly given to Company within a period wherein Company is not prejudiced by lack of such notice. If Company is required to indemnify and defend, it will thereafter have control of such litigation, but Company may not settle such litigation without the consent of the City, which consent shall not be unreasonably withheld. This section is not, as to third parties, a waiver of any defense or immunity otherwise available to the City and Company, in defending any action on behalf of the City shall be entitled to assert in any action every defense or immunity that the City could assert in its own behalf.

SECTION 7. VACATION OF PUBLIC WAYS.

The City shall give Company at least two weeks prior written notice of a proposed vacation of a Public Way. Except where required for a City improvement project, the vacation of any Public Way, after the installation of Gas Facilities, shall not operate to deprive Company of its rights to operate and maintain such Gas Facilities, until the reasonable cost of relocating the same and the loss and expense resulting from such relocation are first paid to Company. In no case, however, shall City be liable to Company for failure to specifically preserve a right-of-way under Minnesota Statutes, Section 160.29.

SECTION 8. CHANGE IN FORM OF GOVERNMENT.

Any change in the form of government of the City shall not affect the validity of this Ordinance. Any governmental unit succeeding the City shall, without the consent of Company, succeed to all of the rights and obligations of the City provided in this Ordinance.

SECTION 9. FRANCHISE FEE.

9.1 Fee Schedule. During the term of the franchise hereby granted, and in lieu of any permit or other fees being imposed on the Company, the City may impose on the Company a

franchise fee by collecting the amounts indicated in a Fee Schedule set forth in a separate ordinance from each customer in the designated Company Customer Class. The parties have agreed that the franchise fee collected by the Company and paid to the City in accordance with this Section 9 shall not exceed the following amounts:

<u>Class</u>	<u>Fee Per Premise Per Month</u>
Residential	\$ 1.50
Commercial Firm Non-Demand	\$ 7.50
Commercial Firm Demand	\$ 13.00
Small Interruptible	\$ 95.00

9.2 Separate Ordinance. The franchise fee shall be imposed by a separate ordinance duly adopted by the City Council, which ordinance shall not be adopted until at least 90 days after written notice enclosing such proposed ordinance has been served upon Company by certified mail. The fee shall not become effective until the beginning of a Company billing month at least 90 days after written notice enclosing such adopted ordinance has been served upon Company by certified mail. Section 2.5 shall constitute the sole remedy for solving disputes between Company and the City in regard to the interpretation of, or enforcement of, the separate ordinance. No action by the City to implement a separate ordinance will commence until this Ordinance is effective. A separate ordinance which imposes a lesser franchise fee on the residential class of customers than the maximum amount set forth in Section 9.1 above shall not be effective against Company unless the fee imposed on each other customer classification is reduced proportionately in the same or greater amount per class as the reduction represented by the lesser fee on the residential class.

9.3 Collection of the Fee. The franchise fee shall be payable quarterly and shall be based on the amount collected by Company during complete billing months during the period for which payment is to be made by imposing a surcharge equal to the designated franchise fee for the applicable customer classification in all customer billings for gas service in each class. The payment shall be due the last business day of the month following the period for which the payment is made. The franchise fee may be changed by ordinance from time to time; however, each change shall meet the same notice requirements and not occur more often than annually and no change shall require a collection from any customer for gas service in excess of the amounts specifically permitted by this Section 9. The time and manner of collecting the franchise fee is subject to the approval of the Commission. No franchise fee shall be payable by Company if Company is legally unable to first collect an amount equal to the franchise fee from its customers in each applicable class of customers by imposing a surcharge in Company's applicable rates for gas service. Company may pay the City the fee based upon the surcharge billed subject to subsequent reductions to account for uncollectibles, refunds and correction of erroneous billings. Company agrees to make its records available for inspection by the City at reasonable times provided that the City and its designated representative agree in writing not to disclose any information which would indicate the amount paid by any identifiable customer or customers or any other information regarding identified customers.

9.4 Terms Defined.

- 9.4.1 “Customer Class” shall refer to classes listed in the Fee Schedule and as defined or determined in Company’s gas rate book on file with the Commission.
- 9.4.2 “Fee Schedule” refers to the Schedule in Section 9.1 setting forth the various customer classes from which a franchise fee would be collected if a separate ordinance were implemented immediately after the effective date of this franchise agreement. The Fee Schedule in the separate ordinance may include new Customer Classes added by the Company to its gas tariffs after the effective date of this franchise agreement.
- 9.4.3 Therm shall be a unit of gas providing 100,000 Btu of heat content adjusted for billing purposes under the rate schedules of Company on file with the Commission.

9.5 Equivalent Fee Requirement. The separate ordinance imposing the fee shall not be effective against Company unless it lawfully imposes and the City monthly or more often collects a fee or tax of the same or greater equivalent amount on the receipts from sales of energy within the City by any other energy supplier, provided that, as to such a supplier, the City has the authority to require a franchise fee or to impose a tax. The “same or greater equivalent amount” shall be measured, if practicable, by comparing amounts collected as a franchise fee from each similar customer, or by comparing, as to similar customers the percentage of the annual bill represented by the amount collected for franchise fee purposes. The franchise fee or tax shall be applicable to energy sales for any energy use related to heating, cooling or lighting, or to run machinery and appliances, but shall not apply to energy sales for the purpose of providing fuel for vehicles. If the Company specifically consents in writing to a franchise or separate ordinance collecting or failing to collect a fee from another energy supplier in contravention of this Section 9.5, the foregoing conditions will be waived to the extent of such written consent.

SECTION 10. PROVISIONS OF ORDINANCE.

10.1 Severability. Every section, provision, or part of this Ordinance is declared separate from every other section, provision, or part and if any section, provision, or part shall be held invalid, it shall not affect any other section, provision, or part. Where a provision of any other City ordinance conflicts with the provisions of this Ordinance, the provisions of this Ordinance shall prevail.

10.2 Limitation on Applicability. This Ordinance constitutes a franchise agreement between the City and Company as the only parties and no provision of this franchise shall in any way inure to the benefit of any third person (including the public at large) so as to constitute any such person as a third party beneficiary of the agreement or of any one or more of the terms hereof, or otherwise give rise to any cause of action in any person not a party hereto.

SECTION 11. AMENDMENT PROCEDURE.

Either party to this franchise agreement may at any time propose that the agreement be amended to address a subject of concern and the other party will consider whether it agrees that the amendment is mutually appropriate. If an amendment is agreed upon, this Ordinance may be

amended at any time by the City passing a subsequent ordinance declaring the provisions of the amendment, which amendatory ordinance shall become effective upon the filing of Company's written consent thereto with the City Clerk within 90 days after the date of final passage by the City of the amendatory ordinance.

SECTION 12. PREVIOUS FRANCHISES SUPERSEDED.

This franchise supersedes any previous Gas franchise granted to Company or its predecessor.

Passed and approved: February 2, 2022.

Lisa Iverson, Mayor

Attest:

Robb Linwood, City Administrator

Date Published:_____

ORDINANCE NO. 2022-04
APPENDIX I

AN ORDINANCE IMPLEMENTING A GAS SERVICE FRANCHISE FEE ON NORTHERN STATES POWER COMPANY, A MINNESOTA CORPORATION, ITS SUCCESSORS AND ASSIGNS, FOR PROVIDING GAS SERVICE WITHIN THE CITY OF WYOMING, MINNESOTA.

THE CITY COUNCIL OF THE CITY OF WYOMING, MINNESOTA DOES ORDAIN:

SECTION 1. The City of Wyoming, Minnesota Municipal Code is hereby amended to include reference to the following Special Ordinance.

Subd. 1. Purpose. The Wyoming City Council has determined that it is in the best interest of the City to impose a franchise fee on those public utility companies that provide natural gas services within the City of Wyoming, Minnesota.

- (a) Pursuant to City Ordinance 2022-03, a Franchise Agreement between the City of Wyoming and Northern States Power Company, a Minnesota corporation, its successors and assigns, the City has the right to impose a franchise fee on Northern States Power Company, a Minnesota corporation, its successors and assigns, in an amount and fee design as set forth in Section 9 of the Northern States Power Company Franchise and in the fee schedule attached hereto as Schedule A.

Subd. 2. Franchise Fee Statement. A franchise fee is hereby imposed on Northern States Power Company, a Minnesota Corporation, its successors and assigns, under its gas franchise in accordance with the schedule attached here to and made a part of this Ordinance, commencing with the NSPM April, 2022 billing month.

This fee is an account-based fee on each premise and not a meter-based fee. In the event that an entity covered by this ordinance has more than one meter at a single premise, but only one account, only one fee shall be assessed to that account. If a premise has two or more meters being billed at different rates, the Company may have an account for each rate classification, which will result in more than one franchise fee assessment for gas service to that premise. If the Company combines the rate classifications into a single account, the franchise fee assessed to the account will be the largest franchise fee applicable to a single rate classification for energy delivered to that premise. In the event any entities covered by this ordinance have more than one premise, each premise (address) shall be subject to the appropriate fee. In the event a question arises as to the proper fee amount for any premise, the Company's manner of billing for energy used at all similar premises in the city will control.

Subd. 3. Payment. The said franchise fee shall be payable to the City in accordance with the terms set forth in Section 9 of the Franchise.

Subd. 4. Surcharge. The City recognizes that the Minnesota Public Utilities Commission may allow Company to add a surcharge to customer rates of city residents to reimburse Company for the cost of the fee.

Subd. 5. Enforcement. Any dispute, including enforcement of a default regarding this ordinance will be resolved in accordance with Section 2.5 of the Franchise Agreement.

Subd. 6. Effective Date of Franchise Fee. The effective date of this Ordinance shall be after its publication and ninety (90) days after the sending of written notice enclosing a copy of this adopted Ordinance to NSPM by certified mail. Collection of the fee shall commence as provided in above.

Passed and approved: February 2, 2022.

Lisa Iverson, Mayor

Attest:

Robb Linwood, City Administrator

SEAL

SCHEDULE A

Franchise Fee Rates:

Gas Utility

The franchise fee shall be in an amount determined by applying the following schedule per customer premise/per month based on metered service to retail customers within the City:

<u>Class</u>	<u>Amount per month</u>
Residential	\$ 1.50
Commercial Firm Non-Demand	\$ 7.50
Commercial Firm Demand	\$ 13.00
Small Interruptible	\$ 95.00

Franchise fees are submitted to the City on a quarterly basis as follows:

- January – March collections due by April 30.
- April – June collections due by July 31.
- July – September collections due by October 31.
- October – December collections due by January 31.

RESOLUTION NO. 22-02-15

RESOLUTION ADOPTING AND APPROVING A SUMMARY PUBLICATION FOR ORDINANCES 2022-01, 2022-02, 2022-03 AND 2022-04, AN ORDINANCE AMENDING THE CITY OF WYOMING CODE OF ORDINANCES, APPENDIX I ELECTRIC FRANCHISE NORTHERN STATES POWER COMPANY.

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

WHEREAS, the City has adopted the City of Wyoming Ordinances, No. 2022-01, 2022-02, 2022-03, 2022-04 an ordinance amending Appendix I of the City Code; and

WHEREAS, the City Council has determined that publication of the title of the ordinances and a summary of the ordinances would clearly inform the public of the intent and effect of the ordinances.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Wyoming hereby directs the City Clerk to cause to be published in the Forest Lake Times the following notices:

NOTICE OF ADOPTION OF THE CITY OF WYOMING ORDINANCE NO. 2022-01 AN ORDINANCE GRANTING TO NORTHERN STATES POWER COMPANY, A MINNESOTA CORPORATION, ITS SUCCESSORS AND ASSIGNS, PERMISSION TO CONSTRUCT, OPERATE, REPAIR AND MAINTAIN IN THE CITY OF WYOMING, MINNESOTA, AN ELECTRIC DISTRIBUTION SYSTEM AND TRANSMISSION LINES, INCLUDING NECESSARY POLES, LINES, FIXTURES AND APPURTENANCES, FOR THE FURNISHING OF ELECTRIC ENERGY TO THE CITY, ITS INHABITANTS, AND OTHERS, AND TO USE THE PUBLIC GROUNDS AND PUBLIC WAYS OF THE CITY FOR SUCH PURPOSES.

NOTICE OF ADOPTION OF THE CITY OF WYOMING ORDINANCE NO. 2022-02 AN ORDINANCE IMPLEMENTING AN ELECTRIC SERVICE FRANCHISE FEE ON NORTHERN STATES POWER COMPANY, A MINNESOTA CORPORATION, ITS SUCCESSORS AND ASSIGNS, FOR PROVIDING ELECTRIC SERVICE WITHIN THE CITY OF WYOMING, MINNESOTA.

NOTICE OF ADOPTION OF THE CITY OF WYOMING ORDINANCE NO. 2022-03 AN ORDINANCE GRANTING TO NORTHERN STATES POWER COMPANY, A MINNESOTA CORPORATION, ITS SUCCESSORS AND ASSIGNS, PERMISSION TO ERECT A GAS DISTRIBUTION SYSTEM FOR THE PURPOSES OF CONSTRUCTING, OPERATING, REPAIRING AND MAINTAINING IN THE CITY OF WYOMING, MINNESOTA, THE NECESSARY GAS PIPES, MAINS AND APPURTENANCES FOR THE TRANSMISSION OR DISTRIBUTION OF GAS TO THE CITY AND ITS

INHABITANTS AND OTHERS AND TRANSMITTING GAS INTO AND THROUGH THE CITY AND TO USE THE PUBLIC GROUNDS AND PUBLIC WAYS OF THE CITY FOR SUCH PURPOSES.

NOTICE OF ADOPTION OF THE CITY OF WYOMING ORDINANCE NO. 2022-04 AN ORDINANCE IMPLEMENTING A GAS SERVICE FRANCHISE FEE ON NORTHERN STATES POWER COMPANY, A MINNESOTA CORPORATION, ITS SUCCESSORS AND ASSIGNS, FOR PROVIDING GAS SERVICE WITHIN THE CITY OF WYOMING, MINNESOTA.

TO WHOM IT MAY CONCERN:

NOTICE IS HEREBY GIVEN that on the 2 day of February 2022, the City Council of the City of Wyoming adopted Ordinances amending Appendix I of the City Code. The new Ordinances are entitled:

ORDINANCE NO. 2022-01

AN ORDINANCE GRANTING TO NORTHERN STATES POWER COMPANY, A MINNESOTA CORPORATION, ITS SUCCESSORS AND ASSIGNS, PERMISSION TO CONSTRUCT, OPERATE, REPAIR AND MAINTAIN IN THE CITY OF WYOMING, MINNESOTA, AN ELECTRIC DISTRIBUTION SYSTEM AND TRANSMISSION LINES, INCLUDING NECESSARY POLES, LINES, FIXTURES AND APPURTENANCES, FOR THE FURNISHING OF ELECTRIC ENERGY TO THE CITY, ITS INHABITANTS, AND OTHERS, AND TO USE THE PUBLIC GROUNDS AND PUBLIC WAYS OF THE CITY FOR SUCH PURPOSES.

ORDINANCE NO. 2022-02

AN ORDINANCE IMPLEMENTING AN ELECTRIC SERVICE FRANCHISE FEE ON NORTHERN STATES POWER COMPANY, A MINNESOTA CORPORATION, ITS SUCCESSORS AND ASSIGNS, FOR PROVIDING ELECTRIC SERVICE WITHIN THE CITY OF WYOMING, MINNESOTA.

ORDINANCE NO. 2022-03

AN ORDINANCE GRANTING TO NORTHERN STATES POWER COMPANY, A MINNESOTA CORPORATION, ITS SUCCESSORS AND ASSIGNS, PERMISSION TO ERECT A GAS DISTRIBUTION SYSTEM FOR THE PURPOSES OF CONSTRUCTING, OPERATING, REPAIRING AND MAINTAINING IN THE CITY OF WYOMING, MINNESOTA, THE NECESSARY GAS PIPES, MAINS AND APPURTENANCES FOR THE TRANSMISSION OR DISTRIBUTION OF GAS TO THE CITY AND ITS INHABITANTS AND OTHERS AND TRANSMITTING GAS INTO AND THROUGH THE CITY AND TO USE THE PUBLIC GROUNDS AND PUBLIC WAYS OF THE CITY FOR SUCH PURPOSES.

ORDINANCE NO. 2022-04

**AN ORDINANCE IMPLEMENTING A GAS SERVICE FRANCHISE FEE ON
NORTHERN STATES POWER COMPANY, A MINNESOTA CORPORATION, ITS
SUCCESSORS AND ASSIGNS, FOR PROVIDING GAS SERVICE WITHIN THE CITY
OF WYOMING, MINNESOTA.**

NOTICE IS FURTHER GIVEN that the ordinances create a franchise fee which is a charge that is paid to the city from utility companies (electric and natural gas) for the use of city-owned, public right-of-way. This fee is then passed on to utility customers. The costs associated with maintaining the city's aging street infrastructure are climbing rapidly resulting in the need to identify a sustainable funding source to support Wyoming's road network. By implementing franchise fees and dedicating the funds to street maintenance, the city would be able to equitably distribute the financial burden of these costs across all properties that generate traffic on our roads. These would include tax exempt parcels including non-profits, government, and schools.

NOTICE IS FURTHER GIVEN that a printed copy of the entire ordinance is available for inspection by any person during the City Clerk's regular office hours in the City Hall located at 26885 Forest Boulevard, Wyoming, Minnesota. Furthermore, proof of publication of the title and summary shall be recorded in the ordinance book of the City Wyoming within 10 days of publication of the title and summary.

Hereupon said Resolution was declared duly passed and adopted this 2nd day of February 2022.

Lisa Iverson, Mayor

ATTEST:

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

Robb Linwood, City Clerk

ELECTRIC FRANCHISE ORDINANCE

ORDINANCE NO. 2022-05 APPENDIX J

CITY OF WYOMING, CHISAGO COUNTY, MINNESOTA

AN ORDINANCE GRANTING TO CONNEXUS ENERGY, A MINNESOTA COOPERATIVE CORPORATION, ITS SUCCESSORS AND ASSIGNS, PERMISSION TO CONSTRUCT, OPERATE, REPAIR AND MAINTAIN IN THE CITY OF WYOMING, MINNESOTA, AN ELECTRIC DISTRIBUTION SYSTEM AND TRANSMISSION LINES, INCLUDING NECESSARY POLES, LINES, FIXTURES AND APPURTENANCES, FOR THE FURNISHING OF ELECTRIC ENERGY TO THE CITY, ITS INHABITANTS, AND OTHERS, AND TO USE THE PUBLIC GROUNDS AND PUBLIC WAYS OF THE CITY FOR SUCH PURPOSES.

THE CITY COUNCIL OF THE CITY OF WYOMING, CHISAGO COUNTY, MINNESOTA, ORDAINS:

SECTION 1. DEFINITIONS.

For purposes of this Ordinance, the following capitalized terms listed in alphabetical order shall have the following meanings:

- 1.1 City. The City of Wyoming, County of Chisago, State of Minnesota.
- 1.2 City Utility System. Facilities used for providing non-energy related public utility service owned or operated by City or agency thereof, including sewer and water service, but excluding facilities for providing heating, lighting or other forms of energy.
- 1.3 Company. Connexus Energy, a Minnesota cooperative corporation, its successors and assigns.
- 1.4 Electric Facilities. Electric transmission and distribution towers, poles, lines, guys, anchors, conduits, fixtures, and necessary appurtenances owned or operated by Company for the purpose of providing electric energy for public use.
- 1.5 Notice. A written notice served by one party on the other party referencing one or more provisions of this Ordinance. Notice to Company shall be mailed to the Chief Executive Officer, Connexus Energy, 14601 Ramsey Boulevard N.W., Ramsey, Minnesota 55303-6024. Notice to the City shall be mailed to the City Administrator, at City of Wyoming P.O Box 188, Wyoming, MN 55092. Either party may change its respective address for the purpose of this Ordinance by written notice to the other party.
- 1.6 Public Ground. Land owned by the City for park, open space or similar purpose, which is held for use in common by the public.
- 1.7 Public Way. Any street, alley, walkway or other public right-of-way within the City.

SECTION 2. ADOPTION OF FRANCHISE.

2.1 Grant of Franchise. City hereby grants Company, for a period of 20 years from the date passed and approved by the City, the right to transmit and furnish electric energy for light, heat, power and other purposes for public and private use within and through the limits of the City as its boundaries now exist or as they may be extended in the future. For these purposes, Company may construct, operate, repair and maintain Electric Facilities in, on, over, under and across the Public Grounds and Public Ways of City, subject to the provisions of this Ordinance. Company may do all reasonable things necessary or customary to accomplish these purposes, subject, however, to such reasonable regulations as may be imposed by the City pursuant to ordinance and to the further provisions of this franchise agreement.

2.2 Effective Date; Written Acceptance. This franchise agreement shall be in force and effect from and after passage of this Ordinance, its acceptance by Company, and its publication as required by law. The City, by Council resolution, may revoke this franchise agreement if Company does not file a written acceptance with the City within 90 days after publication.

2.3 Service and Rates. The service to be provided and the rates to be charged by Company for electric service in City are established by Company's Board of Directors. The area within the City in which Company may provide electric service is subject to the provisions of Minnesota Statutes, Section 216B.40.

2.4 Publication Expense. The expense of publication of this Ordinance will be paid by City.

2.5 Dispute Resolution. If either party asserts that the other party is in default in the performance of any obligation hereunder, the complaining party shall notify the other party of the default and the desired remedy. The notification shall be written. Representatives of the parties must promptly meet and attempt in good faith to negotiate a resolution of the dispute. If the dispute is not resolved within 30 days of the written notice, the parties may jointly select a mediator to facilitate further discussion. The parties will equally share the fees and expenses of this mediator. If a mediator is not used, or if the parties are unable to resolve the dispute within 30 days after first meeting with the selected mediator, either party may commence an action in District Court to interpret and enforce this franchise or for such other relief as may be permitted by law or equity for breach of contract, or either party may take any other action permitted by law.

SECTION 3. LOCATION, OTHER REGULATIONS.

3.1 Location of Facilities. Electric Facilities shall be located, constructed and maintained so as not to interfere with the safety and convenience of ordinary travel along and over Public Ways and so as not to disrupt normal operation of any City Utility System previously installed therein. Electric Facilities shall be located on Public Grounds as determined by the City. Company's construction, reconstruction, operation, repair, maintenance and location of Electric Facilities shall be subject to permits if required by separate ordinance and to other reasonable regulations of the City to the extent not inconsistent with the terms of this franchise agreement. Company may abandon underground Electric Facilities in place, provided, at the City's request, Company will remove abandoned metal or concrete encased conduit which interfere with a City improvement project, but only to the extent such abandoned metal or concrete encased conduit are uncovered by excavation as part of the City improvement project.

3.2 Field Locations. Company shall provide field locations for its underground Electric Facilities within City consistent with the requirements of Minnesota Statutes, Chapter 216D.

3.3 Street Openings. Company shall not open or disturb any Public Ground or Public Way for any purpose without first having obtained a permit from the City, if required by a separate ordinance, for which the City may impose a reasonable fee. Permit conditions imposed on Company shall not be more burdensome than those imposed on other utilities for similar facilities or work. Company may, however, open and disturb any Public Ground or Public Way without permission from the City where an emergency exists requiring the immediate repair of Electric Facilities. In such event Company shall notify the City by telephone to the office designated by the City as soon as practicable. Not later than the second working day thereafter, Company shall obtain any required permits and pay any required fees.

3.4 Restoration. After undertaking any work requiring the opening of any Public Ground or Public Way, Company shall restore the same in accordance with Minnesota Rule 7819.1100, including paving and its foundation, to as good a condition as formerly existed, and shall maintain any paved surface in good condition for one year thereafter. The work shall be completed as promptly as weather permits, and if Company shall not promptly perform and complete the work, remove all dirt, rubbish, equipment and material, and put the Public Ground or Public Way in the said condition, the City shall have, after demand to Company to cure and the passage of a reasonable period of time following the demand, but not to exceed five days, the right to make the restoration at the expense of Company. Company shall pay to the City the cost of such work done for or performed by the City. This remedy shall be in addition to any other remedy available to the City for noncompliance with this Section 3.4, but the City hereby waives any requirement for Company to post a construction performance bond, certificate of insurance, letter of credit or any other form of security or assurance that may be required, under a separate existing or future ordinance of the City, of a person or entity obtaining the City's permission to install, replace or maintain facilities in a Public Way.

3.5 Avoid Damage to Electric Facilities. Nothing in this Ordinance relieves any person from liability arising out of the failure to exercise reasonable care to avoid damaging Electric Facilities while performing any activity.

3.6 Notice of Improvements. No less than four weeks prior to implementation, the City must give Company reasonable notice of plans for improvements to Public Grounds or Public Ways where the City has reason to believe that Electric Facilities may affect or be affected by the improvement. The notice must contain: (i) the nature and character of the improvements, (ii) the Public Grounds and Public Ways upon which the improvements are to be made, (iii) the extent of the improvements, (iv) the time when the City will start the work, and (v) if more than one Public Ground or Public Way is involved, the order in which the work is to proceed. The notice must be given to Company within a sufficient length of time in advance of the actual commencement of the work to permit Company to make any necessary additions, alterations or repairs to its Electric Facilities.

3.7 Shared Use of Poles. Company shall make space available on its poles or towers for City fire, water utility, police or other City facilities upon terms and conditions acceptable to Company whenever such use will not interfere with the use of such poles or towers by Company, by another electric utility, by a telephone utility, or by any cable television company or other form of communication company. In addition, the City shall pay for any added cost incurred by Company because of such use by City.

SECTION 4. RELOCATIONS.

4.1 Relocation of Electric Facilities in Public Ways. If the City determines to vacate a Public Way for a City improvement project, or at City's cost to grade, regrade, or change the line of any Public Way, or construct or reconstruct any City Utility System in any Public Way, it may order Company to relocate its Electric Facilities located therein if relocation is reasonably necessary to accomplish the City's proposed public improvement. Except as provided in Section 4.3, Company shall relocate its Electric Facilities at its own expense when replacing existing facilities with same or similar facilities. If current facilities are above ground and City requires them to be buried, City shall pay for the difference, (if any) of burying facilities versus leaving above ground. The City shall give Company reasonable notice of plans to vacate for a City improvement project, or to grade, regrade, or change the line of any Public Way or to construct or reconstruct any City Utility System. If a relocation is ordered within five years of a prior relocation of the same Electric Facilities, which was made at Company expense, the City shall reimburse Company for non-betterment costs on a time and material basis, provided that if a subsequent relocation is required because of the extension of a City Utility System to a previously unserved area, Company may be required to make the subsequent relocation at its expense. Nothing in this Ordinance requires Company to relocate, remove, replace or reconstruct at its own expense its Electric Facilities where such relocation, removal, replacement or reconstruction is solely for the convenience of the City and is not reasonably necessary for the construction or reconstruction of a Public Way or City Utility System or other City improvement.

4.2 Relocation of Electric Facilities in Public Ground. City may require Company, at Company's expense, to relocate or remove its Electric Facilities from Public Ground upon a finding by City that the Electric Facilities have become or will become a substantial impairment to the existing or proposed public use of the Public Ground.

4.3 Projects with Federal Funding. City shall not order Company to remove or relocate its Electric Facilities when a Public Way is vacated, improved or realigned for a right-of-way project or any other project which is financially subsidized in whole or in part by the Federal Government or any agency thereof, unless the reasonable non-betterment costs of such relocation are first paid to Company. The City is obligated to pay Company only for those portions of its relocation costs for which City has received federal funding specifically allocated for relocation costs in the amount requested by the Company, which allocated funding the City shall specifically request. Relocation, removal or rearrangement of any Company Electric Facilities made necessary because of a federally-aided highway project shall be governed by the provisions of Minnesota Statutes, Section 161.46, as supplemented or amended. It is understood that the rights herein granted to Company are valuable rights.

4.4 No Waiver. The provisions of this franchise apply only to facilities constructed in reliance on a franchise from the City and shall not be construed to waive or modify any rights obtained by Company for installations within a Company right-of-way acquired by easement or prescriptive right before the applicable Public Ground or Public Way was established, or Company's rights under state or county permit.

SECTION 5. TREE TRIMMING.

Company may trim all trees and shrubs in the Public Grounds and Public Ways of City to the extent Company finds necessary to avoid interference with the proper construction, operation, repair and

maintenance of any Electric Facilities installed hereunder, provided that Company shall save the City harmless from any liability arising therefrom, and subject to permit or other reasonable regulation by the City.

SECTION 6. INDEMNIFICATION.

6.1 Indemnity of City. Company shall indemnify, keep and hold the City free and harmless from any and all liability on account of injury to persons or damage to property occasioned by the construction, maintenance, repair, inspection, the issuance of permits, or the operation of the Electric Facilities located in the Public Grounds and Public Ways. The City shall not be indemnified for losses or claims occasioned through its own negligence except for losses or claims arising out of or alleging the City's negligence as to the issuance of permits for, or inspection of, Company's plans or work. The City shall not be indemnified if the injury or damage results from the performance in a proper manner, of acts reasonably deemed hazardous by Company, and such performance is nevertheless ordered or directed by City after notice of Company's determination.

6.2 Defense of City. In the event a suit is brought against the City under circumstances where this agreement to indemnify applies, Company at its sole cost and expense shall defend the City in such suit if written notice thereof is promptly given to Company within a period wherein Company is not prejudiced by lack of such notice. If Company is required to indemnify and defend, it will thereafter have control of such litigation, but Company may not settle such litigation without the consent of the City, which consent shall not be unreasonably withheld. This section is not, as to third parties, a waiver of any defense or immunity otherwise available to the City and Company, in defending any action on behalf of the City, shall be entitled to assert in any action every defense or immunity that the City could assert in its own behalf.

SECTION 7. VACATION OF PUBLIC WAYS.

The City shall give Company at least two weeks prior written notice of a proposed vacation of a Public Way. Except where required for a City improvement project, the vacation of any Public Way, after the installation of Electric Facilities, shall not operate to deprive Company of its rights to operate and maintain such Electric Facilities, until the reasonable cost of relocating the same and the loss and expense resulting from such relocation are first paid to Company. In no case, however, shall City be liable to Company for failure to specifically preserve a right-of-way under Minnesota Statutes, Section 160.29. In accordance with Minnesota Rules, Part 7819.3200, if City's order directing vacation of the Public Way does not require relocation of Company's Electric Facilities, the vacation proceeding shall not be deemed to deprive Company of its right to continue to use the right-of-way of the former Public Way for its Electric Facilities installed prior to such order of vacation.

SECTION 8. CHANGE IN FORM OF GOVERNMENT.

Any change in the form of government of the City shall not affect the validity of this Ordinance. Any governmental unit succeeding the City shall, without the consent of Company, succeed to all of the rights and obligations of the City provided in this Ordinance.

SECTION 9. FRANCHISE FEE.

9.1 Fee Schedule. During the term of the franchise hereby granted, and in lieu of any permit or other fees being imposed on Company, the City may impose on Company a franchise fee by collecting the amounts indicated in a Fee Schedule set forth in a separate ordinance from each customer in the designated Company Customer Class. The parties have agreed that the franchise fee collected by the Company and paid to the City in accordance with this Section 9 shall not exceed 5% of the Company's Gross Revenues, as hereinafter defined, by collecting the amounts calculated on a flat fee basis.

9.2 Separate Ordinance. The franchise fee shall be imposed by a separate ordinance duly adopted by the City Council, which ordinance shall not be adopted until at least 90 days after written notice enclosing such proposed ordinance has been served upon Company by certified mail. The fee shall not become effective until the beginning of a Company billing month at least 90 days after written notice enclosing such adopted ordinance has been served upon Company by certified mail. Section 2.5 shall constitute the sole remedy for solving disputes between Company and the City in regard to the interpretation of, or enforcement of, the separate ordinance. No action by the City to implement a separate franchise fee ordinance will commence until this Ordinance is effective. A separate ordinance which imposes a lesser franchise fee on the residential class of customers than the maximum amount set forth in Section 9.1 above shall not be effective against Company unless the fee imposed on each other customer classification is reduced proportionately in the same or greater amount per class as the reduction represented by the lesser fee on the residential class.

9.3 Terms Defined. For the purpose of this Section 9, the following definitions apply:

9.3.1 "Customer Class" shall refer to the classes listed on the Fee Schedule as defined or determined in Company's rate book.

9.3.2 "Fee Schedule" refers to the schedule in Section 9.1 setting forth the various customer classes from which a franchise fee would be collected if a separate ordinance were implemented immediately after the effective date of this franchise agreement. The Fee Schedule in the separate ordinance may include new Customer Class added by Company to its electric tariffs after the effective date of this franchise agreement.

9.3.3 "Gross Revenue" means all sums, excluding any surcharge or similar addition to the Company's charges to customers for the purpose of reimbursing the Company for the cost resulting from the franchise fee, received by the Company from the sale of electricity to its retail customers within the corporate limits of the City.

9.4 Collection of the Fee. The franchise fee shall be payable quarterly and shall be based on the amount collected by Company during complete billing months during the period for which payment is to be made by imposing a surcharge equal to the designated franchise fee for the applicable

customer classification in all customer billings for electric service in each class. The payment shall be due the last business day of the month following the period for which the payment is made. The franchise fee may be changed by ordinance from time to time; however, each change shall meet the same notice requirements and not occur more often than annually and no change shall require a collection from any customer for electric service in excess of the amounts specifically permitted by this Section 9. No franchise fee shall be payable by Company if Company is legally unable to first collect an amount equal to the franchise fee from its customers in each applicable class of customers by imposing a surcharge in Company's applicable rates for electric service. Company may pay the City the fee based upon the surcharge billed subject to subsequent reductions to account for uncollectibles, refunds and correction of erroneous billings. Company agrees to make its records available for inspection by the City at reasonable times provided that the City and its designated representative agree in writing not to disclose any information which would indicate the amount paid by any identifiable customer or customers or any other information regarding identified customers.

9.5 Equivalent Fee Requirement. The separate ordinance imposing the fee shall not be effective against Company unless it lawfully imposes and the City monthly or more often collects a fee or tax of the same or greater equivalent amount on the receipts from sales of energy within the City by any other energy supplier, provided that, as to such a supplier, the City has the authority to require a franchise fee or to impose a tax. The "same or greater equivalent amount" shall be measured, if practicable, by comparing amounts collected as a franchise fee from each similar customer, or by comparing, as to similar customers the percentage of the annual bill represented by the amount collected for franchise fee purposes. The franchise fee or tax shall be applicable to energy sales for any energy use related to heating, cooling or lighting, or to run machinery and appliances, but shall not apply to energy sales for the purpose of providing fuel for vehicles. If the Company specifically consents in writing to a franchise or separate ordinance collecting or failing to collect a fee from another energy supplier in contravention of this Section 9.5, the foregoing conditions will be waived to the extent of such written consent.

9.6 Notification Requirement. In addition to the required proceedings and notification of the public by the City, a joint letter will be sent on behalf of the City and Company clearly explaining the purpose and use of the fee, the fee schedule including frequency of billing which clearly state Connexus is required under law to bill and collect the fee and distribute funds back to the City. Connexus is not profiting in any way by administer the franchise fee. The City will be responsible for the cost associated with the notification requirement.

SECTION 10. SERVICE RELIABILITY.

The Company and the City shall meet as needed upon thirty (30) day written notice from either party at a mutually convenient time to discuss items of concern or interest relating to the Company's service reliability in the City, compared to other service areas, infrastructure plans for the coming year and other matters raised by the City or the Company. Upon request thirty (30) day written request, the Company shall produce reports comparing its service record in the City to other service areas and provide, among other reasonably required data,

SECTION 11. PROVISIONS OF ORDINANCE.

11.1 Severability. Every section, provision, or part of this Ordinance is declared separate from every other section, provision, or part and if any section, provision, or part shall be held invalid,

it shall not affect any other section, provision, or part. Where a provision of any other City ordinance conflicts with the provisions of this Ordinance, the provisions of this Ordinance shall prevail.

11.2 Limitation on Applicability. This Ordinance constitutes a franchise agreement between the City and Company as the only parties, and no provision of this franchise shall in any way inure to the benefit of any third person (including the public at large) so as to constitute any such person as a third party beneficiary of the agreement or of any one or more of the terms hereof, or otherwise give rise to any cause of action in any person not a party hereto.

SECTION 12. AMENDMENT PROCEDURE.

Either party to this franchise agreement may at any time propose that the agreement be amended to address a subject of concern and the other party will consider whether it agrees that the amendment is mutually appropriate. If an amendment is agreed upon, this Ordinance may be amended at any time by the City passing a subsequent ordinance declaring the provisions of the amendment, which amendatory ordinance shall become effective upon the filing of Company's written consent thereto with the City Clerk within 90 days after the date of final passage by the City of the amendatory ordinance.

SECTION 13. PREVIOUS FRANCHISES SUPERSEDED.

This franchise supersedes any previous electric franchise granted to Company or its predecessor.

This Ordinance shall be in full force and effect from and after its adoption and publication as required by law.

Passed by the City Council of the City of Wyoming this 2 day of February 2022.

Lisa Iverson, Mayor

Attest:

Robb Linwood, City Administrator/Clerk

Date Published:_____

ORDINANCE NO. 2022-06
APPENDIX J

CITY OF WYOMING, CHISAGO COUNTY, MINNESOTA

AN ORDINANCE MODIFYING THE ELECTRIC FRANCHISE FEE ON CONEXUS ENERGY FOR PROVIDING ELECTRIC SERVICE WITHIN THE CITY OF WYOMING.

THE CITY COUNCIL OF THE CITY OF WYOMING, CHISAGO COUNTY, MINNESOTA, ORDAINS:

SECTION 1. The City of Wyoming Code of Ordinances is hereby amended as follows:

Subdivision 1. Purpose. The Wyoming City Council has determined that it is in the best interest of the City to impose a franchise fee on those public utility companies that provide natural gas and electric services within the City of Wyoming

(a) Pursuant to City Ordinance No. 2022-05, a Franchise Agreement between the City and Connexus Energy, the City has the right to impose a franchise fee on Connexus Energy in amount and fee design as authorized in Section 9.1 of the Connexus Energy Franchise.

(b) Pursuant to City Ordinance No. 2022-05, the City exercised its right to impose a franchise fee on Connexus Energy. This includes the right to modify the fee amount with the consent of Connexus Energy as to amount and notice period, to which Connexus Energy has consented.

Subd. 2. Franchise Fee Statement. Pursuant to Ordinance No. 2022-06 the franchise fee imposed on Connexus Energy under its Electric Franchise is hereby amended. The amended fee schedule is attached hereto and made a part of this ordinance, commencing with the Connexus Energy's Wyoming billing month.

Subd. 3. Payment and Fee Design. The franchise fee shall be payable to the City in accordance with the terms set forth in Section 9.4 of the Franchise Agreement.

a) This fee is an account based fee and not a meter based fee. An account includes all electric meters located on a single property or premises that have the same address and property owner.

b) Properties with a single address and owner shall pay the largest fee that applies to any one of their meters.

d) Separately metered space rented to tenants other than the owner shall pay a fee for each tenant meter.

e) The City Administrator, or his designee, is authorized to determine the appropriate implementation of this Section 3.2. Appeals from decisions of the staff may be taken to the City Council.

Subd. 4. Record Support for Payment. Connexus Energy shall make each payment when due and, if requested by the City, shall provide at the time of each payment a statement summarizing how the franchise fee payment was determined, including information showing any adjustments to the total surcharge billed in the period for which the payment is being made to account for any uncollectibles, refunds or error corrections.

Subd. 5. Enforcement. Any dispute, including enforcement of a default regarding this ordinance will be resolved in accordance with Section 2.5 the Franchise Agreement.

Subd. 6. Effective Date of Franchise Fee. Notwithstanding the effective date of this ordinance and notwithstanding any contrary provisions in the Franchise, the effective date of the fee collected under Subdivision 2 of this ordinance is the later of ten (10) days after the publication or after the sending of written notice enclosing a copy of this adopted ordinance upon Connexus Energy by certified mail.

Subd. 7. Fee Review.. If the Council deems it to be in the City's best interest to continue the fee in its current form, no Council action is necessary. If the Council deems it to be in the City's best interest to terminate or modify the fee, the Council shall give Connexus at least sixty (60) days written notice prior to the proposed change. Subject to the City's rights under Minnesota law, the City shall obtain the consent of Connexus to any proposed increase in the fee but may unilaterally decrease or terminate the fee.

Subd. 8. The City recognizes that Connexus Energy will surcharge its customers in the City the amount of the fee.

SECTION 2. This ordinance takes effect as provided herein.

Read and passed by the City Council of the City of Wyoming this 2nd day of February, 2022.

EXHIBIT A

CONNEXUS ENERGY ELECTRIC FRANCHISE FEE SCHEDULE

<u>Class</u>	<u>Fee or % Per Month</u>
Residential	\$3.75
Small Commercial/Industrial (Non Demand)	\$3.75
General Commercial/Industrial (Demand)	\$25.00
Large Commercial/Industrial (> 1 MW Demand)	\$150.00

FRANCHISE FEES ARE TO BE COLLECTED BY THE UTILITY IN THE AMOUNTS SET FORTH IN THE ABOVE SCHEDULE, AND SUBMITTED TO THE CITY ON A QUARTERLY BASIS AS FOLLOWS:

January through March collections due by April 30.
April through June collections due by July 31.
July through September collections due by October 31.
October through December collections due by January 31.

Passed and approved: February 2, 2022.

Lisa Iverson, Mayor

Attest:

Robb Linwood, City Administrator

SEAL

RESOLUTION NO. 22-02-16

RESOLUTION ADOPTING AND APPROVING A SUMMARY PUBLICATION FOR ORDINANCES 2022-05, 2022-06, AN ORDINANCE AMENDING THE CITY OF WYOMING CODE OF ORDINANCES, APPENDIX J ELECTRIC FRANCHISE CONEXUS ENERGY.

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

WHEREAS, the City has adopted the City of Wyoming Ordinances, No. 2022-05, 2022-06, an ordinance amending Appendix J of the City Code; and

WHEREAS, the City Council has determined that publication of the title of the ordinances and a summary of the ordinances would clearly inform the public of the intent and effect of the ordinances.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Wyoming hereby directs the City Clerk to cause to be published in the Forest Lake Times the following notices:

NOTICE OF ADOPTION OF THE CITY OF WYOMING ORDINANCE NO. 2022-05 AN ORDINANCE GRANTING TO CONNEXUS ENERGY, A MINNESOTA COOPERATIVE CORPORATION, ITS SUCCESSORS AND ASSIGNS, PERMISSION TO CONSTRUCT, OPERATE, REPAIR AND MAINTAIN IN THE CITY OF WYOMING, MINNESOTA, AN ELECTRIC DISTRIBUTION SYSTEM AND TRANSMISSION LINES, INCLUDING NECESSARY POLES, LINES, FIXTURES AND APPURTENANCES, FOR THE FURNISHING OF ELECTRIC ENERGY TO THE CITY, ITS INHABITANTS, AND OTHERS, AND TO USE THE PUBLIC GROUNDS AND PUBLIC WAYS OF THE CITY FOR SUCH PURPOSES.

NOTICE OF ADOPTION OF THE CITY OF WYOMING ORDINANCE NO. 2022-06 AN ORDINANCE MODIFYING THE ELECTRIC FRANCHISE FEE ON CONEXUS ENERGY FOR PROVIDING ELECTRIC SERVICE WITHIN THE CITY OF WYOMING.

TO WHOM IT MAY CONCERN:

NOTICE IS HEREBY GIVEN that on the 2 day of February 2022, the City Council of the City of Wyoming adopted Ordinances amending Appendix J of the City Code. The new Ordinances are entitled:

ORDINANCE NO. 2022-05

AN ORDINANCE GRANTING TO CONNEXUS ENERGY, A MINNESOTA COOPERATIVE CORPORATION, ITS SUCCESSORS AND ASSIGNS, PERMISSION TO CONSTRUCT, OPERATE, REPAIR AND MAINTAIN IN THE CITY OF WYOMING, MINNESOTA, AN ELECTRIC DISTRIBUTION SYSTEM AND TRANSMISSION LINES, INCLUDING NECESSARY POLES, LINES, FIXTURES AND APPURTENANCES, FOR THE FURNISHING OF ELECTRIC ENERGY TO THE CITY, ITS INHABITANTS, AND OTHERS, AND TO USE THE PUBLIC GROUNDS AND PUBLIC WAYS OF THE CITY FOR SUCH PURPOSES.

ORDINANCE NO. 2022-06

AN ORDINANCE MODIFYING THE ELECTRIC FRANCHISE FEE ON CONEXUS ENERGY FOR PROVIDING ELECTRIC SERVICE WITHIN THE CITY OF WYOMING.

NOTICE IS FURTHER GIVEN that the ordinances create a franchise fee which is a charge that is paid to the city from utility companies (electric and natural gas) for the use of city-owned, public right-of-way. This fee is then passed on to utility customers. The costs associated with maintaining the city's aging street infrastructure are climbing rapidly resulting in the need to identify a sustainable funding source to support Wyoming's road network. By implementing franchise fees and dedicating the funds to street maintenance, the city would be able to equitably distribute the financial burden of these costs across all properties that generate traffic on our roads. These would include tax exempt parcels including non-profits, government, and schools.

NOTICE IS FURTHER GIVEN that a printed copy of the entire ordinance is available for inspection by any person during the City Clerk's regular office hours in the City Hall located at 26885 Forest Boulevard, Wyoming, Minnesota. Furthermore, proof of publication of the title and summary shall be recorded in the ordinance book of the City Wyoming within 10 days of publication of the title and summary.

Hereupon said Resolution was declared duly passed and adopted this 2nd day of February 2022.

Lisa Iverson, Mayor

ATTEST:

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

Robb Linwood, City Clerk



Request for Council Action

Date: January 28, 2022

Presented to: Mayor Iverson and City Council Members

Presented by: Robb Linwood, City Administrator

Department: Administration

Reference: Construction Management Request for Proposals (RFP)

Method: New Business

Background Information:

The City of Wyoming (City) is requesting proposals from selected firms for construction management services for the construction of a new public safety facility including police department offices, garage, fire apparatus bay and associated administrative spaces, as well as a new EOC for the City. The decision to bring on a Construction Manager (CM) is to facilitate the cost exploration and sequencing of work for the efficient and proper allocation of the available funds. The CM will be part of an integrated team to assure that the scope of work and the goals of the City are properly aligned through the design process. Wold Architects (Wold) of St Paul, Minnesota, has been selected as the project architects for this work.

Work for the City may include projects requiring multi-phased or multiple bid packages which are expected to benefit from the Construction Management method. The Construction Manager will assist the City and the Architect to determine what portion of the work will benefit from different scheduling and bid packaging opportunities.

While price and fees are a factor, this is not a price competition. The City's selection will be based upon qualifications and experience with similar projects. The City will evaluate proposals and enter into negotiations with a preferred Construction Manager based on an evaluation of the proposals, participation during the interview process and reference checks.

A construction project manager's duty is to provide objective project management and technical expertise to represent the best interests of the owner and the project. As the owner's representative, the construction manager will view the project from a comprehensive perspective and typically manage the entire process: feasibility, entitlement,



CITY OF WYOMING

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

preconstruction, coordination of design, budget, schedule, quality and function, risk management, retention and coordination of the project team.

Professional construction managers utilize specialized project management techniques to manage the planning, design and construction of a project from beginning to end. They are fluent in construction methods and technologies, interpret contracts and technical drawings and have the depth of experience to develop the optimal project plan. Construction managers issue and coordinate the bidding process for all required team members, advise the owner on the most appropriate project team and manage them to bring out their best work. They coordinate engineering, architecture, contractors and specialty consultants. Acting as the owner's project liaison, they coordinate required disciplines, often can identify problems in advance, mitigate change orders and ensure quality.

Most savings opportunities are identified during the early planning and preconstruction phases when a comprehensive scope of work is established and the total project budget is defined. The construction manager should be brought on board early to provide critical project budgeting techniques, cost estimating services and vital input on the developing design and project plan. They will offer improvements and critical feedback on scope decisions and their cost implications, all of which need to be explored and weighed against schedule. This approach to budget and schedule is an improvement to the change order process later in construction as there will be less opportunity for change orders and budget increases to occur. Throughout the life-cycle of the project, the construction manager will continue to refine and update budget and schedule estimates to maintain constant and strict cost control of the process to avoid costly surprises.

An optimal project team will include the owner (city), construction manager and architect to provide a "checks and balances" system that enables major design decisions to be made on the basis of cost, schedule and quality implications as well as aesthetics and function. Too often owners are asked to make decisions absent other variables that could cause delays or cost more than the contractor anticipated. In our experience, the owner should receive full information on all implications of a design issue or change in order to make an informed decision.

The use of construction scheduling techniques and the construction manager's input on the schedule should begin during the design phase and continue throughout the project. As project managers, it is their role to encourage all team members including the contractor, architects, engineers and consultants to participate in the development of the overall project schedule in order to identify problems in advance and mitigate change orders. A good construction manager reduces costs by accelerating the design and construction schedule.

Bidding procedure in construction and Change Order Controls. It takes an experienced construction manager to prepare bid packages for all the various scopes of services during the design phase to mitigate gaps, overlaps or ambiguities that may become opportunities for change orders by the contractor later on. During construction, the construction manager should review, analyze and negotiate change orders on the owner's behalf to minimize mid-project overruns. Through managing the bidding and change orders processes, the construction manager will strategize the best way to perform the maximum amount of work possible within budget and save on contracted costs.



PUBLIC SAFETY

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

A construction manager should establish quality controls through project and performance requirements early in the building program. This starts in preconstruction with the establishment of quality standards acceptable to the client and design team. Once specified, the contract documents should clarify all quality standards and a quality control inspection program instituted for the actual construction phase. Correcting deficient work is expensive and avoidable. As independent construction experts, the construction manager's staff will include highly qualified, multi-disciplinary personnel who ensure the design team, engineers and other professionals physically inspect the work to make sure it is in accordance with the contract documents, is of highest quality and is what you paid for.

Construction management is risk management. Risk, which is essentially anything that can go wrong is inherent in construction. A construction risk management plan should identify, analyze and mitigate risks to protect the owner from liability. Risk exposures can include financial risks from cost overruns, uncontrolled change orders or unstable market pricing; unforeseen site conditions such as hazardous materials; the potential for construction defects, accidents or mistakes; unrealistic expectations and contract and insurance disputes. Part of a construction manager's risk management strategy is to allocate risk fairly to other entities besides the owner. During construction, the construction manager mitigates risks through close monitoring of the work being performed.

An experienced construction manager delivers an overall better project and generally saves owners more than their own fees through better planning, cost and schedule savings, value engineering and reduced risk while balancing the competing goals of a project. Their expertise and focus on managing the project in the owner's best interests results in benefits on every level from risk management in contract and insurance issues to improved quality, budget and schedule controls. Most importantly, a skillful professional construction manager will create an environment of collaboration among the team and owner as they work toward a common goal—a building program completed on time and within budget that meets the project's goals and objectives.

The architects view most of the costs of the Construction Manager as part of the construction estimate. The actual Construction Manager fee can be anticipate to be between 2% and 4% of the construction costs.

Recommendation: To approve a Request for Proposals (RFP) for construction management services for the City of Wyoming Public Safety Project



PUBLIC SAFETY

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



REQUEST FOR PROPOSALS

Construction Management Services

**City of Wyoming
Public Safety Project**

February 2, 2022

CONSTRUCTION MANAGEMENT REQUEST FOR PROPOSALS

Wyoming Public Safety Project

**City of Wyoming
26885 Forest Blvd
Wyoming, MN 55092**

Background

The City of Wyoming (City) is requesting proposals from selected firms for construction management services for the construction of a new public safety facility including police department offices, garage, fire apparatus bay and associated administrative spaces, as well as a new EOC for the City. The decision to bring on a Construction Manager (CM) is to facilitate the cost exploration and sequencing of work for the efficient and proper allocation of the available funds. The CM will be part of an integrated team to assure that the scope of work and the goals of the City are properly aligned through the design process. Wold Architects (Wold) of St Paul, Minnesota, has been selected as the project architects for this work.

Invitation

This Request for Proposals consists of this document and attached documents included by reference. Three copies and an electronic file of the proposal are to be delivered in person or by certified/ express mail to City of Wyoming, Attn: Robb Linwood P.O Box 188; 26885 Forest Blvd, Wyoming, MN 55092. To be considered, all proposals must be received by 4:30 p.m. on February 18, 2022. The City of Wyoming reserves the right to overlook any technicalities and accept or reject any or all proposals in the best interest of the City and the project.

The Work

Work for the City may include projects requiring multi-phased or multiple bid packages which are expected to benefit from the Construction Management method. The Construction Manager will assist the City and the Architect to determine what portion of the work will benefit from different scheduling and bid packaging opportunities.

While price and fees are a factor, this is not a price competition. The City's selection will be based upon qualifications and experience with similar projects. The City will evaluate proposals and enter into negotiations with a preferred Construction Manager based on an evaluation of the proposals, participation during the interview process and reference checks.

TABLE OF CONTENTS

1.0 PROJECT INFORMATION

1.1 Project Overview

1.2 Project Contact Information

2.0 SCOPE OF SERVICES AND DELIVERABLES

2.1 PRECONSTRUCTION SERVICES

2.2 CONSTRUCTION AND POST-CONSTRUCTION SERVICES

3.0 PROPOSAL PROCESS, CONTENT AND SUBMISSION REQUIREMENTS

3.1 Proposal Timeline

3.2 Submission of Proposals

3.3 Proposal Content

4.0 EVALUATION, INTERVIEWS, AND CONTRACT AWARD

4.1 Evaluation Team

4.2 Evaluation Criteria

4.3 Interviews

4.4 Contract

APPENDIX A – CITY OF WYOMING REQUIREMENTS

APPENDIX B - FEE PROPOSAL

APPENDIX C – SCHEMATIC DESIGN INFORMATION

1.0 PROJECT INFORMATION

1.1 Project Overview

City of Wyoming is seeking Construction Management services for the delivery of the Public Safety Project located at Property ID # 21.00720.01, Wyoming, MN.

On January 4, 2022, the City Council authorized the City Administrator to enter a contract with Wold Architects to continue the project through the Design Development phase.

In 2020 the City approved Wold Architects to prepare a Space Needs Assessment and Master Planning for the City Hall, Fire Station, Police Station, and Public Works. Since that time Schematic Design has been completed for a combined Public Safety Facility

Schedule

- Design Underway, Completed Fall of 2022
- Bidding Assumed Fall of 2022
- Construction Duration Assumed 12 months, Starting Spring of 2023

Budget

- Construction Budget \$11.18 million
- Project Budget \$13.5 million

Key challenges for the CM to address are:

- Project staging to minimize operational disruptions to the site
- Maintaining project budget
- Delivering the project on schedule
- Construction site safety
- Commissioning existing/new facility systems

The CM scope of services includes:

- Project budget analysis, development, estimating, and tracking
- Agency coordination, permitting, and approvals
- Project management and project team management
- Value engineering, safety, sustainability, and quality standards review
- Design review and schedule development
- Project staging development and implementation
- Bidding services including bid analysis and recommendation
- Construction inspection and contract administration
- Management and coordination of final startup, testing, and occupancy

The project architects are Wold Architects. The principal-in-charge is Jonathan Loose.

This Request for Proposals is being sent to invited Construction Management Firms only.

Special attention to the Insurance requirements is needed. The City will provide Builders Risk Insurance Coverage.

Please submit your proposal as assuming Construction Management Advisor role. The City and selected contractor may discuss the potential to shift to a Construction Manager At-risk while negotiating a final contract.

1.2 Proposal Contact Information

City of Wyoming
Attn: Robb Linwood
P.O. Box 188; 26885 Forest Blvd.
Wyoming, MN 55092

Phone: (651) 462-0575

Email: rlinwood@wyomingmn.org

2.0 SCOPE OF SERVICES AND DELIVERABLES

2.1 PRECONSTRUCTION SERVICES

- 2.1.1 The Construction Manager (CM) shall review the program furnished by the City to ascertain the requirements of the Project and shall arrive at a mutual understanding of such requirements with the City.
- 2.1.2 The CM shall provide a preliminary evaluation of the City's program, schedule and construction budget requirements, each in terms of the other.
- 2.1.3 Based on design drawings being prepared by the Architect, the CM shall prepare preliminary estimates of Construction Cost for program requirements using area, volume or similar conceptual estimating techniques. The CM shall provide cost evaluations of alternative materials and systems.
- 2.1.4 The CM shall expeditiously review design documents during their development and advise on proposed site use and improvements, selection of materials, building systems and equipment, and methods of Project delivery. The CM shall provide recommendations on relative feasibility of construction methods, availability of materials and labor, time requirements for procurement, installation and construction, and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, and possible economies.
- 2.1.5 The CM shall prepare and periodically update a Project Schedule for the Architect's review and the City's acceptance. The CM shall obtain the Architect's approval for the portion of the project schedule relating to the performance of the Architect's services. In the Project Schedule, the CM shall coordinate and integrate the CM's services, the Architect's services and the City's responsibilities with anticipated construction schedules, highlighting critical and long-lead-time items.
- 2.1.6 The CM will conduct regular progress meetings as required by the City, but at least one each month. Minutes of each progress or special meeting will be recorded, transcribed and distributed by the CM to all attendees and all other appropriate parties within two (2) days after the meeting.
- 2.1.7 As the Architect progresses with the preparation of the Design Documents and Construction Documents, the CM shall prepare and update, at appropriate intervals agreed to by the City, CM and Architect, estimates of Construction Cost of increasing detail and refinement. These estimates shall be made available to the entire team and shall include detailed line items of all work by specification section based on quantity, unit

of measure and unit cost at a minimum. The estimated cost of each contract shall be indicated with supporting detail. Such estimates shall be provided for the Architect's review and the City approval. The CM shall advise the City and approved project budget and make recommendations for corrective action in writing. Estimates based on the preliminary design shall be performed at the beginning and end of Design Development and 95% Construction Documents. Constructability, sequencing and contractibility reviews shall be performed at each phase of design.

- 2.1.8 The CM shall consult with the City and Architect regarding the Construction documents and make recommendations whenever design details adversely affect constructability, cost or schedules. The Value Engineering, Life Cycle Cost analysis, evaluations for alternative materials and systems shall be performed prior to the beginning of the Construction Document phase if possible.
- 2.1.9 The CM will review, coordinate and integrate sustainable building cost concepts as identified by the project sustainability goals. The CM will closely monitor and manage the projects to assure the City sustainability goals are being met.
- 2.1.10 The CM shall provide recommendations and information to the City and Architect regarding the assignment of responsibilities for temporary Project facilities and equipment, materials and services for common use of the Contractors. The CM shall verify that such requirements and assignment of responsibilities are included in the proposed Contract Documents. Working in conjunction with the Architect, the Construction Manager shall write the general conditions, Supplementary/Special Conditions and Division I of the specifications for inclusion in joint or separate Project Manuals.
- 2.1.11 The CM shall provide recommendations and information to the City regarding the allocation of responsibilities for safety programs among the Contractors. The CM shall assume supervisory responsibility for safety and the protection of people on site.
- 2.1.12 The CM shall advise on the division of the Project into individual Contracts for various categories of work, including the method to be used for selecting Contractors and awarding Contracts. If multiple Contracts are to be awarded, the CM shall review the Construction Documents and make recommendations as required to provide that (1) the work of the Contractors is coordinated, (2) all requirements for the Project have been assigned to the appropriate Contract, (3) the likelihood of jurisdictional disputes has been minimized, and (4) proper coordination has been provided for phased construction. The CM shall review the design documents for clarity and completeness and make appropriate recommendations.
- 2.1.13 The CM shall prepare a Project construction schedule providing for the components of the work, including phasing of contractor, ordering and delivery of products requiring long lead time, and the occupancy requirements of the City. The CM shall provide the current Project construction schedule for each set of bidding documents.
- 2.1.14 The CM shall expedite and coordinate the ordering and delivery of materials requiring long lead time.
- 2.1.15 The CM shall assist the City in selecting, retaining and coordinating the professional services of surveyors, special consultants, commissioning agents, special inspectors and testing laboratories required for the Project.
- 2.1.16 The CM shall provide an analysis of the types and quantities of labor required for the project and review the availability of appropriate categories of labor required for critical

phases. The construction Manager shall make recommendations for actions designed to minimize adverse effects of labor shortages.

- 2.1.17 The CM will become familiar with and adhere to the City Contract Administration Guidelines in the quoting and/or bidding of any bid package. The City will approve all quote or bid processes.
- 2.1.18 The CM shall assist the City in obtaining information regarding applicable requirements for equal employment opportunity programs for inclusion in the Contract Documents.
- 2.1.19 Following the City's approval of the Construction Documents, the CM shall update and submit the latest estimate of Construction Cost and the Project construction schedule for the Architect's review and the City's approval.
- 2.1.20 The CM shall develop bidders' interest in the Project and establish bidding schedules in accordance with City contract administration guidelines. The CM, with the assistance of the Architect, shall issue bidding documents to bidders and conduct as-needed prebid conferences with prospective bidders. The CM shall assist the Architect with regard to questions from bidders and with the issuance of addenda.
- 2.1.21 The CM shall generate interest in the Project, advertise for the bids, solicit competitive bids, and conduct the bid opening. The CM will review each bid for conformity with the requirements of the bid package and contract documents and make recommendations to the City on the award of contracts or rejection of bids.
- 2.1.22 The CM shall provide the City with bid tabulations, proposal forms, bid securities, proposed contracts, and executed letters of authorization not less than ten (10) working days after bid opening.
- 2.1.23 The CM shall assist the City in preparing Construction Contracts and advise the City on the acceptability of Subcontractors and material suppliers proposed by Contractors. The CM shall collect executed contracts, purchase orders, affidavits of assurance, insurance certificates, and performance and payment bonds and distribute copies to the City, Architect/Engineer.
- 2.1.24 The CM shall assist the City in obtaining building permits and special permits for permanent improvements, except for permits required to be obtained directly by the various Contractors. The CM shall verify that the City has paid applicable fees and assessments. The CM shall assist the City and Architect in connection with the City's responsibility for filing documents required for the approvals of governmental authorities have jurisdiction over the project.

2.2 CONSTRUCTION AND POST-CONSTRUCTION SERVICES

- 2.2.1 The CM shall provide administration of the Contracts for Construction in cooperation with the Architect.
- 2.2.2 The CM shall provide administrative, management, or related services to coordinate scheduled activities and responsibilities of the Contractors with each other and with those of the CM, the City and the Architect to endeavor to manage the Project in accordance with the latest approved estimate of Construction Cost, the Project Schedule and the Contract Documents. The CM will coordinate with the City and maintain a fully equipped project office facility on-site to perform all required CM duties, conduct meetings and the coordination of on-site temporary facilities. The CM will be on-site full-

time upon the start of earthwork until project closeout.

- 2.2.3 The CM shall schedule and conduct pre-construction meetings, and progress meetings to discuss such matters as procedures, progress and scheduling. The CM shall prepare and promptly distribute minutes to the City, Architect and Contractors. The CM will conduct weekly job progress meetings following a CM generated agenda with the Architect and all trades and follow up with the distribution of minutes to all parties.
- 2.2.4 The CM shall create and update the Project construction schedule incorporating the activities of the Contractors on the Project. Including activity sequences and durations, allocation of labor and materials, processing of shop drawings, product data and samples, and delivery of products requiring long lead time and procurement. The Project construction schedule shall include the City's occupancy requirements showing portions' of the Project having occupancy priority. The CM shall update and reissue the Project construction schedule monthly or as required to show current conditions. If an update indicates that the previously approved Project construction schedule may not be met, the CM shall recommend corrective action to the City and Architect.
- 2.2.5 Consistent with the various bidding documents, and utilizing information from the Contractors, the CM shall coordinate the sequence of construction and assignment of space in areas where the Contractors are performing work.
- 2.2.6 The CM shall endeavor to obtain satisfactory performance from each of the Contractors. The CM shall recommend courses of action to the City when requirements of a Contract are not being fulfilled.
- 2.2.7 The CM shall monitor the approved overall project budget. The CM shall show actual costs for activities in progress and estimates for uncompleted tasks by way of comparison with such approved overall project budget.
- 2.2.8 The CM shall develop cash flow reports and forecasts for the Project and advise the City and Architect as to variances between actual and budgeted or estimated costs.
- 2.2.9 The CM shall maintain accounting records on authorized work performed under unit costs, additional work performed on the basis of actual costs of labor and materials, and other Work requiring accounting records.
- 2.2.10 The CM shall develop and implement procedures for the review and processing of applications by Contractors for progress and final payments. The procedures shall be approved by the City during the preconstruction phase.
- 2.2.11 Based on the CM's observations and evaluations of each Contractor's Application for Payment, the CM shall review and certify the amounts due the respective contractors.
- 2.2.12 The CM shall prepare a Project Application for Payment based on the Contractors' Certificates for Payment. The CM's certification for payment shall constitute a representation to the City, based on the CM's and Architect/Engineer determinations at the site and on the data comprising the Contractors' Applications for Payment, that, to the best of the CM's knowledge, information and belief, the Work has progressed to the point indicated and the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the work of conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to minor deviations from the Contract Documents correctable prior to completion and to specific qualifications expressed by the CM. The issuance of a Certificate for Payment shall further constitute a representation that the

Contractor is entitled to payment in the amount certified.

- 2.2.13 The CM shall review the safety programs developed by each of the Contractors for purposes of coordinating the safety programs with those of the other Contractors. The CM shall, at a minimum, conduct biweekly meetings to discuss safety and to ensure that each contractor prepares and submits an adequate safety program and provides general safety signage and postings for the project.
- 2.2.14 The CM shall determine in general that the Work of each Contractor is being performed in accordance with the requirements of the Contract Documents, endeavoring to guard the City against defects and deficiencies in the Work. As appropriate, the CM shall have authority, upon written authorization from the City, to require additional inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. The CM, in consultation with the Architects, may reject Work which does not conform to the requirements of the Contract Documents.
- 2.2.15 The CM shall schedule and coordinate the sequence of construction in accordance with the Contract Documents and the latest approved Project construction schedule.
- 2.2.16 The CM shall transmit to the Architect requests for interpretations of the meaning and intent of the Drawing and specifications through the use of an electronic project management software program and assist in the resolution of questions that may arise.
- 2.2.17 The CM shall review requests for changes, assist in negotiating Contractors' proposals, submit recommendations to the Architect and City, and, if they are accepted, prepare Change Orders and Construction Change Directives which incorporate the Architect's modifications to the Documents. The CM will become familiar with and adhere to the City of Wyoming Contract guidelines for approval and processing of all Supplemental Agreements.
- 2.2.18 All supplemental agreements and proposal requests will be tracked in the CM's log, which will be the basis for the supplemental agreement report to the City.
- 2.2.19 The CM shall assist the Architect in the review, evaluation and documentation of Claims.
- 2.2.20 The CM shall receive and monitor the expiration date of certificates of insurance from the Contractors and forward them to the City with a copy to the Architect.
- 2.2.21 In collaboration with the Architect, the CM shall establish and implement procedures for expediting the processing and approval of Shop Drawings, Product Data, Samples and other submittals. The CM shall review all Shop Drawings, Product Data, Samples and other submittals from the Contractors. The CM shall coordinate submittals with information contained in related documents and transmit to the Architect those which have been reviewed by the CM. The CM's actions shall be taken with such reasonable promptness as to cause no delay in the Work or in the activities of the City or Contractors.
- 2.2.22 The CM shall record the progress of the Project. The CM shall submit written progress reports to the City and Architect including information on each Contractor and each Contractor's work, as well as the entire project, showing percentages of completion. The CM shall keep a daily log containing a record of weather, each Contractor's Work on the site, number of workers, identification of equipment, work accomplished, problems encountered, and other similar relevant data as the City may require.
- 2.2.23 The CM shall maintain at the Project site for the City one record copy of all Contracts,

Drawings, Specifications, addenda, change orders and other modifications, in good order and marked currently to record changes and selections made during construction, and in addition, approved Shop Drawings, Product Data, Samples and similar required submittals. The CM shall maintain records, in duplicate, of principal building layout lines, elevations of the bottom of footings, floor levels and key site elevations certified by a qualified surveyor or professional engineer. The CM shall make all such records available to the Architect and upon completion of the project shall deliver them to the City.

- 2.2.24 The CM shall arrange for the delivery, storage, protection and security of City purchased materials, systems and equipment that are a part of the Project until such items are incorporated into the Project.
- 2.2.25 With the Architect and City's maintenance personnel, the CM shall observe the Contractors' final testing and start-up of utilities, operational systems and equipment.
- 2.2.26 When the CM considers each Contractor's work or a designated portion thereof substantially complete, the CM shall, jointly with the Contractor, prepare for the Architect a list of incomplete or unsatisfactory items and a schedule for their completion. The CM shall assist the Architect in conducting inspections to determine whether the work or designated portion thereof is substantially complete.
- 2.2.27 The CM shall coordinate the correction and completion of the Work. Following issuance of a Certificate of Substantial Completion of the Work or a designated portion thereof, the CM shall evaluate the completion of the Work of the Contractors and make recommendations to the Architect when work is ready for final inspection. The CM shall assist the Architect in conducting final inspections.
- 2.2.28 The CM shall secure and transmit electronically to the Architect warranties and similar submittals required by the Contract Documents. The CM will insure the Prime Contractor(s) compiles material, such as manufacturer's operations and maintenance manuals, warranties, guarantees, etc., in an organized manner, prepares an appropriate index for the City's use and binds such documents.
- 2.2.29 The CM shall evaluate the completion of the Work of the Contractors and make recommendations to the Architect when work is ready for final inspection. The CM shall assist the Architect in conducting final inspections.
- 2.2.30 The CM shall forward to the Architect a final Project Application for Payment upon compliance with the requirements of the Contract Documents.
- 2.2.31 The CM will assist the PM in obtaining the occupancy permit. This task includes, where necessary, accompanying governmental officials during inspection, preparing and submitting property documentation to the appropriate approving agencies, coordinating final testing, and other activities.
- 2.2.32 The CM will generate an occupancy plan that will include a schedule indicating all critical interfaces for relocation for furniture, equipment, phone/data hookup, purchases of new furniture and equipment and the relocation of the tenants.
- 2.2.33 The CM will prepare final accounting and close-out reports of all above indicated report systems. These reports will summarize for historical purposes, any items that are not self-explanatory.
- 2.2.34 The CM will manage the transfer of building operations to the City. The CM shall

provide assistance to the City throughout warranty periods.

- 2.2.35 The CM will coordinate the training of City personnel with the Prime Contractor(s) suppliers for operation and maintenance of the major building systems (i.e., building automation system, fire alarm system, security system, HVAC system, etc.)

3.0 Proposal Process, Content and Submission Requirements

3.1 Proposal Timeline

Activity	Timeline
RFP Issued	February 2, 2022
<u>Proposals Due (4:30 PM)</u>	<u>February 18, 2022</u>
Oral Interviews (if necessary)	February 24, 2022
Firm Selection	March 1, 2022
City Council contract approval (tentative)	March 15, 2022
Notice to Proceed (tentative)	March 16, 2022

3.2 Submission of Proposals

- 3.2.1 Submit three (3) bound copies and one electronic PDF of the proposal in a sealed package addressed to:

City of Wyoming
Attn: Robb Linwood
P.O. Box 188, 26885 Forest Blvd
Wyoming, MN 55092

- 3.2.2 All documents must be received by 4:30 p.m. on February 18, 2022
- 3.2.3 By submitting a proposal, the proposer represents that it has thoroughly examined and become familiar with the work required under this RFP and that it is capable of performing quality work to achieve the project's objectives.
- 3.2.4 Any changes to this RFP will be made by written addendum. No verbal modification will be binding.
- 3.2.5 Pre-contractual expenses are defined as expenses incurred by the proposer in:
- Preparing its proposal in response to this RFP
 - Submitting that proposal to City of Wyoming
 - Negotiating with City of Wyoming in any matter related to this proposal;
 - Any other expenses incurred by the proposer prior to the date of execution of the proposed agreement
- City of Wyoming shall not, in any event, be liable for any pre-contractual expense incurred by the proposers in the preparation of this proposal. Proposers shall not include any such expenses as part of their proposals.

- 3.2.6 Any exceptions to the requirements in this RFP, including the language in the contractual terms and conditions, must be included in the proposal submitted by the proposer. Segregate such exceptions as a separate element of the proposal under the heading "Exceptions and Deviations".
- 3.2.7 Where two or more consultants desire to submit a single proposal in response to this RFP, they should do so on a prime-subcontractor basis rather than as a joint venture. City of Wyoming intends to contract with a single firm and not with multiple firms doing business as a joint venture.
- 3.2.8 City of Wyoming may investigate the qualifications of any proposer under consideration, require confirmation of information furnished by the proposer, and require additional evidence of qualifications to perform the work described in this RFP.
- 3.2.9 City of Wyoming reserves the right to:
- Reject any or all proposals if such action is in the public's interest
 - Cancel the entire Request for Proposal
 - Issue a subsequent Request for Proposal
 - Remedy technical errors in the Request for Proposal process
 - Negotiate with any, all, or none of the RFP respondents
 - Reject and replace one or more subcontractors
- 3.2.10 The Owner (City of Wyoming) shall purchase and maintain.....property insurance written on a builders risk "all-risk" or equivalent policy form for the project.
- 3.2.11 This RFP does not commit City of Wyoming to enter into a contract, nor does it obligate City of Wyoming to pay for any costs incurred in preparation and submission of proposals or in anticipation of a contract.
- 3.2.12 All information included in the submitted proposal will be classified in accordance with Section 13.591 of Minnesota statutes governing data practices.

3.3 Proposal Content

Proposals shall be prepared two-sided on 8-1/2" x 11" paper. Use of 11" x 17" fold-out sheets for large tables, charts or diagrams is permissible.

The proposal should include the following information:

1. FIRM QUALIFICATIONS

- Select a maximum of four (4) "representative" projects completed by your firm. For each project provide:
 - Name and location of project
 - Contract Amount
 - Type of Project
 - Construction delivery method (CMA)
 - Owner Name and contact person
 - Architect Name and contact person
 - Date of completion
- Describe your firm's special strengths and areas in which you believe your company to be exceptionally competent.

2. STAFF QUALIFICATIONS

- Organizational chart showing how your firm will staff and organize and identify these individuals you propose to assign as Principal in Charge, Project Manager, Project Superintendent, and other relevant positions.
 - Provide resumes for each person in your project team
 - Provide 2 client references for the Project Manager and Project Superintendent
 - Identify capacity and resources for back-up and support of assigned staff
3. CONSTRUCTION MANAGEMENT APPROACH
- Describe your firm's construction management approach to the key challenges listed below:
 - Project staging to minimize operations disruptions
 - Maintaining project budget
 - Delivering the project on schedule
 - Construction site safety
 - Describe your firm's construction management approach to the services listed below:
 - Contract administration
 - Ensuring Project Quality
 - Safety program
 - Change order procedures
 - Management and coordination of final startup, testing, and occupancy
4. COST PROPOSAL

Complete the spreadsheet enclosed as Attachment B – Cost Proposal. This will also be provided electronically.

For the purposes of this proposal, the schedule and construction cost provided in Section I. and this spreadsheet **MUST** be used.

Additional lines may be added as needed for staff positions.

If your firm believes that the proposed cost and/or schedule may be less or more than those amounts stated, you may discuss this in your proposal in this section. Do not adjust your cost proposal to reflect any new assumed, possible, or revised schedule and/or construction cost.

4.0 Evaluation, Interviews, and Contract Award

4.1 Evaluation Team

The Evaluation Team will be comprised of:

- To be determined

4.2 Evaluation Criteria

City of Wyoming will review the proposals using Qualifications Based Selection criteria. The proposal award will be based upon, but not necessarily limited to, or in order of importance, the following criteria:

- A. The proposer's project manager and their experience in leading similar projects.
- B. General reputation and experience of proposer's firm and personnel.
- C. The proposer's scope of work, project approach, and the City's evaluation of the proposer's ability to furnish the required work.
- D. Construction Management approach to key challenges
- E. Familiarity with City of Wyoming.
- F. The proposed price and detailed work effort.

4.3 Interviews

The Evaluation Team may conduct oral interviews with selected proposers if necessary. If interviews are scheduled, additional information on schedule, format, and questions will be provided.

4.4 Contract

The STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONSTRUCTION MANAGER (printed AIA Document C132/CMA) will be used as the basic contract for construction management services.

The Owner reserves the right to make modifications to this document. In the event of any conflict between the terms and conditions stated in any amendments and those in any part of AIA Document C132/CMA, the amended document shall supersede the AIA Document C132/CMA and shall govern in all respects. The agreement will include the following payment provisions:

- Payment of interest on late payments and disputes regarding payments shall be governed by the provisions of Minn. Stat. Section 471.425.
- Prior to execution of a contract, the successful proposer shall provide a certificate of insurance acceptable to the City Attorney evidencing, at a minimum, the coverage required by the provisions of Attachment A.

Attachment A – City of Wyoming Contract Requirements

INDEMNIFICATION

1.1 The Consultant agrees it will defend, indemnify and hold harmless the City, its officers and employees against any and all liability, loss, costs, damages, and expenses which the City, its officers, or employees may hereafter sustain, incur, or be required to pay arising out of the negligent or willful acts or omissions of the Consultant in the performance of this agreement.

CONSTRUCTION MANAGER'S RESPONSIBILITIES

2.1 The Construction Manager shall provide the services as set forth in this Agreement.

2.2 The Construction Manager shall perform its services consistent with the skill and care ordinarily provided by construction managers practicing in the same or similar locality under the same or similar circumstances. The Construction Manager shall perform its services as expeditiously as is consistent with such skill and care and the orderly progress of the Project.

2.3 The Construction Manager shall provide its services in conjunction with the services of an Architect as described in AIA Document B132™–2009, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition. The Construction Manager shall not be responsible for actions taken by the Architect.

2.4 The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.

2.5 Except with the Owner's knowledge and consent, the Construction Manager shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Construction Manager's judgment with respect to this Project.

2.6 The Construction Manager shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Construction Manager normally maintains, the Owner shall reimburse the Construction Manager for any additional cost.

2.6.1 Comprehensive General Liability with policy limits of not less than two million dollars and zero cents (\$2,000,000.00) for each occurrence and in the aggregate for bodily injury and property damage.

2.6.2 Automobile Liability covering owned and rented vehicles operated by the Construction Manager with policy limits of not less than one million dollars and zero cents (\$1,000,000.00) combined single limit and aggregate for bodily injury and property damage.

2.6.3 The Construction Manager may use umbrella or excess liability insurance to achieve the required coverage for Comprehensive General Liability and Automobile Liability, provided that such umbrella or excess insurance results in the same type of coverage as required for the individual policies.

2.6.4 Workers' Compensation at statutory limits and Employers Liability with a policy limit of not less than five hundred thousand and zero cents (\$ 500,000.00).

2.6.5 Professional Liability covering the Construction Manager's negligent acts, errors and omissions in its performance of services with policy limits of not less than two million dollars and zero cents (\$2,000,000.00) per claim and in the aggregate.

2.6.6 The Construction Manager shall provide to the Owner certificates of insurance evidencing compliance with the requirements in this Section 2.6. The certificates will show the Owner as an additional insured on the Comprehensive General Liability, Automobile Liability, umbrella or excess policies. Comprehensive General Liability, Automobile Liability, umbrella or excess policies.

Prior to the effective date of this Agreement, the Consultant will furnish the City with a current and valid proof of insurance certificate indicating insurance coverage in the amounts required by this agreement. This certificate of insurance shall be on file with the City throughout the term of the agreement. As a condition subsequent to this agreement, Consultant shall insure that the certificate of insurance provided to the City will at all times be current. The parties agree that failure by the Consultant to maintain a current certificate of insurance with the City shall be a substantial breach of the contract and payments on the contract shall be withheld by the City until a certificate of insurance showing current insurance coverage in amounts required by the contract is provided to the City.

Any policy obtained and maintained under this clause shall provide that it shall not be cancelled, materially changed, or not renewed without thirty day notice thereof to the City.

ATTACHMENT B

**City of Wyoming Public Safety Facility CM Fee
Proposal**

INSERT FIRM NAME HERE

_____, 2022

Pre-Construction				
		Start Date:		March 16, 2022
		Finish Date:		TBD
	Mo.	Wks	Days	Hours
Description	Quantity	Unit	Unit Cost	Total
Project Executive, Principal in Charge		HRS		\$
General Superintendent		HRS		\$
Superintendent		HRS		\$
Senior Project Manager		HRS		\$
Project Manager		HRS		\$
Field Engineer		HRS		\$
Safety Director		HRS		\$
Administrative Assistant		HRS		\$
		HRS		\$
		HRS		\$
		HRS		\$
Subtotal PRECONSTRUCTION STAFF				\$

Construction				
		Start Date:		TBD
		Finish Date:		TBD
	Mo.	Wks	Days	Hours
Description	Quantity	Unit	Unit Cost	Total
Project Executive, Principal in Charge		HRS		\$
General Superintendent		HRS		\$
Superintendent		HRS		\$
Senior Project Manager		HRS		\$
Project Manager		HRS		\$
Field Engineer		HRS		\$
Safety Director -		HRS		\$
Administrative Assistant		HRS		\$
Data Processing		HRS		\$
Estimator		HRS		\$
Yard/Equipment Manager		HRS		\$
Subtotal CONSTRUCTION STAFF				\$

CONSTRUCTION MANAGEMENT FEE				\$
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Based on % hard construction cost of \$10,600,000

Monthly Reimbursables *		MO		\$
Builders Risk Insurance	1.0	LS		\$
TOTAL REIMBURSABLES				\$

Total Staff				\$
Construction Management Fee				\$
Total Reimbursables				\$
Total Fee Proposal				\$

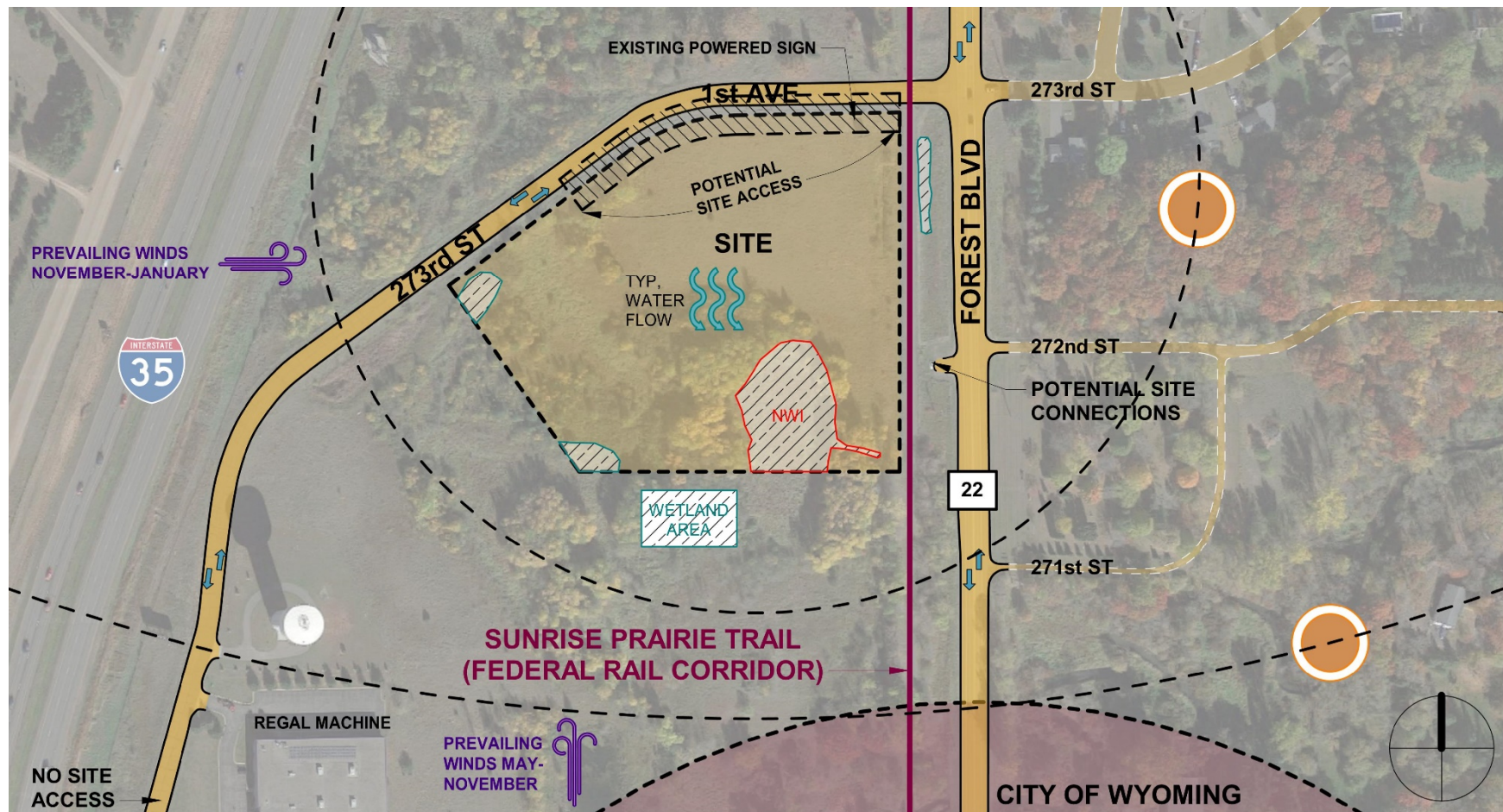
* Reimbursables include:

- 1 - Job Site Office Trailer
- 2 - Job Site Office Equipment
- 3 - Job Site Office Supplies
- 4 - Superintendent Truck
- 5 - Superintendent Subsistence
- 6 – Construction Trailer Phone and Data



City of Wyoming City Facilities Project

DESIGN UPDATE – PUBLIC SAFETY SITE FORCES

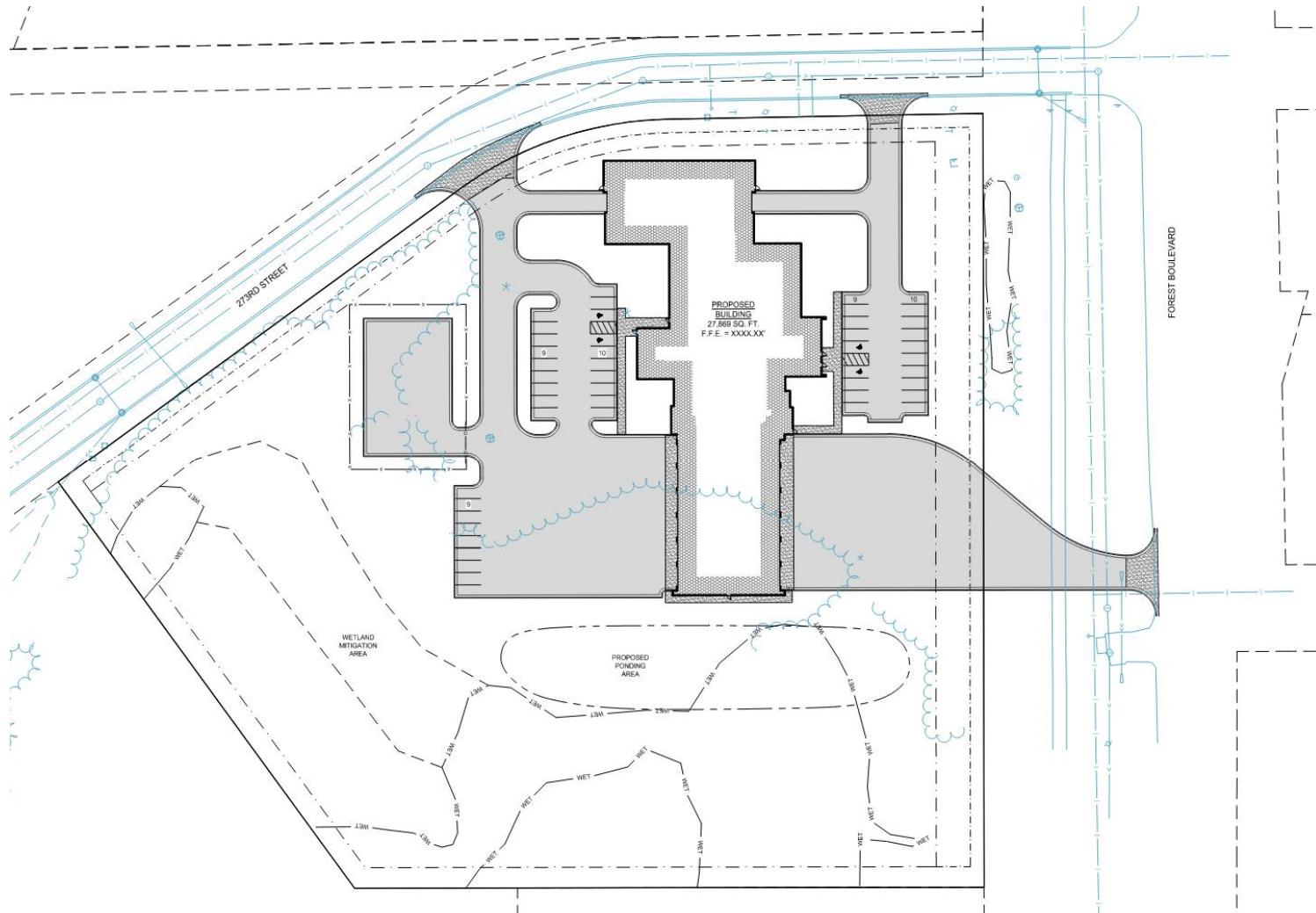




City of Wyoming City Facilities Project

DESIGN UPDATE – PUBLIC SAFETY

SITE PLAN





City of Wyoming City Facilities Project

DESIGN UPDATE – PUBLIC SAFETY SD SPACE PROGRAM

City of Wyoming Public Safety Facility

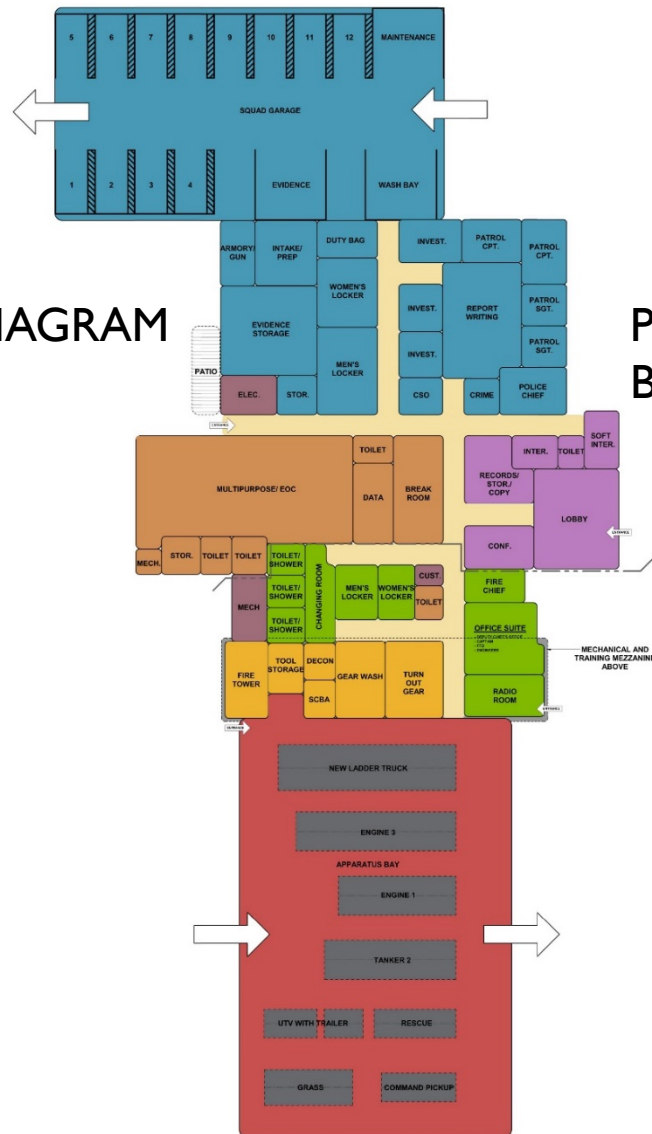
	Existing Area		Space Needs (Long Term)		Building Program SD 2021	
	Staff	Program	Staff	Program	Staff	Program
Police Total Net Square Footage		11,116 SF		11,651 SF		14,118 SF
Building Net to Gross Factor		x 1.20		x 1.20		x 1.00
Police Total Gross Square Footage		13,339 GSF		13,981 GSF		14,118 GSF
Fire Station Total Net Square Footage		5,773 SF		11,473 SF		13,751 SF
Building Net to Gross Factor		x 1.00		x 1.20		x 1.00
Fire Station Total Gross Square Footage		5,773 GSF		13,768 GSF		13,751 GSF
Police Total Gross Square Footage		13,339 GSF		13,981 GSF		14,118 GSF
Fire Station Total Gross Square Footage		5,773 GSF		13,768 GSF		13,751 GSF
Public Safety Total Gross Square Footage		19,112 GSF		27,749 GSF		27,869 GSF



City of Wyoming City Facilities Project

DESIGN UPDATE – PUBLIC SAFETY

BUBBLE DIAGRAM



PRELIMINARY BUILDING PLAN





City of Wyoming City Facilities Project

DESIGN UPDATE – PUBLIC SAFETY POLICE





City of Wyoming City Facilities Project

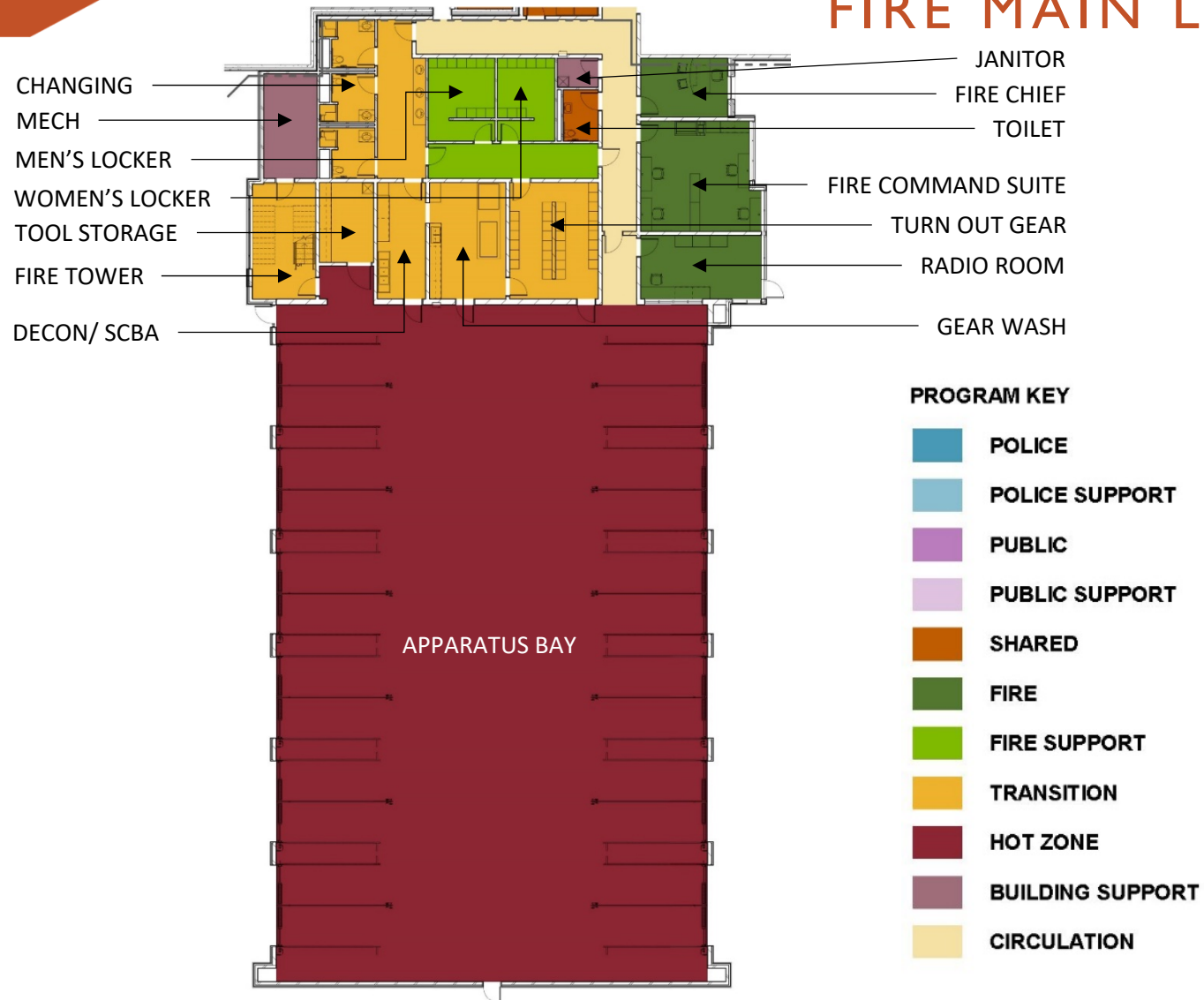
DESIGN UPDATE – PUBLIC SAFETY SHARED





City of Wyoming City Facilities Project

DESIGN UPDATE – PUBLIC SAFETY FIRE MAIN LEVEL

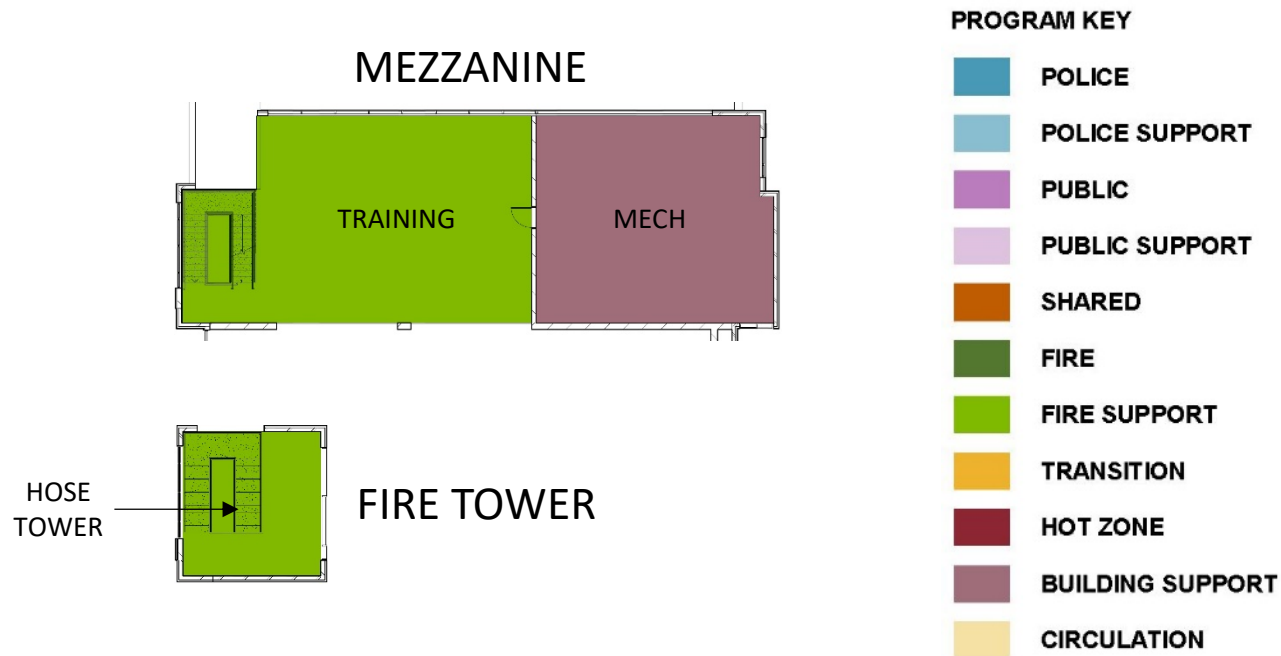




City of Wyoming City Facilities Project

DESIGN UPDATE – PUBLIC SAFETY

FIRE UPPER LEVEL



City of Wyoming City Facilities Project

DESIGN UPDATE – PUBLIC SAFETY





City of Wyoming City Facilities Project

BUDGET

PUBLIC SAFETY FACILITY

Contract Square Footage: 27,750 SF
Master Plan

Cost per Square Foot: \$330/SF
Estimated Construction Cost: \$9,140,000
Estimated Project Cost: \$11,880,000

Schematic Design

Estimated Construction Cost: \$11,180,000
Estimated Project Cost: \$13,500,000



Request for Council Action

Date: January 28, 2022

Presented to: Mayor Iverson and City Council Members

Presented by: Robb Linwood, City Administrator

Department: Administration

Reference: Update City Water infrastructure, water quality and potential future extensions

Method: New Business

Background Information:

The City of Wyoming Water infrastructure consists of what is built to pump, divert, transport, store, treat & deliver safe drinking Water. In the city of Wyoming we have miles of water piping along with three wells and two water towers. Staff would like to update council on the current condition of the existing water infrastructure, water quality in wells and potential future water infrastructure extensions driven by development. Staff would like to schedule a work session prior to the next city council meeting to discuss this.

Recommendation: That the Wyoming City Council set a work session date to take place on Tuesday, February 15, 2022 at 5:30pm.



CITY OF WYOMING

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