

**AGENDA
PARK ADVISORY COMMISSION
REGULAR MEETING
CITY OF WYOMING, MINNESOTA
JUNE 5, 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 Park Advisory Commission on items not on the current Agenda. Items requiring Park Advisory Commission action maybe deferred to staff for research and future Wyoming Park Advisory Commission Agendas if appropriate."

APPROVAL OF MINUTES:

1. Consider approving the minutes of the "Regular Meeting" of the Wyoming Park Advisory Commission for May 1, 2023

OLD BUSINESS:

NEW BUSINESS:

2. Eagle Scout Project Presentation
3. To recommend the selection of Blackstone Contractors, LLC for the Site Package and Vinco Inc. for the Electrical Package for construction of the Veteran's Memorial at Railroad Park in the amount of \$88,799.75
4. Fireside Park Planning
5. Future Park Planning
6. To consider cancelling the July 3rd Park Advisory Commission Meeting

COMMUNICATIONS:

7. Trail Easement Agreement at Preserve at Comfort Lake public trail access to city park land

8. Park Steward Updates

ADJOURN

**NEXT MEETING:
July 3, 2023
7:00PM**

DRAFT MINUTES
WYOMING PARK ADVISORY COMMISSION
REGULAR MEETING
CITY OF WYOMING, MINNESOTA
MAY 1, 2023
7:00PM

CALL TO ORDER:

Chair Spangler called the Regular Meeting of the Wyoming Park Advisory Commission for May 1, 2023 to order at 7:00PM

CALL OF ROLL:

On a Call of the Roll the following members of the Wyoming Park Advisory Commission were present: Members Bruce Spangler, Bruce Vukelich, Jessica Bergan, Heather Vandenheuvel and Rick Ahartz

Absent: None

Also Present: Alex Saxe- Assistant City Administrator and Brett Ohnstad- Council Liaison

Visitors: None

DETERMINATION OF A QUORUM:

Chair Spangler determined a Quorum was present.

PLEDGE OF ALLEGIANCE

OPEN FORUM: NONE

CONSENT AGENDA: NONE

APPROVAL OF MINUTES:

1. Consider approving the minutes of the “Regular Meeting” of the Wyoming Park Advisory Commission for March 6, 2023

A MOTION WAS MADE BY MEMBER BERGAN, SECONDED BY MEMBER VANDENHEUVEL, TO APPROVE THE PARK ADVISORY COMMISSION MINUTES FROM THE MARCH 6, 2023 MEETING, AS SUBMITTED.

Voting Aye: Spangler, Vukelich , Bergan, Vandenheuvel, and Ahartz

Voting Nay: None

Abstain: None

OLD BUSINESS: NONE

NEW BUSINESS:

2. Review 1st Quarter Financials

Assistant City Administrator Saxe provided an update on the 1st quarter park financials.

Member Vandenheuvel asked if the gambling proceeds are specifically for parks.

Assistant City Administrator Saxe stated they have specific uses and reporting requirements, but they

could be used toward the Veteran's Memorial.

Member Ahartz asked if there was enough money to add a plaque listing out all the wars America has been in at Railroad Park.

Assistant City Administrator Saxe stated there is not and that was not in the scope of the project. The city could explore that in the future if they chose to do so.

Member Vandenheuvel asked if all the revenue in the Park fund is for Railroad Park.

Assistant City Administrator Saxe stated that over 90% is for Railroad Park and the rest is for use for parks mainly what is levied annually and park dedication fees collected.

3. To review construction bid quotes for the Veteran's Memorial at Railroad Park

Assistant City Administrator Saxe provided an update that the city only received one bid and according to the city's purchasing policy three need to be obtained. WSB is going to work on obtaining more quotes and they have two companies that may be interested. Staff will bring this item back at a future meeting.

COMMUNICATIONS:

4. Arbor Day Tree Planting

Assistant City Administrator Saxe provided an update that the Arbor Day Tree Planting event will be held on Saturday, May 6th from 10am-12pm at Centennial park. The City will be planting three trees with the help of the Girl Scouts who purchased two trees. He encouraged PAC members to attend.

5. GreenStep City Achieved Step 3

Assistant City Administrator Saxe stated that as part of the Goals for the PAC was to achieve Step 3 in the GreenStep Program. The city did achieve that step and have made significant steps to be a more sustainable organization.

Assistant City Administrator Saxe let the PAC know that he will provide more info for Fireside Park at a future meeting. He also let them know at the next meeting a boy scout will be attending to present on his Eagle Scout Project Plan. He stated Public Works replaced the broken slide in Goodview Park last week.

6. Park Steward Updates

Chair Spangler Stated Fireside is greening up nice and no issues. Railroad Park is all cleaned up from the Christmas Lights. Would like to see a new flag at Centennial Park before the tree planting and he will donate one to the city.

Member Bergan Did not have any updates.

Member Vandenheuvel sent Mr. Saxe some photos of some repairs need at Lion's Park that he will forward to Public Works. Blue Spruce Park looks good.

Member Ahartz stated Vergas Park has a wooden bench that needs to be replaced.

Member Vukelich Went to the wrong Vergas park, but stated a parking spot needs some repair, it has a huge chunk missing. Banta park is looking good. He stated at Swenson Park there is a basketball net that is broken and a big gouge of grass that was taken out most likely by a plow as well as a rose bush that is all bent.

Council Liaison Ohnstad asked if there was an update on the dog waste stations.

Assistant City Administrator Saxe stated they were purchased last fall, but they have not been placed in the parks yet.

ADJOURN

A MOTION WAS MADE BY MEMBER VUKELICH, SECONDED BY MEMBER BERGAN, TO ADJOURN THE MAY 1, 2023 MEETING OF THE WYOMING, PARK ADVISORY COMMISSION AT 7:32 PM

Voting Aye: Spangler, Vukelich, Bergan, Vandenheuvel, and Ahartz

Voting Nay: None

Abstain: None

NEXT MEETING:
June 5, 2023
7:00PM



Park Advisory Commission Memo

Date: June 2, 2023

Presented to: Chair Spangler and Park Advisory Commission Members

Presented by: Alex Saxe, Assistant City Administrator

Department: Administration

Reference: Eagle Scout Project Proposal Review

Method: New Business

Background Information:

The PAC is being presented with a project proposal from Robert Pundt who is attempting to achieve the boy scout rank of eagle scout. The eagle scout rank is achieved by the scouts proving that they have applied character, citizenship and scouting values in their daily lives. This includes a requirement to plan, develop and give leadership to others in a service project to their community. His presentation outlines a project that he envisioned to fulfill this requirement. He has submitted this project to City staff to review and staff have approved per the City's Scout volunteer policy. He will also be presenting his project to the Wyoming City Council on June 6th. He will bring copies of his proposal to the meeting.

With the approval from the City Council, this project will move forward per the direction of the scouts.

Recommendation:

To recommend City Council approve the proposed eagle scout community project proposal.



CITY OF WYOMING

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



Park Advisory Commission Memo

Date: June 2nd, 2023

Presented to: Chair Spangler and Park Advisory Commission Members

Presented by: Alex Saxe, Assistant City Administrator

Department: Administration

Reference: Veteran's Memorial

Method: New Business

Background Information:

In February, the city entered a professional services agreement with WSB for the Railroad Park Veteran's Memorial Final Design and Donor Recognition Design Development in the amount of \$14,000. As part of the final design, WSB put together a site package and an electrical package and sent out to contractors. The city received three site package quotes and one electrical package quote. Blackstone Contractors, LLC had the low quote for the site package of the Veteran's Memorial in the amount of \$63,109.75. Vinco Inc. was the lone electrical quote in the amount of \$25,690.00. Total construction cost for the Veteran's Memorial which is Phase 1 of the Railroad Park Redevelopment Project is \$88,799.75 which is under the maximum budget of \$100,000.

The site package quotes received are as follows:

1. Blackstone Contractors LLC: \$63,109.75
2. JL Theis Inc: \$135,280.00
3. Urban Companies LLC: \$158,300.00

Recommended Action:

Staff and WSB have reviewed the quotes and recommend selecting Blackstone Contractors, LLC for the site package contract for the Veteran's Memorial in the amount of \$63,109.75 and Vinco, Inc. for the electrical package for the Veteran's Memorial in the amount \$25,690.00 for a total project cost of \$88,799.75. Staff is asking the PAC to recommend these contractors to City Council for approval at their June 6th meeting.

May 16, 2023

Alex Saxe, Assistant City Administrator
City of Wyoming
26885 Forest Blvd
Wyoming, MN 55092

Re: Railroad Park Veterans Memorial Quotes
City of Wyoming
WSB Project No. 018972-000

Dear Alex:

Three quotes were received for the Site Package as follows:

1. Blackstone: \$ 63,109.75
2. JL Theis: \$135,280.00
3. Urban: \$158,300.00

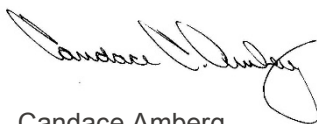
One quote for the Electrical Package was received as follows:

1. Vinco: \$25,690.00

The City may choose to accept the quotes from Blackstone for the Site Package and Vinco for the Electrical Package for a total of \$88,799.75 to proceed. We also recommend setting aside a total project construction contingency of 10% of the total project value for project unknowns.

Sincerely,

WSB



Candace Amberg
Sr. Landscape Architect

Bidder:	Blackstone Contractors, LLC		
Address:	9520 County Road 19 Suite D		
City, State, Zip:	Loretto, MN 55357		
E-mail Address:	Bruce@blackstonecontractorsllc.com	Telephone No.:	763-291-7728

QUOTE FORM – SITE
RAILROAD PARK VETERANS MEMORIAL
CITY OF WYOMING, MN
WSB PROJECT NO. 018972-000

QUOTE DUE	1:00 pm
Quote Due Date	May 12,, 2023

This Quote is submitted to:
Camberg@wsbeng.com for the City of Wyoming:

1. The undersigned Bidder proposes and agrees, if this Quote is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices in this Quote, within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
2. This Quote will remain subject to acceptance for 60 days after the quote is submitted, or for such longer period of time that Bidder may agree to in writing upon request of Owner.
3. In submitting this Quote, Bidder represents that:
 - a. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - b. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
 - c. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
 - d. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.
 - e. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this for performance of the Work at the price quoted and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
 - f. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
 - g. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
 - h. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
 - i. The submission of this Quote constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement listed herein, and that without exception the Quote and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.
4. Bidder will complete the work in accordance with the Contract Documents for the following price(s):

BASE BID SCHEDULE – SITE PACKAGE

DESCRIPTION	UNITS	QTY	UNIT PRICE	TOTAL PRICE
General Earthwork & Excavation	Lump Sum	1	\$ <u>13,890.00</u>	\$ <u>13,890.00</u>
Retaining Seat Wall	Sq Ft	45	\$ <u>130.22</u>	\$ <u>5,859.90</u>
Flag Poles	Each	3	\$ <u>4,156.67</u>	\$ <u>12,470.01</u>
6" Concrete Pavement	Sq Ft	1550	\$ <u>11.23</u>	\$ <u>17,406.50</u>
Paver Installation	Sq Ft	48	\$ <u>49.58</u>	\$ <u>2,379.84</u>
Concrete Monument Wall	Lump Sum	1	\$ <u>8,180.00</u>	\$ <u>8,180.00</u>
Seed w/Blanket	Sq Yd	450	\$ <u>4.27</u>	\$ <u>1,921.50</u>
Erosion Control	Lump Sum	1	\$ <u>1,002.00</u>	\$ <u>1,002.00</u>
TOTAL BASE BID – SITE				\$ <u>63,109.75</u>

5. Bidder acknowledges that (1) each Quote Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Quotes, and final payment for all unit price Quote items will be based on actual quantities, determined as provided in the Contract Documents.
6. **Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:** NONE
- Addendum No. _____ Dated: _____ Addendum No. _____ Dated: _____
- Addendum No. _____ Dated: _____ Addendum No. _____ Dated: _____
7. Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

BIDDER: *[Indicate correct name of bidding entity]*

Blackstone Contractors, LLC.

By:
[Signature]



[Printed name]

Bruce Karvonen

Title:

Vice President

Submittal Date:

Friday May 12th, 2023

Address for giving notices:

9520 Count Road 19 Suite D, Loretto, MN 55357

If Bidder is a corporation, what is the state of incorporation?

Minnesota

If Bidder is a partnership, state full name of all co-partners:

Federal Employer ID Number (EIN): 26-1629924

To City of Wyoming City Council:

According to the advertisement of City of Wyoming inviting proposals for the improvement of the section of highway hereinbefore named, and in conformity with the Contract, Plans, Specifications and Special Provisions pertaining thereto, all on file in the office of the Auditor of City of Wyoming:

(I)(We) hereby certify that (I am)(we are) the only person(s) interested in this proposal as principal(s); that this proposal is made and submitted without fraud or collusion with any other person, firm or corporation at all; that an examination has been made of the site of the work and the Contract form, with the Plans, Specifications and Special Provisions for the improvement.

(I)(We) understand that the quantities of work shown herein are approximate only and are subject to increase or decrease; that all quantities of work, whether increased or decreased within the limits specified in MnDOT 1903 and 1402, are to be done at the unit prices shown on the attached schedule; that, at the time of opening bids, totals only will be read, but that comparison of bids will be based on the correct summation of item totals obtained from the unit prices bid, as provided in MnDOT 1301.

(I)(We) propose to furnish all necessary machinery, equipment, tools, labor and other means of construction and to furnish all materials specified, in the manner and at the time prescribed, all according to the terms of the Contract and Plans, Specifications, and the Special Provisions forming a part of this.

(I)(We) further propose to do all Extra Work that may be required to complete the contemplated improvement, at unit prices or lump sums to be agreed upon in writing before starting such work, or if such prices or sums cannot be agreed upon, to do such work on a Force Account basis, as provided in MnDOT 1904.

(I)(We) further propose to execute the form of Contract within 10 days after receiving written notice of award, as provided in MnDOT 1306.

(I)(We) further propose to furnish a Payment Bond and a Performance Bond each equal to the Contract Amount as required by MN Statute § 574.26, as security for the construction and completion of the improvement according to the Plans, Specifications and Special Provisions as provided in MnDOT 1305.

(I)(We) further propose to do all work according to the Plans, Specifications and Special Provisions, and to renew or repair any work that may be rejected due to defective materials or workmanship, before completion and acceptance of the Project by City of Wyoming.

(I)(We) agree to all provisions of Minnesota Statutes, Section 181.59.

(I)(We) further propose to begin work and to prosecute and complete the same according to the time schedule set forth in the Special Provisions for the improvement.

(I)(We) assign to City of Wyoming all claims for overcharges as to goods and materials purchased in connection with this Project resulting from antitrust violations that arise under the antitrust laws of the United States and the antitrust laws of the State of Minnesota. This clause also applies to subcontractors and first tier suppliers under this Contract.

NOTICE TO ALL BIDDERS

To report bid rigging activities call:

1-800-424-9071

The U.S. Department of Transportation (DOT) operates the above toll-free "hotline" Monday through Friday, 8:00 a.m. to 5:00 p.m., eastern time. Anyone with knowledge of possible bid rigging, bidder collusion, or other fraudulent activities should use the "hotline" to report such activities.

The "hotline" is part of the DOT's continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.

MINNESOTA DEPARTMENT OF TRANSPORTATION
NOTICE TO BIDDERS
SUSPENSIONS/DEBARMENTS

Do not use suspended or debarred parties as subcontractors or material suppliers on this project.

Both the federal government and the State of Minnesota suspend and debar vendors. Review the lists of suspended and debarred vendors when submitting a bid and when submitting a request to sublet.

State Suspensions and Debarments.

To review the list of parties suspended and debarred by the State of Minnesota, go to this website: <http://www.mmd.admin.state.mn.us/debarredreport.asp> . This list includes parties suspended and debarred by the Minnesota Department of Transportation and the Minnesota Department of Administration.

This site also has a link to the SAM.gov Federal Suspensions and Debarments site.

Federal Suspensions and Debarments.

The federal government maintains a website listing suspended and debarred parties. You do not need a username or password to use the search functions on the website. You can either search for specific entity names, or see a list of parties suspended and debarred by the Federal Highway Administration.

You can search for Entity Exclusions on SAM.gov without a user account.

To search the status of a particular vendor, follow this process:

First, go to the System for Awards Management (SAM) website: <https://www.sam.gov> (requires Internet Explorer version 11 or higher, or another supported browser such as Chrome).

How to Search Exclusion Records

Search SAM.gov to Search Exclusion Information

1. Select "Search" from the menu.
2. In the filters, under "Select Domain," select "Entity Information," and then select "Exclusions."
3. The page will refresh with exclusions content and the filters will change to reflect the options available in this domain.
4. Select any category you want to filter your results.

Note: Using the search bar at the top of the page will create a new search and remove any existing filters from your results.

Advanced Search – Exclusions

First, go to the System for Awards Management (SAM) website: <https://www.sam.gov> (requires Internet Explorer version 11 or higher, or another supported browser such as Chrome).

After logging in to SAM.gov:

1. Navigate to the home page and select "Exclusions."
2. Select the "Advanced Search" link above the search bar.

3. Use filters to create an advanced search. Once applied, filters will appear in boxes beneath the category; remove filters by selecting the “x” icon on each one.
 - **Keywords:** Apply any keyword searches to your filter
 - **Classification:** Four categories of exclusions
 - **Excluded Individual:** Information you can enter to filter by individual
 - **Excluded Other:** Information you can enter to search by UEI, CAGE, etc.
 - **Federal Organizations:** Filter by federal organizations (use **6925** for FHWA)
 - **Exclusion Type:** Filter by one of four defined exclusion types (select all of them)
 - **Exclusion Program:** Filter by Procurement, Reciprocal, or Non-Procurement (select all of them)
 - **Location:** Filter by ZIP Code, state or other geographical information
 - **Dates:** Filter by several relevant date options
 - **Exclusion Status:** Active/Inactive
4. Use the Reset button below the filters to clear all filters applied at once.

Note: Using the search bar at the top of the page will create a new search and remove any existing filters from your results.

To view a list of all entities suspended or debarred in [Minnesota](#) by the Federal Highway Administration, follow this process:

After logging in to SAM.gov:

1. Navigate to the home page and select “Exclusions.”
2. Select the “Advanced Search” link above the search bar.
3. Use filters to create an advanced search. Once applied, filters will appear in boxes beneath the category; remove filters by selecting the “x” icon on each one.
 - **Federal Organizations:** Filter by federal organizations (use **6925** for FHWA)
 - **Exclusion Type:** Filter by one of four defined exclusion types (select all of them)
 - **Exclusion Program:** Filter by Procurement, Reciprocal, or Non-Procurement (select all of them)
 - **Location:** Filter by ZIP Code, state or other geographical information (select **Minnesota**)
4. Use the Reset button below the filters to clear all filters applied at once.

June 5, 2021

NON-COLLUSION AFFIDAVIT

The following Non-Collusion Affidavit shall be executed by the bidder:

State Project No. Railroad Park Veterans Memorial

Federal Project No. _____

State of Minnesota _____)

) ss

County of Hennepin _____)

I, Bruce Karvonen, do state under penalty of
(name of person signing this affidavit)

perjury under 28 U.S.C. 1746 of the laws of the United States:

(1) that I am the authorized representative of Blackstone Contractors, LLC.

(name of person, partnership or corporation submitting this proposal)

and that I have the authority to make this affidavit for and on behalf of said bidder;

(2) that, in connection with this proposal, the said bidder has not either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding;

(3) that, to the best of my knowledge and belief, the contents of this proposal have not been communicated by the bidder or by any of his/her employees or agents to any person who is not an employee or agent of the bidder or of the surety on any bond furnished with the proposal and will not be communicated to any person who is not an employee or agent of the bidder or of said surety prior to the official opening of the proposal; and

(4) that I have fully informed myself regarding the accuracy of the statements made in this affidavit.

Signed: 
(bidder or his/her authorized representative)

**ATTACHMENT A
PRIME CONTRACTOR RESPONSE**

RESPONSIBLE CONTRACTOR VERIFICATION AND CERTIFICATION OF COMPLIANCE

STATE PROJECT NUMBER: Railroad Park Veterans Memorial, Wyoming, MN

This form includes changes by statutory references from the Laws of Minnesota 2015, chapter 64, sections 1-9. This form must be submitted with the response to this solicitation. A response received without this form, will be rejected.

Minn. Stat. § 16C.285, Subd. 7. **IMPLEMENTATION.** ... any prime contractor or subcontractor or motor carrier that does not meet the minimum criteria in subdivision 3 or fails to verify that it meets those criteria is not a responsible contractor and is not eligible to be awarded a construction contract for the project or to perform work on the project...

Minn. Stat. § 16C.285, Subd. 3. **RESPONSIBLE CONTRACTOR, MINIMUM CRITERIA.** "Responsible contractor" means a contractor that conforms to the responsibility requirements in the solicitation document for its portion of the work on the project and verifies that it meets the following minimum criteria:

- | | |
|-----|---|
| (1) | <p>The Contractor:</p> <ul style="list-style-type: none">(i) is in compliance with workers' compensation and unemployment insurance requirements;(ii) is in compliance with Department of Revenue and Department of Employment and Economic Development registration requirements if it has employees;(iii) has a valid federal tax identification number or a valid Social Security number if an individual; and(iv) has filed a certificate of authority to transact business in Minnesota with the Secretary of State if a foreign corporation or cooperative. |
| (2) | <p>The contractor or related entity is in compliance with and, during the three-year period before submitting the verification, has not violated section 177.24, 177.25, 177.41 to 177.44, 181.03, 181.101, 181.13, 181.14, or 181.722, and has not violated United States Code, title 29, sections 201 to 219, or United States Code, title 40, sections 3141 to 3148. For purposes of this clause, a violation occurs when a contractor or related entity:</p> <ul style="list-style-type: none">(i) repeatedly fails to pay statutorily required wages or penalties on one or more separate projects for a total underpayment of \$25,000 or more within the three-year period, provided that a failure to pay is "repeated" only if it involves two or more separate and distinct occurrences of underpayment during the three-year period;(ii) has been issued an order to comply by the commissioner of Labor and Industry that has become final;(iii) has been issued at least two determination letters within the three-year period by the Department of Transportation finding an underpayment by the contractor or related entity to its own employees;(iv) has been found by the commissioner of Labor and Industry to have repeatedly or willfully violated any of the sections referenced in this clause pursuant to section 177.27;(v) has been issued a ruling or findings of underpayment by the administrator of the Wage and Hour Division of the United States Department of Labor that have become final or have been upheld by an administrative law judge or the Administrative Review Board; or(vi) has been found liable for underpayment of wages or penalties or misrepresenting a construction worker as an independent contractor in an action brought in a court having jurisdiction. Provided that, if the contractor or related entity contests a determination of underpayment by the Department of Transportation in a contested case proceeding, a violation does not occur until the contested case proceeding has concluded with a determination that the contractor or related entity underpaid wages or penalties;* |

(3)	The contractor or related entity is in compliance with and, during the three-year period before submitting the verification, has not violated section 181.723 or chapter 326B. For purposes of this clause, a violation occurs when a contractor or related entity has been issued a final administrative or licensing order;*
(4)	The contractor or related entity has not, more than twice during the three-year period before submitting the verification, had a certificate of compliance under section 363A.36 revoked or suspended based on the provisions of section 363A.36, with the revocation or suspension becoming final because it was upheld by the Office of Administrative Hearings or was not appealed to the office;*
(5)	The contractor or related entity has not received a final determination assessing a monetary sanction from the Department of Administration or Transportation for failure to meet targeted group business, disadvantaged business enterprise, or veteran-owned business goals, due to a lack of good faith effort, more than once during the three-year period before submitting the verification;*
	* Any violations, suspensions, revocations, or sanctions, as defined in clauses (2) to (5), occurring prior to July 1, 2014, shall not be considered in determining whether a contractor or related entity meets the minimum criteria.
(6)	The contractor or related entity is not currently suspended or debarred by the federal government or the state of Minnesota or any of its departments, commissions, agencies, or political subdivisions that have authority to debar a contractor; and
(7)	All subcontractors and motor carriers that the contractor intends to use to perform project work have verified to the contractor through a signed statement under oath by an owner or officer that they meet the minimum criteria listed in clauses (1) to (6).

Minn. Stat. § 16C.285, Subd. 5. **SUBCONTRACTOR VERIFICATION.**

A prime contractor or subcontractor shall include in its verification of compliance under subdivision 4 a list of all of its first-tier subcontractors that it intends to retain for work on the project. Prior to execution of a construction contract, and as a condition precedent to the execution of a construction contract, the apparent successful prime contractor shall submit to the contracting authority a supplemental verification under oath confirming compliance with subdivision 3, clause (7). Each contractor or subcontractor shall obtain from all subcontractors with which it will have a direct contractual relationship a signed statement under oath by an owner or officer verifying that they meet all of the minimum criteria in subdivision 3 prior to execution of a construction contract with each subcontractor.

If a prime contractor or any subcontractor retains additional subcontractors on the project after submitting its verification of compliance, the prime contractor or subcontractor shall obtain verifications of compliance from each additional subcontractor with which it has a direct contractual relationship and shall submit a supplemental verification confirming compliance with subdivision 3, clause (7), within 14 days of retaining the additional subcontractors.

A prime contractor shall submit to the contracting authority upon request copies of the signed verifications of compliance from all subcontractors of any tier pursuant to subdivision 3, clause (7). A prime contractor and subcontractors shall not be responsible for the false statements of any subcontractor with which they do not have a direct contractual relationship. A prime contractor and subcontractors shall be responsible for false statements by their first-tier subcontractors with which they have a direct contractual relationship only if they accept the verification of compliance with actual knowledge that it contains a false statement.

Subd. 5a. Motor carrier verification. A prime contractor or subcontractor shall obtain annually from all motor carriers with which it will have a direct contractual relationship a signed statement under oath by an owner or officer verifying that they meet all of the minimum criteria in subdivision 3 prior to execution of a construction contract with each motor carrier. A prime contractor or subcontractor shall require each such motor carrier to provide it with immediate written notification in the event that the motor carrier no longer meets one or more of the minimum criteria in subdivision 3 after submitting its annual verification. A motor carrier shall be ineligible to perform work on a project covered by this section if it does not meet all the minimum criteria in subdivision 3. Upon request, a prime contractor or subcontractor shall submit to the contracting authority the signed verifications of compliance from all motor carriers providing for-hire transportation of materials, equipment, or supplies for a project.

Minn. Stat. § 16C.285, Subd. 4. **VERIFICATION OF COMPLIANCE.**

A contractor responding to a solicitation document of a contracting authority shall submit to the contracting authority a signed statement under oath by an owner or officer verifying compliance with each of the minimum criteria in subdivision 3, with the exception of clause (7), at the time that it responds to the solicitation document.

A contracting authority may accept a signed statement under oath as sufficient to demonstrate that a contractor is a responsible contractor and shall not be held liable for awarding a contract in reasonable reliance on that statement. A prime contractor, subcontractor, or motor carrier that fails to verify compliance with any one of the required minimum criteria or makes a false statement under oath in a verification of compliance shall be ineligible to be awarded a construction contract on the project for which the verification was submitted.

A false statement under oath verifying compliance with any of the minimum criteria may result in termination of a construction contract that has already been awarded to a prime contractor or subcontractor or motor carrier that submits a false statement. A contracting authority shall not be liable for declining to award a contract or terminating a contract based on a reasonable determination that the contractor failed to verify compliance with the minimum criteria or falsely stated that it meets the minimum criteria. A verification of compliance need not be notarized. An electronic verification of compliance made and submitted as part of an electronic bid shall be an acceptable verification of compliance under this section provided that it contains an electronic signature as defined in section 325L.02, paragraph (h).

CERTIFICATION

By signing this document I certify that I am an owner or officer of the company, and I certify under oath that:

- 1) My company meets each of the Minimum Criteria to be a responsible contractor as defined herein and is in compliance with Minn. Stat. § 16C.285, and**
- 2) if my company is awarded a contract, I will submit Attachment A-1 prior to contract execution, and**
- 3) if my company is awarded a contract, I will also submit Attachment A-2 as required.**

Authorized Signature of Owner or Officer:



Printed Name:

Bruce Karvonen

Title:

Vice President

Date:

May 12th, 2023

Company Name:

Blackstone Contractors, LLC.

NOTE: Minn. Stat. § 16C.285, Subd. 2, (c) If only one prime contractor responds to a solicitation document, a contracting authority may award a construction contract to the responding prime contractor even if the minimum criteria in subdivision 3 are not met.

ATTACHMENT A-1

FIRST-TIER SUBCONTRACTORS LIST

SUBMIT PRIOR TO EXECUTION OF A CONSTRUCTION CONTRACT

STATE PROJECT NUMBER: Railroad Park Veterans Memorial, Wyoming, MN

Minn. Stat. § 16C.285, Subd. 5. A prime contractor or subcontractor shall include in its verification of compliance under subdivision 4 a list of all of its first-tier subcontractors that it intends to retain for work on the project. Prior to execution of a construction contract, and as a condition precedent to the execution of a construction contract, the apparent successful prime contractor shall submit to the contracting authority a supplemental verification under oath confirming compliance with subdivision 3, clause (7). Each contractor or subcontractor shall obtain from all subcontractors with which it will have a direct contractual relationship a signed statement under oath by an owner or officer verifying that they meet all of the minimum criteria in subdivision 3 prior to execution of a construction contract with each subcontractor.

FIRST TIER SUBCONTRACTOR NAMES* (Legal name of company as registered with the Secretary of State)	Name of city where company home office is located
None	

*Attach additional sheets as needed for submission of all first-tier subcontractors.

SUPPLEMENTAL CERTIFICATION FOR ATTACHMENT A-1	
By signing this document I certify that I am an owner or officer of the company, and I certify under oath that: All first-tier subcontractors listed on attachment A-1 have verified through a signed statement under oath by an owner or officer that they meet the minimum criteria to be a responsible contractor as defined in Minn. Stat. § 16C.285.	
Authorized Signature of Owner or Officer: 	Printed Name: Bruce Karvonen
Title: Vice President	Date: May 12, 2023
Company Name: Blackstone Contractors, LLC.	

ATTACHMENT A-2

ADDITIONAL SUBCONTRACTORS LIST

PRIME CONTRACTOR TO SUBMIT AS SUBCONTRACTORS ARE ADDED TO THE PROJECT

STATE PROJECT NUMBER: Railroad Park Veterans Memorial, Wyoming, MN

This form must be submitted to the Project Manager or individual as identified in the solicitation document.

Minn. Stat. § 16C.285, Subd. 5. ... If a prime contractor or any subcontractor retains additional subcontractors on the project after submitting its verification of compliance, the prime contractor or subcontractor shall obtain verifications of compliance from each additional subcontractor with which it has a direct contractual relationship and shall submit a supplemental verification confirming compliance with subdivision 3, clause (7), within 14 days of retaining the additional subcontractors. ...

ADDITIONAL SUBCONTRACTOR NAMES* (Legal name of company as registered with the Secretary of State)	Name of city where company home office is located
Naone	

*Attach additional sheets as needed for submission of all additional subcontractors.

SUPPLEMENTAL CERTIFICATION FOR ATTACHMENT A-2	
By signing this document I certify that I am an owner or officer of the company, and I certify under oath that: All additional subcontractors listed on Attachment A-2 have verified through a signed statement under oath by an owner or officer that they meet the minimum criteria to be a responsible contractor as defined in Minn. Stat. § 16C.285.	
Authorized Signature of Owner or Officer: 	Printed Name: Bruce Karvonen
Title: Vice President	Date: May 23, 2023
Company Name: Blackstone Contractors, LLC	

Bidder:	JL Theis, Inc.		
Address:	860 Quaker Ave. Ste. 102		
City, State, Zip:	Jordan, MN 55352		
E-mail Address:	janie@jltheis.com	Telephone No.:	952-492-3888

QUOTE FORM – SITE
RAILROAD PARK VETERANS MEMORIAL
CITY OF WYOMING, MN
WSB PROJECT NO. 018972-000

QUOTE DUE 1:00 pm
Quote Due Date May 12,, 2023

This Quote is submitted to:
Camberg@wsbeng.com for the City of Wyoming:

1. The undersigned Bidder proposes and agrees, if this Quote is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices in this Quote, within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
2. This Quote will remain subject to acceptance for 60 days after the quote is submitted, or for such longer period of time that Bidder may agree to in writing upon request of Owner.
3. In submitting this Quote, Bidder represents that:
 - a. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - b. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
 - c. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
 - d. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.
 - e. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this for performance of the Work at the price quoted and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
 - f. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
 - g. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
 - h. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
 - i. The submission of this Quote constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement listed herein, and that without exception the Quote and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.
4. Bidder will complete the work in accordance with the Contract Documents for the following price(s):

BASE BID SCHEDULE – SITE PACKAGE

DESCRIPTION	UNITS	QTY	UNIT PRICE	TOTAL PRICE
General Earthwork & Excavation	Lump Sum	1	\$ <u>37,600.00</u>	\$ <u>37,600.00</u>
Retaining Seat Wall	Sq Ft	45	\$ <u>110.00</u>	\$ <u>4,950.00</u>
Flag Poles	Each	3	\$ <u>7,500.00</u>	\$ <u>22,500.00</u>
6" Concrete Pavement	Sq Ft	1550	\$ <u>16.00</u>	\$ <u>24,800.00</u>
Paver Installation	Sq Ft	48	\$ <u>35.00</u>	\$ <u>1,680.00</u>
Concrete Monument Wall	Lump Sum	1	\$ <u>40,000.00</u>	\$ <u>40,000.00</u>
Seed w/Blanket	Sq Yd	450	\$ <u>5.00</u>	\$ <u>2,250.00</u>
Erosion Control	Lump Sum	1	\$ <u>1,500.00</u>	\$ <u>1,500.00</u>
TOTAL BASE BID – SITE				\$ <u>135,280.00</u>

5. Bidder acknowledges that (1) each Quote Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Quotes, and final payment for all unit price Quote items will be based on actual quantities, determined as provided in the Contract Documents.

6. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

Addendum No. 2 Dated: N/A Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____ Addendum No. _____ Dated: _____

7. Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

BIDDER: [Indicate correct name of bidding entity]

JL Theis, Inc.

By:
[Signature]

Jamie Theis

[Printed name]

Jamie Theis

Title:

President

Submittal Date:

5/4/2023

Address for giving notices:

860 Quaker Ave. Ste. 102

Jordan, MN 55352

If Bidder is a corporation, what is the state of incorporation?

MN

If Bidder is a partnership, state full name of all co-partners:

Federal Employer ID Number (EIN):

46-4719415

Bidder:	URBAN COMPANIES LLC		
Address:	3781 LABORE RD		
City, State, Zip:	ST PAUL MN 55110		
E-mail Address:	GURBAN@URBANCOMPANIESUSA.COM	Telephone No.:	6512489830

QUOTE FORM – SITE
RAILROAD PARK VETERANS MEMORIAL
CITY OF WYOMING, MN
WSB PROJECT NO. 018972-000

QUOTE DUE 1:00 pm
Quote Due Date May 12,, 2023

This Quote is submitted to:
Camberg@wsbeng.com for the City of Wyoming:

1. The undersigned Bidder proposes and agrees, if this Quote is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices in this Quote, within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
2. This Quote will remain subject to acceptance for 60 days after the quote is submitted, or for such longer period of time that Bidder may agree to in writing upon request of Owner.
3. In submitting this Quote, Bidder represents that:
 - a. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - b. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
 - c. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
 - d. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.
 - e. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this for performance of the Work at the price quoted and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
 - f. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
 - g. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
 - h. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
 - i. The submission of this Quote constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement listed herein, and that without exception the Quote and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.
4. Bidder will complete the work in accordance with the Contract Documents for the following price(s):

BASE BID SCHEDULE – SITE PACKAGE

DESCRIPTION	UNITS	QTY	UNIT PRICE	TOTAL PRICE
General Earthwork & Excavation	Lump Sum	1	\$ <u>40000</u>	\$ <u>40000</u>
Retaining Seat Wall	Sq Ft	45	\$ <u>500</u>	\$ <u>22500</u>
Flag Poles	Each	3	\$ <u>6000</u>	\$ <u>18000</u>
6" Concrete Pavement	Sq Ft	1550	\$ <u>18</u>	\$ <u>27900</u>
Paver Installation	Sq Ft	48	\$ <u>100</u>	\$ <u>4800</u>
Concrete Monument Wall	Lump Sum	1	\$ <u>32100</u>	\$ <u>32100</u>
Seed w/Blanket	Sq Yd	450	\$ <u>20</u>	\$ <u>9000</u>
Erosion Control	Lump Sum	1	\$ <u>4000</u>	\$ <u>4000</u>
TOTAL BASE BID – SITE				\$ <u>158,300</u>

5. Bidder acknowledges that (1) each Quote Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Quotes, and final payment for all unit price Quote items will be based on actual quantities, determined as provided in the Contract Documents.

6. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

Addendum No. 1 Dated: 5/11/23 Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____ Addendum No. _____ Dated: _____

7. Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

BIDDER: [Indicate correct name of bidding entity]

URBAN COMPANIES LLC

By:

[Signature]

[Signature]

[Printed name]

GREG URBAN

Title:

OWNER

Submittal Date:

5/12/23

Address for giving notices:

3781 LABORE RD

ST PAUL MN 55110

If Bidder is a corporation, what is the state of incorporation?

MN

If Bidder is a partnership, state full name of all co-partners:

Federal Employer ID Number (EIN):

20-2564286

NON-COLLUSION AFFIDAVIT

The following Non-Collusion Affidavit shall be executed by the bidder:

State Project No. _____

Federal Project No. _____

State of Minnesota _____)

) ss

County of Hansen _____)

I, Greg Urban, do state under penalty of
(name of person signing this affidavit)

perjury under 28 U.S.C. 1746 of the laws of the United States:

(1) that I am the authorized representative of _____

URBAN COMPANIES LLC
(name of person, partnership or corporation submitting this proposal)

and that I have the authority to make this affidavit for and on behalf of said bidder;

(2) that, in connection with this proposal, the said bidder has not either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding;

(3) that, to the best of my knowledge and belief, the contents of this proposal have not been communicated by the bidder or by any of his/her employees or agents to any person who is not an employee or agent of the bidder or of the surety on any bond furnished with the proposal and will not be communicated to any person who is not an employee or agent of the bidder or of said surety prior to the official opening of the proposal; and

(4) that I have fully informed myself regarding the accuracy of the statements made in this affidavit.

Signed: [Signature]
(bidder or his/her authorized representative)

**ATTACHMENT A
PRIME CONTRACTOR RESPONSE**

RESPONSIBLE CONTRACTOR VERIFICATION AND CERTIFICATION OF COMPLIANCE

STATE PROJECT NUMBER: _____

This form includes changes by statutory references from the Laws of Minnesota 2015, chapter 64, sections 1-9. This form must be submitted with the response to this solicitation. A response received without this form, will be rejected.

Minn. Stat. § 16C.285, Subd. 7. **IMPLEMENTATION.** ... any prime contractor or subcontractor or motor carrier that does not meet the minimum criteria in subdivision 3 or fails to verify that it meets those criteria is not a responsible contractor and is not eligible to be awarded a construction contract for the project or to perform work on the project...

Minn. Stat. § 16C.285, Subd. 3. **RESPONSIBLE CONTRACTOR, MINIMUM CRITERIA.** "Responsible contractor" means a contractor that conforms to the responsibility requirements in the solicitation document for its portion of the work on the project and verifies that it meets the following minimum criteria:

- | | |
|-----|---|
| (1) | <p>The Contractor:</p> <ul style="list-style-type: none">(i) is in compliance with workers' compensation and unemployment insurance requirements;(ii) is in compliance with Department of Revenue and Department of Employment and Economic Development registration requirements if it has employees;(iii) has a valid federal tax identification number or a valid Social Security number if an individual; and(iv) has filed a certificate of authority to transact business in Minnesota with the Secretary of State if a foreign corporation or cooperative. |
| (2) | <p>The contractor or related entity is in compliance with and, during the three-year period before submitting the verification, has not violated section 177.24, 177.25, 177.41 to 177.44, 181.03, 181.101, 181.13, 181.14, or 181.722, and has not violated United States Code, title 29, sections 201 to 219, or United States Code, title 40, sections 3141 to 3148. For purposes of this clause, a violation occurs when a contractor or related entity:</p> <ul style="list-style-type: none">(i) repeatedly fails to pay statutorily required wages or penalties on one or more separate projects for a total underpayment of \$25,000 or more within the three-year period, provided that a failure to pay is "repeated" only if it involves two or more separate and distinct occurrences of underpayment during the three-year period;(ii) has been issued an order to comply by the commissioner of Labor and Industry that has become final;(iii) has been issued at least two determination letters within the three-year period by the Department of Transportation finding an underpayment by the contractor or related entity to its own employees;(iv) has been found by the commissioner of Labor and Industry to have repeatedly or willfully violated any of the sections referenced in this clause pursuant to section 177.27;(v) has been issued a ruling or findings of underpayment by the administrator of the Wage and Hour Division of the United States Department of Labor that have become final or have been upheld by an administrative law judge or the Administrative Review Board; or(vi) has been found liable for underpayment of wages or penalties or misrepresenting a construction worker as an independent contractor in an action brought in a court having jurisdiction. Provided that, if the contractor or related entity contests a determination of underpayment by the Department of Transportation in a contested case proceeding, a violation does not occur until the contested case proceeding has concluded with a determination that the contractor or related entity underpaid wages or penalties;* |

(3)	The contractor or related entity is in compliance with and, during the three-year period before submitting the verification, has not violated section 181.723 or chapter 326B. For purposes of this clause, a violation occurs when a contractor or related entity has been issued a final administrative or licensing order;*
(4)	The contractor or related entity has not, more than twice during the three-year period before submitting the verification, had a certificate of compliance under section 363A.36 revoked or suspended based on the provisions of section 363A.36, with the revocation or suspension becoming final because it was upheld by the Office of Administrative Hearings or was not appealed to the office;*
(5)	The contractor or related entity has not received a final determination assessing a monetary sanction from the Department of Administration or Transportation for failure to meet targeted group business, disadvantaged business enterprise, or veteran-owned business goals, due to a lack of good faith effort, more than once during the three-year period before submitting the verification;*
	* Any violations, suspensions, revocations, or sanctions, as defined in clauses (2) to (5), occurring prior to July 1, 2014, shall not be considered in determining whether a contractor or related entity meets the minimum criteria.
(6)	The contractor or related entity is not currently suspended or debarred by the federal government or the state of Minnesota or any of its departments, commissions, agencies, or political subdivisions that have authority to debar a contractor; and
(7)	All subcontractors and motor carriers that the contractor intends to use to perform project work have verified to the contractor through a signed statement under oath by an owner or officer that they meet the minimum criteria listed in clauses (1) to (6).

Minn. Stat. § 16C.285, Subd. 5. **SUBCONTRACTOR VERIFICATION.**

A prime contractor or subcontractor shall include in its verification of compliance under subdivision 4 a list of all of its first-tier subcontractors that it intends to retain for work on the project. Prior to execution of a construction contract, and as a condition precedent to the execution of a construction contract, the apparent successful prime contractor shall submit to the contracting authority a supplemental verification under oath confirming compliance with subdivision 3, clause (7). Each contractor or subcontractor shall obtain from all subcontractors with which it will have a direct contractual relationship a signed statement under oath by an owner or officer verifying that they meet all of the minimum criteria in subdivision 3 prior to execution of a construction contract with each subcontractor.

If a prime contractor or any subcontractor retains additional subcontractors on the project after submitting its verification of compliance, the prime contractor or subcontractor shall obtain verifications of compliance from each additional subcontractor with which it has a direct contractual relationship and shall submit a supplemental verification confirming compliance with subdivision 3, clause (7), within 14 days of retaining the additional subcontractors.

A prime contractor shall submit to the contracting authority upon request copies of the signed verifications of compliance from all subcontractors of any tier pursuant to subdivision 3, clause (7). A prime contractor and subcontractors shall not be responsible for the false statements of any subcontractor with which they do not have a direct contractual relationship. A prime contractor and subcontractors shall be responsible for false statements by their first-tier subcontractors with which they have a direct contractual relationship only if they accept the verification of compliance with actual knowledge that it contains a false statement.

Subd. 5a. Motor carrier verification. A prime contractor or subcontractor shall obtain annually from all motor carriers with which it will have a direct contractual relationship a signed statement under oath by an owner or officer verifying that they meet all of the minimum criteria in subdivision 3 prior to execution of a construction contract with each motor carrier. A prime contractor or subcontractor shall require each such motor carrier to provide it with immediate written notification in the event that the motor carrier no longer meets one or more of the minimum criteria in subdivision 3 after submitting its annual verification. A motor carrier shall be ineligible to perform work on a project covered by this section if it does not meet all the minimum criteria in subdivision 3. Upon request, a prime contractor or subcontractor shall submit to the contracting authority the signed verifications of compliance from all motor carriers providing for-hire transportation of materials, equipment, or supplies for a project.

Minn. Stat. § 16C.285, Subd. 4. **VERIFICATION OF COMPLIANCE.**

A contractor responding to a solicitation document of a contracting authority shall submit to the contracting authority a signed statement under oath by an owner or officer verifying compliance with each of the minimum criteria in subdivision 3, with the exception of clause (7), at the time that it responds to the solicitation document.

A contracting authority may accept a signed statement under oath as sufficient to demonstrate that a contractor is a responsible contractor and shall not be held liable for awarding a contract in reasonable reliance on that statement. A prime contractor, subcontractor, or motor carrier that fails to verify compliance with any one of the required minimum criteria or makes a false statement under oath in a verification of compliance shall be ineligible to be awarded a construction contract on the project for which the verification was submitted.

A false statement under oath verifying compliance with any of the minimum criteria may result in termination of a construction contract that has already been awarded to a prime contractor or subcontractor or motor carrier that submits a false statement. A contracting authority shall not be liable for declining to award a contract or terminating a contract based on a reasonable determination that the contractor failed to verify compliance with the minimum criteria or falsely stated that it meets the minimum criteria. A verification of compliance need not be notarized. An electronic verification of compliance made and submitted as part of an electronic bid shall be an acceptable verification of compliance under this section provided that it contains an electronic signature as defined in section 325L.02, paragraph (h).

CERTIFICATION

By signing this document I certify that I am an owner or officer of the company, and I certify under oath that:

- 1) My company meets each of the Minimum Criteria to be a responsible contractor as defined herein and is in compliance with Minn. Stat. § 16C.285, and
- 2) if my company is awarded a contract, I will submit Attachment A-1 prior to contract execution, and
- 3) if my company is awarded a contract, I will also submit Attachment A-2 as required.

Authorized Signature of Owner or Officer: 	Printed Name: GREG URBAN
Title: OWNER	Date: 5/12/23
Company Name: URBAN COMPANIES LLC	

NOTE: Minn. Stat. § 16C.285, Subd. 2, (c) If only one prime contractor responds to a solicitation document, a contracting authority may award a construction contract to the responding prime contractor even if the minimum criteria in subdivision 3 are not met.

ATTACHMENT A-1

FIRST-TIER SUBCONTRACTORS LIST

SUBMIT PRIOR TO EXECUTION OF A CONSTRUCTION CONTRACT

STATE PROJECT NUMBER: _____

Minn. Stat. § 16C.285, Subd. 5. A prime contractor or subcontractor shall include in its verification of compliance under subdivision 4 a list of all of its first-tier subcontractors that it intends to retain for work on the project. Prior to execution of a construction contract, and as a condition precedent to the execution of a construction contract, the apparent successful prime contractor shall submit to the contracting authority a supplemental verification under oath confirming compliance with subdivision 3, clause (7). Each contractor or subcontractor shall obtain from all subcontractors with which it will have a direct contractual relationship a signed statement under oath by an owner or officer verifying that they meet all of the minimum criteria in subdivision 3 prior to execution of a construction contract with each subcontractor.

FIRST TIER SUBCONTRACTOR NAMES* (Legal name of company as registered with the Secretary of State)	Name of city where company home office is located
MORCON CONSTRUCTION	FROSLEY

*Attach additional sheets as needed for submission of all first-tier subcontractors.

SUPPLEMENTAL CERTIFICATION FOR ATTACHMENT A-1	
By signing this document I certify that I am an owner or officer of the company, and I certify under oath that: All first-tier subcontractors listed on attachment A-1 have verified through a signed statement under oath by an owner or officer that they meet the minimum criteria to be a responsible contractor as defined in Minn. Stat. § 16C.285.	
Authorized Signature of Owner or Officer:	Printed Name:
	Greg Urban
Title:	Date:
Owner	5/12/23
Company Name:	
URBAN COMPANIES LLC	

Bidder: Vinco Inc.	
Address: 18995 Forest Blvd N	
City, State, Zip: Forest Lake, MN 55025	
E-mail Address: m.klinkhammer@vinco-inc.com	Telephone No.: 651-677-0700

QUOTE FORM – ELECTRIC
RAILROAD PARK VETERANS MEMORIAL
CITY OF WYOMING, MN
WSB PROJECT NO. 018972-000

QUOTE DUE 1:00 pm
Quote Due Date May 16, 2023

This Quote is submitted to:
Camberg@wsbeng.com for the City of Wyoming:

1. The undersigned Bidder proposes and agrees, if this Quote is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices in this Quote, within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
2. This Quote will remain subject to acceptance for 60 days after the quote is submitted, or for such longer period of time that Bidder may agree to in writing upon request of Owner.
3. In submitting this Quote, Bidder represents that:
 - a. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - b. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
 - c. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
 - d. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.
 - e. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this for performance of the Work at the price quoted and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
 - f. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
 - g. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
 - h. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
 - i. The submission of this Quote constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement listed herein, and that without exception the Quote and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.
4. Bidder will complete the work in accordance with the Contract Documents for the following price(s):

BASE BID SCHEDULE – ELECTRIC PACKAGE

DESCRIPTION	UNITS	QTY	TOTAL PRICE
Electric Work	Lump Sum	1	\$25,690.00

5. Bidder acknowledges that (1) each Quote Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Quotes, and final payment for all unit price Quote items will be based on actual quantities, determined as provided in the Contract Documents.
6. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:
- Addendum No. X Dated: _____ Addendum No. X Dated: _____
- Addendum No. X Dated: _____ Addendum No. X Dated: _____
7. Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

BIDDER: [Indicate correct name of bidding entity]

Vinco Inc.

By:
[Signature]

Matthew Klinkhammer

[Printed name]

Matthew Klinkhammer

Title:

Estimator

Submittal Date:

5/16/2023

Address for giving notices:

18995 Forest Blvd N, Box 907 Forest Lake, MN 55025

If Bidder is a corporation, what is the state of incorporation?

Minnesota

If Bidder is a partnership, state full name of all co-partners:

Federal Employer ID Number (EIN):

41-1874693

NON-COLLUSION AFFIDAVIT

The following Non-Collusion Affidavit shall be executed by the bidder:

State Project No. 018972-000

Federal Project No. _____

State of Minnesota _____)

) ss

County of Washington _____)

I, Matthew Klinkhammer, do state under penalty of
(name of person signing this affidavit)

perjury under 28 U.S.C. 1746 of the laws of the United States:

(1) that I am the authorized representative of Vinco Inc.

(name of person, partnership or corporation submitting this proposal)

and that I have the authority to make this affidavit for and on behalf of said bidder;

(2) that, in connection with this proposal, the said bidder has not either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding;

(3) that, to the best of my knowledge and belief, the contents of this proposal have not been communicated by the bidder or by any of his/her employees or agents to any person who is not an employee or agent of the bidder or of the surety on any bond furnished with the proposal and will not be communicated to any person who is not an employee or agent of the bidder or of said surety prior to the official opening of the proposal; and

(4) that I have fully informed myself regarding the accuracy of the statements made in this affidavit.

Signed: Matthew Klinkhammer
(bidder or his/her authorized representative)

**ATTACHMENT A
PRIME CONTRACTOR RESPONSE**

RESPONSIBLE CONTRACTOR VERIFICATION AND CERTIFICATION OF COMPLIANCE

STATE PROJECT NUMBER: 018972-000

This form includes changes by statutory references from the Laws of Minnesota 2015, chapter 64, sections 1-9. This form must be submitted with the response to this solicitation. A response received without this form, will be rejected.

Minn. Stat. § 16C.285, Subd. 7. **IMPLEMENTATION.** ... any prime contractor or subcontractor or motor carrier that does not meet the minimum criteria in subdivision 3 or fails to verify that it meets those criteria is not a responsible contractor and is not eligible to be awarded a construction contract for the project or to perform work on the project...

Minn. Stat. § 16C.285, Subd. 3. **RESPONSIBLE CONTRACTOR, MINIMUM CRITERIA.** "Responsible contractor" means a contractor that conforms to the responsibility requirements in the solicitation document for its portion of the work on the project and verifies that it meets the following minimum criteria:

- | | |
|-----|---|
| (1) | <p>The Contractor:</p> <ul style="list-style-type: none">(i) is in compliance with workers' compensation and unemployment insurance requirements;(ii) is in compliance with Department of Revenue and Department of Employment and Economic Development registration requirements if it has employees;(iii) has a valid federal tax identification number or a valid Social Security number if an individual; and(iv) has filed a certificate of authority to transact business in Minnesota with the Secretary of State if a foreign corporation or cooperative. |
| (2) | <p>The contractor or related entity is in compliance with and, during the three-year period before submitting the verification, has not violated section 177.24, 177.25, 177.41 to 177.44, 181.03, 181.101, 181.13, 181.14, or 181.722, and has not violated United States Code, title 29, sections 201 to 219, or United States Code, title 40, sections 3141 to 3148. For purposes of this clause, a violation occurs when a contractor or related entity:</p> <ul style="list-style-type: none">(i) repeatedly fails to pay statutorily required wages or penalties on one or more separate projects for a total underpayment of \$25,000 or more within the three-year period, provided that a failure to pay is "repeated" only if it involves two or more separate and distinct occurrences of underpayment during the three-year period;(ii) has been issued an order to comply by the commissioner of Labor and Industry that has become final;(iii) has been issued at least two determination letters within the three-year period by the Department of Transportation finding an underpayment by the contractor or related entity to its own employees;(iv) has been found by the commissioner of Labor and Industry to have repeatedly or willfully violated any of the sections referenced in this clause pursuant to section 177.27;(v) has been issued a ruling or findings of underpayment by the administrator of the Wage and Hour Division of the United States Department of Labor that have become final or have been upheld by an administrative law judge or the Administrative Review Board; or(vi) has been found liable for underpayment of wages or penalties or misrepresenting a construction worker as an independent contractor in an action brought in a court having jurisdiction. Provided that, if the contractor or related entity contests a determination of underpayment by the Department of Transportation in a contested case proceeding, a violation does not occur until the contested case proceeding has concluded with a determination that the contractor or related entity underpaid wages or penalties;* |

(3)	The contractor or related entity is in compliance with and, during the three-year period before submitting the verification, has not violated section 181.723 or chapter 326B. For purposes of this clause, a violation occurs when a contractor or related entity has been issued a final administrative or licensing order;*
(4)	The contractor or related entity has not, more than twice during the three-year period before submitting the verification, had a certificate of compliance under section 363A.36 revoked or suspended based on the provisions of section 363A.36, with the revocation or suspension becoming final because it was upheld by the Office of Administrative Hearings or was not appealed to the office;*
(5)	The contractor or related entity has not received a final determination assessing a monetary sanction from the Department of Administration or Transportation for failure to meet targeted group business, disadvantaged business enterprise, or veteran-owned business goals, due to a lack of good faith effort, more than once during the three-year period before submitting the verification;*
	* Any violations, suspensions, revocations, or sanctions, as defined in clauses (2) to (5), occurring prior to July 1, 2014, shall not be considered in determining whether a contractor or related entity meets the minimum criteria.
(6)	The contractor or related entity is not currently suspended or debarred by the federal government or the state of Minnesota or any of its departments, commissions, agencies, or political subdivisions that have authority to debar a contractor; and
(7)	All subcontractors and motor carriers that the contractor intends to use to perform project work have verified to the contractor through a signed statement under oath by an owner or officer that they meet the minimum criteria listed in clauses (1) to (6).

Minn. Stat. § 16C.285, Subd. 5. **SUBCONTRACTOR VERIFICATION.**

A prime contractor or subcontractor shall include in its verification of compliance under subdivision 4 a list of all of its first-tier subcontractors that it intends to retain for work on the project. Prior to execution of a construction contract, and as a condition precedent to the execution of a construction contract, the apparent successful prime contractor shall submit to the contracting authority a supplemental verification under oath confirming compliance with subdivision 3, clause (7). Each contractor or subcontractor shall obtain from all subcontractors with which it will have a direct contractual relationship a signed statement under oath by an owner or officer verifying that they meet all of the minimum criteria in subdivision 3 prior to execution of a construction contract with each subcontractor.

If a prime contractor or any subcontractor retains additional subcontractors on the project after submitting its verification of compliance, the prime contractor or subcontractor shall obtain verifications of compliance from each additional subcontractor with which it has a direct contractual relationship and shall submit a supplemental verification confirming compliance with subdivision 3, clause (7), within 14 days of retaining the additional subcontractors.

A prime contractor shall submit to the contracting authority upon request copies of the signed verifications of compliance from all subcontractors of any tier pursuant to subdivision 3, clause (7). A prime contractor and subcontractors shall not be responsible for the false statements of any subcontractor with which they do not have a direct contractual relationship. A prime contractor and subcontractors shall be responsible for false statements by their first-tier subcontractors with which they have a direct contractual relationship only if they accept the verification of compliance with actual knowledge that it contains a false statement.

Subd. 5a. Motor carrier verification. A prime contractor or subcontractor shall obtain annually from all motor carriers with which it will have a direct contractual relationship a signed statement under oath by an owner or officer verifying that they meet all of the minimum criteria in subdivision 3 prior to execution of a construction contract with each motor carrier. A prime contractor or subcontractor shall require each such motor carrier to provide it with immediate written notification in the event that the motor carrier no longer meets one or more of the minimum criteria in subdivision 3 after submitting its annual verification. A motor carrier shall be ineligible to perform work on a project covered by this section if it does not meet all the minimum criteria in subdivision 3. Upon request, a prime contractor or subcontractor shall submit to the contracting authority the signed verifications of compliance from all motor carriers providing for-hire transportation of materials, equipment, or supplies for a project.

Minn. Stat. § 16C.285, Subd. 4. **VERIFICATION OF COMPLIANCE.**

A contractor responding to a solicitation document of a contracting authority shall submit to the contracting authority a signed statement under oath by an owner or officer verifying compliance with each of the minimum criteria in subdivision 3, with the exception of clause (7), at the time that it responds to the solicitation document.

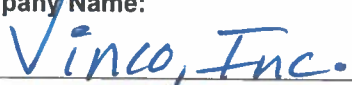
A contracting authority may accept a signed statement under oath as sufficient to demonstrate that a contractor is a responsible contractor and shall not be held liable for awarding a contract in reasonable reliance on that statement. A prime contractor, subcontractor, or motor carrier that fails to verify compliance with any one of the required minimum criteria or makes a false statement under oath in a verification of compliance shall be ineligible to be awarded a construction contract on the project for which the verification was submitted.

A false statement under oath verifying compliance with any of the minimum criteria may result in termination of a construction contract that has already been awarded to a prime contractor or subcontractor or motor carrier that submits a false statement. A contracting authority shall not be liable for declining to award a contract or terminating a contract based on a reasonable determination that the contractor failed to verify compliance with the minimum criteria or falsely stated that it meets the minimum criteria. A verification of compliance need not be notarized. An electronic verification of compliance made and submitted as part of an electronic bid shall be an acceptable verification of compliance under this section provided that it contains an electronic signature as defined in section 325L.02, paragraph (h).

CERTIFICATION

By signing this document I certify that I am an owner or officer of the company, and I certify under oath that:

- 1) My company meets each of the Minimum Criteria to be a responsible contractor as defined herein and is in compliance with Minn. Stat. § 16C.285, and
- 2) if my company is awarded a contract, I will submit Attachment A-1 prior to contract execution, and
- 3) if my company is awarded a contract, I will also submit Attachment A-2 as required.

Authorized Signature of Owner or Officer: 	Printed Name: 
Title: 	Date: 
Company Name: 	

NOTE: Minn. Stat. § 16C.285, Subd. 2, (c) If only one prime contractor responds to a solicitation document, a contracting authority may award a construction contract to the responding prime contractor even if the minimum criteria in subdivision 3 are not met.

Park Advisory Commission Memo

Date: June 2, 2023

Presented to: Chair Spangler and Park Advisory Commission Members

Presented by: Alex Saxe, Assistant City Administrator

Department: Administration

Reference: Fireside Park

Method: New Business

Background Information:

The PAC has made redevelopment of Fireside Park a priority this year. At a previous meeting they directed staff to explore some ideas for the Bee and Butterfly Garden and some options for new playground equipment.

Staff talked internally about the Bee and Butterfly Garden, while there was no set time frame to preserve that as a garden, that area is very wet and makes it challenging to put anything else over there. Previous PAC and Council wanted this Bee and Butterfly Garden in place and it presents a naturalistic feel for that area of the park. Our Zoning Administrator feels there is not much else that could go back there in terms of recreational or other items. It was suggested to maybe put a boardwalk in there to make it more accessible. Staff had that discussion and wanted further direction from PAC to see if they would like the city to get quotes on that. Construction costs alone would be at least \$80,000 plus ongoing maintenance costs.

Staff inquired about some inclusive playground equipment and received some info for that. Staff will provide a handout with that info at the meeting. Some of that equipment would be grant eligible, but usually they only come in 1 piece versus a whole set. But if that is a direction PAC would like to go staff can start looking at pricing.

Recommendation:

Staff is now looking for further direction. Staff would recommend backing away from a full park redevelopment at this time, due to cost and other priority projects. It would be beneficial to focus on playground upgrades at Fireside at this time whether that is going the inclusive route or other types of equipment.



CITY OF WYOMING

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



Park Advisory Commission Memo

Date: June 2, 2023

Presented to: Chair Spangler and Park Advisory Commission Members

Presented by: Alex Saxe, Assistant City Administrator

Department: Administration

Reference: Future Park Planning

Method: New Business

Background Information:

When staff was doing public engagement for the master plan, it was brought up several times about the city getting a splash pad and/or dog park. This has been a priority for council in the past, staff wants start discussions on exploring these amenities.

Potential locations to explore for a splash pad according to the Master Plan would be Goodview Park or Tolzmaan. For a dog park it could be out by the Police Station or Lion's Park.

If the commission is not interested in a splash pad or dog park, there are some other amenities that could be addressed: Adding pickleball courts or figuring out what to do with Verges Park, etc.

Recommendation:

Staff is trying to generate some amenity ideas from the PAC to explore to make small but impactful changes to the Park system rather than doing a massive redevelopment project



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Park Advisory Commission Memo

Date: June 2, 2023

Presented to: Park Advisory Commission

Presented by: Alex Saxe, Assistant City Administrator

Department: Administration

Reference: Cancel July Meeting

Method: New Business

Background Information:

At the first meeting of the year the calendar of meetings was set by the Park Advisory Commission. City staff have conflicts on Monday, July 3rd and would ask the Park Advisory Commission to consider cancelling the July meeting.

Recommendation:

To consider cancelling the July PAC meeting.



CITY OF WYOMING

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Communication

Date: June 2, 2023

Presented to: Chair Spangler and Park Advisory Commission Members

Presented by: Alex Saxe, Assistant City Administrator

Department: Administration

Reference: Trail Easement Agreement between Premier Custom Homes and the city of Wyoming

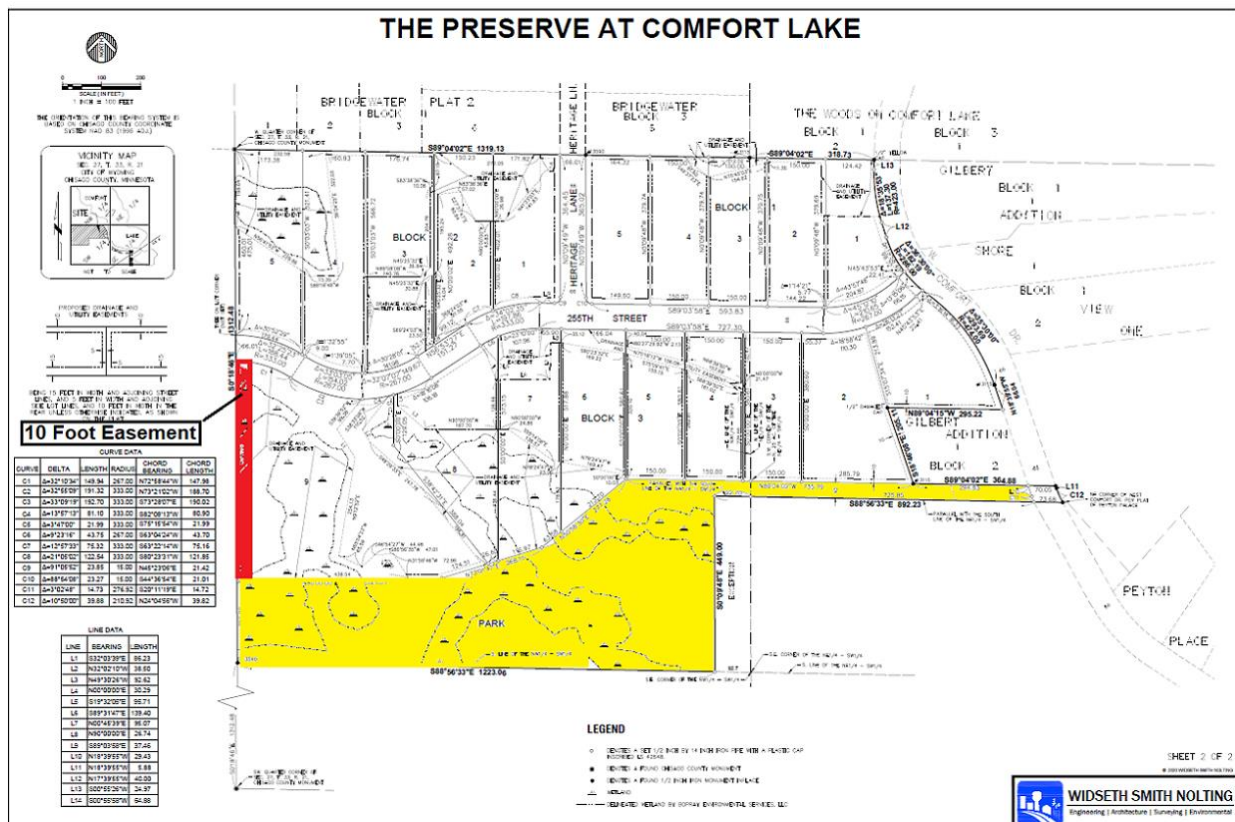
Method: Communication

Background Information:

This is a brief update to the PAC on a previous development agreement that was made back in 2020 regarding a Trail at Preserve at Comfort Lake. This will be going to City Council on June 5th to approve.

At the April 7, 2020 city council meeting the council approved a final plat for the preserve of comfort Lake subdivision. The final plat approved a 47.83-acre property along West Comfort Drive. The subdivision would create 19 single-family home sites with dedicated park land and a new public street extension. The proposed lots in the final plat range in size from 1.25 to 5.56-acres. A 9.59-acre parcel is delineated south of the lots and identified as a proposed park.

As part of providing access to the portion of the development dedicated park land it was necessary to have an easement from the public road back to the park area as designated in the plat below.



The Easement agreement between Premier custom homes and the city of Wyoming grants and conveys to the city a perpetual, nonexclusive easement for pedestrian public trail purposes (the "Easement") across the portion of the Property legally described on Exhibit B in the easement document attached hereto and depicted on Exhibit C hereto (the "Easement Area"). The developer will be removing the existing trees in the easement and creating a wood chip walking path pursuant to the development agreement and the city will withhold release of the letter of credit until completed in full.

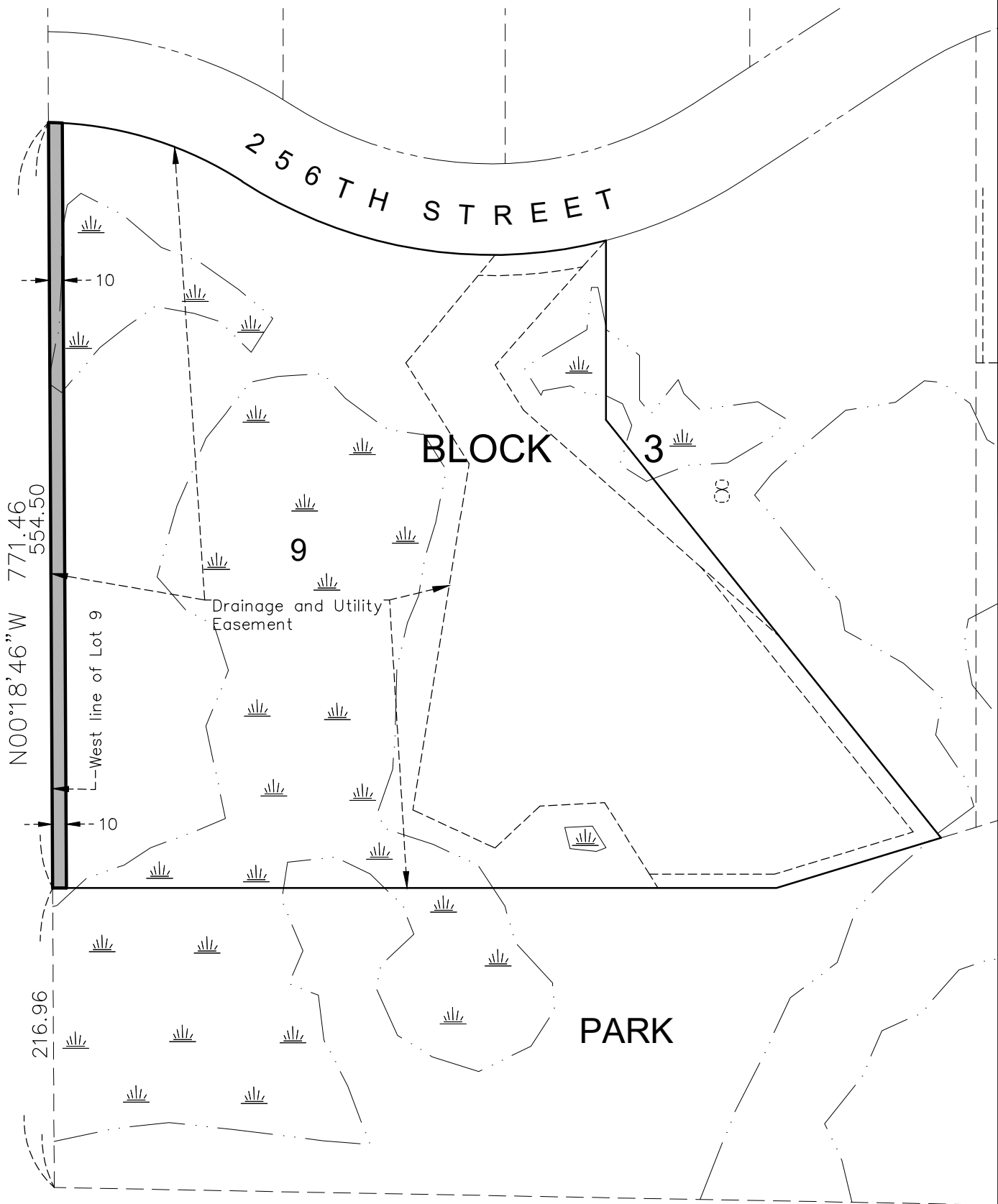
Staff is recommending Council approve a Trail Easement Agreement between Premier Custom Homes and The city of Wyoming



CITY OF WYOMING

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

EASEMENT EXHIBIT

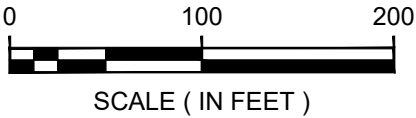
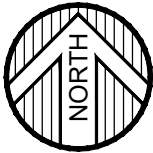


PROPOSED EASEMENT DESCRIPTION:

The West 10 feet of Lot 9, Block 3, THE PRESERVE AT COMFORT LAKE, according to the recorded plat thereof, Chisago County, Minnesota.



PROPOSED EASEMENT AREA



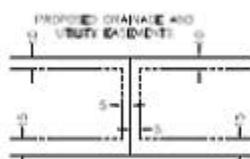
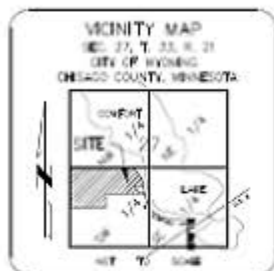
DATE: March 2023	DATE:	AMENDMENTS	BY:	PREPARED FOR: BOB MUSKE JR	
SCALE: AS SHOWN				I HEREBY CERTIFY THAT THIS SURVEY, PLAN, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF MINNESOTA.	
DRAWN BY: JMM					
CHECKED BY: KLJ				Kelly L. Jordan	
FILE NUMBER: 2023-10376				DATE: 03/23/2023 LIC. NO. 42648	

THE PRESERVE AT COMFORT LAKE



0 100 200
SCALE (IN FEET)
1 INCH = 100 FEET

THE ORIENTATION OF THIS BEARING SYSTEM IS
BASED ON CHICAGO COUNTY VERMONT
SYSTEM NAD 83 (1985 ADJ.)



BEING 15 FEET IN WIDTH AND ADJOINING STREET
LINES, AND 5 FEET IN WIDTH AND ADJOINING
THE LOT LINES, AND 10 FEET IN WIDTH IN THE
REAR UNLESS OTHERWISE INDICATED, AS SHOWN
ON PLAT.

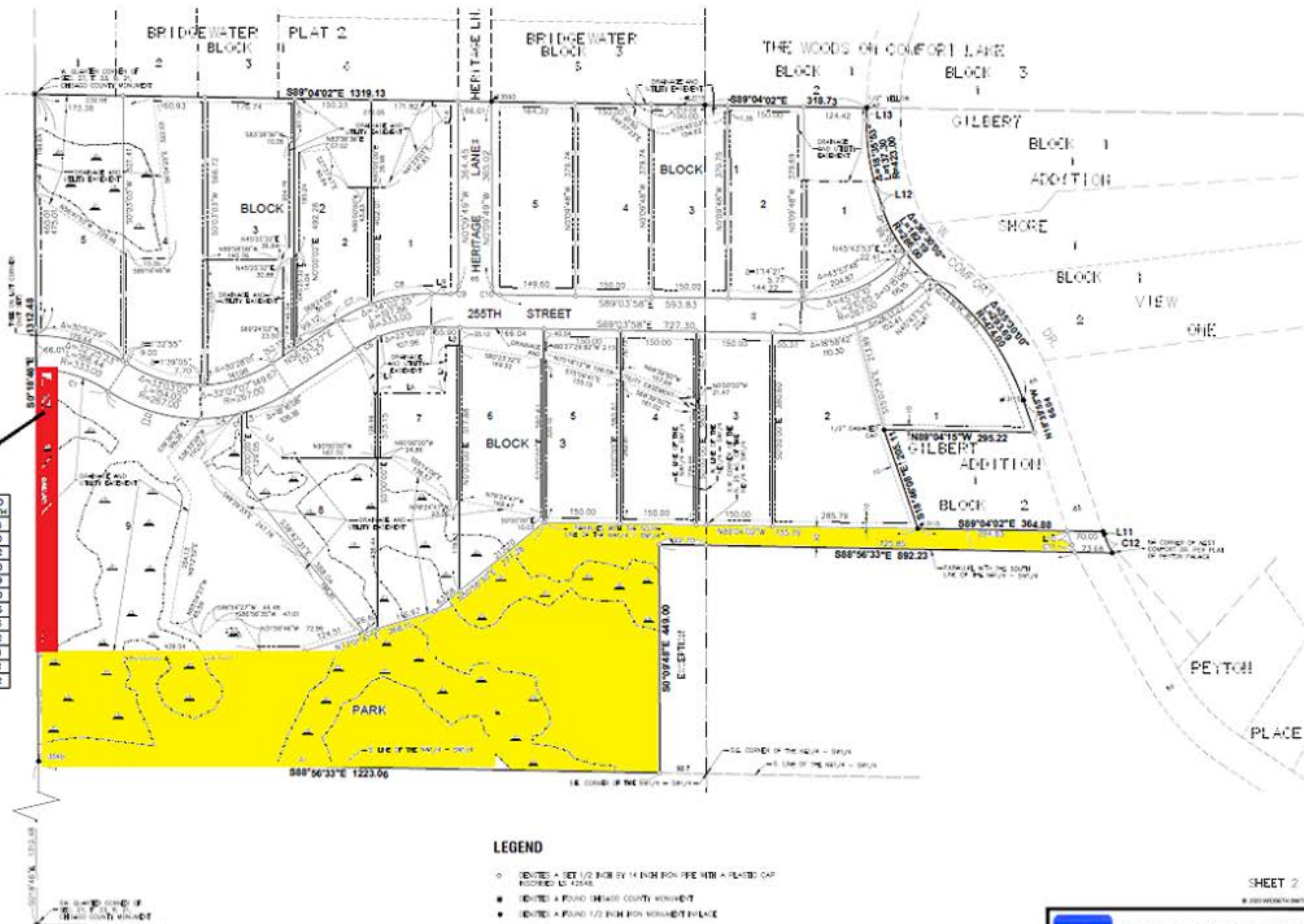
10 Foot Easement

CURVE DATA

CURVE	DELTA	LENGTH	RADIUS	CHORD BEARING	CHORD LENGTH
C1	S-32°10'34"	148.94	267.00	N72°58'44"W	147.98
C2	S-32°55'09"	191.32	333.00	N73°21'02"W	188.70
C3	S-33°09'19"	152.70	333.00	S73°28'07"E	150.02
C4	S-12°57'13"	81.10	333.00	S82°08'13"W	80.90
C5	S-31°47'00"	21.99	333.00	S75°16'54"W	21.99
C6	S-9°23'16"	43.75	267.00	S63°04'24"W	43.70
C7	S-12°57'33"	75.32	333.00	S63°22'14"W	75.16
C8	S-21°05'02"	122.54	333.00	S80°23'31"W	121.85
C9	S-91°05'52"	23.85	15.00	N48°23'06"E	21.42
C10	S-88°54'08"	23.27	15.00	S44°36'54"E	21.01
C11	S-3°02'48"	14.73	276.92	S20°11'19"E	14.72
C12	S-10°50'00"	39.88	210.52	N04°04'55"W	39.82

LINE DATA

LINE	BEARING	LENGTH
L1	S32°03'29"E	86.23
L2	N32°02'10"W	38.50
L3	N49°30'26"W	32.62
L4	N00°00'00"E	30.29
L5	S15°32'05"E	95.71
L6	S89°31'47"E	139.40
L7	N00°45'39"E	96.07
L8	N90°00'00"E	26.74
L9	S89°03'58"E	37.46
L10	N18°39'55"W	29.43
L11	N18°39'55"W	5.88
L12	N17°39'55"W	40.00
L13	S00°55'26"W	24.97
L14	S00°55'58"W	54.88



LEGEND

- IDENTIFIED SET 1/2 INCH BY 1/4 INCH IRON PIPE WITH A PLACED CAP
RECORDED IN 42548
- IDENTIFIED A FOUND CHICAGO COUNTY VERMONT
- IDENTIFIED A FOUND 1/2 INCH IRON MONUMENT IN PLACE
- METEOR
- ELEVATED WETLAND BY SOPRAY ENVIRONMENTAL SERVICES, LLC

SHEET 2 OF 2

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Engineering | Architecture | Surveying | Environmental