

**AGENDA
CITY COUNCIL
REGULAR MEETING
CITY OF WYOMING, MINNESOTA
SEPTEMBER 20, 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".

1. Highway 8 Update - Joe Triplett, County Engineer/Director Public Works

APPROVAL OF MINUTES:

2. Consider approving the minutes of the "Regular Meeting" of the Wyoming, Minnesota City Council for September 6, 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.

3. Consider authorizing the payment of recommended bills, payroll and journal entries for the period of September 7, 2022 to September 20, 2022
4. To consider **Resolution 22-09-80** a resolution accepting a donation from Nancy Hebrink to the Railroad Park Project

ACKNOWLEDGE RECEIPT OF REPORTS OF OFFICERS, BOARDS, COMMISSIONS AND

DEPARTMENT HEADS:

5. Report of the Public Safety Director, Neil Bauer, for September 15, 2022
6. Report of City Building Official, Fred Weck, IV for September 16, 2022.
7. Report of the City Attorney, Tom Loonan, for September 14, 2022
8. Report of City Engineer Mark Erichson, WSB for September 15, 2022
9. Report of Public Works Superintendent, Chuck Almhjeld for September 20, 2022

COMMUNICATIONS:

10. Hwy 8 Strategic Framework Open House

OLD BUSINESS:

11. City of Wyoming Proclamation for community trust, equity and inclusion and the condemning of racism and discrimination.

NEW BUSINESS:

12. To consider **Resolution 22-09-81** a resolution approving an agreement between the city of Wyoming and Wold Architects for the contract documents, bidding and Construction Administration for the Wyoming Public Safety Building in the amount of \$397,000
13. To consider **Resolution 22-09-82** a resolution approving an agreement between the City of Wyoming and Kraus Anderson for construction management services for the City of Wyoming Public Safety Building in the amount of \$734,309
14. To consider **Resolution 22-09-83** a resolution approving a Site Plan: Sp-21-003 – for Sunrise Fiberglass located at 5175 260th Street by applicant & Owner Patrick Fenton Property ID Number: 21.000468.34
15. To consider **Resolution 22-09-84** a resolution ordering the preparation of a Feasibility Report for the 2023 Fallbrook Avenue North/264th Street Improvements

COUNCIL REPORTS:

ADJOURN

**DRAFT MINUTES
CITY COUNCIL
REGULAR MEETING
CITY OF WYOMING, MINNESOTA
SEPTEMBER 6, 2022
7:00PM**

CALL TO ORDER:

Mayor Lisa Iverson called the Regular Meeting of the Wyoming City Council for September 6, 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, Dennis Schilling, and Claire Luger

ABSENT: Councilmember Brett Ohnstad

Also Present: Tom Loonan, Eckberg Lammers, Robb Linwood, City Administrator, Alex Saxe, Assistant City Administrator, Neil Bauer, Public Safety Director and Chuck Almhjeld, Public Works Superintendent

DETERMINATION OF A QUORUM:

PLEDGE OF ALLEGIANCE:

OPEN FORUM:

Michael Johnson, 27011 Forli Avenue – Explained that on August 20, 2022 he found a corn filled plastic baggy in his driveway with a printed flyer inside. He presented a copy of the flyer to the Council and explained that some of the terminology used was white supremacist/neo-Nazi related. He stated that these flyers were dropped throughout the City. He stated that he hopes the Council finds this unacceptable and feels that anyone who pushes this extremist ideology is not welcome in the City. He stated that the group that was responsible for the flyer is based in South Dakota but there had been evidence of other 'hate' groups operating in the County and the State that have had similar instances of this type of activity. He stated that he would like the community to have no doubt on where the City and the Council stands on this issue, so everyone can feel safe in their own homes. He stated that he is asking the Council and the Wyoming Police Department to denounce this hateful ideology and send a clear message that it will not be tolerated.

Mayor Iverson – Explained that she had not received a flyer at her home but heard that it happened during the Stomp Out Suicide event.

Mr. Johnson - Confirmed that it happened on the same day as the Stomp Out Suicide event, sometime in the early morning hours.

Mayor Iverson – Asked Public Safety Director Bauer to review what the City was doing about these activities.

Public Safety Director Bauer – Confirmed that this activity is something that had been happening across the Twin Cities metro area within the same short period of time and explained that is one of the reasons that they do not believe it is being driven by local area residents. He noted that he believes the fact that it happened at the same time as the Stomp Out Suicide event may have been coincidental and cautioned against talking about this on social media.

Mayor Iverson – Suggested that the Council have a deeper discussion on this issue at a separate meeting. She stated that she wants to make it clear that hate has no place in the City but wants

to make sure that the correct language is used.

Councilmember Luger – Noted that her daughter and nephews found scores of this kind of literature as they went through the Stomp Out Suicide 5K and disposed what they could. She stated that she wonders if it was purposefully done that morning to coincide with that event, which, in her opinion, makes it even more reprehensible. She explained that she was in support of denouncing this message either individually or as a full Council.

Councilmember Schilling – Stated that this activity is not who Wyoming is or who they represent and he would also support denouncing it because it was disgusting.

Mayor Iverson – Thanked Mr. Johnson and the other residents for coming to present this information to the Council.

APPROVAL OF MINUTES:

- 1. Consider approving the minutes of the “Regular Meeting” of the Wyoming, Minnesota City Council for August 16, 2022**

A MOTION WAS MADE BY COUNCILMEMBER SCHILLING, SECONDED BY COUNCILMEMBER LUGER, TO APPROVE THE MINUTES OF THE “REGULAR MEETING” OF THE WYOMING, MINNESOTA CITY COUNCIL FOR AUGUST 16, 2022 AS SUBMITTED.

Voting Aye: Schilling, Nanko Yeager, Luger, Iverson

Voting Nay: None

Abstain: None

Absent: Ohnstad

- 2. Consider approving the minutes of the “Budget Work Session Meeting” of the Wyoming, Minnesota City Council for August 24, 2022**

A MOTION WAS MADE BY COUNCILMEMBER LUGER, SECONDED BY COUNCILMEMBER SCHILLING, TO APPROVE THE MINUTES OF THE “BUDGET WORK SESSION MEETING” OF THE WYOMING, MINNESOTA CITY COUNCIL FOR AUGUST 24, 2022 AS SUBMITTED.

Voting Aye: Schilling, Nanko Yeager, Luger, Iverson

Voting Nay: None

Abstain: None

Absent: Ohnstad

SCHEDULED BID LETTINGS: NONE

SCHEDULED PUBLIC HEARINGS:

- 3. To consider Resolution 22-09-73 a resolution to vacate the public right-of-way at 5690 277th Street**

Assistant City Administrator Saxe – Explained that the southeast portion of the parcel is located in the right-of-way and explained that it had been used in the past for a temporary turnaround and the applicant is now asking for that to be vacated. Staff is recommending approval.

A MOTION WAS MADE BY COUNCILMEMBER SCHILLING SECONDED BY COUNCILMEMBER LUGER, TO OPEN THE PUBLIC HEARING.

Voting Aye: Schilling, Nanko Yeager, Luger, Iverson

Voting Nay: None

Abstain: None
Absent: Ohnstad

There were no comments.

A MOTION WAS MADE BY COUNCILMEMBER SCHILLING, SECONDED BY COUNCILMEMBER LUGER, TO CLOSE THE PUBLIC HEARING.

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

Councilmember Nanko Yeager – Asked for details of the history surrounding this right-of-way and noted that it seems to be an odd location.

City Administrator Linwood – Explained that essentially there was a turn-around, in this location, for the end of the development and when the development continued on, the road was continued, so the temporary turn-around location no longer existed or was needed.

A MOTION WAS MADE BY COUNCILMEMBER IVERSON, SECONDED BY COUNCILMEMBER LUGER, TO APPROVE RESOLUTION 22-09-73 A RESOLUTION TO VACATE THE PUBLIC RIGHT-OF-WAY PROPERTY LOCATED AT 5690 277TH STREET.

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

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.

4. Consider authorizing the payment of recommended bills, payroll, and journal entries for the period of August 17, 2022 to September 6, 2022
5. To consider authorizing payment of annual dues to the League of Minnesota Cities in the amount of \$8,730 for September 1, 2022 to August 31, 2023 and Membership in the Minnesota Mayors Association for the same fiscal year in the amount of \$30.00
6. To consider Resolution 22-09-74 a resolution declaring certain vehicles as surplus property for disposal and authorizing the Police Department to dispose of the vehicles through online auction

A MOTION WAS MADE BY COUNCILMEMBER LUGER, SECONDED BY COUNCILMEMBER SCHILLING, TO APPROVE #4, #5, and #6 OF THE WYOMING CITY COUNCIL CONSENT AGENDA

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

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

7. Report of the Public Safety Director, Neil Bauer for September 1, 2022
8. Report of City Building Official, Fred Weck, IV for August 30, 2022
9. Report of City Attorney Tom Loonan for August 31, 2022

10. Report of City Engineer Mark Erichson, WSB for September 2, 2022
11. Report of Public Works Superintendent Chuck Almhjeld for September 6, 2022
12. Report of Abdo Financial Solutions for the 2022 2nd Quarter City of Wyoming Financials

COMMUNICATIONS:

OLD BUSINESS:

13. To consider the donation and design of a sign for the City of Wyoming

Assistant City Administrator Saxe – Noted that following discussion at the August 16, 2022 City Council meeting, Pat Rylander worked on other options for the sign donation. He explained that Wyoming Drug has offered to place the sign on their building, so this is now a private matter and no formal action is needed by the Council.

Mayor Iverson – Expressed her appreciation to both Ms. Rylander and Mr. Garrison. She stated that she is happy that the sign will be able to be seen because she thought it was a really great design. She noted that she felt it would have looked really nice on the library building and is sad that it will not be displayed there and was disappointed that the County would have had the final approval on something that is within the City.

14. To consider **Resolution 22-09-75** a resolution approving a site plan review application to demolish the existing and construct a new Dairy Queen restaurant at 5111 East Viking Boulevard, Property ID Number: 21.00020

City Administrator Linwood – Reminded the Council that they had discussed and had acted at the August 3, 2022 Council meeting. He explained that the applicant had asked for additional Council review and were asking them to reconsider their decision due to their desire to be consistent with their brand standards.

Justin Kraus, Fourteen Foods, LLC – Explained the changes that they had made since their last appearance before the Council.

Mayor Iverson – Noted that she had recently traveled to Hilton Head and everything there looked exactly the same. She asked what Dairy Queen/Fourteen Foods would do in that type of situation where there were strict architectural standards that had to be met.

Mr. Kraus – Stated that they would not proceed with the project and would just wait until the standards had been relaxed. He noted that they would not move forward with the plans if the additional brick requested by Wyoming was required. He stated that if their proposal was not approved, they would most likely just remodel the existing building and would potentially lease or sell a portion of the building.

Mayor Iverson – Explained that she is in favor of what the applicant has presented and noted that coming from the marketing world, she understands that 'brand standards' are a huge thing and noted that the applicant has made some revisions to their original plan.

Councilmember Luger – Stated that she understands the purpose of having codes and standards, but also understands branding. She stated that she thinks the most recent proposal is a nice compromise and she would support it.

Councilmember Schilling – Stated that he can see both sides of the argument on this issue and noted that sometimes he feels that when there are certain restrictions on things, it can overcomplicate branding and discourage growth. He stated that there is a discrepancy of 13%

and if this moves forward, it will set a precedent that the City is not technically following its own code or guidelines. He stated that he feels the City should revisit these requirements because this is the third time the Council has run into this type of issue since he has been on the Council. He explained that he feels there should be an easier way for the City to decide what façade should be on a building. He stated that he will support this being approved, but would recommend that the City revisit this portion of the code.

City Administrator Linwood – Explained that part of the Planning Commission’s 2022 goals was to review the architectural standards in the ordinance but noted that they have been pretty focused on revisions to the Comprehensive Plan.

Councilmember Nanko Yeager – Asked if the City’s architectural standards were more restrictive than other cities that have the next generation version of the Dairy Queen buildings.

City Administrator Linwood – Stated that he thinks the last time the City redid their architectural standards he thinks they worked hard not to be completely out of bounds with other similar cities.

Mr. Kraus – Stated that the standards really vary by city and gave the example of a recent building that they put up on Waconia that had no restrictions and another that they did not build in Tennessee because of that city’s restrictions.

Councilmember Nanko Yeager – Stated that she is in favor of directing the Planning Commission to revisit the City’s architectural standards, but in this case, if the City takes such a visible building and does not require them to meet the City’s standards, she would question how can the City look the other area businesses in the eye who did have to meet the standards and simply did not have the kind of money that a corporation like Dairy Queen has behind them. She stated that she shares Councilmember Schilling’s concern about this decision setting a precedent.

The Council discussed building materials and the different classifications they fell under.

A MOTION WAS MADE BY COUNCILMEMBER IVERSON SECONDED BY COUNCILMEMBER LUGER, TO APPROVE RESOLUTION 22-09-75 A A RESOLUTION APPROVING A SITE PLAN REVIEW APPLICATION TO DEMOLISH THE EXISTING AND CONSTRUCT A NEW DAIRY QUEEN RESTAURANT AT 5111 EAST VIKING BOULEVARD, PROPERTY ID NUMBER 21.00020, AS PRESENTED.

Voting Aye: Schilling, Luger, Iverson

Voting Nay: Nanko Yeager

Abstain: None

Absent: Ohnstad

- 15.** To consider Resolution 22-09-76 A, a resolution approving a Conditional Use Permit for increased impervious surface area in a shoreland district at 5111 East Viking Boulevard, Property ID Number 21.00020

A MOTION WAS MADE BY COUNCILMEMBER IVERSON SECONDED BY COUNCILMEMBER SCHILLING, TO APPROVE RESOLUTION 22-09-76 A, A RESOLUTION APPROVING A CONDITIONAL USE PERMIT FOR INCREASED IMPERVIOUS SURFACE AREA IN A SHORELAND DISTRICT AT 5111 EAST VIKING BOULEVARD, PROPERTY ID NUMBER 21.00020.

Voting Aye: Schilling, Luger, Iverson

Voting Nay: Nanko Yeager

Abstain: None

Absent: Ohnstad

Mayor Iverson – Asked when demolition for this project would begin.

Mr. Krause – Stated that they still need to get permits and if they can get everything mobilized by October 1, 2022, they will go ahead and do it this year, but if not, they will plan for demolition in early September of 2023. He stated that the restaurant is still open.

There was consensus of the Council to direct the Planning Commission to take a look at the architectural standards ordinance and consider revisions and modernization.

NEW BUSINESS

16. To consider **Resolution 22-09-77** a resolution approving a Preliminary Tax Levy for 2023 and setting a public hearing for Truth and Taxation at the December 6, 2022 Wyoming City Council meeting

City Administrator Linwood – Introduced Jessie Sturtz and Kari Thorson, from Abdo Financial Solutions to review the Preliminary Tax Levy information.

Jessie Sturtz – Gave a brief presentation regarding the Preliminary Tax Levy for 2023 and explained that they are proposing an overall Tax Levy of 9.71% which is an increase of \$466,238. She reviewed the impact to taxes on different market values of residential properties and noted that the County is seeing an increase in market values and reviewed the estimated property taxes with this market value increase. She gave the example of a \$200,000 home having property taxes that would increase by \$68. She reviewed the different levies, as proposed, the tax capacity impact on the tax rate, details from the proposed Preliminary Tax Levy, and key changes in expenditures and the General Fund budget.

Mayor Iverson – Stated that she wants to make sure that it is clear to people when they get their tax bill that it was not the City raising everything, but, the County increasing their property valuations. She stated that is hoping that the residents can understand that the valuation of their home is not because of actions taken by the City. She asked about the Community Service Officer and asked if staff had taken a look at what the levy would be without that position.

Ms. Sturtz – Stated that they did look at that and without the Community Service Office position, the levy would be 8.93%.

Mayor Iverson – Stated that she understands the efforts for retention and recruitment and asked questions related to the part-time Community Service Officer position.

Public Safety Director Bauer – Gave an overview of some of the duties for the part-time Community Service office including shuttling vehicles for service. He stated that because this position would not have a vehicle, they would have to get creative with their fleet and gave examples of how the City may be able to extend the life of some of the existing vehicles.

Mayor Iverson – Stated that she felt having a full-time position with a car would be easier and would help with retention. She stated that to her having a part-time person will require a lot more juggling and asked if Public Safety Director Bauer actually had people interested in working part-time.

Public Safety Director Bauer – Explained that he had initially requested a full-time position and this was a compromise because they have to get creative on how they can get people onto the pathway of becoming police officers in the City.

Councilmember Nanko Yeager – Stated that she feels the levy increase is just a little too high and is afraid people will not be able to afford it.

Councilmember Luger – Asked if the City would meet again on this issue prior to the Truth and Taxation meeting in December.

City Administrator Linwood – Stated that the Council will have other opportunities to discuss this levy.

Councilmember Luger – Clarified that all this approval does is say that the Preliminary Tax Levy amount will not be any more than this amount, but they can still bring it down further.

City Administrator Linwood – Stated that was correct and reminded the Council that by State Statute, the City needs to send a 'do not exceed' levy to the County auditor by September 30, 2022. He noted that meant that once this is approved, the City cannot exceed it, but can make revisions that may decrease it. He stated that there will be a Council Work Session on November 9, 2022 where the budget will be discussed and noted that they can always schedule additional meetings if the Council feels they are necessary.

A MOTION WAS MADE BY COUNCILMEMBER SCHILLING, SECONDED BY COUNCILMEMBER LUGER, TO APPROVE RESOLUTION 22-09-77 A RESOLUTION APPROVING A PRELIMINARY TAX LEVY FOR 2023 AND SETTING A PUBLIC HEARING FOR TRUTH AND TAXATION AT THE DECEMBER 6, 2022 WYOMING CITY COUNCIL MEETING.

Voting Aye: Schilling and Luger

Voting Nay: Nanko Yeager and Iverson

Abstain: None

Absent: Ohnstad

City Administrator Linwood – Noted that since there were only 4 Councilmembers present tonight, they will bring this back to the September 20, 2022 meeting for a vote with full Council.

Mayor Iverson – Suggested that she was willing to change her vote on this item, if necessary.

A MOTION WAS MADE BY COUNCILMEMBER SCHILLING, SECONDED BY COUNCILMEMBER LUGER, TO APPROVE RESOLUTION 22-09-77 A RESOLUTION APPROVING A PRELIMINARY TAX LEVY FOR 2023 AND SETTING A PUBLIC HEARING FOR TRUTH AND TAXATION AT THE DECEMBER 6, 2022 WYOMING CITY COUNCIL MEETING.

Voting Aye: Schilling, Luger, and Iverson

Voting Nay: Nanko Yeager

Abstain: None

Absent: Ohnstad

Mayor Iverson – Stated that even though she changed her vote, she wants to ensure that this issue is back on an agenda for further Council discussion.

17. To consider Resolution 22-09-78 a resolution approving the purchase and installation of Water Meters from Ferguson Waterworks in the amount of \$443,905.00

Public Works Superintendent Almhjeld – Gave an overview of the request for purchase and installation of water meters.

Mayor Iverson – Asked what would happen with the old meters.

Public Works Superintendent Almhjeld – Explained that they would be broken down and recycled. He stated that believes the last time they did this they were able to put \$7,000 back in the General Fund.

Councilmember Schilling – Asked if the City had discussed moving to monthly billing rather than quarterly and asked if the new meters would make that easier.

Public Works Superintendent Almhjeld – Stated that monthly billing could be done, but with the administrative time to send out the bills, there would not end up being a great value to making that change unless the City chose to go to paperless billing.

City Administrator Linwood – Explained that staff had done some initial analysis on this issue and can share some of those numbers with the Council at a future meeting. He explained that the cost of postage and administrative time would outweigh the benefits.

Mayor Iverson – Noted that most younger families prefer monthly and on-line billing.

City Administrator Linwood – Explained that there is still a significant portion of the metered population that receives their billing via mail.

Mayor Iverson – Recommended that the City take a look at ways to do a push to encourage online and paperless systems rather than having to send out the bills.

Councilmember Schilling – Noted that this had just been an issue that he has had a lot of people ask him about.

A MOTION WAS MADE BY COUNCILMEMBER LUGER, SECONDED BY COUNCILMEMBER SCHILLING, TO APPROVE RESOLUTION 22-09-78 A RESOLUTION APPROVING THE PURCHASE AND INSTALLATION OF WATER METERS FROM FERGUSON WATERWORKS IN THE AMOUNT OF \$443,905.00

Voting Aye: Schilling, Nanko Yeager, Luger, Iverson

Voting Nay: None

Abstain: None

Absent: Ohnstad

18. To consider Resolution 22-09-79 a resolution urging the governor of Minnesota and State lawmakers to hold a special session to pass a bonding bill and tax bill

City Administrator Linwood – Explained this is a resolution that has been going around the League of Minnesota Cities and the Greater Coalition of Minnesota Cities. He stated that Wyoming would be one of the cities that is significantly impacted by the Governor and the lawmakers not holding a special session because of the loss of a portion of the LGA funds due to their inaction. He stated that the City also had a funding request in for construction of a Public Safety building and without the adoption of the bonding bill, they have no chance of receiving any funds for that project. He explained that this resolution just urged the governor and the lawmakers to move forward with a bipartisan way of passing a bonding and tax bill for 2022.

A MOTION WAS MADE BY COUNCILMEMBER IVERSON, SECONDED BY COUNCILMEMBER LUGER, TO APPROVE RESOLUTION 22-09-79 A RESOLUTION URGING THE GOVERNOR OR MINNESOTA AND STATE LAWMAKERS TO HOLD A SPECIAL SESSION TO PASS A BONDING BILL AND TAX BILL.

Voting Aye: Schilling, Nanko Yeager, Luger, Iverson

Voting Nay: None

Abstain: None

Absent: Ohnstad

19. To consider entering a closed session under MN State Statute 13D.05, Subd 3(a) for an annual performance evaluation of City Administrator Robb Linwood

City Attorney Loonan – Explained that in reviewing the minute from the last meeting, the Council had tabled this item to a future meeting when ‘all’ Councilmembers could be present. He stated that Councilmember Ohnstad is not present at tonight’s meeting and explained that the Council could still proceed, but he would ask that the Council make a motion to take that action or they

could also table it again until all Councilmembers can be present.

A MOTION WAS MADE BY COUNCILMEMBER IVERSON SECONDED BY COUNCILMEMBER SCHILLING, TO APPROVE MOVING FORWARD WITH THE CLOSED SESSION MEETING TONIGHT IN ORDER TO CONDUCT THE ANNUAL PERFORMANCE REVIEW FOR CITY ADMINISTRATOR ROBB LINWOOD.

Voting Aye: Schilling, Nanko Yeager, Luger, Iverson

Voting Nay: None

Abstain: None

Absent: Ohnstad

City Attorney Loonan – Suggested that Council review their Council reports and other information before moving into the closed session.

COMMUNICATIONS:

COUNCIL REPORTS:

Council Member Nanko Yeager – Attended the budget work session, the All Boards meeting, and toured the new County jail.

Council Member Luger – Attended the budget meeting, All Boards meeting, and the Stomp Out Suicide event.

Council Member Schilling – No report.

Mayor Iverson – Attended the All Boards meeting, the budget meeting, and participated in the Stomp Out Suicide event. She noted that Stomp Out Suicide had about 1,500 participants and was able to raise almost \$100,000. She stated that Stagecoach Days is coming up and asked for volunteers from the Council to walk in the parade. She stated that in order for them to be registered and noticed properly, she will need to know as soon as possible if they can participate.

Mayor Iverson – Recessed the meeting at 8:22 PM and reconvened at 8:27 PM

City Attorney Loonan He stated that at this time the Council will be entering a closed session under MN State Statute 13D.05, Subd 3(a) to discuss the annual the review of City Administrator Robb Linwood. He noted that City Administrator Linwood has consented to the closed session for this purpose.

A MOTION WAS MADE BY COUNCILMEMBER SCHILLING, SECONDED BY COUNCILMEMBER LUGER, TO APPROVE GOING INTO A CLOSED SESSION UNDER MN STATE STATUTE 13D.05, SUBD. 3(A) FOR AN ANNUAL PERFORMANCE EVALUATION OF CITY ADMINISTRATOR ROBB LINWOOD AT 8:28 P.M.

Voting Aye: Schilling, Nanko Yeager, Luger, Iverson

Voting Nay: None

Abstain: None

Absent: Ohnstad

A MOTION WAS MADE BY COUNCILMEMBER SCHILLING, SECONDED BY COUNCILMEMBER LUGER, TO EXIT THE CLOSED SESSION AND GO BACK INTO AN OPEN MEETING AT 8:48 P.M.

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

Voting Nay: None

Abstain: None

Absent: Ohnstad

City Attorney Loonan – Stated that the Council was in a Closed Session under MN State Statute 13D.05, Subd. 3(a) regarding City Administrator Linwood’s annual performance review. The Closed Session was attended by Mayor Iverson, Councilmembers Schilling, Nanko Yeager and Luger as well as City Administrator Linwood and himself. He explained that no formal motions were offered or passed at the Closed Session.

A MOTION WAS MADE BY COUNCILMEMBER LUGER, SECONDED BY COUNCILMEMBER IVERSON, TO ADJOURN THE SEPTEMBER 6, 2022 “REGULAR MEETING” OF THE WYOMING, MINNESOTA CITY COUNCIL REGULAR MEETING AT 8:50P.M.

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

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

NEXT REGULAR MEETING:
SEPTEMBER 20, 2022
7:00PM

City of Wyoming Check Detail Register

1/11
September 16, 2022 09:23 AM
User: ssaxe
DR: Wyoming

09-20-2022

Check # Invoice #	Check Date	Vendor Name	General Ledger #	Amount	Comment
53871	09/20/2022	A-1 TIRE SERVICE INC			
80823					
		101-3100-44040	REPAIRS & MAINT.	\$4,068.52	REPAIRS & MAINT. - EQUIPMENT
Total for A-1 TIRE SERVICE INC				\$4,068.52	
53872	09/20/2022	ADAM'S PEST CONTROL INC			
3536716					
		101-3100-42310	CONTRACTED SER	\$42.95	CONTRACTED SERVICES
3536718					
		101-2110-42310	CONTRACTED SER	\$42.95	CONTRACTED SERVICES
3536717					
		101-3100-42310	CONTRACTED SER	\$70.22	CONTRACTED SERVICES
Total for ADAM'S PEST CONTROL INC				\$156.12	
53873	09/20/2022	ADVANCE AUTO PARTS			
3509-314190					
		101-2110-43900	VEHICLE MAINTEN	\$2.89	VEHICLE MAINTENANCE
2509-313948					
		101-2110-43900	VEHICLE MAINTEN	\$25.37	VEHICLE MAINTENANCE
2509-313546					
		101-2110-43900	VEHICLE MAINTEN	\$18.35	VEHICLE MAINTENANCE
Total for ADVANCE AUTO PARTS				\$46.61	
53874	09/20/2022	ANCOM COMMUNICATIONS			
110358					
		101-2110-43200	COMMUNICATIONS	\$360.80	COMMUNICATIONS (GENERAL)
Total for ANCOM COMMUNICATIONS				\$360.80	
53875	09/20/2022	ANDERSON - KOCH FORD			
94257					
		101-2110-43900	VEHICLE MAINTEN	\$211.31	VEHICLE MAINTENANCE
Total for ANDERSON - KOCH FORD				\$211.31	
53876	09/20/2022	ANTHONY LESCH			
09/14/2022					
		602-0000-11500	ACCOUNTS RECEIV	\$3.55	Sewer Usage
		601-0000-11500	ACCOUNTS RECEIV	\$3.40	Water Usage
		601-0000-11500	ACCOUNTS RECEIV	\$0.65	Water - Meter Charge
		651-0000-11500	ACCOUNTS RECEIV	\$0.12	Surface Water Mgmt
		601-0000-11500	ACCOUNTS RECEIV	\$0.04	State Surcharge
Total for ANTHONY LESCH				\$7.76	
53877	09/20/2022	APPLEWOOD NURSERY			
5014					
		601-9425-44490	WATERMAIN BREA	\$269.10	WATERMAIN BREAK
Total for APPLEWOOD NURSERY				\$269.10	

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53878	09/20/2022	ASPEN MILLS			
296938					
	101-2110-44080	UNIFORMS		\$222.00	UNIFORMS
300245					
	101-2110-44080	UNIFORMS		\$97.90	UNIFORMS
CM4679					
	101-2110-44080	UNIFORMS		\$(106.90)	UNIFORMS
Total for ASPEN MILLS				<u>\$213.00</u>	
53879	09/20/2022	BITUMINOUS ROADWAYS, INC			
31863					
	101-3100-44410	STREET MAINT MA		\$154.55	STREET MAINT MATERIALS
Total for BITUMINOUS ROADWAYS, IN				<u>\$154.55</u>	
53880	09/20/2022	BOUND TREE MEDICAL			
84673682					
	101-2110-42100	OPERATING SUPPL		\$82.14	OPERATING SUPPLIES
Total for BOUND TREE MEDICAL				<u>\$82.14</u>	
53881	09/20/2022	CARQUEST AUTO PARTS			
313546					
	101-2110-43900	VEHICLE MAINTEN		\$43.72	VEHICLE MAINTENANCE
Total for CARQUEST AUTO PARTS				<u>\$43.72</u>	
53882	09/20/2022	CHISAGO LAKES JOINT SEWAGE TRE			
13220					
	602-9425-43890	SEWER PLANT FEE		\$20,661.12	JULY TREATMENT CHARGES
	602-9425-43890	SEWER PLANT FEE		\$23,207.04	AUGUST TREATMENT CHARGES
Total for CHISAGO LAKES JOINT SEWA				<u>\$43,868.16</u>	
53883	09/20/2022	CINTAS			
4130938679					
	101-3100-44180	UNIFORMS		\$112.06	STREETS
	101-3100-42100	OPERATING SUPPL		\$30.50	SHOP SUPPLIES
4130183934					
	101-2110-43600	CLEANING SERVIC		\$25.91	CLEANING SERVICE-PUBLIC SAFETY
4130108006					
	101-1400-43600	CLEANING SERVIC		\$28.22	CLEANING SERVICE-CITY HALL
4131478209					
	101-3100-44180	UNIFORMS		\$108.06	STREETS
	101-3100-42100	OPERATING SUPPL		\$43.64	SHOP SUPPLIES
4131505500					
	101-2110-43600	CLEANING SERVIC		\$25.91	CLEANING SERVICE-PUBLIC SAFETY
4131478014					
	101-1400-43600	CLEANING SERVIC		\$28.22	CLEANING SERVICE-CITY HALL
Total for CINTAS				<u>\$402.52</u>	

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53884	09/20/2022	CONNEXUS ENERGY			
08302022					
		101-3100-43800 UTILITIES-GAS/ELI		\$36.54	LAKE DR & HEATH - ST LIGHTS
		101-2110-43800 UTILITIES-GAS/ELI		\$5.00	HAMLET DR
		101-2110-43800 UTILITIES-GAS/ELI		\$5.00	FALLBROOK SIREN
		101-3100-43860 STREET LIGHTS		\$19.11	250TH STREET NE SIGN
		101-2110-43800 UTILITIES-GAS/ELI		\$5.00	PIONEER RD
Total for CONNEXUS ENERGY				\$70.65	
53885	09/20/2022	COUNTY RECORDER			
202200000101					
		800-0000-20597 FOURTEEN FOODS		\$46.00	FOURTEEN FOODS/DQ ESCROW SITE PLAN
Total for COUNTY RECORDER				\$46.00	
53886	09/20/2022	CULLIGAN WATER CONDITIONING			
570538					
		101-2110-42100 OPERATING SUPPL		\$116.50	OPERATING SUPPLIES
08312022					
		101-3100-42310 CONTRACTED SER		\$56.10	CONTRACTED SERVICES
Total for CULLIGAN WATER CONDITIO				\$172.60	
53887	09/20/2022	CURTIS & DEBORAH MOEN			
09/14/2022					
		602-0000-11500 ACCOUNTS RECEI		\$153.45	Sewer Usage
		601-0000-11500 ACCOUNTS RECEI		\$104.31	Water - Meter Charge
		601-0000-11500 ACCOUNTS RECEI		\$38.19	Water Usage
		651-0000-11500 ACCOUNTS RECEI		\$18.86	Surface Water Mgmt
		601-0000-11500 ACCOUNTS RECEI		\$6.37	State Surcharge
Total for CURTIS & DEBORAH MOEN				\$321.18	
53888	09/20/2022	DAN'S TOWING			
87877					
		202-2110-42310 CONTRACTED SER		\$160.70	TOWING
97475					
		202-2110-42310 CONTRACTED SER		\$161.06	TOWING
87932					
		202-2110-42310 CONTRACTED SER		\$322.13	TOWING
87483					
		202-2110-42310 CONTRACTED SER		\$161.06	TOWING
88096					
		202-2110-42310 CONTRACTED SER		\$160.70	TOWING
87992					
		202-2110-42310 CONTRACTED SER		\$161.06	TOWING
Total for DAN'S TOWING				\$1,126.71	

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53889 30919	09/20/2022	ECKBERG LAMMERS P.C.			
		101-1400-43040 ATTORNEY FEES		\$702.50	GENERAL
		101-1400-43040 ATTORNEY FEES		\$780.00	MEETINGS
		101-1400-43040 ATTORNEY FEES		\$322.50	AGREEMENTS
		101-1400-43040 ATTORNEY FEES		\$262.50	EMPLOYEE HANDBOOK REVIEW
		101-1400-43040 ATTORNEY FEES		\$157.50	PUBLIC SAFETY BUILDING
		101-1400-43040 ATTORNEY FEES		\$177.50	HALWEG FENCE MATTER
		Total for ECKBERG LAMMERS P.C.		\$2,402.50	
53890 15006248012	09/20/2022	FAIRVIEW HEALTH SERVICES			
		101-3100-43060 PERSONNEL TESTI		\$70.00	PERSONNEL TESTING
		Total for FAIRVIEW HEALTH SERVICES		\$70.00	
53891 704547	09/20/2022	FOREMOST PROMOTIONS			
		101-2110-42230 CRIME PREVENTIC		\$308.38	CRIME PREVENTION
		Total for FOREMOST PROMOTIONS		\$308.38	
53892 2080857	09/20/2022	GOPHER STATE ONE CALL			
		601-9425-44650 LOCATES (GOPHER		\$64.35	LOCATES (GOPHER STATE)
		602-9425-44650 LOCATES (GOPHER		\$64.35	LOCATES (GOPHER STATE)
		651-9425-44650 LOCATES (GOPHER		\$64.35	LOCATES (GOPHER STATE)
		Total for GOPHER STATE ONE CALL		\$193.05	
53893 BSF22-0013 BSF22-0014	09/20/2022	Guidance Homes, Inc.			
		800-0000-20401 SILT FENCE		\$810.00	BSF22-0013
		800-0000-20401 SILT FENCE		\$810.00	BSF22-0014
		Total for Guidance Homes, Inc.		\$1,620.00	
53894 10012022	09/20/2022	H & W FUND I.U.O.E LOCAL 49			
		101-0000-21706 HOSPITALIZATION		\$8,070.00	HOSPITALIZATION/MEDICAL INS
		Total for H & W FUND I.U.O.E LOCAL 4		\$8,070.00	
53895 036084885740	09/20/2022	HEALTH PARTNERS			
		101-0000-21706 HOSPITALIZATION		\$1,616.97	HOSPITALIZATION/MEDICAL INS
		Total for HEALTH PARTNERS		\$1,616.97	
53896 20220802	09/20/2022	HOLIDAY 3550			
		101-2110-42100 OPERATING SUPPL		\$19.32	OPERATING SUPPLIES
		Total for HOLIDAY 3550		\$19.32	

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53897	09/20/2022	HOLIDAY COMPANIES			
060101092200					
		101-2110-43900	VEHICLE MAINTEN	\$94.50	VEHICLE MAINTENANCE
Total for HOLIDAY COMPANIES				\$94.50	
53898	09/20/2022	HYDRAULICS PLUS & CONSULTING			
15800					
		601-9425-44040	REPAIRS & MAINT.	\$11.68	REPAIRS & MAINT. - EQUIPMENT
Total for HYDRAULICS PLUS & CONSULTING				\$11.68	
53899	09/20/2022	INNOVATIVE OFFICE SOLUTIONS			
IN3922816					
		101-2110-42000	SUPPLIES - OFFICE	\$70.19	SUPPLIES - OFFICE/COPY/COMPUTER
IN3937356					
		101-2110-42000	SUPPLIES - OFFICE	\$30.72	SUPPLIES - OFFICE/COPY/COMPUTER
Total for INNOVATIVE OFFICE SOLUTIONS				\$100.91	
53900	09/20/2022	IUOE LOCAL #49			
09012022					
		101-0000-21714	PW UNION DUES	\$210.00	MONTHLY DUES
Total for IUOE LOCAL #49				\$210.00	
53901	09/20/2022	KORTERRA, INC.			
22583					
		601-9425-44650	LOCATES (GOPHER STATE)	\$1,000.00	LOCATES (GOPHER STATE)
		602-9425-44650	LOCATES (GOPHER STATE)	\$1,000.00	LOCATES (GOPHER STATE)
		651-9425-44650	LOCATES (GOPHER STATE)	\$1,000.00	LOCATES (GOPHER STATE)
Total for KORTERRA, INC.				\$3,000.00	
53902	09/20/2022	LAKE COUNTRY DOOR			
35895					
		101-2110-44010	REPAIRS & MAINT.	\$208.50	REPAIRS & MAINT. - BUILDINGS
Total for LAKE COUNTRY DOOR				\$208.50	
53903	09/20/2022	LEAGUE OF MN CITIES INS TRUST			
WC-1001723-5					
		101-3100-41500	WORKER S COMP (GENERAL)	\$2,593.00	WORKER S COMP (GENERAL)
Total for LEAGUE OF MN CITIES INS TRUST				\$2,593.00	
53904	09/20/2022	MENARDS- FOREST LAKE			
91852					
		101-5200-42400	SMALL TOOLS/MINOR EQUIPMENT	\$9.78	SMALL TOOLS/MINOR EQUIPMENT
91541					
		101-3100-42100	OPERATING SUPPLIES	\$5.23	OPERATING SUPPLIES
91538					
		101-1400-42100	OPERATING SUPPLIES	\$10.24	OPERATING SUPPLIES
91384					
		101-3100-42100	OPERATING SUPPLIES	\$38.67	OPERATING SUPPLIES
91940					
		101-1400-42100	OPERATING SUPPLIES	\$8.90	OPERATING SUPPLIES
Total for MENARDS- FOREST LAKE				\$72.82	

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53905	09/20/2022	MIDCONTINENT COMMUNICATIONS			
14463230112874					
		101-1400-43210 TELEPHONE		\$114.41	CITY HALL
		101-1400-42310 CONTRACTED SER		\$921.75	FIBER
		101-2110-43210 TELEPHONE		\$417.43	POLICE DEPT
		101-3100-43210 TELEPHONE		\$64.58	PUBLIC WORKS
		601-9425-43210 TELEPHONE		\$188.65	WELL
		602-9425-43210 TELEPHONE		\$141.95	LIFTSTATIONS
		Total for MIDCONTINENT COMMUNIC		\$1,848.77	
53906	09/20/2022	MN FIRE SERVICE CERT. BOARD			
10453					
		101-2110-42080 TRAINING AND IN		\$350.00	TRAINING AND INSTRUCTION
		Total for MN FIRE SERVICE CERT. BOA		\$350.00	
53907	09/20/2022	NAPA AUTO PARTS			
113099					
		101-3100-44040 REPAIRS & MAINT.		\$130.16	REPAIRS & MAINT. - EQUIPMENT
		Total for NAPA AUTO PARTS		\$130.16	
53908	09/20/2022	OLSON'S SEWER SERVICE			
98843					
		601-9425-44490 WATERMAIN BREA		\$2,784.89	WATERMAIN BREAK
98721					
		651-9425-44030 REP & MAIN. - OT		\$3,786.02	REP & MAIN. - OTHER THAN BLDGS
		Total for OLSON'S SEWER SERVICE		\$6,570.91	
53909	09/20/2022	RICOH USA			
5065450220					
		101-2110-42240 MAINTENANCE CO		\$31.60	POLICE DEPT
		101-2110-42240 MAINTENANCE CO		\$2.00	FIRE DEPT
		101-1400-42150 COPIER		\$113.47	CITY HALL
		Total for RICOH USA		\$147.07	
53910	09/20/2022	STREICHER'S			
1587718					
		101-2110-44080 UNIFORMS		\$276.00	UNIFORMS
		Total for STREICHER'S		\$276.00	
53911	09/20/2022	THOMSON REUTERS-WEST PUBLISH			
846966947					
		101-2110-44360 INVESTIGATIONS		\$169.26	INVESTIGATIONS
		Total for THOMSON REUTERS-WEST PI		\$169.26	
53912	09/20/2022	TOWN & COUNTRY DISPOSAL			
09012022					
		101-5500-43840 REFUSE		\$16.50	1715 WYOMING LIBRARY
		101-1400-43840 REFUSE		\$187.11	804 CITY OF WYOMING
		101-5200-43840 REFUSE		\$162.16	930 WYOMING CITY GARAGE
		101-3100-43840 REFUSE		\$120.98	803 CITY OF WYOMING
		Total for TOWN & COUNTRY DISPOSAL		\$486.75	

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53913	09/20/2022	UNUM LIFE INSURANCE			
10012022					
	101-1400-41310	LIFE INSURANCE		\$182.12	ADMIN
	101-2110-41310	LIFE INSURANCE		\$747.40	POLICE
	101-1910-41310	LIFE INSURANCE		\$65.26	PLAN & ZONE
	101-2400-41310	LIFE INSURANCE		\$136.76	BLDG
	101-3100-41310	LIFE INSURANCE		\$243.82	STREETS
	601-9425-41310	LIFE INSURANCE		\$123.31	WATER
	602-9425-41310	LIFE INSURANCE		\$123.31	SEWER
100122					
	101-0000-21715	VOLUNTARY TERM		\$340.84	VOLUNTARY TERM LIFE
Total for UNUM LIFE INSURANCE				\$1,962.82	
53914	09/20/2022	US BANK EQUIPMENT FINANCE			
481630226					
	101-2400-44330	DUES & SUBSCRIP		\$162.00	DUES & SUBSCRIPTIONS
Total for US BANK EQUIPMENT FINANCE				\$162.00	
53915	09/20/2022	VC3, INC.			
85532					
	101-1400-42090	NETWORK MUNICI		\$3,089.00	NETWORK MUNICIPAL COMPUTERS
Total for VC3, INC.				\$3,089.00	
53916	09/20/2022	VERIZON			
9914447474					
	602-9425-43210	TELEPHONE		\$246.90	TELEPHONE
	601-9425-43210	TELEPHONE		\$246.90	TELEPHONE
	101-1400-43210	TELEPHONE		\$83.06	TELEPHONE
	101-2400-43210	TELEPHONE		\$83.06	TELEPHONE
Total for VERIZON				\$659.92	
53917	09/20/2022	VICTORY AUTOMOTIVE SERVICE			
804589					
	101-2110-43900	VEHICLE MAINTEN		\$97.65	VEHICLE MAINTENANCE
804637					
	101-3100-43900	VEHICLE MAINTEN		\$1,246.43	VEHICLE MAINTENANCE
804639					
	101-2110-43900	VEHICLE MAINTEN		\$39.39	VEHICLE MAINTENANCE
804700					
	101-2110-43900	VEHICLE MAINTEN		\$43.87	VEHICLE MAINTENANCE
Total for VICTORY AUTOMOTIVE SERVICE				\$1,427.34	

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53918	09/20/2022	VISA		
28201382720	101-2110-44360	INVESTIGATIONS	\$114.94	INVESTIGATIONS
1000121247	101-2110-44360	INVESTIGATIONS	\$498.52	INVESTIGATIONS
177938	101-0000-21000	POLICE DONATION	\$42.79	POLICE DONATIONS
100121262	101-2110-44360	INVESTIGATIONS	\$61.17	INVESTIGATIONS
7459461	101-2110-42000	SUPPLIES - OFFICE	\$59.85	SUPPLIES - OFFICE/COPY/COMPUTR
3643413	101-2110-44010	REPAIRS & MAINT.	\$359.98	REPAIRS & MAINT. - BUILDINGS
126574708792	101-2110-42100	OPERATING SUPPL	\$2.99	OPERATING SUPPLIES
1961069	101-2110-42100	OPERATING SUPPL	\$85.00	OPERATING SUPPLIES
91436	101-2110-42080	TRAINING AND IN	\$219.00	TRAINING AND INSTRUCTION
Total for VISA			\$1,444.24	
53919	09/20/2022	VISA		
835	101-1410-42100	OPERATING SUPPL	\$112.38	OPERATING SUPPLIES
44	101-1410-42100	OPERATING SUPPL	\$82.27	OPERATING SUPPLIES
028504	101-1410-42100	OPERATING SUPPL	\$6.49	OPERATING SUPPLIES
08082022	101-1410-42100	OPERATING SUPPL	\$14.56	OPERATING SUPPLIES
0125	101-1400-42100	OPERATING SUPPL	\$27.96	OPERATING SUPPLIES
FC3635210-0003	101-1400-42100	OPERATING SUPPL	\$119.00	OPERATING SUPPLIES
9195465	101-1400-42000	SUPPLIES - OFFICE	\$6.99	SUPPLIES - OFFICE/COPY/COMPUTR
1971453	101-1400-42000	SUPPLIES - OFFICE	\$7.99	SUPPLIES - OFFICE/COPY/COMPUTR
2229857	101-3100-42000	SUPPLIES - OFFICE	\$24.95	SUPPLIES - OFFICE/COPY/COMPUTR
9796220	101-1400-42100	OPERATING SUPPL	\$13.99	OPERATING SUPPLIES
2245149451	101-1400-44330	DUES & SUBSCRIP	\$10.73	DUES & SUBSCRIPTIONS
INV162807203	101-1400-44330	DUES & SUBSCRIP	\$14.99	DUES & SUBSCRIPTIONS
100583194	101-1400-44330	DUES & SUBSCRIP	\$4.00	DUES & SUBSCRIPTIONS
Total for VISA			\$446.30	

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53920	09/20/2022	WEX BANK		
83690959				
	101-2400-42120	MOTOR FUELS	\$149.88	MOTOR FUELS
	101-2110-42120	MOTOR FUELS	\$558.80	MOTOR FUELS
	101-2110-42120	MOTOR FUELS	\$3,584.72	MOTOR FUELS
	101-3100-42120	MOTOR FUELS	\$1,033.31	MOTOR FUELS
	101-5200-42120	MOTOR FUELS	\$240.08	MOTOR FUELS
	601-9425-42120	MOTOR FUELS	\$528.93	MOTOR FUELS
	602-9425-42120	MOTOR FUELS	\$528.93	MOTOR FUELS
	101-2110-42120	MOTOR FUELS	\$(3,725.26)	MOTOR FUELS
	Total for WEX BANK		\$2,899.39	
53921	09/20/2022	WINNICK SUPPLY INC.		
461516				
	101-3100-42260	SIGN MATERIAL/RI	\$16.72	SIGN MATERIAL/REPLACEMENT
	Total for WINNICK SUPPLY INC.		\$16.72	
53922	09/20/2022	WSB		
07312022				
	651-1000-43030	ENGINEERING	\$306.00	2022 LGU SERVICES
	800-0000-20532	SHORE VIEW TWO	\$384.00	WSB-SHORE VIEW TWO PRELIM PLAT
	800-0000-20531	AADLAND WEST	\$475.00	WSB-AADLAND WEST HUNTER HILL OBSERVATION
	101-1910-43150	PLANNER (COMP P	\$138.50	2020 COMP PLAN UPDATE
	408-3100-43030	ENGINEERING	\$4,417.00	2021 STREET IMPROVEMENT PROJECT
	408-3100-43030	ENGINEERING	\$20,223.25	2022 EAST VIKING BLVD IMPROVEMENT
	101-1400-43030	ENGINEERING	\$3,730.00	2022 GENERAL ENGINEERING SERVICES
	101-1910-43030	ENGINEERING	\$215.00	2022 GENERAL PLANNING SERVICES
	408-9425-45350	IMPROVEMENTS	\$517.50	2022 TRUNK WATERMAIN IMPROVEMENTS
	800-0000-20597	FOURTEEN FOODS	\$4,263.25	WSB-FOURTEEN FOODS/DQ ESCROW SITE PLAN
	602-9425-43000	PROFESSIONAL SE	\$2,563.75	E VIKING BLVD SANITARY SEWER IMPROVEMENT
	800-0000-20591	GREGORY REZONE	\$1,713.50	WSB-GREGORY SITE PLAN REVIEW
	800-0000-20586	HALLBERG BINGH/	\$1,614.00	WSB-HALLBERG 273RD-FOREST BLVD PLAN REVI
	800-0000-20595	HALLBERG SITE PL	\$463.25	WSB-HALLBERG SITE PLAN ESCROW
	800-0000-20572	HEIMS LAKE VILLA	\$685.00	WSB-HEIMS LAKE VILLA NORTH PRELIM PLAT
	401-3100-45000	CAPITAL OUTLAY	\$1,139.25	HELIUM COURT STORM SEWER REPLACEMENT
	651-9425-43100	MS4 PERMIT - ENG	\$3,129.50	MS4 PERMIT - ENGINEERING
	800-0000-20568	MOXNESS SUMMEF	\$51.50	WSB-MOXNESS SUMMER FIELDS 1ST ADDITION
	800-0000-20568	MOXNESS SUMMEF	\$7,666.00	WSB-SUMMER FIELDS 2ND ADDTION FINAL PLAT
	800-0000-20568	MOXNESS SUMMEF	\$490.25	WSB-MOXNESS SUMMER FIELDS 3RD ADDITION
	800-0000-20593	AVERY PLACE PREI	\$934.75	WSB-AVERY PLACE PRELIM PLAT ESCROW
	800-0000-20593	AVERY PLACE PREI	\$1,975.00	WSB-AVERY PLACE PRELIM PLAT LIFTSTATION
	401-6231-44840	TREES	\$771.50	TREE FIELD APPLICATION
	601-9425-43030	ENGINEERING	\$3,876.50	UNDIRECTIONAL FLUSHING STUDY
	101-5200-44040	REPAIRS & MAINT.	\$8,359.00	PARK SYSTEM PLAN
	401-1000-45000	CAPITAL OUTLAY	\$172.00	PS SITE DESIGN
	Total for WSB		\$70,274.25	

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53923	09/20/2022	XCEL ENERGY		
794932114				
	101-3100-43860	STREET LIGHTS	\$6,563.55	STOP LIGHTS
795004221				
	101-3100-43800	UTILITIES-GAS/ELI	\$58.58	TRAFFIC SIGNAL
Total for XCEL ENERGY			\$6,622.13	

City of Wyoming Check Detail Register

11/11
September 16, 2022 09:23 AM
User: ssaxe
DR: Wyoming

09-20-2022

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

General Checking Account 10100
Total Amount Being Paid: \$171,196.11
Total Number of Checks: 53

Mayor Iverson

Councilmember Luger

Councilmember Nanko Yeager

Councilmember Schilling

Councilmember Ohnstad

For Check Dates 09/13/2022 to 09/13/2022

Check Number Name			Check Date
Text Label	53867	PACIFIC LIFE INSURANCE	09/13/2022
Item Code	GL Number	Amount	
ROTH	101-0000-21712	230.77	
		<u>230.77</u>	
Text Label	53868	LAW ENFORCEMENT LABOR	09/13/2022
Item Code	GL Number	Amount	
UNION POLICE	101-0000-21713	585.00	
		<u>585.00</u>	
Text Label	53869	CENTRAL PENSION FUND,	09/13/2022
Item Code	GL Number	Amount	
CENT PENS FUND	101-0000-21716	480.00	
		<u>480.00</u>	
Text Label	53870	WI SCTF,	09/13/2022
Item Code	GL Number	Amount	
WI CHILD SUPPOR	101-0000-21710	215.42	
		<u>215.42</u>	
Text Label	EFT918	SELECTACCOUNT,	09/13/2022
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>	
Text Label	EFT919	P.E.R.A.,	09/13/2022
Item Code	GL Number	Amount	
CORD PERA	101-0000-21704	2,769.86	
DCP PERA	101-0000-21704	0.00	
DCP PERA MATCH	101-0000-21704	0.00	
PERA CITY MATCH	101-0000-21704	3,195.98	
PF PERA	101-0000-21704	4,269.13	
PF PERA CITY	101-0000-21704	6,403.69	
		<u>16,638.66</u>	
Text Label	EFT920	INTERNAL REVENUE SERVICE,	09/13/2022

For Check Dates 09/13/2022 to 09/13/2022

Check Number Name

Check
Date

Item Code	GL Number	Amount
FITW	101-0000-21701	7,450.46
MEDICARE_EE	101-0000-21703	1,067.00
MEDICARE_ER	101-0000-21703	1,067.00
SOCSEC_EE	101-0000-21703	2,440.52
SOCSEC_ER	101-0000-21703	2,440.52
		14,465.50

Text Label EFT921 STATE OF MINNESOTA,

09/13/2022

Item Code	GL Number	Amount
SITW	101-0000-21702	3,310.00
		3,310.00

Text Label

General Checking Account 10100
Total Amount Being Paid: \$37,939.97
Total Number of Checks: 8

 Mayor Iverson

 Councilmember Luger

 Councilmember Nanko Yeager

 Councilmember Schilling

 Councilmember Ohnstad

RESOLUTION NO. 22-09-80

**A RESOLUTION ACCEPTING A DONATION FROM NANCY HEBRINK TO THE RAILROAD
PARK PROJECT**

WHEREAS, The City of Wyoming is generally authorized to accept donations of real and personal property pursuant to Minnesota Statutes Section 465.03 for the benefit of its citizens, and is specifically authorized to accept gifts.

WHEREAS, the following person has offered to donate \$2,000.00 to the City of Wyoming:

<u>Name of Donor</u>	<u>Value</u>
Nancy Hebrink	\$2,000.00

WHEREAS, The City Council finds it appropriate to accept the donation offered.

THEREFORE, BE IT RESOLVED, The City of Wyoming graciously accepts the donation from Nancy Hebrink in the amount of \$2,000.00.

**HEREUPON SAID RESOLUTION WAS DECLARED DULY PASSED AND ADOPTED THIS
20th DAY OF SEPTEMBER, 2022.**

CITY OF WYOMING

By: _____
Lisa Iverson, Mayor

ATTEST:

Robb Linwood, City Administrator



September 15, 2022

Mayor Iverson and City Council Members

Re: Public Safety Activity Report, September 20, 2022, City Council Meeting

Fleet Update

On September 7th, we were notified by Ford that the three vehicles that had been ordered in January of this year, were cancelled and they will not be fulfilling the order. Their solution was an offer to reorder the vehicles by the following day, for an \$8000 increase in cost, per vehicle. We declined to take that offer. This also means that all 2023 Ford Interceptors for 2023 needed to be ordered by that day as well. Considering budget approval does not happen until December, this was not an option.

As the year was progressing with no build date from Ford, in July, I started exploring alternative options to acquire police vehicles. One of those options is Guardian Fleet Supply out of Clear Lake, Minnesota. We are exploring cost and availability, but purchasing through this vendor seems to be the most viable option at this time.

We will be coming back to Council at the next meeting for updated cost for these vehicles so we can move ahead as soon as possible with replacing the squad that was totaled in December and replacing the other two squads that have exceeded the mileage of the warranty.

Fire Updates

No update at this time.

Upcoming Community Outreach Events

- September 30, 3033 – Cover the Cruiser event at Casey’s WY
- October 7 – 10, 2022 – Faith and Blue Weekend (POSTPONED UNTIL 2023)

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



PUBLIC SAFETY

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



September 16, 2022
Honorable Mayor and City Council
City of Wyoming
26885 Forest Boulevard
Wyoming, MN 55092

RE: SEPTEMBER 20, 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 southbound right turn lane has been constructed and ground in front of the buildings is being prepped for paving. All interior walls have been constructed, all roofing and steel siding is complete, stone wainscoting, and overhead doors have been installed on all buildings. The steel frames for all four structures have been erected. The floor slabs all the buildings have been placed. All footings and the foundations for the buildings are in, site grading is near completion.

Hallberg Bingham Site

Interior framing and rough-ins have been approved on the north unit Parking lot paving has been done. . Plumbing underground inspections have been approved and the slab has been placed in the north tenant space. Siding and roofing have been done. The masonry firewall separating the two tenants has been constructed. Structural steel has been erected. Footings and foundation have been installed. Site work continues. The building and grading permits have been issued.

Fairview Hospital

The permit to remodel a laboratory area has been issued; plumbing and HVAC final inspections have been approved.

Maranatha Radio Tower

The fence surrounding the tower site is constructed, but one of the congregant's needs to make and install the gate to complete the job.

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



**ECKBERG
LAMMERS**
ATTORNEYS AT LAW

www.eckberglammers.com

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

Writer's Email:
tloonan@eckberglammers.com

September 14, 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 – September 1, 2022 – September 14, 2022

Dear Robb:

Our office is reviewing contracts relating to upcoming development projects and the public safety building. We continue to field general questions relating to employment matters and serve in our general counsel role of addressing all general legal 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

.....

September 15, 2022

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

Re: September 20, 2022 City Council Meeting
WSB Project No. 018813-000

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.

Capital Improvement Planning/Street Rating Results/Annual Road Tour

Staff has collaborated on future road projects (maintenance and construction), updating costs based on current pricing, updated mapping, and have worked with financial consulting staff to incorporate into our long-term financial plan. This was discussed at the work session on July 28th. Council has briefly discussed as part of the budgeting process. Staff will be bringing forward three items related to the Capital Improvement Plan for roadway infrastructure.

An agenda item requesting authorization to complete the feasibility study for the Fallbrook Avenue Improvement Project has been placed on the September 20, 2022 City Council meeting agenda for your consideration. The future item will be to formally change the scope of the East Viking Boulevard Improvement Project and identify any procedural requirements that may need to be completed again that are dictated by the public improvement process governed by state statute. Another future agenda item will be to further discuss the City assessment policy and determine if Council wishes to make any changes to the assessment policy.

Diamond Ridge Development

A preconstruction meeting has been scheduled for September 21, 2022. Plans have been approved and the developer has provided a different contractor bid for slightly less than the previous contractors bid. The development agreement has been updated and staff has received the necessary securities. The developer indicated his contractor cannot get concrete curb and gutter completed this year and was inquiring if he could get building permit if the roadway were

built up to gravel. Staff indicated yes, provided they do the snow plowing and the asphalt where they connect to the sanitary sewer, adjacent to existing homes, is completed this fall. Staff will be sure to convey neighbor concerns related to construction that have come up as part of the public hearing and other comments received.

East Viking Boulevard (Fenwick to Polaris)

Staff will be bringing back an agenda item formally changing the scope of the project due to not receiving the grant funding applied for. The rural reclamation portion of the project east of Glen Oak Avenue will be eliminated with the exception of the bridge replacement portion of the project that will remain as part of the project. Staff will evaluate if any of the statutory public improvement process steps such as public hearings are required to be completed again. Staff anticipated bringing this agenda item to the October 4th City Council meeting.

Helium Court Storm Sewer Repair / 266th Street Storm Sewer Addition

City Council recently awarded both storm sewer improvements and a preconstruction meeting has been held. We will receive a schedule for the completion of these projects once the contractors know when they can get the materials.

Bingham Property – Hallberg Project (Multi-Tennent)

Construction is underway. 273rd Street and the parking lot/entrance has been paved.

Sunrise Riverbank Development (residential and commercial)

Staff continues to work with the development team and Chisago County as they work to finalize their plans and cost questions/concerns. On September 14th, staff sent the applicant plan comments on their resubmitted plans. The developer did share that they are working through some environmental items related to portions of the old golf course. It sounded like this will slow them down a little and they will inform me when they know more. In the meantime, they did submit CSAH 22 updated plans to the County for review. A meeting to discuss the commercial area access and realignment of Kettle River Boulevard is slated to occur in the near future.

Upcoming Developments

Katies Glenn, which is located along Goodview Avenue, has submitted an updated concept plan that the planning commission recently reviewed. No further information has been submitted to date.

Comfort Lake Overlook (Sketch/Concept Plan)

The sketch/concept plan for Comfort Lake Overlook, a proposed development located off of 260th Street, just west of Comfort Lake has been submitted and has been reviewed by staff. After receiving preliminary feedback, the applicant recently submitted the preliminary plat, however they just pulled the application for the development. The developer indicated that they were pausing the development, but we are unaware of the new timelines.

2021 Street Improvement Project

Staff has met with the contractor the week of 7/18, 9/1 and 9/6 with their subcontractor to go over remaining work. Punch list items, and yard restoration is currently underway (again) and staff will be reviewing to ensure restoration efforts have taken. We are also working with the contractor to go over final payment quantities. Once restoration is acceptable, staff will bring a

final pay voucher to the City Council for consideration. Once the project is accepted, the two-year warranty period will begin.

TH 61 and East Viking Sanitary Sewer Upsizing Project

Punch list items are complete with the exception of some small restoration efforts adjacent to warranty work where they replaced a driveway apron. Once restoration is acceptable, staff will bring a final pay voucher to the City Council for consideration. Once the project is accepted, the two-year warranty period will begin.

Summer Fields Development

First Addition (19 lots): Improvements are substantially complete through the first layer of asphalt. Wearing Course will be placed later this fall as the development continues to have success building out the homes. 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): Utility Construction, curb and gutter placement and asphalt has been placed. The turn lane on Kettle River Boulevard was recently paved.

Third Addition

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

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

Preserve at Comfort Lake

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. We are scheduling a meeting with the developer and builder to address erosion and tracking of sediment issues.

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. The concrete sidewalk has been completed. We will be meeting with the developer/builder to discuss site issues related to the home building process.

Comprehensive Plan

We have provided City staff with a plan containing requested revisions, additions and map updates for review. The comp plan was recently reviewed at an all boards meeting. Additional updates will be made as we receive edits from staff and planning commission.

Aadland Development (Hunter Hill)

Punch list items are currently underway. We will be meeting with the developer/builder to discuss site issues related to the home building process.

Hallberg Storage

The turn lane on CR 30 was recently completed. The site improvements portion of this project is anticipated to be completed this fall.

East Viking Bridge over the Sunrise River

Staff has received a notice from the DNR (Carlos Avery) that we have received authorization to acquire the necessary ROW to construct the bridge and have recently been told by the DNR the amount, which was approximately \$2,500.

Staff will continue to meet with both Chisago City and Polaris (separately) to discuss the bridge replacement and access while the western access to Polaris is closed. This project will be bid jointly with the East Viking Boulevard Improvement Project.

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

The updated plan has been provided to staff for review.

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

Sincerely,

WSB and Associates, Inc.



Mark Erichson, PE
City Engineer



Public Works Report

Date: September 20th, 2022

Mayor Iverson and City Council Members

Public Works Report for September 6th, 2022 Council Meeting

September brings the beginning of DOT Inspections on our large trucks and trailers. This process insures our plow trucks are ready for winter.

Kettle River received 500 tons of gravel and preparation for the fall events.

The South Water Tower pipe has been ordered and we are looking at October for installation of the riser pipe.

Tree trimming and fallen trees have been cleaned up.

Sewer jetting is completed for 2022. One third of the city.

Hydrant flushing is scheduled for the beginning of October.

Parks:

Pruning of trees in the parks continues/ Swenson Park completed

Reservation signs and garbage has been completed

We are working with WSB on a collector app for trees

Meetings with Hugo Tree for writing an Emerald Ash Program for the city.

Sanitary Sewer:

The jetting and cleaning of the sanitary sewer lines is completed.

Water:

Daily and monthly water tests have been completed

South Water Tower riser pipe scheduled for October

Hydrant flushing starting October 3rd.

Streets:

Potholes have continued being filled

Ditch mowing continues

Kettle River prepped for events.

Surface Water:

Setting up annual training with WSB

Street sweeping continues/ Training completed

Helium Court and Feriday Avenue projects ready to start after supplies are on-site.

Catch basin repair on Forest Boulevard Lane being scheduled



CITY OF WYOMING

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

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



CHISAGO COUNTY
HRA-EDA
A Natural Resource for Business

Highway 8 Strategic Framework Open House

Join the conversation regarding the future of Highway 8 as we look at the impacts and opportunities of the road reconstruction anticipated for 2024. HKGI, a planning consultant agency, was chosen to facilitate creating a strategic framework with cities along the corridor and county departments. Considerations include economic development, land use, road connections and the environment based on the anticipated development opportunities around the road reconstruction. This Highway 8 Strategic Framework was meant to bring communities together and to plan ahead of the anticipated development.

Date September 28, 2022
Time 4:30pm – 6pm
Location Chisago Lakes Library
11754 302nd St
Chisago City, MN 55013

For more information contact: Chisago County HRA-EDA, 651.674.5664



*Funding for this project was provided in part by the Initiative Foundation, a regional community foundation, along with the Chisago County HRA-EDA, and the cities of Wyoming, Chisago City, and Lindstrom.

**CITY OF WYOMING PROCLAMATION FOR COMMUNITY TRUST,
EQUITY AND INCLUSION AND THE CONDEMNING OF RACISM
AND DISCRIMINATION**

WHEREAS, the city of Wyoming recognizes the numerous contributions groups have made in making our community a vibrant, dynamic and innovative place for all; and

WHEREAS, fostering a safe environment where all people are welcomed, accepted, and fully integrated into the social, civic, and economic fabric of Wyoming is a priority for our City; and

WHEREAS, the founding principles of our nation set forth the fundamental ideals of equality, equity and inclusion; the basic right of people to life, liberty and the pursuit of happiness; and equal protection as expressed in the United States Constitution; as well as, freedom from fear and want; and

WHEREAS, supporting a diverse community aligns with the City's commitment and strategic objectives to promote a more inclusive, accessible, positive, and equitable community that embraces a welcoming, inclusive community where people feel connected; and

WHEREAS, the city of Wyoming is committed to creating and advancing an inclusive, diverse, equitable, accessible, and positive environment for our community; and

WHEREAS, the city of Wyoming condemns all racism and racist acts and welcomes all persons, regardless of race, color, religion, national origin, sex, gender, identity or expression, age, disability and wants everyone to feel safe and welcome in our community

WHEREAS, the city of Wyoming formally condemns all discrimination in all of its forms, commit to fair and equal treatment of everyone in our community, and strive to ensure all of our actions, policies and operating procedures reflect this commitment

**HEREUPON SAID PROCLAMATION WAS DECLARED DULY PASSED AND ADOPTED THIS
20TH DAY OF SEPTEMBER, 2022**

CITY OF WYOMING

Lisa Iverson, Mayor

ATTEST:

Robb Linwood, City Administrator/Clerk

Request for Council Action

Date: September 19, 2022

Presented to: Mayor Iverson and City Council Members

Presented by: Robb Linwood, City Administrator

Department: Administration

Reference: Construction Management Contract Kraus Anderson and Wold Architects construction documents contract

Method: New Business

Background Information:

At its 2019 goal setting session, the City Council identified as a goal and priority the beginning planning and assessment of the existing city facilities. In October of 2019 the city council approved an RFP for facility improvements at Wyoming city hall. After review of proposals and interviews the city council selected Wold Architects for these services at the December 3, 2019 city council meeting. At a February 12, 2020 council work session the city council asked that Wold provide a proposal for a master plan/needs assessment for all city facilities. At the March 4, 2020 city council meeting the city council approved a space needs assessment to study long-term facility planning with options that take into consideration the needs of the various department's current facility conditions and site constraints.

Wold presented its findings from the space needs study, along with a site master plan, at the Council's November 12, 2020 work session. At an April 7, 2022 council work session Wold reviewed options for facilities and renovation including a new public safety building on a Greenfield site that would house both fire and police. The council also reviewed the tax impacts for the facility costs and the overall cash position of the city. At the June 1, 2021 council meeting the city council approved schematic design for renovations at Wyoming city hall, a new public safety building and a public works building. On January 4, 2021 the City Council approved a contract with Wold Architects to enter the design development phase of the public safety building project. The resulting plans were presented to the City Council on May 17, 2021 and again at the City Council meeting on July 28, 2021

The City Council also authorized staff to seek proposals for construction management services for the Public Safety Building at the February 1, 2022 council meeting. After review of the proposals received the city council selected Kraus-Anderson (KA) be selected as Construction Manager at the March 1, 2022 city council meeting. In this role, KA acts as the City's advocate on the construction site, manages the contractors, manages the daily construction activity, reviews bids/budget and works with the architect to find creative solutions to issues that may arise.

Wold Architects continue to give the city council updates about the project's progress and status throughout 2022 and most recently at the July 28, 2022 council meeting.



CITY OF WYOMING

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

Construction Management and Architectural Fees

Wold Architects has presented a letter and contract to complete the final portions of the contract documents, bidding and construction administration for a total amount of \$397,000 to complete all remaining architectural services for the new Public Safety Facility.

Overall construction management fees to be completed by Kraus Anderson are estimated to be \$734,309.00, depending upon final project costs presented in the construction bids next spring; these costs have been factored into the estimates previously provided by Wold in the overall budget of \$13,412,000

PROJECT BACKGROUND

The Public Safety Building project includes the complete construction of an approximate 30,150 square foot building. This is less the original design square footage of 34,580 square feet. Staff worked with both Kraus Anderson and Wold Architects to condense the building size that still maintains the current operations of the departments and ensures a building that would be able to handle the future size and operations of Public Safety. As part of the needs assessment completed by Wold Architects both a condition and functional assessment were taken of all city facilities

Condition Assessment is the evaluation of the physical infrastructure of the existing facilities. Each building's systems are evaluated in order to create a report of items that need to be replaced or upgraded to maintain the building as a city asset into the future.

Functional Assessment is to evaluate the adequacy of space sizes and arrangements in supporting the operations of each city function – both currently and projected into the future. An ideal utilization of space that is needed to support city operations is the outcome of the functional assessment.

Fire Area of Building

The existing station was constructed in 1977 as part of the Wyoming municipal building. There have been significant changes in the industry over the past several decades including, but not limited to, health and safety standards that prescribe separate zones for contaminated gear and areas where personnel train, rest and do reports. Proper air exchange and handling within the station is an industry standard, which did not exist when the building was constructed. The equipment used today has also changed and is, in most cases, much larger. As one example, the type of ladder truck that the City would replace in the future would not fit in the existing facility. The collective impact of the overall size of the equipment and the need to add equipment in order to continue to provide adequate service and safety standards over the last 45 years has created space issues.

Fire Department Condition Assessment

General Systems:

- Toilet and shower rooms are not ADA compliant
- Apparatus Bay Floor is 6" lower than main level floor, without an ADA compliant ramp.
- Interior finishes are showing their wear and in some cases are original.
- Building is not sprinkled.
- Would need to evaluate and remove 'assumed asbestos' in the building.
- Corroded structure near grade level of building.



CITY OF WYOMING

P.O BOX 188 26885 Forest Blvd, Wyoming, MN 55092
Phone: 651-462-0577 Fax: 651-462-0506

- No insulation at exterior walls.
- Existing Roof System is showing signs of deterioration which has caused leaks.

Mechanical Systems:

- Sewer piping in restrooms is not draining properly.
- Current storm drain is PVC, this is susceptible to breaking due to expansion / contraction.
- Aging plumbing system in toilet rooms.
- Apparatus bay ventilation does not meet current code (exhaust inlet placement and fan controls)
- Apparatus bay heating systems are aged and ineffective.
- No direct source of outside air for mechanical ventilation serving office area.

Electrical Systems:

- Any expansion or remodel would justify replacement of service and upgrading to 3-phase power

Fire Department Functional Assessment

- Facility does not meet current industry standards for health and wellness of firefighters; lack of decontamination areas.
- Inadequate space for administration, supplies, support rooms, and meetings spaces
- Apparatus bays are limited and are not tall enough for new vehicle standards.
- Lack of storage spaces for apparatus bay.
- Working environment is uncomfortable due to poor HVAC and ventilation systems.
- Facility is deficient in report writing and training spaces.
- Facility will not support any future model changes.

Proposed New Public Safety Building Area Fire Operations

The fire operations portion of the building will consist of approximately 13,277 square feet that will consist of 11,333 for apparatus storage and 1,944 for office staff/support.

Police Area of Building

The construction of the current police station initially was from 1972, but renovated in 2009 when the police station took over the former Wyoming Township town hall administrative area. The move in 2009 was to have an intent of a five year temporary location and the building hinders many of the operations of the department.

The current location lacks the basic functions of modern policing. There is no space dedicated to private victim interviews or secure suspect interview/interrogation rooms. Our victims and suspects have to wait together in the small 6' x 8' lobby until interviews can be completed; increasing the trauma to our crime victims. The Public Safety building lacks security and should be fortified for officer safety and emergency operations.

The current location is inadequate of meeting modern policing standards and general business practices. The Police Department has no dedicated space for evidence processing, our staff is processing narcotics and biohazard materials in the same general space as their food preparation, uniform changing area, general storage, and squad storage. The lack of operational function separation increases the cross contamination between sterile evidence processing, decontamination efforts and food preparation.

As training mandates increase for both Police and Fire, we have to have spaces to administer these requirements. Our police facility has no space available for police training, no training rooms, no conference rooms, and no space to gather employees beyond the limitations of small offices that are already at three times the recommended occupancy limitations. As police reform and training requirements increase for professional policing, staff is limited



CITY OF WYOMING

P.O BOX 188 26885 Forest Blvd, Wyoming, MN 55092
Phone: 651-462-0577 Fax: 651-462-0506

to external training venues which increase overall cost and reduces the efficiency of training Public Safety employees.

There are a vast number of functions a Public Safety Department provides for a community, to meet the ever growing demands, the functionality of the services require equipment and supplies. Supplies are often stacked to the ceilings, which brings in potential worker comp claims and OSHA violations.

Diversified staffing requires a separation of bathroom and changing areas for gender diversity. The Police station does not have adequate bathroom or changing facilities, especially considering the hazardous substances exposure their jobs require. There is only one bathroom at the Police Department that all male and female employees' use along with Public Works employees as well. There is no locker room or showers for any of the employees.

Police Condition Assessment

General Systems:

- Toilet and shower rooms are not ADA compliant
- Building is not sprinkled.
- No insulation on the exterior walls.
- Foundation is falling apart at the front of the building.
- No security or ballistic protection at exterior walls and glazing.

Mechanical Systems:

- Plumbing system interconnected with Public Works.
- Data/Storage room fan is not adequate to maintain recommended temperature for equipment.
- Garage does not have a ventilation system as requirement by current code.
- Relatively new furnace and condensing unit.
- Public Works floor drain has an overflow pipe routed under the Law Enforcement building and parking lot

Electrical Systems:

- The service is overloaded and in need of replacement
- Some interior and exterior fixtures are in need of replacement, lighting controls should be implemented throughout

Police Condition Assessment

- Location is not centralized and results in longer response times.
- Current 'temporary facility' falls short of industry standards and best practices; lacks hardening.
- Facility prohibits future growth.
- Inadequate Lobby space to meet the public and no public restrooms.
- Lack of proper decontamination facilities in the building.
- Garage is not sufficient in order to protect the City's investment in vehicles.
- Inefficient and inadequate evidence processing and storage to maintain chain of custody.
- Deficient working space for officer report writing and office space.
- Lack of support spaces like breakroom and adequate locker spaces.



CITY OF WYOMING

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Phone: 651-462-0577 Fax: 651-462-0506

Proposed New Public Safety Building Area Police Operations

The portion of the building dedicated to police operations would be approximately 14,340 square feet that is made up of a patrol area, staff support, evidence, training/EOC/storm shelter and break room and garage space area

Preliminary cost estimates

Refined cost estimates that were derived from the design development phase show a total project cost of approximately \$13,412,000.

Financing

If the project were to proceed in 2023, the City would rely primarily on the sale of Bonds for financing. Conversely, staff is projecting that the project would be funded through bonds, but Staff remains engaged with local Legislators regarding potential contributions from the State if a special session happens.

Decision Timeline

The City Council has approved Wold to move into construction document design, which is anticipated to be completed in January/February of 2023. Following authorization to advertise for bids, the City Council would receive bids in March/April of 2023 for consideration. If the bids are accepted, the project would commence in the summer of 2023 and anticipated to take approximately 13 months.

Recommendation

Staff recommends the City Council approve the attached **Resolutions 22-09-81 and 22-09-82** authorizing the agreements to enter into contract with Kraus-Anderson for Construction Management Advisor services and construction document design/issuance with Wold Architects for the public safety building project.



CITY OF WYOMING

P.O BOX 188 26885 Forest Blvd, Wyoming, MN 55092
Phone: 651-462-0577 Fax: 651-462-0506



September 15, 2022

Robb Linwood, City Administrator
Wyoming City Hall
26885 Forest Boulevard
Wyoming, Minnesota 55092

Re: City of Wyoming
New Public Safety Facility
Commission No. 212157

Dear Robb:

As a result of the efforts of the City's Core Planning Group members we were proud to be able to report the close of our Design Development work as "on budget" at the July 28th Council Work Session. At this point we would recommend the City take the next steps with this important project and consider approval of our proposal to complete the Construction Documents phase and remaining phases to bring the Wyoming Public Safety Facility to reality.

As previously indicated, we consistently propose fixed fees of 6% for new construction; based on your approved building construction cost (less site cost as that portion would be designed by WSB). This results in the following calculation, with full credit for the previously completed Design efforts:

Construction Cost Estimate	\$10,572,000
<u>Half of Construction Contingency</u>	<u>\$ 241,500</u>
Total Construction Budget	\$10,813,500
<u>Less Site Costs</u>	<u>(\$ 1,147,000)</u>
Building Construction Budget	\$ 9,666,500
<u>Full Service Fixed Fee Rate</u>	<u>x 6.0%</u>
Total Full Service Fixed Fee	\$ 580,000

Per our Contract and typical AIA agreements, the remaining phases of work constitute the following with listed percentages; Contract Documents (CD - 40%), Bidding (BD - 5%), and Construction Administration (CA - 20%). Your fee calculation for completion of the project is as follows:

\$580,000 (full service fixed fee)
x 65%
\$377,000 total fixed fee through CA

Reimbursable Expenses are in addition to compensation for Basic and Supplemental Basic Services and include expenses incurred by the Architect's consultants directly related to the Project, such as mileage, printing, communication costs, etc. Based on the remaining phases to be completed and reimbursables billed to date we propose a maximum amount, invoiced at actual amount incurred, capped at \$20,000 resulting in a **total contract amount of \$397,000** to complete all remaining architectural services for the New Public Safety Facility.

Based on feedback from the most recent Council Work Session and internal discussions, we are planning for the Public Safety Facility to have completed bids at the end of 2022, targeting an early 2023 award.

Wold Architects and Engineers
332 Minnesota Street, Suite W2000
Saint Paul, MN 55101
woldae.com | 651 227 7773

PLANNERS
ARCHITECTS
ENGINEERS



As stated in our previous proposal, Wold Architects and Engineers has full Interior Design and Audio/Visual Systems Design capability, and can provide these services needed to design, procure and administer implementation of these building elements upon request. Our fixed fee approach is the same, and we would use the value of the furnishings or equipment that we are responsible for to calculate the fee based on a percentage of that.

We're excited to continue our design for the New Public Safety Facility and look forward to making this extremely important project for the Wyoming community a reality. Please let me know if I can provide any additional information, and thank you for the opportunity to help make a difference!

Sincerely,

Wold Architects and Engineers

A handwritten signature in black ink, appearing to read "Jonathan Loose".

Jonathan Loose | P.E., LEED AP
Partner

cc: Michael Klass, Wold
Paige Sullivan, Wold
Michelle Kruta, Wold

AM/CI_Wyoming/212157/crsp/sep22

DRAFT AIA® Document B132™ – 2019

Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition

AGREEMENT made as of the « Second » day of « September » in the year « Two
Thousand and Twenty-Two »
(In words, indicate day, month, and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address, and other information)

« City of Wyoming » « »
« 26885 Forest Boulevard »
« Wyoming, Minnesota 55092 »
« Telephone Number: 651-462-0575 »

and the Architect:
(Name, legal status, address, and other information)

« Wold Architects and Engineers
332 Minnesota Street, Suite W2000
Saint Paul, Minnesota 55101
« Telephone Number: 651-227-7773 »
« Fax Number: 651-223-5646

for the following Project:
(Name, location, and detailed description)

« Basic Contract Agreement for current and future projects agreed upon in writing by
both parties. »
« »
« »

The Construction Manager:
(Name, legal status, address, and other information)

« Kraus-Anderson Construction Company » « »
« 501 South Eighth Street »
« Minneapolis, Minnesota 55404 »
« Telephone Number: 612-332-7281 »

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An Additions and Deletions Report that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with AIA Documents A132™-2019, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition; A232™-2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition; and C132™-2019, Standard Form of Agreement Between Owner and Construction Manager as Adviser. AIA Document A232™-2019 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

ELECTRONIC COPYING of any portion of this AIA® Document to another electronic file is prohibited and constitutes a violation of copyright laws as set forth in the footer of this document.

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ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable," or "unknown at time of execution".)

§ 1.1.1 The Owner's program for the Project:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

« To be determined by separate fee letter. »

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site; etc.)

« To be determined by separate fee letter. »

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

(Provide total and, if known, a line item breakdown.)

« To be determined by separate fee letter. »

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

« To be determined. »

.2 Construction commencement date:

« To be determined. »

.3 Substantial Completion date or dates:

« To be determined.

.4 Other milestone dates:

« To be determined.. »

§ 1.1.5 The Owner intends the following procurement method for the Project:
(Identify method such as competitive bid or negotiated contract.)

« To be determined by separate fee letter. »

§ 1.1.6 The Owner's requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction are set forth below:
(Identify any requirements for fast-track scheduling or phased construction and, if applicable, list number and type of bid/procurement packages.)

« To be determined by separate fee letter. »

§ 1.1.7 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

« To be determined by separate fee letter. »

§ 1.1.7.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall define the terms, conditions and services related to the Owner's Sustainable Objective.

§ 1.1.8 The Owner identifies the following representative in accordance with Section 5.4:
(List name, address, and other contact information.)

« »
« »
« »
« »
« »
« »

§ 1.1.9 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
(List name, address, and other contact information.)

« »

§ 1.1.10 The Owner shall retain the following consultants and Contractors:
(List name, legal status, address, and other contact information.)

.1 Construction Manager:

(The Construction Manager is identified on the cover page. If a Construction Manager has not been retained as of the date of this Agreement, state the anticipated date of retention. If the Architect is to assist the Owner in selecting the Construction Manager, complete Section 4.1.1.1.)

« Kraus-Anderson Construction Company
501 South Eighth Street
Minneapolis, Minnesota 55404

Telephone Number: 612-332-7281 »

.2 Land Surveyor:

« To be determined. »« »

« »
« »
« »
« »

.3 Geotechnical Engineer:

« To be determined. »« »

« »
« »
« »
« »

.4 Civil Engineer:

« To be determined. »« »

« »
« »
« »
« »

.5 Landscape Architect:

« To be determined. »« »

« »
« »
« »

« »

.6 Other consultants and Contractors:

(List any other consultants and Contractors retained by the Owner.)

« »

§ 1.1.11 The Architect identifies the following representative in accordance with Section 2.4:
(List name, address, and other contact information.)

«»
«»
«»
«»
«»
«»

§ 1.1.12 The Architect shall retain the consultants identified in Sections 1.1.12.1 and 1.1.12.2:
(List name, legal status, address, and other contact information.)

§ 1.1.12.1 Consultants retained under Basic Services:

.1 Structural Engineer:

« BKBM Engineers »« »

« 6120 Earle Brown Drive, Suite 700 »

« Minneapolis, Minnesota 55430 »

« »
« »

.2 Mechanical Engineer:

« Paulson and Clark Engineering
2352 County Rd J E
White Bear Lake, Minnesota 55110
»
« »
« »

.3 Electrical Engineer:

«
Paulson and Clark Engineering
2352 County Rd J E
White Bear Lake, Minnesota 55110
»
« »
« »

§ 1.1.12.2 Consultants retained under Supplemental Services:

« »

§ 1.1.13 Other Initial Information on which the Agreement is based:

« »

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

§ 1.4 The term "Contractors" refers to persons or entities who perform Work under contracts with the Owner that are administered by the Architect and Construction Manager. The term "Contractors" is used to refer to such persons or entities, whether singular or plural. The term does not include the Owner's own forces, or Separate Contractors, which are persons or entities who perform construction under separate contracts with the Owner not administered by the Architect and Construction Manager.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall

perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall provide its services in conjunction with the services of a Construction Manager as described in AIA Document C132™–2019, Standard Form of Agreement Between Owner and Construction Manager as Adviser. The Architect shall not be responsible for actions taken by the Construction Manager.

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

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

§ 2.6 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.6.1 Commercial General Liability with policy limits of not less than « One Million » (\$ « 1,000,000 ») for each occurrence and « Two Million » (\$ « 2,000,000 ») in the aggregate for bodily injury and property damage.

§ 2.6.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than « One Million » (\$ 1,000,000« ») per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.6.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.6.1 and 2.6.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.6.4 Workers' Compensation at statutory limits.

§ 2.6.5 Employers' Liability with policy limits not less than « One Million » (\$ « 1,000,000 ») each accident, « One Million » (\$ « 1,000,000 ») each employee, and « One Million » (\$ « 1,000,000 ») policy limit.

§ 2.6.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than « One Million » (\$ « 1,000,000 ») per claim and « Two Million » (\$ « 2,000,000 ») in the aggregate.

§ 2.6.7 **Additional Insured Obligations.** To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.6.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.6.

§ 2.6.9 The Architect's policies shall be primary insurance to any other valid and collectible insurance available to the Owner with respect to any claim arising out of the Architect's performance under this Contract. The Architect is responsible for payment of Contract related insurance premiums and deductibles. All policies listed above, except professional liability, shall be written on an "occurrence" form ("claims made" and "modified occurrence" forms are not acceptable) and shall apply on a "per project" basis. The Architect shall obtain insurance policies from insurance

companies having an “AM BEST” rating of A- (minus); Financial Size Category (FSC) VII or better, and authorized to do business in the State of Minnesota.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services; cost estimating, food service, pool, theater, and acoustical consultants will be hired by Architect as services are required as part of Basic Services. The Architect's Basic Services do not include civil engineering or landscape architecture services, which shall be provided by consultants contracted directly to the Owner. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner, the Construction Manager, and the Owner's other consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner, the Construction Manager, and the Owner's other consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency, in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit, for the Construction Manager's review and the Owner's approval, a schedule for the performance of the Architect's services. The schedule shall include design phase milestone dates, as well as the anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. This schedule shall include allowances for periods of time required for the Owner's review, for the Construction Manager's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall submit information to the Construction Manager and participate in developing and revising the Project schedule as it relates to the Architect's services. The Architect shall review and approve, or take other appropriate action upon, the portion of the Project schedule relating to the performance of the Architect's services.

§ 3.1.5 The Architect shall not be responsible for an Owner's or Construction Manager's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.6 The Architect shall, in coordination with the Construction Manager, contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.7 The Architect shall assist the Owner and Construction Manager in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner and Construction Manager, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and Construction Manager and shall discuss with the Owner and Construction Manager alternative approaches to design and construction of the Project,

if requested by Owner. The Architect shall reach an understanding with the Owner and Construction Manager regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, to the Owner and Construction Manager, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Construction Manager's review and Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider, if requested by Owner, sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider with the Owner and the Construction Manager the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit the Schematic Design Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Schematic Design Documents.

§ 3.2.7 Upon receipt of the Construction Manager's review comments and cost estimate at the conclusion of the Schematic Design Phase, the Architect shall take action as required under Section 6.4, and request the Owner's approval of the Schematic Design Documents. If revisions to the Schematic Design Documents are required to comply with the Owner's budget for the Cost of the Work at the conclusion of the Schematic Design Phase, the Architect shall incorporate such revisions in the Design Development Phase.

§ 3.2.8 In the further development of the Drawings and Specifications during this and subsequent phases of design, the Architect shall be entitled to rely on the accuracy of the estimates of the Cost of the Work, which are to be provided by the Construction Manager under the Construction Manager's agreement with the Owner.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Construction Manager's review and the Owner's approval. The Design Development Documents shall be based upon information provided, and estimates prepared by, the Construction Manager and shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 3.3.2 Prior to the conclusion of the Design Development Phase, the Architect shall submit the Design Development Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Design Development Documents.

§ 3.3.3 Upon receipt of the Construction Manager's information and estimate at the conclusion of the Design Development Phase, the Architect shall take action as required under Sections 6.5 and 6.6 and request the Owner's approval of the Design Development Documents.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Construction Manager's review and the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, if requested by the Owner, the Architect shall assist the Owner and the Construction Manager in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreements between the Owner and Contractors; and (3) the Conditions of the Contracts for Construction (General, Supplementary and other Conditions); and (4) a project manual that includes the Conditions of the Contracts for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 Prior to the conclusion of the Construction Documents Phase, the Architect shall submit the Construction Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Construction Documents.

§ 3.4.5 Upon receipt of the Construction Manager's information and an estimate at the conclusion of the Construction Documents Phase, the Architect shall take action as required under Section 6.7, and request the Owner's approval of the Construction Documents.

§ 3.4.6 The Architect shall work with the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project. The Architect shall have the primary responsibility to complete the required documents and ensure that they are properly filed on behalf of the Owner. The Architect shall observe those applicable laws, statutes, ordinances, codes, rules and regulations in force and publicly announced as of the date of this agreement or as of the date of subsequent compensation amendments whichever is the latter.

§ 3.4.7 Owner understands that relatively few guidelines are available with respect to compliance with Americans with Disabilities Act (ADA). Architect is aware of developments in this field, including ADA guidelines that are incorporated in the building code, and legal decisions, but cannot guarantee or warrant that Architect's opinion of appropriate compliance measures will be found valid.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner and Construction Manager in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner and Construction Manager in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and (4) awarding and preparing Contracts for Construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner and Construction Manager in bidding the Project by

- .1 facilitating the distribution of Bidding Documents to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders, if requested by Owner;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and

- .4 organizing and conducting the opening of bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions, and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 Negotiated Proposals

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements, and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner and Construction Manager in obtaining proposals by:

- .1 facilitating the distribution of Proposal Documents for distribution to prospective Contractors, and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective Contractors;
- .3 preparing responses to questions from prospective Contractors and providing clarifications and interpretations of the Proposal Documents to the prospective Contractors in the form of addenda; and
- .4 participating in negotiations with prospective Contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions, consult with the Construction Manager, and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.5.3.4 In the event the lowest bid (or bids) exceeds the budget for the Project, the Architect, in consultation with and at the direction of the Owner, shall provide such modifications in the Contract Documents as necessary to bring the cost of the Project within the budget, unless Owner directs the Architect to bid a project estimated over budget.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A232™-2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition. If the Owner and Contractor modify AIA Document A232-2019, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner and Construction Manager during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractors' failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for acts or omissions of the Construction Manager, or acts or omissions of the Contractors or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2, and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the initial Contract for Construction and terminates at the end of the one year Contractor's construction warranty period.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner and the Construction Manager (1) known

deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Construction Manager, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents and shall notify the Construction Manager about the rejection. Whenever the Architect considers it necessary or advisable, the Architect, upon written authorization from the Owner and notification to the Construction Manager, shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractors, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of the Construction Manager, Owner, or Contractors through the Construction Manager. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by the Owner and Contractors, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractors designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A232–2019, the Architect, with the assistance of the Construction Manager, shall render initial decisions on Claims between the Owner and Contractors as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 Not more frequently than monthly, the Architect shall review and certify an application for payment. Within seven days after the Architect receives an application for payment forwarded from the Construction Manager, the Architect shall review and certify the application as follows:

- .1** Where there is only one Contractor responsible for performing the Work, the Architect shall review the Contractor's Application and Certificate for Payment that the Construction Manager has previously reviewed and certified. The Architect shall certify the amount due the Contractor and shall issue a Certificate for Payment in such amount.
- .2** Where there is more than one Contractor responsible for performing different portions of the Project, the Architect shall review the Project Application and Project Certificate for Payment, with the Summary of Contractors' Applications for Payment, that the Construction Manager has previously prepared, reviewed, and certified. The Architect shall certify the total amount due all Contractors collectively and shall issue a Project Certificate for Payment in the total of such amounts.

§ 3.6.3.2 The Architect's certification for payment shall constitute a representation to the Owner, based on (1) the Architect's evaluation of the Work as provided in Section 3.6.2, (2) the data comprising the Contractor's Application for Payment or the data comprising the Project Application for Payment, and (3) the recommendation of the Construction Manager, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractors are entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.3 The issuance of a Certificate for Payment or a Project Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate each

Contractor's right to payment, or (4) ascertained how or for what purpose that Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.4 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Construction Manager's Project submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals transmitted by the Construction Manager shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review, or take other appropriate action upon, the Contractors' submittals such as Shop Drawings, Product Data and Samples, that the Construction Manager has reviewed, recommended for approval, and transmitted to the Architect. The Architect's review of the submittals shall only be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractors' responsibilities. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractors to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractors' design professionals, provided the submittals bear such professionals' seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 After receipt of the Construction Manager's recommendations, and subject to the provisions of Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect, in consultation with the Construction Manager, shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals transmitted by the Construction Manager in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect shall review and sign, or take other appropriate action, on Change Orders and Construction Change Directives prepared by the Construction Manager for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Such changes shall be effected by written order issued by the Architect through the Construction Manager.

§ 3.6.5.3 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect, assisted by the Construction Manager, shall:

- .1 conduct inspections to determine the date of Substantial Completion and the date of final completion;
- .2 issue a Certificate of Substantial Completion prepared by the Construction Manager;
- .3 review written warranties and related documents required by the Contract Documents and received from the Contractors, through the Construction Manager; and
- .4 after receipt of a final Contractor's Application and Certificate for Payment or a final Project Application and Project Certificate for Payment from the Construction Manager, issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner and Construction Manager to (1) check conformance of the Work with the requirements of the Contract Documents and (2) verify the accuracy and completeness of the lists submitted by the Construction Manager and Contractors of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid each of the Contractors, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractors, through the Construction Manager: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractors under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner and Construction Manager to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services		Responsibility (Architect, Owner or Not Provided)
§ 4.1.1.1	Assistance with selection of Construction Manager	N/P
§ 4.1.1.2	Programming	N/P
§ 4.1.1.3	Multiple preliminary designs	N/P
§ 4.1.1.4	Measured drawings	Owner
§ 4.1.1.5	Existing facilities surveys	Owner
§ 4.1.1.6	Site evaluation and planning	N/P
§ 4.1.1.7	Building Information Model management responsibilities	N/P
§ 4.1.1.8	Development of Building Information Models for post construction use	N/P
§ 4.1.1.9	Civil engineering	Owner
§ 4.1.1.10	Landscape design	Owner

§ 4.1.1.11	Architectural interior design	Basic Services
§ 4.1.1.12	Value analysis	N/P
§ 4.1.1.13	Cost estimating	Basic Services
§ 4.1.1.14	On-site project representation	N/P
§ 4.1.1.15	Conformed documents for construction	N/P
§ 4.1.1.16	As-designed record drawings	N/P
§ 4.1.1.17	As-constructed record drawings	N/P
§ 4.1.1.18	Post-occupancy evaluation	N/P
§ 4.1.1.19	Facility support services	N/P
§ 4.1.1.20	Tenant-related services	N/P
§ 4.1.1.21	Architect's coordination of the Owner's consultants	N/P
§ 4.1.1.22	Telecommunications/data design	Can be provided for additional fee. Refer to Section 11.1.C.
§ 4.1.1.23	Security evaluation and planning	N/P
§ 4.1.1.24	Commissioning	N/P
§ 4.1.1.25	Sustainable Project Services pursuant to Section 4.1.3	N/P
§ 4.1.1.26	Historic preservation	N/P
§ 4.1.1.27	Furniture, furnishings, and equipment design	Can be provided for additional fee. Refer to Section 11.1.B.
§ 4.1.1.28	Other services provided by specialty Consultants	N/P
§ 4.1.1.29	Other Supplemental Services	N/P

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

« »

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

« »

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services agreed upon in writing between the Owner and the Architect. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect

shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or recommendations given by the Construction Manager or the Owner, approvals given by the Owner, or a material change in the Project including size, quality, complexity, building systems, the Owner's schedule or budget for Cost of the Work, constructability considerations, procurement or delivery method, or bid packages in addition to those listed in Section 1.1.6;
- .2 Making revisions in Drawings, Specifications, or other documents (as required pursuant to Section 6.7), when such revisions are required because the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget, except where such excess is due to changes initiated by the Architect in scope, capacities of basic systems, or the kinds and quality of materials, finishes or equipment;
- .3 Services necessitated by enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .4 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .5 Services necessitated by decisions of the Owner or Construction Manager not rendered in a timely manner or any other failure of performance on the part of the Owner, Construction Manager or the Owner's other consultants or contractors;
- .6 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- .7 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner or Construction Manager;
- .8 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .9 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .10 Evaluation of the qualifications of entities providing bids or proposals;
- .11 Consultation concerning replacement of Work resulting from fire or other cause during construction;
- .12 Assistance to the Initial Decision Maker, if other than the Architect;
- or
- .13 Additional Services shall specifically include Services and Reimbursable regarding Architect responses or actions related to requests under the Minnesota Government Data Practices Act ("MGDPA"). Additional Services related to the MGDPA may be provided by the Architect without the Owner's consent or permission. Owner's obligation to pay Architect for Additional Services regarding the MGDPA shall survive the termination or completion of Services under this Agreement.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice:

- .1 Reviewing a Contractor's submittal out of sequence from the Project submittal schedule approved by the Architect;
- .2 Responding to the Contractors' requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractors from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders, and Construction Change Directives that require evaluation of Contractors' proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or
- .5 Evaluating substitutions proposed by the Owner, Construction Manager or Contractors and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work, or (2) the anticipated date of Substantial Completion identified in the Initial Information, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within « Eighteen » (« 18 ») months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements.

§ 5.2 The Owner shall retain a Construction Manager to provide services, duties and responsibilities as described in AIA Document C132–2019, Standard Form of Agreement Between Owner and Construction Manager as Adviser. The Owner shall provide the Architect with a copy of the scope of services in the agreement executed between the Owner and the Construction Manager, and any subsequent modifications to the Construction Manager's scope of services in the agreement.

§ 5.3 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect and the Construction Manager. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3.1 The Owner acknowledges that accelerated, phased or fast-track scheduling provides a benefit, but also carries with it associated risks. Such risks include the Owner incurring costs for the Architect to coordinate and redesign portions of the Project affected by procuring or installing elements of the Project prior to the completion of all relevant Construction Documents, and costs for the Contractors to remove and replace previously installed Work. If the Owner selects accelerated, phased or fast-track scheduling, the Owner agrees to include in the budget for the Project sufficient contingencies to cover such costs.

§ 5.4 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.5 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.6 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.7 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.8 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as agreed upon in writing by the Owner and the Architect.

§ 5.9 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.10 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.11 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.12 The Owner shall provide prompt written notice to the Architect and Construction Manager if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.13 The Owner shall communicate with the Contractors and the Construction Manager's consultants through the Construction Manager about matters arising out of or relating to the Contract Documents. The Owner and Construction Manager shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Construction Manager otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.14 Before executing the Contracts for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contracts for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreements between the Owner and Contractors, including the General Conditions of the Contracts for Construction.

§ 5.15 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Construction Manager and Contractors to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.16 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include the Contractors' general conditions costs, overhead and profit. The Cost of the Work includes the compensation of the Construction Manager and Construction Manager's consultants during the Construction Phase only, including compensation for reimbursable expenses at the job site, if any. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.3 and 6.4. Evaluations of the Owner's budget for the Cost of the Work represent the Architect's judgment as a design professional.

§ 6.3 The Owner shall require the Construction Manager to include appropriate contingencies for design, bidding or negotiating, price escalation, and market conditions in estimates of the Cost of the Work. The Architect shall be entitled to rely on the accuracy and completeness of estimates of the Cost of the Work the Construction Manager

prepares as the Architect progresses with its Basic Services. The Architect shall prepare, as an Additional Service, revisions to the Drawings, Specifications or other documents required due to the Construction Manager's inaccuracies or incompleteness in preparing cost estimates, or due to market conditions the Architect could not reasonably anticipate. The Architect may review the Construction Manager's estimates solely for the Architect's guidance in completion of its services, however, the Architect shall report to the Owner any material inaccuracies and inconsistencies noted during any such review.

§ 6.3.1 If the Architect is providing cost estimating services as a Supplemental Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Architect and the Construction Manager shall work together to reconcile the cost estimates.

§ 6.4 If, prior to the conclusion of the Design Development Phase, the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect, in consultation with the Construction Manager, shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.5 If the Construction Manager's estimate of the Cost of the Work at the conclusion of the Design Development Phase exceeds the Owner's budget for the Cost of the Work, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 terminate in accordance with Section 9.5;
- .3 in consultation with the Architect and Construction Manager, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .4 implement any other mutually acceptable alternative.

§ 6.6 If the Owner chooses to proceed under Section 6.5.3, the Architect, without additional compensation, shall incorporate the revisions in the Construction Documents Phase as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Design Development Phase Services, or the budget as adjusted under Section 6.5.1. The Architect's revisions in the Construction Documents Phase shall be the limit of the Architect's responsibility under this Article 6.

§ 6.7 After incorporation of modifications under Section 6.6, the Architect shall, as an Additional Service, make any required revisions to the Drawings, Specifications or other documents necessitated by subsequent cost estimates that exceed the Owner's budget for the Cost of the Work, except when the excess is due to changes initiated by the Architect in scope, basic systems, or the kinds and quality of materials, finishes or equipment.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractors, Construction Manager, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and Separate Contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A232-2019, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the Construction Manager, contractors, consultants, agents and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect shall indemnify and hold the Owner and the Owner's officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Architect, its employees and its consultants in the performance of professional services under this Agreement. The Architect's obligation to indemnify and hold the Owner and the Owner's officers and employees harmless does not include a duty to defend. The Architect's duty to indemnify the Owner under this Section 8.1.3 shall be limited to the available proceeds of the Architect's insurance coverage. All indemnification obligations shall survive termination, expiration or cancellation of this Contract. The Architect agrees, that in order to protect itself and the Owner under the indemnity provisions set forth above, it will at all times during the term of this contract keep in force policies of insurances required in the Paragraph entitled, "Insurance." Nothing in this Contract shall be construed to waive any immunities or limitations to which Owner is entitled under Minnesota Statute, Chapter 466 or otherwise.

§ 8.1.4 The Architect and Owner shall not waive consequential damages for claims, disputes, or other matters in question arising out of or relating to this Agreement. However, in no event shall either the Owner or Architect be responsible for consequential damages that do not result from their negligent or wrongful conduct.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute, or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of

a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box.)

☒ [« X »] Litigation in a court of competent jurisdiction

☐ [« »] Other: (Specify)

« »

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 No mediation or legal action arising out of or relating to this Agreement shall include, by consolidation or joinder or in any other manner, an additional person or entity not a party to this Agreement, except by written consent containing a specific reference to this Agreement and signed by the Owner, Architect, and any other person or entity sought to be joined. Consent to mediation or legal action involving an additional person or entity shall not constitute consent to mediation or legal action of any claim, dispute or other matter in question not described in the written consent or with a person or entity not named or described therein. The foregoing agreement to mediate and other agreements to mediate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 Except for amounts that are subject to good faith dispute, if the owner fails to make payments, if the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 This Agreement may be terminated by the Owner upon seven (7) days written notice to Architect in its sole discretion. The Architect may terminate this Agreement only in the event of substantial non-performance by the Owner. In the event the Architect proposes to terminate this Agreement, the Architect shall notify the Owner in writing stating with specificity the alleged non-performance and further stating that the proposed termination shall be effective if the non-performance remains uncorrected for a period not less than 15 days following said notice.

Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or if the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred.

§ 9.7 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.8 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A232–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition, except for purposes of this Agreement, the term "Work" shall include the work of all Contractors under the administration of the Architect and Construction Manager.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, and including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as “confidential” or “business proprietary,” the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement shall not disclose it to any other person except as set forth in Section 10.8.1 or as otherwise required to be disclosed pursuant to Chapter 13 of the Minnesota Statutes, the Minnesota Government Data Practices Act.

§ 10.8.1 Unless otherwise required under the Minnesota Government Data Practices Act, Chapter 13, the receiving party may disclose the receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

§ 10.10 Owner irrevocably assigns to Architects all rights to claim Section 179D federal tax credits under Energy Policy Act of 2005 as amplified and clarified in IRS Notice 2008-40. Owner shall cooperate with Architect to establish Architect's eligibility for these federal tax credits. Architect shall be responsible for the costs of the independent third party energy study and certification.

§ 10.11 **Data Practices.** The Parties acknowledge that this Agreement is subject to the requirements of Minnesota's Government Data Practices Act (Act), Minnesota Statutes, Section 13.01 *et seq.* The Architect agrees to abide by the applicable provisions of the Act, The Architect understands that all of the data created, collected, received, stored, used, maintained or disseminated by The Architect in performing those functions that the Owner would perform is subject to the requirements of the Act, and The Architect must comply with those requirements as if it were a government entity. This does not create a duty on the part of The Architect to provide the public with access to public data if the public data is available from the Owner, except as required by the terms of this Contract

§ 10.12 **Non-Waiver.** Any Party's failure in any one or more instances to insist upon strict performance of any of the terms and conditions of this Agreement or to exercise any right herein conferred shall not be construed as a waiver or relinquishment of that right or of that Party's right to assert or rely upon the terms and conditions of this Agreement. Any express waiver of a term of this Agreement shall not be binding and effective unless made in writing and properly executed by the waiving Party.

§ 10.13 **Severability.** The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision. Any invalid or unenforceable provision shall be deemed severed from this Agreement to the extent of its invalidity or unenforceability, and this Agreement shall be construed and enforced as if the Agreement did not contain that particular provision to the extent of its invalidity or unenforceability.

§ 10.14 **Survivability.** All covenants, indemnities, guarantees, releases, representations and warranties by any Party or Parties, and any undischarged obligations of the Owner and the Architect arising prior to the expiration of this Agreement (whether by completion or earlier termination), shall survive such expiration.

§ 10.15 **Amendment.** Any alterations, variations, modifications, amendments or waivers of the provisions of this Agreement shall only be valid when they have been reduced to writing, and signed by authorized representative of the Owner and the Construction Manager.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

- A. Format for Fixed Fees Assigned to Specific Projects:
 *New Building: 6% x Construction Cost Estimate
 *Simple Additions: 7% x Construction Cost Estimate
 *Additions with Remodeling: 7.5% x Construction Cost Estimate
 *Remodeling: 7.5% x Construction Cost Estimate
 * "Gut" Job Renovations: 8.5% x Construction Cost Estimate
- *Commissioning by Separate Contract
- B. Furnish and Equipment Services (if requested):
 Fixed Fee Based on 6% of the Furnishings Cost Documented by Wold
- C. Technology and Data Design (if requested):
 Fixed Fee Based on 10% of the Technology and Data Costs Documented by Wold

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

« Hourly or Fixed Fee agreed upon in writing. »

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

« Hourly or Fixed Fee agreed upon in writing. »

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Sections 11.2 or 11.3, shall be as follows:
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

« Hourly or Fixed Fee agreed upon in writing. »

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	fifteen	percent (	15	%)
Design Development Phase	twenty	percent (	20	%)
Construction Documents Phase	forty	percent (	40	%)
Procurement Phase	five	percent (	5	%)
Construction Phase	twenty	percent (	20	%)
Total Basic Compensation	one hundred	percent (	100	%)

The Owner acknowledges that with an accelerated Project delivery or multiple bid package process, the Architect may be providing its services in multiple Phases simultaneously. Therefore, the Architect shall be permitted to invoice monthly in proportion to services performed in each Phase of Services, as appropriate.

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most

recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices. *(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

<< >>	
Employee or Category	Rate (\$0.00)

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 mileage based on Federal rates in connection with the project and Owner requested out-of-state travel;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project, including government agency review and permit fees;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .7 All taxes levied on professional services and on reimbursable expenses;
- .8 Site office expenses;
- .9 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and
- .10 Other similar Project-related expenditures.
- .11 Expense of computer aided design and drafting equipment time when used in connection with the Project..

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants and be billed at actual cost to Architect plus « ten » percent (« 10 » %) of the expenses incurred.

§ 11.9 Architect's Insurance

If the types and limits of coverage required in Section 2.6 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.6, and for which the Owner shall reimburse the Architect.)

<< >>

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of « zero » (\$ « 0.00 ») shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of « » (\$ « ») shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid « sixty » (« 60 ») days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect upon presentation of Architect's invoice pursuant to Minn. Stat. § 471.425, the Municipal Prompt Payment Act, which shall apply to all payments due by Owner under this Agreement.

(Insert rate of monthly or annual interest agreed upon.)

Local rate of interest as set by Minnesota Statute Section 549.09

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.2 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

(Include other terms and conditions applicable to this Agreement.)

« »

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B132™–2019, Standard Form Agreement Between Owner and Architect, Construction Manager as Adviser Edition

- .2 Exhibits:
(Check the appropriate box for any exhibits incorporated into this Agreement.)

[« »] Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

« »

- .3 Other documents:
(List other documents, if any, forming part of the Agreement.)

« »

This Agreement is entered into as of the day and year first written above.

Mayor, Lisa Iverson *(Signature)*

« »« »

(Printed name and title)

ARCHITECT *(Signature)*

«Joel Dunning, Partner»«»

(Printed name, title, and license number, if applicable)



RESOLUTION NO. 22-09-81

**A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE
CITY OF WYOMING AND WOLD ARCHITECTS FOR THE
CONTRACT DOCUMENTS, BIDDING AND CONSTRUCTION
ADMINISTRATION FOR THE WYOMING PUBLIC SAFETY
BUILDING IN THE AMOUNT OF \$397,000**

WHEREAS, there is interest in pursuing the next steps in planning for the future facilities in the City of Wyoming. As the recommendations presented to the Council begin to mark the conclusion of contract documents, bidding and construction administration for the Wyoming Public Safety Building

WHEREAS, the proposal is to perform contract documents, bidding and Construction Administration for the Wyoming Public Safety Building or the proposed New Public Safety Facility on an existing city owned site as presented to the City Council

WHEREAS, based on feedback from the city council, this is the next step in the process

THEREFORE BE IT RESOLVED, the City of Wyoming authorizes the contract documents, bidding and construction administration for a Public Safety Facility to be completed by Wold Architects in the amount of \$397,000

**HEREUPON SAID RESOLUTION WAS DECLARED DULY PASSED AND ADOPTED
THIS 20th DAY OF SEPTEMBER, 2022.**

CITY OF WYOMING

By: _____
Lisa Iverson, Mayor

ATTEST:

Robb Linwood, City Administrator/Clerk

AIA[®] Document C132[™] – 2019

Standard Form of Agreement Between Owner and Construction Manager as Adviser

AGREEMENT made as of the 20th day of September in the year 2022
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address, and other information)

City of Wyoming
P.O. Box 188; 26885 Forest Blvd.
Wyoming, MN 55092
651.462.0575

and the Construction Manager:
(Name, legal status, address, and other information)

Kraus-Anderson Construction Company
501 South Eighth Street
Minneapolis, MN 55404
612.332.7281

for the following Project:
(Name, location, and detailed description)

City of Wyoming Public Safety Project
Wyoming, MN

The Architect:
(Name, legal status, address, and other information)

Wold Architects and Engineers
332 Minnesota Street, Suite W2000
St. Paul, MN 55101
651.227.7773

The Owner and Construction Manager agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with AIA Documents A132[™]–2019, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition; A232[™]–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition; and B132[™]–2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition. AIA Document A232[™]–2019 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

TABLE OF ARTICLES

1	INITIAL INFORMATION
2	CONSTRUCTION MANAGER'S RESPONSIBILITIES
3	SCOPE OF CONSTRUCTION MANAGER'S BASIC SERVICES
4	SUPPLEMENTAL AND ADDITIONAL SERVICES
5	OWNER'S RESPONSIBILITIES
6	COST OF THE WORK
7	COPYRIGHTS AND LICENSES
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11	COMPENSATION
12	SPECIAL TERMS AND CONDITIONS
13	SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

City of Wyoming Public Safety Facility of approximately 28,000GSF withing a budget of \$13,500,000.00.

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

The final composition of the project shall be determined during the design phase, but for the purposes of this agreement, tentatively consists of a new 14,100GSF police facility connected to a new 13,800GSF fire facility on a new site.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

(Provide total and, if known, a line item breakdown.)

Thirteen Million, Five Hundred Thousand Dollars (\$13,500,000.00) plus a potential unspecified amount from 2022 MN State Bonding Legislation.

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

Init.

/

Design / Preconstruction Phase: March 2022 to May 2023

.2 Construction commencement date:

Tentatively Mid May 2023 pending Final Design, 2022 MN State Bonding Legislation and receipt of Building Permit.

.3 Substantial Completion date or dates:

Tentatively Twelve (13) months from the commencement of construction pending final design and start date.

.4 Other milestone dates:

N/A

§ 1.1.5 The Owner intends the following procurement method for the Project:
(Identify method such as competitive bid or negotiated contract.)

Multiple Prime Contracts

§ 1.1.6 The Owner's requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction are set forth below:
(Identify any requirements for fast-track scheduling or phased construction and, if applicable, list number and type of bid/procurement packages.)

To Be Determined

§ 1.1.7 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

To Be Determined

§ 1.1.7.1 If the Owner identifies a Sustainable Objective, the Owner and Construction Manager shall endeavor to define the terms, conditions and services related to the Owner's Sustainable Objective and may complete and incorporate AIA Document E235™–2019, Sustainable Projects Exhibit, Construction Manager as Adviser Edition, into this Agreement. If E235–2019 is incorporated into this Agreement, the Owner and Construction Manager shall incorporate the completed E235–2019 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.8 Other Project information:
(Identify special characteristics or needs of the Project not provided elsewhere.)

N/A

§ 1.1.9 The Owner identifies the following representative in accordance with Section 5.5:
(List name, address, and other contact information.)

Robb Linwood – City Administrator
City of Wyoming
P.O. Box 188; 26885 Forest Blvd.
Wyoming, MN 55092
651.462.0575

§ 1.1.10 The persons or entities, in addition to the Owner's representative, who are required to review the Construction Manager's submittals to the Owner are as follows:
(List name, address, and other contact information.)

Init.

To Be Determined

§ 1.1.11 The Owner shall retain the following consultants and Contractors:
(List name, legal status, address, and other contact information.)

.1 Land Surveyor:

To Be Determined

.2 Geotechnical Engineer:

To Be Determined

.3 Civil Engineer:

To Be Determined

.4 Contractors, as defined in Section 1.4:

To Be Determined

.5 Separate Contractors, as defined in Section 1.4:

To Be Determined

.6 Other, if any:

(List any other consultants retained by the Owner.)

To Be Determined

§ 1.1.12 The Construction Manager identifies the following representative in accordance with Section 2.5:
(List name, address, and other contact information.)

Jason Rentmeester – Senior Project Manager
Kraus-Anderson Construction Company
501 South Eighth Street
Minneapolis, MN 55404
612.366.4672

§ 1.1.13 The Construction Manager's staffing plan as required under Section 3.3.3 shall include:
(List any specific requirements and personnel to be included in the staffing plan, if known.)

To Be Determined

Init.

§ 1.1.14 The Construction Manager's consultants retained under Basic Services, if any:
(List name, legal status, address, and other contact information of any consultants.)

N/A

§ 1.1.15 The Construction Manager's consultants retained under Supplemental Services:

N/A

§ 1.1.16 Other Initial Information on which this Agreement is based:

N/A

§ 1.2 The Owner and Construction Manager may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Construction Manager shall, by appropriate written agreement, appropriately adjust the Construction Manager's services, schedule for the Construction Manager's services, and the Construction Manager's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The Construction Manager shall assist the Owner and Architect in establishing protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties may use AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

§ 1.4 The term "Contractors" refers to persons or entities who perform Work under contracts with the Owner that are administered by the Construction Manager and Architect. The term "Contractors" is used to refer to such persons or entities, whether singular or plural. The term does not include the Owner's own forces, or Separate Contractors, which are persons or entities who perform construction under separate contracts with the Owner not administered by the Construction Manager and Architect.

ARTICLE 2 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™-2019, 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 coordinate its services with those services provided by the Owner, the Architect, the Contractors, and the Owner's other consultants and Separate Contractors. The Construction Manager shall be entitled to rely on, and shall not be responsible for, the accuracy and completeness of services and information furnished by the Owner, the Architect, and the Owner's other consultants and Separate Contractors. The Construction Manager shall provide prompt written notice to the Owner if the Construction Manager becomes aware of any error, omission, or inconsistency in such services or information.

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

Init.

§ 2.6 The Construction Manager, as soon as practicable after execution of the Agreement, shall notify the Owner in writing of the names and qualifications of its proposed key staff members. Within 14 days of receipt of the names and qualifications of the Construction Manager's proposed key staff members, the Owner may reply to the Construction Manager in writing, stating (1) whether the Owner has reasonable objection to a proposed key staff member or (2) that the Owner requires additional time to review. Failure of the Owner to reply within the 14-day period shall constitute notice of no reasonable objection. The Construction Manager shall not staff any employees on the Project to whom the Owner has made reasonable and timely objection. The Construction Manager shall not change its key staff members without the Owner's consent, which shall not be unreasonably withheld or delayed.

§ 2.7 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.

§ 2.8 The Construction Manager shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Construction Manager normally maintains, the Owner shall pay the Construction Manager as set forth in section 11.7.

§ 2.8.1 Commercial General Liability with policy limits of not less than One Million Dollars (\$ 1,000,000) for each occurrence and Two Million Dollars (\$ 2,000,000) in the aggregate for bodily injury and property damage.

§ 2.8.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Construction Manager with policy limits of not less than One Million Dollars (\$ 1,000,000) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.8.3 The Construction Manager may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.8.1 and 2.8.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.8.4 Workers' Compensation at statutory limits and Employers Liability with policy limits not less than Five Hundred Thousand Dollars (\$ 500,000) each accident, Five Hundred Thousand Dollars (\$ 500,000) each employee, and Five Hundred Thousand Dollars (\$ 500,000) policy limit.

§ 2.8.5 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than Five Million Dollars (\$ 5,000,000) per claim and Five Million Dollars (\$ 5,000,000) in the aggregate.

§ 2.8.6 Reserved.

§ 2.8.7 The Construction Manager shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.8.

§ 2.9 The Construction Manager shall assist the Owner, Architect, and other Project participants in establishing building information modeling and digital data protocols for the Project, which may be documented using AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 2.10 If a centralized electronic document management system will be used on the Project, the Construction Manager shall be responsible for managing and maintaining the centralized electronic document management system.
(Paragraphs deleted)

§ 2.11 The Construction Manager shall retain all Project related documents and information it receives, and the Owner and Architect shall have access to the documents and information. The Construction Manager shall transmit the documents and information to the Owner at final completion.

ARTICLE 3 SCOPE OF CONSTRUCTION MANAGER'S BASIC SERVICES

§ 3.1 Definition

The Construction Manager's Basic Services consist of those described in this Article 3, and include usual and customary Preconstruction and Construction Phase Services. Services not set forth in this Article 3 are Supplemental or Additional Services. The Owner, Construction Manager, and Contractors may agree, in consultation with the Architect, for the Construction Phase to commence prior to completion of the Preconstruction Phase, in which case, both phases will proceed concurrently.

§ 3.2 Preconstruction Phase

§ 3.2.1 The Construction Manager shall review the program furnished by the Owner and any evaluation of the Owner's program provided by the Architect, to ascertain the requirements of the Project and shall arrive at a mutual understanding of such requirements with the Owner and Architect.

§ 3.2.2 The Construction Manager shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other.

§ 3.2.3 The Construction Manager shall prepare, and deliver to the Owner, for the Owner's approval, a written Construction Management Plan that includes, at a minimum, the following: (1) preliminary evaluations required in Section 3.2.2, (2) a Project schedule, (3) cost estimates, (4) recommendations for Project delivery method, and (5) Contractors' scopes of Work. The Construction Manager shall periodically update the Construction Management Plan, for the Owner's approval, over the course of the Project.

§ 3.2.4 The Construction Manager shall prepare and periodically update the Project schedule included in the Construction Management Plan for the Architect's review and the Owner's acceptance. The Construction Manager shall obtain the Architect's approval for the portion of the Project schedule relating to the performance of the Architect's services. The Project schedule shall coordinate and integrate the Construction Manager's services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities and highlight items that affect the Project's timely completion.

§ 3.2.5 The Construction Manager shall update the Project schedule to include the components of the Work, including phasing of construction, times of commencement and completion required of each Contractor, ordering and delivery of products, including those that must be ordered in advance of construction, obtaining the required reviews and approvals of authorities having jurisdiction over the Project, and the occupancy requirements of the Owner.

§ 3.2.6 Based on the preliminary design and information prepared or provided by the Architect and other Owner consultants, the Construction Manager shall prepare, for the Architect's review and Owner's approval, preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume or similar conceptual estimating techniques, including the establishment of sufficient contingency to reasonably anticipate the development of the Project's design documents.

§ 3.2.7 The Construction Manager shall review design documents during their development and advise the Owner and Architect on proposed site use and improvements, selection of materials, building systems, and equipment. The Construction Manager shall also provide recommendations to the Owner and Architect, consistent with the Project requirements, on constructability; availability of materials and labor; sequencing for phased construction; 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, life-cycle data, and possible cost reductions.

§ 3.2.8 The Construction Manager shall review recommendations for systems, materials, or equipment for the impact upon cost, schedule, sequencing, constructability, and coordination among the Contractors. The Construction Manager shall discuss its findings with the Owner and the Architect, and assist the Owner and Architect with resolution, as necessary, of any such impacts.

§ 3.2.9 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner, Construction Manager and Architect, an estimate of the Cost of the Work with increasing detail and refinement. The Construction Manager shall include in the estimate those costs to allow for further development of the design, bidding or negotiating, price escalation, and market conditions. The estimate shall be provided for the Architect's review and the Owner's approval. The Construction Manager shall inform the Owner and Architect in the event that the estimate of Cost of the Work exceeds the latest approved Project budget, and make recommendations for corrective action.

§ 3.2.10 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall consult with the Owner and Architect and make recommendations whenever the Construction Manager determines that the design, or details, adversely affect cost, scope, schedule, constructability, or quality of the Project.

§ 3.2.11 The Construction Manager shall provide recommendations and information to the Owner and Architect regarding the assignment of responsibilities for temporary Project facilities and equipment, materials and services for common use of the Contractors. The Construction Manager shall verify that such requirements and assignment of responsibilities are included in the proposed Contract Documents.

§ 3.2.12 The Construction Manager shall provide recommendations and information to the Owner regarding the allocation of responsibilities for safety programs among the Contractors.

§ 3.2.13 The Construction Manager shall provide recommendations to the Owner on the division of the Project into individual contracts for the construction of various categories of Work, including the method to be used for selecting Contractors and awarding Contracts for Construction. The Construction Manager shall review the Drawings and Specifications and make recommendations as required to provide that (1) the Work of the Contractors is coordinated, (2) all requirements for the Project are assigned to the appropriate Contract, (3) the likelihood of jurisdictional disputes is minimized, and (4) proper coordination is provided for phased construction.

§ 3.2.14 The Construction Manager shall make recommendations about, and coordinate the ordering and delivery of, materials in support of the schedule, including those that must be ordered in advance of construction.

§ 3.2.15 The Construction Manager shall assist the Owner in selecting, retaining, and coordinating the professional services of surveyors, geotechnical engineers, special consultants, and construction materials testing required for the Project.

§ 3.2.16 The Construction Manager 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.

§ 3.2.17 The Construction Manager shall assist the Owner in obtaining information regarding applicable requirements for equal employment opportunity programs, and other programs as may be required by governmental and quasi-governmental authorities for inclusion in the Contract Documents.

§ 3.2.18 Following the Owner's approval of the Drawings and Specifications, the Construction Manager shall update and submit the latest estimate of the Cost of the Work and the Project schedule for the Architect's review and the Owner's approval.

§ 3.2.19 The Construction Manager, in consultation with the Owner, shall develop bidders' interest in the Project and establish bidding schedules. The Construction Manager shall assist the Owner and the Architect with the development of the Bidding Documents, which consist of bidding requirements and proposed Contract Documents. The Construction Manager, with the assistance of the Architect, shall issue Bidding Documents to bidders and conduct pre-bid conferences with prospective bidders in compliance with Minn. Stat. § 471.345. The Construction Manager shall issue the current Project schedule with each set of Bidding Documents. The Construction Manager shall assist the Architect with regard to questions from bidders and with the issuance of addenda.

§ 3.2.20 The Construction Manager shall submit a list of prospective bidders for the Architect's review and the Owner's approval.

§ 3.2.21 The Construction Manager, with the assistance of the Architect, shall review bids, and prepare bid analyses, and make recommendations to the Owner for the Owner's award of Contracts for Construction or rejection of bids.

§ 3.2.22 The Construction Manager, with the assistance of the Architect, shall assist the Owner in preparing Contracts for Construction. The Construction Manager shall advise the Owner on the acceptability of Subcontractors and material suppliers proposed by Contractors. The Owner will review and approve contracts consistent with the Owner's approval process, and award of Contracts for Construction shall be in accordance with the requirements of Minn. Stat. § 471.345.

§ 3.2.23 The Construction Manager shall assist the Owner in obtaining building permits and special permits for permanent improvements, except for permits required to be obtained directly by the Contractors. The Construction Manager shall verify that the Owner has paid applicable fees and assessments. The Construction Manager shall assist the Owner and Architect in connection with the Owner's responsibility for filing documents required for the approvals of governmental authorities having jurisdiction over the Project.

§ 3.2.24 If the Owner identified a Sustainable Objective in Article 1, the Construction Manager shall fulfill its Preconstruction Phase responsibilities per the agreed-upon terms, conditions and services related to the Owner's Sustainable Objective.

§ 3.3 Construction Phase

§ 3.3.1 The Construction Manager shall provide on-site administration of the Contracts for Construction in cooperation with the Architect as set forth below and in AIA Document A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition. If the Owner and Contractor modify AIA Document A232–2019, those modifications shall not affect the Construction Manager's services under this Agreement unless the Owner and the Construction Manager amend this Agreement.

§ 3.3.2 Subject to Section 4.2 and except as provided in Section 3.3.30, the Construction Manager's responsibility to provide Construction Phase Services commences with the award of the initial Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.3.3 The Construction Manager shall provide a staffing plan to include one or more representatives who shall be in attendance at the Project site whenever the Work is being performed.

§ 3.3.4 The Construction Manager shall provide administrative, management and related services to coordinate scheduled activities and responsibilities of the Contractors with each other and with those of the Construction Manager, the Owner and the Architect. The Construction Manager shall coordinate the activities of the Contractors in accordance with the latest approved Project schedule and the Contract Documents.

§ 3.3.5 The Construction Manager shall review and analyze the construction schedules provided by the Contractors to update the Project schedule, incorporating the activities of the Owner, Architect, and Contractors on the Project, including activity sequences and durations, allocation of labor and materials, processing of Shop Drawings, Product Data and Samples, and delivery and procurement of products, including those that must be ordered in advance of construction. The Project schedule shall include the Owner's occupancy requirements showing portions of the Project having occupancy priority. The Construction Manager shall update and reissue the Project schedule as required to show current conditions. If an update indicates that the previously approved Project schedule may not be met, the Construction Manager shall recommend corrective action to the Owner and Architect.

§ 3.3.6 The Construction Manager shall schedule and conduct meetings to discuss matters such as procedures, progress, coordination, and scheduling of the Work, and to develop solutions to issues identified. The Construction Manager shall prepare and promptly distribute minutes to the Owner, Architect and Contractors.

§ 3.3.7 In accordance with the Contract Documents and the latest approved Project schedule, and utilizing information from the Contractors, the Construction Manager shall review, analyze, schedule and coordinate the overall sequence of construction and assignment of space in areas where the Contractors are performing Work.

Init.

§ 3.3.8 The Construction Manager shall coordinate all tests and inspections required by the Contract Documents or governmental authorities, observe the on-site testing and inspections, and arrange for the delivery of test and inspection reports to the Owner and Architect.

§ 3.3.9 The Construction Manager shall endeavor to obtain satisfactory performance from each of the Contractors. The Construction Manager shall recommend courses of action to the Owner when requirements of a Contract are not being fulfilled.

§ 3.3.10 The Construction Manager shall monitor and evaluate actual costs for activities in progress and estimates for uncompleted tasks and advise the Owner and Architect as to variances between actual costs and budgeted or estimated costs. If a Contractor is required to submit a Control Estimate, the Construction Manager shall meet with the Owner and Contractor to review the Control Estimate. The Construction Manager shall promptly notify the Contractor if there are any inconsistencies or inaccuracies in the information presented. The Construction Manager shall also report the Contractor's cost control information to the Owner.

§ 3.3.11 The Construction Manager shall develop cash flow reports and forecasts for the Project and include them in the Construction Manager's progress reports.

§ 3.3.12 The Construction Manager 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.

§ 3.3.12.1 The Construction Manager shall develop and implement procedures for the review and processing of Applications for Payment by Contractors for progress and final payments.

§ 3.3.12.2 Not more frequently than monthly, the Construction Manager shall review and certify the amounts due the respective Contractors as follows:

- .1** Where there is only one Contractor responsible for performing the Work, the Construction Manager shall, within seven days after the Construction Manager receives the Contractor's Application for Payment, review the Application, certify the amount the Construction Manager determines is due the Contractor, and forward the Contractor's Application and Certificate for Payment to the Architect.
- .2** Where there is more than one Contractor responsible for performing different portions of the Project, the Construction Manager shall, within seven days after the Construction Manager receives each Contractor's Application for Payment: (1) review the Applications and certify the amount the Construction Manager determines is due each Contractor; (2) prepare a Summary of Contractors' Applications for Payment by summarizing information from each Contractor's Application for Payment; (3) prepare a Project Application and Certificate for Payment; (4) certify the total amount the Construction Manager determines is due all Contractors collectively; and (5) forward the Summary of Contractors' Applications for Payment and Project Application and Certificate for Payment to the Architect.

§ 3.3.12.3 The Construction Manager's certification for payment shall constitute a representation to the Owner, based on the Construction Manager's evaluations of the Work and on the data comprising the Contractors' Applications for Payment, that, to the best of the Construction Manager's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractors are entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion; (2) results of subsequent tests and inspections; (3) correction of minor deviations from the Contract Documents prior to completion; and (4) specific qualifications expressed by the Construction Manager. The issuance of a Certificate for Payment shall further constitute a recommendation to the Architect and Owner that the Contractor be paid the amount certified.

§ 3.3.12.4 The certification of an Application for Payment or a Project Application for Payment by the Construction Manager shall not be a representation that the Construction Manager has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, procedures, or sequences for a Contractor's own Work; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate each Contractor's right to

payment; or (4) ascertained how or for what purpose that Contractor has used money previously paid on account of the Contract Sum.

§ 3.3.13 The Construction Manager shall obtain and review the safety programs developed by each Contractor solely and exclusively for purposes of coordinating the safety programs with those of the other Contractors and for making recommendations for any additional safety measures to be considered in the Work of the Contractors. The Construction Manager's responsibilities for coordination of safety programs shall not extend to direct control over or charge of the acts or omissions of the Contractors, Subcontractors, agents or employees of the Contractors or Subcontractors, or any other persons performing portions of the Work and not directly employed by the Construction Manager.

§ 3.3.14 The Construction Manager shall determine in general that the Work of each Contractor is being performed in accordance with the requirements of the Contract Documents and notify the Owner, Contractor and Architect of defects and deficiencies in the Work. The Construction Manager shall have the authority to reject Work that does not conform to the Contract Documents and shall notify the Architect about the rejection. The failure of the Construction Manager to reject Work shall not constitute acceptance of the Work. The Construction Manager shall record any rejection of Work in its daily log and include information regarding the rejected Work in its progress reports to the Architect and Owner pursuant to Section 3.3.22.1. Upon written authorization from the Owner, the Construction Manager may require and make arrangements for additional inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed, and the Construction Manager shall give timely notice to the Architect of when and where the tests and inspections are to be made so that the Architect may be present for such procedures.

§ 3.3.15 The Construction Manager shall advise and consult with the Owner and Architect during the performance of its Construction Phase Services. The Construction Manager shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Construction Manager shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work of each of the Contractors, since these are solely the Contractor's rights and responsibilities under the Contract Documents. The Construction Manager shall not be responsible for a Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Construction Manager shall be responsible to the Owner for the Construction Manager's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractors, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 3.3.16 The Construction Manager shall transmit to the Architect requests for interpretations, and requests for information of the meaning and intent of the Drawings and Specifications. The Construction Manager shall assist in the resolution of questions that may arise.

§ 3.3.17 The Construction Manager shall review requests for changes, assist in negotiating Contractors' proposals, submit recommendations to the Architect and Owner, and, if the proposed changes are accepted or required by the Owner, prepare Change Orders or Construction Change Directives that incorporate the Architect's modifications to the Contract Documents.

§ 3.3.18 The Construction Manager shall assist the Initial Decision Maker in the review, evaluation and documentation of Claims, subject to Section 4.2.2.7.

§ 3.3.19 Utilizing the submittal schedules provided by each Contractor, the Construction Manager shall prepare, and revise as necessary, a Project submittal schedule incorporating information from the Owner, Owner's consultants, Owner's Separate Contractors and vendors, governmental agencies, and participants in the Project under the management of the Construction Manager. The Project submittal schedule and any revisions shall be submitted to the Architect for approval.

§ 3.3.20 The Construction Manager shall promptly review all Shop Drawings, Product Data, Samples, and other submittals from the Contractors for compliance with the submittal requirements of the Contract, coordinate submittals with information contained in related documents, and transmit to the Architect those that the Construction Manager recommends for approval. The Construction Manager's actions shall be taken in accordance with the Project submittal

schedule approved by the Architect, or in the absence of an approved Project submittal schedule, with such reasonable promptness as to cause no delay in the Work or in the activities of the Contractors, the Owner, or the Architect.

§ 3.3.20.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractors by the Contract Documents, the Construction Manager shall review those submittals for sequencing, constructability, and coordination impacts on the other Contractors. The Construction Manager shall discuss its findings with the Owner and the Architect, and assist the Owner and the Architect with resolution, as necessary, of any such impacts.

§ 3.3.21 The Construction Manager 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 Owner may require.

§ 3.3.21.1 The Construction Manager shall collect, review for accuracy, and compile the Contractors' daily logs; and include them in the Construction Manager's reports prepared and submitted in accordance with section 3.3.21.2.

§ 3.3.21.2 The Construction Manager shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by the Owner, the Construction Manager shall submit written progress reports to the Owner and Architect, showing percentages of completion and other information identified below:

- .1 Work completed for the period;
- .2 Project schedule status;
- .3 Submittal schedule and status report, including a summary of remaining and outstanding submittals;
- .4 Request for information, Change Order, and Construction Change Directive status reports;
- .5 Tests and inspection reports;
- .6 Status report of nonconforming and rejected Work;
- .7 Daily logs;
- .8 Summary of all Contractors' Applications for Payment;
- .9 Cumulative total of the Cost of the Work to date including the Construction Manager's compensation and reimbursable expenses at the job site, if any;
- .10 Cash-flow and forecast reports;
- .11 Photographs to document the progress of the Project;
- .12 Status reports on permits and approvals of authorities having jurisdiction; and
- .13 Any other items the Owner may require:

N/A

§ 3.3.21.3 In addition, for Projects constructed on the basis of the Cost of the Work, the Construction Manager shall include the following additional information in its progress reports:

- .1 Contractors' work force reports;
- .2 Equipment utilization report;
- .3 Cost summary, comparing actual costs to updated cost estimates; and
- .4 Any other items as the Owner may require:

N/A

§ 3.3.22 Utilizing the documents provided by the Contractors, the Construction Manager shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Owner, Architect, and Contractors. Upon completion of the Project, the Construction Manager shall deliver them to the Owner.

§ 3.3.23 The Construction Manager shall arrange for the delivery, storage, protection and security of Owner-purchased materials, systems and equipment that are a part of the Project until such items are incorporated into the Work.

§ 3.3.24 With the Owner's maintenance personnel, the Construction Manager shall observe the Contractors' final testing and start-up of utilities, operational systems and equipment and observe any commissioning as the Contract Documents may require.

§ 3.3.25 When the Construction Manager considers each Contractor's Work or a designated portion thereof substantially complete, the Construction Manager shall, jointly with that Contractor, prepare for the Architect a list of incomplete or unsatisfactory items and a schedule for their completion. The Construction Manager shall assist the Architect in conducting inspections to determine whether the Work or designated portion thereof is substantially complete.

§ 3.3.26 When the Work of all of the Contractors, or designated portion thereof, is substantially complete, the Construction Manager shall prepare, and the Construction Manager and Architect shall execute, a Certificate of Substantial Completion. The Construction Manager shall submit the executed Certificate to the Owner and Contractors. The Construction Manager 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 Construction Manager shall perform an inspection to confirm the completion of the Work of the Contractors and make recommendations to the Architect when the Work of all of the Contractors is ready for final inspection. The Construction Manager shall assist the Architect in conducting the final inspection.

§ 3.3.27 The Construction Manager shall forward to the Owner, with a copy to the Architect, the following information received from the Contractors: (1) certificates of insurance ; (2) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (3) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (4) any other documentation required of the Contractors under the Contract Documents, including warranties and similar submittals.

§ 3.3.28 The Construction Manager shall coordinate receipt, and delivery to the Owner, of other items provided by the Contractors, such as keys, manuals, and record drawings. The Construction Manager shall forward to the Architect a final Project Application for Payment and Project Certificate for Payment, or a final Application for Payment and final Certificate for Payment, upon the Contractors' compliance with the requirements of the Contract Documents.

§ 3.3.29 Duties, responsibilities and limitations of authority of the Construction Manager as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the Owner and Construction Manager. Consent shall not be unreasonably withheld.

§ 3.3.30 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Construction Manager shall, without additional compensation, conduct a meeting with the Owner and Architect to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Construction Manager shall provide the listed Supplemental Services only if specifically designated in the table below as the Construction Manager's responsibility, and the Owner shall compensate the Construction Manager as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Construction Manager is designated, the parties agree that the listed Supplemental Service is not being provided for the Project. *(Designate the Construction Manager's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Construction Manager or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)*

Supplemental Services	Responsibility (Construction Manager, Owner or not provided)
§ 4.1.1.1 Measured drawings	Owner
§ 4.1.1.2 Tenant-related services	Owner, if required
§ 4.1.1.3 Commissioning	Owner, if required
§ 4.1.1.4 Development of a commissioning plan	Owner, if required

Init.

§ 4.1.1.5	Sustainable Project Services pursuant to Section 4.1.3	N/A
§ 4.1.1.6	Furniture, furnishings and equipment delivery, and installation coordination	Construction Manager, if required
§ 4.1.1.7	Furniture, furnishings and equipment procurement assistance	N/A
§ 4.1.1.8	Assistance with site selection	N/A
§ 4.1.1.9	Assistance with selection of the Architect	Owner
§ 4.1.1.10	Furnish land survey	Owner, if required
§ 4.1.1.11	Furnish geotechnical engineering services	Owner
§ 4.1.1.12	Provide insurance advice	Owner, if required
§ 4.1.1.13	Provide supplemental Project risk analysis and mitigation strategies	Owner, if required
§ 4.1.1.14	Stakeholder relationships management	N/A
§ 4.1.1.15	Owner moving coordination	N/A
§ 4.1.1.16	Coordination of Owner's Separate Contractors	Construction Manager, if required
§ 4.1.1.17	Other Supplemental Services	N/A
N/A		

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Construction Manager's responsibility is provided below.

(Describe in detail the Construction Manager's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

N/A

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

N/A

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Construction Manager shall provide, as a Supplemental Service, the Sustainability Services per the agreed-upon terms, conditions and services related to the Owner's Sustainable Objective. The Owner shall compensate the Construction Manager as provided in Section 11.2.

§ 4.2 Construction Manager's Additional Services

§ 4.2.1 The Construction Manager may provide Additional Services after execution of this Agreement, without invalidating this Agreement. Except to the extent services are required due to the fault of the Construction Manager, any Additional Services provided in accordance with this Section 4.2 shall entitle the Construction Manager to compensation pursuant to Section 11.3.

§ 4.2.2 Upon recognizing the need to perform the following Additional Services, the Construction Manager shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Construction Manager shall not proceed to provide the following Additional Services until the Construction Manager receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method, or bid packages in addition to those listed in Section 1.1.6. Services necessitated by sections 6.4 and 6.6 shall not be considered additional services;
- .2 Services necessitated by the enactment or revision of codes, laws, regulations or official interpretations after the date of this Agreement;
- .3 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's other consultants or contractors;
- .4 Preparation of documentation for alternate bid or proposal requests proposed by the Owner;

- .5 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .6 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Construction Manager is party thereto;
- .7 Consultation concerning replacement of Work resulting from fire or other cause during construction and furnishing services required in connection with the replacement of such Work; or
- .8 Assistance to the Initial Decision Maker.

§ 4.2.3 To avoid delay in the Construction Phase, the Construction Manager shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Construction Manager's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Construction Manager of the Owner's determination. The Owner shall compensate the Construction Manager for the services provided prior to the Construction Manager's receipt of the Owner's notice:

- .1 Providing assistance to the Initial Decision Maker in evaluating an extensive number of Claims submitted by a Contractor or others in connection with the Work.
- .2 Services required in an emergency to coordinate the activities of a Contractor or Contractors in the event of risk of personal injury or serious property damage, consistent with Section 3.3.15.

§ 4.2.4 Except for services required under Section 3.3.30, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work, or (2) the anticipated date of Substantial Completion identified in the Initial Information, whichever is earlier, shall be compensated as Additional Services to the extent the Construction Manager incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within Thirty (30) months of the date of this Agreement, through no fault of the Construction Manager, extension of the Construction Manager's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Construction Manager and Architect. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner acknowledges that accelerated, phased, or fast-track design and construction provides a benefit, but also carries with it the risk of additional costs. If the Owner selects accelerated, phased or fast-track scheduling, the Owner agrees to include in the budget for the Project sufficient contingencies to cover such costs.

§ 5.4 The Owner shall retain an Architect to provide services, duties and responsibilities as described in AIA Document B132–2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition. The Owner shall provide the Construction Manager with a copy of the scope of services in the agreement executed between the Owner and Architect, and any further modifications to the Architect's scope of services in the agreement.

§ 5.5 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions pertaining to documents the Construction Manager submits in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Construction Manager's services.

§ 5.6 Unless otherwise required by this Agreement to be provided by the Construction Manager, the Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage;

rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries, and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.7 Unless otherwise required by this Agreement to be provided by the Construction Manager, the Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.8 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.9 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E235™–2019, Sustainable Projects Exhibit, Construction Manager as Adviser Edition, attached to this Agreement.

§ 5.10 The Owner shall coordinate the services of its own consultants with those services provided by the Construction Manager. Upon the Construction Manager's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Construction Manager in this Agreement, or authorize the Construction Manager to furnish them as an Additional Service, when the Construction Manager requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.11 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.12 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.13 The Owner shall provide prompt written notice to the Construction Manager and Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service or any fault or defect in the Construction Manager's services.

§ 5.14 The Owner reserves the right to perform construction and operations related to the Project with the Owner's own forces, and to award contracts in connection with the Project which are not part of the Construction Manager's responsibilities under this Agreement. The Construction Manager shall notify the Owner if any such independent action will interfere with the Construction Manager's ability to perform the Construction Manager's responsibilities under this Agreement. When performing construction or operations related to the Project, the Owner agrees to be subject to the same obligations and to have the same rights as the Contractors.

§ 5.15 The Owner shall communicate with the Contractors and the Construction Manager's consultants through the Construction Manager about matters arising out of or relating to the Contract Documents. The Owner and Construction Manager shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Construction Manager otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.16 Before executing the Contracts for Construction, the Owner shall coordinate the Construction Manager's duties and responsibilities set forth in the Contracts for Construction with the Construction Manager's services set forth in this Agreement. The Owner shall provide the Construction Manager a copy of the executed agreements between the Owner and Contractors, including the General Conditions of the Contracts for Construction.

§ 5.17 The Owner shall provide the Construction Manager access to the Project site prior to commencement of the Work and shall obligate the Contractors to provide the Construction Manager access to the Work wherever it is in preparation or progress.

§ 5.18 Within 15 days after receipt of a written request from the Construction Manager, the Owner shall furnish the requested information as necessary and relevant for the Construction Manager to evaluate, give notice of, or enforce lien rights.

§ 5.19 The services, information and reports provided by the Owner pursuant to this Article 5 shall be provided at the Owner's expense, and the Construction Manager shall be entitled to rely upon the accuracy and completeness thereof.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include the Contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work includes the compensation of the Construction Manager and Construction Manager's Consultants during the Construction Phase only, including compensation for reimbursable expenses at the job site, if any. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2 and 6.4. Evaluations of the Owner's budget for the Cost of the Work, and the estimates of the Cost of the Work prepared by the Construction Manager, represent the Construction Manager's judgment as a person or entity familiar with the construction industry. It is recognized, however, that neither the Construction Manager nor the Owner has control over the cost of labor, materials; or equipment; the Contractors' methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Construction Manager cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Construction Manager.

§ 6.3 If the Architect is providing cost estimating services as a Supplemental Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Construction Manager and the Architect shall work together to reconcile the cost estimates.

§ 6.4 If the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Construction Manager, in consultation with the Architect, shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Construction Manager and Architect in making such adjustments.

§ 6.5 If the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 terminate in accordance with Section 9.5;
- .3 in consultation with the Construction Manager and Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .4 implement any other mutually acceptable alternative.

§ 6.6 If the Owner chooses to revise the Project program, scope, or quality to reduce the Cost of the Work pursuant to Section 6.5.3, or if the bids or proposals received from the prospective Contractors, in the aggregate, exceed the Owner's budget for the Cost of the Work, and the Owner chooses to revise the Project program, scope, or quality to reduce the Cost of the Work, the Construction Manager shall cooperate with the Owner and Architect to develop the necessary revisions, update the cost estimate, and obtain additional bids. The Construction Manager will perform the services described in Sections 6.4 and 6.6 without additional compensation.

ARTICLE 7 COPYRIGHTS AND LICENSES

The Construction Manager and the Construction Manager's consultants, if any, shall not own or claim a copyright in the Instruments of Service. The Construction Manager, the Construction Manager's consultants, if any, and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Construction Manager shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law. The Owner and Construction Manager waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Construction Manager waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A232-2019, General Conditions of the Contract for Construction. The Owner or the Construction Manager, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Construction Manager shall indemnify and hold the Owner and the Owner's officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Construction Manager, its employees and its consultants in the performance of professional services under this Agreement. The Construction Manager's obligation to indemnify and hold the Owner and the Owner's officers and employees harmless does not include a duty to defend. The Construction Manager's duty to indemnify the Owner under this Section 8.1.3 shall be limited to the available proceeds of the insurance coverage required by this Agreement. Noting in this Agreement shall be construed to waive the immunities or limitations relating to Owner liability as provided in Chapter 466 of the Minnesota Statutes."

§ 8.1.4 The Construction Manager and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Construction Manager's services, the Construction Manager may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Construction Manager shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box.)

- ☒ [X] Arbitration pursuant to Section 8.3 of this Agreement
- ☐ [] Litigation in a court of competent jurisdiction
- ☐ [] Other: (Specify)

If the Owner and Construction Manager do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Construction Manager grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Construction Manager under this Agreement.

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Construction Manager in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Construction Manager's option, cause for suspension of performance of services under this Agreement. If the Construction Manager elects to suspend services, the Construction Manager shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Construction Manager shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Construction Manager all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Construction Manager's services. The Construction Manager's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Construction Manager shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Construction Manager shall be compensated for expenses incurred in the interruption and resumption of the Construction Manager's services. The Construction Manager's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Construction Manager, the Construction Manager may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Construction Manager terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Construction Manager for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Construction Manager's termination of consultant agreements.

(Set forth below the amount of any termination fee, or the method for determining any termination fee.)

(Paragraphs deleted)

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.1 Data Practices - The Parties acknowledge that this Agreement is subject to the applicable requirements of Minnesota's Government Data Practices Act (Act), Minnesota Statutes, Section 13.01 et seq. The Construction Manager agrees to abide by the applicable provisions of the Act. The Construction Manager agrees cooperate with the Owner with respect to the Owner's obligations to comply with the requirements of the Act.

§ 10.2 Non-waiver –Any Party's failure in any one or more instances to insist upon strict performance of any of the terms and conditions of this Agreement or to exercise any right herein conferred shall not be construed as a waiver or relinquishment of that right or of that Party's right to assert or rely upon the terms and conditions of this Agreement. Any express waiver of a term of this Agreement shall not be binding and effective unless made in writing and properly executed by the waiving Party.

§ 10.3 Severability – The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision. Any invalid or unenforceable provision shall be deemed severed from this Agreement to the extent of its invalidity or unenforceability, and this Agreement shall be construed and enforced as if the Agreement did not contain that particular provision to the extent of its invalidity or unenforceability.

§ 10.4 Survivability – All covenants, indemnities, guarantees, releases, representations and warranties by any Party or Parties, and any undischarged obligations of the Owner and the Construction Manager arising prior to the expiration of this Agreement (whether by completion or earlier termination), shall survive such expiration.

§ 10.5 Amendment – Any alterations, variations, modifications, amendments or waivers of the provisions of this Agreement shall only be valid when they have been reduced to writing, and signed by authorized representative of the Owner and the Construction Manager.

§ 10.6 Terms in this Agreement shall have the same meaning as those in AIA Document A232–2019, General Conditions of the Contract for Construction, except for purposes of this Agreement, the term "Work" shall include the work of all Contractors under the administration of the Construction Manager and the Architect.

§ 10.7 The Owner and Construction Manager, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Construction Manager shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Construction Manager by the Owner prior to the assignment.

§ 10.8 If the Owner requests the Construction Manager to execute certificates, the proposed language of such certificates shall be submitted to the Construction Manager for review at least 14 days prior to the requested dates of execution. If the Owner requests the Construction Manager to execute consents reasonably required to facilitate assignment to a lender, the Construction Manager shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Construction Manager for review at least 14 days prior to execution. The Construction Manager shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.9 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Construction Manager.

§ 10.10 Unless otherwise required in this Agreement, the Construction Manager shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.11 The Construction Manager shall have the right to include photographic or artistic representations of the design of the Project among the Construction Manager's promotional and professional materials. The Construction Manager shall provide professional credit for the Architect and the Contractors in the Construction Manager's promotional materials for the Project. The Construction Manager shall be given reasonable access to the completed Project to make such representations. However, the Construction Manager's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Construction Manager in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Construction Manager in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.12 If the Construction Manager or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1 or as otherwise required to be disclosed pursuant to Chapter 13 of the Minnesota Statutes, the Minnesota Government Data Practices Act. This Section 10.8 shall survive the termination of this Agreement. .

§ 10.8.1 Unless otherwise required under the Minnesota Government Data Practices Act, Chapter 13 , the receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process

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issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Construction Manager's Basic Services described under Article 3, the Owner shall compensate the Construction Manager as follows:

§ 11.1.1 For Preconstruction Phase Services in Section 3.2:

(Insert amount of, or basis for, compensation, including stipulated sums, multiples or percentages.)

Lump Sum of Sixteen Thousand Dollars (\$16,000) for Fourteen and one-half (14.5) months of Preconstruction Phase Services as outlined in Section 1.1.4.1 Design Phase Milestones. Should the Preconstruction Phase exceed the above period, the Construction Manager's time shall be billed at the hourly rates set forth in Section 11.5.

§ 11.1.2 For Construction Phase Services in Section 3.3:

(Insert amount of, or basis for, compensation, including stipulated sums, multiples or percentages.)

The Construction Manager shall be paid (i) a fee of 1.65% of the Cost of the Work defined in Article 6, (ii) the Construction Manager's costs for administrating and managing the Project at the hourly rates set forth in Section 11.5.1, (iii) the costs of Construction Manager's field labor for general conditions work at the hourly rates set forth in section 11.5.2, and (iv) any Reimbursable Expenses.

§ 11.2 For the Construction Manager's Supplemental Services designated in Section 4.1.1, and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Construction Manager as follows:

(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

At the hourly rates set forth in Sections 11.5.1 and 11.5.2, plus Reimbursable Expenses.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Construction Manager as follows:

(Insert amount of, or basis for, compensation.)

At the hourly rates set forth in Sections 11.5.1 and 11.5.2, plus Reimbursable Expenses.

§ 11.4 Compensation for Supplemental and Additional Services of the Construction Manager's consultants when not included in Sections 11.2 or 11.3, shall be the amount invoiced to the Construction Manager plus One and Sixty-Five Tenths percent (1.65 %), or as follows:

(Insert amount of, or basis for computing, Construction Manager's consultants' compensation for Supplemental or Additional Services.)

§ 11.5 The hourly billing rates for services of the Construction Manager and the Construction Manager's consultants are set forth below. The rates shall be adjusted in accordance with the Construction Manager's and Construction Manager's consultants' normal review practices.

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

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§ 11.5.1 Hourly Rates for administrative and management personnel:

Project Director	\$184 / hour
Senior Project Manager	\$158 / hour
Project Manager	\$139 / hour
Project Engineer	\$102 / hour
Estimator	\$134 / hour
General Superintendent	\$146 / hour
Project/Field Superintendent	\$137 / hour
Assistant Superintendent	\$121 / hour
Clerical	\$66 / hour
Accounting	\$66 / hour
Safety Director	\$144 / hour
Quality Manager	\$138 / hour

The rates set forth above shall be in effect through December 31, 2023. Thereafter the rates shall be increased by Three and one-half percent (3.5%) per year as of January 1 of each subsequent year.

For the Construction Manager's costs for administrating and managing the Project referenced in Section 11.1.2(ii), the Construction Manager's compensation, including Site Services, Reimbursables, and Fee, shall be a stipulated sum of Seven Hundred Thirty-Four Thousand Three Hundred Nine Dollars and No Cents (\$734,309.00). This stipulated sum assumes a Thirteen (13.0) month schedule for the Construction Phase. Should the Construction Phase extend beyond Thirteen (13.0) months, the Construction Manager is entitled to charge additional amounts at the hourly rates set forth above not to exceed the following: (i) \$10,250.00 per each additional week, or (iii) \$44,400.00 per each additional month.

§ 11.5.2 Regular Hourly Rates for field labor personnel for any miscellaneous general requirements or general conditions-type work:

Personnel Category	Rate Per Hour
Carpenter - Journeyman	\$97.79 / hour
Carpenter - Foreman	\$101.56 / hour
Laborer - Journeyman	\$89.21 / hour
Laborer - Foreman	\$93.56 / hour

The rates set forth above shall be increased in accordance with the terms of any applicable collective bargaining agreement.

(Table deleted)

The rates for any miscellaneous tool or equipment rentals shall be at the rates set forth in Exhibit 01 – Tool and Equipment Rental Rates.

§ 11.6 Compensation for Reimbursable Expenses

§ 11.6.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Construction Manager and the Construction Manager's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel expenses and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, collaboration technology, Bid Express online bidding service, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Professional photography, and presentation materials requested by the Owner;

- .8 If required by the Owner, and with the Owner's prior written approval, the Construction Manager's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Construction Manager's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses, Site Superintendent truck, tools and technology; .11 General conditions expenditures
- .12 General liability, professional liability, and umbrella liability insurance at a rate of 0.85% of the cost of the Construction Manager's Preconstruction and Construction Phase services; and
- .13 Other similar Project-related expenditures.

§ 11.6.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Construction Manager and the Construction Manager's consultants plus One and Sixty-Five Tenths percent (1.65 %) of the expenses incurred.

§ 11.7 **Construction Manager's Insurance.** If the types and limits of coverage required in Section 2.8 are in addition to the types and limits the Construction Manager normally maintains, the Owner shall pay the Construction Manager for the additional costs incurred by the Construction Manager for the additional coverages as set forth below.

(Insert the additional coverages the Construction Manager is required to obtain in order to satisfy the requirements set forth in Section 2.8, and for which the Owner shall reimburse the Construction Manager.)

N/A

§ 11.8 Payments to the Construction Manager

§ 11.8.1 Initial Payment

§ 11.8.1.1 An initial payment of Zero (\$ 0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.8.2 Progress Payments

§ 11.8.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Construction Manager's invoice. Amounts unpaid sixty (60) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager

(Insert rate of monthly or annual interest agreed upon.)

At an annual rate of interest of three and one-half percent (3.5%).

(Paragraph deleted)

§ 11.8.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

(Include other terms and conditions applicable to this Agreement.)

§ 12.1 **DOCUSIGN ELECTRONIC SIGNING SYSTEM.** The Construction Manager has an agreement with DocuSign, Inc. ("DocuSign") with respect to the DocuSign electronic signing system (the "DocuSign System"). The DocuSign System may be used to facilitate the administration and execution of the Owner's Construction Contracts with the Multiple Prime Contractors, as well as various other Contract Documents requiring signatures. Should the Owner elect to have the Construction Manager use the DocuSign System with respect to any portion of the Project, the Owner acknowledges and agrees that (i) the Owner conducted its own independent investigation and evaluation as to all legal and other considerations related to its decision to use the DocuSign System on the Project, (ii) the Owner did not rely on any advice, recommendations or representations of the Construction Manager in making the Owner's independent determination to use the DocuSign System on the Project, (iii) the Construction Manager and DocuSign are not

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affiliated with each other and the Construction Manager does not warrant or guarantee any portion of the DocuSign System, (iv) the Construction Manager does not warrant or guarantee that the DocuSign system complies with or satisfies any legal requirements applicable to its use on the Project, and (v) to the fullest extent permitted by law, the Owner waives, and shall hold harmless and indemnify the Construction Manager from and against, all claims, causes of action, costs, expenses and damages (including reasonable attorney's fees) arising out of or resulting from the use of the DocuSign System on the Project.

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Construction Manager and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Construction Manager.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document C132™–2019, Standard Form Agreement Between Owner and Construction Manager as Adviser
- .2 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this Agreement.)

N/A

- .3 Exhibits:
(Check the appropriate box for any exhibits incorporated into this Agreement.)

☐ AIA Document E235™–2019, Sustainable Projects Exhibit, Construction Manager as Adviser Edition, dated as indicated below:
(Insert the date of the E235-2019 incorporated into this agreement.)

N/A

☐ Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits identified in Section 4.1.2.)

N/A

- .4 Other documents:
(List other documents, if any, forming part of the Agreement.)

Exhibit 01 – Tool and Equipment Rental Rates 2022

This Agreement is entered into as of the day and year first written above. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original and all of which counterparts, taken together, shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this document by facsimile, pdf or other generally accepted electronic means (e.g., DocuSign) shall be effective as delivery of a manually executed counterpart of this document.

City of Wyoming, Wyoming, MN

Kraus-Anderson® Construction Company

OWNER *(Signature)*

Robb Linwood – City Administrator
(Printed name and title)

CONSTRUCTION MANAGER *(Signature)*

Camille Helou – Vice President, Director of Operations
Construction
(Printed name and title)

Init.

Additions and Deletions Report for

AIA® Document C132™ – 2019

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 10:02:35 CT on 09/19/2022.

PAGE 1

AGREEMENT made as of the 20th day of September in the year 2022

...

City of Wyoming
P.O. Box 188; 26885 Forest Blvd.
Wyoming, MN 55092
651.462.0575

...

Kraus-Anderson Construction Company
501 South Eighth Street
Minneapolis, MN 55404
612.332.7281

...

City of Wyoming Public Safety Project
Wyoming, MN

...

Wold Architects and Engineers
332 Minnesota Street, Suite W2000
St. Paul, MN 55101
651.227.7773

PAGE 2

City of Wyoming Public Safety Facility of approximately 28,000GSF withing a budget of \$13,500,000.00.

...

The final composition of the project shall be determined during the design phase, but for the purposes of this agreement, tentatively consists of a new 14,100GSF police facility connected to a new 13,800GSF fire facility on a new site.

...

Thirteen Million, Five Hundred Thousand Dollars (\$13,500,000.00) plus a potential unspecified amount from 2022 MN State Bonding Legislation.

PAGE 3

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User Notes:

Design / Preconstruction Phase: March 2022 to May 2023

...

Tentatively Mid May 2023 pending Final Design, 2022 MN State Bonding Legislation and receipt of Building Permit.

...

Tentatively Twelve (13) months from the commencement of construction pending final design and start date.

...

N/A

...

Multiple Prime Contracts

...

To Be Determined

...

To Be Determined

§ 1.1.7.1 If the Owner identifies a Sustainable Objective, the Owner and Construction Manager shall endeavor to define the terms, conditions and services related to the Owner's Sustainable Objective and may complete and incorporate AIA Document E235™–2019, Sustainable Projects Exhibit, Construction Manager as Adviser Edition, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. Agreement. If E235–2019 is incorporated into this Agreement, the Owner and Construction Manager shall incorporate the completed E235–2019 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

...

N/A

...

Robb Linwood – City Administrator
City of Wyoming
P.O. Box 188; 26885 Forest Blvd.
Wyoming, MN 55092
651.462.0575

PAGE 4

To Be Determined

...

To Be Determined

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To Be Determined

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To Be Determined

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To Be Determined

...

To Be Determined

...

To Be Determined

...

Jason Rentmeester – Senior Project Manager
Kraus-Anderson Construction Company
501 South Eighth Street
Minneapolis, MN 55404
612.366.4672

...

To Be Determined
PAGE 5

N/A

...

N/A

...

N/A

§ 1.2 The Owner and Construction Manager may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Construction Manager ~~shall~~ shall, by appropriate written agreement, appropriately adjust the Construction Manager's services, schedule for the Construction Manager's services, and the Construction Manager's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 ~~The parties shall agree upon~~ Construction Manager shall assist the Owner and Architect in establishing protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will may use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the ~~model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite~~

AIA Document G202™-2013, Project Building Information Modeling Protocol Form, model, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

PAGE 6

§ 2.8.1 Commercial General Liability with policy limits of not less than One Million Dollars (\$ 1,000,000) for each occurrence and Two Million Dollars (\$ 2,000,000) in the aggregate for bodily injury and property damage.

§ 2.8.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Construction Manager with policy limits of not less than One Million Dollars (\$ 1,000,000) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

...

§ 2.8.4 Workers' Compensation at statutory limits and Employers Liability with policy limits not less than Five Hundred Thousand Dollars (\$ 500,000) each accident, Five Hundred Thousand Dollars (\$ 500,000) each employee, and Five Hundred Thousand Dollars (\$ 500,000) policy limit.

§ 2.8.5 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than Five Million Dollars (\$ 5,000,000) per claim and Five Million Dollars (\$ 5,000,000) in the aggregate.

§ 2.8.6 ~~Additional Insured Obligations.~~ To the fullest extent permitted by law, the Construction Manager shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Construction Manager's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations. Reserved.

...

§ 2.9 The Construction Manager shall assist the Owner, Architect, and other Project participants in establishing building information modeling and digital data protocols for the ~~Project~~ Project, which may be documented using AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 2.10 ~~A-~~ If a centralized electronic document management system will be used on the Project, and the Construction Manager shall be designated the Responsible Project Participant in section 3.5 of E203-2013, responsible for managing and maintaining the centralized electronic document management system. ~~The centralized electronic document management system shall include all items listed in Article 3 of E203, and the following:~~
(List any items to be included that are not listed in Article 3 of E203-2013.)

PAGE 7

§ 3.2.8 The Construction Manager shall review recommendations for systems, materials, or equipment for the impact upon cost, schedule, sequencing, constructability, and coordination among the Contractors. The Construction Manager shall discuss its findings with the Owner and the Architect, and ~~coordinate~~ assist the Owner and Architect with resolution, as necessary, of any such impacts.

PAGE 8

§ 3.2.19 The Construction Manager, in consultation with the Owner, shall develop bidders' interest in the Project and establish bidding schedules. The Construction Manager shall assist the Owner and the Architect with the development of the Bidding Documents, which consist of bidding requirements and proposed Contract Documents. The Construction Manager, with the assistance of the Architect, shall issue Bidding Documents to bidders and conduct pre-bid conferences with prospective bidders. ~~bidders~~ in compliance with Minn. Stat. § 471.345. The Construction

Manager shall issue the current Project schedule with each set of Bidding Documents. The Construction Manager shall assist the Architect with regard to questions from bidders and with the issuance of addenda.

PAGE 9

§ 3.2.22 The Construction Manager, with the assistance of the Architect, shall assist the Owner in preparing Contracts for Construction. The Construction Manager shall advise the Owner on the acceptability of Subcontractors and material suppliers proposed by Contractors. The Owner will review and approve contracts consistent with the Owner's approval process, and award of Contracts for Construction shall be in accordance with the requirements of Minn. Stat. § 471.345.

...

§ 3.2.24 If the Owner identified a Sustainable Objective in Article 1, the Construction Manager shall fulfill its Preconstruction Phase responsibilities as required in AIA Document E235™ 2019, Sustainable Projects Exhibit, Construction Manager as Adviser Edition, attached to this Agreement per the agreed-upon terms, conditions and services related to the Owner's Sustainable Objective.

PAGE 11

§ 3.3.15 The Construction Manager shall advise and consult with the Owner and Architect during the performance of its Construction Phase Services. The Construction Manager shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Construction Manager shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work of each of the Contractors, since these are solely the Contractor's rights and responsibilities under the Contract Documents. The Construction Manager shall not be responsible for a Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Construction Manager shall be responsible to the Owner for the Construction Manager's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractors, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 3.3.16 The Construction Manager shall transmit to the Architect requests for interpretations, and requests for information of the meaning and intent of the Drawings and Specifications, and provide its written recommendation. Specifications. The Construction Manager shall assist in the resolution of questions that may arise.

PAGE 12

§ 3.3.20.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractors by the Contract Documents, the Construction Manager shall review those submittals for sequencing, constructability, and coordination impacts on the other Contractors. The Construction Manager shall discuss its findings with the Owner and the Architect, and coordinate assist the Owner and the Architect with resolution, as necessary, of any such impacts.

...

N/A

...

N/A

PAGE 13

§ 3.3.29 Duties, responsibilities and limitations of authority of the Construction Manager as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the ~~Owner, Construction Manager, Architect, and Contractors.~~ Owner and Construction Manager. Consent shall not be unreasonably withheld.

...

§ 4.1.1.1	Measured drawings	<u>Owner</u>
§ 4.1.1.2	Tenant-related services	<u>Owner, if required</u>

§ 4.1.1.3	Commissioning	<u>Owner, if required</u>
§ 4.1.1.4	Development of a commissioning plan	<u>Owner, if required</u>
§ 4.1.1.5	Sustainable Project Services pursuant to Section 4.1.3	<u>N/A</u>
§ 4.1.1.6	Furniture, furnishings and equipment delivery, and installation coordination	<u>Construction Manager, if required</u>
§ 4.1.1.7	Furniture, furnishings and equipment procurement assistance	<u>N/A</u>
§ 4.1.1.8	Assistance with site selection	<u>N/A</u>
§ 4.1.1.9	Assistance with selection of the Architect	<u>Owner</u>
§ 4.1.1.10	Furnish land survey	<u>Owner, if required</u>
§ 4.1.1.11	Furnish geotechnical engineering services	<u>Owner</u>
§ 4.1.1.12	Provide insurance advice	<u>Owner, if required</u>
§ 4.1.1.13	Provide supplemental Project risk analysis and mitigation strategies	<u>Owner, if required</u>
§ 4.1.1.14	Stakeholder relationships management	<u>N/A</u>
§ 4.1.1.15	Owner moving coordination	<u>N/A</u>
§ 4.1.1.16	Coordination of Owner's Separate Contractors	<u>Construction Manager, if required</u>
§ 4.1.1.17	Other Supplemental Services	<u>N/A</u>
<u>N/A</u>		

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N/A

...

N/A

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Construction Manager shall provide, as a Supplemental Service, the Sustainability Services ~~required in AIA Document E235™-2019, Sustainable Projects Exhibit, Construction Manager as Adviser Edition, attached to this Agreement, per the agreed-upon terms, conditions and services related to the Owner's Sustainable Objective.~~ The Owner shall compensate the Construction Manager as provided in Section 11.2.

...

§ 4.2.1 The Construction Manager may provide Additional Services after execution of this Agreement, without invalidating this Agreement. Except ~~for services to the extent services are~~ required due to the fault of the Construction Manager, any Additional Services provided in accordance with this Section 4.2 shall entitle the Construction Manager to compensation pursuant to Section 11.3.

PAGE 15

§ 4.2.5 If the services covered by this Agreement have not been completed within Thirty (30) months of the date of this Agreement, through no fault of the Construction Manager, extension of the Construction Manager's services beyond that time shall be compensated as Additional Services.

...

§ 5.6 Unless otherwise required by this Agreement to be provided by the Construction Manager, the Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries, and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.7 Unless otherwise required by this Agreement to be provided by the Construction Manager, the Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

PAGE 17

§ 5.19 The services, information and reports provided by the Owner pursuant to this Article 5 shall be provided at the Owner's expense, and the Construction Manager shall be entitled to rely upon the accuracy and completeness thereof.

PAGE 18

§ 8.1.1 The Owner and Construction Manager shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. law. The Owner and Construction Manager waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

...

§ 8.1.3 The Construction Manager shall indemnify and hold the Owner and the Owner's officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Construction Manager, its employees and its consultants in the performance of professional services under this Agreement. The Construction Manager's obligation to indemnify and hold the Owner and the Owner's officers and employees harmless does not include a duty to defend. The Construction Manager's duty to indemnify the Owner under this Section 8.1.3 shall be limited to the available proceeds of the insurance coverage required by this Agreement. Noting in this Agreement shall be construed to waive the immunities or limitations relating to Owner liability as provided in Chapter 466 of the Minnesota Statutes."

PAGE 19

[☒] Arbitration pursuant to Section 8.3 of this Agreement

PAGE 20

(Set forth below the amount of any termination fee, or the method for determining any termination fee.)

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Construction Manager terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Construction Manager the following termination fee:

(Set forth below the amount of any termination fee, or the method for determining any termination fee.)

...

§ 10.1 Data Practices - The Parties acknowledge that this Agreement is subject to the applicable requirements of Minnesota's Government Data Practices Act (Act), Minnesota Statutes, Section 13.01 et seq. The Construction Manager agrees to abide by the applicable provisions of the Act. The Construction Manager agrees cooperate with the Owner with respect to the Owner's obligations to comply with the requirements of the Act.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A232-2019, General Conditions of the Contract for Construction, except for purposes of this Agreement, the term "Work" shall include the work of all Contractors under the administration of the Construction Manager and the Architect. Non-waiver - Any Party's failure in any one or more instances to insist upon strict performance of any of the terms and conditions of this Agreement or to exercise any right herein conferred shall not be construed as a waiver or relinquishment of that right

or of that Party's right to assert or rely upon the terms and conditions of this Agreement. Any express waiver of a term of this Agreement shall not be binding and effective unless made in writing and properly executed by the waiving Party.

§ 10.3 The Owner and Construction Manager, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Construction Manager shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Construction Manager by the Owner prior to the assignment. Severability – The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision. Any invalid or unenforceable provision shall be deemed severed from this Agreement to the extent of its invalidity or unenforceability, and this Agreement shall be construed and enforced as if the Agreement did not contain that particular provision to the extent of its invalidity or unenforceability.

§ 10.4 If the Owner requests the Construction Manager to execute certificates, the proposed language of such certificates shall be submitted to the Construction Manager for review at least 14 days prior to the requested dates of execution. If the Owner requests the Construction Manager to execute consents reasonably required to facilitate assignment to a lender, the Construction Manager shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Construction Manager for review at least 14 days prior to execution. The Construction Manager shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement. Survivability – All covenants, indemnities, guarantees, releases, representations and warranties by any Party or Parties, and any undischarged obligations of the Owner and the Construction Manager arising prior to the expiration of this Agreement (whether by completion or earlier termination), shall survive such expiration.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Amendment – Any alterations, variations, modifications, amendments or waivers of the provisions of this Agreement shall only be valid when they have been reduced to writing, and signed by authorized representative of the Owner and the Construction Manager.

§ 10.6 Unless otherwise required in this Agreement, the Construction Manager shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site. Terms in this Agreement shall have the same meaning as those in AIA Document A232–2019, General Conditions of the Contract for Construction, except for purposes of this Agreement, the term "Work" shall include the work of all Contractors under the administration of the Construction Manager and the Architect.

§ 10.7 The Construction Manager shall have the right to include photographic or artistic representations of the design of the Project among the Construction Manager's promotional and professional materials. The Construction Manager shall provide professional credit for the Architect and the Contractors in the Construction Manager's promotional materials for the Project. The Construction Manager shall be given reasonable access to the completed Project to make such representations. However, the Construction Manager's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Construction Manager in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Construction Manager in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4. Owner and Construction Manager, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Construction Manager shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Construction Manager by the Owner prior to the assignment.

§ 10.8 If the Construction Manager or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement. Owner requests the Construction Manager to execute certificates, the proposed language of such certificates shall be submitted to the Construction Manager for review at least 14 days prior to the requested dates of

execution. If the Owner requests the Construction Manager to execute consents reasonably required to facilitate assignment to a lender, the Construction Manager shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Construction Manager for review at least 14 days prior to execution. The Construction Manager shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.9 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Construction Manager.

§ 10.10 Unless otherwise required in this Agreement, the Construction Manager shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.11 The Construction Manager shall have the right to include photographic or artistic representations of the design of the Project among the Construction Manager's promotional and professional materials. The Construction Manager shall provide professional credit for the Architect and the Contractors in the Construction Manager's promotional materials for the Project. The Construction Manager shall be given reasonable access to the completed Project to make such representations. However, the Construction Manager's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Construction Manager in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Construction Manager in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.12 If the Construction Manager or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1 or as otherwise required to be disclosed pursuant to Chapter 13 of the Minnesota Statutes, the Minnesota Government Data Practices Act. This Section 10.8 shall survive the termination of this Agreement. .

§ 10.8.1 The Unless otherwise required under the Minnesota Government Data Practices Act, Chapter 13 , the receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

PAGE 22

Lump Sum of Sixteen Thousand Dollars (\$16,000) for Fourteen and one-half (14.5) months of Preconstruction Phase Services as outlined in Section 1.1.4.1 Design Phase Milestones. Should the Preconstruction Phase exceed the above period, the Construction Manager's time shall be billed at the hourly rates set forth in Section 11.5.

...

The Construction Manager shall be paid (i) a fee of 1.65% of the Cost of the Work defined in Article 6, (ii) the Construction Manager's costs for administrating and managing the Project at the hourly rates set forth in Section 11.5.1, (iii) the costs of Construction Manager's field labor for general conditions work at the hourly rates set forth in section 11.5.2, and (iv) any Reimbursable Expenses.

...

At the hourly rates set forth in Sections 11.5.1 and 11.5.2, plus Reimbursable Expenses.

...

At the hourly rates set forth in Sections 11.5.1 and 11.5.2, plus Reimbursable Expenses.

§ 11.4 Compensation for Supplemental and Additional Services of the Construction Manager's consultants when not included in Sections 11.2 or 11.3, shall be the amount invoiced to the Construction Manager plus One and Sixty-Five Tenths percent (1.65 %), or as follows:

PAGE 23

§ 11.5.1 Hourly Rates for administrative and management personnel:

Project Director	\$184 / hour
Senior Project Manager	\$158 / hour
Project Manager	\$139 / hour
Project Engineer	\$102 / hour
Estimator	\$134 / hour
General Superintendent	\$146 / hour
Project/Field Superintendent	\$137 / hour
Assistant Superintendent	\$121 / hour
Clerical	\$66 / hour
Accounting	\$66 / hour
Safety Director	\$144 / hour
Quality Manager	\$138 / hour

The rates set forth above shall be in effect through December 31, 2023. Thereafter the rates shall be increased by Three and one-half percent (3.5%) per year as of January 1 of each subsequent year.

For the Construction Manager's costs for administrating and managing the Project referenced in Section 11.1.2(ii), the Construction Manager's compensation, including Site Services, Reimbursables, and Fee, shall be a stipulated sum of Seven Hundred Thirty-Four Thousand Three Hundred Nine Dollars and No Cents (\$734,309.00). This stipulated sum assumes a Thirteen (13.0) month schedule for the Construction Phase. Should the Construction Phase extend beyond Thirteen (13.0) months, the Construction Manager is entitled to charge additional amounts at the hourly rates set forth above not to exceed the following: (i) \$10,250.00 per each additional week, or (iii) \$44,400.00 per each additional month.

§ 11.5.2 Regular Hourly Rates for field labor personnel for any miscellaneous general requirements or general conditions-type work:

Personnel Category	Rate Per Hour
Carpenter - Journeyman	\$97.79 / hour
Carpenter - Foreman	\$101.56 / hour
Laborer - Journeyman	\$89.21 / hour
Laborer - Foreman	\$93.56 / hour

The rates set forth above shall be increased in accordance with the terms of any applicable collective bargaining agreement.

Employee or Category	Rate (\$0.00)
----------------------	---------------

The rates for any miscellaneous tool or equipment rentals shall be at the rates set forth in Exhibit 01 – Tool and Equipment Rental Rates.

...

- .1 Transportation and authorized out-of-town travel expenses and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, collaboration technology, Bid Express online bidding service, and extranets;

PAGE 24

- ~~.10 Site office expenses; expenses, Site Superintendent truck, tools and technology; .11 General conditions expenditures~~
~~.12 General liability, professional liability, and umbrella liability insurance at a rate of 0.85% of the cost of the Construction Manager's Preconstruction and Construction Phase services; and~~
~~.11 .13 Other similar Project-related expenditures.~~

§ 11.6.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Construction Manager and the Construction Manager's consultants plus One and Sixty-Five Tenths percent (1.65 %) of the expenses incurred.

...

N/A

...

§ 11.8.1.1 An initial payment of Zero (\$ 0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

...

§ 11.8.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Construction Manager's invoice. Amounts unpaid sixty (60) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction ~~Manager.~~Manager

...

At an annual rate of interest of three and one-half percent (3.5%).
%

~~§ 11.8.2.2 The Owner shall not withhold amounts from the Construction Manager's compensation to impose a penalty or liquidated damages on the Construction Manager, or to offset sums requested by or paid to Contractors for the cost of changes in the Work, unless the Construction Manager agrees or has been found liable for the amounts in a binding dispute resolution proceeding.~~

...

§ 12.1 DOCUSIGN ELECTRONIC SIGNING SYSTEM. The Construction Manager has an agreement with DocuSign, Inc. ("DocuSign") with respect to the DocuSign electronic signing system (the "DocuSign System"). The DocuSign System may be used to facilitate the administration and execution of the Owner's Construction Contracts with the Multiple Prime Contractors, as well as various other Contract Documents requiring signatures. Should the Owner elect to have the Construction Manager use the DocuSign System with respect to any portion of the Project, the Owner acknowledges and agrees that (i) the Owner conducted its own independent investigation and evaluation as to all legal and other considerations related to its decision to use the DocuSign System on the Project, (ii) the Owner did not rely on any advice, recommendations or representations of the Construction Manager in making the Owner's independent determination to use the DocuSign System on the Project, (iii) the Construction Manager and DocuSign are not affiliated with each other and the Construction Manager does not warrant or guarantee any portion of the DocuSign System, (iv) the Construction Manager does not warrant or guarantee that the DocuSign system complies with or satisfies any legal requirements applicable to its use on the Project, and (v) to the fullest extent permitted by law, the Owner waives, and shall hold harmless and indemnify the Construction Manager from and against, all claims, causes of action, costs, expenses and damages (including reasonable attorney's fees) arising out of or resulting from the use of the DocuSign System on the Project.

PAGE 25

N/A

...

N/A

...

N/A

...

Exhibit 01 – Tool and Equipment Rental Rates 2022

This Agreement is entered into as of the day and year first written above. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original and all of which counterparts, taken together, shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this document by facsimile, pdf or other generally accepted electronic means (e.g., DocuSign) shall be effective as delivery of a manually executed counterpart of this document.

City of Wyoming, Wyoming, MN

Kraus-Anderson® Construction Company

...

Robb Linwood – City Administrator

Camille Helou – Vice President, Director of Operations
Construction

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, _____, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 10:02:35 CT on 09/19/2022 under Order No. 3104236359 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document C132™ – 2019, Standard Form of Agreement Between Owner and Construction Manager as Adviser, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)

RESOLUTION NO. 22-09-82

**A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE
CITY OF WYOMING AND KRAUS ANDERSON FOR
CONSTRUCTION MANAGEMENT SERVICES FOR THE NEW
PUBLIC SAFETY BUILDING IN THE AMOUNT OF \$734,309**

WHEREAS, In February of 2022 council authorized staff to seek proposals for construction management services for the Public Safety Building; and

WHEREAS, staff received seven proposals and analyzed all proposals for council review and recommendation to interview two of the firms

WHEREAS, At the March 1, 2022 city council meeting Kraus Anderson was selected for construction management services for the project.

WHEREAS, Design development for the building has been completed and next steps are to begin the contract documents and bidding documents for the project.

THEREFORE BE IT RESOLVED, the City of Wyoming authorizes the contract for construction management services with Kraus Anderson for the amount of \$734,309

**HEREUPON SAID RESOLUTION WAS DECLARED DULY PASSED AND ADOPTED
THIS 20th DAY OF SEPTEMBER, 2022.**

CITY OF WYOMING

By: _____
Lisa Iverson, Mayor

ATTEST:

Robb Linwood, City Administrator/Clerk

**CITY OF WYOMING
PLANNING AND ZONING**

TO:	Planning Commission
DATE:	September 20, 2022
FROM:	Kim Lindquist, City Planner
	Fred Weck
RE:	Site Plan Review,
APPLICANT:	Sunrise Fiberglass
	Patrick Fenton
PROPERTY:	R.21.00468.34
FILE NO.:	SP-22-002

OVERVIEW

Sunrise Fiberglass (“Applicant”) has requested a site plan review to construct a new 5,000 square foot cold storage building on their property at 5175 260th Street. The parcel currently abuts Highway 35 to the west, 260th street to the north, and Fallbrook Avenue N to the east. The property is developed with a commercial building utilized for fiberglass part and component manufacturing and contains a parking area on the north end. The site is zoned as I-Industrial District.

The applicant’s proposal is to build an accessory cold storage building on the southeast portion of the parcel. The proposed building will be accessed from a gravel surface that extends from the existing parking area; there will not be any direct street access. To construct the new gravel surface area, removal of a portion of the existing gravel driveway area is proposed. In addition to the storage building and access construction, the applicant has proposed site grading, and construction of a rain garden along the south side of the proposed building to meet stormwater management requirements.

In addition, plans illustrating site grading, storm sewer and erosion control are provided. Given the property location, the plan must meet I-Industrial District and accessory building standards.

STAFF RECOMMENDATION

Based on review of the request and the standards for approval, staff is recommending approval of the site plan for the proposed Sunrise Fiberglass storage building at 575 260th Street subject to the following conditions:

1. All required local, state and/or federal permitting must be obtained.
2. The Applicant shall revise the building elevations to comply with the ordinance exterior materials requirements Sec. 40 – 451 (2) and Sec. 40 – 451 (7), including altering plans to not include any prohibited materials.
3. The Applicant shall submit a lighting plan that complies with all standards in ordinance lighting requirements Article VII, Division 15 if any light fixtures are proposed, including turning off site lighting, except for security lighting one (1) hour after closing.
4. The Applicant shall provide major shift employee numbers to ensure that the required off-street parking space requirement Sec. 40 - 682 is met. If after final calculations are made the property is deficient of parking stalls, the applicant will be required to bring the site into compliance with the parking ordinance regulations.
5. The Applicant shall provide current parking stall dimensions located on site to ensure that off-street parking space requirements contained in Article VII, Division 23 are met.
6. The Applicant shall submit a landscaping plan illustrating all current and future landscaping on the property to confirm compliance with screening standards Sec. 40 – 711 and Sec. 40 – 723.

7. The Applicant address all engineering comments provided to the applicant.

STAFF REVIEW

Site Plan Review

The subject property is zoned I-Industrial District and guided as Light Industry and General Business in the City of Wyoming's Comprehensive Plan. The northern part of the property is currently utilized as a manufacturing building. The zoning and surrounding uses are as follows:

North – I-Industrial and C-Commercial; general mix of light industry and commercial.

South – OHC-Office and Health Care, R1 – Rural Residential 1; Fairview Lakes Medical Center and low-density housing.

East – I-Industrial and R3-Single Family Residential; mid-density housing and industrial uses.

West – Interstate 35, R3 – Single Family Residential, R4 – 1 and 2 Family Residential; mixed-density housing.

The applicant is proposing that a portion of the southern half of the lot will serve as a newly constructed cold storage building. This structure is defined as an accessory building and must meet accessory building standards. A cold storage building is a permitted accessory use in the Industrial District as a use incidental to the principal light industrial use. This parcel is not located within either the Shoreland or Floodplain districts and does not contain any wetlands. The following table summarizes the regulations associated with the site, noting the Industrial District requirement standards for accessory buildings:

Zoning District	<u>I- Industrial District</u>	<u>Proposed</u>
Lot Width	100 feet	394 feet (existing condition)
Lot Size	20,000 sq. ft. (~.46 acres) (minimum)	362,934 sq. ft. (8.33 acres) (existing condition)
Front Yard Setback	25 feet from the right of way	>650 feet
Side Yard Setback (west)	3 feet (accessory structure)	298 feet
Side Yard Setback (east)	3 feet (accessory structure)	12.6 feet
Rear Yard Setback	3 feet (accessory structure)	218.5 feet
Building Height	25 feet (one story) maximum	20 feet
Impervious Surface	75% (maximum)	~26%
Total Lot Coverage	30% of the buildable area (maximum)	~26%

Architecture

The proposed one-story storage building is industrial in character with a pitched roof. The building footprint is 50'x100' with 5,000 square feet of storage space. The building will not be served by any plumbing or electric service.

Property developing in the Industrial District must adhere to the architectural standards and exterior materials contained in Division 5 Architectural Standards, Section 40-451(2). As part of these standards, industrial structures must be composed of at least sixty-five percent (65%) Class I materials; and not more than thirty-five percent (35%) percent Class II or Class III materials. The building elevations provided indicate that metal panels will be used exclusively for both the walls and roof of the building. Therefore, the building will not comply with ordinance standards. In addition, formed metal panels with exposed fasteners, which are the proposed building materials, are a prohibited exterior building material. A recommended condition of approval requires modification to the building elevations to comply with the ordinance exterior materials standards.

Landscaping

City standards do not require any specific landscaping requirements for industrial uses in an industrial zoning district. However, there are screening standards that must be met by industrial uses in all districts. In any parking area containing more than four spaces which adjoins a public street, the parking shall be screened with a hedge of two feet in height and four feet on center. At present some vegetation is planted along the front property line, adjacent to the northern parking. While not consistent with the existing parking lot screening standards it is a reasonable screen. Rather, staff would recommend installation of a few trees along the western border of the site, adjacent to Interstate 35. The applicant also should provide detail about the plantings associated with the proposed raingarden. If there is any additional exterior storage of goods or materials associated with the project, additional screening material is required.

Screening standards also require a fully enclosed gate surrounding any trash storage facility. The proposed site plan does not show any trash storage facilities.

No additional tree removal is proposed to occur.

Roads, Traffic, and Access

The proposed development would create no new public access points. An existing gravel surface will be removed and replaced with a new surface that extends to the proposed building and provide access.

Drainage/Natural Resource/Wetlands

Based on the proposed disturbance area being less than an acre, a NPDES permit is not required. The site is outside of Comfort Lake Forest Lake Watershed District so a CLFLWD permit is not required. There is no floodplain in the area, so no floodplain permitting is required. Since the increase in impervious for the site is under a half-acre the site is proposing to meet all stormwater management requirements through the use of a rain garden on site. The proposed grading work is designed to both facilitate access to the building and route stormwater to the rain garden.

Utilities

While city services are accessible for this site, they are not proposed as the storage building will have no plumbing or electricity. If any future utilities are proposed, a corresponding utility plan would need to be submitted by the applicant.

Parking

The proposed development plan for the accessory building contains no additional parking spaces. The current parking area, that serves the principal building, contains 90 total parking spaces. The parking standard for manufacturing use is 1 stall for each employee on the major shift or 1 stall for each 400 sq. ft.

of space, whichever is greater. At this time the applicant has not provided necessary information to calculate the parking requirements for the site. This issue is addressed in the recommended conditions of approval.

The provided site plan does not include parking spaces measurements illustrating that they have the required 9 feet of stall width and that they meet the stall depth and minimum aisle width requirements based on the specific angle of each parking spot. A recommended condition of approval is submission of both major shift employee numbers and current parking stall dimensions to ensure the property meets all off-street parking requirements.

Lighting

As part of the site plan review, the applicant must illustrate adherence to all ordinance performance standards including lighting standards if additional lighting is being proposed as part of the accessory structure plans. Lighting standards require that any development cannot have a light intensity that exceeds 1 foot candle on the right-of-way line of a public street or a residential property. Also, light fixtures may not be taller than 25 ft, to limit potential spillover lighting on public streets. Lighting location performance standards state that light fixtures must be setback a minimum of 10 ft from a street right-of-way and 5 ft from interior and rear lot lines. Furthermore, any light fixtures mounted on a building may not exceed the height of the building. A recommended condition of approval requires submittal of a lighting plan that meets these ordinance regulations if additional lighting is proposed. *During testimony the applicant's representative stated that they do not intend to install additional lighting. Any lighting attached to the building will be reviewed when the building permit application is submitted.*

Site Plan Review Standards

In accordance with Sec. 40 – 86, the following criteria shall be met during the site plan review application process:

- (1) Consistency with the various elements and objectives of the City's long-range plans, including, but not limited to, the Comprehensive Plan;
- (2) Consistency with the purposes of this Code;
- (3) Preservation of the site in its natural state, insofar as practicable, by minimizing tree and soil removal, and designing any grade changes so as to be in keeping with the general appearance of neighboring developed or developing areas;
- (4) Creation of a harmonious relationship of buildings and open spaces with the terrain and with existing and future buildings having a visual relationship to the proposed development;
- (5) Creation of a functional and harmonious design for structures and site features including;
 - (a) Creation of an internal sense of order for the various functions and buildings on the site and provision of a desirable environment for occupants, visitors and the general community;
 - (b) Appropriateness of the amount and arrangement of open space and landscaping to the design and function of the development;
 - (c) Appropriateness of the materials, textures, colors and details of construction as an expression the design concept of the project and the compatibility of the same with the adjacent and neighboring structures and functions; and
 - (d) Adequacy of vehicular, cycling and pedestrian circulation, including walkways, interior drives and parking, in terms of location and number of access points to the public streets, width of interior drives and access points, general interior circulation, separation of pedestrian, cycling and vehicular traffic and arrangement and amount of parking so as to be safe, convenient and, insofar as

practicable, compatible with the design of proposed buildings, structures and neighboring properties.

(6) Creation of an energy-conserving design through design, location, orientation and elevation of structures, the use and location of glass in structures, and the use of landscape materials and site grading; and

(7) Protection of adjacent and neighboring properties through reasonable provisions for such matters as surface water drainage, sound and sight buffers, preservation of views, light and air, and those aspects of design, not adequately covered by other regulations, which may have substantial effects on neighboring land uses.

These standards are met.

Planning Commission Recommendation

On September 13, 2022 the Planning Commission publicly heard the petitioner's Site Plan Review request. After hearing testimony and discussion, the Planning Commission voted unanimously to recommend approval of the request with the following conditions:

1. All required local, state and/or federal permitting must be obtained.
2. The Applicant shall revise the building elevations to comply with the ordinance exterior materials requirements Sec. 40 – 451 (2) and Sec. 40 – 451 (7), including altering plans to not include any prohibited materials.
3. The Applicant shall submit a lighting plan that complies with all standards in ordinance lighting requirements Article VII, Division 15 if any light fixtures are proposed, including turning off site lighting, except for security lighting one (1) hour after closing.
4. The Applicant shall provide major shift employee numbers to ensure that the required off-street parking space requirement Sec. 40 - 682 is met. If after final calculations are made the property is deficient of parking stalls, the applicant will be required to bring the site into compliance with the parking ordinance regulations.
5. The Applicant shall provide current parking stall dimensions located on site to ensure that off-street parking space requirements contained in Article VII, Division 23 are met.
6. The Applicant shall submit a landscaping plan illustrating all current and future landscaping on the property to confirm compliance with screening standards Sec. 40 – 711 and Sec. 40 – 723.
7. The Applicant address all engineering comments provided to the applicant.



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

LAND USE APPLICATION: SITE PLAN REVIEW

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

Property Address: Sunrise Fiberglass - 5175 260th Street, Wyoming, MN 55092

Applicant(s): Name(s) Patrick Fenton

Address 1732 Crooks Rd

City Troy State MI Zip 48084

Phone Number 248-519-1950 Email pfenton@fdgcapital.com

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

Name(s) _____

Address _____

City _____ State _____ Zip _____

Phone Number _____ Email _____

Signature of owner(s) Rat6 Date 8/15/2022

Legal description of property: HALLBERGS WYO INDUSTRIAL PARK Lot 001 Block 003

Property Identification Number: R.21. 00468.34 Present Zoning: Industrial

Present use of property: Fiberglass part and component manufacturing

Proposed use of property: Fiberglass part and component manufacturing

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

1. A detailed site plan showing the information listed in Section 40 - 82, 1-6 as well as the following:
 - a. The grading and drainage plan must be designed in accordance with Article VII, Division 21 of the Zoning Ordinance and the City of Wyoming Surface Water Resource Guidance Document
 - b. Elevation drawings of all sides of the proposed building to show compliance with the architectural standards of the zoning district the use will be located in
 - c. Landscaping and Screening in accordance with Article VII, Divisions 14 & 26
 - d. Lighting Plan in accordance with Article VII, Division 15
2. A letter explaining the proposed use and how it will be operated
3. Applications for uses described in Article VI, Divisions 7, 18, & 19 and Article VII, Divisions 2, 8, 10, 17-20, and 25 of the Zoning Ordinance must include the information necessary to show compliance with the applicable section of the ordinance
4. Applications for uses that are within the Highway 8 Overlay District or that utilize Highway 8 for access must include the information necessary to show compliance with Article VI, Division 14 of the Zoning Ordinance.
5. The application fee and escrow must be paid at the time of application - The fee is not refundable and the unused portion of the escrow will be returned to the applicant
6. Any other information deemed necessary by the Zoning Administrator or Planning Commission

Signature of applicant(s) Rat6 Date 8/15/2022

As the applicant for this request, I agree to reimburse the City for all expenses incurred by the City in employing planning, engineering, legal and other professional consultants in reviewing this application. This may include the replenishment of any escrow funds as required as part of this application. Such costs shall be paid by me, the applicant, regardless of the outcome of the review and prior to commencing any work on the project. Article V, Division 4, Site Plan Review is attached to this application. By signing this application, the applicant acknowledges that it has been read and understood.

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

OFFICE USE ONLY

Application # SP22-003

Date Application Received 8/16/22

Date Complete Application Received 8/16/22

60 Days 10/15/22

Fee: \$220.00 + Escrow \$1,000.00

Date Paid 8/16/22

By: [Signature]
Official

Check # 1109

Revised 07/28/22

Wyoming

5368 266th Street
PO Box 730
Wyoming MN 55092

651.464.3130
Wyoming@Widseth.com
Widseth.com

Sunrise Fiberglass Cold Storage Building – Project Description

Background

Sunrise Fiberglass is a company located in Wyoming, MN that manufactures fiberglass parts and components. Their facility is located at 5175 260th St, Wyoming, MN 55092.

Project Description

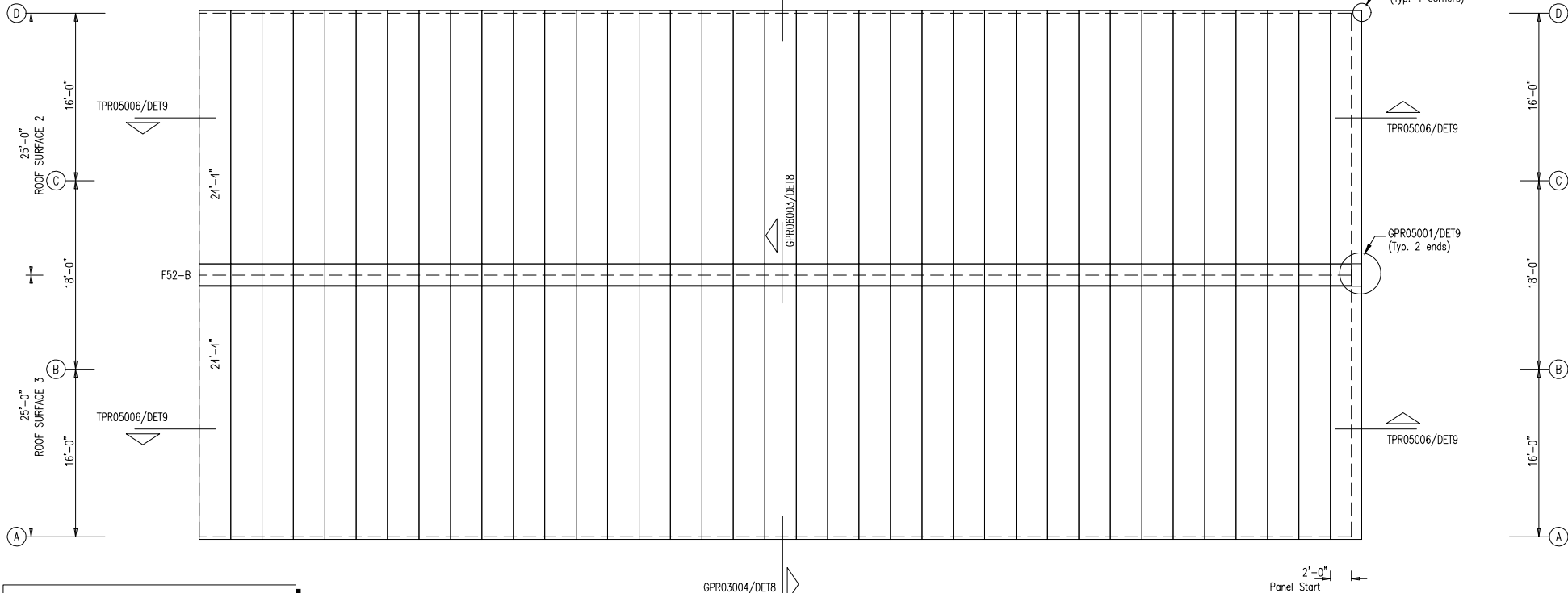
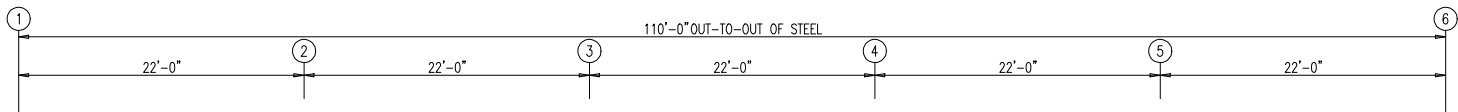
The property owner would like to construct a 50' x 100' cold storage building to expand their storage capabilities. The building is not proposed to have any plumbing or electric service.

The proposed scope of work is generally as follows:

- Site Grading to accommodate the proposed building
- Construction of a rain garden along the south side of the proposed building to meet City of Wyoming Stormwater Management requirements.
- Removal of existing gravel driveway area
- Construction of new gravel driveway for access to building and other site traffic.

Widseth has been contracted by Patrick Fenton (FDG Capital) (property owner representative) to prepare construction plan drawings for the civil site work of the proposed cold storage building. The construction plan drawings are included in the site plan review application for review.

PBR ROOF SHEETING NOTE:
PBR ROOF PANELS ARE TO BE FIELD CUT IF THE PANELS EXTEND OUTSIDE OF THE ROOF PLANE, PANELS ARE NOT TO BE BACK LAPPED.



Non-Standard PBR Roof Panel Fasteners
#58 member fasteners are to be used for panel to secondary attachment in lieu of #3 shown on the R Drawings

- GENERAL NOTES:**
- 1. INSTALL ALL PURLIN AND FLANGE BRACES (FB) AS SHOWN.
 - 2. ROOF PANEL PROVIDES STRUCTURAL STABILITY TO THE BUILDING.
 - 3. STRUT PURLINS, IF PROVIDED, MUST BE INSTALLED AND FASTENED TO ROOF SHEETING PER "PBR" PANEL ROOF DETAIL.
 - 4. DO NOT ADD ANY ADDITIONAL ROOF OPENINGS WITHOUT BUILDING MANUFACTURER APPROVAL OR PROFESSIONAL ENGINEER APPROVAL.
 - 5. DO NOT STACK SHEET BUNDLES ON ROOF. ONLY RAISE INDIVIDUAL SHEETS AS NEEDED.
 - 6. AFTER INSTALLATION, WIPE ALL PANELS CLEAN OF METAL SHAVINGS CAUSED BY DRILLING.

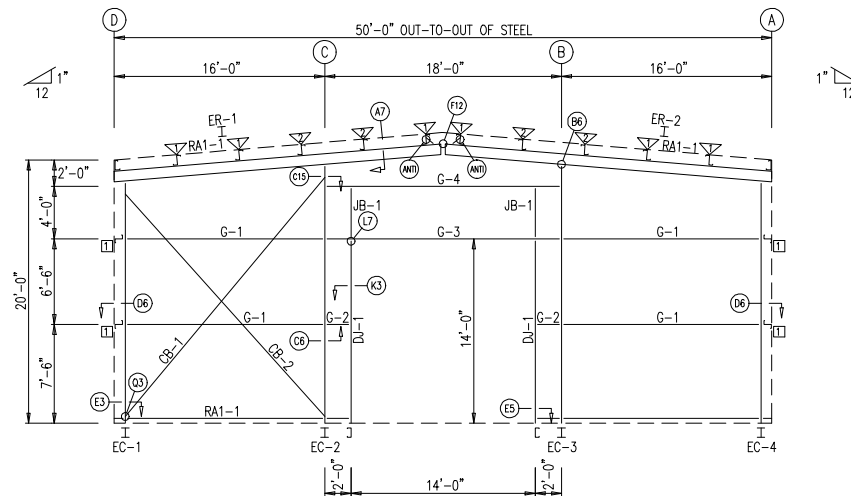
ROOF SHEETING PLAN
PANELS: 26 Gauge PBR - Galvalume

ISSUE	DATE	DESCRIPTION	BY	CK'D	DSN
A	6/ 9/22	FOR CONSTRUCTION PERMIT	AXH	AXH	CM
0	6/22/22	FOR ERECTOR INSTALLATION	ZMM	YMC	CM

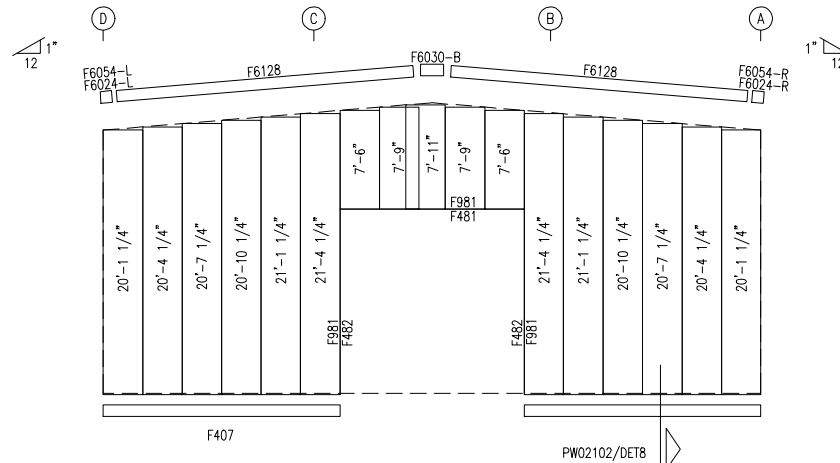
TORO STEEL BUILDINGS INC							
1405 DENISON STREET							
MARKHAM, ON L3R-5V2 CA							
PROJECT: DALE HALE							
CUSTOMER: DALE HALE							
LOCATION: WYOMING, MN 55092 US							
CAD	DATE	SCALE	PHASE	BUILDING ID	JOB NUMBER	SHEET	NUMBER
	6/22/22	N.T.S.	1	A	18-B-57146		

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

SIGNATURE: SIRENE M. CHACON
DATE: Jun 27, 2022
LICENSE NUMBER: 57396



ENDWALL FRAMING: FRAME LINE 1



ENDWALL SHEETING & TRIM: FRAME LINE 1

PANELS: 26 Gauge PBR - Polar White

ISSUE	DATE	DESCRIPTION	BY	CK'D	DSN
A	6/9/22	FOR CONSTRUCTION PERMIT	AXH	AXH	CM
O	6/22/22	FOR ERECTOR INSTALLATION	ZMM	YMC	CM

TORO STEEL BUILDINGS INC
1405 DENISON STREET
MARKHAM, ON L3R-5V2 CA

PROJECT: DALE HALE						
CUSTOMER: DALE HALE			OWNER: DALE HALE			
LOCATION: WYOMING, MN 55092 US						
CAD	DATE	SCALE	PHASE	BUILDING ID	JOB NUMBER	SHEET
	6/22/22	N.T.S.	1	A	18-B-57146	

BOLT TABLE				
FRAME LINE 1				
LOCATION	QUAN	TYPE	DIA	LENGTH
ER-1/ER-2	8	A325	5/8"	1 3/4"
Columns/Raft	4	A325	1/2"	1 1/4"

MEMBER TABLE		
FRAME LINE 1		
MARK	PART	LENGTH
EC-1	W8X10	18'-5 5/8"
EC-2	W8X10	19'-8 13/16"
EC-3	W8X10	19'-8 13/16"
EC-4	W8X10	18'-5 5/8"
ER-1	W8X10	25'-0 13/16"
ER-2	W8X10	25'-0 13/16"
DJ-1	8X35C14	14'-0"
G-1	8X25Z16	14'-6"
G-2	8X25Z16	1'-4 1/4"
G-3	8X25C16	17'-4"
G-4	8X25Z16	17'-4"
CB-1	1/2" DIA. ROD	24'-6"
CB-2	1/2" DIA. ROD	23'-6"
JB-1	8I35C14	4'-0"

FLANGE BRACE TABLE		
FRAME LINE 1		
▽ ID	MARK	LENGTH
1	FB29.5	L2X2X14G 2'-5 1/2"
2	FB6-1	L2X2X1/8" 2'-5 1/2"

CONNECTION PLATES	
FRAME LINE 1	
ID	MARK/PART
1	SC5

Non-Standard PBR Wall Panel Fasteners

#58 member fasteners are to be used for panel to secondary attachment in lieu of #17A shown on the R Drawings

GENERAL NOTES:

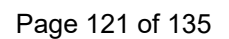
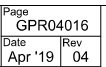
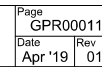
1. INSTALL ALL GIRTS AND FLANGE BRACES (FB) AS SHOWN.
2. WALL PANEL PROVIDES STRUCTURAL STABILITY TO THE BUILDING.
3. OTHER THAN FOR WALK DOORS AND WINDOWS SHOWN ON THE CONTRACT, DO NOT ADD ADDITIONAL WALL OPENINGS WITHOUT APPROVAL OF BUILDING MANUFACTURER OR PROFESSIONAL ENGINEER.
4. AFTER INSTALLATION, WIPE ALL PANELS CLEAN OF METAL SHAVINGS CAUSED BY DRILLING.

Drawing has been digitally signed.

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

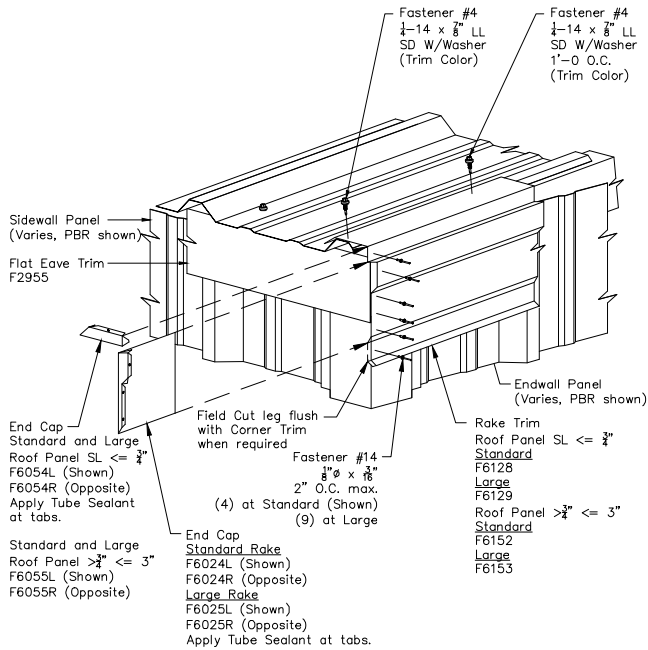
SIGNATURE: Jun 27, 2022
NAME: **SIRENE M. CHACON**
DATE: 0 LICENSE NUMBER: 57396

Page	PW05003		
Date	Aug '15	Rev	04



PBR Roof Panel - Northern Standard and Northern Large Edgecraft
Low Eave Rake Corner with Flat Eave Trim $\frac{3}{4}$ " thru $1\frac{3}{4}$ " Wall Panel

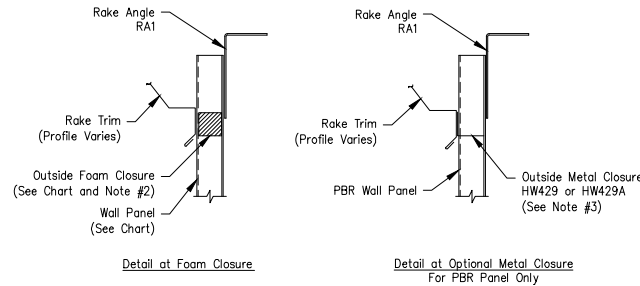
Page
TPR04009
Date
Nov '20
Rev
02



See Construction Details for
required attachment of Eave
Trim and Rake Trim to Wall.
Wall Panel Closures not shown
for clarity.

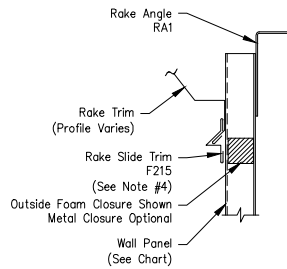
Single Skin Wall Panel Outside Closure Requirements at Rake

Page
GD06003
Date
Feb '19
Rev
02



Notes:

1. Outside Panel Closures are Required at all Sheeted Endwalls.
2. PBR Wall Panel Outside Foam Closures HW456 Required for Roof Slope 4:12 or Less and HW422 for Roof Slope Greater Than 4:12. Field Form/Notch HW422 to Panel Profile.
3. PBR Wall Panel Outside Metal Closure HW429 for Roof Slope 0:12 Thru $1\frac{1}{2}$:12 and HW429A for Roof Slope Greater Than $3\frac{1}{2}$:12 Thru $4\frac{1}{2}$:12.
4. Rake Slide Trim Required for All Standing Seam Roofs and at Screw Down Roof Runs Greater Than 100'-0"
5. Foam Closures are Required when Job Requires Air Infiltration or Sealed Wall Requirements, See GD16002.



Detail at Rake Slide Trim

Wall Panel	Foam Closure
PBR	HW456/HW422
AVP	HW465
PBU	HW460
VistaShadow	HW465
NuWall	HW424
PBC	HW462
PBD	HW463
ShadowRib	HW412
Designer Series (Fluted Only)	HW4037
RBR (Reverse Rolled PBR)	HW455
RBU (Reverse Rolled PBU)	HW459
7.2	HW461

Drawing has been digitally signed.

ISSUE	DATE	DESCRIPTION	BY	CK'D	DSN
A	6/9/22	FOR CONSTRUCTION PERMIT	AXH	AXH	CM
O	6/22/22	FOR ERECTOR INSTALLATION	ZMM	YMC	CM

TORO STEEL BUILDINGS INC
1405 DENISON STREET
MARKHAM, ON L3R-5V2 CA

PROJECT: DALE HALE

CUSTOMER: DALE HALE

OWNER: DALE HALE

LOCATION: WYOMING, MN 55092 US

CAD

DATE

SCALE

PHASE

BUILDING ID

JOB NUMBER

SHEET

NUMBER

ISSUE

DATE

LICENSE NUMBER: 57396

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

SIGNATURE:

Jun 27, 2022

NAME: SIRENE M. CHACON

DATE:

LICENSE NUMBER: 57396

SUNRISE FIBERGLASS COLD STORAGE BUILDING

WYOMING, MN



PROJECT LOCATION
SUNRISE FIBERGLASS

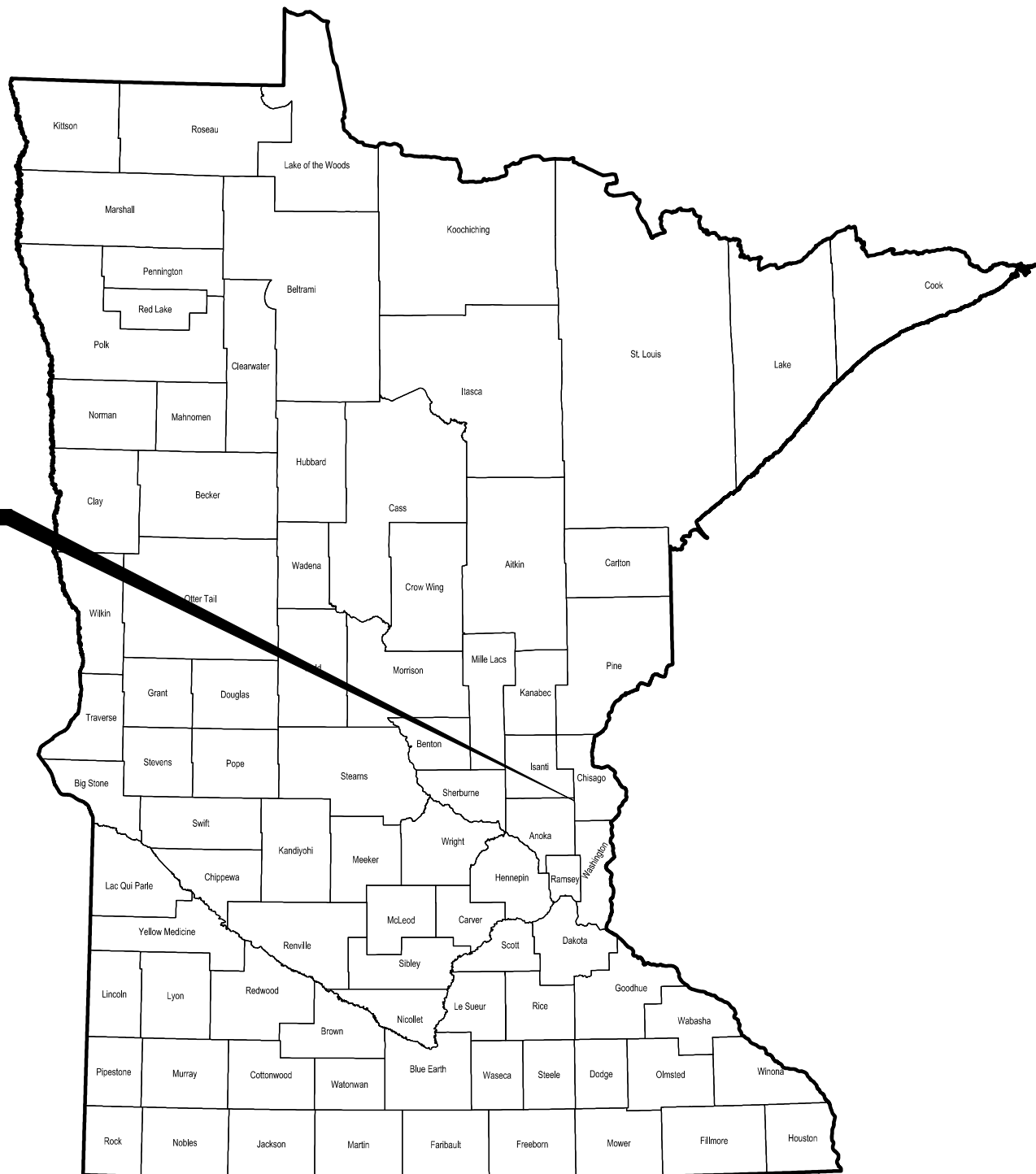
PROJECT LOCATION
CITY OF WYOMING

Include on plans:
- disturbance area
- existing impervious
- proposed impervious

DRAWING INDEX	
SHEET NUMBER	SHEET TITLE
C1.0	TITLE SHEET
C2.0	CIVIL LEGEND
C3.0	DETAILS
C4.0	EXISTING CONDITIONS & REMOVAL PLAN
C5.0	SITE PLAN
C6.0	GRADING AND DRAINAGE PLAN
C7.0	TURF ESTABLISHMENT AND EROSION CONTROL PLAN

GOVERNING SPECIFICATIONS

THE 2020 EDITION OF THE MINNESOTA DEPARTMENT OF TRANSPORTATION "STANDARD SPECIFICATIONS FOR CONSTRUCTION" AND 2020 EDITION OF THE "MATERIALS LAB SUPPLEMENTAL SPECIFICATIONS FOR CONSTRUCTION" SHALL GOVERN.



WIDSETH

ARCHITECTS • ENGINEERS • SCIENTISTS • SURVEYORS

MINNESOTA PROFESSIONAL ENGINEER
I hereby certify that I am a duly licensed engineer under the laws of the state of Minnesota.
Frank E. Brodeen
DATE: 8/11/2022 LIC. NO. 27780

DATE: AUGUST 2022
SCALE: AS SHOWN
DRAWN BY: FEB
CHECKED BY: TMM
JOB NUMBER: 2022-11088

SUNRISE FIBERGLASS COLD STORAGE BUILDING

WYOMING, MN

TITLE SHEET

SHEET NO. C1.0

SHEET 1 OF 7

J:\FDG Capital-47251\2022-11088\CADD\Civil\TS-2022-11088.dwg Plotted by:Frank Brodeen 8/11/2022 2:07:06 PM © 2022 WIDSETH SMITH NOLTING & ASSOCIATES, INC.

Page 124 of 135

SURVEY MONUMENTS

	BENCH MARK
	FOUND CIM
	FOUND CPNT.
	FOUND JLM
	FOUND LATH
	FOUND PIPE
	FOUND READING
	STAKED CIM
	STAKED CPNT.
	STAKED JLM
	STAKED PIPE

EXISTING TOPO SYMBOLS

	AC UNIT
	FENCE POST
	FLAG POLE
	GUARD POST
	GUY ANCHOR
	GUY POLE
	HANDICAP SYMBOL
	MAILBOX
	SHRUB
	SIGN DOUBLE POST
	SIGN SINGLE POST
	TREE CONIFER
	TREE DECIDUOUS
	TREE STUMP
	TV DISH
	WETLAND SYMBOL
	YARD LIGHT

EXISTING UTILITY MUNICIPAL SYMBOLS

	APRON
	LIFT STATION
	SANITARY CLEANOUT
	SANITARY MANHOLE
	STORM CATCH BASIN
	STORM INLET

EXISTING UTILITY MUNICIPAL SYMBOLS (cont.)

	STORM MANHOLE
	WATER CURB STOP
	WATER HANDHOLE
	WATER HYDRANT
	WATER MANHOLE
	WATER METER
	WATER VALVE
	WATER WELL
	UTILITY SIZE & TYPE

EXISTING UTILITY PRIVATE SYMBOLS

	ELEC GROUND LIGHT
	ELEC HANDHOLE
	ELEC LIGHT POLE
	ELEC MANHOLE
	ELEC METER
	ELEC PEDESTAL
	ELEC POLE
	ELEC SIGNAL
	ELEC TRANSFORMER BOX
	GAS METER
	GAS VALVE
	LP TANK
	TELE HANDHOLE
	TELE MANHOLE
	TELE PEDESTAL
	TELE POLE
	TV HANDHOLE
	TV PEDESTAL

SOIL BORING SYMBOLS

	LASER-INDUCED FLUORESCENCE BORING
	LYSIMETER
	MONITOR WELL
	PERC TEST
	PIEZOMETER
	RECOVERY WELL
	SOIL BORING
	SOIL VAPOR POINT
	VAPOR SURVEY POINT

PROPOSED UTILITY MUNICIPAL SYMBOLS

	APRON PROPOSED
	SANITARY CLEANOUT PROPOSED
	SANITARY LIFT STATION PROPOSED
	SANITARY LIFT STATION VALVE MANHOLE PROPOSED
	SANITARY MANHOLE PROPOSED
	SANITARY PLUG PROPOSED
	STORM CATCH BASIN PROPOSED
	STORM MANHOLE PROPOSED
	WATER 11 1/4° BEND PROPOSED
	WATER 22 1/2° BEND PROPOSED
	WATER 45° BEND PROPOSED
	WATER 90° BEND PROPOSED
	WATER CAP PROPOSED
	WATER CROSS PROPOSED
	WATER CURB STOP PROPOSED
	WATER HYDRANT PROPOSED
	WATER REDUCER PROPOSED
	WATER SLEEVE PROPOSED
	WATER TEE PROPOSED
	WATER VALVE PROPOSED

PROPOSED UTILITY PRIVATE SYMBOLS

	ELEC LIGHT POLE PROPOSED
---	--------------------------

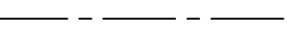
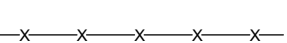
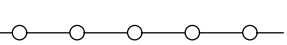
EROSION CONTROL SYMBOLS

	SURFACE DRAINAGE ARROW
	STORM DRAIN INLET PROTECTION

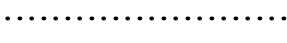
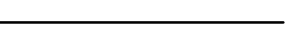
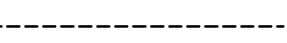
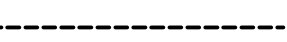
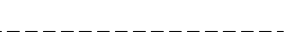
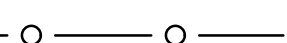
TRAFFIC CONTROL DEVICES & SYMBOLS

	TRAFFIC CONTROL SIGN (1 POST)
	TRAFFIC CONTROL SIGN (2 POST)
	TYPE III BARRICADE
	DRUM CHANNELIZER
	FLASHING ARROW OR MESSAGE BOARD

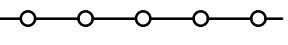
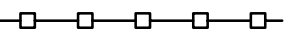
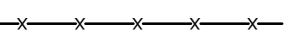
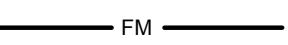
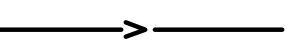
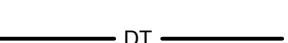
EXISTING TOPOGRAPHIC LINES

	CENTER LINE
	EDGE OF WOODS
	FENCE BARB WIRE
	FENCE CHAIN LINK
	FENCE WOOD
	FORCEMAIN
	OVERHEAD CABLE TV
	OVERHEAD ELECTRIC
	OVERHEAD TELE
	RAILROAD
	RETAINING WALL
	SANITARY SEWER
	SANITARY SEWER SERVICE
	STORM SEWER
	STORM SEWER DRAIN TILE
	UNDERGROUND CABLE TV
	UNDERGROUND ELECTRIC
	UNDERGROUND FIBER OPTIC
	UNDERGROUND GAS
	UNDERGROUND TELE
	WATERMAIN
	WATERMAIN SERVICE
	WETLAND EDGE

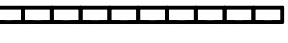
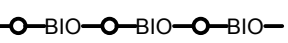
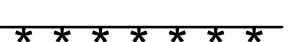
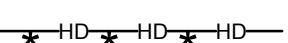
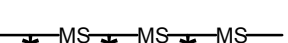
R/W, LOT & EASEMENTS LINES

	BUILDING SETBACK LINE
	LOT LINE PROPOSED
	EASEMENT LINE
	EASEMENT LINE PROPOSED
	LOT LINE
	MNDOT CONTROLLED ACCESS LINE
	RIGHT OF WAY EXISTING
	RIGHT OF WAY PROPOSED

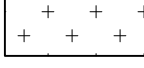
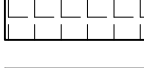
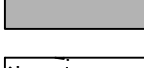
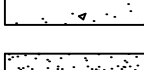
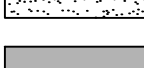
PROPOSED CONSTRUCTION LINES

	FENCE CHAIN LINK PROPOSED
	FENCE WOOD PROPOSED
	FENCE BARB WIRE PROPOSED
	FORCEMAIN PROPOSED
	SANITARY SEWER PROPOSED
	SANITARY SERVICE PROPOSED
	STORM SEWER PROPOSED
	STORM SEWER DRAIN TILE PROPOSED
	WATERMAIN PROPOSED
	WATERMAIN SERVICE PROPOSED

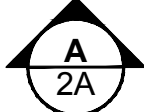
EROSION CONTROL LINES

	BALE CHECK
	BIO ROLL
	SILT FENCE
	SILT FENCE TYPE HEAVY DUTY
	SILT FENCE TYPE MACHINE SLICED
	SILT FENCE TYPE PREASSEMBLED
	FLOTATION SILT CURTAIN

HATCH PATTERN AND SHADING LEGEND

	RANDOM RIPRAP
	SOD
	SEED
	HYDRAULIC STABILIZER
	EROSION CONTROL BLANKET
	TEMP. ROCK CONSTRUCTION ENTRANCE
	BUILDING WALL HATCH
	BITUMINOUS SURFACE
	CONCRETE SURFACE
	GRAVEL SURFACE
	EASEMENT PATTERN

DOCUMENTATION SYMBOLS

	SECTION ARROW - SECTION NUMBER TOP; PAGE OF SECTION BOTTOM
---	--

WIDSETH

ARCHITECTS ■ ENGINEERS ■ SCIENTISTS ■ SURVEYORS

DATE: AUGUST 2022
SCALE: AS SHOWN
DRAWN BY: FEB
CHECKED BY: TMM
JOB NUMBER: 2022-11088

SHEET NO.
C2.0

SHEET 2 OF 7

SUNRISE FIBERGLASS COLD STORAGE BUILDING

WYOMING, MN

CIVIL LEGEND

WHERE ONLY THIS SPECIFICATION OR RECORD
HEREIN REFERS TO THE WIDSETH ARCHITECTS
THAT I AM A DULY LICENSED ENGINEER UNDER THE LAWS OF THE
STATE OF MINNESOTA.



DATE: 8/11/2022 LIC. NO. 57780
FRANK E. BRODEEN

REVISIONS	DESCRIPTION	DATE	BY

J:\FDG Capital-472512022-11088\CADD\Civil\C-CIVIL-LEGEND-2022-11088.dwg Plotted by:Frank Brodeen 8/11/2022 2:07:24 PM © 2022 WIDSETH SMITH NOLTING & ASSOCIATES, INC.

Page 125 of 135



SCALE: NONE

WIDSETH
ARCHITECTS ■ ENGINEERS ■ SCIENTISTS ■ SURVEYORS

GENERAL CONSTRUCTION NOTES:

THE CONTRACTOR SHALL VERIFY ALL EXISTING CONDITIONS PRIOR TO CONSTRUCTION AND NOTIFY OWNER OF ANY DIFFERENCES BETWEEN THE FIELD AND PLAN.

UNLESS OTHERWISE NOTED, ALL MATERIALS, CONSTRUCTION TECHNIQUES AND TESTING SHALL CONFORM TO THE 2020 EDITION OF THE "STANDARD SPECIFICATIONS FOR TRENCH EXCAVATION AND BACKFILL/SURFACE RESTORATION, WATERMAIN AND SERVICE LINE INSTALLATION AND SANITARY SEWER AND STORM SEWER INSTALLATION" AS PUBLISHED BY THE CITY ENGINEERS ASSOCIATION OF MINNESOTA AND THE "STANDARD SPECIFICATIONS FOR CONSTRUCTION" AS PUBLISHED BY THE MINNESOTA DEPARTMENT OF TRANSPORTATION, 2020 EDITION. THE CONTRACTOR SHALL CONFORM TO ALL REQUIREMENTS AS OUTLINED BY THE LOCAL AGENCY.

THE CONTRACTOR SHALL RECEIVE THE NECESSARY PERMISSION/PERMITS FOR ALL WORK LOCATED OUTSIDE OF THE MUNICIPAL RIGHT-OF-WAY AND PROPERTY LIMITS.

INTERSTATE 35

E. MNDOT R.O.W LINE

$\Delta=7^{\circ}41'39"$ R=5829.54 L=782.84

N0°26'15"E 204.48

BILLBOARDW/ELEC

S89°24'21"W 365.65

SUNRISE FIBERGLASS
MAIN BUILDING

197.6

GRAVEL SURFACE

APRON

15" CMP CULVERT

REMOVE EXISTING
GRAVEL SURFACE

1.56

14.56

15.16

43.60

WEST LINE, E

EXISTING
BUILDING

Include invert elevations on
existing conditions sheet

Note building
elevation

GENERAL SAFTEY
EQUIPMENT CORP.
PID NO. 21.00468.33

SITE REMOVAL NOTES:

THE SUBSURFACE UTILITY INFORMATION IN THIS PLAN IS UTILITY QUALITY LEVEL D. THIS QUALITY LEVEL WAS DETERMINED ACCORDING TO THE GUIDELINES OF CI/ASCE 38-02, ENTITLED "STANDARD GUIDELINES FOR THE COLLECTION AND DEPICTION OF EXISTING SUBSURFACE UTILITY DATA"

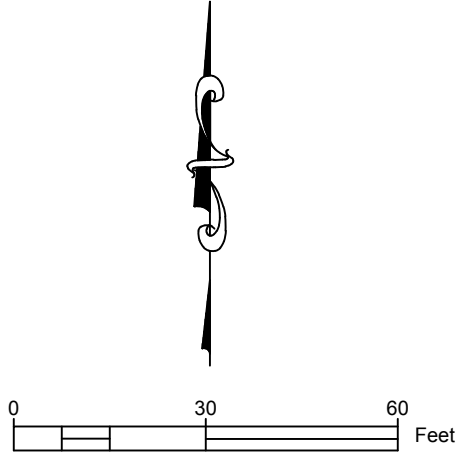
THE CONTRACTOR SHALL LOCATE ALL UTILITIES VIA A GOPHER STATE ONE CALL.

THE CONTRACTOR SHALL LOCATE PRIVATE UTILITIES, COORDINATING WITH THE OWNER.

THE CONTRACTOR SHALL INSTALL ALL EROSION CONTROL MEASURES BEFORE DISTURBING THE SITE.

CONTRACTOR SHALL PROTECT ALL EXISTING STRUCTURES, CONCRETE PAVEMENT, BITUMINOUS PAVEMENT, BUILDINGS, LIGHT POLES & BASES, ETC. NOT NOTED FOR DEMOLITION & REMOVAL DURING REMOVALS. ANY DAMAGED STRUCTURES TO REMAIN SHALL BE REPAIRED OR REPLACED AT NO COST TO THE OWNER.

ALL MATERIALS IDENTIFIED FOR REMOVAL SHALL BE DISPOSED OFF SITE IN ACCORDANCE WITH STATE AND LOCAL LAWS.



SUNRISE FIBERGLASS COLD STORAGE BUILDING

WYOMING, MN

EXISTING CONDITIONS AND REMOVAL PLAN

SHEET NO.
C4.0

SHEET 4 of 7

I HEREBY CERTIFY THAT THIS PLAN SPECIFICATION OR RECORD WAS PREPARED BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

Frank E. Brodeen

FRANK E. BRODEEN DATE: 8/11/2022 LIC. NO. 57780

WIDSETH
ARCHITECTS ■ ENGINEERS ■ SCIENTISTS ■ SURVEYORS

INTERSTATE 35

BILLBOARDW/ELEC

SUNRISE FIBERGLASS
MAIN BUILDING

PROPOSED
GRAVEL
SURFACE

50' x 100' COLD
STORAGE
BUILDING
(BY OTHERS)
FFE = 912.00

PROPOSED RAIN GARDEN
BTM = 909.0
HWL = 910.2

EXISTING
BUILDING

Verify building floor surface
-Concrete apron desired for
vehicles entering and exiting?

The City requires 2
feet of freeboard
between the high
water level and the
low floor elevation.

Turn off linework for portion of
existing gravel drive removed with
project on Site and Grading Plans

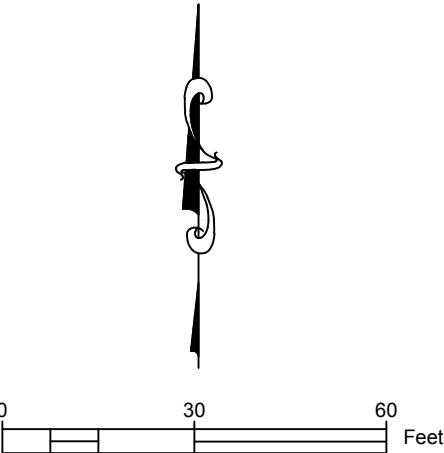
SITE PLAN NOTES:

THE SUBSURFACE UTILITY INFORMATION IN THIS PLAN IS UTILITY QUALITY LEVEL D.
THIS QUALITY LEVEL WAS DETERMINED ACCORDING TO THE GUIDELINES OF C/ASCE 38-2,
ENTITLED "STANDARD GUIDELINES FOR THE COLLECTION AND DEPICTION OF EXISTING
SUBSURFACE UTILITY DATA"

CONTRACTOR SHALL CALL GOPHER STATE ONE CALL PRIOR TO BEGINNING REMOVALS.

THE CONTRACTOR SHALL VERIFY ALL EXISTING CONDITIONS PRIOR TO CONSTRUCTION
AND NOTIFY OWNER AND ENGINEER OF ANY DIFFERENCES BETWEEN THE FIELD AND THE PLAN.

CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING AND MAINTAINING TRAFFIC CONTROL AND
SHALL BE IN COMPLIANCE WITH THE MINNESOTA UNIFORM TRAFFIC CONTROL DEVICES MANUAL AND
TEMPORARY TRAFFIC CONTROL ZONE LAYOUTS FIELD MANUAL. THE TRAFFIC CONTROL SHALL BE
APPROVED BY THE CITY PRIOR TO INSTALLATION.



DATE	REVISIONS DESCRIPTION	BY

DATE:	AUGUST 2022
SCALE:	AS SHOWN
DRAWN BY:	FEB
CHECKED BY:	TMH
JOB NUMBER:	2022-11088

SUNRISE FIBERGLASS COLD STORAGE BUILDING

WYOMING, MN

SITE PLAN

SHEET NO.
C5.0

SHEET 5 of 7

GENERAL CONSTRUCTION NOTES:

THE CONTRACTOR SHALL VERIFY ALL EXISTING CONDITIONS PRIOR TO CONSTRUCTION AND NOTIFY OWNER OF ANY DIFFERENCES BETWEEN THE FIELD AND PLAN.

UNLESS OTHERWISE NOTED, ALL MATERIALS, CONSTRUCTION TECHNIQUES AND TESTING SHALL CONFORM TO THE "STANDARD SPECIFICATIONS FOR CONSTRUCTION" AS PUBLISHED BY THE MINNESOTA DEPARTMENT OF TRANSPORTATION, 2020 EDITION. THE CONTRACTOR SHALL REQUIRE ALL PROCEDURES AS OUTLINED BY THE LOCAL AGENCY.

THE CONTRACTOR SHALL RECEIVE THE NECESSARY PERMISSION/PERMITS FOR ALL WORK LOCATED OUTSIDE OF THE MUNICIPAL RIGHT-OF-WAY AND PROPERTY LIMITS.

THE CONTRACTOR SHALL VERIFY ALL EXISTING INVERT LOCATION AND ELEVATIONS PRIOR TO BEGINNING CONSTRUCTION.

LEGEND:

—*MS*MS*MS— SILT-FENCE (MACHINE-SIZED)

—O-BIO-O-BIO-O-BIO— SEDIMENT CONTROL LOG (BIOROLL)

SEED MIXTURE 25-131 @ 220 LBS/ACRE
FERTILIZER TYPE 3 @ 350 LBS/ACRE
HYDRAULIC MULCH @ 2100LBS/ACRE

SEED MIXTURE 33-281 @ 35 LBS/ACRE
FERTILIZER TYPE 3 @ 200 LBS/ACRE
REPP CATEGORY 20

RANDOM RIP RAP CL II

STORM DRAIN INLET PROTECTION

TURF ESTABLISHMENT AND EROSION CONTROL
PLAN NOTES:

THE SUBSURFACE UTILITY INFORMATION IN THIS PLAN IS UTILITY QUALITY LEVEL D. THIS QUALITY LEVEL WAS DETERMINED ACCORDING TO THE GUIDELINES OF C/ASCE 38-2, ENTITLED "STANDARD GUIDELINES FOR THE COLLECTION AND DEPICTION OF EXISTING SUBSURFACE UTILITY DATA"

ALL CONSTRUCTION SHALL CONFORM TO LOCAL, STATE, AND FEDERAL REGULATIONS INCLUDING THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT REQUIREMENTS.

ALL SILT FENCE AND SEDIMENT CONTROL MEASURES SHALL BE IN PLACE PRIOR TO ANY EXCAVATION/CONSTRUCTION AND SHALL BE MAINTAINED UNTIL VIABLE TURF OR GROUND COVER HAS BEEN ESTABLISHED. MAINTENANCE AND REMOVAL OF SEDIMENT CONTROL DEVICES SHALL BE INCIDENTAL TO THE GRADING CONTRACT

ALL STREETS UTILIZED FOR PROJECT CONSTRUCTION MUST BE CLEANED AT THE END OF EACH DAY. A ROCK ENTRANCE TO THE SITE MUST BE PROVIDED ACCORDING TO THE DETAILS TO REDUCE TRACKING OF SEDIMENT ONTO PUBLIC STREETS. STREET SWEEPING MAY BE NECESSARY AND WILL BE CONSIDERED INCIDENTAL.

ALL EXPOSED SOILS MUST BE STABILIZED WITHIN 14 CALENDAR DAYS OF ROUGH GRADE COMPLETION OR AFTER CONSTRUCTION TERMINATES. ALL STOCKPILES SHALL HAVE ADEQUATE SEDIMENT TRAPPING SYSTEMS INSTALLED AROUND THEM.

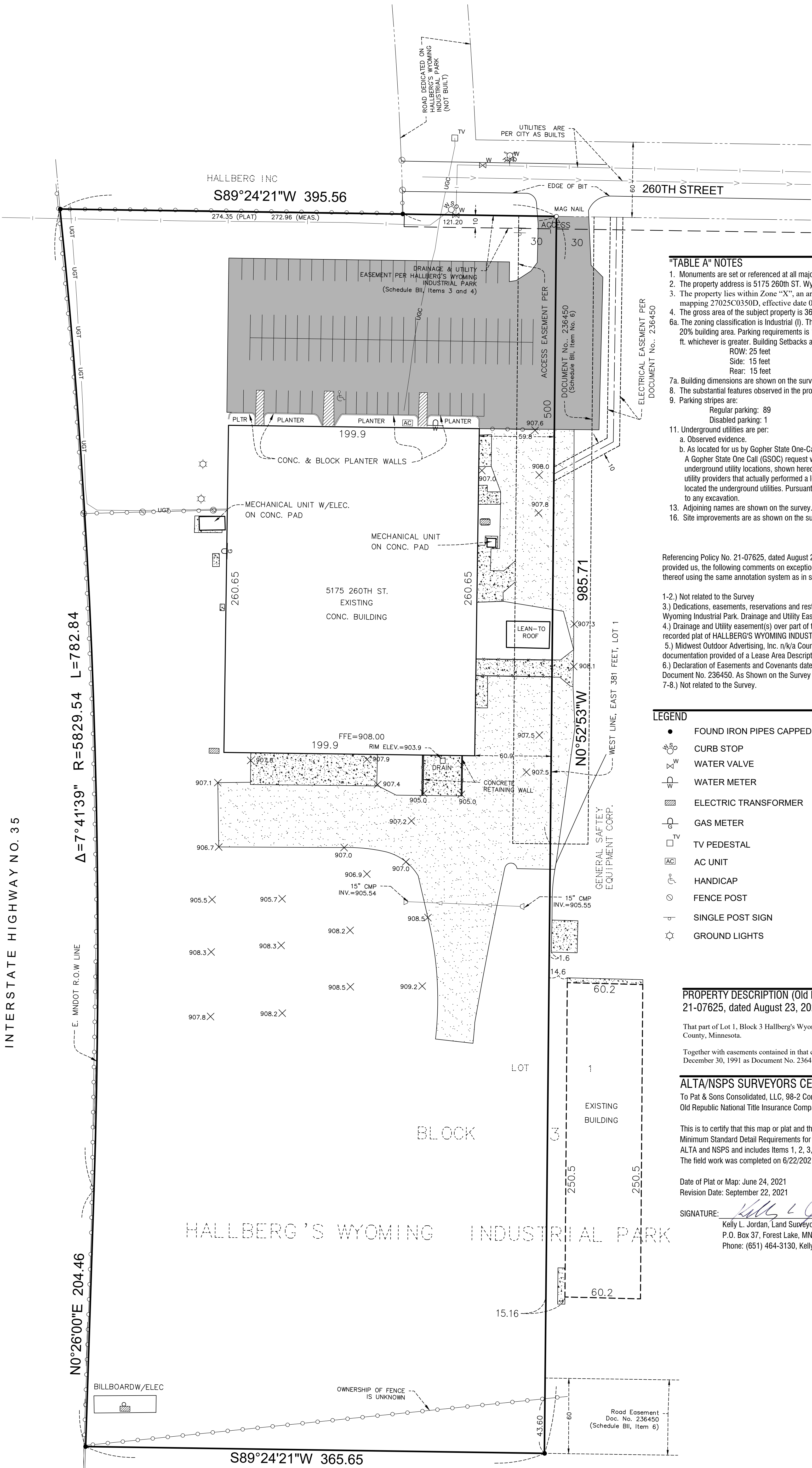
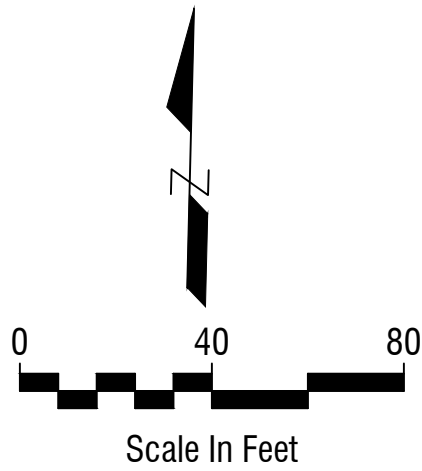
ALL AREAS TO BE ESTABLISHED TO GRASS COVER SHALL RECEIVE 4" OF TOPSOIL EXCEPT FOR THE RAIN GARDEN AREA AS SHOWN. SEE DETAILS SHEET FOR RAIN GARDEN TYPICAL SECTION. ALL GRASSED AREAS SHALL BE WATERED UNTIL A HEALTHY STAND OF GRASS IS OBTAINED.

PROTECT RAIN GARDEN AREA FROM CONSTRUCTION TRAFFIC DURING CONSTRUCTION. DRAINAGE FLOWS TO RAIN GARDEN SHALL BE DIVERTED TO BEST EXTENT POSSIBLE UNTIL CONTRIBUTING DRAINAGE AREA HAS BEEN ESTABLISHED.

SEE PLAN FOR A COMPLETE LEGEND OF HATCHES AND SYMBOLS USED FOR EROSION CONTROL.

DATE	REVISION DESCRIPTION	DATE	REVISION DESCRIPTION
AUGUST 2022	AS SHOWN		
SCALE: FEB			
DRAWN BY: TMH			
CHECKED BY:			
JOB NUMBER: 2022-11088			

ALTA/NSPS LAND TITLE SURVEY



- "TABLE A" NOTES**
- Monuments are set or referenced at all major corners of the boundary.
 - The property address is 5175 260th ST. Wyoming, MN 55092 .
 - The property lies within Zone "X", an area determined to have a minimal flood hazard Per FEMA mapping 27025C0350D, effective date 04/17/2012.
 - The gross area of the subject property is 362,934 Sq. Ft. or 8.33 Acres.
6a. The zoning classification is Industrial (I). The height and floor space restrictions are 45 feet and no more than 20% building area. Parking requirements is 1 space for each employee on the major shift or 1 space per 400 sq. ft. whichever is greater. Building Setbacks are:
ROW: 25 feet
Side: 15 feet
Rear: 15 feet
 - Building dimensions are shown on the survey.
 - The substantial features observed in the process of conducting the survey are shown on the survey.
 - Parking stripes are:
Regular parking: 89
Disabled parking: 1
 - Underground utilities are per:
a. Observed evidence.
b. As located for us by Gopher State One-Call, Ticket No. 181633491, dated 06/12/2018.
A Gopher State One Call (GSOC) request was placed on 06/12/2018 for utility locates on this site. The underground utility locations, shown hereon, if any, are approximate and are based upon locates from those utility providers that actually performed a locate as a result of this request. The surveyor has not physically located the underground utilities. Pursuant to MS 216.D contact Gopher State One Call at (651-454-0002) prior to any excavation.
 - Adjoining names are shown on the survey.
 - Site improvements are as shown on the survey.

Referencing Policy No. 21-07625, dated August 23, 2021 by Old Republic National Title Insurance Company has provided us, the following comments on exceptions, easements etc., that the property is subject to in Schedule B thereof using the same annotation system as in said Schedule B- part II.

1-2.) Not related to the Survey
3.) Dedications, easements, reservations and restrictions pertaining to or shown on the recorded plat of Hallberg's Wyoming Industrial Park. Drainage and Utility Easement as shown on Survey.
4.) Drainage and Utility easement(s) over part of the Northerly 10 feet of the subject property as shown on the recorded plat of HALLBERG'S WYOMING INDUSTRIAL PARK.As shown on the Survey.
5.) Midwest Outdoor Advertising, Inc. n/k/a Courtesy Leasing, Inc. lease dated November 17, 1998. No documentation provided of a Lease Area Description.
6.) Declaration of Easements and Covenants dated December 27, 1991, filed of record December 30, 1991 as Document No. 236450. As Shown on the Survey (easterly side of property).
7-8.) Not related to the Survey.

LEGEND		
●	FOUND IRON PIPES CAPPED 13590	CONCRETE SURFACE
	CURB STOP	BITUMINOUS SURFACE
	WATER VALVE	GRAVEL SURFACE
	WATER METER	SANITARY SEWER
	ELECTRIC TRANSFORMER	WATERMAIN
	GAS METER	CHAIN LINK FENCE
	TV PEDESTAL	STORM SEWER
	AC UNIT	UNDERGROUND TELEPHONE
	HANDICAP	UNDERGROUND CABLE
	FENCE POST	CULVERT APRON
	SINGLE POST SIGN	
	GROUND LIGHTS	

PROPERTY DESCRIPTION (Old Republic National Title Insurance Company File No. 21-07625, dated August 23, 2021)

That part of Lot 1, Block 3 Hallberg's Wyoming Industrial Park, lying west of the east 381 feet thereof, Chisago County, Minnesota.

Together with easements contained in that certain Declaration of Easements and Covenants filed of record December 30, 1991 as Document No. 236450.

ALTA/NSPS SURVEYORS CERTIFICATION

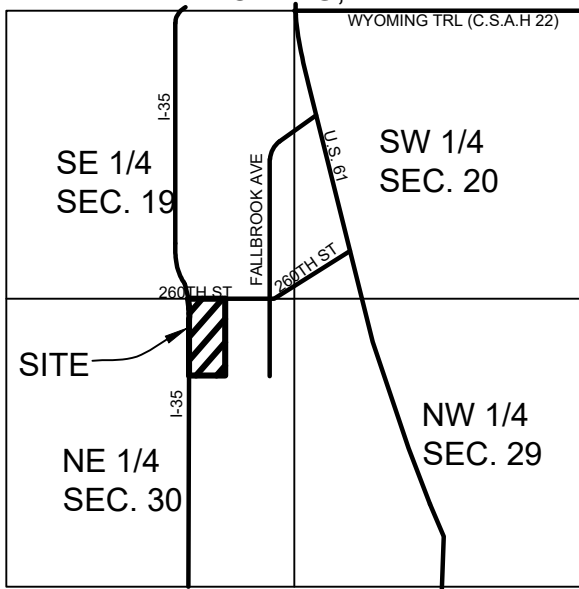
To Pat & Sons Consolidated, LLC, 98-2 Consolidated, LLC, P & L MN-Sunrise, LLC, First State Bank of Wyoming, Old Republic National Title Insurance Company:

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2016 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS and includes Items 1, 2, 3, 4, 6(a), 7(a), 8, 9, 11,13, and 16 of Table A thereof. The field work was completed on 6/22/2021.

Date of Plat or Map: June 24, 2021
Revision Date: September 22, 2021

SIGNATURE:
Kelly L. Jordan, Land Surveyor, State of Minnesota License No. 42648
P.O. Box 37, Forest Lake, MN 55025.
Phone: (651) 464-3130, Kelly.Jordan@WIDSETH.com

VICINITY MAP
SEC. 30, TWP. 33, RGE. 21
WYOMING, MN



NOT TO SCALE
© 2021 WIDSETH SMITH NOLTING

DATE: June, 2021	DATE:	AMENDMENTS:	BY:	PREPARED FOR:
SCALE: AS SHOWN		P.T.D NO. 21.00209.05		I HEREBY CERTIFY THAT THIS SURVEY, PLAN, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF MINNESOTA.
DRAWN BY: JJC				
CHECKED BY: KLJ				
FILE NUMBER: 2021-10584				DATE: LIC. NO.



WIDSETH SMITH NOLTING
Engineering | Architecture | Surveying | Environmental

RESOLUTION NO. 22-9-83

**RESOLUTION APPROVING A SITE PLAN REVIEW APPLICATION TO CONSTRUCT A
COLD STORAGE BUILDING**

AT

5175 260TH STREET

PROPERTY ID NUMBER: 21.00468.34

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

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

WHEREAS, WHEREAS, Patrick Fenton of Sunrise Fiberglass has requested Site Plan Review approval to construct a new cold storage building on property legally described as:

Lot1, Block 3, Hallberg's Wyoming Industrial Park.

WHEREAS, on September 13, 2022 the Planning Commission held a public meeting in accordance with the Ordinance and laws of the State of Minnesota; and,

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

1. The Site Plan is consistent with the various elements and objectives of the City's long range plans, including, but not limited to, the Comprehensive Plan;
2. The Site Plan is consistent with the purposes of this Code;
3. The Site Plan preserves the site in its natural state, insofar as practicable, by minimizing tree and soil removal, and designing any grade changes so as to be in keeping with the general appearance of neighboring developed or developing areas;
4. The Site Plan is has a harmonious relationship of buildings and open spaces with the terrain and with existing and future buildings having a visual relationship to the proposed development;
5. The Site Plan creates a functional and harmonious design for structures and site features including;
 - a. Creation of an internal sense of order for the various functions and buildings on the site and provision of a desirable environment for occupants, visitors and the general community;
 - b. Appropriateness of the amount and arrangement of open space and landscaping to the design and function of the development;
 - c. Appropriateness of the materials, textures, colors and details of construction as an expression of the design concept of the project and the compatibility of the same with the adjacent and neighboring structures and functions; and
 - d. Adequacy of vehicular, cycling and pedestrian circulation, including walkways, interior drives and parking, in terms of location and number of access points to the public streets, width of interior drives and access points, general interior circulation, separation of pedestrian, cycling and vehicular

traffic and arrangement and amount of parking so as to be safe, convenient and, insofar as practicable, compatible with the design of proposed buildings, structures and neighboring properties.

6. The Site Plan protects adjacent and neighboring properties through reasonable provisions for such matters as surface water drainage, sound and sight buffers, preservation of views, light, and air, and those aspects of design, not adequately covered by other regulations, which may have substantial effects on neighboring land uses.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Wyoming hereby **APPROVES** the Site Plan Review, as requested by the applicant with the following conditions:

1. All required local, state and/or federal permitting must be obtained.
2. The Applicant shall revise the building elevations to comply with the ordinance exterior materials requirements Sec. 40 – 451 (2) and Sec. 40 – 451 (7), including altering plans to not include any prohibited materials.
3. The Applicant shall submit a lighting plan that complies with all standards in ordinance lighting requirements Article VII, Division 15 if any light fixtures are proposed, including turning off site lighting, except for security lighting one (1) hour after closing.
4. The Applicant shall provide major shift employee numbers to ensure that the required off-street parking space requirement Sec. 40 - 682 is met. If after final calculations are made the property is deficient of parking stalls, the applicant will be required to bring the site into compliance with the parking ordinance regulations.
5. The Applicant shall provide current parking stall dimensions located on site to ensure that off-street parking space requirements contained in Article VII, Division 23 are met.
6. The Applicant shall submit a landscaping plan illustrating all current and future landscaping on the property to confirm compliance with screening standards Sec. 40 – 711 and Sec. 40 – 723.
7. The Applicant address all engineering comments provided to the applicant.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF WYOMING THIS 20th DAY OF September, 2022.

Lisa Iverson, Mayor

ATTEST:

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

Robb Linwood, City Administrator

Request for Council Action

Date: August 16, 2022
To: Wyoming City Council, Mayor Lisa Iverson, Councilmembers Claire Luger, Linda Nanko Yeager, Brett Ohnstad, and Dennis Schilling
Cc: Robb Linwood; File
From: City Engineer, Mark Erichson, PE
RE: Preparation of Feasibility Study for the 2023 Fallbrook Avenue North/264th Street Improvements

Staff has evaluated City streets by conducting pavement condition ratings and road tours to prioritize improvement projects, resulting in a multi-year Capital Improvement Plan (CIP). The CIP provides a schedule for the various roadway improvements that are necessary to maintain the City streets in an effective and efficient manner. Staff recently provided Council a 5-year CIP for consideration and the following proposed improvements in 2023 include the following:

- Fallbrook Avenue North from Fairview Boulevard to 264th Street North
- 264th Street North from Fallbrook Avenue North to TH 61

The capital improvements for Fallbrook Avenue North and 264th Street North include reclamation of the urban section roadway. The improvements identified for 2023 propose assessments to benefitting property owners and require adherence to the process outline in Chapter 429 of the Minnesota State Statute. Part of this process involves preparing a feasibility study identifying proposed assessments.

Staff is requesting authorization to prepare the feasibility study for the 2023 Fallbrook Avenue North/264th Street Improvements, consistent with the 2025 – 2028 CIP as discussed with Council at the July 28, 2022 Work Session.

Recommendation:

Approve Resolution No. 22-09-84 a resolution ordering the preparation of a Feasibility Report for the 2023 Fallbrook Avenue North/264th Street Improvements.

RESOLUTION 22-09-84

**CITY OF WYOMING
CHISAGO COUNTY, MINNESOTA**

**A RESOLUTION
ORDERING PREPARATION OF A FEASIBILITY REPORT FOR
PUBLIC IMPROVEMENTS FOR THE
2023 FALLBROOK AVENUE NORTH AND 264TH STREET NORTH PROJECT**

WHEREAS, it is proposed to improve all or portions of the following roadways and to potentially assess the benefited property for all or a portion of the cost of the improvement, pursuant to Minnesota Statutes, Chapter 429:

- Fallbrook Avenue North from Fairview Boulevard to 264th Street North
- 264th Street North from Fallbrook Avenue North to TH 61

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

That the proposed improvement, referred to as the 2023 Fallbrook Avenue North/264th Street Improvements Project for study and that the engineer is instructed to report to the council with all convenient speed advising the council in a preliminary way as to whether the proposed improvement is necessary, cost-effective, and feasible; whether it should best be made as proposed or in connection with some other improvement; the estimated cost of the improvement as recommended; and a description of the methodology used to calculate individual assessments for benefitting properties.

This resolution was adopted by the City Council of the City of Wyoming on the 20th day of September, 2022.

Lisa Iverson, Mayor

ATTEST:

Robb Linwood, City Administrator/Clerk