

FAIRMONT CITY COUNCIL AGENDA

Monday, April 24, 2023, 5:30 p.m.

1. **Roll Call/Determination of Quorum**
2. **Pledge of Allegiance**
3. **Approval of Agenda**
4. **Recognition/Presentations**
 - 4.1 Proclamation – Arbor Day (03)
5. **Public Discussion/Comment** (Individual comments are limited to 3 minutes) (05)
6. **Consent Agenda** (Items removed from consent will be placed at the end of the items under new business)
 - A. **Minutes**
 - 6.A.1 Regular Meeting, April 10, 2023 (06)
 - B. **Check Registers**
 - 6.B.1 April Accounts Payable (09)
 - C. **Other**
 - 6.C.1 Event Permit, Jamie Kueker/Godis4U!Ministries – Hope Fest July 21& 22, 2023 (10)
 - 6.C.2 Event Permit, American Legion, DAV & VFW – Veterans Serving Veterans Picnic, July 29, 2023 (13)
 - 6.C.3 Temporary On-Sale Liquor License for Truman Fire Department Relief Association (16)
7. **Public Hearings**
8. **Old Business**
9. **New Business**
 - 9.1 One Watershed One Plan Policy Committee (17)

9.2	Award 2023 Overlay Projects, Improvement Contract 2023-A	(18)
9.3	Conditional Use Permit for a Water-Oriented Accessory Structure at 221 Krahrmer Drive	(21)
9.4	Fire Department	(31)
9.5	Wold Contract Approval	(39)
9.6	City Administrator Position	(96)

10. Council Discussion

11. Staff/Liaison Reports

A. Public Works

B. Finance

C. City Administrator

D. Mayor/Council

Hasek – PUC

Kawecki – Library, CC Advisory Board, Safety Council

Lubenow – Park Board

Maynard – CC Advisory Board, Airport

Miller - CER

12. Adjournment



Fairmont City Council
April 24, 2023

Agenda Item: 4.1

From: Mayor Lee Baarts
To: City Council

Subject: Proclamation – Arbor Day

Policy/Action Requested: Proclamation
Vote Required: _____ Simple Majority _____ Roll Call

Recommendation:

Overview: Mayor Lee C. Baarts will proclaim Friday, April 28, 2023 as Arbor Day in the City of Fairmont.

Budget Impact: N/A

Attachments: Proclamation

Council Action: _____ Date: _____



CITY OF FAIRMONT – 100 Downtown Plaza – Fairmont, MN 56031
www.fairmont.org

Phone (507) 238-9461

Fax (507) 238-9469

PROCLAMATION

WHEREAS, Arbor Day provides an opportunity to celebrate the importance of trees and forests to our economy, culture, history and future of the state; and,

WHEREAS, trees are of great value as they provide clean air and water, shade and energy savings, wildlife habitat, recreational opportunities, wood products, and jobs, while also capturing and storing carbon from atmosphere, thereby offsetting greenhouse gas emissions; and,

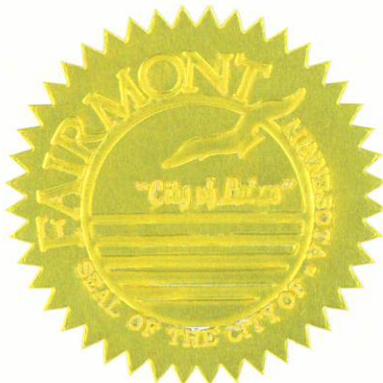
WHEREAS, properly planting and caring for a diverse mix of trees makes community forests more resilient by minimizing the impacts of diseases, insects, and other stressors such as climate change and providing long-term community and environmental benefits; and,

WHEREAS, thoughtfully choosing, planting, and caring for a diverse mix of trees now supports resilient communities into the future.

NOW THEREFORE, I, Lee C. Baarts, Mayor of the City of Fairmont, Minnesota, do hereby proclaim Friday, April 28, 2023, as:

ARBOR DAY

in the City of Fairmont.





Lee C. Baarts, Mayor



Fairmont City Council
April 24, 2023

Agenda Item: 5

From: Cathy Reynolds, City Administrator

To: Mayor and City Council

Subject: Public Discussion/Comment

INDIVIDUAL COMMENTS ARE LIMITED TO 3 MINUTES

Overview: Prior to regular business, is there any public discussion/comment?

Budget Impact: N/A

Attachments: N/A

Council Action: _____ Date: _____



Fairmont City Council
April 24, 2023

Agenda Item: 6.A.1

From: Patricia J. Monsen, City Clerk
To: Mayor and City Council

Subject: Council Minutes from Regular Meeting on April 10, 2023

Policy/Action Requested: To Approve City Council Minutes from April 10, 2023

Vote Required: Simple Majority Roll Call

Recommendation: Approval

Overview:

Budget Impact: N/A

Attachments: City Council Minutes Regular Meeting, April 10, 2023

Council Action: _____ Date: _____

The minutes of the Fairmont City Council meeting held on Monday, April 10, 2023, at the City Hall Council Chambers.

Mayor Lee Baarts called the meeting to order at 5:30 p.m.

Council Members Wayne Hasek, Britney Kawecki, Randy Lubenow, Jay Maynard and Michele Miller were present. Also in attendance: City Administrator Cathy Reynolds, Finance Director Paul Hoye, City Clerk Patricia Monsen, Civil Engineer Tyler Cowing and City Attorney Cara Brown.

City Clerk Monsen administered the Oath of Office to newly appointed Ward 3 Council Member Randy Lubenow.

Council Member Hasek made a motion to approve the agenda as presented. Council Member Maynard seconded the motion and the motion carried.

Mayor Baarts proclaimed April 2023 as Child Abuse and Neglect Prevention Month in the City of Fairmont.

Ashley Brenke with Martin County Soil and Water Conservation District presented an update on the Board of Soil and Water Resource's One Watershed, One Plan implementation for the Blue Earth River Watershed.

Reynolds gave a final presentation on the Public Works Building project and budget. The project was issued a final certificate of occupancy in April 2023 and was completed \$160,497 under budget.

During Public Comment, Terry Riggs voiced her concerns about the proposed community center. Todd Smith made a comment.

Council Member Hasek made a motion to approve the consent agenda. Council Member Maynard seconded the motion and the motion carried. Items on the consent agenda were: Minutes from the March 27, 2023 City Council meeting and an Event Permit for Celestial Discs to hold a disc golf tournament at Cedar Creek Park on May 20, 2023.

Civil Engineer Cowing spoke of the Adopt-a-Drain Program. Council Member Kawecki made a motion to approve the contract with Hamline University for the Adopt-a-Drain Program. Council Member Maynard seconded the motion and the motion carried.

Council Member Kawecki made a motion to approve the updated 2023 Council Liaison Assignments. Council Member Maynard seconded the motion and the motion carried. Council Member Lubenow will be appointed to the Park Board, HRA and Board of Equalization. Council Member Miller will be appointed to Visit Fairmont.

Council Member Miller made a motion to approve **Resolution 2023-16** awarding the 2023-B Seal Coat project to Pearson Bros., Inc. of Hanover, Minnesota in the amount of \$139,908.61. Council Member Lubenow seconded the motion and the motion carried.

Council Member Hasek made a motion to approve Exhibits B & C to the Western Area Power Association contract. Council Member Miller seconded the motion and the motion carried.

Council Member Maynard made a motion to approve **Resolution 2023-17** declaring a public right-of-way at the intersection of Highway 15, Torgerson Drive and the service road. Council Member Miller seconded the motion and the motion carried.

Discussion was held regarding hiring a new owner’s representative for the proposed community center. Council Member Kawecki made a motion to move forward with an RFP for an owner’s representative. Council Member Maynard seconded the motion. Council Member Lubenow made a motion to amend Council Member Kawecki’s motion to read: motion to negotiate to bring back Tegra under the current contract. Council Member Maynard seconded the motion. On roll call: Council Members Kawecki, Lubenow, Maynard and Miller all voted aye. Council Member Hasek voted nay. Mayor Baarts declared the motion to amend passed. On roll call for the amended motion: Council Members Kawecki, Lubenow, Maynard and Miller all voted aye. Council Member Hasek voted nay. Mayor Baarts declared said amended motion passed.

Reynolds advised that a joint work session has been scheduled for Monday, April 17, 2023 at 5:00 p.m. at the Southern Minnesota Educational Campus to discuss the zoning code update. This meeting will be with the City Council, Planning Commission and Board of Zoning Appeals.

Council Member Lubenow reported that the HRA has agreed to move forward with hiring a shared Economic Development Coordinator with the City. The HRA is working on a purchase agreement for land located by Lakeview to build twin homes. The HRA has also been working with the DNR to identify Ash trees to be removed and replacement trees to be planted.

Council Member Miller reported that FEDA is moving forward with a purchase agreement for the sale of the incubator building on Winnebago Avenue. There are twelve businesses downtown that are interested in the façade program. FEDA staff will be attending the Area Career Exploration day on April 12th at the Fairmont High School.

A motion was made by Council Member Miller, seconded by Council Member Maynard and carried to adjourn the meeting at 6:43 p.m.

Lee C. Baarts, Mayor

ATTEST:

Patricia J. Monsen, City Clerk



Fairmont City Council
April 24, 2023

Agenda Item: 6.B.1

From: Paul Hoyer, Finance Director
To: Mayor and City Council

Subject: Accounts Payable April 2023

Policy/Action Requested: To approve accounts payable for April 2023.

Vote Required: Simple Majority Roll Call

Recommendation: Approval of the payment of the April 2023 bills.

Overview:

Budget Impact: N/A

Attachments: April 2023 Bills – Attached at the end of the Council Agenda

Council Action: _____ Date: _____



Fairmont City Council
April 24, 2023

Agenda Item: 6.C.1

From: Patricia J. Monsen, City Clerk
To: Mayor and City Council

Subject: Event Permit – Jamie Kueker/GODIS4U! Ministries, HOPEFEST, July 21 & 22, 2023

Policy/Action Requested: Motion to approve the Event Permit for Jamie Kueker/GODIS4U! Ministries to hold HOPEFEST on July 21 & 22, 2023 at Sylvania Park.

Vote Required: Simple Majority Roll Call

Recommendation: Approval

Overview: Jamie Kueker/GODIS4U! Ministries has made application for an Event Permit to hold HOPEFEST on July 21 and July 22, 2023 at Sylvania Park. This will be a two-day event from 4:00 p.m. to 10:00 p.m. each day. HOPEFEST is a family friendly event with worship, live music and free meals.

This is the tenth year that Jamie Kueker has organized and brought family friendly events to the park.

Budget Impact: N/A

Attachments: Event Permit Application

Council Action: _____ Date: _____



EVENT APPLICATION/PERMIT

This form must be filed with the City at least thirty (30) days in advance of the event. The City will review the application in accordance with the permitting process outlined in the City Code, Chapter 18. Attach additional sheets, maps, etc. if necessary. For events which include overnight camping a separate addendum must be included with the event application.

Date: 4-14-23

Permit Fee: \$15.00

Event: HOPEFEST

Sponsoring entity: JAMIE KUEKER/GOD IS 4U! MINISTRIES

Address: 1227 NORTH ORIENT ST. FAIRMONT MN 56031

Maximum estimated number of persons expected to attend at any one time: 300-400

Event coordinator(s): JAMIE KUEKER

Contact Info: 507-230-3048 Phone #

quidsGuy24@gmail.com E-mail

Primary contacts (during event):

Name: JAMIE KUEKER

Name: _____

Cell#: 507-230-3048

Cell#: _____

E-mail: quidsGuy24@gmail.com

E-mail: _____

Event Start: Day/Date July 21, 2023

Time: 4pm

Event End: Day/Date July 22, 2023

Time: 10pm

Setup: Day/Date July 21, 2023

Start time: 11AM

End Time: _____

Teardown: Day/Date July 22, 2023

Start time: 10pm

End Time: _____

1. Type and description of the event and a list of all activities to take place at the event.

This is a 2 day EVANGELISTIC EVENT ON JULY 21ST
WE WILL HAVE A FREE BANQUET MEAL IN HOPE OF FEEDING
300 PEOPLE. THE WILL BE WORSHIP & LIVE MUSIC FROM LOCAL ARTISTS,
AS WELL AS A SURRENDER TO THE CROSS & BAPTISMS OFFERED THIS
IS A FAMILY FRIENDLY EVENT. DAY 2 WILL INCLUDE A FREE MEAL FOR
300 PEOPLE AND A GUEST SPEAKER (DEAN BRAYTON) ALONG WITH WORSHIP MUSIC
IN THE PARK.

2. Proposed location of event, including a site plan or diagram of the proposed area to be used showing the location of any barricades, perimeter/security fencing, fire extinguishers, safety or first aid stations, entertainment, stages, restrooms or portable toilets, parking areas, ingress and egress routes, signs, special lighting, trash containers and any other items related to the event.

Sylvania Park. WE WILL NEED SOME EXTRA PICNIC TABLES
& GARBAGE CONTAINERS.

3. Will outside drinking water or waste collection systems be supplied? ___ Yes; No
If yes, supply public health plans, including the number of toilet facilities that will be available.
4. Will the event be providing: fire prevention, emergency medical service, security and severe weather shelter. ___ Yes; No
If yes, provide the written plans.
5. Will organizers allow outside food wagon/vendors at the event? ___ Yes; No
If yes, all food wagons/vendors must complete a Food Wagon/Vendor Permit and submit payment.
6. Will camping or temporary overnight lodging be included for the event? (allowed only at Cedar Creek Park and Winnebago Sports Complex): ___ Yes; No
If yes, event coordinator must complete temporary overnight camping permit and submit payment.
7. Will the event be using any sound amplification, public address system or will there be any live performances of any music or musical instruments? Yes; ___ No
If yes, please describe: WE will USE THE BandsHELL
8. Will the event restrict or alter normal parking, vehicular traffic or pedestrian traffic patterns? ___ Yes; No
If yes, provide a detailed description of all public rights of way and private streets for which the applicant requests the city to restrict or alter traffic flow. (Please attach a detailed map).
9. Will you be providing shuttle service? Yes; ___ No FAST RIDE SHARE
If yes, provide offsite parking locations, shuttle routes, types of vehicles that will be used for shuttling passengers, hours of operation and frequency of shuttle service.

I affirm that I am authorized to execute this application on behalf of the applicant and that the statements contained therein are true and correct to the best of my knowledge. If the special event requires special services provided by the City of Fairmont, the applicant agrees to indemnify, defend and hold the City of Fairmont, its officials, employees, and agents harmless from any claim that arises in whole or in part out of the special event, except any claims arising solely out of the negligent acts or omissions of the City of Fairmont, its officials, employees and agents. The applicant agrees to pay all fees and meet all City Code requirements.

Signature JAMES KUEKER Title EVENT ORGANIZER Date 4/13/22

If you would like your event published on the City's website/Community Calendar, please indicate: Yes; ___ No

Office Use Only			
\$15.00 Fee Paid	Date: <u>4-14-23</u>	Received by: <u>[Signature]</u>	
Requires Council Approval	<input checked="" type="checkbox"/> Yes; ___ No	Council Meeting Date: <u>4-24-23</u>	Action:
City Administrator Approval	Yes	No	Date

Permit distribution:

- ___ City
- ___ Applicant
- ___ Police
- ___ Parks/Streets
- ___ Other



Fairmont City Council
April 24, 2023

Agenda Item: 6.C.2

From: Patricia J. Monsen, City Clerk
To: Mayor and City Council

Subject: Event Permit – American Legion, DAV, VFW, Veterans Serving Veterans Picnic, July 29, 2023.

Policy/Action Requested: Motion to approve the Event Permit for the American Legion, DAV, and VFW for Veterans Serving Veterans Picnic on July 29, 2023 at Gomsrud Park.

Vote Required: Simple Majority Roll Call

Recommendation: Approval

Overview: The American Legion, DAV and VFW have made application for an Event Permit to hold Veterans Serving Veterans Picnic at Gomsrud Park on July 29, 2023 from 4:00 p.m. – 7:00 p.m.

This will be the third year for this event. This is a free event for Veterans and their families. The event has been well attended with approximately 350-400 people in the past.

Budget Impact: N/A

Attachments: Event Permit Application

Council Action: _____ Date: _____



EVENT APPLICATION/PERMIT

This form must be filed with the City at least thirty (30) days in advance of the event. The City will review the application in accordance with the permitting process outlined in the City Code, Chapter 18. Attach additional sheets, maps, etc. if necessary. For events which include overnight camping a separate addendum must be included with the event application.

Date: 7/29/2023 Permit Fee: \$15.00

Event: Veterans Serving Veterans Picnic

Sponsoring entity: American Legion, DAV, VFW

Address: 300 Downtown Plaza

Maximum estimated number of persons expected to attend at any one time: 400

Event coordinator(s): Woody Woodward
Contact Info: 307-236-4297 Phone #
woodyw@midco.net E-mail

Primary contacts (during event):
Name: Woody Woodward Name _____
Cell#: 236-4297 Cell# _____
E-mail: woodyw@midco.net E-mail: _____

Event Start: Day/Date 7/29/2023 Time: 4:00 PM
Event End: Day/Date 7/29/2023 Time: 7:00 PM
Setup: Day/Date _____ Start time: _____ End Time: _____
Teardown: Day/Date _____ Start time: _____ End Time: _____

1. Type and description of the event and a list of all activities to take place at the event.
Free Picnic for Area Veterans

2. Proposed location of event, including a site plan or diagram of the proposed area to be used showing the location of any barricades, perimeter/security fencing, fire extinguishers, safety or first aid stations, entertainment, stages, restrooms or portable toilets, parking areas, ingress and egress routes, signs, special lighting, trash containers and any other items related to the event.
Gomrsrud Park - Porta Potties

3. Will outside drinking water or waste collection systems be supplied? Yes; No
If yes, supply public health plans, including the number of toilet facilities that will be available.

4. Will the event be providing: fire prevention, emergency medical service, security and severe weather shelter. Yes; No
If yes, provide the written plans.

5. Will organizers allow outside food wagon/vendors at the event? Yes; No
If yes, all food wagons/vendors must complete a Food Wagon/Vendor Permit and submit payment.

6. Will camping or temporary overnight lodging be included for the event? (allowed only at Cedar Creek Park and Winnebago Sports Complex): Yes; No
If yes, event coordinator must complete temporary overnight camping permit and submit payment.

7. Will the event be using any sound amplification, public address system or will there be any live performances of any music or musical instruments? Yes; No
If yes, please describe: _____

8. Will the event restrict or alter normal parking, vehicular traffic or pedestrian traffic patterns? Yes; No
If yes, provide a detailed description of all public rights of way and private streets for which the applicant requests the city to restrict or alter traffic flow. (Please attach a detailed map).

9. Will you be providing shuttle service? Yes; No
If yes, provide offsite parking locations, shuttle routes, types of vehicles that will be used for shuttling passengers, hours of operation and frequency of shuttle service.

I affirm that I am authorized to execute this application on behalf of the applicant and that the statements contained therein are true and correct to the best of my knowledge. If the special event requires special services provided by the City of Fairmont, the applicant agrees to indemnify, defend and hold the City of Fairmont, its officials, employees, and agents harmless from any claim that arises in whole or in part out of the special event, except any claims arising solely out of the negligent acts or omissions of the City of Fairmont, its officials, employees and agents. The applicant agrees to pay all fees and meet all City Code requirements.

Signature Woody Woodward Title Event Chair Date 3/24/2023

If you would like your event published on the City's website/Community Calendar, please indicate: Yes; No

Office Use Only			
\$15.00 Fee Paid	Date: <u>4/24/23</u>	Received by: <u>EDM</u>	
Requires Council Approval	<input checked="" type="checkbox"/> Yes; <input type="checkbox"/> No	Council Meeting Date: <u>4/24/23</u>	Action:
City Administrator Approval	Yes	No	Date

- Permit distribution:
- _____ City
 - _____ Applicant
 - _____ Police
 - _____ Parks/Streets
 - _____ Other



Fairmont City Council
April 24, 2023

Agenda Item: 6.C.3

From: Patricia J. Monsen, City Clerk
To: Mayor and City Council

Subject: Temporary On-Sale Liquor License for Truman Fire Department Relief Association

Policy/Action Requested: To Approve the Temporary On-Sale Liquor License for the Truman Fire Department Relief Association at the Martin County Fair for August 14, 2023 – August 20, 2023.

Vote Required: Simple Majority Roll Call

Recommendation: Approval

Overview: The Truman Fire Department Relief Association has applied for a temporary liquor license for the Martin County Fair, August 14, 2023 – August 20, 2023. The Truman Fire Department Relief Association has operated the beer gardens at the fair for many years and have had no problems.

Budget Impact: N/A

Attachments:

Council Action: _____ Date: _____



Fairmont City Council
April 24, 2023

Agenda Item: 9.1

From: Tyler Cowing, Civil Engineer
To: Mayor and City Council

Subject: One Watershed One Plan Policy Committee

Policy/Action Requested: Motion to direct staff to prepare a resolution to approve the Memorandum of Agreement to participate in the Policy Committee for the One Watershed, One Plan development.

Vote Required: [X] Simple Majority [] Roll Call

Recommendation: Staff recommends that the council be involved in the Policy Committee for the development of the Watershed Plan. As the City of Lakes and an MS4 community staff believes elected official involvement in the watershed plan would be beneficial to the community.

Overview:

At the last meeting Ashley Brenke with the Martin Soil and Water Conservation District presented on the Blue Earth River Watershed One Watershed, One Plan that is in the initial stages planning. The City has the opportunity to be part of the planning process by designating a representative to be part of the Policy Committee. The policy committee will meet as needed to decide on the content of the Plan, serve as a liaison to their respective elected bodies, and act on behalf of their elected body. Each elected body that decides to be part of the planning process for the One Watershed, One Plan will sign a Memorandum of Agreement (MOA) setting out the terms for the cooperative planning process.

The Counties and the Soil and Water Conservation Districts have a draft MOA prepared. This has been sent to our city attorney who has provided numerous recommended changes. If the council desires to be part of the policy committee, staff will work with Martin Soil and Water Conservation District to staff the draft agreement back through the county and conservation districts attorneys for review and will bring the final agreement and a resolution approving it back to the council for approval.

Council will need to appoint a primary and alternate liaison to the policy committee if they decide to be part of it. This appointment can be made when the MOA is brought back for approval.

Budget Impact: Travel associated with meeting attendance.

Attachments:

Council Action: _____ Date: _____



Fairmont City Council
April 24, 2023

Agenda Item: 9.2

From: Tyler Cowing, Civil Engineer
To: Mayor and City Council

Subject: Award 2023 Overlay Projects, Improvement Contract 2023-A

Policy/Action Requested: Approve resolution 2023-18

Vote Required: Simple Majority Roll Call

Recommendation: Approval

Overview: A bid opening for the 2023 Overlay Projects was held on Monday, April 17th at 10:00 a.m. The city received five bids with Ulland Brothers, Inc. of Albert Lea, MN being the low bidder at \$530,080.96. The engineer’s estimate was \$717,898.40. Staff recommend awarding the bid to Ulland Bothers, Inc.

Budget Impact: This project was budgeted as part of the 2023 improvement program. The engineer’s estimate was \$717,898.40 and the low bid received was \$530,080.96.

Attachments: Resolution 2023-19

Council Action: _____ Date: _____

RESOLUTION 2023-18

STATE OF MINNESOTA)
COUNTY OF MARTIN) SS
CITY OF FAIRMONT)

RESOLUTION ACCEPTING BID

2023 OVERLAY PROJECTS – PROJECT 2023-A
CITY OF FAIRMONT, MINNESOTA

WHEREAS, pursuant to an advertisement for bids for the 2023 Overlay Projects, 2023-A, bids were received, opened and tabulated according to law, and the following bids were received complying with the advertisement:

<u>BIDDER</u>	<u>AMOUNT OF BID</u>
Ulland Brothers, Inc. Albert Lea, MN	\$530,080.96
OMG Midwest, Inc., d/b/a Minnesota Paving, Inc. Mankato, MN	\$572,645.95
M.R. Paving and Excavating, Inc. New Ulm, MN	\$579,063.76
Nielsen Blacktopping & Concrete, Inc. Kasota, MN	\$599,336.52
Duininck, Inc. Prinsberg, MN	\$658,563.18

WHEREAS, it appears that Ulland Brothers, Inc. of Albert Lea, MN is the lowest responsible bidder; and,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FAIRMONT, MINNESOTA:

1. The Mayor and Clerk are hereby authorized and directed to enter into the contract for the 2023 Overlay Projects, Improvement Project, 2023-A with Ulland Brothers Inc. of Albert Lea, MN in the name of the City of Fairmont, for the improvements according to the plans and specifications therefore approved by the City Council and on file in the office of the City Clerk at a cost of \$530,080.96.

2. The City Clerk is hereby authorized and directed to return forthwith to all bidders the deposits made with their bids, except that the deposits of the successful bidder and the next lowest bidder shall be retained until a contract has been signed

ADOPTED by the City Council this 24th day of April 2023.

Lee C. Baarts, Mayor

ATTEST:

Patricia J. Monsen, City Clerk



Fairmont City Council
April 24, 2023

Agenda Item: 9.3

From: Peter Bode, Planner & Zoning Official
To: Mayor and City Council

Subject: Conditional Use Permit for a Water-Oriented Accessory Structure at 221 Krahrmer Drive

Policy/Action Requested: Motion to Approve Resolution 2023-19

Vote Required: Simple Majority Roll Call

Recommendation: The Planning Commission recommends granting the conditional use permit with the conditions contained in staff’s report.

Overview: John Lund, property owner of a single-family home at 221 Krahrmer Drive, has applied for a conditional use permit to build a water-oriented accessory structure (WOAS) near the shore of Hall Lake. 221 Krahrmer Drive abuts Hall Lake to the north with a relatively flat shoreline and substantial single-family residential development to the east and west.

The structure is proposed to be placed 192 square feet or less (12 by 16 feet) and 12 feet from the ordinary high-water level (OHWL) of Hall Lake. The structure could be used to store watercraft or watercraft equipment.

The Planning Commission held the required public hearing on the request at its April 4 meeting and reviewed the necessary standards and conditions. These standards for water-oriented accessory structures can be found in staff’s attached report.

The Commission passed a resolution recommending granting the conditional use permit.

In January, Council adopted Ordinance 2022-14 allowing structures like these to be placed close to the shore with conditions.

Council may by motion grant the conditional use permit with conditions as contained in the attached order.

Budget Impact: *None*

- Attachments:**
- (1) Resolution 2023-19
 - (2) Planning Commission Resolution 2023-1
 - (3) Staff memo to Planning Commission
 - (4) Minnesota DNR comment
 - (5) Application for CUP

Council Action: _____ Date: _____

STATE OF MINNESOTA)
COUNTY OF MARTIN) SS
CITY OF FAIRMONT)

RESOLUTION 2023-19

**RESOLUTION GRANTING A CONDITIONAL USE PERMIT FOR
A WATER ORIENTED ACCESSORY STRUCTURE AT 221 KRAHMER DRIVE**

WHEREAS, John Lund applied for a conditional use permit to place a water-oriented accessory structure at 221 Krahmer Drive, legally described as:

Lot 3, Block 1, Interlaken 2nd Addition, City of Fairmont, County of Martin, Minnesota,
and;

WHEREAS, Minnesota DNR provided comment on the application stating that the proposal appears to meet Ordinance 2022-14, and;

WHEREAS, city staff recommend the request be approved with conditions contained in their report, and;

WHEREAS, the Fairmont Planning Commission held a public hearing on the topic April 4, 2023 and approved Planning Commission Resolution 2023-01, for a conditional use permit for a water-oriented accessory structure with the conditions listed in City staff's report, and;

WHEREAS, City Council has reviewed Planning Commission's Resolution, city staff's recommendation and the Minnesota DNR's comments.

NOW THEREFORE, be it resolved by the Fairmont City Council that a Conditional Use Permit be granted to John Lund at 221 Krahmer Drive with the following conditions:

- 1) The structure must not exceed 10 feet in height and cannot occupy an area greater than 250 square feet.
- 2) The structure is not in the Bluff Impact Zone.
- 3) The setback of the structure from the OHWL must be at least 10 feet.
- 4) The structure is not a boathouse as defined under MN Stat. Sec. 103G.245.
- 5) The structure must be treated to reduce visibility as viewed from public waters and adjacent shorelines by vegetation, topography, increased setbacks or color, assuming summer, leaf-on conditions.
- 6) The structure must not be designed or used for human habitation and must not contain water supply or sewage treatment facilities.
- 7) The structure may have the lowest floor placed lower than the elevation specified in City Code Sec. 26-519 if the structure is designed to accommodate internal flooding, constructed of flood-resistant materials to the elevation, electrical and mechanical equipment is placed above the elevation and, if long duration flooding is anticipated, the structure is built to withstand ice action and wind-driven waves and debris.

PASSED, APPROVED AND ADOPTED this 24th day of April 2023.

Lee C. Baarts

ATTEST:

Patricia J. Monsen, City Clerk

**CITY OF FAIRMONT
PLANNING COMMISSION
RESOLUTION 2023-1**

**RECOMMENDING APPROVAL OF A CONDITIONAL USE PERMIT FOR A WATER-ORIENTED ACCESSORY
STRUCTURE AT 221 KRAHMER DRIVE**

Whereas, John Lund has applied for a conditional use permit to place a water-oriented accessory structure at 221 Krahmer Drive ,and;

Whereas, Minnesota DNR has provided comment on the application stating that the proposal appears to meet Ordinance 2022-14, and;

Whereas, City staff recommend the request be approved with conditions contained in their report, and;

Whereas, the Fairmont Planning Commission held a public hearing on the topic April 4, 2023.

Now therefore, be it resolved by the Fairmont Planning Commission that it makes the following findings of fact:

1. The applicant does not propose a height but would be required to comply with the condition that the structure not exceed 10 feet in height if approved. The structure is proposed to be a maximum of 192 square feet.
2. This lot does not have a bluff.
3. The applicant proposes an OHWL setback of at least 12 feet.
4. The structure is not a boathouse per MN definitions.
5. The applicant proposes to color the structure a clay tone to blend with the lot's tree trunks.
6. The applicant does not propose facilities to allow human habitation or sanitation.
7. City Code Section 26-519 requires a lowest floor elevation of 1,155.8 feet above sea level. The applicant proposes to place the structure approximately 1,156 feet above sea level (without grading) according to information available to the City.
8. The proposal conforms to the City's Comprehensive Plan and City Code, will not impede orderly development, or otherwise be detrimental to the general vicinity.

Be it further resolved by the Fairmont Planning Commission that it recommends to Fairmont City Council that the conditional use permit for a water-oriented accessory structure at 221 Krahmer Drive be approved with the conditions contained in City staff's report.

Passed by the Planning Commission of the City of Fairmont on this 7th day of April, 2023.



Tom Mesich, Chair



MEMORANDUM

TO: Planning Commission
FROM: Peter Bode, Planner & Zoning Official
DATE: April 4, 2023
RE: 221 Krahmer Dr – CUP for a Water-Oriented Accessory Structure

John Lund, property owner of a single-family home at 221 Krahmer Drive, has applied for a conditional use permit to build a water-oriented accessory structure (WOAS) near the shore of Hall Lake. 221 Krahmer Drive abuts Hall Lake to the north with a relatively flat shoreline and substantial single-family residential development to the east and west.

The structure is proposed to be placed 192 square feet or less (12 by 16 feet) and 12 feet from the ordinary high water level (OHWL) of Hall Lake. The structure could be used to store watercraft or watercraft equipment.

The normal structure setback from the OHWL is 50 feet. Upon recommendation of the Planning Commission, City Council adopted a revision to the zoning code in January clarifying the status of structures close to the water. Under Ordinance 2022-14, WOAS structures like the one proposed are able to be placed closer to the water if certain development conditions are met. These conditions, listed below, should be made part of the CUP if granted:

1. The structure must not exceed 10 feet in height and cannot occupy an area greater than 250 square feet.

The applicant does not propose a height but would be required to comply with the condition if approved. The structure is proposed to be a maximum of 192 square feet.

2. The structure is not in the Bluff Impact Zone.

This lot does not have a bluff.

3. The setback of the structure from the OHWL must be at least 10 feet.

The applicant proposes an OHWL setback of at least 12 feet.

4. The structure is not a boathouse as defined under MN Stat. Sec. 103G.245.

The structure is not a boathouse per MN definitions.

5. The structure must be treated to reduce visibility as viewed from public waters and adjacent shorelines by vegetation, topography, increased setbacks or color, assuming summer, leaf-on conditions.

The applicant proposes to color the structure a clay tone to blend with the lot's tree trunks. Given the substantial residential development surrounding this lot and the lot's lack of natural vegetation, staff believe this color will allow the structure to meet the condition satisfactorily.



CITY OF FAIRMONT – 100 Downtown Plaza – Fairmont, MN 56031

Phone (507) 238-9461

www.fairmont.org

Fax (507) 238-9469

6. The structure must not be designed or used for human habitation and must not contain water supply or sewage treatment facilities.

The applicant does not propose facilities to allow human habitation or sanitation.

7. The structure may have the lowest floor placed lower than the elevation specified in City Code Sec. 26-519 if the structure is designed to accommodate internal flooding, constructed of flood-resistant materials to the elevation, electrical and mechanical equipment is placed above the elevation and, if long duration flooding is anticipated, the structure is built to withstand ice action and wind-driven waves and debris.

Section 26-519 requires a lowest floor elevation of 1,155.8 feet above sea level. The applicant proposes to place the structure approximately 1,156 feet above sea level (without grading) according to information available to the City. The proposed placement appears to just satisfy the condition. However, the Planning Commission may require the applicant to confirm this with a survey before placing the structure or increase the setback from OHWL.

Minnesota DNR was given the opportunity to comment on the proposal and has done so in its attached letter, including to indicate that the application appears to meet Ordinance 2022-14.

Staff find the proposal conforms to the City's Comprehensive Plan and City Code, will not impede orderly development, or otherwise be detrimental to the general vicinity. Considering applicable statute and code, staff recommend approval of the CUP with the conditions listed here.

Staff have prepared a resolution for the Commission's consideration which will provide a written report to City Council and contain appropriate findings of fact. The Commission may approve the resolution by motion or amend it.

*Respectfully submitted,
Peter Bode, Planner & Zoning Official*

Attachments: Planning Commission Resolution 2023-1
Application for CUP
Satellite photo of parcel
Minnesota DNR comment
Ordinance 2022-14

March 23, 2023

Peter Bode, Planner – Code Enforcement
City of Fairmont
100 Downtown Plaza
Fairmont, MN 56031

RE: Conditional Use Permit Application Comments for John Lund – PID 231480040, Hall Lake, Martin County

Dear Mr. Bode,

Thank you for sending the Conditional Use Permit (CUP) application for review. The application requests approval for a Water Oriented Accessory Structure measuring approximately 16' x 12' and setback 12' or more for the Ordinary High Water Level (OHWL) for Hall Lake (1152.8 ft NGVD29 or 1153.043ft NAVD88). This structure would be sided and shingled to match the existing residence and blend in with existing screening vegetation.

The following comments are submitted for your consideration:

- The application meets City of Fairmont's Ordinance 2022-14 standards for a Water Oriented Accessory Structure: the facility is not in the Bluff Impact Zone, setback from OHW is more than 10', area is less than 250 ft², and the structure will be treated to reduce visibility.
- The City Ordinance for Water Oriented Accessory Structures states that the structure must not exceed 10' in height; a proposed dimension for the structure is not listed in the permit application.
- The permit application states that the intended setback from OHWL is 12' or greater. If the structure were to be placed at a setback of approximately 15'-17' from OHWL, ground level appears to be flatter, decreasing the likelihood for supplementary grading and filling and may slightly increase the lowest floor elevation.

This CUP application appears to meet the City of Fairmont Ordinance for Water Oriented Control Structures. Please note that should any work below the OHWL occur, a DNR Public Waters Work permit may be required.

Sincerely,



Erynn Jenzen
Area Hydrologist
507-389-8809
erynn.jenzen@state.mn.us

EC: Todd Kolander, DNR District Manager

CITY OF FAIRMONT
Planning & Zoning
Application Form

NOTE TO APPLICANT: This is a comprehensive application form. Only those items related to your specific type of development are to be completed. All items applicable must be included prior to acceptance of the application.

Name of Applicant: John B. Lund Address: 221 Kraemer Dr. Phone#: [REDACTED]

Street Address of Proposal: 221 Kraemer Dr.

Legal Description of Property: _____

Existing Use of Property: Homestead

Proposed Use of Property: add a Water Oriented Accessory Structure

Type of Application	Fee	Submission Requirements (Attached)
<input type="checkbox"/> Appeal/Code Amendment	\$150.00	7
<input type="checkbox"/> Administrative Appeal	50.00	8
<input checked="" type="checkbox"/> Conditional Use Permit	150.00	4, 6(d-g)
<input type="checkbox"/> Home Occupation Permit	30.00	9
<input type="checkbox"/> Minor Plat	90.00	2(a), 5 (a-b)
<input type="checkbox"/> Planned Unit Development	150.00	1, 4, 6(d-g)
<input type="checkbox"/> Preliminary Plat	150.00	5 (b), 6
<input type="checkbox"/> Rezoning	150.00	1
<input type="checkbox"/> Variance	90.00	2,3

I HEREBY CERTIFY THAT THE INFORMATION AND EXHIBITS HERewith SUBMITTED ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

John B. Lund _____
 Owner's Name(Printed) Owner's Signature

John B. Lund _____
 Applicant's Name (Printed) Applicant's Signature

City Staff Use Only

DATE FILED: _____
 DATE FEE PAID: _____
 MEETING DATE: _____
 NOTICES SENT (DATE): _____
 NOTIFICATION OF EXTENSION (LETTER SENT): _____

March 16, 2023

John Lund
221 Krahmer Drive
Fairmont, MN 56031

Dear Planning Commission-

I am requesting to place a Water-Oriented Accessory Structure in my backyard near Hall Lake. It would be 12 feet by 16 feet or less and would meet all the rules for a WOAS. It would be at least 12 feet from the OHWM and the property line. It would be sided and shingled to match the house, which is clay-tone: a dull, earth-tone, light brown color that blends in with the 12 tree trunks in the back yard. It would have no impact on the lake or shoreline.

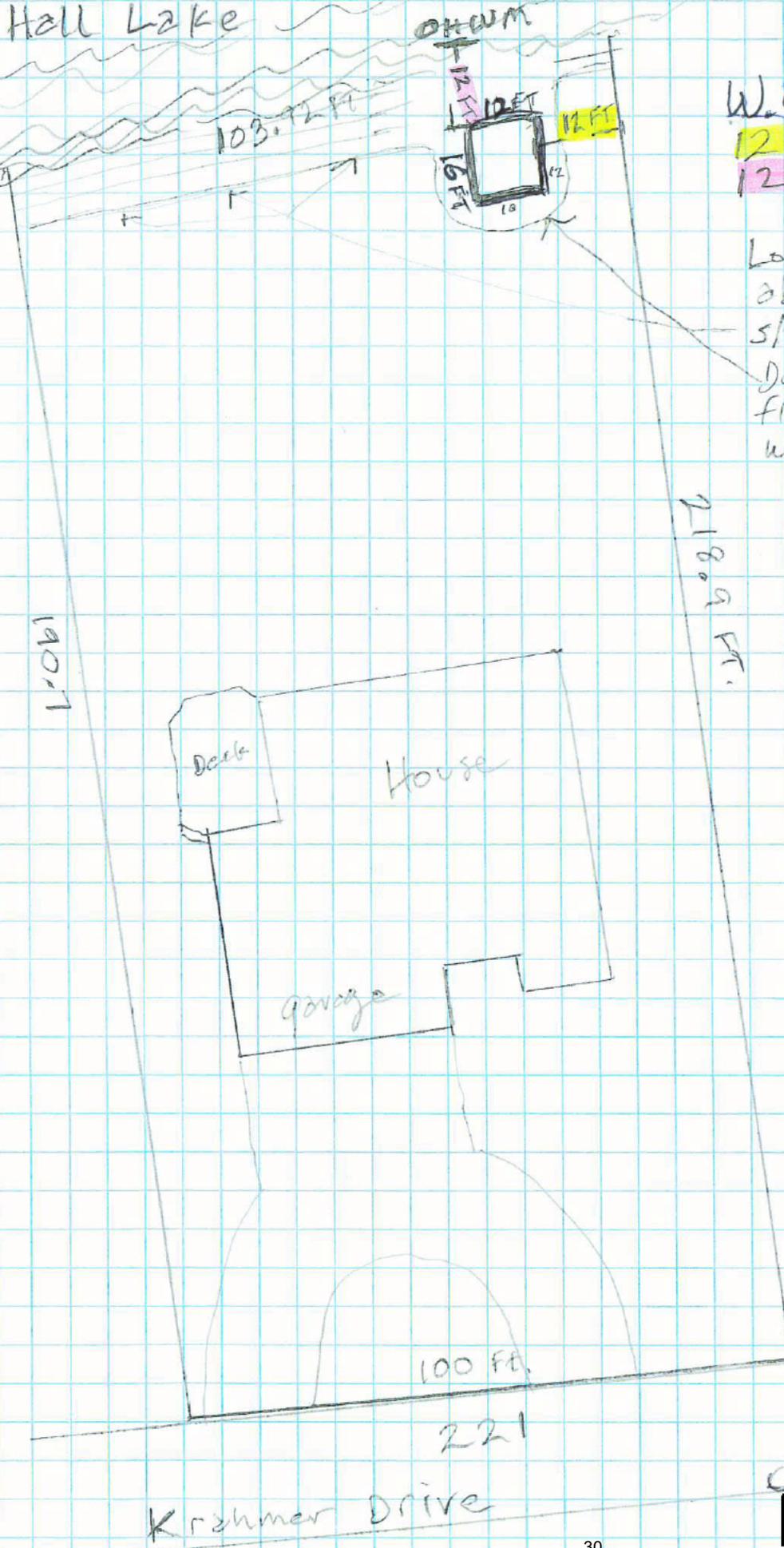
If you have any questions, please don't hesitate to contact me at [REDACTED].
Thank-you for your consideration.

Sincerely-

A handwritten signature in cursive script that reads "John Lund". The signature is written in black ink and is positioned below the word "Sincerely-".

John Lund

Hall Lake



W.O.A.S. = 12 FT X 16 FT
 12 FT from East property line
 12 FT from OHWM

Lot is approximately 6 Ft above beach, over to 18 Ft; slopes to beach is 6 Ft. Depression within slope, flat area where boat shed would be.

25 FT = 1 inch

Kraemer Drive

John Lund



Fairmont City Council
April 24, 2023

Agenda Item: 9.4

From: Cathy Reynolds, City Administrator
To: Mayor and City Council

Subject: Fire Department

Policy/Action Requested: Motion to approve utilizing CIP funds for Fire Hall Feasibility Study.

Vote Required: Simple Majority Roll Call

Recommendation: Staff recommends approval

Overview:

The Fire Department's building is in need of renovation to meet the needs of the department. The fire trucks are getting larger and they are outgrowing the space available to store them. The department is currently utilizing some space in the old public works building to store some equipment that can be maintained in a non-climatized environment. This reduces efficiency and increases response times for the department when this equipment is needed for the call.

In addition, safety standards have changed and encourage the use of decontamination spaces to contain and limit exposure to toxic combustion byproducts which can negatively affect the health of firefighters. Our current facility does not provide for any type of these spaces.

In 2014 a facility assessment was completed the identified several updates that needed to be completed in the facility and identified the need for additional space. With the changes noted above this facility assessment, and the space needs, has become outdated and we need to reevaluate the needs of the facility. We have reached out to Brunton Architects who have worked on numerous public safety projects and understand the unique needs of these facilities to discuss completing a new feasibility study. The feasibility study will look at the existing facility, the needs of the department and look at renovation and new construction costs to help determine a path forward for the city and give us a baseline to start building a CIP out for the facility.

The quote for the feasibility study came in at \$24,500. While this dollar amount is within the city administrator's authority to approve, this study was not included in the 2023 budget so we are forwarding this to council for approval. Staff proposes utilizing the fire department CIP funds that were budgeted for new face pieces and regulators for air packs for this study. The fire department has looked at the new face pieces and have decided not to move forward with that purchase. The facepieces have not been approved by the NFPA yet and they are saying another 18 months before they are approved. At that point the air packs will be 10 yrs. old which is half the life of them and will not be worth spending \$70,000 for new facepieces with \$40,000 from CIP and \$30,000 from the Fire Department gambling account. The department has tried the version that is one newer than the version they currently have and they are no better than the version we have.

Budget Impact: \$40,000 was budgeted in the fire department CIP for new face pieces that staff proposes to utilize instead for the feasibility study.

Attachments:

1. Brunton information on Feasibility Study
2. Brunton quote for Feasibility Study

Council Action: _____

Date: _____



PUBLIC SAFETY

FIRE ■ POLICE ■ EMS



Providing efficient & innovative design solutions specialized for every department.



OUR APPROACH

We are unique among architectural firms in that our President & CEO, Corey Brunton, is the Lead Architect and has 10+ years of firefighting experience. This dual perspective provides valuable insight which is incorporated into our designs. Enhancing the economy of the building, we integrate multiple programs into one space, while maximizing functionality. Designing is not exclusive to our design team. We work with your stakeholders and building users to understand your needs and develop a design that works for your community. We solve challenges with thoughtful solutions that are functional and aesthetically appropriate. With first-hand knowledge of the day-to-day operations of a fire department, we are prepared to assist in your community's next public safety facility with cost saving ideas and efficient space utilization concepts.

HOSE TOWER FEATURES

- » Slide Gate & Tie Off Rappelling
- » Training Stand Pipe
- » Hose Hoist
- » Drying Studs
- » Roof Top Access
- » Materials Allowing for full Water & Smoke Submersion

TRAINING EXERCISES

- » Search & Rescue Exercises
- » Ladder Exercises
- » Confined Space Training
- » Hose Drills





FEASIBILITY STUDY



1. INITIAL CALL/
MEETING

2. FEASIBILITY STUDY
PROPOSAL

3. APPROVAL TO CONDUCT
FEASIBILITY STUDY

4. REVIEW EXISTING
INFORMATION

5. PROVIDE FEASIBILITY
STUDY REPORT

1 – 3 WEEKS

- Achieve better understanding of project
- No obligations
- Proposal customized to your needs

1 – 2 MONTHS

- Existing Facilities Analyses
- Space Needs Study
- Potential Site Information - survey, soils reports, adjacencies, square footage
- Community design guidelines
- Conduct Meetings & Interviews with User Groups

1 – 2 MONTHS

DELIVERABLES AS APPLICABLE:

- Existing Facilities Analysis
- Programming Document
- Cost Estimate(s)
- Site Analysis
- Bubble/Block Diagrams
- Exterior Design Concept
- Marketing Material
- Presentation to City Council/Public Hearings

April 6th, 2023

Cathy Reynolds
City of Fairmont | Administrator
100 Downtown Plaza
Fairmont, MN 56031

RE: Professional Pre-Design Services for Fairmont Fire Station

Dear Cathy:

We appreciate your consideration for our professional design services for the Fairmont Fire Station project. Our experienced team is ready and excited to provide design services tailored to your specific needs. Our staff is dedicated to working side by side with our clients and guiding them through the entire design process. To serve you and your team, we have aimed at providing you with the most comprehensive information in this proposal, regarding our professional design services.

PROJECT DESCRIPTION

It is our understanding that the City of Fairmont is evaluating whether to remodel and expand their current fire station or demolish and rebuild a new facility.

An initial feasibility study will help determine the scope of work for your project and evaluate the cost/benefit of a new construction concept vs. a renovation/addition. We will conduct programming exercises, develop site analysis, block diagrams and cost estimates that are custom to your facility needs.

Note: All fees used in the preliminary phase will be applied to the overall architectural contract if you elect to move forward with design documents. In essence, if the project moves forward with our firm, the preliminary efforts will be free.

COMPENSATION

Scope of Services (Feasibility Study)

- 1. Existing Facilities Evaluation**
 - a. Tour existing Fire Station
 - b. Provide photo documentation of safety, space, function and/or technology deficiencies
 - c. Review existing building plans for limitations/opportunities



- d. Review capacity of existing building structure for a renovation/addition
 - e. Review capacity of existing building mechanical systems for a renovation/addition
 - f. Review code compliance of existing building, and analyze ability to bring up to code with a renovation/addition
 - g. Note – if existing building plans are not available, an additional fee will be required to take as-built measurements
 - h. Produce a report of findings and recommendations
- 2. Programming**
- a. Interview department leaders on current space needs as well as future projections; understand department operations
 - b. Take inventory of required rooms and spaces for each department and organize into a program list to determine overall square footage demands
- 3. Site Evaluation**
- a. Analysis of vehicle flow
 - b. Evaluate topography/grade issues and opportunities
 - c. Determine potential safety concerns
 - d. Determine potential barriers and/or cost concerns based on *known information*
 - e. Develop concept site plan including parking, drive aisles, sidewalks, and other site amenities for both renovation/addition and new construction concepts
 - f. Note- site survey and geotechnical investigation not included in this scope.
- 4. Concept block plans for Renovation/Addition and New Construction**
- a. Develop room adjacency diagrams that responds to specific site layout
 - b. Arrange blocks on site to verify layout and size adequacy.
- 5. New Construction: Floor plan + Exterior schematic design**
- a. Conduct “visual listening” exercise to understand the preferred architectural style for the exterior
 - b. Determine building construction type based on desired aesthetics and budget
 - c. Take block diagrams and use them to generate a concept floor plan
 - d. Design 3D building exterior to reflect and maximize project budget
 - e. Provide computer renderings for discussion and comment
 - f. Use renderings to produce marketing materials as required
- 6. Cost Estimate for Renovation/Addition and New Construction concepts**
- a. Use any and all of the deliverables listed above to develop an opinion of probable construction costs that may be experienced if built in 2023/2024.

Professional Fee - \$24,500

If the project proceeds past the Preliminary Design phase, our team will work with you to determine a fair fee based on the to be determined scope of work.



PAYMENT

Billing shall be monthly based on the percentage of the work completed on the last day of the month. Payment shall be due no later than 30 days after the statement date.

Late charges shall be added at a rate of 1-1/2 percent of the past due amount beginning on the thirty-first day after the statement date.

MISCELLANEOUS PROVISIONS

The prices quoted herein shall be in effect until thirty days past the date of the proposal and are subject to review and revision for any work not authorized to be completed after that date.

Drawings shall remain the property of Brunton Architects and are to be used for the construction of this project only.

Thank you again for your consideration in our professional design services. Please let me know if you have any questions or would like to refine any of the listed items to better suit your specific needs. If you approve of us moving forward and we will send over an official contract. If there are any questions, please feel free to contact me via e-mail at corey@bruntonarchitects.com or by phone at 507-386-7996.

Sincerely,



Corey Brunton, AIA / Principal / Owner
Brunton Architects & Engineers

X _____

Signature of Authorization & Date



Fairmont City Council
April 24, 2023

Agenda Item: 9.5

From: Cathy Reynolds, City Administrator
To: Mayor and City Council

Subject: Wold Contract Approval

Policy/Action Requested: Motion to approve contracts with Wold for architect services for the Bandshell Renovation and the city hall updates.

Vote Required: Simple Majority Roll Call

Recommendation: Staff recommends approval

Overview:

At the February 27, 2023 council meeting the council approved the proposals from Wold for architectural services for the Bandshell renovation and the City Hall updates. Since that time staff has been working with Wold to work through the modifications to the standard form AIA contract that the city attorney had recommended.

The final contracts will be added to the agenda on Friday.

Budget Impact: Both of these projects were budgeted for in the 2023 CIP.

Attachments:

Council Action: _____ Date: _____

AIA[®] Document B101[®] – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the 24th day of April in the year 2023
(In words, indicate day, month and year.)

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

City of Fairmont
100 Downtown Plaza
Fairmont, Minnesota 56031
Telephone Number: 507-238-9461

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

Wold Architects Incorporated d/b/a
Wold Architects and Engineers
332 Minnesota Street, Suite W2000
Saint Paul, Minnesota 55101
Telephone Number: 651-227-7773
Fax Number: 651-223-5646

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

Sylvania Park Bandshell Renovations
Architectural and engineering services to conduct renovations of the bandshell in accordance with the scope of services in the proposal from Wold, dated February 7, 2023.
And approved by the City Council on February 27, 2023, which proposal is attached hereto and incorporated by reference as Exhibit A.

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

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

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

Init.

TABLE OF ARTICLES

- 1 INITIAL INFORMATION
- 2 ARCHITECT'S RESPONSIBILITIES
- 3 SCOPE OF ARCHITECT'S BASIC SERVICES
- 4 SUPPLEMENTAL AND ADDITIONAL SERVICES
- 5 OWNER'S RESPONSIBILITIES
- 6 COST OF THE WORK
- 7 COPYRIGHTS AND LICENSES
- 8 CLAIMS AND DISPUTES
- 9 TERMINATION OR SUSPENSION
- 10 MISCELLANEOUS PROVISIONS
- 11 COMPENSATION
- 12 SPECIAL TERMS AND CONDITIONS
- 13 SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

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

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

§ 1.1.1 The Owner's program for the Project:

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

Sylvania Park Bandshell Renovations

The work shall include architectural and engineering services, including mechanical, electrical, civil, and structural engineering, schematic design, design development, construction documents, bid, and construction services in order to conduct renovations of the bandshell, including the roof. Work shall include obtaining necessary Project approvals, providing completed plans and specifications fully describing the Project for public bid, preparation of all contract and bidding documents, bid evaluation and selection, and design and engineering services required to complete the Project as described in detail herein.

§ 1.1.2 The Project's physical characteristics:

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

As detailed in the Scope of Services attached hereto and incorporated herein by reference as Exhibit A.

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

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

Init.

\$165,000 for 2023

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

.1 Design phase milestone dates, if any:

To be determined.

.2 Construction commencement date:

To be determined.

.3 Substantial Completion date or dates:

Completed by 2026

.4 Other milestone dates:

To be determined.

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:

(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

Competitive Bid – Public Project

§ 1.1.6 The Owner’s anticipated Sustainable Objective for the Project:

(Identify and describe the Owner’s Sustainable Objective for the Project, if any.)

(Paragraph Deleted)

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™–2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner’s Sustainable Objective. If E204–2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204–2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:

(List name, address, and other contact information.)

Cathy Reynolds
100 Downtown Plaza
Fairmont, MN 56031
507-238-3936

§ 1.1.8 The persons or entities, in addition to the Owner’s representative, who are required to review the Architect’s submittals to the Owner are as follows:

(List name, address, and other contact information.)

§ 1.1.9 The Owner shall retain the following consultants and contractors:

(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

Init.

To be determined.

(Paragraph Deleted)

.2 Other, if any:

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

To be determined.

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

Jonathan Loose
332 Minnesota Street, Suite W2000
Saint Paul, MN 55101
651-227-7773

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

To be determined.

.2 Mechanical Engineer:

To be determined.

.3 Electrical Engineer:

To be determined.

Init.

4 Civil Engineer:

To be determined.

§ 1.1.11.2 Consultants retained under Supplemental Services:

(Paragraph Deleted)

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

(Paragraphs Deleted)

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

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

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects with experience in projects of similar size, scope and complexity practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously in accordance with this Agreement and as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.2.1 The Architect shall perform its services in compliance with all applicable Federal, State and local laws, statutes, ordinances, rules, regulations and codes now in effect or hereinafter adopted pertaining to this Agreement or to the facilities, programs and staff for which the Architect is responsible.

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

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

§ 2.5 The Architect shall, at its sole cost and expense, maintain the following insurance, including the minimum coverages and limits of liability specified below, or as specified in the applicable insurance certificate(s), or as required by law, whichever is greater, for the relevant claims period for this Project for the duration of this Agreement, and for a date of at least three years after the date of Substantial Completion or earlier termination of

this Agreement, with insurers having an A.M. Best rating of A-VII or better and licensed to do business in the state of Minnesota.

§ 2.5.1 Commercial General Liability (including contractual liability) with policy limits of not less than the following:

- \$4,000,000 General Aggregate (per project)
- \$2,000,000 Products/Completed Operations
- \$2,000,000 Each Occurrence
- \$2,000,000 Personal/Advertising Injury (any one person or organization)
- \$50,000 Fire Damage (any one fire)
- \$5,000 Medical Payments (any one person or occurrence)

The Architect shall provide umbrella or excess liability insurance of not less than One Million Dollars (\$1,000,000). The Architect may additionally use umbrella or excess liability insurance to achieve the above required coverage for Commercial General Liability and Automobile Liability, provided that such umbrella or excess insurance results in the same type of coverage as required for the individual policies.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than Two Million (\$ 2,000,000) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage such as statutory personal injury protection.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with policy limits not less than Two Million (\$ 2,000,000) each accident, Two Million (\$ 2,000,000) each employee, and Two Million (\$ 2,000,000) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than Two Million (\$ 2,000,000) per claim and Four Million (\$ 4,000,000) in the aggregate.

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

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

§ 2.6 The Architect shall hold harmless and indemnify the Owner, its commissioners, officers, and employees against claims, expenses (including reasonable attorneys' fees), losses, damages, or lawsuits for damages arising out of or resulting from the performance of the services to be provided under this Agreement, but only to the extent caused by the negligence or willful misconduct of the Architect or any entity or person for which the Architect is legally responsible.

§ 2.7 The Architect shall provide to the Owner certificates of insurance evidencing compliance with the requirements in this Article. The certificates will name the Owner as an additional insured on the Commercial General Liability, Automobile Liability, umbrella or excess policies. Such proof of insurance shall confirm that the insurer has agreed that it will not cancel the insurance without giving the Owner thirty (30) days advance written notice of its intent to

cancel. The Architect shall likewise demand from its consultants proof of insurance meeting the foregoing requirements as a condition precedent to their engagement to perform services on the Project. The Architect shall not commence work under this Contract until the Architect has obtained all insurance required herein and such insurance has been approved by the Owner, nor shall the Architect allow any subcontractor to commence work on a subcontract until such subcontractor has obtained like insurance. All this insurance coverage shall be maintained throughout the life of this Contract.

§ 2.8 The Architect's policies shall be primary insurance to any other valid and collectible insurance available to the Owner with respect to any claim arising out of The Architect's performance under this Contract. The Architect is responsible for payment of Contract related insurance premiums and deductibles. All policies listed above, except professional liability, shall be written on an "occurrence" form ("claims made" and "modified occurrence" forms are not acceptable) and shall apply on a "per project" basis. The Architect shall obtain insurance policies from insurance companies having an "AM BEST" rating of A- (minus); Financial Size Category (FSC) VII or better, and authorized to do business in the State of Minnesota.

§ 2.9 If the Architect retains subconsultants to perform a portion of the services under this Contract, each subconsultant is required to carry insurance related to the subconsultant's profession. All registered subconsultants are required to carry Commercial General Liability insurance with policy limits of not less than One Million (\$1,000,000) for each occurrence and One Million (\$1,000,000) in the aggregate; Automobile Liability insurance with policy limits of not less than One Million (\$1,000,000) per accident; Worker's Compensation and Employer's Liability insurance as required by the State of Minnesota; and Professional Liability insurance with policy limits of not less than One Million (\$1,000,000) per claim and One Million (\$1,000,000) in the aggregate.

§ 2.10 Notwithstanding the foregoing, the Owner reserves the right to immediately terminate this Contract if the Architect is not in compliance with the insurance requirements contained herein and retains all rights to pursue any legal remedies against the Architect.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services, including those services described in Exhibit A hereto. Services not set forth in this Article 3 are Supplemental or Additional Services.

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

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

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

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

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

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

§ 3.2 Schematic Design Phase Services

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

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

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

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

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

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

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

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Design Development Phase Services

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

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 Construction Documents Phase Services

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

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

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval. The Architect shall after consultation with the Owner be primarily responsible for the preparation of the necessary bidding information and bidding forms and contract documents. The Architect shall prepare the necessary AIA contract documents for City review prior to the Project being put out for bid, including the General Conditions of the Contract for Construction, and form of agreement between the Owner and Contractor as well as all related contract documents using the proper AIA forms. All bidding documents and contractual agreements shall be in compliance with the requirements of Minnesota's public bidding and contracting law as those laws apply to public entities.

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

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) evaluating bids or proposals by reviewing the substance of the bids or proposals submitted and providing a recommendation to the Owner identifying the lowest responsible bid or proposal recommended for selection by the Architect, if any; (4) **reviewing references for the Contractor which submitted the lowest responsible bid or proposal recommended for selection by the Architect;** and (5) **assisting the Owner in awarding and preparing contracts for construction.**

§ 3.5.2 Competitive Bidding

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

§ 3.5.2.2 In addition to Section 3.5.1, the Architect shall assist the Owner in bidding the Project by:

- .1 **preparing all Bidding Documents including Contract Documents and** facilitating the distribution of Bidding Documents to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda;
- .4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner;
- .5 confirming responsiveness of bids and whether bids have been submitted by a responsible contractor;
- .6 evaluating bids by reviewing the substance of the bids submitted and providing a recommendation to the Owner identifying the lowest responsible bid recommended for selection by the Architect and determining the successful bid, if any; and
- .7 reviewing references for the Contractor which submitted the lowest responsible bid recommended for selection by the Architect; and
- .8 assisting the Owner in awarding and preparing contracts for construction.

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

§ 3.5.3 Negotiated Proposals

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

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

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

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

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

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect’s services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor’s failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect’s negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work. Nothing in this section is intended, or shall be construed, to negate the Architect’s duties to the Owner as provided in this Agreement.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

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

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

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

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

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

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

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

§ 3.6.4 Submittals

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

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

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

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

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

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

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

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect’s inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

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

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

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

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

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

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

Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.1 Programming	N/P
§ 4.1.1.2 Multiple preliminary designs	N/P
§ 4.1.1.3 Measured drawings	Owner
§ 4.1.1.4 Existing facilities surveys	Owner
§ 4.1.1.5 Site evaluation and planning	Basic Services
§ 4.1.1.6 Building Information Model management responsibilities	N/P
§ 4.1.1.7 Development of Building Information Models for post construction use	N/P
§ 4.1.1.8 Civil engineering	Basic Services
§ 4.1.1.9 Landscape design	Basic Services
§ 4.1.1.10 Architectural interior design	Basic Services
§ 4.1.1.11 Value analysis	N/P
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	Basic Services
§ 4.1.1.13 On-site project representation	N/P
§ 4.1.1.14 Conformed documents for construction	N/P
§ 4.1.1.15 As-designed record drawings	N/P
§ 4.1.1.16 As-constructed record drawings	N/P
§ 4.1.1.17 Post-occupancy evaluation	N/P
§ 4.1.1.18 Facility support services	N/P
§ 4.1.1.19 Tenant-related services	N/P

Init.

§ 4.1.1.20	Architect's coordination of the Owner's consultants	N/P
§ 4.1.1.21	Telecommunications/data design	Can be provided for additional fee.
§ 4.1.1.22	Security evaluation and planning	N/P
§ 4.1.1.23	Commissioning	N/P
§ 4.1.1.24	Sustainable Project Services pursuant to Section 4.1.3	N/P
§ 4.1.1.25	Fast-track design services	N/P
§ 4.1.1.26	Multiple bid packages	N/P
§ 4.1.1.27	Historic preservation	N/P
§ 4.1.1.28	Furniture, furnishings, and equipment design	Can be provided for additional fee.
§ 4.1.1.29	Other services provided by specialty Consultants	N/P
§ 4.1.1.30	Other Supplemental Services	N/P

§ 4.1.2 Description of Supplemental Services

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

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

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

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

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

§ 4.2 Architect's Additional Services

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

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

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;

- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;

(Paragraph Deleted)

- .;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

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

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

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 () reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 () visits to the site by the Architect during construction
- .3 () inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 () inspections for any portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within twenty-four (24) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the

Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

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

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

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

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

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

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

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

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

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

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

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement.

The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

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

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

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

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

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise

the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

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

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

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

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

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

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

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

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

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein. The Architect's obligations under this section shall survive completion of services or termination of this Agreement.

§ 8.1.3 To the fullest extent permitted by law, Owner and Architect waive against each other, and each other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and whether originally asserted by the Owner, General Contractor, Architect, or Consultant.

§ 8.2 Mediation

§ 8.2.1 The parties agree to submit all claims, disputes or controversies (whether based upon the law or contract, negligence, other common law or statute) arising out of, or in relation to, the interpretation, application or enforcement of this Agreement, including dispute resolution procedures, to mandatory discussion, including a discussion of whether the claim, dispute or controversy is appropriate for mediation prior to judicial action or other remedies. The parties agree to give prompt written notice of any dispute. Within seven days after the notice, principals of each party with authority to settle the dispute shall participate in direct, informal discussions. If such claim, dispute or controversy relates to or is the subject of a lien arising out of the Architect's services, nothing in this section shall prohibit the Architect from proceeding in accordance with applicable law to comply with the lien notice or filing deadlines.

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

§ 8.2.3 If the parties agree to submit a claim, dispute, or controversy to voluntary mediation, the parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof. . Mediation is not a condition precedent to commencing litigation, but if litigation is commenced, the parties agree to mediate before any dispositive motions or trial.

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

(Check the appropriate box.)

[X] Litigation in a court of competent jurisdiction

[X] Other: As an alternative to litigation, the parties may mutually agree in writing to submit the dispute to alternative dispute resolution *(Specify)*

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

§ 8.3 [Deleted]

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 No mediation or legal action arising out of or relating to this Agreement shall include, by consolidation or joinder or in any other manner, an additional person or entity not a party to this Agreement, except by written consent containing a specific reference to this Agreement and signed by the Owner, Architect, and any other person or entity

sought to be joined. Consent to mediation or legal action involving an additional person or entity shall not constitute consent to mediation or legal action of any claim, dispute or other matter in question not described in the written consent or with a person or entity not named or described therein. The foregoing agreement to mediate and other agreements to mediate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

(Paragraphs Deleted)

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Architect fails to perform any of the provisions of this Agreement or so fails to administer the services detailed in this Agreement in such a manner as to endanger the performance of this Agreement, this shall constitute default. Unless the Architect's default is excused by Owner, Owner may, upon not less than seven days' written notice, cancel this Agreement or exercise any other rights or remedies available to Owner under this Agreement or law.

§ 9.2 Except for amounts that are the subject of
(Paragraph Deleted)

a good-faith dispute, if the Owner fails to make payments to the Architect in accordance with this Agreement, for services performed to the satisfaction of the Owner's Representative, or otherwise fails to substantially perform its obligations under this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums which are not the subject of a good-faith dispute prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

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

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

§ 9.5 This Agreement may be terminated by the Owner upon seven (7) days written notice to Architect in its sole discretion. The Architect may terminate this Agreement only in the event of substantial non-performance by the Owner. In the event the Architect proposes to terminate this Agreement, the Architect shall notify the Owner in writing stating with specificity the alleged non-performance and further stating that the proposed termination shall be effective if the non-performance remains uncorrected for a period not less than fifteen (15) days following said notice. Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

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

§ 9.7 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed to the satisfaction of the Owner's Representative and Reimbursable Expenses incurred prior to termination, provided such services and expenses had been authorized by Owner pursuant to this Agreement before they were performed or incurred. The Architect shall not be entitled to anticipated profits.

(Paragraphs Deleted)

(Paragraph Deleted)

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

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7. In the event of Termination, and upon payment to the Architect of all sums that are not the subject of a good faith dispute, the Owner and its designated agents and consultants, shall have a non-exclusive license to use the Architect's, and its consultant's, Instruments of Service, documents, data, and records relating to the Project, in the condition they were in on the date of Termination, for the limited purpose of completing, maintaining, and operating the Project. The Architect's contracts with its consultants shall incorporate provisions whereby its consultants agree to be bound by the terms of this section. Upon request, the Architect and its consultants shall promptly furnish the Owner with legible copies of their Instruments of Service, documents, data, and records relating to the Project, and the Owner shall reimburse the Architect and its consultants for their reasonable copying and clerical expenses therefor.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be deemed to have been made and accepted in Martin County, Minnesota, and the laws of the State of Minnesota shall govern any interpretations or constructions of this Agreement without regard to its choice of law or conflict of law principals.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. By executing this Agreement, the parties state that they have carefully read this Agreement and understand fully the contents thereof, that in executing this Contract they voluntarily accept all terms described in this Contract without duress, coercion, undue influence, or otherwise, and that they intend to be legally bound thereby. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

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

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

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

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

§ 10.8 Subject to any applicable requirements of the Minnesota Government Data Practices Act, if the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

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

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

§ 10.10 The Architect, at all times and for all purposes hereunder, shall be an independent contractor and is not an employee of Owner for any purpose. No statement contained in this Agreement shall be construed so as to find the Architect to be an employee of Owner, and the Architect shall not be entitled to any of the rights, privileges, or benefits of employees of Owner, including but not limited to, workers' compensation, health/death benefits, and indemnification for third-party personal injury/property damage claims.

§ 10.10.1 The Architect acknowledges that no withholding or deduction for State or Federal income taxes, FICA, FUTA, or otherwise, will be made from the payments due the Architect, and that it is the Architect's sole obligation to comply with the applicable provisions of all Federal and State tax laws.

§ 10.10.2 The Architect shall at all times be free to exercise initiative, judgment and discretion as to how to best perform or provide services identified herein.

§ 10.10.3 The Architect is responsible for hiring sufficient staff to perform the services/duties required by this Agreement, withholding their taxes and paying all other employment tax obligations on their behalf.

§ 10.11 Pursuant to Minn. Stat. § 16C.05, subd. 5, the Architect agrees that Owner, the State Auditor, or any of their duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of the Architect and involve transactions relating to this Agreement.

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§ 10.11.1 The Architect agrees to maintain these records for a period of six years from the date of termination of this Agreement.

§ 10.12 The parties shall each be excused from performance under this Agreement while and to the extent that either of them are unable to perform, for any cause beyond its reasonable control. Such causes shall include, but not be restricted to fire, storm, flood, earthquake, explosion, war, total or partial failure of transportation or delivery facilities, raw materials or supplies, interruption of utilities or power, and any act of government or military authority. In the event either party is rendered unable wholly or in part by force majeure to carry out its obligations under this Agreement then the party affected by force majeure shall give written notice with explanation to the other party immediately.

§ 10.13 The Architect warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Architect, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from award or making of this Agreement.

§ 10.14 The Architect warrants that it is not employed by any vendor of equipment or service provider that could result in a commission, percentage, brokerage, or contingent fee as a result of the Architect's association with Owner.

§ 10.15 The provisions of any applicable law or ordinance relating to civil rights and discrimination shall be considered part of this Agreement as if fully set forth herein.

§ 10.16 No elected official, officer, or employee of Owner shall during his or her tenure or employment and for one year thereafter, have any interest, direct or indirect, in this Agreement or the proceeds thereof.

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

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

§ 10.19 This Contract may be executed simultaneously in two or more counterparts that, when taken together, shall be deemed an original and constitute one and the same document. The signature of any Party to the counterpart shall be deemed a signature to the Contract, and may be appended to, any other counterpart. Facsimile and email transmissions of executed signature pages shall be deemed as originals and sufficient to bind the executing Party.

§ 10.20 The Architect and Owner, by executing this Contract, state that they have carefully read this Contract and understand fully the contents hereof; that in executing this Contract they voluntarily accept all terms described in this Contract without duress, coercion, undue influence, or otherwise, and that they intend to be legally bound hereby.

§ 10.21 The Architect and Owner each represent and warrant to the other that (1) the persons signing this Contract are authorized signatories for the entities represented, and (2) no further approvals, actions or ratifications are needed for the full enforceability of this Contract against it; each indemnifies and holds the other harmless against any breach of the foregoing representation and warranty.

§ 10.22 Each deliverable shall be subject to a verification of acceptability by the Owner to ensure such deliverable satisfies stated requirements. The acceptability of any deliverable will be based on the Owner's satisfaction or non-satisfaction with the deliverable based on requirements of this Contract. If any deliverable is not acceptable, the Owner will notify the Architect specifying reasons in reasonable detail, and the Architect will, at no additional cost, conform the deliverable to stated requirements of this Contract.

§ 10.23 Any alterations, variations, modifications, amendments or waivers of the provisions of this Contract shall only be valid when they have been reduced to writing, and signed by authorized representative of the Owner and The Architect.

§ 10.24 The Architect shall abide by all Federal, State and local laws, statutes, ordinances, rules and regulations now in effect or hereinafter adopted pertaining to this Contract or to the facilities, programs and staff for which The Architect is responsible.

§ 10.25 The Architect hereby covenants and agrees that The Architect will not permit or allow any mechanic's or materialman's liens to be placed by subconsultants of Architect on the Owner's interest in the Property that is the subject of the Project during the term hereof. Notwithstanding the previous sentence, however, in the event any such lien shall be so placed on Owner's interest, The Architect shall take all steps necessary to see that it is removed within thirty (30) days of its being filed; provided, however, that The Architect may contest any such lien provided The Architect first posts a surety bond, in favor of and insuring the Owner, in an amount equal to 125% of the amount of any such lien.

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

§ 10.27 Headings and captions contained in this Contract are for convenience only and are not intended to alter any of the provisions of this Contract and shall not be used for the interpretation of the validity of the Contract or any provision hereof.

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

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect pursuant to cost of improvements as calculated in the Scope of Services in Exhibit A and as follows:

(Paragraph Deleted)

Subject to the limitations set forth in this Contract and Exhibit A, Owner will compensate Architect in accordance with the schedule of fees below for the time spent in performance of services under this Contract, provided that under no circumstances shall Architect's total charges to Owner, including expenses, exceed \$14,800 ("maximum price"), unless such charges in excess of the maximum price are authorized in writing by the City Administrator before they are incurred by Owner.

Owner will make periodic payment to Architect upon billing at intervals not more often than monthly at the rates specified in the schedule of fees included herein, provided that no bill/invoice submitted to owner shall exceed a percentage of the maximum price equivalent to the percentage of the scope of services completed by Architect to the satisfaction of the City Administrator.

(Paragraph Deleted)

(Paragraph Deleted)

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

Hourly or Fixed Fee agreed upon in writing.

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

Hourly or Fixed Fee agreed upon in writing.

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

Hourly or Fixed Fee agreed upon in writing.

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

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

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner’s most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner’s budget for the Cost of the Work.

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

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

Init.

Services provided on an hourly basis will be compensated at the following hourly rates :

Employee or Category	Rate (\$0.00)
Principal	\$210.00
Project Manager/Associate	\$180.00
Lead Mechanical Engineer	\$180.00
Lead Electrical Engineer	\$180.00
Architectural Staff	\$100.00-\$150.00
Engineering Staff	\$120.00-\$160.00
Administrative Staff	\$75.00

§ 11.8 Compensation for Reimbursable Expenses

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

- .1 mileage based on Federal rates in connection with the project and Owner requested out-of-state travel;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project, including government agency review and permit fees;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .
- .8 All taxes levied on professional services and on reimbursable expenses;
- .9 Site office expenses;
- .10 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- .11 Other similar Project-related expenditures.
- .12

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect’s consultants and be billed at actual cost to Architect of the expenses incurred without any mark-up.

(Paragraphs Deleted)

§ 11.10 Payments to the Architect

(Paragraph Deleted)

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect’s invoice. Amounts unpaid ninety (90) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate

Init.

prevailing from time to time at the principal place of business of the Architect.
(Insert rate of monthly or annual interest agreed upon.)

5.00 % per annum

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect. The Owner's right, if any, to offset sums due the Architect shall be governed by applicable law, including, but not limited to the to the Municipal Prompt Payment Act, Minn. Stat. § 471.425.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times. The Architect shall keep and maintain accurate documentation of all claimed reimbursable expenses in such a form that they may be independently audited.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:
(Include other terms and conditions applicable to this Agreement.)

ARTICLE 13 SCOPE OF THE AGREEMENT

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

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

.1 AIA Document B101™-2017, Standard Form Agreement Between Owner and Architect
(Paragraph Deleted)

.2 Exhibits:
Exhibit A: Wold proposal dated February 7, 2023.
(Paragraph Deleted)

(Check the appropriate box for any exhibits incorporated into this Agreement.)

(Paragraph Deleted)

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

Scope of Services, Exhibit A

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

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

Init.

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User Notes:

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CITY OF FAIRMONT

WOLD ARCHITECTS INCORPORATED d/b/a

WOLD ARCHITECTS AND ENGINEERS

OWNER (Signature)

Lee Baarts Mayor
(Printed name and title)

OWNER (Signature)

Patty Monsen City Clerk
(Printed name and title)

ARCHITECT (Signature)

Joel Dunning, Vice President
(Printed name, title, and license number, if required)



EXHIBIT A

[INSERT SCOPE OF SERVICES]

Init.

/



AIA[®] Document B101[®] – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the 24th day of April in the year 2023
(In words, indicate day, month and year.)

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

City of Fairmont
100 Downtown Plaza
Fairmont, Minnesota 56031
Telephone Number: 507-238-9461

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

Wold Architects Incorporated d/b/a
Wold Architects and Engineers
332 Minnesota Street, Suite W2000
Saint Paul, Minnesota 55101
Telephone Number: 651-227-7773
Fax Number: 651-223-5646

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

City Hall Security and Accessibility Upgrades
Architectural and engineering services to conduct security and accessibility upgrades at City Hall in accordance with the scope of services in the proposal from Wold, dated February 7, 2023. And approved by the City Council on February 27, 2023, which proposal is attached hereto and incorporated by reference as Exhibit A.

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

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

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

Init.

TABLE OF ARTICLES

- 1 INITIAL INFORMATION
- 2 ARCHITECT'S RESPONSIBILITIES
- 3 SCOPE OF ARCHITECT'S BASIC SERVICES
- 4 SUPPLEMENTAL AND ADDITIONAL SERVICES
- 5 OWNER'S RESPONSIBILITIES
- 6 COST OF THE WORK
- 7 COPYRIGHTS AND LICENSES
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- 9 TERMINATION OR SUSPENSION
- 10 MISCELLANEOUS PROVISIONS
- 11 COMPENSATION
- 12 SPECIAL TERMS AND CONDITIONS
- 13 SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

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

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

§ 1.1.1 The Owner's program for the Project:

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

City Hall Security and Accessibility Upgrades

The work shall include architectural and engineering services, including mechanical, electrical, civil, and structural engineering, schematic design, design development, construction documents, bid, and construction services in order to conduct security and accessibility upgrades at City Hall. Work shall include obtaining necessary Project approvals, providing completed plans and specifications fully describing the Project for public bid, preparation of all contract and bidding documents, bid evaluation and selection, and design and engineering services required to complete the Project as described in detail herein.

§ 1.1.2 The Project's physical characteristics:

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

As detailed in the Scope of Services attached hereto and incorporated herein by reference as Exhibit A.

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

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

Init.

Total Estimated Budget = \$429,000

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

.1 Design phase milestone dates, if any:

To be determined.

.2 Construction commencement date:

To be determined.

.3 Substantial Completion date or dates:

Completed by 2026

.4 Other milestone dates:

To be determined.

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:

(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

Competitive Bid – Public Project

§ 1.1.6 The Owner’s anticipated Sustainable Objective for the Project:

(Identify and describe the Owner’s Sustainable Objective for the Project, if any.)

(Paragraph Deleted)

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™–2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner’s Sustainable Objective. If E204–2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204–2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:

(List name, address, and other contact information.)

Cathy Reynolds
100 Downtown Plaza
Fairmont, MN 56031
507-238-3936

§ 1.1.8 The persons or entities, in addition to the Owner’s representative, who are required to review the Architect’s submittals to the Owner are as follows:

(List name, address, and other contact information.)

§ 1.1.9 The Owner shall retain the following consultants and contractors:

(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

Init.

To be determined.

(Paragraph Deleted)

.2 Other, if any:

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

To be determined.

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

Jonathan Loose
332 Minnesota Street, Suite W2000
Saint Paul, MN 55101
651-227-7773

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

To be determined.

.2 Mechanical Engineer:

To be determined.

.3 Electrical Engineer:

To be determined.

.4 Civil Engineer:

To be determined.

§ 1.1.11.2 Consultants retained under Supplemental Services:

(Paragraph Deleted)

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

(Paragraphs Deleted)

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

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

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects with experience in projects of similar size, scope and complexity practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously in accordance with this Agreement and as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.2.1 The Architect shall perform its services in compliance with all applicable Federal, State and local laws, statutes, ordinances, rules, regulations and codes now in effect or hereinafter adopted pertaining to this Agreement or to the facilities, programs and staff for which the Architect is responsible.

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

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

§ 2.5 The Architect shall, at its sole cost and expense, maintain the following insurance, including the minimum coverages and limits of liability specified below, or as specified in the applicable insurance certificate(s), or as required by law, whichever is greater, for the relevant claims period for this Project for the duration of this Agreement, and for a date of at least three years after the date of Substantial Completion or earlier termination of

this Agreement, with insurers having an A.M. Best rating of A-VII or better and licensed to do business in the state of Minnesota.

§ 2.5.1 Commercial General Liability (including contractual liability) with policy limits of not less than the following:

- \$4,000,000 General Aggregate (per project)
- \$2,000,000 Products/Completed Operations
- \$2,000,000 Each Occurrence
- \$2,000,000 Personal/Advertising Injury (any one person or organization)
- \$50,000 Fire Damage (any one fire)
- \$5,000 Medical Payments (any one person or occurrence)

The Architect shall provide umbrella or excess liability insurance of not less than One Million Dollars (\$1,000,000). The Architect may additionally use umbrella or excess liability insurance to achieve the above required coverage for Commercial General Liability and Automobile Liability, provided that such umbrella or excess insurance results in the same type of coverage as required for the individual policies.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than Two Million (\$ 2,000,000) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage such as statutory personal injury protection.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with policy limits not less than Two Million (\$ 2,000,000) each accident, Two Million (\$ 2,000,000) each employee, and Two Million (\$ 2,000,000) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than Two Million (\$ 2,000,000) per claim and Four Million (\$ 4,000,000) in the aggregate.

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

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

§ 2.6 The Architect shall hold harmless and indemnify the Owner, its commissioners, officers, and employees against claims, expenses (including reasonable attorneys' fees), losses, damages, or lawsuits for damages arising out of or resulting from the performance of the services to be provided under this Agreement, but only to the extent caused by the negligence or willful misconduct of the Architect or any entity or person for which the Architect is legally responsible.

§ 2.7 The Architect shall provide to the Owner certificates of insurance evidencing compliance with the requirements in this Article. The certificates will name the Owner as an additional insured on the Commercial General Liability, Automobile Liability, umbrella or excess policies. Such proof of insurance shall confirm that the insurer has agreed that it will not cancel the insurance without giving the Owner thirty (30) days advance written notice of its intent to

cancel. The Architect shall likewise demand from its consultants proof of insurance meeting the foregoing requirements as a condition precedent to their engagement to perform services on the Project. The Architect shall not commence work under this Contract until the Architect has obtained all insurance required herein and such insurance has been approved by the Owner, nor shall the Architect allow any subcontractor to commence work on a subcontract until such subcontractor has obtained like insurance. All this insurance coverage shall be maintained throughout the life of this Contract.

§ 2.8 The Architect's policies shall be primary insurance to any other valid and collectible insurance available to the Owner with respect to any claim arising out of The Architect's performance under this Contract. The Architect is responsible for payment of Contract related insurance premiums and deductibles. All policies listed above, except professional liability, shall be written on an "occurrence" form ("claims made" and "modified occurrence" forms are not acceptable) and shall apply on a "per project" basis. The Architect shall obtain insurance policies from insurance companies having an "AM BEST" rating of A- (minus); Financial Size Category (FSC) VII or better, and authorized to do business in the State of Minnesota.

§ 2.9 If the Architect retains subconsultants to perform a portion of the services under this Contract, each subconsultant is required to carry insurance related to the subconsultant's profession. All registered subconsultants are required to carry Commercial General Liability insurance with policy limits of not less than One Million (\$1,000,000) for each occurrence and One Million (\$1,000,000) in the aggregate; Automobile Liability insurance with policy limits of not less than One Million (\$1,000,000) per accident; Worker's Compensation and Employer's Liability insurance as required by the State of Minnesota; and Professional Liability insurance with policy limits of not less than One Million (\$1,000,000) per claim and One Million (\$1,000,000) in the aggregate.

§ 2.10 Notwithstanding the foregoing, the Owner reserves the right to immediately terminate this Contract if the Architect is not in compliance with the insurance requirements contained herein and retains all rights to pursue any legal remedies against the Architect.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services, including those services described in Exhibit A hereto. Services not set forth in this Article 3 are Supplemental or Additional Services.

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

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

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

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

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

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

§ 3.2 Schematic Design Phase Services

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

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

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

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

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

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

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

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Design Development Phase Services

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

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 Construction Documents Phase Services

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

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

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval. The Architect shall after consultation with the Owner be primarily responsible for the preparation of the necessary bidding information and bidding forms and contract documents. The Architect shall prepare the necessary AIA contract documents for City review prior to the Project being put out for bid, including the General Conditions of the Contract for Construction, and form of agreement between the Owner and Contractor as well as all related contract documents using the proper AIA forms. All bidding documents and contractual agreements shall be in compliance with the requirements of Minnesota's public bidding and contracting law as those laws apply to public entities.

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

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) evaluating bids or proposals by reviewing the substance of the bids or proposals submitted and providing a recommendation to the Owner identifying the lowest responsible bid or proposal recommended for selection by the Architect, if any; (4) **reviewing references for the Contractor which submitted the lowest responsible bid or proposal recommended for selection by the Architect;** and (5) **assisting the Owner in awarding and preparing contracts for construction.**

§ 3.5.2 Competitive Bidding

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

§ 3.5.2.2 In addition to Section 3.5.1, the Architect shall assist the Owner in bidding the Project by:

- .1 **preparing all Bidding Documents including Contract Documents and** facilitating the distribution of Bidding Documents to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda;
- .4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner;
- .5 confirming responsiveness of bids and whether bids have been submitted by a responsible contractor;
- .6 evaluating bids by reviewing the substance of the bids submitted and providing a recommendation to the Owner identifying the lowest responsible bid recommended for selection by the Architect and determining the successful bid, if any; and
- .7 reviewing references for the Contractor which submitted the lowest responsible bid recommended for selection by the Architect; and
- .8 assisting the Owner in awarding and preparing contracts for construction.

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

§ 3.5.3 Negotiated Proposals

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

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

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

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

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

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work. Nothing in this section is intended, or shall be construed, to negate the Architect's duties to the Owner as provided in this Agreement.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

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

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

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

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

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

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

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

§ 3.6.4 Submittals

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

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

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

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

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

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

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

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect’s inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

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

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

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

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

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

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

Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.1 Programming	N/P
§ 4.1.1.2 Multiple preliminary designs	N/P
§ 4.1.1.3 Measured drawings	Owner
§ 4.1.1.4 Existing facilities surveys	Owner
§ 4.1.1.5 Site evaluation and planning	Basic Services
§ 4.1.1.6 Building Information Model management responsibilities	N/P
§ 4.1.1.7 Development of Building Information Models for post construction use	N/P
§ 4.1.1.8 Civil engineering	Basic Services
§ 4.1.1.9 Landscape design	Basic Services
§ 4.1.1.10 Architectural interior design	Basic Services
§ 4.1.1.11 Value analysis	N/P
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	Basic Services
§ 4.1.1.13 On-site project representation	N/P
§ 4.1.1.14 Conformed documents for construction	N/P
§ 4.1.1.15 As-designed record drawings	N/P
§ 4.1.1.16 As-constructed record drawings	N/P
§ 4.1.1.17 Post-occupancy evaluation	N/P
§ 4.1.1.18 Facility support services	N/P
§ 4.1.1.19 Tenant-related services	N/P

Init.

§ 4.1.1.20	Architect's coordination of the Owner's consultants	N/P
§ 4.1.1.21	Telecommunications/data design	Can be provided for additional fee.
§ 4.1.1.22	Security evaluation and planning	N/P
§ 4.1.1.23	Commissioning	N/P
§ 4.1.1.24	Sustainable Project Services pursuant to Section 4.1.3	N/P
§ 4.1.1.25	Fast-track design services	N/P
§ 4.1.1.26	Multiple bid packages	N/P
§ 4.1.1.27	Historic preservation	N/P
§ 4.1.1.28	Furniture, furnishings, and equipment design	Can be provided for additional fee.
§ 4.1.1.29	Other services provided by specialty Consultants	N/P
§ 4.1.1.30	Other Supplemental Services	N/P

§ 4.1.2 Description of Supplemental Services

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

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

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

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

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

§ 4.2 Architect's Additional Services

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

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

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;

- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;

(Paragraph Deleted)

- .;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

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

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

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 () reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 () visits to the site by the Architect during construction
- .3 () inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 () inspections for any portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within twenty-four (24) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the

Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

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

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

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

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

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

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

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

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

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

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

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement.

The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

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

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

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

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

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise

the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

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

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

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

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

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

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

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

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

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein. The Architect's obligations under this section shall survive completion of services or termination of this Agreement.

§ 8.1.3 To the fullest extent permitted by law, Owner and Architect waive against each other, and each other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and whether originally asserted by the Owner, General Contractor, Architect, or Consultant.

§ 8.2 Mediation

§ 8.2.1 The parties agree to submit all claims, disputes or controversies (whether based upon the law or contract, negligence, other common law or statute) arising out of, or in relation to, the interpretation, application or enforcement of this Agreement, including dispute resolution procedures, to mandatory discussion, including a discussion of whether the claim, dispute or controversy is appropriate for mediation prior to judicial action or other remedies. The parties agree to give prompt written notice of any dispute. Within seven days after the notice, principals of each party with authority to settle the dispute shall participate in direct, informal discussions. If such claim, dispute or controversy relates to or is the subject of a lien arising out of the Architect's services, nothing in this section shall prohibit the Architect from proceeding in accordance with applicable law to comply with the lien notice or filing deadlines.

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

§ 8.2.3 If the parties agree to submit a claim, dispute, or controversy to voluntary mediation, the parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof. Mediation is not a condition precedent to commencing litigation, but if litigation is commenced, the parties agree to mediate before any dispositive motions or trial.

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

(Check the appropriate box.)

[X] Litigation in a court of competent jurisdiction

[X] Other: As an alternative to litigation, the parties may mutually agree in writing to submit the dispute to alternative dispute resolution *(Specify)*

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

§ 8.3 [Deleted]

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 No mediation or legal action arising out of or relating to this Agreement shall include, by consolidation or joinder or in any other manner, an additional person or entity not a party to this Agreement, except by written consent containing a specific reference to this Agreement and signed by the Owner, Architect, and any other person or entity

sought to be joined. Consent to mediation or legal action involving an additional person or entity shall not constitute consent to mediation or legal action of any claim, dispute or other matter in question not described in the written consent or with a person or entity not named or described therein. The foregoing agreement to mediate and other agreements to mediate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

(Paragraphs Deleted)

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Architect fails to perform any of the provisions of this Agreement or so fails to administer the services detailed in this Agreement in such a manner as to endanger the performance of this Agreement, this shall constitute default. Unless the Architect's default is excused by Owner, Owner may, upon not less than seven days' written notice, cancel this Agreement or exercise any other rights or remedies available to Owner under this Agreement or law.

§ 9.2 Except for amounts that are the subject of
(Paragraph Deleted)

a good-faith dispute, if the Owner fails to make payments to the Architect in accordance with this Agreement, for services performed to the satisfaction of the Owner's Representative, or otherwise fails to substantially perform its obligations under this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums which are not the subject of a good-faith dispute prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

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

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

§ 9.5 This Agreement may be terminated by the Owner upon seven (7) days written notice to Architect in its sole discretion. The Architect may terminate this Agreement only in the event of substantial non-performance by the Owner. In the event the Architect proposes to terminate this Agreement, the Architect shall notify the Owner in writing stating with specificity the alleged non-performance and further stating that the proposed termination shall be effective if the non-performance remains uncorrected for a period not less than fifteen (15) days following said notice. Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

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

§ 9.7 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed to the satisfaction of the Owner's Representative and Reimbursable Expenses incurred prior to termination, provided such services and expenses had been authorized by Owner pursuant to this Agreement before they were performed or incurred. The Architect shall not be entitled to anticipated profits.

(Paragraphs Deleted)

(Paragraph Deleted)

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

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7. In the event of Termination, and upon payment to the Architect of all sums that are not the subject of a good faith dispute, the Owner and its designated agents and consultants, shall have a non-exclusive license to use the Architect's, and its consultant's, Instruments of Service, documents, data, and records relating to the Project, in the condition they were in on the date of Termination, for the limited purpose of completing, maintaining, and operating the Project. The Architect's contracts with its consultants shall incorporate provisions whereby its consultants agree to be bound by the terms of this section. Upon request, the Architect and its consultants shall promptly furnish the Owner with legible copies of their Instruments of Service, documents, data, and records relating to the Project, and the Owner shall reimburse the Architect and its consultants for their reasonable copying and clerical expenses therefor.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be deemed to have been made and accepted in Martin County, Minnesota, and the laws of the State of Minnesota shall govern any interpretations or constructions of this Agreement without regard to its choice of law or conflict of law principals.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. By executing this Agreement, the parties state that they have carefully read this Agreement and understand fully the contents thereof, that in executing this Contract they voluntarily accept all terms described in this Contract without duress, coercion, undue influence, or otherwise, and that they intend to be legally bound thereby. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

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

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

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

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

§ 10.8 Subject to any applicable requirements of the Minnesota Government Data Practices Act, if the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

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

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

§ 10.10 The Architect, at all times and for all purposes hereunder, shall be an independent contractor and is not an employee of Owner for any purpose. No statement contained in this Agreement shall be construed so as to find the Architect to be an employee of Owner, and the Architect shall not be entitled to any of the rights, privileges, or benefits of employees of Owner, including but not limited to, workers' compensation, health/death benefits, and indemnification for third-party personal injury/property damage claims.

§ 10.10.1 The Architect acknowledges that no withholding or deduction for State or Federal income taxes, FICA, FUTA, or otherwise, will be made from the payments due the Architect, and that it is the Architect's sole obligation to comply with the applicable provisions of all Federal and State tax laws.

§ 10.10.2 The Architect shall at all times be free to exercise initiative, judgment and discretion as to how to best perform or provide services identified herein.

§ 10.10.3 The Architect is responsible for hiring sufficient staff to perform the services/duties required by this Agreement, withholding their taxes and paying all other employment tax obligations on their behalf.

§ 10.11 Pursuant to Minn. Stat. § 16C.05, subd. 5, the Architect agrees that Owner, the State Auditor, or any of their duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of the Architect and involve transactions relating to this Agreement.

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§ 10.11.1 The Architect agrees to maintain these records for a period of six years from the date of termination of this Agreement.

§ 10.12 The parties shall each be excused from performance under this Agreement while and to the extent that either of them are unable to perform, for any cause beyond its reasonable control. Such causes shall include, but not be restricted to fire, storm, flood, earthquake, explosion, war, total or partial failure of transportation or delivery facilities, raw materials or supplies, interruption of utilities or power, and any act of government or military authority. In the event either party is rendered unable wholly or in part by force majeure to carry out its obligations under this Agreement then the party affected by force majeure shall give written notice with explanation to the other party immediately.

§ 10.13 The Architect warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Architect, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from award or making of this Agreement.

§ 10.14 The Architect warrants that it is not employed by any vendor of equipment or service provider that could result in a commission, percentage, brokerage, or contingent fee as a result of the Architect's association with Owner.

§ 10.15 The provisions of any applicable law or ordinance relating to civil rights and discrimination shall be considered part of this Agreement as if fully set forth herein.

§ 10.16 No elected official, officer, or employee of Owner shall during his or her tenure or employment and for one year thereafter, have any interest, direct or indirect, in this Agreement or the proceeds thereof.

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

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

§ 10.19 This Contract may be executed simultaneously in two or more counterparts that, when taken together, shall be deemed an original and constitute one and the same document. The signature of any Party to the counterpart shall be deemed a signature to the Contract, and may be appended to, any other counterpart. Facsimile and email transmissions of executed signature pages shall be deemed as originals and sufficient to bind the executing Party.

§ 10.20 The Architect and Owner, by executing this Contract, state that they have carefully read this Contract and understand fully the contents hereof; that in executing this Contract they voluntarily accept all terms described in this Contract without duress, coercion, undue influence, or otherwise, and that they intend to be legally bound hereby.

§ 10.21 The Architect and Owner each represent and warrant to the other that (1) the persons signing this Contract are authorized signatories for the entities represented, and (2) no further approvals, actions or ratifications are needed for the full enforceability of this Contract against it; each indemnifies and holds the other harmless against any breach of the foregoing representation and warranty.

§ 10.22 Each deliverable shall be subject to a verification of acceptability by the Owner to ensure such deliverable satisfies stated requirements. The acceptability of any deliverable will be based on the Owner's satisfaction or non-satisfaction with the deliverable based on requirements of this Contract. If any deliverable is not acceptable, the Owner will notify the Architect specifying reasons in reasonable detail, and the Architect will, at no additional cost, conform the deliverable to stated requirements of this Contract.

§ 10.23 Any alterations, variations, modifications, amendments or waivers of the provisions of this Contract shall only be valid when they have been reduced to writing, and signed by authorized representative of the Owner and The Architect.

§ 10.24 The Architect shall abide by all Federal, State and local laws, statutes, ordinances, rules and regulations now in effect or hereinafter adopted pertaining to this Contract or to the facilities, programs and staff for which The Architect is responsible.

§ 10.25 The Architect hereby covenants and agrees that The Architect will not permit or allow any mechanic's or materialman's liens to be placed by subconsultants of Architect on the Owner's interest in the Property that is the subject of the Project during the term hereof. Notwithstanding the previous sentence, however, in the event any such lien shall be so placed on Owner's interest, The Architect shall take all steps necessary to see that it is removed within thirty (30) days of its being filed; provided, however, that The Architect may contest any such lien provided The Architect first posts a surety bond, in favor of and insuring the Owner, in an amount equal to 125% of the amount of any such lien.

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

§ 10.27 Headings and captions contained in this Contract are for convenience only and are not intended to alter any of the provisions of this Contract and shall not be used for the interpretation of the validity of the Contract or any provision hereof.

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

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect pursuant to cost of improvements as calculated in the Scope of Services in Exhibit A and as follows:

(Paragraph Deleted)

Subject to the limitations set forth in this Contract and Exhibit A, Owner will compensate Architect in accordance with the schedule of fees below for the time spent in performance of services under this Contract, provided that under no circumstances shall Architect's total charges to Owner, including expenses, exceed \$29,500 ("maximum price"), unless such charges in excess of the maximum price are authorized in writing by the City Administrator before they are incurred by Owner.

Owner will make periodic payment to Architect upon billing at intervals not more often than monthly at the rates specified in the schedule of fees included herein, provided that no bill/invoice submitted to owner shall exceed a percentage of the maximum price equivalent to the percentage of the scope of services completed by Architect to the satisfaction of the City Administrator.

(Paragraph Deleted)

(Paragraph Deleted)

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

Hourly or Fixed Fee agreed upon in writing.

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

Hourly or Fixed Fee agreed upon in writing.

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

Hourly or Fixed Fee agreed upon in writing.

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

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

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

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

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

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Services provided on an hourly basis will be compensated at the following hourly rates :

Employee or Category	Rate (\$0.00)
Principal	\$210.00
Project Manager/Associate	\$180.00
Lead Mechanical Engineer	\$180.00
Lead Electrical Engineer	\$180.00
Architectural Staff	\$100.00-\$150.00
Engineering Staff	\$120.00-\$160.00
Administrative Staff	\$75.00

§ 11.8 Compensation for Reimbursable Expenses

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

- .1 mileage based on Federal rates in connection with the project and Owner requested out-of-state travel;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project, including government agency review and permit fees;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .
- .8 All taxes levied on professional services and on reimbursable expenses;
- .9 Site office expenses;
- .10 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- .11 Other similar Project-related expenditures.
- .12

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect’s consultants and be billed at actual cost to Architect of the expenses incurred without any mark-up.

(Paragraphs Deleted)

§ 11.10 Payments to the Architect

(Paragraph Deleted)

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect’s invoice. Amounts unpaid ninety (90) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate

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prevailing from time to time at the principal place of business of the Architect.
(Insert rate of monthly or annual interest agreed upon.)

5.00 % per annum

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect. The Owner's right, if any, to offset sums due the Architect shall be governed by applicable law, including, but not limited to the to the Municipal Prompt Payment Act, Minn. Stat. § 471.425.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times. The Architect shall keep and maintain accurate documentation of all claimed reimbursable expenses in such a form that they may be independently audited.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:
(Include other terms and conditions applicable to this Agreement.)

ARTICLE 13 SCOPE OF THE AGREEMENT

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

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

.1 AIA Document B101™-2017, Standard Form Agreement Between Owner and Architect
(Paragraph Deleted)

.2 Exhibits:
Exhibit A: Wold proposal dated February 7, 2023.
(Paragraph Deleted)

(Check the appropriate box for any exhibits incorporated into this Agreement.)

(Paragraph Deleted)

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

Scope of Services, Exhibit A

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

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

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User Notes:

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CITY OF FAIRMONT

WOLD ARCHITECTS INCORPORATED d/b/a

WOLD ARCHITECTS AND ENGINEERS

OWNER (Signature)

Lee Baarts Mayor
(Printed name and title)

OWNER (Signature)

Patty Monsen City Clerk
(Printed name and title)

ARCHITECT (Signature)

Joel Dunning, Vice President
(Printed name, title, and license number, if required)



EXHIBIT A

[INSERT SCOPE OF SERVICES]

Init.

/



Fairmont City Council
April 24, 2023

Agenda Item: 9.6

From: Cathy Reynolds, City Administrator
To: Mayor and City Council

Subject: City Administrator Position

Policy/Action Requested: Motions as appropriate to address the items discussed below.

Vote Required: X Simple Majority Roll Call

Recommendation:

Overview:

City Administrator Reynolds submitted written notice of her resignation on April 18, 2023. This notice places multiple actions in front of the council for consideration as this time:

- 1. Administrator Reynolds provided 60-day notice in accordance with the terms of her contract. She has also requested that the council consider an earlier end date in accordance with the terms of her contract that allows the council and administrator to agree to a shorter notice period. Administrator Reynolds has requested that council consider May 19, 2023 as her final day of employment with the City.
2. With Administrator Reynolds departure the council will need to begin a recruitment for a new city administrator. The council needs to decide if they would like to hire a recruiting firm, or if they want to post the position and do the recruiting on their own. Most communities utilize a recruiting firm for the city administrator position. The recruiting firm will complete a national search, complete the background check, reference check, and facilitate the interview process. Recruiting firms also have additional screening steps they take which vary depending on the firm retained. Most firms charge around \$25,000 - \$30,000 for a recruitment. If council wishes to utilize a recruiting firm staff can begin getting quotes from various companies for the council to review and select a firm from.
3. Staff recommends that council appoint a hiring committee to lead the recruitment effort and to keep the council as a whole advised on the process. The hiring committee should be two council members that can review the recruiting firm proposals and make a recommendation to council on the firm to utilize (assuming council wants to utilize a firm). The hiring committee would then be the contact with the firm throughout the process and would be the negotiating committee when a candidate is selected by the council for the position.
4. The hiring committee can also work on locating an interim administrator to lead city operations while the recruiting process is completed. They will be able to negotiate contract terms for an interim and bring that to the council for approval.

Budget Impact:

Attachments:

- 1. City Administrator Job Description

Council Action: _____ Date: _____

**CITY OF FAIRMONT
POSITION DESCRIPTION**

CITY ADMINISTRATOR

DEPARTMENT: Administration
FLSA CLASSIFICATION: Exempt
REPORTS TO: City Council
SUPERVISES: All City Employees

DEFINITION:

The City Administrator is the chief administrative officer of the City and is responsible for the proper administration of all affairs and operations of the City. The City Administrator oversees and directs the operation of all departments and offices of the City except as otherwise provided by law. This position performs responsible managerial and supervisory work coordinating and directing City government operations under the direction of the City Council. The Administrator is the Chief Executive Officer who performs highly responsible administrative and managerial tasks.

To perform this job successfully, an individual must be able to perform each duty satisfactorily. The requirements listed below are representative of the knowledge, skill and abilities required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions of the position. The Essential functions listed below are intended as illustrations of the various types of work that may be performed. The omission of specific duties does not exclude them if the work is similar, related or a logical assignment to the position.

ESSENTIAL FUNCTIONS OF THE JOB:

- Performs high-level administrative, technical and professional work in accordance with policy established by the City Council, City, state and Federal laws, regulations and guidelines. This includes directing and supervising the administration and day-to-day management of the City.
- Plans, organizes, and administers all City affairs to ensure a coordinated and efficient effort to meet the goals and objectives of the City Council.
- Oversees the preparation of City Council, Board, and Commission agendas and public meetings.
- Provides professional support to the City Council by attending meetings to report on City affairs. Presents recommendations and specific actions concerning policies and objectives, participates in discussion, and implements council decisions.
- Attends all City Council meetings and other public meetings as needed; ensures council decisions are implemented.
- Ensures proper public relations by following up with all departments to ensure public services are efficiently provided and that all complaints, concerns, and public contacts are effectively handled.
- Monitors and evaluates the efficiency and effectiveness of service delivery methods and procedures; assesses and monitors workload, administrative and support systems, and internal reporting relationships; identifies opportunities for improvement and directs the implementation of changes.
- Represents the City and meets and confers with citizens, business entities, elected officials and outside agencies to discuss City policies and procedures. Remedies problems and resolves inquiries and complaints from both internal and external sources. Negotiates and resolves sensitive, significant, and controversial issues.
- Manages the development and implementation of City and departmental goals, objectives, policies and priorities within City policy, ensuring appropriate service and staffing levels and allocating resources accordingly.
- Manages the development and administration of the City budget, revenue, and expenditure forecasts of funds needed for staffing, equipment, materials and supplies; directs and approves expenditures in accordance with City policy; directs the preparation and implementation of budgetary adjustments as necessary.

- Stays abreast of new trends and innovation in the field of public management and administration.
- Advises the City Council on matters of policy and maintains regular written and verbal communication with Council.
- Reviews and analyzes reports, legislation, court cases, and related matters. Directs or personally conducts studies, research, and investigation on a wide variety of administrative and technical areas.
- Prepares and recommends long-range plans for City service programs and develops specific proposals for action on current and future City needs.
- Supervises all City staff directly or indirectly through department supervisors. Interviews, hires, conducts performance reviews, salaries, and rewards and discipline as provided in the personnel policy. Determines staffing needs, subject to City Council approval. Oversees the preparation and maintenance of position descriptions.
- Serves as the Community Development Director and HR Director and performs roles and responsibilities consistent with these positions.
- Performs other duties and activities as apparent or assigned by the City Council.

EQUIPMENT USED:

- Computer
- Mobile devices

REQUIRED KNOWLEDGE AND ABILITIES:

- Knowledge of operational characteristics, services, and activities of municipal administration and organization.
- Knowledge of modern policies and practices of public administration; working knowledge of municipal finance, public works, public safety, community development, human resources, economic development, and municipal airports.
- Knowledge of and skill in advanced principles and practices used in municipal budget preparation and administration.
- Knowledge of pertinent Federal, State and local laws, ordinances, statutes and regulations.
- Skill in preparing and administering municipal budgets and programs.
- Ability to develop, implement, and administer goals, objectives, and procedures for providing effective and efficient services for the City.
- Ability to analyze problems, identify alternative solutions, project consequences of proposed actions, and implement recommendations in support of established goals.
- Ability to identify and respond to community and City Council issues, concerns, and needs.
- Ability to communicate effectively with diverse groups of individuals using tact and diplomacy.

MINIMUM QUALIFICATIONS:

- Bachelor’s Degree in public or business administration or a related field.
- Five years of responsible local government experience.
- Five years of supervisory experience.
- Strong and effective communication and writing skills; proficient in Microsoft software programs; leadership and ethics; management and problem solving.

PREFERRED QUALIFICATIONS:

- Master’s degree in Public Administration
- Previous experience in city administration

CONDITIONS OF EMPLOYMENT:

- Possession of a MN Class D Driver License or the ability to obtain one within thirty (30) days of employment

Accounts Payable
Check Approval List - City Council

From: 03/29/2023

To: 04/25/2023



<u>Vendor</u>	<u>Department</u>	<u>Description</u>	<u>Amount</u>	<u>Check Number</u>	<u>Check Date</u>
<u>A.H. Hermel Company</u>					
A.H. Hermel Company	Liquor Store	Supplies Liquor Store	288.07	159793	04/04/2023 1
A.H. Hermel Company	Liquor Store	Supplies Liquor Store	396.07	159793	04/04/2023 1
A.H. Hermel Company	Liquor - Mdse for Resale	Pop/Mix	89.43	159793	04/04/2023 1
A.H. Hermel Company	Liquor - Mdse for Resale	Pop/Mix	-27.33	159793	04/04/2023 1
A.H. Hermel Company	Liquor - Mdse for Resale	Pop/Mix	236.94	159793	04/04/2023 1
A.H. Hermel Company	Liquor - Mdse for Resale	Freight	8.95	159793	04/04/2023 1
		Total for A.H. Hermel Company	992.13		
<u>Active911, Inc.</u>					
Active911, Inc.	Fire Fighting	Alerting subscription 2023	450.00	160005	04/18/2023 1
		Total for Active911, Inc.	450.00		
<u>AdMfg, Inc</u>					
AdMfg, Inc	Economic Development	April 2023 Social Media, Retainer Services FMT Area Life-SMIF Gr	520.00	159887	04/12/2023 1
		Total for AdMfg, Inc	520.00		
<u>All Tech Services Co.</u>					
All Tech Services Co.	Airport	Airport-No Heat Repairs Made to Boiler Pumps	255.00	160018	04/18/2023 1
		Total for All Tech Services Co.	255.00		
<u>Amazon Capital Services</u>					
Amazon Capital Services	Data Processing	Office Supplies City Hall	1.53	159773	04/04/2023 1
Amazon Capital Services	Building Inspection	Office Supplies City Hall	2.56	159773	04/04/2023 1
Amazon Capital Services	Airport	Office Supplies City Hall	2.56	159773	04/04/2023 1
Amazon Capital Services	Liquor Store	Office Supplies City Hall	1.02	159773	04/04/2023 1
Amazon Capital Services	Economic Development	Office Supplies City Hall	1.53	159773	04/04/2023 1
Amazon Capital Services	City Manager	Office Supplies City Hall	2.56	159773	04/04/2023 1
Amazon Capital Services	Fire Fighting	Office Supplies City Hall	2.04	159773	04/04/2023 1
Amazon Capital Services	Central Garage	SIKOT Compatible Label Tape Replacement	42.99	160040	04/25/2023 1
Amazon Capital Services	Engineering	Office Supplies City Hall	5.62	159773	04/04/2023 1
Amazon Capital Services	Paved Streets	Office Supplies City Hall	1.02	159773	04/04/2023 1
Amazon Capital Services	Paved Streets	Radio Batteries 1/2 Street 1/2 Park	124.00	159773	04/04/2023 1
Amazon Capital Services	Police Administration	Office Supplies City Hall	1.02	159773	04/04/2023 1
Amazon Capital Services	Director of Finance	Office Supplies City Hall	2.56	159773	04/04/2023 1
Amazon Capital Services	Parks	Radio Batteries 1/2 Street 1/2 Park	124.00	159773	04/04/2023 1
Amazon Capital Services	Parks	Office Supplies City Hall	2.04	159773	04/04/2023 1
Amazon Capital Services	Planning & Zoning	Office Supplies City Hall	2.56	159773	04/04/2023 1
Amazon Capital Services	Crime Control & Investigation	Office Supplies City Hall	1.53	159773	04/04/2023 1
Amazon Capital Services	Recording & Reporting	Office Supplies City Hall	2.56	159773	04/04/2023 1
Amazon Capital Services	Road & Bridge Equipment	Heavy Duty Ratchet Lever Load Binder w Grab Hooks	139.99	160040	04/25/2023 1
Amazon Capital Services	Lake Restoration	Office Supplies City Hall	1.02	159773	04/04/2023 1
Amazon Capital Services	Parking Lots	Office Supplies City Hall	1.02	159773	04/04/2023 1
		Total for Amazon Capital Services	465.73		
<u>American Pest Control</u>					
American Pest Control	SMEC Building	April 2023 Pest Control SMEC	56.00	159815	04/06/2023 1

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American Pest Control	Fire Fighting	April 2023 Pest Control Fire Dept	65.00	159815	04/06/2023 1
American Pest Control	Library	April 2023 Pest Control Library	56.00	159815	04/06/2023 1
American Pest Control	Airport	April 2023 Pest Control Airport	110.00	159888	04/12/2023 1
Total for American Pest Control			287.00		
<u>American Welding & Gas, Inc.</u>					
American Welding & Gas, Inc.	Central Garage	Acetylene, Argon, Grinding Wheels City Shop	632.17	159739	03/31/2023 1
Total for American Welding & Gas, Inc.			632.17		
<u>Anderson/Dakota Koehn</u>					
Anderson/Dakota Koehn	Non-departmental	Refund Check 018047-000, 1511 Falcon Dr #107	2.52	159766	04/03/2023 1
Anderson/Dakota Koehn	Non-departmental	Refund Check 018047-000, 1511 Falcon Dr #107	1.68	159766	04/03/2023 1
Anderson/Dakota Koehn	Non-departmental	Refund Check 018047-000, 1511 Falcon Dr #107	0.25	159766	04/03/2023 1
Anderson/Dakota Koehn	Non-departmental	Refund Check 018047-000, 1511 Falcon Dr #107	2.53	159766	04/03/2023 1
Total for Anderson/Dakota Koehn			6.98		
<u>Aramark Uniform Services</u>					
Aramark Uniform Services	Parks	Cleaning Supplies Park Dept	36.08	159740	03/31/2023 1
Aramark Uniform Services	Parks	Cleaning Supplies Park Dept	36.07	159740	03/31/2023 1
Aramark Uniform Services	Parks	Cleaning Supplies Park Dept	36.07	159816	04/06/2023 1
Aramark Uniform Services	Parks	Cleaning Supplies Park Dept	36.08	159976	04/17/2023 1
Aramark Uniform Services	Central Garage	Launder Uniforms for Mechanics	43.26	159976	04/17/2023 1
Aramark Uniform Services	Central Garage	Launder Uniforms for Mechanics	44.68	159740	03/31/2023 1
Aramark Uniform Services	Central Garage	Launder Uniforms for Mechanics	44.68	159740	03/31/2023 1
Aramark Uniform Services	Central Garage	Launder Uniforms for Mechanics	43.68	159816	04/06/2023 1
Aramark Uniform Services	Paved Streets	Cleaning Supplies Street Dept	36.07	159976	04/17/2023 1
Aramark Uniform Services	Paved Streets	Cleaning Supplies Park Dept	36.08	159816	04/06/2023 1
Aramark Uniform Services	Paved Streets	Cleaning Supplies Street Dept	36.07	159740	03/31/2023 1
Aramark Uniform Services	Paved Streets	Cleaning Supplies Street Dept	36.08	159740	03/31/2023 1
Total for Aramark Uniform Services			464.90		
<u>Arnold Motor Supply</u>					
Arnold Motor Supply	Paved Streets	Master Set 13PC SAE City Shop	299.98	160019	04/18/2023 1
Arnold Motor Supply	Paved Streets	Master Set 16PC Metric City Shop	164.99	160019	04/18/2023 1
Total for Arnold Motor Supply			464.97		
<u>Ascent Aviation Group, Inc.</u>					
Ascent Aviation Group, Inc.	Airport	7499 Gross Gallons Jet-A with Additive	25,354.31	159741	03/31/2023 1
Total for Ascent Aviation Group, Inc.			25,354.31		
<u>Atlantic Coca-Cola Bottling Company</u>					
Atlantic Coca-Cola Bottling Company	Liquor - Mdse for Resale	Pop/Mix	59.12	159794	04/04/2023 1
Atlantic Coca-Cola Bottling Company	Liquor - Mdse for Resale	Pop/Mix	95.28	159794	04/04/2023 1
Total for Atlantic Coca-Cola Bottling Company			154.40		
<u>Baarts</u>					
Baarts	Mayor & Council	Meetings 02/10, 02/11, 03/22 & 03/28 per Diem	140.00	159889	04/12/2023 1
Total for Baarts			140.00		
<u>Bauer Built Tire</u>					
Bauer Built Tire	Storm Sewer Mnt	17.5 Tire #122	258.63	159742	03/31/2023 1

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Total for Bauer Built Tire			258.63		
<u>Becker, Scott</u>					
Becker, Scott	Parks	Reimbursement for Safety Glasses	362.13	159890	04/12/2023 1
Total for Becker, Scott			362.13		
<u>Bellboy Corporation</u>					
Bellboy Corporation	Liquor Store	Supplies Liquor Store	21.00	159795	04/04/2023 1
Bellboy Corporation	Liquor - Mdse for Resale	Misc Merchandise for Resale Liquor Store	374.57	159795	04/04/2023 1
Bellboy Corporation	Liquor - Mdse for Resale	Freight	55.00	159795	04/04/2023 1
Bellboy Corporation	Liquor - Mdse for Resale	Freight	9.49	159795	04/04/2023 1
Bellboy Corporation	Liquor - Mdse for Resale	Freight	2.00	159795	04/04/2023 1
Bellboy Corporation	Liquor - Mdse for Resale	Liquor	3,222.30	159795	04/04/2023 1
Bellboy Corporation	Liquor - Mdse for Resale	Pop/Mix	46.00	159795	04/04/2023 1
Bellboy Corporation	Liquor - Mdse for Resale	Wine	104.00	159795	04/04/2023 1
Total for Bellboy Corporation			3,834.36		
<u>Bergankdv</u>					
Bergankdv	Liquor Store	Interrim Billing Audit Ending Dec 31,2022	7,500.00	159817	04/06/2023 1
Bergankdv	Other General Gov't	Interrim Billing Audit Ending Dec 31,2022	8,750.00	159817	04/06/2023 1
Total for Bergankdv			16,250.00		
<u>Berhow</u>					
Berhow	Parks	Reimbursement for Safety Toe Boots	225.00	159774	04/04/2023 1
Total for Berhow			225.00		
<u>Bettin Trucking, Inc.</u>					
Bettin Trucking, Inc.	Paved Streets	Gravel	660.33	159743	03/31/2023 1
Total for Bettin Trucking, Inc.			660.33		
<u>Bevcomm Inc</u>					
Bevcomm Inc	Data Processing	Microsoft 365 Apps (Office 365 G1, Office 365 G3, Visio Plan 2)	3,030.90	159775	04/04/2023 1
Bevcomm Inc	Data Processing	Computer Related Contracted Services March 2023	6,386.25	159775	04/04/2023 1
Bevcomm Inc	Data Processing	Fusion Enterprise April 2023	39.95	159775	04/04/2023 1
Bevcomm Inc	Data Processing	WG AuthPoint Security Tokens	428.34	159775	04/04/2023 1
Total for Bevcomm Inc			9,885.44		
<u>Blint</u>					
Blint	Non-departmental	Refund Check 018528-000, 620 Summit Dr #201	0.30	159768	04/03/2023 1
Blint	Non-departmental	Refund Check 018528-000, 620 Summit Dr #201	2.97	159768	04/03/2023 1
Blint	Non-departmental	Refund Check 018528-000, 620 Summit Dr #201	2.98	159768	04/03/2023 1
Blint	Non-departmental	Refund Check 018528-000, 620 Summit Dr #201	1.98	159768	04/03/2023 1
Total for Blint			8.23		
<u>Boekett Building Supply</u>					
Boekett Building Supply	Parks	Plywood Shop Materials Park Dept	119.48	159744	03/31/2023 1
Boekett Building Supply	Parks	Cabinet Screws Park Dept	17.98	160020	04/18/2023 1
Boekett Building Supply	Parks	Slyvania Park Concessions Repairs	54.61	160020	04/18/2023 1
Total for Boekett Building Supply			192.07		
<u>Bolton & Menk, Inc.</u>					
Bolton & Menk, Inc.	Parks	Gomsrud Park Revonations Phase 1	6,591.00	159776	04/04/2023 1

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Bolton & Menk, Inc.	Engineering	General Engineering 02/04 to 03/03/2023	1,330.00	159776	04/04/2023 1
Bolton & Menk, Inc.	Paved Streets	Memorial Bridge 02/04 to 03/03/2023	100.50	159776	04/04/2023 1
Bolton & Menk, Inc.	Paved Streets	Improvement Program 02/04 to 03/03/2023	2,111.50	159776	04/04/2023 1
		Total for Bolton & Menk, Inc.	10,133.00		
<u>Breakthru Beverage MN Wine & Spirits</u>					
Breakthru Beverage MN Wine & Spirits, LLC	Liquor - Mdse for Resale	Pop/Mix	168.00	160006	04/18/2023 1
Breakthru Beverage MN Wine & Spirits, LLC	Liquor - Mdse for Resale	Freight	-0.31	160006	04/18/2023 1
Breakthru Beverage MN Wine & Spirits, LLC	Liquor - Mdse for Resale	Freight	5.55	160006	04/18/2023 1
Breakthru Beverage MN Wine & Spirits, LLC	Liquor - Mdse for Resale	Liquor	-19.50	160006	04/18/2023 1
Breakthru Beverage MN Wine & Spirits, LLC	Liquor - Mdse for Resale	Freight	39.47	160006	04/18/2023 1
Breakthru Beverage MN Wine & Spirits, LLC	Liquor - Mdse for Resale	Freight	9.25	160006	04/18/2023 1
Breakthru Beverage MN Wine & Spirits, LLC	Liquor - Mdse for Resale	Wine	640.00	160006	04/18/2023 1
Breakthru Beverage MN Wine & Spirits, LLC	Liquor - Mdse for Resale	Liquor	2,785.35	160006	04/18/2023 1
Breakthru Beverage MN Wine & Spirits, LLC	Liquor - Mdse for Resale	Pop/Mix	132.61	160006	04/18/2023 1
Breakthru Beverage MN Wine & Spirits, LLC	Liquor - Mdse for Resale	Freight	5.55	160006	04/18/2023 1
Breakthru Beverage MN Wine & Spirits, LLC	Liquor - Mdse for Resale	Freight	18.50	160006	04/18/2023 1
Breakthru Beverage MN Wine & Spirits, LLC	Liquor - Mdse for Resale	Wine	-104.00	160006	04/18/2023 1
Breakthru Beverage MN Wine & Spirits, LLC	Liquor - Mdse for Resale	Wine	490.40	160006	04/18/2023 1
Breakthru Beverage MN Wine & Spirits, LLC	Liquor - Mdse for Resale	Wine	216.00	160006	04/18/2023 1
Breakthru Beverage MN Wine & Spirits, LLC	Liquor - Mdse for Resale	Freight	7.40	160006	04/18/2023 1
Breakthru Beverage MN Wine & Spirits, LLC	Liquor - Mdse for Resale	Liquor	1,802.29	160006	04/18/2023 1
Breakthru Beverage MN Wine & Spirits, LLC	Liquor - Mdse for Resale	Freight	62.90	160006	04/18/2023 1
Breakthru Beverage MN Wine & Spirits, LLC	Liquor - Mdse for Resale	Freight	-1.85	160006	04/18/2023 1
Breakthru Beverage MN Wine & Spirits, LLC	Liquor - Mdse for Resale	Pop/Mix	196.30	159796	04/04/2023 1
Breakthru Beverage MN Wine & Spirits, LLC	Liquor - Mdse for Resale	Freight	283.37	159796	04/04/2023 1
Breakthru Beverage MN Wine & Spirits, LLC	Liquor - Mdse for Resale	Liquor	15,744.06	159796	04/04/2023 1
Breakthru Beverage MN Wine & Spirits, LLC	Liquor - Mdse for Resale	Wine	477.48	159796	04/04/2023 1
		Total for Breakthru Beverage MN Wine & Spirits	22,958.82		
<u>Bush</u>					
Bush	Non-departmental	AR Refund	486.00	159891	04/12/2023 1
		Total for Bush	486.00		
<u>Capital One Trade Credit</u>					
Capital One Trade Credit	Central Garage	Hose Reel Wash Bay PWB	151.99	159892	04/12/2023 1
		Total for Capital One Trade Credit	151.99		
<u>Cardmember Services</u>					
Cardmember Services	Central Garage	Lined Jackets W Logo	119.46	159879	04/06/2023 1
Cardmember Services	City Manager	2023 LMC Annual Conference Reynolds	425.00	159879	04/06/2023 1
Cardmember Services	Paved Streets	Salt Symposium 2023 Lardy	160.00	159879	04/06/2023 1
Cardmember Services	Paved Streets	Water Filter Replacement Cartridge	54.28	159879	04/06/2023 1
Cardmember Services	Paved Streets	Lined Jackets W Logo	1,416.39	159879	04/06/2023 1
Cardmember Services	Paved Streets	Neutralizer for 300BTU 1/2 Park & 1/2 Street	74.08	159879	04/06/2023 1
Cardmember Services	Engineering	Lined Jackets W Logo	284.76	159879	04/06/2023 1
Cardmember Services	Mayor & Council	2023 Elected Leaders Institute Cancellation for Deb. Miler Class	7.13	159879	04/06/2023 1

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Cardmember Services	Airport	2023 MN Airport Conference 04/26 to 04/28/23 Alexandria,MN	225.00	159879	04/06/2023 1
Cardmember Services	Aquatic Park	Reams of Paper Aquatic Park	61.62	159879	04/06/2023 1
Cardmember Services	Crime Control & Investigation	Plaque With Lettering	85.80	159879	04/06/2023 1
Cardmember Services	Crime Control & Investigation	Fuel Squads Police Dept	77.83	159879	04/06/2023 1
Cardmember Services	Crime Control & Investigation	Office Supplies Police Dept	240.35	159879	04/06/2023 1
Cardmember Services	Crime Control & Investigation	Vehicle Repairs Police Dept	151.39	159879	04/06/2023 1
Cardmember Services	Parks	No Unauthorized Vehicles Dog Park Trail	61.76	159879	04/06/2023 1
Cardmember Services	Parks	Water Filter Replacement Cartridge	54.27	159879	04/06/2023 1
Cardmember Services	Parks	Neutralizer for 300BTU 1/2 Park & 1/2 Street	74.08	159879	04/06/2023 1
Cardmember Services	Parks	Lined Jackets W Logo	1,792.66	159879	04/06/2023 1
Cardmember Services	Planning & Zoning	Reams of Paper Permits	102.74	159879	04/06/2023 1
		Total for Cardmember Services	5,468.60		
Carlos Creek Winery					
Carlos Creek Winery	Liquor - Mdse for Resale	Wine	300.00	159797	04/04/2023 1
		Total for Carlos Creek Winery	300.00		
Carquest Auto Parts Stores					
Carquest Auto Parts Stores	General Government Buildings	AA-Batteries	122.29	160021	04/18/2023 1
Carquest Auto Parts Stores	Fire Fighting	Mega Fuse & Connectors Fire #10	9.21	159745	03/31/2023 1
Carquest Auto Parts Stores	Fire Fighting	12 Volt Relay Fire #2	30.00	159745	03/31/2023 1
Carquest Auto Parts Stores	Parks	Red Scuff Pad Park Dept	23.20	159893	04/12/2023 1
Carquest Auto Parts Stores	Parks	Wiper Blades #508	16.06	159893	04/12/2023 1
Carquest Auto Parts Stores	Parks	Brake Pads Park #508	33.14	159745	03/31/2023 1
Carquest Auto Parts Stores	Road & Bridge Equipment	Dimmer Switch Street #106	-4.91	159745	03/31/2023 1
Carquest Auto Parts Stores	Ice & Snow Removal	Hoses Street #100	35.08	159893	04/12/2023 1
Carquest Auto Parts Stores	Ice & Snow Removal	Quick Disconnect #102	-41.74	159893	04/12/2023 1
Carquest Auto Parts Stores	Ice & Snow Removal	Quick Disconnect & Hydraulic Fitting #102	359.96	159893	04/12/2023 1
Carquest Auto Parts Stores	Ice & Snow Removal	Quick Disconnect #102	41.74	159893	04/12/2023 1
Carquest Auto Parts Stores	Ice & Snow Removal	Quick Disconnect & Hydraulic Fitting #102	359.96	159893	04/12/2023 1
Carquest Auto Parts Stores	Ice & Snow Removal	Quick Disconnect Ice & Snow	47.54	159745	03/31/2023 1
Carquest Auto Parts Stores	Ice & Snow Removal	Quick Disconnect #102	41.74	159893	04/12/2023 1
Carquest Auto Parts Stores	Ice & Snow Removal	Quick Disconnect & Hydraulic Fitting #102	-359.96	159893	04/12/2023 1
Carquest Auto Parts Stores	Parks	Hydraulic Hose Park 819	111.35	160021	04/18/2023 1
Carquest Auto Parts Stores	Parks	Battery & Core Return #507	147.39	159745	03/31/2023 1
Carquest Auto Parts Stores	Road & Bridge Equipment	Hydraulic Hose Made #120	39.05	159977	04/17/2023 1
Carquest Auto Parts Stores	Road & Bridge Equipment	Hydraulic Hose Made Street #121	30.75	160021	04/18/2023 1
Carquest Auto Parts Stores	Road & Bridge Equipment	Hydraulic Hose Made #120	159.96	159893	04/12/2023 1
Carquest Auto Parts Stores	Garbage Collection	2 Grapple Hoses Made #121	120.70	159977	04/17/2023 1
Carquest Auto Parts Stores	Engineering	Battery, Battery Terminal Cleaner Engineering #731	152.07	159745	03/31/2023 1
Carquest Auto Parts Stores	Central Garage	Quick Disconnect Ice & Snow	215.64	159977	04/17/2023 1
		Total for Carquest Auto Parts Stores	1,690.22		
Central Farm Service					
Central Farm Service	Airport	Propane Airport	291.30	160022	04/18/2023 1
Central Farm Service	Airport	Propane Airport	931.27	160022	04/18/2023 1

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Total for Central Farm Service			1,222.57		
<u>Cintas Corporation</u>					
Cintas Corporation	Paved Streets	Fisrt Aid Supplies Refill Street Dept	52.87	159818	04/06/2023 1
Cintas Corporation	Paved Streets	First Aid Supplies Refill Street Dept	55.11	159978	04/17/2023 1
Cintas Corporation	Parks	Fisrt Aid Supplies Refill Park Dept	30.45	159818	04/06/2023 1
Cintas Corporation	Parks	First Aid Supplies Refill Park Dept	32.69	159978	04/17/2023 1
Cintas Corporation	Animal Control	Fisrt Aid Supplies Refill Eyewash in Tub Room Humane Society	55.11	159818	04/06/2023 1
Cintas Corporation	Animal Control	Fisrt Aid Supplies Expiration Dates Checked Humane Society	8.95	159818	04/06/2023 1
Cintas Corporation	Animal Control	First Aid Supplies Refill Humane Society	59.58	159978	04/17/2023 1
Total for Cintas Corporation			294.76		
<u>Community Education & Recreation</u>					
Community Education & Recreation	Aquatic Park	Full-page Ad in 2023 Spring/Summer Brochure	1,335.00	160041	04/25/2023 1
Total for Community Education & Recreation			1,335.00		
<u>Continental Research Corporation</u>					
Continental Research Corporation	Parks	Wypall X80 Cs Red 5/80 & Shipping	145.61	159777	04/04/2023 1
Continental Research Corporation	Paved Streets	Wypall X80 Cs Red 5/80 & Shipping	145.61	159777	04/04/2023 1
Continental Research Corporation	Paved Streets	Traffic Paint White & Yellow	1,182.25	159894	04/12/2023 1
Total for Continental Research Corporation			1,473.47		
<u>Cowing</u>					
Cowing	Engineering	MN DOT G & B Cert Class 04/05 to 04/07/2023	648.27	0	04/12/2023 1
Total for Cowing			648.27		
<u>Cress</u>					
Cress	Fire Fighting	Boat Inspection Oquawka, IL 03/31/2023	15.00	159895	04/12/2023 1
Cress	Fire Fighting	Fire School Austin, MN 03/25 to 03/26/2023 Hotel Rms for all 4	375.98	159895	04/12/2023 1
Cress	Fire Fighting	Boat Inspection Oquawka, IL 03/31/2023	60.00	159895	04/12/2023 1
Total for Cress			450.98		
<u>Cress Refrigeration</u>					
Cress Refrigeration	Liquor Store	High Limit Switch 135F, Supply Temp Sensor & V-Belt Liquor Store	467.95	159778	04/04/2023 1
Total for Cress Refrigeration			467.95		
<u>Crysteel Truck Equipment Inc</u>					
Crysteel Truck Equipment Inc	Fire Fighting	Bed Mat, Tailgate Mat, Receiver & Ball Fire Dept #10	179.00	159896	04/12/2023 1
Crysteel Truck Equipment Inc	Fire Fighting	Running Boards For 3500 Chevy Silverado Fire Dept	495.00	159896	04/12/2023 1
Crysteel Truck Equipment Inc	Fire Fighting	2020 Chev/GM 19 RAM TO Current Rack, Bracket, Hardware Kit	2,070.00	159979	04/17/2023 1
Crysteel Truck Equipment Inc	Ice & Snow Removal	Cylinder, 3x8DA Ice & Snow	-918.32	159979	04/17/2023 1
Crysteel Truck Equipment Inc	Ice & Snow Removal	Pivot Pins #132 Plow	83.00	159724	03/30/2023 1
Crysteel Truck Equipment Inc	Ice & Snow Removal	Bracket Wldmt, Hangar Wldmt & Cylinder #100	1,358.24	159724	03/30/2023 1
Crysteel Truck Equipment Inc	Ice & Snow Removal	Pin Attachment Ice & Snow #100	42.43	159724	03/30/2023 1
Crysteel Truck Equipment Inc	Ice & Snow Removal	RND, MS, 1.563DIAx72.000 CF1018	279.71	159979	04/17/2023 1
Total for Crysteel Truck Equipment Inc			3,589.06		
<u>Culligan Water of Fairmont</u>					
Culligan Water of Fairmont	Fire Fighting	Cases of Water, Cooler Rental Fire Dept	30.80	159897	04/12/2023 1
Total for Culligan Water of Fairmont			30.80		
<u>Dahlheimer Beverage</u>					

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Dahlheimer Beverage	Liquor - Mdse for Resale	Beer	62.40	160007	04/18/2023 1
Dahlheimer Beverage	Liquor - Mdse for Resale	Beer	33.80	160007	04/18/2023 1
Dahlheimer Beverage	Liquor - Mdse for Resale	Beer	212.00	160007	04/18/2023 1
Dahlheimer Beverage	Liquor - Mdse for Resale	Beer	-109.70	160007	04/18/2023 1
Dahlheimer Beverage	Liquor - Mdse for Resale	Beer	768.00	160007	04/18/2023 1
Dahlheimer Beverage	Liquor - Mdse for Resale	Beer	17,764.10	160007	04/18/2023 1
Dahlheimer Beverage	Liquor - Mdse for Resale	Liquor	972.50	160007	04/18/2023 1
Dahlheimer Beverage	Liquor - Mdse for Resale	Beer	219.20	160007	04/18/2023 1
Dahlheimer Beverage	Liquor - Mdse for Resale	Pop/Mix	23.85	160007	04/18/2023 1
Dahlheimer Beverage	Liquor - Mdse for Resale	Liquor	550.00	160007	04/18/2023 1
Dahlheimer Beverage	Liquor - Mdse for Resale	Beer	15,003.10	160007	04/18/2023 1
Dahlheimer Beverage	Liquor - Mdse for Resale	Beer	-76.78	160007	04/18/2023 1
Dahlheimer Beverage	Liquor - Mdse for Resale	Liquor	1,573.05	159798	04/04/2023 1
Dahlheimer Beverage	Liquor - Mdse for Resale	Beer	25,990.06	159798	04/04/2023 1
Dahlheimer Beverage	Liquor - Mdse for Resale	Pop/Mix	166.25	159798	04/04/2023 1
		Total for Dahlheimer Beverage	63,151.83		
<u>Day Plumbing Heating & Cooling, Inc.</u>					
Day Plumbing Heating & Cooling, Inc.	Parks	Restroom Repair Parts Park Dept	179.00	160023	04/18/2023 1
Day Plumbing Heating & Cooling, Inc.	Parks	Restroom Repairs "Old" Park Shop	13.07	159898	04/12/2023 1
		Total for Day Plumbing Heating & Cooling, Inc.	192.07		
<u>Diamond Vogel Paints</u>					
Diamond Vogel Paints	Paved Streets	Traffic Paint White & Yellow	13,505.45	160042	04/25/2023 1
		Total for Diamond Vogel Paints	13,505.45		
<u>Duderstadt, Jr.</u>					
Duderstadt, Jr.	Mayor & Council	City Council Meetings March 2023	112.50	159746	03/31/2023 1
		Total for Duderstadt, Jr.	112.50		
<u>Dulcimer Medical Center</u>					
Dulcimer Medical Center	Paved Streets	DOT drug testing- street	29.00	159868	04/06/2023 1
Dulcimer Medical Center	Central Garage	DOT drug testing- shop	29.00	159868	04/06/2023 1
Dulcimer Medical Center	Crime Control & Investigation	New Officer Physical Jobe	692.79	159899	04/12/2023 1
		Total for Dulcimer Medical Center	750.79		
<u>Equifax Information Services, LLC</u>					
Equifax Information Services, LLC	General Government Buildings	Minimum Charge & Invoice Fee April 2023	38.00	159779	04/04/2023 1
		Total for Equifax Information Services, LLC	38.00		
<u>Equipment Development Company, Inc</u>					
Equipment Development Company, Inc	Paved Streets	20" Self Propelled 20 HP Saw	10,977.02	159725	03/30/2023 1
		Total for Equipment Development Company, Inc	10,977.02		
<u>Erickson Engineering</u>					
Erickson Engineering	Paved Streets	Memorial Park Drive Bridge March 2023 Services	2,229.00	159980	04/17/2023 1
		Total for Erickson Engineering	2,229.00		
<u>Estherville Police Dept</u>					
Estherville Police Dept	Fiscal Sponsor	Annual Firing Range Fee/Maint & Repairs HEAT Team 2023	200.00	159819	04/06/2023 1
Estherville Police Dept	Fiscal Sponsor	Verizon Throw Phones 12 Months HEAT Team 2023	840.00	159819	04/06/2023 1

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Total for Estherville Police Dept			1,040.00		
<u>Fair Manufacturing, Inc.</u>					
Fair Manufacturing, Inc.	Paved Streets	Snow Body Insert for Single Axle Truck, Optional Green Paint	15,370.00	159981	04/17/2023 1
Total for Fair Manufacturing, Inc.			15,370.00		
<u>Fairmont Awards Manufacturing, Inc.</u>					
Fairmont Awards Manufacturing, Inc.	Mayor & Council	Engraving on Plates for Years of Service Board	22.00	159747	03/31/2023 1
Total for Fairmont Awards Manufacturing, Inc.			22.00		
<u>Fairmont Chamber of Commerce</u>					
Fairmont Chamber of Commerce	Airport	2023 ACE Booth Reservation-Airport	25.00	159726	03/30/2023 1
Fairmont Chamber of Commerce	Crime Control & Investigation	2023 ACE Booth Reservation-Police Dept	25.00	159726	03/30/2023 1
Total for Fairmont Chamber of Commerce			50.00		
<u>Fairmont Ford</u>					
Fairmont Ford	Crime Control & Investigation	New Police Squad Disable Door Chime	190.74	159900	04/12/2023 1
Fairmont Ford	Crime Control & Investigation	Squad #1 Driver's Window Not Going Up All The Way	102.71	159900	04/12/2023 1
Total for Fairmont Ford			293.45		
<u>Fairmont Glass</u>					
Fairmont Glass	Liquor Store	Serviced insde Slider on Glass Door 03/08/2023 Liquor Store	42.38	159799	04/04/2023 1
Total for Fairmont Glass			42.38		
<u>Fairmont Rotary Club</u>					
Fairmont Rotary Club	City Manager	April to June 2023 Quarterly Dues Reynolds	135.74	159901	04/12/2023 1
Fairmont Rotary Club	Economic Development	April to June 2023 Quarterly Dues Koppen	135.74	159901	04/12/2023 1
Total for Fairmont Rotary Club			271.48		
<u>Fairmont Sentinel</u>					
Fairmont Sentinel	Paved Streets	Advertisement for Bids 2023 Overlay Projects 2023-A Improvement	319.50	159982	04/17/2023 1
Fairmont Sentinel	Paved Streets	Ad for Bids 2023 Seal Coat Projects 2023-B	292.89	159748	03/31/2023 1
Fairmont Sentinel	Planning & Zoning	John Lund Conditional Use Permit Water Oriented Structure	86.63	159748	03/31/2023 1
Total for Fairmont Sentinel			699.02		
<u>Fairmont Summer Band</u>					
Fairmont Summer Band	Other General Gov't	Donation to the Fairmont Summer Band	2,500.00	159983	04/17/2023 1
Total for Fairmont Summer Band			2,500.00		
<u>Fairmont True Value</u>					
Fairmont True Value	Parks	Sockets, Sand Paper, Hack Saw Blades Park Dept	35.24	159749	03/31/2023 1
Fairmont True Value	Parks	XO Rust White Paint Park Dept	101.96	159749	03/31/2023 1
Fairmont True Value	Parks	Sandpaper, Wool Pads & Wash Hose	29.77	159780	04/04/2023 1
Fairmont True Value	Parks	Silicone & Paint Park Dept SCH012	212.41	159902	04/12/2023 1
Fairmont True Value	Parks	Box of Screws & Cord Park Dept	23.48	159984	04/17/2023 1
Total for Fairmont True Value			402.86		
<u>Families First</u>					
Families First	Non-departmental	AR Refund	50.00	159903	04/12/2023 1
Total for Families First			50.00		
<u>Fastenal Company</u>					
Fastenal Company	Road & Bridge Equipment	21" Rubber Straps	28.18	160024	04/18/2023 1
Fastenal Company	Parks	3/4" CupHook Park Dept	66.00	159750	03/31/2023 1

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Fastenal Company	Central Garage	Equipment Parts City Shop	104.19	159904	04/12/2023 1
Fastenal Company	Fire Fighting	Batteries Fire Dept	148.84	159820	04/06/2023 1
		Total for Fastenal Company	347.21		
<u>Federated Rural Electric Association</u>					
Federated Rural Electric Association	Airport	Electric utilities 02/28 to 03/31/2023 Airport MALS/RAILS	67.57	159905	04/12/2023 1
		Total for Federated Rural Electric Association	67.57		
<u>Flaherty & Hood P.A.</u>					
Flaherty & Hood P.A.	Other General Gov't	Labor & Employment Consultation Services March 2023	181.25	159906	04/12/2023 1
Flaherty & Hood P.A.	Other General Gov't	General Municipal Matters, Litigation Matters March 2023	8,571.88	159906	04/12/2023 1
		Total for Flaherty & Hood P.A.	8,753.13		
<u>Fleet & Farm Supply</u>					
Fleet & Farm Supply	Parks	Shop Supplies Park Dept	33.98	159821	04/06/2023 1
Fleet & Farm Supply	Parks	2 Gallons Mineral Spirits, 1 Can Wood Filler Park Dept	46.97	159821	04/06/2023 1
Fleet & Farm Supply	Aquatic Park	Pool Cable Repair & Pool Bldg Repairs	72.26	159821	04/06/2023 1
Fleet & Farm Supply	SMEC Building	Bldg & Maint Repairs SMEC	24.35	159821	04/06/2023 1
Fleet & Farm Supply	Airport	Car Wash, Wash Brush & Fuses Airport	40.96	159821	04/06/2023 1
Fleet & Farm Supply	Airport	Airport Boiler Repair	11.98	159821	04/06/2023 1
Fleet & Farm Supply	Fire Fighting	Screwdriver #4 x 8 PH Fire Dept	11.99	159821	04/06/2023 1
Fleet & Farm Supply	Fire Fighting	Hinges Fire Truck #8	39.98	159821	04/06/2023 1
Fleet & Farm Supply	Central Garage	PWB Washbay Repairs	7.56	159821	04/06/2023 1
Fleet & Farm Supply	Paved Streets	Mailbox, Poly Sprayer, Tarps & Straps Street Dept	78.84	159821	04/06/2023 1
Fleet & Farm Supply	Garbage Collection	Paint & Brushes Garbage Can Lids	59.75	159821	04/06/2023 1
		Total for Fleet & Farm Supply	428.62		
<u>Frontier Communications</u>					
Frontier Communications	Airport	April 2023 Telephone Airport Fire/Crash Bldg	46.40	159907	04/12/2023 1
Frontier Communications	Animal Control	April 2023 Telephone Humane Society	180.49	159907	04/12/2023 1
		Total for Frontier Communications	226.89		
<u>Frontier Precision, Inc.</u>					
Frontier Precision, Inc.	Engineering	Trimble R10/R12 Accessory-Rechargeable Battery, Power Supply, Co	751.50	159985	04/17/2023 1
		Total for Frontier Precision, Inc.	751.50		
<u>Gemini Studios</u>					
Gemini Studios	Local Access	Operation of Audio & Video Broadcast Equipment April 2023	450.00	159781	04/04/2023 1
Gemini Studios	Local Access	Loacal Access Channel & Boxcast Membership April 2023	600.00	159781	04/04/2023 1
Gemini Studios	Local Access	3 Hr Work Session 03/21/2023	315.00	159822	04/06/2023 1
		Total for Gemini Studios	1,365.00		
<u>Gillette Pepsi Companies Inc.</u>					
Gillette Pepsi Companies Inc.	Liquor - Mdse for Resale	Pop/Mix	227.80	159800	04/04/2023 1
Gillette Pepsi Companies Inc.	Liquor - Mdse for Resale	Pop/Mix	354.25	159800	04/04/2023 1
Gillette Pepsi Companies Inc.	Liquor - Mdse for Resale	Freight	30.00	159800	04/04/2023 1
		Total for Gillette Pepsi Companies Inc.	612.05		
<u>GMS Industrial Supplies, Inc.</u>					
GMS Industrial Supplies, Inc.	Central Garage	Shop Supplies	49.31	160025	04/18/2023 1
GMS Industrial Supplies, Inc.	Central Garage	Shop Supplies	122.04	160025	04/18/2023 1

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Total for GMS Industrial Supplies, Inc.			171.35		
<u>Guerra-Mayora</u>					
Guerra-Mayora	Non-departmental	Refund Check 018146-000, 425 E 11th St	0.13	159769	04/03/2023 1
Guerra-Mayora	Non-departmental	Refund Check 018146-000, 425 E 11th St	0.02	159769	04/03/2023 1
Guerra-Mayora	Non-departmental	Refund Check 018146-000, 425 E 11th St	0.52	159769	04/03/2023 1
Guerra-Mayora	Non-departmental	Refund Check 018146-000, 425 E 11th St	0.20	159769	04/03/2023 1
Guerra-Mayora	Non-departmental	Refund Check 018146-000, 425 E 11th St	0.19	159769	04/03/2023 1
Total for Guerra-Mayora			1.06		
<u>Hartwig</u>					
Hartwig	Fire Fighting	Fire School Austin, MN 03/25 to 03/26/2023	41.00	0	04/12/2023 1
Total for Hartwig			41.00		
<u>Hawk Alarm Systems, Inc</u>					
Hawk Alarm Systems, Inc	Paved Streets	Fire Alarm Test & Inspection 801 E Margaret St	240.00	159727	03/30/2023 1
Hawk Alarm Systems, Inc	Paved Streets	Alarm Central Station Montioring Svs-Comm Fire 03/23 to 02/29/24	156.00	159727	03/30/2023 1
Hawk Alarm Systems, Inc	Parks	Alarm Central Station Montioring Svs-Comm Fire 03/23 to 02/29/24	156.00	159727	03/30/2023 1
Hawk Alarm Systems, Inc	Parks	Fire Alarm Test & Inspection 801 E Margaret St	240.00	159727	03/30/2023 1
Total for Hawk Alarm Systems, Inc			792.00		
<u>Hefty Seed Company</u>					
Hefty Seed Company	Parks	Northland Sun & Shade Grass Seed	299.25	159986	04/17/2023 1
Hefty Seed Company	Parks	2-25lb Grass Seed	199.50	160026	04/18/2023 1
Total for Hefty Seed Company			498.75		
<u>Hoffman Filter Service, LLC</u>					
Hoffman Filter Service, LLC	Central Garage	Used Absorbants City Shop	180.00	159751	03/31/2023 1
Total for Hoffman Filter Service, LLC			180.00		
<u>Hohenstein's Inc.</u>					
Hohenstein's Inc.	Liquor - Mdse for Resale	Pop/Mix	84.85	159801	04/04/2023 1
Hohenstein's Inc.	Liquor - Mdse for Resale	Beer	511.50	159801	04/04/2023 1
Total for Hohenstein's Inc.			596.35		
<u>Home City Ice Co.</u>					
Home City Ice Co.	Liquor - Mdse for Resale	ICE	147.15	159802	04/04/2023 1
Total for Home City Ice Co.			147.15		
<u>Hometown Sanitation Services, LLC</u>					
Hometown Sanitation Services, LLC	Liquor Store	April 2023 Cardboard Pickup Liquor Store	87.99	159823	04/06/2023 1
Hometown Sanitation Services, LLC	SMEC Building	April 2023 Refuse Removal SMEC	142.00	159782	04/04/2023 1
Total for Hometown Sanitation Services, LLC			229.99		
<u>Humana</u>					
Humana	Health Insurance	Life Insurance Premiums March 2023	244.62	0	04/13/2023 1
Total for Humana			244.62		
<u>Hunter</u>					
Hunter	Police Administration	2023 Chief of Police Conference 04/11 to 04/14/2023 Duluth, MN	110.00	0	04/18/2023 1
Total for Hunter			110.00		
<u>Illinois Mutual Life Insurance Co</u>					
Illinois Mutual Life Insurance Co	Police Administration	12 Months Disability Insurance 2023 Hunter	2,273.15	159824	04/06/2023 1

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Total for Illinois Mutual Life Insurance Co			2,273.15		
<u>Indian Island Winery LLC</u>					
Indian Island Winery LLC	Liquor - Mdse for Resale	Wine	723.36	160008	04/18/2023 1
Total for Indian Island Winery LLC			723.36		
<u>Innovative Credit Solutions</u>					
Innovative Credit Solutions	Police Administration	Credit Reports	68.00	159783	04/04/2023 1
Total for Innovative Credit Solutions			68.00		
<u>International Code Council</u>					
International Code Council	Building Inspection	Annual Membership Member#200551	145.00	159987	04/17/2023 1
Total for International Code Council			145.00		
<u>J. H. Larson</u>					
J. H. Larson	Fire Fighting	20A 2P 3W 125V Female Connectors Fire Dept	-94.60	159752	03/31/2023 1
J. H. Larson	Fire Fighting	20A 2P 3W 125V Female Connectors Fire Dept	94.60	159752	03/31/2023 1
J. H. Larson	Fire Fighting	20A 2P 3W 125V Female Connectors Fire Dept	45.50	159752	03/31/2023 1
J. H. Larson	Parks	Line Voltage 360D PIR Occ Sensor Ceiling Mounted Standard Range	203.24	160027	04/18/2023 1
J. H. Larson	Parks	toggle switch handy box cover	0.71	159861	04/06/2023 1
Total for J. H. Larson			249.45		
<u>Jackson County Sheriff's Office</u>					
Jackson County Sheriff's Office	Fiscal Sponsor	HEAT Team Fuel 03/16/2023	68.46	159825	04/06/2023 1
Total for Jackson County Sheriff's Office			68.46		
<u>Johnson Brothers Liquor Company</u>					
Johnson Brothers Liquor Company	Liquor - Mdse for Resale	Freight	3.50	160009	04/18/2023 1
Johnson Brothers Liquor Company	Liquor - Mdse for Resale	Wine	2,623.14	160009	04/18/2023 1
Johnson Brothers Liquor Company	Liquor - Mdse for Resale	Liquor	7,675.77	160009	04/18/2023 1
Johnson Brothers Liquor Company	Liquor - Mdse for Resale	Freight	105.60	160009	04/18/2023 1
Johnson Brothers Liquor Company	Liquor - Mdse for Resale	Wine	132.64	160009	04/18/2023 1
Johnson Brothers Liquor Company	Liquor - Mdse for Resale	Freight	84.15	160009	04/18/2023 1
Johnson Brothers Liquor Company	Liquor - Mdse for Resale	Pop/Mix	37.00	160009	04/18/2023 1
Johnson Brothers Liquor Company	Liquor - Mdse for Resale	Wine	2,327.97	160009	04/18/2023 1
Johnson Brothers Liquor Company	Liquor - Mdse for Resale	Freight	158.40	160009	04/18/2023 1
Johnson Brothers Liquor Company	Liquor - Mdse for Resale	Freight	99.34	160009	04/18/2023 1
Johnson Brothers Liquor Company	Liquor - Mdse for Resale	Liquor	-11.29	160009	04/18/2023 1
Johnson Brothers Liquor Company	Liquor - Mdse for Resale	Pop/Mix	-6.67	160009	04/18/2023 1
Johnson Brothers Liquor Company	Liquor - Mdse for Resale	Freight	1.98	160009	04/18/2023 1
Johnson Brothers Liquor Company	Liquor - Mdse for Resale	Liquor	7,173.24	160009	04/18/2023 1
Johnson Brothers Liquor Company	Liquor - Mdse for Resale	Freight	165.93	159803	04/04/2023 1
Johnson Brothers Liquor Company	Liquor - Mdse for Resale	Freight	75.24	159803	04/04/2023 1
Johnson Brothers Liquor Company	Liquor - Mdse for Resale	Freight	3.96	159803	04/04/2023 1
Johnson Brothers Liquor Company	Liquor - Mdse for Resale	Freight	113.20	159803	04/04/2023 1
Johnson Brothers Liquor Company	Liquor - Mdse for Resale	Freight	3.96	159803	04/04/2023 1
Johnson Brothers Liquor Company	Liquor - Mdse for Resale	Wine	4,743.73	159803	04/04/2023 1
Johnson Brothers Liquor Company	Liquor - Mdse for Resale	Wine	2,293.16	159803	04/04/2023 1
Johnson Brothers Liquor Company	Liquor - Mdse for Resale	Pop/Mix	93.95	159803	04/04/2023 1

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Johnson Brothers Liquor Company	Liquor - Mdse for Resale	Liquor	5,402.38	159803	04/04/2023 1
Johnson Brothers Liquor Company	Liquor - Mdse for Resale	Freight	160.89	159803	04/04/2023 1
Johnson Brothers Liquor Company	Liquor - Mdse for Resale	Freight	85.14	159803	04/04/2023 1
Johnson Brothers Liquor Company	Liquor - Mdse for Resale	Wine	2,393.65	159803	04/04/2023 1
Johnson Brothers Liquor Company	Liquor - Mdse for Resale	Liquor	5,458.90	159803	04/04/2023 1
Johnson Brothers Liquor Company	Liquor - Mdse for Resale	Liquor	8,684.86	159803	04/04/2023 1
Johnson Brothers Liquor Company	Liquor - Mdse for Resale	Freight	89.10	159803	04/04/2023 1
Johnson Brothers Liquor Company	Liquor - Mdse for Resale	Pop/Mix	83.95	159803	04/04/2023 1
		Total for Johnson Brothers Liquor Company	50,256.77		
Jones					
Jones	Non-departmental	Overlap of Coverage Colonial Benefit	76.02	159728	03/30/2023 1
		Total for Jones	76.02		
KKOJ/KUXX					
KKOJ/KUXX	Liquor Store	Advertising Liquor Store	72.00	159804	04/04/2023 1
		Total for KKOJ/KUXX	72.00		
Koppen					
Koppen	Economic Development	April 2023 Cell Phone Reimbursement	46.44	0	04/04/2023 1
		Total for Koppen	46.44		
League Of Mn Cities Ins Trust					
League Of Mn Cities Ins Trust	Property/Liability Insurance	LMC CA 000000269245 Insurance Claim 02/28/2023	1,746.72	159729	03/30/2023 1
		Total for League Of Mn Cities Ins Trust	1,746.72		
Lexis Nexis Risk Data Management, LL					
Lexis Nexis Risk Data Management, LLC	Other General Gov't	March 2023 Subscription Fee	106.09	159908	04/12/2023 1
		Total for Lexis Nexis Risk Data Management, LL	106.09		
Lily Creek Home Inspection, LLC					
Lily Creek Home Inspection, LLC	Building Inspection	Rental Inspections Feb 6 to April 5,2023	320.00	159826	04/06/2023 1
		Total for Lily Creek Home Inspection, LLC	320.00		
Little Falls Machine, Inc.					
Little Falls Machine, Inc.	Road & Bridge Equipment	Heel Cylinder Complete #128	1,928.54	159730	03/30/2023 1
		Total for Little Falls Machine, Inc.	1,928.54		
MacQueen Equipment LLC					
MacQueen Equipment LLC	Storm Sewer Mnt	Credit Street Sweeper Parts	-1,053.33	159988	04/17/2023 1
MacQueen Equipment LLC	Storm Sewer Mnt	Brush, Brush Box, Boring, Pin Street Sweeper #122	3,139.37	159988	04/17/2023 1
		Total for MacQueen Equipment LLC	2,086.04		
Magallanes					
Magallanes	Non-departmental	Refund Check 018453-001, 927 Budd Street	0.73	159765	03/31/2023 1
Magallanes	Non-departmental	Refund Check 018453-001, 927 Budd Street	2.91	159765	03/31/2023 1
Magallanes	Non-departmental	Refund Check 018453-001, 927 Budd Street	0.48	159765	03/31/2023 1
Magallanes	Non-departmental	Refund Check 018453-001, 927 Budd Street	0.73	159765	03/31/2023 1
Magallanes	Non-departmental	Refund Check 018453-001, 927 Budd Street	0.12	159765	03/31/2023 1
		Total for Magallanes	4.97		
Mankato/Fairmont Fire & Safety					
Mankato/Fairmont Fire & Safety	Parks	Fire Extinguisher Inspection/Service Call Street/Park Dept	108.00	159753	03/31/2023 1

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Mankato/Fairmont Fire & Safety	Paved Streets	Fire Extinguisher Inspection/Service Call Street/Park Dept	108.00	159753	03/31/2023 1
Total for Mankato/Fairmont Fire & Safety			216.00		
<u>Marco Technologies, LLC</u>					
Marco Technologies, LLC	Building Inspection	Contract Base Rate 04/02 to 05/01/23 Usage 03/02 to 04/01/23	10.83	159827	04/06/2023 1
Marco Technologies, LLC	Data Processing	Contract Base Rate 04/02 to 05/01/23 Usage 03/02 to 04/01/23	6.50	159827	04/06/2023 1
Marco Technologies, LLC	Airport	Contract Base Rate 04/02 to 05/01/23 Usage 03/02 to 04/01/23	4.33	159827	04/06/2023 1
Marco Technologies, LLC	Liquor Store	Contract Base Rate 04/02 to 05/01/23 Usage 03/02 to 04/01/23	4.33	159827	04/06/2023 1
Marco Technologies, LLC	Liquor Store	Printer Contract Base Rate 04/14 to 05/13/2023 Liquor Store	13.93	160043	04/25/2023 1
Marco Technologies, LLC	Engineering	Contract Base Rate 04/02 to 05/01/23 Usage 03/02 to 04/01/23	32.50	159827	04/06/2023 1
Marco Technologies, LLC	Engineering	Printer Contract Base Rate 04/14 to 05/13/2023 Engineering	13.95	160043	04/25/2023 1
Marco Technologies, LLC	Garbage Collection	City Wide Cleanup Coupons Color Copies	309.93	159827	04/06/2023 1
Marco Technologies, LLC	Paved Streets	Contract Base Rate 04/02 to 05/01/23 Usage 03/02 to 04/01/23	4.33	159827	04/06/2023 1
Marco Technologies, LLC	Paved Streets	Printer Contract Base Rate 04/14 to 05/13/2023 Street Dept	13.93	160043	04/25/2023 1
Marco Technologies, LLC	City Manager	Contract Base Rate 04/02 to 05/01/23 Usage 03/02 to 04/01/23	6.50	159827	04/06/2023 1
Marco Technologies, LLC	Economic Development	Contract Base Rate 04/02 to 05/01/23 Usage 03/02 to 04/01/23	21.66	159827	04/06/2023 1
Marco Technologies, LLC	City Manager	Printer Contract Base Rate 04/14 to 05/13/2023 City Admin	13.93	160043	04/25/2023 1
Marco Technologies, LLC	Fire Fighting	Contract Base Rate 04/02 to 05/01/23 Usage 03/02 to 04/01/23	6.50	159827	04/06/2023 1
Marco Technologies, LLC	Planning & Zoning	Contract Base Rate 04/02 to 05/01/23 Usage 03/02 to 04/01/23	10.83	159827	04/06/2023 1
Marco Technologies, LLC	Parks	Contract Base Rate 04/02 to 05/01/23 Usage 03/02 to 04/01/23	6.50	159827	04/06/2023 1
Marco Technologies, LLC	Director of Finance	Printer Contract Base Rate 04/14 to 05/13/2023 Finance Dept	41.80	160043	04/25/2023 1
Marco Technologies, LLC	Police Administration	Contract Base Rate 04/02 to 05/01/23 Usage 03/02 to 04/01/23	4.33	159827	04/06/2023 1
Marco Technologies, LLC	Planning & Zoning	Printer Contract Base Rate 04/14 to 05/13/2023 Planning & Zoning	13.93	160043	04/25/2023 1
Marco Technologies, LLC	Director of Finance	Contract Base Rate 04/02 to 05/01/23 Usage 03/02 to 04/01/23	6.50	159827	04/06/2023 1
Marco Technologies, LLC	Lake Restoration	Contract Base Rate 04/02 to 05/01/23 Usage 03/02 to 04/01/23	4.33	159827	04/06/2023 1
Marco Technologies, LLC	Recording & Reporting	Printer Contract Base Rate 04/14 to 05/13/2023 City Clerk	13.93	160043	04/25/2023 1
Marco Technologies, LLC	Recording & Reporting	Contract Base Rate 04/02 to 05/01/23 Usage 03/02 to 04/01/23	6.50	159827	04/06/2023 1
Marco Technologies, LLC	Crime Control & Investigation	Contract Base Rate 04/02 to 05/01/23 Usage 03/02 to 04/01/23	4.33	159827	04/06/2023 1
Marco Technologies, LLC	Parking Lots	Contract Base Rate 04/02 to 05/01/23 Usage 03/02 to 04/01/23	4.33	159827	04/06/2023 1
Total for Marco Technologies, LLC			580.46		
<u>Martin County</u>					
Martin County	Crime Control & Investigation	Jan to March 2023 IT Services Police Dept	1,032.50	160028	04/18/2023 1
Total for Martin County			1,032.50		
<u>Martin County Attorney's</u>					
Martin County Attorney's	Other General Gov't	March 2023 Prosecutorial Services	6,250.00	159909	04/12/2023 1
Total for Martin County Attorney's			6,250.00		
<u>Martin County Auditor</u>					
Martin County Auditor	Other General Gov't	2023 Proprety Taxes 724 1st St E	69.00	159989	04/17/2023 1
Martin County Auditor	Other General Gov't	2023 Proprety Taxes Lake George Lot-016 Block-004	194.00	159989	04/17/2023 1
Martin County Auditor	Other General Gov't	2023 Proprety Taxes 403 5th St E	208.00	159989	04/17/2023 1
Martin County Auditor	Other General Gov't	2023 Proprety Taxes 713 4th St E	69.00	159989	04/17/2023 1
Martin County Auditor	Parks	2023 Property Taxes 600 Fairlakes Ave	4,244.00	159828	04/06/2023 1
Martin County Auditor	Parks	2023 Property Taxes Sect-19 Twp-102 Range-030 80.00 AC Cedar Cr	4,622.00	159828	04/06/2023 1
Martin County Auditor	Parks	Dutch Crk CNTLN	876.00	159989	04/17/2023 1

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Martin County Auditor	Parks	2023 Property Taxes 860 190th Ave Cedar Creek Park Add 88.89 AC	1,260.00	159828	04/06/2023 1
Martin County Auditor	Crime Control & Investigation	March 2023 Frontier Phone Bill Police Dept	337.60	159910	04/12/2023 1
Martin County Auditor	Crime Control & Investigation	April 2023 Rental of Security Bldg	4,776.59	159784	04/04/2023 1
Martin County Auditor	SMEC Building	2023 Property Taxes 115 Park St S SMEC	1,432.00	159828	04/06/2023 1
Martin County Auditor	Incubator Building	2023 Property Taxes 1200 Armstrong Dr	1,836.00	159828	04/06/2023 1
Martin County Auditor	Incubator Building	2023 Property Taxes 426 Winnebago Ave	69.00	159828	04/06/2023 1
Martin County Auditor	Incubator Building	2023 Property Taxes 426 Winnebago Ave	4,583.00	159828	04/06/2023 1
Martin County Auditor	Airport	2023 Property Taxes Sect-09 Twp-102 Range-030 Airport	13,644.00	159828	04/06/2023 1
Martin County Auditor	Airport	2023 Property Taxes Sect-14 Twp-102 Range-030 61.28 AC 61.28 AC	2,026.00	159828	04/06/2023 1
Martin County Auditor	Airport	2023 Property Taxes Sect-11 Twp-102 Range-030 9.98 Airport Prop	464.00	159989	04/17/2023 1
Martin County Auditor	Airport	2023 Property Taxes Sect-15 Twp-102 Range 030 14.58 Airport Prop	740.00	159989	04/17/2023 1
Martin County Auditor	Airport	2023 Property Taxes Sect-11 Twp-102 Range-030 21.20 Airport Prop	1,048.00	159989	04/17/2023 1
Total for Martin County Auditor			42,498.19		
<u>Martin County Highway Dept</u>					
Martin County Highway Dept	Airport	motor fuel usage-march	213.01	159856	04/06/2023 1
Martin County Highway Dept	Paved Streets	motor fuel usage-march	6,293.79	159856	04/06/2023 1
Martin County Highway Dept	Fire Fighting	new chip key-fire	8.08	159856	04/06/2023 1
Martin County Highway Dept	Fire Fighting	motor fuel usage-march	317.32	159856	04/06/2023 1
Martin County Highway Dept	Garbage Collection	motor fuel usage-march	274.54	159856	04/06/2023 1
Martin County Highway Dept	Engineering	motor fuel usage-march	33.06	159856	04/06/2023 1
Martin County Highway Dept	Crime Control & Investigation	motor fuel usage-march	2,757.23	159856	04/06/2023 1
Martin County Highway Dept	Other General Gov't	motor fuel usage-march	50.79	159856	04/06/2023 1
Martin County Highway Dept	Parks	motor fuel usage-march	1,678.70	159856	04/06/2023 1
Martin County Highway Dept	Animal Control	motor fuel usage-march	133.52	159856	04/06/2023 1
Total for Martin County Highway Dept			11,760.04		
<u>Martin-Mcallister Consulting Psycholo</u>					
Martin-Mcallister Consulting Psychologists, Inc.	Crime Control & Investigation	Public Safety Assessment	625.00	159911	04/12/2023 1
Total for Martin-Mcallister Consulting Psycholo			625.00		
<u>McDaniel</u>					
McDaniel	Non-departmental	Refund Check 017203-000, 1302 Victoria St #2	0.08	159770	04/03/2023 1
McDaniel	Non-departmental	Refund Check 017203-000, 1302 Victoria St #2	0.56	159770	04/03/2023 1
McDaniel	Non-departmental	Refund Check 017203-000, 1302 Victoria St #2	0.84	159770	04/03/2023 1
McDaniel	Non-departmental	Refund Check 017203-000, 1302 Victoria St #2	0.83	159770	04/03/2023 1
Total for McDaniel			2.31		
<u>Medsurety LLC</u>					
Medsurety LLC	Health Insurance	April 2023 COBRA Participant Fees	95.25	0	04/13/2023 1
Total for Medsurety LLC			95.25		
<u>Midco</u>					
Midco	Library	172574701 April 2023 Library Telephone	521.01	159990	04/17/2023 1
Midco	Aquatic Park	354712101 April 2023 Telephone Aquatic Park	63.24	159990	04/17/2023 1
Midco	SMEC Building	122201701 April 2023 Telephone SMEC	121.83	159990	04/17/2023 1
Midco	Crime Control & Investigation	122174601 April 2023 Telephone City Hall	28.52	159990	04/17/2023 1
Midco	Recording & Reporting	122174601 April 2023 Telephone City Hall	57.05	159990	04/17/2023 1

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Midco	Director of Finance	122174601 April 2023 Telephone City Hall	47.54	159990	04/17/2023 1
Midco	Fire Fighting	122174601 April 2023 Telephone City Hall	19.02	159990	04/17/2023 1
Midco	Fire Fighting	122284301 April 2023 Telephone Fire Dept	59.30	159990	04/17/2023 1
Midco	Parks	354242701 April 2023 Telephone 801 E Margaret St Pubic Works	169.28	159990	04/17/2023 1
Midco	Parks	236449901 April 2023 Telephone 401 E Margaret St	38.11	159990	04/17/2023 1
Midco	Parks	122174601 April 2023 Telephone City Hall	28.52	159990	04/17/2023 1
Midco	Planning & Zoning	122174601 April 2023 Telephone City Hall	47.54	159990	04/17/2023 1
Midco	Economic Development	122174601 April 2023 Telephone City Hall	38.03	159990	04/17/2023 1
Midco	Engineering	122174601 April 2023 Telephone City Hall	123.60	159990	04/17/2023 1
Midco	Paved Streets	236449901 April 2023 Telephone 401 E Margaret St	38.10	159990	04/17/2023 1
Midco	Paved Streets	122174601 April 2023 Telephone City Hall	57.05	159990	04/17/2023 1
Midco	Paved Streets	354242701 April 2023 Telephone 801 E Margaret St Pubic Works	169.27	159990	04/17/2023 1
Midco	City Manager	122174601 April 2023 Telephone City Hall	123.60	159990	04/17/2023 1
Midco	Central Garage	122174601 April 2023 Telephone City Hall	19.02	159990	04/17/2023 1
Midco	Building Inspection	122174601 April 2023 Telephone City Hall	47.54	159990	04/17/2023 1
Midco	Data Processing	148178201 April 2023 City Hall Internet Circuit	600.39	159990	04/17/2023 1
Midco	Airport	354712001 April 2023 Telephone Airport	60.74	159990	04/17/2023 1
Midco	Airport	122174601 April 2023 Telephone City Hall	28.52	159990	04/17/2023 1
Midco	Airport	171412101 April 2023 Airport Ehternet Virtual Circuit	307.39	159990	04/17/2023 1
Midco	Liquor Store	148177901 April 2023 Telephone Liquor Store	201.54	159990	04/17/2023 1
Total for Midco			3,015.75		
<u>Mike's Emergency Vehicle Installation.</u>					
Mike's Emergency Vehicle Installation, LLC	Crime Control & Investigation	LED Lighthead Red & Blue, Heavy Duty Pedestal Mount, Squad #1	1,394.70	159754	03/31/2023 1
Mike's Emergency Vehicle Installation, LLC	Crime Control & Investigation	Install Antenna for Computer Dock, Antenna & Cable Squad#9	112.68	159754	03/31/2023 1
Mike's Emergency Vehicle Installation, LLC	Crime Control & Investigation	Swap out antennas for computer docks #1, 3, 5,6 & 10	159.45	159754	03/31/2023 1
Mike's Emergency Vehicle Installation, LLC	Crime Control & Investigation	Remove all Equip from old #8 & Build New Unit #1	3,494.13	160029	04/18/2023 1
Mike's Emergency Vehicle Installation, LLC	Crime Control & Investigation	Install New Computer Docking Station Unit #6	75.00	160029	04/18/2023 1
Total for Mike's Emergency Vehicle Installation,			5,235.96		
<u>Miller Sellner</u>					
Miller Sellner	Parks	Discharge Chutes Park #538	49.40	159991	04/17/2023 1
Miller Sellner	Parks	Filters Park 535 & 538	60.94	160030	04/18/2023 1
Total for Miller Sellner			110.34		
<u>Minn Municipal Utilities Association</u>					
Minn Municipal Utilities Association	Parks	17th edition APPA safety manual-parks	29.00	159961	04/14/2023 1
Minn Municipal Utilities Association	Workers Comp	safety management program and electric div april, may, june 2023	10,767.25	159961	04/14/2023 1
Minn Municipal Utilities Association	Paved Streets	Competent Person & Extraction Safety Wrkshp T Berhow & Steuber	720.00	159829	04/06/2023 1
Minn Municipal Utilities Association	Paved Streets	17th edition APPA safety manual-streets	29.00	159961	04/14/2023 1
Total for Minn Municipal Utilities Association			11,545.25		
<u>Minnesota Dept of Admin</u>					
Minnesota Dept of Admin	Crime Control & Investigation	Monthly Vehicle Leases March 2023 Police Dept	3,444.89	159912	04/12/2023 1
Minnesota Dept of Admin	Crime Control & Investigation	Feb 2023 Vehicle Leases Police Dept	2,864.80	159755	03/31/2023 1
Minnesota Dept of Admin	Crime Control & Investigation	2020 Ford Police SUV	21,000.00	159755	03/31/2023 1
Total for Minnesota Dept of Admin			27,309.69		

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<u>Minnesota Elevator, Inc</u>					
Minnesota Elevator, Inc	General Government Buildings	April 2023 Elevator Service City Hall	168.47	159785	04/04/2023 1
Minnesota Elevator, Inc	Library	April-May 2023 Bi-Monthly Elevator Service	177.98	159785	04/04/2023 1
		Total for Minnesota Elevator, Inc	346.45		
<u>Minnesota Sheriff's Assoc</u>					
Minnesota Sheriff's Assoc	Crime Control & Investigation	Permits to Acquire	60.00	159756	03/31/2023 1
		Total for Minnesota Sheriff's Assoc	60.00		
<u>Minuteman Press</u>					
Minuteman Press	Crime Control & Investigation	250 Folding USB 2.0 Flash Drives-8GB	33.60	159992	04/17/2023 1
Minuteman Press	Recording & Reporting	250 Folding USB 2.0 Flash Drives-8GB	56.00	159992	04/17/2023 1
Minuteman Press	Lake Restoration	250 Folding USB 2.0 Flash Drives-8GB	22.40	159992	04/17/2023 1
Minuteman Press	Director of Finance	250 Folding USB 2.0 Flash Drives-8GB	56.00	159992	04/17/2023 1
Minuteman Press	Police Administration	250 Folding USB 2.0 Flash Drives-8GB	22.40	159992	04/17/2023 1
Minuteman Press	Fire Fighting	250 Folding USB 2.0 Flash Drives-8GB	44.80	159992	04/17/2023 1
Minuteman Press	Planning & Zoning	250 Folding USB 2.0 Flash Drives-8GB	56.00	159992	04/17/2023 1
Minuteman Press	Parks	250 Folding USB 2.0 Flash Drives-8GB	44.80	159992	04/17/2023 1
Minuteman Press	Liquor Store	250 Folding USB 2.0 Flash Drives-8GB	22.40	159992	04/17/2023 1
Minuteman Press	Airport	250 Folding USB 2.0 Flash Drives-8GB	56.00	159992	04/17/2023 1
Minuteman Press	Data Processing	250 Folding USB 2.0 Flash Drives-8GB	33.60	159992	04/17/2023 1
Minuteman Press	Building Inspection	250 Folding USB 2.0 Flash Drives-8GB	56.00	159992	04/17/2023 1
Minuteman Press	Paved Streets	250 Folding USB 2.0 Flash Drives-8GB	22.40	159992	04/17/2023 1
Minuteman Press	Engineering	250 Folding USB 2.0 Flash Drives-8GB	123.20	159992	04/17/2023 1
Minuteman Press	City Manager	250 Folding USB 2.0 Flash Drives-8GB	56.00	159992	04/17/2023 1
Minuteman Press	Economic Development	250 Folding USB 2.0 Flash Drives-8GB	33.60	159992	04/17/2023 1
Minuteman Press	Parking Lots	250 Folding USB 2.0 Flash Drives-8GB	22.40	159992	04/17/2023 1
		Total for Minuteman Press	761.60		
<u>Mn Dept of Employment & Economic D</u>					
Mn Dept of Employment & Economic Developmen	Intergovernmental Revenues	May 2023 MN Investment Fund Grant City of Fmt/Zierke Blt Mfg	4,597.00	160010	04/18/2023 1
Mn Dept of Employment & Economic Developmen	Intergovernmental Revenues	May 2023 City of Fmt/Zierke Blt Mfg Loan #2 CDAP-16-0063-H-FY17	3,064.18	160010	04/18/2023 1
		Total for Mn Dept of Employment & Economic D	7,661.18		
<u>MN Dept of Labor & Indus</u>					
MN Dept of Labor & Indus	General Government Buildings	Annual Elevator Operation 2023 City Hall	100.00	159786	04/04/2023 1
		Total for MN Dept of Labor & Indus	100.00		
<u>MN Energy Resources Corp.</u>					
MN Energy Resources Corp.	Parks	Gas Utilities 03/08 to 04/05/2023 Lincoln Shelter House	26.41	159913	04/12/2023 1
MN Energy Resources Corp.	Parks	Gas Utilities 01/25 to 03/21/2023 801 E Margaret St	1,025.92	159731	03/30/2023 1
MN Energy Resources Corp.	Aquatic Park	Gas Utilities 02/17 to 03/16/2023 Aquatic Park	62.27	159731	03/30/2023 1
MN Energy Resources Corp.	Central Garage	Gas Utilities 01/25 to 03/21/2023 801 E Margaret St	334.01	159731	03/30/2023 1
MN Energy Resources Corp.	Fire Fighting	Gas Utilities 03/03 to 03/30/2023 Fire Dept	848.05	159913	04/12/2023 1
MN Energy Resources Corp.	Paved Streets	Gas Utilities 01/25 to 03/21/2023 801 E Margaret St	1,025.92	159731	03/30/2023 1
MN Energy Resources Corp.	Library	Gas Utilities 02/25 to 03/21/2023 Library	1,953.64	159731	03/30/2023 1
		Total for MN Energy Resources Corp.	5,276.22		
<u>Mn Municipal Beverage Association</u>					

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Mn Municipal Beverage Association	Liquor Store	Annual Conference Alexandria, MN 04/29 to 05/02/2023 Donnelly	955.00	159805	04/04/2023 1
Total for Mn Municipal Beverage Association			955.00		
<u>MN Valley Testing Lab</u>					
MN Valley Testing Lab	Lake Restoration	Cust # 6033 Testing Water Samples	156.20	159993	04/17/2023 1
MN Valley Testing Lab	Lake Restoration	Cust # 6033 Testing Water Samples	339.90	159993	04/17/2023 1
MN Valley Testing Lab	Lake Restoration	Cust # 6033 Testing Water Samples	339.90	159993	04/17/2023 1
Total for MN Valley Testing Lab			836.00		
<u>Monsen, Patricia</u>					
Monsen, Patricia	Local Access	03/21 to 03/24/23 City Clerk's Ann Conf St Cloud, MN	288.85	0	03/30/2023 1
Total for Monsen, Patricia			288.85		
<u>Morgan Creek Vineyards</u>					
Morgan Creek Vineyards	Liquor - Mdse for Resale	Wine	276.00	159806	04/04/2023 1
Total for Morgan Creek Vineyards			276.00		
<u>Motorola Solutions, Inc.</u>					
Motorola Solutions, Inc.	Crime Control & Investigation	Repair of Squad Watchguard DVR	350.00	159757	03/31/2023 1
Motorola Solutions, Inc.	Crime Control & Investigation	Radio Repairs Police Dept	152.00	160031	04/18/2023 1
Total for Motorola Solutions, Inc.			502.00		
<u>M-R Sign Company</u>					
M-R Sign Company	Paved Streets	Center Lane Only & No Parking Signs	308.57	159914	04/12/2023 1
M-R Sign Company	Paved Streets	Home St & Adams Ave Signs	113.30	160032	04/18/2023 1
Total for M-R Sign Company			421.87		
<u>MSA Professional Services, Inc.</u>					
MSA Professional Services, Inc.	Planning & Zoning	MN Zoning Code Updates 10/30/22 to 03/25/2023	13,484.54	159830	04/06/2023 1
Total for MSA Professional Services, Inc.			13,484.54		
<u>Municipal Emergency Services Deposi</u>					
Municipal Emergency Services Depository Accoun	Fire Fighting	Fire Boots	449.74	159994	04/17/2023 1
Total for Municipal Emergency Services Depositi			449.74		
<u>Napa Auto Fairmont</u>					
Napa Auto Fairmont	Parks	Huide Bar 0.05 3/8 25" Park Dept	95.99	159995	04/17/2023 1
Napa Auto Fairmont	Parks	20" Bar 3/8, 16" Bar Park Dept	107.98	159995	04/17/2023 1
Napa Auto Fairmont	Parks	Trigger Interlock & Handle Molding	26.98	159995	04/17/2023 1
Napa Auto Fairmont	Parks	Chain Catcher, Guard & Cover Park MS 66	119.97	159995	04/17/2023 1
Napa Auto Fairmont	Parks	Trigger Interlock & Handle Molding	26.98	159995	04/17/2023 1
Napa Auto Fairmont	Parks	Oil Filter Park 508	3.37	159995	04/17/2023 1
Napa Auto Fairmont	Parks	Starter Cover	35.99	159995	04/17/2023 1
Napa Auto Fairmont	Parks	Huide Bar 25" Stihl Park Dept	95.99	159758	03/31/2023 1
Napa Auto Fairmont	Parks	Oil Filter #136	3.37	159758	03/31/2023 1
Napa Auto Fairmont	Road & Bridge Equipment	Air & Cabin Filter #120	61.72	159758	03/31/2023 1
Napa Auto Fairmont	Road & Bridge Equipment	Spur Sockets	21.98	160033	04/18/2023 1
Napa Auto Fairmont	Road & Bridge Equipment	Drive Sprockets 3/4-7	69.98	160033	04/18/2023 1
Napa Auto Fairmont	Parks	Fuel Filters Park 535 & 538	10.88	160033	04/18/2023 1
Napa Auto Fairmont	Storm Sewer Mnt	Air Filters Street #122	25.46	159758	03/31/2023 1
Napa Auto Fairmont	Storm Sewer Mnt	Cabin Air Filter #123	9.98	160033	04/18/2023 1

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Napa Auto Fairmont	Engineering	Oil Filters Enginerring 730 & 731	6.74	159758	03/31/2023 1
Total for Napa Auto Fairmont			723.36		
<u>Nelson</u>					
Nelson	Crime Control & Investigation	Reimbursement for Safety Glasses 2023	300.00	0	04/17/2023 1
Nelson	Crime Control & Investigation	Civil Disposition FMP19-3558 03/28/2023 Minneapolis, MN	196.41	0	04/17/2023 1
Nelson	Crime Control & Investigation	03/15/2023 ERU Training Jackson, MN	26.00	0	03/30/2023 1
Total for Nelson			522.41		
<u>Nowak</u>					
Nowak	Engineering	03/22 to 03/24/23 LaCrosse, WI Mid-West ESRI Utility UG GIS Conf	306.11	0	03/30/2023 1
Total for Nowak			306.11		
<u>OPG-3, Inc.</u>					
OPG-3, Inc.	Data Processing	Laserfische Annual Maint & Billing 2023	6,261.00	159915	04/12/2023 1
Total for OPG-3, Inc.			6,261.00		
<u>Optum</u>					
Optum	Health Insurance	April 2023 Employee Assistance Program Premiums	157.38	0	04/12/2023 1
Total for Optum			157.38		
<u>O'Reilly Auto Parts</u>					
O'Reilly Auto Parts	Fire Fighting	500 Watt Power Inverter Fire #10	-64.99	159916	04/12/2023 1
O'Reilly Auto Parts	Fire Fighting	500 Watt Power Inverter Fire #10	64.99	159916	04/12/2023 1
O'Reilly Auto Parts	Central Garage	Scotchmate	72.27	159916	04/12/2023 1
O'Reilly Auto Parts	Central Garage	Scotchmate	6.57	159916	04/12/2023 1
O'Reilly Auto Parts	Parks	Alternator Park 502	94.92	159759	03/31/2023 1
O'Reilly Auto Parts	Parks	Core Return Park 502	-10.00	159759	03/31/2023 1
O'Reilly Auto Parts	Parks	Battery Core Exchange Park 502	118.13	159759	03/31/2023 1
O'Reilly Auto Parts	Parks	Radio Adapter Harness Park 502	15.99	159759	03/31/2023 1
Total for O'Reilly Auto Parts			297.88		
<u>Osborn</u>					
Osborn	Fire Fighting	Fire School Austin, MN 03/25 to 03/26/2023	41.00	159917	04/12/2023 1
Total for Osborn			41.00		
<u>Paper Roll Products LLC</u>					
Paper Roll Products LLC	Liquor Store	Thermal Receipt Paper Rolls Liquor Store	164.82	159807	04/04/2023 1
Total for Paper Roll Products LLC			164.82		
<u>Paradis</u>					
Paradis	Fire Fighting	Fire School Austin, MN 03/25 to 03/26/2023	41.00	159918	04/12/2023 1
Total for Paradis			41.00		
<u>Paustis Wine Company</u>					
Paustis Wine Company	Liquor - Mdse for Resale	Wine	941.00	159808	04/04/2023 1
Paustis Wine Company	Liquor - Mdse for Resale	Freight	34.50	160011	04/18/2023 1
Paustis Wine Company	Liquor - Mdse for Resale	Wine	2,559.00	160011	04/18/2023 1
Paustis Wine Company	Liquor - Mdse for Resale	Freight	18.00	159808	04/04/2023 1
Total for Paustis Wine Company			3,552.50		
<u>PC Janitorial Supply</u>					
PC Janitorial Supply	Library	Cleaning Supplies Library	39.99	159919	04/12/2023 1

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Total for PC Janitorial Supply			39.99		
<u>Petersen</u>					
Petersen	Fiscal Sponsor	27th Annual Training Conference 04/16 to 04/18/2023	360.00	159787	04/04/2023 1
Total for Petersen			360.00		
<u>Phillips Wine & Spirits</u>					
Phillips Wine & Spirits	Liquor - Mdse for Resale	Liquor	12,284.17	160012	04/18/2023 1
Phillips Wine & Spirits	Liquor - Mdse for Resale	Pop/Mix	64.00	160012	04/18/2023 1
Phillips Wine & Spirits	Liquor - Mdse for Resale	Wine	1,555.95	160012	04/18/2023 1
Phillips Wine & Spirits	Liquor - Mdse for Resale	Freight	275.55	160012	04/18/2023 1
Phillips Wine & Spirits	Liquor - Mdse for Resale	Beer	462.30	160012	04/18/2023 1
Phillips Wine & Spirits	Liquor - Mdse for Resale	Misc Merchandise for Resale Liquor Store	112.60	160012	04/18/2023 1
Phillips Wine & Spirits	Liquor - Mdse for Resale	Beer	1,502.35	159809	04/04/2023 1
Phillips Wine & Spirits	Liquor - Mdse for Resale	Freight	539.78	159809	04/04/2023 1
Phillips Wine & Spirits	Liquor - Mdse for Resale	Wine	3,018.35	159809	04/04/2023 1
Phillips Wine & Spirits	Liquor - Mdse for Resale	Liquor	20,033.89	159809	04/04/2023 1
Total for Phillips Wine & Spirits			39,848.94		
<u>Photo Press</u>					
Photo Press	Liquor Store	Daily Sales Vendor Book Liquor Store	192.00	159996	04/17/2023 1
Photo Press	Fire Fighting	Paper for Fire Dept Report	17.00	159996	04/17/2023 1
Photo Press	Recording & Reporting	Notary Stamp Steuber	17.28	159996	04/17/2023 1
Photo Press	Aquatic Park	Paper Aquatic Park	74.00	159996	04/17/2023 1
Total for Photo Press			300.28		
<u>Pitney Bowes Bank Inc Purchase Powe</u>					
Pitney Bowes Bank Inc Purchase Power	Lake Restoration	Postage Refill On Postage Meter	66.60	159760	03/31/2023 1
Pitney Bowes Bank Inc Purchase Power	Crime Control & Investigation	Postage Refill On Postage Meter	66.60	159760	03/31/2023 1
Pitney Bowes Bank Inc Purchase Power	Recording & Reporting	Postage Refill On Postage Meter	111.01	159760	03/31/2023 1
Pitney Bowes Bank Inc Purchase Power	Director of Finance	Postage Refill On Postage Meter	111.01	159760	03/31/2023 1
Pitney Bowes Bank Inc Purchase Power	Police Administration	Postage Refill On Postage Meter	44.40	159760	03/31/2023 1
Pitney Bowes Bank Inc Purchase Power	Parks	Postage Refill On Postage Meter	88.80	159760	03/31/2023 1
Pitney Bowes Bank Inc Purchase Power	Planning & Zoning	Postage Refill On Postage Meter	111.01	159760	03/31/2023 1
Pitney Bowes Bank Inc Purchase Power	Liquor Store	Postage Refill On Postage Meter	66.60	159760	03/31/2023 1
Pitney Bowes Bank Inc Purchase Power	Airport	Postage Refill On Postage Meter	111.01	159760	03/31/2023 1
Pitney Bowes Bank Inc Purchase Power	Data Processing	Postage Refill On Postage Meter	66.60	159760	03/31/2023 1
Pitney Bowes Bank Inc Purchase Power	Building Inspection	Postage Refill On Postage Meter	111.01	159760	03/31/2023 1
Pitney Bowes Bank Inc Purchase Power	Paved Streets	Postage Refill On Postage Meter	44.40	159760	03/31/2023 1
Pitney Bowes Bank Inc Purchase Power	Fire Fighting	Postage Refill On Postage Meter	88.80	159760	03/31/2023 1
Pitney Bowes Bank Inc Purchase Power	City Manager	Postage Refill On Postage Meter	111.01	159760	03/31/2023 1
Pitney Bowes Bank Inc Purchase Power	Economic Development	Postage Refill On Postage Meter	111.01	159760	03/31/2023 1
Pitney Bowes Bank Inc Purchase Power	Engineering	Postage Refill On Postage Meter	244.21	159760	03/31/2023 1
Pitney Bowes Bank Inc Purchase Power	Parking Lots	Postage Refill On Postage Meter	66.60	159760	03/31/2023 1
Total for Pitney Bowes Bank Inc Purchase Powe			1,620.68		
<u>Powerplan</u>					
Powerplan	Road & Bridge Equipment	Fuel Filters, Filter Kit, Oil Filter #125	1,379.60	159920	04/12/2023 1

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		Total for Powerplan	1,379.60		
<u>PrairieLand Solid Waste Mgmnt</u>					
PrairieLand Solid Waste Mgmnt	Garbage Collection	Refuse Removal March 2023	349.70	159789	04/04/2023 1
PrairieLand Solid Waste Mgmnt	Garbage Collection	Feb 2023 Refuse Removal	529.41	159761	03/31/2023 1
		Total for PrairieLand Solid Waste Mgmnt	879.11		
<u>Professional Rescue Innovations</u>					
Professional Rescue Innovations	Fire Fighting	Grain Bin Rescue Training 04/06/2023	2,400.00	159921	04/12/2023 1
		Total for Professional Rescue Innovations	2,400.00		
<u>Public Utilities Commission</u>					
Public Utilities Commission	Fire Fighting	April 2023 Utilities	21.37	159997	04/17/2023 1
Public Utilities Commission	Fire Fighting	April 2023 Utilities	363.81	159997	04/17/2023 1
Public Utilities Commission	Fire Fighting	April 2023 Utilities	39.69	159997	04/17/2023 1
Public Utilities Commission	Fire Fighting	April 2023 Utilities	96.51	159997	04/17/2023 1
Public Utilities Commission	General Government Buildings	April 2023 Utilities	39.69	159997	04/17/2023 1
Public Utilities Commission	General Government Buildings	April 2023 Utilities	3,003.80	159997	04/17/2023 1
Public Utilities Commission	General Government Buildings	April 2023 Utilities	35.62	159997	04/17/2023 1
Public Utilities Commission	General Government Buildings	April 2023 Utilities	90.62	159997	04/17/2023 1
Public Utilities Commission	Parks	801 E Margaret St Public Works Sewer Utilities 02/18 to 03/17	68.73	159997	04/17/2023 1
Public Utilities Commission	Parks	April 2023 Utilities	1,261.89	159997	04/17/2023 1
Public Utilities Commission	Parks	April 2023 Utilities	954.32	159997	04/17/2023 1
Public Utilities Commission	Parks	801 E Margaret St Public Works Water Utilities 02/18 to 03/17	159.85	159997	04/17/2023 1
Public Utilities Commission	Lake Restoration	April 2023 Utilities	95.45	159997	04/17/2023 1
Public Utilities Commission	Aquatic Park	April 2023 Utilities	34.54	159997	04/17/2023 1
Public Utilities Commission	Aquatic Park	April 2023 Utilities	28.62	159997	04/17/2023 1
Public Utilities Commission	Aquatic Park	April 2023 Utilities	68.30	159997	04/17/2023 1
Public Utilities Commission	Aquatic Park	April 2023 Utilities	183.63	159997	04/17/2023 1
Public Utilities Commission	Parks	801 E Margaret St Public Works Storm Sewer 02/18 to 03/17	15.83	159997	04/17/2023 1
Public Utilities Commission	Parks	April 2023 Utilities	438.48	159997	04/17/2023 1
Public Utilities Commission	Parks	801 E Margaret St Public Works Electric Utilities 02/18 to 03/17	784.77	159997	04/17/2023 1
Public Utilities Commission	Parks	April 2023 Utilities	2,806.84	159997	04/17/2023 1
Public Utilities Commission	SMEC Building	April 2023 Utilities	118.65	159997	04/17/2023 1
Public Utilities Commission	SMEC Building	April 2023 Utilities	39.69	159997	04/17/2023 1
Public Utilities Commission	SMEC Building	April 2023 Utilities	4,609.07	159997	04/17/2023 1
Public Utilities Commission	Street Lighting	April 2023 Utilities	2,451.05	159997	04/17/2023 1
Public Utilities Commission	Street Lighting	April 2023 Utilities	3,825.83	159997	04/17/2023 1
Public Utilities Commission	Street Lighting	April 2023 Utilities	11.82	159997	04/17/2023 1
Public Utilities Commission	Central Garage	801 E Margaret St Public Works Electric Utilities 02/18 to 03/17	255.50	159997	04/17/2023 1
Public Utilities Commission	Central Garage	April 2023 Utilities	1.97	159997	04/17/2023 1
Public Utilities Commission	Paved Streets	April 2023 Utilities	251.10	159997	04/17/2023 1
Public Utilities Commission	Paved Streets	April 2023 Utilities	28.62	159997	04/17/2023 1
Public Utilities Commission	Paved Streets	April 2023 Utilities	68.30	159997	04/17/2023 1
Public Utilities Commission	Paved Streets	April 2023 Utilities	34.98	159997	04/17/2023 1
Public Utilities Commission	Paved Streets	801 E Margaret St Public Works Electric Utilities 02/18 to 03/17	784.77	159997	04/17/2023 1

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Public Utilities Commission	Airport	April 2023 Utilities	57.24	159997	04/17/2023 1
Public Utilities Commission	Airport	April 2023 Utilities	1,117.72	159997	04/17/2023 1
Public Utilities Commission	Incubator Building	April 2023 Utilities	50.76	159997	04/17/2023 1
Public Utilities Commission	Incubator Building	April 2023 Utilities	21.85	159997	04/17/2023 1
Public Utilities Commission	Incubator Building	April 2023 Utilities	355.96	159997	04/17/2023 1
Public Utilities Commission	Incubator Building	April 2023 Utilities	90.44	159997	04/17/2023 1
Public Utilities Commission	Airport	Airport D Hangar Electric Utilities	135.58	159997	04/17/2023 1
Public Utilities Commission	Airport	April 2023 Utilities	2,229.66	159997	04/17/2023 1
Public Utilities Commission	Airport	April 2023 Utilities	204.90	159997	04/17/2023 1
Public Utilities Commission	Liquor Store	April 2023 Utilities	39.69	159997	04/17/2023 1
Public Utilities Commission	Liquor Store	April 2023 Utilities	55.88	159997	04/17/2023 1
Public Utilities Commission	Liquor Store	April 2023 Utilities	79.37	159997	04/17/2023 1
Public Utilities Commission	Liquor Store	April 2023 Utilities	1,705.25	159997	04/17/2023 1
Public Utilities Commission	Parking Lots	April 2023 Utilities	181.41	159997	04/17/2023 1
Public Utilities Commission	Parking Lots	April 2023 Utilities	221.94	159997	04/17/2023 1
Public Utilities Commission	Animal Control	April 2023 Utilities	167.19	159997	04/17/2023 1
Public Utilities Commission	Animal Control	April 2023 Utilities	73.29	159997	04/17/2023 1
Public Utilities Commission	Animal Control	April 2023 Utilities	17.41	159997	04/17/2023 1
Public Utilities Commission	Animal Control	April 2023 Utilities	477.09	159997	04/17/2023 1
Public Utilities Commission	Library	April 2023 Utilities	39.69	159997	04/17/2023 1
Public Utilities Commission	Library	April 2023 Utilities	90.62	159997	04/17/2023 1
Public Utilities Commission	Library	April 2023 Utilities	1,522.40	159997	04/17/2023 1
Public Utilities Commission	Library	April 2023 Utilities	21.21	159997	04/17/2023 1
Total for Public Utilities Commission			32,030.26		
<u>Quality Forklift Sales & Service</u>					
Quality Forklift Sales & Service	Paved Streets	2012 Scissors Lift	13,950.00	159922	04/12/2023 1
Total for Quality Forklift Sales & Service			13,950.00		
<u>Recycling Association of Minnesota</u>					
Recycling Association of Minnesota	Storm Sewer Mnt	2023 Rain Barrel Purchase	6,480.00	159998	04/17/2023 1
Total for Recycling Association of Minnesota			6,480.00		
<u>Regents of the University of MN</u>					
Regents of the University of MN	Lake Restoration	Feb 1 to March 31,2023 Dutch Creek Bioreactor	1,459.73	160034	04/18/2023 1
Total for Regents of the University of MN			1,459.73		
<u>Richards Auto Repair</u>					
Richards Auto Repair	Civil Defense	12 Batteries for Civil Defense Sirens	1,679.40	159923	04/12/2023 1
Total for Richards Auto Repair			1,679.40		
<u>Rick Deboer Lettering & Signs</u>					
Rick Deboer Lettering & Signs	Fire Fighting	Lettered Truck #10 Fire Dept	350.00	159924	04/12/2023 1
Rick Deboer Lettering & Signs	Parks	Signs Park Dept	70.00	160035	04/18/2023 1
Total for Rick Deboer Lettering & Signs			420.00		
<u>River Bend Business Products</u>					
River Bend Business Products	Lake Restoration	Office Supplies	6.93	159790	04/04/2023 1
River Bend Business Products	SMEC Building	Printer Usage SMEC 02/22 to 03/30/2023	0.02	159790	04/04/2023 1

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River Bend Business Products	Recording & Reporting	Office Supplies	17.32	159790	04/04/2023 1
River Bend Business Products	Crime Control & Investigation	Office Supplies	10.39	159790	04/04/2023 1
River Bend Business Products	Crime Control & Investigation	Office SUpplies Police Dept	139.48	159732	03/30/2023 1
River Bend Business Products	Crime Control & Investigation	Office Supplies	54.68	159762	03/31/2023 1
River Bend Business Products	Crime Control & Investigation	Office Supplies Police Dept	14.11	160036	04/18/2023 1
River Bend Business Products	Crime Control & Investigation	Office Supplies Police Dept	21.77	159925	04/12/2023 1
River Bend Business Products	Planning & Zoning	Office Supplies	17.32	159790	04/04/2023 1
River Bend Business Products	Parks	Office Supplies	13.86	159790	04/04/2023 1
River Bend Business Products	General Government Buildings	2nd Floor Conference Room Furniture	3,718.23	159925	04/12/2023 1
River Bend Business Products	Police Administration	Office Supplies	6.93	159790	04/04/2023 1
River Bend Business Products	Director of Finance	Office Supplies	17.32	159790	04/04/2023 1
River Bend Business Products	Planning & Zoning	Office Supplies Upstairs City Hall	28.21	159999	04/17/2023 1
River Bend Business Products	Fire Fighting	Office Supplies	13.86	159790	04/04/2023 1
River Bend Business Products	City Manager	Office Supplies	17.32	159790	04/04/2023 1
River Bend Business Products	City Manager	Office Supplies Upstairs City Hall	28.21	159999	04/17/2023 1
River Bend Business Products	Economic Development	Office Supplies Upstairs City Hall	28.21	159999	04/17/2023 1
River Bend Business Products	Economic Development	Office Supplies	10.39	159790	04/04/2023 1
River Bend Business Products	Engineering	Office Supplies Upstairs City Hall	28.21	159999	04/17/2023 1
River Bend Business Products	Engineering	Office Supplies	38.11	159790	04/04/2023 1
River Bend Business Products	Paved Streets	Office Supplies	6.93	159790	04/04/2023 1
River Bend Business Products	Data Processing	Office Supplies	10.39	159790	04/04/2023 1
River Bend Business Products	Airport	Office Supplies	17.32	159790	04/04/2023 1
River Bend Business Products	Building Inspection	Office Supplies	17.32	159790	04/04/2023 1
River Bend Business Products	Building Inspection	Office Supplies Upstairs City Hall	28.21	159999	04/17/2023 1
River Bend Business Products	Liquor Store	Office Supplies	6.93	159790	04/04/2023 1
River Bend Business Products	Parking Lots	Office Supplies	6.93	159790	04/04/2023 1
		Total for River Bend Business Products	4,324.91		
<u>Robert J Siems, Sr., Investments, L.L.P</u>					
Robert J Siems, Sr., Investments, L.L.P	Mayor & Council	2023 Property Rental for Gateway Signs North of Town Hwy 15	650.00	159733	03/30/2023 1
		Total for Robert J Siems, Sr., Investments, L.L.P	650.00		
<u>Rosenbauer South Dakota, LLC</u>					
Rosenbauer South Dakota, LLC	Fire Fighting	Rosenbauer Pumper Township Fire Truck	398,799.00	159734	03/30/2023 1
		Total for Rosenbauer South Dakota, LLC	398,799.00		
<u>Round Lake Vineyards & Winery LLC</u>					
Round Lake Vineyards & Winery LLC	Liquor - Mdse for Resale	Wine	300.00	160013	04/18/2023 1
		Total for Round Lake Vineyards & Winery LLC	300.00		
<u>RTT Mobile Interpretation</u>					
RTT Mobile Interpretation	Crime Control & Investigation	Minutes Used 03/16 to 03/31/2023	16.06	159926	04/12/2023 1
RTT Mobile Interpretation	Crime Control & Investigation	March 1 to March 15, 2023 Minutes Used	40.88	159763	03/31/2023 1
		Total for RTT Mobile Interpretation	56.94		
<u>SafferTrading Company</u>					
SafferTrading Company	Paved Streets	Freight Charges for Shipment of Machinery Vermeer & Easy Lawn	2,500.00	0	04/12/2023 1
		Total for SafferTrading Company	2,500.00		

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<u>Sandwick</u>					
Sandwick	Parks	Reimbursement for Safety Glasses	14.39	159927	04/12/2023 1
		Total for Sandwick	14.39		
<u>Schillinger, Todd</u>					
Schillinger, Todd	Fiscal Sponsor	NTOA Membership Renewal 2023 HEAT Team	450.00	159735	03/30/2023 1
		Total for Schillinger, Todd	450.00		
<u>Shamrock Recycling, Inc.</u>					
Shamrock Recycling, Inc.	Garbage Collection	March 2023 Tree Dump Cleanup	2,100.00	159928	04/12/2023 1
		Total for Shamrock Recycling, Inc.	2,100.00		
<u>Share Corporation</u>					
Share Corporation	Paved Streets	Car Guard-40 CT	124.87	160000	04/17/2023 1
Share Corporation	Parks	Car Guard-40 CT	124.88	160000	04/17/2023 1
		Total for Share Corporation	249.75		
<u>Shatto, Brent</u>					
Shatto, Brent	Fiscal Sponsor	SOTA 27th Annual Training Conference Registration	360.00	159736	03/30/2023 1
		Total for Shatto, Brent	360.00		
<u>Snap on Industrial</u>					
Snap on Industrial	Paved Streets	Tools New Bldg	52.04	159929	04/12/2023 1
		Total for Snap on Industrial	52.04		
<u>Southern Glazer's Wine & Spirits of MN</u>					
Southern Glazer's Wine & Spirits of MN	Liquor - Mdse for Resale	Liquor	5,191.77	160014	04/18/2023 1
Southern Glazer's Wine & Spirits of MN	Liquor - Mdse for Resale	Freight	9.30	160014	04/18/2023 1
Southern Glazer's Wine & Spirits of MN	Liquor - Mdse for Resale	Freight	73.49	160014	04/18/2023 1
Southern Glazer's Wine & Spirits of MN	Liquor - Mdse for Resale	Freight	0.77	160014	04/18/2023 1
Southern Glazer's Wine & Spirits of MN	Liquor - Mdse for Resale	Wine	484.00	160014	04/18/2023 1
Southern Glazer's Wine & Spirits of MN	Liquor - Mdse for Resale	Wine	408.00	160014	04/18/2023 1
Southern Glazer's Wine & Spirits of MN	Liquor - Mdse for Resale	Liquor	397.00	160014	04/18/2023 1
Southern Glazer's Wine & Spirits of MN	Liquor - Mdse for Resale	Freight	94.81	160014	04/18/2023 1
Southern Glazer's Wine & Spirits of MN	Liquor - Mdse for Resale	Freight	6.20	160014	04/18/2023 1
Southern Glazer's Wine & Spirits of MN	Liquor - Mdse for Resale	Freight	1.55	160014	04/18/2023 1
Southern Glazer's Wine & Spirits of MN	Liquor - Mdse for Resale	Freight	8.35	160014	04/18/2023 1
Southern Glazer's Wine & Spirits of MN	Liquor - Mdse for Resale	Liquor	79.50	160014	04/18/2023 1
Southern Glazer's Wine & Spirits of MN	Liquor - Mdse for Resale	Liquor	4,309.12	160014	04/18/2023 1
Southern Glazer's Wine & Spirits of MN	Liquor - Mdse for Resale	Pop/Mix	80.50	160014	04/18/2023 1
Southern Glazer's Wine & Spirits of MN	Liquor - Mdse for Resale	Freight	7.75	160014	04/18/2023 1
Southern Glazer's Wine & Spirits of MN	Liquor - Mdse for Resale	Freight	121.68	159810	04/04/2023 1
Southern Glazer's Wine & Spirits of MN	Liquor - Mdse for Resale	Wine	116.25	159810	04/04/2023 1
Southern Glazer's Wine & Spirits of MN	Liquor - Mdse for Resale	Pop/Mix	142.20	159810	04/04/2023 1
Southern Glazer's Wine & Spirits of MN	Liquor - Mdse for Resale	Liquor	5,206.14	159810	04/04/2023 1
		Total for Southern Glazer's Wine & Spirits of MN	16,738.38		
<u>Southern MN Home Creative</u>					
Southern MN Home Creative	Liquor Store	Advertising Spring Magazine Liquor Store	265.00	159811	04/04/2023 1
		Total for Southern MN Home Creative	265.00		

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<u>Squeegee Brothers</u>					
Squeegee Brothers	Library	April 2023 Window Cleaning Library	150.00	159831	04/06/2023 1
Squeegee Brothers	Airport	April 2023 Window Cleaning Airport	90.00	159930	04/12/2023 1
Squeegee Brothers	General Government Buildings	Window Cleaning City Hall Out Lower 03/10 to 04/07/2023	80.00	160037	04/18/2023 1
		Total for Squeegee Brothers	320.00		
<u>Stevens</u>					
Stevens	Crime Control & Investigation	03/14 to 03/16/23 DMT Training St Cloud, MN	360.16	159737	03/30/2023 1
		Total for Stevens	360.16		
<u>Sukalski</u>					
Sukalski	Non-departmental	Refund Check 006932-001, 314 1/2 N Main St #1	0.12	159772	04/03/2023 1
Sukalski	Non-departmental	Refund Check 006932-001, 314 1/2 N Main St #1	0.07	159772	04/03/2023 1
Sukalski	Non-departmental	Refund Check 006932-001, 314 1/2 N Main St #1	0.11	159772	04/03/2023 1
		Total for Sukalski	0.30		
<u>Summit Fire Protection</u>					
Summit Fire Protection	Library	Wet Sprinkler Ann Inspection, BackflowPreventer Ann Insp Library	265.00	159931	04/12/2023 1
		Total for Summit Fire Protection	265.00		
<u>Texas Refinery Corp.</u>					
Texas Refinery Corp.	Central Garage	Moly Grease & Paragon Grease	1,597.50	160038	04/18/2023 1
		Total for Texas Refinery Corp.	1,597.50		
<u>Tonneson</u>					
Tonneson	Building Inspection	March 2023 Building Official Services	1,920.00	0	03/30/2023 1
		Total for Tonneson	1,920.00		
<u>Tow Distributing</u>					
Tow Distributing	Liquor - Mdse for Resale	Liquor	480.10	160015	04/18/2023 1
Tow Distributing	Liquor - Mdse for Resale	Pop/Mix	32.00	160015	04/18/2023 1
Tow Distributing	Liquor - Mdse for Resale	Beer	34,583.76	160015	04/18/2023 1
Tow Distributing	Liquor - Mdse for Resale	Liquor	429.70	159812	04/04/2023 1
Tow Distributing	Liquor - Mdse for Resale	Beer	25,732.38	159812	04/04/2023 1
Tow Distributing	Liquor - Mdse for Resale	Pop/Mix	24.00	159812	04/04/2023 1
		Total for Tow Distributing	61,281.94		
<u>Truck Bodies & Equipment International:</u>					
Truck Bodies & Equipment International, Inc.	Road & Bridge Equipment	Fender & Mounting Kit Street #102	634.00	159932	04/12/2023 1
		Total for Truck Bodies & Equipment Internation:	634.00		
<u>Truck Center Companies East LLC</u>					
Truck Center Companies East LLC	Road & Bridge Equipment	Extension-Fender Hood M2 112V #110	114.60	159764	03/31/2023 1
Truck Center Companies East LLC	Road & Bridge Equipment	Extension-Fender Hood M2 112V #110 Wrong Part	-114.60	159764	03/31/2023 1
Truck Center Companies East LLC	Road & Bridge Equipment	Extension-Fender Hood M2 112V FA RH #110	31.55	159764	03/31/2023 1
Truck Center Companies East LLC	Fire Fighting	Alternator 275 Amp Rescue Fire Truck	690.92	160001	04/17/2023 1
		Total for Truck Center Companies East LLC	722.47		
<u>Truman Tribune</u>					
Truman Tribune	Liquor Store	Valentine's Day Ad, Natl FFA, Wine/Champagne Ads Liquor Store	144.00	159813	04/04/2023 1
		Total for Truman Tribune	144.00		
<u>Verizon Wireless</u>					

**Accounts Payable
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<u>Vendor</u>	<u>Department</u>	<u>Description</u>	<u>Amount</u>	<u>Check Number</u>	<u>Check Date</u>
Verizon Wireless	Building Inspection	Feb 21 to March 20, 2023 Cell Phone Bldg Insp	46.14	159791	04/04/2023 1
Verizon Wireless	Airport	Feb 21 to March 20, 2023 Cell Phone Airport	46.14	159791	04/04/2023 1
Verizon Wireless	Data Processing	Feb 24 to March 23,2023 Backup Router	10.02	159791	04/04/2023 1
Verizon Wireless	City Manager	Feb 21 to March 20, 2023 Cell Phone City Admin	46.14	159791	04/04/2023 1
Verizon Wireless	Paved Streets	Feb 21 to March 20, 2023 Cell Phone Street Dept	46.14	159791	04/04/2023 1
Verizon Wireless	Engineering	Feb 21 to March 20, 2023 Cell Phone Engineering Dept	86.15	159791	04/04/2023 1
Verizon Wireless	Director of Finance	Feb 21 to March 20, 2023 Cell Phone Finance Dept	46.14	159791	04/04/2023 1
Verizon Wireless	Parks	Feb 21 to March 20, 2023 Cell Phone Parks Dept	92.28	159791	04/04/2023 1
Verizon Wireless	Planning & Zoning	Feb 21 to March 20, 2023 Cell Phone Planning & Zoning	46.14	159791	04/04/2023 1
Verizon Wireless	Crime Control & Investigation	Feb 21 to March 20, 2023 Cell Phone Police Dept	1,286.78	159791	04/04/2023 1
Verizon Wireless	Aquatic Park	Feb 21 to March 20, 2023 Cell Phone Aquatic Park	46.14	159791	04/04/2023 1
		Total for Verizon Wireless	1,798.21		
<u>Vermeer North Atlantic Sales & Service</u>					
Vermeer North Atlantic Sales & Service	Paved Streets	Vermeer Stump Cutter Model SC802	56,277.00	0	03/29/2023 1
		Total for Vermeer North Atlantic Sales & Service	56,277.00		
<u>VIA Actuarial Solutions</u>					
VIA Actuarial Solutions	Other General Gov't	Completion of Dec 31, 2022 GASB 67 for the FRA & Dec 31,2023 GAS	1,500.00	160002	04/17/2023 1
		Total for VIA Actuarial Solutions	1,500.00		
<u>Vinocopia, Inc</u>					
Vinocopia, Inc	Liquor - Mdse for Resale	Liquor	67.50	160016	04/18/2023 1
		Total for Vinocopia, Inc	67.50		
<u>Visit Fairmont</u>					
Visit Fairmont	CVB	Hotel/Motel Tax February 2023 due In March 2023 \$8,610.09 Less5%	8,179.58	159792	04/04/2023 1
		Total for Visit Fairmont	8,179.58		
<u>Voss Cleaning Services, Inc.</u>					
Voss Cleaning Services, Inc.	Library	April 2023 Cleaning Martin County Library	925.00	159832	04/06/2023 1
Voss Cleaning Services, Inc.	Airport	April 2023 Janitorial & Rug Service Airport	316.00	159933	04/12/2023 1
Voss Cleaning Services, Inc.	Incubator Building	April 2023 Janitorial & Rug Service Incubator	137.00	159832	04/06/2023 1
Voss Cleaning Services, Inc.	Paved Streets	April 2023 Janitorial & Rug Service Street & Park Dept	247.50	159832	04/06/2023 1
Voss Cleaning Services, Inc.	Fire Fighting	April 2023 Janitorial Services Fire Dept	389.00	159832	04/06/2023 1
Voss Cleaning Services, Inc.	General Government Buildings	April 2023 Cleaning City Hall	814.00	159832	04/06/2023 1
Voss Cleaning Services, Inc.	Parks	April 2023 Janitorial & Rug Service Street & Park Dept	247.50	159832	04/06/2023 1
Voss Cleaning Services, Inc.	SMEC Building	April 2023 Cleaning SMEC	992.00	159832	04/06/2023 1
		Total for Voss Cleaning Services, Inc.	4,068.00		
<u>Waste Management Of So MN</u>					
Waste Management Of So MN	Incubator Building	Refuse Removal March 2023 Incubator Bldg	432.59	160003	04/17/2023 1
		Total for Waste Management Of So MN	432.59		
<u>Wex Health, Inc.</u>					
Wex Health, Inc.	Health Insurance	March 2023 Admin Fees	167.75	0	04/13/2023 1
		Total for Wex Health, Inc.	167.75		
<u>Wine Merchants</u>					
Wine Merchants	Liquor - Mdse for Resale	Freight	1.98	159814	04/04/2023 1
Wine Merchants	Liquor - Mdse for Resale	Wine	96.00	159814	04/04/2023 1

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Wine Merchants	Liquor - Mdse for Resale	Wine	144.00	159814	04/04/2023 1
Wine Merchants	Liquor - Mdse for Resale	Freight	1.98	159814	04/04/2023 1
Wine Merchants	Liquor - Mdse for Resale	Wine	570.50	159814	04/04/2023 1
Wine Merchants	Liquor - Mdse for Resale	Freight	9.90	159814	04/04/2023 1
Wine Merchants	Liquor - Mdse for Resale	Wine	256.00	160017	04/18/2023 1
Wine Merchants	Liquor - Mdse for Resale	Freight	4.64	160017	04/18/2023 1
Total for Wine Merchants			1,085.00		
<u>Yeager Implement, Inc.</u>					
Yeager Implement, Inc.	Road & Bridge Equipment	Seal Kit #126	58.35	160004	04/17/2023 1
Yeager Implement, Inc.	Road & Bridge Equipment	Bit, Plane & Block	1,829.30	159935	04/12/2023 1
Total for Yeager Implement, Inc.			1,887.65		
<u>Ziegler, Inc.</u>					
Ziegler, Inc.	Road & Bridge Equipment	Shim #120	88.20	160039	04/18/2023 1
Ziegler, Inc.	Road & Bridge Equipment	Washers #120	243.26	160039	04/18/2023 1
Ziegler, Inc.	Ice & Snow Removal	Bolts & Nuts for Ice & Snow	445.87	160039	04/18/2023 1
Total for Ziegler, Inc.			777.33		
			1,126,956.40		