

**AGENDA
CITY COUNCIL
REGULAR MEETING
CITY OF WYOMING, MINNESOTA
MAY 2, 2023
7:00 PM**

CALL TO ORDER:

CALL OF ROLL:

DETERMINATION OF A QUORUM:

PLEDGE OF ALLEGIANCE:

OPEN FORUM:

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

APPROVAL OF MINUTES:

1. Consider approving the minutes of the "Regular Meeting" of the Wyoming, Minnesota City Council for April 18, 2023
2. Consider approving the minutes of the "Work Session Meeting" of the Wyoming, Minnesota City Council for April 24, 2023

SCHEDULED BID LETTINGS:

3. To consider **Resolution 23-05-36** a resolution receiving bids and awarding a contract for the S.A.P. 248-108-003, East Viking Boulevard Utility Improvements to Dresel Contracting, Inc. for the base bid and Alternate 2 in the amount of \$1,997,479.16.
4. To consider **Resolution 23-05-37** a resolution receiving bids and awarding a contract for the S.A.P. 248-594-002, Bridge No. 13J22 East Viking Boulevard over the South Branch of the Sunrise River to Dresel Contracting, Inc. for the amount bid for Alternate 2 in the amount of \$788,232.64.
5. To consider **Resolution 23-05-38** a resolution for Agreement To State Transportation Fund Local Bridge Replacement Program Grant Terms And Conditions for S.A.P. 248-594-002, Bridge No. 13J22 East Viking Boulevard over the South Branch of the Sunrise River for a grant from the Minnesota State Transportation Fund for construction of Bridge 13J22.

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.

6. Consider authorizing the payment of recommended bills, payroll and journal entries for the period of April 19, 2023 to May 2, 2023
7. To consider **Resolution 23-05-39** a resolution accepting a donation to the City of Wyoming from Meadows on Fairview-Ebenezer for bus services
8. To consider **Resolution 23-05-40** a resolution accepting a donation from the Chisago County HRA-EDA for the Wyoming EDA Downtown Study
9. To consider **Resolution 23-05-41** a resolution declaring certain vehicles as surplus property for disposal and authorizing the Police Department to dispose of the vehicles through online auction
10. To consider **Resolution 23-05-42** a resolution declaring approval of modifications to the Municipal State Aid Street System for the City of Wyoming, Minnesota
11. To consider an agreement for enhanced street sweeping between the City of Wyoming and The Comfort Lake Forest Lake Watershed District (CLFLWD)
12. To consider approving an installation services agreement between the City of Wyoming and Ferguson Waterworks for the water meter changeout project
13. To consider **Resolution 23-05-44** a resolution approving contracting with Prefer Paving to begin pothole repair with costs not to exceed \$30,000.00

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

14. Report of the Public Safety Director, Neil Bauer, for April 27, 2023
15. Report of City Building Official, Fred Weck, IV for April 28, 2023
16. Report of the City Attorney, Tom Loonan, for April 26, 2023
17. Report of City Engineer Mark Erichson, WSB for April 28, 2023
18. Report of the Acting Public Works Superintendent Joe Keding for May 2, 2023

COMMUNICATIONS:**OLD BUSINESS:****NEW BUSINESS:**

19. To consider **Resolution 23-05-43** a resolution receiving the Feasibility Report and setting the Public Hearing for the 2023 Fallbrook Avenue and 264th Street Improvement Project
20. To consider a proclamation for National Public Works Week for May 21-27, 2023

COUNCIL REPORTS:

ADJOURN

**DRAFT MINUTES
CITY COUNCIL
REGULAR MEETING
CITY OF WYOMING, MINNESOTA
APRIL 18, 2023
7:00PM**

CALL TO ORDER:

Mayor Lisa Iverson called the Regular Meeting of the Wyoming City Council for April 18, 2023 to order at 7:00 PM

CALL OF ROLL:

On a Call of the Roll the following members of the Wyoming City Council were present: Councilmembers Lisa Iverson, Linda Nanko Yeager, Dennis Schilling, Brett Ohnstad, and Claire Luger

ABSENT: None

Also Present: Tom Loonan, Eckberg Lammers, Robb Linwood, City Administrator, Alex Saxe, Assistant City Administrator, Mark Erichson-WSB, Neil Bauer - Public Safety Director and Joe Keding, Acting Public Works Superintendent

DETERMINATION OF A QUORUM:

PLEDGE OF ALLEGIANCE:

OPEN FORUM:

Chris Ortwerth, 25730 Gramford Avenue – Stated that he has been in the City for 3 years and noted that his taxes went up 11% the first year, 6% the second year, and another 6% the third year. He expressed his frustration with the streets not being plowed and noted that he understands that there is a 2 inch minimum but noted that snow being allowed to stay on the road and freeze helps cause the roads to break. He stated that he does not have City water or sewer and would like to know what his taxes are paying for because he does not see much in his neighborhood being done. He stated that last year by the time their potholes were filled, it was August. He stated that it is become a safety issue because as people drive down the street they are swerving and stressed that the roadways need to be fixed.

City Administrator Linwood – Stated that he had spoken with Mr. Ortwerth prior to the meeting and touched on total taxes versus the City portion of the taxes. He reviewed some of the City uses of tax funds including plowing and public safety.

Acting Public Works Superintendent Keding – Explained that they were out 42 times this past winter. He noted that there is a 2 inch minimum and explained that the City does not have a bare pavement policy on side streets but noted that the main roads are maintained to a different standard due to speed and volume of traffic. He agreed that this winter has been a challenge for various reasons and noted that they have been out working on potholes since March 20, 2023.

Mayor Iverson – Encouraged residents to contact staff if they have questions about processes or budget. She noted that a lot of information is available on the City website, but noted that staff and Council welcome questions from the residents also. She assured Mr. Ortwerth that the City is listening to his concerns and are open to conversations in order to help people understand City processes.

APPROVAL OF MINUTES:

- 1. Consider approving the minutes of the “Regular Meeting” of the Wyoming, Minnesota City Council for April 4, 2023**

A MOTION WAS MADE BY COUNCILMEMBER SCHILLING, SECONDED BY COUNCILMEMBER OHNSTAD, TO APPROVE THE MINUTES OF THE “REGULAR MEETING” OF THE WYOMING, MINNESOTA CITY COUNCIL FOR APRIL 4, 2023, AS SUBMITTED.

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

Voting Nay: None

Abstain: None

Absent: None

SCHEDULED BID LETTINGS: NONE

SCHEDULED PUBLIC HEARINGS: NONE

CONSENT AGENDA:

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

2. Consider authorizing the payment of recommended bills, payroll, and journal entries for the period of April 5, 2023 to April 18, 2023
3. To consider **Resolution 23-04-34** a resolution accepting a donation from Polaris Industries to the Wyoming Police Department in the amount of \$500.00
4. To consider **Resolution 23-04-35** a resolution accepting a donation from Xcel Energy for the Wyoming EDA Downtown Plan in the amount of \$1,000.00.

A MOTION WAS MADE BY COUNCILMEMBER OHNSTAD, SECONDED BY COUNCILMEMBER LUGER, TO APPROVE #2, #3, and #4 OF THE WYOMING CITY COUNCIL CONSENT AGENDA

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

Voting Nay: None

Abstain: None

Absent: None

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

5. Report of the Public Safety Director, Neil Bauer for April 13, 2023
6. Report of City Attorney Tom Loonan for April 13, 2023
7. Report of City Engineer Mark Erichson, WSB for April 14, 2023
8. Report of Public Works Acting Superintendent Joe Keding for April 18, 2023

OLD BUSINESS: NONE

NEW BUSINESS

9. To consider a Council Work Session on April 24, 2023 for a Street and Project Tour

Assistant City Administrator Saxe – Explained that every year since 2017, with the exception of 2020, due to COVID-19, the Council and staff has completed a road and project tour which allows them to take a look at current street conditions, review upcoming and current projects, and view overall conditions of the City’s infrastructure. He expressed appreciation to Fairview Meadows for donating a bus and a driver for the tour.

A MOTION WAS MADE BY COUNCILMEMBER LUGER, SECONDED BY COUNCILMEMBER OHNSTAD, TO APPROVE A COUNCIL WORK SESSION ON APRIL 24, 2023 AT 5:30 P.M. FOR A STREET AND PROJECT TOUR.

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

Voting Nay: None

Abstain: None

Absent: None

- 10.** To consider a Council Work Session on May 2, 2023 for an update on the Wyoming Public Safety Building

City Administrator Linwood – Explained the request for a Council Work Session on May 2, 2023 to discuss the Wyoming Public Safety building.

A MOTION WAS MADE BY COUNCILMEMBER LUGER, SECONDED BY COUNCILMEMBER OHNSTAD, TO APPROVE SCHEDULING A COUNCIL WORK SESSION ON MAY 2, 2023 FOR AN UPDATE FOR THE WYOMING PUBLIC SAFETY BUILDING.

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

Voting Nay: None

Abstain: None

Absent: None

COUNCIL REPORTS:

Council Member Ohnstad – No report.

Council Member Nanko Yeager – No report.

Council Member Luger – No report.

Council Member Schilling – No report.

Mayor Iverson – Extended her appreciation to Polaris Industries for donating \$500.00 to the Wyoming Police Department for the Bike Rodeo event coming up in May and to Xcel Energy for their donation to the Wyoming EDA of \$1,000.00 for the downtown area study.

A MOTION WAS MADE BY COUNCILMEMBER SCHILLING, SECONDED BY COUNCILMEMBER LUGER, TO ADJOURN THE APRIL 18, 2023 “REGULAR MEETING” OF THE WYOMING, MINNESOTA CITY COUNCIL REGULAR MEETING AT 7:18 PM

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

Voting Nay: None

Abstain: None

Absent: None

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

NEXT REGULAR MEETING:
MAY 2, 2023
7:00PM

**DRAFT MINUTES
CITY COUNCIL
WORK SESSION
CITY OF WYOMING, MINNESOTA
APRIL 24, 2023
5:30PM**

Wyoming City Council members present: Councilmembers Lisa Iverson, Linda Nanko Yeager, Brett Ohnstad, and Claire Luger

Absent: Dennis Schilling

Also Present: Robb Linwood-City Administrator, Alex Saxe-Assistant City Administrator, Mark Erichson-WSB Engineer and Joe Keding-Acting Public Works Superintendent

1. 2023 Street and Project Tour

The purpose of the street and project tour is to view current road conditions, see areas that need improvements, and to view current projects across the City. The road tour focused primarily on roads indicated in the CIP. Council and staff drove on East Viking Boulevard and talked about the bridge on East Viking needing to be reconstructed. Then they looked at conditions on West Comfort Drives, 256th street, Thurnbeck, Fallbrook Avenue and Hillcrest Drive. Council and staff looked at current developments across the City including: Heims Lake Villas and Summer Fields. There was also discussion on staff working to get quotes to help patch the abundance of potholes.

The Street and Project Tour ended at 7:20PM.

Request for Council Action

Date: May 2, 2023

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: SAP 248-108-003, East Viking Boulevard Improvements
SAP 248-594-002 Bridge No. 13J22 – East Viking Blvd. over So. Br. Sunrise River
Receive Bids and Award Contract

Background and supporting documentation of request:

The **2023 East Viking Boulevard Improvement Project (SAP 248-108-003)** included reconstruction of the roadway from Fenwick Avenue to Glen Oak Drive. The Improvements include street reconstruction between Fenwick Avenue and Glen Oak Drive, including the following:

- Removal and replacement of aggregate base and pavement with subgrade correction in isolated areas
- Removal and replacement of deficient storm sewer and drainage structures
- Construction of new storm sewer and drainage structures
- Rehabilitation of some existing drainage structures
- Removal and replacement of deficient sanitary sewer and manholes
- Construction of sanitary sewer chimney seals to reduce I & I
- Removal of existing sidewalk and replacement with new sidewalk
- Construction of new sidewalk along the north side of the roadway
 - Fenwick Avenue to about 600 feet east of Glen Oak Drive
- Construction of new hydrants between Railroad Boulevard and Polaris (only 1 hydrant exists in this area) to provide for maintenance
- Pavement markings
- Restoration of turf

The proposed project is State Aid funding eligible for surface and drainage improvements, while the sanitary sewer is funded through the City sewer fund and hydrants by the water fund.

An alternate bid for the patching and overlay of East Viking Boulevard east of Polaris to the east City boundary has been included in the bid as a roadway maintenance item.

Bridge No. 13J22 East Viking Boulevard over the South Branch of the Sunrise River (SAP 248-594-002) replaces the existing deficient Bridge No. 13506. The existing bridge is to be replaced with two precast concrete box culverts, one 16-feet wide by 6-feet high and the second 6-feet wide by 6 feet high. The new bridge and roadway over the bridge will be widened to meet MnDOT State Aid requirements and the approach roadway will be tapered to the widened bridge section in each direction. The existing guardrail will be replaced with new guardrail. The project was included in the bid package as an alternate bid to provide the City contract award options.

The proposed project is approved for State Bridge Bond funding administered through MnDOT State Aid. State funding eligible items cover the bridge, and local funding is required to construct the approach roadway. MnDOT has approved funding as part of the Local Bridge Replacement Program (LBRP) or State bridge bond funds, in the amount of \$494,119.86 and local funding by the City in the amount of \$294,112.72, based upon the resulting low bid. State funding is provided in the form of a LBRP Grant. The MnDOT LBRP Grant Agreement is included in this Request for Council Action.

Bids Received

Bids were received for the above-referenced projects on Thursday, April 13, 2023, and were opened and read aloud. Four bids were received and were checked for mathematical accuracy. Please find enclosed the bid summary indicating the low bid as submitted by Dresel Contracting, Inc., Chisago City, Minnesota in the amount of \$1,846,621.16 for the Base Bid.

In addition, bids for the following alternates were received from Dresel Contracting, Inc.:

Alternate 1 - Bridge 13J22 East Viking Boulevard Over South Branch Sunrise River in the amount of \$788,232.64; and

Alternate 2 - Bituminous Overlay in the amount of \$150,858.00

We recommend that the City Council consider these bids and award a contract for the Base Bid and Alternates 1 and 2 in the total amount of \$2,785,711.80 to Dresel Contracting, Inc. based on the results of the bids received. The Engineer's Opinion of Cost was \$3,546,943.50.

With construction projects, there is a possibility of incurring increased/decreased quantities and change orders based on conditions encountered. Final project costs will be determined upon completion of construction.

Recommendations:

Approve Resolution No. 23-05-36, a resolution receiving bids and awarding a contract for the S.A.P. 248-108-003, East Viking Boulevard Utility Improvements to Dresel Contracting, Inc. for the base bid and Alternates 2 in the amount of \$1,997,479.16.

Approve Resolution No. 23-05-37, a resolution receiving bids and awarding a contract for the S.A.P. 248-594-002, Bridge No. 13J22 East Viking Boulevard over the South Branch of the Sunrise River to Dresel Contracting, Inc. for the amount bid for Alternate 2 in the amount of \$788,232.64.

Approve Resolution No. 23-05-38, a resolution for Agreement To State Transportation Fund Local Bridge Replacement Program Grant Terms And Conditions for S.A.P. 248-594-002, Bridge No. 13J22 East Viking Boulevard over the South Branch of the Sunrise River for a grant from the Minnesota State Transportation Fund for construction of Bridge 13J22.

LOCAL BRIDGE REPLACEMENT PROGRAM (LBRP)
GRANT AGREEMENT

This Agreement between the Minnesota Department of Transportation (“MnDOT”) and the Grantee named below is made pursuant to Minnesota Statutes Section 174.50 and pursuant to Minn. Laws 2020, 5th Special Session, Chapter 3- H.F. 1. The provisions in that section and the Exhibits attached hereto and incorporated by reference constitute this Agreement and the persons signing below agree to fully comply with all of the requirements of this Agreement. This Agreement will be effective on the date State obtains all required signatures under Minnesota Statutes §16C.05, subdivision 2.

1. Public Entity (Grantee) name, address and contact person:

City of Wyoming
PO Box 188
26885 Forest Boulevard
Wyoming, MN 55092
Contact: Robb Linwood, Administrator

2. Project(s):

Name of Project & Project Number (See Exhibit C for location)	Amount of LBRP Funds	Amount of Required Matching Funds	Completion Date
SAP 248-594-002 Br. No. 13506	\$494,119.86	\$294,112.78	December 31, 2027

3. Total Amount of LBRP Grant for all projects under this Agreement: \$ 494,119.86
4. The following Exhibits for each project are attached and incorporated by reference as part of this Agreement:

Exhibit A	Completed Sources and Uses of Funds Schedule
Exhibit B	Project Schedule
Exhibit C	Bond Financed Property Certification
Exhibit D	Grant Application
Exhibit E	Grantee Resolution Approving Grant Agreement
Exhibit F	General Terms and Conditions

5. Additional requirements, if any: NONE.
6. Any modification of this Agreement must be in writing and signed by both parties.

(The remaining portion of this page was intentionally left blank.)

PUBLIC ENTITY (GRANTEE)

By: _____

Title: Lisa Iverson, Mayor

Date: _____

By: _____

Title: Robb Linwood, Administrator

Date: _____

DEPARTMENT OF TRANSPORTATION

Approval and Certifying Encumbrance

By: _____

State Aid Programs Manager

Date: _____

Office of Contract Management

By: _____

Contract Administrator

Date: _____

EXHIBIT A

SOURCES AND USES OF FUNDS SCHEDULE

SOURCES OF FUNDS		USES OF FUNDS	
Entity Supplying Funds	Amount	Expenses	Amount
State Funds:		Items Paid for with	
LBRP Grant (Acct 347)	\$494,119.86	LBRP Grant Funds:	
Other:		Bridge Construction	\$494,119.86
_____	\$ _____	_____	\$ _____
_____	\$ _____	_____	\$ _____
_____	\$ _____	_____	\$ _____
Subtotal	\$494,119.86	Subtotal	\$494,119.86
Public Entity Funds:		Items paid for with Non-	
Matching Funds		LBRP Grant Funds:	
Local Match	\$294,112.78	Bridge Construction and	\$294,112.78
Other:		Approach costs	
_____	\$ _____	_____	\$ _____
_____	\$ _____	_____	\$ _____
Subtotal	\$294,112.78	Subtotal	\$294,112.78
TOTAL FUNDS	\$788,232.64	= TOTAL PROJECT COSTS	\$788,232.64

EXHIBIT B

PROJECT SCHEDULE

Award Date: 05/02/23
Construction Start Date: 05/15/23
Construction Substantial Complete Date: 07/30/24
Contract Final Completion Date: December 31, 2027

EXHIBIT C**BOND FINANCED PROPERTY CERTIFICATION**State of Minnesota
General Obligation Bond Financed Property

The undersigned states that it has a fee simple, leasehold and/or easement interest in the real property located in the County of Chisago, State of Minnesota that is generally described or illustrated graphically in **Attachment 1** attached hereto and all improvements thereon (the "Restricted Property") and acknowledges that the Restricted Property is or may become State bond-financed property. To the extent that the Restricted Property is or becomes State bond-financed property, the undersigned acknowledges that:

- A. The Restricted Property is State bond-financed property under Minn. Stat. Sec. 16A.695, is subject to the requirements imposed by that statute, and cannot be sold, mortgaged, encumbered or otherwise disposed of without the approval of the Commissioner of Minnesota Management and Budget; and
- B. The Restricted Property is subject to the provisions of the Local Bridge Replacement Program Grant Agreement between the Minnesota Department of Transportation and the undersigned dated _____, 20____; and
- C. The Restricted Property shall continue to be deemed State bond-financed property for 37.5 years or until the Restricted Property is sold with the written approval of the Commissioner of Minnesota Management and Budget.

Date: _____, 20____

[name of Public Entity grantee], a political
subdivision of the State of Minnesota

By: _____

Name: Lisa IversonTitle: Mayor

By: _____

Name: Robb LinwoodTitle: Administrator

Attachment 1 to Exhibit C

GENERAL DESCRIPTION OF RESTRICTED PROPERTY

(Insert a narrative or graphic description of the Restricted Property for the project. It need not be a legal description if a legal description is unavailable.)

RIGHT-OF-WAY EASEMENT

THIS INDENTURE, Made this 30th day of SEPTEMBER, 2022, between the State of Minnesota, by and through its Commissioner of Natural Resources, hereinafter called the Grantor, and the City of Wyoming, 26885 Forest Blvd, PO Box 188, Wyoming, MN 55092, hereinafter called the Grantee.

WITNESSETH, Whereas the Grantee has applied to the Grantor for the grant of an easement and right-of-way for road or trail purposes over certain lands owned by the State of Minnesota, situated in Chisago County.

NOW, THEREFORE, Grantor pursuant to the authority of Minnesota Statutes, Section 84.63 for valuable consideration of the sum of **two thousand five hundred forty-five and 20/100 DOLLARS (\$2,545.20)**, to it in hand paid by said Grantee, the receipt whereof is hereby acknowledged, which amount constitutes full payment for the rights and interests herein conveyed including payment for any improvements, timber and forest growth that will be destroyed on the easement area, does hereby grant and convey unto the Grantee, from and after the 30th day of SEPTEMBER, 2022, an easement and right of way for road or trail purposes, over and across the following described lands in Chisago County, State of Minnesota, and described as follows:

Legal Description: See Exhibit A.

Subject to:

1. Outstanding rights and interests, if any.
2. Grantee shall be responsible for grading and snowplowing said right-of-way at its own expense. Any additional maintenance shall be performed by the Grantor at its discretion.
3. The right-of-way hereby conveyed shall be open to the general public.
4. Grantee shall abide by all statutes, rules and regulations regarding the disposal of materials by burning.
5. Grantor shall at all times have the right to enter upon said right-of-way for any purpose necessary to the performance of lawful powers and duties.
6. Grantee shall, during construction, maintenance and operation, protect and preserve soil and vegetation cover and scenic and aesthetic values on the right-of-way and outside of construction limits.
7. Grantee shall have the right to close said right-of-way during any emergency, with the approval of the Grantor.
8. Grantor shall not be liable to the Grantee or any person for any injuries or damages to person or property arising from construction, operation or maintenance of said right-of-way.
9. Grantee shall provide for the prevention and control of soil erosion within the right-of-way, as required by the Grantor, that might be affected by construction, operation, or maintenance of the road or trail and shall plant and maintain vegetation of suitable species on all earth cut or fill slopes feasible for revegetation or on other area where ground cover is destroyed, provided that it be mutually determined by the Commissioner of Natural Resources and an authorized representative of the Grantee prior to completion of construction, that such steps are necessary and the Grantee shall maintain all terracing, water bars, lead-off ditches, culverts where

necessary, and other preventive works that may be required to accomplish such agreed objectives.

10. The following items shall pertain to the control of invasive species.

a. The Grantee shall inspect all rights-of-way for the presence of invasive species and noxious weeds prior to commencing clearing activities and take action to prevent their spread. If invasive species are known to be present, the Grantor shall identify on a map the known infested sites to be avoided.

b. If the Grantor or Grantee discover additional invasive species infestation areas on the right-of-way during construction, the Grantee shall immediately take action to prevent spread from the newly discovered infested area and then consult with the Grantor on a resolution.

c. The Grantee shall prevent invasive species from entering into or spreading within the right-of-way by cleaning equipment and clothing prior to arriving at the right-of-way area. The Grantee shall legally dispose of material cleaned from equipment and clothing at a location offsite and the materials must be secured prior to transport to avoid dispersal.

d. Parking, staging areas and travel routes shall not be within known infested sites. Where there are multiple state lands within the right-of-way and at least one contains invasive species, the Grantee shall to the extent practicable start work at the site with the fewest number of invasive plants, leaving the most heavily infested sites to last. The Grantee shall make every effort to schedule operations and site visits to avoid the spread of weed seed.

e. The Grantee shall continue to control invasive species on state land crossings for the term of the easement using methods approved by the Grantor.

11. Grantee shall establish no borrow, sand, or gravel pits, stone quarry or permanent storage areas, sites for road operations and maintenance facilities, camps, supply depots or disposal area within right-of-way, except with the prior written approval of the Grantor.

12. Grantee may maintain the right-of-way clearing by means of chemicals upon approval in writing by the Grantor.

13. Grantor hereby reserves for its own use, all the iron, coal, gold and other valuable minerals, and all water power, and all oils and gases, upon all lands covered by this easement, and the right to enter upon same for the purposes of exploration and mining same. After thirty years from the date of execution of this agreement the Grantor, its lessees, or assignees may mine any or all of the lands covered by this easement, and construct all necessary roads, buildings and improvements relating to mining, without payment of any damages to the Grantee.

14. The easement grants no greater rights than existed prior to this grant, except as specifically granted herein.

Special Provisions: This easement is subject to the following SPECIAL PROVISIONS. Special provisions may clarify, add to, or substitute for provisions contained within the easement and application materials. Changes or exceptions to these special provisions are subject to written approval by the State. If easement special provisions are in conflict with application materials, the special provisions shall prevail and supersede application materials.

1. Blanding's turtles, a state-listed, threatened species has been documented in close proximity to the easement site. Minnesota's endangered species law (Minnesota Statutes, section 84.0895) and associated rules (Minnesota Rules, part 6212.1800 to 6212.2300 and 6134) prohibit the taking of threatened or endangered species without a permit.
2. Grantee shall take action to avoid or minimize disturbance to this state-protected turtle. Such actions may include, but are not limited to: Avoiding Types 2 and 3 wetlands; implementing stringent sediment and erosion control methods; distributing the Blanding's turtle flyer to all contractors; and by leaving turtles undisturbed if encountered or moving by hand if they are in immediate danger.
3. Grantee shall install silt fencing, as noted in the Public Waters Work Permit for this site #2020-2784.
4. When using erosion control blankets, Grantee shall use the "bio-netting" or "natural-netting" types which will minimize the danger of trapping and killing wildlife, particularly reptiles and amphibians found in this Wildlife Management Area. Use of natural netting also avoids washing plastic fibers into the public waters.
5. Grantee shall re-seed disturbed soil with an appropriate native seed mix which is approved by the Board of Water and Soil Resources, and tagged as "noxious weed free."

All provisions of this easement shall run with the land and shall extend to and bind the heirs, successors and assigns of the respective parties of this easement.

By 
Joey A. Rokala
Regional Operations Supervisor
Division of Lands and Minerals

On this 30th day of Sept, 2022, before me, a Notary Public within and for said county and state, personally appeared Joey A. Rokala, Regional Operations Supervisor of the Division of Lands and Minerals for the Minnesota Department of Natural Resources, on behalf of the organization, who signed the foregoing instrument and acknowledged that he signed the same as his free act and deed for the uses and purposes therein set forth.

My Commission Expires _____

 **ANGELA E. MEANS**
NOTARY PUBLIC - MINNESOTA
My Commission Expires Jan. 31, 2024

Exhibit A
RIGHT-OF-WAY EASEMENT #ESOM101222

Legal Description:

Description of Permanent Roadway Easement

A permanent easement for roadway purposes over, under, and across the following described property:
The Northeast Quarter of the Northwest Quarter of Section 16, Township 33 North, Range 21 West, Chisago County, Minnesota.

Said permanent easement lies between a line drawn parallel with and distant 26.00 feet southeasterly and a line drawn parallel with and distant 33.00 feet southeasterly of the following described line:

Commencing at the northeast corner of the Northwest Quarter of Section 16, Township 33 North, Range 21 West; thence North 88 degrees 40 minutes 17 seconds West, assumed bearing along the north line thereof, a distance of 19.58 feet, to the point of beginning of the line to be described; thence South 22 degrees 52 minutes 20 seconds West, a distance of 1033.13 feet and said line there terminating.

AND

Said permanent easement lies between a line drawn parallel with and distant 26.00 feet northwesterly and a line drawn parallel with and distant 33.00 feet northwesterly of the following described line:

Commencing at the northeast corner of the Northwest Quarter of Section 16, Township 33 North, Range 21 West; thence North 88 degrees 40 minutes 17 seconds West, assumed bearing along the north line thereof, a distance of 19.58 feet, to the point of beginning of the line to be described; thence South 22 degrees 52 minutes 20 seconds West, a distance of 1033.13 feet and said line there terminating.

Description of Temporary Construction Easements

A temporary easement for construction purposes over, under, and across the following described property:
The Northeast Quarter of the Northwest Quarter of Section 16, Township 33 North, Range 21 West, Chisago County, Minnesota.

Said temporary easement lies between a line drawn parallel with and distant 33.00 feet southeasterly and a line drawn parallel with and distant 53.00 feet southeasterly of the following described line:

Commencing at the northeast corner of the Northwest Quarter of Section 16, Township 33 North, Range 21 West; thence North 88 degrees 40 minutes 17 seconds West, assumed bearing along the north line thereof, a distance of 19.58 feet; thence South 22 degrees 52 minutes 20 seconds West, a distance of 340.00 feet, to the point of beginning of the line to be described; thence continuing South 22 degrees 52 minutes 20 seconds West, a distance of 295.00 feet and said line there terminating.

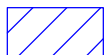
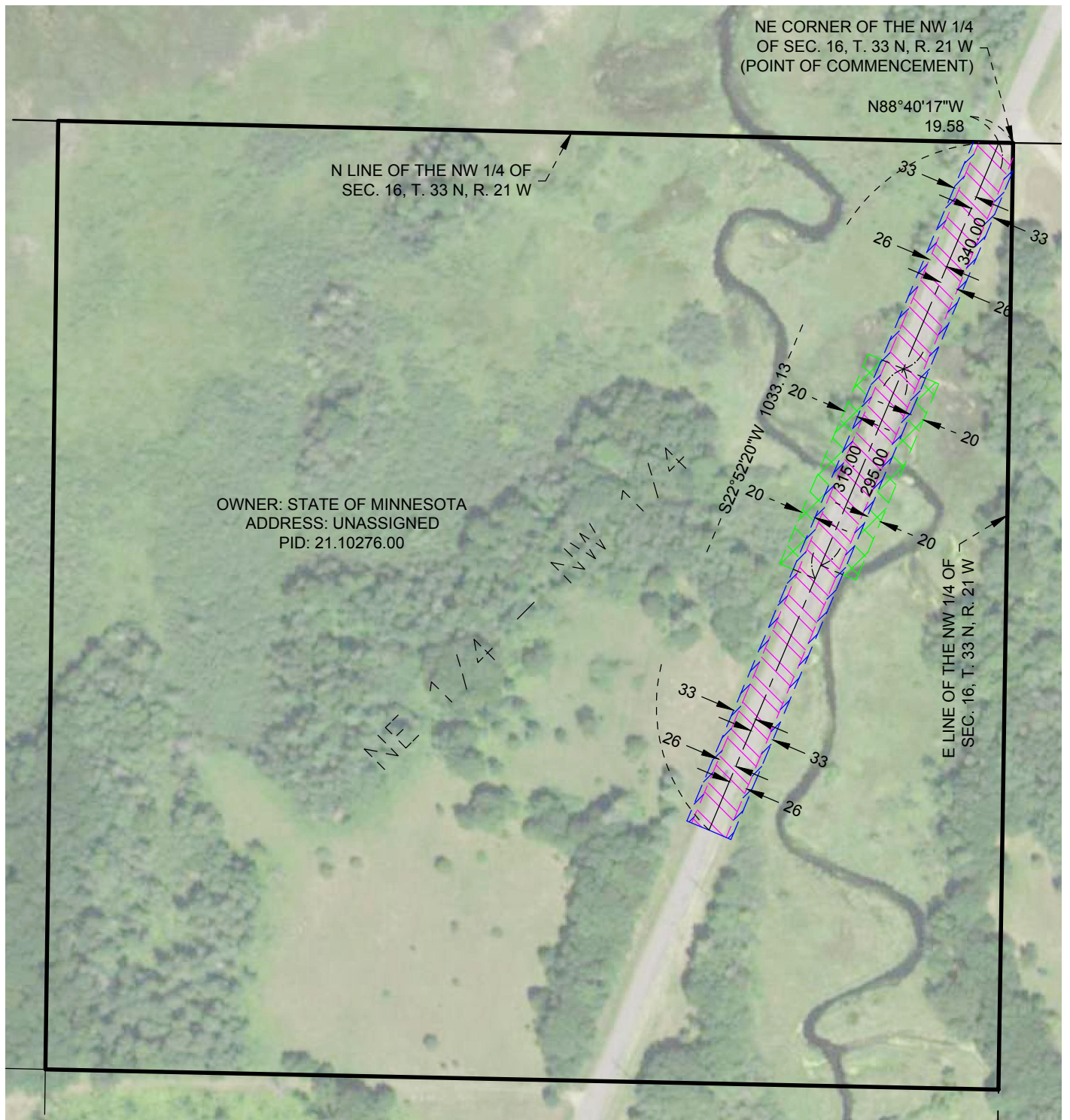
AND

A temporary easement for construction purposes over, under, and across the following described property:
The Northeast Quarter of the Northwest Quarter of Section 16, Township 33 North, Range 21 West, Chisago County, Minnesota.

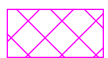
Said temporary easement lies between a line drawn parallel with and distant 33.00 feet northwesterly and a line drawn parallel with and distant 53.00 feet northwesterly of the following described line:

Commencing at the northeast corner of the Northwest Quarter of Section 16, Township 33 North, Range 21 West; thence North 88 degrees 40 minutes 17 seconds West, assumed bearing along the north line thereof, a distance of 19.58 feet; thence South 22 degrees 52 minutes 20 seconds West, a distance of 340.00 feet, to the point of beginning of the line to be described; thence continuing South 22 degrees 52 minutes 20 seconds West, a distance of 315.00 feet and said line there terminating.

The temporary construction easements shall expire on December 31, 2024.



PERMANENT ROADWAY EASEMENT AREA = 14,237 SQ. FT. (0.33 Acres)

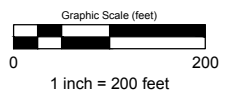
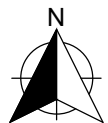


PRESCRIPTIVE RIGHTS EASEMENT AREA = 53,636 SQ. FT. (1.23 Acres)



TEMPORARY CONSTRUCTION EASEMENT AREA = 12,200 SQ. FT. (0.28 Acres)

— PARCEL LINE



Prepared by:



Wyoming Bridge Replacement
Easement Exhibit
PID: 21.10276.00
Address: Unassigned
City of Wyoming, Minnesota

WSB Project No. 014530-000

Date: 8/20/21

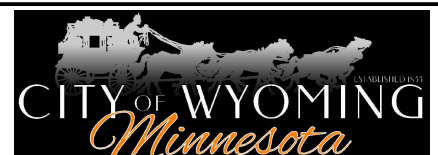


EXHIBIT D

GRANT APPLICATION

Attach the grant application for the project



APPLICATION FOR BRIDGE FUNDS

State of Minnesota - Department of Transportation
State Aid for Local Transportation

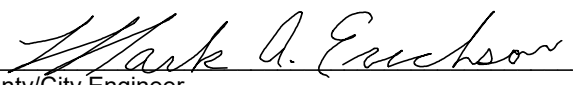
Identification	Project Number	SAP 248-594-002	Old Bridge Number	13506
	New Bridge No.	13J22	Over	So. Branch Sunrise River
	County of	Chisago	Road or Street No.	
	Township of	N/A	Road or Street Name	East Viking Boulevard
	Municipality of	Wyoming	Proposed Const Year	2022
	Does the municipality have a population of 5,000 or less? ☐ Yes ☒ No			
Eligibility	Local Bridge Planning Index (LPI) <u>38</u>			
	NBI Appraisal Ratings: Deck Geometry <u>5</u> Approach Roadway <u>8</u> Waterway Adequacy <u>8</u>			
	Date of Council/Board action prioritizing this bridge <u>07/17/2018</u>			
	Is this a road-in-lieu of bridge project? ☐ Yes ☒ No			
Prioritization	How many people are affected by this deficiency? <u>1500</u> What is the ADT on this bridge? <u>1200</u>			
	Describe the economic importance of replacing this bridge.			
	East Viking Boulevard provides the only access from I-35 to a key area employer, Polaris, crossing bridge 13506. 1200 ADT is based upon 2015 study.			
	Is the road designated or planned to be designated as a Minimum Maintenance road? ☐ Yes ☒ No			
	(Attach additional sheets for explanation if necessary)			
Cost Estimate	Is the township net tax capacity less than \$300,000? ☐ Yes ☒ No			
	Is the bridge listed on the National Register of Historic Places or been determined to be eligible? ☐ Yes ☒ No			
	National Register of Historic Places link here: http://www.nps.gov/history/nr/research/			
		Eligible Amount		Ineligible Amount
	Structure Costs	\$ 261,985.00		\$
Approach Costs	\$		\$ 341,505.50	
Engineering Costs	\$		\$ 148,000.00	
Total Costs	\$ 261,985.00		\$ 489,505.50	
Total Project Cost		\$ 751,490.50		
County/City Engineer				4/15/21
	County/City Engineer			Date
DSAE	DISTRICT STATE AID ENGINEER RECOMMENDATION			
	Replace <u>X</u>	Defer _____	 Digitally signed by Julie Dresel Date: 2021.04.16 08:30:20 -05'00'	4/16/2021
Approval	STATE AID USE ONLY			Date
	Federal-Aid	\$		
	State-Aid	\$		
	Local/Other	\$		
	Town Bridge	\$		
	Unallocated Town Bridge	\$		
	State Bridge Funds	\$		
Total	\$			

EXHIBIT E

GRANTEE RESOLUTION APPROVING GRANT AGREEMENT

RESOLUTION NO. _____

**CITY OF WYOMING
CHISAGO COUNTY, MINNESOTA**

**A RESOLUTION
FOR AGREEMENT TO STATE TRANSPORTATION FUND
LOCAL BRIDGE REPLACEMENT PROGRAM
GRANT TERMS AND CONDITIONS
SAP 248-594-002
BRIDGE NO. 13J22 – EAST VIKING BOULEVARD OVER THE
SOUTH BRANCH SUNRISE RIVER**

WHEREAS, The City of Wyoming has applied to the Commissioner of Transportation for a grant from the Minnesota State Transportation Fund for construction of Bridge No.13J22; and

WHEREAS, the Commissioner of Transportation has given notice that funding for this project is available; and

WHEREAS, the amount of the grant has been determined to be \$ 494,119.86 by reason of the lowest responsible bid.

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

That City of Wyoming does hereby agree to the terms and conditions of the grant consistent with Minnesota Statutes, section 174.50, and will pay any additional amount by which the cost exceeds the estimate, and will return to the Minnesota State Transportation Fund any amount appropriated for the project but not required. The proper City officers are authorized to execute a grant agreement and any amendments thereto with the Commissioner of Transportation concerning the above-referenced grant.

This resolution was adopted by the City Council of the City of Wyoming on the 2nd day of May, 2023.

Lisa Iverson, Mayor

ATTEST:

Robb Linwood, City Administrator/Clerk

(seal)

EXHIBIT F

GENERAL TERMS AND CONDITIONS FOR LOCAL BRIDGE REPLACEMENT PROGRAM (LBRP) GRANTS

Article I DEFINITIONS

Section 1.01 **Defined Terms.** The following terms shall have the meanings set out respectively after each such term (the meanings to be equally applicable to both the singular and plural forms of the terms defined) unless the context specifically indicates otherwise:

“Advance(s)” - means an advance made or to be made by MnDOT to the Public Entity and disbursed in accordance with the provisions contained in Article VI hereof.

“Agreement” - means the Local Bridge Replacement Program Grant Agreement between the Public Entity and the Minnesota Department of Transportation to which this Exhibit is attached.

“Certification” - means the certification, in the form attached as **Exhibit C**, in which the Public Entity acknowledges that its interest in the Real Property is bond financed property within the meaning of Minn. Stat. Sec. 16A.695 and is subject to certain restrictions imposed thereby.

“Code” - means the Internal Revenue Code of 1986, as amended, and all treasury regulations, revenue procedures and revenue rulings issued pursuant thereto.

“Commissioner” - means the Commissioner of Minnesota Management & Budget.

“Commissioner’s Order” - means the “Fourth Order Amending Order of the Commissioner of Minnesota Management & Budget Relating to Use and Sale of State Bond Financed Property” dated July 30, 2012, as it may be amended or supplemented.

“Completion Date” - means the projected date for completion of the Project as indicated in the Agreement.

“Construction Contract Documents” - means the document or documents, in form and substance acceptable to MnDOT, including but not limited to any construction plans and specifications and any exhibits, amendments, change orders, modifications thereof or supplements thereto, which collectively form the contract between the Public Entity and the Contractor(s) for the completion of the Construction Items on or before the Completion Date for either a fixed price or a guaranteed maximum price.

“Construction Items” - means the work to be performed under the Construction Contract Documents.

“Contractor” - means any person engaged to work on or to furnish materials and supplies for the Construction Items including, if applicable, a general contractor.

“Draw Requisition” - means a draw requisition that the Public Entity, or its designee, submits to MnDOT when an Advance is requested, as referred to in Section 4.02.

“G.O. Bonds” - means the state general obligation bonds issued under the authority granted in Article XI, Sec. 5(a) of the Minnesota Constitution, the proceeds of which are used to fund the LBRP Grant, and any bonds issued to refund or replace such bonds.

“Grant Application” - means the grant application that the Public Entity submitted to MnDOT which is attached as **Exhibit D**.

“LBRP Grant” - means a grant from MnDOT to the Public Entity under the LBRP in the amount specified in the Agreement, as such amount may be modified under the provisions hereof.

“LBRP” - means the Local Bridge Replacement Program pursuant to Minn. Stat. Sec. 174.50 and rules relating thereto.

“MnDOT” - means the Minnesota Department of Transportation.

“Outstanding Balance of the LBRP Grant” - means the portion of the LBRP Grant that has been disbursed to the Public Entity minus any amounts returned to the Commissioner.

“Project” - means the Project identified in the Agreement to be totally or partially funded with a LBRP grant.

“Public Entity” - means the grantee of the LBRP Grant and identified as the Public Entity in the Agreement.

“Real Property” - means the real property identified in the Agreement on which the Project is located.

Article II

GRANT

Section 2.01 **Grant of Monies.** MnDOT shall make the LBRP Grant to the Public Entity, and disburse the proceeds in accordance with the terms and conditions herein.

Section 2.02 **Public Ownership.** The Public Entity acknowledges and agrees that the LBRP Grant is being funded with the proceeds of G.O. Bonds, and as a result all of the Real Property must be owned by one or more public entities. The Public Entity represents and warrants to MnDOT that it has one or more of the following ownership interests in the Real Property: (i) fee simple ownership, (ii) an easement that is for a term that extends beyond the date that is 37.5 years from the Agreement effective date, or such shorter term as authorized by statute, and which cannot be modified or terminated early without the prior written consent of MnDOT and the Commissioner; and/or (iii) a prescriptive easement for a term that extends beyond the date that is 37.5 years from the Agreement effective date.

Section 2.03 **Use of Grant Proceeds.** The Public Entity shall use the LBRP Grant solely to reimburse itself for expenditures it has already made, or will make, to pay the costs of one or more of the following activities: (i) constructing or reconstructing a bridge, (ii) abandoning an existing bridge that is deficient and in need of replacement, but where no replacement will be made, or (iii) constructing a road to facilitate the abandonment or removal of an existing bridge determined to be deficient. The Public Entity shall not use the LBRP Grant for any other purpose, including but not limited to, any work to be done on a state trunk highway or within a trunk highway easement. .

Section 2.04 Operation of the Real Property. The Real Property must be used by the Public Entity in conjunction with or for the operation of a county highway, county state-aid highway, town road, or city street and for other uses customarily associated therewith, such as trails and utility corridors, and for no other purposes or uses. The Public Entity shall have no intention on the effective date of the Agreement to use the Real Property as a trunk highway or any part of a trunk highway. The Public Entity must annually determine that the Real Property is being used for the purposes specified in this Section and, upon written request by either MnDOT or the Commissioner, shall supply a notarized statement to that effect.

Section 2.05 Sale or Lease of Real Property. The Public Entity shall not (i) sell or transfer any part of its ownership interest in the Real Property, or (ii) lease out or enter into any contract that would allow another entity to use or operate the Real Property without the written consent of both MnDOT and the Commissioner. The sale or transfer of any part of the Public Entity's ownership interest in the Real Property, or any lease or contract that would allow another entity to use or operate the Real Property, must comply with the requirements imposed by Minn. Stat. Sec. 16A.695 and the Commissioner's Order regarding such sale or lease.

Section 2.06 Public Entity's Representations and Warranties. The Public Entity represents and warrants to MnDOT that:

- A. It has legal authority to execute, deliver and perform the Agreement and all documents referred to therein, and it has taken all actions necessary to its execution and delivery of such documents.
- B. It has the ability and a plan to fund the operation of the Real Property for the purposes specified in Section 2.04, and will include in its annual budget all funds necessary for the operation of the Real Property for such purposes.
- C. The Agreement and all other documents referred to therein are the legal, valid and binding obligations of the Public Entity enforceable against the Public Entity in accordance with their respective terms.
- D. It will comply with all of the provisions of Minn. Stat. Sec. 16A.695, the Commissioner's Order and the LBRP. It has legal authority to use the G.O. Grant for the purpose or purposes described in this Agreement.
- E. All of the information it has submitted or will submit to MnDOT or the Commissioner relating to the LBRP Grant or the disbursement of the LBRP Grant is and will be true and correct.
- F. It is not in violation of any provisions of its charter or of the laws of the State of Minnesota, and there are no actions or proceedings pending, or to its knowledge threatened, before any judicial body or governmental authority against or affecting it relating to the Real Property, or its ownership interest therein, and it is not in default with respect to any order, writ, injunction, decree, or demand of any court or any governmental authority which would impair its ability to enter into the Agreement or any document referred to herein, or to perform any of the acts required of it in such documents.
- G. Neither the execution and delivery of the Agreement or any document referred to herein nor compliance with any of the provisions or requirements of any of such documents is prevented by, is a breach of, or will result in a breach of, any provision of any agreement or document to which it is now a party or by which it is bound.

- H. The contemplated use of the Real Property will not violate any applicable zoning or use statute, ordinance, building code, rule or regulation, or any covenant or agreement of record relating thereto.
- I. The Project will be completed and the Real Property will be operated in full compliance with all applicable laws, rules, ordinances, and regulations of any federal, state, or local political subdivision having jurisdiction over the Project and the Real Property.
- J. All applicable licenses, permits and bonds required for the performance and completion of the Project and for the operation of the Real Property as specified in Section 2.04 have been, or will be, obtained.
- K. It reasonably expects to possess its ownership interest in the Real Property described in Section 2.02 for at least 37.5 years, and it does not expect to sell such ownership interest.
- L. It does not expect to lease out or enter into any contract that would allow another entity to use or operate the Real Property.
- M. It will supply whatever funds are needed in addition to the LBRP Grant to complete and fully pay for the Project.
- N. The Construction Items will be completed substantially in accordance with the Construction Contract Documents by the Completion Date and all such items will be situated entirely on the Real Property.
- O. It will require the Contractor or Contractors to comply with all rules, regulations, ordinances, and laws bearing on its performance under the Construction Contract Documents.
- P. It shall furnish such satisfactory evidence regarding the representations and warranties described herein as may be required and requested by either MnDOT or the Commissioner.
- Q. It has made no material false statement or misstatement of fact in connection with its receipt of the G.O. Grant, and all the information it has submitted or will submit to the State Entity or Commissioner of MMB relating to the G.O. Grant or the disbursement of any of the G.O. Grant is and will be true and correct.

Section 2.07 **Event(s) of Default.** The following events shall, unless waived in writing by MnDOT and the Commissioner, constitute an Event of Default under the Agreement upon either MnDOT or the Commissioner giving the Public Entity 30 days' written notice of such event and the Public Entity's failure to cure such event during such 30-day time period for those Events of Default that can be cured within 30 days or within whatever time period is needed to cure those Events of Default that cannot be cured within 30 days as long as the Public Entity is using its best efforts to cure and is making reasonable progress in curing such Events of Default; however, in no event shall the time period to cure any Event of Default exceed six (6) months unless otherwise consented to, in writing, by MnDOT and the Commissioner.

- A. If any representation, covenant, or warranty made by the Public Entity herein or in any other document furnished pursuant to the Agreement, or to induce MnDOT to disburse the LBRP Grant, shall prove to have been untrue or incorrect in any material respect or materially misleading as of the time such representation, covenant, or warranty was made.

- B. If the Public Entity fails to fully comply with any provision, covenant, or warranty contained herein.
- C. If the Public Entity fails to fully comply with any provision, covenant or warranty contained in Minn. Stat. Sec. 16A.695, the Commissioner's Order, or Minn. Stat. Sec. 174.52 and all rules related thereto.
- D. If the Public Entity fails to use the proceeds of the LBRP Grant for the purposes set forth in Section 2.03, the Grant Application, and in accordance with the LBRP.
- E. If the Public Entity fails to operate the Real Property for the purposes specified in Section 2.04.
- F. If the Public Entity fails to complete the Project by the Completion Date.
- G. If the Public Entity sells or transfers any portion of its ownership interest in the Real Property without first obtaining the written consent of both MnDOT and the Commissioner.
- H. If the Public Entity fails to provide any additional funds needed to fully pay for the Project.
- I. If the Public Entity fails to supply the funds needed to operate the Real Property in the manner specified in Section 2.04.

Notwithstanding the foregoing, any of the above events that cannot be cured shall, unless waived in writing by MnDOT and the Commissioner, constitute an Event of Default under the Agreement immediately upon either MnDOT or the Commissioner giving the Public Entity written notice of such event.

Section 2.08 **Remedies.** Upon the occurrence of an Event of Default and at any time thereafter until such Event of Default is cured to the satisfaction of MnDOT, MnDOT or the Commissioner may enforce any or all of the following remedies.

- A. MnDOT may refrain from disbursing the LBRP Grant; provided, however, MnDOT may make such disbursements after the occurrence of an Event of Default without waiving its rights and remedies hereunder.
- B. If the Event of Default involves a sale of the Public Entity's interest in the Real Property in violation of Minn. Stat. Sec. 16A.695 or the Commissioner's Order, the Commissioner, as a third party beneficiary of the Agreement, may require that the Public Entity pay the amounts that would have been paid if there had been compliance with such provisions. For other Events of Default, the Commissioner may require that the Outstanding Balance of the LBRP Grant be returned to it.
- C. Either MnDOT or the Commissioner, as a third party beneficiary of the Agreement, may enforce any additional remedies it may have in law or equity.

The rights and remedies specified herein are cumulative and not exclusive of any rights or remedies that MnDOT or the Commissioner would otherwise possess.

If the Public Entity does not repay the amounts required to be paid under this Section or under any other provision contained herein within 30 days of demand by the Commissioner, or any amount ordered by a court of competent jurisdiction within 30 days of entry of judgment against the Public Entity and in favor

of MnDOT and/or the Commissioner, then such amount may, unless precluded by law, be offset against any aids or other monies that the Public Entity is entitled to receive from the State of Minnesota.

Section 2.09 Notification of Event of Default. The Public Entity shall furnish to MnDOT and the Commissioner, as soon as possible and in any event within seven (7) days after it has obtained knowledge of the occurrence of each Event of Default, a statement setting forth details of each Event of Default and the action which the Public Entity proposes to take with respect thereto.

Section 2.10 Effect of Event of Default. The Agreement shall survive Events of Default and remain in full force and effect, even upon full disbursement of the LBRP Grant, and shall only be terminated under the circumstances set forth in Section 2.11.

Section 2.11 Termination of Agreement and Modification of LBRP Grant.

A. If the Project is not started within five (5) years after the effective date of the Agreement or the LBRP Grant has not been disbursed within four (4) years after the date the Project was started, MnDOT's obligation to fund the LBRP Grant shall terminate. In such event, (i) if none of the LBRP Grant has been disbursed by such date, MnDOT shall have no obligation to fund the LBRP Grant and the Agreement will terminate, and (ii) if some but not all of the LBRP Grant has been disbursed by such date, MnDOT shall have no further obligation to provide any additional funding for the LBRP Grant and the Agreement shall remain in force but shall be modified to reflect the amount of the LBRP Grant that was actually disbursed and the Public Entity is still obligated to complete the Project by the Completion Date.

B. The Agreement shall terminate upon the Public Entity's sale of its interest in the Real Property and transmittal of the required portion of the proceeds of the sale to the Commissioner in compliance with Minn. Stat. Sec. 16A.695 and the Commissioner's Order, or upon the termination of the Public Entity's ownership interest in the Real Property if such ownership interest is an easement.

Section 2.12 Excess Funds. If the full amount of the G.O. Grant and any matching funds referred to in Section 5.13 are not needed to complete the Project, then, unless language in the G.O. Bonding Legislation indicates otherwise, the G.O. Grant shall be reduced by the amount not needed.

Article III
COMPLIANCE WITH MINNESOTA STATUTE, SEC. 16A.695
AND THE COMMISSIONER'S ORDER

Section 3.01 State Bond Financed Property. The Public Entity acknowledges that its interest in the Real Property is, or when acquired by it will be, "state bond financed property", as such term is used in Minn. Stat. Sec. 16A.695 and the Commissioner's Order and, therefore, the provisions contained in such statute and order apply, or will apply, to its interest in the Real Property, even if the LBRP Grant will only pay for a portion of the Project.

Section 3.02 Preservation of Tax Exempt Status. In order to preserve the tax-exempt status of the G.O. Bonds, the Public Entity agrees as follows:

- A. It will not use the Real Property or use or invest the LBRP Grant or any other sums treated as "bond proceeds" under Section 148 of the Code (including "investment proceeds," "invested sinking funds" and "replacement proceeds") in such a manner as to cause the G.O. Bonds to be classified as "arbitrage bonds" under Code Section 148.

- B. It will deposit and hold the LBRP Grant in a segregated non-interest-bearing account until such funds are used for payments for the Project.
- C. It will, upon written request, provide the Commissioner all information required to satisfy the informational requirements set forth in the Code, including Sections 103 and 148, with respect to the G.O. Bonds.
- D. It will, upon the occurrence of any act or omission by the Public Entity that could cause the interest on the G.O. Bonds to no longer be tax exempt and upon direction from the Commissioner, take such actions and furnish such documents as the Commissioner determines to be necessary to ensure that the interest to be paid on the G.O. Bonds is exempt from federal taxation, which such action may include: (i) compliance with proceedings intended to classify the G.O. Bonds as a “qualified bond” within the meaning of Code Section 141(e), or (ii) changing the nature of the use of the Real Property so that none of the net proceeds of the G.O. Bonds will be deemed to be used, directly or indirectly, in an “unrelated trade or business” or for any “private business use” within the meaning of Code Sections 141(b) and 145(a).
- E. It will not otherwise use any of the LBRP Grant or take, permit or cause to be taken, or omit to take, any action that would adversely affect the exemption from federal income taxation of the interest on the G.O. Bonds, and if it should take, permit or cause to be taken, or omit to take, as appropriate, any such action, it shall take all lawful actions necessary to correct such actions or omissions promptly upon obtaining knowledge thereof.

Section 3.03 **Changes to G.O. Compliance Legislation or the Commissioner’s Order.** If Minn. Stat. Sec. 16A.695 or the Commissioner’s Order is amended in a manner that reduces any requirement imposed against the Public Entity, or if the Public Entity’s interest in the Real Property becomes exempted from Minn. Stat. Sec. 16A.695 and the Commissioner’s Order, then upon written request by the Public Entity, MnDOT shall execute an amendment to the Agreement to implement such amendment or exempt the Public Entity’s interest in the Real Property from Minn. Stat. Sec. 16A.695 and the Commissioner’s Order.

Article IV **DISBURSEMENT OF GRANT PROCEEDS**

Section 4.01 **The Advances.** MnDOT agrees, on the terms and subject to the conditions set forth herein, to make Advances of the LBRP Grant to the Public Entity from time to time in an aggregate total amount not to exceed the amount of the LBRP Grant. If the amount of LBRP Grant that MnDOT cumulatively disburses hereunder to the Public Entity is less than the amount of the LBRP Grant delineated in Section 1.01, then MnDOT and the Public Entity shall enter into and execute whatever documents MnDOT may request in order to amend or modify this Agreement to reduce the amount of the LBRP Grant to the amount actually disbursed. Provided, however, in accordance with the provisions contained in Section 2.11, MnDOT’s obligation to make Advances shall terminate as of the dates specified in Section 2.11 even if the entire LBRP Grant has not been disbursed by such dates.

Advances shall only be for expenses that (i) are for those items of a capital nature delineated in Source and Use of Funds that is attached as **Exhibit A**, (ii) accrued no earlier than the effective date of the legislation that appropriated the funds that are used to fund the LBRP Grant, or (iii) have otherwise been consented to, in writing, by the Commissioner.

It is the intent of the parties hereto that the rate of disbursement of the Advances shall not exceed the rate

of completion of the Project or the rate of disbursement of the matching funds required, if any, under Section 5.13. Therefore, the cumulative amount of all Advances disbursed by the State Entity at any point in time shall not exceed the portion of the Project that has been completed and the percentage of the matching funds required, if any, under Section 5.13 that have been disbursed as of such point in time. This requirement is expressed by way of the following two formulas:

Formula #1:

$$\text{Cumulative Advances} \leq (\text{Program Grant}) \times (\text{percentage of matching funds, if any, required under Section 5.13 that have been disbursed})$$

Formula #2:

$$\text{Cumulative Advances} \leq (\text{Program Grant}) \times (\text{percentage of Project completed})$$

Section 4.02 **Draw Requisitions.** Whenever the Public Entity desires a disbursement of a portion of the LBRP Grant the Public Entity shall submit to MnDOT a Draw Requisition duly executed on behalf of the Public Entity or its designee. Each Draw Requisition with respect to construction items shall be limited to amounts equal to: (i) the total value of the classes of the work by percentage of completion as approved by the Public Entity and MnDOT, plus (ii) the value of materials and equipment not incorporated in the Project but delivered and suitably stored on or off the Real Property in a manner acceptable to MnDOT, less (iii) any applicable retainage, and less (iv) all prior Advances.

Notwithstanding anything herein to the contrary, no Advances for materials stored on or off the Real Property will be made by MnDOT unless the Public Entity shall advise MnDOT, in writing, of its intention to so store materials prior to their delivery and MnDOT has not objected thereto.

At the time of submission of each Draw Requisition, other than the final Draw Requisition, the Public Entity shall submit to MnDOT such supporting evidence as may be requested by MnDOT to substantiate all payments which are to be made out of the relevant Draw Requisition or to substantiate all payments then made with respect to the Project.

The final Draw Requisition shall not be submitted before completion of the Project, including any correction of material defects in workmanship or materials (other than the completion of punch list items). At the time of submission of the final Draw Requisition the Public Entity shall submit to MnDOT: (I) such supporting evidence as may be requested by MnDOT to substantiate all payments which are to be made out of the final Draw Requisition or to substantiate all payments then made with respect to the Project, and (ii) satisfactory evidence that all work requiring inspection by municipal or other governmental authorities having jurisdiction has been duly inspected and approved by such authorities and that all requisite certificates and other approvals have been issued.

If on the date an Advance is desired the Public Entity has complied with all requirements of this Agreement and MnDOT approves the relevant Draw Requisition, then MnDOT shall disburse the amount of the requested Advance to the Public Entity.

Section 4.03 **Additional Funds.** If MnDOT shall at any time in good faith determine that the sum of the undisbursed amount of the LBRP Grant plus the amount of all other funds committed to the Project is less than the amount required to pay all costs and expenses of any kind which reasonably may be anticipated in connection with the Project, then MnDOT may send written notice thereof to the Public Entity specifying the amount which must be supplied in order to provide sufficient funds to complete the Project. The Public Entity agrees that it will, within 10 calendar days of receipt of any such notice, supply or have some other entity supply the amount of funds specified in MnDOT's notice.

Section 4.04 **Condition Precedent to Any Advance.** The obligation of MnDOT to make any Advance hereunder (including the initial Advance) shall be subject to the following conditions precedent:

- A. MnDOT shall have received a Draw Requisition for such Advance specifying the amount of funds being requested, which such amount when added to all prior requests for an Advance shall not exceed the amount of the LBRP Grant set forth in Section 1.01.
- B. No Event of Default under this Agreement or event which would constitute an Event of Default but for the requirement that notice be given or that a period of grace or time elapse shall have occurred and be continuing.
- C. No determination shall have been made by MnDOT that the amount of funds committed to the Project is less than the amount required to pay all costs and expenses of any kind that may reasonably be anticipated in connection with the Project, or if such a determination has been made and notice thereof sent to the Public Entity under Section 4.03, then the Public Entity has supplied, or has caused some other entity to supply, the necessary funds in accordance with such section or has provided evidence acceptable to MnDOT that sufficient funds are available.
- D. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that the Public Entity has sufficient funds to fully and completely pay for the Project and all other expenses that may occur in conjunction therewith.
- E. The Public Entity has supplied to the State Entity all other items that the State Entity may reasonably require

Section 4.05 **Processing and Disbursement of Advances.** The Public Entity acknowledges and agrees as follows:

- A. Advances are not made prior to completion of work performed on the Project.
- B. All Advances are processed on a reimbursement basis.
- C. The Public Entity must first document expenditures to obtain an Advance.
- D. Reimbursement requests are made on a partial payment basis or when the Project is completed.
- E. All payments are made following the “Delegated Contract Process or State Aid Payment Request” as requested and approved by the appropriate district state aid engineer.

Section 4.06 **Construction Inspections.** The Public Entity shall be responsible for making its own inspections and observations regarding the completion of the Project, and shall determine to its own satisfaction that all work done or materials supplied have been properly done or supplied in accordance with all contracts that the Public Entity has entered into regarding the completion of the Project.

Article V **MISCELLANEOUS**

Section 5.01 **Insurance.** If the Public Entity elects to maintain general comprehensive liability insurance regarding the Real Property, then the Public Entity shall have MnDOT named as an additional named insured therein.

Section 5.02 **Condemnation.** If, after the Public Entity has acquired the ownership interest set forth in Section 2.02, all or any portion of the Real Property is condemned to an extent that the Public Entity can no longer comply with Section 2.04, then the Public Entity shall, at its sole option, either: (i) use the condemnation proceeds to acquire an interest in additional real property needed for the Public Entity to continue to comply with Section 2.04 and to provide whatever additional funds that may be needed for such purposes, or (ii) submit a request to MnDOT and the Commissioner to allow it to sell the remaining portion of its interest in the Real Property. Any condemnation proceeds which are not used to acquire an interest in additional real property shall be applied in accordance with Minn. Stat. Sec. 16A.695 and the Commissioner's Order as if the Public Entity's interest in the Real Property had been sold. If the Public Entity elects to sell its interest in the portion of the Real Property that remains after the condemnation, such sale must occur within a reasonable time period after the date the condemnation occurred and the cumulative sum of the condemnation and sale proceeds applied in accordance with Minn. Stat. Sec. 16A.695 and the Commissioner's Order.

If MnDOT receives any condemnation proceeds referred to herein, MnDOT agrees to or pay over to the Public Entity all of such condemnation proceeds so that the Public Entity can comply with the requirements of this Section.

Section 5.03 **Use, Maintenance, Repair and Alterations.** The Public Entity shall not, without the written consent of MnDOT and the Commissioner, (i) permit or allow the use of any of the Real Property for any purpose other than the purposes specified in Section 2.04, (ii) substantially alter any of the Real Property except such alterations as may be required by laws, ordinances or regulations, or such other alterations as may improve the Real Property by increasing its value or which improve its ability to be used for the purposes set forth in Section 2.04, (iii) take any action which would unduly impair or depreciate the value of the Real Property, (iv) abandon the Real Property, or (v) commit or permit any act to be done in or on the Real Property in violation of any law, ordinance or regulation.

If the Public Entity fails to maintain the Real Property in accordance with this Section, MnDOT may perform whatever acts and expend whatever funds necessary to so maintain the Real Property, and the Public Entity irrevocably authorizes MnDOT to enter upon the Real Property to perform such acts as may be necessary to so maintain the Real Property. Any actions taken or funds expended by MnDOT shall be at its sole discretion, and nothing contained herein shall require MnDOT to take any action or incur any expense and MnDOT shall not be responsible, or liable to the Public Entity or any other entity, for any such acts that are performed in good faith and not in a negligent manner. Any funds expended by MnDOT pursuant to this Section shall be due and payable on demand by MnDOT and will bear interest from the date of payment by MnDOT at a rate equal to the lesser of the maximum interest rate allowed by law or 18% per year based upon a 365-day year.

Section 5.04 **Recordkeeping and Reporting.** The Public Entity shall maintain books and records pertaining to Project costs and expenses needed to comply with the requirements contained herein, Minn. Stat. Sec. 16A.695, the Commissioner's Order, and Minn. Stat. Sec. 174.52 and all rules related thereto, and upon request shall allow MnDOT, its auditors, the Legislative Auditor for the State of Minnesota, or the State Auditor for the State of Minnesota, to inspect, audit, copy, or abstract all of such items. The Public

Entity shall use generally accepted accounting principles in the maintenance of such items, and shall retain all of such books and records for a period of six years after the date that the Project is fully completed and placed into operation.

Section 5.05 **Inspections by MnDOT.** The Public Entity shall allow MnDOT to inspect the Real Property upon reasonable request by MnDOT and without interfering with the normal use of the Real Property.

Section 5.06 **Liability.** The Public Entity and MnDOT agree that each will be responsible for its own acts and the results thereof to the extent authorized by law, and neither shall be responsible for the acts of the other party and the results thereof. The liability of MnDOT and the Commissioner is governed by the provisions of Minn. Stat. Sec. 3.736. If the Public Entity is a “municipality” as that term is used in Minn. Stat. Chapter 466, then the liability of the Public Entity is governed by the provisions of Chapter 466. The Public Entity’s liability hereunder shall not be limited to the extent of insurance carried by or provided by the Public Entity, or subject to any exclusion from coverage in any insurance policy.

Section 5.07 **Relationship of the Parties.** Nothing contained in the Agreement is to be construed as establishing a relationship of co-partners or joint venture among the Public Entity, MnDOT, or the Commissioner, nor shall the Public Entity be considered to be an agent, representative, or employee of MnDOT, the Commissioner, or the State of Minnesota in the performance of the Agreement or the Project.

No employee of the Public Entity or other person engaging in the performance of the Agreement or the Project shall be deemed have any contractual relationship with MnDOT, the Commissioner, or the State of Minnesota and shall not be considered an employee of any of those entities. Any claims that may arise on behalf of said employees or other persons out of employment or alleged employment, including claims under the Workers’ Compensation Act of the State of Minnesota, claims of discrimination against the Public Entity or its officers, agents, contractors, or employees shall in no way be the responsibility of MnDOT, the Commissioner, or the State of Minnesota. Such employees or other persons shall not require nor be entitled to any compensation, rights or benefits of any kind whatsoever from MnDOT, the Commissioner, or the State of Minnesota, including tenure rights, medical and hospital care, sick and vacation leave, disability benefits, severance pay and retirement benefits.

Section 5.08 **Notices.** In addition to any notice required under applicable law to be given in another manner, any notices required hereunder must be in writing and personally served or sent by prepaid, registered, or certified mail (return receipt requested), to the address of the party specified below or to such different address as may in the future be specified by a party by written notice to the others:

To the Public Entity: At the address indicated on the first page of the Agreement.

To MnDOT at: Minnesota Department of Transportation
Office of State Aid
395 John Ireland Blvd., MS 500
Saint Paul, MN 55155
Attention: Marc Briesse, State Aid Programs Engineer

To the Commissioner at: Minnesota Management & Budget
400 Centennial Office Bldg.
658 Cedar St.
St. Paul, MN 55155
Attention: Commissioner

Section 5.09 **Assignment or Modification.** Neither the Public Entity nor MnDOT may assign any of its rights or obligations under the Agreement without the prior written consent of the other party.

Section 5.10 **Waiver.** Neither the failure by the Public Entity, MnDOT, or the Commissioner, as a third party beneficiary of the Agreement, in one or more instances to insist upon the complete observance or performance of any provision hereof, nor the failure of the Public Entity, MnDOT, or the Commissioner to exercise any right or remedy conferred hereunder or afforded by law shall be construed as waiving any breach of such provision or the right to exercise such right or remedy thereafter. In addition, no delay by any of the Public Entity, MnDOT, or the Commissioner in exercising any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy preclude other or further exercise thereof or the exercise of any other right or remedy.

Section 5.11 **Choice of Law and Venue.** All matters relating to the validity, interpretation, performance, or enforcement of the Agreement shall be determined in accordance with the laws of the State of Minnesota. All legal actions arising from any provision of the Agreement shall be initiated and venued in the State of Minnesota District Court located in St. Paul, Minnesota.

Section 5.12 **Severability.** If any provision of the Agreement is finally judged by any court to be invalid, then the remaining provisions shall remain in full force and effect and they shall be interpreted, performed, and enforced as if the invalid provision did not appear herein.

Section 5.13 **Matching Funds.** Any matching funds as shown on Page 1 of the Grant Agreement that are required to be obtained and supplied by the Public Entity must either be in the form of (i) cash monies, (ii) legally binding commitments for money, or (iii) equivalent funds or contributions, including equity, which have been or will be used to pay for the Project. The Public Entity shall supply to MnDOT whatever documentation MnDOT may request to substantiate the availability and source of any matching funds.

Section 5.14 **Sources and Uses of Funds.** The Public Entity represents to MnDOT and the Commissioner that the Sources and Uses of Funds Schedule attached as **Exhibit A** accurately shows the total cost of the Project and all of the funds that are available for the completion of the Project. The Public Entity will supply any other information and documentation that MnDOT or the Commissioner may request to support or explain any of the information contained in the Sources and Uses of Funds Schedule. If any of the funds shown in the Sources and Uses of Funds Schedule have conditions precedent to the release of such funds, the Public Entity must provide to MnDOT a detailed description of such conditions and what is being done to satisfy such conditions.

Section 5.15 **Project Completion Schedule.** The Public Entity represents to MnDOT and the Commissioner that the Project Completion Schedule attached as **Exhibit B** correctly and accurately sets forth the projected schedule for the completion of the Project.

Section 5.16 **Third-Party Beneficiary.** The Governmental Program will benefit the State of Minnesota and the provisions and requirements contained herein are for the benefit of both the State Entity and the State of Minnesota. Therefore, the State of Minnesota, by and through its Commissioner of MMB, is and shall be a third-party beneficiary of this Agreement.

Section 5.17 **Public Entity Tasks.** Any tasks that the Agreement imposes upon the Public Entity may be performed by such other entity as the Public Entity may select or designate, provided that the failure of such other entity to perform said tasks shall be deemed to be a failure to perform by the Public Entity.

Section 5.18 **Data Practices.** The Public Entity agrees with respect to any data that it possesses regarding the G.O. Grant or the Project to comply with all of the provisions and restrictions contained in the Minnesota Government Data Practices Act contained in Minnesota Statutes Chapter 13, as such may subsequently be amended or replaced from time to time.

Section 5.19 **Non-Discrimination.** The Public Entity agrees to not engage in discriminatory employment practices regarding the Project and it shall fully comply with all of the provisions contained in Minnesota Statutes Chapters 363A and 181, as such may subsequently be amended or replaced from time to time.

Section 5.20 **Worker's Compensation.** The Public Entity agrees to comply with all of the provisions relating to worker's compensation contained in Minn. Stat. Secs. 176.181 subd. 2 and 176.182, as they may be amended or replaced from time to time with respect to the Project.

Section 5.21 **Antitrust Claims.** The Public Entity hereby assigns to MnDOT and the Commissioner of MMB all claims it may have for over charges as to goods or services provided with respect to the Project that arise under the antitrust laws of the State of Minnesota or of the United States of America.

Section 5.22 **Prevailing Wages.** The Public Entity agrees to comply with all of the applicable provisions contained in Minnesota Statutes Chapter 177, and specifically those provisions contained in Minn. Stat. §. 177.41 through 177.435 as they may be amended or replaced from time to time with respect to the Project. By agreeing to this provision, the Public Entity is not acknowledging or agreeing that the cited provisions apply to the Project.

Section 5.23 **Entire Agreement.** The Agreement and all of the exhibits attached thereto embody the entire agreement between the Public Entity and MnDOT, and there are no other agreements, either oral or written, between the Public Entity and MnDOT on the subject matter hereof.

Section 5.24 **E-Verification.** The Public Entity agrees and acknowledges that it is aware of Minn.Stat. § 16C.075 regarding e-verification of employment of all newly hired employees to confirm that such employees are legally entitled to work in the United States, and that it will, if and when applicable, fully comply with such order.

Section 5.25 **Telecommunications Certification.** If federal funds are included in Exhibit A, by signing this agreement, Contractor certifies that, consistent with Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115-232 (Aug. 13, 2018), and 2 CFR 200.216, Contractor will not use funding covered by this agreement to procure or obtain, or to extend, renew, or enter into any contract to procure or obtain, any equipment, system, or service that uses "covered telecommunications equipment or services" (as that term is defined in Section 889 of the Act) as a substantial or essential component of any system or as critical technology as part of any system. Contractor will include this certification as a flow down clause in any contract related to this agreement.

Section 5.26 **Title VI/Non-discrimination Assurances.** Public Entity agrees to comply with all applicable US DOT Standard Title VI/Non-Discrimination Assurances contained in DOT Order No. 1050.2A, and in particular Appendices A and E, which can be found at: https://edocs-public.dot.state.mn.us/edocs_public/DMResultSet/download?docId=11149035. If federal funds are included in Exhibit A, Public Entity will ensure the appendices and solicitation language within the assurances are inserted into contracts as required. MnDOT may conduct a review of the Public Entity's compliance with this provision. The Public Entity must cooperate with MnDOT throughout the review

process by supplying all requested information and documentation to MnDOT, making Public Entity staff and officials available for meetings as requested, and correcting any areas of non-compliance as determined by MnDOT.

Section 5.27 **Electronic Records and Signatures.** The parties agree to contract by electronic means. This includes using electronic signatures and converting original documents to electronic records.

Section 5.28 **Certification.** By signing this Agreement, the Grantee certifies that it is not suspended or debarred from receiving federal or state awards.

RESOLUTION NO. 23-05-36

**CITY OF WYOMING
CHISAGO COUNTY, MINNESOTA**

**A RESOLUTION RECEIVING BIDS AND AWARDING A CONTRACT FOR THE
SAP 248-108-003 EAST VIKING BOULEVARD IMPROVEMENTS**

WHEREAS, the City Council of Wyoming previously directed the City Engineer to advertise for bids for the above-referenced project, and

WHEREAS, bids were publicly received and opened on April 13, 2023.

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

1. All bids for the construction of the S.A.P. 248-108-003, East Viking Boulevard Improvements, have been received and are tabulated on the attached summary.
2. The base bid plus bid alternate 2 of Dresel Contracting, Inc., in the amount of \$1,997,479.16, for the construction of said improvements, is in accordance with the plans and specifications and advertisement for bids and is the lowest responsible bid.
3. The Mayor and Administrator/Clerk are hereby authorized and directed to enter into a contract with said bidder for the construction of said improvements for and on behalf of the City of Wyoming.
4. The City Administrator/Clerk is hereby authorized and directed to return forthwith to all bidders the deposits made with their bids, except that the deposit of the successful bidder and the next two lowest bidders shall be retained until a contract has been executed.

Hereupon said Resolution was declared duly passed and adopted this 2nd day of May 2023.

Lisa Iverson, Mayor

ATTEST:

Robb Linwood, City Administrator/Clerk

(seal)

RESOLUTION NO. 23-05-37

**CITY OF WYOMING
CHISAGO COUNTY, MINNESOTA**

**A RESOLUTION RECEIVING BIDS AND AWARDING A CONTRACT FOR
BRIDGE NO. 13J22 EAST VIKING BOULEVARD OVER THE SOUTH BRANCH OF
THE SUNRISE RIVER (SAP 248-594-002)**

WHEREAS, the City Council of Wyoming previously directed the City Engineer to advertise for bids for the above-referenced project, and

WHEREAS, bids were publicly received and opened on April 13, 2023.

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

1. All bids for the construction of the S.A.P. 248-594-002, Bridge No. 13J22 East Viking Boulevard over the South Branch of the Sunrise River have been received and are tabulated on the attached summary.
2. The Alternate Bid No. 1 (to the East Viking Boulevard Improvement Project (SAP 248-108-003) of Dresel Contracting, Inc., in the amount of \$788,232.64, for the construction of said improvements, is in accordance with the plans and specifications and advertisement for bids and is the lowest responsible bid.
3. The Mayor and Administrator/Clerk are hereby authorized and directed to enter into a contract with said bidder for the construction of said improvements for and on behalf of the City of Wyoming.
4. The City Administrator/Clerk is hereby authorized and directed to return forthwith to all bidders the deposits made with their bids, except that the deposit of the successful bidder and the next two lowest bidders shall be retained until a contract has been executed.

Hereupon said Resolution was declared duly passed and adopted this 2nd day of May 2023.

Lisa Iverson, Mayor

ATTEST:

Robb Linwood, City Administrator/Clerk

(seal)

RESOLUTION NO. 23-05-38

**CITY OF WYOMING
CHISAGO COUNTY, MINNESOTA**

**A RESOLUTION
FOR AGREEMENT TO STATE TRANSPORTATION FUND
LOCAL BRIDGE REPLACEMENT PROGRAM
GRANT TERMS AND CONDITIONS
SAP 248-594-002
BRIDGE NO. 13J22 – EAST VIKING BOULEVARD OVER THE
SOUTH BRANCH SUNRISE RIVER**

WHEREAS, The City of Wyoming has applied to the Commissioner of Transportation for a grant from the Minnesota State Transportation Fund for construction of Bridge No.13J22; and

WHEREAS, the Commissioner of Transportation has given notice that funding for this project is available; and

WHEREAS, the amount of the grant has been determined to be \$ 494,119.86 by reason of the lowest responsible bid.

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

That City of Wyoming does hereby agree to the terms and conditions of the grant consistent with Minnesota Statutes, section 174.50, and will pay any additional amount by which the cost exceeds the estimate, and will return to the Minnesota State Transportation Fund any amount appropriated for the project but not required. The proper City officers are authorized to execute a grant agreement and any amendments thereto with the Commissioner of Transportation concerning the above-referenced grant.

Hereupon said Resolution was declared duly passed and adopted this 2nd day of May 2023.

Lisa Iverson, Mayor

ATTEST:

Robb Linwood, City Administrator/Clerk

(seal)

For Check Dates 04/25/2023 to 04/25/2023

Check Number Name			Check Date
Text Label	54744	PACIFIC LIFE INSURANCE	04/25/2023
Item Code	GL Number	Amount	
ROTH	101-0000-21712	250.00	
		250.00	
Text Label	54745	CENTRAL PENSION FUND,	04/25/2023
Item Code	GL Number	Amount	
CENT PENS FUND	101-0000-21716	480.00	
		480.00	
Text Label	54746	WI SCTF,	04/25/2023
Item Code	GL Number	Amount	
WI CHILD SUPPOR	101-0000-21710	215.42	
		215.42	
Text Label	EFT985	SELECTACCOUNT,	04/25/2023
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	1,841.16	
		1,841.16	
Text Label	EFT986	P.E.R.A.,	04/25/2023
Item Code	GL Number	Amount	
CORD PERA	101-0000-21704	2,913.05	
DCP PERA	101-0000-21704	16.67	
DCP PERA MATCH	101-0000-21704	16.67	
PERA CITY MATCH	101-0000-21704	3,361.21	
PF PERA	101-0000-21704	3,884.41	
PF PERA CITY	101-0000-21704	5,826.63	
		16,018.64	
Text Label	EFT987	INTERNAL REVENUE SERVICE,	04/25/2023
Item Code	GL Number	Amount	
FITW	101-0000-21701	6,981.28	
SOCSEC_EE	101-0000-21703	3,401.37	
MEDICARE_ER	101-0000-21703	1,239.94	

For Check Dates 04/25/2023 to 04/25/2023

Check Number	Name	Check Date
SOCSEC_ER	101-0000-21703	3,401.37
MEDICARE_EE	101-0000-21703	1,239.94
		16,263.90

Text Label	EFT988 STATE OF MINNESOTA,	04/25/2023
Item Code	GL Number	Amount
SITW	101-0000-21702	3,273.02
		3,273.02

Text Label

General Checking Account 10100
Total Amount Being Paid: \$38,342.14
Total Number of Checks: 7

Mayor Iverson

Councilmember Luger

Councilmember Nanko Yeager

Councilmember Schilling

Councilmember Ohnstad

City of Wyoming Check Detail Register

1/8
April 28, 2023 08:49 AM
User: ssaxe
DR: Wyoming

05-02-2023

Check # Invoice #	Check Date	Vendor Name	General Ledger #	Amount	Comment
12564 9011-082749-1000	05/02/2023	90 DEGREE BENEFITS			
		101-0000-21706 HOSPITALIZATION		\$31,043.08	HOSPITALIZATION/MEDICAL INS
		Total for 90 DEGREE BENEFITS		\$31,043.08	
54748 0174022-IN	05/02/2023	ABM EQUIPMENT, LLC			
		601-9425-42400 SMALL TOOLS/MIN		\$371.55	SMALL TOOLS/MINOR EQUIPMENT
		Total for ABM EQUIPMENT, LLC		\$371.55	
54749 2850	05/02/2023	ANDERSON - KOCH FORD			
		101-2400-43900 VEHICLE MAINTEN		\$61.13	VEHICLE MAINTENANCE
		Total for ANDERSON - KOCH FORD		\$61.13	
54750 312063 312686	05/02/2023	ASPEN MILLS			
		101-2110-44080 UNIFORMS		\$453.30	UNIFORMS
		101-2110-44080 UNIFORMS		\$56.50	UNIFORMS
		Total for ASPEN MILLS		\$509.80	
54751 1194667	05/02/2023	BERGANKDV LTD			
		101-1500-43010 AUDITING AND AC		\$22,000.00	AUDITING AND ACCOUNTING
		Total for BERGANKDV LTD		\$22,000.00	
54752 84921067	05/02/2023	BOUND TREE MEDICAL			
		101-2200-42100 OPERATING SUPPL		\$476.63	OPERATING SUPPLIES
		Total for BOUND TREE MEDICAL		\$476.63	
54753 03312023	05/02/2023	CAMPBELL KNUTSON			
		101-1400-43040 ATTORNEY FEES		\$108.50	ATTORNEY FEES
		Total for CAMPBELL KNUTSON		\$108.50	
54754 4476	05/02/2023	CERTIFIED CRIME FIGHTER, INC.			
		101-2110-44330 DUES & SUBSCRIP		\$756.00	DUES & SUBSCRIPTIONS
		Total for CERTIFIED CRIME FIGHTER,		\$756.00	
54755 19006850	05/02/2023	CHISAGO COUNTY ATTORNEY			
		201-2110-42100 OPERATING SUPPL		\$18.45	OPERATING SUPPLIES
		Total for CHISAGO COUNTY ATTORNEY		\$18.45	

City of Wyoming Check Detail Register

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April 28, 2023 08:49 AM
User: ssaxe
DR: Wyoming

05-02-2023

Check # Invoice #	Check Date	Vendor Name	General Ledger #	Amount	Comment
54756	05/02/2023	CHISAGO LAKES JOINT SEWAGE TRE			
13309					
		602-9425-43890	SEWER PLANT FEE	\$22,215.36	FEBRUARY TREATMENT CHARGES
		602-9425-43890	SEWER PLANT FEE	\$24,107.85	MARCH TREATMENT CHARGES
Total for CHISAGO LAKES JOINT SEWA				\$46,323.21	
54757	05/02/2023	CINTAS			
4152464445					
		101-1400-43600	CLEANING SERVIC	\$31.05	CLEANING SERVICE-CITY HALL
4152467488					
		101-2110-43600	CLEANING SERVIC	\$28.51	CLEANING SERVICE-PUBLIC SAFETY
4152464548					
		101-3100-44180	UNIFORMS	\$118.77	STREETS
		101-3100-42100	OPERATING SUPPL	\$48.00	SHOP SUPPLIES
4153099829					
		101-3100-44180	UNIFORMS	\$118.77	STREETS
		101-3100-42100	OPERATING SUPPL	\$33.55	SHOP SUPPLIES
Total for CINTAS				\$378.65	
54758	05/02/2023	COLUMBUS, RACHEL			
04212023					
		101-2110-42080	TRAINING AND INI	\$449.94	TRAINING AND INSTRUCTION
Total for COLUMBUS, RACHEL				\$449.94	
54759	05/02/2023	DRESEL CONTRACTING			
15002					
		101-3100-44410	STREET MAINT MA	\$9,844.50	STREET MAINT MATERIALS
Total for DRESEL CONTRACTING				\$9,844.50	
54760	05/02/2023	DVS			
20230424					
		101-2200-42100	OPERATING SUPPL	\$12.00	OPERATING SUPPLIES
Total for DVS				\$12.00	
54761	05/02/2023	FAIRVIEW HEALTH SERVICES			
15006654361					
		101-3100-43060	PERSONNEL TESTI	\$180.00	PERSONNEL TESTING
Total for FAIRVIEW HEALTH SERVICES				\$180.00	
54762	05/02/2023	FASTSIGNS			
441-9016					
		101-2200-42100	OPERATING SUPPL	\$83.75	OPERATING SUPPLIES
Total for FASTSIGNS				\$83.75	
54763	05/02/2023	FEDERATED CO-OPS			
1582769					
		101-3100-42120	MOTOR FUELS	\$837.94	MOTOR FUELS
Total for FEDERATED CO-OPS				\$837.94	

City of Wyoming Check Detail Register

3/8
April 28, 2023 08:49 AM
User: ssaxe
DR: Wyoming

05-02-2023

Check # Invoice #	Check Date	Vendor Name	General Ledger #	Amount	Comment
54764	05/02/2023	FLEET ALIGNMENT SERVICE			
4465					
	101-3100-44040	REPAIRS & MAINT.		\$1,814.23	REPAIRS & MAINT. - EQUIPMENT
4629					
	101-2200-43900	VEHICLE MAINTEN		\$1,684.27	VEHICLE MAINTENANCE
Total for FLEET ALIGNMENT SERVICE				\$3,498.50	
54765	05/02/2023	FOREST LAKE CONTRACTING			
6758					
	101-3100-43860	STREET LIGHTS		\$308.47	STREET LIGHTS
Total for FOREST LAKE CONTRACTING				\$308.47	
54766	05/02/2023	GRAFIX SHOPPE			
150210					
	101-2200-43900	VEHICLE MAINTEN		\$1,700.00	VEHICLE MAINTENANCE
Total for GRAFIX SHOPPE				\$1,700.00	
54767	05/02/2023	Guidance Homes, Inc.			
BSF22-0002					
	800-0000-20401	SILT FENCE		\$810.00	BSF22-0002
BSF22-0006					
	800-0000-20401	SILT FENCE		\$810.00	BSF22-0006
BSF22-0024					
	800-0000-20401	SILT FENCE		\$810.00	BSF22-0024
BSF22-0023					
	800-0000-20401	SILT FENCE		\$810.00	BSF22-0023
Total for Guidance Homes, Inc.				\$3,240.00	
54768	05/02/2023	HALLBERG STORAGE LLC			
04142023					
	101-2200-42100	OPERATING SUPPL		\$52.50	OPERATING SUPPLIES
Total for HALLBERG STORAGE LLC				\$52.50	
54769	05/02/2023	ICMA MEMBERSHIP PAYMENTS			
99693723					
	101-1400-44330	DUES & SUBSCRIP		\$529.57	DUES & SUBSCRIPTIONS
Total for ICMA MEMBERSHIP PAYMEN				\$529.57	
54770	05/02/2023	INNOVATIVE OFFICE SOLUTIONS			
IN4170792					
	101-2110-42000	SUPPLIES - OFFICE		\$54.71	SUPPLIES - OFFICE/COPY/COMPUTR
IN4170609					
	101-2110-42000	SUPPLIES - OFFICE		\$136.12	SUPPLIES - OFFICE/COPY/COMPUTR
IN4176018					
	101-1400-42000	SUPPLIES - OFFICE		\$68.86	SUPPLIES - OFFICE/COPY/COMPUTR
Total for INNOVATIVE OFFICE SOLUTI				\$259.69	
54771	05/02/2023	Judge Homes Inc.			
BSF21-0001					
	800-0000-20401	SILT FENCE		\$810.00	BSF21-0001
Total for Judge Homes Inc.				\$810.00	

City of Wyoming Check Detail Register

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April 28, 2023 08:49 AM
User: ssaxe
DR: Wyoming

05-02-2023

Check # Invoice #	Check Date	Vendor Name	General Ledger #	Amount	Comment
54772 04/19/2023	05/02/2023	KAYLA MURRAY			
		602-0000-11500 ACCOUNTS RECEIVABLE	\$178.51	Sewer - Base Charge	
Total for KAYLA MURRAY				\$178.51	
54773 41364	05/02/2023	LINDSTROM WHEELHORSE			
		101-3100-42400 SMALL TOOLS/MINOR EQUIPMENT	\$554.99	SMALL TOOLS/MINOR EQUIPMENT	
Total for LINDSTROM WHEELHORSE				\$554.99	
54774 276072	05/02/2023	LTG POWER EQUIPMENT			
		101-5200-42400 SMALL TOOLS/MINOR EQUIPMENT	\$609.99	SMALL TOOLS/MINOR EQUIPMENT	
Total for LTG POWER EQUIPMENT				\$609.99	
54775 6707 7112 7222 7365	05/02/2023	MENARDS- FOREST LAKE			
		101-5200-42190 SEASONAL ACTIVITIES	\$72.11	SEASONAL ACTIVITIES	
		601-9425-44040 REPAIRS & MAINT. - EQUIPMENT	\$73.69	REPAIRS & MAINT. - EQUIPMENT	
		101-5200-42400 SMALL TOOLS/MINOR EQUIPMENT	\$5.56	SMALL TOOLS/MINOR EQUIPMENT	
		101-3100-42400 SMALL TOOLS/MINOR EQUIPMENT	\$56.32	SMALL TOOLS/MINOR EQUIPMENT	
Total for MENARDS- FOREST LAKE				\$207.68	
54776 INV020814	05/02/2023	MINNESOTA PUMP WORKS			
		602-9425-43000 PROFESSIONAL SERVICE (GENERAL)	\$9,897.29	PROFESSIONAL SERVICE (GENERAL)	
Total for MINNESOTA PUMP WORKS				\$9,897.29	
54777 1192749 1193304	05/02/2023	MINNESOTA VALLEY TESTING LABS			
		601-9425-43110 LAB COSTS	\$44.00	LAB TESTS	
		601-9425-43110 LAB COSTS	\$20.90	LAB TESTS	
Total for MINNESOTA VALLEY TESTING LABS				\$64.90	
54778 20230410092515	05/02/2023	MN FIRE SERVICE CERT. BOARD			
		101-2200-42080 TRAINING AND INSTRUCTION	\$525.00	TRAINING AND INSTRUCTION	
Total for MN FIRE SERVICE CERT. BOARD				\$525.00	
54779 148986	05/02/2023	NAPA AUTO PARTS			
		101-5200-44040 REPAIRS & MAINT. - EQUIPMENT	\$109.23	REPAIRS & MAINT. - EQUIPMENT	
Total for NAPA AUTO PARTS				\$109.23	
54780 0361120945	05/02/2023	NORTHERN TOOL & EQUIPMENT			
		101-5200-42400 SMALL TOOLS/MINOR EQUIPMENT	\$120.98	SMALL TOOLS/MINOR EQUIPMENT	
Total for NORTHERN TOOL & EQUIPMENT				\$120.98	

City of Wyoming Check Detail Register

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DR: Wyoming

05-02-2023

Check # Invoice #	Check Date	Vendor Name	General Ledger #	Amount	Comment
54781	05/02/2023	Parent Custom Homes			
BSF21-0024					
		800-0000-20401 SILT FENCE		\$810.00	BSF21-0024
Total for Parent Custom Homes				\$810.00	
54782	05/02/2023	POSTMASTER			
04202023					
		101-1400-43220 POSTAGE		\$290.00	POSTAGE
Total for POSTMASTER				\$290.00	
54783	05/02/2023	RICOH BUSINESS SYSTEMS			
107144483					
		101-1400-42150 COPIER		\$146.23	CITY HALL
		101-2110-42240 MAINTENANCE CO		\$77.19	POLICE DEPT
		101-2110-42240 MAINTENANCE CO		\$20.71	FIRE DEPT
Total for RICOH BUSINESS SYSTEMS				\$244.13	
54784	05/02/2023	SCHULTZ'S AUTO DETAIL			
1					
		101-2110-43900 VEHICLE MAINTEN		\$80.00	VEHICLE MAINTENANCE
Total for SCHULTZ'S AUTO DETAIL				\$80.00	
54785	05/02/2023	SEMLER CONSTRUCTION INC			
BSF22-0033					
		800-0000-20401 SILT FENCE		\$810.00	BSF22-0033
Total for SEMLER CONSTRUCTION INC				\$810.00	
54786	05/02/2023	STATE CHEMICAL SOLUTIONS			
902864211					
		101-3100-42100 OPERATING SUPPL		\$357.07	OPERATING SUPPLIES
Total for STATE CHEMICAL SOLUTIONS				\$357.07	
54787	05/02/2023	STRYKER SALES, LLC			
4126112M					
		101-2110-42100 OPERATING SUPPL		\$388.62	OPERATING SUPPLIES
Total for STRYKER SALES, LLC				\$388.62	
54788	05/02/2023	T.A. SCHIFSKY & SONS INC			
69056					
		101-3100-44410 STREET MAINT MA		\$228.00	STREET MAINT MATERIALS
Total for T.A. SCHIFSKY & SONS INC				\$228.00	
54789	05/02/2023	TIMESAVER OFF SITE SECRETARIAL			
M28166					
		101-1910-42310 CONTRACTED SER		\$159.00	CONTRACTED SERVICES
		101-1400-42310 CONTRACTED SER		\$159.00	CONTRACTED SERVICES
Total for TIMESAVER OFF SITE SECRETARIAL				\$318.00	

City of Wyoming Check Detail Register

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05-02-2023

Check # Invoice #	Check Date	Vendor Name	General Ledger #	Amount	Comment
54790	05/02/2023	VC3, INC.			
CW77637					
	101-1400-42090	NETWORK MUNICI		\$656.25	NETWORK MUNICIPAL COMPUTERS
INV00076829					
	101-2110-44330	DUES & SUBSCRIP		\$175.00	DUES & SUBSCRIPTIONS
Total for VC3, INC.				\$831.25	
54791	05/02/2023	VERIZON			
9932643144					
	602-9425-43210	TELEPHONE		\$80.04	MACHINE-TO-MACHINE
Total for VERIZON				\$80.04	
54792	05/02/2023	WEX BANK			
88551776					
	101-2400-42120	MOTOR FUELS		\$44.68	MOTOR FUELS
	101-2200-42120	MOTOR FUELS		\$557.14	MOTOR FUELS
	101-2110-42120	MOTOR FUELS		\$2,774.00	MOTOR FUELS
	101-3100-42120	MOTOR FUELS		\$1,306.83	MOTOR FUELS
	101-5200-42120	MOTOR FUELS		\$19.37	MOTOR FUELS
	601-9425-42120	MOTOR FUELS		\$663.10	MOTOR FUELS
	602-9425-42120	MOTOR FUELS		\$663.09	MOTOR FUELS
Total for WEX BANK				\$6,028.21	
54793	05/02/2023	WILLIAMS SCOTSMAN, INC.			
9017431515					
	101-3100-44100	RENTALS (EQUIPM		\$602.50	RENTALS (EQUIPMENT)
Total for WILLIAMS SCOTSMAN, INC.				\$602.50	

City of Wyoming Check Detail Register

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DR: Wyoming

05-02-2023

Check # Invoice #	Check Date	Vendor Name	General Ledger #	Amount	Comment
54794	05/02/2023	XCEL ENERGY			
823478593					
	101-3100-43800	UTILITIES-GAS/ELI		\$52.58	TRAFFIC SIGNAL
824306529					
	601-9425-43800	UTILITIES-GAS/ELI		\$279.28	WELLHOUSE
824340064					
	101-3100-43800	UTILITIES-GAS/ELI		\$18.24	SPEED SIGN
824346530					
	101-3100-43800	UTILITIES-GAS/ELI		\$19.58	SPEED SIGN
824161752					
	101-3100-43800	UTILITIES-GAS/ELI		\$18.56	PARKS
824167206					
	101-3100-43860	STREET LIGHTS		\$58.61	STOP LIGHTS
824154067					
	101-3100-43860	STREET LIGHTS		\$14.24	STOP LIGHTS
824175802					
	101-3100-43800	UTILITIES-GAS/ELI		\$19.80	SPEED SIGN
824129308					
	101-3100-43800	UTILITIES-GAS/ELI		\$18.54	SPEED SIGN
824142407					
	101-3100-43800	UTILITIES-GAS/ELI		\$18.24	PARKS
824665086					
	101-3100-43800	UTILITIES-GAS/ELI		\$1,982.91	PARKS
	101-3100-43860	STREET LIGHTS		\$303.18	STOP LIGHTS
	601-9425-43800	UTILITIES-GAS/ELI		\$2,262.27	WELLHOUSE
	101-2110-43800	UTILITIES-GAS/ELI		\$1,036.42	POLICE/PUBLIC WORKS
	101-1400-43800	UTILITIES-GAS/ELI		\$571.26	CITY HALL
	101-5500-43800	UTILITIES-GAS/ELI		\$2,129.17	LIBRARY
	101-5200-43800	UTILITIES-GAS/ELI		\$185.94	UTILITIES-GAS/ELEC/SEWER/WATER
824660137					
	602-9425-43800	UTILITIES-GAS/ELI		\$1,389.61	LIFT STATIONS
	601-9425-43800	UTILITIES-GAS/ELI		\$109.86	WELLHOUSE
Total for XCEL ENERGY				\$10,488.29	
54795	05/02/2023	ZIEGLER INC.			
SI000316019					
	101-3100-44040	REPAIRS & MAINT.		\$9,134.55	REPAIRS & MAINT. - EQUIPMENT
Total for ZIEGLER INC.				\$9,134.55	

City of Wyoming Check Detail Register

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User: ssaxe
DR: Wyoming

05-02-2023

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

General Checking Account 10100
Total Amount Being Paid: \$166,813.09
Total Number of Checks: 49

Mayor Iverson

Councilmember Luger

Councilmember Nanko Yeager

Councilmember Schilling

Councilmember Ohnstad

RESOLUTION NO. 23-05-39

**A RESOLUTION ACCEPTING A DONATION TO THE CITY OF WYOMING FROM
MEADOWS ON FAIRVIEW-EBENEZER FOR BUS SERVICES**

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 persons and entities have donated bus services for a Road Tour on April 24th, 2023:

<u>Name of Donor</u>	<u>Value</u>
Meadows on Fairview-Ebenezer	\$300.00

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

THEREFORE, BE IT RESOLVED, The City of Wyoming accepts the donation from Meadows on Fairview-Ebenezer of bus services and the value of the donation at \$300.00.

Hereupon said Resolution was declared duly passed and adopted this 2nd day of May 2023.

CITY OF WYOMING

By: _____
Lisa Iverson, Mayor

ATTEST:

Robb Linwood, City Administrator

RESOLUTION NO. 23-05-40

**A RESOLUTION ACCEPTING A DONATION FROM CHISAGO COUNTY HRA-EDA FOR
THE WYOMING EDA DOWNTOWN PLAN**

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 persons and entities have offered to donate to the City of Wyoming

<u>Name of Donor</u>	<u>Donation</u>
Chisago County HRA-EDA	\$5,000.00

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

THEREFORE, BE IT RESOLVED, The City of Wyoming accepts the donation from the Chisago County HRA-EDA in the amount of \$5,000.00

**HEREUPON SAID RESOLUTION WAS DECLARED DULY PASSED AND ADOPTED THIS
2ND DAY OF MAY, 2023**

CITY OF WYOMING

By: _____
Lisa Iverson, Mayor

ATTEST:

Robb Linwood, City Administrator



April 27, 2023

Presented To: Mayor Iverson and City Council

Presented By: Chief Neil Bauer

Department: Public Safety

Reference: Disposal of Property

Method: Consent Agenda

Background Information:

The public safety department has multiple items (city property) that are no longer in use that need to be disposed of through our online public auction process:

1. Raleigh F-500 bicycles (2)
2. Gamber Johnson vehicle computer mounts (3)
3. Shotgun mounts for vehicle (2)

Recommendation:

It is my recommendation that the City Council authorize the disposal of this property.

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



PUBLIC SAFETY

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

RESOLUTION 23-05-41

A RESOLUTION DECLARING CERTAIN PUBLIC SAFETY ITEMS AS SURPLUS PROPERTY AND AUTHORIZING THE PUBLIC SAFETY DEPARTMENT TO DISPOSE OF SUCH ITEMS THROUGH THE DISPOSAL PROCESS

WHEREAS, The Wyoming Public Safety department has multiple items that are no longer in use that need to be disposed of through our online auction process; and

WHEREAS, The items are ready to be disposed of

Below is a list of the items that need to be disposed of through our online auction process:

Item Description

2- Raleigh F-500 Bicycles
3- Gamber Johnson Vehicle Computer Mounts
2- Shotgun Mounts for Vehicles

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WYOMING, MINNESOTA authorizes the Public Safety Department to dispose of these items.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF WYOMING THIS 2ND DAY OF MAY, 2023.

CITY OF WYOMING

By: _____
Lisa Iverson, Mayor

ATTESTED:

Robb Linwood, City Administrator/Clerk

Memorandum

To: Rob Linwood, City Administrator
City of Wyoming

From: Mark Erichson, PE
City Engineer

Date: April 27, 2023

Re: 2022 Municipal State Aid System Revisions
WSB Project No. R-013271-000

The Municipal State Aid Street (MSAS) system allows cities with a population over 5,000 to be eligible to receive additional funding for road improvements and maintenance from the State Highway Users Fund. Each year, the City receives an allocation based 50% upon its population and 50% upon the construction Needs of its roadways. As the City grows with new development, we are able to designate additional mileage to our MSAS system. To receive funding, the City can designate up to 20% of its local streets to receive MSAS funding. At the end of 2022, the City had undesignated mileage that we can apply to our new system as long as it met criteria laid out in MSA rules. While the lengths are limited, we want to capture all state aid funds we can possibly receive.

Per State Aid Rules, a City is allowed to add and/or remove mileage annually if a letter request is submitted.

In an effort to maximize the construction Needs of Wyoming's MSAS system and with the goal of strategically using the annual available allotment of State Aid funds to the City, we are recommending the following modifications to the system (illustration attached):

- That 269th Street from Felton Avenue to Fenwick Avenue be added to the City of Wyoming MSAS.
- That 270th Street from Forest Blvd. N to Fenwick Avenue and Fenwick Avenue from 270th Street to Railroad Blvd (MSAS 109) be added to the City of Wyoming MSAS.

While the annual allotment that Wyoming will receive from State Aid will fluctuate each year based on gas-tax revenues received by the State, and by relative apportionments for population and the Needs of all State Aid cities throughout the State, the proposed revisions are anticipated to result in the City maximizing its available designation mileage, which will in turn maximize the State Aid Needs dollars that are allocated to the City. It should be noted that, year to year, there is no guarantee that the annual allotment received by any city will increase.

MnDOT State Aid staff approved the requested proposed revisions. The City Council must now pass a formal resolution to finalize the proposed routes and submit that resolution to MnDOT's State Aid office. This will be used in the calculation for our 2023 allotment. It is the City Engineer's recommendation that City Council approve the attached resolution and direct staff to submit per MnDOT requirements.

If you have any questions regarding this, please don't hesitate to contact me at 612-360-1278.

RESOLUTION NO.23-05-42

**CITY OF WYOMING
CHISAGO COUNTY, MINNESOTA**

**A RESOLUTION DECLARING APPROVAL OF MODIFICATIONS TO THE
MUNICIPAL STATE AID STREET SYSTEM
FOR THE CITY OF WYOMING, MINNESOTA**

WHEREAS, as a requirement to qualify for state aid funding for streets, it is necessary that the City Council designate certain streets within the City of Wyoming to create a Municipal State Aid Street system (MSAS); and

WHEREAS, the Council has reviewed the recommendations of the City Engineer and has approved the modifications to the City of Wyoming MSAS.

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

1. That 269th Street from Felton Avenue to Fenwick Avenue shall be added to the City of Wyoming MSAS.
2. That 270th Street from Forest Blvd. N to Fenwick Avenue and Fenwick Avenue from 270th Street to Railroad Blvd (MSAS 109) be added to the City of Wyoming MSAS.
3. That the City Administrator shall provide a certified copy of this resolution to the City Engineer for transmittal to the Commissioner of the Minnesota Department of Transportation.

Hereupon said Resolution was declared duly passed and adopted this 2nd day of May 2023.

Lisa Iverson, Mayor

ATTEST:

Robb Linwood, City Administrator

(seal)



Request for Council Action

Date: April 27, 2023

Presented to: Mayor Iverson and City Council Members

Presented by: Robb Linwood, City Administrator

Department: Administration

Reference: Enhanced street sweeping agreement

Method: Consent Agenda

Background Information:

The city of Wyoming owns and operates a street sweeper and does regular sweeping throughout the year. Regular street sweeping reduces the amount of pollutants that get washed into the storm drain and ultimately discharge to lakes, rivers and wetlands. Targeted pollutants include sediment, trash and debris, leaves, organic matter and nutrients; metals and hydrocarbons. The following pollutant removal efficiencies for total solids (TS), total phosphorus (TP) and total nitrogen (TN).

Comfort Lake-Forest Lake Watershed District staff completed the tree canopy assessment and enhanced street sweeping plan for the entirety of the City of Wyoming. The City of Wyoming proposes to sweep 12.5 curb miles four times per year (twice in spring, twice in fall), for a total of 50 curb miles swept per year. The proposed streets to be swept are as identified in the Wyoming Enhanced Street Sweeping Plan and attached maps. The City of Wyoming will track the movement of the sweeper with a GPS unit mounted on the sweeper. The City will track the weights and dates of material swept. Chisago SWCD, as the LSC WP WBIF grant fiscal agent, will execute the cost share contract with the City of Wyoming. CLFLWD will serve as the technical representative.

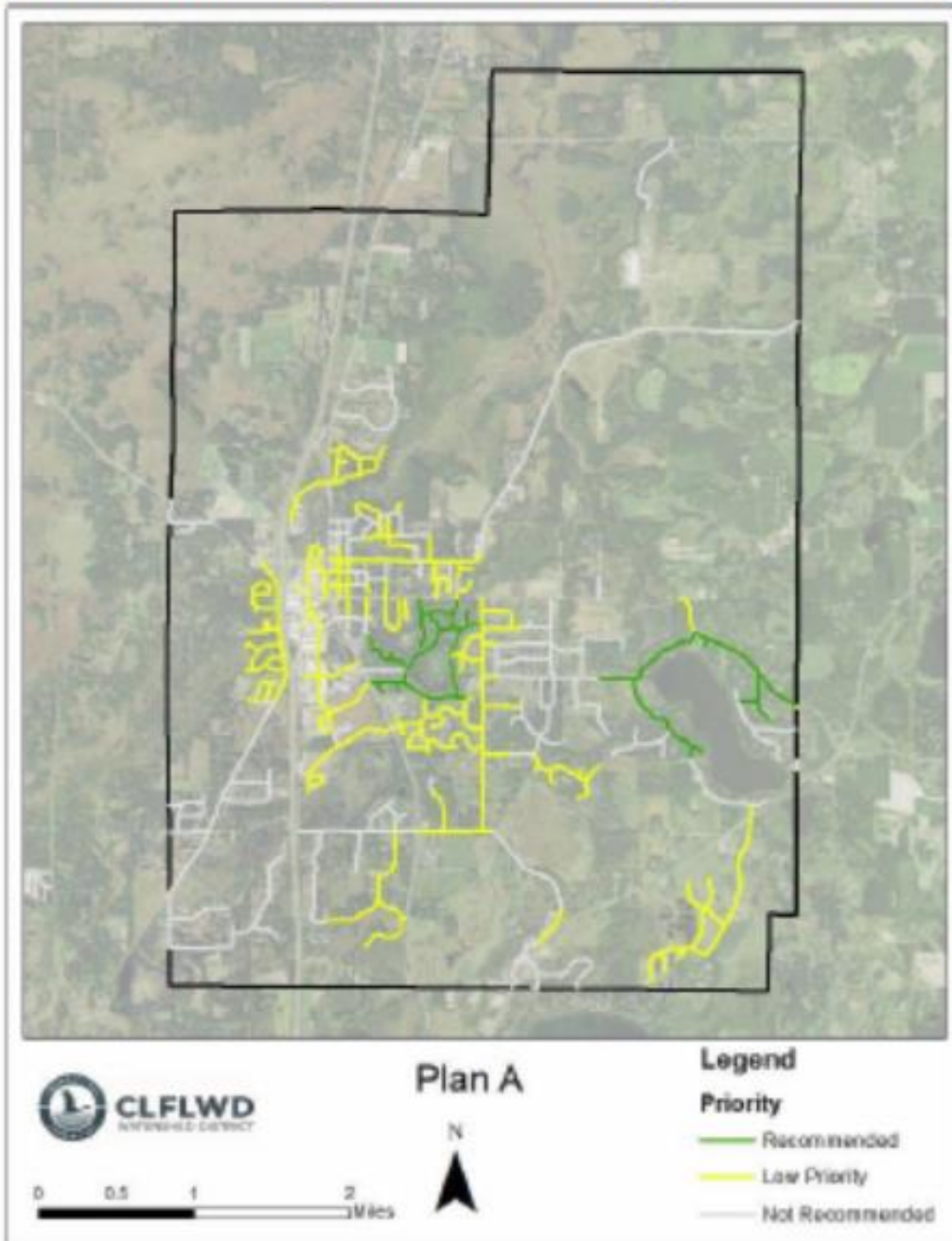
At the April 26, 2023 meeting the Lower St. Croix Steering committee approved funding for the city of Wyoming enhanced street sweeping for 3 years at a total amount of \$15,000. This would allow for a grant amount of \$5,000 per year for the agreement for the sweeping area as identified in Plan A. The enhanced street sweeping areas are no more than the city of Wyoming is currently completing and the funding will offset some of the costs of this street sweeping operations. The Plan A area map is attached to the agreement and identifies the recommended sweeping areas. The agreement has been reviewed by the city attorney for legal considerations.

Recommendation:

To approve an agreement for enhanced street sweeping between the City of Wyoming and The Comfort Lake Forest Lake Watershed District (CLFLWD)

PROJECT REQUEST FORM

Lower St. Croix Partnership – Watershed Based Implementation Funding



PROJECT REQUEST FORM

Lower St. Croix Partnership – Watershed Based Implementation Funding

To: Steering Committee **Date:** April 12, 2023
From: Comfort Lake-Forest Lake Watershed District
Subject: WBIF Project Request: Wyoming Street Sweeping Implementation

Table of Acronyms

CWMP: Comprehensive Watershed Management Plan	LSC: Lower St. Croix
SWCD: Soil & Water Conservation District	WD: Watershed District
WBIF: Watershed Based Implementation Funding	WMO: Watershed Management Organization

Eligible Project Sponsors

A sponsoring agency is required for each submitted project. The sponsor fills out this request. That agency must be a party to the Joint Powers Agreement for the implementation of the Lower St. Croix Comprehensive Watershed Management Plan. The sponsor, if the project is selected for funding, will enter into a subcontract with the Chisago Soil and Water Conservation District (SWCD) for project funding.

Description of Project (brief paragraph)

Comfort Lake-Forest Lake Watershed District staff completed the tree canopy assessment and enhanced street sweeping plan for the entirety of the City of Wyoming. The City of Wyoming proposes to sweep 12.5 curb miles four times per year (twice in spring, twice in fall), for a total of 50 curb miles swept per year. The proposed streets to be swept are included in the “Plan A” group as identified in the Wyoming Enhanced Street Sweeping Plan and attached maps. The City of Wyoming will track the movement of the sweeper with a GPS unit mounted on the sweeper. The City will track the weights and dates of material swept.

Chisago SWCD, as the LSC WP WBIF grant fiscal agent, will execute the cost share contract with the City of Wyoming. CLFLWD will serve as the technical representative.

Benefitted Waterbody Information (add rows for additional waterbodies if necessary)

Target waterbody	Sunrise River, Comfort Lake, Ashton Lake, Heims Lake
Waterbody area (acres)	Various
Watershed area (acres)	Various
DNR shoreline classification	Various
Description of the watershed and near-shore land uses	Various
Impairment status	Sunrise River impaired for dissolved oxygen, Escherichia coli (E. coli), fish bioassessments Comfort Lake impaired for nutrients
Protection or restoration	Both

PROJECT REQUEST FORM

Lower St. Croix Partnership – Watershed Based Implementation Funding

Project Details

Project Name	Wyoming Street Sweeping Implementation
Project Sponsor	CLFLWD
Additional Project Partner(s) (other than sponsor)	City of Wyoming
Project Location (lat/long, address, or description)	City of Wyoming
DNR Level 8 Subwatershed	DNR catchment IDs 3705200, 3704300, 3704400
Applicable WBIF Work Plan Activity	Activity 3 – Nonstructural (Urban) Implementation
Funding Specifically Allocated to this Project in Work Plan (if applicable)	Provide cost-share/incentives for implementing non-structural urban best management practices (e.g., enhanced street sweeping). Specific enhanced street sweeping targeting analyses will be performed for priority areas (see Activity 9 – Targeting Analyses).
Estimated Timeline	April 2023-December 2025 (three year contract)
Total Project Cost	\$15,000
Estimated Lifetime Project Cost (incl. O&M)	N/A
Requested Grant Funding	\$15,000 (paid in annual installments of \$5,000 over three years)
Match provided, match source (cannot be state funds)	\$0 (no match required; no match budgeted in WBIF work plan)
Target Waterbody (from CWMP Table 5-2, 5-3, 5-4)	Sunrise River (among others not listed in tables)
Est. Phosphorus Load Recovery by Sweeper	Proposed Sweeping Plan (Plan A, Option 2): 26.9 lb/yr
Est. Solids Load Recovery by Sweeper	Proposed Sweeping Plan (Plan A, Option 2): 74,903 lb/yr
Est. Phosphorus Load Reduction @ Target Waterbody	Phosphorus: ≤ 13.4 lb/yr Solids: $\leq 37,451$ lb/yr <i>Load recovery estimates are based on material removed from the street surface and do not reflect total load reductions to the downstream lakes. The actual load reduction to downstream water resources achieved through street sweeping is less than the total load recovery (generally 50% or less) and depends on the number and type of BMPs along the treatment train.</i>
Est. Solids Load Reduction @ Target Waterbody	
Calculation Tool Used	MPCA Street Sweeping Tool
Project Lifespan	Three-year contract
Annual Cost-Benefit (\$/lb phosphorus removed)	\$53.65/lb

Pre-Project Identification

Total phosphorus load entering target waterbody	Various
Total suspended solids load entering target waterbody	Various

PROJECT REQUEST FORM

Lower St. Croix Partnership – Watershed Based Implementation Funding

Major sources of nutrient loading	Urban development from cities of Forest Lake and Wyoming; ditched wetlands
P reduction required to achieve water quality goal	Sunrise River and Tributaries - Lake St. Croix TMDL P reduction goal: 18,306 lb/yr
Completed projects, load reduction	Other CLFLWD projects in the Sunrise River drainage (P reduction @ Sunrise River): Sunrise River/Hwy 61 Wetland Enhancement – Chisago Co. Petitioned Project (89 lb/yr phosphorus reduction); Bixby Park Water Quality Improvement Project – Chisago Co. Petitioned Project (206 lb/yr phosphorus reduction); Target Big Box Retrofits (11 lb/yr phosphorus reduction); Stormwater Management Permits (cumulative: 43 lb/yr)
Alternative projects, load reduction	Street sweeping is highly cost-effective and is a high priority water quality practice

List of Informational Attachments/Templates Included With Form:

1. WBIF Project Request Process Flow Chart
2. CWMP Priority Waterbody Maps
3. CWMP Appendix C – Project Targeting Criteria and Scoring Matrix (for [Activities 1 & 2](#))
4. Wetland Restoration Scoring Matrix (for [Activity 4](#))
5. Internal Analysis Request for Funding (for [Activity 8](#); filled out by applicant)
6. Internal Analysis Selection Criteria (for [Activity 8](#); filled out by subcommittee)
7. Targeting Analysis Scoring Matrix (for [Activity 9](#))

Required Attachments for Requesting Partner to Complete (check all that apply):

- ☒ Project Plans/Visual/Map (for all requests)
- ☐ Completed Appendix C Project Scoring Matrix (for [Activities 1 & 2](#))
- ☐ Completed Wetland Restoration Scoring Matrix (for [Activity 4](#))
- ☐ Completed Internal Analysis Request for Funding (for [Activity 8](#))
- ☐ Completed Internal Analysis Selection Criteria (for [Activity 8](#))
- ☐ Completed Targeting Analysis Scoring Matrix (for [Activity 9](#))

WBIF Work Plan Activity Color Coding
Implementation - BMPs/Restoration Activities
Implementation - Shared Services
Prioritization & Analysis
Administration

Submit this form and attachments to Angie Hong at (ahong@mnwcd.org) one week prior to the Steering Committee meeting.

PROJECT REQUEST FORM

Lower St. Croix Partnership – Watershed Based Implementation Funding

Steering Committee Roll Call Vote

Steering Committee roll call vote to recommend Comfort Lake-Forest Lake WD project for Lower St. Croix Watershed Based Implementation Funding in the amount of \$15,000 for the Wyoming Enhanced Street Sweeping Implementation.

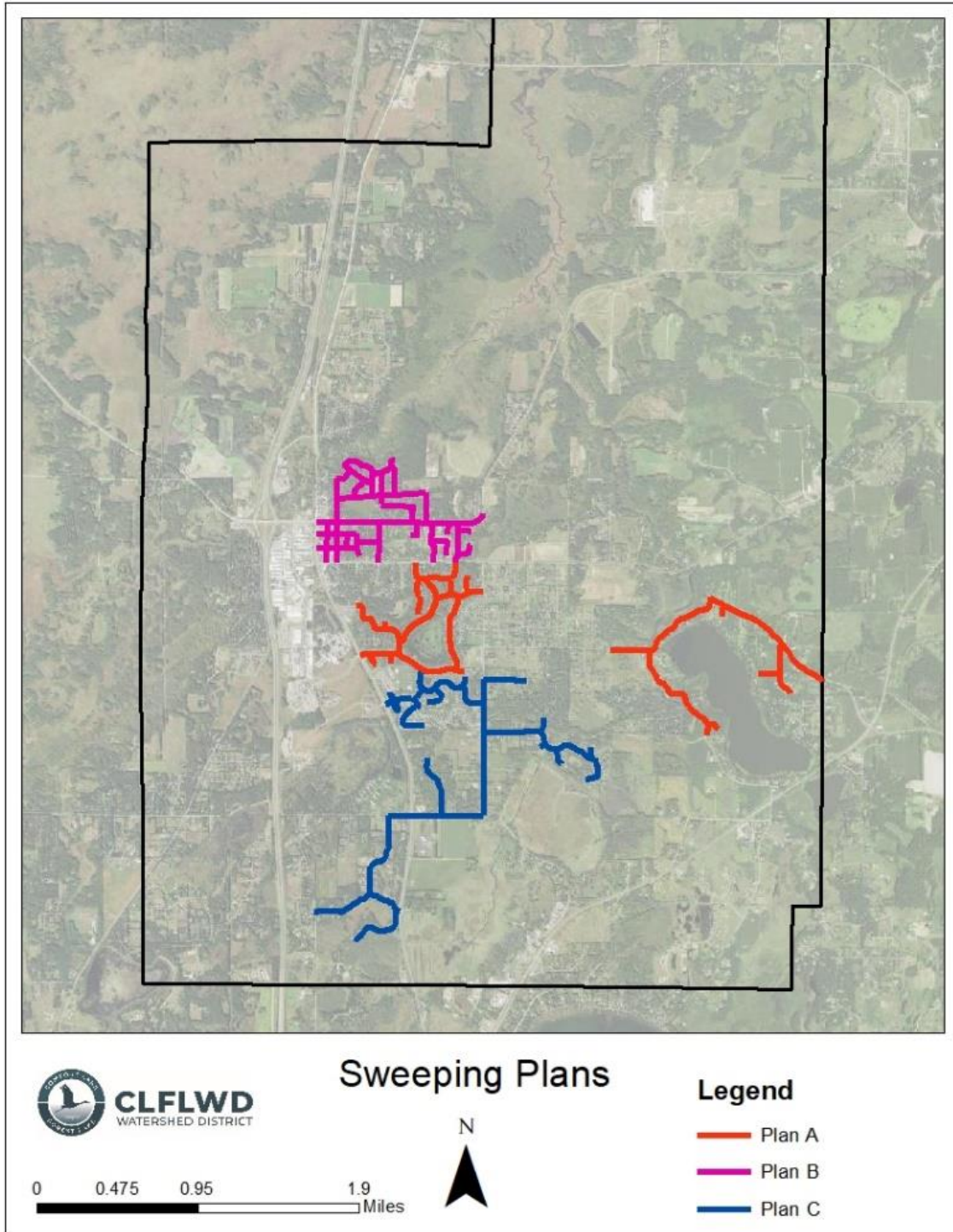
Organization	Aye	Nay	Absent
Anoka SWCD			
Brown's Creek WD			
Carnelian Marine St Croix WD			
Chisago County			
Chisago Lakes LID			
Chisago SWCD			
Comfort Lake Forest Lake WD			
Isanti County			
Isanti SWCD			
Middle St. Croix WMO			
Pine County			
Pine SWCD			
South Washington WD			
Valley Branch WD			
Washington CD			
Washington County			
TOTAL (need majority vote to pass)			

PROJECT REQUEST FORM

Lower St. Croix Partnership – Watershed Based Implementation Funding

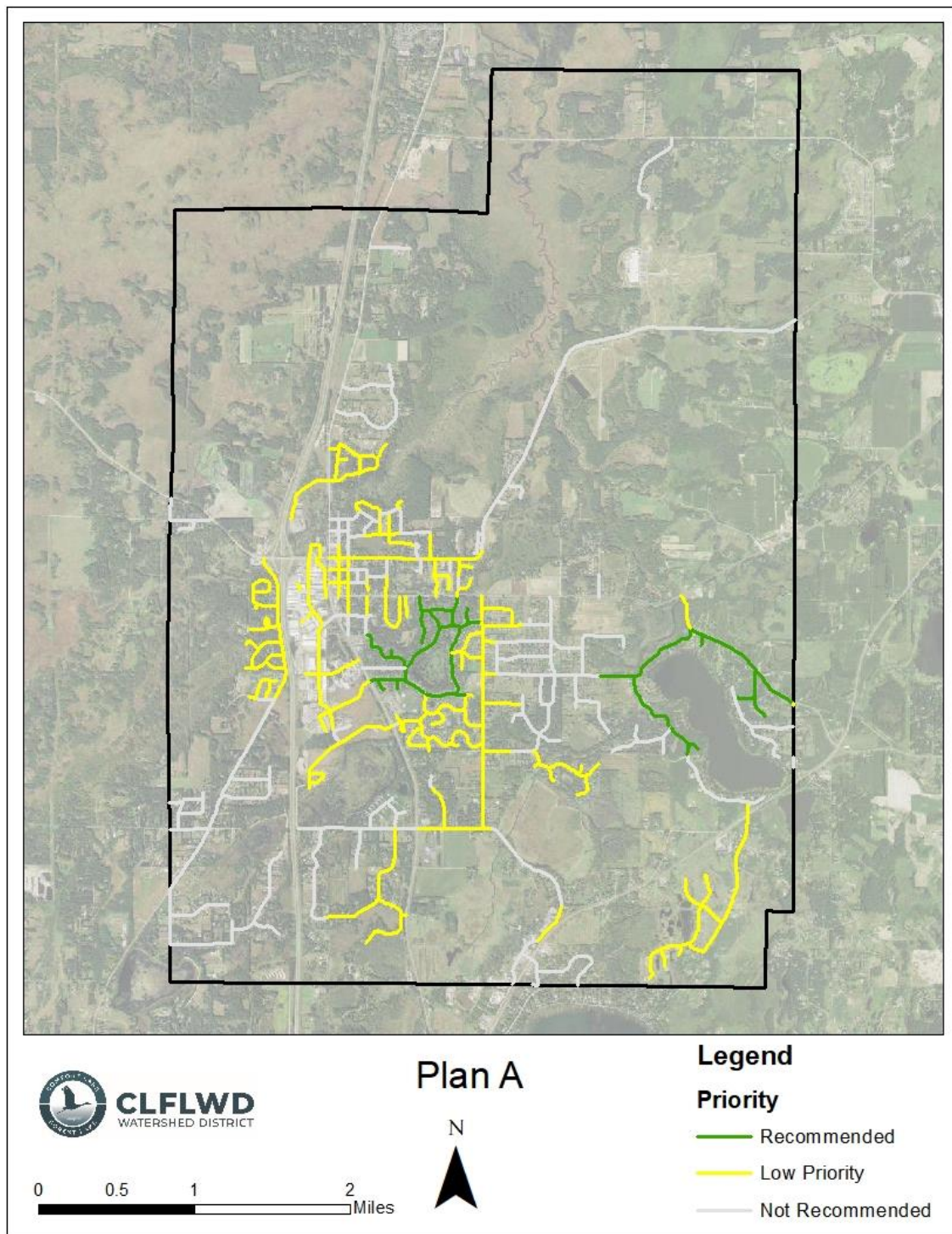
Attachment: Proposed Street Sweeping Maps

This proposal requests incentive funding to sweep the “Plan A” area 4x per year (twice in spring, twice in fall). Plan A encompasses 12.5 curb miles of roadway; swept 4x equals 50 curb miles per year.



PROJECT REQUEST FORM

Lower St. Croix Partnership – Watershed Based Implementation Funding



FLAT RATE CONSERVATION PRACTICE ASSISTANCE CONTRACT

General Information

Organization Chisago SWCD	Contract Number LSC WBIF NS Urban 23-02	Other state or non-state funds? Yes ☐ No ☒	Amendment ☐ Board meeting date(s):	Canceled ☐ Board meeting date:
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*If contract amended, attach amendment form(s) to this contract.

Applicant

Land Occupier Name City of Wyoming	Address PO Box 188, 26885 Forest Blvd	City/State Wyoming, MN	Zip code 55092
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* If a group contract, this must be filed and signed by the group spokesperson as designated in the group agreement and the group agreement attached to this form.

Conservation Practice Location

Township Name City of Wyoming	Township 33N	Range 21W	Section Urban Areas	1/4,1/4 "Plan A" streets per the Wyoming Enhanced Street Sweeping Plan, Figure 8
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Contract Information

I (we), the undersigned, do hereby request assistance to help defray the cost of completing the following practice(s) listed on the second page of this contract. It is understood that:

1. The land occupier is responsible for full establishment, operation, and maintenance of the practice(s) applied under this program to ensure that the conservation objectives are met and the effective life, a **minimum of 3 years**, is achieved. The specific operation and maintenance requirements for the conservation practice listed are described in the Operation and Maintenance Plan prepared for this contract by the technical assistance provider.
2. Should the land occupier fail to complete or maintain the practice(s) during the effective life, the land occupier is liable to the organization for up to 150% of the amount of financial assistance received to complete the practice(s) unless the failure was caused by reasons beyond the land occupier's control or if conservation practices are applied at the land occupier's expense that provide equivalent protection of the soil and water resources.
3. If title to this land is transferred to another party before expiration of the aforementioned effective life, it shall be the responsibility of the landowner who signed this contract to advise the new owner that this contract is in force and to notify other parties to the contract of the transfer.
4. Practice(s) must be planned and installed in accordance with technical standards and specifications of the: Minnesota Stormwater Manual.
5. Increases in the practice(s) units or cost must be approved by the organization board through amendment of this contract as a condition to increase the payments.
6. This contract, when approved by the organization board or, will remain in effect unless canceled or amended by mutual agreement. If practice(s) covered by this contract have not been completed by **11/30/2025** (date), this contract will be automatically terminated on that date.
7. Reimbursement requests must be supported by a completed Flat Rate Voucher Form.

Applicant Signatures

The land occupier's signature indicates agreement to:

1. Grant the organization's representative(s) access to the parcel(s) where the conservation practice(s) will be located.
2. Obtain any permits required in conjunction with the completion of the practice(s) prior to starting work on the practice(s).

3. Be responsible for the operation and maintenance of conservation practice(s) applied under this program in accordance with an Operation and Maintenance Plan prepared by the technical assistance provider.
4. Not accept any other state or federal funds for the practice(s) named in this agreement.

Date	Land Occupier
Date	Landowner, if different from applicant Address, if different from applicant information:

Conservation Practice

The primary practice for which assistance is requested is Enhanced Street Sweeping

Practice standard(s) or eligible component(s) Enhanced Street Sweeping	Engineered Practice ☐ yes or ☒ no Ecological practice ☐ yes or ☒ no	Units Curb mile
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Technical Assessment

I have the appropriate technical expertise and have reviewed the site where the above-listed practice(s) will be completed and deem the practice(s) needed and that the estimated quantities are practical and reasonable.

Date	Technical Assistance Provider Mike Sandager, CLFLWD Permitting Coordinator
------	--

Amount Authorized for Financial Assistance

The organization board has authorized the following for financial assistance: total not to exceed a rate of **\$100/curb mile.**

Board Meeting Date	Authorized Signature	Total Amount Authorized \$5,000/year for 3 years for a total of \$15,000
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Request for Council Action

Date: April 27, 2023

Presented to: Mayor Iverson and City Council Members

Presented by: Robb Linwood, City Administrator

Department: Administration

Reference: Water Meter Installation Service Agreement

Method: Consent Agenda

Background Information:

In 2022 the city council authorized a direct purchase and installation of the meters would be from Ferguson Waterworks. The city currently installs Neptune meters for new homes or replacements as they function with our AMI fixed system on the water towers. The new meters provide billing and public works with significantly more information than previous generations.

The council approved Ferguson Waterworks for the complete replacement of all remaining meters for \$443,905.00. Ferguson provides all the service from setting up appointments, installation of the meters, and installing the units into B&A. The city utilized \$250,000 from the 601 water reserves, \$150,000 from ARPA funds, and the remaining balance from the budgeted CIP that was set aside for 2022 from the Water (601) fund for the purchase and installation costs.

The City is upgrading all water meters due to the previous generation of water meters coming to end of life. The new metering system will provide real time information for water use. The new system will transmit readings multiple times each day and transmit error codes that will help to identify leaks or other problems to increase customer service. No personal information about a residents account is transmitted at any time because the water meter does not contain any data related to your account. The central data collectors receive the water meter readings and it is sent to the City's server using an encrypted data link. The readings are stored in the City's Utility Billing database where it is linked to a resident's account and a resident's bill is calculated. There is no cost for the replacement, but residents are required to have their water meter replaced. Water user fees will not be increased due to the project.

In May or early June the City of Wyoming will begin an approximate 4 to 5 month program to replace water meters in the city of Wyoming. Per the agreement Ferguson must complete the project by no later than the end of November 2023 per the installation agreement. The cost of the identified in the meter installation agreement for \$119,190.00 is inclusionary of the total price authorized by the city council of \$443,905.00. The installation agreement has been reviewed and approved by the city attorney.

Recommendation:

To approve an agreement between the City of Wyoming and Ferguson Waterworks for water meter installation services in the amount of \$119,190.00

Installation Services Agreement

WYOMING, MN. (“Buyer”) and **FERGUSON ENTERPRISES, LLC.** (“Seller”) enter into this Installation Services Agreement (“Agreement”) effective as of **APRIL 28, 2023.**

1. **SCOPE:** The terms and conditions stated herein (“Terms”) shall apply to all purchases of products and services made by or through the Buyer from the Seller on or after the effective date. No other terms and conditions or modifications contrary to the Terms set forth herein covering the services shall be effective unless accepted in writing and signed by a duly authorized officer of both parties. The parties acknowledge that standard business forms may be used to facilitate processing orders including but not limited to quotations, acknowledgements, invoices, purchase orders and delivery tickets jointly referred to as “Standard Form.” However, the Terms herein shall supersede any such terms and conditions that may appear on any such Standard Form other than scope of services, price, payment terms and delivery schedule, as set forth on Attachment A (as may be amended by the parties from time to time).

2. **LIENS:** Seller shall have no mechanic’s lien rights.

3. **COMPLIANCE WITH LAWS/REGULATIONS:** Seller shall abide by workplace safety regulations, including OSHA regulations as applicable. MSDS, if applicable, shall be made available upon request of Buyer. Seller certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments and that it does not permit and will not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. Seller certifies further that its services are performed in compliance with the Fair Labor Standards Act of 1938, as amended. Seller is not and shall not be bound by or liable under or pursuant to any prime contract or similar agreement, specification or requirement between Buyer and any third party, including, but not limited to, the owner of any property.

4. **INSURANCE/BONDS:** Seller shall maintain all insurance as required by law and shall not allow such coverage to lapse. Seller agrees to maintain 1) Worker’s Compensation coverage as required by applicable state law, 2) \$4 million in general liability insurance, and 3) \$5 million in automobile liability coverage. At any time, Buyer may request certificate of insurance indicating coverage in effect. Seller is not bound to pay any premium or other fee to an OCIP or CCIP type insurance program. Unless expressly provided in Seller’s quotation to Buyer, payment and performance bonds are not to be provided by Seller.

5. **INDEMNIFICATION:** Seller in the performance of work or services pursuant to this Agreement, shall indemnify, defend, and hold harmless the Buyer and its officials, employees, contractors and agents from any loss, claim, liability, and expense (including reasonable attorneys’ fees and expenses of litigation) to the extent caused in whole, or in part by the negligent act or omission by Seller, its officers, employees, subcontractors, and agents, or any other person engaged by Seller in the performance of work or services pursuant to this Agreement. In no event shall Buyer be liable to Seller for consequential, incidental, indirect, special, or punitive damages. Nothing in this Agreement shall constitute a waiver or limitation of any immunity or limitation on liability to which Buyer is entitled under Minnesota Statutes, Chapter 466 or otherwise.

6. **WARRANTY:**

a) **INSTALLATION WARRANTY:** For those products installed by Seller, for a period of one (1) year from installation or first use or occupancy by end user (whichever occurs later and in no event longer than eighteen (18) months from date of installation), Seller warrants that services performed by Seller hereunder shall be provided in a professional and workmanlike manner and in full compliance with local code. Upon receipt of notice from Buyer that installation services were not performed in accordance with the limited warranty herein, Seller shall re-perform the services. This Installation Warranty does not apply if there is evidence of abuse, acts of God or misuse by Buyer or a third party.

b) **PRODUCT WARRANTY:** All manufacturers’ warranties shall be made available to Buyer or end user. Seller shall coordinate manufacturer warranty service with the end user at Buyer’s request. The sole warranty applicable to installation service provided (as applicable) is delineated as Installation Warranty (see above). Product warranties are solely from the respective manufacturer. With respect to the underlying products, **THE BUYER’S SOLE AND EXCLUSIVE WARRANTY IS THAT PROVIDED BY THE PRODUCT’S MANUFACTURER. SELLER HEREBY DISCLAIMS ALL EXPRESSED OR IMPLIED WARRANTIES, WHETHER IMPLIED BY OPERATION OF LAW OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS OR FITNESS FOR A PARTICULAR PURPOSE. UNDER NO CIRCUMSTANCES, AND IN NO EVENT, WILL SELLER BE LIABLE FOR PERSONAL INJURY OR PROPERTY DAMAGE OR ANY OTHER LOSS, DAMAGE, COST OF REPAIRS OR INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES RELATED TO THE**

UNDERLYING PRODUCTS PROVIDED. All manufacturers' warranty and service obligations shall be for the benefit of the Buyer or end user.

7. **SCHEDULE:** Buyer shall provide schedule updates to Seller and Seller requests a minimum of thirty (30) days advance notice for shipment/scheduling changes. Buyer and Seller shall coordinate the scheduling of all activities. Seller shall perform all work during normal business hours. Buyer requests for Seller to work overtime are subject to price adjustment to be mutually agreed.

8. **BUYER'S OBLIGATIONS:**

a) Buyer shall at its own expense apply for and obtain any permits and inspections required for the installation and/or use of the products and services.

b) Buyer shall work with the private property owners to provide Seller with access to job site and facilities deemed necessary by Seller to provide the products and services.

c) Buyer must identify any overhead surface or underground wire cable, pipe, conduit, channel or other obstruction or impediment that could adversely affect, restrict or prevent Seller's provisions of the products and services.

d) Buyer must appoint an contact for the Seller consultant or project manager furnishing the products and services. This contact, or designated alternate, must be available on site or by phone at all times that products and services are being provided by Seller. Buyer contact must have the authority to resolve matters and coordinate the resolution of any problems.

e) If during the performance of its obligations under the assignment, Seller or Seller's subcontractors encounter asbestos or other such hazardous substances or conditions, Seller or Seller's subcontractors will promptly cease work activities and notify Buyer. Seller or Seller's subcontractors are not required to continue performance before the removal or containment of such substances. In the event that the property owner does not provide for the removal or containment of such substance and Seller deems in its reasonable discretion that the physical conditions are unsafe, Seller may refuse to complete the work at the location(s) in question.

f) Buyer shall be solely responsible for verification and approval of all materials, equipment, supplies and related products (and quantities of same) ordered relating to the products and services. Upon completion, Buyer shall inspect the products and services within a reasonable time of delivery of the service, which time shall not to exceed five (5) business days.

g) Buyer shall perform any test reasonably necessary to determine faulty workmanship or installation.

h) Buyer shall provide Seller notice of rejection within five (5) days of the service date of any faulty workmanship or installation. After the five (5) day period, Buyer shall be deemed to have irrevocably accepted the products and services, if not previously accepted. After such acceptance, Buyer shall have no right to reject the products or services for any reason or to revoke acceptance. Buyer hereby agrees that such five-(5) day period is a reasonable amount of time for such inspection and rejection.

9. **RETURNS:** The sole and exclusive remedy for merchandise alleged to be defective in workmanship or material will be the repair or replacement of the merchandise, subject to the manufacturer's inspection and warranty. Buyer may return any product which Seller stocks with no restocking charge if: (i) it is in new condition, suitable for resale in its undamaged original packaging and with all its original parts, (ii) it has not been used, installed, modified, rebuilt, reconditioned, repaired, altered or damaged, and (iii) will not cause an overstock condition at Seller's servicing facility. Buyer's surplus job returns, and those not meeting the above conditions, will be evaluated on an individual basis after Buyer has contacted Seller. Special orders or non-stock items may be returned only if the manufacturer will accept the return, subject to restock, shipping, and handling fees

10. **MANUFACTURER DOCUMENTATION:** Manufacturer's Product Data, Literature, Shop Drawings, and Submittals to be provided to Buyer upon request. Owner's manuals and similar end-user documentation shall be provided to Buyer, or placed in dwelling unit, as per request.

11. **PAYMENT TO SELLER:** Buyer agrees to pay for the services set forth on Attachment A according to the Seller's payment terms. In the event Buyer fails to make any payment to Seller when due, Buyer's entire account(s) with Seller shall become immediately due and payable without notice or demand. All past due amounts are subject to service charges at the rate agreed upon by the parties, otherwise at the maximum contract rate permitted by law. There shall be no retainage. Seller reserves the right to rescind the extension of credit to Buyer should Buyer's account become delinquent or should there be a change in the Buyer's creditworthiness (Seller to be the sole determiner of creditworthiness of

Buyer). Should Seller pursue collection due to non-payment by Buyer, Buyer does hereby agree to reimburse Seller all costs of collection, including attorney fees.

12. **SCHEDULE:** Seller will make a good faith effort to meet the estimated delivery schedule set forth in Attachment A. Local resource availability may affect the ability of Seller to deliver services in some locations. Therefore, Seller assumes no responsibility or liability and will accept no backcharge for loss or damage due to delay or inability to perform, whether or not such loss or damage was made known to Seller.

13. **FORCE MAJEURE:** Seller shall not be responsible for non-performance caused by acts of God, war, labor difficulties, accidents, inability to obtain materials, delays of carriers, contractors or suppliers or any other causes of any kind whatever beyond the control of Seller. Under no circumstances shall Seller be liable for any special, consequential, incidental or indirect damages, losses or expense (whether or not based on negligence) arising directly or indirectly from delays or failure to give notice of delay.

14. **TAXES:** The amount of any sales, excise or other taxes, if any, applicable to products or installation services shall be added to the purchase price and shall be paid by Buyer unless Buyer provides Seller with an exemption certificate acceptable to the taxing authorities.

15. **SET-OFF:** Buyer shall not be entitled to set-off any amounts due Buyer against any amount due Seller in connection with this transaction.

16. **SEVERABILITY:** These terms and conditions of sale shall not be construed against the party preparing them, but shall be construed as if all parties jointly prepared these terms and conditions of sale and any uncertainty or ambiguity shall not be interpreted against any one party. If any provision hereof is held to be illegal, invalid or unenforceable under any present or future laws, such provision shall be fully severable and the terms and conditions herein shall be construed and enforced as if such illegal, invalid or unenforceable provision had never been made a part hereof. The remaining provisions herein shall remain in full force and effect and shall not be affected by such illegal, invalid or unenforceable provisions or by their severance herefrom.

17. **ASSIGNMENT AND SUBCONTRACTING:** Seller shall not assign this contract except to an affiliate owned and controlled by or under common ownership and control with Seller. Seller may subcontract installation services upon notice to Buyer. In the event Seller subcontracts installation services, each subcontractor shall be required to meet the insurance requirements set forth herein and Seller shall remain liable for all obligations hereunder notwithstanding such subcontracting.

18. **INDEPENDENT CONTRACTOR:** All services provided pursuant to this Agreement shall be provided by the Seller as an independent contractor and not as an employee of the Buyer for any purpose. Any and all officers, employees, subcontractors, and agents of the Seller, or any other person engaged by the Seller in the performance of work or services pursuant to this Agreement, shall not be considered employees of the Buyer. Any and all actions which arise as a consequence of any act or omission on the part of the Seller, its officers, employees, subcontractors, or agents, or other persons engaged by the Seller in the performance of work or services pursuant to this Agreement, shall not be the obligation or responsibility of the Buyer. The Seller, its officers, employees, subcontractors, or agents shall not be entitled to any of the rights, privileges, or benefits of the Buyer's employees, except as otherwise stated herein.

19. **ENTIRE AGREEMENT:** This document along with Buyer's Credit Application with Seller and Seller's Bid/Quotation and Invoice constitutes the entire, complete, and exclusive agreement between the parties with respect to the subject matter hereof and contains all the agreements and conditions of sale. No course of dealing or usage of the trade shall be applicable unless expressly incorporated herein. The terms and conditions contained herein may not be added to, modified, superseded or otherwise altered except by a written modification signed by the facility manager of the Seller's servicing location. All transactions shall be governed solely by the terms and conditions contained herein.

20. **DATA PRACTICES ACT COMPLIANCE:** Data provided, produced or obtained under this Agreement shall be administered in accordance with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. The Seller will immediately report to the Buyer any requests from third parties for information relating to this Agreement. The Seller agrees to promptly respond to inquiries from the Buyer concerning data requests.

21. **CIVIL RIGHTS:** The provisions of Minn. Stat. § 181.59 and of any applicable ordinance relating to civil rights and discrimination shall be considered part of this Agreement as if fully set forth herein, and shall be part of any agreement entered into by the parties with any contractor subcontractor, or material suppliers."

22. **GOVERNING LAW:** This transaction shall be governed in all respects by the laws of state where delivery occurred or was scheduled to occur (excluding choice of law provisions).

23. **AGREED:** The parties have read, understood, and agree to the terms and conditions herein as evidenced by the signature of their authorized representatives below. This Agreement shall continue in effect unless terminated in writing by either party.

CITY OF WYOMING, MN. (BUYER)

By: _____

Printed Name: _____

Title: _____

Date: _____

FERGUSON ENTERPRISES, LLC. (SELLER)

By: _____

Printed Name: BRADLEY KLEIN

Title: _____

Date: _____

Attachment A

Services/Scope of Services:

Installation Service of a new Neptune Water Meter and R900 V4 covers a standard installation meeting the following conditions:

- 1) The water meters will be located inside homes or businesses with adequate access, or if access is restricted, Seller will be able to obtain access from the property owner with one week of request during normal business hours.
- 2) Meter access will not subject Seller's employees to dangerous or unsafe working conditions.
- 3) Seller will not be required to move customer's belongings.
- 4) Seller will not be required to repair or replace pipe due to corrosion, existing damage, plumbing irregularities, substandard conditions or existing connections not in conformity to current building codes.
- 5) No additional labor or groundwork will be needed to access meters, including but not limited to cutting, removal and replacement of asphalt or tree roots.
- 6) Seller will install the R900 unit on the exterior of the building at an appropriate location and run wire to the meter.
- 7) If an R900 cannot be installed on the exterior of the building, the R900 will be mounted on the inside surface of an exterior wall, or as close to an exterior wall as possible, and/or as high as possible.
- 8) The R900 unit will be directly wired to the meter with a maximum of (1) properly installed splice.
- 9) Once the radio unit is installed, Seller will perform a test reading from the street outside the home/business, to ensure that the meter register is adequately communicating with the mobile reading system.
- 10) **Seller will provide up to three (3) unique notifications to each property's physical address. If, after the 3rd notification, the customer has failed to schedule a meter replacement appointment within 14 days, the account will be turned back to the Buyer, so that, within one week's time, the Buyer can perform a water shutoff for non-compliance. If the Seller is still not able to gain access to the meter within a week of turning the account back to the Buyer, the Seller is relieved of any further work and the Buyer assumes full responsibility for completing the meter replacement. This will be used as the Milestone for Substantial Completion.**
- 11) Seller will create and deploy a website specifically for the water meter change-out customers. This web page will incorporate a scheduling link, FAQ's, and installer pictures.
- 12) Seller will provide a Call Center and a Toll-Free number that customers can call to schedule installation appointments, to ask questions concerning the project, or to report problems concerning installations. The Call Center incorporates an automatic call distribution system capable of receiving and queuing calls, routing calls to waiting agents, and collection and reporting of data on call volumes, waiting times, and duration of the call. The
- 13) Seller will also offer an online scheduling feature which is very convenient to residents.
- 14) Seller will use its proprietary inventory management system to provide 100% accountability of assigned meters at all times.
- 15) Seller will supply an automated installation information management process, so that little or no information has to be captured or entered manually. This will include an automatic file being generated for upload back into the Utility Billing Software. (Note: All charges for the Utility Billing Company to accept an automated file are the Buyer's responsibility.) All up-to-date meter change-out information is available to City staff via a secure website.
- 16) Seller will perform background checks for all staff that will work on the project.
- 17) The Seller's management team will be responsible for all work orders. Each work order will include, at a minimum: customer address, account number, existing meter number, meter size, geo- positioning, MIU/MXU ID number, and new meter number.
- 18) Seller will capture GPS positioning at the front door of the property or in close proximity to the meter, with 3-5 meter accuracy, using geo-positioning software. All collected GPS data has the

- 19) Ability to link to the Buyer's GIS and be provided in a shape file. The following information will be included in the geo-coded data:
- 20) Water meter account number
- 21) Address
- 22) New Meter MIU/MXU numbers
- 23) Other information can be discussed and negotiated.
- 24) Seller will take a minimum of three (3) pictures of each install - Before, Final Reading, and After. The pictures will be labeled by account number and posted to an FTP Site for City retrieval.
- 25) Seller strives to leave all installation sites in a clean and neat condition, equal to or better than the original condition of the site.
- 26) Upon initial installation of the MIU, Seller will verify the MIU/MXU reading from the street and record it in the database for later review by Buyer's staff.
- 27) Should Seller receive a call or complaint from a customer or the Buyer regarding installation, Seller will immediately log the call, including caller's name, address, account number if available, date and time of call, nature of problem, and the action taken. All complaints will be forwarded to the Buyer's project liaison within 12 hours from the time of the complaint.

In the event Seller determines that any potential radio installation is not a standard radio installation, the Seller will immediately bring the matter to the attention of the Buyer's representative who will inspect the condition and advise Seller on how to proceed. If additional work is requested by Owner, such work will be completed at an agreed upon hourly rate plus materials. In the event such additional work requires a license not required for a standard meter installation, then the Buyer will be responsible for engaging the services of a contractor to perform such work prior to Seller proceeding with the meter installation.

Pricing and Payment Terms:

Payment terms are net 10th Prox. See Attachment B for installation pricing.

Delivery Schedule:

Meters and Radios to be onsite.

Contract Times:

Time of the Essence

- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

Contract Times: Days

- B. The Work will be substantially completed on or before November 30, 2023. Substantial Completion will occur when Attachment A.10 has been completed.
- C. The Work shall be completed and ready for final payment within 30 days after Substantial Completion.

Liquidated Damages

- D. Seller and Buyer recognize that time is of the essence as stated above and that Buyer will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Buyer if the Work is not completed on time. Accordingly, instead of requiring any such proof, Buyer and Seller agree that as liquidated

damages for delay (but not as a penalty):

- 1. Substantial Completion:** Seller shall pay Buyer \$250.00 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion until the Work is substantially complete.
- 2. Completion of Remaining Work:** After Substantial Completion, if Seller shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Seller shall pay Buyer \$250.00 for each day that expires after such time until the Work is completed and ready for final payment.
- 3. Liquidated damages for failing to timely attain Substantial Completion and final completion** are not additive and will not be imposed concurrently.

Attachment B**Pricing**

Description	Unit	Est. Qty.	Unit Price	Total Price
Installation Service of a new 5/8"-1" Neptune Water Meter and R900 V4 (Outside Mount Preferred)	Ea.	1290	\$85.00	\$109,650.00
Installation Service of a new 1 1/2"-2" Neptune Water Meter and R900 V4 (Outside Mount Preferred)	Ea.	22	\$280.00	\$6,160.00
Installation Service of a new 3" Neptune Water Meter and R900 V4 (Outside Mount Preferred)	Ea.	1	\$380.00	\$380.00
Installation Service to Freeze Service Line	Ea.	25	\$120.00	\$3000.00
TOTAL CONTRACT PRICE				\$119,190.00



Request for Council Action

Date: May 2, 2023

Presented to: Mayor Iverson and City Council Members

Presented by: Joe Keding, Acting Public Works Superintendent

Department: Public Works

Reference: Authorization to hire contractor for supplemental pothole filling

Method: Consent Agenda

Background Information:

The spring of 2023 has proven to bring an extraordinarily high number of potholes requiring maintenance. To this point this spring the Public Works crew has put down almost 80 ton of patch material in effort to meet the needs of our streets. There is still a tremendous amount of work to be done and staff has brought in contractors to look at some areas and provide time and material quotes. Staff feels the utilization of a contractor to supplement the patching activities of the Public Works group will help expedite this maintenance activity to help get our streets back into form in the most expedient manner possible.

Staff sought out quotes from the following four contractors:

- Bituminous Roadways
- Interstate Companies
- P.A Schifsky
- Prefer Paving

Prefer Paving and Bituminous Roadways came back with the lowest price for this project at \$300 per ton. Prefer Paving has immediate availability to begin the and is the best selection to meet our needs at this point. The quote from Prefer is for time and material, not to exceed 100 ton of material used in repairs or \$30,000. Prefer will be able to prepare and start repairs upon council approval.

Recommendation: Staff recommends the approval of contracting with Prefer Paving to begin pothole repairs up to 100 ton of material and not to exceed \$30,000.00



CITY OF WYOMING

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



MAILING ADDRESS:
PO BOX 709
RUSH CITY, MN 55069
651-464-6883
FAX: 320-358-3952

DATE: 4-10-23

CUSTOMER INFORMATION:	DIRECTIONS:
City of Wyoming Attn Joe Keding L 651-955-1348 Jkeding@wyomingmn.org	
<u>JOB DESCRIPTION:</u> Overlay Process- Mill down 1-2" along edges of existing pavement. Saw cut and remove any existing asphalt or concrete necessary for adequate drainage. Clean and sweep all loose debris. Hand patch any holes if needed. Apply hot tack coat. Paver lay (overlay) 2" SP9.5 hot mix asphalt wear coarse. Vibratory pneumatic and smooth steel drum rollers provide a smooth and durable wear surface! Hand Patch City Streets Per Joe City shall sweep in front of crews \$300/per ton Not to exceed 100 ton	

OPTIONAL UPGRADES

- | | |
|---|----------|
| ☐ DRIVEWAY EDGING | \$ _____ |
| ☐ LANDSCAPING | \$ _____ |
| ☐ CONCRETE/FOUNDATION WORK | \$ _____ |
| ☐ TOPSOIL \$300.00 PER LOAD | \$ _____ |
| ☐ STRIPING | \$ _____ |
| ☐ RECYCLE/GRAVEL \$350.00 PER LOAD | \$ _____ |
| ☐ RETAINING WALL | \$ _____ |
| ☐ OTHER: | \$ _____ |

CUSTOMER INITIALS: _____

TOTAL \$ _____

CHANGES:

CUSTOMER INITIALS: _____

ACCEPTANCE OF PROPOSAL:

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work specified. Payment will be as outlined.

Prefer Paving Inc hereby warrants to Owner and/or Contractor that all workmanship performed, materials supplied and equipment furnished by the Agreement/Estimate will have a warranty for a period of 1 year from when the job was completed.

Owner must contact Prefer Paving within 15 days of first knowledge of any defects or failure. Prefer then will meet the owner and assess the issue and determined if it is covered under normal warranty standards. If the issue is covered under the warranty standards then Prefer will discuss a reasonable time frame to fix the issue. Physical damage to the asphalt caused by shovels, picks, plow blades, etc., are not covered by your warranty. We also suggest using sand or kitty litter on ice when necessary. These materials will provide traction to prevent slipping while avoiding damaging the asphalt. The warranty does not apply to work that has been subjected to accident or abuse or any alterations of the project not performed by Prefer Paving.

We agree to give Prefer Paving, Inc. at least (7) days notice prior to commencing work. Pursuant to this proposal the buyer is agreeing to be liable for payment for the work performed and all cost of collection, including all attorneys' fees, plus interest. Interest will accrue on the invoices starting 60 days of the invoice date, and will be accrued at the rate of 1.5% per month (18% APR).

All work to be completed in a workman-like manner according to standard practices. Any alteration or deviation from above specifications involving extra cost will be executed only upon written orders, and can be an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, weather or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

NOTICE TO OWNER CONCERNING LEIN RIGHTS

(a) ANY PERSON OR COMPANY SUPPLYING LABOR OR MATERIALS FOR THIS IMPROVEMENT TO YOUR PROPERTY MAY FILE A LIEN AGAINST YOUR PROPERTY IF THAT PERSON OR COMPANY IS NOT PAID FOR THE CONTRIBUTION.

(b) UNDER MINNESOTA LAW, YOU HAVE THE RIGHT TO PAY PERSON WHO SUPPLIED LABOR OR MATERIALS FOR THIS IMPROVEMENT DIRECTLY AND DEDUCT THIS AMOUNT FROM OUR CONTRACT PRICE , OR WITHHOLD THE AMOUNTS DUE TO THEM FROM US UNTIL 120 DAYS AFTER COMPLETION OF THE IMPROVEMENT UNLESS WE GIVE YOU A LIEN WAIVER SIGNED BY PERSON WHO SUPPLIED ANY LABOR OR MATERIAL FOR THE IMPROVEMENT AND WHO GAVE YOU TIMELY

ADDITIONAL CHARGES CAN APPLY IF:

- ✓ ASPHALT REMOVALS ARE MORE THAN 3" THICK AND CONCRETE REMOVALS ARE MORE THAN 4" THICK
- ✓ STEEL OR RE-BAR ARE RE-INFORCING CONCRETE
- ✓ ANY FOREIGN OBJECTS ARE FOUND IN DRIVEWAY SUCH AS STUMPS, GARBAGE ECT...
- ✓ JOBSITE IS NOT CLEARED FOR ADEQUATE WORK SPACE/PARKING
- ✓ ADDITIONAL SQUARE FOOTAGE IS ADDED

****NO TESTING, SURVEYORS LAYOUT, PERMITTING, BONDING**

****NO CONCRETE PUMPING, WINTER CONDITIONS
UNLESS OTHERWISE NOTED IN PROPOSAL**

PROJECT AMOUNT: \$ _____

UPGRADES/CHANGES: \$ _____

TOTAL AMOUNT DUE DAY OF COMPLETION: \$ _____

NOTE: THIS PROPOSAL MAY BE WITHDRAWN IF NOT ACCPETED WITHIN 30 DAYS OF THE PROPOSAL DATE



JOHNNY MOLD
651-775-3078
JOHNNY@PREFERPAVING.NET



CUSTOMER SIGNATURE

RESOLUTION NO. 23-05-44

**A RESOLUTION APPROVING CONTRACTING WITH PREFER PAVING TO BEGIN
POTHOLE REPAIR WITH COSTS NOT TO EXCEED \$30,000.00**

WHEREAS, The spring of 2023 has proven to bring an extraordinarily high number of potholes requiring maintenance. To this point this spring the Public Works crew has put down almost 80 ton of patch material in effort to meet the needs of our streets; and

WHEREAS, There is still a tremendous amount of work to be done and staff has brought in contractors to look at some areas and provide time and material quotes. Staff feels the utilization of a contractor to supplement the patching activities of the Public Works group will help expedite this maintenance activity to help get our streets back into form in the most expedient manner possible; and

WHEREAS, Staff sought out quotes from four contractors; and

WHEREAS, Prefer Paving and Bituminous Roadways came back with the lowest price for this project at \$300.00 per ton. Prefer Paving has immediate availability to begin the and is the best selection to meet our needs at this point.

WHEREAS, The quote from Prefer is for time and material, not to exceed 100 ton of material used in repairs or \$30,000.00. Prefer will be able to prepare and start repairs upon council approval.

NOW THEREFORE BE IT RESOLVED that the City of Wyoming approves contracting with Prefer Paving to begin pothole repairs up to 100 ton of material and not to exceed \$30,000.00.

This resolution was adopted by the City Council of the City of Wyoming on the 2nd day of May 2023.

Lisa Iverson, Mayor

ATTEST:

Robb Linwood, City Administrator/Clerk

(seal)



April 27, 2023

Mayor Iverson and City Council Members

Re: Public Safety Activity Report – May 2, 2023, City Council Meeting

Police Update

Hiring Process

We continue to accept applications for the vacant police officer position and are conducting interviews as they are received. We have been reaching out to local students that live in the community to try to bring them in as Police Reserves to build the bench for future retirements. This is our best bet for making connections for our future police officer positions.

Recruitment Event

Officer Rachel Columbus and Officer Trevor Minor attended a career fair at Fond du Lac Tribal and Community College on April 19, 2023. Unfortunately, it was not a very productive day aside from seeing what other departments are doing for recruitment efforts.

Fire Update

Narcan/Naloxone for Fire Service

Over the summer, the fire service will be trained to administer Narcan (naloxone) for responding to overdose medical emergencies. Up to this point, police officers were trained in the administration of the medication but our medical director with M Health has agreed to allow our firefighters to carry and administer the drug. This is a great additional tool for our responders to help our community members.

Advance Airway for EMS First Responders

Our Fire Department first responders have been approved by our medical director to utilize an advanced airway to better manage the patient's airway prior to M Health EMS responding to the scene. This is a great addition to the training and equipment our fire department carries and allows our staff to better help our community members in medical emergencies.

Upcoming Community Outreach Events

- May 20, 2023 – Bike Rodeo @ Wyoming Elementary School
- June 3, 2023 – Touch a Truck @ Wyoming PD
- June XX, 2023 – Elder Fraud Presentation @ First State Bank of Wyoming



PUBLIC SAFETY

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

- August 1, 2023 – Night to Unite @ Goodview Park



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



April 28, 2023
Honorable Mayor and City Council
City of Wyoming
26885 Forest Boulevard
Wyoming, MN 55092

RE: MAY 2, 2023 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 Bingham Site

The sheetrock, insulation, framing and mechanical rough-ins have been approved for the south tenant finish has been issued. A temporary Certificate of Occupancy has been issued for the north unit.

Hallberg RV Storage Site

A temporary Certificate of Occupancy has been issued for the four buildings. The remaining site work to be completed in the spring includes pavement and final landscape plantings.

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.

Planning Commission

The Planning Commission is reviewing the Zoning Ordinance section on Architectural Standards.

Sincerely,

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

April 26, 2023

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

Delivered via Email

Re: City of Wyoming
Status Update for the Period of – April 14, 2023 – April 26, 2023

Dear Robb:

Our office is reviewing City contracts and continues to field general legal questions as requested by City staff while serving 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



Engineer's Report

April 28, 2023

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

Re: May 2, 2023, City Council Meeting
WSB Project No. 021007-000

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.

Fallbrook Avenue and 264th Street Improvement Project

Staff has now met with each of the property owners to discuss the project. This is in lieu of our traditional neighborhood meetings. Staff has now finalized the feasibility study based on feedback received. We expect that the council will receive the feasibility study in May and set the public hearing for June.

East Viking Boulevard (Fenwick to Glen Oak) and Bridge No. 13J22

Bids for the project were received April 13th and are as follows:

Bids Opened: Thursday, April 13, 2023, at 2:00 pm

Contractor	Bid Security (5%)	BASE BID	ALTERNATE 1 Bridge 13J22	ALTERNATE 2 Bituminous Overlay	Grand Total Bid BASE+ ALT 1 & 2
1 Dresel Contracting, Inc.	x	\$1,846,621.16	\$788,232.64	\$150,858.00	\$2,785,711.80
2 Park Construction Co	x	\$2,228,311.70	\$786,258.70	\$141,887.00	\$3,156,457.40
3 Bituminous Roadways	x	\$2,388,017.00	\$1,123,036.40	\$156,080.10	\$3,667,133.50
4 Peterson Companies	x	\$2,421,628.18	\$936,034.75	\$173,777.70	\$3,531,440.63
Engineer's Opinion of Cost		\$2,449,188.00	\$888,515.50	\$209,240.00	\$3,546,943.50

Staff worked with MNDOT on bridge funding due to higher construction and material costs than at the time the bridge bonding application had gone in years ago. Staff was seeking additional bridge bond funds to cover eligible construction costs that exceed what we were previously granted. All eligible bridge items are now fully funded and totals nearly \$500,000.

We will bring bids and a recommendation of award of contract at the May 2nd City Council meeting. The contractor intends on moving forward with starting construction mid-May. Staff will also be prepared to discuss what assessments look like with the actual bid pricing received.

Heims Lake Apartments

Staff has reviewed plans for site plan review and CUP for two apartment and two garage buildings on the land adjacent to Heims Lake that was rezoned to Office & Health Care. The planning commission tabled the discussion until the applicant was able to address comments provided. Staff has received resubmitted plans and will be reviewing these the week of May 1.

Polaris Site Improvements

Staff has reviewed and approved the site plan. Polaris is moving forward with the construction of the project.

Katies Glenn

Staff is awaiting submittal of final plat by the developer.

CUP and Preliminary Plat were approved by Council on 01/03/2023.

This development is located on the east side of Goodview Avenue, south of Goldfinch Avenue. Staff has received revised construction drawings; however, the majority of our comments were not yet addressed.

Wyoming State Aid Streets

As Wyoming builds new streets (development) we can designate 20% of the total road length to our municipal state aid network. Staff will be bringing forward a resolution to submit to MNDOT adding some street segments to our system, resulting in more state aid dollars designated to Wyoming.

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

No new update:

City Council awarded both storm sewer improvements and a preconstruction meeting has been held. Due to material availability, these two projects will need to be completed in the spring. Once the storm sewer structures are delivered, we will pay the contractor for materials on hand as we customarily would.

Bingham Property – Hallberg Project (Multi-Tennant)

No new update:

All testing has now passed, and a site walk through has been completed. A final punch list has been provided to the contractor.

Diamond Ridge Development

No new update:

A preconstruction meeting was held on September 21, 2022. Tree removal and erosion control has been placed. No further work is planned to occur until next spring. We have been in communication with the adjacent property owner who has expressed concerns to inform them of what will be next and when.

Sunrise Riverbank Development (residential and commercial)

No new update:

The developer has submitted a revised concept. Staff has met with the applicant's team, and we have provided initial feedback. Staff will be meeting with the development team in the future to provide additional feedback.

The developer is working on the remediation of potentially contaminated soils from previous use as a golf course. Golf courses previously used materials on greens and tee boxes to prevent damage from mold and fungus. The work consists of excavation potentially contaminated soil and hauling to a certified facility. The developer will provide the City with complete documentation report of the remediation.

2021 Street Improvement Project

No new update:

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 additional seeding has occurred. 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.

Summer Fields Development

No new update:

First Addition (19 lots): The contractor has indicated the project has been completed and all punch list items are complete as well. Upon inspection, there are a few items that remain; however, it is expected that this will be brought to the City in the near future for consideration of acceptance and release of escrow. The developer is working to address these remaining punch list items.

The Developer started work installing pipes in the filtration basin on 12/12/2022. Staff has reduced the cash escrow to \$10,000. Remaining work is primarily related to the removal of silt fence and ensure restoration efforts have taken.

Second Addition (15 lots):

No New Update:

Utility Construction, curb and gutter placement and asphalt has been placed. An escrow reduction has been requested and staff is confirming the value of work completed and what remains now that they have submitted the remaining. The escrow reduction has taken place.

Third Addition

No new update.

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

The developer indicated all punch list items were complete and requested final acceptance of the project and release of the Letter of Credit. Upon inspection, very little of the punch list was completed. The punch list was sent to them again along with photos indicating what needs to be completed for the city to consider final acceptance. The developer has indicated these remaining items have now been completed. The only remaining item is the trail construction leading from the road to the park. An on-site meeting will be taking place on May 2nd to address this. Staff will be reducing the letter of credit to an amount of 125% of the cost to construct this trail. Once these have been addressed, staff will be ready to recommend acceptance of the improvements and start the two-year warranty period. As-builts have been provided for the project.

Heims Lake Villas North

All sanitary sewer, watermain, and storm sewer have been completed. Aggregate base and curb and gutter and first layer of asphalt has been completed, allowing building permits to be issued. The concrete sidewalk has been completed. The bituminous wearing course will be placed in 2023.

Aadland Development (Hunter Hill)

No new update:

Punch list items are currently underway and final layer of asphalt has been placed. Project acceptance is expected in the spring once restoration is acceptable. Due to the drought, many areas of the seeding have not come in adequately. Project acceptance is expected in the spring. Staff will reduce the letter of credit accordingly.

Hallberg Storage

No new update:

Final Punch list has been created and project completion is near.

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

Sincerely,

WSB and Associates, Inc.

Mark Erichson, P.E., City Engineer



Public Works Report

Date: May 2, 2023

Mayor Iverson and Councilmembers

Public Works Report for May 2, 2023 City Council Meeting

Streets:

The Public Works Crew has continued to fill potholes. Staff has met with contractor in attempt to get additional help with the extreme potholes this spring. The crew has also cleaned up an area at the Township building and is beginning to sweep streets.

Sanitary Sewer:

Minnesota Pump was in to replace the failing check valves at the Kettle River Lift Station. Staff noticed a loss of communication between assets in the field and the SCADA system. Public Works worked quickly with Total Control and Midco to determine where the failure was and remedy the problem.

Water:

Daily and monthly water tests have been completed. Public Works staff has prepared the field notes to send to WSB to modify the hydrant flush program. Staff will begin to prep for the spring flush. Notes from last year's directional flush are being incorporated into this year's flush.

Surface Water:

No new news to report.

Parks:

The slide has been removed at Goodview Park. Minnesota Playground will be replacing the slide on 04/28/2023. Public Works Crews have assembled new picnic tables and delivered them and new trash receptacles to the parks.



CITY OF WYOMING

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

Request for Council Action

Date: April 28, 2023
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: 2023 Fallbrook Avenue and 264th Street Improvement Project - Receive Feasibility Report and Set the Public Hearing Date

Background and supporting documentation of request:

The 2023 Fallbrook Avenue and 264th Street Improvement Project includes street reclamation of approximately 3,200 feet (0.61 miles) complete with bituminous paving along the following roadways:

- Fallbrook Ave from Fairview Blvd to 264th St
- 264th St from Fallbrook Ave to Hwy 61

The total estimated project cost for the 2023 Fallbrook Avenue and 264th Street Improvement Project is \$1,110,992.96 which incorporates the 2023 construction costs and a 10% construction contingency and indirect costs in the amount of 28% of the estimated construction costs. Enclosed is a copy of the Feasibility Report. A detailed PowerPoint presentation will be given at the Council meeting and funding sources will be discussed in detail

Staff is recommending the acceptance of the feasibility report and setting the public hearing for June 6, 2023.

Recommendation:

Approve Resolution No. 23-05-43, a resolution receiving revised Feasibility Report and Setting the Public Hearing for June 6, 2023, for the 2023 Fallbrook Avenue and 264th Street Improvement Project.



FEASIBILITY REPORT

2023 FALLBROOK AVENUE & 264TH STREET IMPROVEMENTS

WYOMING | CHISAGO COUNTY | MINNESOTA

April 28, 2023

Prepared for:

City of Wyoming

26885 Forest Boulevard

Wyoming, MN 55092

S.A.P. 248-110-004

S.A.P. 248-106-001

WSB PROJECT NO. 021438-000

April 28, 2023

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

Re: Feasibility Report
2023 Fallbrook Avenue & 264th Street Improvements
SAP 248-110-004
SAP 248-106-001
WSB Project No. 021438-000

Dear Mayor and City Council Members:

Transmitted herewith is the feasibility report for the above-referenced project. The report addresses the street and minor drainage and utility improvements, in accordance with the Capital Improvement Plan and Pavement Management Plan, along the following roadways:

- Fallbrook Ave from Fairview Blvd to 264th St
- 264th St from Fallbrook Ave to Hwy 61

The proposed improvements include full depth reclamation of the existing street section and a full width bituminous overlay along Fallbrook Avenue and 264th Street, including complete curb replacement along Fallbrook Avenue from Fairview Boulevard to 260th Street. Additional utility improvements include replacing two storm sewer culvert crossings and minor improvements to the existing sanitary sewer. The report herein presents costs for the project as well as proposed funding, including assessments based on the City assessment policy and past practice.

We would be happy to discuss this report with you at your convenience. If you have any questions, please do not hesitate to call me at 612.360.1278.

Sincerely,

WSB



Mark A. Erichson, PE
City Engineer

Attachments
kkp



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Letter of Introduction

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Figures

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Opinion of Probable Cost

Appendix C

Assessment Map Preliminary Assessment Roll

Appendix D

Geotechnical Evaluation

Appendix E

2021 PCI Ratings



Certification Sheet

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.

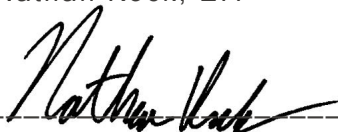
Mark A Erichson, PE



Date: April 28, 2023 Lic. No. 40886

Quality Control Review Completed By:

Nathan Kock, EIT



Date: April 28, 2023



1. Executive Summary

The 2023 Fallbrook Avenue & 264th Street Improvements Project was initiated by the City Council at their August 16, 2022 regular City Council meeting. Improvements proposed for construction in 2023 include approximately 3,200 feet (0.61 miles) of street reclamation, complete with bituminous paving along the following roadways:

- Fallbrook Avenue from Fairview Blvd to 264th St
- 264th Street from Fallbrook Ave to Hwy 61

Additional improvements along Fallbrook Avenue from Fairview Blvd to 260th Street include complete removal and replacement of the existing concrete curb and gutter.

A map illustrating the project can be found on **Figure 1** of **Appendix A**.

Utility improvements include replacing two culvert crossings and minor sanitary sewer rehabilitation to address deficient pipe and reduce inflow and infiltration.

The total estimated project cost for the 2023 Fallbrook Avenue & 264th Street Improvements project is approximately **\$1,110,992.96** which incorporates the 2023 construction costs and a 10% construction contingency and indirect costs in the amount of 28% of the estimated construction costs. The indirect costs include legal, engineering, administrative, and financing considerations. Funding for the project will come from City funds/bonding, Municipal State Aid Funds, and special assessments to benefiting properties.

The 2023 Fallbrook Avenue & 264th Street Improvements Project can be completed, including the final lift of bituminous paving and all restoration items, in 2023.

The project is feasible, necessary, and cost effective from an engineering standpoint and should be constructed as proposed herein.



2. Introduction

2.1 Authorization

On August 16, 2022, the Wyoming City Council authorized the preparation of an engineering feasibility report for the 2023 Fallbrook Avenue & 264th Street Improvements project.

2.2 Scope/Project Location

The proposed project consists of surface improvements along the following roadways:

- Fallbrook Avenue from Fairview Blvd to 264th St
- 264th Street from Fallbrook Ave to Highway 61

The proposed improvements include reclamation of the existing street section, full curb and gutter replacement, and full-width bituminous overlay.

A map illustrating the project can be found on **Figure 1 of Appendix A**.

Utility improvements include replacing two culvert crossings and minor sanitary sewer rehabilitation to address deficient pipe and reduce inflow and infiltration.

2.3 Data Available

Information and materials used in the preparation of this report include the following:

- City of Wyoming record drawings
- City of Wyoming base and topographic maps
- City of Wyoming Pavement Condition Index
- City of Wyoming Capital Improvement Plan
- Field observations of the area and discussions with City staff
- Geotechnical Coring Report prepared by WSB, dated November 30, 2022
- Sanitary Sewer Televising Report prepared by Empire Pipe Services, dated December 5, 2022
- City of Wyoming Assessment Policy

2.4 Project History

Staff has evaluated City streets by conducting pavement condition rating and road tours to prioritize improvement projects, resulting in multi-year Capital Improvement Plan (CIP). The CIP provides a schedule for various roadway improvements that are necessary to maintain the City streets in an effective and efficient manner.

3. Existing Conditions

3.1 Surface

Streets within the proposed improvement area were originally constructed in the late 1980's and 1990's and are experiencing various severities of distresses including alligator, block, transverse, and longitudinal cracking, along with localized drainage issues. The proposed improvement area consists of 28- to 29-foot-wide bituminous road with curb and gutter along Fallbrook Avenue from Fairview Blvd to 260th Street. The existing concrete curb and gutter is in poor condition.

The remaining roadways (Fallbrook Avenue from 260th Street to 264th Street and 264th Street from Fallbrook Avenue to Hwy 61) consist of 22- to 28-foot-wide rural roadway (no curb and gutter).



Existing curb joint failure



Existing roadway distresses

Pavement cores taken within the project area indicate the existing asphalt thickness ranges from 4 inches to 5.75 inches and aggregate base thickness ranges from 5.75 inches to 10 inches. The underlying soils in the area consist of predominantly fine grain sand. A copy of the soil boring logs is included in **Appendix D** of this report

The City of Wyoming evaluates all roadways within the City periodically, using the Pavement Condition Index (PCI) system. PCI ratings were completed in 2021 within the project area and all streets warrant a roadway reclamation or reconstruction. Generally, roadway replacement or reclamation is recommended when PCI ratings are below 35. A copy of the 2021 PCI ratings is included in **Appendix E** of this report.

3.2 Drainage

There are no existing storm facilities along Fallbrook Avenue from Fairview Boulevard to 260th Street. Existing stormwater along this portion of Fallbrook Avenue is directed with concrete curb and gutter to the existing ditch along Fallbrook Avenue north of 160th Street.

Fallbrook Avenue from 260th Street to 264th Street and 264th Street from Hwy 61 to Fallbrook Avenue are currently graded as rural road sections consisting of poorly defined ditches and culverts to convey storm water runoff. Stormwater flows to an existing holding pond located on the east side of the roadway. There are currently two (2) corrugated metal pipes (CMP), one (1) on the western side of the intersection at Fallbrook Avenue & 260th Street and one (1) located near the pond, crossing underneath the roadway conveying stormwater from the west side of the road to the east pond.

3.3 Municipal Utilities

3.3.1 Sanitary Sewer

The sanitary sewer system within the project consists of 8-inch and 10-inch polyvinylchloride pipe (PVC) installed in the 1980's and 1990's with the original road construction. An internal inspection, with a specially designed television camera, was completed to determine the structural condition of the existing pipe. Only minor/moderate sags were identified.



3.3.2 Watermain

The existing water distribution mains within the project were also installed with the original road construction in the 1980's and 90's and consist of 10-inch ductile iron pipe (DIP). To date, there are no known breaks in the area since the watermain was installed. Public works has completed a review of the existing water main components, such as gate valve locations, gate valve condition, and hydrant conditions.

3.4 Right of Way

The right-of-way in the project varies from 60 feet wide to 80 feet wide.



4. Proposed Improvements

4.1 Surface

Improvements to the existing roadways are intended to improve the design strength of the pavement system and provide a street surface with an extended life. Fallbrook Avenue and 264th Street are on the municipal state-aid (MSA) system and will be constructed to MnDOT design standards. Street grades are proposed to match closely with existing grades to minimize construction impacts to adjacent properties.

Improvements proposed for the 2023 Fallbrook Avenue & 264th Street Improvements Project consist of bituminous pavement reclamation. Reclamation is the process by which the existing roadway surface is reused as aggregate base for the new street section. Improvements along both roadways will consist of the following: 2.5 inches (2.5") of bituminous wear course, 2.5 inches (2.5") of bituminous base course, and 8 inches (8") of reclaimed aggregate base over a suitable compacted subgrade.

Additionally, the existing concrete curb and gutter along Fallbrook Avenue from Fairview Blvd to 260th Street will be replaced.

The proposed typical sections are shown in **Figure 2** of **Appendix A**.

4.2 Drainage

The proposed project will maintain the existing drainage patterns and discharge points to the greatest extent possible. Deficient culverts will be replaced with RCP as necessary to convey storm water runoff.

Drainage ditches will be modified as necessary to convey storm water runoff.

4.3 Municipal Utilities

4.3.1 Sanitary Sewer

The proposed sanitary sewer improvements include adjusting existing manhole castings to the new roadway surface with chimney seals to reduce inflow and infiltration of storm water into the manholes. It is also proposed to replace spot sanitary sewer to address sags identified with the internal inspection (televising).

4.3.2 Watermain

Watermain improvements are not proposed to be included with this improvement project. Existing gate valves will be adjusted to the new roadway surface.

4.4 Easements and Right of Way

This project is anticipated to take place in the existing roadway right-of-way.

4.5 Street Sign Replacement

All existing street signs within the project limits that do not meet the Federal Highway Administration's (FHWA) requirements for retro-reflectivity will be replaced with new street signs.



4.6 Permits and Approvals

The recommended improvements will not disturb more than 1 acre of underlying soils and therefore a National Pollution Discharge Elimination Systems (NPDES) General Storm Water Permit will not be required to complete the project.

The project area is not inside of a watershed district boundary, and therefore watershed permitting is not required.

A permit to work within MnDOT right-of-way will be required for the intersection of Hwy 61 & 264th Street.

4.7 Construction Access/Staging

The Contractor will be responsible for providing access to all business along the project corridor, as well as residents utilizing the roadway. Adequately signed staging and detours will be identified and put in place to direct traffic around the construction zones and notify users of the increased truck and construction activity. The contractor will be required to perform staged construction to minimize the inconvenience to area businesses.

4.8 Public Involvement

Individual meetings were held with property owners in the project area to provide initial project information. Businesses were encouraged to share their knowledge of the project area, specifically any known areas of concern.

As part of the Chapter 429 process, once the feasibility study is accepted, a public hearing will be scheduled. Impacted businesses/residents will be invited to hear more details about the project and provide public testimony regarding the proposed project.

Prior to the public hearing, an additional public informational meeting will be held to inform the property owners of the proposed improvements, project timeline, assessment policy, and what to expect during construction of the project.



5. Financing

5.1 Opinion of Probable Cost

A detailed engineer's opinion of probable costs for the proposed improvements can be found in **Appendix B** of this report. The opinion of probable cost incorporates bid prices from recent years construction projects including a 10% construction contingency. Indirect costs are typically budgeted at 28% of the construction cost and include engineering, legal, financing, and administrative costs. These costs do not include easement and acquisition processes or the actual easements themselves, if necessary.

The table below provides a summary of the opinion of probable costs for the 2023 Fallbrook Avenue & 264th Street Improvements Project:

2023 Fallbrook Avenue & 264th Street Improvements City of Wyoming, Minnesota Project Costs and Funding			
Improvements	City Fund	Special Assessments	Total
Schedule A. Surface Improvements	\$739,309.82	\$184,827.46	\$924,137.28
Schedule B. Sanitary Sewer Improvements	\$143,109.12		\$143,109.12
Schedule C. Storm Sewer Improvements	\$ 34,997.25	\$ 8,749.31	\$ 43,746.56
Total improvements	\$917,416.19	\$193,576.77	\$1,110,992.96

5.2 Funding Sources

Funding for the project will come from City funds and Special Assessments to the benefiting properties.

5.3 Assessments

The City's Assessment Policy includes the following as it relates to this project:

- Street Improvements: Assess 20% of the total surface and drainage improvements
- Assessment for this roadway improvement project will be by the 'front foot'

5.3.1 Assessment Calculation

Per "Linear Foot" Assessment

Total Assessable Surface Improvement Cost	\$924,137.28
Total Assessable Drainage Improvement Cost	\$ 43,746.56
Total Assessable Surface and Drainage Cost	\$193,576.77
20% Surface and Drainage Assessed	\$193,576.77
Total Front Footage	5593.1944
Assessment per Front Foot	\$31.14

The assessment map and preliminary assessment rolls are included in Appendix C of this report.



6. Project Schedule

The proposed schedule for this improvement is as follows:

Task Number	Task Description	Completion Date
1	City Council Accepts Feasibility Study and Orders Public Hearing	May 2, 2023
2	Public Informational Meeting	May 2023
3	Public Hearing and Authorization to Prepare Plans and Specifications	June 6, 2023
4	City Council Receives Plans and Specifications and Authorize Advertisement for Bids	June 20, 2023
5	Receive Bids	July 13, 2023
6	Award Contract	July 18, 2023
7	Begin Construction	August 2023
8	Final Completion of Construction	October 2023
9	Assessment Hearing	November 2023



7. Feasibility and Recommendation

The total estimated cost of the project is **\$1,110,992.96** funded through City funds and Special Assessment to the benefiting properties.

Due to the poor structural condition of these roadways and deficient sanitary sewer segments, this project is feasible, necessary, and cost-effective from an engineering standpoint. The project funding is subject to financial review by the City.

Based on our analysis and data presented, the proposed project is feasible, necessary, and cost-effective from an engineering standpoint. We recommend reconstruction of the sanitary sewer, water main, stormwater collection system, and the street as detailed in this report



Appendix A

Figure 1 – Project Location Map

Figure 2 – Typical Section



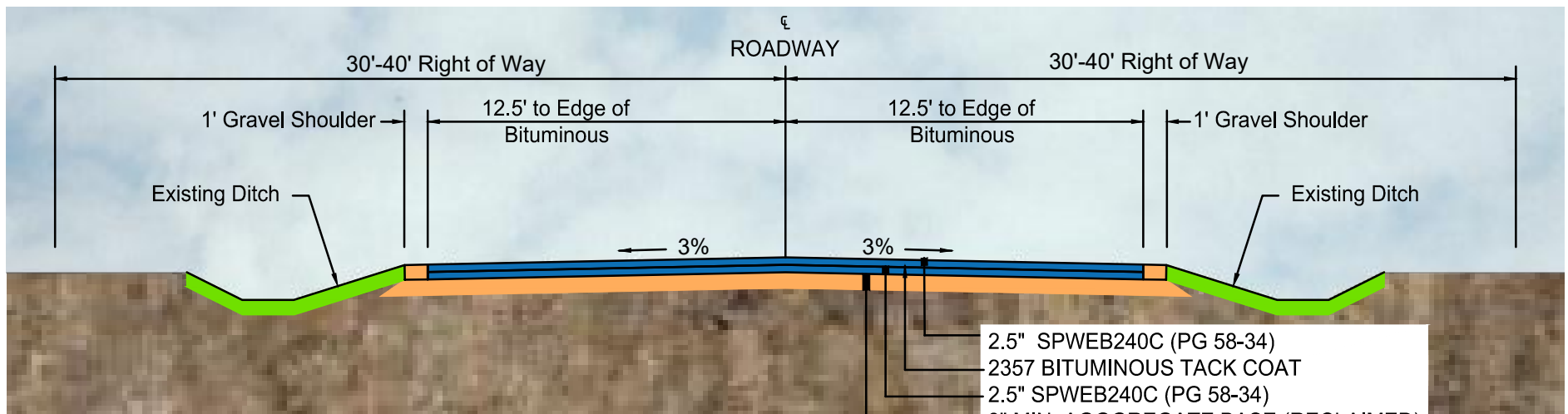
Project Location Map

2023 Fallbrook Ave & 264th Street Improvements
Wyoming, MN

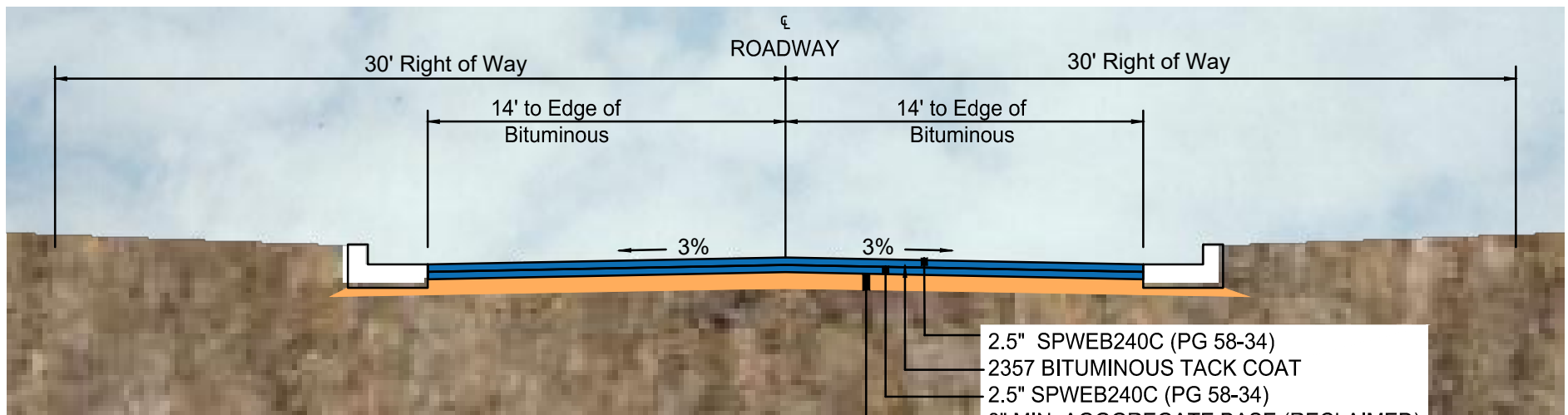


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Feet
1 inch = 400 feet





RURAL SECTION



URBAN SECTION

Figure 2 - Typical Section

2023 Fallbrook Ave & 264th Street Improvements
Wyoming, Minnesota



WSB Project No: 021438-000



Appendix B

Opinion of Probable Cost

OPINION OF PROBABLE COST

WSB Project: 2023 Fallbrook Avenue & 264th Street Improvements
 Project Location: Wyoming, MN
 City Project No.:
 WSB Project No: 021438-000

Design By: NDK
 Checked By: KAK
 Date: 4/28/2023

Item No.	MnDOT Specification No.	Description	Unit	Estimated Total Quantity	Estimated Unit Price	Estimated Total Cost
SCHEDULE A. - SURFACE IMPROVEMENTS						
1	2021.501	MOBILIZATION	LS	1	\$31,300.00	\$31,300.00
2	2104.502	REMOVE SIGN	EACH	11	\$55.00	\$605.00
3	2104.502	REMOVE SIGN TYPE SPECIAL	EACH	4	\$100.00	\$400.00
4	2104.503	SAWING CONCRETE PAVEMENT	L F	320	\$10.00	\$3,200.00
5	2104.503	SAWING BITUMINOUS PAVEMENT	L F	600	\$6.00	\$3,600.00
6	2104.503	REMOVE CURB & GUTTER	L F	2100	\$8.00	\$16,800.00
7	2104.504	REMOVE CONCRETE WALK	S Y	30	\$8.00	\$240.00
8	2104.504	REMOVE CONCRETE DRIVEWAY PAVEMENT	S Y	540	\$10.00	\$5,400.00
9	2104.504	REMOVE CONCRETE PAVEMENT	S Y	60	\$20.00	\$1,200.00
10	2104.504	REMOVE BITUMINOUS DRIVEWAY PAVEMENT	S Y	600	\$6.00	\$3,600.00
11	2106.507	EXCAVATION - SUBGRADE	C Y	320	\$25.00	\$8,000.00
12	2106.507	SELECT GRANULAR EMBANKMENT (CV)	C Y	320	\$30.00	\$9,600.00
13	2106.603	DITCH CLEANING	L F	800	\$5.00	\$4,000.00
14	2123.610	STREET SWEEPER (WITH PICKUP BROOM)	HOURL	25	\$175.00	\$4,375.00
15	2130.523	WATER	MGAL	50	\$65.00	\$3,250.00
16	2211.509	AGGREGATE BASE CLASS 5	TON	700	\$20.00	\$14,000.00
17	2215.504	FULL DEPTH RECLAMATION	S Y	9700	\$2.00	\$19,400.00
18	2215.507	HAUL FULL DEPTH RECLAMATION (LV)	C Y	180	\$3.00	\$540.00
19	2521.518	6" CONCRETE WALK	S F	300	\$11.00	\$3,300.00
20	2301.504	CONCRETE PAVEMENT 8.0"	S Y	60	\$120.00	\$7,200.00
21	2331.603	JOINT ADHESIVE	L F	2220	\$1.00	\$2,220.00
22	2357.506	BITUMINOUS MATERIAL FOR TACK COAT	GAL	520	\$3.50	\$1,820.00
23	2360.509	TYPE SP 12.5 WEARING COURSE MIX (2;C)	TON	1530	\$90.00	\$137,700.00
24	2360.509	TYPE SP 12.5 NON WEAR COURSE MIX (2;C)	TON	1530	\$90.00	\$137,700.00
25	2360.509	5" BITUMINOUS DRIVEWAY	TON	190	\$105.00	\$19,950.00
26	2504.602	ADJUST GATE VALVE & BOX	EACH	8	\$600.00	\$4,800.00
27	2505.601	UTILITY COORDINATION	LS	1	\$2,000.00	\$2,000.00
28	2506.502	ADJUST FRAME & RING CASTING	EACH	9	\$750.00	\$6,750.00
29	2506.602	CHIMNEY SEAL	EACH	9	\$350.00	\$3,150.00
30	2531.503	CONCRETE CURB & GUTTER DESIGN B618	L F	2100	\$28.00	\$58,800.00
31	2531.504	8" CONCRETE DRIVEWAY PAVEMENT	S Y	540	\$85.00	\$45,900.00
32	2531.603	7" CONCRETE VALLEY GUTTER	L F	60	\$35.00	\$2,100.00
33	2531.618	TRUNCATED DOMES	S F	20	\$55.00	\$1,100.00
34	2563.601	TRAFFIC CONTROL	LS	1	\$25,000.00	\$25,000.00
35	2564.518	SIGN PANELS TYPE C	S F	75.5	\$75.00	\$5,662.50
36	2564.603	SIGN TYPE SPECIAL	EACH	4	\$250.00	\$1,000.00
37	2565.502	PUSH BUTTON & SIGN SPECIAL	EACH	2	\$10,000.00	\$20,000.00
38	2573.501	STABILIZED CONSTRUCTION EXIT	LS	2	\$1,500.00	\$3,000.00
39	2573.502	STORM DRAIN INLET PROTECTION	EACH	6	\$200.00	\$1,200.00
40	2573.503	SILT FENCE; TYPE MS	L F	1400	\$2.50	\$3,500.00
41	2573.503	SEDIMENT CONTROL LOG TYPE WOOD FIBER	L F	1520	\$3.50	\$5,320.00
42	2574.507	COMMON TOPSOIL BORROW	C Y	470	\$32.00	\$15,040.00
43	2575.505	SEEDING	ACRE	1.4	\$5,000.00	\$7,000.00
44	2575.508	SEED MIXTURE 25-131	LB	110	\$5.00	\$550.00
45	2575.508	HYDRAULIC MULCH MATRIX	LB	1310	\$2.50	\$3,275.00
46	2582.518	CROSSWALK MULTI COM GR IN	S F	120	\$15.00	\$1,800.00

SUBTOTAL SCHEDULE A. - SURFACE IMPROVEMENTS	\$656,347.50
+ 10% CONTINGENCY COSTS	\$65,634.75
SUBTOTAL SCHEDULE A. - SURFACE IMPROVEMENTS	\$721,982.25
+ 28% INDIRECT COSTS	\$202,155.03
TOTAL SCHEDULE A. - SURFACE IMPROVEMENTS	\$924,137.28

OPINION OF PROBABLE COST

WSB Project: 2023 Fallbrook Avenue & 264th Street Improvements
Project Location: Wyoming, MN
City Project No.:
WSB Project No: 021438-000

Design By: NDK
Checked By: KAK

Date: 4/28/2023

Item No.	MnDOT Specification No.	Description	Unit	Estimated Total Quantity	Estimated Unit Price	Estimated Total Cost
SCHEDULE B. - SANITARY SEWER IMPROVEMENTS						
47	2104.503	REMOVE SEWER PIPE (SANITARY)	L F	280	\$25.00	\$7,000.00
48	2106.601	DEWATERING	L S	1	\$15,000.00	\$15,000.00
49	2112.604	SUBGRADE PREPARATION	S Y	900	\$2.00	\$1,800.00
50	2503.602	SANITARY SEWER BYPASS PUMPING	L S	1	\$15,000.00	\$15,000.00
51	2503.602	CONNECT TO EXISTING SANITARY SEWER	EACH	12	\$2,500.00	\$30,000.00
52	2503.602	CONNECT TO EXISTING SANITARY SEWER SERVICE	EACH	2	\$1,000.00	\$2,000.00
53	2503.603	6" PVC SERVICE	L F	40	\$85.00	\$3,400.00
54	2503.603	8" PVC PIPE SEWER	L F	160	\$100.00	\$16,000.00
55	2503.603	10" PVC PIPE SEWER	L F	88	\$130.00	\$11,440.00
SUBTOTAL SCHEDULE B. - SANITARY SEWER IMPROVEMENTS						\$101,640.00
+ 10% CONTINGENCY COSTS						<u>\$10,164.00</u>
SUBTOTAL SCHEDULE B. - SANITARY SEWER IMPROVEMENTS						\$111,804.00
+ 28% INDIRECT COSTS						<u>\$31,305.12</u>
TOTAL SCHEDULE B. - SANITARY SEWER IMPROVEMENTS						\$143,109.12

OPINION OF PROBABLE COST

WSB Project: 2023 Fallbrook Avenue & 264th Street Improvements
Project Location: Wyoming, MN
City Project No.:
WSB Project No: 021438-000

Design By: NDK
Checked By: KAK

Date: 4/28/2023

Item No.	MnDOT Specification No.	Description	Unit	Estimated Total Quantity	Estimated Unit Price	Estimated Total Cost
SCHEDULE C. - STORM SEWER IMPROVEMENTS						
56	2104.503	REMOVE METAL CULVERT	L F	135	\$20.00	\$2,700.00
57	2112.604	SUBGRADE PREPARATION	S Y	225	\$2.00	\$450.00
58	2501.502	18" RC PIPE APRON	EACH	2	\$2,500.00	\$5,000.00
59	2501.502	24" RC PIPE APRON	EACH	2	\$5,000.00	\$10,000.00
60	2503.503	18" RC PIPE SEWER CLASS V	L F	72	\$85.00	\$6,120.00
61	2503.503	24" RC PIPE SEWER CLASS V	L F	40	\$120.00	\$4,800.00
62	2511.507	RANDOM RIPRAP CLASS IV	C Y	10	\$200.00	\$2,000.00
SUBTOTAL SCHEDULE C. - STORM SEWER IMPROVEMENTS						\$31,070.00
+ 10% CONTINGENCY COSTS						<u>\$3,107.00</u>
SUBTOTAL SCHEDULE C. - STORM SEWER IMPROVEMENTS						\$34,177.00
+ 28% INDIRECT COSTS						<u>\$9,569.56</u>
TOTAL SCHEDULE C. - STORM SEWER IMPROVEMENTS						\$43,746.56

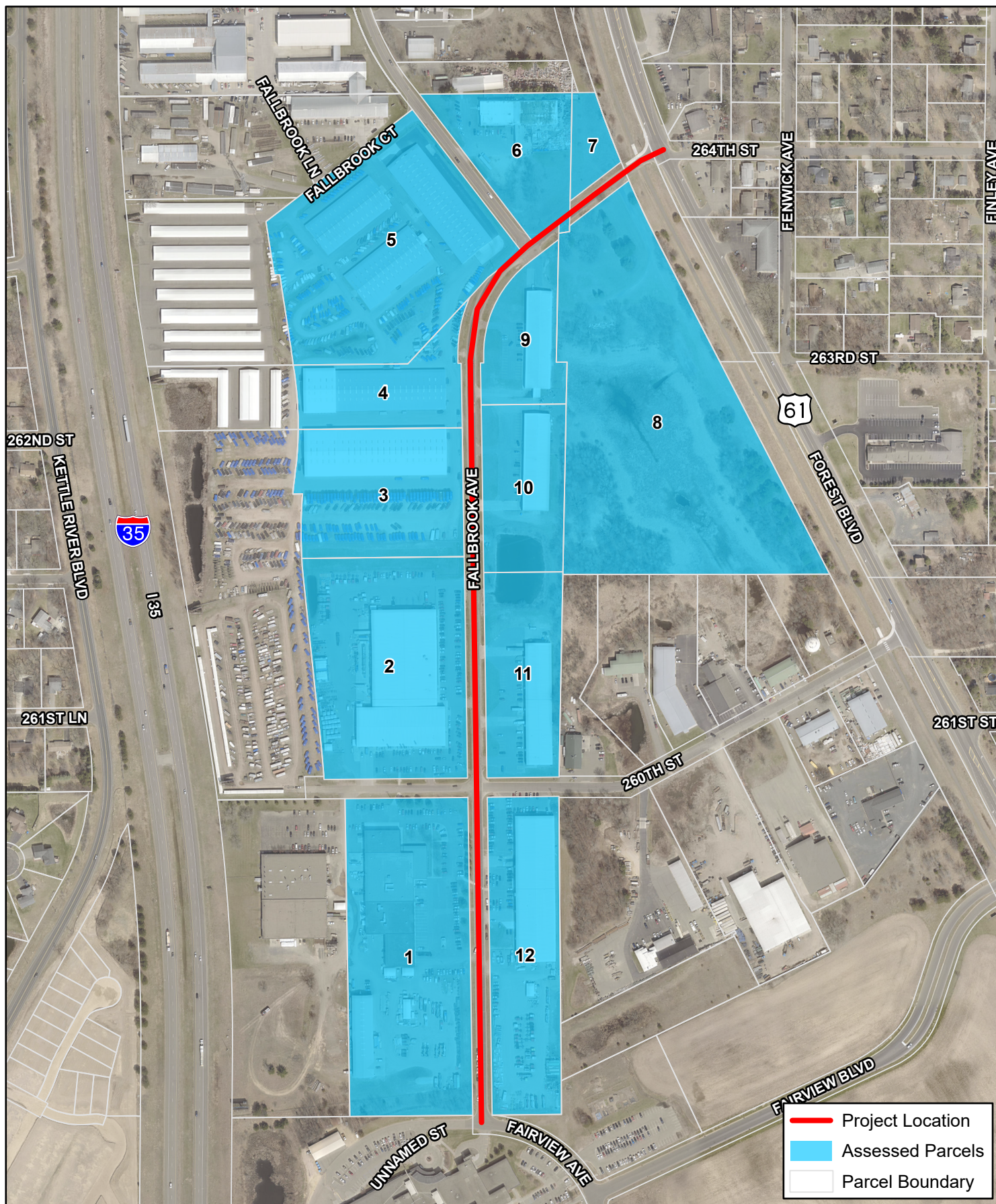
TOTAL 2023 Fallbrook Avenue & 264th Street Improvements	\$1,110,992.96
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Appendix C

Assessment Map

Preliminary Assessment Roll



Assessment Map

2023 Fallbrook Ave & 264th Street Improvements
Wyoming, MN



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Feet
1 inch = 400 feet



Preliminary Assessment Roll														
WSB Project: 2023 Falbrook Ave & 264th Street Improvements					Total Surface and Drainage Improvement Cost: \$ 967,883.84					Date: 3/6/2023				
Project Location: City of Wyoming					20% Surface and Drainage Improvement Cost: \$193,576.77					Revised:				
WSB Project No. : R-021438-000					Assessment per Linear Foot: \$31.14					Printed:				
Map ID	Owner Name	Property Owner Address				Property Address			PIN #	Land Use Description	Linear Feet Assessable	Method	Assessment Rate/LF	Total Proposed Assessment
1	GENERAL SAFETY EQUIPMENT CORP & %KEVIN KIRVIDA	PO BOX 549	WYOMING	MN	55092-0549	5181 260TH ST	WYOMING	MN	21.00468.33	INDUSTRIAL	985.71	LINEAR FOOT	\$31.14	\$30,692.93
2	HALLBERG INC	PO BOX 130	FOREST LAKE	MN	55025-0130	5190 260TH ST	WYOMING	MN	21.00468.30	INDUSTRIAL	686.36	LINEAR FOOT	\$31.14	\$21,371.80
3	HALLBERG INC.	PO BOX 277	WYOMING	MN	55092	26192 FALLBROOK AVE	WYOMING	MN	21.00468.26	INDUSTRIAL	600	LINEAR FOOT	\$31.14	\$18,682.73
4	HALLBERG INC	PO BOX 130	FOREST LAKE	MN	55025-0130	26282 FALLBROOK AVE	WYOMING	MN	21.00468.25	INDUSTRIAL	410.33	LINEAR FOOT	\$31.14	\$12,776.81
5	HALLBERG INC	PO BOX 130	FOREST LAKE	MN	55025-0130	NO PROPERTY ADDRESS GIVEN			21.00043.00	INDUSTRIAL	214.14	LINEAR FOOT	\$31.14	\$6,667.87
6	MORGAN INDUSTRIES INC & C/O ALL SAFE INC	26443 FALLBROOK AVE	WYOMING	MN	55092-9083	26443 FALLBROOK AVE	WYOMING	MN	21.00054.00	INDUSTRIAL	142.34	LINEAR FOOT	\$31.14	\$4,432.17
7	MORGAN INDUSTRIES INC & C/O ALL SAFE INC	26443 FALLBROOK AVE	WYOMING	MN	55092-9083	NO PROPERTY ADDRESS GIVEN			21.00231.00	INDUSTRIAL	199.66	LINEAR FOOT	\$31.14	\$6,216.99
8	HALLBERG INC	PO BOX 130	FOREST LAKE	MN	55025-0130	5311 264TH ST	WYOMING	MN	21.00233.00	COMMERCIAL	233.73	LINEAR FOOT	\$31.14	\$7,277.86
9	HALLBERG INC	PO BOX 130	FOREST LAKE	MN	55025-0130	26327 FALLBROOK AVE	WYOMING	MN	21.00468.20	INDUSTRIAL	602.41	LINEAR FOOT	\$31.14	\$18,757.77
10	HALLBERG INC	PO BOX 130	FOREST LAKE	MN	55025-0130	26259 FALLBROOK AVE	WYOMING	MN	21.00468.22	INDUSTRIAL	520	LINEAR FOOT	\$31.14	\$16,191.70
11	HALLBERG INC	PO BOX 130	FOREST LAKE	MN	55025-0130	5202 260TH ST	WYOMING	MN	21.00468.23	INDUSTRIAL	636.37	LINEAR FOOT	\$31.14	\$19,815.22
12	ROSENBAUER MINNESOTA LLC	PO BOX 549	WYOMING	MN	55092	5201 260TH ST	WYOMING	MN	21.00468.32	INDUSTRIAL	985.71	LINEAR FOOT	\$31.14	\$30,692.93
6216.76													\$193,576.77	



Appendix D

Geotechnical Evaluation



Table 1: Existing Pavement Observations

Core ID	Location	Number of Lanes	Lane Width (ft)	Functional Classification	Curb and Gutter	Surface Distresses	Drainage Condition
1	See Map	2	11.5	Industrial	No	Longitudinal and Transverse Cracking, Surface Stripping, Rutting	Fair
2	See Map	2	11.5	Industrial	No	Longitudinal and Transverse Cracking, Surface Stripping, Rutting	Fair
3	See Map	2	11.5	Industrial	No	Longitudinal and Transverse Cracking, Surface Stripping, Rutting	Fair
4	See Map	2	12	Industrial	No	Longitudinal and Transverse Cracking, Surface Stripping, Rutting	Fair
5	See Map	2	12	Industrial	No	Longitudinal and Transverse Cracking, Surface Stripping, Rutting	Fair
6	See Map	2	14	Industrial	Yes, Starting at 260th St, South to Fairview Blvd	Longitudinal and Transverse Cracking, Surface Stripping, Rutting	Fair
7	See Map	2	14.5	Industrial	Yes	Longitudinal and Transverse Cracking, Surface Stripping, Rutting	Fair

Table 2: Existing Pavement Section Details

Core ID	Location	Bituminous Depth (in)	Lift Thickness (in) and Condition	Base Depth and Type	Subbase or Subgrade Type
1	See Map	4.75	Wear - 2.75 - Fair Base - 2 - Poor Raveling in Base Lift	6" Sand with Gravel, Brown	Sand, Fine Grained, Light Brown
2	See Map	5.75	Wear - 2.5 - Fair Base - 3.25 - Poor Raveling in Base Lift	5.25" Sand with Gravel, Light Brown	Sand, Fine Grained, Brown
3	See Map	5.25	Wear - 2.25 - Good Base - 3 - Fair Some Raveling in Base Lift	8" Sand with Gravel, Light Brown	Sand, Fine Grained, Brown
4	See Map	5	Wear - 2 - Good Base - 3 - Poor Raveling in Base Lift	6" Sand with Gravel, Light Brown	Sand, Fine Grained, Brown
5	See Map	4.75	Wear - 2.25 - Good Base - 2.5 - Fair Some Raveling in Base Lift	5.75" Sand with Gravel, Light Brown	Sand, Fine Grained, Brown
6	See Map	4.5	Wear - 2 - Good Base - 2.5 - Fair	10" Sand with Gravel, Brown	Sand, Fine Grained, Light Brown
7	See Map	4	Wear - 2 - Good Base - 2 - Fair	9" Sand with Gravel, Brown	Sand, Fine Grained, Light Brown

Core 1



Core 1



Core 2



Core 2



Core 3



Core 3



Core 4



Core 4



Core 5



Core 5



Core 6



Core 6



Core 7



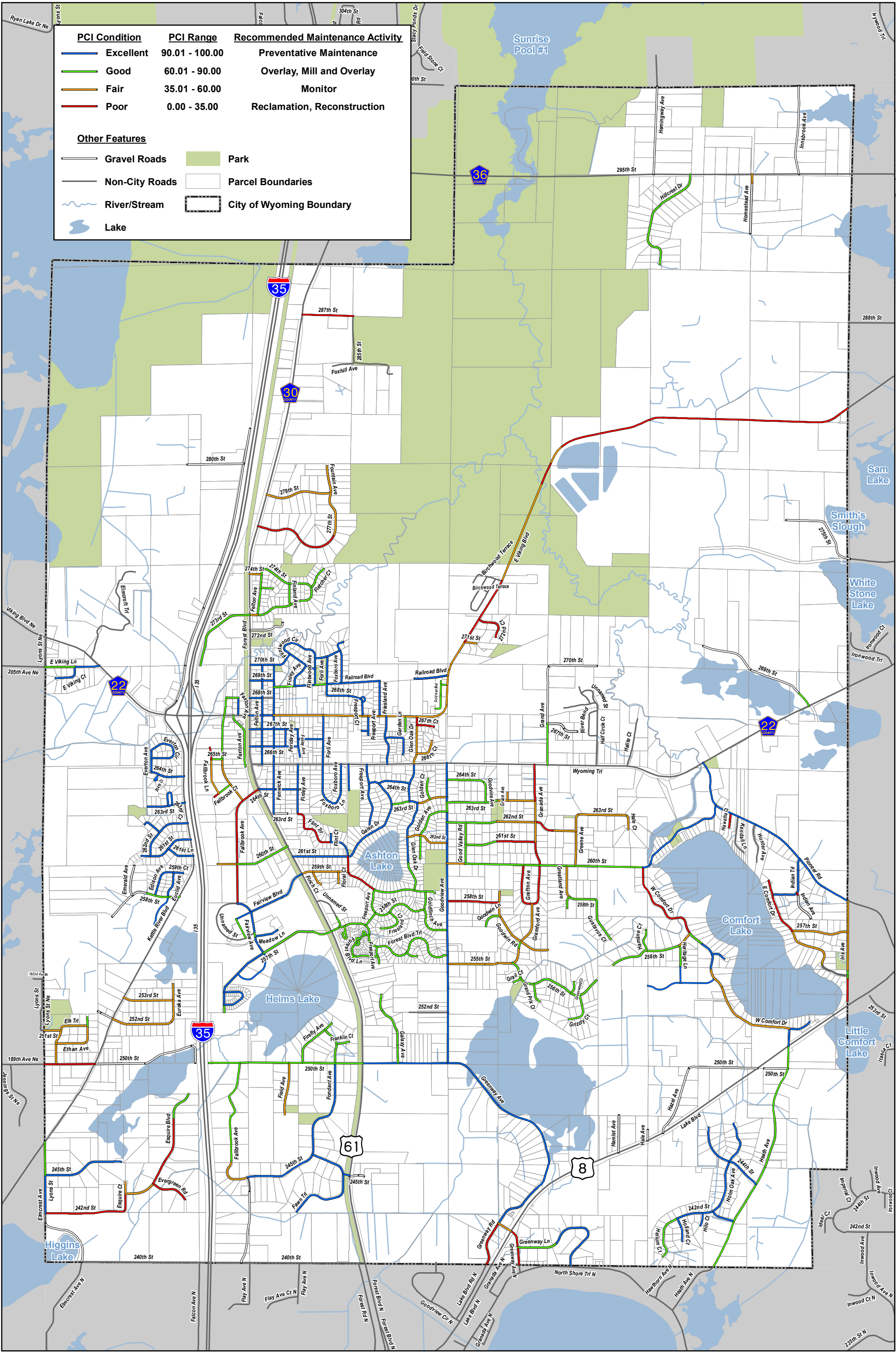
Core 7





Appendix E

2021 PCI Ratings



2021 Pavement Condition Index

City of Wyoming, Minnesota



RESOLUTION NO. 23-05-43

**CITY OF WYOMING
CHISAGO COUNTY, MINNESOTA**

**A RESOLUTION RECEIVING THE FEASIBILITY REPORT AND SETTING THE
PUBLIC HEARING FOR THE 2023 FALLBROOK AVENUE AND 264TH STREET
IMPROVEMENT PROJECT**

WHEREAS, pursuant to resolution of the Council adopted August 16, 2022, a report was prepared by WSB, with reference to the improvement of the following roadways:

- Fallbrook Avenue from Fairview Blvd to 264th Street
- 264th Street from Fallbrook Avenue to Highway 61; and

WHEREAS, it is proposed to reclaim and bituminous overlay along with minor sanitary sewer rehabilitation along the above-mentioned roadways and to assess benefited properties for all or a portion of the improvement, pursuant to Minnesota Statutes, Chapter 429.

WHEREAS, the City Council has been advised by the City Engineer that said street improvements are feasible, and should best be made as proposed, and the City Engineer's report to this effect has heretofore been received by Council, and filed with the City Clerk on May 2, 2023; and

WHEREAS, the City Council deemed it necessary and expedient that the City of Wyoming, Minnesota, construct certain improvements, to-wit: 2023 Fallbrook Avenue and 264th Street Improvement Project, in the City as described in and in accordance with the feasibility report prepared by the City Engineer; and

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

NOW THEREFORE BE IT RESOLVED, by the City Council of the City of Wyoming that the public hearing be scheduled to consider the 2023 Fallbrook Avenue and 264th Street Improvement Project, to be held on Tuesday, June 6, 2023, at 7:00 o'clock p.m. or as soon thereafter as possible, at Wyoming City Hall, 26885 Forest Boulevard.

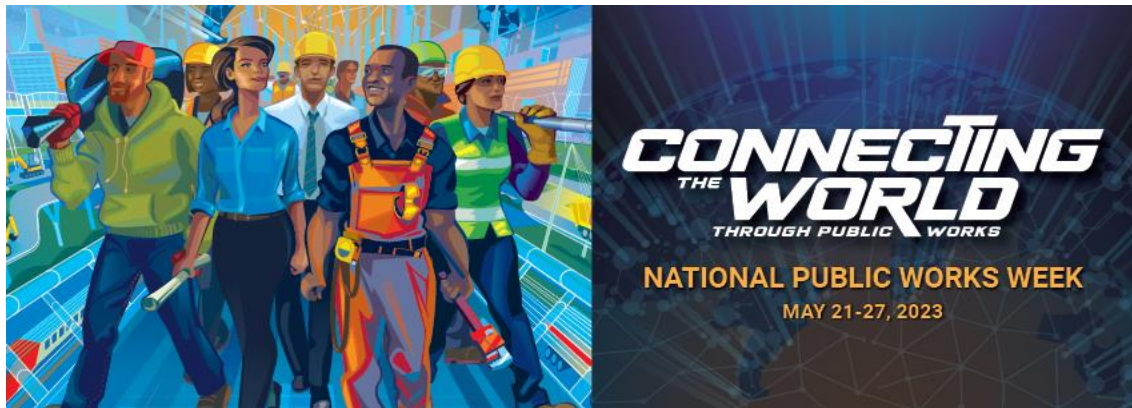
Hereupon said Resolution was declared duly passed and adopted this 2nd day of May 2023.

Lisa Iverson, Mayor

ATTEST:

Robb Linwood, City Administrator/Clerk

(seal)



National Public Works Week Proclamation

May 21–27, 2023

“Connecting the World Through Public Works”

WHEREAS, public works professionals focus on infrastructure, facilities, emergency management, and services that are of vital importance to sustainable and resilient communities and the public health, high quality of life, and well-being of the people of the City of Wyoming; and

WHEREAS, these infrastructures, facilities, and services could not be provided without the dedicated efforts of public works professionals, who are federally mandated first responders, and the engineers, managers, and employees at all levels of government and the private sector, who are responsible for rebuilding, improving, and protecting our nation’s transportation, water supply, water treatment and solid waste systems, public buildings, and other structures and facilities essential for our citizens; and

WHEREAS, it is in the public interest for the citizens, civic leaders, and children in Wyoming, Minnesota to gain knowledge and maintain ongoing interest and understanding of the importance of public works first responders and public works programs in their respective communities; and

WHEREAS, the year 2023 marks the 63rd annual National Public Works Week sponsored by the American Public Works Association/Canadian Public Works Association.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Wyoming, do hereby designate the week of May 21–27, 2023, as National Public Works Week; I urge all citizens to join with representatives of the American Public Works Association and government agencies in activities, events, and ceremonies designed to pay tribute to our public works professionals, engineers, managers, and employees and to recognize the substantial contributions they make to protecting our national health, safety, and quality of life.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF WYOMING THIS 2nd DAY OF MAY, 2023.

Lisa Iverson, Mayor