



City Council

Regular Meeting & Work Session Agenda

Monday, September 15, 2025
6:00 PM or immediately following
the EDA meeting
(whichever is later)
Elk River City Hall

- Regular meeting in Council Chambers
- Work Session meeting in Upper Town Conference Room immediately following regular meeting

1. CALL MEETING TO ORDER

2. PLEDGE OF ALLEGIANCE

3. CONSIDER AGENDA

4. CONSENT AGENDA

Considered to be routine and noncontroversial and will be approved by one motion. There will be no separate discussion of these items unless there is a request to remove the item from the consent agenda to the regular agenda.

4.1 September 2, 2025, Special Budget Minutes

4.2 September 2, 2025, Regular Minutes

4.3 Check Register

4.4 Temporary Liquor License: Aegir Brewing Company

4.5 On-Sale Intoxicating Liquor License: MFS Foods Inc., DBA Topsy on Main

4.6 2026 Flexible Benefits Plan

4.7 Hire Administrative Assistant for the Fire Department

5. OPEN FORUM

An opportunity to provide comments and feedback regarding items not on the agenda. Information provided in Open Forum will not be discussed at this meeting; rather, the information will be referred to staff and/or scheduled for discussion at a future meeting.

6. PRESENTATIONS, AWARDS, AND RECOGNITION

6.1 City of Elk River Volunteer of the Month

6.2 Proclamation: Constitution Week

7. PUBLIC HEARINGS

An opportunity for the public to express their opinions and raise questions pertaining to the agenda item. All comments become part of the official public record. For this reason, all comments must be made at the podium so they can be heard and recorded. Comments may also be provided in writing. There will not be deliberations, discussions, or answers to questions until the hearing is closed. It is important to be courteous and allow each presenter to comment before adding additional testimony.

7.1 Conditional Use Permit: Motor Vehicle Sales and Repair, Pavel Liashkovich - 15777 Jarvis St NW

7.2 Variance: Garage/Accessory Dwelling Unit Size, Jennifer Belde - 21131 Vernon St NW

7.3 Preliminary Plat: Prairie Haven, Gavin Hemmer - 13631 192 1/2 Ave NW

7.4 Resolution 25-46: Easement Vacation in Meadowsweet Hills, 13495 Ranch Road NW - Twin Cities Land Development

7.5 Pat Briggs Planned Unit Development (PUD): Two 79-unit Apartment Buildings, Land Use Amendment, Zone Change, and Ordinance Amendment - 17379 Twin Lakes Rd NW

8. GENERAL BUSINESS

Items in which the information is presented by city staff or consultants, then deliberation and action occur. General Business items are not opportunities to receive or provide public input. However, the presiding officer may, at its sole discretion, solicit public feedback.

8.1 Everlight Solar: Appeal of Revocation of Solicitor Licenses

8.2 Resolution 25-47: Approve Orono Lake Improvement District 2026 Budget

8.3 Orono Lake Eurasian Watermilfoil Treatment Cost Share

8.4 Resolutions 25-48 and 25-49 for Land Purchase Agreements with Coborns (PID 75-00566-0220 and PID 75-00566-0210)

8.5 Fire Station #1, Northbound, and Cannabound Construction Manager at Risk Agreements

8.6 Set Budget Meeting Date and Adopt Resolution 25-50 Preliminary 2026 Tax Levy

8.7 EDA Resolution 25-51 and HRA Resolution 25-52 - 2026 Budget and Tax Levy

9. MOTION TO ADJOURN REGULAR MEETING

10. WORK SESSION

Work Sessions are less formal meetings to encourage dialog. Official action or votes are not typically taken. At the conclusion of a discussion, a simple consensus provides staff direction for execution of the item. This portion of the agenda is audio recorded but not video recorded or broadcast. Work Sessions are open to the public; however, visitors who wish to provide input must be invited by the presiding officer, assume a seat at the discussion table and provide their full name and address for the official record.

10.1 E-bike/Electric Scooter on Sidewalks

10.2 Parking Policy on Streets Near Park/Trail Access Points

10.3 Discuss the 193rd Avenue and Evans Street Intersection

11. MOTION TO ADJOURN

12. INFORMATION

12.1 August Financial Reports

The Elk River Vision

A welcoming community with revolutionary and spirited resourcefulness, exceptional service, and community engagement that encourages and inspires prosperity





**Meeting of the City Council
Held at the Elk River City Hall
Tuesday, September 2, 2025**

Members Present: Mayor John Dietz, Councilmember Cory Grupa, Councilmember J. Brian Calva, Councilmember Mike Beyer, Councilmember Jennifer Wagner

Members Absent: None

Staff Present: City Administrator Cal Portner, Business Services Director/Assistant City Administrator Joe Stremcha, Finance Manager Lori Stich, Accountant Jill Knutson, Community Development Director Zack Carlton, Building Official Mark Pistulka, IT Manager Seth Calvin, Human Resources Manager Lauren Wipper, Police Chief David Kuhnly, Police Captain Darren McKernan, Police Captain Joe Gacke, Fire Chief Mark Dickinson, Assistant Fire Chief Joe Libor, Jr., Deputy Fire Chief Casey Neumann, and City Clerk Tina Allard

1. CALL MEETING TO ORDER

Pursuant to due call and notice thereof, the meeting was called to order at 4:01 p.m.

2. PLEDGE OF ALLEGIANCE

There was no Pledge of Allegiance due to it being performed at the regular City Council meeting.

3. 2026 BUDGET

3.1 2026 Budget

Various departments presented their 2026 proposed goals and budget.

Community Event Center

It was noted that a battery for the Zamboni would cost \$20,000, and Councilmember Beyer asked if these types of expenses could be included in the Capital Improvement Plan. The Council noted it was great to see a profit in the center's 2025 budget.

Human Resources

Mr. Portner noted that staff are reviewing other software options over UKG that could be less expensive and more efficient, noting the city is not utilizing everything in the program, and the customer service is poor for smaller entities.

Police

Mayor Dietz stated St. Andrews Church may have an interest in police liaison services, and they are willing to pay for the service. Chief Kuhnly noted they would reach out to them.

Mayor Dietz questioned why dues and subscriptions were increasing by \$22,000. Captain Gacke stated they were looking to purchase Cellebrite, a software that performs cell phone analytics. He noted most crimes they investigate now involve cell phones. He further explained how the phone companies can lock down these phones within 72 hours and the city has lost out on a lot of investigative case data and not been able to solve crimes as a result. He stated they have worked with the county to try and get this data, but most times the county doesn't get the data extracted in time due to other agency requests so they'd like to bring it in-house.

Councilmember Wagner stated a breakdown of cloud-based programs would be helpful, wanting to know which is software or equipment, and which are ongoing or one-time purchases.

4. MOTION TO ADJOURN

Moved by Councilmember Wagner and seconded by Councilmember Grupa to adjourn the meeting of City Council. Motion Carried 5-0.

The meeting adjourned at 5:51 p.m.

Minutes prepared by City Clerk Tina Allard.

John J. Dietz, Mayor

Tina Allard, City Clerk



**Meeting of the City Council
Held at the Elk River City Hall
Tuesday, September 2, 2025**

Members Present: Mayor John Dietz, Councilmember Cory Grupa, Councilmember J. Brian Calva, Councilmember Mike Beyer, Councilmember Jennifer Wagner

Members Absent: None

Staff Present: City Administrator Cal Portner, Business Services Director/Assistant City Administrator Joe Stremcha, Police Chief David Kuhnly, Police Captain Darren McKernan, Police Captain Joe Gacke and City Clerk Tina Allard

1. CALL MEETING TO ORDER

Pursuant to due call and notice thereof, the meeting was called to order at 6:30 p.m.

2. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was recited.

3. CONSIDER AGENDA

Moved by Councilmember Wagner and seconded by Councilmember Beyer to approve the agenda. Motion Carried 5-0.

4. CONSENT AGENDA

Moved by Councilmember Calva and seconded by Councilmember Grupa to approve the following consent items as outlined in their respective staff reports. Motion Carried 5-0.

4.1 August 18, 2025, Minutes

4.2 Check Register

4.3 Resolution 25-45 approving Joint Powers Agreement between the Minnesota Bureau of Criminal Apprehension and the City of Elk River Prosecutor's Office, Agreements 25-18 and 25-19.

4.4 Agreement 25-20 approving Joint Powers Agreement for Traffic Safety Vehicle Program Among the Cities of Elk River, Big Lake, Becker, and the County of Sherburne.

4.5 Severance Agreement and Waiver of Claims

4.6 Approve Sale of Temporary and Permanent Easement to Sherburne County, Minnesota

4.7 Agreement 25-21: Accept Quote for Dredging of Municipal Pond

4.8 Temporary On-Sale Liquor License: Davis-Darrow-Meyer American Legion Post 112

4.9 Employee Termination

5. OPEN FORUM

No one appeared for open forum.

6. PRESENTATIONS, AWARDS, AND RECOGNITION

7. PUBLIC HEARINGS

There were no public hearings.

8. GENERAL BUSINESS

8.1 Discuss Work Session Items

Mayor Dietz questioned when the discussion about fire station funding would occur. Mr. Portner stated either September 15 or October 6.

8.2 Public Safety Aid for Community Engagement Items

The staff report was presented.

Moved by Councilmember Calva and seconded by Councilmember Grupa to approve the use of Public Safety Aid to purchase community engagement items. Motion Carried 5-0.

9. COUNCIL LIAISON UPDATES

9.1 Council Liaison Updates

The Councilmembers provided updates as outlined in the respective advisory board's minutes.

10. MOTION TO ADJOURN

Moved by Councilmember Beyer and seconded by Councilmember Wagner to adjourn the meeting of City Council. Motion Carried 5-0.

The meeting adjourned at 6:39 p.m.

II. WORK SESSION

II.I 2026 Budget Discussion

Mayor Dietz provided a handout of his budget cut recommendations. He noted the following:

- Take \$450,000 from the liquor store fund instead of \$850,000.
- Take \$200,000 from the General Fund Reserve, which will still leave it at 41–42%.
- \$250,000 in budget cuts in employee-requested positions.
- \$200,000 in items that can be prepaid in 2025. He further stated he could not find many items to prepay.

He noted that, even with all these suggested changes, the city would still be at a 5.4% budget increase. He was hoping for a levy increase of about 4%.

Councilmember Wagner concurred with not adding positions. She was hoping we could prepay more than \$200,000 of any one-time purchases from the 2025 budget. She noted a significant amount of new software and technology being requested and asked if all had to be implemented this year.

The Council asked for a chart listing software charges. Mr. Portner stated it may be difficult to complete before the next budget meeting. Councilmember Grupa stated that he is not in favor of any new technology if the Council can't have the data to make an informed decision.

Councilmember Beyer stated he would like to revisit the liquor store fund balance year-over-year.

Councilmember Wagner questioned the purchase of the Celebrate software and whether staff could work with the county to get the cell phone data needed in less than 72 hours.

Mr. Portner explained the proposed personnel changes. He noted the added accountant cost will be partially offset by moving the parks and rec admin/finance assistant out of the General Fund and to the Liquor Fund to handle liquor invoices. He stated the fire administration assistant is being hired as a part-time employee, which would offset some of the cost of the new fire position. The Council asked for updated data on these positions.

The Council concurred with scheduling a special budget meeting for September 15 at 4:00 p.m.

The Council concurred that a 4 % levy increase would be the goal.

Councilmember Beyer asked Mr. Portner to provide options to reduce the budget to get to 4%.

Moved by Councilmember Wagner and seconded by Councilmember Beyer to adjourn the meeting of City Council. Motion Carried 5-0.

The meeting adjourned at 7:06 p.m.

Minutes prepared by City Clerk Tina Allard.

John J. Dietz, Mayor

Tina Allard, City Clerk

DRAFT



Request for Action

To
City Council

Item Number
4.3

Meeting Date
September 15, 2025

Prepared By
Amy Stangler, Accounting Clerk

Item Description
Check Register

Reviewed by
Lori Stich
Joe Stremcha
Cal Portner
Tina Allard

Action Requested
Approve, by motion, the check registers for the period ending September 15, 2025.

Background/Discussion
The details for the period ending September 15, 2025, are attached to this request for action.

Total for All Funds	\$758,190.56
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Financial Impact
N/A

Mission/Policy/Goal
N/A

Attachments
1. 4.3 at1 Check Register
2. 4.3 at2 Check Register

The Elk River Vision

A welcoming community with revolutionary and spirited resourcefulness, exceptional service, and community engagement that encourages and inspires prosperity

Report Criteria:

Invoice Detail.GL account (3 Characters) = {<>} "920"

Invoice Detail.GL account (3 Characters) = {<>} "910"

Invoice Detail.Created by = {<>} "jdengerud"

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
AIRGAS USA LLC						
101						
9500923540	1	MEDICAL OXYGEN	Invoice	09/02/2025	132.95	101-4-2120-4219
Total 10379 AIRGAS USA LLC:					132.95	
ASPEN MILLS						
101						
360144	1	UNIFORMS - FIRKUS	Invoice	08/27/2025	278.85	101-4-2120-4217
101						
360240	1	UNIFORMS - MOEHLE	Invoice	08/28/2025	120.00	101-4-2320-4217
101						
360344	1	UNIFORMS - REIGHARD	Invoice	08/29/2025	436.10	101-4-2320-4217
101						
360530	1	UNIFORMS - ERICKSON	Invoice	09/03/2025	535.10	101-4-2320-4217
Total 10749 ASPEN MILLS:					1,370.05	
BARBARA KENNEY						
101						
8-28-25 FM	1	FARMERS MARKET AUG	Invoice	08/28/2025	50.00	101-4-5230-4219
Total 13397 BARBARA KENNEY:					50.00	
BMI						
101						
12312667	1	MUSIC LICENSE	Invoice	09/02/2025	446.00	101-4-1120-4319
Total 11566 BMI:					446.00	
CIERRA MOORE						
101						
8-28-25 FM	1	FARMERS MARKET AUG	Invoice	08/28/2025	25.00	101-4-5230-4219
Total 15074 CIERRA MOORE:					25.00	
DARAMOON OR MARY SENG						
101						
8-28-25 FM	1	FARMERS MARKET AUG	Invoice	08/28/2025	205.00	101-4-5230-4219
Total 13336 DARAMOON OR MARY SENG:					205.00	
GREEN HAVEN FARM MARKET L						
101						
8-28-25 FM	1	FARMERS MARKET AUG	Invoice	08/28/2025	377.00	101-4-5230-4219
Total 14763 GREEN HAVEN FARM MARKET L:					377.00	
JOLENE SINGH						
101						
8-28-25 FM	1	FARMERS MARKET AUG	Invoice	08/28/2025	30.00	101-4-5230-4219

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
Total 13384 JOLENE SINGH:					30.00	
JONATHAN HOPKINS						
101						
8-28-25 FM	1	FARMERS MARKET AUG	Invoice	08/28/2025	89.00	101-4-5230-4219
Total 14761 JONATHAN HOPKINS:					89.00	
JORDAN DEMARS						
101						
8-28-25 FM	1	FARMERS MARKET AUG	Invoice	08/28/2025	553.00	101-4-5230-4219
Total 13034 JORDAN DEMARS:					553.00	
JOSIAH CHRISTENSEN						
101						
8-28-25 FM	1	FARMERS MARKET AUG	Invoice	08/28/2025	193.00	101-4-5230-4219
Total 14506 JOSIAH CHRISTENSEN:					193.00	
KISER CONSTRUCTION						
101						
13049	1	MITIGATION - PSB WATER DAMAGE	Invoice	08/26/2025	1,961.06	101-4-2190-4401
Total 23107 KISER CONSTRUCTION:					1,961.06	
LACEY HARMS						
101						
8-28-25 FM	1	FARMERS MARKET AUG	Invoice	08/28/2025	59.00	101-4-5230-4219
Total 15337 LACEY HARMS:					59.00	
MINNESOTA EQUIPMENT						
101						
P58463	1	PARTS	Invoice	09/08/2025	35.19	101-4-3120-4221
Total 12620 MINNESOTA EQUIPMENT:					35.19	
OPG-3 INC.						
101						
9130	1	LASERFICHE MAINTENANCE	Invoice	09/02/2025	11,972.04	101-4-1210-4404
Total 12886 OPG-3 INC.:					11,972.04	
PRINCETON RENTAL INC						
101						
1-577344	1	RENTAL - LOG SPLITTER	Invoice	09/04/2025	169.20	101-4-5110-4415
101						
1-577394	1	SUPPLIES	Invoice	09/04/2025	87.29	101-4-5110-4219
101						
1-577396	1	SUPPLIES	Invoice	09/04/2025	333.89	101-4-5110-4219
Total 10469 PRINCETON RENTAL INC:					590.38	
SARA RUTTEN						

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
101						
8-28-25 FM	1	FARMERS MARKET AUG	Invoice	08/28/2025	50.00	101-4-5230-4219
Total 15062 SARA RUTTEN:					50.00	
STEP SAVER INC						
101						
187052	1	BULK SALT -- POLICE DEPARTMENT	Invoice	08/27/2025	94.50	101-4-2190-4219
Total 13048 STEP SAVER INC:					94.50	
TRADEWINDS ELECTRIC, LLC						
221						
25311	1	POPCORN MACHINE OUTLET ADDITI	Invoice	08/26/2025	826.02	221-4-5400-4401
221						
25312	1	TROUBLESHOOT AND CHANGE BRE	Invoice	08/26/2025	300.00	221-4-5400-4401
Total 34572 TRADEWINDS ELECTRIC, LLC:					1,126.02	
AMAZON CAPITAL SERVICES						
602						
1JCC-FGKN-4YMR	1	SUPPLIES	Invoice	08/28/2025	49.95	602-4-9020-4219
602						
1KFQ-K4G4-1JWX	1	SUPPLIES	Invoice	08/25/2025	51.77	602-4-9020-4219
602						
11MP-N7LK-CD44	1	BACKUP CAMERA	Invoice	09/02/2025	76.94	602-4-9020-4219
101						
1316-YR99-CN1G	1	PROPERTY ROOM SUPPLIES	Invoice	08/27/2025	381.09	101-4-2130-4219
101						
1316-YR99-CQDQ	1	SUPPLIES	Invoice	08/27/2025	30.38	101-4-2310-4201
101						
17KT-RF4X-6CQ4	1	SUPPLIES	Invoice	09/03/2025	9.99	101-4-1350-4219
605						
17XY-CV73-31QR	1	FARMERS MARKET TOTE BAGS	Invoice	08/26/2025	153.00	605-4-9210-4219
101						
1CCV-NXPM-FQ7L	1	COFFEE CREAMER	Invoice	08/27/2025	59.99	101-4-2190-4219
101						
1KJK-HJ7N-JNYF	1	FARMERS MARKET STORAGE YMCA	Invoice	09/02/2025	145.99	101-4-5230-4219
101						
1LPL-WCYN-6JM1	1	PATROL SUPPLIES	Invoice	09/03/2025	32.85	101-4-2120-4219
101						
1N76-4974-39JX	1	SUPPLIES	Invoice	09/03/2025	36.66	101-4-2310-4201
602						
1QHY-JPCL-W76P	1	SUPPLIES - CAMERA PLATFORM	Invoice	08/25/2025	39.99	602-4-9020-4219
602						
1TD4-HPXQ-1RLM	1	SUPPLIES	Invoice	08/25/2025	103.93	602-4-9020-4219
101						
1VYM-Y1LV-7KCG	1	DRONE SUPPLIES	Invoice	08/27/2025	29.39	101-4-2120-4219
221						
1W4R-K4QQ-KRQP	1	ICE CHIPPER	Invoice	08/29/2025	62.68	221-4-5400-4219
101						
1WP7-W4KD-3TVT	1	SUPPLIES	Invoice	09/03/2025	18.99	101-4-1350-4219
221						
1YDF-L3N9-7YXD	1	ICE CHIPPER	Invoice	09/05/2025	31.34	221-4-5400-4219
Total 13706 AMAZON CAPITAL SERVICES:					1,314.93	

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
AMBER BRICK						
101						
8-28-25 FM	1	FARMERS MARKET JUL	Invoice	08/28/2025	20.00	101-4-5230-4219
101						
8-28-25 FM	2	FARMERS MARKET AUG	Invoice	08/28/2025	15.00	101-4-5230-4219
Total 52473 AMBER BRICK:					35.00	
ARTISAN BEER COMPANY						
603						
3792655	1	BEER	Invoice	08/27/2025	358.45	603-4-9111-4252
603						
3792656	1	THC PRODUCTS	Invoice	08/27/2025	68.60	603-4-9111-4256
603						
3792657	1	BEER	Invoice	08/27/2025	193.90	603-4-9151-4252
Total 12167 ARTISAN BEER COMPANY:					620.95	
ARVIG						
602						
3097643 - 08/28/25	1	PHONE SVCS - WW 8/28-9/27/25	Invoice	08/28/2025	96.40	602-4-9010-4321
Total 14662 ARVIG:					96.40	
ASCENTEK CORP						
101						
3909188	1	BULK OIL	Invoice	09/04/2025	1,301.13	101-4-3150-4212
101						
3911682	1	WINDSHIELD WASH	Invoice	09/07/2025	179.85	101-4-2120-4221
Total 52406 ASCENTEK CORP:					1,480.98	
ASSA ABLOY						
603						
SEI 1897869	1	MAIN ENTRY REPAIR MAINT	Invoice	08/27/2025	350.87	603-4-9152-4404
Total 14628 ASSA ABLOY:					350.87	
ATLAS STAFFING, INC						
101						
699494	1	TEMP STAFF - FRONT DESK	Invoice	08/31/2025	1,288.00	101-4-1210-4409
Total 52380 ATLAS STAFFING, INC:					1,288.00	
BARRY L. BROOKS						
101						
8-28-25 FM	1	FARMERS MARKET AUG	Invoice	08/28/2025	720.00	101-4-5230-4219
Total 50192 BARRY L. BROOKS:					720.00	
BEE SWEET HONEY						
101						
8-28-25 FM	1	FARMERS MARKET AUG	Invoice	08/28/2025	753.00	101-4-5230-4219
Total 13817 BEE SWEET HONEY:					753.00	

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
BERNICK'S						
603						
10395800	1	POP	Invoice	08/27/2025	142.20	603-4-9111-4255
603						
10395801	1	THC PRODUCTS	Invoice	08/27/2025	606.50	603-4-9111-4256
603						
10395802	1	BEER	Invoice	08/27/2025	2,229.40	603-4-9111-4252
603						
10395803	1	BEER CREDIT	Invoice	08/27/2025	124.40-	603-4-9111-4252
603						
10395804	1	POP/MISC	Invoice	08/27/2025	38.48	603-4-9151-4255
603						
10395805	1	BEER	Invoice	08/27/2025	562.35	603-4-9151-4252
603						
10395806	1	BEER CREDIT	Invoice	08/27/2025	26.40-	603-4-9151-4252
603						
10398595	1	POP/MISC	Invoice	09/03/2025	18.48	603-4-9111-4255
603						
10398596	1	THC PRODUCTS	Invoice	09/03/2025	79.80	603-4-9111-4256
603						
10398597	1	BEER	Invoice	09/03/2025	2,811.60	603-4-9111-4252
603						
10398598	1	BEER CREDIT	Invoice	09/03/2025	10.56-	603-4-9111-4252
603						
10398599	1	POP/MISC	Invoice	09/03/2025	126.76	603-4-9151-4255
603						
10398600	1	THC PRODUCTS	Invoice	09/03/2025	201.80	603-4-9151-4256
603						
10398601	1	BEER	Invoice	09/03/2025	1,095.60	603-4-9151-4252
603						
10398602	1	BEER	Invoice	09/03/2025	27.65	603-4-9151-4252
Total 11950 BERNICK'S:					7,779.26	
BLACKHAWK PEST CONTROL, LLC						
221						
51426	1	PEST CONTROL-FTCENTER	Invoice	08/25/2025	125.00	221-4-5400-4401
101						
51428	1	PEST CONTROL - CITY HALL	Invoice	08/25/2025	125.00	101-4-1600-4401
101						
51429	1	PEST CONTROL - PUBLIC SAFETY	Invoice	08/25/2025	130.00	101-4-2190-4401
211						
51430	1	PEST CONTROL-LIBRARY	Invoice	08/25/2025	82.50	211-4-5600-4401
101						
51431	1	PEST CONTROL-FS 1	Invoice	08/25/2025	52.50	101-4-2310-4401
603						
51432	1	PEST CONTROL-WB	Invoice	08/25/2025	55.56	603-4-9152-4404
603						
51433	1	PEST CONTROL - NB	Invoice	08/25/2025	64.19	603-4-9112-4404
Total 14717 BLACKHAWK PEST CONTROL, LLC:					634.75	
BLAINE LOCK & SAFE, INC						
101						
33674	1	KEYS CUT	Invoice	08/25/2025	186.00	101-4-2190-4401

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
Total 12256 BLAINE LOCK & SAFE, INC:					186.00	
BOM FOODS						
101						
8-28-25 FM	1	FARMERS MARKET AUG	Invoice	08/28/2025	30.00	101-4-5230-4219
Total 52291 BOM FOODS:					30.00	
BRADLEY CATTADORIS						
101						
20250219ER1 9/25/25	1	FM MUSIC 9/25/25	Invoice	02/19/2025	175.00	101-4-5230-4409
Total 14484 BRADLEY CATTADORIS:					175.00	
BREAKTHRU BEVERAGE MINNESOTA						
603						
123064111	1	BEER	Invoice	08/28/2025	152.40	603-4-9151-4252
603						
123064591	1	LIQUOR	Invoice	08/28/2025	2,081.57	603-4-9151-4251
603						
123064591	2	FREIGHT	Invoice	08/28/2025	31.53	603-4-9151-4332
603						
123064592	1	LIQUOR	Invoice	08/28/2025	2,210.10	603-4-9151-4251
603						
123064592	2	FREIGHT	Invoice	08/28/2025	44.95	603-4-9151-4332
603						
413920083	1	LIQUOR CREDIT	Invoice	09/04/2025	127.00-	603-4-9151-4251
603						
413920083	2	FREIGHT CREDIT	Invoice	09/04/2025	1.45-	603-4-9151-4332
Total 8002 BREAKTHRU BEVERAGE MINNESOTA:					4,392.10	
603						
123064125	1	BEER	Invoice	08/28/2025	570.00	603-4-9111-4252
603						
123064676	1	LIQUOR	Invoice	08/28/2025	13,410.85	603-4-9111-4251
603						
123064676	2	FREIGHT	Invoice	08/28/2025	186.07	603-4-9111-4332
603						
123064677	1	WINE	Invoice	08/28/2025	2,600.00	603-4-9111-4253
603						
123064677	2	FREIGHT	Invoice	08/28/2025	39.15	603-4-9111-4332
Total 12893 BREAKTHRU BEVERAGE MINNESOTA:					16,806.07	
BRIDGEVIEW GARDENS						
101						
8-28-25 FM	1	FARMERS MARKET AUG	Invoice	08/28/2025	10.00	101-4-5230-4219
Total 52292 BRIDGEVIEW GARDENS:					10.00	
BRUCE WRY						
101						
8-28-25 FM	1	FARMERS MARKET AUG	Invoice	08/28/2025	771.00	101-4-5230-4219

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
Total 13031 BRUCE WRY:					771.00	
C & L DISTRIBUTING CO						
603						
2162630	1	BEER	Invoice	08/27/2025	7,370.35	603-4-9151-4252
603						
2166377	1	LIQUOR	Invoice	09/02/2025	78.00	603-4-9151-4251
603						
2166378	1	BEER	Invoice	09/02/2025	2,719.35	603-4-9151-4252
Total 8003 C & L DISTRIBUTING CO:					10,167.70	
603						
1839001435	1	BEER CREDIT	Invoice	08/27/2025	13.55-	603-4-9111-4252
603						
1839001439	1	BEER CREDIT	Invoice	09/02/2025	16.35-	603-4-9111-4252
603						
2163551	1	LIQUOR	Invoice	08/27/2025	1,643.50	603-4-9111-4251
603						
2163671	1	BEER	Invoice	08/27/2025	15,976.10	603-4-9111-4252
603						
2163983	1	THC PRODUCTS	Invoice	08/27/2025	296.96	603-4-9111-4256
603						
2165518	1	LIQUOR	Invoice	09/02/2025	493.90	603-4-9111-4251
603						
2165519	1	BEER	Invoice	09/02/2025	5,291.85	603-4-9111-4252
603						
2166025	1	BEER	Invoice	09/02/2025	295.50	603-4-9111-4252
603						
2169202	1	BEER	Invoice	09/08/2025	2,510.50	603-4-9111-4252
Total 13375 C & L DISTRIBUTING CO:					26,478.41	
CENTERPOINT ENERGY						
101						
14577-3 JUL 25	1	NATURAL GAS	Invoice	08/28/2025	4,682.37	101-4-1600-4389
101						
14577-3 JUL 25	2	NATURAL GAS	Invoice	08/28/2025	306.54	101-4-2190-4389
603						
14577-3 JUL 25	3	NATURAL GAS	Invoice	08/28/2025	54.25	603-4-9152-4389
221						
14577-3 JUL 25	4	NATURAL GAS	Invoice	08/28/2025	8,440.63	221-4-5400-4389
602						
14577-3 JUL 25	5	NATURAL GAS	Invoice	08/28/2025	185.62	602-4-9020-4389
603						
14577-3 JUL 25	6	NATURAL GAS	Invoice	08/28/2025	53.23	603-4-9112-4389
101						
14577-3 JUL 25	7	NATURAL GAS	Invoice	08/28/2025	192.77	101-4-2310-4389
Total 13845 CENTERPOINT ENERGY:					13,915.41	
CHAD ORGON						
101						
8-22-25 ORGON	1	REIM UNIFORM - ORGON	Invoice	08/29/2025	99.95	101-4-2150-4217

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
Total 52471 CHAD ORGON:					99.95	
CHERNOU LEE						
101						
8-28-25 FM	1	FARMERS MARKET AUG	Invoice	08/28/2025	313.00	101-4-5230-4219
Total 13329 CHERNOU LEE:					313.00	
CINTAS CORPORATION LOC 470						
602						
4241760974	1	UNIFORM RENTAL/CLEANING	Invoice	08/29/2025	153.88	602-4-9020-4417
603						
4241761378	1	MATS, TOWELS, SCRAPERS, MOPS	Invoice	08/29/2025	52.31	603-4-9112-4404
603						
4241768099	1	MATS, TOWELS, SCRAPER, MOPS	Invoice	08/29/2025	55.08	603-4-9152-4404
602						
4242470439	1	UNIFORM RENTAL/CLEANING	Invoice	09/05/2025	164.33	602-4-9020-4417
603						
4242470631	1	MATS, TOWELS, SCRAPERS, MOPS	Invoice	09/05/2025	52.31	603-4-9112-4404
603						
4242477527	1	MATS, TOWELS, SCRAPERS, MOPS	Invoice	09/05/2025	37.91	603-4-9152-4404
Total 14080 CINTAS CORPORATION LOC 470:					515.82	
CLAYTON ASWEGAN						
101						
8-21-25 ASWEGAN	1	REIMB UNIFORM - ASWEGAN	Invoice	08/21/2025	299.99	101-4-2130-4217
Total 15130 CLAYTON ASWEGAN:					299.99	
CRISIS SYSTEMS MANAGEMENT, LLC						
101						
66363	1	TRAINING - WINDELS	Invoice	09/03/2025	125.00	101-4-2120-4331
Total 52472 CRISIS SYSTEMS MANAGEMENT, LLC:					125.00	
CRYSTAL SPRINGS ICE						
603						
3-501364	1	ICE	Invoice	08/26/2025	207.76	603-4-9111-4255
603						
3-501364	2	FREIGHT	Invoice	08/26/2025	4.00	603-4-9111-4332
603						
3-501368	1	ICE	Invoice	08/26/2025	165.20	603-4-9151-4255
603						
3-501368	2	FREIGHT	Invoice	08/26/2025	4.00	603-4-9151-4332
603						
3-501407	1	ICE	Invoice	08/29/2025	37.84	603-4-9111-4255
603						
3-501407	2	FREIGHT	Invoice	08/29/2025	4.00	603-4-9111-4332
603						
3-501441	1	ICE	Invoice	09/03/2025	172.48	603-4-9111-4255
603						
3-501441	2	FREIGHT	Invoice	09/03/2025	4.00	603-4-9111-4332
603						
3-501445	1	ICE	Invoice	09/03/2025	82.56	603-4-9151-4255

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
603						
3-501445	2	FREIGHT	Invoice	09/03/2025	4.00	603-4-9151-4332
603						
3-501486	1	ICE	Invoice	09/08/2025	196.16	603-4-9111-4255
603						
3-501486	2	FREIGHT	Invoice	09/08/2025	4.00	603-4-9111-4332
Total 52407 CRYSTAL SPRINGS ICE:					886.00	
CUB FOODS						
221						
104304148682	1	CONCESSIONS/CATERING FOOD	Invoice	08/29/2025	2.99	221-4-5430-4259
221						
104304148682	2	PLASTIC BAGS FOR DEPOSITS	Invoice	08/29/2025	5.69	221-4-5400-4219
Total 15550 CUB FOODS:					8.68	
DACOTAH PAPER CO						
602						
16998	1	CLEANING SUPPLIES/TOILET PAPER	Invoice	09/04/2025	1,090.36	602-4-9020-4219
Total 15887 DACOTAH PAPER CO:					1,090.36	
DAHLHEIMER BEVERAGE, LLC						
603						
2557445	1	BEER CREDIT	Invoice	08/25/2025	456.66-	603-4-9151-4252
603						
2559558	1	BEER	Invoice	08/28/2025	6,357.32	603-4-9151-4252
603						
2559558	2	LIQUOR CREDIT	Invoice	08/28/2025	7.83-	603-4-9151-4251
603						
2559855	1	LIQUOR	Invoice	08/28/2025	47.00	603-4-9151-4251
603						
2559856	1	BEER	Invoice	08/28/2025	45.00	603-4-9151-4252
603						
2559857	1	THC PRODUCTS	Invoice	08/28/2025	67.00	603-4-9151-4256
603						
2561874	1	THC PRODUCTS	Invoice	09/02/2025	74.00	603-4-9151-4256
603						
2561876	1	BEER	Invoice	09/02/2025	180.00	603-4-9151-4252
603						
2561877	1	BEER	Invoice	09/02/2025	7,436.35	603-4-9151-4252
603						
2563571	1	BEER	Invoice	09/05/2025	4,107.60	603-4-9151-4252
603						
2564892	1	LIQUOR	Invoice	09/05/2025	235.00	603-4-9151-4251
Total 8005 DAHLHEIMER BEVERAGE, LLC:					18,084.78	
603						
2560092	1	BEER	Invoice	08/28/2025	412.00	603-4-9111-4252
603						
2560092	2	LIQUOR	Invoice	08/28/2025	940.00	603-4-9111-4251
603						
2560093	1	THC PRODUCTS	Invoice	08/28/2025	532.00	603-4-9111-4256
603						
2560094	1	BEER	Invoice	08/28/2025	15,915.10	603-4-9111-4252

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
603						
2561783	1	THC PRODUCTS	Invoice	09/02/2025	162.00	603-4-9111-4256
603						
2561837	1	BEER	Invoice	09/02/2025	6,814.70	603-4-9111-4252
603						
2565391	1	THC PRODUCTS	Invoice	09/04/2025	144.00	603-4-9111-4256
603						
2565392	1	BEER	Invoice	09/04/2025	7,552.45	603-4-9111-4252
603						
2567285	1	BEER	Invoice	09/08/2025	14,635.90	603-4-9111-4252
Total 15900 DAHLHEIMER BEVERAGE, LLC:					47,108.15	
DENISE YURKEW						
101						
8-28-25 FM	1	FARMERS MARKET AUG	Invoice	08/28/2025	54.00	101-4-5230-4219
Total 13907 DENISE YURKEW:					54.00	
E C M PUBLISHERS INC						
101						
1062752	1	ORDINANCE - CITY ZONING AMEND	Invoice	08/23/2025	172.00	101-4-1510-4359
101						
1063683	1	WINDOW ENVELOPES-FINANCE	Invoice	08/25/2025	203.00	101-4-1310-4201
101						
1063696	1	BUSINESS CARDS-BOWNES	Invoice	08/26/2025	37.00	101-4-2110-4201
101						
1063697	1	BUSINESS CARDS-ECKSTROM	Invoice	08/26/2025	37.00	101-4-2110-4201
101						
1064124	1	JOB AD - PT BLDG PERMIT TECH	Invoice	08/31/2025	65.40	101-4-2410-4219
221						
1064125	1	JOB AD - OVERLOOK BARTENDER	Invoice	08/31/2025	60.40	221-4-5400-4219
Total 17000 E C M PUBLISHERS INC:					574.80	
EDWIN PELARSKI						
101						
9-3-25 PELARSKI	1	UNIFORM ALLOWANCE-PELARSKI	Invoice	09/03/2025	229.20	101-4-1600-4217
Total 29379 EDWIN PELARSKI:					229.20	
EHLERS & ASSOCIATES, INC						
245						
102436	1	INCENTIVE MODELLING - CDI	Invoice	08/11/2025	1,067.50	245-4-6210-4319
Total 17287 EHLERS & ASSOCIATES, INC:					1,067.50	
ELK RIVER AREA CHAMBER OF COMMERCE						
603						
17499	1	MEMBERSHIP DUES & VOL CONTR -	Invoice	09/04/2025	272.50	603-4-9112-4433
603						
17499	2	MEMBERSHIP DUES & VOL CONTR -	Invoice	09/04/2025	272.50	603-4-9152-4433
Total 17355 ELK RIVER AREA CHAMBER OF COMMERCE:					545.00	
ELK RIVER GREENHOUSE LLC						

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
101						
8-28-25 FM	1	FARMERS MARKET AUG	Invoice	08/28/2025	426.00	101-4-5230-4219
Total 11695 ELK RIVER GREENHOUSE LLC:					426.00	
ELK RIVER MUNICIPAL UTILITIES						
603						
8-27-25 ERMU	1	WATER/ELECTRIC	Invoice	08/27/2025	3,907.73	603-4-9112-4389
101						
8-27-25 ERMU	2	WATER/ELECTRIC	Invoice	08/27/2025	2,394.93	101-4-5110-4389
602						
8-27-25 ERMU	3	ELECTRIC	Invoice	08/27/2025	798.46	602-4-9050-4389
101						
8-27-25 ERMU	4	ELECTRIC	Invoice	08/27/2025	175.83	101-4-2330-4389
101						
8-27-25 ERMU	5	ELECTRIC	Invoice	08/27/2025	2,410.59	101-4-2310-4389
101						
9-3-25 ERMU	1	WATER/ELECTRIC	Invoice	09/03/2025	5,329.08	101-4-5110-4389
602						
9-3-25 ERMU	2	ELECTRIC	Invoice	09/03/2025	1,786.40	602-4-9050-4389
101						
9-3-25 ERMU	3	ELECTRIC	Invoice	09/03/2025	141.37	101-4-2330-4389
101						
9-3-25 ERMU	4	ELECTRIC	Invoice	09/03/2025	64.15	101-4-2190-4389
101						
9-3-25 ERMU	5	ELECTRIC	Invoice	09/03/2025	32.31	101-4-5110-4389
Total 17700 ELK RIVER MUNICIPAL UTILITIES:					17,040.85	
ELK RIVER WINLECTRIC						
602						
418102 01	1	ELECTRICAL BOX	Invoice	08/28/2025	159.76	602-4-9050-4219
Total 17890 ELK RIVER WINLECTRIC:					159.76	
EXCEPTIONAL OUTDOORS LLC						
290						
2518	1	CODE ENFORCEMENT MOWING - 13	Invoice	07/07/2222	525.00	290-4-1210-4409
290						
2546	1	CODE ENFORCEMENT MOWING - 62	Invoice	08/28/2025	175.00	290-4-1210-4409
Total 52261 EXCEPTIONAL OUTDOORS LLC:					700.00	
FASTENAL COMPANY						
101						
MNELK143653	1	SUPPLIES - VENDING	Invoice	08/29/2025	353.34	101-4-3150-4219
101						
MNELK143653	2	SUPPLIES - VENDING	Invoice	08/29/2025	39.27	101-4-3150-4219
Total 18453 FASTENAL COMPANY:					392.61	
FERRIS FAMILY FARM LLC						
101						
8-28-25 FM	1	FARMERS MARKET AUG	Invoice	08/28/2025	444.00	101-4-5230-4219
Total 13020 FERRIS FAMILY FARM LLC:					444.00	

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
GESTALT ENGINEERING LLC						
228						
1309	1	LANDFILL ASSIST - AUG	Invoice	09/02/2025	1,015.00	228-4-7000-4319
Total 14099 GESTALT ENGINEERING LLC:					1,015.00	
GOODIN COMPANY						
101						
1482616-00	1	PLUMBING SUPPLIES	Invoice	08/29/2025	63.57	101-4-1600-4219
Total 20113 GOODIN COMPANY:					63.57	
GOPHER STATE ONE-CALL INC						
602						
5080373	1	LOCATION CALLS	Invoice	08/31/2025	530.55	602-4-9020-4404
Total 20150 GOPHER STATE ONE-CALL INC:					530.55	
GRAINGER						
101						
9627024442	1	SUPPLIES - SECURITY MIRROR	Invoice	09/02/2025	218.23	101-4-2190-4219
101						
9627520308	1	SUPPLIES - FOLDING TRUCK	Invoice	09/02/2025	349.10	101-4-1600-4219
101						
9627838627	1	PARTS #734	Invoice	09/03/2025	56.29	101-4-5110-4221
Total 20300 GRAINGER:					623.62	
GRANITE CITY JOBBING CO						
603						
478121	1	POP/MISC	Invoice	08/29/2025	1,005.72	603-4-9111-4255
603						
478121	2	FREIGHT	Invoice	08/29/2025	5.00	603-4-9111-4332
603						
478121	3	SUPPLIES	Invoice	08/29/2025	105.53	603-4-9112-4219
603						
478126	1	POP/MISC	Invoice	08/29/2025	530.23	603-4-9151-4255
603						
478126	2	FREIGHT	Invoice	08/29/2025	5.00	603-4-9151-4332
603						
478126	3	SUPPLIES	Invoice	08/29/2025	52.41	603-4-9152-4219
603						
479444	1	POP/MISC	Invoice	09/05/2025	606.91	603-4-9111-4255
603						
479444	2	FREIGHT	Invoice	09/05/2025	5.00	603-4-9111-4332
603						
479444	3	SUPPLIES	Invoice	09/05/2025	32.57	603-4-9112-4219
603						
479445	1	FREIGHT	Invoice	09/05/2025	5.00	603-4-9151-4332
603						
479445	2	POP/MISC	Invoice	09/05/2025	711.93	603-4-9151-4255
603						
479445	3	SUPPLIES	Invoice	09/05/2025	14.03	603-4-9152-4219
Total 10654 GRANITE CITY JOBBING CO:					3,079.33	

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
GRIMCO, INC						
101						
34538737-01	1	SIGN SUPPLIES	Invoice	09/08/2025	93.54	101-4-1120-4226
Total 14770 GRIMCO, INC:					93.54	
HAWKINS & BAUMGARTNER, P.A.						
101						
9-4-2025	1	AUG PROSECUTION SVCS	Invoice	09/04/2025	20,664.93	101-4-1400-4304
Total 21048 HAWKINS & BAUMGARTNER, P.A.:					20,664.93	
HAYDEN HAE						
101						
8-28-25 FM	1	FARMERS MARKET AUG	Invoice	08/28/2025	90.00	101-4-5230-4219
Total 15333 HAYDEN HAE:					90.00	
HEARTLAND BUSINESS SYSTEMS, LLC						
101						
816034-H	1	CAMERA INSTALLS - FTCENTER	Invoice	07/31/2025	990.00	101-4-1350-4319
101						
816034-RTN	1	REFUND - PHYSICAL SECURITYENG	Invoice	09/03/2025	160.00-	101-4-1350-4319
101						
823066-H	1	SECURITY CAMERAS	Invoice	08/26/2025	1,876.65	101-4-2190-4219
101						
824408-H	1	SUPPORT T&M	Invoice	09/03/2025	53.75	101-4-1350-4319
411						
824409-H	1	LENOVO THINKSTATION DESKTOP	Invoice	09/03/2025	1,299.00	411-4-1350-4219
411						
824409-H	2	LENOVO THINKPAD LAPTOP	Invoice	09/03/2025	1,565.56	411-4-1350-4219
Total 14882 HEARTLAND BUSINESS SYSTEMS, LLC:					5,624.96	
INK WIZARDS						
101						
12136	1	UNIFORMS - LITFIN	Invoice	08/27/2025	111.50	101-4-3120-4217
Total 22250 INK WIZARDS:					111.50	
JAMES KIRKENDALL						
101						
91825 9/18/25	1	FARMERS MARKET ENT 9/18/25	Invoice	02/09/2025	175.00	101-4-5230-4409
Total 13229 JAMES KIRKENDALL:					175.00	
JOHN CHALMERS						
602						
6000	1	HYBRID SUNFISH	Invoice	09/09/2025	1,060.00	602-4-9020-4219
Total 52392 JOHN CHALMERS:					1,060.00	
JOHNSON BROS LIQUOR						
603						
146734	1	LIQUOR CREDIT	Invoice	08/20/2025	1,012.40-	603-4-9111-4251
603						
146734	2	FREIGHT CREDIT	Invoice	08/20/2025	41.76-	603-4-9111-4332

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
603						
146735	1	FREIGHT CREDIT	Invoice	08/20/2025	3.48-	603-4-9151-4332
603						
146735	2	LIQUOR CREDIT	Invoice	08/20/2025	58.00-	603-4-9151-4251
603						
2860885	1	LIQUOR	Invoice	08/20/2025	5,590.33	603-4-9111-4251
603						
2860885	2	FREIGHT	Invoice	08/20/2025	41.76	603-4-9111-4332
603						
2860886	1	LIQUOR	Invoice	08/20/2025	575.98	603-4-9151-4251
603						
2860886	2	FREIGHT	Invoice	08/20/2025	10.50	603-4-9151-4332
603						
2865191	1	LIQUOR	Invoice	08/27/2025	13,756.12	603-4-9111-4251
603						
2865191	2	FREIGHT	Invoice	08/27/2025	352.93	603-4-9111-4332
603						
2865192	1	WINE	Invoice	08/27/2025	2,967.70	603-4-9111-4253
603						
2865192	2	FREIGHT	Invoice	08/27/2025	64.53	603-4-9111-4332
603						
2865193	1	FREIGHT	Invoice	08/27/2025	3.48	603-4-9111-4332
603						
2865194	1	THC PRODUCTS	Invoice	08/27/2025	320.00	603-4-9111-4256
603						
2865195	1	LIQUOR	Invoice	08/27/2025	580.50	603-4-9151-4251
603						
2865195	2	FREIGHT	Invoice	08/27/2025	5.22	603-4-9151-4332
603						
2865196	1	LIQUOR	Invoice	08/27/2025	3,000.34	603-4-9111-4251
603						
2865196	2	FREIGHT	Invoice	08/27/2025	28.87	603-4-9111-4332
603						
2865197	1	LIQUOR	Invoice	08/27/2025	7,965.50	603-4-9151-4251
603						
2865197	2	FREIGHT	Invoice	08/27/2025	190.24	603-4-9151-4332
603						
2865198	1	WINE	Invoice	08/27/2025	2,480.80	603-4-9151-4253
603						
2865198	2	FREIGHT	Invoice	08/27/2025	64.38	603-4-9151-4332
603						
2865199	1	LIQUOR	Invoice	08/27/2025	1,518.80	603-4-9151-4251
603						
2865199	2	FREIGHT	Invoice	08/27/2025	13.21	603-4-9151-4332
Total 22775 JOHNSON BROS LIQUOR:					38,415.55	
JUNKYARD BREWING COMPANY						
603						
8308	1	BEER	Invoice	08/26/2025	262.00	603-4-9151-4252
603						
8308	2	THC PRODUCTS	Invoice	08/26/2025	84.00	603-4-9151-4256
Total 14086 JUNKYARD BREWING COMPANY:					346.00	
KAREN WINGARD						

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
101						
9-8-25	1	REIMB MILEAGE JUN-AUG/WINGAR	Invoice	09/08/2025	56.00	101-4-5110-4331
101						
9-8-25	2	REIMB PHONE MAY-AUG 2025	Invoice	09/08/2025	120.00	101-4-5210-4321
Total 36448 KAREN WINGARD:					176.00	
KATHERINE SCHMIDT						
101						
777	1	TRAFFIC ENGINEERING SERVICES	Invoice	09/04/2025	3,000.00	101-4-3300-4303
Total 52435 KATHERINE SCHMIDT:					3,000.00	
KATIE HARSTAD						
221						
7-26-25 HARSTAD - ER	1	EXTRA ICE FOR ELK RIVERFEST	Invoice	07/26/2025	69.90	221-4-5430-4219
Total 52287 KATIE HARSTAD:					69.90	
KELLI SEIDENKRANZ						
101						
8-28-25 FM	1	FARMERS MARKET AUG	Invoice	08/28/2025	65.00	101-4-5230-4219
Total 52475 KELLI SEIDENKRANZ:					65.00	
KIRVIDA FIRE INC						
101						
13542	1	ANNUAL PUMP TEST-ENGINE 1	Invoice	08/26/2025	375.00	101-4-2320-4404
101						
13544	1	ANNUAL PUMP TEST-ENGINE 3	Invoice	08/26/2025	375.00	101-4-2320-4404
101						
13545	1	ANNUAL PUMP TEST-ENGINE 4	Invoice	08/26/2025	375.00	101-4-2320-4404
101						
13546	1	ANNUAL PUMP TEST-LADDER 1	Invoice	08/26/2025	375.00	101-4-2320-4404
101						
13547	1	ANNUAL PUMP TEST-TANKER 1	Invoice	08/26/2025	375.00	101-4-2320-4404
101						
13548	1	ANNUAL PUMP TEST-TANKER 2	Invoice	08/26/2025	375.00	101-4-2320-4404
101						
13549	1	ANNUAL PUMP TEST-TANKER 3	Invoice	08/26/2025	375.00	101-4-2320-4404
Total 11939 KIRVIDA FIRE INC:					2,625.00	
KRISS PREMIUM PRODUCTS, INC						
221						
196470	1	WATER TREATMENT CHEMICALS	Invoice	09/03/2025	281.50	221-4-5400-4219
Total 23297 KRISS PREMIUM PRODUCTS, INC:					281.50	
LAKE STATE RECYCLING INC						
603						
81282	1	CARDBOARD RECYCLING-NB	Invoice	08/27/2025	150.00	603-4-9112-4389
Total 13119 LAKE STATE RECYCLING INC:					150.00	
LAWAL SCOTT ERICKSON ARCHITECTS INC						

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
604						
6098	1	NORTHBOUND/CANNABOUND PROF	Invoice	08/31/2025	6,600.00	604-4-9410-4319
603						
6098	2	NORTHBOUND/CANNABOUND PROF	Invoice	08/31/2025	13,400.00	603-4-9112-4319
Total 52379 LAVAL SCOTT ERICKSON ARCHITECTS INC:					20,000.00	
LEAGUE OF MN CITIES INS TRUST						
101						
40002926 10-2025	1	PROP/CASUALTY INS - OCT-DEC 25	Invoice	09/04/2025	15,725.00	101-4-1110-4361
101						
40002926 10-2025	2	PROP/CASUALTY INS - OCT-DEC 25	Invoice	09/04/2025	33.00	101-4-1210-4361
101						
40002926 10-2025	3	PROP/CASUALTY INS - OCT-DEC 25	Invoice	09/04/2025	37.00	101-4-1350-4331
101						
40002926 10-2025	4	PROP/CASUALTY INS - OCT-DEC 25	Invoice	09/04/2025	106.00	101-4-2410-4361
101						
40002926 10-2025	5	PROP/CASUALTY INS - OCT-DEC 25	Invoice	09/04/2025	37.00	101-4-2420-4361
101						
40002926 10-2025	6	PROP/CASUALTY INS - OCT-DEC 25	Invoice	09/04/2025	33.00	101-4-1510-4361
101						
40002926 10-2025	7	PROP/CASUALTY INS - OCT-DEC 25	Invoice	09/04/2025	2,682.00	101-4-1600-4361
291						
40002926 10-2025	8	PROP/CASUALTY INS - OCT-DEC 25	Invoice	09/04/2025	959.00	291-4-7000-4361
101						
40002926 10-2025	9	PROP/CASUALTY INS - OCT-DEC 25	Invoice	09/04/2025	18,331.00	101-4-2110-4361
101						
40002926 10-2025	10	PROP/CASUALTY INS - OCT-DEC 25	Invoice	09/04/2025	5,058.00	101-4-2190-4361
101						
40002926 10-2025	11	PROP/CASUALTY INS - OCT-DEC 25	Invoice	09/04/2025	4,024.00	101-4-2310-4361
291						
40002926 10-2025	12	PROP/CASUALTY INS - OCT-DEC 25	Invoice	09/04/2025	97.00	291-4-7000-4361
101						
40002926 10-2025	13	PROP/CASUALTY INS - OCT-DEC 25	Invoice	09/04/2025	6,337.00	101-4-3120-4361
101						
40002926 10-2025	14	PROP/CASUALTY INS - OCT-DEC 25	Invoice	09/04/2025	37.00	101-4-3300-4361
101						
40002926 10-2025	15	PROP/CASUALTY INS - OCT-DEC 25	Invoice	09/04/2025	7,939.00	101-4-5110-4361
101						
40002926 10-2025	16	PROP/CASUALTY INS - OCT-DEC 25	Invoice	09/04/2025	1,187.00	101-4-5210-4361
211						
40002926 10-2025	17	PROP/CASUALTY INS - OCT-DEC 25	Invoice	09/04/2025	1,691.00	211-4-5600-4361
221						
40002926 10-2025	18	PROP/CASUALTY INS - OCT-DEC 25	Invoice	09/04/2025	8,141.00	221-4-5400-4361
602						
40002926 10-2025	19	PROP/CASUALTY INS - OCT-DEC 25	Invoice	09/04/2025	9,540.00	602-4-9020-4361
603						
40002926 10-2025	20	PROP/CASUALTY INS - OCT-DEC 25	Invoice	09/04/2025	879.00	603-4-9112-4361
603						
40002926 10-2025	21	PROP/CASUALTY INS - OCT-DEC 25	Invoice	09/04/2025	841.00	603-4-9152-4361
291						
40002926 10-2025	22	PROP/CASUALTY INS - OCT-DEC 25	Invoice	09/04/2025	4,502.00	291-4-7000-4361
101						
40002926 10-2025	23	PROP/CASUALTY INS - OCT-DEC 25	Invoice	09/04/2025	27.00	101-4-6210-4361
Total 23805 LEAGUE OF MN CITIES INS TRUST:					88,243.00	

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
LOCALITY MEDIA, INC						
101						
5874	1	SOFTWARE SUBSCRIPTION	Invoice	08/31/2025	250.00	101-4-2310-4404
Total 52345 LOCALITY MEDIA, INC:					250.00	
LY LEE VUE						
101						
8-28-25 FM	1	FARMERS MARKET AUG	Invoice	08/28/2025	444.00	101-4-5230-4219
Total 13007 LY LEE VUE:					444.00	
M T I DISTRIBUTING INC						
101						
1492165-00	1	PARTS #725	Invoice	08/28/2025	249.28	101-4-5110-4221
101						
1493235-00	1	PARTS #725	Invoice	09/04/2025	151.13	101-4-5110-4221
Total 24475 M T I DISTRIBUTING INC:					400.41	
MANSFIELD OIL CO						
101						
26902342	1	UNLEADED GASOLINE	Invoice	09/05/2025	18,247.49	101-4-3120-4212
Total 12310 MANSFIELD OIL CO:					18,247.49	
MARCO HOLDINGS LLC						
101						
INV14227228	1	INK REFILL	Invoice	08/22/2025	185.86	101-4-1120-4226
101						
INV14241123	1	SIGN PRINTER REPAIR	Invoice	08/26/2025	215.00	101-4-1120-4319
101						
INV14246217	1	ACE365	Invoice	08/27/2025	6,470.00	101-4-1350-4404
101						
INV14253423	1	APC REPLACEMENT BATTERY	Invoice	08/28/2025	553.08	101-4-1350-4219
101						
INV14257457	1	SIMPLIVITY / VMWARE / RAPID DR U	Invoice	08/29/2025	9,430.00	101-4-1350-4319
Total 24714 MARCO HOLDINGS LLC:					16,853.94	
MARTIN MARIETTA MATERIALS						
101						
46938126	1	SUPPLIES - TACK OIL	Invoice	08/26/2025	330.00	101-4-3120-4219
Total 24716 MARTIN MARIETTA MATERIALS:					330.00	
MARY JACOBSON						
101						
2025 BOOTS	1	WORK BOOTS - JACOBSON	Invoice	09/01/2025	75.00	101-4-1600-4217
Total 15031 MARY JACOBSON:					75.00	
MATTHEW J OXFORD						
101						
8-28-25 FM	1	FARMERS MARKET AUG	Invoice	08/28/2025	28.00	101-4-5230-4219

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
Total 15097 MATTHEW J OXFORD:					28.00	
MENARDS - ELK RIVER						
101 8312025	1	SUPPLIES	Invoice	08/31/2025	102.95	101-4-5220-4219
101 8312025	2	SUPPLIES	Invoice	08/31/2025	3.68	101-4-5110-4219
101 8312025	3	SUPPLIES	Invoice	08/31/2025	306.84	101-4-5110-4219
101 8312025	4	SUPPLIES	Invoice	08/31/2025	38.95	101-4-3120-4219
602 8312025	5	SUPPLIES	Invoice	08/31/2025	31.41	602-4-9020-4219
101 8312025	6	SUPPLIES	Invoice	08/31/2025	223.96	101-4-5110-4219
101 8312025	7	SUPPLIES	Invoice	08/31/2025	4.26	101-4-5110-4219
101 8312025	8	SUPPLIES	Invoice	08/31/2025	5.72	101-4-5110-4219
221 8312025	9	SUPPLIES	Invoice	08/31/2025	37.98	221-4-5400-4219
101 8312025	10	SUPPLIES	Invoice	08/31/2025	65.82	101-4-3120-4219
221 8312025	11	SUPPLIES	Invoice	08/31/2025	18.82	221-4-5400-4219
101 8312025	12	SUPPLIES	Invoice	08/31/2025	9.98	101-4-5110-4219
602 8312025	13	SUPPLIES	Invoice	08/31/2025	28.20	602-4-9020-4219
101 8312025	14	SUPPLIES	Invoice	08/31/2025	129.02	101-4-5110-4219
101 8312025	15	SUPPLIES	Invoice	08/31/2025	24.98	101-4-5110-4219
101 8312025	16	SUPPLIES	Invoice	08/31/2025	56.83	101-4-5110-4219
602 8312025	17	SUPPLIES	Invoice	08/31/2025	51.68	602-4-9020-4219
602 8312025	18	SUPPLIES	Invoice	08/31/2025	16.89	602-4-9020-4219
101 8312025	19	SUPPLIES	Invoice	08/31/2025	52.95	101-4-5110-4219
101 8312025	20	SUPPLIES	Invoice	08/31/2025	64.99	101-4-2190-4219
221 8312025	21	SUPPLIES	Invoice	08/31/2025	27.03	221-4-5400-4219
101 8312025	22	SUPPLIES	Invoice	08/31/2025	65.51	101-4-2190-4219
101 8312025	23	SUPPLIES CREDIT	Invoice	08/31/2025	32.76-	101-4-2190-4219
602 8312025	24	SUPPLIES	Invoice	08/31/2025	57.94	602-4-9020-4219
101 8312025	25	SUPPLIES	Invoice	08/31/2025	46.35	101-4-2190-4219
211 8312025	26	SUPPLIES	Invoice	08/31/2025	23.98	211-4-5600-4219

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
101						
8312025	27	SUPPLIES	Invoice	08/31/2025	99.99	101-4-2190-4219
101						
8312025	28	SUPPLIES	Invoice	08/31/2025	39.51	101-4-5110-4219
101						
8312025	29	SUPPLIES	Invoice	08/31/2025	70.95	101-4-5110-4219
602						
8312025	30	SUPPLIES	Invoice	08/31/2025	78.21	602-4-9020-4219
101						
8312025	31	SUPPLIES	Invoice	08/31/2025	12.36	101-4-2190-4219
602						
8312025	32	SUPPLIES	Invoice	08/31/2025	39.80	602-4-9020-4219
101						
8312025	33	SUPPLIES	Invoice	08/31/2025	9.79	101-4-5110-4219
101						
8312025	34	SUPPLIES	Invoice	08/31/2025	166.20	101-4-3120-4219
603						
8312025	35	SUPPLIES	Invoice	08/31/2025	125.79	603-4-9112-4219
602						
8312025	36	SUPPLIES	Invoice	08/31/2025	110.68	602-4-9020-4219
101						
8312025	37	SUPPLIES	Invoice	08/31/2025	49.94	101-4-5110-4219
101						
8312025	38	SUPPLIES	Invoice	08/31/2025	11.76	101-4-1600-4219
602						
8312025	39	SUPPLIES	Invoice	08/31/2025	39.99	602-4-9020-4219
101						
8312025	40	SUPPLIES	Invoice	08/31/2025	12.98	101-4-5110-4219
101						
8312025	41	SUPPLIES	Invoice	08/31/2025	10.99	101-4-5110-4219
221						
8312025	42	SUPPLIES	Invoice	08/31/2025	416.12	221-4-5400-4219
Total 25145 MENARDS - ELK RIVER:					2,759.02	
MEND COLLABORATIVE, INC						
225						
COER2501-003	1	WATER TOWER PARK DESIGN	Invoice	09/03/2025	4,979.00	225-4-5110-4319
Total 52440 MEND COLLABORATIVE, INC:					4,979.00	
METRO PRODUCTS LLC						
101						
187870	1	SUPPLIES	Invoice	08/21/2025	49.65	101-4-3120-4219
Total 52382 METRO PRODUCTS LLC:					49.65	
MICHAEL B STARR						
101						
8-28-25 FM	1	FARMERS MARKET AUG	Invoice	08/28/2025	220.00	101-4-5230-4219
Total 13077 MICHAEL B STARR:					220.00	
MN DEPT OF LABOR & INDUSTRY						
101						
ABR0356146X	1	BOILER/PRESSURE VESSEL INSP-CI	Invoice	08/30/2025	175.00	101-4-1600-4401

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
221						
ABR0356149X	1	BOILER/PRESSURE VESSEL INSP-F	Invoice	08/30/2025	75.00	221-4-5400-4401
101						
ALR0179343X	1	ELEVATOR ANNUAL OPER-CITY HAL	Invoice	08/30/2025	145.00	101-4-1600-4401
101						
ALR0179343X	2	ELEVATOR ANNUAL OPER-PUBLIC S	Invoice	08/30/2025	290.00	101-4-2190-4401
101						
August 2025	1	BP SURCHARGE - AUG CONF #AUG	Invoice	09/03/2025	1,817.16	101-3-0000-3233
Total 26180 MN DEPT OF LABOR & INDUSTRY:					2,502.16	
MN POLLUTION CONTROL AGENCY						
602						
BEADLES NOV TRNG	1	WASTEWATER & COLLECTION CON	Invoice	09/09/2025	585.00	602-4-9010-4331
Total 26545 MN POLLUTION CONTROL AGENCY:					585.00	
MOLLY DROSSEL						
101						
8-28-25 FM	1	FARMERS MARKET AUG	Invoice	08/28/2025	50.00	101-4-5230-4219
Total 15065 MOLLY DROSSEL:					50.00	
N C S I						
221						
61118	1	BACKGROUND CHECKS-BREAKAWA	Invoice	09/01/2025	129.50	221-4-5410-4409
221						
61118	2	BACKGROUND CHECKS-FTCEC STA	Invoice	09/01/2025	277.50	221-4-5400-4409
Total 27519 N C S I:					407.00	
NAPA OF ELK RIVER, LLC						
101						
307131	1	SHOP STOCK	Invoice	08/27/2025	32.46	101-4-3150-4219
101						
307874	1	SHOP STOCK - HYDRAULIC HOSES	Invoice	09/03/2025	381.80	101-4-3150-4221
101						
307875	1	SHOP STOCK - HYDRAULIC HOSES	Invoice	09/03/2025	188.10	101-4-3150-4221
101						
307882	1	SHOP STOCK - HYDRAULIC HOSES	Invoice	09/03/2025	66.60	101-4-3150-4221
Total 52338 NAPA OF ELK RIVER, LLC:					668.96	
NATHAN HUNTER						
101						
8-28-25 FM	1	FARMERS MARKET AUG	Invoice	08/28/2025	66.00	101-4-5230-4219
Total 52469 NATHAN HUNTER:					66.00	
OMANN BROS INC						
101						
19009*	1	SUPPLIES - AC FINES MIX	Invoice	08/25/2025	272.70	101-4-3120-4219
101						
19012*	1	SUPPLIES - AC FINES MIX	Invoice	08/26/2025	362.70	101-4-3120-4219
101						
19019*	1	SUPPLIES - AC FINES MIX	Invoice	08/27/2025	497.70	101-4-3120-4219

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
Total 28850 OMANN BROS INC:					1,133.10	
OXYGEN SERVICE CO, INC						
101						
3628238	1	CYLINDER RENTALS	Invoice	08/31/2025	201.46	101-4-3150-4219
Total 28960 OXYGEN SERVICE CO, INC:					201.46	
PARCEL ARTS LLC						
211						
408 9-27-25	1	LETS CLAY: GNOMES - 9/27/25	Invoice	04/01/2025	419.00	211-4-5600-4409
Total 52373 PARCEL ARTS LLC:					419.00	
PAUSTIS WINE COMPANY						
603						
274080	1	WINE	Invoice	08/28/2025	216.00	603-4-9111-4253
603						
274080	2	FREIGHT	Invoice	08/28/2025	8.00	603-4-9111-4332
603						
274115	1	WINE	Invoice	08/28/2025	363.00	603-4-9151-4253
603						
274115	2	FREIGHT	Invoice	08/28/2025	10.00	603-4-9151-4332
Total 29251 PAUSTIS WINE COMPANY:					597.00	
PERFECTION PLUS, INC.						
101						
316132	1	CLEANING SVCS - TROTT BARN	Invoice	09/01/2025	60.00	101-4-5210-4401
211						
316133	1	MONTHLY CONTRACT CLEANING - P	Invoice	09/01/2025	2,490.00	211-4-5600-4405
Total 12651 PERFECTION PLUS, INC.:					2,550.00	
PETER RUDDY						
101						
143 10-2-25	1	FARMERS MARKET MUSIC PETER R	Invoice	02/19/2025	150.00	101-4-5230-4409
Total 52367 PETER RUDDY:					150.00	
PHILLIPS WINE & SPIRITS CO						
603						
5036873	1	LIQUOR	Invoice	08/29/2025	1,253.81	603-4-9111-4251
603						
5036873	2	FREIGHT	Invoice	08/29/2025	21.75	603-4-9111-4332
603						
5036874	1	WINE	Invoice	08/29/2025	2,794.45	603-4-9111-4253
603						
5036874	2	FREIGHT	Invoice	08/29/2025	125.28	603-4-9111-4332
603						
5036875	1	POP/MISC	Invoice	08/29/2025	308.55	603-4-9111-4255
603						
5036875	2	FREIGHT	Invoice	08/29/2025	13.92	603-4-9111-4332
603						
5036876	1	LIQUOR	Invoice	08/29/2025	1,158.79	603-4-9151-4251

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
603						
5036876	2	FREIGHT	Invoice	08/29/2025	28.71	603-4-9151-4332
603						
5036877	1	WINE	Invoice	08/29/2025	1,593.75	603-4-9151-4253
603						
5036877	2	FREIGHT	Invoice	08/29/2025	69.60	603-4-9151-4332
603						
5036878	1	POP/MISC	Invoice	08/29/2025	276.75	603-4-9151-4255
603						
5036878	2	FREIGHT	Invoice	08/29/2025	12.18	603-4-9151-4332
Total 29665 PHILLIPS WINE & SPIRITS CO:					7,657.54	
PLAISTED COMPANIES INC						
101						
87170	1	SUPPLIES-BLACK DIRT	Invoice	08/25/2025	289.50	101-4-5110-4219
602						
87219	1	SUPPLIES-CLASS 5	Invoice	08/26/2025	22.43	602-4-9050-4219
101						
87587	1	SUPPLIES-FIELD STONE	Invoice	09/02/2025	118.99	101-4-5110-4219
101						
96847	1	SUPPLIES	Invoice	08/28/2025	1,075.00	101-4-3120-4219
101						
96897	1	SUPPLIES	Invoice	09/03/2025	499.34	101-4-3120-4219
Total 29845 PLAISTED COMPANIES INC:					2,005.26	
PRECISE MRM LLC						
101						
IN200-2007638	1	DATA PLAN 2 WAY RADIOS	Invoice	09/01/2025	456.00	101-4-3130-4219
Total 11804 PRECISE MRM LLC:					456.00	
PUBLIC SAFETY EQUIPMENT LLC						
101						
11052	1	CERTIFICATION OF RADAR UNITS	Invoice	08/26/2025	1,165.00	101-4-2120-4404
Total 30421 PUBLIC SAFETY EQUIPMENT LLC:					1,165.00	
PVS TECHNOLOGIES INC						
602						
384215	1	FERRIC CHLORIDE SOLUTION	Invoice	08/19/2025	10,459.56	602-4-9020-4219
Total 14923 PVS TECHNOLOGIES INC:					10,459.56	
QUALITY FLOW SYSTEMS INC						
602						
49595	1	ARCH FLASH SAFE CONTROL PANE	Invoice	08/29/2025	58,786.00	602-4-9050-4560
Total 30500 QUALITY FLOW SYSTEMS INC:					58,786.00	
RENAE BRAUN						
101						
8-28-25 FM	1	FARMERS MARKET AUG	Invoice	08/28/2025	59.00	101-4-5230-4219
Total 52468 RENAE BRAUN:					59.00	

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
REPUBLIC SERVICES #899						
101						
899-004820326	1	ELK RIVERFEST GARBAGE SVC	Invoice	08/31/2025	108.50	101-4-1110-4409
101						
899-004829571	1	AUG COMM GARBAGE SVC	Invoice	08/31/2025	230.23	101-4-1600-4389
101						
899-004829571	2	AUG COMM GARBAGE SVC	Invoice	08/31/2025	171.73	101-4-2190-4389
101						
899-004829571	3	AUG COMM GARBAGE SVC	Invoice	08/31/2025	1,080.03	101-4-3120-4389
603						
899-004829571	4	AUG COMM GARBAGE SVC	Invoice	08/31/2025	89.06	603-4-9112-4389
603						
899-004829571	5	AUG COMM GARBAGE SVC	Invoice	08/31/2025	89.06	603-4-9152-4389
602						
899-004829571	6	AUG COMM GARBAGE SVC	Invoice	08/31/2025	148.66	602-4-9020-4389
602						
899-004829571	7	AUG COMM GARBAGE SVC	Invoice	08/31/2025	325.72	602-4-9020-4384
101						
899-004829571	8	AUG COMM GARBAGE SVC	Invoice	08/31/2025	98.72	101-4-2310-4389
101						
899-004829571	9	AUG COMM GARBAGE SVC-FS 3	Invoice	08/31/2025	98.72	101-4-2310-4389
221						
899-004829571	10	AUG COMM GARBAGE SVC	Invoice	08/31/2025	495.86	221-4-5400-4389
228						
899-004829571	11	AUG COMM GARBAGE SVC	Invoice	08/31/2025	288.25	228-4-7000-4389
101						
899-004829571	12	AUG COMM GARBAGE SVC	Invoice	08/31/2025	736.11	101-4-5110-4389
211						
899-004829571	13	AUG COMM GARBAGE SVC	Invoice	08/31/2025	64.47	211-4-5600-4389
101						
899-004829973	1	GARBAGE SVC - RIVERS EDGE	Invoice	08/31/2025	395.61	101-4-5110-4389
605						
899-004830654	1	RESIDENTIAL GARBAGE SVC	Invoice	08/31/2025	102,102.70	605-4-9210-4409
Total 10407 REPUBLIC SERVICES #899:					106,523.43	
RINK-TEC INTERNATIONAL INC						
221						
6284	1	NEW MOTOR FOR CONDENSOR TO	Invoice	08/27/2025	2,880.32	221-4-5400-4401
Total 14686 RINK-TEC INTERNATIONAL INC:					2,880.32	
SAMUEL HANSEN						
221						
8252025 SH	1	LINKAGE FOR ZAMBONI AUGER CH	Invoice	08/25/2025	18.99	221-4-5400-4219
Total 13785 SAMUEL HANSEN:					18.99	
SANDHILL NURSERY & GREENHOUSE, LLC						
101						
8-28-25 FM	1	FARMERS MARKET AUG	Invoice	08/28/2025	128.00	101-4-5230-4219
Total 52474 SANDHILL NURSERY & GREENHOUSE, LLC:					128.00	
SHANNON GILBERTSON						
101						
25290330191	1	ENGRAVED PLAQUE-HOLZEM	Invoice	09/02/2025	94.59	101-4-1110-4440

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
Total 14724 SHANNON GILBERTSON:					94.59	
SHERWIN-WILLIAMS						
101						
9463-8	1	SUPPLIES - PAINT	Invoice	08/26/2025	31.67	101-4-2190-4219
Total 32280 SHERWIN-WILLIAMS:					31.67	
SOUTHERN GLAZER'S WINE & SPIRITS OF MN						
603						
2663221	1	FREIGHT	Invoice	08/28/2025	2.56	603-4-9151-4332
603						
2663222	1	FREIGHT	Invoice	08/28/2025	1.28	603-4-9151-4332
603						
2663223	1	FREIGHT	Invoice	08/28/2025	1.28	603-4-9151-4332
603						
2663224	1	LIQUOR	Invoice	08/28/2025	3,094.13	603-4-9151-4251
603						
2663224	2	FREIGHT	Invoice	08/28/2025	37.33	603-4-9151-4332
603						
2663225	1	WINE	Invoice	08/28/2025	381.04	603-4-9151-4253
603						
2663225	2	FREIGHT	Invoice	08/28/2025	8.53	603-4-9151-4332
Total 8000 SOUTHERN GLAZER'S WINE & SPIRITS OF MN:					3,526.15	
603						
2663218	1	LIQUOR	Invoice	08/28/2025	159.00	603-4-9111-4251
603						
2663218	2	FREIGHT	Invoice	08/28/2025	.62	603-4-9111-4332
603						
2663219	1	LIQUOR	Invoice	08/28/2025	7,970.42	603-4-9111-4251
603						
2663219	2	FREIGHT	Invoice	08/28/2025	70.00	603-4-9111-4332
603						
2663220	1	WINE	Invoice	08/28/2025	1,799.40	603-4-9111-4253
603						
2663220	2	FREIGHT	Invoice	08/28/2025	29.58	603-4-9111-4332
603						
2665589	1	FREIGHT	Invoice	09/04/2025	7.50	603-4-9111-4332
603						
9657428	1	WINE CREDIT	Invoice	08/29/2025	14.96-	603-4-9111-4253
603						
9657429	1	WINE CREDIT	Invoice	08/29/2025	13.33-	603-4-9111-4253
Total 11314 SOUTHERN GLAZER'S WINE & SPIRITS OF MN:					10,008.23	
STAPLES BUSINESS ADVANTAGE						
101						
6041208944	1	SUPPLIES	Invoice	08/31/2025	15.96	101-4-1120-4201
101						
6041208944	2	SUPPLIES	Invoice	08/31/2025	91.94	101-4-1210-4201
101						
6041208944	3	SUPPLIES	Invoice	08/31/2025	31.92	101-4-1220-4201
101						
6041208944	4	SUPPLIES	Invoice	08/31/2025	31.92	101-4-1310-4201

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
101						
6041208944	5	SUPPLIES	Invoice	08/31/2025	47.88	101-4-1510-4201
101						
6041208944	6	SUPPLIES	Invoice	08/31/2025	47.88	101-4-2410-4201
101						
6041208944	7	SUPPLIES	Invoice	08/31/2025	6.38	101-4-2440-4219
101						
6041208944	8	SUPPLIES	Invoice	08/31/2025	15.96	101-4-3300-4201
101						
6041208944	9	SUPPLIES	Invoice	08/31/2025	31.92	101-4-5210-4219
101						
6041208944	10	SUPPLIES-EDA	Invoice	08/31/2025	25.56	101-4-6210-4440
Total 33059 STAPLES BUSINESS ADVANTAGE:					347.32	
STEVE TRYGGESETH						
101						
8-28-25 FM	1	FARMERS MARKET AUG	Invoice	08/28/2025	120.00	101-4-5230-4219
Total 14216 STEVE TRYGGESETH:					120.00	
STREICHER'S						
101						
I1781772	1	OFFICER LBV - ITEM EXCHANGE	Invoice	09/04/2025	92.98	101-4-2120-4217
Total 33300 STREICHER'S:					92.98	
STZR HOLDINGS LLC						
221						
90628-IN	1	ZAMBONI REPLACEMENT PARTS	Invoice	09/02/2025	507.20	221-4-5400-4219
Total 52433 STZR HOLDINGS LLC:					507.20	
SUNBELT RENTALS INC						
101						
173024499-0002	1	CORE DRILL RENTAL	Invoice	08/19/2025	243.32	101-4-5110-4415
Total 13604 SUNBELT RENTALS INC:					243.32	
SUPERIOR CAPITAL HOLDINGS						
101						
2509108	1	REPAIR MOTOROLA RADIO	Invoice	09/04/2025	162.63	101-4-2110-4404
Total 15211 SUPERIOR CAPITAL HOLDINGS:					162.63	
SVIHEL VEGETABLE FARM						
101						
8-28-25 FM	1	FARMERS MARKET AUG	Invoice	08/28/2025	1,004.00	101-4-5230-4219
Total 13929 SVIHEL VEGETABLE FARM:					1,004.00	
SYDNEY BIELAWSKI						
101						
8-28-25 FM	1	FARMERS MARKET AUG	Invoice	08/28/2025	40.00	101-4-5230-4219
Total 52476 SYDNEY BIELAWSKI:					40.00	

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
SYMBOL ARTS						
101						
541283	1	NEW BADGE PATCHES	Invoice	08/27/2025	531.09	101-4-2110-4219
Total 33601 SYMBOL ARTS:					531.09	
TAHO SPORTSWEAR, INC.						
101						
21268	1	REC WINNERS	Invoice	08/13/2025	273.00	101-4-5220-4219
101						
21270	1	COMP LEAGUE WINNER SHIRTS SU	Invoice	08/27/2025	191.50	101-4-5220-4219
Total 33816 TAHO SPORTSWEAR, INC.:					464.50	
THE WINE COMPANY						
603						
309967	1	WINE	Invoice	08/29/2025	140.00	603-4-9111-4253
603						
309967	2	LIQUOR	Invoice	08/29/2025	403.33	603-4-9111-4251
603						
309967	3	FREIGHT	Invoice	08/29/2025	17.00	603-4-9111-4332
Total 36423 THE WINE COMPANY:					560.33	
TKDA						
602						
2025004986	1	UPLAND SANITARY SEWER DESIGN	Invoice	09/04/2025	455.00	602-4-9070-4319
Total 11555 TKDA:					455.00	
TRANSPORT GRAPHICS						
101						
305417	1	OFFICE DOOR DECALS-G.O'KONEK,	Invoice	08/28/2025	82.50	101-4-2190-4219
101						
305470	1	OFFICE DOOR DECAL	Invoice	09/04/2025	27.50	101-4-2190-4219
Total 34604 TRANSPORT GRAPHICS:					110.00	
TRANSUNION RISK & ALTERNATIVE						
101						
556261-202508-1	1	ONLINE INVESTIGATIVE SVCS	Invoice	09/01/2025	131.00	101-4-2130-4433
Total 12665 TRANSUNION RISK & ALTERNATIVE:					131.00	
TWIN CITY GARAGE DOOR-GARAGE DOOR STORE						
290						
423523611	1	GATE REPAIR	Invoice	08/25/2025	1,330.00	290-4-9220-4409
101						
431130859	1	GARAGE DOOR REPAIR	Invoice	09/09/2025	170.00	101-4-3120-4401
Total 34925 TWIN CITY GARAGE DOOR-GARAGE DOOR STORE:					1,500.00	
VESSCO, INC.						
602						
098610	1	SO2 GAS MONITOR	Invoice	08/28/2025	2,992.21	602-4-9020-4219

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
Total 35691 VESSCO, INC.:					2,992.21	
VESTIS GROUP INC						
221						
2500756832	1	CONCESSIONS - MOPS/LINENS/NAP	Invoice	08/14/2025	35.35	221-4-5430-4219
221						
2500768485	1	CONCESSIONS - MOPS/LINENS/NAP	Invoice	08/28/2025	22.86	221-4-5430-4219
221						
2500774382	1	CONCESSIONS - MOPS/LINENS/NAP	Invoice	09/04/2025	22.86	221-4-5430-4219
221						
2500774383	1	LOBBY RUGS	Invoice	09/04/2025	23.31	221-4-5400-4219
Total 52462 VESTIS GROUP INC:					104.38	
VIKING COCA-COLA CO						
603						
3742994	1	POP/MISC	Invoice	08/28/2025	442.40	603-4-9151-4255
603						
3759005	1	POP	Invoice	08/29/2025	1,149.00	603-4-9111-4255
Total 35725 VIKING COCA-COLA CO:					1,591.40	
VINOCOPIA						
603						
379588-IN	1	LIQUOR	Invoice	08/28/2025	617.25	603-4-9111-4251
603						
379588-IN	2	WINE	Invoice	08/28/2025	120.00	603-4-9111-4253
603						
379588-IN	3	POP/MISC	Invoice	08/28/2025	324.00	603-4-9111-4255
603						
379588-IN	4	FREIGHT	Invoice	08/28/2025	30.00	603-4-9111-4332
Total 35763 VINOCOPIA:					1,091.25	
WAL-MART COMMUNITY CARD						
101						
9-7-25 WALMART	1	SUPPLIES-524	Invoice	09/07/2025	28.82	101-4-5220-4219
221						
9-7-25 WALMART	2	SUPPLIES	Invoice	09/07/2025	29.84	221-4-5400-4219
221						
9-7-25 WALMART	3	RINKS & LINKS-CONC-FTCENTER	Invoice	09/07/2025	45.62	221-4-5430-4259
101						
9-7-25 WALMART	4	SUPPLIES-SR CENTER	Invoice	09/07/2025	63.33	101-4-5510-4219
221						
9-7-25 WALMART	5	TASTE OF ER-CONC-FTCENTER	Invoice	09/07/2025	44.00	221-4-5430-4259
221						
9-7-25 WALMART	6	RINKS & LINKS-CONC-FTCENTER	Invoice	09/07/2025	55.95	221-4-5430-4259
221						
9-7-25 WALMART	7	LOUNGE-CONC-FTCENTER	Invoice	09/07/2025	22.84	221-4-5430-4259
221						
9-7-25 WALMART	8	RESALE ITEMS-CONC-FTCENTER	Invoice	09/07/2025	79.38	221-4-5430-4259
221						
9-7-25 WALMART	9	RESALE ITEMS-CONC-FTCENTER	Invoice	09/07/2025	225.28	221-4-5430-4259
101						
9-7-25 WALMART	10	SUPPLIES-SR CENTER	Invoice	09/07/2025	8.94	101-4-5510-4219

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
221						
9-7-25 WALMART	11	RESALE ITEMS-CONC-FTCENTER	Invoice	09/07/2025	53.29	221-4-5430-4259
221						
9-7-25 WALMART	12	RESALE ITEMS-CONC-FTCENTER	Invoice	09/07/2025	6.48	221-4-5430-4259
221						
9-7-25 WALMART	13	RINKS & LINKS-CONC-FTCENTER	Invoice	09/07/2025	31.65	221-4-5430-4259
221						
9-7-25 WALMART	14	RINKS & LINKS-CONC-FTCENTER	Invoice	09/07/2025	96.14	221-4-5430-4259
221						
9-7-25 WALMART	15	RINKS & LINKS-CONC-FTCENTER	Invoice	09/07/2025	15.61	221-4-5430-4259
221						
9-7-25 WALMART	16	CITY COUNCIL MTG-CONC-FTCENTE	Invoice	09/07/2025	25.92	221-4-5430-4259
101						
9-7-25 WALMART	17	SUPPLIES-SR CENTER	Invoice	09/07/2025	103.76	101-4-5510-4219
Total 35945 WAL-MART COMMUNITY CARD:					936.85	
WASTE MANAGEMENT CORP SVCS						
605						
49961-1706-7	1	GARBAGE TIPPING FEES 8/19-8/27/2	Invoice	09/02/2025	18,476.66	605-4-9210-4384
Total 36033 WASTE MANAGEMENT CORP SVCS:					18,476.66	
WATER LABORATORIES						
101						
10614	1	WATER TESTING- AUGUST E COLI	Invoice	09/01/2025	621.00	101-4-2440-4409
607						
10614	2	WATER TESTING- AUGUST PHOSPH	Invoice	09/01/2025	292.40	607-4-9310-4409
Total 36050 WATER LABORATORIES:					913.40	
WEBB & GERRITSEN MN LLC						
221						
152273	1	CANDY	Invoice	08/29/2025	383.44	221-4-5430-4259
Total 15138 WEBB & GERRITSEN MN LLC:					383.44	
WELLINGTON SECURITY SYSTEMS						
603						
215825	1	BURGLARY MONITORING - NB	Invoice	09/01/2025	242.74	603-4-9112-4404
Total 36198 WELLINGTON SECURITY SYSTEMS:					242.74	
WHITE CAP, LP						
101						
50033134198	1	SUPPLIES	Invoice	08/28/2025	70.32	101-4-3120-4219
Total 15018 WHITE CAP, LP:					70.32	
WILLIAM L BONGLE						
101						
25-985	1	DRONE SUPPLIES	Invoice	08/20/2025	20.00	101-4-2120-4219
Total 52477 WILLIAM L BONGLE:					20.00	
WINDSTREAM						

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
101						
9-3-25	1	PHONE LINE CHGS-FIRE	Invoice	09/03/2025	130.90	101-4-2310-4321
101						
9-3-25	2	PHONE LINE CHGS-FIRE INSP	Invoice	09/03/2025	51.74	101-4-2320-4321
Total 11102 WINDSTREAM:					182.64	
WINE MERCHANTS						
603						
7531802	1	WINE	Invoice	08/27/2025	490.16	603-4-9111-4253
603						
7531802	2	FREIGHT	Invoice	08/27/2025	6.53	603-4-9111-4332
603						
7531803	1	WINE	Invoice	08/27/2025	134.00	603-4-9151-4253
603						
7531803	2	FREIGHT	Invoice	08/27/2025	1.74	603-4-9151-4332
603						
7531804	1	WINE	Invoice	08/27/2025	132.60	603-4-9151-4253
603						
7531804	2	FREIGHT	Invoice	08/27/2025	2.18	603-4-9151-4332
603						
7532374	1	FREIGHT	Invoice	08/29/2025	.87	603-4-9151-4332
Total 36425 WINE MERCHANTS:					768.08	
WINEBOW						
603						
MN00171538	1	WINE	Invoice	08/29/2025	180.00	603-4-9111-4253
603						
MN00171538	2	LIQUOR	Invoice	08/29/2025	420.00	603-4-9111-4251
603						
MN00171538	3	FREIGHT	Invoice	08/29/2025	12.00	603-4-9111-4332
Total 14002 WINEBOW:					612.00	
YALE MECHANICAL LLC						
101						
273592	1	RTU REPAIRS - FS1	Invoice	08/31/2025	1,367.00	101-4-2310-4401
Total 36620 YALE MECHANICAL LLC:					1,367.00	
ZIEGLER INC						
101						
CM000272235	1	PARTS REFUND	Invoice	06/20/2025	112.79-	101-4-3120-4221
101						
IN002044943	1	PARTS #96	Invoice	08/29/2025	283.99	101-4-3120-4221
Total 36900 ZIEGLER INC:					171.20	
Total :					677,993.29	
Grand Totals:					677,993.29	

Summary by General Ledger Account Number

GL Account Number	Debit	Credit	Net
101-3-0000-3233	1,817.16	.00	1,817.16
101-4-1110-4361	15,725.00	.00	15,725.00
101-4-1110-4409	108.50	.00	108.50
101-4-1110-4440	94.59	.00	94.59
101-4-1120-4201	15.96	.00	15.96
101-4-1120-4226	279.40	.00	279.40
101-4-1120-4319	661.00	.00	661.00
101-4-1210-4201	91.94	.00	91.94
101-4-1210-4361	33.00	.00	33.00
101-4-1210-4404	11,972.04	.00	11,972.04
101-4-1210-4409	1,288.00	.00	1,288.00
101-4-1220-4201	31.92	.00	31.92
101-4-1310-4201	234.92	.00	234.92
101-4-1350-4219	582.06	.00	582.06
101-4-1350-4319	10,473.75	160.00-	10,313.75
101-4-1350-4331	37.00	.00	37.00
101-4-1350-4404	6,470.00	.00	6,470.00
101-4-1400-4304	20,664.93	.00	20,664.93
101-4-1510-4201	47.88	.00	47.88
101-4-1510-4359	172.00	.00	172.00
101-4-1510-4361	33.00	.00	33.00
101-4-1600-4217	304.20	.00	304.20
101-4-1600-4219	424.43	.00	424.43
101-4-1600-4361	2,682.00	.00	2,682.00
101-4-1600-4389	4,912.60	.00	4,912.60
101-4-1600-4401	445.00	.00	445.00
101-4-2110-4201	74.00	.00	74.00
101-4-2110-4219	531.09	.00	531.09
101-4-2110-4361	18,331.00	.00	18,331.00
101-4-2110-4404	162.63	.00	162.63
101-4-2120-4217	371.83	.00	371.83
101-4-2120-4219	215.19	.00	215.19
101-4-2120-4221	179.85	.00	179.85
101-4-2120-4331	125.00	.00	125.00
101-4-2120-4404	1,165.00	.00	1,165.00
101-4-2130-4217	299.99	.00	299.99
101-4-2130-4219	381.09	.00	381.09
101-4-2130-4433	131.00	.00	131.00
101-4-2150-4217	99.95	.00	99.95
101-4-2190-4219	2,680.24	32.76-	2,647.48
101-4-2190-4361	5,058.00	.00	5,058.00
101-4-2190-4389	542.42	.00	542.42
101-4-2190-4401	2,567.06	.00	2,567.06
101-4-2310-4201	67.04	.00	67.04
101-4-2310-4321	130.90	.00	130.90
101-4-2310-4361	4,024.00	.00	4,024.00
101-4-2310-4389	2,800.80	.00	2,800.80
101-4-2310-4401	1,419.50	.00	1,419.50
101-4-2310-4404	250.00	.00	250.00
101-4-2320-4217	1,091.20	.00	1,091.20
101-4-2320-4321	51.74	.00	51.74
101-4-2320-4404	2,625.00	.00	2,625.00
101-4-2330-4389	317.20	.00	317.20
101-4-2410-4201	47.88	.00	47.88
101-4-2410-4219	65.40	.00	65.40
101-4-2410-4361	106.00	.00	106.00
101-4-2420-4361	37.00	.00	37.00
101-4-2440-4219	6.38	.00	6.38

Summary by General Ledger Account Number

GL Account Number	Debit	Credit	Net
101-4-2440-4409	621.00	.00	621.00
101-4-3120-4212	18,247.49	.00	18,247.49
101-4-3120-4217	111.50	.00	111.50
101-4-3120-4219	3,428.38	.00	3,428.38
101-4-3120-4221	319.18	112.79-	206.39
101-4-3120-4361	6,337.00	.00	6,337.00
101-4-3120-4389	1,080.03	.00	1,080.03
101-4-3120-4401	170.00	.00	170.00
101-4-3130-4219	456.00	.00	456.00
101-4-3150-4212	1,301.13	.00	1,301.13
101-4-3150-4219	626.53	.00	626.53
101-4-3150-4221	636.50	.00	636.50
101-4-3300-4201	15.96	.00	15.96
101-4-3300-4303	3,000.00	.00	3,000.00
101-4-3300-4361	37.00	.00	37.00
101-4-5110-4219	1,842.05	.00	1,842.05
101-4-5110-4221	456.70	.00	456.70
101-4-5110-4331	56.00	.00	56.00
101-4-5110-4361	7,939.00	.00	7,939.00
101-4-5110-4389	8,888.04	.00	8,888.04
101-4-5110-4415	412.52	.00	412.52
101-4-5210-4219	31.92	.00	31.92
101-4-5210-4321	120.00	.00	120.00
101-4-5210-4361	1,187.00	.00	1,187.00
101-4-5210-4401	60.00	.00	60.00
101-4-5220-4219	596.27	.00	596.27
101-4-5230-4219	7,646.99	.00	7,646.99
101-4-5230-4409	500.00	.00	500.00
101-4-5510-4219	176.03	.00	176.03
101-4-6210-4361	27.00	.00	27.00
101-4-6210-4440	25.56	.00	25.56
211-4-5600-4219	23.98	.00	23.98
211-4-5600-4361	1,691.00	.00	1,691.00
211-4-5600-4389	64.47	.00	64.47
211-4-5600-4401	82.50	.00	82.50
211-4-5600-4405	2,490.00	.00	2,490.00
211-4-5600-4409	419.00	.00	419.00
221-4-5400-4219	1,520.90	.00	1,520.90
221-4-5400-4361	8,141.00	.00	8,141.00
221-4-5400-4389	8,936.49	.00	8,936.49
221-4-5400-4401	4,206.34	.00	4,206.34
221-4-5400-4409	277.50	.00	277.50
221-4-5410-4409	129.50	.00	129.50
221-4-5430-4219	150.97	.00	150.97
221-4-5430-4259	1,088.59	.00	1,088.59
225-4-5110-4319	4,979.00	.00	4,979.00
228-4-7000-4319	1,015.00	.00	1,015.00
228-4-7000-4389	288.25	.00	288.25
245-4-6210-4319	1,067.50	.00	1,067.50
290-4-1210-4409	700.00	.00	700.00
290-4-9220-4409	1,330.00	.00	1,330.00
291-4-7000-4361	5,558.00	.00	5,558.00
411-4-1350-4219	2,864.56	.00	2,864.56
602-4-9010-4321	96.40	.00	96.40
602-4-9010-4331	585.00	.00	585.00

Summary by General Ledger Account Number

GL Account Number	Debit	Credit	Net
602-4-9020-4219	16,379.51	.00	16,379.51
602-4-9020-4361	9,540.00	.00	9,540.00
602-4-9020-4384	325.72	.00	325.72
602-4-9020-4389	334.28	.00	334.28
602-4-9020-4404	530.55	.00	530.55
602-4-9020-4417	318.21	.00	318.21
602-4-9050-4219	182.19	.00	182.19
602-4-9050-4389	2,584.86	.00	2,584.86
602-4-9050-4560	58,786.00	.00	58,786.00
602-4-9070-4319	455.00	.00	455.00
603-4-9111-4251	49,658.85	1,012.40-	48,646.45
603-4-9111-4252	75,373.55	164.86-	75,208.69
603-4-9111-4253	11,307.71	28.29-	11,279.42
603-4-9111-4255	4,169.10	.00	4,169.10
603-4-9111-4256	2,209.86	.00	2,209.86
603-4-9111-4332	1,084.97	41.76-	1,043.21
603-4-9112-4219	263.89	.00	263.89
603-4-9112-4319	13,400.00	.00	13,400.00
603-4-9112-4361	879.00	.00	879.00
603-4-9112-4389	4,200.02	.00	4,200.02
603-4-9112-4404	411.55	.00	411.55
603-4-9112-4433	272.50	.00	272.50
603-4-9151-4251	19,545.37	192.83-	19,352.54
603-4-9151-4252	30,509.87	483.06-	30,026.81
603-4-9151-4253	5,085.19	.00	5,085.19
603-4-9151-4255	2,374.31	.00	2,374.31
603-4-9151-4256	426.80	.00	426.80
603-4-9151-4332	554.29	4.93-	549.36
603-4-9152-4219	66.44	.00	66.44
603-4-9152-4361	841.00	.00	841.00
603-4-9152-4389	143.31	.00	143.31
603-4-9152-4404	499.42	.00	499.42
603-4-9152-4433	272.50	.00	272.50
604-4-9410-4319	6,600.00	.00	6,600.00
605-4-9210-4219	153.00	.00	153.00
605-4-9210-4384	18,476.66	.00	18,476.66
605-4-9210-4409	102,102.70	.00	102,102.70
607-4-9310-4409	292.40	.00	292.40
Grand Totals:	680,226.97	2,233.68-	677,993.29

Summary by General Ledger Posting Period

GL Posting Period	Debit	Credit	Net
00/00	680,226.97	2,233.68-	677,993.29
Grand Totals:	680,226.97	2,233.68-	677,993.29

Summary by General Ledger Posting Period

GL Posting Period	Debit	Credit	Net
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Report Criteria:

Invoice Detail.GL account (3 Characters) = {<>} "920"
Invoice Detail.GL account (3 Characters) = {<>} "910"
Invoice Detail.Created by = {<>} "jdengerud"

Report Criteria:

Report type: Invoice detail

Vendor.Vendor number = {<>} 13164 {AND} {<>} 13165 {AND} {<>} 14623

Check.Type = {<>} "Adjustment"

Bank.Bank number = 1

[Report].Invoice GL Account = {<>} "1012040"

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount	Bank Number
130715										
09/25	09/05/2025	130715	10138	A T & T MOBILITY	X08282025	101-4-2130-4433	.00	83.92	83.92	1
Total 130715:							.00		83.92	
130716										
09/25	09/05/2025	130716	10138	A T & T MOBILITY	X09032025	602-4-9010-4321	.00	10.73	10.73	1
Total 130716:							.00		10.73	
130717										
09/25	09/05/2025	130717	52380	ATLAS STAFFING, INC	699424	101-4-1210-4409	.00	1,288.00	1,288.00	1
Total 130717:							.00		1,288.00	
130718										
09/25	09/05/2025	130718	15573	CULLIGAN	101X4055570	602-4-9020-4219	.00	41.00	41.00	1
09/25	09/05/2025	130718	15573	CULLIGAN	101X4059220	602-4-9020-4219	.00	20.50	20.50	1
Total 130718:							.00		61.50	
130719										
09/25	09/05/2025	130719	15887	DACOTAH PAPER CO	76168	101-4-1600-4219	.00	66.57	66.57	1
09/25	09/05/2025	130719	15887	DACOTAH PAPER CO	76169	101-4-5110-4219	.00	107.10	107.10	1
09/25	09/05/2025	130719	15887	DACOTAH PAPER CO	84246	101-4-2310-4219	.00	356.63	356.63	1
Total 130719:							.00		530.30	
130720										
09/25	09/05/2025	130720	52470	LINDA MEALEY-LOHMANN	7-18-25 MEDI	101-4-1400-4304	.00	775.00	775.00	1

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount	Bank Number
Total 130720:							.00		775.00	
130721										
09/25	09/05/2025	130721	12332	MARCO TECHNOLOGIES LLC	563134964	221-4-5400-4415	.00	3,708.19	3,708.19	1
Total 130721:							.00		3,708.19	
130722										
09/25	09/05/2025	130722	28650	ODP BUSINESS SOLUTIONS, LLC	435973100001	101-4-2110-4201	.00	110.59	110.59	1
09/25	09/05/2025	130722	28650	ODP BUSINESS SOLUTIONS, LLC	435973307001	101-4-2110-4201	.00	49.07	49.07	1
09/25	09/05/2025	130722	28650	ODP BUSINESS SOLUTIONS, LLC	435973308001	101-4-2110-4201	.00	21.47	21.47	1
09/25	09/05/2025	130722	28650	ODP BUSINESS SOLUTIONS, LLC	435973309001	101-4-2110-4201	.00	52.72	52.72	1
Total 130722:							.00		233.85	
130723										
09/25	09/05/2025	130723	28937	O'REILLY AUTOMOTIVE, INC	82825	101-4-5110-4221	.00	2,215.12	2,215.12	1
Total 130723:							.00		2,215.12	
130724										
09/25	09/05/2025	130724	12551	SYSCO MINNESOTA INC	647102539	221-4-5430-4259	.00	2,903.25	2,903.25	1
Total 130724:							.00		2,903.25	
130725										
09/25	09/05/2025	130725	35560	US AUTOFORCE	INV001116471	101-4-5110-4221	.00	443.40	443.40	1
Total 130725:							.00		443.40	
1008565										
09/25	09/08/2025	1008565	17700	ELK RIVER MUNICIPAL UTILITIES	8-20-25 ERMU	602-4-9050-4389	.00	53,650.16	53,650.16	1
Total 1008565:							.00		53,650.16	
1008566										
09/25	09/08/2025	1008566	52440	MEND COLLABORATIVE, INC	COER2501-00	225-4-5110-4319	.00	6,150.18	6,150.18	1

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount	Bank Number
Total 1008566:							.00		6,150.18	
1008567										
09/25	09/08/2025	1008567	14328	ROSENQUIST CONSTRUCTION I	42271	101-4-2190-4401	.00	615.00	615.00	1
Total 1008567:							.00		615.00	
1008568										
09/25	09/08/2025	1008568	33601	SYMBOL ARTS	537469	290-4-2330-4219	.00	3,970.50	3,970.50	1
Total 1008568:							.00		3,970.50	
1008569										
09/25	09/08/2025	1008569	13814	WRUCK SEWER & PORTABLE RENTA	I27424	101-4-5110-4415	.00	120.00	120.00	1
09/25	09/08/2025	1008569	13814	WRUCK SEWER & PORTABLE RENTA	I27428	101-4-5110-4415	.00	600.00	600.00	1
09/25	09/08/2025	1008569	13814	WRUCK SEWER & PORTABLE RENTA	I27429	101-4-5110-4415	.00	400.00	400.00	1
09/25	09/08/2025	1008569	13814	WRUCK SEWER & PORTABLE RENTA	I27432	101-4-5110-4415	.00	220.00	220.00	1
09/25	09/08/2025	1008569	13814	WRUCK SEWER & PORTABLE RENTA	I27517	101-4-5110-4415	.00	210.00	210.00	1
09/25	09/08/2025	1008569	13814	WRUCK SEWER & PORTABLE RENTA	I27518	101-4-5110-4415	.00	2,008.17	2,008.17	1
Total 1008569:							.00		3,558.17	
Grand Totals:							.00		80,197.27	

Summary by General Ledger Account Number

GL Account	Debit	Credit	Proof
101-2020	941.92	24,594.03-	23,652.11-
101-4-1110-4321	37.98	.00	37.98
101-4-1210-4321	38.23	.00	38.23
101-4-1210-4409	1,288.00	.00	1,288.00
101-4-1350-4321	99.86	.00	99.86
101-4-1350-4404	2,114.82	.00	2,114.82
101-4-1400-4304	775.00	.00	775.00
101-4-1600-4219	84.43	.00	84.43

GL Account	Debit	Credit	Proof
101-4-1600-4321	128.01	.00	128.01
101-4-2110-4201	233.85	.00	233.85
101-4-2110-4321	.00	931.92-	931.92-
101-4-2120-4221	248.34	.00	248.34
101-4-2130-4433	45.94	.00	45.94
101-4-2190-4389	64.15	.00	64.15
101-4-2190-4401	615.00	.00	615.00
101-4-2310-4219	356.63	.00	356.63
101-4-2310-4321	631.66	.00	631.66
101-4-2320-4221	9.70	.00	9.70
101-4-2330-4389	345.97	.00	345.97
101-4-3120-4219	31.96	.00	31.96
101-4-3120-4221	492.36	.00	492.36
101-4-3120-4389	5,247.98	.00	5,247.98
101-4-3150-4219	299.97	.00	299.97
101-4-3150-4221	340.11	.00	340.11
101-4-5110-4219	107.10	.00	107.10
101-4-5110-4221	886.35	10.00-	876.35
101-4-5110-4389	6,512.46	.00	6,512.46
101-4-5110-4415	3,558.17	.00	3,558.17
221-2020	.00	43,717.39-	43,717.39-
221-4-5400-4219	4.41	.00	4.41
221-4-5400-4389	40,151.56	.00	40,151.56
221-4-5400-4415	658.17	.00	658.17
221-4-5430-4219	102.20	.00	102.20
221-4-5430-4259	2,801.05	.00	2,801.05
225-2020	.00	6,150.18-	6,150.18-
225-4-5110-4319	6,150.18	.00	6,150.18
290-2020	.00	3,970.50-	3,970.50-
290-4-2330-4219	3,970.50	.00	3,970.50
602-2020	.00	2,281.91-	2,281.91-
602-4-9010-4321	44.89	.00	44.89
602-4-9010-4404	510.02	.00	510.02
602-4-9020-4219	398.96	.00	398.96
602-4-9050-4389	1,328.04	.00	1,328.04
603-2020	.00	425.18-	425.18-
603-4-9112-4404	212.59	.00	212.59
603-4-9152-4404	212.59	.00	212.59

GL Account	Debit	Credit	Proof
Grand Totals:	82,081.11	82,081.11-	.00

Dated: _____

Mayor: _____

City Council: _____

City Recorder: _____

Report Criteria:
Report type: Invoice detail
Vendor.Vendor number = {<>} 13164 {AND} {<>} 13165 {AND} {<>} 14623
Check.Type = {<>} "Adjustment"
Bank.Bank number = 1
[Report].Invoice GL Account = {<>} "1012040"



Request for Action

To
City Council

Item Number
4.4

Meeting Date
September 15, 2025

Prepared By
Jolene Richter, Deputy Clerk

Item Description
Temporary Liquor License: Aegir Brewing Company

Reviewed by
Cal Portner
Tina Allard

Action Requested

Approve, by motion, Temporary On-Sale Liquor License for Aegir Brewing Company, LLC, 19050 Industrial Blvd NW, for October 18, 2025.

Background/Discussion

Aegir Brewing Company has applied for a Temporary On-Sale Liquor License for their current location for October 18, 2025. All application materials have been submitted and reviewed. Once the Council approves, the license will be sent to the state for approval and issuance.

Financial Impact
N/A

Mission/Policy/Goal
Elk River Mission

Attachments
None

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Request for Action

To
City Council

Item Number
4.5

Meeting Date
September 15, 2025

Prepared By
Jolene Richter, Deputy Clerk

Item Description
On-Sale Intoxicating Liquor License: MFS Foods Inc.,
DBA Topsy on Main

Reviewed by
Cal Portner
Tina Allard

Action Requested

Approve, by motion, an On-Sale Intoxicating Liquor License to MFS Foods Inc. DBA Topsy On Main. License valid through June 30, 2026.

Background/Discussion

MFS Foods Inc. DBA Topsy On Main is changing ownership and is requesting an On-Sale Intoxicating Liquor License for their current location at 709 Main Street NW.

The new ownership must have their own Intoxicating Liquor License.

Financial Impact
N/A

Mission/Policy/Goal
Elk River Mission

Attachments
None

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Request for Action

To
City Council

Item Number
4.6

Meeting Date
September 15, 2025

Prepared By
Lauren Wipper, Human Resources Manager

Item Description
2026 Flexible Benefits Plan

Reviewed by
Cal Portner
Tina Allard

Action Requested
Approve, by motion, the 2026 Flexible Benefits Plan design.

Background/Discussion

The city provides a cafeteria plan for employees to make insurance elections. Each eligible employee receives a set dollar amount to spend on the plan, which is based on their elected family-level of medical insurance coverage. If any city contribution money remains after employees make their medical election, those funds can be spent on other benefits within the cafeteria plan.

We had better medical claims experience this year than in the recent past, but still reported a 108.2% Claims Loss Ratio. The targeted Claims Loss Ratio is 80 to 85%. The Better Health Collective actuary study showed a 19% increase in premiums for us, and is roughly what we received (18.8%). The good news is that our rate cap for next year dropped from 19% to 16%, so it looks like they recognize that we're moving in the right direction.

Despite the large increase, we decided to stay with the plans we've been offering and add one more. The plan we added has a higher deductible with an 80/20 co-insurance, thus providing a lower premium cost. This allows employees to reduce their guaranteed annual cost (the premium) by taking on additional risk with the higher deductible and co-insurance.

Our life and dental rates are not increasing this year, and life has a 2-year rate hold.

Other Insurance

With the start of MN Paid Leave on January 1, 2026, we have moved our long-term and short-term disability plans to a new broker, Integrity Insurance. Our long-term disability insurance will stay with Madison National Life for coverage, and our short-term disability will switch to MetLife. MetLife will also be our MN Paid Leave carrier. This will allow for seamless coordination between MN Paid Leave and short-term disability. The need for short-term disability should be largely curtailed as MN Paid Leave will take much of its place. With that, the rates for short-term disability have also been greatly reduced.

MetLife also offers ancillary benefits very similar to the ones we offer through Aflac. We have decided to

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eliminate offering Aflac plans and switch to the MetLife group plans. The plans are very similar, and the cost is generally less. Employees who wish to stay with Aflac can do so by paying their premiums directly to Aflac.

Financial Impact

The 2026 insurance costs are included in the 2026 preliminary budget.

Mission/Policy/Goal

The Elk River Mission Statement.

Attachments

- I. 2026 Insurance Rate Sheet

2026 Flexible Benefits Plan Renewal Rates

	<u>Single</u>	<u>+Spouse</u>	<u>+Child(ren)</u>	<u>Family</u>
City Contribution	753.00	1,570.00	1,557.00	2,211.00
 \$1700 BCBS Aware	963.00	2,077.00	2,062.00	2,968.00
Monthly Employee Cost	210.00	507.00	505.00	757.00
Annual Employee Cost	2,520.00	6,084.00	6,060.00	9,084.00
 \$3400 BCBS Aware	856.00	1,845.00	1,832.00	2,636.00
Monthly Employee Cost	103.00	275.00	275.00	425.00
Annual Employee Cost	1,236.00	3,300.00	3,300.00	5,100.00
 \$3400 BCBS High Value	798.00	1,720.00	1,708.00	2,457.00
Monthly Employee Cost	45.00	150.00	151.00	246.00
Annual Employee Cost	540.00	1,800.00	1,812.00	2,952.00
 \$4400 80/20 BCBS Aware	748.00	1,605.00	1,594.00	2,280.00
Monthly Employee Cost	-5.00	35.00	37.00	69.00
Annual Employee Cost	-60.00	420.00	444.00	828.00
 Opt-Out of Medical	300.00			
 DeltaDental	43.86			116.08
 Add'l Monthly HSA Contribution	0.00	0.00	0.00	0.00



Request for Action

To
City Council

Item Number
4.7

Meeting Date
September 15, 2025

Prepared By
Lauren Whipper, Human Resources Manager

Item Description
Hire Administrative Assistant for the Fire Department

Reviewed by
Cal Portner
Tina Allard

Action Requested

Approve, by motion, the hiring of Giselle Hattesoehl for the position of part-time administrative assistant for the fire department effective September 17, 2025.

Background/Discussion

We went to market to fill this position and received 162 applications. Staff first interviewed five candidates and then offered interviews to 18 more. Following backgrounds and reference calls, staff recommends Giselle Hattesoehl for the position.

Ms. Hattesoehl has a background in optometry and as a program coordinator for soccer. Most recently, Ms. Hattesoehl managed the tanning and wellness business she and her husband owned while living in Florida.

Ms. Hattesoehl will start at step A of pay grade 6N, which is \$23.43 per hour. In this part-time position, she is eligible for prorated vacation, earned sick and safe time, and holidays as well as PERA. All pay and benefits are consistent with city policy.

Financial Impact

This is a budgeted position.

Mission/Policy/Goal

The Elk River Mission Statement.

Attachments

None

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Request for Action

To
City Council

Item Number
6.1

Meeting Date
September 15, 2025

Prepared By
Jolene Richter, Deputy Clerk

Item Description
City of Elk River Volunteer of the Month

Reviewed by
Cal Portner
Tina Allard

Action Requested
Mayor Dietz will recognize and present a plaque to the September Volunteer of the Month Award recipient.

Background/Discussion
Mayor Dietz established the City of Elk River Volunteer of the Month Award program to recognize Elk River residents for their volunteer contributions and commitment to community service.

Financial Impact
N/A

Mission/Policy/Goal
Elk River Mission

Attachments
None

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Request for Action

To
City Council

Item Number
6.2

Meeting Date
September 15, 2025

Prepared By
Jolene Richter, Deputy Clerk

Item Description
Proclamation: Constitution Week

Reviewed by
Cal Portner
Tina Allard

Action Requested

1. Proclaim, by motion, September 17-23, 2025, as Constitution Week.
2. Mayor Dietz to read and present the proclamation to Marilyn Schroeder.

Background/Discussion

The Daughters of the American Revolution (DAR), Anoka Chapter, requested the city proclaim September 17-23, 2025, as Constitution Week. Elk River is part of the Anoka Chapter DAR.

Elk River resident Marilyn Schroeder will be present to accept the proclamation on behalf of DAR.

Financial Impact
N/A

Mission/Policy/Goal
Reflect the culture of citizens and what is important.

Attachments
I. Proclamation Constitution Week DAR

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Proclamation

Designating September 17-23, 2025 as Constitution Week

WHEREAS, 2025 marks the two hundred thirty-eighth anniversary of the drafting of the Constitution of the United States of America by the Constitutional Convention; and

WHEREAS, it is fitting and proper to accord official recognition to this magnificent document and its memorable anniversary; and to the patriotic celebrations which will commemorate the occasion; and

WHEREAS, Public Law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17 through 23 as Constitution Week; and

NOW, THEREFORE, BE IT RESOLVED, that I, John J. Dietz, Mayor of Elk River, do hereby proclaim the week of September 17 through 23, 2025 as Constitution Week.



John J. Dietz, Mayor

ATTEST:

Tina Allard, City Clerk



Request for Action

To
City Council

Item Number
7.1

Meeting Date
September 15, 2025

Prepared By
Chris Leeseberg, Senior Planner

Item Description
Conditional Use Permit: Motor Vehicle Sales and Repair, Pavel Liashkovich - 15777 Jarvis St NW

Reviewed by
Zack Carlton
Cal Portner
Tina Allard

Action Requested

Approve, by motion, the Conditional Use Permit with the following conditions to satisfy the standards set forth in Section 30-654:

1. The Conditional Use Permit shall not be recorded until all conditions have been completed.
2. The applicant and/or property owner must apply for all required commercial building, electrical, plumbing, and/or mechanical permits before any associated activities can occur.
3. Outdoor storage of damaged or inoperable vehicles shall be allowed only in the fenced-in outdoor storage area as shown on Exhibit A.
4. Hazardous materials shall be handled and disposed of in accordance with the Minnesota Pollution Control Agency (MPCA).
5. The number of motor vehicle sales dealers shall be limited to two (2).
6. No more than 10 “for sale” vehicles may be displayed on the subject property.
7. All motor vehicle repairs, body work, or detailing shall only occur inside the building.
8. Exterior doors shall be closed while any motor vehicle repair, body work, or detailing occurs.
9. A code analysis finding building code compliance for the entire building shall be prepared by appropriate registered professionals.
10. The parking lot shall be striped to city requirements.
11. Ten signs shall be installed indicating “For Sale” vehicles.
12. Conditions 9-11 must be completed by October 31, 2025, or the CUP will be brought to the City Council on November 17, 2025, to discuss revocation.
13. An amendment to this Conditional Use Permit will be required for future changes/additions not shown on Exhibit A.
14. Conditional Use Permit CU 23-20 shall become void.

Background/Discussion

The property is zoned I3-General Industrial where motor vehicle sales and repair require a Conditional Use Permit (CUP). The applicant is seeking approval of a CUP to store, repair, and sell automobiles, SUVs, small pickup trucks, and bumper and utility trailers (vehicles).

The Elk River Vision

A welcoming community with revolutionary and spirited resourcefulness, exceptional service, and community engagement that encourages and inspires prosperity

The property received a CUP in 2023 for motor vehicle sales in a portion of the existing building, but vehicle repair was not included in the approval. The applicant is requesting an amendment to the CUP to include motor vehicle repair, along with sales, while utilizing the entire building.

Planning Commission

During the public hearing, no one spoke for or against the request, and staff have not received any comments since the commission meeting. The Planning Commission had no questions or concerns about the request and unanimously recommended approval.

Since the meeting, the applicant requested that two (2) dealers be allowed. Staff have no concerns about that request as there is ample parking available on the parcel.

Financial Impact

None

Mission/Policy/Goal

Meet changing needs - agile.

Attachments

1. Planning Commission Staff Report dated 8-26-2025
2. Exhibit A
3. CU 25-10 Recording Document
4. 7.1 Cornerstone Builders 9-15-2025 Presentation



Request for Action

To
Planning Commission

Item Number
4.3

Meeting Date
August 26, 2025

Prepared By
Chris Leeseberg, Senior Planner

Item Description
Conditional Use Permit: Motor Vehicle Sales and Repair, Pavel Liashkovich - 15777 Jarvis St NW

Reviewed by
Zack Carlton

Action Requested

Recommend, by motion, approval of the Conditional Use Permit with the following conditions to satisfy the standards set forth in Section 30-654:

1. The Conditional Use Permit shall not be recorded until all conditions have been completed.
2. The applicant and/or property owner must apply for all required commercial building, electrical, plumbing, and/or mechanical permits before any associated activities can occur.
3. Outdoor storage of damaged or inoperable vehicles shall be allowed only in the fenced-in outdoor storage area as shown on Exhibit A.
4. Hazardous materials shall be handled and disposed of in accordance with the Minnesota Pollution Control Agency (MPCA).
5. The number of motor vehicle sales dealers shall be limited to one (1).
6. No more than 10 "for sale" vehicles may be displayed on the subject property.
7. All motor vehicle repairs, body work, or detailing shall only occur inside the building.
8. Exterior doors shall be closed while any motor vehicle repair, body work, or detailing occurs.
9. A code analysis finding building code compliance for the entire building shall be prepared by appropriate registered professionals.
10. The parking lot shall be striped to city requirements.
11. Ten signs shall be installed indicating "For Sale" vehicles.
12. Conditions 9-11 must be completed by October 31, 2025, or the CUP will be brought to the City Council on November 17, 2025, to discuss revocation.
13. An amendment to this Conditional Use Permit will be required for future changes/additions not shown on Exhibit A.
14. Conditional Use Permit CU 23-20 shall become void.

Background/Discussion

The property is zoned I3-General Industrial where motor vehicle sales and repair require a Conditional Use Permit (CUP). The applicant is seeking a CUP to store and sell automobiles/ SUVs small pickup trucks as well as bumper and utility trailers (vehicles) and to be able to repair these items.

The Elk River Vision

A welcoming community with revolutionary and spirited resourcefulness, exceptional service, and community engagement that encourages and inspires prosperity

The property received a CUP in 2023 for only motor vehicle sales in a portion of the existing building, but motor vehicle repair was not approved. The applicant is requesting an amendment to the CUP to include motor vehicle repair, along with sales, utilizing the entire building.

The hours of operation will be Monday-Friday 8:00 a.m. – 5:00 p.m. and on Saturdays by appointment.

Parking

The city ordinance states:

- Auto sales, trailer sales, marine and boat sales, implement sales, garden supply store, or building materials sales: one parking space for each 500 square feet of floor area.
- Open sales or rental lots shall also provide one parking space for each 5,000 square feet of land which is to be used for sales and display area.
- Office building: one parking space for each 300 square feet of floor area.'
- Automobile repair service station: one parking space for each 300 square feet of floor area.
- The state also requires "display area" for a minimum of 5 vehicles per dealer.

There is an adequate area on the property to support parking requirements.

Outdoor Storage

A large portion of the property has an existing fenced-in area that will be utilized for the storage of damaged and inoperable vehicles.

Building Requirements

The proposed motor vehicle repair garage was not approved by the original CUP and is a change of use of the building. In the building code, repair garages are required to have a fire suppression system if they are larger than 12,000 sq.ft. or there needs to be fire walls that separate fire areas within the building. The applicant's architect will need to discuss this with the building owner/tenant to see how they will comply with these code provisions. Also, the mechanical systems will need to be reviewed by a licensed mechanical engineer verifying the ventilation systems meet the code for this type of use.

Applicable Regulations

The issuance of a Conditional Use Permit can be ordered only if the use at the proposed location:

1. *Will not endanger, injure or detrimentally affect the use and enjoyment of other property in the immediate vicinity or the public health, safety, morals, comfort, convenience or general welfare of the neighborhood or the city.*

The proposed motor vehicle sales and repairs are compatible with the other industrial businesses in the area. The applicant and/or property owner shall ensure vehicles stored on the parking lot do not leak fuels or other hazardous materials. With these measures, the proposed motor vehicle repair shop should not endanger, injure or detrimentally affect the use and enjoyment of other property in the immediate vicinity or the public health, safety, morals, comfort, convenience or general welfare of the neighborhood or the city.

2. *Will be consistent with the comprehensive plan.*

The property is guided as Industrial and the industrial use category includes both heavy and light industrial businesses such as manufacturing, warehousing, and excavation. These uses are primarily located off of Highway 169, Highway 10, and the BNSF Railroad which provide easy access for the transferring of goods throughout the region.

Staff do not see a need to impose specific conditions to satisfy this standard.

3. *Will not impede the normal and orderly development and improvement of surrounding vacant property.*

The surrounding area is developed. The use will not impede the normal and orderly development and improvement of surrounding vacant property.

Staff do not see a need to impose specific conditions to satisfy this standard.

4. *Will be served adequately by and will not adversely affect essential public facilities and services including streets, police and fire protection, drainage, refuse disposal, water and sewer systems, parks and schools; and will not, in particular, create traffic congestion or interference with traffic on adjacent and neighboring public thoroughfares.*

The property will be served adequately by and will not adversely affect essential public facilities and services including streets, police and fire protection, drainage, refuse disposal, water and sewer systems, parks and schools; and will not, in particular, create traffic congestion or interference with traffic on adjacent and neighboring public thoroughfares.

Staff do not see a need to impose specific conditions to satisfy this standard.

5. *Will not involve uses, activities, processes, materials, equipment and conditions of operation that will be detrimental to any persons or property because of excessive traffic, noise, smoke, fumes, glare, odors, dust or vibrations.*

With architectural reviews, motor vehicle sales and repairs will not involve uses, activities, processes, materials, equipment, and conditions of operation that will be detrimental to any persons or property because of excessive traffic, noise, smoke, fumes, glare, odors, dust, or vibrations.

6. *Will not result in the destruction, loss or damage of a natural, scenic or historic feature of major importance.*

The site is already developed and is used for industrial uses. The use will not result in the destruction, loss or damage of a natural, scenic or historic feature of major importance.

Staff do not see a need to impose specific conditions to satisfy this standard.

7. *Will fully comply with all other requirements of this Code, including any applicable requirements and Standards for the issuance of a license or permit to establish and operate the proposed use in the city.*

A code analysis finding building code compliance for the entire building shall be prepared by an appropriate registered professional.

The use will fully comply with all other requirements of this Code, including any applicable requirements and standards for the issuance of a license or permit to establish and operate the proposed use in the city.

If denial of such a permit should occur, it shall accompany recommendations or determinations by findings or a report stating how the proposed use does not comply with the standards set forth in Section 30-654. In the review of the standards for CUP as outlined, it appears that the request is consistent with all of these standards.

Financial Impact

None

Mission/Policy/Goal

Meet changing needs - agile.

Attachments

1. Location Map
2. Project Narrative
3. Submitted Site Plan
4. Submitted Building Plan
5. Booth Exhibit
6. Exhibit A



Project Location Map

Cornerstone Builders

Conditional Use Permit

Case No: CU 25-10

Project Narrative

Proposal to install one professional Garmat 3000 series 27ft paint booth and a paint mixing room.

Paint booth will occupy 369 sq ft and paint mixing room is 150 sq ft of the total shop space of 4800 sq ft

Hours of Operation

8-5

Number of Employees

2

Number of parking stalls required by ordinance: [City Ordinance Section 30-903](#) outlines these requirements.

N/A

Number of existing and proposed parking stalls

N/A

If screening, not associated with outdoor storage, is being proposed, what will it consist of?

N/A

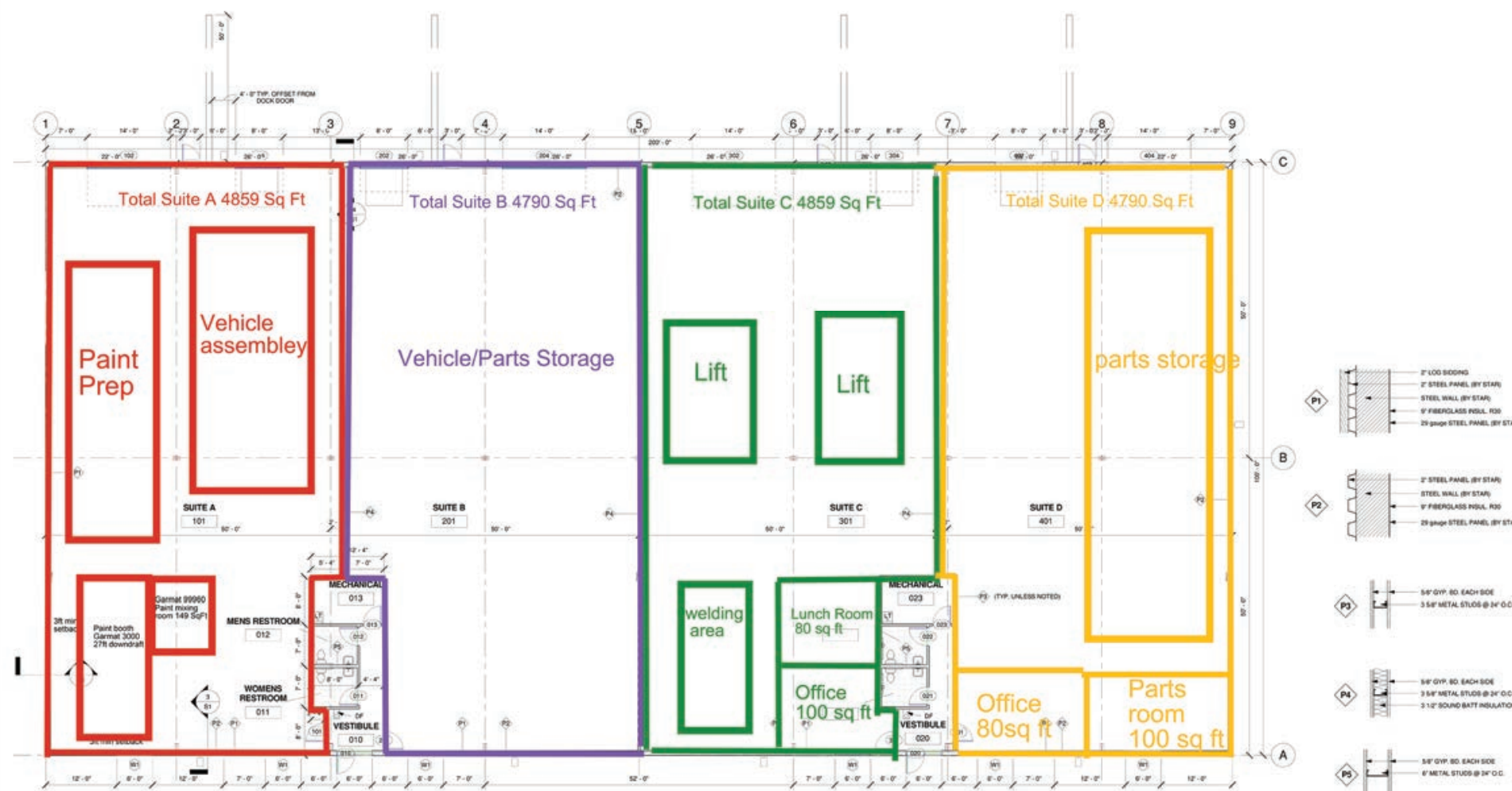
What are the proposed building materials? *The required building materials vary from zoning district to zoning district.*

N/A

Is outdoor storage being proposed? If yes, detail what is being stored, how much/many, and what is the proposed screening? [City Ordinance Section 30-807](#) outlines these requirements.

NO





1 FIRST FLOOR PLAN
1/8" = 1'-0"

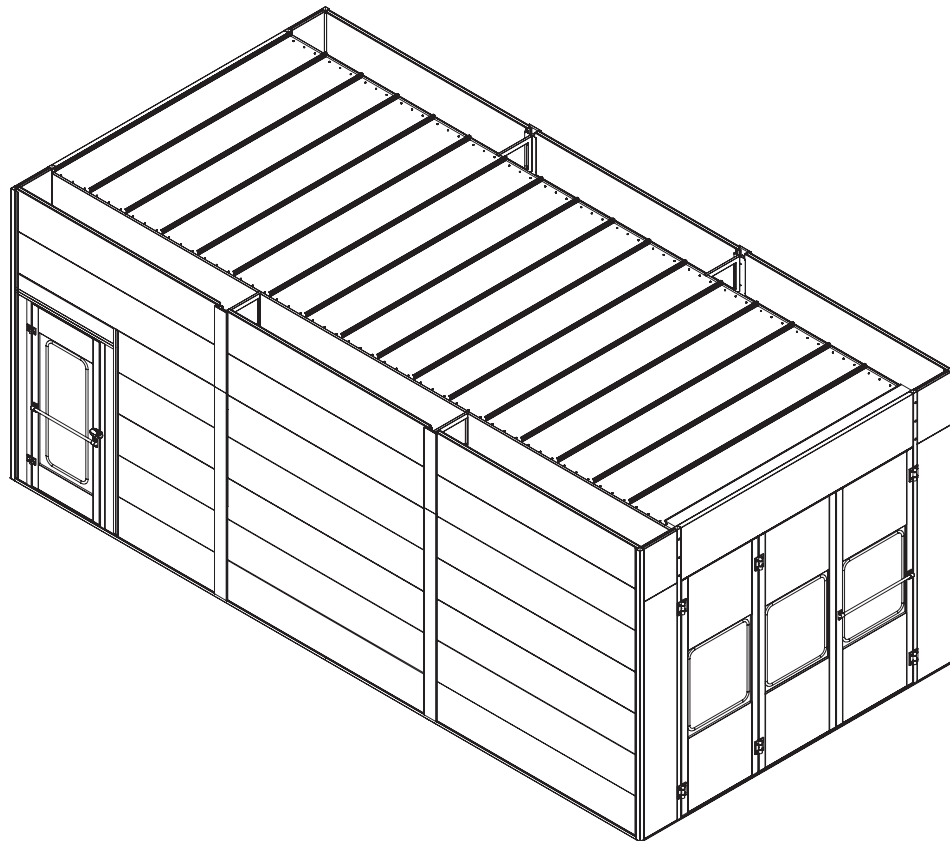
2 PARTITION TYPES
1" = 1'-0"

- P1 2" LOD SIDDING
2" STEEL PANEL (BY STAR)
STEEL WALL (BY STAR)
9" FIBERGLASS INSUL. R20
29 gauge STEEL PANEL (BY STAR)
- P2 2" STEEL PANEL (BY STAR)
STEEL WALL (BY STAR)
9" FIBERGLASS INSUL. R20
29 gauge STEEL PANEL (BY STAR)
- P3 5/8" GYP. BD. EACH SIDE
3 5/8" METAL STUDS @ 24" O.C.
- P4 5/8" GYP. BD. EACH SIDE
3 5/8" METAL STUDS @ 24" O.C.
3 1/2" SOUND BATT INSULATION
- P5 5/8" GYP. BD. EACH SIDE
6" METAL STUDS @ 24" O.C.

REVISIONS 1. 11/1/2015 DOOR CHANGES	I hereby certify that this plan, specification, or contract was prepared by me or under my direct supervision and that I am a duly Licensed Architect under the laws of the state of Minnesota. PAUL HUMISTON License No. 10998	PAUL MEYER ARCHITECTS, INC. 15655 30th Ave. N. #170 PLYMOUTH, MN 55448 (763) 557-9281 FAX: 557-9233	SPORTECH NEW BUILDING 15703 Jarvis St. NW Elk River, MN 55330
JOHN C. WEICHT AND ASSOCIATES P.O. BOX 348 ELK RIVER, MN 55330 PHONE (763) 833-3600 FAX (763) 833-3601 www.jcweichtassociates.com			
FLOOR PLAN As indicated Project No. 2525 Sheet A2			



"INSTALLATION DIAGRAM"



27' 3000 Drive-In Back-Out
Left Rear Side Service Door

Exhibit A



75-00999-0002

1

OUTDOOR VEHICLE STORAGE NOT
ALLOWED OUTSIDE FENCED-IN AREA

A CODE ANALYSIS FROM BUILDING COMPLIANCE SHALL BE COMPLETED BY OCTOBER 31, 2023

ALL LOT AREAS MUST BE MAINTAINED AND
ALL LOT AREAS MUST BE MAINTAINED AND
ALL LOT AREAS MUST BE MAINTAINED AND

75-00805-0105

OUTDOOR VEHICLE STORAGE ONLY
(NOT PARTS, BATTERIES, TIRES, ETC.)
THIS AREA DOES NOT NEED TO BE STRIPED

FOR REFERENCE ONLY: FINAL CONDITIONS AND OUTLINE MAPS APPROVED BY THE CITY COUNCIL, WHICH WILL BE REQUIRED

75-00805-0115

Exhibit A - Updated for the September 9, 2025 Council Meeting



CITY OF ELK RIVER
SHERBURNE COUNTY

CONDITIONAL USE PERMIT
Case No. CU 25-10

Permit. Subject to the terms and conditions set forth herein, the City of Elk River hereby grants a Conditional Use Permit (“Permit”) requested by **Pavel Liashkovich** for the following use:

Conditional Use Permit to allow bus, motor vehicle, and implement storage, maintenance and repair at 15777 Jarvis St NW, Elk River

Property. The Permit is for the following described property (“Subject Property”) in the City of Elk River, Sherburne County, Minnesota:

Lot 1 and Lot 2, Block 1, Ar-Mon Commercial Park Second Addition, Sherburne County, Minnesota

Owner. Owner of the Subject Property at time of the approval of the Permit:

Rich Lee, owner

Conditions. The Permit is issued subject to the following conditions:

1. The Conditional Use Permit shall not be recorded until all conditions have been completed.
2. The applicant and/or property owner must apply for all required commercial building, electrical, plumbing, and/or mechanical permits before any associated activities can occur.
3. Outdoor storage of damaged or inoperable vehicles shall be allowed only in the fenced-in outdoor storage area as shown on Exhibit A.
4. Hazardous materials shall be handled and disposed of in accordance with the Minnesota Pollution Control Agency (MPCA).
5. The number of motor vehicle sales dealers shall be limited to two (2).
6. No more than 10 “for sale” vehicles may be displayed on the subject property.
7. All motor vehicle repairs, body work, or detailing shall only occur inside the building.
8. Exterior doors shall be closed while any motor vehicle repair, body work, or detailing occurs.
9. A code analysis finding building code compliance for the entire building shall be prepared by appropriate registered professionals.
10. The parking lot shall be striped to city requirements.
11. Ten signs shall be installed indicating “For Sale” vehicles.

12. Conditions 9-11 must be completed by October 31, 2025, or the CUP will be brought to the City Council on November 17, 2025, to discuss revocation.
13. An amendment to this Conditional Use Permit will be required for future changes/additions not shown on Exhibit A.
14. Conditional Use Permit CU 23-20 shall become void.

Termination of Permit. The Permit shall remain in effect only for so long as the conditions set for the herein are complied with. The City may revoke the Permit following a public hearing for violation of the terms and/or conditions set forth in the Permit.

Lapse. If within two (2) years of the issuance of the Permit the proposed work described in a conditional use permit has not been substantially completed, the permit shall expire and become void, except that the council may, following recommendation of the planning commission, extend the permit for an additional period determined by the council on the receipt of a request for a permit extension prior to its expiration. A conditional use permit authorizes only the use specified in the permit and shall expire if, for any reason, the authorized use ceases for more than six (6) months.

Criminal Penalty. Both the owner and any occupant of the Subject Property are responsible for compliance with the permit. Violation of the terms of the Permit is a criminal misdemeanor.

Recording. The Permit shall be recorded against the title to Subject Property.

Dated: September 15, 2025.

CITY OF ELK RIVER

By: _____
Mayor John J. Dietz

By: _____
City Clerk Tina Allard

STATE OF MINNESOTA)
) ss.
COUNTY OF SHERBURNE)

The foregoing instrument was acknowledged before me this 15 day of September, 2025, by John J. Dietz and Tina Allard, respectively, the Mayor and City Clerk of the City of Elk River, a Minnesota municipal corporation, on behalf of the corporation and pursuant to the authority granted by the City Council.

Notary Public

DRAFTED BY:
City of Elk River
13065 Orono Parkway NW
Elk River, MN 55330
Phone: 763-635-1032

Item 7.1

Cornerstone Builders

Conditional Use Permit

105

SITE

75-00805-0105

75-00805-0115

Jarvis Street

Background

- I3 - General Industrial
- Motor Vehicle
 - Sales
 - Repair
- CUP required

Background

- Requesting an amendment to the 2023 CUP
 - Motor vehicle sales
 - Adding **Vehicle repair**
 - Utilizing the **Whole building**
 - Outdoor storage in existing fenced-in area
 - Damaged and inoperable vehicles
- Since PC meeting – requesting 2 dealers be allowed

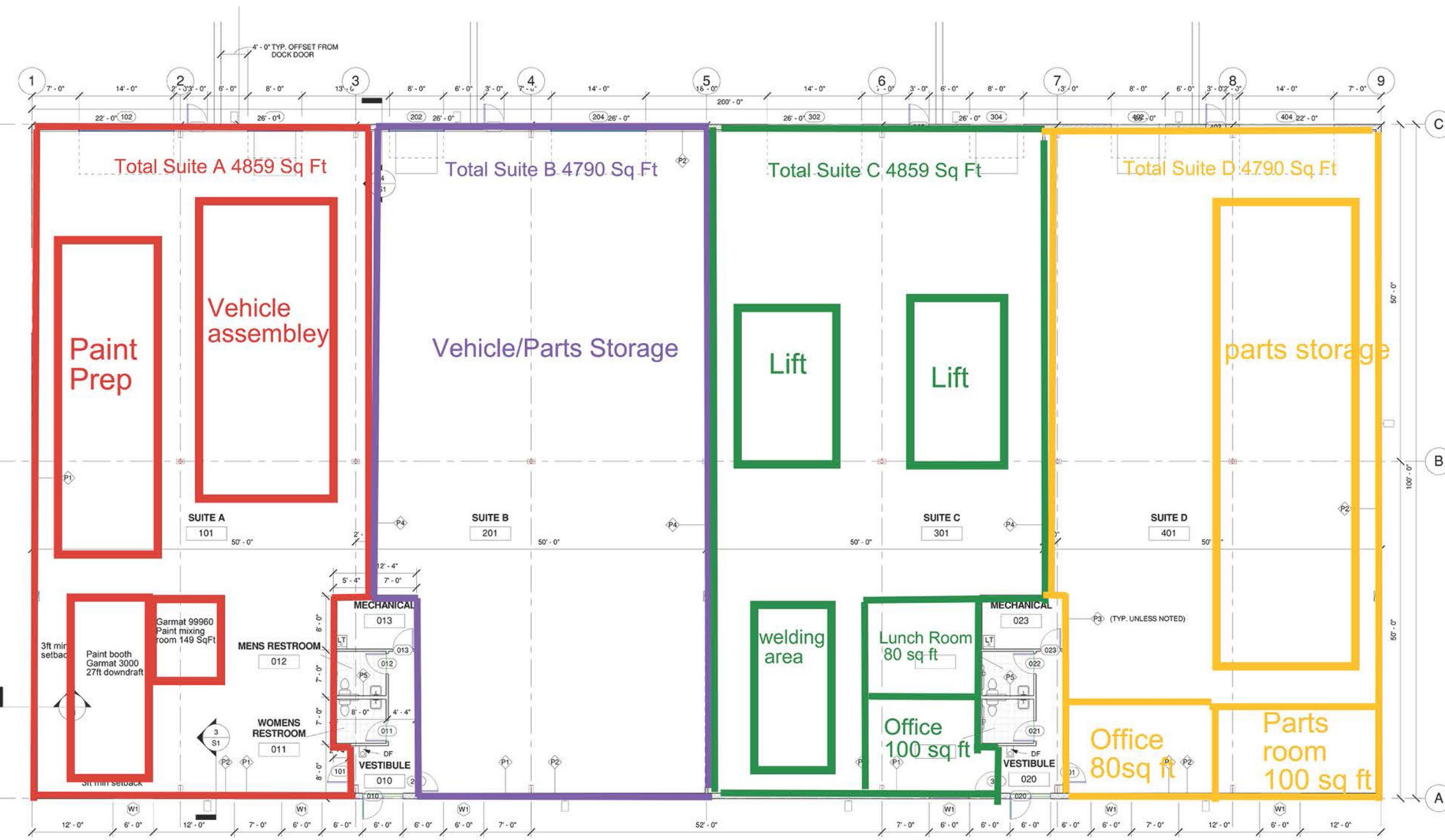


Exhibit A - Updated for the September 9, 2025 Council Meeting



Building Requirements

- Motor vehicle repair was not included with original CUP
- The structure and its use must comply with all applicable commercial building, plumbing, mechanical, and electrical codes

CUP Requirements

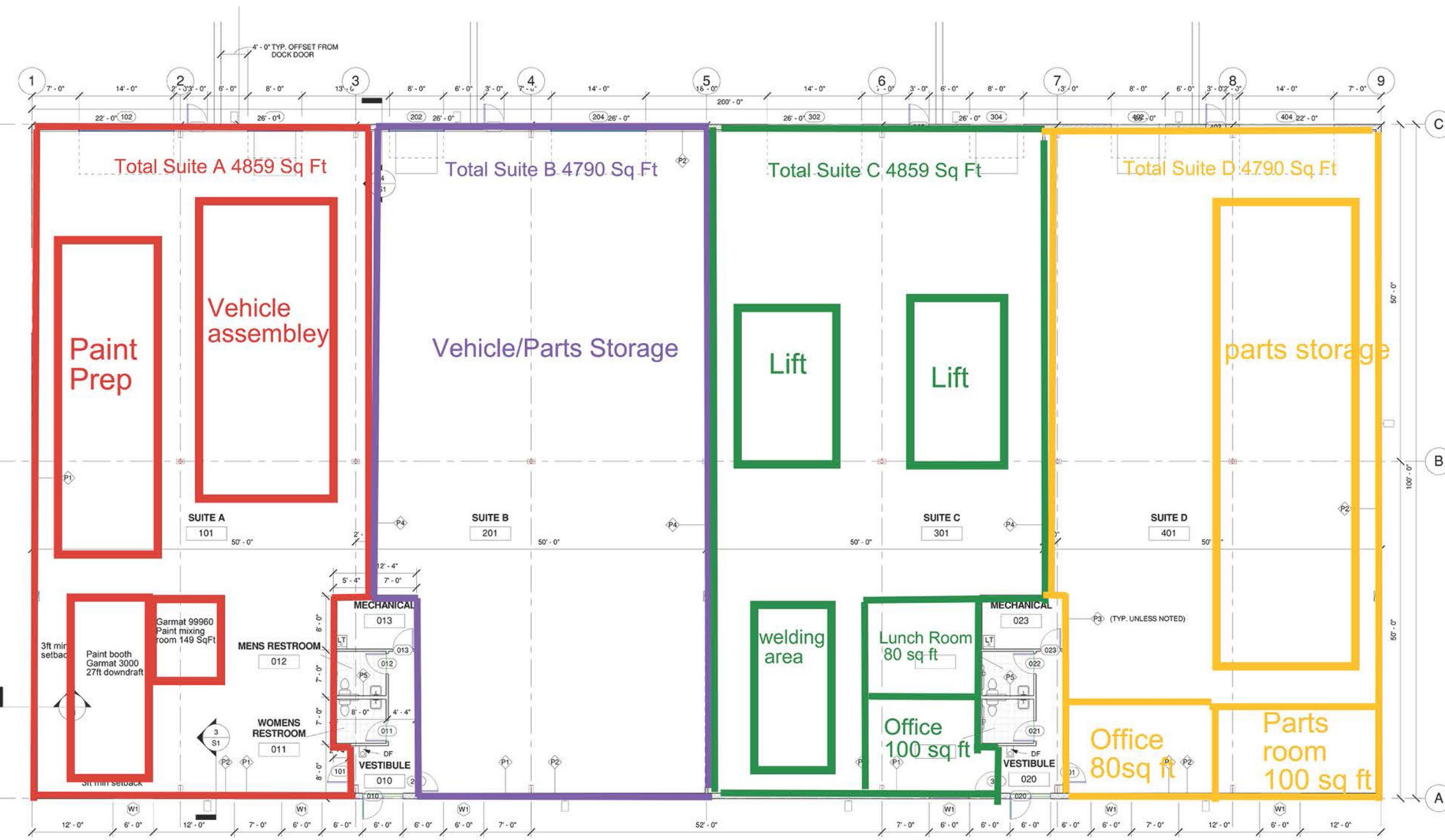
- PC's analysis of the application shows compliance with four of the seven (7) standards required for approval of the CUP
- With the recommended conditions, the other standards should be complied with

Action Requested

- Approve, by motion, the CUP with the 14 conditions outlined in the memo

Exhibit A - Updated for the September 9, 2025 Council Meeting





Conditions

1. The Conditional Use Permit shall not be recorded until all conditions have been completed.
2. The applicant and/or property owner must apply for all required commercial building, electrical, plumbing, and/or mechanical permits before any associated activities can occur.
3. Outdoor storage of damaged or inoperable vehicles shall be allowed only in the fenced-in outdoor storage area as shown on Exhibit A.
4. Hazardous materials shall be handled and disposed of in accordance with the Minnesota Pollution Control Agency (MPCA).
5. The number of motor vehicle sales dealers shall be limited to two (2).
6. No more than 10 “for sale” vehicles may be displayed on the subject property.
7. All motor vehicle repairs, body work, or detailing shall only occur inside the building.
8. Exterior doors shall be closed while any motor vehicle repair, body work, or detailing occurs.
9. A code analysis finding building code compliance for the entire building shall be prepared by appropriate registered professionals.
10. The parking lot shall be striped to city requirements.
11. Ten signs shall be installed indicating “For Sale” vehicles.
12. Conditions 9-11 must be completed by October 31, 2025, or the CUP will be brought to the City Council on November 17, 2025, to discuss revocation.
13. An amendment to this Conditional Use Permit will be required for future changes/additions not shown on Exhibit A.
14. Conditional Use Permit CU 23-20 shall become void.



Request for Action

To
City Council

Item Number
7.2

Meeting Date
September 15, 2025

Prepared By
Chris Leeseberg, Senior Planner

Item Description
Variance: Garage/Accessory Dwelling Unit Size,
Jennifer Belde - 21131 Vernon St NW

Reviewed by
Zack Carlton
Cal Portner
Tina Allard

Action Requested

Direct staff to draft a resolution making findings of fact denying the accessory structure size variances, as the standards for approval, as noted below, are not met. The City Council will consider the resolution on October 20, 2025.

1. The variance is not in harmony with the general purpose and intent of the ordinance, as the proposed ADU exceeds the maximum allowable living area by 600 square feet and the accessory structure exceeds the permitted size by 148 square feet, undermining the ordinance standards intended to ensure ADUs remain subordinate to the principal dwelling and that accessory structures remain consistent with neighborhood character.
2. The variance is not consistent with the Comprehensive Plan, which anticipates orderly residential development supported by zoning standards. Granting the variance would conflict with the implementing ordinances that guide residential scale and character.
3. The property can be reasonably used without the variance, as the zoning ordinance already permits a 1,000 square foot ADU and accessory structures up to 2,500 square feet. A compliant ADU and garage could be constructed without exceeding size limits.
4. The plight of the applicant is not due to circumstances unique to the property, but rather a result of the existing home and garage design, which does not justify exceeding ordinance limits. Economic considerations or design preferences do not constitute practical difficulties.
5. Granting the variance could alter the essential character of the locality, as the size of the proposed ADU may compete in scale with principal dwellings, changing the intended residential character of the R-1a district.

Background/Discussion

The 1.6-acre property, zoned R1-a (Single-Family Residential), is permitted a maximum of 2,500 sq ft. of accessory structure space, including accessory dwelling units (ADU), and a maximum of 1,000 sf of ADUs.

The applicant is proposing a total of 2,648 sq ft. of accessory structures exceeding the maximum allowed by 148 sf, as well as proposing 1,600 sf of ADU exceeding the maximum allowed by 600 sf.

The Elk River Vision

A welcoming community with revolutionary and spirited resourcefulness, exceptional service, and community engagement that encourages and inspires prosperity

They are requesting the variances to build a dual-purpose building on their property as they are planning for a father-in-law who retired last year and a disabled sister-in-law to move in with them and provide comfortable accommodations for them.

Board of Adjustments

The Board of Adjustment reviewed the variance request during their August 26, 2025, regular meeting, where they denied the request. City code states that decisions by the Board to deny a variance shall not be final and must be reviewed by the City Council in the same manner as an appeal of a decision by the board.

The Board cited the following findings:

- The request exceeds the maximum ADU size by 600 sf and accessory structure area by 148 sf.
- The property can be reasonably used without exceeding ordinance limits.
- The applicant's situation is not unique but is based on garage design and economic preference.
- Approval would conflict with the intent of the ordinance and weaken consistency with the Comprehensive Plan.
- The variance, if granted, could alter the essential character of the locality.

Staff also clarified questions from the Board and neighbors pertaining to who is allowed to have an ADU, can the ADU be detached, and who can live in them.

Applicable Regulations

(The applicant's responses are italicized with staff's notes after.)

Variances may be granted when the petitioner establishes that the variance satisfies all five of the criteria described below. The variance is:

- I. Is in harmony with the general purpose and intent of the ordinance, and

After reviewing the criteria for Accessory Dwelling units (ADU) in Chapter 30 of the Municipal Code and consulting with Chris Leeseberg, Sr. Planner with the City of Elk River, we feel that our variance requests would improve the appearance of our property and would not permit a structure that appears inconsistent with the Municipal Codes and goals defined therein.

The intent of the ADU ordinance is to ensure accessory dwellings remain subordinate to the principal residence and to preserve neighborhood character. The proposed ADU is approximately 60% larger than allowed, which undermines this intent. The accessory structure limit also exists to avoid oversized outbuildings. Approval would conflict with the ordinance's stated purpose.

2. Is consistent with the City of Elk River comprehensive plan.

When considering if we meet these criteria, I have reviewed the Elk River Comprehensive Plan available online and feel we are in alignment with the plan.

Our property is currently zoned as R-1a and is defined as follows "This district is intended for primarily rural residential with accessory agricultural uses where conditions are suitable". In the Targeted Urban Service Area Expansion portion of the plan beginning on page 26, our property moves to an R-1b, defined as follows, "This district is intended for low density single-family residential development. Subdivisions utilize on-site sewage disposal systems and private water wells. Density in this district is limited to one single-family residence per gross acre."

If our requests for variance are approved, we will continue to be in alignment with the plan and not create an appearance of inconsistency as the city's targeted Urban Service Area Expansion takes shape.

While the Comprehensive Plan does support single-family uses, it also relies on zoning standards to ensure orderly and consistent development. The proposed structure, exceeding both ADU and accessory size limits, is inconsistent with those implementing standards. Therefore, the request is not fully aligned with the Comprehensive Plan.

Variances may be granted when the petitioner establishes that there are practical difficulties in complying with the zoning ordinance. Practical difficulties means that:

3. The petitioner proposes to use the property in a reasonable manner not permitted by the zoning ordinance;

After reviewing both applicable Elk River Municipal Codes and the relevant portions of the City of Elk River comprehensive plan, we feel that both of our requests for variance contained in this narrative, propose to use our property in a reasonable manner.

In relation the ADU portion of our request, while we will exceed the square footage limit for ADUs by approximately 600 square feet, it is a result of efficient use of space and will not be noticeable to neighbors or passersby.

We desire to exceed the physical footprint restrictions by approximately 148 square feet, which adds 3 linear feet to the length of the building. We feel that this small increase to the total size of the structure would not create a building size that would be noticeably different from others in our neighborhood and would at the same time dramatically improve the visual appearance of our property and our ability to store items indoors.

Reasonable use of the property exists without a variance. The ordinance allows both an ADU up to 1,000 sq.ft. and accessory structures up to 2,500 sq. ft. Designing and constructing to standardized building dimensions is understandable, but this also can be achieved by reducing the size of the building from 47' to 44' therefore falling within the allowed square footages. The property can accommodate these uses within ordinance limits and exceeding them is not necessary to achieve reasonable use.

4. The plight of the petitioner is due to circumstances unique to the property not a consequence of the petition's own action or inaction; and

As we considered this criteria, the challenge we have is the unique size and shape of our attached garage. We purchased our home in 2011 and our 2.5 stall attached garage was part of the original owner's build. This restricts our ability to build a more standard sized building and potentially increasing the cost to build.

The size of the attached garage is not a unique property condition but a result of the home's design. Variances cannot be granted solely because of personal preference or building economics. Many properties in Elk River have smaller or larger garages; this condition is not unique and does not justify exceeding code standards.

5. The variance, if granted, will not alter the essential character of the locality.

We have lived in our home for 13 years and 7 months. If approved our property and it's structures would remain consistent with those of our neighbors. However, the external physical appearance of our property would be improved

by allowing us to store all of our vehicles, boats, bobcat, hockey rink and nets indoors.

The proposed structure would be larger than permitted in the zoning district. While indoor storage may improve site appearance, approval of a variance of this scale could alter the character of the neighborhood by introducing accessory dwellings that compete in size with primary residences.

Findings

- The request exceeds the maximum ADU size by 600 sf and accessory structure area by 148 sf.
- The property can be reasonably used without exceeding ordinance limits.
- The applicant's situation is not unique but is based on garage design and economic preference.
- Approval would conflict with the intent of the ordinance and weaken consistency with the Comprehensive Plan.
- The variance, if granted, could alter the essential character of the locality.

Financial Impact

None

Mission/Policy/Goal

Appropriately govern in an ever-changing environment.

Attachments

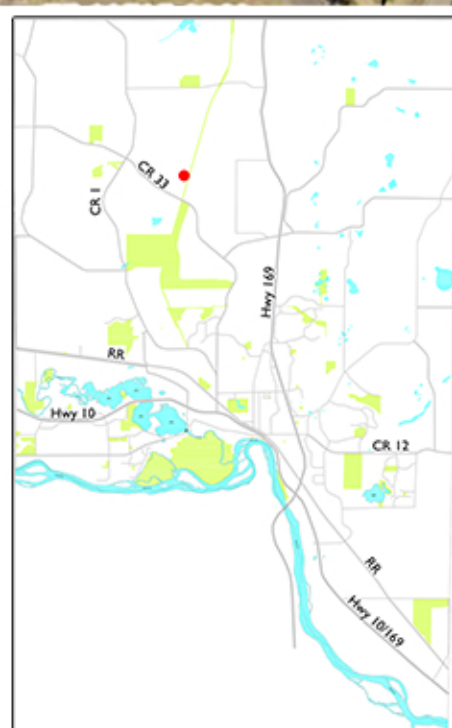
1. Location Map
2. 60 Day Extension Letter
3. Narratives
4. Site Sketch
5. Building Exhibit
6. 7.2 Belde 9-15-2025 Presentation
7. Variance Request Submitted 9.15.2025 Handout



Project Location Map

Belde
Variance

Case No: V 25-13





September 9, 2025

Jennifer Belde
21131 Vernon St NW
Elk River, MN 55330

VIA EMAIL: jennifer.belde@hennepin.us

Dear Jennifer Belde,

On July 28, 2025, the city received your Variance application to exceed the allowed square footage for accessory structures and for accessory dwelling units. State Statute requires a decision by the city within 60 days of this application. Statute also allows the city to extend the timeline an additional 60 days if necessary.

Should the City Council deny your application and direct staff to prepare a formal document denying the request, the review period will extend beyond the statutory 60-day limit. Due to the possible denial, the city is extending the 60-day timeline to November 25, 2025.

The City Council, if needed, will act on the findings of fact during their meeting on October 6 or 20, 2025.

Please feel free to contact me if you have any questions.

Sincerely,

Chris Leeseberg, Senior Planner
Ph: 763.635.1033
cleeseberg@ElkRiverMN.gov

13065 Orono Parkway
Elk River, MN 55330
Phone: 763.635.1000

www.ElkRiverMN.gov



We are requesting a variance to build a dual-purpose building on our property that is slightly in conflict with the city of Elk Rivers Municipal Code.

We are planning for my father-in-law who retired last year and my disabled sister-in-law to move in with us. It is super important to us to have family close as they age and be able to provide comfortable accommodations for them once they move.

Our desire is to build a 40' x 50' steel clad building. Of this 40' x 50' structure, 30' x 40' of the footprint would contain garage space. The other 20' x 40' portion of the building's footprint would contain an Accessory Dwelling Unit (ADU). This portion of the footprint would have a first and a second floor to create privacy for our family members as they transition to living with us. Additionally, as they age, we want to make sure that if they need care or have mobility issues, we can comfortably accommodate medical equipment or the use of wheelchairs/walkers throughout the space safely.

There are two specific reasons we are requesting a variance. The first and most important reason we are requesting a variance is to exceed the 1,000 square foot limit of the Elk River Municipal code for an Accessory Dwelling Unit. Our goal is to have 2 floors of available living space for the 20' x 40' portion of the footprint we identified above for the ADU. This would exceed the limit by 600 square feet of living space.

The second reason is that with the approximate dimensions of our attached garage (24' x 27' roughly 648 sq ft, measured on the exterior of the garage) we would only have 1,852 square feet available to build an approximately 47' x 40' structure. As you can imagine this odd measurement could impact cost as we build. One of our goals in building this structure is to have adequate space to store our recreational vehicles, boats, our bobcat and other items that currently are parked in the open.

The small overage in the footprint restrictions would ensure that we are able to protect our property that is now exposed to the elements and to create a cleaner and more attractive appearance to our property and neighborhood, as well as provide comfortable and safe space to care for our family.

Our ask is to be approved for variance to the Elk Rivers Municipal Code Sec. 30-1 in the following ways (listed below in priority order):

- Exceed the 1,000 square feet limit for our planned ADU by approximately 600 square feet.
- Exceed the square footage limit of 2,500 square feet of attached (garage) and detached (sheds) and accessory structures, by approximately 148 square feet in the footprint of our structure.

A variance may be granted by the board only if it finds that:

The variance is in harmony with the general purpose and intent of the ordinance

After reviewing the criteria for Accessory Dwelling units (ADU) in Chapter 30 of the Municipal Code and consulting with Chris Leeseberg, Sr. Planner with the City of Elk River, we feel that our variance requests would improve the appearance of our property and would not permit a structure that appears inconsistent with the Municipal Codes and goals defined therein.

The variance is consistent with the City of Elk River Comprehensive Plan (discuss with city staff if needed)

When considering if we meet these criteria, I have reviewed the Elk River Comprehensive Plan available online and feel we are in alignment with the plan.

Our property is currently zoned as R-1a and is defined as follows “This district is intended for primarily rural residential with accessory agricultural uses where conditions are suitable”. In the Targeted Urban Service Area Expansion portion of the plan beginning on page 26, our property moves to an R-1b, defined as follows, “This district is intended for low density single-family residential development. Subdivisions utilize on-site sewage disposal systems and private water wells. Density in this district is limited to one single-family residence per gross acre.”

If our requests for variance are approved, we will continue to be in alignment with the plan and not create an appearance of inconsistency as the city’s targeted Urban Service Area Expansion takes shape.

Variances may be granted when the petitioner establishes that there are practical difficulties in complying with the zoning ordinance. Practical difficulties means that:

After reviewing both applicable Elk River Municipal Codes and the relevant portions of the City of Elk River comprehensive plan, we feel that both of our requests for variance contained in this narrative, propose to use our property in a reasonable manner.

In relation the ADU portion of our request, while we will exceed the square footage limit for ADUs by approximately 600 square feet, it is a result of efficient use of space and will not be noticeable to neighbors or passersby.

We desire to exceed the physical footprint restrictions by approximately 148 square feet, which adds 3 linear feet to the length of the building. We feel that this small increase to the total size of the structure would not create a building size that would be noticeably different from others in our neighborhood and would at the same time dramatically improve the visual appearance of our property and our ability to store items indoors.

The petitioner proposes to use the property in a reasonable manner not permitted by the zoning ordinance

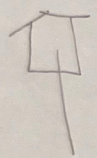
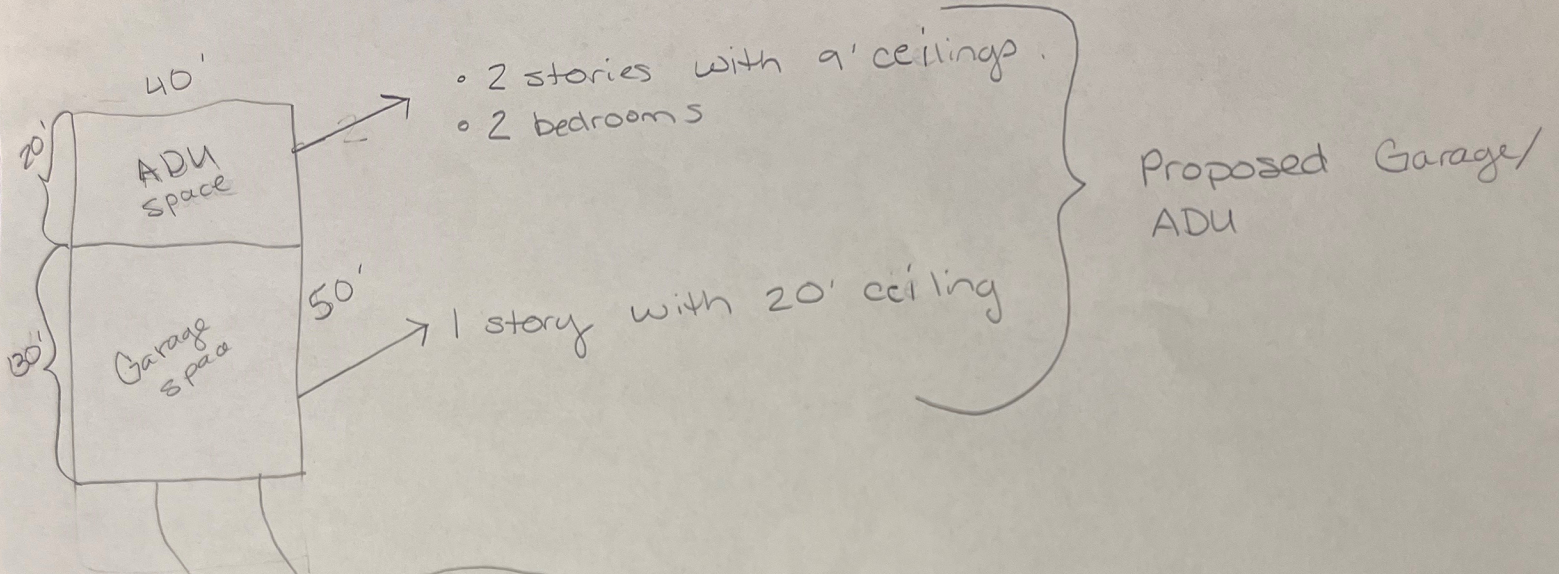
The plight of the petitioner is due to circumstances unique to the property not a consequence of the petition's own action or inaction; and

As we considered this criteria, the challenge we have is the unique size and shape of our attached garage. We purchased our home in 2011 and our 2.5 stall attached garage was part of the original owner's build. This restricts our ability to build a more standard sized building and potentially increasing the cost to build.

The variance, if granted, will not alter the essential character of the locality

We have lived in our home for 13 years and 7 months. If approved our property and it's structures would remain consistent with those of our neighbors. However, the external physical appearance of our property would be improved by allowing us to store all of our vehicles, boats, bobcat, hockey rink and nets indoors.

Woodland Trail



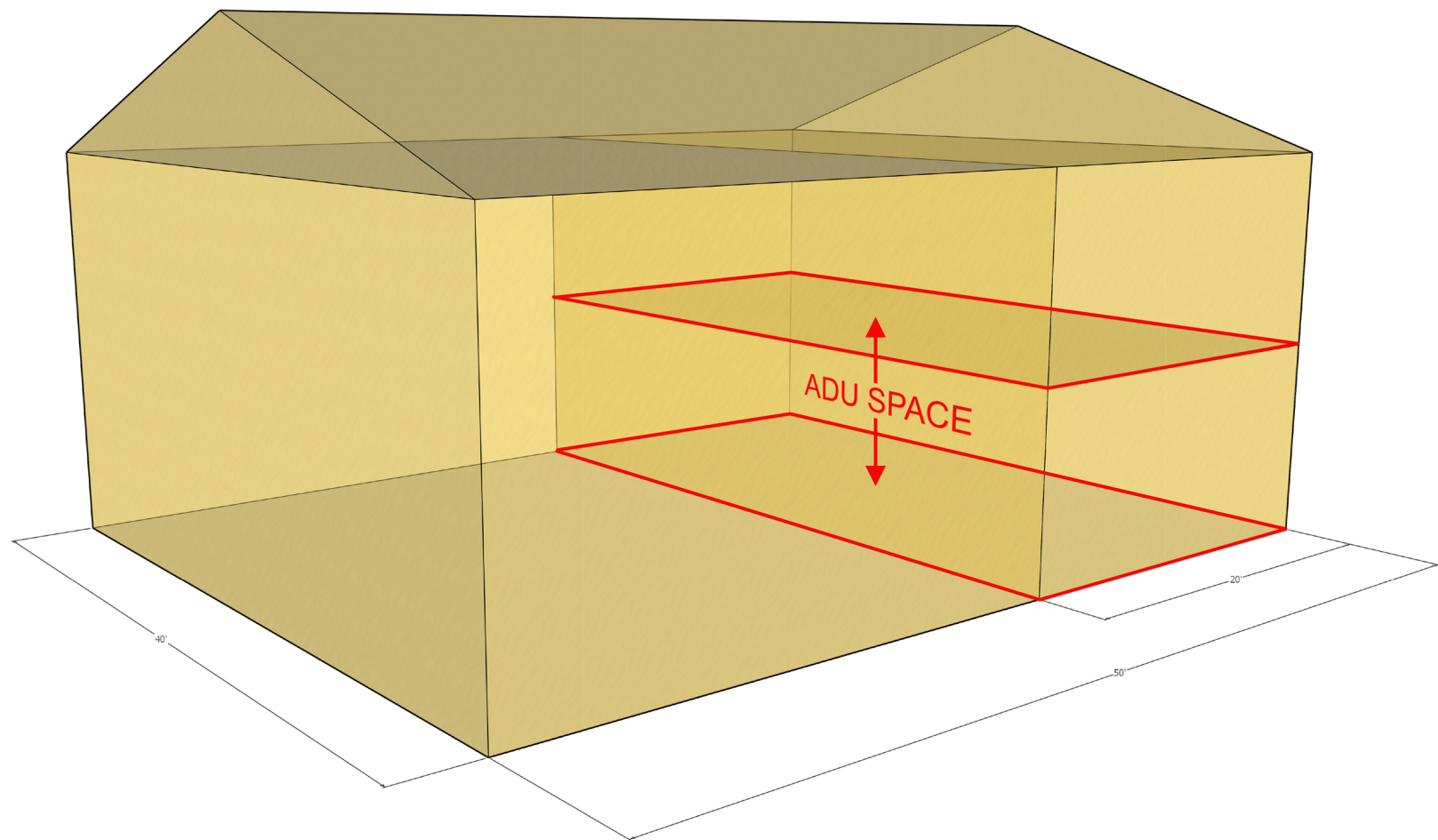
Current
shed to
be removed
before build

Driveway

attached
garage

House

Vernon St NW



Item 7.2

Jennifer Belde

Variance



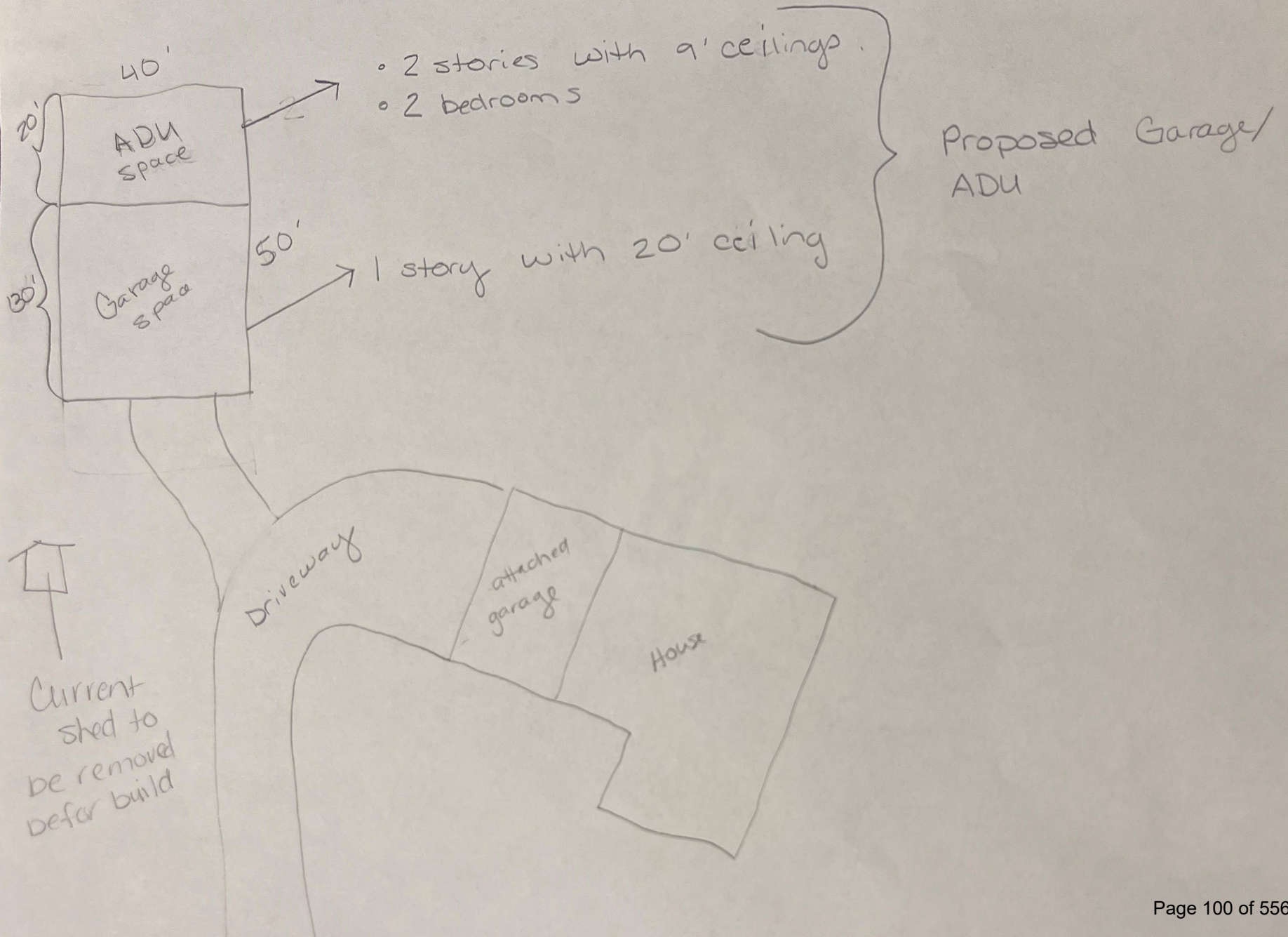
Background

- Board of Adjustments denied the variance
- Zoned R1-a
- 1.6 acres
- Want to construct an accessory structure (pole building) with an Accessory Dwelling Unit (ADU)
- Requesting two variances
 - Exceed allowed ADU size
 - Exceed allowed Accessory Structure size

Square Footage Allowed

	ADU	Accessory Structures
Allowed	1,000	2,500
Proposed	1,600	2,648
Exceeds	600	148

Woodland Trail



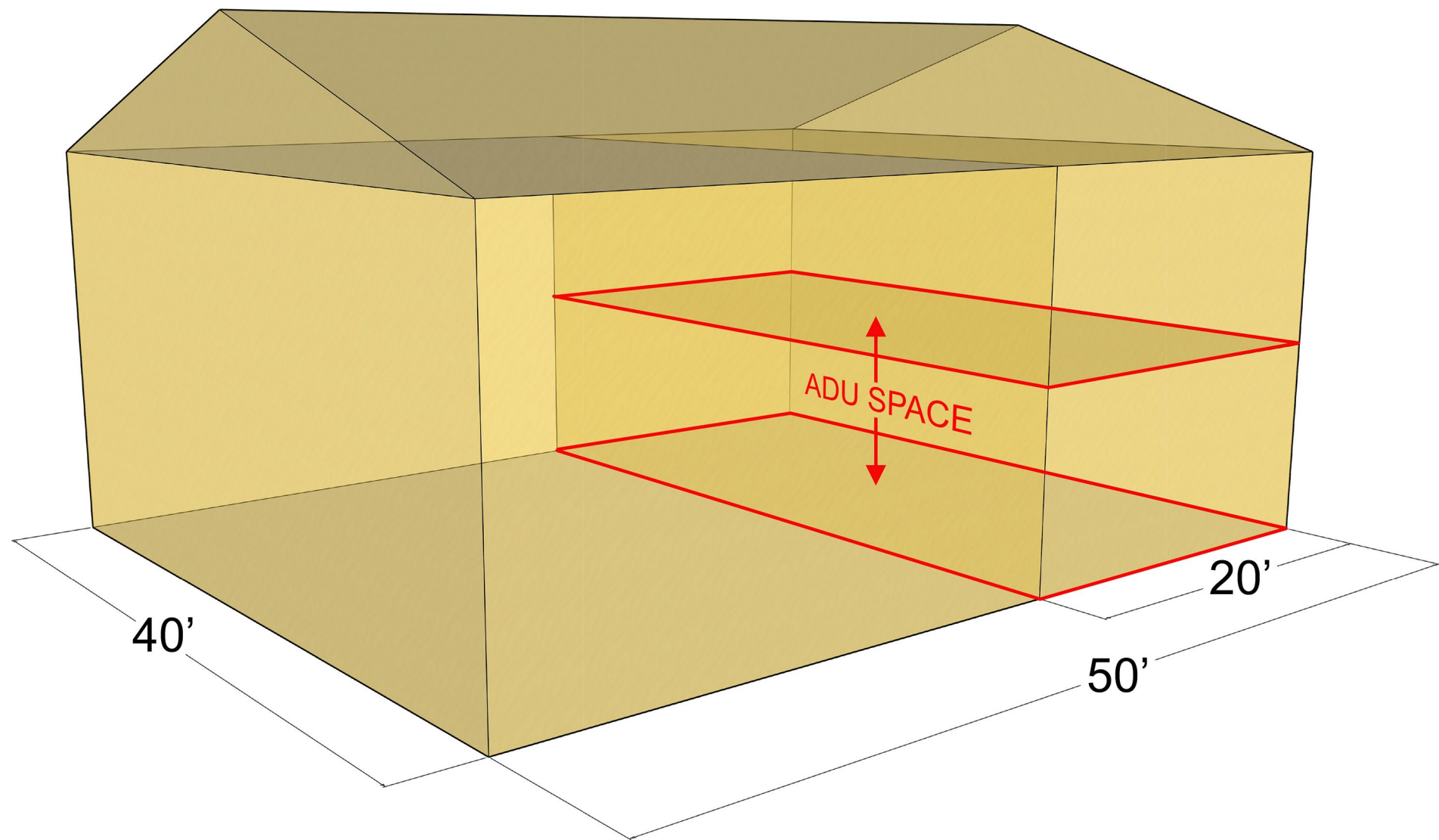


Approximate
Location

75-00505-0330

75-00128-0001

1



21175 VERNON
ST NW

Approximate
Location

21131 VERNON
ST NW

21091 VERNON
ST NW

21091 VERNON
ST NW

12578 212TH
AVE NW

12604 212TH
AVE NW

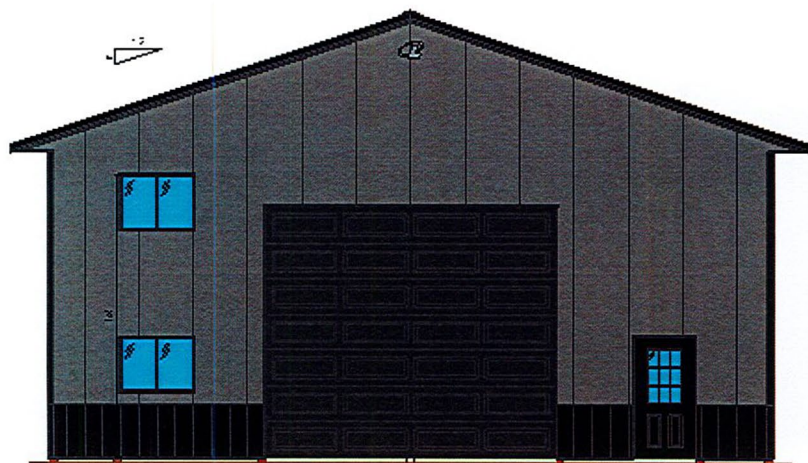
21082 VERNON
ST NW

BOAs Findings for Denial

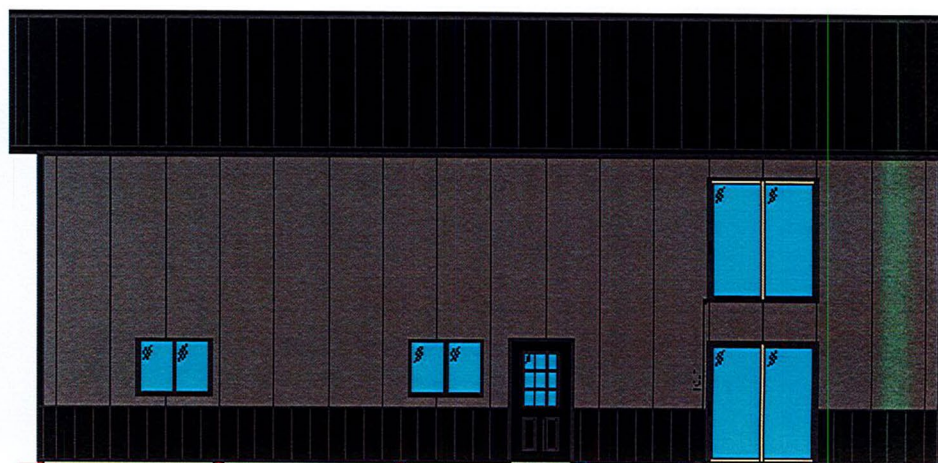
- Request exceeds the max. ADU size by 600 sq.ft. and accessory structure area by 148 sq.ft.
- Property can be reasonably used without exceeding ordinance limits
- Applicant's situation is not unique but is based on garage design and economic preference
- Approval would conflict with the intent of the ordinance and Comp Plan
- The variance, if granted, could alter the essential character of the locality

Background

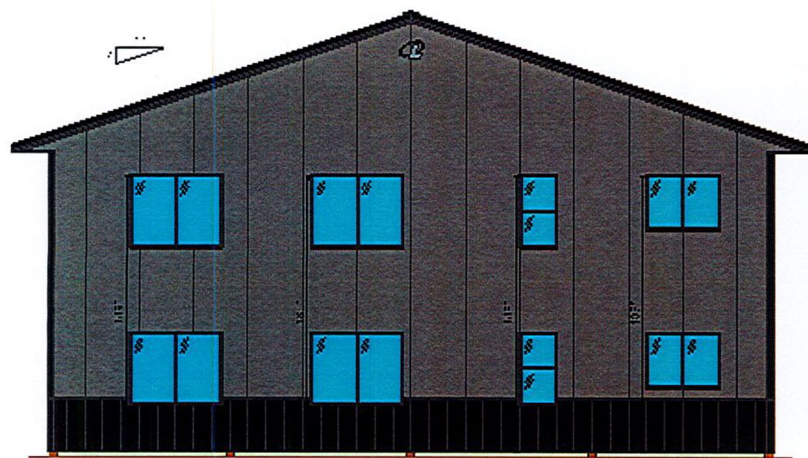
- The applicant provided staff additional information
 - She has copies to share
- Staff emailed it to council early today also



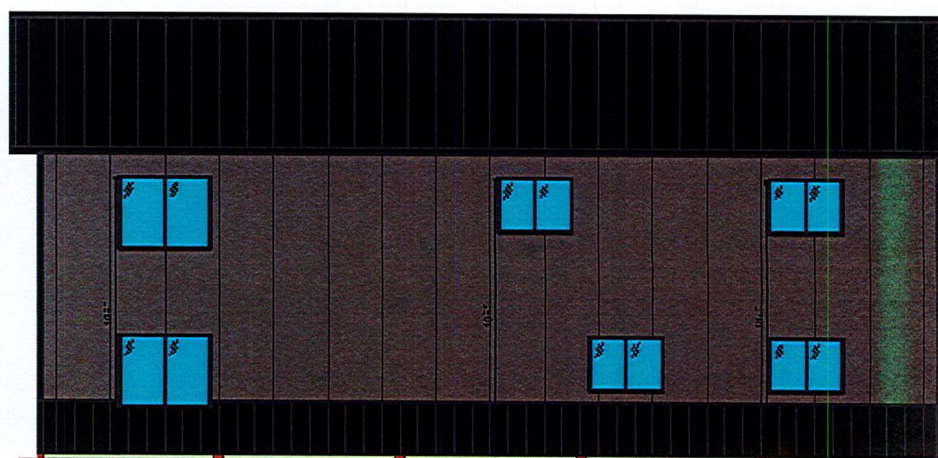
(A2) ENDWALL 1 ELEVATION



(B2) SIDEWALL 1 ELEVATION



(C2) ENDWALL 2 ELEVATION



(D2) SIDEWALL 2 ELEVATION

Action Requested

- Direct staff to draft a resolution making findings of fact denying the accessory structure size variances, as the standards for approval outlined in the memo, are not met



Approximate
Location

75-00505-0330

75-00128-0001

1

21175 VERNON
ST NW

Approximate
Location

21131 VERNON
ST NW

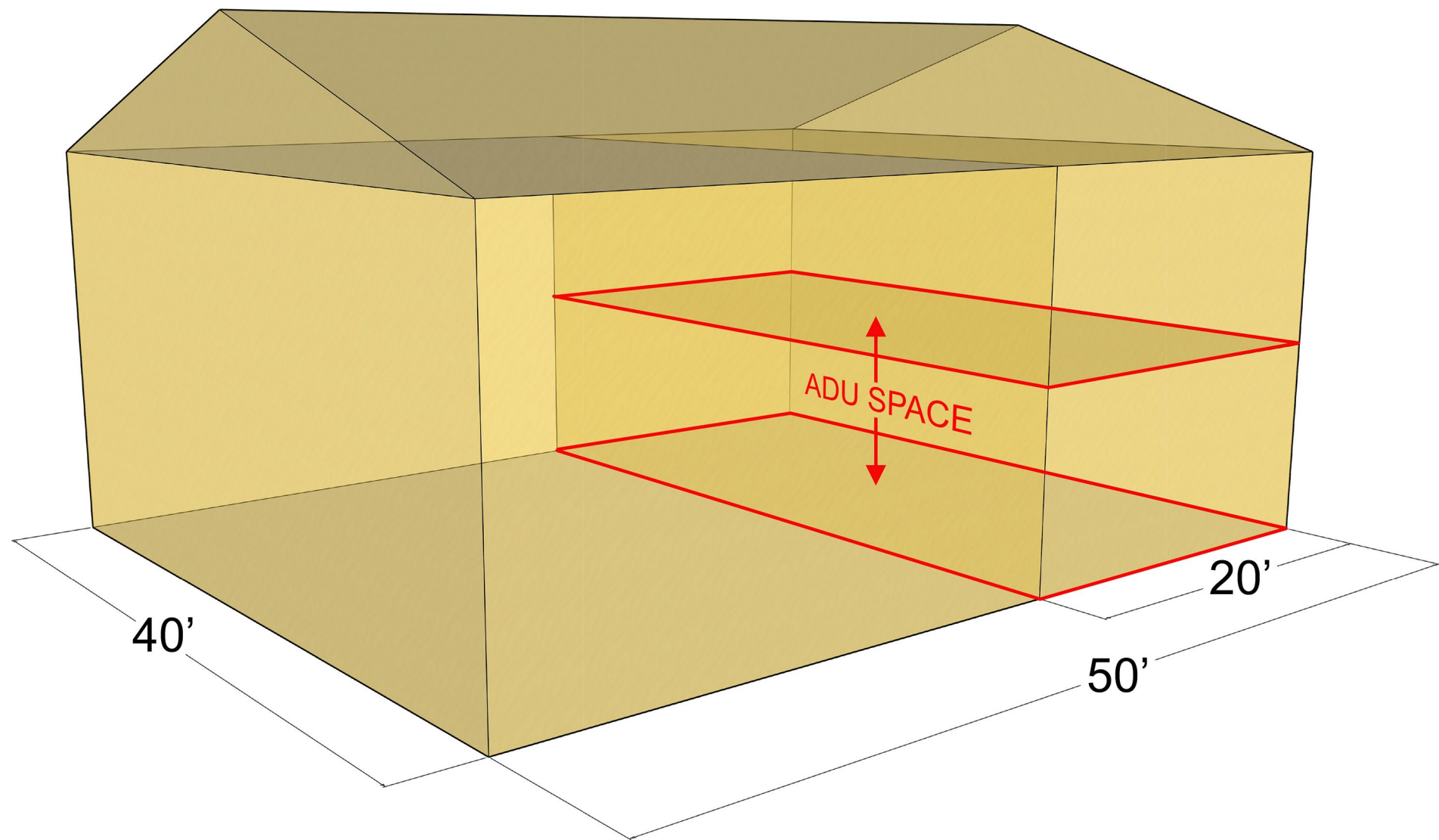
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ST NW

21091 VERNON
ST NW

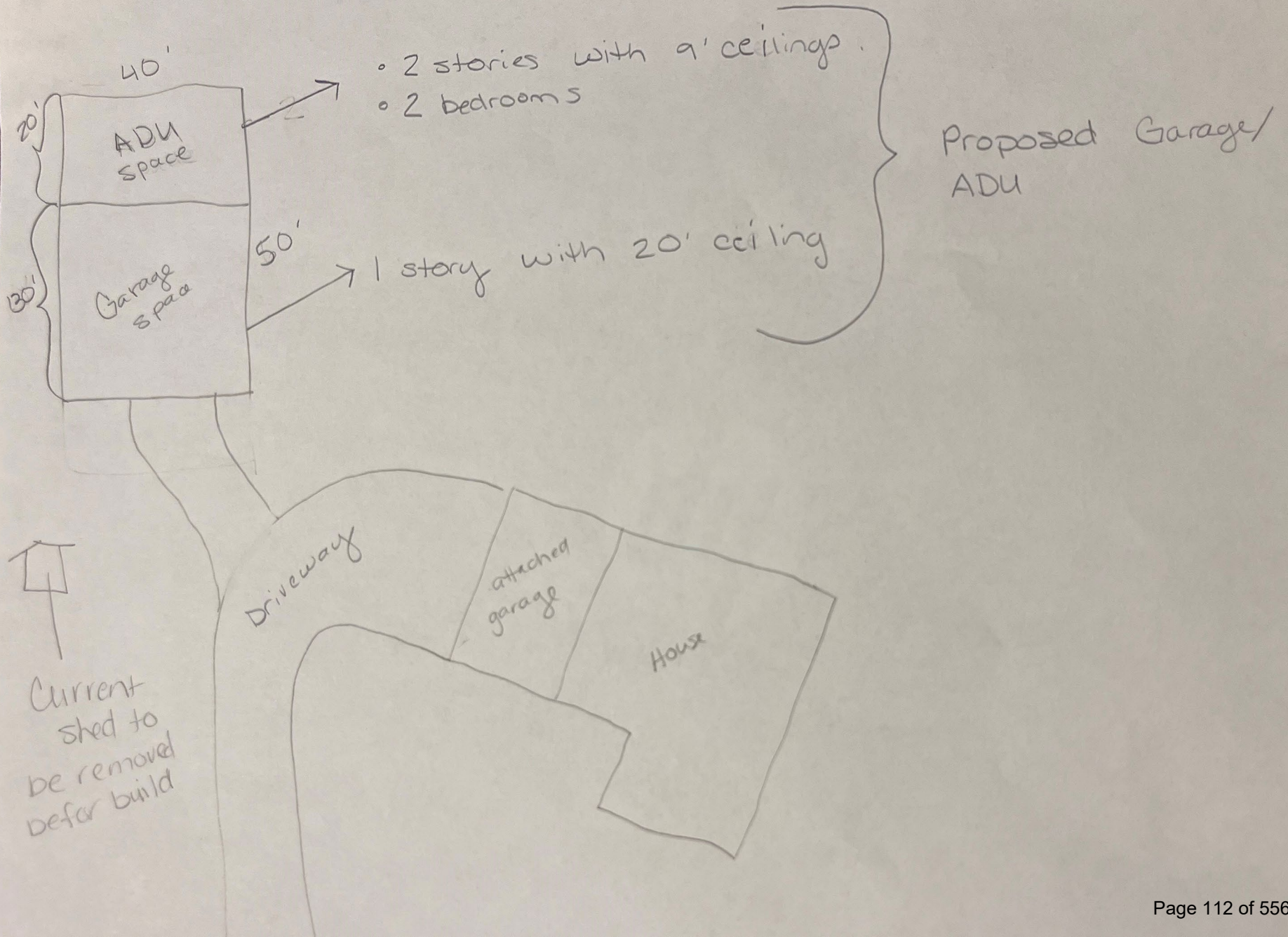
12578 212TH
AVE NW

12604 212TH
AVE NW

21082 VERNON
ST NW



Woodland Trail



Square Footage Allowed

	ADU	Accessory Structures
Allowed	1,000	2,500
Proposed	1,600	2,648
Exceeds	600	148

Applicable Regulations

1. Is in harmony with the general purpose and intent of the ordinance

- Intent is to ensure ADUs remain subordinate to house
- Proposed ADU is approximately 60% larger than allowed
- Accessory structure limit exists to avoid oversized outbuildings
- Approval would conflict with the ordinance's stated purpose

Applicable Regulations

2. Is consistent with the City of Elk River Comprehensive Plan

- While Comp Plan supports single-family uses
 - Relies on zoning to ensure orderly & consistent development
- Exceeding both ADU and Accessory size limits, is inconsistent with plan standards
- The request is not fully aligned with the Comp Plan

Applicable Regulations

3. The petitioner proposes to use the property in a reasonable manner not permitted by the zoning ordinance.

- Reasonable use of the property exists without a variance
- Designing and constructing to standardized building dimensions is understandable
- Can be achieved by reducing dimension
- The property can accommodate these uses within ordinance limits
- Exceeding them is not necessary to achieve reasonable use

Applicable Regulations

4. The plight of the petitioner is due to circumstances unique to the property not a consequence of the petitioner's own action or inaction.

- Attached garage size is not a unique
- Variances cannot be granted solely because of personal preference or building economics
- This condition is not unique and does not justify exceeding code standards

Applicable Regulations

5. The variance, if granted, will not alter the essential character of the locality.

- While indoor storage may improve site appearance a variance of this scale could alter the character of the neighborhood

To whom it may concern,

I would like to introduce my husband and I. We have lived in Elk River for 15 years and in our current home for 13 years and 9 months. We have three children, Leo (14), Gabe (12) and Agnes (11). We are currently preparing for my husband's disabled sister and his recently retired father to move in with us. I am a career public servant and have worked for Hennepin County Community Corrections for nearly 18 years and my husband Josh is a disabled Veteran who has been a stay-at-home dad since 2011.

It is important to us to have our family close and be able to assist them as they age and prepare a home with us that preserves their independence and dignity. My sister-in-law has both physical and cognitive disabilities that have created greater challenges as she ages. She has limited use of her right hand and growing issues with balance. These challenges have been present since birth due to a stroke that happened during delivery. Our goal is to be able to use our space in an efficient manner that allows for the inclusion of wider hallways to accommodate wheelchairs or other mobility equipment, a residential elevator if needed and ample space to prepare our family to be able to remain at home until their passing.

Our desire is to build a 40' x 50' steel clad building. Of this 40' x 50' structure, 30' x 40' of the footprint would contain garage space. The other 20' x 40' portion of the building's footprint would contain an Accessory Dwelling Unit (ADU). This portion of the footprint would have a first and a second floor to create privacy for our family members as they transition to living with us. Additionally, as they age, we want to make sure that if they need care or have mobility issues, we can safely and comfortably accommodate medical equipment or the use of wheelchairs or other mobility equipment throughout the space safely.

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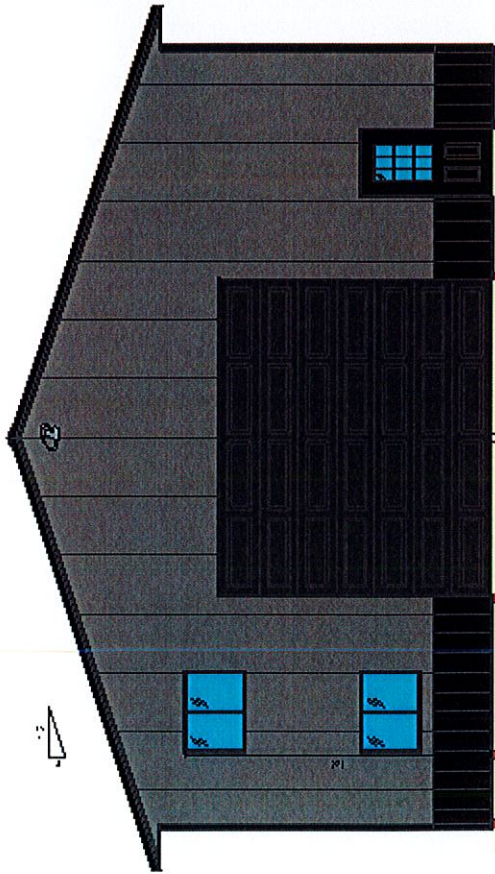
The small overage in the footprint restrictions would ensure that we are able to protect our property that is now exposed to the elements and to create a cleaner and more attractive appearance to our property and neighborhood, as well as provide comfortable and safe space to care for our family.

Our ask is to be approved for variance to the Elk Rivers Municipal Code Sec. 30-1 in the following ways (listed below in priority order);

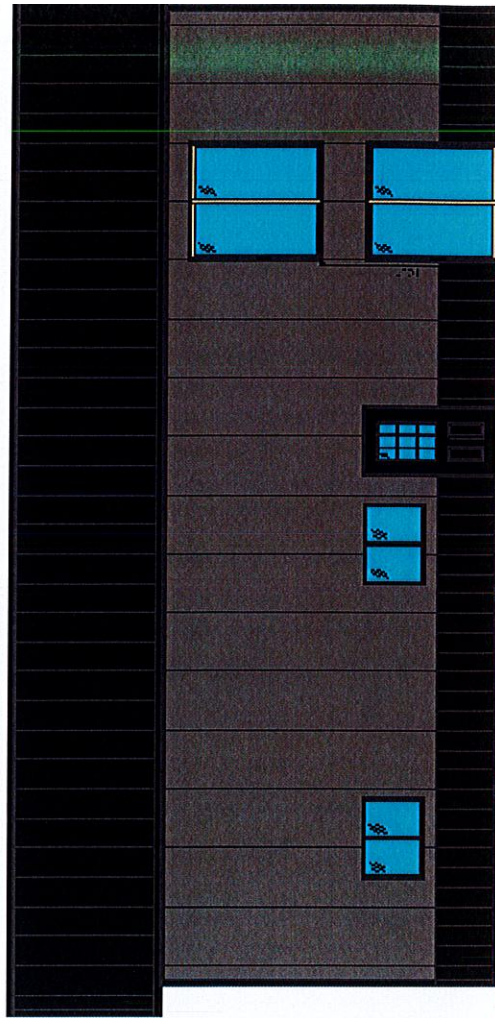
- Exceed the 1,000 square feet limit for our planned ADU by approximately 600 square feet.
- Exceed the square footage limit of 2,500 square feet of attached (garage) and detached (sheds) and accessory structures, by approximately 148 square feet in the footprint of our structure.

Thank you so much for your time and consideration.

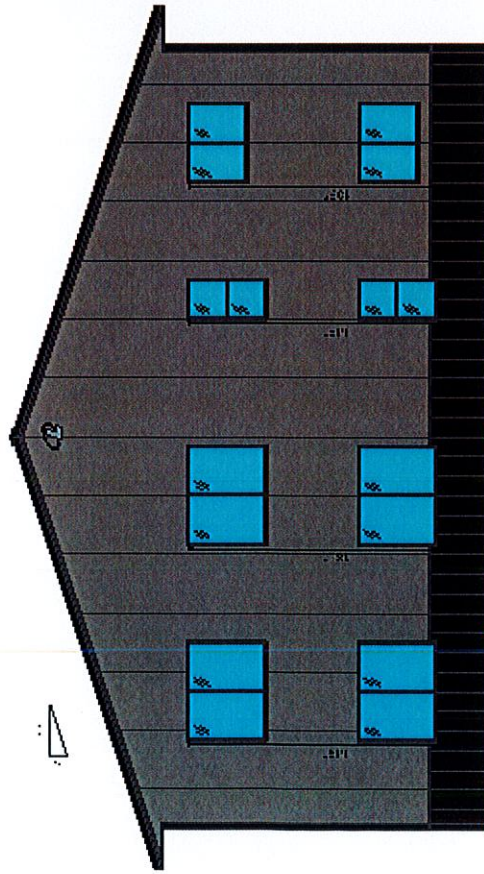
Josh and Jen Belde



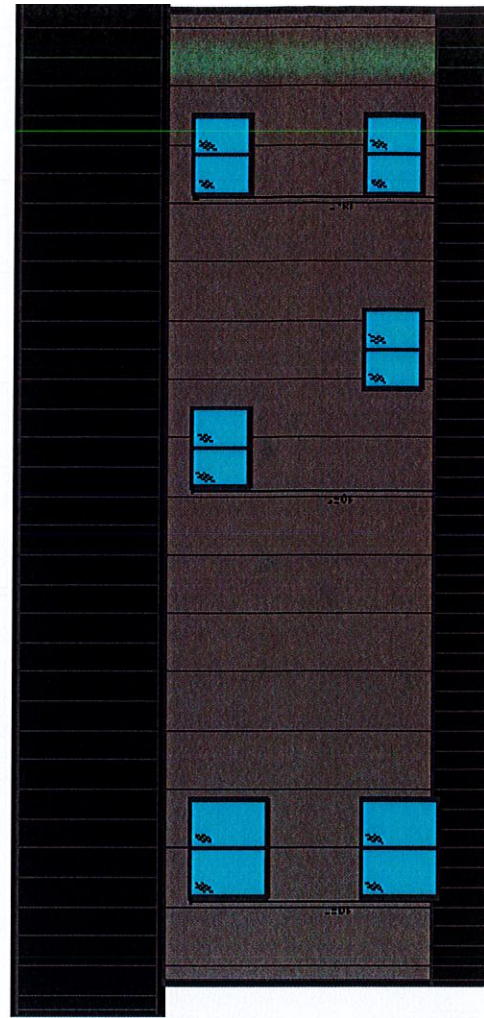
A2 ENDWALL 1 ELEVATION



B2 SIDEWALL 1 ELEVATION

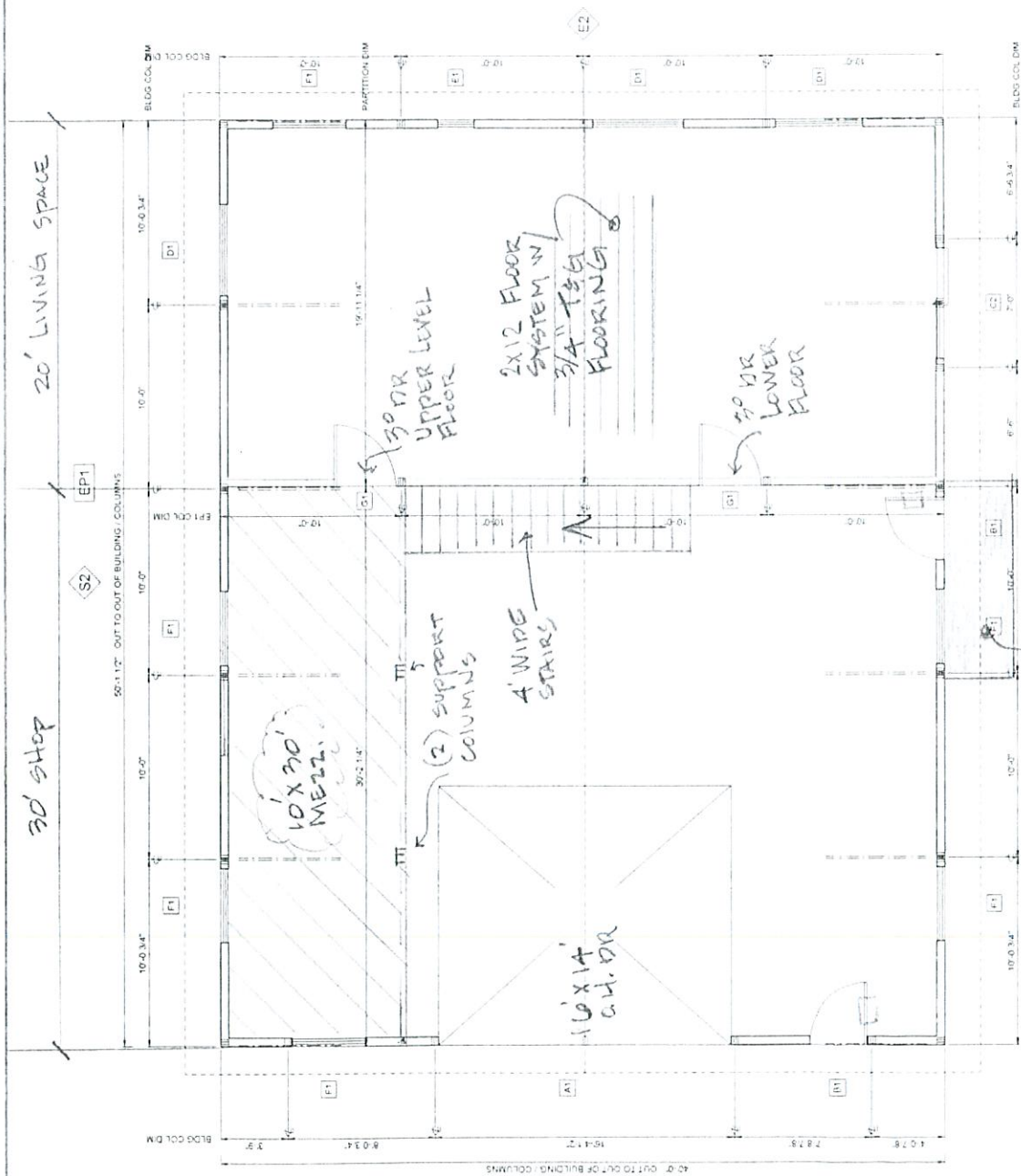


C2 ENDWALL 2 ELEVATION



D2 SIDEWALL 2 ELEVATION

	DEALER INFO. Ron Foust PO Box 417 Lester Prairie, MN 55354	CUSTOMER INFO. Jen & Josh Belde 21131 Vernon Str NW Elk River, MN 55330	BUILDING DESCRIPTION 40'-0" x 50'-1" x 17'-2" Uni-Frame Embedded QP072425	Customer Approval _____ DATE	Bldg Direction 	PROJ. 031A-16343-00 PROPOSAL DRAWING The information shown on this drawing is for informational purposes only and does not constitute a contract. The information shown on this drawing is subject to change without notice.
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OPENING SCHEDULE

NO.	DESCRIPTION	ROUGH	FINISH	FINISH (FT)
1	10' x 30' MEZZANINE	10' x 30'	10' x 30'	10' x 30'
2	20' x 12' FLOOR SYSTEM	20' x 12'	20' x 12'	20' x 12'
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	DEALER INFO. Ron Foust PO Box 417 Lester Prairie, MN 55354	CUSTOMER INFO. Jen & Josh Belde 21131 Vernon Str NW Elk River, MN 55330	BUILDING DESCRIPTION 40'-0" x 50'-1" x 17'-2" Uni-Frame Embedded QP072425	Customer Approval (Initials) _____ DATE _____	Bldg Direction (Mark North)	PROJ 031A-16343-00-00 PROPOSAL DRAWINGS ONLY Not intended for Construction Purposes. The information presented in this drawing is based on a preliminary design and is subject to change. The final design is subject to the Engineer's review.
	NOT TO SCALE					



Request for Action

To
City Council

Item Number
7.3

Meeting Date
September 15, 2025

Prepared By
Zack Carlton, Community Development Director

Item Description
Preliminary Plat: Prairie Haven, Gavin Hemmer -
13631 192 1/2 Ave NW

Reviewed by
Chris Leeseberg
Cal Portner
Tina Allard

Action Requested
Approve the preliminary plat of Prairie Haven.

Background/Discussion

The applicant, Gavin Hemmer, proposes subdividing two existing lots with the plat of Prairie Haven, creating four buildable lots. One parcel will house the existing home, and the three remaining lots will be sold for single-family development.

The applicant had also requested approval of a lot-size variance for two of the parcels. The property is zoned R-1a with a minimum lot size of 2.5 acres, and the proposed lots are 1.61 and 1.59 acres. Each parcel has at least 1 acre of buildable upland area, supporting a home, two septic system locations, and options for detached accessory structures. The Board of Adjustments approved this variance on August 26, 2025.

Planning Commission

The Planning Commission held a public hearing regarding this subdivision on August 26, 2025. No one spoke for or against the request. Prior to the meeting, the applicant provided an updated preliminary plat, which addressed conditions two and three. With those conditions satisfied, the commission recommended approval of the subdivision and the removal of conditions two and three as they were no longer required.

Staff have also spoken with one resident who had questions regarding the project. They were looking for additional information about the request, but did not share any specific concerns with the proposal.

Staff recommends removing the one condition included by the Planning Commission, which required approval of the lot size variance. As the variance has been approved and the appeal period has expired, approval can be granted without conditions. The applicant will submit a final plat at a later date to receive final approval of the subdivision. The final plat approval will include a condition related to a per-lot park dedication requirement.

Financial Impact
None

The Elk River Vision

A welcoming community with revolutionary and spirited resourcefulness, exceptional service, and community engagement that encourages and inspires prosperity

Mission/Policy/Goal

Support the growth and development of the community.

Attachments

1. Planning Commission Memo dated August 26, 2025
2. Updated Preliminary Plat received August 26, 2025
3. 7.3 Prairie Haven Plat Presentation



Request for Action

To
Planning Commission

Item Number
4.2

Meeting Date
August 26, 2025

Prepared By
Zack Carlton, Community Development Director

Item Description
Preliminary Plat: Prairie Haven, Gavin Hemmer -
13631 192 1/2 Ave NW

Reviewed by
Chris Leeseberg

Action Requested

Recommend, by motion, approval of the Preliminary Plat of Prairie Have, subject to the following conditions:

1. The associated lot size variance (V 25-12) must be approved and recorded along with a future final plat.
2. A wetland variance to support a driveway for lot 1 must be approved prior to approval of a final plat.
3. The applicant should work with their surveyor to explore opportunities to minimize the right-of-way dedicated for 192nd 1/2 Ave.

Background/Discussion

The applicant, Gavin Hemmer, proposes subdividing two existing lots with the plat of Prairie Haven, creating four new buildable lots. One parcel will house the existing home, and the three remaining lots will be sold for single-family development.

The applicant has also requested approval of a lot-size variance for two of the parcels. The property is zoned R-1a with a minimum lot size of 2.5 acres and the proposed lots are 1.29 and 1.59 acres. Each parcel has at least 1 acre of buildable upland area, supporting a home, two septic system locations, and options for detached accessory structures. Approval of the variance is included as a condition of approval.

The proposed lots have the required frontage on a public street, but lot 1 will also require a variance to support a driveway through a wetland buffer setback. The lot is buildable beyond the wetland setbacks. The applicant must apply for this variance and receive approval prior to bringing a final plat forward for approval by the City Council.

Applicable Regulations

Preliminary Plat

City ordinance section 30-375 outlines the required findings for approval of a Preliminary Plat.

1. The proposed subdivision is consistent with the zoning regulations (article VI of this chapter) and conforms in all respects with all requirements of this Code, including the zoning regulations and this article.

The subdivision requires approval of two variances. One of which has already been applied for, and the second is included as a condition of approval. The current variance application supports development of two substandard lots, and the second will support a driveway access for lot 1. If the variances are approved, the subdivision will be consistent with the zoning regulations of this article.

The Elk River Vision

A welcoming community with revolutionary and spirited resourcefulness, exceptional service, and community engagement that encourages and inspires prosperity



2. *The proposed subdivision is consistent with all applicable general and specialized city, county, and regional plans, including, but not limited to, the city's comprehensive development plan.*

The Comprehensive Plan guides the property for rural residential uses, supporting larger lot single-family uses with well and septic access. City services are not proposed for properties in this classification. The proposed subdivision is consistent with this guidance.

3. *The physical characteristics of the site, including but not limited to topography, soils, vegetation, susceptibility to erosion and siltation, susceptibility to flooding, and drainage are suitable for the type and density of development and uses contemplated.*

The majority of the site is developable upland property, supporting single-family development. A wetland delineation identified two wetlands in the NW corner of the subject site, limiting development options. This lot is the largest of the proposed lots and has more than enough upland area to support the development of a single-family home, septic system, and accessory structure.

4. *The proposed subdivision makes adequate provision for water supply, storm drainage, sewage transportation, erosion control and all other services, facilities and improvements otherwise required in this article.*

Water supply and sewage will be handled onsite with private wells and septic. The remaining provisions are provided for within the proposed subdivision.

5. *The proposed subdivision will not cause substantial environmental damage.*

The identified wetlands are protected with the wetland buffer and setback ordinance. The required driveway encroachment is anticipated to remain outside the 25-foot buffer, and may only impact the 20-foot buffer setback. The city has supported multiple limited driveway encroachments consistent with the anticipated request.

6. *The proposed subdivision will not conflict with easements of record or with easements established by judgment of a court.*

The large right-of-way proposed for 192nd 1/2 Ave is 166 feet wide at its widest and reduces the lot size for parcels 2 and 3. Staff has included a condition that the applicant work with his surveyor to review the right-of-way for possible reduction in size, closer to the typical width of 66-feet. Northern Natural Gas also has a large easement along the southern boundary of lots 2 and 3, limiting the buildable area. After taking these easements into account, the subdivision can accommodate the proposed uses.

7. *The proposed subdivision will not have an undue and adverse impact on the reasonable development of neighboring land.*

The proposed subdivision will not have an adverse impact on the reasonable development of neighboring land.

8. *The proposed subdivision is not premature. A subdivision is premature if any of the following exists:*

- a. *Lack of adequate stormwater drainage.*
- b. *Lack of adequate roads.*
- c. *Lack of adequate sanitary sewer systems.*
- d. *Lack of adequate off-site public improvements or support systems.*

The addition of two buildable lots at this intersection is not premature as the existing infrastructure can support the uses.

In reviewing the standards for approval of a Preliminary Plat and the recommended conditions of approval, the proposed project meets the standards, and is recommended for approval.

Financial Impact

None

Mission/Policy/Goal

Support the growth and development of the community.

Attachments

1. Location Map
2. Applicant's Narrative
3. Preliminary Plat of Prairie Haven



Project Location Map

Gavin Hemmer

Preliminary Plat

Case No: P 25-20

This variance request supports the proposed Prairie Haven Subdivision, a thoughtfully designed residential development on a 12.20 acre parcel within the R-1A zoning district. The plan proposes four single-family residential lots, two of which are modestly below the 2.5 acre minimum required by ordinance. However, each of these lots exceeds 1 acre of dry, contiguous upland and fully meets all septic, access, and buildability standards.

The goal of this project is to offer high-quality rural residential lots at a more attainable price point compared to surrounding properties, while maintaining the area's low-density character. The modest reduction in lot size is a strategic approach that helps control development costs, preserves open space, avoids environmental impacts, and reduces infrastructure demands all without compromising the quality or integrity of the neighborhood.

This parcel is uniquely constrained by its irregular shape, natural gas easements, County Road 35 frontage, and adjacent BNSF rail line. These factors reduce flexibility in lot layout and are entirely outside the petitioner's control. The proposed subdivision is a practical and responsible solution to these constraints.

Every element from soil borings and septic locations to access points and wooded buffers has been carefully planned with input from professional surveyors and engineers. The result is a subdivision that fits seamlessly into the surrounding neighborhood, maintains open space, requires no new roads or public utilities, and respects all environmental and infrastructure concerns.

By granting this variance, the city enables a project that balances ordinance intent with real-world site conditions, while supporting the city's goals of rural preservation, housing diversity, and responsible growth.

Item 7.3

Prairie Haven

Preliminary Plat



0130-4106

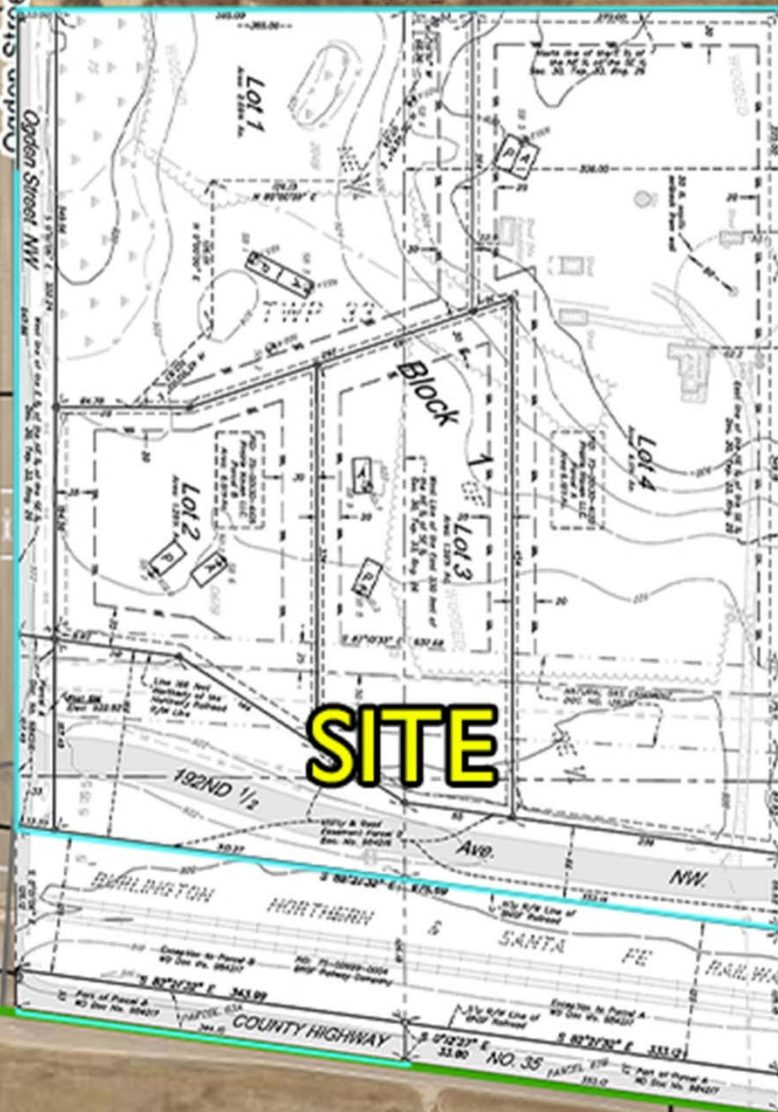
75-00707-0905

193rd Avenue

1 192nd Avenue

75-00130-4410

Ordan Street NW



SITE

75-00517-033

75-00517-0

75-00517-0340

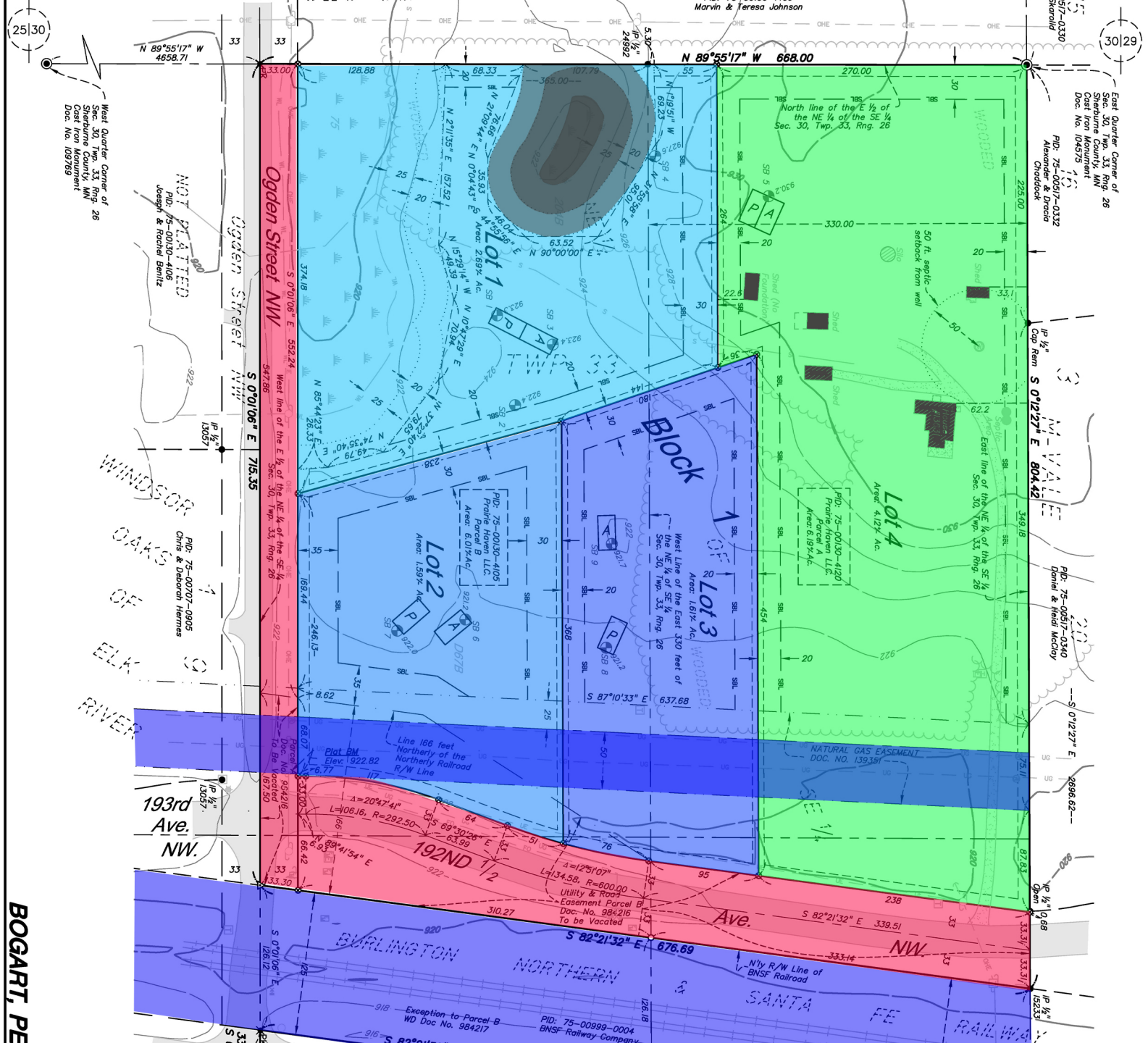
Background

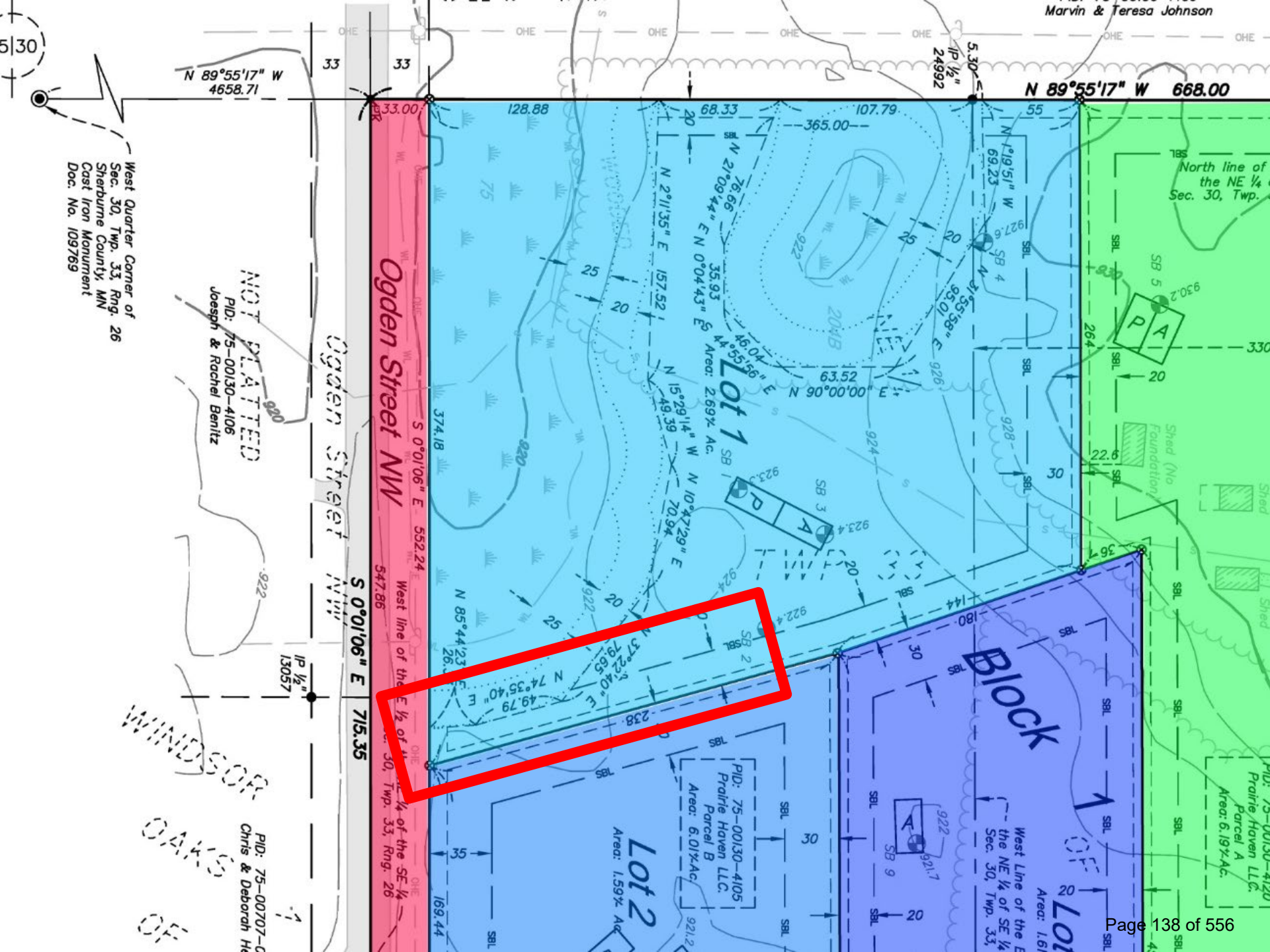
- Platting two lots into four buildable parcels
- Minimum lot size of 2.5 acres
- Variance approved for two lots at 1.59 and 1.61 acres
 - Remaining two lots meet the minimum
 - All parcels meet lot frontage and width requirements
- Served by private well and septic
- Right-of-way will be dedicated for Ogden Street and 192nd 1/2 Avenue

1. Subject property is NOT part of the shoreline district or within a flood plain district as mapped by FEMA.
2. Contours were created using a 1/4 mile Topographic (NAVD 83) and field located information. Contours on 6/13/25.
3. Wetland delineation completed by Robert Pennington from Bogart Pedersen & Associates, BWSR No. 5428. Notice of Decision was granted on 7/10/2025.
4. Client wishes to seek a variance for lot size to be smaller than the 2.5 acre minimum for the zoning district. They wish to adhere to the 1 acre minimum of dry contiguous area for the proposed lots.
5. The proposed lots are shown together with evidence from plans and markings by utility companies and other appropriate sources. The surveyor makes no guarantee that the underground utilities shown comprise all such utilities or that all utility companies responded to the locate request in the area, either in service or abandoned. The surveyor further does not warrant that the underground utilities shown are in the exact location indicated, although he does certify that they are located as accurately as possible from information available.
6. Superior State One Acre Tract No. 2305208 dated 3/2/2023.
7. The surveyor is not a geotechnical engineer and any information provided by the USDA Web Soil Survey.
8. The surveyor is not a geotechnical engineer and any information provided by the USDA Web Soil Survey.
9. For more information, please contact Northern Natural Gas (402) 398-7592.
10. Issued May 19, 2025. River Resolution No. 25-27 which removed by Quit Claim Deed Doc. No. 984216 the underlying fee title to the area defined in Doc. No. 984216 while still reserving an easement for public roadway and utility purposes.

Map symbol & soil name	Hydrologic group
7S. Bluffton loam, depressional, 0 to 1 percent slopes	B/D
204B. Cuddling fire sandy loam, 2 to 8 percent slopes	B
06B7. Hubbard loamy sand, 1 to 6 percent slopes	B

* Data from USDA Web Soil Survey





N 89°55'17" W 668.00

N 89°55'17" W 4658.71

Ogden Street NW

Ogden Street NW

NOT PLATTED

PID: 75-00130-4106
Joseph & Rachel Benitz

West Quarter Corner of
Sec. 30, Twp. 33, Rng. 26
Sherburne County, MN
Cast Iron Monument
Doc. No. 109769

Lot 1

Lot 2

Block 1

Applicable Standards

- Staff's analysis finds that subject to the approval of the lot size variance, the plat satisfied the required standards for approval of a preliminary plat

Planning Commission

- PC held a public hearing on August 26, 2025
 - No comments during hearing
- Staff spoke with one resident prior to meeting.
 - General questions and information – no concerns.
- PC unanimously approved and removed conditions regarding driveway impacts to wetland and R/W width
 - Concerns addressed with updated documents

Action Requested

- Approve the preliminary plat of Prairie Haven.
- Staff recommend removing the remaining PC condition as the variance was approved and the appeal period has expired.

- | Map symbol
& soil name | Hydrologic
group |
|---|---------------------|
| 75: Buffton loam, depressional, 0 to 1 percent slopes | B/D |
| 204H: Cushing fine sandy loam, 2 to 8 percent slopes | B |
| D67B: Hubbard loamy sand, 1 to 6 percent slopes | D |
- * Data from USDA Web Soil Survey



N 89°55'17" W
4658.71

Joseph & Rachel Benitz

NOT ATTACHED
PID: 75-00130-4106

Joseph & Rachel Benitz

Ogden Street NW

Ogden Street NW

S 0°01'06" E	715.35
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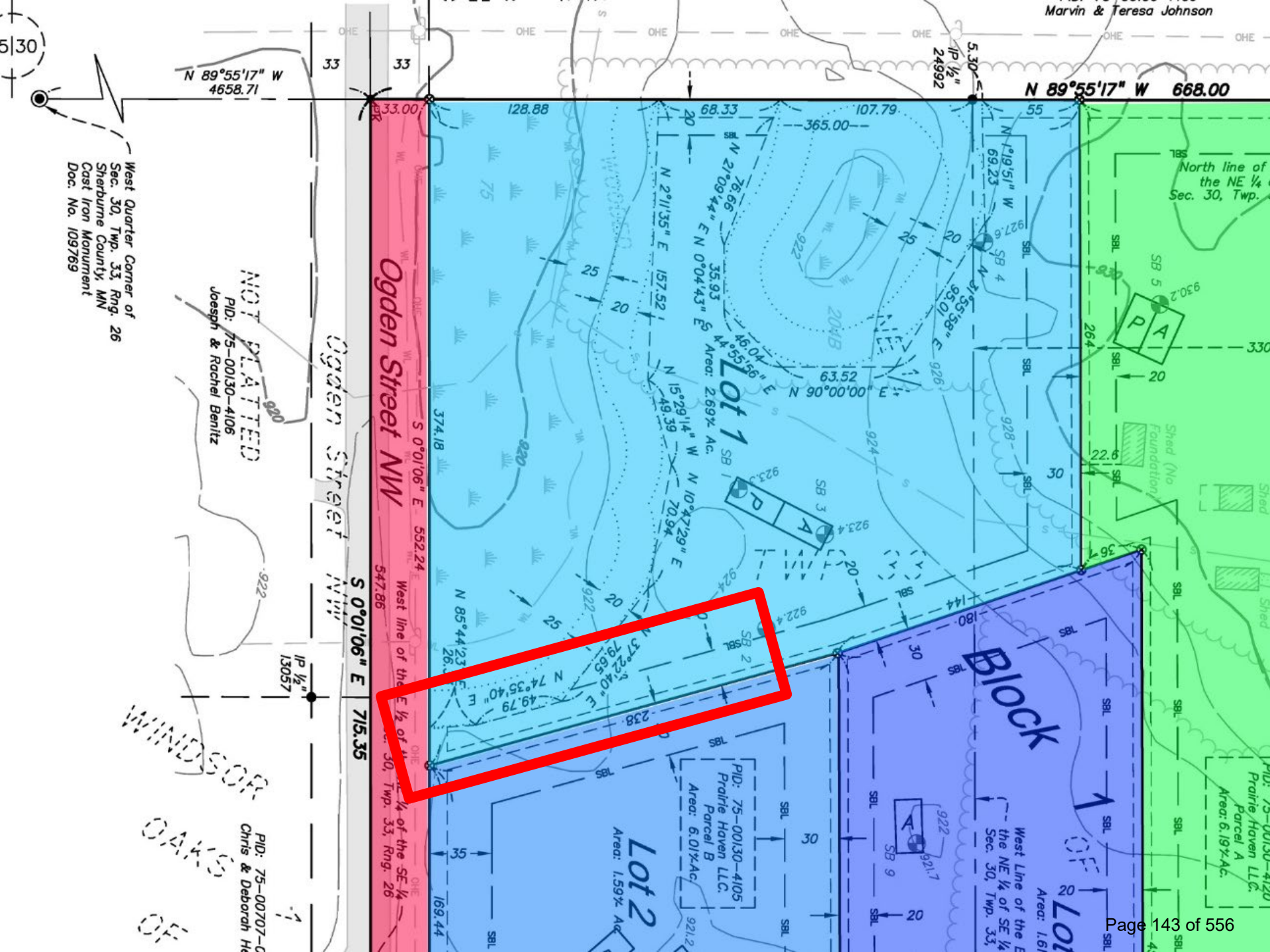
47.86

PID: 75-00707-C
Chris & Deborah He

PID: 75-00707-C
Chris & Deborah He

Block

Page 143 of 556





0130-4106

75-00707-0905

193rd Avenue

1 192nd Avenue

75-00130-4410



75-00517-033

75-00517-0

75-00517-0340



Request for Action

To
City Council

Item Number
7.4

Meeting Date
September 15, 2025

Prepared By
Zack Carlton, Community Development Director

Item Description
Resolution 25-46: Easement Vacation in
Meadowsweet Hills, 13495 Ranch Road NW - Twin
Cities Land Development

Reviewed by
Cal Portner
Tina Allard

Action Requested

Adopt Resolution 25-46 vacating all drainage and utility easements on Lot 1, Block 1, Meadowsweet Hills, subject to the condition that the plat of Meadowsweet Bend is recorded immediately after the vacation resolution.

Background/Discussion

The applicant, Twin Cities Land Development, has submitted a request to vacate all the existing drainage and utility easements recorded with Lot 1, Block 1, in the plat of Meadowsweet Hills. The subject parcel is included with the plat of Meadowsweet Bend and will be subdivided into multiple lots. Each of the new lots will have the standard perimeter drainage and utility easements, and easements protecting the delineated wetlands.

The proposed vacation is appropriate as the easements requested to be vacated are either no longer appropriate, as the lot configuration will be changed significantly, or they will be replaced, in the case of wetland easements, with the plat of Meadowsweet Bend. Each parcel within the new subdivision is also required to include signage along the wetlands to inform future property owners of their location.

Financial Impact

None

Mission/Policy/Goal

Support the growth and development of the community.

Attachments

1. Final Plat of Meadowsweet Hills
2. Final Plat of Meadowsweet Bend
3. Easement Vacation Resolution
4. 7.4 Meadowsweet Easement Vacation Presentation

The Elk River Vision

A welcoming community with revolutionary and spirited resourcefulness, exceptional service, and community engagement that encourages and inspires prosperity



MEADOWSWEET HILLS

CITY OF ELK RIVER
SHERBURNE COUNTY, MN

KNOW ALL PERSONS BY THESE PRESENTS: That William A. Zacharda, Jr. and Wendy S. Zacharda, as Trustees of The Trust Agreement of William and Wendy Zacharda, fee owners of the following described property situated in the County of Sherburne, State of Minnesota, to wit:

Lot 1, Block 1, ZACHARDAS ACRES, Sherburne County, Minnesota.
AND

The Southeast Quarter of the Northwest Quarter of Section 8, Township 33, Range 26, Sherburne County, Minnesota.

Have caused the same to be surveyed and platted as MEADOWSWEET HILLS and do hereby dedicate to the public for public use forever the easements as shown on this plat for drainage and utility purposes only.

In witness whereof said William A. Zacharda, Jr. and Wendy S. Zacharda, Trustees of The Trust Agreement of William and Wendy Zacharda, have hereunto set their hands this _____ day of _____, 20____.

William A. Zacharda, Jr., as Trustee of
The Trust Agreement of William and Wendy Zacharda

Wendy S. Zacharda, as Trustee of
The Trust Agreement of William and Wendy Zacharda

STATE OF MINNESOTA COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by William A. Zacharda, Jr. and Wendy S. Zacharda, Trustees of The Trust Agreement of William and Wendy Zacharda.

(Signature) _____

Notary Public, _____ County, Minnesota

(Printed Name) _____

My Commission Expires _____

I hereby certify that this plat was prepared by me or under my direct supervision; that I am duly Licensed Land Surveyor in the State of Minnesota; that this plat is a correct representation of the boundary survey; that all mathematical data and labels are correctly designated on the plat; that monuments depicted on the plat have been correctly set; that all water boundaries and wet lands, as defined in Minnesota Statutes 505.01, Subd. 3, as of the date of this certificate are shown and labeled on this plat; and all public ways are shown and labeled on this plat.

Craig Wensmann, Land Surveyor
Minnesota License No. 47466

STATE OF MINNESOTA COUNTY OF _____

The foregoing surveyor's certificate was acknowledged before me this _____ day of _____, 20____, by Craig Wensmann, Land Surveyor, Minnesota License Number 47466.

(Signature) _____

Notary Public, _____ County, Minnesota

(Printed Name) _____

My Commission Expires _____

Approved and accepted by the City Council of the City of Elk River, Sherburne County, Minnesota at a meeting held this day of _____, 20____.

Mayor Attest: _____
City Clerk

Pursuant to Sherburne County Ordinance Number 006, I hereby certify that this plat has been checked and approved as to compliance with Chapter 505, Minnesota Statutes
this _____ day of _____, 20____.

Sherburne County Surveyor

I hereby certify taxes payable in the year _____ on lands herein described are paid in full, and there are no delinquent taxes, and that transfer was entered this _____ day of _____, 20____.

Sherburne County Auditor/Treasurer

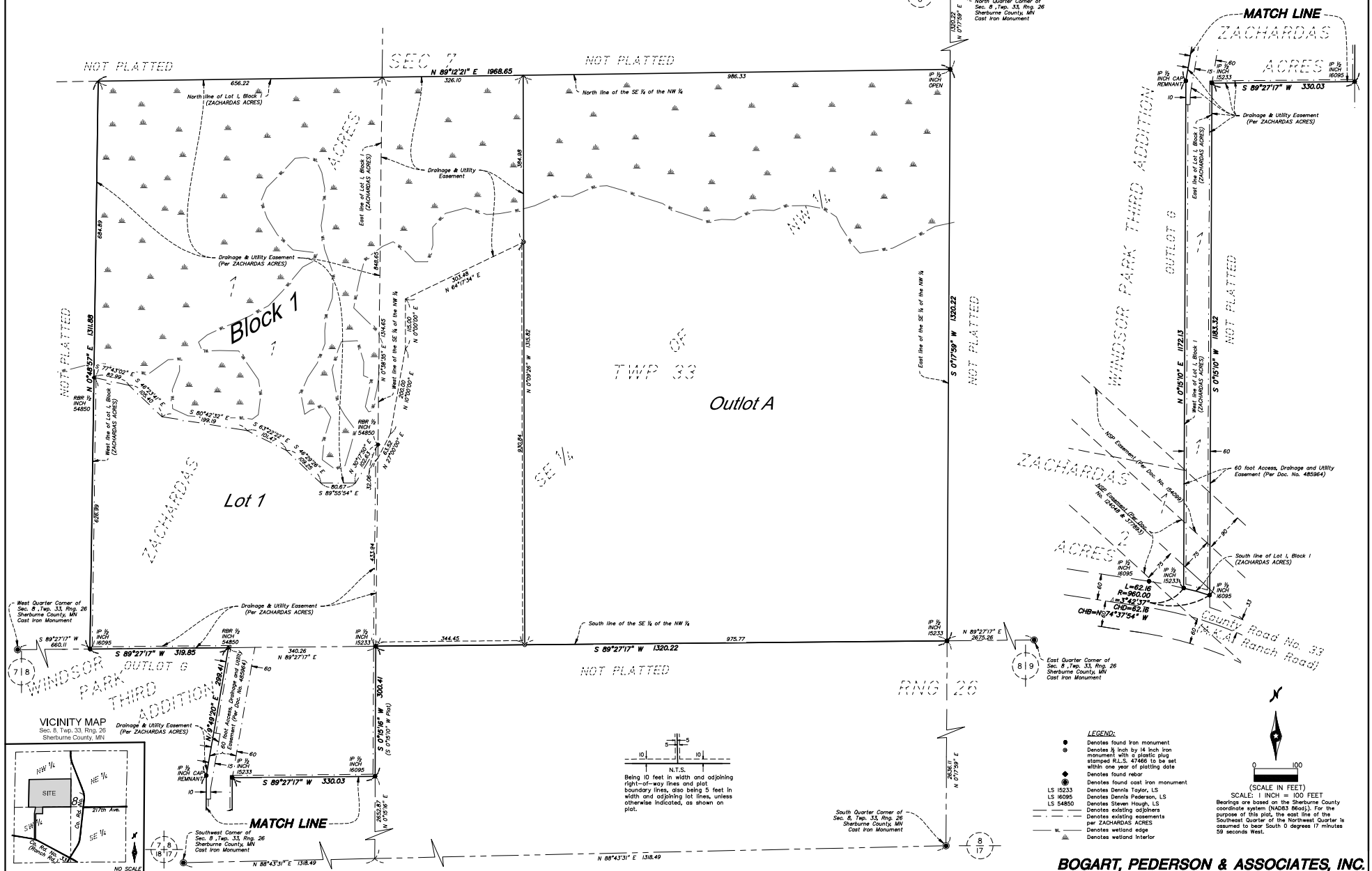
I hereby certify that this instrument was filed in the Office of the County Recorder for record on this _____ day of _____, 20____ at _____ o'clock ____M.
and was duly recorded as Document No. _____

Sherburne County Recorder

BOGART, PEDERSON & ASSOCIATES, INC.
SHEET 1 OF 2

MEADOWSWEET HILLS

CITY OF ELK RIVER
SHERBURNE COUNTY, MN



BOGART, PEDERSON & ASSOCIATES, INC.
SHEET 2 OF 2

KNOW ALL PERSONS BY THESE PRESENTS: That TCJD-LPS Meadowsweet, LLC, a Minnesota Limited Liability Company, owner of the following described property situated in the County of Sherburne, State of Minnesota, to wit:

Lot 1, Block 1, MEADOWSWEET HILLS, Sherburne County, Minnesota

AND

The East Half of the Southwest Quarter of Section 6, Township 33, Range 26, Sherburne County, Minnesota lying northerly of the centerline of County Road No. 33, EXCEPT the following described tracts of land:

1) That part of the East Half of the Southwest Quarter of Section 6, Township 33, Range 26, Sherburne County, Minnesota, described as follows: Commencing at the Southwest corner of said East Half of the Southwest Quarter; thence on an assumed bearing of North 0 degrees 15 minutes 37 seconds East along the West line of said East Half of the Southwest Quarter, a distance of 947.40 feet to intersect with the centerline of County Road No. 33; thence South 82 degrees 35 minutes 50 seconds East along said centerline, a distance of 877.82 feet to the point of beginning of the land to be described; thence North 27 degrees 24 minutes 15 seconds East, a distance of 412.49 feet; thence South 72 degrees 39 minutes 06 seconds East, a distance of 358.81 feet to the east line of said East Half of the Southwest Quarter; thence South 0 degrees 18 minutes 15 seconds West along said east line, a distance of 434.05 feet to said centerline of County Road No. 33; thence North 82 degrees 35 minutes 50 seconds West along said centerline a distance of 603.82 feet to the point of beginning.

2) That part of the following described property lying northwesterly of a described LINE A.

All that part of the East Half of the Southwest Quarter of Section 6, Township 33, Range 26, Sherburne County, Minnesota, described as commencing at the southwest corner of said East Half of the Southwest Quarter; thence North 0 degrees 15 minutes 37 seconds East, assumed bearing, along the west line of said East Half of the Southwest Quarter, a distance of 947.40 feet to intersect the centerline of County Road No. 33, also known as Ranch Road, said point of intersection also being the actual point of beginning of the tract to be hereby described; thence South 62 degrees 35 minutes 50 seconds East along said centerline, a distance of 305.00 feet, more or less, to intersect the east line of the West 27.41 feet of said East Half of the Southwest Quarter; thence North 0 degrees 15 minutes 37 seconds East parallel with said west line of the East Half of the Southwest Quarter, a distance of 602.57 feet; thence North 82 degrees 35 minutes 50 seconds West, a distance of 305.00 feet to intersect said west line of the East Half of the Southwest Quarter; thence southerly along said west line, a distance of 602.57 feet to the point of beginning.

Said LINE A described as follows: Commencing at the southwest corner of said East Half of the Southwest Quarter; thence northerly along the west line of said East Half of the Southwest Quarter, a distance of 1181.35 feet; thence easterly deflecting to the right 90 degrees 00 minutes 00 seconds to the point of intersection with the east line of the West 27.41 feet of said East Half of the Southwest Quarter, said point being the point of beginning of said LINE A; thence southerly deflecting to the right 117 degrees 02 minutes 16 seconds to said centerline of County Road No. 33 and said LINE A there terminating.

Has caused the same to be surveyed and plotted as MEADOWSWEET BEND and does hereby dedicate to the public for public use forever the easements as shown on this plat for drainage and utility purposes only.

In witness whereof said TCJD-LPS Meadowsweet, LLC, a Minnesota Limited Liability Company, has caused these presents to be signed by its proper officer to be hereunto attested this _____ day of _____, 20____.

TCJD-LPS Meadowsweet, LLC.

Benjamin Schmidt - President

STATE OF MINNESOTA

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by Benjamin Schmidt, President, of TCJD-LPS Meadowsweet, LLC, a Minnesota Limited Liability Company.

(Signature) _____

Notary Public, _____ County, Minnesota

(Printed Name) _____

My Commission Expires _____

I hereby certify that this plat was prepared by me or under my direct supervision; that I am duly licensed Land Surveyor in the State of Minnesota; that this plat is a correct representation of the boundary survey; that all mathematical data and labels are correctly designated on the plat; that monuments depicted on the plat have been correctly set; that all water boundaries and wet lands, as defined in Minnesota Statutes 505.01, Subd. 3, as of the date of this certificate are shown and labeled on this plat; and all public ways are shown and labeled on this plat.

Craig Wenemann, Land Surveyor
Minnesota License No. 47469

STATE OF MINNESOTA

COUNTY OF _____

The foregoing surveyor's certificate was acknowledged before me this _____ day of _____, 20____, by Craig Wenemann, Land Surveyor, Minnesota License Number 47469.

(Signature) _____

Notary Public, _____ County, Minnesota

(Printed Name) _____

My Commission Expires _____

Approved and accepted by the City Council of the City of Elk River, Sherburne County, Minnesota at a meeting held the _____ day of _____, 20____.

Mayor _____

Attest: _____
City Clerk

Pursuant to Sherburne County Ordinance Number 008, I hereby certify that this plat has been checked and approved as to compliance with Chapter 508, Minnesota Statutes this day of _____, 20____.

Sherburne County Surveyor

I hereby certify that this plat has been reviewed by the office of the County Highway Engineer. Dated this _____ day of _____, 20____.

Sherburne County Highway Engineer

I hereby certify taxes payable in the year _____ on lands herein described are paid in full, and there are no delinquent taxes, and that transfer was entered this day of _____, 20____.

Sherburne County Auditor/Treasurer

I hereby certify that this instrument was filed in the Office of the County Recorder for record on this _____ day of _____, 20____ at _____ o'clock _____ M. and was duly recorded as Document No. _____.

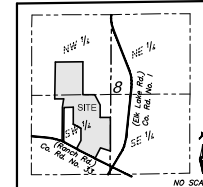
Sherburne County Recorder

MEADOWSWEET BEND

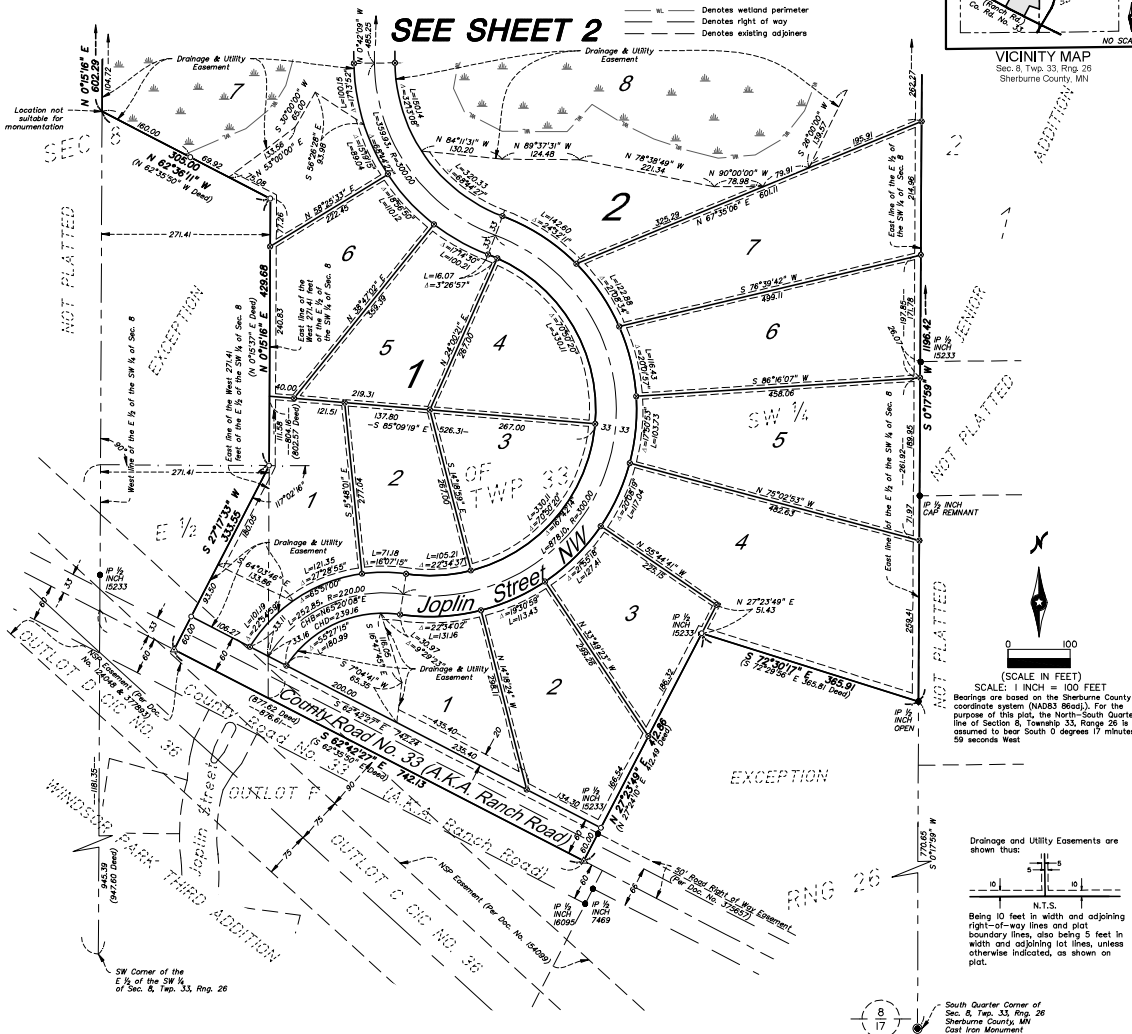
LEGEND:

- Denotes found iron monument
- Denotes 8 inch by 14 inch iron monument with a plastic plug stamped R.L.S. 47466 to be set within one year of plotting date
- Denotes found rebar
- Denotes found cast iron monument
- Denotes set 8 inch by 14 inch iron monument with a plastic plug stamped R.L.S. 47466
- Denotes set nail
- △ Denotes wetland interior
- LS 10033 Denotes Dennis Taylor, LS
- LS 80095 Denotes Dennis Pederson, LS
- LS 54850 Denotes Steven Hough, LS
- Denotes easement
- Denotes wetland perimeter
- Denotes right of way
- Denotes existing adjacencies

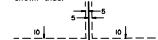
CITY OF ELK RIVER
SHERBURNE COUNTY, MN



VICINITY MAP
Sec. 8, Twp. 33, Rng. 26
Sherburne County, MN



Drainage and Utility Easements are shown thus:



N.T.S.
Being 10 feet in width and adjoining right-of-way lines and plot boundary lines, also being 5 feet in width and adjoining lot lines, unless otherwise indicated, as shown on plat.

South Quarter Corner of
Sec. 8, Twp. 33, Rng. 26
Sherburne County, MN
Cast Iron Monument

BOGART, PEDERSON & ASSOCIATES, INC.

SHEET 1 OF 3



MEADOWSWEET BEND

CITY OF ELK RIVER
SHERBURNE COUNTY, MN

North Quarter Corner of
Sec. 8, Twp. 33, Rng. 26
Sherburne County, MN
Cast Iron Monument

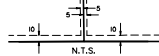


SCALE: 1 INCH = 100 FEET
Bearings are based on the Sherburne County
coordinate system (NAD83 8601). For the
purpose of this plat, the North-South Quarter
line of Section 8, Township 33, Range 26 is
assumed to bear South 0 degrees 17 minutes
59 seconds West

LEGEND:

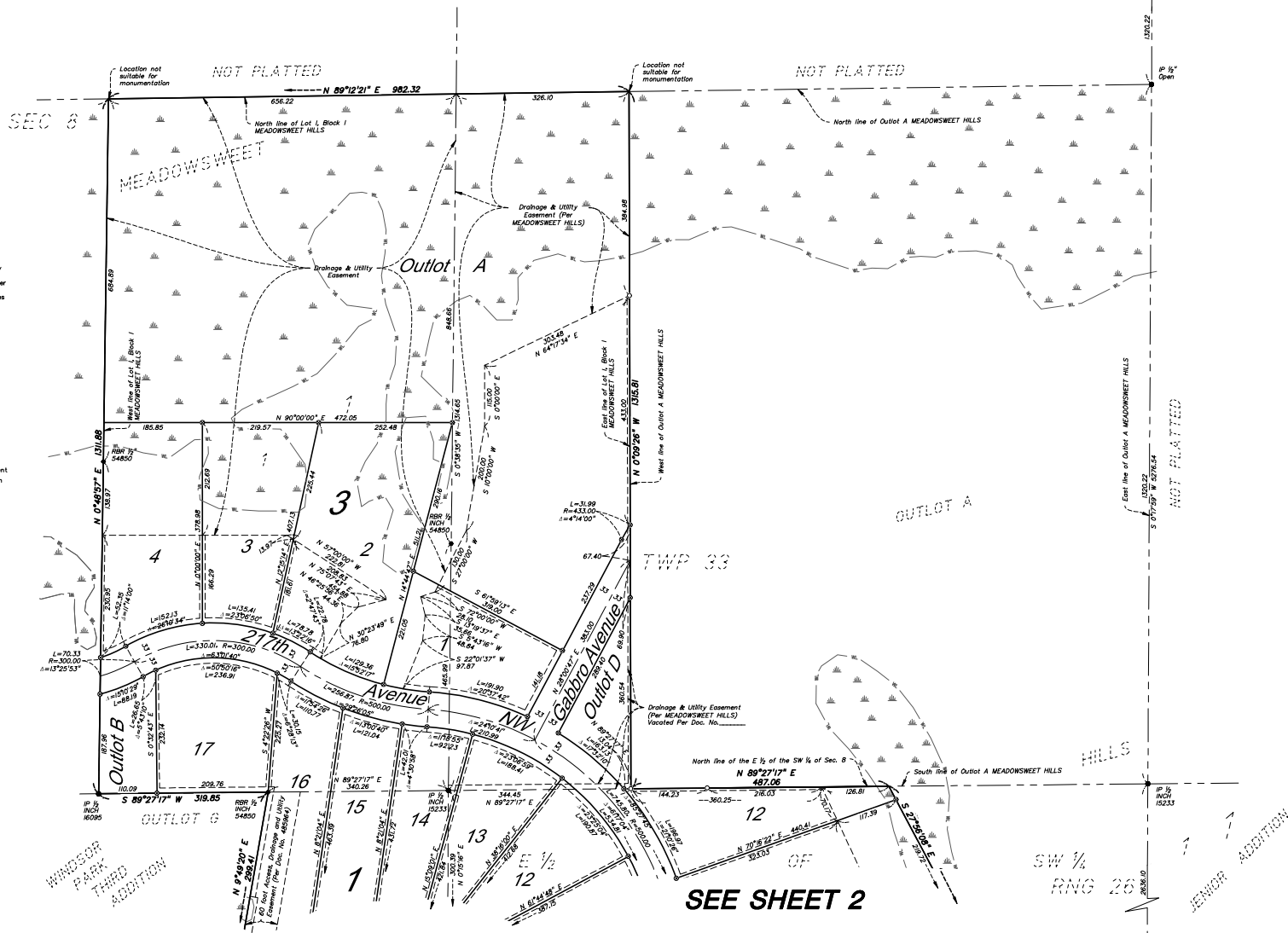
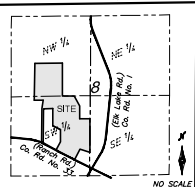
- Denotes found iron monument
- ⊙ Denotes 1/2 inch by 1/4 inch iron monument with a plastic plug stamped R.L.S. 47466 to be set within one year of platting date
- ⊙ Denotes found cast iron monument
- ⊙ Denotes set 1/2 inch by 1/4 inch iron monument with a plastic plug stamped R.L.S. 47466
- ⊙ Denotes set nail
- △ Denotes wetland interior
- LS 15233 Denotes Dennis Taylor, LS
- LS 16095 Denotes Dennis Pederson, LS
- LS 54850 Denotes Steven Hough, LS
- Denotes easement
- Denotes wetland perimeter
- Denotes right of way
- Denotes existing adjoiners

Drainage and Utility Easements are shown thus:



N.T.S.
Being 10 feet in width and adjoining right-of-way lines and plat boundary lines, also being 5 feet in width and adjoining lot lines, unless otherwise indicated, as shown on plat.

VICINITY MAP
Sec. 8, Twp. 33, Rng. 26
Sherburne County, MN



SEE SHEET 2

BOGART, PEDERSON & ASSOCIATES, INC.

SHEET 3 OF 3



City of Elk River City Council

Resolution 25-46

A Resolution of the City Council of the City of Elk River Granting a Petition to Vacate a Drainage and Utility Easements

WHEREAS, a petition has been made by the property owner to vacate all drainage and utility easements on Lot 1, Block 1, Meadowsweet Hills, Sherburne County, Minnesota, as described in Exhibit A; and

WHEREAS, pursuant to Minnesota Statutes Section 412.851, after two (2) weeks' published and posted notice of the hearing and after mailing written notice of the hearing at least ten (10) days before the hearing to each property owner affected by the proposed vacation, the Elk River City Council has conducted a hearing to consider the vacation of the easements legally described in Exhibit A ("Easement"); and

WHEREAS, a public hearing on said petition was held on September 15, 2025, before the City Council of the City of Elk River after published and posted notice had been given, and all persons interested were given an opportunity to be heard at the public hearing; and

WHEREAS, vacation of the Easements is appropriate as the plat of Meadowsweet Bend will replace the wetland easements and dedicate new drainage and utility easements for each single-family parcel.

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

1. The above recitals are incorporated as if fully set forth herein.
2. The petition to vacate the easements, as described in Exhibit A, is hereby granted.
3. The City Clerk is directed to file a certified copy of this Resolution with the Sherburne County Recorder. Vacation of the drainage and utility easement described in Exhibit A shall be effective at the time of recording.

Passed and adopted this 15th day of September 2025.

John J. Dietz, Mayor

ATTEST:

Tina Allard, City Clerk



Exhibit A

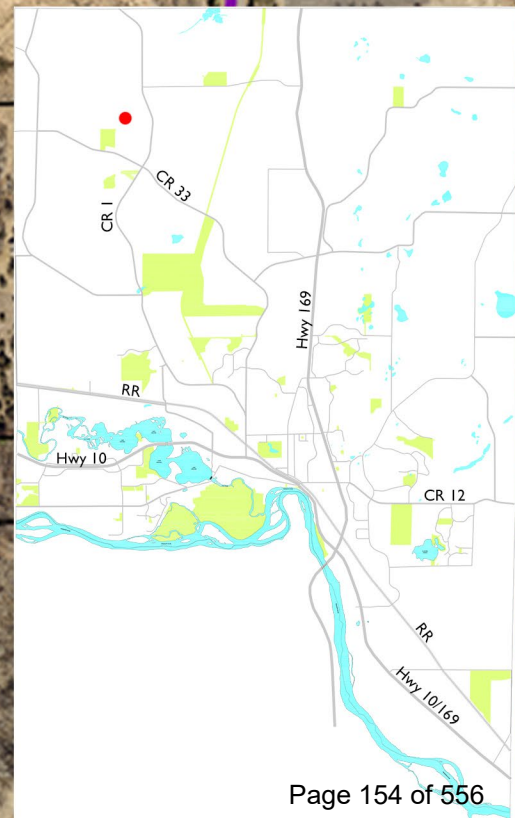
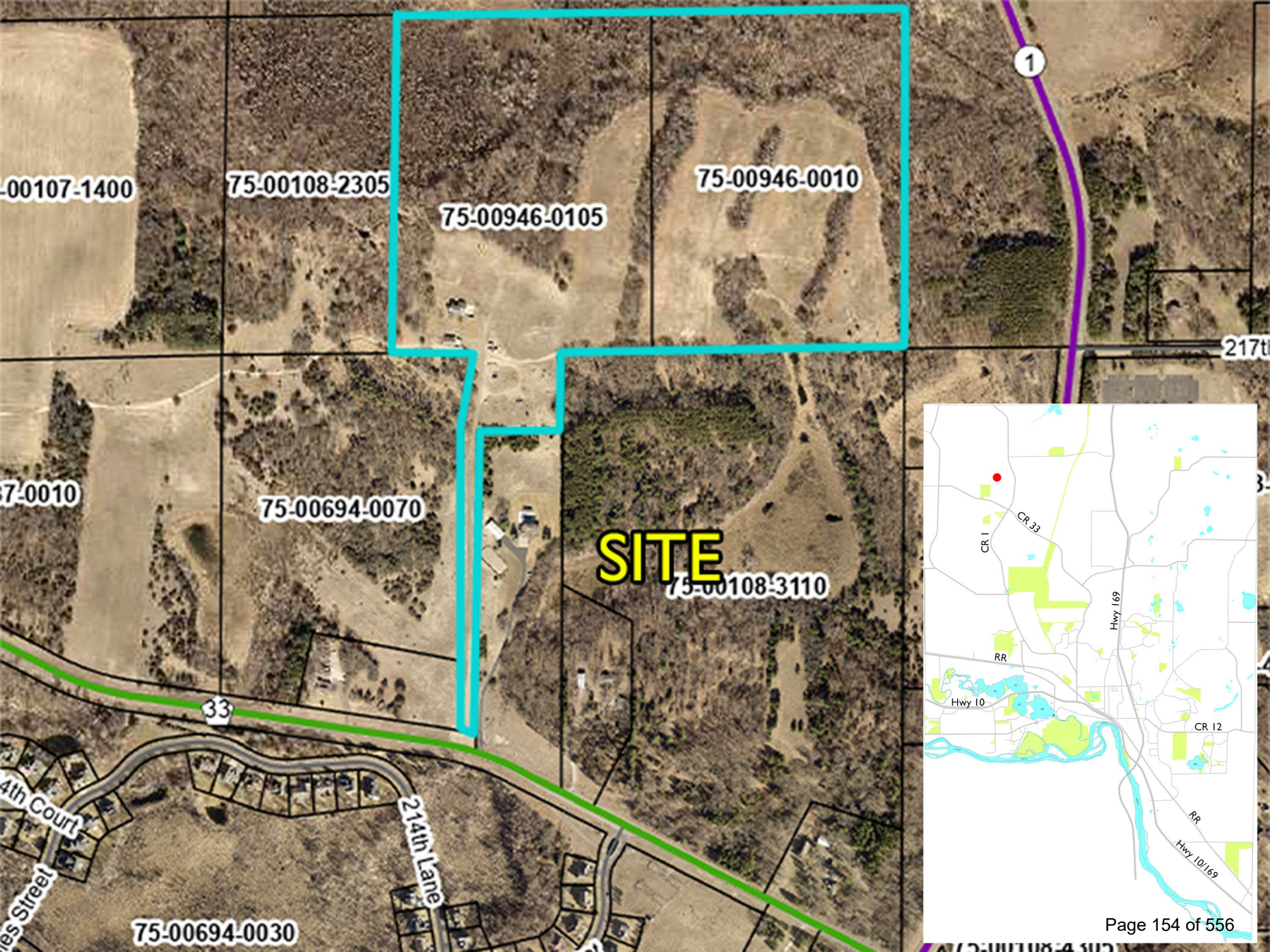
All drainage and utility easements shown on Lot 1, Block 1, MEADOWSWEET HILLS,
Sherburne County, Minnesota



Item 7.4

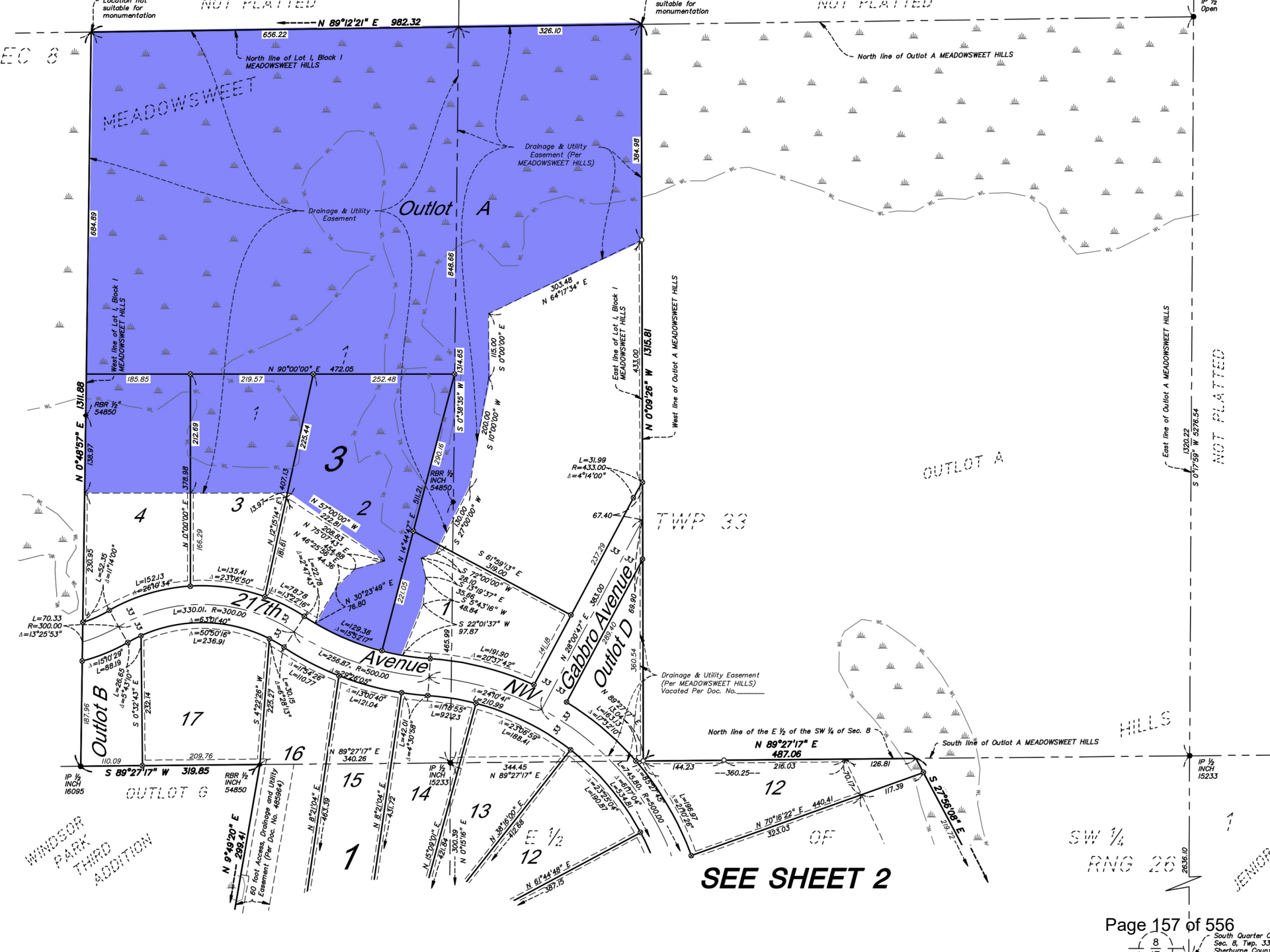
Twin Cities Land Development

Easement Vacation

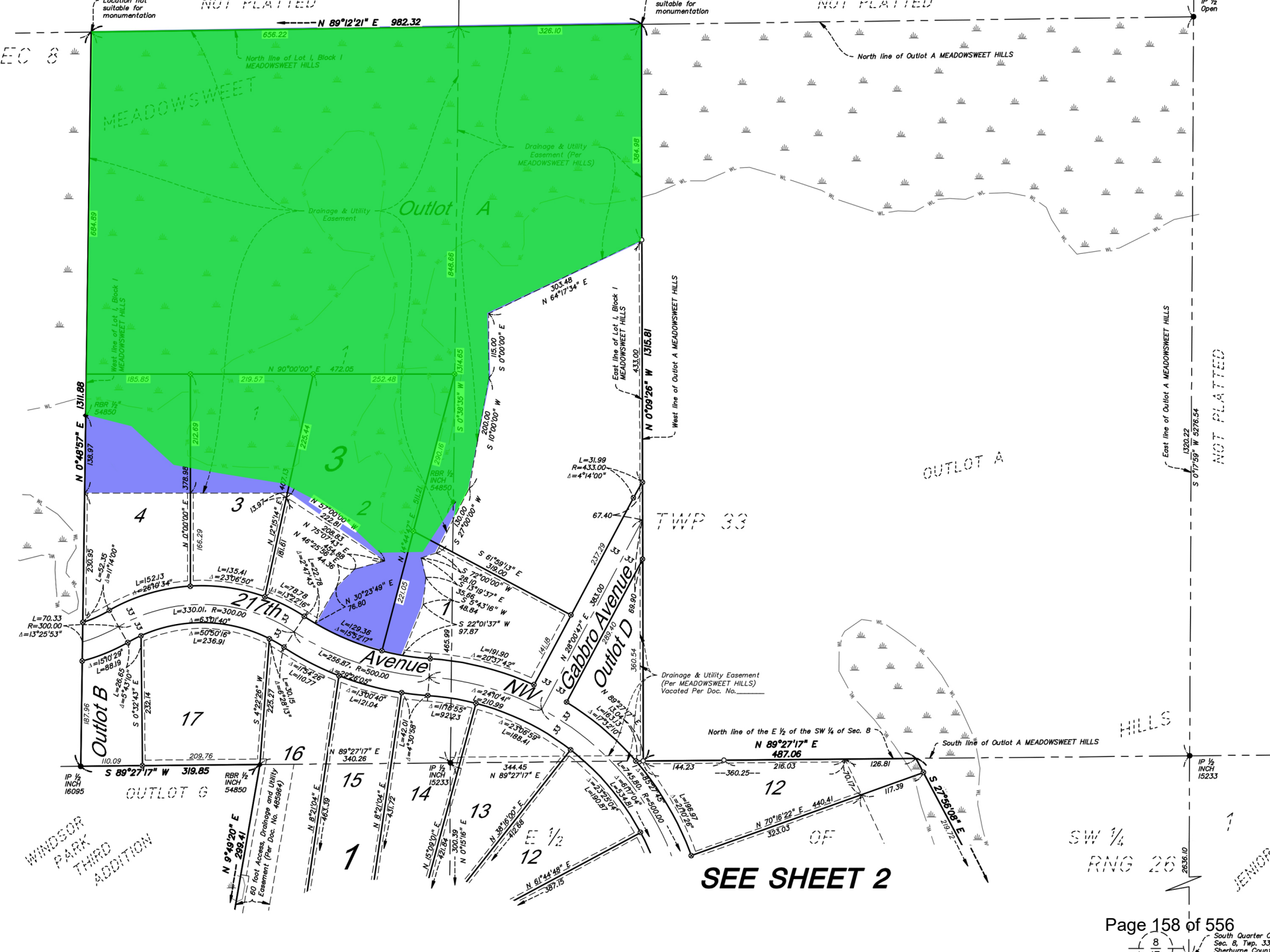


Background

- Vacate existing drainage and utility easements within Lot 1 of Meadowsweet Hill
- Property is being subdivided with the Meadowsweet Bend project.
 - All easements will be replaced when Meadowsweet Bend is recorded.



SEE SHEET 2



SEE SHEET 2

Easement Vacation

- Subject easements no longer serve a public purpose as they will be re-established with a new plat

Actions Requested

Adopt the resolution vacating the drainage and utility easements outlined in the resolution and subject to the one (1) condition.



Request for Action

To
City Council

Item Number
7.5

Meeting Date
September 15, 2025

Prepared By
Zack Carlton, Community Development Director

Item Description
Pat Briggs Planned Unit Development (PUD): Two 79-unit Apartment Buildings, Land Use Amendment, Zone Change, and Ordinance Amendment - 17379 Twin Lakes Rd NW

Reviewed by
Chris Leeseberg
Cal Portner
Tina Allard

Action Requested

Open the public hearing, receive public comment, and continue the public hearing to October 20, 2025.

Background/Discussion

The applicant, Pat Briggs, has requested approval of a series of applications to support the development of a multifamily project consisting of two 79-unit apartment buildings. Proposed as a PUD, the project requires approval of a land use amendment to update the guidance for the property from Mixed Residential to Multifamily, a zone change updating the zoning of the property to PUD, and an ordinance amendment establishing the PUD standards and memorializing the project within the city code.

Planning Commission

The Planning Commission held a public hearing regarding this proposal on August 26, 2025. Two residents spoke during the public hearing and shared a number of concerns with the project, including:

- A land use amendment increasing the density of the property near existing single-family homes.
- Reduced parking requirements may lead to parking on adjacent private properties or on Twin Lakes Road.
- The proposed filling of wetlands and stormwater/impervious surface impacts on adjacent parcels.
- Impacts to the existing access easement for parcels to the east.
- Required improvements to Twin Lakes Road, turn lanes, as an example.
- The amount of traffic generated by the proposed project.
- Visual impacts on adjacent parcels. Specifically, the building height near an existing home and a lack of proposed screening to ensure future tenants do not trespass on adjacent lots.
- Is the city "over developing" this area?
- How will snow removal be handled without encroaching on adjacent parcels?

The Commission shared many of the concerns brought up during the public hearing and asked the developer to review their project and identify modifications to address the concerns. They unanimously recommended continuing their discussion to September 23, 2025.

The Elk River Vision

A welcoming community with revolutionary and spirited resourcefulness, exceptional service, and community engagement that encourages and inspires prosperity

Representatives for the applicant also spoke and addressed some of the concerns raised by the public. They agreed to evaluate the project and the potential for changes.

As the Planning Commission has not made a formal recommendation regarding these items, the City Council may not take action. The public hearing was advertised and should be opened as scheduled. Once all interested parties have had a chance to speak, the City Council is asked to continue the public hearing to October 20, 2025.

Financial Impact

None

Mission/Policy/Goal

Support the growth and development of the community.
Responsibly grow.

Attachments

1. Planning Commission Memo dated August 26, 2025
2. 7.5 Briggs Apartment Presentation



Request for Action

To
Planning Commission

Item Number
4.1

Meeting Date
August 26, 2025

Prepared By
Zack Carlton, Community Development Director

Item Description
Pat Briggs Planned Unit Development (PUD): Two 79-unit Apartment Buildings, Land Use Amendment, Zone Change, and Ordinance Amendment - 17379 Twin Lakes Rd NW

Reviewed by
Chris Leeseberg

Action Requested

Recommend, by motion, approval of the proposed land use amendment, changing the Comprehensive Plan guidance from Mixed Residential to Multifamily.

Recommend, by motion, approval of the proposed zone change, changing the zoning from FAST (D) to Planned Unit Development (PUD) subject to council approval of the associated land use amendment (LU 25-02) and ordinance amendment (OA 25-08) establishing the PUD standards.

Recommend, by motion, approval of an ordinance outlining the development standards for a residential Planned Unit Development, subject to the following conditions.

1. City Council approval of zone change (ZC 25- 02)
2. Address all comments noted in the comment letter dated August 20, 2025.
3. Submit full landscape plans demonstrating compliance with city codes.
4. Staff approval of all submitted plans (site, engineering, architectural, etc.)
5. The applicant must prepare and record a perpetual ingress/egress easement to the benefit of the two single-family homes east of the subject site. This easement must also include all necessary utility access rights for both of these parcels.

Background/Discussion

The applicant, Pat Briggs, has requested approval of a series of applications to support the development of a multifamily project consisting of two 79-unit apartment buildings. Proposed as a PUD, the project requires approval of a land use amendment to update the guidance for the property from Mixed Residential to Multifamily, a zone change updating the zoning of the property to PUD, and an ordinance amendment establishing the PUD standards and memorializing the project within the city code.

Site Plan

Plans show two 4-story apartment buildings with associated parking and stormwater features. The one driveway accesses Twin Lakes Road and also serves as an access point for the two existing single-family homes east of the subject site. A condition that the access rights for the two parcels to the east be memorialized in a perpetual ingress/egress easement is included.

The Elk River Vision

A welcoming community with revolutionary and spirited resourcefulness, exceptional service, and community engagement that encourages and inspires prosperity



If access from southbound Twin Lakes Road is to be maintained, the developer will need to improve the temporary access to include a dedicated turn-lane. If this access is not improved, the temporary access will need to be removed.

There are two existing wetlands on the property, and the developer has proposed filling one of the wetlands. This action will require an additional approval from the state before building permits will be issued. An approval letter will be required as part of future building permit applications. The southern building encroaches into the wetland setback/buffer. The area outside of the impervious impacts to the buffer will need to be left as unmaintained vegetation.

Building Plans

Submitted plans show an apartment building with four-stories of residential units and one floor of parking. The majority of units within each building are designated as efficiency units. The commission should discuss this distribution and make a recommendation whether the mix is appropriate.

The developer has submitted conceptual graphics of the building's exterior. Architecturally prepared building elevations identifying building materials, colors, and the percentage of each material must be submitted for review.

Plans request a reduction in the parking requirements for the use. Ordinance requires 2.5 parking stalls per residential unit, a total of 395 stalls. Additionally, one covered stall per unit is required, a total of 158. Plans identify 258 total stalls, with 124 covered stalls for a parking ration of 1.63 stalls/unit. The city has traditionally supported reduced parking requests at 2 stalls per unit subject to proof of parking availability should parking concerns arise. The site has little space for proof of parking, and the requested ratio is below what has been approved in the past. The developer notes that parking demands should be reduced due to the number of efficiency units. The PUD process can be used to approve this deviation, and the Planning Commission should discuss this request in greater detail.

City Services

The new buildings will connect to city services. Submitted plans did not detail these connections and updated plans will need to be submitted and approved by Elk River Municipal Utilities and the city engineer.

Comprehensive Plan

The proposed amendment to the land use plan will update the guidance for the subject property from mixed residential to multifamily. The property is adjacent to two existing apartment developments and will be compatible with surrounding land uses.

Zone Change

The proposed zoning amendment supports the residential PUD proposal. The zone change to PUD can be approved after the land use amendment has been adopted.

Ordinance Amendment

The city uses an ordinance amendment process to memorialize the standards of the PUD. The ordinance will describe the permitted uses, architectural standards, setbacks, and site plan. All future permits will be evaluated against the approved PUD standards. Staff will guide the commission through a discussion regarding the various PUD deviations and request separate recommendations on each item. The commission will then have an opportunity to recommend moving the plans forward for council consideration or request updated plans from the developer.

Financial Impact

None

Mission/Policy/Goal

Opportunity to live, work, and play.

Attachments

1. Location Map
2. Applicant's Narrative
3. Civil Plans dated July 17, 2025
4. _Floor Plans and Architectural Concept
5. Comment Letter dated August 8, 2025



Project Location Map

Pat Briggs

Land Use Amendment - LU 25-02
Zone Change - ZC 25-02



Two phases of a 4 Story 80 Unit Market Rate Apartment Building including covered parking. Consisting of 85% Studio units for Individuals seeking affordable housing options to work and play and access public transportation within Biking & walking distances to Industrial/Office and the retail sector on the East Side of 169.

BRIGGS ER PLAT

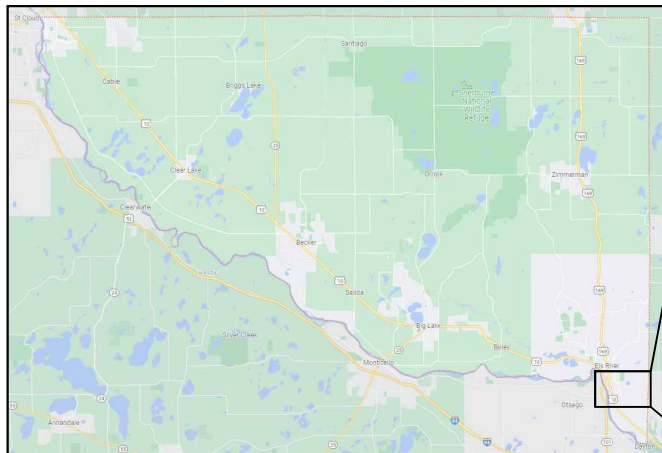
PAT BRIGGS

17379 TWIN LAKES ROAD NW
CITY OF ELK RIVER, SHERBURNE COUNTY, MN
JULY 2025
PRELIMINARY PLANS

CIVIL & SURVEY PLANS PREPARED BY:



Civil Plans	
Sheet Number	Sheet Title
	Cover
C1	Demolition Plan
C2	Site Plan
C3	Grading Plan
C4	Utility Plan
C5	Erosion Control Plan
C6	SWPPP Narrative
C7	Details
C8	Details
C9	Details
C10	Details



SHERBURNE COUNTY, MINNESOTA

PROJECT LOCATION



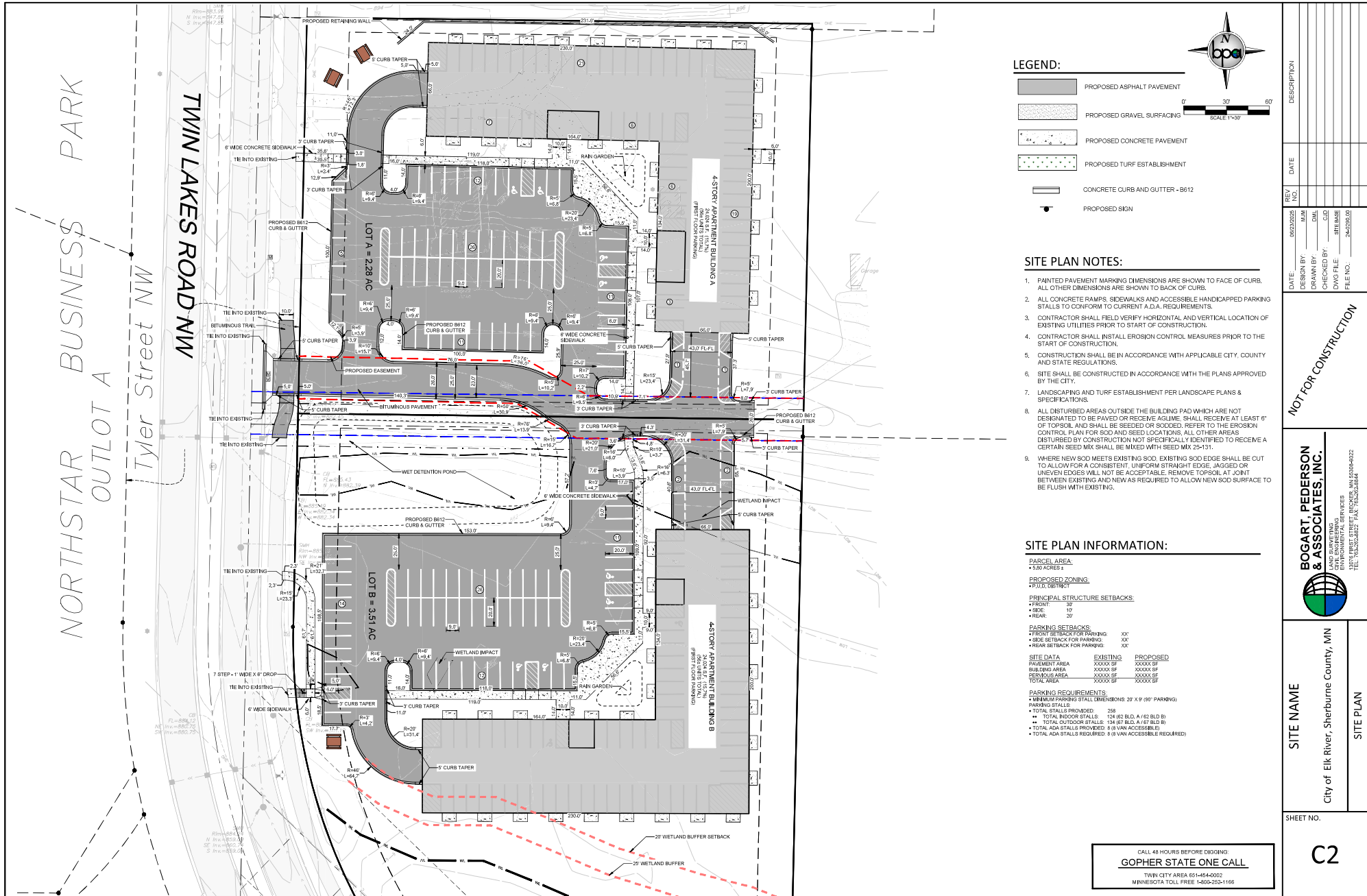
VICINITY MAP

REV NO.	DATE	DESCRIPTION

PRIVATE UTILITIES SHOWN ARE QUALITY LEVEL D.
QUALITY LEVEL D PROVIDES THE MOST BASIC LEVEL OF INFORMATION. IT INVOLVES
COLLECTING DATA FROM EXISTING UTILITY RECORDS. RECORDS MAY INCLUDE AS-BUILT
DRAWINGS, DISTRIBUTION AND SERVICES MAPS, EXISTING GEOGRAPHIC INFORMATION
SYSTEM DATABASES, CONSTRUCTION PLANS, ETC.

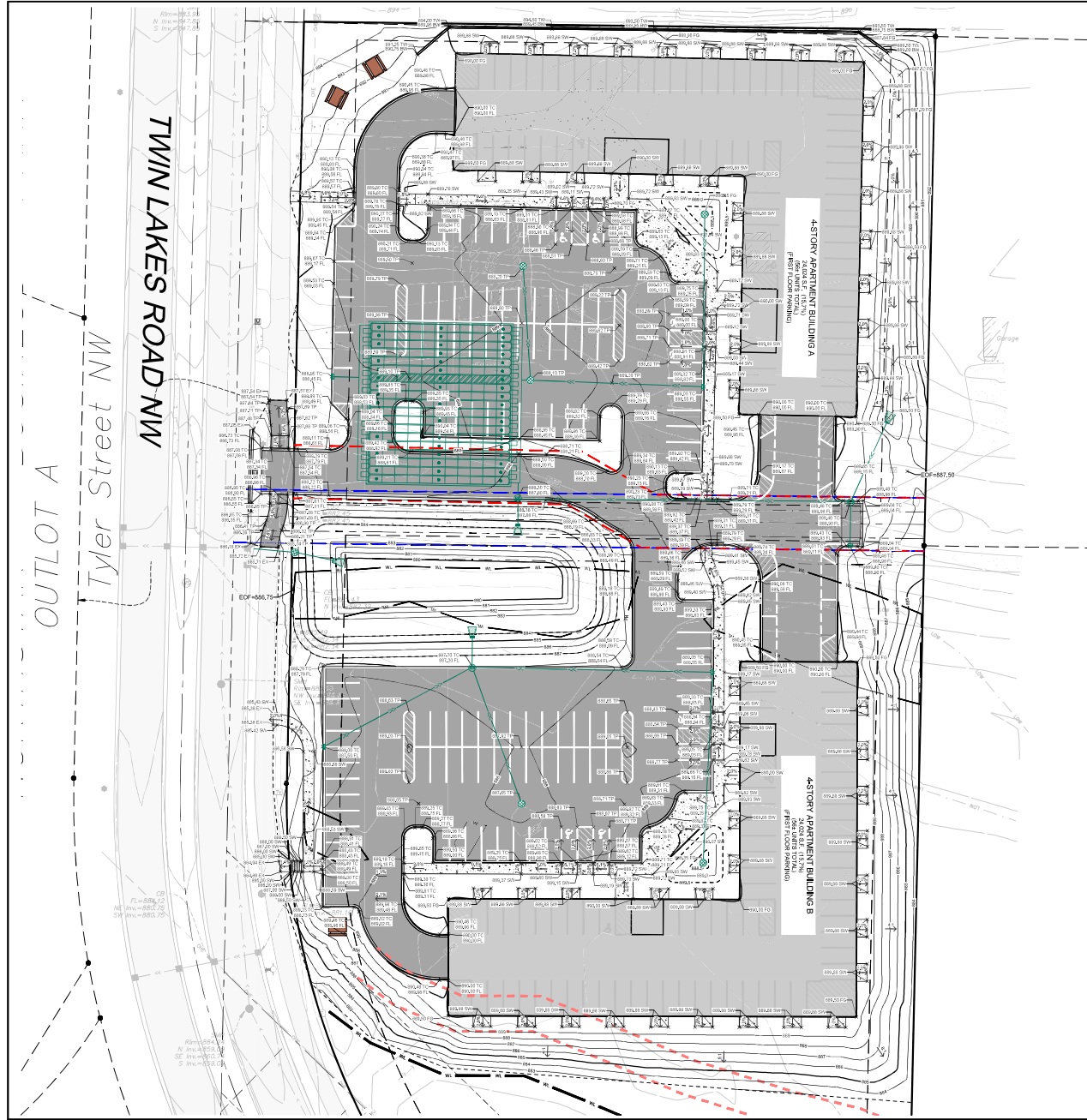


CALL 48 HOURS BEFORE DIGGING:
GOPHER STATE ONE CALL
TWIN CITY AREA 651-454-0002
MINNESOTA TOLL FREE 1-800-252-1166



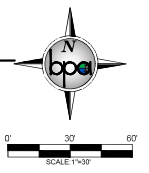
SHEET NO.		C2	
SITE NAME		BOGART, PEDERSON & ASSOCIATES, INC.	
City of Elk River, Sherburne County, MN		LAND SURVEYING ENGINEERING ENVIRONMENTAL SERVICES	
SITE PLAN		13075 FIRST STREET, ROCKSBORO, MN 55084-0022 TEL: 763-255-6622 FAX: 763-255-6844	
			
		NOT FOR CONSTRUCTION	
		DATE: 05/20/2025	
		REV. NO.	
		DATE	
		DESCRIPTION	
		DESIGN BY: M.J.M.	
		DRAWN BY: D.M.E.	
		CHECKED BY: C.J.D.	
		DWG FILE: 8111486	
		FILE NO.: 240206.0	

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LEGEND:

- PROPOSED RIP RAP
- NEW TOP-BACK OF CURB ELEVATION
- NEW FLOW LINE OF CURB ELEVATION
- NEW SIDEWALK ELEVATION
- NEW TOP OF PAVEMENT ELEVATION
- NEW TOP OF GRAVEL ELEVATION
- NEW FINISHED GRADE ELEVATION
- EXISTING ELEVATION
- PROPOSED CONTOUR
- PROPOSED SLOPE
- EMERGENCY OVERFLOW



GRADING GENERAL NOTES:

- THE CONTRACTOR SHALL NOTE ANY DISCREPANCIES BETWEEN EXISTING CONDITIONS IN THE FIELD REPRESENTED WITHIN THE PLANS AS SHOWN AND ALERT THE ENGINEER BEFORE BIDDING THE PROJECT AND BEGINNING CONSTRUCTION.
- CONTRACTOR SHALL LOCATE AND VERIFY ALL UTILITIES WHICH MAY AFFECT THIS WORK AND NOTIFY THE OWNER OF ANY CHANGES. CONTACT LOCAL UTILITY COMPANIES FOR EXACT LOCATIONS PRIOR TO BIDDING THE PROJECT AND COMMENCING WORK.
- CONTRACTOR SHALL TAKE NECESSARY PRECAUTIONS TO PREVENT SILT AND DEBRIS RUN-OFF DURING GRADING OPERATIONS (IE, SILT FENCE, STRAW BALES, ETC.).
- CONTRACTOR SHALL VERIFY CRITICAL ELEVATIONS TO ENSURE CONFORMANCE WITH GRADING PLAN, PARTICULARLY WITH EXISTING STRUCTURES AND/OR PAVEMENTS TO REMAIN. MEET EXISTING GRADES ALONG STREETS, PROPERTY LINES, AND DRIVEWAY ENTRANCES. RESTORE ALL PAVEMENTS THAT REMAIN TO THEIR ORIGINAL IF NOT BETTER CONDITION. NOTIFY OWNER OF ANY CONFLICTS PRIOR TO BIDDING THE PROJECT.
- TURF ESTABLISHMENT AREAS SHALL RECEIVE MINIMUM OF 4" DEPTH AS MEASURED IN PLACE OF TOPSOIL. TOPSOIL SHALL BE FURNISHED AND INSTALLED BY THE CONTRACTOR. ALL GRADED SLOPES GREATER THAN OR EQUAL TO 5:1 SHALL BE HYDROSEED, EROSION CONTROL BLANKETED, OR MULCHED TO HELP STABILIZE THE SLOPES BY GENERAL CONTRACTOR.
- PROPOSED SPOT ELEVATIONS ARE TO THE TOP OF CURB UNLESS NOTED OTHERWISE. ELEVATION OF FLOW LINE IS 6" BELOW TOP OF CURB UNLESS OTHERWISE SHOWN.
- CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR DETERMINING QUANTITIES OF CUT, FILL AND WASTE MATERIALS TO BE HANDLED, AND FOR AMOUNT OF GRADING TO BE DONE IN ORDER TO COMPLETELY PERFORM ALL WORK INDICATED ON THE DRAWINGS. IMPORT SUITABLE MATERIAL AND EXPORT UNSUITABLE / EXCESS / WASTE MATERIAL AS REQUIRED. ALL COSTS ASSOCIATED WITH IMPORTING AND EXPORTING MATERIALS SHALL BE INCIDENTAL TO THE CONTRACT.
- IT IS INTENDED THAT EARTHWORK (CUT VS. FILL) BALANCE ON SITE. THE CONTRACTOR SHALL SUBMIT THE QUANTITY OF MATERIAL AND AMOUNT OF ANTICIPATED GRADE ADJUSTMENT FOR REVIEW BY THE ENGINEER A MINIMUM OF FOUR WEEKDAYS PRIOR TO MAKING ADJUSTMENTS. ALL GRADE ADJUSTMENTS MUST BE APPROVED BY THE ENGINEER. NO ADDITIONAL COMPENSATION SHALL BE ALLOWED FOR WORK ASSOCIATED WITH GRADING ADJUSTMENTS, INCLUDING, BUT NOT LIMITED TO, EARTHWORK OPERATIONS, STORM SEWER PIPING AND STRUCTURE ADJUSTMENTS. CONSTRUCTION SURVEYING FOR ADJUSTING FEATURE LOCATIONS ACCORDINGLY, SILT FENCE, ETC.
- FAILURE OF TURF DEVELOPMENT. IN THE EVENT THE CONTRACTOR FAILS TO PROVIDE AN ACCEPTABLE TURF, THE CONTRACTOR SHALL RE-SEED OR RE-SOD ALL APPLICABLE AREAS, AT NO ADDITIONAL COST TO THE OWNER, TO THE SATISFACTION OF THE ENGINEER.
- ANY MANHOLE, CATCH BASIN, STORM SEWER, SANITARY SEWER, DRAIN TILE, OR OTHER POTENTIAL SOURCE FOR CONTAMINATION SHALL BE INSTALLED AT LEAST 10 FEET HORIZONTALLY FROM ANY WATERMAIN PER MINNESOTA PLUMBING CODE. THIS ISOLATION DISTANCE SHALL BE MEASURED FROM THE OUTER EDGE OF THE PIPE TO THE OUTER EDGE OF THE CONTAMINATION SOURCE (OUTER EDGE OF STRUCTURES OR PIPING OR SIMILAR).
- CONTRACTOR SHALL MAINTAIN DRAINAGE FROM EXISTING BUILDING AT ALL TIMES. PROVIDE TEMPORARY STORM SEWER (INCLUDING, BUT NOT LIMITED TO, CATCH BASINS, MANHOLES, PIPING, ETC.) AS REQUIRED. EXISTING STORM SEWER SHALL NOT BE REMOVED UNTIL TEMPORARY OR PERMANENT STORM SEWERS IS INSTALLED AND FUNCTIONAL. COORDINATE ALL REMOVALS WITH APPROPRIATE TRADES (SITE UTILITY CONTRACTOR, MECHANICAL CONTRACTOR, ETC.) AS REQUIRED.

DATE	REV NO.	DESCRIPTION
05/20/2025	1	ISSUED FOR CONSTRUCTION

DESIGN BY	CHECKED BY	DATE
JAM	SCD	05/20/2025

FILE NO.	GRADING FILE NO.
24-0209-00	24-0209-00

NOT FOR CONSTRUCTION

SITE NAME
City of Elk River, Sherburne County, MN

GRADING PLAN

BOGART, PEDERSON & ASSOCIATES, INC.
LAND SURVEYING
ENVIRONMENTAL SERVICES
1805 FIRST STREET, BECKEN, MN 55004-9022
TEL: 763-266-6627 FAX: 763-266-6684

SHEET NO.
C3



LEGEND:

- TEMPORARY ROCK CONSTRUCTION ENTRANCE
- EROSION CONTROL BLANKET (CAT. 20)
- GRADING LIMITS AND PROPOSED TEMPORARY SILT FENCE
- FIBER-LOG ROLLS
- PROPOSED RIP RAP
- PROPOSED CONTOUR
- EMERGENCY OVERFLOW
- TEMPORARY SEDIMENT FILTER-HIGH FLOW

EROSION CONTROL NOTES:

- CONTRACTOR SHALL CONFINE CONSTRUCTION OPERATIONS TO THE CONSTRUCTION/GRADING LIMITS SHOWN.
- ALL WORK SHALL CONFORM TO THE MINNESOTA POLLUTION CONTROL AGENCY'S STORM WATER PERMIT REQUIREMENTS. CONTRACTOR SHALL OBTAIN ALL PERMITS AND COMPLY WITH ALL PERMIT REQUIREMENTS.
- THE SITE SOIL EROSION AND SEDIMENT CONTROL FACILITIES SHALL BE INSTALLED PRIOR TO ANY DEMOLITION OR GRADING OPERATIONS AND MAINTAINED TO CONFORM WITH THE STANDARDS SPECIFIED BY THE PERMIT.
- CONTRACTOR SHALL INSPECT TEMPORARY EROSION CONTROL MEASURES ON THE ENTIRE SITE AT LEAST EVERY 7 DAYS AND WITHIN 24 HOURS OF ANY MEASURABLE RAINFALL. DAMAGED SILT FENCE OR OTHER EROSION CONTROL DEVICES OR PRACTICES SHALL BE REPAIRED IMMEDIATELY. INSPECTION AND MAINTENANCE OF DEVICES SHALL CONTINUE UNTIL THE SITE HAS UNDERGONE FINAL STABILIZATION AND A NOTICE OF TERMINATION IS SUBMITTED TO THE MPCA.
- ALL GRADING OPERATIONS SHALL BE CONDUCTED IN A MANNER TO MINIMIZE THE POTENTIAL FOR SITE EROSION.
- THE SITE SOIL EROSION AND SEDIMENT CONTROL FACILITIES SHALL BE INSTALLED AND MAINTAINED TO CONFORM WITH THE STANDARDS SPECIFIED BY THE CITY OF ELK RIVER AND THE MPCA.
- EROSION CONTROL MEASURES SHALL BE INSTALLED PRIOR TO THE DISTURBANCE OF ANY AREAS AND MAINTAINED UNTIL ALL TRIBUTARY DISTURBED AREAS ARE RESTORED.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REMOVAL OF ALL EROSION CONTROL MEASURES, INCLUDING SILT FENCE AND BALES, UPON ESTABLISHMENT OF PERMANENT VEGETATION IN SAID AREAS.
- ALL SILTS TRACKED ONTO PAVEMENT OR ANY OTHER OFF-SITE AREA SHALL BE REMOVED DAILY.
- THE SITE SEDIMENT CONTROL FACILITIES FOR THE PROJECT MUST BE INSTALLED PRIOR TO ANY GRADING OPERATION.
- ALL AREAS DISTURBED DURING CONSTRUCTION SHALL BE RESTORED AND VEGETATED AS SOON AS POSSIBLE. ANY FINISHED AREAS SHALL BE SEEDED AND MULCHED WITHIN 7 DAYS AFTER FINISHED GRADING IS COMPLETED IN ACCORDANCE TO MNDOT 2575.
- ALL DISTURBED AREAS SHALL BE REVEGETATED WITH MNDOT SEED MIX, MULCHED, FERTILIZED & DISK ANCHORED, PER THE FOLLOWING SCHEDULE:
STANDARD SEED MIX 25-131: 220 LB/AC.
INFILTRATION BASIN SEED MIX 33-261: 35 LB/AC.
FERTILIZER 22-5-10: 350 LB/AC.
MULCH TYPE 3: 2 TONS/AC.
- CONTRACTOR SHALL INSTALL TEMPORARY SEDIMENT BMP'S SHOWN AND NOT SHOWN ON PLANS DURING PHASING ON PROJECT TO COMPLY WITH MPCA, CITY INSPECTOR AND DEVELOPER REQUEST.

APPROXIMATE EROSION CONTROL DEVICES

- SILT FENCE: 2,924 LF
- BIOLOG: 66 LF
- ROCK CONSTRUCTION: 1 EACH
- EROSION CONTROL BLANKET (CAT. 20): 2,243 S.Y.
- RIP RAP (CLASS 2): 20 C.Y.

REVISIONS		DATE	DESCRIPTION
REV. NO.	DATE		

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DATE	DESIGN BY	DATE	CHECKED BY	FILE NO.	
05/21/2025	JAM		SCD	24-0292.00	
			PROJEN		

NOT FOR CONSTRUCTION

SITE NAME		EROSION CONTROL PLAN	
City of Elk River, Sherburne County, MN			

SHEET NO.	
C5	

BOGART, PEDERSON & ASSOCIATES, INC.
LAND SURVEYING
ENGINEERING
ENVIRONMENTAL SERVICES
10015 FIRST STREET, BECKEN, MN 55008-4032
TEL: 763-262-6121 FAX: 763-262-6184

STORM WATER POLLUTION PREVENTION PLAN NARRATIVE:

GENERAL INFORMATION

THIS STORMWATER POLLUTION PREVENTION PLAN IS PREPARED IN ACCORDANCE TO THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM PERMIT NO. MN 81000001 FOR STORMWATER DISCHARGES REQUIRING MINIMUM CONSTRUCTION ACTIVITY. PROJECT NAME: BRIGGS ER FLAT LOCATION: 1737N TWIN LAKES RD NW, ELK RIVER, MN 55330 SHERBURN COUNTY, MINN. LAT/LONG: 45.28647/42.54125

DESCRIPTION OF CONSTRUCTION ACTIVITY

DEVELOPMENT CONSISTS OF BUILDING CONSTRUCTION, STORMWATER BASIN CONSTRUCTION, PAVING, GRADING, UTILITY INSTALLATION, AND TURF ESTABLISHMENT.

PROJECT CONTACTS

PAI BRIGGS AND THE CONTRACTOR ARE RESPONSIBLE FOR IMPLEMENTATION OF THE SWPPP AND THE INSTALLATION, INSPECTION, AND MAINTENANCE OF THE EROSION PREVENTION AND SEDIMENT CONTROL BMP'S BEFORE AND DURING CONSTRUCTION.

SWPPP PREPARATION

SWPPP PREPARED BY: DYLAN LANNES
ENGINEER AND SWPPP DESIGNER (EXP 2025)
TRAINING ADDRESS: 13078 FIRST STREET
CITY: BECKER, MN 55303
TELEPHONE: 763-263-4802
OWNER: DLANNES@BOGART-PEDERSON.COM
OWNER CONTACT: PAI BRIGGS
ADDRESS: P.O. BOX 718, BIG LAKE, MN 55309
TELEPHONE: 656-555-6585
EMAIL: PAI@THEBRIGGSCOMPANIES.COM

CONTRACTOR TO BE FILLED OUT BY THE CONTRACTOR

BUSINESS NAME: _____
OWNER NAME: _____
MAILING ADDRESS: _____
CITY: _____
TELEPHONE: _____
EMAIL: _____
CONTACT NAME: _____
MAILING ADDRESS: _____
CITY: _____
TELEPHONE: _____
EMAIL: _____

ESTIMATED DATES OF CONSTRUCTION

START DATE: ____/____/____ (TO BE FILLED IN BY CONTRACTOR)
COMPLETION DATE: ____/____/____ (TO BE FILLED IN BY CONTRACTOR)

PERMANENT STORMWATER DESIGN CALCULATIONS

SEE THE STORM WATER MANAGEMENT REPORT FOR MORE INFORMATION. CONTACT BOGART, PEDERSON & ASSOCIATES FOR REPORT. PROPOSED FLOW RATE IS LIMITED THROUGH PROPOSED STORMWATER WET DETENTION POND.

DESCRIPTION OF EROSION CONTROL ACTIVITY

EROSION CONTROL CONSISTS OF SILT FENCE PERMETER CONTROL, TURF ESTABLISHMENT THROUGH SEEDING AND EROSION CONTROL BLANKET, AND ROCK CONSTRUCTION ENTRANCE PLACEMENT.

CUMULATIVE IMPERVIOUS SURFACES

AREA OF DISTURBANCE: 4.88 ACRES
PRE-CONSTRUCTION IMPERVIOUS AREA: 0.66 ACRES
POST CONSTRUCTION IMPERVIOUS AREA: 3.17 ACRES
NET IMPERVIOUS AREA: 2.51 ACRES

RECEIVING WATERS

STORM WATER FROM THIS SITE WILL BE DISCHARGED TO THE WET DETENTION POND AND THEN DIRECTED TO CITY STORM SYSTEM.

PLANS AND SPECIFICATIONS

THE PLAN SHEETS OF THIS PLAN SET INDICATE THE FOLLOWING ITEMS:
• THE PROJECT LOCATION AND CONSTRUCTION LIMITS.
• LOCATIONS OF IMPERVIOUS SURFACES.
• LOCATIONS OF AREAS NOT TO BE DISTURBED (E.G., BUFFER ZONES, WETLANDS, ETC.).
• STEEP SLOPE LOCATIONS.
• LOCATIONS OF ALL TEMPORARY AND PERMANENT EROSION AND SEDIMENT CONTROL BMP'S TO BE INSTALLED ON THE PROJECT.
• THE DETAIL SHEETS INDICATE EROSION AND SEDIMENT CONTROL BMP'S TO BE INSTALLED ON THE PROJECT.
• IF DISTURBANCE IS REQUIRED FOR THIS PROJECT, THE PUMP DISCHARGE SHALL BE TREATED PRIOR TO BEING DISCHARGED OFF-SITE OR INTO A SURFACE WATER. THE DISCHARGE SHALL BE VISUALLY CHECKED TO ENSURE THAT IT IS VISIBLY CLEAN WATER.

TEMPORARY SEDIMENT CONTROL PRACTICES

DOWN ORIENTED SILT FENCE AND SEDIMENT LOG INSTALLATIONS ARE TO BE IN PLACE PRIOR TO THE COMMENCEMENT OF ANY EARTHWORK OPERATIONS.
TOPSOIL IS TO BE MINORVED ALONG THE CONSTRUCTION LIMITS AND PLACED AS SLOPE DRESSING IMMEDIATELY FOLLOWING COMPLETION OF THE GRADING OPERATIONS. AS THE GRADING OPERATIONS PROCEED.

TOPSOIL PLACEMENT ALONG THE EMBANKMENT SLOPES THOUGH THE WETLANDS AREAS IS TO BE SPREAD BY A LOW IMPACT CRAWLER TRACTOR OPERATING UP AND DOWN THE SLOPES SO AS TO PROVIDE TRACK PRINTS PARALLEL WITH THE CONTOURS.

INSTALLATION OF MINOR CATEGORY 3 EROSION CONTROL BLANKET ALONG THE EMBANKMENT SLOPES ADJACENT THE WETLANDS AREA.
ALL TEMPORARY SOILS & STONES WILL REQUIRE AN EFFECTIVE MEANS OF SEDIMENT CONTROL SUCH AS AN EROSION CONTROL BLANKET COVERING OR SILT FENCE INSTALLATION ALONG THE TOE OF SLOPE.

ALL COMPLETED SWALES SLOPES AND BOTTOMS NOT DRAINING TOWARDS WETLAND AREAS ARE TO BE STABILIZED WITHIN 7 DAYS.

TEMPORARY STABILIZATION SHALL BE REQUIRED IN AREAS WHERE GRADING OPERATIONS ARE SUSPENDED OR CEASED FOR THE PERIOD OF 7 DAYS OR GREATER.

A ROCK CONSTRUCTION ENTRANCE FOR SEDIMENT CONTROL IS TO BE PROVIDED AT THE PROJECT ENTRANCE ON TWIN LAKES ROAD NW.

STREET SWEEPING OF THE PAVED SURFACES SHALL BE REQUIRED AS DIRECTED BY THE ENGINEER.

TIMING OF EROSION CONTROL

SILT FENCE AND SEDIMENT LOGS SHALL BE INSTALLED PRIOR TO CONSTRUCTION.
REPAIR AND FILTER BLANKET SHALL BE PLACED AT THE OUTLETS WITHIN 24 HOURS OF THE OUTLET PLACEMENT.

THE CONTRACTOR MUST STABILIZE ALL EXPOSED SOIL AREAS IMMEDIATELY FOLLOWING CONSTRUCTION WHEREVER CONSTRUCTION SHALL NOT OCCUR FOR A PERIOD GREATER THAN OR EQUAL TO 7 DAYS.

STABILIZATION WORK MUST BE COMPLETE WITHIN 7 CALENDAR DAYS AFTER THE CONSTRUCTION WORK IN THAT AREA HAS TEMPORARILY OR PERMANENTLY CEASED.

AREAS THAT ARE WITHIN 300 FT. OF A PUBLIC WATER MUST BE STABILIZED WITHIN 24 HOURS OF COMPLETING CONSTRUCTION DURING PERIODS OF "WORK IN WATER RESTRICTIONS" FOR TIME PERIODS DECLARED BY THE DNR.

THE CONTRACTOR IS RESPONSIBLE TO MAINTAIN THE DISTURBED AREA UNTIL VEGETATION IS ESTABLISHED.

ONCE VEGETATION IS ESTABLISHED AND CONSTRUCTIONS COMPLETE, THE SILT FENCE AND ANY OTHER TEMPORARY EROSION CONTROL THAT IS NOT BIODEGRADABLE SHALL BE REMOVED.

STREET SWEEPING TO BE PROVIDED AS DIRECTED BY THE ENGINEER OR OWNER. THE CITY REQUIRES STREET SWEEPING TO OCCUR WITHIN 8 HOURS OF NOTICE FROM THE CITY.

APPLYING MULCH, HYDROMULCH, TACKIFIER, POLYACRYLAMIDE OR SIMILAR EROSION PREVENTION PRACTICES IS NOT ACCEPTABLE STABILIZATION IN ANY PART OF A TEMPORARY OR PERMANENT DRAINAGE DITCH OR SWALE, BLANKETS OR OTHER APPROVED, BY THE ENGINEER, METHOD SHALL BE USED.

INSPECTION AND MAINTENANCE ACTIVITIES

THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING AND SCHEDULING THE WORK OF ALL OPERATIONS, INCLUDING SUBCONTRACTORS AND UTILITY COMPANIES, SUCH THAT EROSION AND SEDIMENT CONTROL MEASURES ARE FULLY EXECUTED FOR EACH OPERATION AND IN A TIMELY MANNER OVER THE DURATION OF THE PROJECT. OPERATORS HAVE DAILY ACCESS TO THE PROJECT SITE. THE CONTRACTOR SHALL BE FULLY RESPONSIBLE FOR THE SWPPP IMPLEMENTATION UNTIL THE ENTIRE SITE HAS UNDERGONE FINAL STABILIZATION AND N.O.T. HAS BEEN SUBMITTED TO THE MPCA.

THE CONTRACTOR IS TO PROVIDE A TRAINED INDIVIDUAL RESPONSIBLE FOR THE IMPLEMENTATION, INSPECTION AND MAINTENANCE OF THE EROSION AND SEDIMENT CONTROL BMP'S ON THE PROJECT. THAT INDIVIDUAL IS TO BE IDENTIFIED AT THE PRE-CONSTRUCTION CONFERENCE AND LISTED IN THE MINUTES THEREOF.

THE APPOINTED INDIVIDUAL IS TO PERFORM A ROUTINE INSPECTION OF THE ENTIRE SITE AT LEAST ONCE EVERY SEVEN DAYS DURING CONSTRUCTION OPERATIONS AND WITHIN 24 HOURS AFTER A RAINFALL EVENT GREATER THAN 0.5 INCHES IN 24 HOURS.

A INSPECTION FORM SHALL BE PROVIDED BY THE CONTRACTOR. ANY DEFICIENCIES IN THE EROSION AND SEDIMENT CONTROL BMP'S ARE TO BE NOTED ON THE INSPECTION FORM AND CORRECTED BY THE END OF THE NEXT BUSINESS DAY.

PERMETER CONTROL DEVICES ARE TO BE REPAIRED OR REPLACED WHEN THEY ARE NO LONGER EFFECTIVE OR WHEN THE SEDIMENT REACHES ONE-HALF THE HEIGHT OF THE DEVICE.

TRAINING DOCUMENTATION

SWPPP IMPLEMENTATION (REVIEWING, AMENDING, AND INSPECTING) (TO BE FILLED IN BY THE CONTRACTOR)

NAME OF INDIVIDUAL: _____
OVERSIGHTING & INSPECTING DATE OF TRAINING: _____
NAME OF INSTRUCTOR: _____
ENTITY PROVIDING TRAINING: _____
CONTENT OF TRAINING: _____
TOTAL HOURS OF TRAINING: _____

BMP INSTALLATION, MAINTENANCE, AND REPAIR (TO BE FILLED IN BY THE CONTRACTOR)

NAME OF INDIVIDUAL: _____
OVERSIGHTING & INSPECTING DATE OF TRAINING: _____
NAME OF INSTRUCTOR: _____
ENTITY PROVIDING TRAINING: _____
CONTENT OF TRAINING: _____
TOTAL HOURS OF TRAINING: _____

POLLUTION PREVENTION

FERTILIZERS ARE TO BE APPLIED ONLY IN THE AMOUNTS AS SPECIFIED AND WORKED INTO THE SOIL TO MINIMIZE EXPOSURE TO STORMWATER RUNOFF.

ON-SITE REFUELING OPERATIONS ARE TO BE CONDUCTED WITH CARE. ANY INADVERTENT SPILLAGE OF FUEL OR CHEMICALS IS TO BE IMMEDIATELY CLEANED UP, REMOVED FROM THE SITE AND DEPOSED OF IN ACCORDANCE TO STATE AND LOCAL REGULATIONS. MAJOR SPILLS ARE TO BE REPORTED TO THE MPCA 24 HOUR NOTIFICATION NETWORK AT 612-427-0706. ALL VEHICLES CHASTE ARE TO BE MONITORED FOR LEAKS AND SUBJECT TO ROUTINE PREVENTIVE MAINTENANCE EFFORTS TO REDUCE THE UNLIKELY OF LEAKAGE AND OR SPILLS.

PORTABLE SANITARY WASTE FACILITIES ARE TO BE PROVIDED ON-SITE AND EMPTIED ON A BIWEEKLY BASIS.

CONCRETE BATCH TRUCKS SHALL NOT BE ALLOWED TO DISCHARGE DRUM AND CHUTE WASHOUT DIRECTLY ON THE GROUND. A PORTABLE WASHOUT RECEPTACLE IS TO BE PROVIDED BY THE CONTRACTOR AT THE LOCATION AS PROVIDED BY THE OWNER.

FINAL STABILIZATION

FINAL STABILIZATION OCCURS WHEN PERCENT OF THE PERVIOUS AREA IS COVERED WITH UNIFORM, PERMANENT VEGETATION.

ALL TEMPORARY EROSION AND SEDIMENT CONTROL FEATURES ARE TO BE REMOVED AND THE MPDES NOTICE OF TERMINATION IS TO BE PREPARED AND SUBMITTED TO THE MPCA.

LOCATION OF SWPPP REQUIREMENTS IN PROJECT PLAN

DESCRIPTION: _____ TITLE: _____ LOCATION: _____
EROSION CONTROL DETAILS: _____ CONSTRUCTION DETAILS: _____ CT-10
EROSION CONTROL LOCATIONS: _____ EROSION CONTROL LOCATIONS: _____ CS

24 HOUR MPCA EMERGENCY NOTIFICATION: _____
TELEPHONE NUMBERS: 651-428-4541
651-428-0788

ESTIMATED QUANTITIES

THE FOLLOWING QUANTITIES ARE AN ESTIMATED PRELIMINARY AMOUNT REQUIRED FOR SEDIMENT CONTROL BMP'S AT THE START OF THE PROJECT. THIS ESTIMATE IS PROVIDED AS REQUIRED BY THE MINNESOTA POLLUTION CONTROL AGENCY GENERAL STORMWATER PERMIT FOR CONSTRUCTION ACTIVITY. ANY ADDITIONAL AND/OR REPLACEMENT BMP'S QUANTITIES SHALL BE FURNISHED AND INSTALLED BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE OWNER.

ESTIMATED PRELIMINARY QUANTITIES AT START OF PROJECT

ESTIMATED PRELIMINARY QUANTITIES AT START OF PROJECT
TEMPORARY CONSTRUCTION ENTRANCE EA 1
TEMPORARY SEDIMENT FILTER EA 1
TEMPORARY CONCRETE WASHOUT EA 1
TEMPORARY PUMP SEDIMENT CONTROL DEVICE EA X
TEMPORARY SEDIMENT LOGS PF 60
TEMPORARY SILT FENCE LF 2,024
EROSION CONTROL BLANKET (N) SY 2,243

TEMPORARY EROSION AND SEDIMENT CONTROL SPECIFICATIONS

PART 1 GENERAL

1.01 SECTION INCLUDES

A. PREVENTION OF SEDIMENTATION OF WATERWAYS, OPEN DRAINAGE WAYS, AND STORM AND SANITARY SEWERS FROM CONSTRUCTION ACTIVITIES.

1.02 REFERENCE STANDARDS

A. GENERAL PERMIT AUTHORIZATION TO DISCHARGE STORM WATER ASSOCIATED WITH CONSTRUCTION ACTIVITY UNDER THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM, MINNESOTA PERMIT NO. MN 8100001.

1.03 PERFORMANCE REQUIREMENTS

A. COMPLY WITH ALL REQUIREMENTS OF THE MINNESOTA POLLUTION CONTROL AGENCY FOR EROSION AND SEDIMENT CONTROL.

B. DO NOT BEGIN CLEARING, GRADING, OR OTHER WORK INVOLVING DISTURBANCE OF GROUND SURFACE COVER UNTIL APPLICABLE PERMITS HAVE BEEN OBTAINED. FURNISH ALL DOCUMENTATION REQUIRED TO OBTAIN APPLICABLE PERMITS.

C. OBTAIN AND PAY FOR PERMITS REQUIRED BY AUTHORITY HAVING JURISDICTION.

D. TIMING PUT PREVENTIVE MEASURES IN PLACE PRIOR TO DISTURBANCE OF SURFACE COVER AND BEFORE PRECIPITATION OCCURS.

E. EROSION OFF SITE: PREVENT EROSION OF SOIL AND DEPOSITION OF SEDIMENT ON OTHER PROPERTIES CAUSED BY WATER LEAVING THE PROJECT SITE DUE TO CONSTRUCTION ACTIVITIES FOR THIS PROJECT.

F. PREVENT TRACKING OF MUD ONTO PUBLIC ROADS OUTSIDE SITE.

G. PREVENT MUD AND SEDIMENT FROM FLOWING ONTO PAVEDWAYS.

H. SEDIMENTATION OF WATERWAYS OFF SITE: PREVENT SEDIMENTATION OF WATERWAYS OFF THE PROJECT SITE, INCLUDING RIVERS, STREAMS, LAKES, PONDS, OPEN DRAINAGE WAYS, STORM SEWERS, AND SANITARY SEWERS.

I. IF SEDIMENTATION OCCURS, INSTALL OR CORRECT PREVENTIVE MEASURES IMMEDIATELY AT NO COST TO OWNER. REMOVE DEPOSITED SEDIMENTS, COMPLY WITH REQUIREMENTS OF AUTHORITIES HAVING JURISDICTION.

J. MAINTENANCE: MAINTAIN TEMPORARY PREVENTIVE MEASURES UNTIL PERMANENT MEASURES HAVE BEEN ESTABLISHED.

PART 2 PRODUCTS

2.01 MATERIALS

A. TEMPORARY SILT FENCE: WOVEN POLYPROPYLENE GEOTEXTILE RESISTANT TO COMMON SOIL CHEMICALS, MULCH, AND INSECTS; NON-BIODEGRADABLE; IN LONGEST LENGTHS POSSIBLE; FABRIC INCLUDING STRAPS WITH THE FOLLOWING MINIMUM AVERAGE ROLL LENGTHS:

1. 6' WIDE: 1,000' LONG; 30' U.S. STD. REEL, MAXIMUM ROLL WHEN TESTED IN ACCORDANCE WITH ASTM D493.

2. PERMITTIBLE 6' U.S. SEC-4: MINIMUM, WHEN TESTED IN ACCORDANCE WITH ASTM D493.

3. ULTIMATE RESISTANCE: WITHIN 70 PERCENT OF TENSILE STRENGTH, WHEN TESTED IN ACCORDANCE WITH ASTM D493.

4. TENSILE STRENGTH: 1.5 U.S. SEC-4: MINIMUM, WHEN TESTED IN ACCORDANCE WITH ASTM D493.

5. ELONGATION: 15% TO 20% PERCENT, WHEN TESTED IN ACCORDANCE WITH ASTM D493.

6. TENSILE STRENGTH: 1.5 U.S. SEC-4: MINIMUM, WHEN TESTED IN ACCORDANCE WITH ASTM D493.

7. COLOR: MANUFACTURER'S STANDARD WITH EMBLEMMENT AND FASTENERS LINES PREPRINTED.

8. SILT FENCE POSTS: ONE OF THE FOLLOWING, MINIMUM 5 FEET LONG:

A. STEEL U-OR SECTION, WITH MINIMUM MASS OF 1.33 LB PER LINEAR FOOT.

B. HARDWOOD, 4 BY 4 INCHES IN CROSS SECTION.

C. HARDWOOD, 2 BY 2 INCHES IN CROSS SECTION.

D. TEMPORARY SEDIMENT LOG: FILTER LOGS SHALL CONSIST OF TYPE WOOD FIBER BORDOLLS AND THE REQUIREMENTS OF MSDC SPEC. 1807.

E. SHALL BE SITUATED PERMETER CONTROL INLET FILTER, OR, EQUAL.

F. TEMPORARY SEDIMENT FILTER.

1. SHALL BE ONE OF THE FOLLOWING:

A. CROWN EROSION FILTER UNIT THAT INSERTS INTO THE BLEET.

B. SHALL BE FLEXITON FUR PERMANENT INLET FILTER BY AGS, INC. OR EQUAL.

C. APPROVED CROWN EROSION PROTECTION FOR EXISTING INLETS WITH CURB OR GRASS.

D. TEMPORARY ROCK CONSTRUCTION ENTRANCE.

1. ROCK SHALL BE CLEAN 1 TO 2 INCH WASHED ROCK.

E. TEMPORARY SLOPE EROSION PROTECTION.

1. SHALL BE ONE OF THE FOLLOWING:

A. EROSION CONTROL.

B. SHALL CONSIST OF A UNIFORM WEB OF INTERLOCKING STRAW OR WOOD FIBERS SANDWICHED BETWEEN AN ETCHED TOP AND BOTTOM LAYER OF PET BACKING.

C. THE NETTING SHALL BE BIODEGRADABLE CONTAINING SUFFICIENT UV STABILIZATION FOR BREAKDOWN TO OCCUR WITHIN A NORMAL GROWING SEASON.

D. STAPLES USED TO ANCHOR THE BLANKETS SHALL BE U-SHAPED, 1 GAUGE OR HEAVIER STEEL WIRE HAVING A SPAN WIDTH OF 1 INCH AND A LENGTH OF 8 INCHES OR MORE FROM TOP TO BOTTOM AFTER BENDING.

E. THE EROSION CONTROL BLANKETS ACCEPTABLE FOR USE ON THIS PROJECT INCLUDE:

1. BIOEROSION: INC., 1 LAMOUNT ST.,

2. (NORTH AMERICAN DESIGN - 5150,

3. (FOR EQUAL

4. BONDDED FIBER MATRIX.

5. THE FIBER MATRIX SHALL BE COMPOSED OF 100% WOOD OR WOOD BY-PRODUCTS; A MINIMUM OF 95% OF THE FIBERS SHALL AVERAGE 10 TO 15 (10 INCHES) IN LENGTH AND 10% OR MORE SHALL BE

6. FIBERS SHALL HAVE A TENSILE STRENGTH OF 100 LB PER INCH OF FIBER.

7. FIBERS SHALL BE A CLEAR FIBER CLASSIFIED AS HIGH STRENGTH, FIBERS SHALL BE COLORED WITH A WATER SOLUBLE, NON-TOXIC DYE TO AID IN UNIFORM APPLICATION AROUND THE SITE.

8. THE FIBER SHALL BE A HYDROPHOBIC BASED GEL WITH NO ADDED FLOWABLES AND SUBJECTURAL BASED FERTILIZERS. THE FIBER SHALL NOT DEGRADE OR DISPERSE UNDER

9. THE FIBER SHALL BE A HYDROPHOBIC BASED GEL WITH NO ADDED FLOWABLES AND SUBJECTURAL BASED FERTILIZERS. THE FIBER SHALL NOT DEGRADE OR DISPERSE UNDER

10. THE FIBER SHALL BE A HYDROPHOBIC BASED GEL WITH NO ADDED FLOWABLES AND SUBJECTURAL BASED FERTILIZERS. THE FIBER SHALL NOT DEGRADE OR DISPERSE UNDER

11. THE FIBER SHALL BE A HYDROPHOBIC BASED GEL WITH NO ADDED FLOWABLES AND SUBJECTURAL BASED FERTILIZERS. THE FIBER SHALL NOT DEGRADE OR DISPERSE UNDER

12. THE FIBER SHALL BE A HYDROPHOBIC BASED GEL WITH NO ADDED FLOWABLES AND SUBJECTURAL BASED FERTILIZERS. THE FIBER SHALL NOT DEGRADE OR DISPERSE UNDER

13. THE FIBER SHALL BE A HYDROPHOBIC BASED GEL WITH NO ADDED FLOWABLES AND SUBJECTURAL BASED FERTILIZERS. THE FIBER SHALL NOT DEGRADE OR DISPERSE UNDER

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15. THE FIBER SHALL BE A HYDROPHOBIC BASED GEL WITH NO ADDED FLOWABLES AND SUBJECTURAL BASED FERTILIZERS. THE FIBER SHALL NOT DEGRADE OR DISPERSE UNDER

16. THE FIBER SHALL BE A HYDROPHOBIC BASED GEL WITH NO ADDED FLOWABLES AND SUBJECTURAL BASED FERTILIZERS. THE FIBER SHALL NOT DEGRADE OR DISPERSE UNDER

17. THE FIBER SHALL BE A HYDROPHOBIC BASED GEL WITH NO ADDED FLOWABLES AND SUBJECTURAL BASED FERTILIZERS. THE FIBER SHALL NOT DEGRADE OR DISPERSE UNDER

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19. THE FIBER SHALL BE A HYDROPHOBIC BASED GEL WITH NO ADDED FLOWABLES AND SUBJECTURAL BASED FERTILIZERS. THE FIBER SHALL NOT DEGRADE OR DISPERSE UNDER

20. THE FIBER SHALL BE A HYDROPHOBIC BASED GEL WITH NO ADDED FLOWABLES AND SUBJECTURAL BASED FERTILIZERS. THE FIBER SHALL NOT DEGRADE OR DISPERSE UNDER

3.03 INSTALLATION

A. TEMPORARY ROCK CONSTRUCTION ENTRANCE.

1. THE ROCK AREA SHALL BE A MINIMUM OF 18 INCHES DEEP, EXTEND THE FULL WIDTH OF THE EROSION AREA AND SHALL BE AT LEAST 80% LONG. HOWEVER, LONGER ENTRANCES MAY BE

2. USED TO AUGMENT THE LENGTH OF THE TRAIL.

3. GEOTEXTILE FABRIC MAY BE USED TO PREVENT MOVEMENT OF MUD FROM THE UNDERLYING SOIL

4. INTO THE ROCK.

5. TEMPORARY SILT FENCES:

1. STORE AND HANDLE FABRIC IN ACCORDANCE WITH ASTM D493.

2. USE 100% WOVEN POLYPROPYLENE FABRIC, MINIMUM 10 INCH LONG POSTS SPACED AT 4 FEET MAXIMUM

3. SPACING.

4. EMBED BOTTOM OF FABRIC IN A TRENCH ON THE UPSLOPE SIDE OF FENCE, WITH 8 INCHES OF

5. FABRIC LAY FLAT ON BOTTOM OF TRENCH PACH UPSLOPE, BACKFILL TRENCH AND COMPACT.

6. STEEL POST - 4 INCHES, MINIMUM.

7. WOOD POST - 18 INCHES, MINIMUM.

8. DO NOT STAPLE FABRIC WITHIN 10 INCHES SPACES IN FABRIC LENGTH; STAPLE AT POST ONLY.

9. OVERLAP FABRIC AT LEAST 18 INCHES WITH EXTRA POST.

10. FASTEN FABRIC TO WOOD POSTS USING ONE OF THE FOLLOWING:

A. FOUR NAILS PER POST WITH 3/4 INCH DIAMETER FLAT OR BUTTON HEAD, 1 INCH LONG, AND 14

11. GAUGE USS BK SHANK ANCHORS.

12. FIVE STAPLES PER POST WITH AT LEAST 17 GAUGE, 0.045 INCH WIRE, 3/4 INCH CROWN WIDTH

13. AND 10 INCH LONG.

14. FASTEN FABRIC TO STEEL POSTS USING WIRE, NYLON CORD, OR INTEGRAL POCKETS.

15. TEMPORARY SEDIMENT LOGS:

1. PERMETER CONTROL SHOULD BE INSTALLED PARALLEL TO THE BASE OF THE SLOPE OR OTHER

2. DISTURBED AREA.

3. STAPLES SHOULD BE INSTALLED THROUGH THE MIDDLE OF THE PERMETER CONTROL ON 10 FT

4. CENTERS USING 2 IN BY 2 IN

5. 3/4" WOODEN STAPLES. IF THE EVENT STAPLING IS NOT POSSIBLE, I.E., WHEN PERMETER CONTROL

6. IS USED ON PAVEDWAY, HEAVY CONCRETE BLOCKS SHALL BE USED, BETWEEN THE PERMETER

7. CONTROL TO HELP STABILIZE DURING RAIN EVENTS.

8. TEMPORARY SEDIMENT FILTERS:

1. DOWN-DRY SEDIMENT TRAP.

2. PLACE AS RECOMMENDED BY THE MANUFACTURER.

3. TEMPORARY PUMPED SEDIMENT CONTROL DEVICE.

1. REPLACE PER MANUFACTURER'S RECOMMENDATIONS.

2. TEMPORARY SLOPE EROSION PROTECTION:

1. PLACE AT ANY AND ALL PAVEDWAYS THAT ARE STEEPER THAN 10%.

2. SEED AND FERTILIZE PER SPECIFICATION 12 8219 PRIOR TO INSTALLING TEMPORARY SLOPE

3. EROSION PROTECTION.

4. BONDDED FIBER MATRIX.

1. INSTALL THE BFM AS PER THE MANUFACTURER'S INSTRUCTIONS WITH THE FOLLOWING MINIMUM

2. QUANTITIES:

1. THE BFM SHALL BE APPLIED WITH HYDRAULIC SPRAY EQUIPMENT BY A MANUFACTURER'S

3. CERTIFIED OPERATOR.

4. APPLICATION SHALL BE DONE AT LEAST 24 HOURS IN ADVANCE OF PROJECTED RAINFALL TO

5. ALLOW THE BFM MULCH ADEQUATE TIME TO DRY.

6. THE BFM MULCH SHALL BE APPLIED IN TWO STAGES (ONE-HALF RATE) WITH AMPLE TIME TO

7. DEWEATHER THE FIRST APPLICATION.

8. THE BFM MULCH SHALL BE APPLIED FROM AT LEAST TWO ALTERNATE DIRECTIONS.

9. PREFERABLY BY DEGREEE APART, IF POSSIBLE, TO ENSURE ALL SOIL FACES ARE COVERED.

10. THE INSTALLATION RATE OF THE BFM MULCH SHALL BE 3000 LBS PER ACRE, MINIMUM AND

11. 100% COVERAGE.

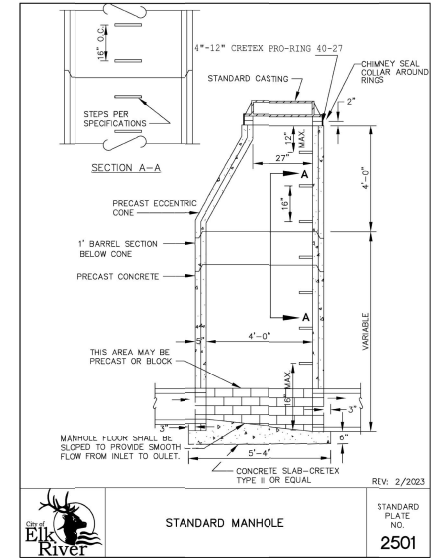
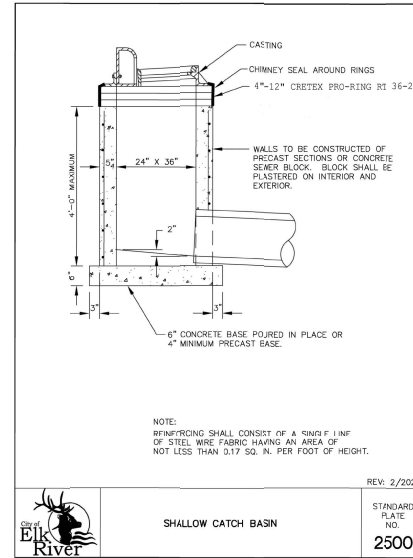
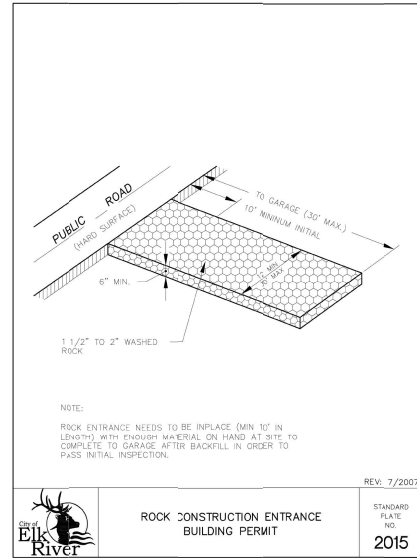
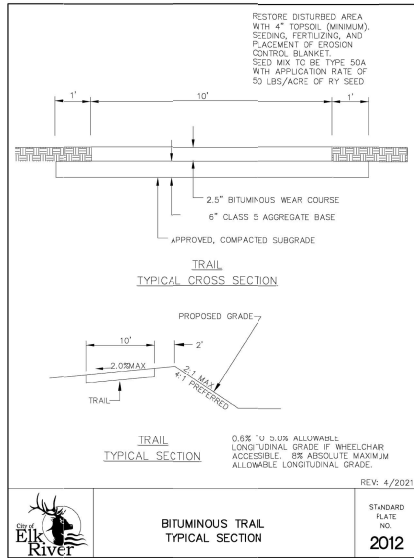
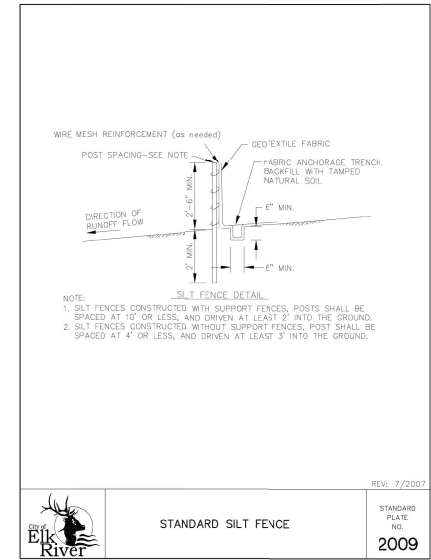
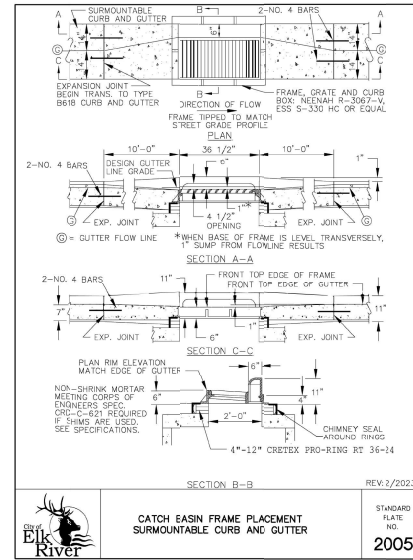
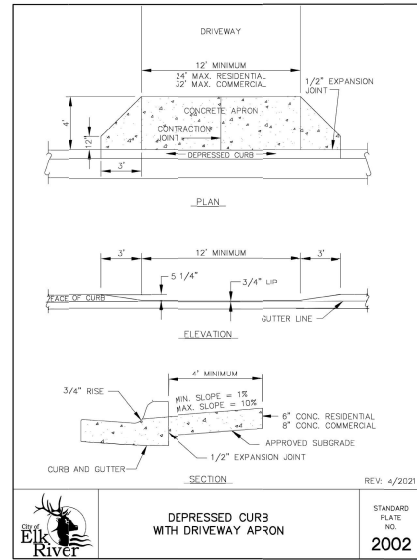
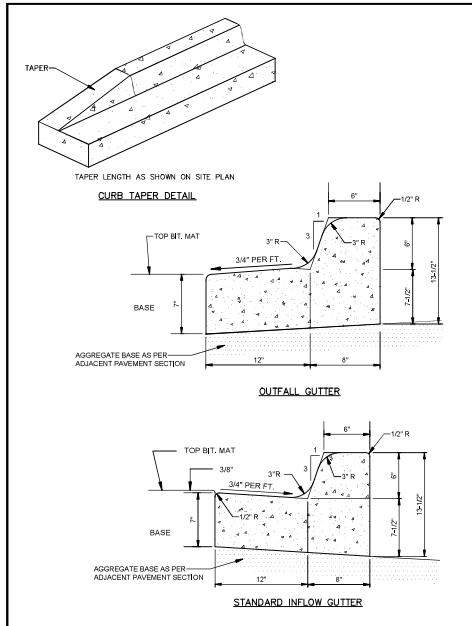
12. EROSION CONTROL BLANKET:

1. INSTALL AS PER MANUFACTURER'S RECOMMENDATIONS.

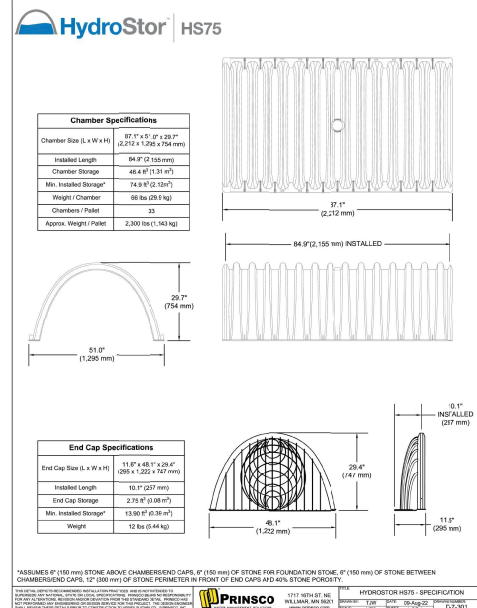
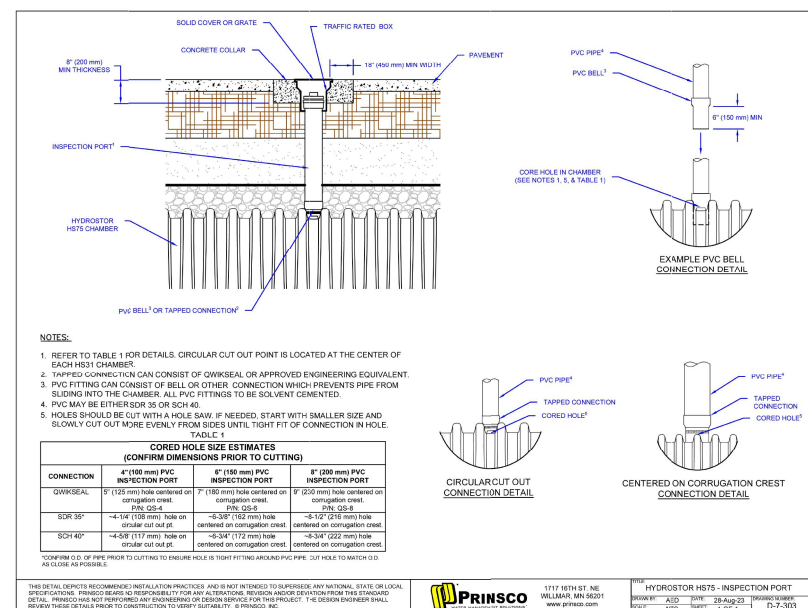
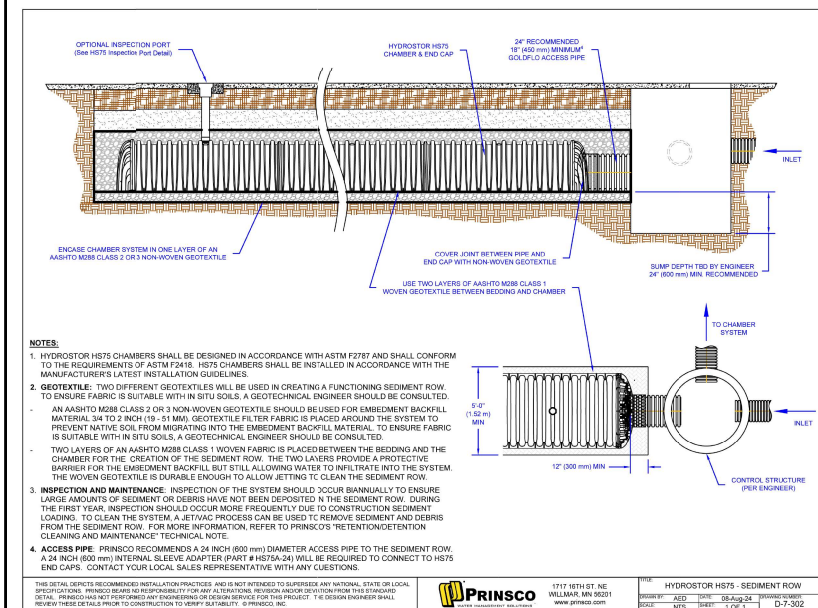
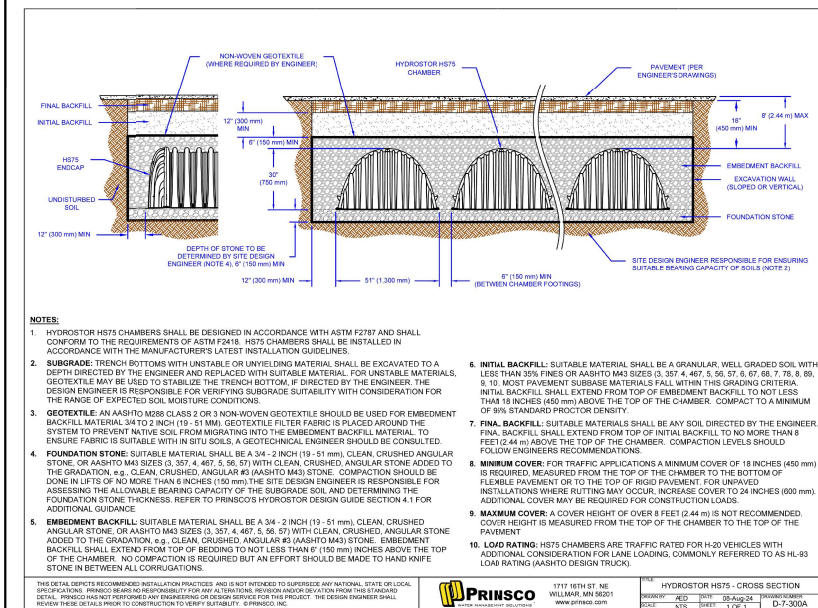
3.04 MAINTENANCE

1. MAINTAIN PREVENTIVE MEASURES WEEKLY, WITHIN 24 HOURS AFTER THE END OF ANY STORM THAT

2. PRODUCES 0.5 INCHES OR MORE RAINFALL AT THE PROJECT SITE, AND DAILY DURING PROLONGED



DATE	DESIGN BY	DATE	DESCRIPTION
08/20/2025	JAM		
	DML		
	SCD		
	DETAILS		
	FILE NO.	24-0205-03	
NOT FOR CONSTRUCTION			
BOGART, PEDERSON & ASSOCIATES, INC. LAND SURVEYING CIVIL ENGINEERING ENVIRONMENTAL SERVICES 1805 FIRST STREET, BECKEN, MN 55008-4932 TEL: 763-265-6827 FAX: 763-265-6844			
SITE NAME City of Elk River, Sherburne County, MN			
DETAILS			
SHEET NO.			
C7			



NOT FOR CONSTRUCTION

BOGART, PEDERSON & ASSOCIATES, INC.
LAND SURVEYING
ENGINEERING
ENVIRONMENTAL SERVICES
1801 FIRST STREET, BECKLEY, MA 01508-0032
TEL: 781-262-6827 FAX: 781-262-6844

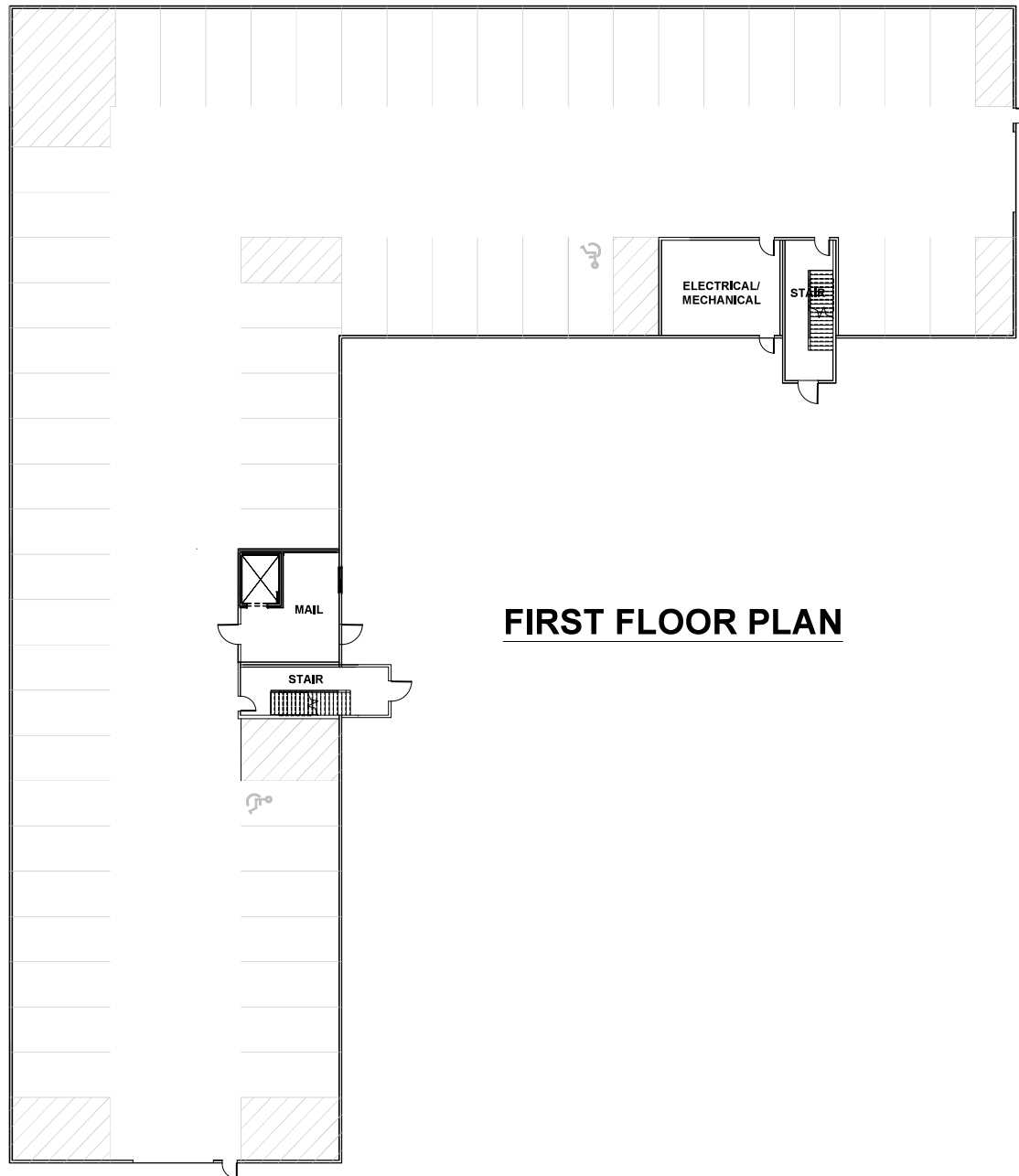
SITE NAME
City of Elk River, Sherburne County, MN

DETAILS

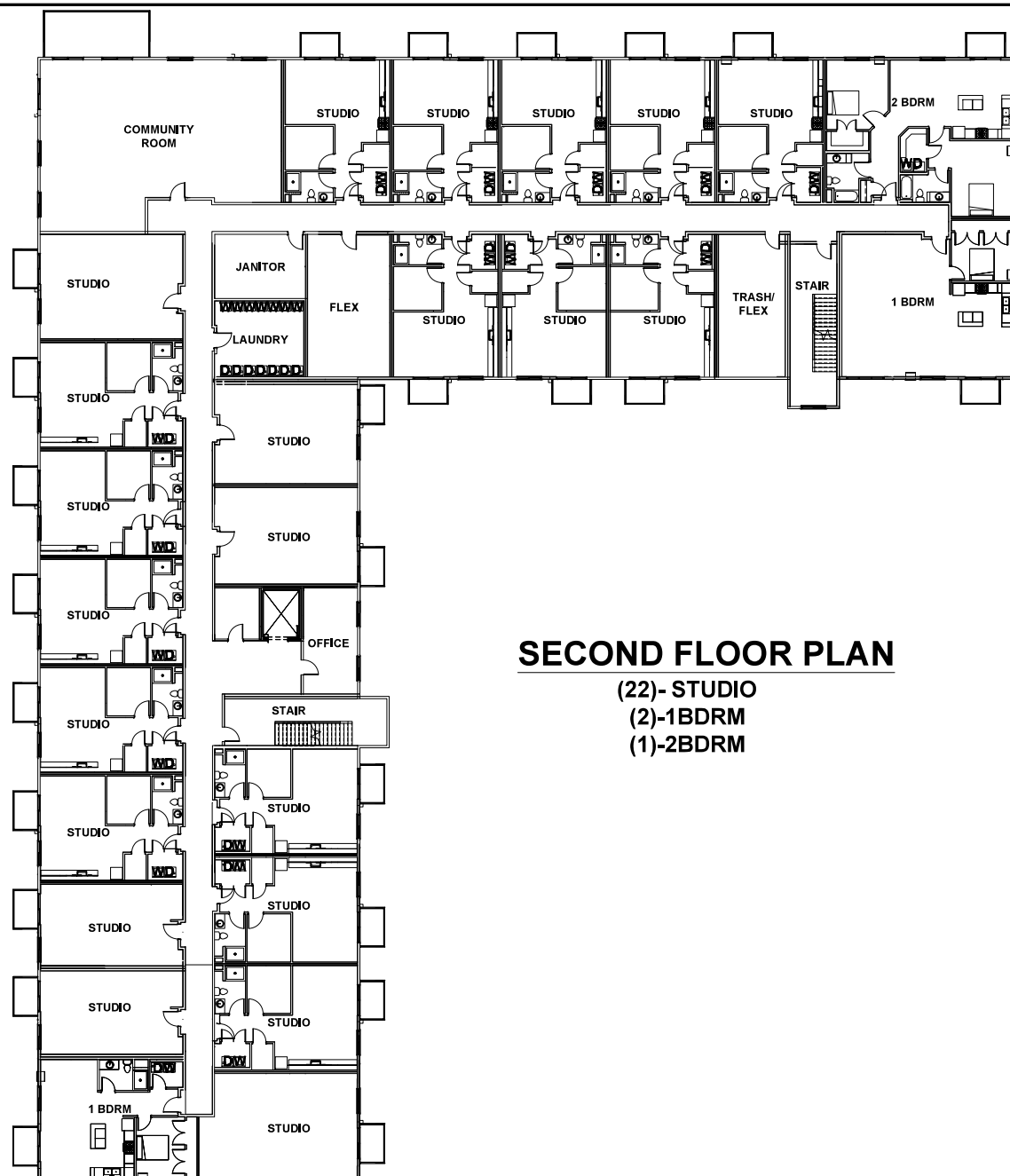
SHEET NO.
C10

ELK RIVER RESIDENTIAL SUITES

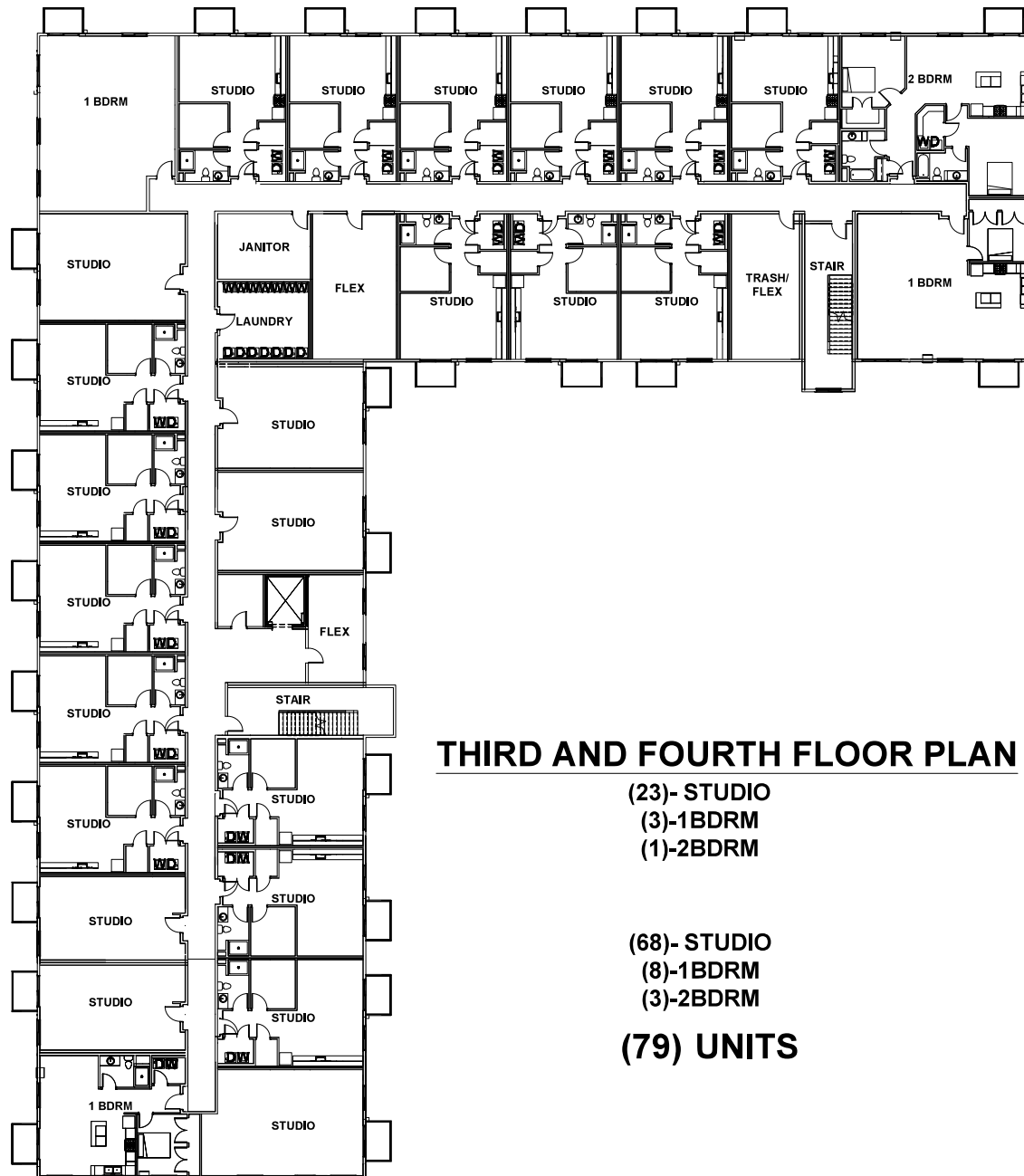




FIRST FLOOR PLAN



(22)- STUDIO
(2)-1BDRM
(1)-2BDRM



THIRD AND FOURTH FLOOR PLAN

(23)- STUDIO
(3)-1BDRM
(1)-2BDRM

(68)- STUDIO
(8)-1BDRM
(3)-2BDRM

(79) UNITS



August 20, 2025

Pat Briggs
19443 County Road 43, Suite H
Big Lake, MN 55309

Via Email: pat@thebriggscompanies.com

RE: Briggs Apartment PUD – 17379 Twin Lakes Road NW

Staff have completed a review of the application materials submitted for a multifamily apartment PUD - Land Use Amendment (LU 25-02), Zone Change (ZC 25-02), and Ordinance Amendment (OA 25-08) submitted on July 23, 2025, and have the following comments. Please address these comments with future submittals.

Land Use Amendment

The proposed land use amendment is consistent with existing apartment uses to the north and south of the subject site. The current designation of mixed residential also supports a higher residential density, but multifamily is a better fit based on the proposed use. Access will be from a collector road. This change will not be incompatible with existing and proposed uses.

Zone Change

1. The proposed zone change supports a multifamily/apartment PUD. The Ordinance Amendment creating the PUD must be approved by the City Council in order for the zone change to be recorded.
2. The associated land use amendment must be approved prior to approval of the zone change to PUD.

General Plan Comments

1. Water service connection plans are required, please submit with next round of plan updates.
2. Existing water service stubs not used will be considered discontinued. All discontinued water services shall be shut off and disconnected at the main and the stop box shall be removed by a licensed plumber or licensed sewer installer at the expense of the property owner.
3. Hydrants shall be spaced so that all portions of a building or residence to be protected are within a 250-foot radius of a hydrant. (Final review will be made by the Fire Chief and City Engineer)
4. ERMU Electrical Comments:
 - o With two different structures and two different addresses all material and labor related to electric connections will be cut in half and applied equally to each address.
 - o Electric transformers need access from a paved surface.
 - o Please submit a load sheet to determine transformer size needs.

13065 Orono Parkway
Elk River, MN 55330
763.635.1000

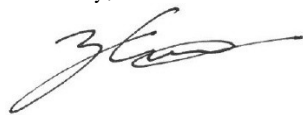


- If any adjustments are needed to maintain power for the existing home, the developer will be responsible for 100% of the material and labor costs.
- 5. No private improvements are permitted in the city ROW (tables, retaining walls, parking lots, stormwater management, etc.)
- 6. Access to Twin Lakes Road southbound will need either a three-quarter access installed with a turn lane, or the temporary access point will need to be removed.
- 7. Submit plans showing all public utilities (sewer and water).
- 8. Provide an updated stormwater report to account for 1.1" of impervious rather than 1". Ensure runoff rates are decreased to all outlets including city storm sewer. Include TSS and TP removals in stormwater report.
- 9. Preliminary site plan and grading plans show impacts to wetlands. Approval of a wetland replacement plan will be required.
- 10. Future building permit applications will require full architectural and engineering plans signed by a qualified professional.
- 11. Ordinance requires 2.5 parking stalls for each residential unit. With two proposed 79-unit buildings, 395 stalls will be required and 158 stalls (79 per building) must be covered. Submitted plans show 258 total stalls with 124 covered spaces (62 per building). This deviation will need to be approved as part of the requested PUD.
- 12. The submitted building elevations are conceptual. Detailed building elevations identifying building heights and material selections and percentage of facade coverage are required.
- 13. Will there be exterior trash storage and enclosures?
- 14. The two single-family homes east of the subject site currently access their property utilizing a driveway running through the property. Access for these homes must be maintained at all times during construction and a permanent ingress/egress easement must be granted to both properties. Additional easements supporting utility extensions through the subject site and to the benefit of the properties to the east must also be included.
- 15. Plans indicate plans for two separate lots. A subdivision application facilitating this split is required.
- 16. The southern building is within the wetland buffer setback. Encroachment into the setback will be considered as part of the PUD. Future maintenance of the site should prohibit maintenance activities within the 25-foot wetland buffer.

The Planning Commission will review the applications on August 26, 2025, at 6:30 p.m. at the Elk River City Hall. With a recommendation from the commission on that date, the City Council will review the project on September 15, 2025.

Thank you, and please submit all updated plans and responses to comments in the citizenserve portal.

Sincerely,



Zack Carlton, AICP
Community Development Director
763.635.1035

Item 7.5

Briggs Apartment PUD – Twin Lakes Road

Land Use, Zone Change, and Ordinance



Background

- PC held a public hearing regarding this proposal on August 26, 2025.
- Five residents spoke during the public hearing and shared several concerns.
- Commission shared many of the same concerns and asked the applicant to evaluate their proposal to address some of the items identified.

Background

- The PC continued their discussion to September 23, 2025, and did not make a formal recommendation.
- Without a recommendation, CC should open the public hearing, receive public comment, and continue the public hearing to October 20, 2025.
 - Updated plans will be presented to CC at that time.



LEGEND:

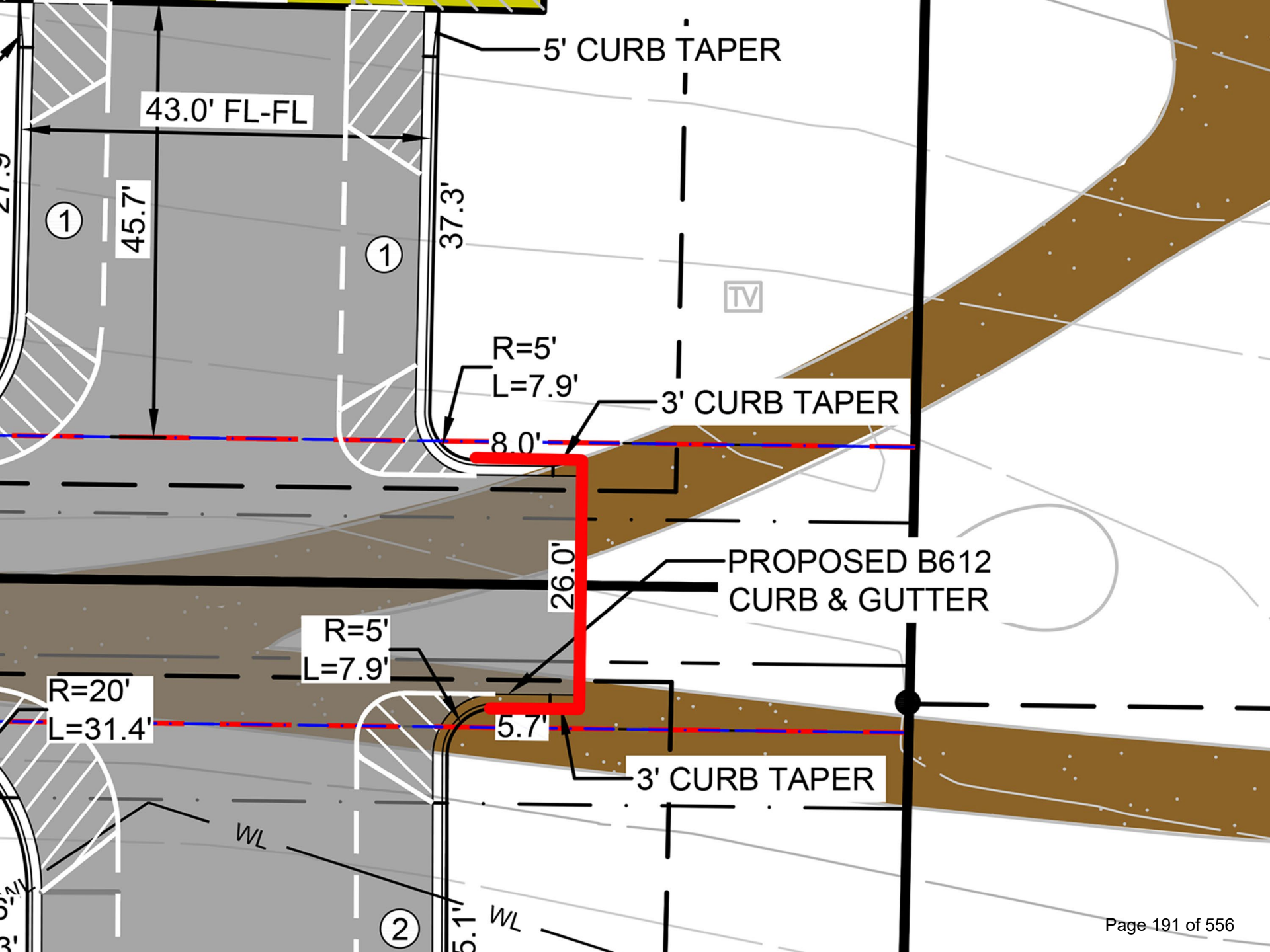
- PROPOSED ASPHALT PAVEMENT
- PROPOSED GRAVEL SURFACE
- PROPOSED CONCRETE PAVEMENT
- PROPOSED TURF ESTABLISHMENT
- CONCRETE CURB AND GUTTER
- PROPOSED SIGN

SITE PLAN NOTES:

- PAINTED PAVEMENT MARKING DIMENSIONS AND ALL OTHER DIMENSIONS ARE SHOWN TO BUILDING CENTERLINE UNLESS NOTED OTHERWISE.
- ALL CONCRETE RAMP, SIDEWALKS AND ACCESSIBLE PATHWAYS SHALL CONFORM TO CURRENT D.A. REQUIREMENTS.
- CONTRACTOR SHALL FIELD VERIFY HORIZONTAL AND VERTICAL EXISTING UTILITIES PRIOR TO START OF CONSTRUCTION.
- CONTRACTOR SHALL INSTALL EROSION CONTROL MEASURES AT START OF CONSTRUCTION.
- CONSTRUCTION SHALL BE IN ACCORDANCE WITH ALL CITY AND STATE REGULATIONS.
- SITE SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE CITY OF MINNESOTA SPECIFICATIONS.
- LANDSCAPING AND TURF ESTABLISHMENT SHALL BE IN ACCORDANCE WITH THE CITY OF MINNESOTA SPECIFICATIONS.
- ALL DISTURBED AREAS OUTSIDE THE BUILDING FOOTPRINT SHALL BE PAVED OR RECEIVE AGRICULTURAL TOPSOIL AND SHALL BE SEED SOIL AND SEED LOCATION CONTROL PLAN FOR SOD AND SEED LOCATION. DISTURBED BY CONSTRUCTION NOT SPECIFIC CERTAIN SEED MIX SHALL BE MIXED WITH SOD.
- WHERE NEW SOD MEETS EXISTING SOD, EXISTING SOD SHALL BE REMOVED TO ALLOW FOR A CONSISTENT, UNIFORM SURFACE. UNEVEN EDGES WILL NOT BE ACCEPTABLE. SOD SHALL BE BETWEEN EXISTING AND NEW AS REQUIRED TO BE FLUSH WITH EXISTING.

SITE PLAN INFORMATION:

PARCEL AREA			
5.80 ACRES ±			
PROPOSED ZONING:			
P.U.D. DISTRICT			
PRINCIPAL STRUCTURE SETBACKS:			
FRONT:	30'		
SIDE:	10'		
REAR:	20'		
PARKING SETBACKS:			
FRONT SETBACK FOR PARKING:	XX'		
SIDE SETBACK FOR PARKING:	XX'		
REAR SETBACK FOR PARKING:	XX'		
SITE DATA			
EXISTING	PROPOSED		
PAVEMENT AREA	XXXXX SF	XXXXX SF	
BUILDING AREA	XXXXX SF	XXXXX SF	
PERVIOUS AREA	XXXXX SF	XXXXX SF	
TOTAL AREA	XXXXX SF	XXXXX SF	
PARKING REQUIREMENTS:			
MINIMUM PARKING STALL DIMENSIONS: 20' X 9' (90' PARKING STALLS)			
TOTAL STALLS PROVIDED:			
TOTAL INDOOR STALLS: 124 (62 BLD. A / 62 BLD. B)			
TOTAL OUTDOOR STALLS: 134 (67 BLD. A / 67 BLD. B)			
TOTAL ADA STALLS PROVIDED: 8 (8 VAN ACCESSIBLE)			
TOTAL ADA STALLS REQUIRED: 8 (8 VAN ACCESSIBLE REQUIRED)			





Request for Action

To
City Council

Item Number
8.1

Meeting Date
September 15, 2025

Prepared By
Tina Allard, City Clerk

Item Description
Everlight Solar: Appeal of Revocation of Solicitor Licenses

Reviewed by
Cal Portner
Tina Allard

Action Requested

Motion for staff to prepare findings upholding the revocation of the solicitor licenses.

Background/Discussion

Solicitor licenses for Sunburn Construction, LLC d/b/a Everlight Solar were revoked on August 7, 2025. The applicant has requested to appeal this decision. The attached letter, dated August 7, 2025, outlines the basis for the revocation. The City Attorney is available to explain the hearing process.

The information from the State of Nebraska and the Better Business Bureau highlights that the company engages in similar practices in other communities.

- [Nebraska attorney general files lawsuit](#)
- [Better Business Bureau Information](#)

Note: Nate Liestico, one social media commenter, is an Everlight Solar solicitor.

Financial Impact
N/A

Mission/Policy/Goal
The city mission.

Attachments

1. Notice of Revocation Letter 081125
2. Police Reports
3. Door Salesperson Complaint Email
4. Email Complaint
5. Complaints to ERMU
6. Complaints to ERMU 2
7. Facebook Post August 8, 2025
8. Facebook Comments August 8, 2025 01

The Elk River Vision

A welcoming community with revolutionary and spirited resourcefulness, exceptional service, and community engagement that encourages and inspires prosperity



9. Facebook Comments August 8, 2025 02
10. Facebook Comments August 8, 2025 03
11. Facebook Comments August 8, 2025 04
12. Nate Leistico FB Comments on August 8, 2025 Post 01
13. Nate Leistico FB Comments on August 8, 2025 Post 02
14. Nate Leistico FB Comments on August 8, 2025 Post 03
15. Nate Leistico FB Comments on August 8, 2025 Post 04
16. Nate Leistico FB Comments on August 8, 2025 Post 05
17. Nebraska AG Files Lawsuit
18. Nebraska Court Document
19. Everlight Solar Video Request



13065 Orono Parkway
Elk River, MN 55330

August 7, 2025

Sunburn Construction, LLC, d/b/a Everlight Solar
10501 Winnetka Ave N, Suite 170
Brooklyn Park, MN 55445
Email: salesenablement@everlightsolar.com
Allison.macioch@everlightsolar.com

RE: Notice of License Revocation and Hearing Rights

To: Everlight Solar Management and Solicitors
Alli Macioch, Sales Enablement Assistant

The City of Elk River is committed to ensuring the safety and well-being of our residents. It has come to our attention that the solicitation activities of your business Sunburn Construction, LLC, d/b/a Everlight Solar (“Everlight Solar” or your “Company”) have raised concerns regarding misrepresentations about your products and services, false claims of partnership with the City of Elk River and Elk River Municipal Utilities, and aggressive sales tactics that persisted even after residents unequivocally expressed their disinterest.

Due to these actions, and pursuant to City Code § 38-35(e), the City is hereby revoking the solicitor licenses issued to each individual representing your Company ”), which includes the following license numbers:

PS24-000032 Aetreus Kendall
PS25-000012 Samuel Snitker
PS25-000013 Evan Murphy
PS25-000014 Jack Sweeney
PS25-000015 Nathaniel Leistico
PS25-000016 Wyatt Sander
PS25-000017 Leif Sicora
PS25-000018 Jake Baker
PS25-000019 Wade Shepherd
PS25-000020 Josue Her
PS25-000021 Wolfgang Bellanger
PS25-000022 Hudson McCoy
PS25-000023 Derek Jon Brellenthin
PS25-000024 Chandler Sanford

PS25-000025 Brady Glause
PS25-000026 Nathan Devereux
PS25-000027 Ramaero Breitholtz
PS25-000028 Kazmine Langness

Further information in support of the Revocation is provided below.

I. Statement of Violations and Grounds for Revocation

As detailed herein, the City is aware of actions taken by your solicitors that violate City ordinances and the terms of your license, supporting revocation.

a. City Code Section 38-413(c)(3)

Pursuant to City Code Section 38-413(c)(3), the City may consider “[p]ast fraud, misrepresentation, or misstatement in the course of carrying on business” when revoking a license. The City has learned of multiple incidents where your solicitors made misrepresentations or misstatements to City residents. Evidence of these includes:

- Video evidence of a solicitor mispresenting their affiliation with the City of Elk River and Elk River Municipal Utilities.
- Complaints from Elk River Municipal Utilities customers reporting Everlight Solar representatives have falsely claimed to be working in partnership with the utility.
- Complaints to Elk River Municipal Utilities of deceptive representations regarding potential cost savings.
- Police contacts with Everlight Solar representatives.

b. City Code Section 38-414(c)(2)

City Code Section 38-414(c)(2) requires solicitors:

[C]onduct business in a reasonably courteous manner at all times, must not engage in offensive, obscene, or abusive language, must not push open a door not opened by an occupant, must not place any portion of a person's body through an opened doorway without the invitation of an occupant, and must not physically attempt to stop an occupant from closing a door.

Elk River Municipal Utilities has received complaints regarding your solicitors engaging in conduct violating these requirements. These include solicitors refusing to leave customers’ property after being informed by residents that they were not interested. Customers have also reported Everlight Solar representatives physically attempting to stop them from closing their doors. The City is also aware of complaints to the Better Business Bureau describing Everlight

Solar representatives' refusal to leave a property or accept "no" for an answer.

c. City Code Section 38-414(c)(3)

City Code Section 38-414(c)(3) provides solicitors must "immediately leave private property when requested to do so by an occupant and must leave immediately upon completion of a transaction or an unsuccessful attempt to contact the occupant." The above-referenced Better Business Bureau complaints and reports of Everlight Solar representatives attempting to prevent residents from closing their doors would also violate this provision.

d. City Code Sections 38-414(c)(5) & (6)

City Code Section 38-414(c)(5) prohibits solicitors from making "untrue statements to the people contacted regarding the purpose of the contact, orders placed by the neighbors, or the goods or services offered." City Code Section 38-414(c)(6) also prohibits solicitors from "indicating or implying city endorsement of their activities or products by the city." As noted above, the City has reviewed video footage documenting an Everlight Solar representative misrepresenting their affiliation with the City of Elk River and Elk River Municipal Utilities. The City is also aware of reports that Everlight Solar representatives are claiming to be working in partnership with Elk River Municipal Utilities and misrepresenting potential cost savings.

e. City Code Section 38-413(e)

Section 38-413(e) provides the "[f]ailure of any person to comply with any of the ordinances of the city or the laws of the state, or any conditions/restrictions imposed on a license, shall be grounds for denying or revoking a license under this division." The evidence and resident complaints previously mentioned demonstrate Everlight Solar solicitors have engaged in conduct violating multiple City ordinances, namely City Code Sections 38-414(c)(2), (3), (5) & (6).

The permit application signed by Everlight Solar employees also includes an "Acknowledgements" section, which states:

The undersigned shall faithfully observe, keep and obey all terms and conditions of the license or permit, and all laws, rules and ordinances of the City of Elk River relating to the license or permit, now in effect, including any amendments thereto.

Everlight Solar representatives' troubling conduct also violates this license condition as noted above. Additionally, company representatives lack state identification as required by city ordinances. The permit application explicitly warns that "[u]pon the violation of any of the terms and conditions of the license or permit, or any other law, regulation or ordinance, the undersigned understands it may be subject to . . . the revocation of the license or permit."

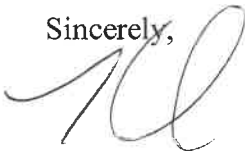
Based on the violations outlined, the City has concluded there are adequate grounds to revoke Everlight Solar's solicitor's license and intends to do so.

II. Right to Request Hearing

Pursuant to City Code Section 38-35 ("Procedure for Suspension or Revocation"), you have the right to request a hearing before the City Council regarding the license revocation addressed in this notice. To exercise your right to a hearing, you must submit a written hearing request to the Office of the City Clerk within 30 days of the date of this notice. Please include your full name, the date of this notice, and any relevant information you wish to present in support of your position. The failure to timely request a hearing within of your license will result in the loss of any appeal rights.

Upon receiving a hearing request, the Office of the City Clerk will schedule your hearing and notify you of the date, time, and location. During the hearing, you have a right to be represented by an attorney and will have an opportunity to present your case to the City Council. The City Council will make a final decision regarding your license revocation.

Sincerely,

A handwritten signature in dark ink, appearing to be 'Tina Allard', written over a horizontal line.

Tina Allard
City Clerk

cc: Cal Portner, City Administrator
Dave Kuhnly, Police Chief
Elk River City Council



ELK RIVER POLICE DEPARTMENT

INCIDENT REPORT

ICR# 25012711	AGENCY ORI# MN0710200	JUVENILE:
Reported: 08-02-2025 1244 First Assigned: 1244 First Arrived: 1250 Last Cleared: 1302 Committed Start: Committed End: Title: Transient Merchant How Received: Radio Short Description: Everlight Solar - Transient Merchant Refusing to Leave Summary: Complainant reported that a male party (NJL) came to his door selling solar panels for Everlight Solar and refused to leave after being asked several times. Complainant also stated he had a NO SOLICITOR sign on his house. I arrived in the area and located the two parties mentioned, who denied the allegations. Both had city-issued solicitor's permits, but neither had a state-issued identification card, as required by city ordinance. Parties were warned for not leaving when requested and advised to stop their sales until they had identification on them. Location(s) Address: 18826 Edison Ct NW City: Elk River State: MN Zip: 55330 Country: US Custom Attributes AXON - BWC		
Officer Assigned: Smith, Jesse Badge No: 638 Primary: Yes		
Involvement: Warned Name: Leistico, Nathaniel Joseph DOB: 11-12-2005 Age: 19 Sex: M Race: Height: 509 Weight: 162 Address: (Residence) 21355 Nowthen Blvd NW City: Elk River State: MN Zip: 55330 Country: US Phone: (Cell) (763)274-1504 Eye Color: BLU		
Involvement: Complainant Name: Klukas, Matthew John DOB: 12-12-1983 Age: 41 Sex: Race: Height: 510 Weight: 160 Address: (Residence) 18826 Edison Ct NW City: Elk River State: MN Zip: 55330 Country: US Phone: (Cell) (763)229-6141		
Involvement: Warned Name: Devereuz, Nathan James DOB: 01-12-2006 Age: 19 Sex: M Race: Height: 601 Weight: 190 Address: (Residence) 408 Chestnut Dr City: New Richmond State: WI Zip: 54017 Country: Eye Color: BRO Hair Color: BRO		



ELK RIVER POLICE DEPARTMENT

INCIDENT REPORT

ICR# 25012714	AGENCY ORI# MN0710200	JUVENILE:
Reported: 08-02-2025 1314 First Assigned: 1314 First Arrived: 1323 Last Cleared: 1334 Committed Start: Committed End: Title: Transient Merchant How Received: Radio Short Description: Everlight Solar - Transient Merchant Refusing to Leave Summary: Complainant reported that a male selling solar panels for Everlight Solar came to her door and refused to leave after being asked several times. Complainant could not provide a great description of the male but stated that there were two of them in the neighborhood at the time. I located the two mentioned males who denied the described activity. Both provided city solicitors permits, but did not have state-issued identification on them as required by ordinance. Parties were warned for not leaving when asked and not having identification on them. They were advised to stop sales until they had the required identification. Location(s) Address: 19412 Albany Ct NW City: Elk River State: MN Zip: 55330 Country: US Custom Attributes AXON - BWC		
Officer Assigned: Smith, Jesse Badge No: 638 Primary: Yes		
Involvement: Warned Name: Snitker, Samuel Rodney DOB: 01-10-2003 Age: 22 Sex: M Race: Height: 510 Weight: 165 Address: (Residence) 930 University Ave SE City: Minneapolis State: MN Zip: 55414 Country: Eye Color: BLU		
Involvement: Warned Name: Sander, Wyatt Ross DOB: 07-11-2007 Age: 18 Sex: M Race: Height: 510 Weight: 145 Address: (Residence) 4008 Portland Ave City: White Bear Lake State: MN Zip: 55110 Country: Eye Color: BLU		
Involvement: Complainant Name: Brandt, Eleanor Irene DOB: 05-02-1978 Age: 47 Sex: F Race: W Height: 507 Weight: 180 Address: (Residence) 19412 Albany Ct NW City: Elk River State: MN Zip: 55330 Country: US Phone: (Home) (763)300-7093 Phone: (Unknown) (763)300-7093 Eye Color: GRN		

From: [Foss, Jennifer](#)
To: [Jolene Richter](#)
Subject: Everlight Solar Door Salesperson Complaint
Date: Wednesday, August 6, 2025 3:20:55 PM

Hi Jolene,

Thank you for your time today. Below is the summary of what happened when the Everlight salesperson came to my door on Wednesday, August 6.

- I was on my cell phone when the doorbell rang on Wednesday, August 6 at approximately 12:15pm.
- My barking dog did not deter the Everlight Solar salesperson from backing away from my front door of which he was standing very close.
- The salesperson was wearing a shirt embroidered with the Everlight Solar name.
- Fortunately I am able to slide the top window of the storm door down to reveal a screen and did not have to open the door.
- With my cell phone in hand, I stated it was not a good time because I was on a call and that I was not interested in solar.
- Without hesitation he said he wasn't there about solar but to talk about "net metering."
- I motioned to his shirt and stated again that I was not interested.
- He continued with his aggressive approach and said again that "he wanted to talk to me about net metering."
- I told him that I work for the utility and that I do not need any information from him about net metering and I am not interested in solar.
- He continued to talk regardless stating that because I work for the utility, "I would really want to hear what he has to say, and he continued talking".
- I said "no" again and had to shut the door in his face all while he continued talking even after the door was shut.
- The person on the other end of my phone heard the entire bizarre interaction.
- I have never had to shut the door on anyone before but felt there was no other option as he refused to leave.
- I moved to another area of the house and looked out the window to see two salespeople in our cul de sac.
- I quickly posted a message to our homeowners association group to give my neighbors a heads up and promptly received seven responses from others having had a similar experience.

Jenny Foss | Communications & Administrative Coordinator
Elk River Municipal Utilities | ERMUMN.com

w 763.441.2020 | **d** 763.635.1330

13069 Orono Parkway | PO Box 430 | Elk River, MN 55330-0430

This email (including any attachments) may contain information that is private or business confidential. If you received this email in error, please delete it from your system without copying it and notify sender by reply email so that our records can be corrected.

From: [FlowSeal Surface Maintenance](#)
To: [Jolene Richter](#)
Subject: Global Net Monitoring
Date: Thursday, August 7, 2025 12:08:12 PM

We had a person from what he told us is "Global Net Monitoring" stop at our house today.

He was rude, pushy, and vague about what exactly he was selling or representing.

We did tell him we were not interested, and he persisted with very intimidating sales lines and comments. When I shut the door, he loudly said something that I did not make out.

This call seemed very unprofessional and scammy.



Thank you!

Kelly Wolf

763-501-9923

From: [Hibbard, Jessica](#)
To: [Jolene Richter](#)
Subject: Solar Complaints
Date: Thursday, August 7, 2025 10:53:25 AM

I did want to let you know that I have had 8 documented calls from customers, and 2 ERMU employees being solicited at their homes, from Everlight. The calls ranged from simple inquiries to small concerns, but the employees were very shaken at the sales tactics. Even relaying the story this morning, one of the girls was shaking she was so stirred up by the situation. I was told to relay this information to you directly. Thank you!

Jessica Hibbard | Lead Customer Service Representative

Elk River Municipal Utilities | ERMUMN.com

w 763.441.2020 | **d** 763.635.1329 | **f** 763.441.8099

13069 Orono Parkway | PO Box 430 | Elk River, MN 55330-0430

This email (including any attachments) may contain information that is private or business confidential. If you received this email in error, please delete it from your system without copying it and notify sender by reply email so that our records can be corrected.

From: [Jolene Richter](#)
To: [Jolene Richter](#)
Subject: FW: Sunburn Construction DBA Everlight Solar
Date: Thursday, August 7, 2025 9:24:57 AM

From: Hanson, Mark <mhanson@ermumn.com>
Sent: Tuesday, August 5, 2025 8:40 AM
To: Jolene Richter <JRichter@ElkRiverMN.gov>
Subject: FW: Sunburn Construction DBA Everlight Solar

Hi Jolene,

Here's more feedback from our customer service team.

Thanks,
Mark

Mark P. Hanson, P.E. | General Manager
Elk River Municipal Utilities | ERMUMN.com
w 763.441.2020 | d 763.635.1321 | f 763.441.8099
13069 Orono Parkway | PO Box 430 | Elk River, MN 55330-0430

This email (including any attachments) may contain information that is private or business confidential. If you received this email in error, please delete it from your system without copying it and notify sender by reply email so that our records can be corrected.

From: Hibbard, Jessica <JHibbard@ERMUMN.com>
Sent: Monday, August 4, 2025 2:19 PM
To: Hanson, Mark <mhanson@ermumn.com>; Foss, Jennifer <jfoss@ermumn.com>; Mauren, Tony <tmauren@ermumn.com>
Subject: RE: Sunburn Construction DBA Everlight Solar

We had received several calls last week from solar representatives asking for usage history while at the customer's homes. We direct the sales representatives to submit a request to our customer service email and we will return that information when we can. If the customer can hear us, we do tell them to do their research and use our website as a tool.

Just today, we have received 3 calls. Two of them called us today to ask more questions. Ever Light said they are partnering with ERMU to offer solar in the area.

Jessica Hibbard | Lead Customer Service Representative

Elk River Municipal Utilities | ERMUMN.com

w 763.441.2020 | **d** 763.635.1329 | **f** 763.441.8099

13069 Orono Parkway | PO Box 430 | Elk River, MN 55330-0430



Anonymous participant

August 8 at 1:33 PM · 🌐



Anyone have tips to keep the everlight solar reps away ?! I already got a "no soliciting" sign which they choose to ignore. I asked him through the camera, "how can I help you?" And he just whistles and ignores me 🙄 I can turn off my doorbell. But when you knock like the police looking for a fugitive and my kids get scared.. thats when your crossing the line.





Emylee Zacher

We had a rep of theirs stop by the other day. He was incredibly pushy and would not take no for an answer. I told him 3 times we were not interested. We don't have a no soliciting sign, but seems they don't follow them anyways.

2d Like Reply Share



Lisa Collins Niemela

Emylee Zacher same. I finally closed the door on him. Nothing is free.

2d Like Reply Share



Jeff Twite

Lisa Collins Niemela same thing that happened to my wife. She had to close the door on him. Lucky I wasn't there.

2d Like Reply Share



Jeff Twite

Nate Leistico I know you're some chump that's a fake profile, but if you're not, stop by my house. I'll be home all day

1d Like Reply Share



Write a public reply...



Jennifer Rootes

Emylee Zacher same here. I finally shut the door in his face!!

2d Like Reply Share



Alex Blake

Emylee Zacher took me five times telling him no and nearly threatening him to get him to leave

1d Like Reply Share



Hannah Knip

I think this was the same dude that came to my door and wouldn't leave. He could see straight into my house that I was in the middle of serving my four young children breakfast and it was a hot mess! Finally my potty training 2 year old peed at the table and I slammed the door saying I'm done. I'm just not going to answer next time 😂

2d Like Reply Share



Anonymous participant [Author](#)

Hannah Knip I feel this at my core!!! I finally got my baby to sleep and he knocked so hard and woke her up. Like cmon dude are you kidding me! Lol

2d Like Reply Share



Peter Schmitt

Steph Callison this kid sucks. And I'm very patient with door to door sales people. He yelled into my home as we were eating dinner, wouldn't leave after asking three times for him to.

I finally had to raise my voice at him.

2d Like Reply Share



Anonymous participant 786

These idiots came to our door and flat out lied 3 times in 5 minutes. Don't work with these fools

2d Like Reply Share



Kady Green Top contributor

We had the same company at my house today. I was polite and we told him repeatedly we are not interested in solar panels. He would not leave. He kept insisting that he was just trying to schedule us for an evaluation. I said we aren't getting them so don't want an appointment. No joke, he just kept ignoring me and kept saying "what day and time works best for you." I am a polite person and usually all for at least listening to them but I felt very annoyed by the end. When I have told you no at least 5 or 6 times, it's not going to make me want to purchase from your company... ever.

Update: he came back up my driveway the following day! I told him he was here yesterday and he just started into his spiel all over again. 🙄 Luckily I was leaving for my son's dr appt so I just said we have to go and drove off.

2d Like Reply Share Edited

3



Megan Malikowski

Kady Green same thing happened to me too. Young blonde kid w/ curly hair

2d Like Reply Share



Kady Green Top contributor

Megan Malikowski dude! Sawyer and I went to go leave just now and he's back in our neighborhood again today even though he was just in our neighborhood yesterday. I greeted him as he was walking at my driveway and told him that he was just here yesterday and he started to ignore me and went to his spiel. He was like arguing with me again and I just got in the car and told him we have an appointment to be at. It's super rude and really



T.j. Nassif ★ Rising contributor

Your intimidated in your home by a kid on a hover board?
Go to the door. Tell him you arent interested and to leave and not come back. Pretty simple

2d Like Reply Share



Nate Leistico

T.j. Nassif someone with a brain lol, you're funny.

2d Like Reply Share



Anonymous participant 167

T.j. Nassif they said they did that. Id report them to corporate. No solicitation sign should be respected.



Anonymous participant 609

Lucian McDearmon we are living in a dangerous world now where strangers coming on our property is not - ok
We have no idea their intent & who they are

2d Like Reply Share



2



Nate Leistico

Anonymous participant 609 well is a good thing every time they do go to your day they start with their name and company!

2d Like Reply Share



Anonymous participant 609
Nate Leistico ?

1d Like Reply Share



Lyle D. Slawson
No soliciting sign.

2d Like Reply Share



Pete Whelan
Answer the door naked

2d Like Reply Share 4 😂❤️



Nate Leistico
Pete Whelan do it!

2d Like Reply Share 😂

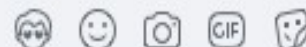


Donny Collins ★ Rising contributor
Pete Whelan that could scare them they'll run off and never come back. lol

1d Like Reply Share



Write a public reply...



Linda Carlson
Look up your cities solicitor's policy. I know in Otsego they need to have a license with the city to be able to Solicit.

2d Like Reply Share



Carrie Hegvik
My husband was fixing the lawnmower and he wouldn't stop talking!!

2d Like Reply Share



Nate Leistico
Carrie Hegvik Oh No! Is he ok?!

2d Like Reply Share 😂



Tim Zahler
Pepper spray

...

2d Like Reply Share



Nate Leistico

Tim Zahler Great idea! If you want to get charged with assault

2d Like Reply Share



Tim Zahler

Nate Leistico if you have a sign up, they are trespassing

2d Like Reply Share



JM Gratesy

Sign like mine that says no soliciting. If they knock open the door look at the sign and say don't make this awkward.

2d Like Reply Share



Jolene E Jansen

Answer the door with your rifle, and say you feel threatened

2d Like Reply Share



Nate Leistico

Jolene E Jansen feel threatened by a kid asking you if you want solar panels? So you bring a gun? This world we live in

2d Like Reply Share

Mike Hilgers

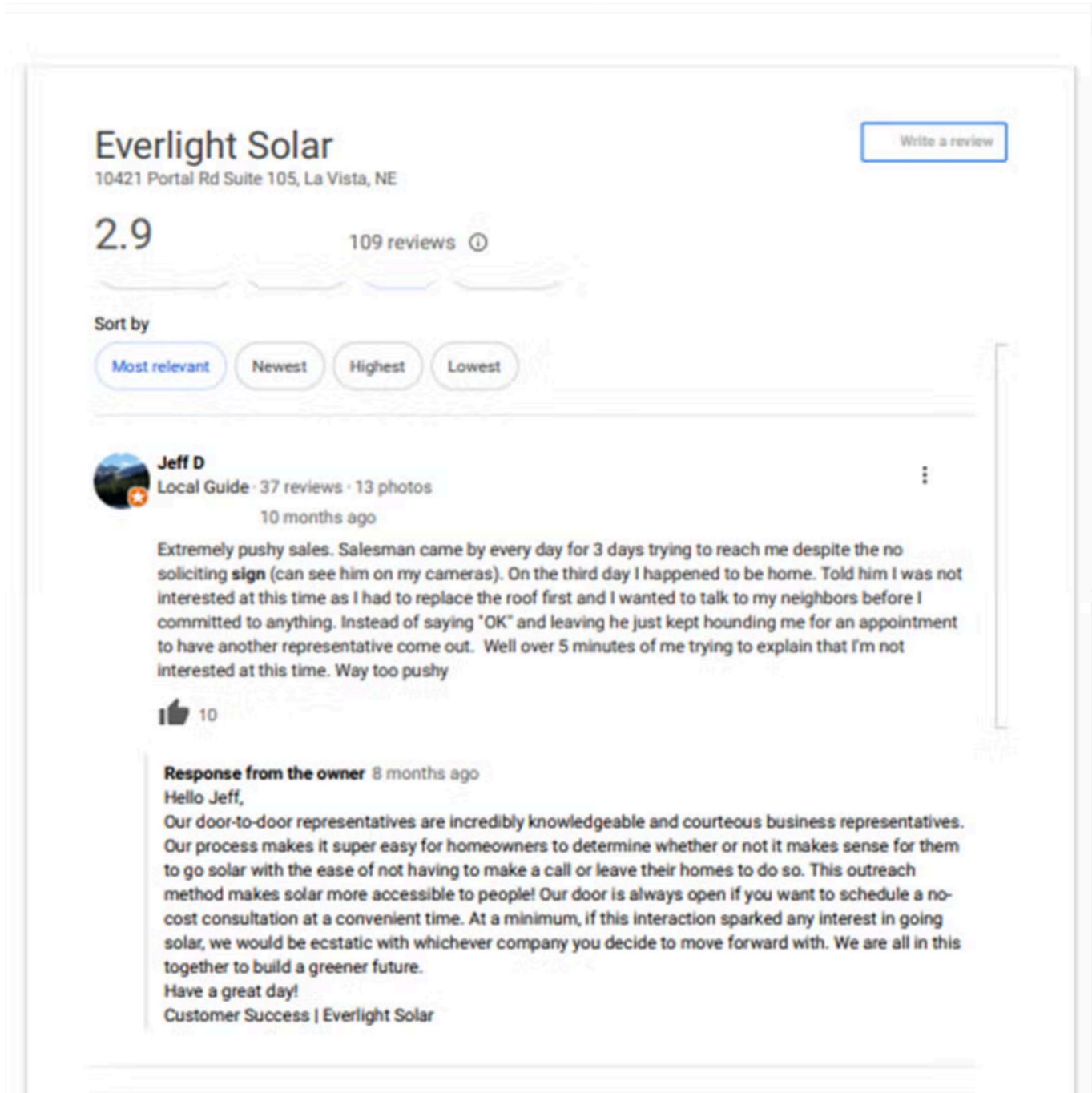
Attorney General Mike Hilgers Files Lawsuit against Everlight Solar for Unlawful Door-to-Door Sales Tactics & Misleading Consumers

Posted: Wednesday, May 8, 2024

Lincoln—Nebraska Attorney General Mike Hilgers has filed a lawsuit against Everlight Solar for unlawful door-to-door sales tactics and misleading consumers while selling solar panel systems.

Everlight's salespeople make deceptive representations about the potential cost savings associated with solar panels. For example, Everlight has misled customers into believing falsely that purchasing panels would lead to the total elimination of their electric bills or that customers would generate enough power to receive a reimbursement check. Everlight also uses misleading savings models that omit relevant information and accurate data that could result in projections that show consumers spending more on panels than they would save.

Everlight's salespeople also engage in prohibited solicitation tactics that are aggressive and intrusive. For example, they ignore "no solicitation" signs, knock on doors outside of permitted solicitation hours, including as late as 9:00 p.m., and refuse to leave until they've secured a sale. As evidenced in numerous online reviews, Everlight is unapologetic and defends its salespeople's unlawful behavior.



“Despite many complaints, Everlight continues to use unlawful sales tactics that disturb Nebraskans in their homes and violate solicitation codes. Consumers have also complained that Everlight misled them to believe the panels would save them money and perform in manners they do not,” said Attorney General Mike Hilgers. “Our office is stepping in to put a stop to these unlawful tactics and misrepresentations that seek to take advantage of Nebraskans in a tough economy.”

The lawsuit focuses on:

- **Unlawful Sales Tactics:** Everlight’s salespeople unlawfully harass consumers in the sanctity of their homes by ignoring “no solicitation” signs, refusing to leave after

consumers decline services or ask them to leave, and visiting homes outside of permitted solicitation hours.

- **Deceptive Representations Regarding Potential Cost Savings:** Everlight uses misleading cost estimates, causing consumers to purchase costly solar systems that may cost more than they save, and misleads consumers to believe that they will no longer incur an electric bill or that they will receive reimbursement checks when neither is the case.
- **Deceptive Representations Regarding Partnerships:** Everlight's salespeople take advantage of the goodwill of Nebraska institutions, such as OPPD and local athletic programs, by misrepresenting their relationship and causing consumers to believe that these institutions tacitly endorse Everlight's sales tactics, services, and products.

The lawsuit was filed in the District Court of Lancaster County, Nebraska. The complaint alleges Everlight Solar violated the Consumer Protection Act and the Uniform Deceptive Trade Practices Act.

The Attorney General is asking the court to order Everlight to stop its unfair and deceptive sales tactics and pay penalties, among other relief.

For more information or to file a complaint related to this case, consumers can contact the Nebraska Attorney General's office at ProtectTheGoodLife.Nebraska.gov.

Download Court Filing
(/sites/default/files/doc/2024.05.08
%20Complaint%20Filed%20Stamped
.pdf)

Download News Release
(/sites/default/files/doc/Everlight%20
Final%20Version.pdf)

Nebraska Attorney General
1445 K Street, Room 2115
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IN THE DISTRICT COURT OF LANCASTER COUNTY, NEBRASKA

STATE OF NEBRASKA, ex rel.
MICHAEL T. HILGERS,
ATTORNEY GENERAL,

Plaintiff,

v.

SUNBURN CONSTRUCTION,
LLC D/B/A EVERLIGHT
SOLAR, a Wisconsin limited
liability company.

Defendant.

CI24-_____

COMPLAINT

The State of Nebraska, ex rel. Michael T. Hilgers, by and through the undersigned attorneys (“Attorney General” or “State of Nebraska”) brings this action against Sunburn Construction, LLC d/b/a Everlight Solar (“Everlight”) to protect Nebraskans against deceptive and unfair business practices.

As described further below, Everlight uses harassing sales tactics, falsely associates with Nebraska institutions to trade on their good will, and misrepresents the costs and benefits of solar to Nebraskans. These misleading activities violate state law and harm Nebraskans, and the State of Nebraska files this action to protect consumers.

BACKGROUND

1. In today's inflationary environment, escalating costs have created a crushing burden on Nebraskans and their families. While Nebraskans historically have enjoyed some of the lowest power costs in the country, many Nebraskans are looking for ways to cut their day-to-day expenses, including their electric bills.

2. One option to lower monthly costs is through the deployment of residential rooftop solar panels. Local electric utilities, such as Omaha Public Power District (OPPD), have adopted programs that allow Nebraskans to provide the energy generated from their panels to the public power grid, helping to mitigate the cost of power.

3. While solar panels can help mitigate the monthly electricity bills, they are not cheap investments. According to MarketWatch's recent consumer survey, on average, solar panels cost between \$15,000 to \$20,000, inclusive of installation. *See* Faith Wakenfield, *How Much Do Solar Panels Cost? (2024 Guide)*, MarketWatch (Apr. 23, 2023), <https://www.marketwatch.com/guides/solar/solar-panel-cost/>.

4. Given these upfront costs, it can take an average of 6 to 10 years for a customer to break even on their investment. *See* SOLAR.COM, *Solar Loans: Financing Rates, Loan Terms, and More*, <https://www.solar.com/learn/solar-loans/> (last visited April 29, 2024). And that is only if they can pay for the entirety of the panels up front; financing a solar panel purchase (which most must do given the expense), adds to the overall costs of a project. According to industry estimates, solar loans average 8 to 20 years.

5. Given the costs and long-term commitment, it is critical that Nebraskans have access to honest companies who treat them fairly. Nebraska public utilities have developed programs and incentive structures to help consumers navigate the issues pertaining to solar installation; OPPD has created standards for partner companies, and rebates for consumers who use those companies.

6. Not all companies are partners with OPPD, and not all companies follow those standards of good behavior.

7. One such company is Everlight. Everlight harasses consumers in their homes, ignores non-solicitation laws, misrepresents material facts to consumers, and falsely associates with legitimate institutions. These are unlawful business practices under Nebraska law.

8. For instance, Everlight combines aggressive sales tactics and misleading statements to coerce customers into signing contracts with Everlight. Everlight ignores a whole host of non-solicitation laws, such as salespeople ignoring “no solicitation signs”; knocking on doors to pitch sales after dark (as late as 9:00 p.m. in the evening); and refusing to leave the premises of prospective customers until Everlight secures a sale.

9. In addition, Everlight also misrepresents its relationship with a number of respected local institutions in an effort to convey unearned reputational legitimacy. For example, despite not being one of the OPPD partners (the utility had severed ties with Everlight), Everlight has continued to claim it was associated with OPPD. Upon information and belief, Everlight also has falsely claimed partnerships with the athletic departments of the University of Nebraska Omaha and Creighton.

10. Everlight also has misled consumers with a number of misrepresentations about how much money they would save. For example, Everlight has claimed that customers would never have to buy electricity again, which is false.

11. As a result of Everlight’s unlawful conduct, many consumers are now saddled with debt and lengthy payment contracts they did not fully understand. For some of these misled consumers, the panels will end up costing more than they will potentially save, but they are now stuck under a long-term contract with no realistic path to unwind the harm caused by Everlight.

12. The Nebraska Attorney General is responsible for enforcement of the CPA, UDTPA, and other state and federal laws that affect Nebraska Consumers. Neb. Rev. Stat. §§ 59-1608 and 87-303.05.

13. The Attorney General has cause to believe that Defendants have violated the CPA and UDTPA and brings this action in the public interest because Defendants have harassed, misled, and deceived Nebraskan consumers.

PUBLIC INTEREST

14. The Attorney General believes this action to be in the public interest of the citizens of the State of Nebraska and brings this lawsuit under the CPA, UDTPA, and his statutory and common law authority, powers, and duties.

PARTIES

15. The State of Nebraska, by and through its Attorney General and on behalf of all of Nebraska's citizens and consumers, is the Plaintiff in this action.

16. The Attorney General of Nebraska is Nebraska's Chief Law Enforcement Officer. The Attorney General is expressly authorized to enforce Nebraska's consumer protection laws, including both the CPA and UDTPA. Neb. Rev. Stat. §§ 59-1608(1) and 87-303.05(1).

17. In addition to his express statutory authority, the Attorney General has standing to bring a legal action, in the name of the State, when the object of that action is a suit to vindicate the public interest.

18. Sunburn Construction, LLC d/b/a Everlight Solar is a Wisconsin Limited Liability Company incorporated in the State of Wisconsin and with its principal place of business at 1155 Clarity Dr. Suite 203 Verona, Wisconsin 53593.

JURISDICTION AND VENUE

19. This Court has jurisdiction over the subject matter of this action under Neb. Rev. Stat. §§ 59-1608 and 87-303.05(1) because Defendants transacted business within the State of Nebraska at all times relevant to this Complaint.

20. This Court has personal jurisdiction over Sunburn Construction, LLC because the conduct and injuries from which the Complaint arose took place in Nebraska, harmed Nebraskans, and specifically targeted Nebraskans.

21. Venue for this action properly lies in the District Court of Lancaster County under Neb. Rev. Stat. §§ 59-1608.01 and 87-303.05(1).

FACTS

22. Everlight operates as and represents itself as a supplier and installer of solar panels.

23. Since 2021, Everlight has offered its solar installation services in the State of Nebraska.

24. Everlight makes efforts to sell its installation services in the Omaha Metropolitan Area, including Douglas and Sarpy Counties.

25. On its website, Everlight markets its solar products, claiming that if consumers can afford their electric bill, they can also afford to go solar. *See* Figure A.

Figure A



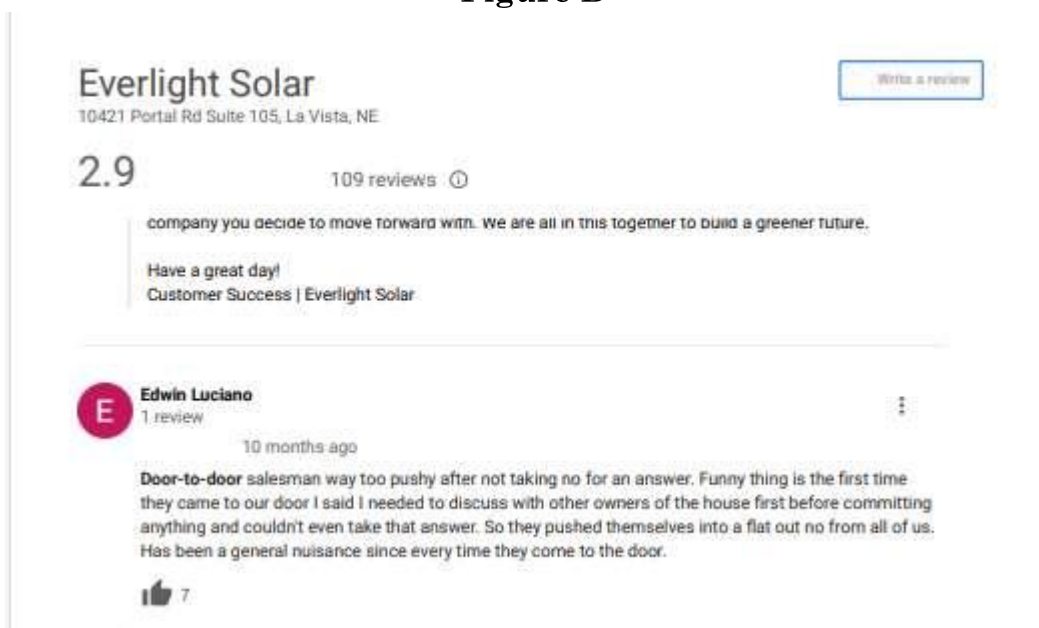
I. Aggressive Sales Tactics

26. Everlight uses door-to-door salespeople to encourage consumers to schedule a “free consultation” regarding the installation of solar panels on the consumer’s home.

27. A common trait among Everlight’s salespeople is their aggressive sales tactics. These tactics have left consumers alarmed, frustrated, and angry. As demonstrated further below, despite being on notice as to the harm these tactics have caused, Everlight is unapologetic about its unsavory behaviors.

28. Everlight’s google business reviews illuminate some of the instances of harassment and abuse suffered by Nebraska consumers and demonstrate that the behaviors are patterned and intentional. See Figure B.

Figure B



29. Everlight salespeople will solicit sales at consumer homes despite the posting of “no solicitation” signs. *See* Figure C, Figure D, Figure E, Figure F.

30. This is despite solicitation at homes with “no solicitation” signs being generally contrary to public policy as reflected in the municipal codes of areas around where Everlight and its salespeople operate. For example, Papillion Municipal Code § 146-11 prohibits soliciting at homes with no solicitation signs. *See also* Bellevue Municipal Code § 23-25 (prohibiting soliciting at homes with no solicitation signs).

Figure C

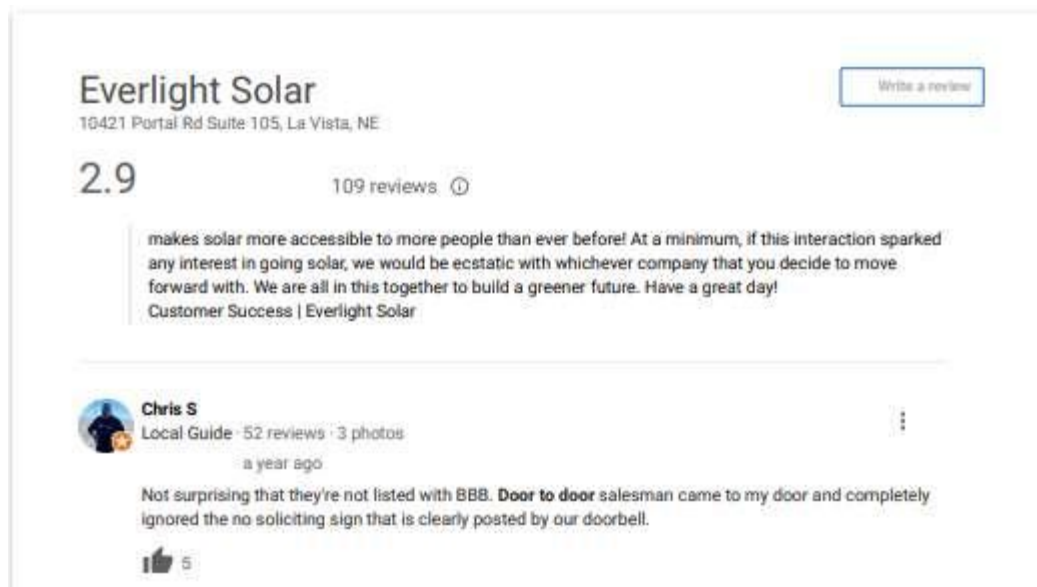


Figure D

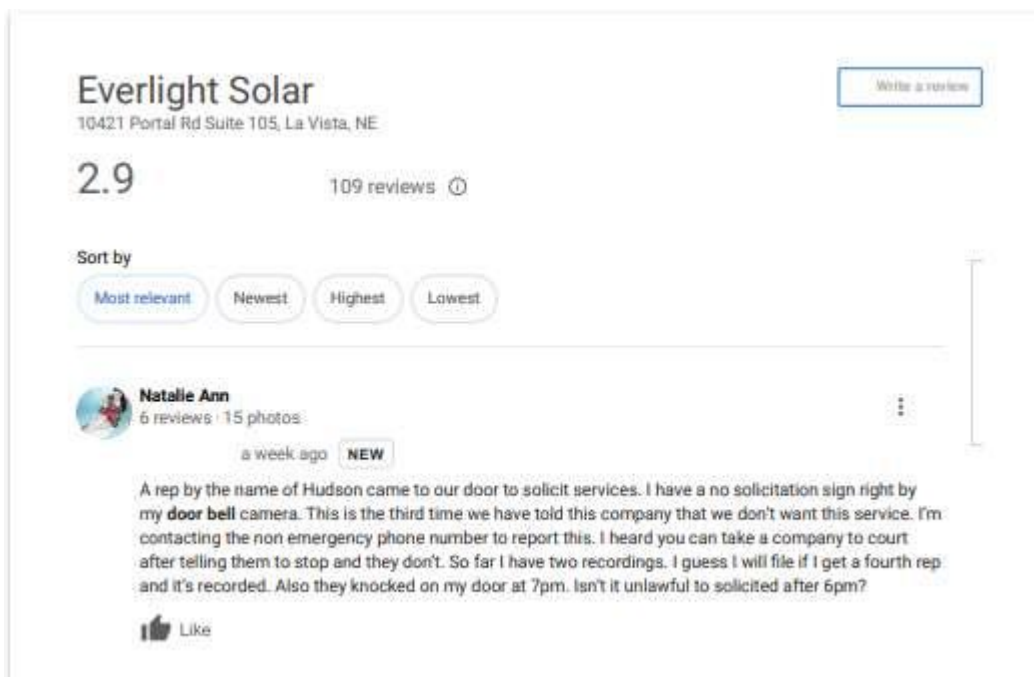


Figure E

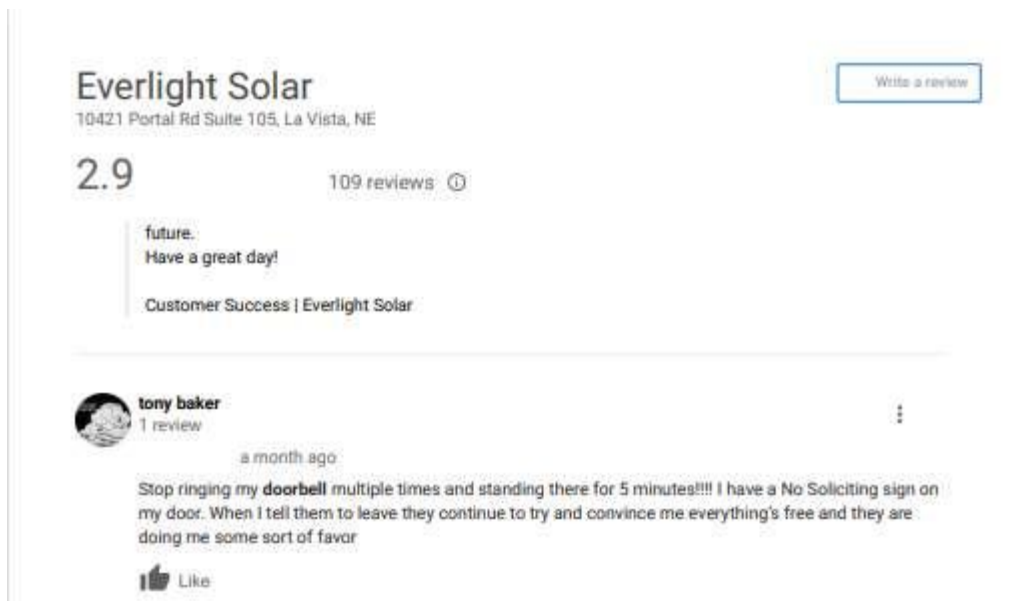
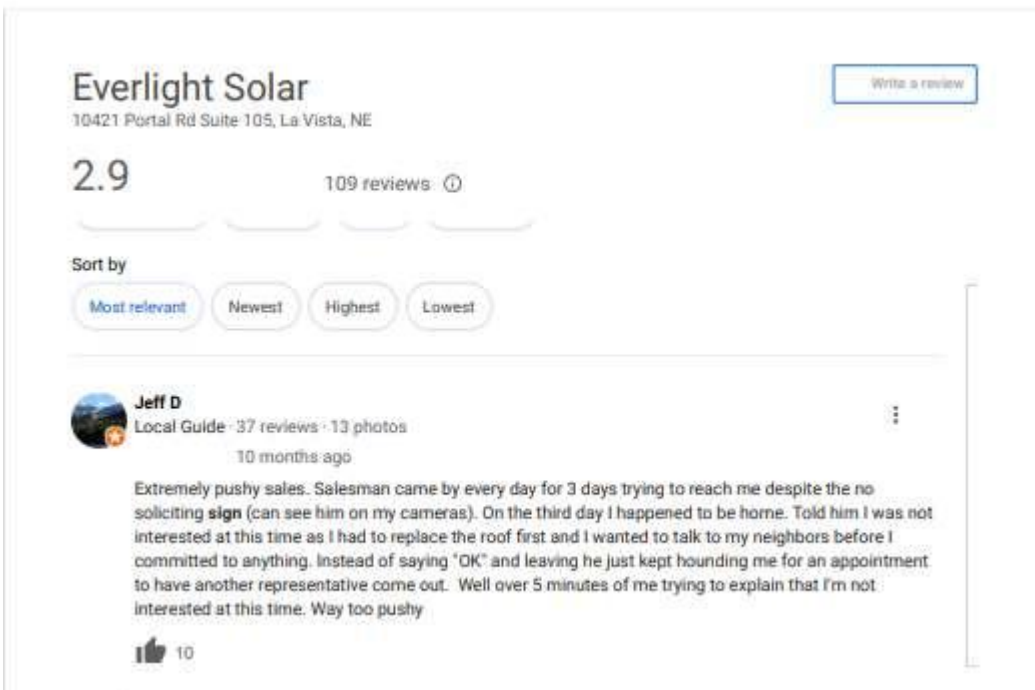


Figure F



31. Everlight salespeople will solicit sales late into the evening, which has left some Nebraska consumers feeling unsafe. *See* Figure G.

Figure G



32. Upon information and belief, Everlight salespeople solicited a sale as late as 9 p.m.

33. This is despite home solicitation after 6 p.m. being generally contrary to public policy as reflected in the municipal codes of areas around where Everlight and its salespeople operate. For example, Omaha Municipal Code § 19-89 prohibits home solicitation by peddlers after 6 p.m. Bellevue Municipal Code § 23-25 prohibits solicitation after 7 p.m. Bennington Municipal Code § 4-308 prohibits home solicitation after 6 p.m. Papillion Municipal Code § 146-11 generally prohibiting sales after 7 p.m. for half of the year.

34. These sales pitches will often contain representations related to potential cost savings associated with the installation of solar panels, as well as an offer to schedule a “free consultation.”

35. Despite consumers declining the offer for a “free consultation,” Everlight’s salespeople will stay at the homes of these consumers and continue to pitch their services well after the consumer has refused the solicitation. *See* Figures H, I, and J.

Figure H

Everlight Solar

10421 Portal Rd Suite 105, La Vista, NE

2.9

109 reviews ⓘ



Dr. Jonathan D. Olson, EdD

10 reviews · 3 photos

2 months ago

⋮

Please train your **door-to-door** sales personnel in common courtesy. I understand that his job is to sell and I provided him respect by listening to his sales pitch but after I respectfully declined to schedule an appointment on three separate occasions, he continued to push the sale. He needs to read his audience and provide me the respect as a possible lead. Unfortunately, through this experience, Everlight Solar lost a potential lead.



2

Write a review

Figure I

Everlight Solar

10421 Portal Rd Suite 105, La Vista, NE

2.9

109 reviews ⓘ

company you decide to move forward with. We are all in this together to build a greener future.

Have a great day!

Customer Success | Everlight Solar



Greg Catarra

12 reviews · 1 photo

2 months ago

⋮

Creepiest **door to door sales** person I have encountered. He knocked on the door, I listened to the pitch for a minute, said I wasn't interested but he just kept talking even as I closed the door and I kept saying "not interested". He then remained standing on my porch talking his pitch until I came back and opened the door again to tell him to leave. He continued to ignore me and kept talking over me until I shut the door a second time. Eventually he walked away.



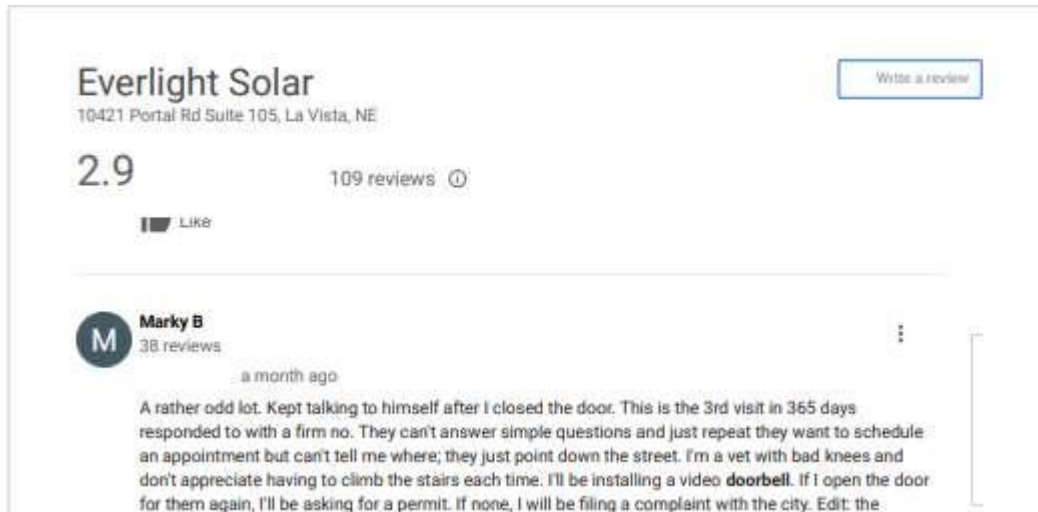
1

Write a review

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Figure J

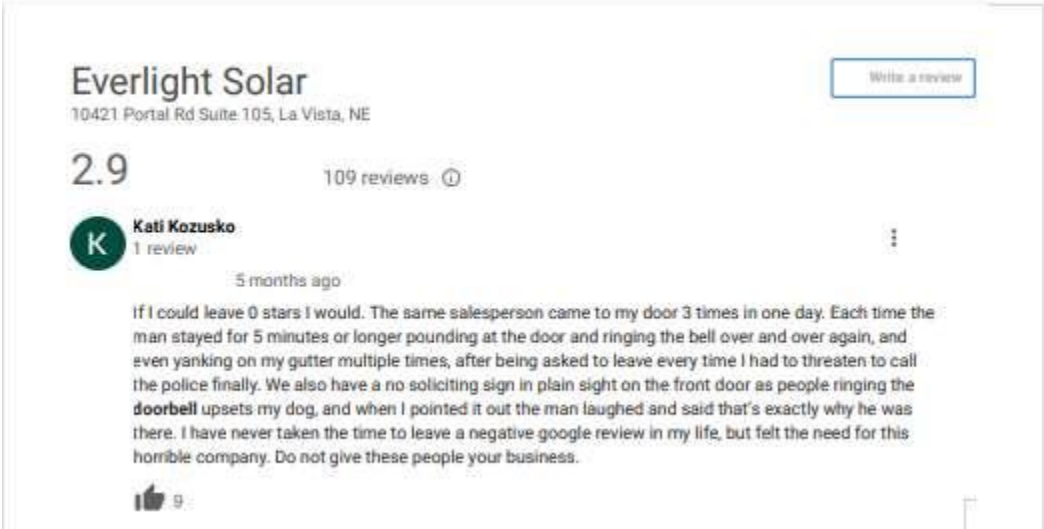


36. In one such instance, a salesperson remained on a consumer's property for five minutes, continuing to solicit Everlight's services after the consumer had both declined and closed the door.

37. On another occasion, a salesperson stayed on a consumer's property for 1.5 hours and would not leave until the consumer signed a solar contract.

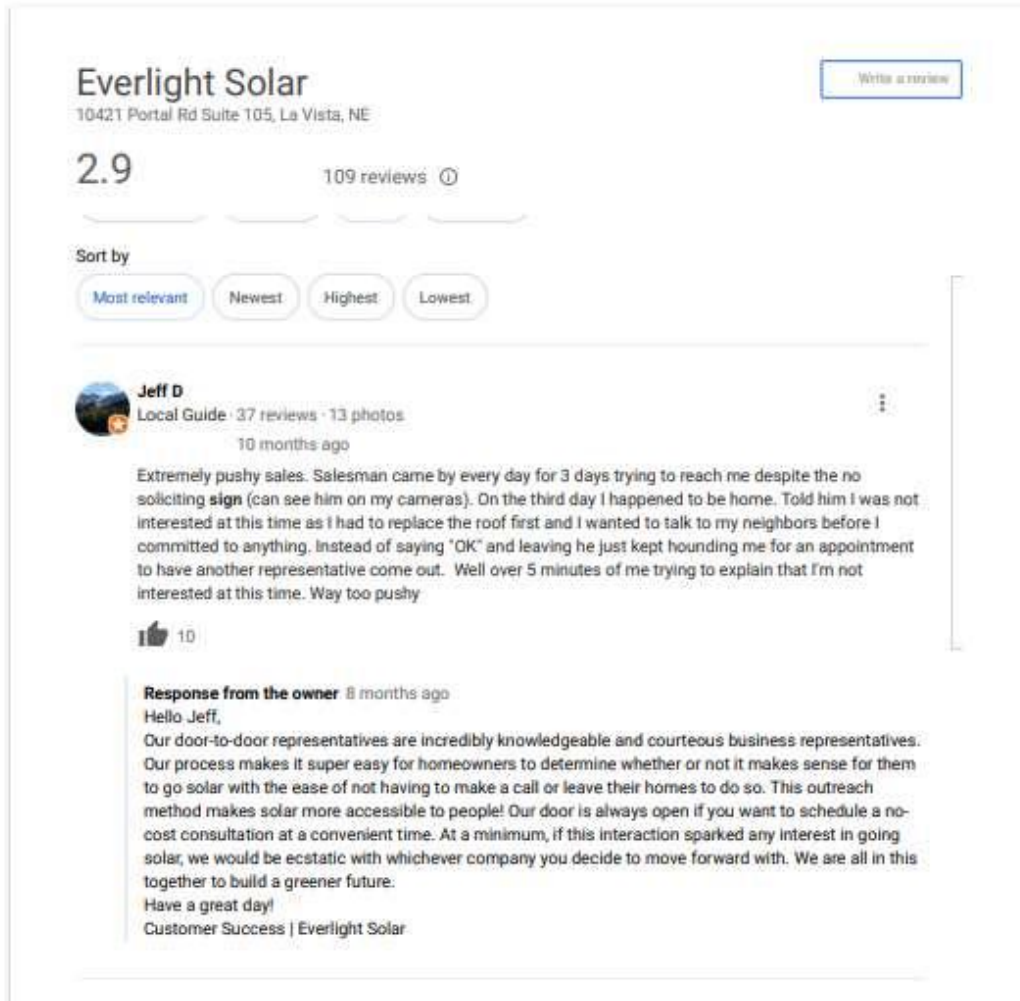
38. Everlight's salespeople will also revisit the same home to remake sales solicitations despite the fact that their services had been declined just hours before. See Figure K.

Figure K



[REMAINDER LEFT INTENTIONALLY BLANK]

Figure L



39. Despite one consumer having a “no solicitation” sign, an Everlight salesperson reportedly went to the consumer’s home three days in a row. See Figure L. Rather than apologize or recognize this error, Everlight simply justified its harassing tactics and then attempted to sell the consumer in its response.

II. Misrepresentations Regarding Cost Savings

40. A common representation by Everlight and its salespeople is the cost savings associated with purchasing Everlight solar panels.

41. Omaha Public Power District is a publicly owned electric company serving the entirety of Douglas County and Sarpy County, Nebraska.

42. Everlight salespeople expressly or implicitly frame the cost savings as associated with net metering.

43. Net metering is a program where OPPD purchases the excess energy produced by buildings on its grids, including residential dwellings with solar panels attached to its grid.

44. Some Everlight salespeople represented they were associated with the local net metering program, such as the one associated with OPPD.

45. Everlight salespeople in the Omaha area represent that by purchasing their solar panels, consumers will eliminate their monthly bills from OPPD or even potentially receive a yearly reimbursement check from OPPD for up to \$250 for the power generated by Everlight installed solar panels.

46. Everlight's consultation materials reinforce this representation with deceiving estimates that solar power will offset 98% of a consumer's annual utility costs. A copy of Everlight's consultation materials is attached as Exhibit 1.

47. Despite these representations, consumers still pay electric bills after going solar. Everlight admits that energy systems will still "draw from the grid" when the solar-powered system is "not producing all of the power" that the consumer needs. *See* EVERLIGHTSOLAR, <https://everlightsolar.com/solar-plans/> (last visited April 29, 2024) ("Can I go off grid with solar panels?").

48. Everlight has caused confusion for Nebraska consumers who believed buying Everlight's services would eliminate consumers' monthly bill from OPPD.

49. For example, at least one Nebraska consumer went 5 months without paying his OPPD power bill because he believed energy produced by Everlight's solar panels would cover his entire bill.

50. In Everlight's consultation materials, it compares the average power cost per kilowatt-hour (kWh) over a 25-year period between three scenarios. *See* Exhibit 1.

51. The first option, "The Cost of Doing Nothing," asserts if the consumer only purchases power from OPPD over a 25-year period, the consumer will ultimately pay \$90,080 in utility costs.

52. Everlight's consultation materials then presents two other options where the consumer finances the purchase of solar panels through a 15-year or 20-year solar loan.

53. Everlight suggests, by financing the 20-year option, consumers could save up to \$40,121 over a 25-year period. This would be a potential average cost savings to consumers of \$1,604.84 per year.

54. Everlight suggests, by financing the 15-year option, consumers could save up to \$44,196 over a 25-year period by generating solar power. This would be a potential average cost savings to consumers of \$1,767.84 per year.

55. Net metering, however, only affects the variable rate charged by OPPD. OPPD charges consumers for both fixed and variable costs associated with the provision of its utility services.

56. Everlight's calculation based on average power cost per kWh overstates the potential cost savings associated with purchasing solar panels in part because it does not account for the fixed costs associated with the provision of OPPD's utility services.

57. Everlight's consultation materials assume that annual residential utility prices will increase 4-8% year over year.

58. Everlight's annual increase, however, grossly overstates expected annual residential utility increases. The U.S. Energy Information Administration projects approximately a 2% residential annual increase between 2024 and 2050 for Nebraska and other parts of the West North Central U.S. Census Bureau region.

59. By adjusting the increase to 2% instead of 4-8%, a Nebraskan consumer taking out the 15-year solar loan is more likely to save approximately \$421, rather than \$1,767.84 amount claimed by Everlight. This number, however, is still not accurate.

60. This potential savings does not factor in the costs associated with annual inspection, servicing costs, cleanings, and environmental-related repairs and maintenance. Nor does it factor in Nebraska-specific risks and costs. For example, hailstorms in Nebraska have caused significant damage to solar panels, including taking out a whole solar farm in Scottsbluff. *See, e.g., Thomas Catenacci, Nebraska solar farm crippled by hail, underscoring power source's fragility*, FOX NEWS (June 29, 2023), <https://www.foxnews.com/politics/nebraska-solar-farm-crippled-hail-underscoring-power-sources-fragility>.

61. Numerous sources, such as Forbes Home, Marketwatch, and CNET, recommend spending on preventative measures for solar panels, placing these costs anywhere from as low as \$140 to over \$500. *See Nick Gerhardt, The Ultimate Solar Panel Maintenance Guide To Keep Your Panels Working As Efficiently as Possible*, ForbesHome (Mar. 15, 2024), <https://www.forbes.com/home-improvement/solar/solar-panel-maintenance-tips/#:~:text=Solar%20Panel%20Installer-.Solar%20Panel%20Maintenance%20Cost,and%20cleanings%20can%20cost%20%24150>; *See also* Leonardo David, *Guide to Solar Panel Maintenance*, MarketWatch (Dec. 28, 2023), <https://www.marketwatch.com/guides/solar/solar-panel-maintenance/>; *See also* Jackie Lam & Erin Gobler, *Solar Panel Maintenance Guide: Keep Your Panels Clean*, CNET (Jan. 22, 2024),

<https://www.cnet.com/home/energy-and-utilities/solar-panel-maintenance-guide-how-to-clean-and-repair-solar-panels/>.

62. Lastly, Everlight's calculations ignore the money spent on electricity when solar is not available and the energy system would have to rely on the grid.

63. In sum, Everlight overstates consumer savings in a misleading manner, misrepresents solar as a total market replacement for electric, omits important collateral costs of solar energy, and is potentially misleading some consumers into spending more than they would actually save, resulting in a net loss.

III. Misrepresentations Regarding Partnerships with OPPD and Other Community Institutions

64. An element of Everlight's business model relies upon the goodwill generated by Nebraska institutions, such as Omaha Athletics, Creighton Athletics, and OPPD.

65. OPPD offers a rebate program where consumers can get a \$2,000 solar rebate check from OPPD.

66. To qualify, a consumer needs to seek services from an OPPD trade "ally" that will handle the application, design, and installation process.

67. Prior to 2023, Everlight was a member of OPPD's trade ally program.

68. In December of 2022, because of Everlight's deceptive conduct, OPPD terminated Everlight's status with its trade ally program.

69. After this relationship was terminated, Everlight salespeople continued to represent that their installations were associated with the local net metering program offered by OPPD.

70. On information and belief, Everlight salespeople dressed in attire similar to that worn by employees of OPPD. This has misled consumers to believe they were offering panel services as employees of OPPD.

71. Consumers have complained to OPPD about Everlight salespeople, believing they were OPPD employees.

72. In addition to falsely associating with OPPD, Everlight also prominently displays the logos of Omaha Athletics and Creighton Athletics on its website, claiming to be a “Proud Partner” of the local sports programs and listing other programs that it claims to partner with or sponsor. *See Figure M.*

Figure M



73. Upon information and belief, Everlight is not a “partner” of Creighton.

74. Likewise, upon information and belief, Everlight does not appear to be a “partner” of Omaha Athletics.

75. The benefits of appearing to have relationships with local college athletics programs are obvious; Nebraskans’ love and support for college athletics rival the most devoted sports fandoms. Having close ties with a local college athletic program would therefore carry considerate goodwill with Nebraska consumers.

**COUNTS I THROUGH III:
VIOLATIONS OF THE CONSUMER PROTECTION ACT,
DECEPTIVENESS
(Neb. Rev. Stat. §59-1601 et seq.)**

76. The State of Nebraska realleges the facts above and incorporates them herein by reference.

77. Everlight is a “person” within the meaning of the CPA, Neb. Rev. Stat. § 59-1601(1).

78. Everlight conducts “trade and commerce” within the meaning of CPA, Neb. Rev. Stat. § 59-1601(2).

79. The CPA, Neb. Rev. Stat. § 59-1602, prohibits “...deceptive acts or practices in the conduct of any trade or commerce.”

80. An act or practice is deceptive if it possesses the tendency or capacity to mislead or creates the likelihood of deception.

81. Everlight engaged in deceptive acts or practices in violation of the CPA, Neb. Rev. Stat. § 59-1602 by, without limitation:

- a. Representing expressly or by implication that Everlight is associated with Omaha Public Power District when it is not associated with Omaha Public Power District.
- b. Representing expressly or by implication that purchase of Everlight’s solar panel services will eliminate a consumer’s utility bill from Omaha Public Power District when Everlight solar panel services do not have that quality.

- c. Representing expressly or by implication that the purchase of Everlight's solar panel services have cost savings they do not have.

82. Everlight's actions constitute deceptive acts or practices in the conduct of any trade or commerce in violation of Neb. Rev. Stat. § 59-1602.

**COUNTS IV THROUGH VIII:
VIOLATIONS OF THE CONSUMER PROTECTION ACT,
UNFAIRNESS
(Neb. Rev. Stat. §59-1601 et seq.)**

83. The State of Nebraska realleges the facts above and incorporates them herein by reference.

84. Everlight is a "person" within the meaning of the CPA, Neb. Rev. Stat. § 59-1601(1).

85. Everlight conducts "trade and commerce" within the meaning of CPA, Neb. Rev. Stat. § 59-1601(2).

86. The CPA, Neb. Rev. Stat. § 59-1602, prohibits "unfair...acts or practices in the conduct of any trade or commerce."

87. An act or practice is unfair if it offends public policy as established within some common law, statutory, or other established concepts of unfairness, or is immoral, unethical, oppressive, unscrupulous, or causes substantial injury to consumers.

88. Everlight engaged in unfair acts or practices in violation of the CPA, Neb. Rev. Stat. § 59-1602 by, without limitation:

- a. Using a relay of salespeople to attempt to induce consumers to purchase Everlight services where services have already been refused.
- b. Remaining on property knowing that they are not licensed or privileged to do so where notice against trespass is given by actual communication contrary to the law and public policy against trespassing as reflected in Neb. Rev. Stat. § 28-521(a).
- c. Entering or remaining on property knowing that they are not licensed or privileged to do so where notice against trespass is given by the posting of “no solicitation signs” or similar signage that is reasonably likely to come to the attention of the intruders contrary to the law and public policy against trespassing as reflected in Neb. Rev. Stat. § 28-521(b).
- d. Soliciting sales outside of solicitation hours contrary to public policy as established in the relevant municipal codes where such solicitations occurred.

89. Everlight’s actions constitute unfair acts or practices in the conduct of any trade or commerce in violation of Neb. Rev. Stat. § 59-1602. Each and every act constitutes a separate and independent violations of the CPA. Neb. Rev. Stat. § 59-1602.

**COUNTS VIII THROUGH XII:
VIOLATIONS OF THE UNIFORM DECEPTIVE TRADE
PRACTICE ACT,
DECEPTION
(Neb. Rev. Stat. § 87-301 et seq.)**

90. The State of Nebraska realleges the facts above and incorporates them herein by reference.

91. Section 87-302(a) of the UDTPA specifies multiple practices, which when conducted during business, constitute a deceptive trade practice.

92. Everlight is a “person” within the meaning of UDTPA, Neb. Rev. Stat. § 87-301(19).

93. Everlight engaged in deceptive trade practices in violation of UDTPA, Neb. Rev. Stat. § 87-302 by, without limitation:

- a. Representing expressly or by implication that Everlight is associated with Omaha Public Power District when it is not associated with Omaha Public Power District. Neb. Rev. Stat. § 87-302(a)(5).
- b. Causing the likelihood of confusion or misunderstanding regarding Omaha Public Power District’s sponsorship of Everlight’s services. Neb. Rev. Stat. § 87-302(a)(2).
- c. Causing the likelihood of confusion or misunderstanding as to the affiliation of Everlight with Omaha Public Power District. Neb. Rev. Stat. § 87-302(a)(3).
- d. Representing expressly or by implication that purchase of Everlight’s solar panel services will eliminate a consumer’s utility bill from Omaha Public Power District when its solar panels do not have that quality. Neb. Rev. Stat. § 87-302(a)(5).
- e. Representing expressly or by implication that Everlight’s solar panel services have cost savings that they do not have. Neb. Rev. Stat. § 87-302(a)(5).

94. Everlight’s actions constitute deceptive trade practices in violation of the UDTPA. Neb. Rev. Stat. § 87-302. Each and every advertisement, representation, and fraudulent representation

constitutes a separate and independent violation of the UDTPA. Neb. Rev. Stat. § 87-302.

PRAYER FOR RELIEF

WHEREFORE, the State of Nebraska, requests that this Court:

A. Permanently enjoin and restrain Defendant, its agents, employees, and all other persons or entities, corporate or otherwise, in active concert or participation with any of them, from engaging in conduct described in the Complaint to be in violation of the Consumer Protection Act, under Neb. Rev. Stat. § 59-1608(1).

B. Permanently enjoin and restrain Defendant, its agents, employees, and all other persons or entities, corporate or otherwise, in active concert or participation with any of them, from engaging in conduct described in the Complaint to be in violation of the Uniform Deceptive Trade Practices Act under Neb. Rev. Stat. § 87-303.05.

C. Permanently enjoin and restrain Defendant, its agents, employees, and all other persons and entities, corporate or otherwise, in active concert or participation with any of them, from engaging in deceptive or unconscionable acts or practices, in violation of the Uniform Deceptive Trade Practices Act under Neb. Rev. Stat. § 87-303.05.

D. Permanently enjoin and restrain Defendant, its agents, employees, and all other persons and entities corporate or otherwise, in active concert or participation with any of them, from engaging in deceptive or unfair acts or practices in violation of the Consumer Protection Act, under Neb. Rev. Stat. § 59-1608(1).

E. Order Defendant to pay civil penalties for each violation of the Consumer Protection Act and the Uniform Deceptive Trade Practices Act. Neb. Rev. Stat. §§ 59-1614 and 87-303.11.

F. Order Defendant to refund and allow injured consumers to exit contracts, under Neb. Rev. Stat. §§ 59-1608(2) and 87-303.05.

G. Order Defendant to pay the State's cost and attorney's fees in this matter, under Neb. Rev. Stat. §§ 59-1608(1) and 87-303(b).

H. Order any other relief that the Court deems just and equitable.

DATED this 8th day of May, 2024.

STATE OF NEBRASKA, Plaintiff

BY: MICHAEL T. HILGERS, #24483
Nebraska Attorney General

BY: /s/Justin C. McCully
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Everlight Solar

CUSTOM SOLAR ENERGY DESIGN

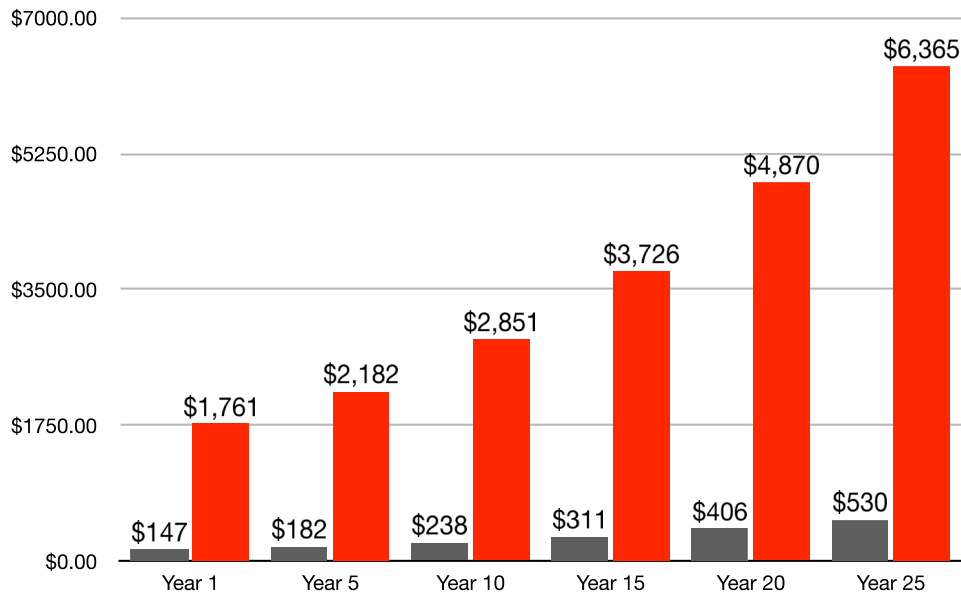
PREPARED FOR:

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

ENERGY CONSULTANT:

[REDACTED]
[REDACTED]
[REDACTED]

ENERGY COSTS



THE COST OF DOING NOTHING	
Estimated Current Avg. Monthly Bill	\$146.75
Estimated Current Annual Utility Bill	\$1,761
Estimated Annual Utility Price Escalator	4-8%
Estimated Projected 25-Year Cost	\$90,080

Solar is green in more ways than one.

Your solar system reduces your carbon footprint significantly, with an impact equivalent to:



17,383

Gallons of gasoline



21

Homes electricity use for 1 year



233

Tons of waste sent to landfill



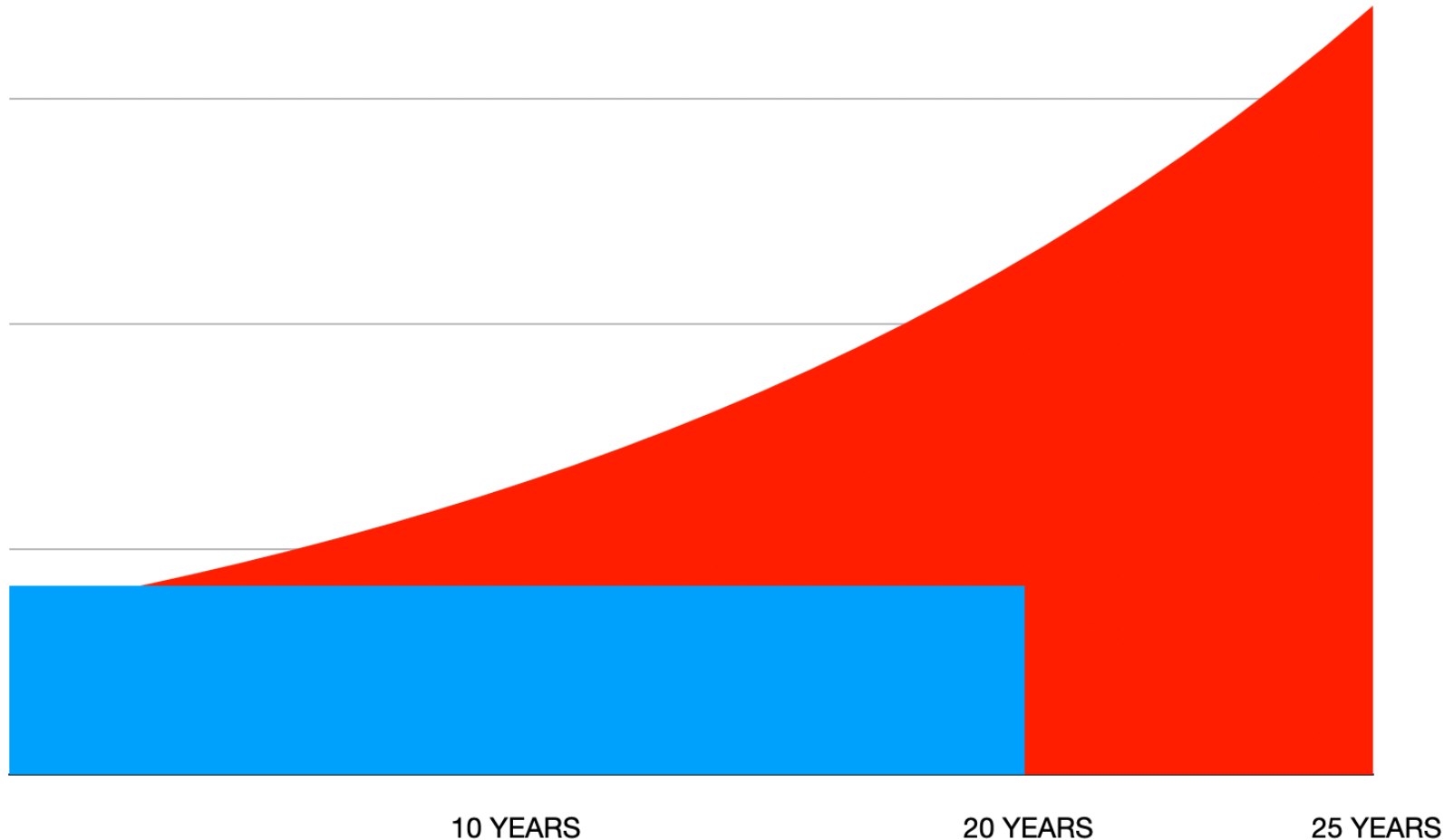
5,129

Trees growing for 10 years



Reduce dependence on fossil fuels and save the planet

TURN YOUR POWER BILL INTO AN INVESTMENT WITH NO UPFRONT COST



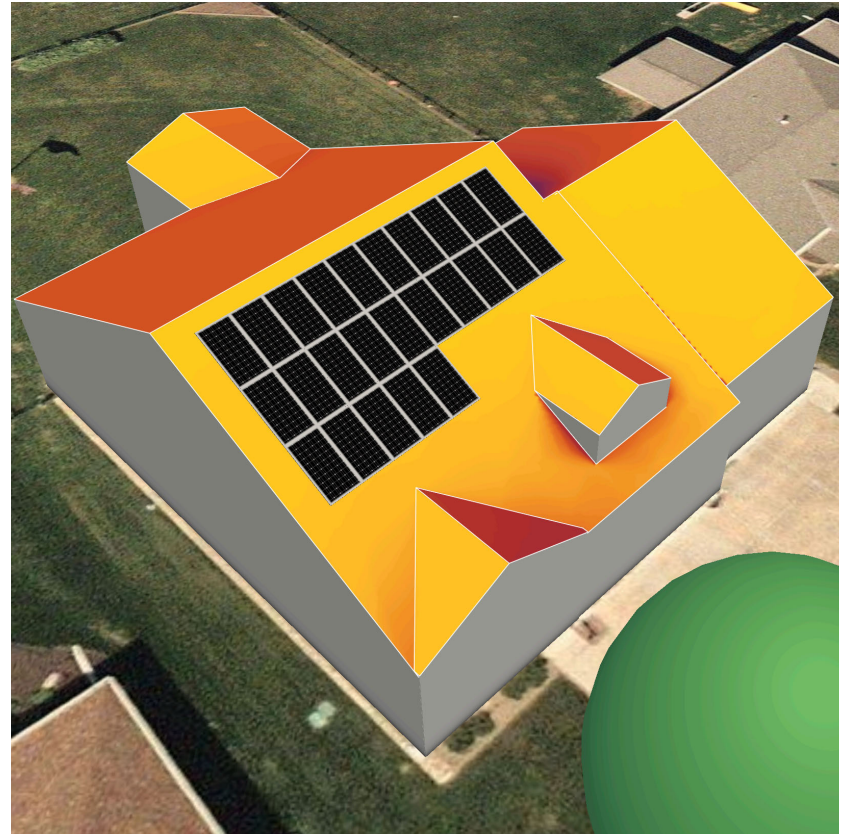
● Investment into solar ● Cost of renting power

YOUR SYSTEM DESIGN

Current Satellite Image



Custom Solar Design



SOLAR SYSTEM OVERVIEW

YOUR SOLAR SYSTEM DETAILS

SYSTEM SIZE (DC)

10 kW

ESTIMATED YEAR 1
PRODUCTION

13,025 kWh

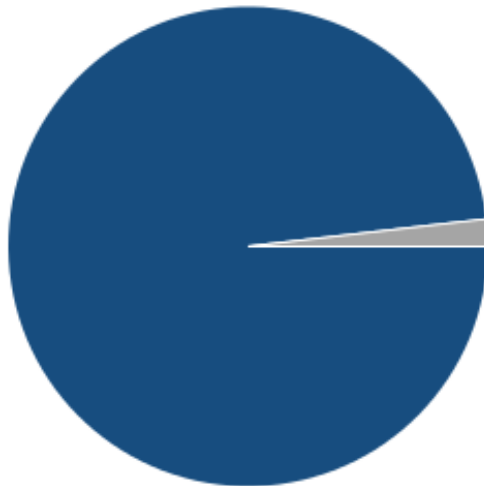
OUR ESTIMATED ANNUAL SOLAR SYSTEM OFFSET

SOLAR POWER

98%

UTILITY POWER

2%



SYSTEM HARDWARE

PREMIUM PANELS

25 QCELLS

QC-ML G10+ 400

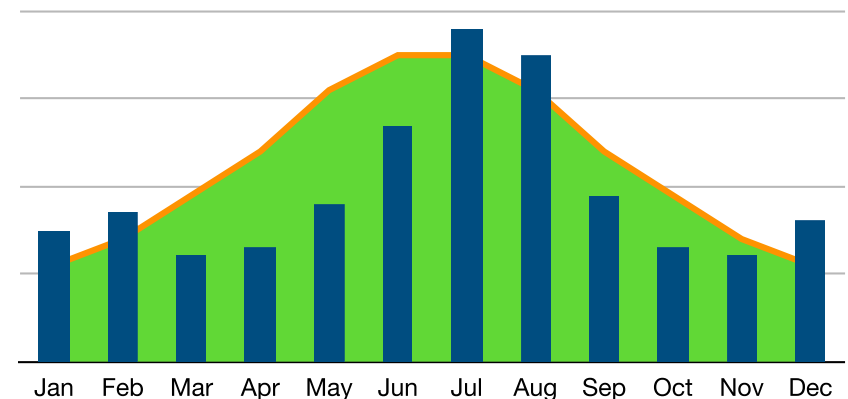
INVERTER

13 APsystems

DS3-S

TYPICAL CONSUMPTION AND PRODUCTION

Replace the electricity that you bought last year with the power of the sun



SOLAR SAVINGS OVERVIEW

MONTHLY LOAN PAYMENT

\$209

\$300

Monthly payment if incentive investment not paid toward loan during 16 month window



25 Year Average Power Cost per kWh

YOUR FINANCING OPTIONS

	Option #1	Option #2
Total System Cost	\$47,500	\$47,500
Federal Tax Credit (30%)	\$14,250	\$14,250
Net System Cost	\$33,250	\$33,250
25 Year Savings	\$40,121	\$44,196
Term Length	20 Years	15 Years
Monthly Payment	\$209	\$256

- Utility Power
- Solar Option #1
- Solar Option #2

ESTIMATED SAVINGS REPORT

Mosaic 20 Year 3.99

OPTION #1		
\$209	20 Years	\$40,121
SOLAR PAYMENT*	AGREEMENT TERM	25 YEAR SOLAR SAVINGS
25 year cost with utility		\$90,080
25 year solar cost		\$48,315
25 year remaining utility cost		\$1,643
TOTAL 25 YEAR SAVINGS		\$40,121

YOUR FINANCING OPTIONS	
	Option #1
Total System Cost	\$47,500
Federal Tax Credit (30%)	\$14,250
Net System Cost	\$33,250
25 Year Savings	\$40,121
Term Length	20 Years
Monthly Payment	\$209



SOLAR INCREASES YOUR HOME'S VALUE

A 2015 study from the Lawrence Berkeley National Laboratory shows that owning a solar system can add tens of thousands of dollars in value.

ESTIMATED SAVINGS REPORT

Mosaic 15 Year 3.99

OPTION #2

\$256 15 Years \$44,196

SOLAR PAYMENT*	AGREEMENT TERM	25 YEAR SOLAR SAVINGS
25 year cost with utility		\$90,080
25 year solar cost		\$44,240
25 year remaining utility cost		\$1,643

TOTAL 25 YEAR SAVINGS **\$44,196**

YOUR FINANCING OPTIONS

	Option #2
Total System Cost	\$47,500
Federal Tax Credit (30%)	\$14,250
Net System Cost	\$33,250
25 Year Savings	\$44,196
Term Length	15 Years
Monthly Payment	\$256



SOLAR INCREASES YOUR HOME'S VALUE

A 2015 study from the Lawrence Berkeley National Laboratory shows that owning a solar system can add tens of thousands of dollars in value.

*The figures in this proposal are estimates based on other systems in your area. The production and savings related to your system may vary.

The Everlight Solar video that was presented at the September 15, 2025, Council meeting for Item 8.1 Everlight Solar: Appeal of Revocation of Solicitor Licenses can be requested from the City Clerk's Office.



Request for Action

To
City Council

Item Number
8.2

Meeting Date
September 15, 2025

Prepared By
Joseph Hale, Environmental Services and Projects
Specialist

Item Description
Resolution 25-47: Approve Orono Lake
Improvement District 2026 Budget

Reviewed by
Cal Portner
Tina Allard

Action Requested

Adopt, by motion, Resolution 25-47 approving OLID Resolution 25-01, 2026 OLID Annual Service and Activities Charge Request.

Background/Discussion

By the Order Establishing Orono Lake Improvement District, the City Council shall review the OLID budget annually after the Annual Meeting in July or August of each year.

The proposed 2026 OLID Budget was submitted by the Board of Directors on September 5, 2025. This includes the OLID Annual Budget for Projects/Activities 1-8 detailed in the attachment for various projects costing \$21,390. OLID property owner's annual cost for 2026 is \$124 per unit for these activities.

The OLID Board submitted Resolution 25-01 certifying the annual services and activities charge request.

City staff were provided with the following voting results from the OLID Annual Meeting below.

The 2026 OLID Annual Services and Activities Charge Request was approved unanimously by the 28 lake property owners attending the annual meeting on August 26, 2025.

In addition, Kirk Erickson and Katie Ganfield were elected to a three-year term on the OLID Board.

Financial Impact
N/A

Mission/Policy/Goal
Together we win

Attachments

1. Draft OLID Resolution 2025
2. OLID Proposed Projects & Budget 2026

The Elk River Vision

A welcoming community with revolutionary and spirited resourcefulness, exceptional service, and community engagement that encourages and inspires prosperity



3. Resolution 25-01 2026 Service Charge Request
4. OLID CC Meeting Sept 15 2025 Presentation



**City of Elk River
City Council**

Resolution 25-47

**A Resolution of the City Council of the City of Elk River approving the
Orono Lake Improvement District Annual Budget for the Year 2026**

WHEREAS, in accordance with the Order Establishing the Orono Lake Improvement District (OLID), the City of Elk River (City) shall review the OLID budget annually following the Annual meeting which is held in July or August each year; and

WHEREAS, as referenced in the OLID Resolution 25-01, OLID Board of Directors has provided proper notice, met, and certified the assessment roll for the 2026 OLID service and activities charge; and

WHEREAS, OLID Board of Directors has requested, pursuant to Minnesota Statute, Section 103B.555, that the City impose a service charge on all eligible parcels within the OLID as per the 2026 Service Charge List in the amount of \$124.00 per full unit.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Elk River, Minnesota, as follows: That the Orono Lake Improvement District Annual Budget and service charge for the year 2026 is approved.

Passed and adopted this 15th day of September 2025.

John J. Dietz, Mayor

ATTEST:

Tina Allard, City Clerk



Orono Lake Improvement District (OLID) Proposed Budget 2026

	Project/Activity	Description: OLID Annual Services and Activities Fee	Budget
1	AIS Control Curly-leaf Pondweed (CLP)	Continue surveying and treatment where needed of this invasive species until CLP seed banks are eliminated. For 2026 the estimated acres requested to be treated is 32 to fit within the MN DNR maximum allowable without a variance (15% of the littoral area). Herbicide, mechanical and/or hand removal will all be considered. If MN DNR Grant funds remain available and are approved, costs to OLID could be reduced or funds carried over for following year use. Also, a Sherburne SWCD AIS grant will be applied for to help cover required independent contractor CLP delineation costs.	\$10,578
2	Sedimentation Monitoring and Management	Continue lake sonar surveys and baseline studies to monitor existing conditions, sediment sources and baseline sediment levels. Includes software licensing, monitoring equipment and data processing. Conduct or contract for feasibility studies and develop proposals for future dredging projects.	\$2,000
3	Undesirable Aquatic Vegetation and Organisms Public Waters Control/LVMP Support	Support contracted surveys and services necessary to maintain updates to our Lake Vegetation Management Plan (LVMP). MN DNR staff have stated that Water star-grass, and the distribution and density of any submerged aquatic plant, can vary significantly from season to season, particularly in a reservoir system like Lake Orono. Set-aside funds are needed to be prepared to act. Also, work with the City of Elk River to secure existing funds or seek additional funds through Minn. Statute 103G.625 for the control of CLP, harmful or undesirable aquatic vegetation and organisms in public waters.	\$4,000
4	Fisheries Survey, Preservation and/or Stocking	Continue to work with the DNR to determine fish stocking needs and the most appropriate species to select to stock as available and deemed appropriate. Also, assist with current awareness campaign for the need to continue encouraging catch and release.	\$2,000
5	Web Licensing and Maintenance	OLID membership communication, official document repository, director nomination forms, absentee election ballots, etc.	\$200
6	County Special Assessment Fee	Fee for Cities, Townships and LIDS to certify special assessment on the Sherburne County tax system (\$5.00/parcel/year).	\$920
7	Office Supplies and Organizational Expenses	Annual meeting notice mailing, location rental or refundable deposit, building staff supervision, P.O. Box, membership dues or other meeting-related or general supplies.	\$675
8	OLID Board Liability Insurance	Secure standard Liability Insurance for the OLID Board of Directors.	\$1,017
Total cost of goals 1 – 8			\$21,390*
*OLID property owner annual cost for 2026 of \$124.00 per unit.			

Note: A carryover of funds from year-to-year may be allowed to accommodate cash flow.

RESOLUTION 25 - 01

**RESOLUTION CERTIFYING
2026 OLID ANNUAL SERVICES AND ACTIVITIES
CHARGE REQUEST**

WHEREAS, pursuant to proper notice duly given as required by law, the Orono Lake Improvement District (OLID) has met and certified the assessment roll for the 2026 OLID services and activities charge;

NOW THEREFORE, be it resolved by the Board of Directors of the Orono Lake Improvement District, that the City of Elk River is requested, pursuant to Minnesota Statutes, Section 103B.555, to impose a service charge on all eligible parcels as per the 2026 OLID Service Charge List attached as Exhibit A in the per full unit amount of \$124.00 for OLID services and activities provided in 2026;

BE IT FURTHER RESOLVED that the Orono Lake Improvement District Board of Directors requests that the City of Elk River authorize the Sherburne County Auditor/Treasurer's Office to place the service charge in the total amount of \$21,390 on the 2026 Sherburne County Tax rolls, as shown on Exhibit A.

Said Exhibit A is attached and shall be called the 2026 OLID Service Charge List.

Adopted by the OLID Board of Directors August 26, 2025.

ATTEST: Orono Lake Improvement District


Thomas Binsfeld, Secretary


Chris Rock, Chair

Exhibit A: 2026 OLID Service Charge List

PIN	BLDG_NUM	STREETNAME	STREET	SUFFIX	UNIT_INFO	CITY_MAIL	ZIP	TAX_NAME	TAX_ADD	TAX_ADD1	NO. UNITS	SERVICE_CHARGE
75-00466-0190	18645	SIMONET	DR	NW		ELK RIVER MN	55330	18645 SIMONET REAL ESTATE II LLC	2100 WELCH ST # C 317	HOUSTON TX 77019	1.0	\$124
75-00466-0020	18660	SIMONET	DR	NW		ELK RIVER MN	55330	18660 SIMONET DRIVE NW LLC	830 W MAIN ST	ANOKA MN 55303	1.0	\$124
75-00132-4405								ALLEN, ETHAN	157 S CENTRAL AVE	MILACA MN 56353	1.0	\$124
75-00466-0120	18583	SIMONET	DR	NW		ELK RIVER MN	55330	ANDERSON, KAREN & HOFFMAN, K-TRUSTEE	18583 SIMONET DR NW	ELK RIVER MN 55330	1.0	\$124
75-00462-0220	13800	189TH	AVE	NW		ELK RIVER MN	55330	ANDERSON, ROBERT A & HEIDI	13800 189TH AVE NW	ELK RIVER MN 55330	1.0	\$124
75-00469-0080	13100	ISLAND VIEW	DR	NW		ELK RIVER MN	55330	ANTILLA, PAMELA J & TIMOTHY F	13100 ISLAND VIEW DR NW	ELK RIVER MN 55330	1.0	\$124
75-00535-0260	Outlot owned by BAILEY BECK HOMEOWNERS ASSOC that gives shared access							BAILEY BECK HOMEOWNERS ASSOC C/O PATTI JARMOLUK	1797 TIPTON CIR # 113	ELK RIVER MN 55330	1.0	\$124
75-00678-0260	18681	LANDER	ST	NW		ELK RIVER MN	55330	BANACK, CHAD M & JACQUELINE P	18642 LANDER DR NW	ELK RIVER MN 55330	1.0	\$124
75-00132-4115								BAYERL, RANDOLPH L & SUSAN J	12860 ORONO RD NW	ELK RIVER MN 55330	0.0	\$0
75-00919-0010								BAYERL, RANDOLPH L & SUSAN J	12860 ORONO RD NW	ELK RIVER MN 55330	1.0	\$124
75-00884-0325	18651	OGDEN	CIR	NW		ELK RIVER MN	55330	BENKER, KEITH W	18990 238TH AVE NW	BIG LAKE MN 55309	1.0	\$124
75-00132-1220	13330	ISLAND VIEW	DR	NW		ELK RIVER MN	55330	BERG, DANIEL & MACY	13330 ISLAND VIEW DR NW	ELK RIVER MN 55330	1.0	\$124
75-00626-0144	13387	185TH	LN	NW		ELK RIVER MN	55330	BERGER, GORDON D & JO ANNE - TRUST	13387 185TH LN NW	ELK RIVER MN 55330	0.5	\$62
75-00462-0140	13866	189TH	AVE	NW		ELK RIVER MN	55330	BERGSTROM, SUSAN	13866 189TH AVE NW	ELK RIVER MN 55330	1.0	\$124
75-00462-0145								BERGSTROM, SUSAN	13866 189TH AVE NW	ELK RIVER MN 55330	0.0	\$0
75-00466-0090	18560	SIMONET	DR	NW		ELK RIVER MN	55330	BICKMAN, CHRISTOPHER	18560 SIMONET DR NW	ELK RIVER MN 55330	1.0	\$124
75-00129-3410	13230	ISLAND VIEW	DR	NW		ELK RIVER MN	55330	BINSFELD, THOMAS & MICHELLE	13230 ISLAND VIEW DR NW	ELK RIVER MN 55330	1.0	\$124
75-00132-2115								BINSFELD, THOMAS & MICHELLE	13230 ISLAND VIEW DR NW	ELK RIVER MN 55330	0.0	\$0
75-00413-0530	1808	MAIN	ST	NW		ELK RIVER MN	55330	BISCHOEN PROPERTIES LLC	1895 MEADOWVIEW RD	BLOOMINGTON MN 55425	1.0	\$124
75-00884-0330	18663	OGDEN	CIR	NW		ELK RIVER MN	55330	BLASHCHANITS, ALIAKSANDR & K	4764 ERICKSON DR	NEW HOPE MN 55428	1.0	\$124
75-00411-0540	1713	5TH	ST	NW		ELK RIVER MN	55330	BLESNER, CHARLES & KATHLEEN	1713 5TH ST NW	ELK RIVER MN 55330	1.0	\$124
75-00131-1430								BOBZIN, JANE	1674 STICKNEY AVE	SOUTH ST PAUL MN 55075	1.0	\$124
75-00131-1435								BOBZIN, JANE	1674 STICKNEY AVE	SOUTH ST PAUL MN 55075	1.0	\$124
75-00132-2230	13514	ISLAND VIEW	DR	NW		ELK RIVER MN	55330	BOND, WILLIAM & SUSAN - TRUSTEES	13514 ISLAND VIEW DR NW	ELK RIVER MN 55330	1.0	\$124
75-00466-0110	18575	SIMONET	DR	NW		ELK RIVER MN	55330	BOTZEK, RAEANN & JARED	18575 SIMONET DR NW	ELK RIVER MN 55330	1.0	\$124
75-00623-0524	18696	QUEEN	CIR	NW		ELK RIVER MN	55330	BREY, WILLIAM	18696 QUEEN CIR NW	ELK RIVER MN 55330	1.0	\$124
75-00413-0340	1904	MAIN	ST	NW		ELK RIVER MN	55330	BRIXIUS, AARON P & JESSICA M	1904 MAIN ST NW	ELK RIVER MN 55330	1.0	\$124
75-00626-0142	13391	185TH	LN	NW		ELK RIVER MN	55330	BRYANT, SUSAN A	13391 185TH LN NW	ELK RIVER MN 55330	0.5	\$62
75-00466-0070	18586	SIMONET	DR	NW		ELK RIVER MN	55330	BUECHLER, JOHN LIVING TRUST	18586 SIMONET DR NW	ELK RIVER MN 55330	1.0	\$124
75-00466-0170	18629	SIMONET	DR	NW		ELK RIVER MN	55330	BUNCE, NATHANIEL J & MICHELE L	18629 SIMONET DR NW	ELK RIVER MN 55330	1.0	\$124
75-00413-0310	1932	MAIN	ST	NW		ELK RIVER MN	55330	BURGOYNE, JAMES REVOCABLE TRUST	1932 MAIN ST NW	ELK RIVER MN 55330	1.0	\$124
75-00132-2100								BURLEY, RONALD & HARRIET REV TRUST	13384 ISLAND VIEW DR NW	ELK RIVER MN 55330	0.0	\$0
75-00132-2255	13384	ISLAND VIEW	DR	NW		ELK RIVER MN	55330	BURLEY, RONALD & HARRIET REV TRUST	13384 ISLAND VIEW DR NW	ELK RIVER MN 55330	1.0	\$124
75-00413-0220	1958	MAIN	ST	NW		ELK RIVER MN	55330	BURY, E & JARMOLUK BURY, K-TRUSTEES	1958 MAIN ST NW	ELK RIVER MN 55330	1.0	\$124
75-00498-0120	12891	187TH	CIR	NW		ELK RIVER MN	55330	BUTTWEILER, EDWARD & RICKIE - TRUST	12891 187TH CIR NW	ELK RIVER MN 55330	1.0	\$124
75-00465-0630	18880	CONCORD	ST	NW		ELK RIVER MN	55330	CARLSON, BENJAMIN & KRISTA	18880 CONCORD ST NW	ELK RIVER MN 55330	1.0	\$124
75-00623-0516	18668	QUEEN	CIR	NW		ELK RIVER MN	55330	CASEMENT, RICHARD A	18668 QUEEN CIR NW	ELK RIVER MN 55330	1.0	\$124
75-00535-0230	1797	TIPTON	CIR	NW	UNIT 111	ELK RIVER MN	55330	CAZETT, JANE & CHARLES	1797 TIPTON CIR NW UNIT 111	ELK RIVER MN 55330	0.5	\$62
75-00413-0430	1844	MAIN	ST	NW		ELK RIVER MN	55330	CHRISTIAN, ELLIE	953 4TH ST NW	ELK RIVER MN 55330	1.0	\$124
75-00623-0522	18688	QUEEN	CIR	NW		ELK RIVER MN	55330	CHRISTIANSON, KENT J & NICOLE K	18688 QUEEN CIR NW	ELK RIVER MN 55330	1.0	\$124
75-00884-0335	18675	OGDEN	CIR	NW		ELK RIVER MN	55330	CLEMENTS, JENNIFER & THOMAS	18675 OGDEN CIR NW	ELK RIVER MN 55330	1.0	\$124
75-00469-0130	13024	ISLAND VIEW	DR	NW		ELK RIVER MN	55330	CLEMONS, JANET & ROGER - TRUSTEE	13024 ISLAND VIEW DR NW	ELK RIVER MN 55330	1.0	\$124
75-00498-0130	12888	187TH	CIR	NW		ELK RIVER MN	55330	COOPER, ROBERT & ANDREA	12888 187TH CIR NW	ELK RIVER MN 55330	1.0	\$124
75-00458-0150	18378	BOSTON	ST	NW		ELK RIVER MN	55330	COPELAND, BRIAN & DAWN	18378 BOSTON ST NW	ELK RIVER MN 55330	1.0	\$124
75-00411-0550	1721	5TH	ST	NW		ELK RIVER MN	55330	CORROW, JEAN	1721 5TH ST NW	ELK RIVER MN 55330	1.0	\$124
75-00469-0050	13146	ISLAND VIEW	DR	NW		ELK RIVER MN	55330	CRABTREE, TIMOTHY & KIMBER	13146 ISLAND VIEW DR NW	ELK RIVER MN 55330	1.0	\$124
75-00462-0240	13726	189TH	AVE	NW		ELK RIVER MN	55330	DELUDE, LEONORA MAE	13726 189TH AVE NW	ELK RIVER MN 55330	1.0	\$124
75-00626-0148								DHOOG, DALE GERALD & JODIE LYN	18647 LANDER ST NW	ELK RIVER MN 55330	1.0	\$124
75-00458-0120	12943	ORONO	RD	NW		ELK RIVER MN	55330	DILLEY, ROBERT -TRUSTEE	12943 ORONO RD NW	ELK RIVER MN 55330	1.0	\$124
75-00458-0160	18402	BOSTON	ST	NW		ELK RIVER MN	55330	DIRKES, CRAIG	18402 BOSTON ST NW	ELK RIVER MN 55330	1.0	\$124

Exhibit A: 2026 OLID Service Charge List

PIN	BLDG_NUM	STREETNAME	STREET	SUFFIX	UNIT_INFO	CITY_MAIL	ZIP	TAX_NAME	TAX_ADD	TAX_ADD1	NO. UNITS	SERVICE_CHARGE
75-00626-0108	13463	185TH	LN	NW		ELK RIVER MN	55330	DIRKES, DAVID & JUDITH	13463 185TH LN NW	ELK RIVER MN 55330	0.5	\$62
75-00402-0191	1911	6TH	LN	NW		ELK RIVER MN	55330	DONNELLY, PATRICK & PAULA	1911 6TH LN NW	ELK RIVER MN 55330-1103	1.0	\$124
75-00132-2235	13416	ISLAND VIEW	DR	NW		ELK RIVER MN	55330	DRAXLER FAMILY LEGACY TRUST	13416 ISLAND VIEW DR NW	ELK RIVER MN 55330	1.0	\$124
75-00413-0330	1912	MAIN	ST	NW		ELK RIVER MN	55330	DUBAY, ROMONA M	1912 MAIN ST NW	ELK RIVER MN 55330	1.0	\$124
75-00462-0165	13862	189TH	AVE	NW		ELK RIVER MN	55330	DUGGAN, STEPHANIE B & ROBERT E	13862 189TH AVE NW	ELK RIVER MN 55330	1.0	\$124
75-00462-0235	13742	189TH	AVE	NW		ELK RIVER MN	55330	DURHAM, SEAN & EMILY	13742 189TH AVE NW	ELK RIVER MN 55330	1.0	\$124
75-00626-0120	13435	185TH	LN	NW		ELK RIVER MN	55330	EKEGREN, JEFFREY W & JULIE A	13435 185TH LN NW	ELK RIVER MN 55330	0.5	\$62
75-00462-0226								ELK RIVER SHORES LLC	9387 HIGHWAY 10	RAMSEY MN 55303	1.0	\$124
75-00466-0082	18570	SIMONET	DR	NW		ELK RIVER MN	55330	ERICKSON, KIRK ADAM	18570 SIMONET DR NW	ELK RIVER MN 55330	1.0	\$124
75-00535-0215	1797	TIPTON	CIR	NW	UNIT 105	ELK RIVER MN	55330	FORBES, KATHLEEN	1797 TIPTON CIR NW UNIT 105	ELK RIVER MN 55330	0.5	\$62
75-00678-0040	Outlot owned by FOX HAVEN HOMEOWNERS ASSOCIATION that gives shared acc							FOX HAVEN HOMEOWNERS ASSOCIATION C/O RAYMOND MILLER	18633 LANDER DR NW	ELK RIVER MN 55330	1.0	\$124
75-00402-0192	1903	6TH	LN	NW		ELK RIVER MN	55330	FRANK, ANNA MAE	1903 6TH LN NW	ELK RIVER MN 55330	1.0	\$124
75-00626-0118	13443	185TH	LN	NW		ELK RIVER MN	55330	FRIESEN, ALAN J & PENNY L	13443 185TH LN NW	ELK RIVER MN 55330	0.5	\$62
75-00498-0140	12884	187TH	CIR	NW		ELK RIVER MN	55330	FULLER, DAVID & KAY	12884 187TH CIR NW	ELK RIVER MN 55330	1.0	\$124
75-00884-0315	18627	OGDEN	ST	NW		ELK RIVER MN	55330	G & G ENTERPRISES LLC	14855 ABERDEEN ST NE	HAM LAKE MN 55304	1.0	\$124
75-00884-0320	18639	OGDEN	ST	NW		ELK RIVER MN	55330	G & G ENTERPRISES LLC	14855 ABERDEEN ST NE	HAM LAKE MN 55304	1.0	\$124
75-00623-0514	18658	QUEEN	CIR	NW		ELK RIVER MN	55330	GANFIELD, DANIEL & WEIS, KATIE	18658 QUEEN CIR NW	ELK RIVER MN 55330	1.0	\$124
75-00469-0040	13162	ISLAND VIEW	DR	NW		ELK RIVER MN	55330	GIFFORD, BRIAN & LAURA	13162 ISLAND VIEW DR NW	ELK RIVER MN 55330	1.0	\$124
75-00936-0105	13008	ISLAND VIEW	DR	NW		ELK RIVER MN	55330	GIRARD, BENOIT & ALISON	13008 ISLAND VIEW DR NW	ELK RIVER MN 55330	1.0	\$124
75-00411-0640	1706	MAIN	ST	NW		ELK RIVER MN	55330	GRANROS, DONN R & VICKI C	1706 MAIN ST NW	ELK RIVER MN 55330-1831	1.0	\$124
75-00132-2220	13470	ISLAND VIEW	DR	NW		ELK RIVER MN	55330	GRUPA, RYAN S	13470 ISLAND VIEW DR NW	ELK RIVER MN 55330	1.0	\$124
75-00626-0112	13455	185TH	LN	NW		ELK RIVER MN	55330	GUIMONT, JULIE	13455 185TH LN NW	ELK RIVER MN 55330	0.5	\$62
75-00590-0010	18862	OGDEN	ST	NW		ELK RIVER MN	55330	HABERMAN, GALEN R	18862 OGDEN ST NW	ELK RIVER MN 55330	1.0	\$124
75-00413-0240	1946	MAIN	ST	NW		ELK RIVER MN	55330	HAGLUND, BRIAN J & KRISTINE	1946 MAIN ST NW	ELK RIVER MN 55330	1.0	\$124
75-00132-2225	13492	ISLAND VIEW	DR	NW		ELK RIVER MN	55330	HALGREN, DAVID & JUDITH	13492 ISLAND VIEW DR NW	ELK RIVER MN 55330-1126	1.0	\$124
75-00466-0230	18679	SIMONET	DR	NW		ELK RIVER MN	55330	HALL, GEORGIANNE M	18679 SIMONET DR NW	ELK RIVER MN 55330-1134	1.0	\$124
75-00131-1455	13631	186TH	AVE	NW		ELK RIVER MN	55330	HANENBURG, BRYAN & LINDSAY	13631 186TH AVE NW	ELK RIVER MN 55330	1.0	\$124
75-00717-0110								HANENBURG, BRYAN & LINDSAY	13631 186TH AVE NW	ELK RIVER MN 55330	0.0	\$0
75-00130-4415								HARTUNG, JESSE GENE	18837 OGDEN ST NW	ELK RIVER MN 55330	0.0	\$0
75-00131-1465	18837	OGDEN	ST	NW		ELK RIVER MN	55330	HARTUNG, JESSE GENE	18837 OGDEN ST NW	ELK RIVER MN 55330	2.0	\$248
75-00626-0114	13451	185TH	LN	NW		ELK RIVER MN	55330	HAYES, GEORGE D & AUDRY L	13451 185TH LN NW	ELK RIVER MN 55330	0.5	\$62
75-00132-2200	13546	ISLAND VIEW	DR	NW		ELK RIVER MN	55330	HEBERT, TRACY & WILLIAM	13546 ISLAND VIEW DR NW	ELK RIVER MN 55330	1.0	\$124
75-00132-4120								HELLE, AARON & JAYMIE	12967 ORONO RD NW	ELK RIVER MN 55330	1.0	\$124
75-00458-0110	12967	ORONO	RD	NW		ELK RIVER MN	55330	HELLE, AARON & JAYMIE	12967 ORONO RD NW	ELK RIVER MN 55330	0.0	\$0
75-00466-0140	18603	SIMONET	DR	NW		ELK RIVER MN	55330	HENNING, KYLE -TRUSTEE	18603 SIMONET DR NW	ELK RIVER MN 55330	1.0	\$124
75-00411-0610	1718	MAIN	ST	NW		ELK RIVER MN	55330	HERMANSON, CRAIG	1718 MAIN ST NW	ELK RIVER MN 55330	1.0	\$124
75-00934-0125	18722	GARY	CIR	NW		ELK RIVER MN	55330	HICKMAN, FLORENCE J TRUST	18722 GARY CIR NW	ELK RIVER MN 55330	1.0	\$124
75-00466-0150	18613	SIMONET	DR	NW		ELK RIVER MN	55330	HILL, BRIAN D & JESSIE L	18613 SIMONET DR NW	ELK RIVER MN 55330	1.0	\$124
75-00717-0105	18660	LANDER	DR	NW		ELK RIVER MN	55330	HOLEN, JOSHUA	18660 LANDER DR NW	ELK RIVER MN 55330	1.0	\$124
75-00413-0420	1854	MAIN	ST	NW		ELK RIVER MN	55330	HOSKINS, KELLI & SHANE	28080 LAKEWOOD DR NW	ISANTI MN 55040	1.0	\$124
75-00767-0110	18862	CONCORD	ST	NW		ELK RIVER MN	55330	HULSE, A & BUNCH-HULSE, G - TRUSTEE	18862 CONCORD ST NW	ELK RIVER MN 55330	1.0	\$124
75-00413-0110	1980	MAIN	ST	NW		ELK RIVER MN	55330	JARMOLUK, ANTHONY& KATHLEEN TRUSTE	1980 MAIN ST NW	ELK RIVER MN 55330	1.0	\$124
75-00413-0260								JARMOLUK, ANTHONY& KATHLEEN TRUSTE	1980 MAIN ST NW	ELK RIVER MN 55330	0.0	\$0
75-00535-0235	1797	TIPTON	CIR	NW	UNIT 113	ELK RIVER MN	55330	JARMOLUK, SCOTT M & PATTI L	1797 TIPTON CIR NW UNIT 113	ELK RIVER MN 55330	0.5	\$62
75-00626-0124	13427	185TH	LN	NW		ELK RIVER MN	55330	JENSEN, ALLEN & JULIA A	13427 185TH LN NW	ELK RIVER MN 55330	0.5	\$62
75-00426-0240	1953	6TH	LN	NW		ELK RIVER MN	55330	JOHNSON, DAVID & ANN >	1953 6TH LN NW	ELK RIVER MN 55330	1.0	\$124
75-00132-1210	13284	ISLAND VIEW	DR	NW		ELK RIVER MN	55330	JONES, SARA A & TIMOTHY M	13284 ISLAND VIEW DR NW	ELK RIVER MN 55330	1.0	\$124
75-00413-0320	1920	MAIN	ST	NW		ELK RIVER MN	55330	JUDISCH, REBEKAH	1920 MAIN ST NW	ELK RIVER MN 55330	1.0	\$124
75-00462-0225	13776	189TH	AVE	NW		ELK RIVER MN	55330	JUNG, MADISON	13776 189TH AVE NW	ELK RIVER MN 55330	1.0	\$124
75-00884-0350	18694	OGDEN	CIR	NW		ELK RIVER MN	55330	KAMPA, JOSEPH & ABIGAIL	18694 OGDEN CIR NW	ELK RIVER MN 55330	1.0	\$124

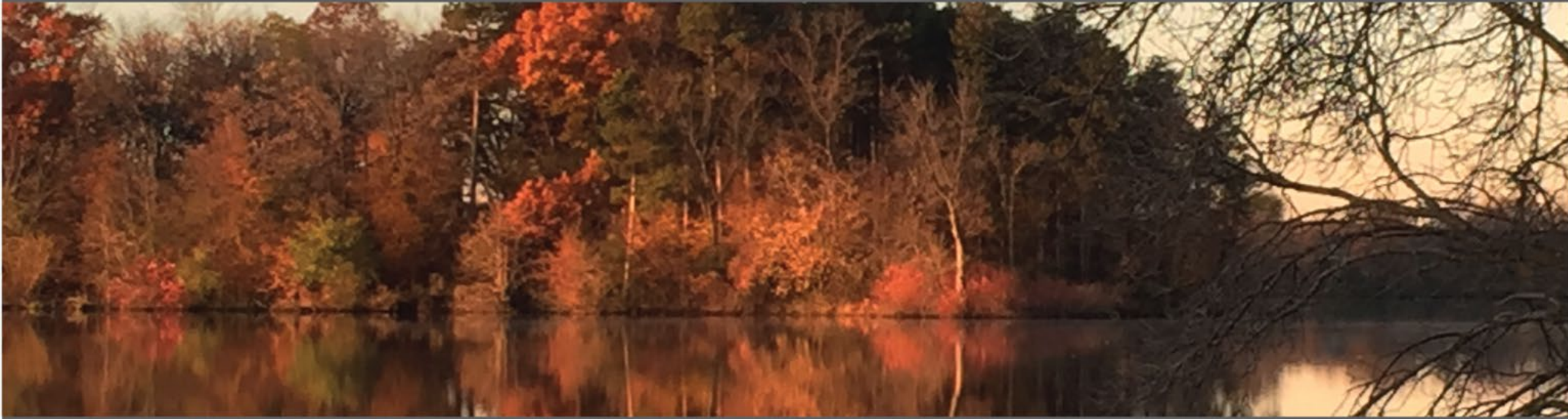
Exhibit A: 2026 OLID Service Charge List

PIN	BLDG_NUM	STREETNAME	STREET	SUFFIX	UNIT_INFO	CITY_MAIL	ZIP	TAX_NAME	TAX_ADD	TAX_ADD1	NO. UNITS	SERVICE_CHARGE
75-00132-2435	18686	GARY	CIR	NW		ELK RIVER MN	55330	KEIL, JILLEEN & BRANDON	13241 US HIGHWAY 10 NW	ELK RIVER MN 55330	1.0	\$124
75-00132-2440	18678	GARY	CIR	NW		ELK RIVER MN	55330	KEIL, JILLEEN & BRANDON	13241 US HIGHWAY 10 NW	ELK RIVER MN 55330	1.0	\$124
75-00626-0138	13399	185TH	LN	NW		ELK RIVER MN	55330	KEITH, DONALD & MARY ANN	13399 185TH LN NW	ELK RIVER MN 55330	0.5	\$62
75-00458-0220	12897	ORONO	RD	NW		ELK RIVER MN	55330	KLEMZ, MICHAEL & PATRICIA REVCBL TR	12897 ORONO RD NW	ELK RIVER MN 55330	1.0	\$124
75-00402-0211	1738	5TH	ST	NW		ELK RIVER MN	55330	KOPP, ALLEN J & LINDA A	1738 5TH ST NW	ELK RIVER MN 55330	1.0	\$124
75-00129-3310	13590	ISLAND VIEW	DR	NW		ELK RIVER MN	55330	KRATZKE, MERLE A & MARILYN F-TRUSTEE	13590 ISLAND VIEW DR NW	ELK RIVER MN 55330	1.0	\$124
75-00129-3311								KRATZKE, MERLE A & MARILYN F-TRUSTEE	13590 ISLAND VIEW DR NW	ELK RIVER MN 55330	0.0	\$0
75-00132-2275	13360	ISLAND VIEW	DR	NW		ELK RIVER MN	55330	KREUSER, CHAD M	13360 ISLAND VIEW DR NW	ELK RIVER MN 55330	1.0	\$124
75-00466-0130	18593	SIMONET	DR	NW		ELK RIVER MN	55330	KREUSER, DANIEL P & JODY	18593 SIMONET DR NW	ELK RIVER MN 55330-1132	1.0	\$124
75-00623-0520	18682	QUEEN	CIR	NW		ELK RIVER MN	55330	KRUGER, KENDRA & DANIEL J	18682 QUEEN CIR NW	ELK RIVER MN 55330	1.0	\$124
75-00465-0620	18890	CONCORD	ST	NW		ELK RIVER MN	55330	KUHL, BRIAN & JESCA	18890 CONCORD ST NW	ELK RIVER MN 55330	1.0	\$124
75-00626-0130	13415	185TH	LN	NW		ELK RIVER MN	55330	KURTH, RICHARD W & SUSAN J REV TRUST	19650 IRONTON CIR NW	ELK RIVER MN 55330	0.5	\$62
75-00626-0146	Outlot owned by LAKE ORONO TWINHOMES ASSOC. INC. that gives shared access							LAKE ORONO TWINHOMES ASSOC. INC C/O GUARDIAN ANGELS	508 FREEPORT AVE NW	ELK RIVER MN 55330	1.0	\$124
75-00678-0245	18672	LANDER	DR	NW		ELK RIVER MN	55330	LARSON, BENJAMIN & AMY - TRUSTEES	PO BOX 740	ELK RIVER MN 55330	1.0	\$124
75-00716-0105								LARSON, BENJAMIN & AMY - TRUSTEES	PO BOX 740	ELK RIVER MN 55330	0.0	\$0
75-00750-0010								LARSON, BENJAMIN & AMY - TRUSTEES	PO BOX 740	ELK RIVER MN 55330	0.0	\$0
75-00535-0205	1797	TIPTON	CIR	NW	UNIT 101	ELK RIVER MN	55330	LARSON, LOU ANN M	1797 TIPTON CIR NW UNIT 101	ELK RIVER MN 55330	0.5	\$62
75-00466-0160	18621	SIMONET	DR	NW		ELK RIVER MN	55330	LINDBERG, LANCE	PO BOX 877	ELK RIVER MN 55330-0877	1.0	\$124
75-00132-2205	13542	ISLAND VIEW	DR	NW		ELK RIVER MN	55330	LINDENFELSER, TAMI C	13542 ISLAND VIEW DR NW	ELK RIVER MN 55330	1.0	\$124
75-00458-0165	18390	BOSTON	ST	NW		ELK RIVER MN	55330	LORD, CHRISTOPHER A & JEANINE M	18390 BOSTON ST NW	ELK RIVER MN 55330	1.0	\$124
75-00458-0230								LUNDEEN, JEFFREY A & MARY M	12876 ORONO RD NW	ELK RIVER MN 55330-1740	1.0	\$124
75-00131-1445	13701	186TH	AVE	NW		ELK RIVER MN	55330	LUNDERBORG, BONNIE	609 WILLARD ST W	STILLWATER MN 55082	1.0	\$124
75-00678-0255	18684	LANDER	DR	NW		ELK RIVER MN	55330	LYNAS, TERRI SUE	18684 LANDER DR NW	ELK RIVER MN 55330	1.0	\$124
75-00750-0020								LYNAS, TERRI SUE	18684 LANDER DR NW	ELK RIVER MN 55330	0.0	\$0
75-00626-0134	13407	185TH	LN	NW		ELK RIVER MN	55330	MAXWELL, JOHN S & NEESHA R	13407 185TH LN NW	ELK RIVER MN 55330	0.5	\$62
75-00426-0220	1933	6TH	LN	NW		ELK RIVER MN	55330	MCCHESNEY, JOANNE - REVOCABLE TRUST	1933 6TH LN NW	ELK RIVER MN 55330	1.0	\$124
75-00413-0520	1820	MAIN	ST	NW		ELK RIVER MN	55330	MCKEOWN, WILLIAM G SR & DEBBIE L	1820 MAIN ST NW	ELK RIVER MN 55330	1.0	\$124
75-00132-2400	13291	US HIGHWAY 10		NW		ELK RIVER MN	55330	MEKRICH PROPERTIES LLC	PO BOX 125	PRINCETON MN 55371	3.5	\$434
75-00132-2110	13238	ISLAND VIEW	DR	NW		ELK RIVER MN	55330	MELCHIOR, DAVID J & KRISTIN	13238 ISLAND VIEW DR NW	ELK RIVER MN 55330	1.0	\$124
75-00469-0010	13194	ISLAND VIEW	DR	NW		ELK RIVER MN	55330	MIKOLS, TONY & PATRICIA	13194 ISLAND VIEW DR NW	ELK RIVER MN 55330-1122	1.0	\$124
75-00767-0105	18872	CONCORD	ST	NW		ELK RIVER MN	55330	MOLITOR, BRUCE & SQUIERS, DORIS	18872 CONCORD ST NW	ELK RIVER MN 55330	1.0	\$124
75-00626-0122	13431	185TH	LN	NW		ELK RIVER MN	55330	MOOERS, JULIE & MITCHELL	13431 185TH LN NW	ELK RIVER MN 55330	0.5	\$62
75-00458-0210	12911	ORONO	RD	NW		ELK RIVER MN	55330	MORTENSEN, KARL N	12911 ORONO RD NW	ELK RIVER MN 55330-1741	1.0	\$124
75-00466-0060	18636	SIMONET	DR	NW		ELK RIVER MN	55330	NELSON, JACOB M & LORI A	18636 SIMONET DR NW	ELK RIVER MN 55330	1.0	\$124
75-00466-0200	18663	SIMONET	DR	NW		ELK RIVER MN	55330	NELSON, KIM M & MARY J	18663 SIMONET DR NW	ELK RIVER MN 55330-1134	1.0	\$124
75-00465-0460	18930	CONCORD	ST	NW		ELK RIVER MN	55330	NGUYEN, CORINNE JANETTE	18056 WACO DR NW	RAMSEY MN 55303	1.0	\$124
75-00465-0640	18852	CONCORD	ST	NW		ELK RIVER MN	55330	NGUYEN, NGHIEP V	18852 CONCORD ST NW	ELK RIVER MN 55330	1.0	\$124
75-00466-0100	18565	SIMONET	DR	NW		ELK RIVER MN	55330	NORGREN, MICHAEL & HEATHER M	18565 SIMONET DR NW	ELK RIVER MN 55330	1.0	\$124
75-00626-0116	13447	185TH	LN	NW		ELK RIVER MN	55330	NORTON, JEANETTE	13447 185TH LN NW	ELK RIVER MN 55330	0.5	\$62
75-00413-0410	1862	MAIN	ST	NW		ELK RIVER MN	55330	NOVAK, KAREN	1862 MAIN ST NW	ELK RIVER MN 55330	1.0	\$124
75-00131-1450	13653	186TH	AVE	NW		ELK RIVER MN	55330	OLSON, LINDA L	13653 186TH AVE NW	ELK RIVER MN 55330	1.0	\$124
75-00465-0650	12916	188TH	AVE	NW		ELK RIVER MN	55330	OMITES, SHANNON & METZ, MELANIE	12916 188TH AVE NW	ELK RIVER MN 55330	1.0	\$124
75-00469-0090	13084	ISLAND VIEW	DR	NW		ELK RIVER MN	55330	OSS-SHERMAN, JENNIFER D REV TRUST	13084 ISLAND VIEW DR NW	ELK RIVER MN 55330	1.0	\$124
75-00535-0110	1790	TIPTON	CIR	NW		ELK RIVER MN	55330	OWENS, ROBERT MELVIN	1790 TIPTON CIR NW	ELK RIVER MN 55330	1.0	\$124
75-00413-0440	1836	MAIN	ST	NW		ELK RIVER MN	55330	PAKTER, MICHAEL & REBECCA	1836 MAIN ST NW	ELK RIVER MN 55330	1.0	\$124
75-00132-2240	13538	ISLAND VIEW	DR	NW		ELK RIVER MN	55330	PALMER, GERALD & CATHERINE	13538 ISLAND VIEW DR NW	ELK RIVER MN 55330-1128	1.0	\$124
75-00623-0518	18674	QUEEN	CIR	NW		ELK RIVER MN	55330	PARK, JUNG SOOK & TRIEM, DAVID J	18674 QUEEN CIR NW	ELK RIVER MN 55330	1.0	\$124
75-00132-1111	18816	BOSTON	ST	NW		ELK RIVER MN	55330	PEPEK MCULLOUGH, LIANE-TRUSTEE C/O BRETT ZENANKO	920 14TH AVE W	WILLISTON ND 58801	1.0	\$124
75-00626-0128	13419	185TH	LN	NW		ELK RIVER MN	55330	PETERSON, PATRICIA	13419 185TH LN NW	ELK RIVER MN 55330	0.5	\$62

Exhibit A: 2026 OLID Service Charge List

PIN	BLDG_NUM	STREETNAME	STREET	SUFFIX	UNIT_INFO	CITY_MAIL	ZIP	TAX_NAME	TAX_ADD	TAX_ADD1	NO. UNITS	SERVICE_CHARGE
75-00426-0230	1943	6TH	LN	NW		ELK RIVER MN	55330	PETERSON, ROBERTA L	1943 6TH LN NW	ELK RIVER MN 55330	1.0	\$124
75-00132-2210	13530	ISLAND VIEW	DR	NW		ELK RIVER MN	55330	PHILIP, JORDAN & MONICA	13530 ISLAND VIEW DR NW	ELK RIVER MN 55330	1.0	\$124
75-00469-0020	13184	ISLAND VIEW	DR	NW		ELK RIVER MN	55330	PLANT, PATRICK J & CINDI	13184 ISLAND VIEW DR NW	ELK RIVER MN 55330-1122	1.0	\$124
75-00465-0670	18822	BOSTON	ST	NW		ELK RIVER MN	55330	RAIVALA, JIMMY R JR	18822 BOSTON ST NW	ELK RIVER MN 55330	1.0	\$124
75-00535-0210	1797	TIPTON	CIR	NW	UNIT 103	ELK RIVER MN	55330	RASMUSSEN, GARY & PATRICIA	1797 TIPTON CIR NW UNIT 103	ELK RIVER MN 55330	0.5	\$62
75-00626-0136	13403	185TH	LN	NW		ELK RIVER MN	55330	RAUSCHENDORFER, CHARLES & CARMEN	13403 185TH LN NW	ELK RIVER MN 55330	0.5	\$62
75-00129-3415	13216	ISLAND VIEW	DR	NW		ELK RIVER MN	55330	ROBINSON, CHRISTOPHER J.R. & BRIANA	13216 ISLAND VIEW DR NW	ELK RIVER MN 55330	1.0	\$124
75-00626-0147								ROCK, CHRISTOPHER D & KARI T	18665 LANDER ST NW	ELK RIVER MN 55330	0.0	\$0
75-00678-0135	18665	LANDER	ST	NW		ELK RIVER MN	55330	ROCK, CHRISTOPHER D & KARI T	18665 LANDER ST NW	ELK RIVER MN 55330	1.0	\$124
75-00466-0050	18604	SIMONET	DR	NW		ELK RIVER MN	55330	RULE, BONITA L	18604 SIMONET DR NW	ELK RIVER MN 55330	1.0	\$124
75-00626-0126	13423	185TH	LN	NW		ELK RIVER MN	55330	SAFFERT, JOHN	1208 EARLY SHRS	BURNSVILLE MN 55306	0.5	\$62
75-00132-2245	13448	ISLAND VIEW	DR	NW		ELK RIVER MN	55330	SANDENO, RANDALL S & LAURA	13448 ISLAND VIEW DR NW	ELK RIVER MN 55330	1.0	\$124
75-00466-0180	18637	SIMONET	DR	NW		ELK RIVER MN	55330	SCALISE, PETER & JACKI	18637 SIMONET DR NW	ELK RIVER MN 55330	1.0	\$124
75-00132-1211	13324	ISLAND VIEW	DR	NW		ELK RIVER MN	55330	SCHLICHTER, ROBERT & JOANN - TRUTEE	13324 ISLAND VIEW DR NW	ELK RIVER MN 55330	1.0	\$124
75-00626-0140	13395	185TH	LN	NW		ELK RIVER MN	55330	SCHLOSSER, MARY E	13395 185TH LN NW	ELK RIVER MN 55330	0.5	\$62
75-00884-0340	18687	OGDEN	CIR	NW		ELK RIVER MN	55330	SCHMITT, PETER & ASHLEY	18687 OGDEN CIR NW	ELK RIVER MN 55330	1.0	\$124
75-00413-0510	1828	MAIN	ST	NW		ELK RIVER MN	55330	SCHWEND, DARIN	1828 MAIN ST NW	ELK RIVER MN 55330	1.0	\$124
75-00411-0530	1707	5TH	ST	NW		ELK RIVER MN	55330	SHATUSKY, TODD C & KATIE M	1707 5TH ST NW	ELK RIVER MN 55330	1.0	\$124
75-00402-0210	1766	5TH	ST	NW		ELK RIVER MN	55330	SHEETS, PAUL D & HELLING, CHARLENE	1766 5TH ST NW	ELK RIVER MN 55330	1.0	\$124
75-00129-3325	13558	ISLAND VIEW	DR	NW		ELK RIVER MN	55330	SIMENSON, HEATHER ANN & KYLE W	13558 ISLAND VIEW DR NW	ELK RIVER MN 55330	1.0	\$124
75-00132-2215								SIMENSON, HEATHER ANN & KYLE W	13558 ISLAND VIEW DR NW	ELK RIVER MN 55330	0.0	\$0
75-00590-0020	18850	OGDEN	ST	NW		ELK RIVER MN	55330	SMITH, KELLY JANE	18850 OGDEN ST NW	ELK RIVER MN 55330	1.0	\$124
75-00466-0010	18670	SIMONET	DR	NW		ELK RIVER MN	55330	SMITH, VAUGHN F & MICHELE	18670 SIMONET DR NW	ELK RIVER MN 55330-1135	1.0	\$124
75-00466-0030	18648	SIMONET	DR	NW		ELK RIVER MN	55330	SNETSINGER, JAMES L & CHERYL L	18648 SIMONET DR NW	ELK RIVER MN 55330	1.0	\$124
75-00462-0170								SODERBERG, JOHN & BIANCHI, GEORGEANN	13842 189TH AVE NW	ELK RIVER MN 55330	0.0	\$0
75-00462-0205	13842	189TH	AVE	NW		ELK RIVER MN	55330	SODERBERG, JOHN & BIANCHI, GEORGEANN	13842 189TH AVE NW	ELK RIVER MN 55330	1.0	\$124
75-00462-0210								SODERBERG, JOHN & BIANCHI, GEORGEANN	13842 189TH AVE NW	ELK RIVER MN 55330	0.0	\$0
75-00462-0215								SODERBERG, JOHN & BIANCHI, GEORGEANN	13842 189TH AVE NW	ELK RIVER MN 55330	1.0	\$124
75-00132-1110	18810	BOSTON	ST	NW		ELK RIVER MN	55330	SORENSEN, GREGORY & JENNIFER	18810 BOSTON ST NW	ELK RIVER MN 55330	1.0	\$124
75-00535-0220	1797	TIPTON	CIR	NW	UNIT 107	ELK RIVER MN	55330	SORENSEN, DENNIS G REV TRUST	1797 TIPTON CIR NW UNIT 107	ELK RIVER MN 55330	0.5	\$62
75-00469-0110	13054	ISLAND VIEW	DR	NW		ELK RIVER MN	55330	STARKWEATHER, EMERY C & BRANDY L	13054 ISLAND VIEW DR NW	ELK RIVER MN 55330	1.0	\$124
75-00626-0132	13411	185TH	LN	NW		ELK RIVER MN	55330	STOREY, SCOTT & LISA	13411 185TH LN NW	ELK RIVER MN 55330	0.5	\$62
75-00132-4100	12808	ORONO	RD	NW		ELK RIVER MN	55330	STRITESKY, GARY & DIANE	12808 ORONO RD NW	ELK RIVER MN 55330	1.0	\$124
75-00132-2250	13400	ISLAND VIEW	DR	NW		ELK RIVER MN	55330	STRUBLE, VINCENT & KAMI N	13400 ISLAND VIEW DR NW	ELK RIVER MN 55330	1.0	\$124
75-00626-0106	13467	185TH	LN	NW		ELK RIVER MN	55330	SWANSON, JAMES A & PATTI	13467 185TH LN NW	ELK RIVER MN 55330	0.5	\$62
75-00469-0100	13070	ISLAND VIEW	DR	NW		ELK RIVER MN	55330	TACHENY, JAMES R & JOANNE	20737 220TH AVE NW	BIG LAKE MN 55309	1.0	\$124
75-00934-0120	18717	GARY	CIR	NW		ELK RIVER MN	55330	THE COVE ON LAKE ORONO, LLC	15612 JARVIS ST NW	ELK RIVER MN 55330	1.0	\$124
75-00934-0105	18683	GARY	CIR	NW		ELK RIVER MN	55330	THE COVE ON LAKE ORONO, LLC	15612 JARVIS ST NW	ELK RIVER MN 55330	0.5	\$62
75-00934-0110	18695	GARY	CIR	NW		ELK RIVER MN	55330	THE COVE ON LAKE ORONO, LLC	15612 JARVIS ST NW	ELK RIVER MN 55330	0.5	\$62
75-00934-0115	18701	GARY	CIR	NW		ELK RIVER MN	55330	THE COVE ON LAKE ORONO, LLC	15612 JARVIS ST NW	ELK RIVER MN 55330	0.5	\$62
75-00884-0345	18697	OGDEN	CIR	NW		ELK RIVER MN	55330	THURSTON, DANIEL & MEGAN	18697 OGDEN CIR NW	ELK RIVER MN 55330	1.0	\$124
75-00919-0020								TOTH, ERIC R & ELIZABETH A	1023 MANOR PL NW	ELK RIVER MN 55330	1.0	\$124
75-00535-0225	1797	TIPTON	CIR	NW	UNIT 109	ELK RIVER MN	55330	TRUNNELL, MICHAEL & MARY	1797 TIPTON CIR NW UNIT 109	ELK RIVER MN 55330	0.5	\$62
75-00411-0560	1731	5TH	ST	NW		ELK RIVER MN	55330	USTIMCHUK, ERIK	1731 5TH ST NW	ELK RIVER MN 55330	1.0	\$124
75-00773-0110	441	UPLAND	AVE	NW		ELK RIVER MN	55330	WALTERS, JOSEPH G	13038 ISLAND VIEW DR NW	ELK RIVER MN 55330	1.0	\$124
75-00469-0120	13038	ISLAND VIEW	DR	NW		ELK RIVER MN	55330	WALTERS, JOSEPH GUY & TANYA RENEE	13038 ISLAND VIEW DR NW	ELK RIVER MN 55330	1.0	\$124
75-00626-0110	13459	185TH	LN	NW		ELK RIVER MN	55330	WATZKE, MICHAEL & LUANN	13459 185TH LN NW	ELK RIVER MN 55330	0.5	\$62
75-00469-0070	13116	ISLAND VIEW	DR	NW		ELK RIVER MN	55330	WEISS, THOMAS J - TRUSTEE	13116 ISLAND VIEW DR NW	ELK RIVER MN 55330	1.0	\$124
75-00426-0210	1910	6TH	LN	NW		ELK RIVER MN	55330	WEITNAUER, ANDREW C & LAURA A	1910 6TH LN NW	ELK RIVER MN 55330	1.0	\$124
75-00469-0060	13130	ISLAND VIEW	DR	NW		ELK RIVER MN	55330	WELCH, ALAN K & MARGARET A	13130 ISLAND VIEW DR NW	ELK RIVER MN 55330	1.0	\$124
75-00465-0470	18920	CONCORD	ST	NW		ELK RIVER MN	55330	ZEHRINGER, BETTY A	18920 CONCORD ST NW	ELK RIVER MN 55330	1.0	\$124
200 Total Private Party Parcels in OLID (178 vote eligible)								Total Service Charge Units/Parcels (172.5 units across 184 parcels)			172.5	\$21,390

Orono Lake Improvement District (OLID) 2025 Projects Recap and 2026 Budget Proposal



"Lakes cannot manage themselves."

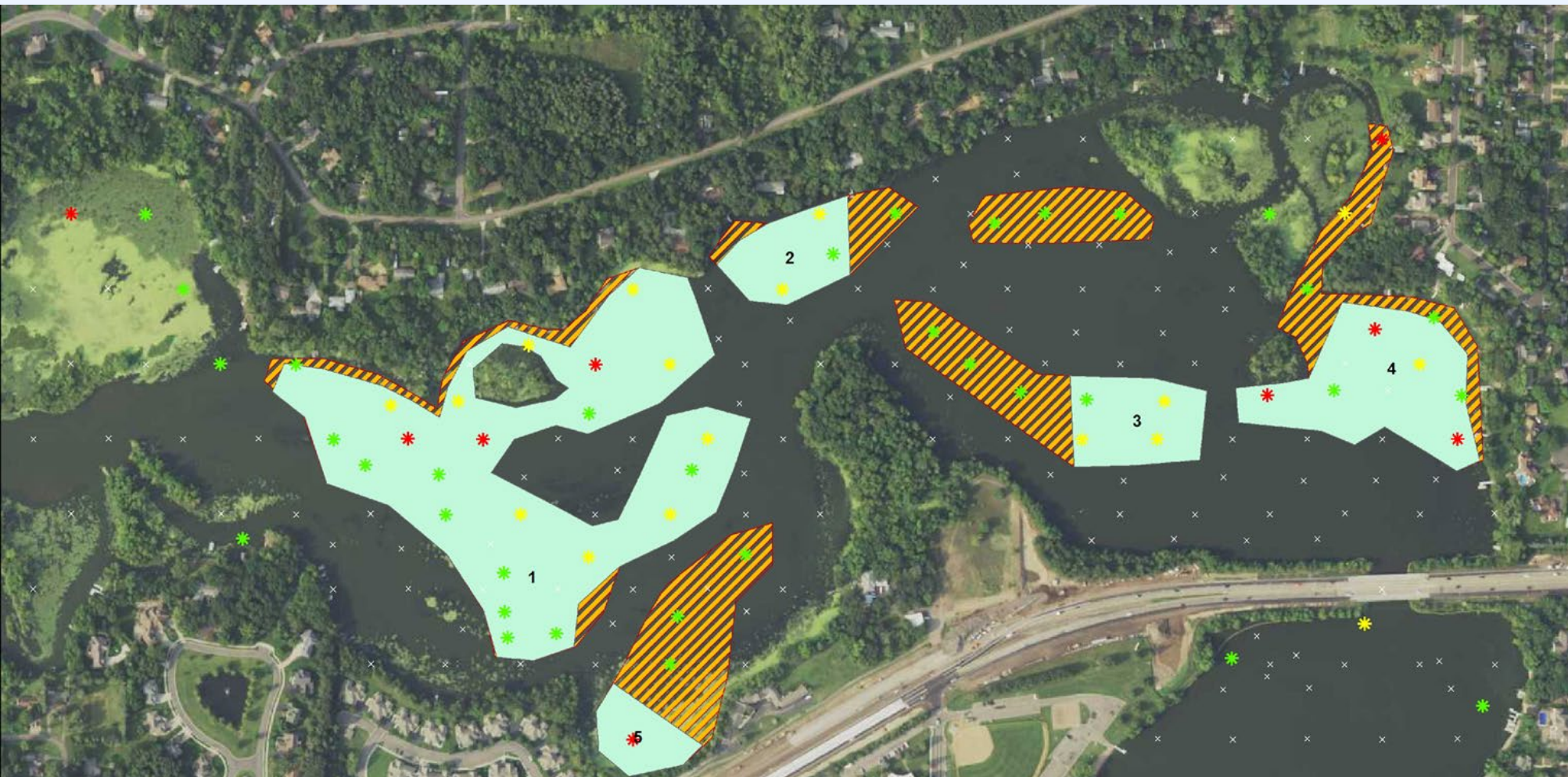
Elk River City Council
September 15, 2025

Local Partners:



Lake Orono Water Quality Committee
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2025 Recap: Curly-leaf Pondweed Treatment Areas



Rake Fullness Rating

★ Visual

★ 1

★ 2

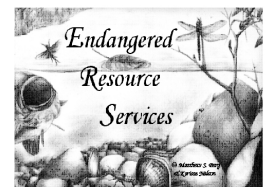
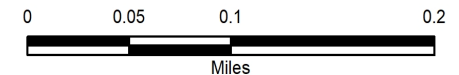
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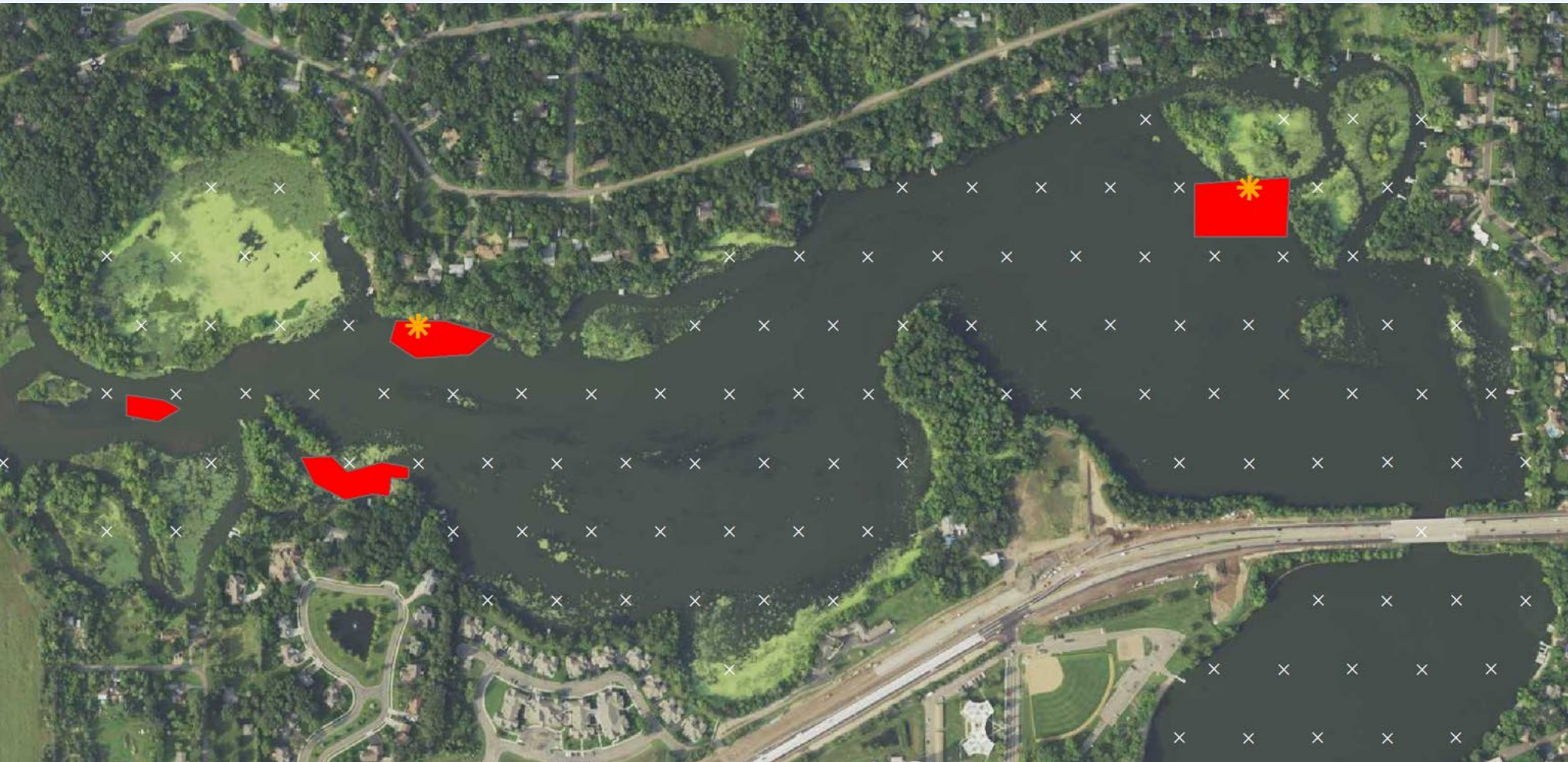
31 Acre Pot. Treatment 2025

2024 Delineated Areas

Aerial Imagery: Mn Geo



2025 Recap: Eurasian Watermilfoil Treatment Areas

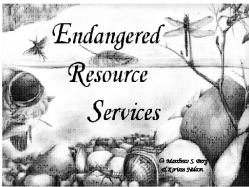
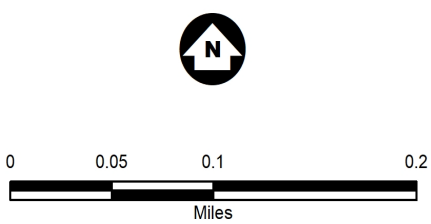


Rake Fullness Rating

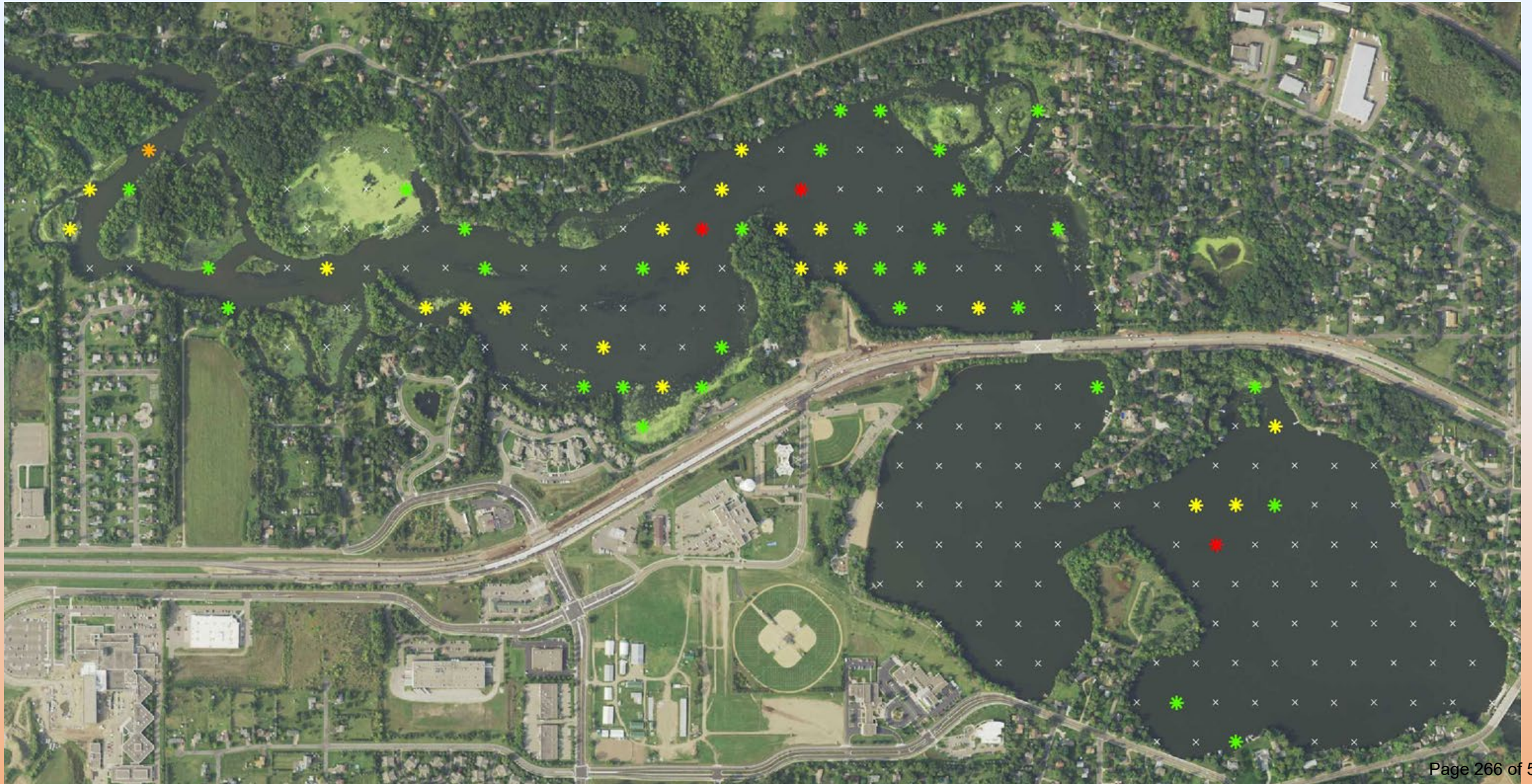
- ★ Visual
- ★ 1
- ★ 2
- ★ 3
- × None Found

 Approx. 2025 EWM Areas

Aerial Imagery: Mn Geo



2025 Recap: Water Stargrass (July 14, 2025)

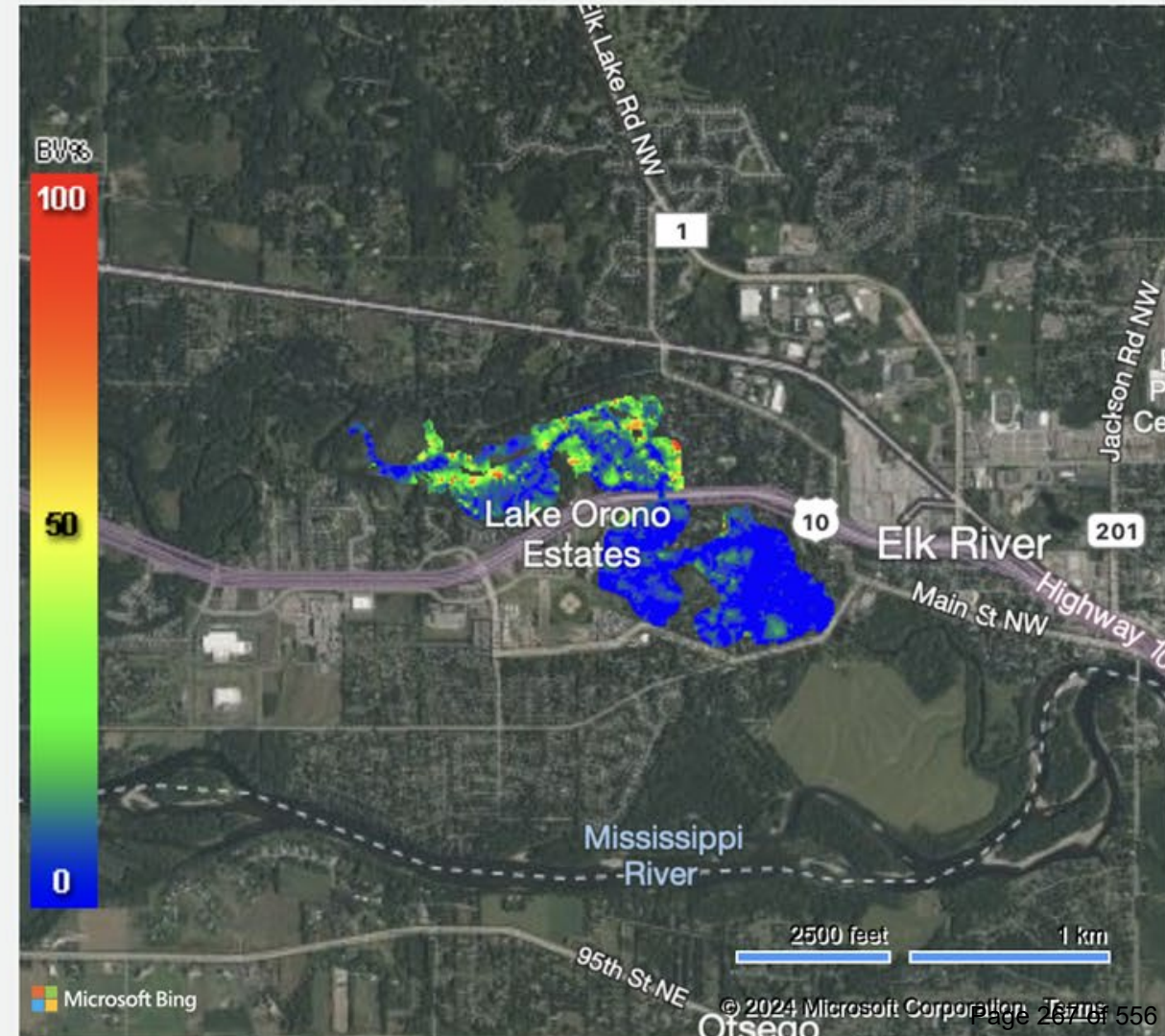
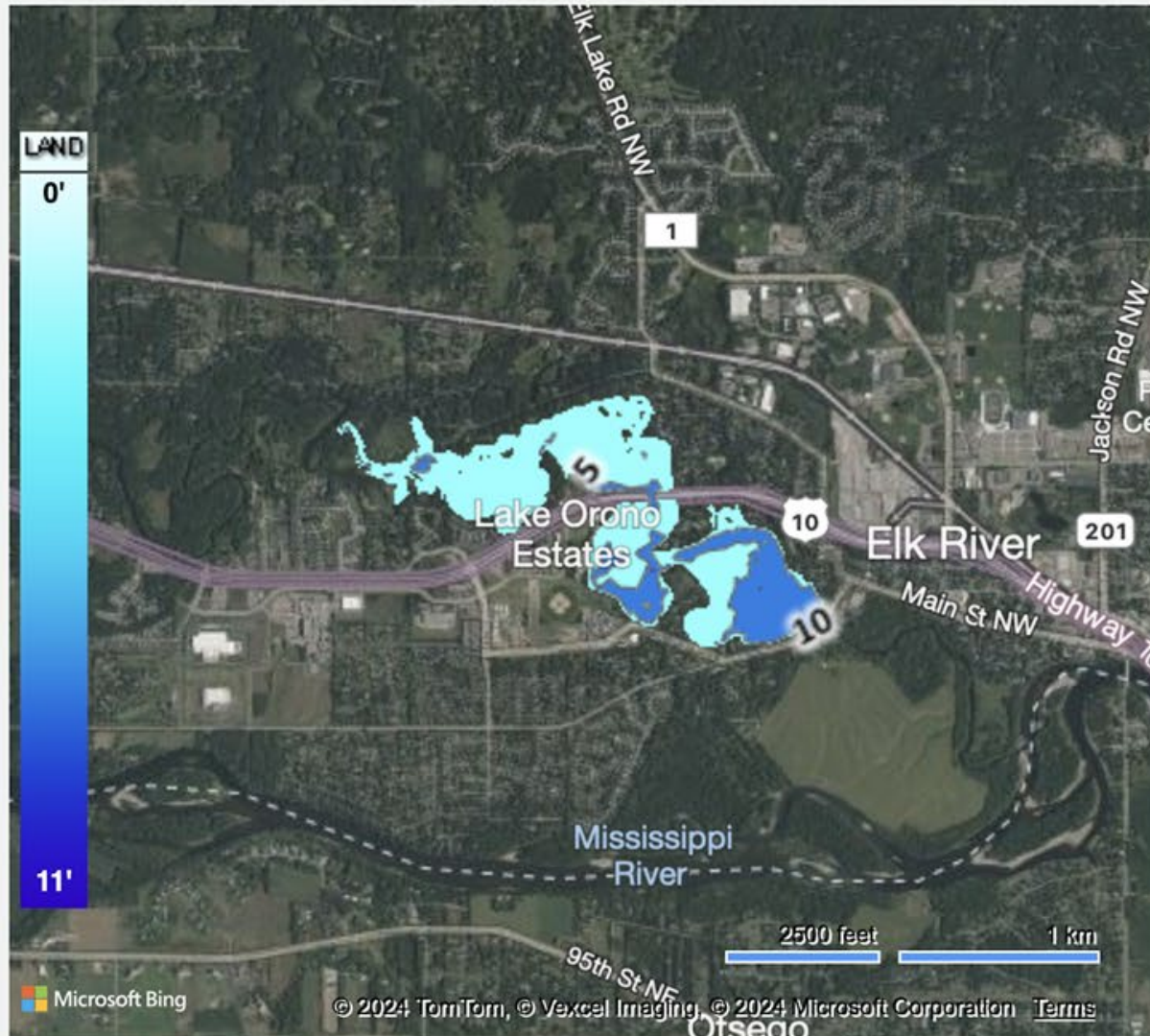


Orono Lake, Sherburne Minnesota

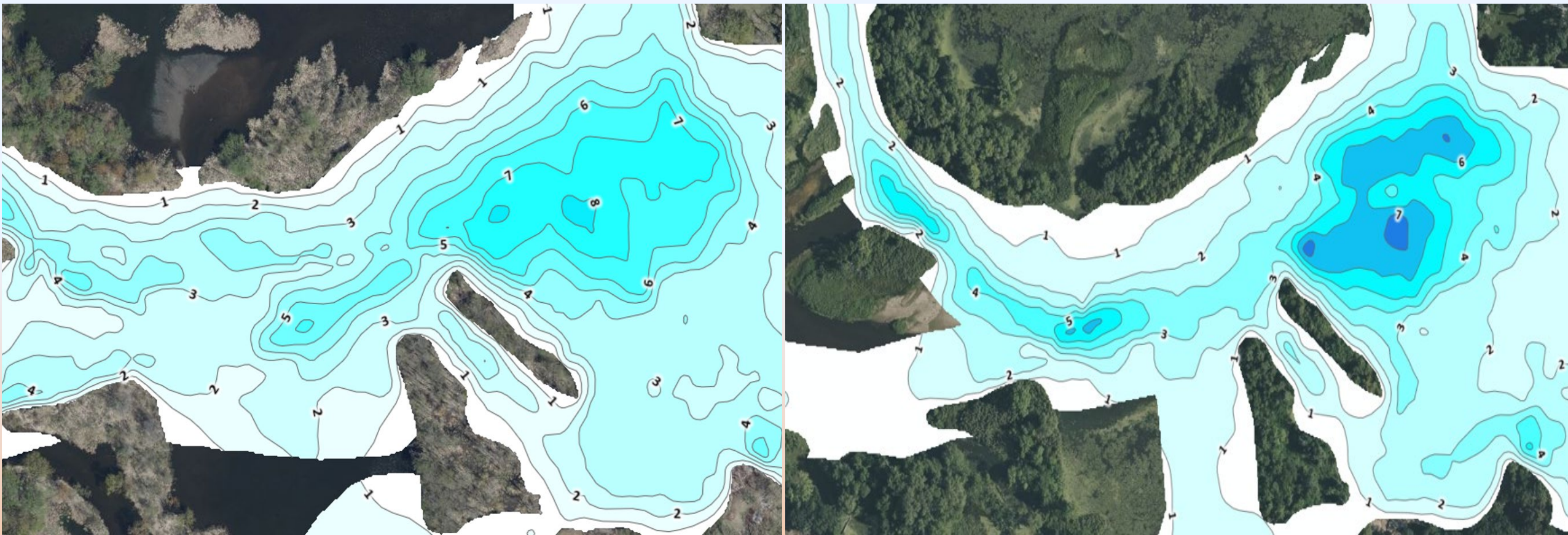
[REPORT LINK](#)

Bathymetric Contour Map

Vegetation Biovolume Heat Map



2025 Recap: Depth of Catch Basin (2022 vs. 2025)



	2022	2023	2024	2025
Water Volume (acre ft)	35.004	30.204	27.975	27.059
Water Depth Avg (ft)	4.16	3.59	3.38	3.27
Water Depth Max (ft)	8.33	7.61	7.11	7.47
Water Depth Min (ft)	0.19	0.14	0.22	0.10



Life history and impacts

- Small, filter-feeding, bivalve mussels
- Few to no predators in MN lakes
- Filter massive amounts of phytoplankton and other plankton, with often major impacts to food webs and water quality/clarity
- Early maturation and explosive growth
- Highly resilient, can thrive in wide variety of water chemistries and temperatures
- Easily spread through recreational boating pathway, movement of in-water equipment

551 MN waterbodies currently infested. Control methods minimally effective and/or not permitted by DNR

OLID Proposed Budget 2026 – Projects 1 to 8

	Project/Activity	Description: OLID Annual Services and Activities Fee	Budget
1	AIS Control Curly-leaf Pondweed (CLP)	Continue surveying and treatment where needed of this invasive species until CLP seed banks are eliminated. For 2026 the estimated acres requested to be treated is 32 to fit within the MN DNR maximum allowable without a variance (15% of the littoral area). Herbicide, mechanical and/or hand removal will all be considered. If MN DNR Grant funds remain available and are approved, costs to OLID could be reduced or funds carried over for following year use. Also, a Sherburne SWCD AIS grant will be applied for to help cover required independent contractor CLP delineation costs.	\$10,578
2	Sedimentation Monitoring and Management	Continue lake sonar surveys and baseline studies to monitor existing conditions, sediment sources and baseline sediment levels. Includes software licensing, monitoring equipment and data processing. Conduct or contract for feasibility studies and develop proposals for future dredging projects.	\$2,000
3	Undesirable Aquatic Vegetation and Organisms Public Waters Control and LVMP Support	Support contracted surveys and services necessary to maintain updates to our Lake Vegetation Management Plan (LVMP). MN DNR staff have stated that Water star-grass, and the distribution and density of any submerged aquatic plant, can vary significantly from season to season, particularly in a reservoir system like Lake Orono. Set-aside funds are needed to be prepared to act. Also, work with the City of Elk River to secure existing funds or seek additional funds through Minn. Statute 103G.625 for the control of CLP, harmful or undesirable aquatic vegetation and organisms in public waters.	\$4,000
4	Fisheries Survey, Preservation and/or Stocking	Continue to work with the DNR to determine fish stocking needs and the most appropriate species to select to stock as available and deemed appropriate. Also, assist with current awareness campaign for the need to continue encouraging catch and release.	\$2,000
5	Web Licensing and Maintenance	OLID membership communication, official document repository, director nomination forms, absentee election ballots, etc.	\$200
6	County Special Assessment Fee	Fee for Cities, Townships and LIDS to certify special assessment on the Sherburne County tax system (\$5.00/parcel/year).	\$920
6	Office Supplies and Organizational Expenses	Annual meeting notice mailing, location rental or refundable deposit, building staff supervision, P.O. Box, membership dues or other meeting-related or general supplies.	\$675
8	Liability Insurance	Secure standard Liability Insurance for the OLID Board of Directors.	\$1,017
Total cost of goals 1 – 8			\$21,390*
*OLID property owner annual cost for 2026 of \$124.00 per unit.			

Note: A carryover of funds from year-to-year may be allowed to accommodate cash flow.

Annual Services Charge Request – 100% approval

RESOLUTION 25 - 01

RESOLUTION CERTIFYING 2026 OLID ANNUAL SERVICES AND ACTIVITIES CHARGE REQUEST

WHEREAS, pursuant to proper notice duly given as required by law, the Orono Lake Improvement District (OLID) has met and certified the assessment roll for the 2026 OLID services and activities charge;

NOW THEREFORE, be it resolved by the Board of Directors of the Orono Lake Improvement District, that the City of Elk River is requested, pursuant to Minnesota Statutes, Section 103B.555, to impose a service charge on all eligible parcels as per the 2026 OLID Service Charge List attached as Exhibit A in the per full unit amount of \$124.00 for OLID services and activities provided in 2026;

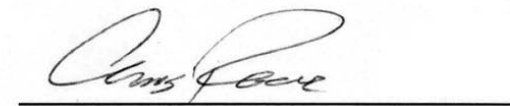
BE IT FURTHER RESOLVED that the Orono Lake Improvement District Board of Directors requests that the City of Elk River authorize the Sherburne County Auditor/Treasurer's Office to place the service charge in the total amount of \$21,390 on the 2026 Sherburne County Tax rolls, as shown on Exhibit A.

Said Exhibit A is attached and shall be called the 2026 OLID Service Charge List.

Adopted by the OLID Board of Directors August 26, 2025.

ATTEST: Orono Lake Improvement District


Thomas Binsfeld, Secretary


Chris Rock, Chair

Question & Answer



Request for Action

To
City Council

Item Number
8.3

Meeting Date
September 15, 2025

Prepared By
Joseph Hale, Environmental Services and Projects
Specialist

Item Description
Orono Lake Eurasian Watermilfoil Treatment Cost
Share

Reviewed by
Justin Femrite
Cal Portner
Tina Allard

Action Requested

Approve, by motion, the contribution of \$975.07 to the Orono Lake Improvement District to assist with Eurasian Watermilfoil treatment costs.

Background/Discussion

The Orono Lake Improvement District (OLID) performs annual surveys of aquatic vegetation. A July 2025 survey identified the presence of Eurasian Watermilfoil (EWM). EWM is an invasive plant known for its rapid growth, which can cause ecological issues, impede navigation, and affect recreation. EWM was previously found in the lake in 2020, and a rapid response treatment was performed after its discovery. The treatment was considered a success, and EWM was effectively eliminated from the lake until detected again in 2025.

The OLID ordered a rapid response treatment following the 2025 survey, which targeted four areas totaling 3.47 acres. OLID is requesting a 25% contribution from the city to assist with the treatment costs. Total treatment costs were \$3,900.28, and the amount requested from the city is \$975.07. OLID was able to secure a 50% contribution from the Sherburne Soil and Water Conservation District and will contribute 25% of its own funds to cover the remaining balance.

Financial Impact

\$975.07 would be paid from the 2025 Environmental Division budget.

Mission/Policy/Goal

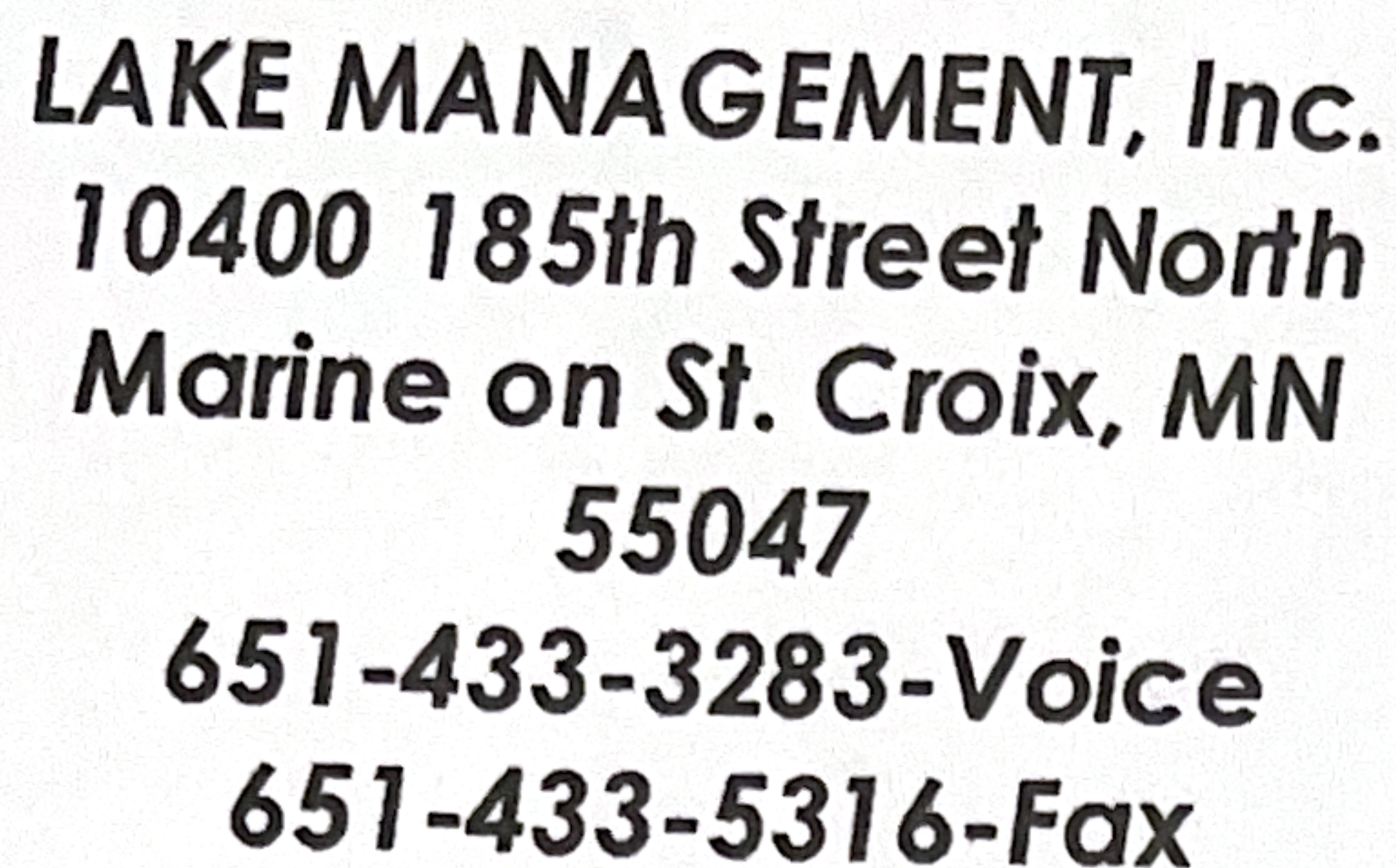
Together we win.

Attachments

1. LMI Invoice for EWM Treatment 8-11-25
2. Letter to City - Lake Orono EWM Treatment 2025
3. Lake Orono Eurasian Water Milfoil Rapid Response Matching Fund 2025

The Elk River Vision

A welcoming community with revolutionary and spirited resourcefulness, exceptional service, and community engagement that encourages and inspires prosperity



Invoice Number
43714

Invoice Date
Aug 14, 2025

Page
1

Orono Lake Improvement District
Patrick Plant
13184 Island View Drive NW
Elk River, MN 55330

Amount Paid

Orono Lake Improvement

Return Upper Portion with Payment

Customer ID	Customer PO	Payment Terms	Sales Rep ID	Due Date
Orono Lake		Net 30 Days		9/13/25
Description				Amount
Lake Orono - 8/11/25 - Application of ProcellaCOR by sub-surface injection for Eurasian watermilfoil control - 3.47 acres @ \$1,124.00/acre				3,900.28

Subtotal	3,900.28
Sales Tax	
Total Invoice Amount	3,900.28
Payment Received	
TOTAL	3,900.28

Check No

Finance charge is 1 1/2% per month



September 3, 2025

Joe Hale
Environmental Services and Projects Specialist
City of Elk River
13065 Orono Parkway
Elk River, MN 55330

Via Email

RE: Sherburne County Aquatic Invasive Species (AIS) Contingency Fund Match Request

Project Title: 2025 Lake Orono Eurasian watermilfoil Rapid Response Treatment

Per previous discussion, the Orono Lake Improvement District is requesting that the City of Elk River contribute \$975.07 as payment of 25% of the cost of our Eurasian watermilfoil (EWM) Rapid Response Treatment on August 11, 2025. The total cost of the treatment was \$3,900.28, please see attached Lake Management, Inc. invoice. This letter is to serve as an invoice for reimbursement. The check can be issued to Orono Lake Improvement District and mailed to me at the address below.

Regards,

Ben Carlson
Treasurer – OLID
18880 Concord St NW
Elk River, MN 55330

enclosure

Lake Orono Eurasian Water Milfoil Rapid Response Matching Fund Request

September 2025

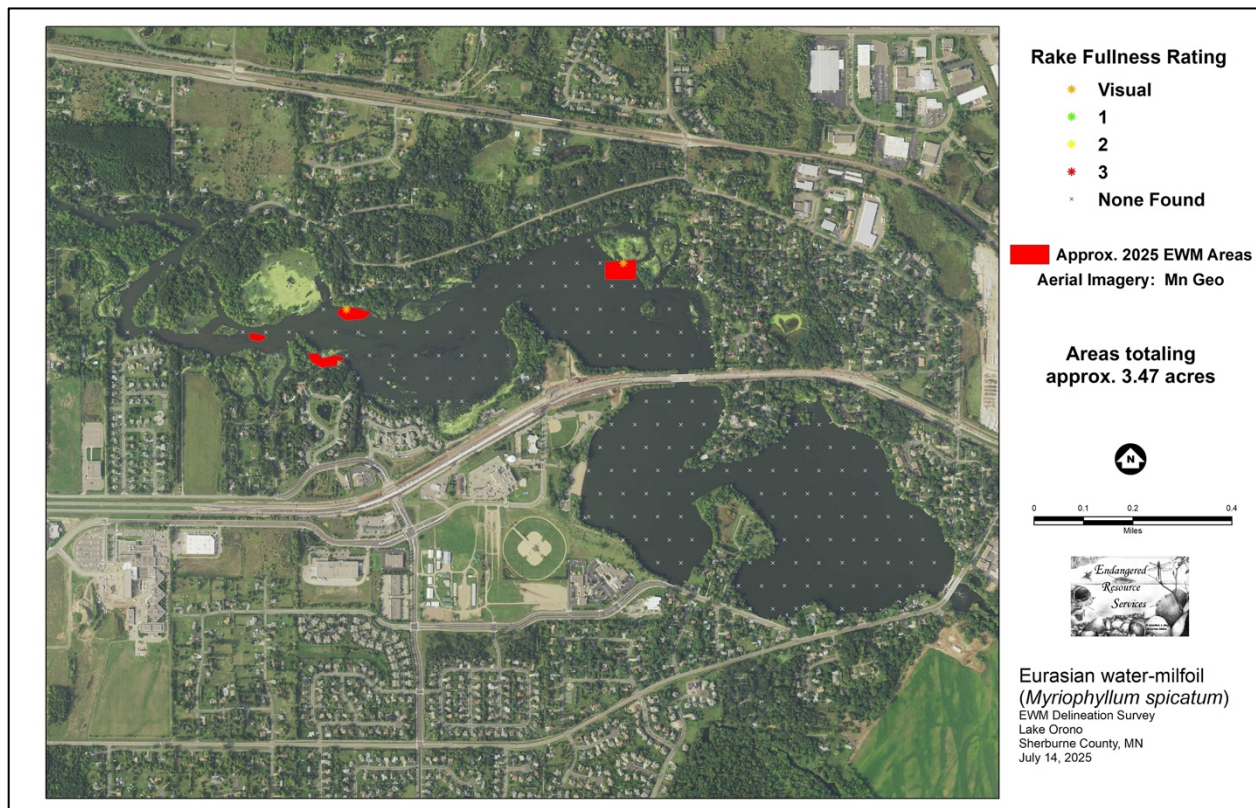
In summer of 2020, Eurasian water milfoil (EWM), an invasive non-native aquatic plant, was found in Lake Orono. An area of scattered plants within 8.67 acres was delineated at that time and the Lake Orono Association requested use of the AIS Contingency funds for rapid response treatment. A 50% cost-share of the treatment costs was approved by the SWCD Board and a licensed applicator applied herbicide on the area within weeks of its initial discovery. Lake Orono was drawn down and dredged that following winter as part of the Lake Orono Restoration and Enhancement (LORE) dredging project. Between the rapid response herbicide treatment and the dredging project, no EWM was spotted in 2021-2024 within the lake despite two surveys taking place each year by a professional contractor.

In July 2025 EWM was spotted again in Lake Orono, occupying four small areas for a total of 3.47 acres. It is unclear as to whether these are plants from the initial infestation or a new infestation altogether.

The Orono Lake Improvement District made a request from Sherburne SWCD and the City of Elke River for financial assistance to complete a rapid response herbicide treatment to knock down the growth of EWM in the lake while the infestation remains small in size and isolated to a few areas. They received a bid from a licensed contractor for \$3,900.28 to complete a herbicide treatment and asked the SWCD for 50% and the City for 25% assistance in carrying out this rapid response effort.

AIS Contingency: The SWCD's AIS Contingency program provides financial assistance for 1) Rapid Response AIS infestation treatments or monitoring and 2) New or Advanced Approaches to AIS Prevention and Management. The Sherburne SWCD staff recommended a 50% cost-share rate to assist the Orono Lake Improvement District in completing this treatment. The funds were be approved by the SWCD Board at their August 2025 meeting. The Sherburne SWCD request was for \$1,950.14 and City of Elke River request is for \$975.07.

Photo 1: Delineated areas of new EWM infestation, Lake Orono 2025.





Request for Action

To
City Council

Item Number
8.4

Meeting Date
September 15, 2025

Prepared By
Brent O'Neil, Economic Development Director
Joe Stremcha, Business Services Director/Assistant
City Administrator

Item Description
Resolutions 25-48 and 25-49 for Land Purchase
Agreements with Coborns (PID 75-00566-0220 and
PID 75-00566-0210)

Reviewed by
Joe Stremcha
Brent O'Neil
Cal Portner
Tina Allard

Action Requested

Adopt, by motion, two resolutions: 1) Resolution 25-48 authorizing execution of a purchase agreement for real estate (PID 75-00566-0220), and 2) Resolution 25-49 authorizing execution of a purchase agreement for a portion of real estate (PID 75-00566-0210).

Background/Discussion

Agreements have been negotiated with Coborn's Inc. for the city to purchase real estate legally described as Lot 2, Block 2 Hillside Crossing. The property is just south of its existing store and east of the Northbound Liquor store. The purchase price of \$798,999 is similar to Coborn's Inc.'s cost of acquiring the property in 2009. The agreement provides a 90-day due diligence period, with an additional 45-day closing period. It is expected that the transaction will close by the end of the year.

The site will be the location for the new Northbound and Cannabound retail operations. Groundbreaking for the new store is expected next spring.

The city and Coborn's have further negotiated an agreement in which the city will acquire additional property from Coborn's, approximately 12,500 square feet on Coborn's primary parcel, to be used as reconfigured parking for the new facility. This property is on a portion of PID 75-00566-0210 and will be replatted before closing. This additional property is included in the overall purchase price and is included by separate agreement, nominally for one dollar.

Staff and LSE Architects will present preliminary store design documents at the City Council Work Session in October.

Financial Impact

The purchase price of the property is \$799,000, with an additional \$10,000 estimated in closing and due diligence costs, the cost of this transaction is approximately \$810,000.

The Elk River Vision

A welcoming community with revolutionary and spirited resourcefulness, exceptional service, and community engagement that encourages and inspires prosperity



Mission/Policy/Goal

Meet changing needs - agile.

Attachments

1. Resolution - Purchase Agreement
2. Purchase Agreement (PID 75-00566-0220)
3. Resolution - Purchase Agreement for Additional Area
4. Purchase Agreement (PID 75-00566-0210)



City of Elk River City Council

Resolution 25-48

A Resolution of the City Council of the City of Elk River Approving the Acquisition of Real Property

WHEREAS, Coborn Realty Company, LP (“Seller”) is the fee owner of the real property located in the City of Elk River, County of Sherburne, State of Minnesota, which is legally described as Lot 2, Block 2, Hillside Crossing, according to the recorded plat thereof, Sherburne County, Minnesota (PID 75-00566-0220) (“Property”);

WHEREAS, the Seller proposes to convey the Property to the City for a purchase price of \$798,999 and pursuant to the terms of the Purchase Agreement presented to the City Council (“Purchase Agreement”);

WHEREAS, the City Council desires to acquire the Property and has received and reviewed the Purchase Agreement to be entered into by and between the City and Seller;

WHEREAS, acquiring ownership of the Property by the City would serve the public interest;

WHEREAS, Minnesota Statutes § 462.356, subd. 2, requires that the Planning Commission review the City’s proposed acquisition of the Property for compliance with the City’s comprehensive municipal plan and to report to the City Council in writing its findings;

WHEREAS, Minnesota Statutes § 462.356, subd. 2, provides an exception from the requirement for review by the Planning Commission upon 2/3 vote of the City Council dispensing with the requirement and finding that the acquisition of the Property has no relationship to the City’s comprehensive municipal plan.

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

1. The City Council finds that the acquisition of the Property under the Purchase Agreement has no relationship to the City’s comprehensive municipal plan.
2. Review by the Planning Commission of the acquisition of the Property is hereby dispensed with.
3. The Purchase Agreement is hereby approved in substantially the same form as presented.



4. The Mayor and City Clerk are hereby authorized to execute and deliver all necessary documents to complete the conveyance.

Passed and adopted this 15th day of September, 2025.

John J. Dietz, Mayor

ATTEST:

Tina Allard, City Clerk



VACANT LAND PURCHASE AGREEMENT

THIS VACANT LAND PURCHASE AGREEMENT (“Agreement”), dated as of the ____ day of ____, 2025 (the **“Effective Date”**), by and between **CITY OF ELK RIVER**, a Minnesota municipal corporation (**“Purchaser”**) and the **COBORN REALTY COMPANY, LP** a Minnesota limited partnership (**“Seller”**).

WHEREAS, the Seller is the owner of real property in the City of Elk River, Sherburne County, Minnesota, legally described as Lot 2, Block 2, Hillside Crossing, according to the recorded plat thereof, Sherburne County, Minnesota (PID 75-00566-0220) (**“Property”**);

WHEREAS, the Purchaser desires to acquire Property;

NOW, THEREFORE, the Purchaser and Seller agree as follows:

1. PROPERTY. In consideration of the mutual promises, covenants, and agreements hereinafter contained, Seller agrees to sell and convey to Purchaser, and Purchaser agrees to purchase the Property upon the terms and conditions hereinafter set forth.

2. PURCHASE PRICE AND MANNER OF PAYMENT. Except as otherwise provided herein, the purchase price (**“Purchase Price”**) for the Property shall be payable to Seller at Closing (as hereinafter defined) in the amount of Seven Hundred Ninety-Eight Thousand Nine Hundred Ninety-Nine Dollars and No/100 (\$798,999.00). The Purchase Price shall be paid by Purchaser to Seller as follows:

(a) The sum of Ten Thousand and 00/100 Dollars (\$10,000.00) earnest money (**the “Deposit”**), shall be deposited with the Title Company (as hereafter defined) within five business days of execution of this Agreement by both parties. The Deposit shall be held in escrow by the Title Company in a non-interest bearing account and shall be disbursed in accordance with the terms of this Agreement.

(b) The remaining balance of the Purchase Price, subject to closing adjustments and pro-rations and after crediting the Deposit, shall be paid by wire transfer of immediately available funds at the Closing to an account designated by Seller.

3. DEPOSIT. If Closing is completed as provided in this Agreement, the Deposit shall be credited to the balance of the Purchase Price at Closing. If Purchaser defaults under this Agreement and fails or refuses to close the sale as provided in this Agreement or if Purchaser terminates this Agreement at any time following the expiration of the Due Diligence Period, then Seller may retain the Deposit as liquidated damages for Purchaser’s failure to close this sale in accordance with the terms of this Agreement, subject to the provisions of Paragraphs 5, 7, 8 9 and 17.

4. **BROKERS' FEES.** Each party warrants that it has not dealt with any broker or other person in connection with the sale of the Property in any manner that could give rise to a claim for commission or similar fee. Purchaser's broker fees shall be paid by Purchaser. Except as otherwise provided under this Paragraph, each party agrees to indemnify and hold the other harmless against and from all claims for real estate commissions and other fees with respect to the procurement and closing of this Agreement made by any person with whom they have dealt other than as provided herein.

5. **DUE DILIGENCE PERIOD.**

(a) Except as otherwise extended pursuant to the terms of this Agreement, Purchaser shall have until 5:00 P.M. (C.S.T.) on the 90th day after the Effective Date of this Agreement ("**Due Diligence Period**") within which to perform any and all studies or inspections it deems necessary or desirable on the Property, including any environmental studies, to secure all governmental approvals necessary for Purchaser's intended use and to terminate this Agreement, upon written notice to Seller on or before the expiration of the Due Diligence Period and receive a full refund of the Deposit if any conditions are deemed unsatisfactory to Purchaser at Purchaser's discretion. Except as otherwise provided under Paragraphs 5, 7, 8, 9 and 17 of this Agreement, Purchaser shall have no right to terminate this Agreement after the Due Diligence Period for matters required to be addressed during the Due Diligence Period. If Purchaser shall fail to timely notify Seller in writing of its election to terminate this Agreement on or before the expiration of the Due Diligence Period, time being of the essence, the termination right described in this Paragraph 5(a) shall be immediately null and void and of no further force or effect and Purchaser shall be deemed to have accepted the financial and physical condition of the Property and the Deposit shall be deemed non-refundable except in the event of Seller's default hereunder. Purchaser's failure to provide such notice on or before the end of the Due Diligence Period shall constitute Purchaser's waiver of the herein-described termination right.

(b) During the Due Diligence Period, Purchaser shall have the right, at Purchaser's expense, to select licensed engineers, contractors, and/or other qualified professionals to make inspections concerning the Property, including but not limited to tests of soils, geologic hazards, utility lines and systems, and possible environmental hazards. The transaction contemplated herein is contingent upon Purchaser's full, complete and sole satisfaction of its review of the foregoing.

(c) Any time prior to Closing, Purchaser or its authorized agents shall have the right to enter upon the Property, at Purchaser's expense, for any lawful purpose, including without limitation making surveys, site analysis, test borings, and engineering studies and to erect such signs as Purchaser may deem necessary, except signs identifying any contractor that will assist Purchaser.

(d) Purchaser agrees to indemnify, defend and hold Seller, its partners, officers, directors, employees, agents, attorneys and their respective successors and assigns, harmless from and against all claims, demands, suits, obligations, payments, damages, losses, penalties, liabilities, costs and expenses (including reasonable attorneys' fees) arising out of or resulting from

the Purchaser's or its agents' actions taken in, on or about the Property in the exercise of the inspection right granted pursuant to Paragraph 5. Notwithstanding the foregoing, Purchaser's liability shall be limited to the limits of liability under Minn. Stat. ch. 466. This Paragraph 5(d) shall survive the delivery of the Deed at Closing and/or any termination of this Agreement for a period of two (2) years.

6. TITLE TO BE DELIVERED. Seller shall deliver to Purchaser, or cause to be delivered to Purchaser, at Closing, an executed Warranty Deed ("**Deed**") in recordable form conveying fee simple title to the Property subject to the terms of this Agreement and:

- (a) Reservations of minerals or mineral rights by the State of Minnesota;
- (b) Building, zoning and subdivision laws and regulations consistent with the current use of the Property;
- (c) The lien of real estate taxes and installments of special assessments which are payable by Purchaser pursuant to the terms of this Agreement;
- (d) Applicable laws, regulations, zoning regulations and ordinances, whether federal, state or local; and
- (e) Exceptions to title which constitute encumbrances, declarations, restrictions, or easements which have Purchaser has not objected to as provided under Paragraph 7 of this Agreement.
- (f) A deed restriction providing that the Property shall not be used for coffee shop for a period of twenty-five (25) years from the date of Closing and that the Property will not be used for a grocery store or gas station as long as the property located north of the Property and identified as PID No. 75-00566-0210 ("Northern Parcel") contains a grocery store and a fuel offering.

(hereinafter collectively "**Permitted Encumbrances**").

7. EVIDENCE OF TITLE.

(a) Within twenty (15) days after the execution of this Agreement by the parties, Seller shall deliver to Purchaser at Seller's expense, a title insurance commitment ("**Commitment**") written by Land Title Inc. ("**Title Company**"), for an ALTA Owner's Form policy in an amount equal to the Purchase Price, which shall commit to insure good and marketable fee simple title to the Property in Purchaser upon Closing. The Commitment shall include proper searches covering bankruptcies, state and federal judgments and liens and levied and pending special assessments, which Commitment shall be issued with the following commitments:

- (1) Insures that at Closing Purchaser shall have marketable and insurable title of record to the Property, free and clear of all liens, encumbrances, leases, claims and

charges, all material easements, rights-of-way, covenants, conditions and restrictions and any other matters affecting title, and deleting all exceptions, except for Permitted Encumbrances.

(2) Waives or insures against the following standard exceptions:

- (i) Rights and claims of parties in possession; and
- (ii) Mechanic's, contractor's and material liens and lien claims.

(b) Purchaser shall have fifteen (15) days following receipt of the Commitment within which to deliver to Seller a notice setting forth any objections to title which render title unmarketable ("Objections"); otherwise, Purchaser shall be conclusively presumed to have approved the title to the Property.

(c) Seller shall, within ten (10) days of receipt of Purchaser's written Objections, notify Purchaser of its intent to cure Objections prior to the end of the Due Diligence Period and shall use reasonable efforts to do so. Pending cure of Purchaser's Objections and in the event Seller shall notify Purchaser of the need for additional time to cure Objections, the Seller shall have up to an additional sixty (60) days, if necessary; to cure Objections; provided, however, that Seller shall pursue cure of Objections in a diligent manner. Upon failure of Seller to provide notice of intention to cure Objections, or if notice is furnished but the Due Diligence Period expires without Objections being cured within the allowable periods, Purchaser may, at its sole election, do any of the following:

- (1) Termination. Terminate this Agreement without any liability on its part. The Deposit shall be refunded to Purchaser, and neither party shall have any further rights or obligations hereunder other than those rights and/or obligations which are expressly stated to survive expiration or termination of this Agreement.
- (2) Waiver. Waive such objections and take title to the Property subject to such objections.

8. REPRESENTATIONS OF SELLER. Seller as part of the consideration therefore, represents, warrants, and covenants with Purchaser and its successors and assigns that:

(a) That Seller has the requisite power and authority to enter into this Purchase Agreement and the closing documents relating thereto to be signed by it; that the execution, delivery and performance by Seller of such documents do not conflict with or result in violation of any judgment, order or decree of any court to which Seller is a party; such documents are valid and binding obligations of Seller.

(b) There are no existing claims, actions, suits or other proceedings pending, or to the knowledge of Seller, threatened by any governmental department or agency, or any other

corporation, partnership or entity or person whomsoever against Seller or the Property, which in any manner or to any extent may detrimentally affect the Property or Purchaser's right, title or interest in and to any part or all of the Property after Closing.

(c) Other than Seller there are no other tenants or occupants of the Property.

(d) On the Date of Closing there will be no (i) outstanding leases or occupancy agreements, or (ii) outstanding contracts made by Seller for any improvements to the Property which have not been fully paid for or for which Seller shall not have made arrangements to pay off, at Closing, or that will affect the Property or be binding upon Purchaser or upon the Property subsequent to Closing without Purchaser's written consent; and Seller shall cause to be discharged all mechanic's or materialmen's liens arising from any labor or materials furnished to the Property that were made at the request of Seller, its agents, or contractors, prior to the Date of Closing and any mortgages or other such similar encumbrances.

(e) Until the Date of Closing, except as otherwise provided in this Agreement, Seller shall maintain the land associated with the Property in its present condition, reasonable wear and tear and damage by casualty excepted.

(f) Seller is not a foreign person; as such term is defined in Section 1445(f) (3) of the Internal Revenue Code of 1986, as amended, and shall deliver an affidavit to that effect at closing, which shall be in form and substance reasonably acceptable to Purchaser.

(g) To the best of Seller's knowledge without investigation, no entity or person has, at any time:

- (1) "released" or actively or passively consented to the "release" or "threatened release" of any Hazardous Substance (as defined below) from any "facility" or "vessel" located on or used in connection with the Property or adjacent tracts in violation of applicable laws; or
- (2) taken any action in "response" to a "release" in connection with the Property or adjacent tracts; or
- (3) otherwise engaged in any activity or omitted to take any action which could subject Seller or Purchaser to claims for intentional or negligent torts, strict or absolute liability, either pursuant to statute or common law, in connection with Hazardous Substances (as defined below) located in or on the Property or adjacent tracts, including the generating, transporting, treating, storage, or manufacture of any Hazardous Substance (as defined below) in violation of applicable law. The terms set within quotation marks above means any substance, whether waste, liquid, gaseous or solid matter that is or is deemed to be hazardous, hazardous waste, toxic, pollutant, a deleterious substance, a contaminant or a source of pollution or contamination under any

applicable environmental law, including the Comprehensive Environmental Response and Liability Act, 42 U.S.C. Sec. 9601 et seq., as amended ("CERCLA") and any state environmental laws.

(h) To Seller's knowledge, the conveyance of the Property pursuant hereto will not violate any currently existing applicable statute, ordinance, governmental restriction or regulation, or any private restriction or agreement to which Seller is a party.

(i) To the best of Seller's knowledge without investigation, there are no underground storage tanks or wells on the Property, it being understood that the representation as to wells shall be recited in the Deed to be delivered by Seller at Closing.

(j) To the best of Seller's knowledge, Seller represents that methamphetamine production has not occurred on the Property.

(k) Solely for purposes of satisfying the requirements of Minn. Stat. § 115.55, Seller certifies that, to the best of Seller's knowledge, there is no "individual sewage treatment system" (within the meaning of that statute) on or serving the Property.

(l) Seller represent to the best of Seller's knowledge that the property does not have any American Indian burial grounds, other human burial grounds, ceremonial earthworks, historical materials, and/or other archeological sites that are protected by federal or state law. Purchaser's obligation to close is contingent upon Purchaser determining to Purchaser's satisfaction that the property does not have any American Indian burial grounds, other human burial grounds, ceremonial earthworks, historical materials, and/or other archeological sites that are protected by federal or state law.

All of Seller's covenants, representations and warranties in this Purchase Agreement shall be true as of the date hereof and of the Closing Date, and shall be a condition precedent to the performance of Purchaser's obligations hereunder. If Purchaser discovers that any such covenant, representation, or warranty is not true, Purchaser may elect prior to Closing, in addition to any of its other rights and remedies, to cancel this Agreement and have the Deposit refunded to Purchaser, or Purchaser may postpone the Closing Date up to ninety (90) days to allow time for correction. If Purchaser elects to proceed with the Closing following such discovery, Purchaser shall be deemed to have waived its rights to assert a claim against Seller arising from the inaccuracy or untruthfulness of any such covenant, representation, or warranty.

9. PURCHASER'S CONTINGENCIES. The obligations of Purchaser under this Agreement are expressly contingent upon the following:

(a) The representations of Seller contained in this Agreement must be true now and as of the Closing Date, as if made on the Closing Date and Seller shall have delivered to Purchaser on the Closing Date, a certificate, signed by Seller, certifying that such representations are true as of the Closing Date (the "**Bring-down Certificate**"),

except to the extent that the representations are no longer true and acceptable to Purchaser; and

- (b) Title to the Property shall be held by Seller on the Closing Date, and shall be free and clear of all encumbrances except the Permitted Encumbrances.
- (c) Purchaser determining on or before the expiration of the Due Diligence Period, that it is satisfied, in its sole discretion, with the results of matters disclosed by the survey, environmental/engineering investigation or testing of the Property performed by Purchaser or Purchaser's agent.
- (d) Purchaser securing on or before the expiration of the Due Diligence Period all government approvals necessary for Purchaser's intended use of the Property.
- (e) Purchaser entering into a purchase agreement with the owner of the Northern Parcel for acquisition of a portion of the Northern Parcel generally depicted in Exhibit A attached hereto ("Additional Property").
- (f) Purchaser closing on the acquisition of the Additional Property simultaneously with the closing of the acquisition of the Property.

If the contingencies set forth herein have not been satisfied or waived by Purchaser by the dates specified, this Agreement shall be null and void and neither party shall have any further obligations hereunder, except that the Deposit shall be refunded to Purchaser. The contingencies set forth in this Paragraph are for the sole and exclusive benefit of Purchaser, and Purchaser shall have the right to waive the contingencies by giving notice to Seller, provided Purchaser abides by the time requirements set forth above.

10. CLOSING. The closing hereof shall take place within forty-five (45) days following expiration of the Due Diligence Period and simultaneously with the closing on the Additional Property (the "**Closing**" or "**Date of Closing**"). The Closing shall take place at the offices of the Title Company as an escrow closing, unless otherwise agreed by the parties in writing. At Closing, Seller and Purchaser shall disclose their Social Security Numbers or Federal Tax Identification Numbers for the purpose of completing state and federal tax forms.

11. SELLER'S CLOSING DOCUMENTS. At the Closing, Seller shall execute and/or deliver to Purchaser the following (collectively the "Closing Documents"):

(a) **Warranty Deed.** A Warranty Deed in recordable form and reasonably satisfactory to Purchaser, which shall include the following well representations: "Seller certifies that the Seller does not know of any wells on the described Property."

(b) **Seller's Affidavit.** A standard form affidavit by Seller indicating that on the date of Closing there are no outstanding, unsatisfied judgments, tax liens or bankruptcies against or involving Seller or the Property; that there has been no skill, labor or material furnished to the Property for which payment has not been made or for which mechanic's liens could be filed; and that there are no other unrecorded interests in the Property.

(c) **Non-Foreign Person Certification.** A certification in form and content satisfactory to the parties hereto and their counsel, properly executed by Seller, containing such information as shall be required by the Internal Revenue Code, and the regulations issued thereunder, in order to establish that Sellers are not a "foreign person" as defined in §1445(f)(3) of such Code and such regulations.

(d) **Storage Tanks.** If required, an affidavit with respect to storage tanks pursuant to Minn. Stat. § 116.48.

(e) **Well Certificate.** If there is a well located on the Property, a well disclosure certificate in form and substance true to form for recording.

(f) **Bring-down Certificate.** A certification that the representations and/or warranties made by Seller are materially the same as were in existence on the date of this Purchase Agreement or noting any changes thereto.

(g) **Other Documents.** All other documents reasonably determined by either party and the title insurance company to be necessary to transfer and provide title insurance for the Property.

12. PURCHASER'S OBLIGATIONS AT CLOSING. At Closing and subject to the terms, conditions, and provisions hereof and the performance by Seller of its obligations as set forth above, Purchaser shall:

(a) Deliver to Seller cash or the balance of the Purchase Price, less any adjustments.

(b) Execute and/or deliver to Seller such other documents as may be required by this Agreement or as may be reasonably required by Title Company.

13. CLOSING COSTS. The following costs and expenses shall be paid as follows in connection with the Closing:

(a) Seller shall pay:

(1) The cost of issuance of the commitment for the title policy;

(2) One-half the closing fee charged by Title Company for the Closing between Seller and Purchaser;

- (3) State Deed Tax; and
 - (4) Seller's attorneys' fees.
- (b) Purchaser shall pay the following costs in connection with the Closing:
 - (1) Premium for Purchaser's Owner's Title Policy, and any endorsements;
 - (2) One-half the closing fee charged by Title Company for the Closing between Seller and Purchaser; and
 - (3) The cost of engineers or other consultants, if any, engaged by Purchaser regarding the Property.

14. REAL ESTATE TAXES AND SPECIAL ASSESSMENTS.

(a) Prior Years' Delinquent Real Estate Taxes and Delinquent Special Assessments. Delinquent real estate taxes payable in years prior to the year of Closing and delinquent installments of special assessments certified for collection with real estate taxes payable in years prior to the year of Closing, together with penalty, interest and costs, shall be paid by Seller not later than the Date of Closing.

(b) Real Estate Taxes Payable in the Year of Closing. Seller and Purchaser shall prorate all general real estate taxes due and payable on or pertaining to the Property in the year in which the Date of Closing occurs on a per diem basis. If the Property is a portion of one tax parcel, the prorated taxes payable herein shall be determined on a proportionate square footage basis. Seller shall pay on or before the Date of Closing all levied special assessments associated with the Property as of the date of this Purchase Agreement. Purchaser shall assume and pay any assessment pending as of the date of this Purchase Agreement, and all other assessments. Seller shall pay penalty, interest and costs on any delinquent installment of taxes and special assessments payable in the year of Closing.

(c) Certified Special Assessments. All installments of special assessments certified for payment with the real estate taxes payable on the Property in the year of Closing shall be prorated to the Date of Closing.

(d) All Other Levied Special Assessments. Seller shall pay on the Date of Closing all other special assessments levied against the Property as of the date of this Purchase Agreement.

15. SELLER'S BOUNDARY LINE, ACCESS, RESTRICTIONS AND LIEN WARRANTIES. Seller warrants that buildings on adjoining real property, if any, are entirely outside of the boundary lines of the Property. Seller warrants that there has been no labor or

material furnished to the Property for which payment has not been made. Seller warrants that there are no present violations of any restrictions relating to the use or improvement of the Property. These warranties shall survive the delivery of the Deed.

16. POSSESSION. Seller shall deliver possession of the Property to Purchaser on the Date of Closing.

17. REMEDIES.

(a) If Purchaser defaults in its obligation to proceed to the Closing in accordance with the terms of this Agreement and fails to cure such default within ten (10) days after being notified in writing thereof, Seller shall be entitled, as its sole and exclusive remedy, to terminate this Agreement and to retain the Deposit. Seller shall not have the right to recover any other damages of any kind from Purchaser or to obtain other equitable adjustment to the terms of the sale of the Property.

(b) If Seller defaults on any of its material obligations under this Agreement and fails to cure such default within ten (10) days after receiving written notice thereof, Purchaser shall be entitled as its sole remedy to the immediate return of the Deposit. Purchaser shall not have the right to recover any other damages of any kind from Seller or to obtain other equitable adjustment to the terms of the sale of the Property.

18. MISCELLANEOUS. The following general provisions govern this Agreement:

(a) Time is of the Essence. The Date of Closing, as the same may be extended pursuant to the terms of this Agreement, is of the absolute essence.

(b) Governing Law. This Agreement is made and executed under and in all respects is to be governed and construed under the laws of the State of Minnesota.

(c) Notices. Any notice required to be given to Seller or Purchaser pursuant to this Agreement is given in accordance with this Agreement if it is in writing and if it is directed to Seller by delivering it personally to an officer of Seller, or if it is directed to Purchaser, by delivering it personally to the City Administrator of Purchaser, or if mailed in a sealed envelope by United States registered or certified mail, return receipt requested, postage prepaid, or if deposited cost paid with a nationally recognized reputable overnight courier, property addressed as follows:

Purchaser:	City of Elk River
	13065 Orono Parkway
	Elk River, MN 55330
	Attention: Calvin Portner

With a copy to: Andrea McDowell Poehler
Campbell Knutson, P.A.
Grand Oak Office Center I
860 Blue Gentian Road, Suite 290
Eagan, MN 55121

Seller: Coborn Realty LP
1921 Coborn Blvd
St. Cloud, MN
56301

Notices shall be deemed effective on the earlier of the date of receipt or the date of deposit as aforesaid, provided, however, that if notice is given by deposit, the time for response to any notice by the other party shall commence to run one business day after any such deposit. Any party may change its address for the service of notice by giving written notice of such change to the other party, in any manner above specified, 10 days prior to the effective date of such change.

(d) Survival. Except as expressly set forth herein, no warranties, representations, covenants, obligations or other agreements contained in this Agreement shall survive the Closing.

(e) Amendment. This Agreement shall be amended only by a written instrument signed by Seller and Purchaser.

(f) Assignment. Neither Seller nor Purchaser shall assign this Agreement or its rights hereunder without the express written consent of the other, which may be withheld by the other in its sole discretion.

(g) Benefit. This Agreement shall be binding upon and inure to the benefit of Seller and Purchaser and their respective successors and assigns

(h) Entire Agreement. This Agreement (including all exhibits hereto) contains the entire agreement of the parties. It may not be changed orally but only by an agreement in writing signed by the party against whom enforcement of any waiver, change, modification, extension or discharge is sought.

(i) Severability. If any provision of this Agreement is held to be unenforceable or void, such provision shall be deemed to be severable and shall in no way affect the validity of the remaining terms of this Agreement.

(j) Construction. The captions and headings of the various Paragraphs of this Agreement are for convenience only and are not to be construed as defining or as limiting in any way the scope or intent of the provisions hereof. Wherever the context requires or permits, the

singular shall include the plural, the plural shall include singular, and the masculine, feminine and neuter shall be freely interchangeable.

(k) Counterparts. For the convenience of the parties, any number of counterparts hereof may be executed and each such executed counterpart shall be deemed an original, but all such counterparts together shall constitute one in the same Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above, in multiple counterparts, each of which shall be deemed an original and all of which shall evidence but one agreement.

[Remainder of Page Intentionally Left Blank]
[Signature Pages to Follow]

SELLER:

CITY OF ELK RIVER

BY:

John J. Dietz, Mayor

AND:

Tina Allard, City Clerk

PURCHASER:

COBORN REALTY COMPANY, LP

By:

Print Name: _____

Its: _____

EXHIBIT A

Depiction of Additional Property





City of Elk River City Council

Resolution 25-49

A Resolution of the City Council of the City of Elk River Approving the Acquisition of Real Property

WHEREAS, Coborn's Incorporated ("Seller") is the fee owner of the real property located in the City of Elk River, County of Sherburne, State of Minnesota, which is legally described as Lot 1, Block 2, Hillside Crossing, according to the recorded plat thereof, Sherburne County, Minnesota (PID 75-00566-0210) ("Property");

WHEREAS, the Seller proposes to convey the Property to the City for a purchase price of \$1.00 and pursuant to the terms of the Purchase Agreement presented to the City Council ("Purchase Agreement");

WHEREAS, the City Council desires to acquire the Property and has received and reviewed the Purchase Agreement to be entered into by and between the City and Seller;

WHEREAS, acquiring ownership of the Property by the City would serve the public interest;

WHEREAS, Minnesota Statutes § 462.356, subd. 2, requires that the Planning Commission review the City's proposed acquisition of the Property for compliance with the City's comprehensive municipal plan and to report to the City Council in writing its findings;

WHEREAS, Minnesota Statutes § 462.356, subd. 2, provides an exception from the requirement for review by the Planning Commission upon 2/3 vote of the City Council dispensing with the requirement and finding that the acquisition of the Property has no relationship to the City's comprehensive municipal plan.

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

1. The City Council finds that the acquisition of the Property under the Purchase Agreement has no relationship to the City's comprehensive municipal plan.
2. Review by the Planning Commission of the acquisition of the Property is hereby dispensed with.
3. The Purchase Agreement is hereby approved in substantially the same form as presented.



4. The Mayor and City Clerk are hereby authorized to execute and deliver all necessary documents to complete the conveyance.

Passed and adopted this 15th day of September 2025.

John J. Dietz, Mayor

ATTEST:

Tina Allard, City Clerk



REAL ESTATE PURCHASE AGREEMENT

THIS REAL ESTATE PURCHASE AGREEMENT (“Agreement”), dated as of the ____ day of _____, 2025 (the **“Effective Date”**), by and between **CITY OF ELK RIVER**, a Minnesota municipal corporation (**“Purchaser”**) and the **COBORN’S, INCORPORATED** a Minnesota corporation (**“Seller”**).

WHEREAS, the Seller is the owner of real property in the City of Elk River, Sherburne County, Minnesota, legally described as Lot 1, Block 2, Hillside Crossing, according to the recorded plat thereof, Sherburne County, Minnesota (PID 75-00566-0210) (**“Seller Parcel”**);

WHEREAS, the Purchaser desires to acquire a portion of the Seller Parcel consisting of approximately 12,500 square feet as depicted in Exhibit A attached hereto (**“Property”**) and Seller will retain the Seller Property less the Property (**“Remnant Parcel”**);

WHEREAS, simultaneously with the conveyance under this Agreement, Purchaser will acquire abutting property legally identified as Lot 2, Block 2, Hillside Crossing (**“Adjacent Parcel”**) and combine the Property with the Adjacent Parcel.

NOW, THEREFORE, the Purchaser and Seller agree as follows:

1. **PROPERTY.** In consideration of the mutual promises, covenants, and agreements hereinafter contained, Seller agrees to sell and convey to Purchaser, and Purchaser agrees to purchase the Property upon the terms and conditions hereinafter set forth.

2. **PURCHASE PRICE AND MANNER OF PAYMENT.** The total purchase price (**“Purchase Price”**) for the Property shall be payable by Purchaser to Seller at Closing (as hereinafter defined) in the amount of One Dollars and No/100 (\$1.00), subject to closing adjustments and pro-rations, by wire transfer of immediately available funds to an account designated by Seller.

3. **BROKERS’ FEES.** Each party warrants that it has not dealt with any broker or other person in connection with the sale of the Property in any manner that could give rise to a claim for commission or similar fee. Purchaser’s broker fees shall be paid by Purchaser. Except as otherwise provided under this Paragraph, each party agrees to indemnify and hold the other harmless against and from all claims for real estate commissions and other fees with respect to the procurement and closing of this Agreement made by any person with whom they have dealt other than as provided herein.

4. **DUE DILIGENCE PERIOD.**

(a) Except as otherwise extended pursuant to the terms of this Agreement, Purchaser shall have until 5:00 P.M. (C.S.T.) on the 90th day after the Effective Date of this Agreement

("Due Diligence Period") within which to perform any and all studies or inspections it deems necessary or desirable on the Property, including any environmental studies, to secure all governmental approvals necessary for Purchaser's intended use and to terminate this Agreement, upon written notice to Seller on or before the expiration of the Due Diligence Period if any conditions are deemed unsatisfactory to Purchaser at Purchaser's discretion. Except as otherwise provided under Paragraphs 6, 7, 8, and 16 of this Agreement, Purchaser shall have no right to terminate this Agreement after the Due Diligence Period for matters required to be addressed during the Due Diligence Period. If Purchaser shall fail to timely notify Seller in writing of its election to terminate this Agreement on or before the expiration of the Due Diligence Period, time being of the essence, the termination right described in this Paragraph 5(a) shall be immediately null and void and of no further force or effect and Purchaser shall be deemed to have accepted the financial and physical condition of the Property. Purchaser's failure to provide such notice on or before the end of the Due Diligence Period shall constitute Purchaser's waiver of the herein-described termination right.

(b) During the Due Diligence Period, Purchaser shall have the right, at Purchaser's expense, to select licensed engineers, contractors, and/or other qualified professionals to make inspections concerning the Property, including but not limited to tests of soils, geologic hazards, utility lines and systems, and possible environmental hazards. The transaction contemplated herein is contingent upon Purchaser's full, complete and sole satisfaction of its review of the foregoing.

(c) Any time prior to Closing, Purchaser or its authorized agents shall have the right to enter upon the Property, at Purchaser's expense, for any lawful purpose, including without limitation making surveys, site analysis, test borings, and engineering studies and to erect such signs as Purchaser may deem necessary, except signs identifying any contractor that will assist Purchaser.

(d) Purchaser agrees to indemnify, defend and hold Seller, its partners, officers, directors, employees, agents, attorneys and their respective successors and assigns, harmless from and against all claims, demands, suits, obligations, payments, damages, losses, penalties, liabilities, costs and expenses (including reasonable attorneys' fees) arising out of or resulting from the Purchaser's or its agents' actions taken in, on or about the Property in the exercise of the inspection right granted pursuant to Paragraph 4. Notwithstanding the foregoing, Purchaser's liability shall be limited to the limits of liability under Minn. Stat. ch. 466. This Paragraph 4(d) shall survive the delivery of the Deed at Closing and/or any termination of this Agreement for a period of two (2) years.

5. TITLE TO BE DELIVERED. Seller shall deliver to Purchaser, or cause to be delivered to Purchaser, at Closing, an executed Warranty Deed (**"Deed"**) in recordable form conveying fee simple title to the Property subject to the terms of this Agreement and:

(a) Reservations of minerals or mineral rights by the State of Minnesota;

- (b) Building, zoning and subdivision laws and regulations consistent with the current use of the Property;
- (c) The lien of real estate taxes and installments of special assessments which are payable by Purchaser pursuant to the terms of this Agreement;
- (d) Applicable laws, regulations, zoning regulations and ordinances, whether federal, state or local; and
- (e) Exceptions to title which constitute encumbrances, declarations, restrictions, or easements which have Purchaser has not objected to as provided under Paragraph 7 of this Agreement.
- (f) A deed restriction providing that the Property shall not be used for coffee shop for a period of twenty-five (25) years from the date of Closing and that the Property will not be used for a grocery store or gas station as long as the Remainder Parcel (PID 75-00566-0210) contains a grocery store and a fuel offering.

(hereinafter collectively **“Permitted Encumbrances”**).

6. **EVIDENCE OF TITLE.**

(a) Within twenty (15) days after the execution of this Agreement by the parties, Seller shall deliver to Purchaser at Seller’s expense, a title insurance commitment (**“Commitment”**) written by Land Title Inc. (**“Title Company”**), for an ALTA Owner’s Form policy in an amount equal to the Purchase Price, which shall commit to insure good and marketable fee simple title to the Property in Purchaser upon Closing. The Commitment shall include proper searches covering bankruptcies, state and federal judgments and liens and levied and pending special assessments, which Commitment shall be issued with the following commitments:

- (1) Insures that at Closing Purchaser shall have marketable and insurable title of record to the Property, free and clear of all liens, encumbrances, leases, claims and charges, all material easements, rights-of-way, covenants, conditions and restrictions and any other matters affecting title, and deleting all exceptions, except for Permitted Encumbrances.
- (2) Waives or insures against the following standard exceptions:
 - (i) Rights and claims of parties in possession; and
 - (ii) Mechanic’s, contractor’s and material liens and lien claims.

(b) Prior to the expiration of the Due Diligence Period, Purchaser shall engage a surveyor to prepare an ALTA survey of the Seller Parcel (the **“Survey”**) and provide the legal

description of the Property to be conveyed by Seller at Closing. The Property shall be in materially the dimensions depicted in Exhibit "A".

(c) Purchaser shall have fifteen (15) days following receipt of the Commitment and Survey within which to deliver to Seller a notice setting forth any objections to title which render title unmarketable ("Objections"); otherwise, Purchaser shall be conclusively presumed to have approved the title to the Property.

(c) Seller shall, within ten (10) days of receipt of Purchaser's written Objections, notify Purchaser of its intent to cure Objections prior to the end of the Due Diligence Period and shall use reasonable efforts to do so. Pending cure of Purchaser's Objections and in the event Seller shall notify Purchaser of the need for additional time to cure Objections, the Seller shall have up to an additional sixty (60) days, if necessary; to cure Objections; provided, however, that Seller shall pursue cure of Objections in a diligent manner. Upon failure of Seller to provide notice of intention to cure Objections, or if notice is furnished but the Due Diligence Period expires without Objections being cured within the allowable periods, Purchaser may, at its sole election, do any of the following:

- (1) Termination. Terminate this Agreement without any liability on its part and neither party shall have any further rights or obligations hereunder other than those rights and/or obligations which are expressly stated to survive expiration or termination of this Agreement.
- (2) Waiver. Waive such objections and take title to the Property subject to such objections.

7. REPRESENTATIONS OF SELLER. Seller as part of the consideration therefore, represents, warrants, and covenants with Purchaser and its successors and assigns that:

(a) That Seller has the requisite power and authority to enter into this Purchase Agreement and the closing documents relating thereto to be signed by it; that the execution, delivery and performance by Seller of such documents do not conflict with or result in violation of any judgment, order or decree of any court to which Seller is a party; such documents are valid and binding obligations of Seller.

(b) There are no existing claims, actions, suits or other proceedings pending, or to the knowledge of Seller, threatened by any governmental department or agency, or any other corporation, partnership or entity or person whomsoever against Seller or the Property, which in any manner or to any extent may detrimentally affect the Property or Purchaser's right, title or interest in and to any part or all of the Property after Closing.

(c) Other than Seller there are no other tenants or occupants of the Property.

(d) On the Date of Closing there will be no (i) outstanding leases or occupancy agreements, or (ii) outstanding contracts made by Seller for any improvements to the Property

which have not been fully paid for or for which Seller shall not have made arrangements to pay off, at Closing, or that will affect the Property or be binding upon Purchaser or upon the Property subsequent to Closing without Purchaser's written consent; and Seller shall cause to be discharged all mechanic's or materialmen's liens arising from any labor or materials furnished to the Property that were made at the request of Seller, its agents, or contractors, prior to the Date of Closing and any mortgages or other such similar encumbrances.

(e) Until the Date of Closing, except as otherwise provided in this Agreement, Seller shall maintain the land associated with the Property in its present condition, reasonable wear and tear and damage by casualty excepted.

(f) Seller is not a foreign person; as such term is defined in Section 1445(f) (3) of the Internal Revenue Code of 1986, as amended, and shall deliver an affidavit to that effect at closing, which shall be in form and substance reasonably acceptable to Purchaser.

(g) To the best of Seller's knowledge without investigation, no entity or person has, at any time:

- (1) "released" or actively or passively consented to the "release" or "threatened release" of any Hazardous Substance (as defined below) from any "facility" or "vessel" located on or used in connection with the Property or adjacent tracts in violation of applicable laws; or
- (2) taken any action in "response" to a "release" in connection with the Property or adjacent tracts; or
- (3) otherwise engaged in any activity or omitted to take any action which could subject Seller or Purchaser to claims for intentional or negligent torts, strict or absolute liability, either pursuant to statute or common law, in connection with Hazardous Substances (as defined below) located in or on the Property or adjacent tracts, including the generating, transporting, treating, storage, or manufacture of any Hazardous Substance (as defined below) in violation of applicable law. The terms set within quotation marks above means any substance, whether waste, liquid, gaseous or solid matter that is or is deemed to be hazardous, hazardous waste, toxic, pollutant, a deleterious substance, a contaminant or a source of pollution or contamination under any applicable environmental law, including the Comprehensive Environmental Response and Liability Act, 42 U.S.C. Sec. 9601 et seq., as amended ("CERCLA") and any state environmental laws.

(h) To Seller's knowledge, the conveyance of the Property pursuant hereto will not violate any currently existing applicable statute, ordinance, governmental restriction or regulation, or any private restriction or agreement to which Seller is a party.

(i) To the best of Seller's knowledge without investigation, there are no underground storage tanks or wells on the Property, it being understood that the representation as to wells shall be recited in the Deed to be delivered by Seller at Closing.

(j) To the best of Seller's knowledge, Seller represents that methamphetamine production has not occurred on the Property.

(k) Solely for purposes of satisfying the requirements of Minn. Stat. § 115.55, Seller certifies that, to the best of Seller's knowledge, there is no "individual sewage treatment system" (within the meaning of that statute) on or serving the Property.

(l) Seller represent to the best of Seller's knowledge that the property does not have any American Indian burial grounds, other human burial grounds, ceremonial earthworks, historical materials, and/or other archeological sites that are protected by federal or state law. Purchaser's obligation to close is contingent upon Purchaser determining to Purchaser's satisfaction that the property does not have any American Indian burial grounds, other human burial grounds, ceremonial earthworks, historical materials, and/or other archeological sites that are protected by federal or state law.

All of Seller's covenants, representations and warranties in this Purchase Agreement shall be true as of the date hereof and of the Closing Date, and shall be a condition precedent to the performance of Purchaser's obligations hereunder. If Purchaser discovers that any such covenant, representation, or warranty is not true, Purchaser may elect prior to Closing, in addition to any of its other rights and remedies, to cancel this Agreement, or Purchaser may postpone the Closing Date up to ninety (90) days to allow time for correction. If Purchaser elects to proceed with the Closing following such discovery, Purchaser shall be deemed to have waived its rights to assert a claim against Seller arising from the inaccuracy or untruthfulness of any such covenant, representation, or warranty.

8. CONTINGENCIES. The obligations of Purchaser under this Agreement are expressly contingent upon the following:

- (a) The representations of Seller contained in this Agreement must be true now and as of the Closing Date, as if made on the Closing Date and Seller shall have delivered to Purchaser on the Closing Date, a certificate, signed by Seller, certifying that such representations are true as of the Closing Date (the "**Bring-down Certificate**"), except to the extent that the representations are no longer true and acceptable to Purchaser; and
- (b) Title to the Property shall be held by Seller on the Closing Date, and shall be free and clear of all encumbrances except the Permitted Encumbrances.
- (c) Purchaser determining on or before the expiration of the Due Diligence Period, that it is satisfied, in its sole discretion, with the results of matters disclosed by the

survey, environmental/engineering investigation or testing of the Property performed by Purchaser or Purchaser's agent.

- (d) Purchaser entering into a purchase agreement with the owner the property located south of the Property and identified as PID 75-00566-0220 ("Acquisition Parcel").
- (e) Purchaser securing on or before the expiration of the Due Diligence Period all government approvals necessary for Purchaser's intended use of the Property, including the lot line adjustment necessary to combine the Property with the Acquisition Parcel.
- (f) Purchaser closing on the acquisition of the Acquisition Parcel simultaneously with the closing of the acquisition of the Property.

If the contingencies set forth herein have not been satisfied or waived by Purchaser by the dates specified, this Agreement shall be null and void and neither party shall have any further obligations hereunder. The contingencies set forth in this Paragraph are for the sole and exclusive benefit of Purchaser, and Purchaser shall have the right to waive the contingencies by giving notice to Seller, provided Purchaser abides by the time requirements set forth above.

The obligations of Seller under this Agreement are contingent upon the Purchaser and Seller maintaining or modifying existing easement agreements for the Property to allow for adequate traffic flow and shared parking between the Properties.

9. CLOSING. The closing hereof shall take place within forty-five (45) days following expiration of the Due Diligence Period and simultaneously with the closing on the Acquisition Parcel (the "**Closing**" or "**Date of Closing**"). The Closing shall take place at the offices of the Title Company as an escrow closing, unless otherwise agreed by the parties in writing. At Closing, Seller and Purchaser shall disclose their Social Security Numbers or Federal Tax Identification Numbers for the purpose of completing state and federal tax forms.

10. SELLER'S CLOSING DOCUMENTS. At the Closing, Seller shall execute and/or deliver to Purchaser the following (collectively the "Closing Documents"):

(a) **Warranty Deed.** A Warranty Deed in recordable form and reasonably satisfactory to Purchaser, which shall include the following well representations: "Seller certifies that the Seller does not know of any wells on the described Property."

(b) **Seller's Affidavit.** A standard form affidavit by Seller indicating that on the date of Closing there are no outstanding, unsatisfied judgments, tax liens or bankruptcies against or involving Seller or the Property; that there has been no skill, labor or material furnished to the

Property for which payment has not been made or for which mechanic's liens could be filed; and that there are no other unrecorded interests in the Property.

(c) **Non-Foreign Person Certification.** A certification in form and content satisfactory to the parties hereto and their counsel, properly executed by Seller, containing such information as shall be required by the Internal Revenue Code, and the regulations issued thereunder, in order to establish that Sellers are not a "foreign person" as defined in §1445(f)(3) of such Code and such regulations.

(d) **Storage Tanks.** If required, an affidavit with respect to storage tanks pursuant to Minn. Stat. § 116.48.

(e) **Well Certificate.** If there is a well located on the Property, a well disclosure certificate in form and substance true to form for recording.

(f) **Bring-down Certificate.** A certification that the representations and/or warranties made by Seller are materially the same as were in existence on the date of this Purchase Agreement or noting any changes thereto.

(g) **Other Documents.** All other documents reasonably determined by either party and the title insurance company to be necessary to transfer and provide title insurance for the Property.

11. PURCHASER'S OBLIGATIONS AT CLOSING. At Closing and subject to the terms, conditions, and provisions hereof and the performance by Seller of its obligations as set forth above, Purchaser shall:

(a) Deliver to Seller cash or the balance of the Purchase Price, less any adjustments.

(b) Execute and/or deliver to Seller such other documents as may be required by this Agreement or as may be reasonably required by Title Company.

12. CLOSING COSTS. The following costs and expenses shall be paid as follows in connection with the Closing:

(a) Seller shall pay:

(1) The cost of issuance of the commitment for the title policy;

(2) One-half the closing fee charged by Title Company for the Closing between Seller and Purchaser;

(3) State Deed Tax; and

- (4) Seller's attorneys' fees.
- (b) Purchaser shall pay the following costs in connection with the Closing:
 - (1) Premium for Purchaser's Owner's Title Policy, and any endorsements;
 - (2) One-half the closing fee charged by Title Company for the Closing between Seller and Purchaser;
 - (3) The cost of engineers or other consultants, if any, engaged by Purchaser regarding the Property; and
 - (4) The cost of the survey of the Property.

13. REAL ESTATE TAXES AND SPECIAL ASSESSMENTS.

(a) Prior Years' Delinquent Real Estate Taxes and Delinquent Special Assessments. Delinquent real estate taxes payable in years prior to the year of Closing and delinquent installments of special assessments certified for collection with real estate taxes payable in years prior to the year of Closing, together with penalty, interest and costs, shall be paid by Seller not later than the Date of Closing.

(b) Real Estate Taxes Payable in the Year of Closing. Seller and Purchaser shall prorate all general real estate taxes due and payable on or pertaining to the Property in the year in which the Date of Closing occurs on a per diem basis. If the Property is a portion of one tax parcel, the prorated taxes payable herein shall be determined on a proportionate square footage basis based on land value only. Seller shall pay on or before the Date of Closing all levied special assessments associated with the Property as of the date of this Purchase Agreement. Purchaser shall assume and pay any assessment pending as of the date of this Purchase Agreement, and all other assessments. Seller shall pay penalty, interest and costs on any delinquent installment of taxes and special assessments payable in the year of Closing.

(c) Certified Special Assessments. All installments of special assessments certified for payment with the real estate taxes payable on the Property in the year of Closing shall be prorated to the Date of Closing.

(d) All Other Levied Special Assessments. Seller shall pay on the Date of Closing all other special assessments levied against the Property as of the date of this Purchase Agreement.

14. SELLER'S BOUNDARY LINE, ACCESS, RESTRICTIONS AND LIEN WARRANTIES. Seller warrants that buildings on adjoining real property, if any, are entirely outside of the boundary lines of the Property. Seller warrants that there has been no labor or material furnished to the Property for which payment has not been made. Seller warrants that there

are no present violations of any restrictions relating to the use or improvement of the Property. These warranties shall survive the delivery of the Deed.

15. POSSESSION. Seller shall deliver possession of the Property to Purchaser on the Date of Closing.

16. REMEDIES.

(a) If Purchaser defaults in its obligation to proceed to the Closing in accordance with the terms of this Agreement and fails to cure such default within ten (10) days after being notified in writing thereof, Seller shall be entitled, as its sole and exclusive remedy, to terminate this Agreement. Seller shall not have the right to recover any other damages of any kind from Purchaser or to obtain other equitable adjustment to the terms of the sale of the Property.

(b) If Seller defaults on any of its material obligations under this Agreement and fails to cure such default within ten (10) days after receiving written notice thereof, Purchaser shall be entitled, as its sole and exclusive remedy, to terminate this Agreement. Purchaser shall not have the right to recover any other damages of any kind from Seller or to obtain other equitable adjustment to the terms of the sale of the Property.

17. MISCELLANEOUS. The following general provisions govern this Agreement:

(a) Time is of the Essence. The Date of Closing, as the same may be extended pursuant to the terms of this Agreement, is of the absolute essence.

(b) Governing Law. This Agreement is made and executed under and in all respects is to be governed and construed under the laws of the State of Minnesota.

(c) Notices. Any notice required to be given to Seller or Purchaser pursuant to this Agreement is given in accordance with this Agreement if it is in writing and if it is directed to Seller by delivering it personally to an officer of Seller, or if it is directed to Purchaser, by delivering it personally to the City Administrator of Purchaser, or if mailed in a sealed envelope by United States registered or certified mail, return receipt requested, postage prepaid, or if deposited cost paid with a nationally recognized reputable overnight courier, property addressed as follows:

Purchaser: City of Elk River
13065 Orono Parkway
Elk River, MN 55330
Attention: Calvin Portner

With a copy to: Andrea McDowell Poehler
Campbell Knutson, P.A.

Grand Oak Office Center I
860 Blue Gentian Road, Suite 290
Eagan, MN 55121

Seller:

Notices shall be deemed effective on the earlier of the date of receipt or the date of deposit as aforesaid, provided, however, that if notice is given by deposit, the time for response to any notice by the other party shall commence to run one business day after any such deposit. Any party may change its address for the service of notice by giving written notice of such change to the other party, in any manner above specified, 10 days prior to the effective date of such change.

(d) Survival. Except as expressly set forth herein, no warranties, representations, covenants, obligations or other agreements contained in this Agreement shall survive the Closing.

(e) Amendment. This Agreement shall be amended only by a written instrument signed by Seller and Purchaser.

(f) Assignment. Neither Seller nor Purchaser shall assign this Agreement or its rights hereunder without the express written consent of the other, which may be withheld by the other in its sole discretion.

(g) Benefit. This Agreement shall be binding upon and inure to the benefit of Seller and Purchaser and their respective successors and assigns

(h) Entire Agreement. This Agreement (including all exhibits hereto) contains the entire agreement of the parties. It may not be changed orally but only by an agreement in writing signed by the party against whom enforcement of any waiver, change, modification, extension or discharge is sought.

(i) Severability. If any provision of this Agreement is held to be unenforceable or void, such provision shall be deemed to be severable and shall in no way affect the validity of the remaining terms of this Agreement.

(j) Construction. The captions and headings of the various Paragraphs of this Agreement are for convenience only and are not to be construed as defining or as limiting in any way the scope or intent of the provisions hereof. Wherever the context requires or permits, the singular shall include the plural, the plural shall include singular, and the masculine, feminine and neuter shall be freely interchangeable.

(k) Counterparts. For the convenience of the parties, any number of counterparts hereof may be executed and each such executed counterpart shall be deemed an original, but all such counterparts together shall constitute one in the same Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above, in multiple counterparts, each of which shall be deemed an original and all of which shall evidence but one agreement.

[Remainder of Page Intentionally Left Blank]
[Signature Pages to Follow]

PURCHASER:

CITY OF ELK RIVER

BY:

John J. Dietz, Mayor

AND:

Tina Allard, City Clerk

SELLER:

COBORN'S, INCORPORATED

By:

Print Name: _____

Its: _____

EXHIBIT A

Depiction of Additional Property





Request for Action

To
City Council

Item Number
8.5

Meeting Date
September 15, 2025

Prepared By
Joe Stremcha, Business Services Director/Assistant
City Administrator

Item Description
Fire Station #1, Northbound, and Cannabound
Construction Manager at Risk Agreements

Reviewed by
Joe Stremcha
Cal Portner
Tina Allard

Action Requested

Approve, by motion, the Construction Manager at Risk (CMAR) agreements with Terra Construction for the construction of Fire Station #1, Northbound, and Cannabound.

Background/Discussion

Staff solicited CMAR proposals in August 2025. We received five proposals and unanimously agreed to interview three firms.

Panelist interviews consisted of a 15-minute presentation and a 30-minute Q&A session. We also requested that the fee worksheet be included from each of the three firms.

Panelist members included the Fire Chief, Fire Prevention Specialist, Assistant Fire Chief, Deputy Fire Chief, Retail Operations Manager, Economic Development Director, Assistant City Administrator, CNH Architect Rep. (Fire Station), and LSE Architect Rep. (Northbound/Cannabound).

Staff are unanimously recommending Terra Construction for selection at the CMAR for these projects. The way each of their team members actively engaged in the interview process, the experience your superintendents conveyed, and their positive work history in our community were all notable highlights. Terra Construction provided their services on our Station #3 construction project and public safety building addition.

Financial Impact

The Fee Breakdown includes:

Fire Station #1

- Preconstruction Phase Fee: \$10,000
- Construction Phase Fee: 1.5%
- Staffing and Reimburseables: \$700,000
- Bond Cost: 0.7%

The Elk River Vision

A welcoming community with revolutionary and spirited resourcefulness, exceptional service, and community engagement that encourages and inspires prosperity



- Commercial General Liability Insurance: 0.6%

Northbound/Cannabound

- Preconstruction Phase Fee: \$5,000
- Construction Phase Fee: 1.5%
- Staffing and Reimburseables: \$400,000
- Bond Cost: 0.7%
- Commercial General Liability Insurance: 0.6%

Mission/Policy/Goal

Meet changing needs - agile.

Attachments

1. Elk River CMAR Proposal - Terra Construction
2. Exhibit A - CMAR Estimated Fee Breakdown - Terra (August 2025)
3. 2025-09-04 A201-2017-Terra Draft_Fire Station
4. 2025-09-04 A133-2019-Terra Draft_Fire Station
5. 2025-09-04 A201-2017-Terra Draft_Fire Station_Northbound-Cannabound
6. 2025-09-04 A133-2019-Terra Draft_Northbound-Cannabound

CITY OF ELK RIVER

ELK RIVER FIRE STATION NO. 1, NORTHBOUND (LIQUOR STORE), AND CANNABOUND (CANNABIS STORE)

AUGUST 14, 2025



Serving those who serve others®

PROPOSAL
FOR CONSTRUCTION MANAGEMENT AT RISK SERVICES



Serving those who serve others®

763.463.0220
877.604.2118

info@terracc.com
terracc.com



August 14, 2025

Chief Dickinson, Fire Chief
City of Elk River
13065 Orono Parkway
Elk River, MN 55330

RE: Request for Proposal for Construction Management at Risk Services | Elk River Fire Station No. 1,
Northbound (Liquor Store) and Cannabound (Cannabis Store)

Dear Chief Dickinson and Selection Committee,

Thoughtful execution of this multifaceted project spanning public safety, municipal operations, and new retail ventures presents a unique opportunity to build not just new facilities, but new connections between essential City services and the Elk River community. Success will hinge on the City's ability to align quality, cost, and speed across three distinct yet interrelated programs – and on a CMAR partner who understands your priorities, your processes, and your people.

Terra Construction is uniquely positioned to deliver this work with insight, experience, and purpose. Our team offers:

// A Proven Partner to Elk River

We know the City, and we know how to deliver for you. Our past performance on Fire Station #3 and the Public Safety Building Renovation and Expansion reflects a deep understanding of your expectations – from maintaining civic operations during construction to maximizing long-term community value. That experience translates to reduced risk and a smoother project trajectory.

// Public Safety Expertise Backed by Recent, Relevant Success

Your fire station project will benefit from our strong portfolio of municipal and first responder facilities, including recent fire station builds for the cities of Apple Valley and Bloomington which were both completed in collaboration with CNH Architects. We understand the operational complexities and technical needs of public safety spaces, and we bring that insight to every phase of delivery.

// A Purpose-Driven Approach: Serving Those Who Serve Others®

Our work is guided by a clear mission: **Serving those who serve others®**. That mindset fuels our responsiveness, our accountability, and our care in representing public interests on every project. We don't just build facilities; we support the people and communities behind them.

We welcome the opportunity to contribute our experience and commitment to the success of this project and the continued strength of Elk River's civic infrastructure.

Respectfully submitted,

A handwritten signature in green ink, appearing to read 'Tom Brown', written over a light green horizontal line.

Tom Brown, President
tbrown@terracc.com | 763.463.0289



21025 Commerce Blvd, Suite 1000 // Rogers, MN 55374



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3 Proposed Project Management Techniques

4 Cost Management Methodology

5 Approach to Site Logistics

6 Lessons Learned

7 Fire Station & Municipal Projects

E Exhibits



1

Company Profile



Serving those who serve others®

Terra Construction is a Rogers, Minnesota-based commercial builder specializing in public safety projects including fire stations, police stations and training facilities.

Company Ownership

Limited Liability Company

Tom Brown, President,
Ben Newlin, Vice President
Jason Whiting, Vice President

Conflicts of Interest

We have no potential conflicts of interest.

Bonding Capacity

Total Firm: \$100,000,000
Individual Project: \$80,000,000

Financial Standing

We have good financial standing.

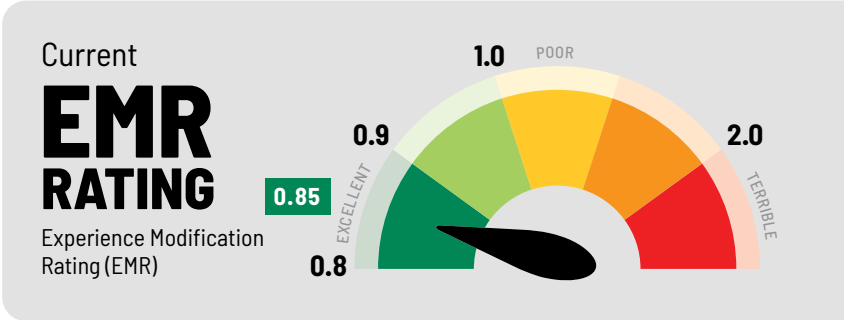
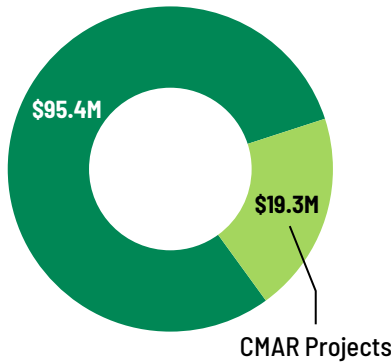
Special Services and In-House Capabilities

Lean Construction, Virtual Design and Construction (VDC)

Availability to Project Locale

Our office is located just 10 minutes from Elk River.

Annual Revenue (2024)



SAFETY RECORD

Year	Hours Worked	Incidents	EMR
2025	TBD	Currently 0	0.85
2024	76,320	0	0.86
2023	76,757	0	0.86
2022	66,560	0	0.84
2021	63,087	0	0.83
2020	61,929	0	0.84
2019	61,144	0	0.85
2018	56,757	0	0.85
2017	50,462	0	0.86
2016	Unavailable	0	0.85
2015	Unavailable	0	0.85

The background of the slide is a grayscale photograph of a construction site. Several black-handled shovels are stuck upright in a pile of light-colored soil or gravel. In the background, a white pickup truck is partially visible. A semi-transparent green rectangular box covers the upper and middle portions of the image, serving as a backdrop for the text.

2

Key Staff Resumes

FIRE STATION NO. 1



NORTHBOUND + CANNABOUND



Tom Brown

Project Executive

ELK RIVER NATIVE



Ben Newlin

Preconstruction Manager



Anya Beck

Public Safety Specialist



Jason Whiting

Construction Operations



Jake Dahlheimer

Project Manager

ELK RIVER NATIVE

FIRE STATION NO. 1



Mitch Hueman

Senior Superintendent



Cody Kolb

Assistant Project Manager

NORTHBOUND + CANNABOUND



Jeff Johnson

Superintendent



Jake Gilleland

Assistant Project Manager

Terra's Local Staff

We rely on you, you can rely on us.



- Elk River
- Otsego
- Nowthen
- Rogers
- Ramsey
- St. Michael

34% of our staff live in Elk River and the surrounding communities.

Our team has a personal interest in the successful completion of this local project.

TECHNICAL RESOURCES



Kory Reiners

Cost Estimator



Jake Anderson

Virtual Design & Construction

ELK RIVER NATIVE



John Bestman

Construction Safety Consultant



Ryan Ring

Lean Construction Consultant / Firefighter



38 YEARS OF EXPERIENCE
20 YEARS WITH FIRM

TOM BROWN

ELK RIVER NATIVE

Project Executive

Tom has over three decades of experience in the commercial construction industry, including projects with clients in the public safety and retail sectors. He has successfully overseen complex municipal projects — prioritizing collaboration and transparency to drive overall project success.

Responsibilities: Executive oversight on team performance, staffing, risk management, quality control, client satisfaction

EDUCATION

- B.S. in Building Construction Management - University of Wisconsin-Platteville

TRAINING/CERTIFICATION

- OSHA 30-Hour
- American Hospital Association Certified Healthcare Constructor (CHC)
- ASHE Healthcare Construction Certificate
- CPR/First Aid/AED Certification
- Distracted Driver Training

SELECT EXPERIENCE



ELK RIVER FIRE STATION #3

Elk River, MN

- 17,500 sf one-story building with mezzanine area
- Scope includes apparatus bays, support spaces, a training tower, classroom, dayroom, dining and kitchen spaces, offices, shower rooms and a physical training room



ELK RIVER PUBLIC SAFETY BUILDING RENOVATION & EXPANSION

Elk River, MN

- 24,000 sf addition to the fire and police departments including two new fire station apparatus bays, interior renovations and a second floor shell police space build out



APPLE VALLEY FIRE STATION #2

Apple Valley, MN

- 27,891 sf two-story facility with two sets of three pull-through apparatus bays split by a full training tower
- Features include a decontamination area, a turnout gear area, administration spaces, an education classroom, residential spaces, fitness room, hose tower, and training and support spaces



BLOOMINGTON FIRE STATION #4

Bloomington, MN

- Demolition of 4,429 sf building, new 25,286 sf facility
- Scope included three apparatus bays, office space, a training room, living accommodations and firefighter's health and safety amenities



EAGAN FIRE STATION #1

Eagan, MN

- Construction of new two-story facility that housed five apparatus bays, offices, lounge and support space



27 YEARS OF EXPERIENCE
17 YEARS WITH FIRM

EDUCATION

- B.S. in Construction Management and Architecture; Minor in Landscape Architecture - University of Minnesota

TRAINING/CERTIFICATION

- OSHA 30-Hour
- CPR/First Aid/AED Certification
- Distracted Driver Training

BEN NEWLIN

Preconstruction Manager

Ben has over two decades of commercial construction experience. He has served as preconstruction manager on all of our public safety projects including fire station, police stations and public safety training facilities.

Responsibilities: Managing the preconstruction phase to include scheduling, development of a logistics plan, creation of the various bid packages, management of the entire bidding process and overall construction procurement

SELECT EXPERIENCE



ELK RIVER FIRE STATION #3

Elk River, MN

- 17,500 sf one-story building with mezzanine area
- Scope includes apparatus bays, support spaces, a training tower, classroom, dayroom, dining and kitchen spaces, offices, shower rooms and a physical training room



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- Scope included three apparatus bays, office space, a training room, living accommodations and firefighter's health and safety amenities



EAGAN FIRE STATION #1

Eagan, MN

- Construction of new two-story facility that housed five apparatus bays, offices, lounge and support space



22 YEARS OF EXPERIENCE
9 YEARS WITH FIRM

EDUCATION

- B.S. in Civil Engineering - University of Minnesota

TRAINING/CERTIFICATION

- OSHA 30-Hour
- CPR/First Aid/AED Certification
- Distracted Driver Training

ANYA BECK

Public Safety Specialist

With extensive public safety expertise and firsthand knowledge from successfully completing multiple fire station projects, Anya brings valuable lessons learned to the broader team, enhancing project outcomes and delivering lasting value.

Responsibilities: Leads public safety strategy, guides compliance efforts, fosters stakeholder partnerships, advises on risk mitigation, and champions safe, secure environments across construction projects from planning through completion

SELECT EXPERIENCE



APPLE VALLEY FIRE STATION #2

Apple Valley, MN

- 27,891 sf two-story facility with two sets of three pull-through apparatus bays split by a full training tower
- Features include a decontamination area, a turnout gear area, administration spaces, an education classroom, residential spaces, fitness room, hose tower, and training and support spaces



BLOOMINGTON FIRE STATION #4

Bloomington, MN

- Demolition of 4,429 sf building, new 25,286 sf facility
- Scope included three apparatus bays, office space, a training room, living accommodations and firefighter's health and safety amenities



EAGAN FIRE STATION #1

Eagan, MN

- Construction of new two-story facility that housed five apparatus bays, offices, lounge and support space



NEW HOPE POLICE STATION & CITY HALL

New Hope, MN

- 66,000 sf construction of new facility
- Scope included lobby, council chambers, conference rooms, offices, workstation, a breakroom, a workroom, holding rooms, jail cells, interview rooms, locker rooms, restrooms, a fitness center and several parking garages



SHAKOPEE FIRE STATION #1 REMODEL

Shakopee, MN

- Interior remodel
- Scope included converting existing training area to dorm rooms, and refreshing the Level 2 offices and lobby with new finishes and a conference room



27 YEARS OF EXPERIENCE
13 YEARS WITH FIRM

EDUCATION

- B.S. in Construction Management;
Minor in Business Administration -
North Dakota State University

TRAINING/CERTIFICATION

- OSHA 30-Hour
- CPR/First Aid/AED Certification
- Distracted Driver Training

JASON WHITING

Construction Operations

Jason brings experience with the City of Elk River and a strong background in construction operations and quality control. Known for his disciplined approach, he consistently delivers projects on time and within budget. His leadership promotes accountability and clear communication, ensuring alignment across teams and stakeholders throughout each phase.

Responsibilities: Conducting inspections, managing schedules and resources, and providing risk assessments to help optimize the project performance while maintaining adherence to budget and timeline constraints

SELECT EXPERIENCE



ELK RIVER FIRE STATION #3

Elk River, MN

- 17,500 sf one-story building with mezzanine area
- Scope includes apparatus bays, support spaces, a training tower, classroom, dayroom, dining and kitchen spaces, offices, shower rooms and a physical training room



ELK RIVER PUBLIC SAFETY BUILDING RENOVATION & EXPANSION

Elk River, MN

- 24,000 sf addition to the fire and police departments including two new fire station apparatus bays, interior renovations and a second floor shell police space build out



BLOOMINGTON FIRE STATION #4

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EAGAN FIRE STATION #1

Eagan, MN

- Construction of new two-story facility that housed five apparatus bays, offices, lounge and support space



401 LAKE STREET EAST

Wayzata, MN

- Work included demolition of an existing building and construction of a 23,753 sf, three-story office building with 13,134 sf enclosed parking



10 YEARS OF EXPERIENCE
5 YEARS WITH FIRM

EDUCATION

- B.S. in Project Management w/ Emphasis in Construction & Facilities Management - Bemidji State University

TRAINING/CERTIFICATION

- OSHA 30-Hour
- CPR/First Aid/AED Certification
- Distracted Driver Training

JAKE DAHLHEIMER

ELK RIVER NATIVE

Project Manager

Jake's dedication and expertise drive our projects to success. Growing up in Elk River, Jake has a passion for working in his local community. He has been fortunate to be able to provide management services on projects for surrounding communities, including the new Fire Station #3, remodeled Station #2, and multiple projects in the City of Rogers.

Responsibilities: Project management from the beginning of construction through closeout and warranty, coordination of subcontractors, continuous updating and management of CPM schedule, management of submittal phase to ensure procurement of long lead items and review of pay applications and change order requests

SELECT EXPERIENCE



ELK RIVER FIRE STATION #3

Elk River, MN

- 17,500 sf one-story building with mezzanine area
- Scope includes apparatus bays, support spaces, a training tower, classroom, dayroom, dining and kitchen spaces, offices, shower rooms and a physical training room



ELK RIVER PUBLIC SAFETY BUILDING RENOVATION & EXPANSION

Elk River, MN

- 24,000 sf addition to the fire and police departments including two new fire station apparatus bays, interior renovations and a second floor shell police space build out



ROGERS INDOOR TURF FACILITY

Rogers, MN

- 80,359 sf multi-purpose indoor facility with fields for lacrosse, baseball, soccer, and football; also to include a walking track, indoor playground, batting cages, and a dedicated spot for the Thumbs Up after-school program



ISD 728 LINCOLN ELEMENTARY RENOVATIONS

Elk River, MN

- 965 sf addition including new interior finishes and building systems and phased interior renovation including mechanical and electrical modification, finishes, restroom accessibility upgrades and installation of a fire suppression system
- Scope also included exterior site improvements and landscaping



401 LAKE STREET EAST

Wayzata, MN

- Work included demolition of an existing building and construction of a 23,753 sf, three-story office building with 13,134 sf enclosed parking



34 YEARS OF EXPERIENCE
15 YEARS WITH FIRM

TRAINING/CERTIFICATION

- OSHA 30-Hour
- Phius Certified Builder (CPHB)
- Erosion & Stormwater Management Certification
- Mobile Elevated Working Platform (MEWP) Training
- Skid Steer Training
- Forklift/Aerial Lift Training
- CPR/First Aid/AED Certification
- Distracted Driver Training

MITCH HUEMAN

Senior Superintendent

Mitch has earned the respect of the trade community in a way that he prepares his project site and schedule to be successful for everyone on the project. The anticipated schedule allows us to be able to present him as the superintendent for Fire Station #1. Mitch represents the highest standard of excellence in project supervision.

Responsibilities: On-site supervision, construction coordination and monitoring of all work/activities, coordination of owner-related activities, progress reviews, safety monitoring and daily field documentation of activities

SELECT EXPERIENCE



MAPLEWOOD FIRE & POLICE DEPARTMENT SOUTH STATION

Maplewood, MN

- 14,786 sf ground-up construction
- Scope included construction of a new station site on the 3M campus in Maplewood that houses four apparatus bays, departmental offices and a police substation



EAST METRO PUBLIC SAFETY TRAINING CENTER

Maplewood, MN

- 6,385 sf two-phase construction
- First phase included a two-story addition to the Burn Tower to include an integrated fire simulation system and simulated smoke; Second phase included construction of a classroom building



CENTURY COLLEGE - TRANSPORTATION TRAINING CENTER

Afton, MN

- 10,000 sf ground-up construction of training facility and track providing students with real life learning experience, new training classrooms and shop area



CARGILL GEOS PILOT PLANT

Savage, MN

- Scope included the ground-up construction of a Global Edible Oil Solutions (GEOS) pilot plant
- Work included the building shell and corresponding infrastructure



SNELLING RETAIL SHELL

St. Paul, MN

- 3,197 sf building shell and 14-stall parking lot
- Project involved the demolition of an old Dairy Queen
- Red Savoy and Dunkin' Donuts occupy the shell



2 YEARS OF EXPERIENCE
2 YEARS WITH FIRM

EDUCATION

- B.S. in Project Management w/ Emphasis in Construction & Facilities Management - Bemidji State University

TRAINING/CERTIFICATION

- OSHA 30-Hour
- CPR/First Aid/AED Certification

CODY KOLB

Assistant Project Manager

Cody Kolb is a dynamic and dedicated Assistant Project Manager. As a detail-oriented individual, Cody thrives in a fast-paced environment, ensuring projects are completed on time and within budget. With his impressive communication skills, Cody effortlessly connects and collaborates with team members and stakeholders, ensuring a seamless flow of information.

Responsibilities: Project assistance and support throughout entire project, issue RFIs, shop drawings and both weekly and monthly reports

SELECT EXPERIENCE



ROGERS INDOOR TURF FACILITY

Rogers, MN

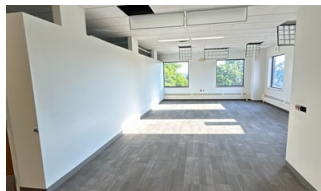
- 80,359 sf multi-purpose indoor facility with fields for lacrosse, baseball, soccer, and football; also to include a walking track, indoor playground, batting cages, and a dedicated spot for the Thumbs Up after-school program



HOUSE OF HOPE PRESBYTERIAN CHURCH UTILITY INFRASTRUCTURE IMPROVEMENTS

St. Paul, MN

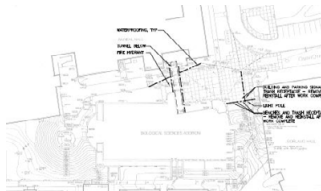
- Replaced and upgraded the existing 2 pipe undersized steam heating/cooling system with a 4 pipe hot water/cooling system
- Work also included a steam boiler replacement, upsized chiller, new fan coil and induction units, and electrical and lighting upgrades



HAMLIN UNIVERSITY EAST HALL COLLABORATION CLASSROOM

St. Paul, MN

- 3,500 sf renovation of a third floor open floorplan
- Work included converted space that housed rolling rack storage into a collaborative classroom setting to serve the School of Business and create study space for students



U OF M ECOLOGY BUILDING WATERPROOFING

St. Paul, MN

- Full scope repair and water infiltration remediation for leaks that had occurred in the tunnel between the University's Ecology Building and McNeal Hall



24 YEARS OF EXPERIENCE
9 YEARS WITH FIRM

TRAINING/CERTIFICATION

- OSHA 30-Hour
- Erosion & Stormwater Management Certification
- Mobile Elevated Working Platform (MEWP) Training
- Skid Steer Training
- Forklift/Aerial Lift Training
- CPR/First Aid/AED Certification
- Distracted Driver Training

JEFF JOHNSON

Superintendent

Jeff is a seasoned professional with over 20 years of experience in the construction industry. As a superintendent, Jeff brings unparalleled expertise and leadership to every project he oversees. With his keen eye for detail and strong communication skills, he ensures that every project is executed flawlessly from start to finish.

Responsibilities: On-site supervision, construction coordination and monitoring of all work/activities, coordination of owner-related activities, progress reviews, safety monitoring and daily field documentation of activities

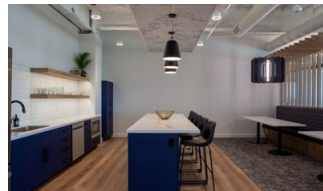
SELECT EXPERIENCE



ALDI #6 - CHANHASSEN

Chanhassen, MN

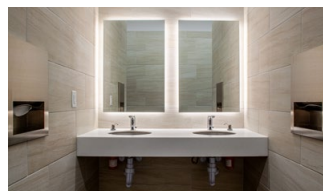
- 19,927 sf, one-story retail grocery store buildout
- Scope included thick-set tile from Germany, meat coolers, freezers, loading dock, display units, checkout counters and newly updated graphics



NORMAN POINTE I - COMMON AREA IMPROVEMENTS AND SPEC SUITES 620 & 630

Bloomington, MN

- 28,146 sf renovation on 6th floor of Norman Pointe I building
- Work included common area, shared conference rooms, restrooms, and tenant build out spec suites



TRUSTONE PLYMOUTH RESTROOM REMODEL

Plymouth, MN

- 889 sf restroom renovation
- Work included new plumbing and lighting fixtures, as well as new floor, wall and ceiling finishes



EAGAN FIRE STATION #1

Eagan, MN

- Construction of new two-story facility that housed five apparatus bays, offices, lounge and support space



SHAKOPEE FIRE STATION #1 REMODEL

Shakopee, MN

- Interior remodel
- Scope included converting existing training area to dorm rooms, and refreshing the Level 2 offices and lobby with new finishes and a conference room



8 YEARS OF EXPERIENCE
3 YEARS WITH FIRM

EDUCATION

- B.S. in Construction Management;
Minor in Business Administration
– Minnesota State University,
Mankato

TRAINING/CERTIFICATION

- OSHA 30-Hour
- CPR/First Aid/AED Certification

JAKE GILLELAND

Assistant Project Manager

Jake's innovative problem-solving skills and ability to think on his feet make him a crucial member of any project team. Whether it's collaborating with contractors, coordinating schedules, or ensuring projects are completed on time and within budget, Jake is always up for the challenge.

Responsibilities: Project assistance and support throughout entire project, issue RFIs, shop drawings and both weekly and monthly reports

SELECT EXPERIENCE



OLD NATIONAL BANK - NORTH ST. PAUL REMODEL

North St. Paul, MN

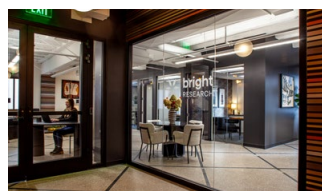
- 10,491 sf interior remodel
- Work included offices, conference room, break room, teller stations, restrooms and safe deposit box nests



ALERUS HEADQUARTERS

Minnetonka, MN

- 29,691 sf interior build out of the ninth floor office areas
- Work included elevator lobby, reception area, offices, workroom, conference rooms, multi-purpose rooms, collaborative spaces, café, vault and restrooms



BRIGHT RESEARCH EXPANSION - PHASE 2

Minneapolis, MN

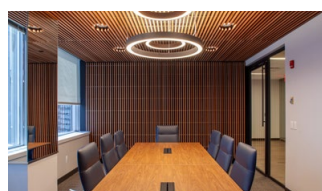
- 5,274 sf expansion to a 6,390 sf existing office space
- Work included new wall partitions, finishes, furniture and equipment



BTM GLOBAL

Edina, MN

- 17,622 sf office remodel
- Work included offices, reception area, lab, conference rooms, copy room, IT room, shipping/receiving area, storage rooms, wellness room, pantry and breakroom



FURIA LAW OFFICE EXPANSION

Minneapolis, MN

- 2,735 sf expansion
- Work included seven offices, open office workspaces, reception area, breakroom and storage space



14 YEARS OF EXPERIENCE
12 YEARS WITH FIRM

EDUCATION

- B.S. in Construction Management
– North Dakota State University

TRAINING/CERTIFICATION

- LEED® Green Associate™
- OSHA 30-Hour
- CPR/First Aid/AED Certification
- Distracted Driver Training

ASSOCIATIONS

- Benton Economic Partnership

KORY REINERS

Cost Estimator

Kory's dedication to client satisfaction and exceptional project outcomes is evident in every aspect of his work. He consistently goes above and beyond to ensure project success. Kory's clear communication skills play a crucial role in fostering strong relationships with clients and stakeholders.

Responsibilities: Providing detailed and accurate construction estimates throughout the design phase including early SD budget estimates, establishment of the detailed GMP and CD price checks

SELECT EXPERIENCE



BLOOMINGTON FIRE STATION #4

Bloomington, MN

- Demolition of 4,429 sf building, new 25,286 sf facility
- Scope included three apparatus bays, office space, a training room, living accommodations and firefighter's health and safety amenities



SHAKOPEE FIRE STATION #1 REMODEL

Shakopee, MN

- Interior remodel
- Scope included converting existing training area to dorm rooms, and refreshing the Level 2 offices and lobby with new finishes and a conference room



EAST METRO PUBLIC SAFETY TRAINING CENTER

Maplewood, MN

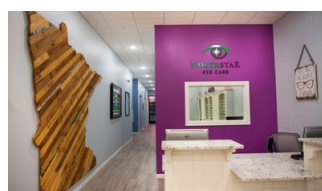
- 6,385 sf two-phase construction
- First phase included a two-story addition to the Burn Tower to include an integrated fire simulation system and simulated smoke; Second phase included construction of a classroom building



ROGERS INDOOR TURF FACILITY

Rogers, MN

- 80,359 sf multi-purpose indoor facility with fields for lacrosse, baseball, soccer, and football; also to include a walking track, indoor playground, batting cages, and a dedicated spot for the Thumbs Up after-school program



NORTH STAR EYE CARE

Maple Grove, MN

- 1,238 sf build-out
- Scope included waiting rooms, reception area, offices, exam rooms, a break room and a lab



13 YEARS OF EXPERIENCE
10 YEARS WITH FIRM

JAKE ANDERSON

ELK RIVER NATIVE

Virtual Design & Construction

Jake's expertise in virtual design solutions provides stakeholders with clear visual representations of the project and the construction site. He effectively communicates with team members and user groups, fostering strong relationships and implementing innovative solutions.

Responsibilities: Utilizing virtual design, Jake collaborates with all parties on modeling, site logistics, staging, drone, photography and video coverage

EDUCATION

- B.S. in Mathematics; Minor in Physics - Augsburg College;
- M.S. in Mechanical Engineering - University of Minnesota

TRAINING/CERTIFICATION

- OSHA 30-Hour
- CPR/First Aid/AED Certification
- Distracted Driver Training

SELECT EXPERIENCE



ELK RIVER FIRE STATION #3

Elk River, MN

- 17,500 sf one-story building with mezzanine area
- Scope includes apparatus bays, support spaces, a training tower, classroom, dayroom, dining and kitchen spaces, offices, shower rooms and a physical training room



ELK RIVER PUBLIC SAFETY BUILDING RENOVATION & EXPANSION

Elk River, MN

- 24,000 sf addition to the fire and police departments including two new fire station apparatus bays, interior renovations and a second floor shell police space build out



APPLE VALLEY FIRE STATION #2

Apple Valley, MN

- 27,891 sf two-story facility with two sets of three pull-through apparatus bays split by a full training tower
- Features include a decontamination area, a turnout gear area, administration spaces, an education classroom, residential spaces, fitness room, hose tower, and training and support spaces



BLOOMINGTON FIRE STATION #4

Bloomington, MN

- Demolition of 4,429 sf building, new 25,286 sf facility
- Scope included three apparatus bays, office space, a training room, living accommodations and firefighter's health and safety amenities



ALDI #102 - PRINCETON

Princeton, MN

- 23,000 sf, one-story retail grocery store
- Scope included thick-set tile from Germany, meat coolers, freezers, loading dock, display units, checkout counters and newly updated graphics



John Bestman

Construction Safety Consultant

With 25 years of experience, John's goals are to increase awareness and recognition of common workplace risk factors while building relationships and creating a safety culture with client organizations.

Responsibilities

Evaluate hazardous exposures while assesses a client's needs and creates customized recommendations and programs that align with short and long-term safety goals unique to the project

Select Experience

- Elk River Fire Station #3 — Elk River, MN
- Elk River Public Safety Building Renovation & Expansion — Elk River, MN
- Bloomington Fire Station #4 — Bloomington, MN
- Apple Valley Fire Station #2 — Apple Valley, MN
- Apple Valley Fire Station #1 & #3 Remodels — Apple Valley, MN

Education

B.S. in Environmental Technology - University of Wisconsin-River Falls



Ryan Ring

Lean Construction Consultant / Firefighter

Ryan is an experienced Last Planner System® coach with a proven track record of developing teams implementing the Last Planner System® and lean construction principles.

Responsibilities

Optimize project delivery by implementing lean principles to reduce waste, improve efficiency and enhance collaboration; facilitate planning sessions and coach team to drive continuous improvement and maximize value of project

Select Experience

- Apple Valley Fire Station #2 — Apple Valley, MN
- National Guard Readiness Center — New Ulm, MN
- ISD 728 Handke Center Renovations — Elk River, MN
- Carleton College Student Health and Counseling Center — Northfield, MN

Fire Experience

- Firefighter/EMT - Rural Metro Fire / Pine Bend Refinery
- Firefighter / Lieutenant - Apple Valley Fire Department
- Special Operations Team - Dakota County

Training

- NREMT
- National Council for Mental Wellbeing
- Mental Health First Aid Certification

The background is a grayscale photograph of a fire station. In the foreground, two firefighters in full protective gear are visible. One firefighter is facing away from the camera, and the other is partially visible on the left. Behind them is a large fire truck. A person is visible in the driver's seat of the truck. The scene is set inside a large, well-lit station with high ceilings and industrial equipment.

3

Proposed Project Management Techniques



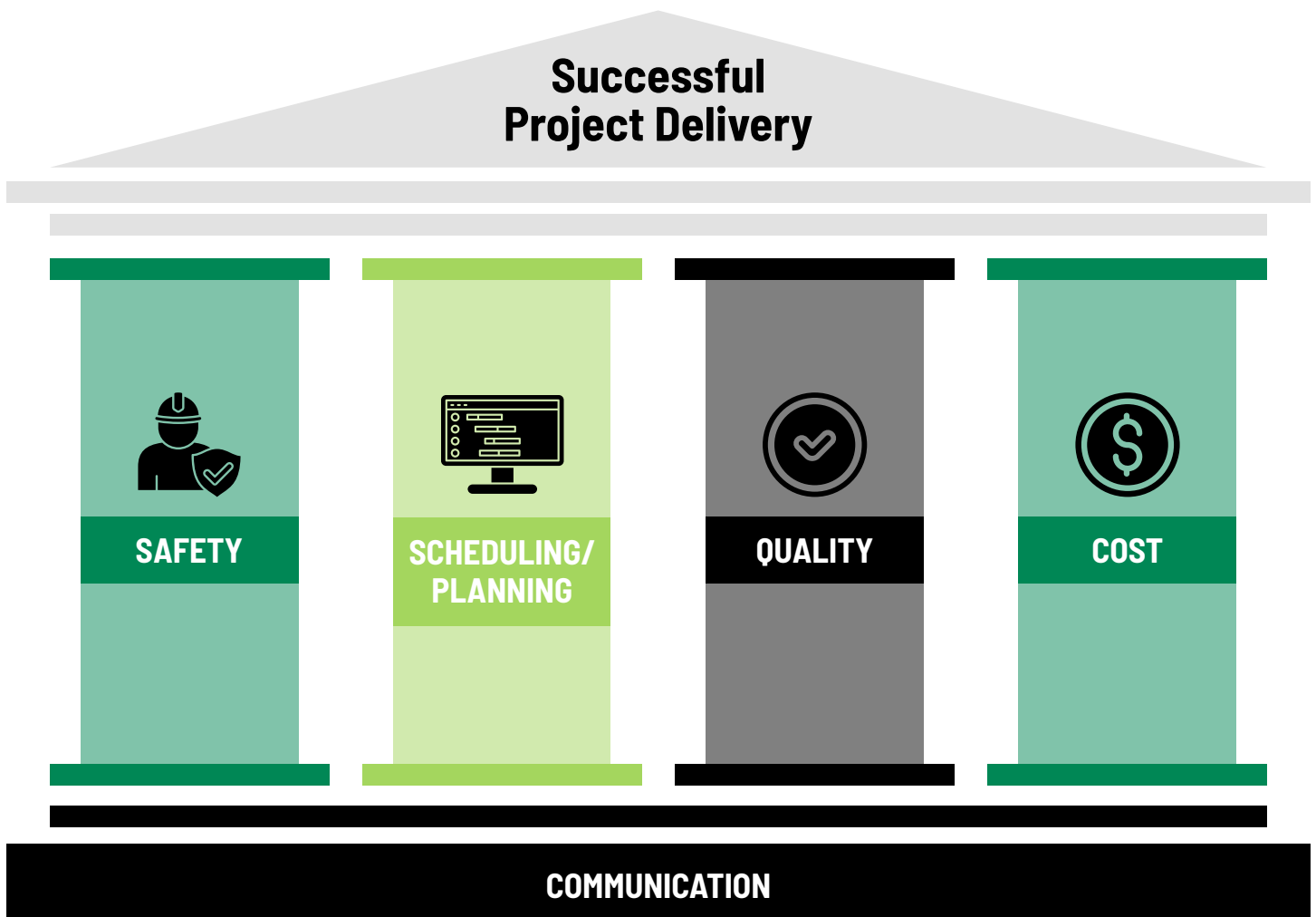
Project Approach

Terra's approach to successful project delivery mirrors the critical elements of a building itself.

The **foundation** of any successful project is **effective communication**.

The **four pillars** required to support ultimate project success are **Safety, Scheduling/Planning, Quality** and **Cost**.

A crack in any one pillar could threaten the stability and effectiveness of any other pillar.





COMMUNICATION

An effective communication plan is essential for every project to ensure all stakeholders are informed, aligned and working efficiently.

Just as we **start with the foundation** in the building, the **first thing we do is establish the communication** plans. This isn't just one project, it's three projects. The complexity of multiple unique stakeholders involved in each project makes clear communication plans vital.

01

Define Communication Objectives

We will ensure the goal is to keep all stakeholders informed, reduce misunderstandings, and foster collaboration. Communication will be timely, accurate and consistent throughout the project. We want everyone to know their roles and responsibilities in terms of communication.

02

Identify Client and Project Stakeholders

We will define all stakeholders — client, user groups, architect, engineers, and subcontractors and suppliers.

For each stakeholder we will consider:

- Their level of involvement
- Their preferred communication method
- What information they need

03

Determine Information Requirements

We will define what information needs to be communicated at different stages of the project

- Project timeline and milestones
- Budget updates
- Daily/weekly progress reports
- Safety and compliance updates
- Change orders and variations
- Request For Information (RFIs)
- Approval requests
- Submittals and approvals



04

Choose Communication Methods and Tools

Select the appropriate communication methods based on the audience and urgency. This could include:

- **Email** for formal updates, approvals, and documentation
- **Project management software** (e.g., Procore) for real-time collaboration and tracking progress (See [page 26](#)).
- **Text messages or instant messaging** (e.g. Microsoft Teams) for urgent communications
- **Phone calls or video conferencing** for real-time decision-making or discussions
- **Meetings (in-person or virtual)** for regular project status updates and issue resolution
- **Bulletin boards or notice boards** at the job site for daily updates and safety reminders
- **Websites** for broader informational updates and sharing

05

Establish Communication Frequency

Define how often communication should occur. This can vary depending on the type of information and the audience.

- **Daily:** Site updates, safety check-ins, briefings, and meeting notes
- **Weekly:** Progress reports, budget and schedule updates, task completion reports
- **Monthly:** Project milestone reviews, quality assurance reports, and major decisions

06

Define Communication Roles and Responsibilities

Assign specific communication roles to team members to ensure accountability. For example:

- **Project Manager:** Overall communication lead, ensures that all stakeholders receive relevant updates
- **Site Superintendent:** On-site communication, daily reports, safety notices
- **Construction Team:** Report issues, progress, or any changes affecting timelines or safety
- **Subcontractors:** Provide updates on specific tasks, report problems, submit necessary documentation
- **Architect/Engineer:** Provide technical specifications, approvals, and clarifications

07

Implement Escalation Procedures

Clearly define a process for escalating issues or delays. This ensures that problems are addressed quickly before they affect the project timeline.

- Determine what qualifies as an issue that needs escalation
- Identify who to contact at each escalation level (e.g. site manager, project manager, owner)
- Set timelines for resolving escalated issues

08

Establish Feedback Mechanisms

Allow stakeholders to provide feedback about communication processes. This will help identify areas for improvement throughout the project. For example:

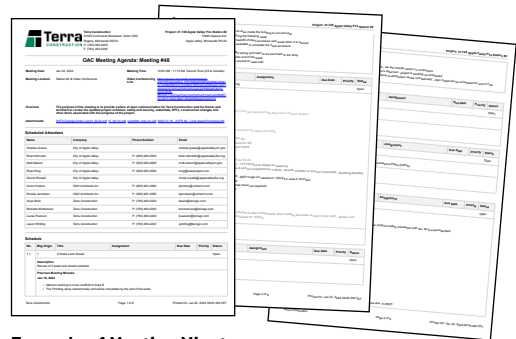
- **Regular surveys or check-ins** to assess communication effectiveness
- **Open channels** for stakeholders to raise concerns
- **Post-project evaluation** to analyze communication challenges

09

Documentation and Record Keeping

Maintain detailed records of all communications for reference and accountability. This includes:

- Meeting minutes
 - Email threads
 - Approved change orders
 - Safety reports
 - Progress photos or site documentation
 - Contracts and subcontracts
- (See [page 26](#) for platforms.)



Example of Meeting Minutes

10

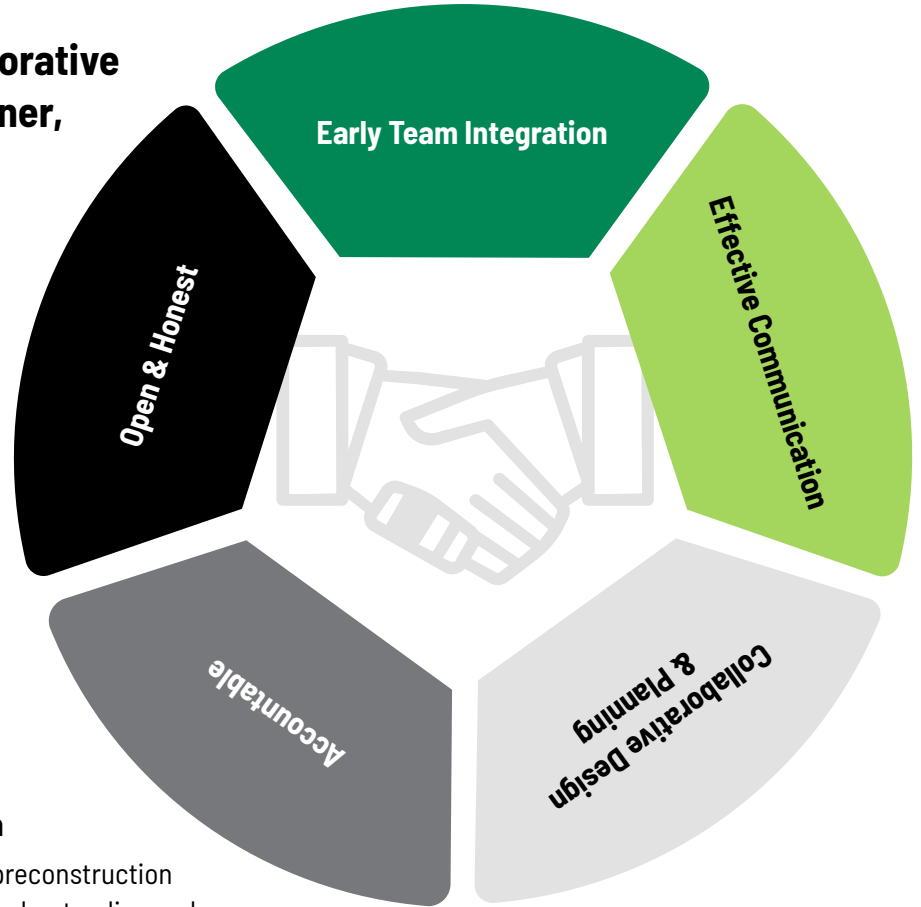
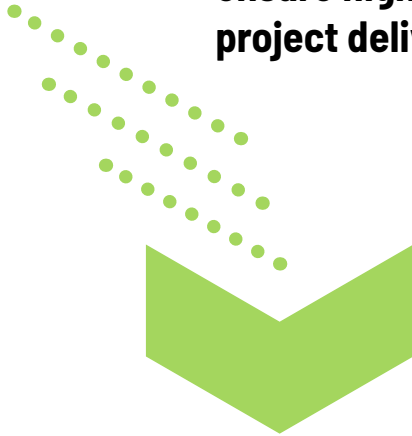
Ensure Clear and Concise Communication

Construction communication should always be:

- **Clear:** Use simple, non-technical language where possible
- **Concise:** Avoid overloading with unnecessary information
- **Action-oriented:** Specify what needs to be done, who is responsible, and by when

The Goal is Collaboration

Our firm uses a collaborative approach with the owner, architect, engineers, and consultants to ensure high-quality project delivery.



Early Team Integration

- Engage early in the preconstruction phase for a unified understanding and planning
- Conduct workshops to foster teamwork, share ideas, and address issues collaboratively

Effective Communication

- Use digital tools for centralized project information, providing coordination
- Hold regular meetings for updates and issue resolution

Accountable

- Proactively communicate progress, challenges and solutions with stakeholders
- Ensure clear, consistent and timely information sharing across teams

Collaborative Design & Planning

- Provide design-assist services, integrating construction insights with design
- Utilize BIM and technology for efficient planning and execution

Open & Honest

- Deliver on commitments while maintaining transparency and trust
- Share information openly and honestly to support informed decisions

Digital Communication Platforms

Terra uses a variety of cutting edge and industry specific software to ensure timely communication of project documents and files critical to successful project delivery.

PROCORE[®] CMiC

Project Management

Terra utilizes cloud-based softwares, CMiC and Procore, for project management to reduce paper waste, increase communication efficiencies and provide all involved parties on-the-go access to vital project information.



REVIT[®] Building Information Modeling (BIM)

Revit[®] BIM models building components to detect constructability issues early, managing costs and conflicts.



Microsoft BIM 360

Microsoft BIM 360 enables cloud-based, real-time collaboration across disciplines, ensuring up-to-date information sharing for efficient, coordinated project delivery.



Quantity Takeoffs & Drawing Management

Terra will use Bluebeam[®] Revu[®] software for quantity takeoffs and drawing management.



File Sharing

Our accounting team uses CMiC software to track costs, providing subcontractors, suppliers, and clients Excel reports—pay applications, change orders, and budgets—for clear, accurate financial management.



File Sharing

Our design-build team would use file sharing software including SharePoint to relay project documents only when CMiC or Procore are not a viable option.



360° Camera

Terra uses this application to capture 360° project site views, uploading them to Procore so all involved parties can track project progress.



Drone Images & Video

Terra will provide drone coverage of your project allowing you to see project progress from a bird's eye view. This will provide an all-encompassing view of the site usage.



Aerial / Drone Photo
Apple Valley Fire Station #2



SAFETY

SAFETY PROGRAM

Terra's safety program follows our written safety manual and OSHA guidelines.

Terra works with Marsh McLennan Agency (MMA) to manage our safety and training programs. We also intend to participate in a voluntary OSHA inspection program.

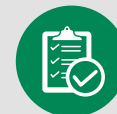
We will use our safety program and policies to enforce all aspects of construction – both for the workers and everyone coming in contact with the project. Our site superintendents, Mitch Hueman and Jeff Johnson, will conduct a weekly safety meeting. He will cover site specific safety items and provide Toolbox Topics – information on specific safety topics ranging from earthwork to electrical. Terra will require all subcontractors submit their written safety plan prior to the start of work and that these safety plans are project specific and include all Safety Data Sheets (SDS) for the materials they will be working with. Copies of all safety manuals will be kept on site.



We participate in a voluntary OSHA inspection program.



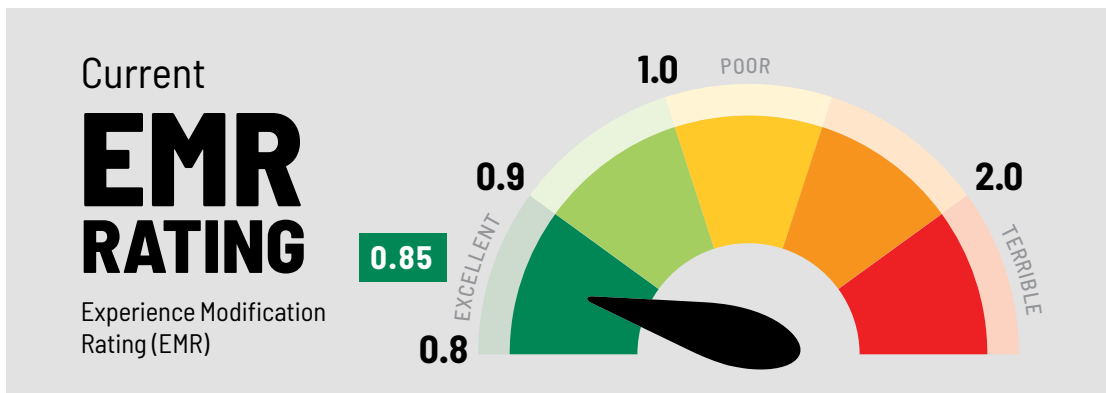
We work with Marsh McLennan Agency to manage our safety and training programs.



Every subcontractor must complete "First Day First Hour" training.



Superintendents all carry/have a Trauma Kit in the vehicle, and have received CPR AED and First Aid training.



First Day, First Hour Training required for all subcontractors

This training must be required prior to any subcontractor personnel stepping on site. Focuses include everything from PPE requirements and proper use, to silica exposure control, lockout/tagout procedures, fall protection and site access.



CONSTRUCTION SITE SAFETY

Terra provides OSHA 30 training to our entire staff. The company has a safety culture whether you are working on site or within the office. Safety starts the second you wake up in the morning and doesn't end until you go to bed in the evening.

Terra's superintendents all carry/have a Trauma Kit in the vehicle or on their project sites. All employees have received CPR, AED and First Aid training and have been trained in the use of the Trauma Kit, which contains an AED. They communicate to all project participants where it is while they are on the project.

◀ **Safety signage communicating important information which must be followed by anyone entering the site.**



SCHEDULING/ PLANNING

SCHEDULING

Key to any successful project delivery is building a plan and then protecting the plan.

During the **preconstruction phase** we **build the plan**.

Design & Schedule Development

Terra will collaborate with CNH and LSE to develop and maintain a comprehensive design schedule that includes clear milestones, bidding dates, and critical deadlines. Early in preconstruction, we will hold a scheduling workshop with the design teams to establish Design Development (DD) completion, Guaranteed Maximum Price (GMP) establishment, Construction Document (CD) durations, and key CD milestones.

This schedule—developed in Microsoft Project using Critical Path Method (CPM) principles—will incorporate user group meetings, committee workshops, and specific agenda items. It will also be included with the bidding documents to ensure alignment among all stakeholders.

By remaining actively engaged, we ensure that all design, bidding, and construction milestones are reflected and updated in the CPM schedule, and that early bid packages are properly incorporated.

Identification of Long-Lead Items

Early in design, Terra will work with the architect, engineers, and owner to identify materials, equipment, and systems with extended lead times—such as specialized mechanical units, switchgear, or custom finishes. If these items are critical to the construction sequence, we will recommend **early procurement packages** to secure production slots, avoid supply chain delays, and lock in pricing.

Build the Plan

We will start with a pull plan session (see *Last Planner System (LPS)* on [page 30](#)) working our way backwards from the key milestone dates for the project. By sequencing tasks, identifying critical paths, and proactively addressing potential conflicts or delays, the team ensures work progresses efficiently. This approach allows for real-time adjustments, keeps milestones on track, and guarantees that the project is executed safely, smoothly, and on schedule.

During the **construction phase** we **protect the plan**.

Protect the Plan

We constantly monitor, react and stay active in protecting our ability to execute our plan. Breaking the overall plan into smaller and smaller bites keeps the entire team coordinated and focused on maintaining the schedule.

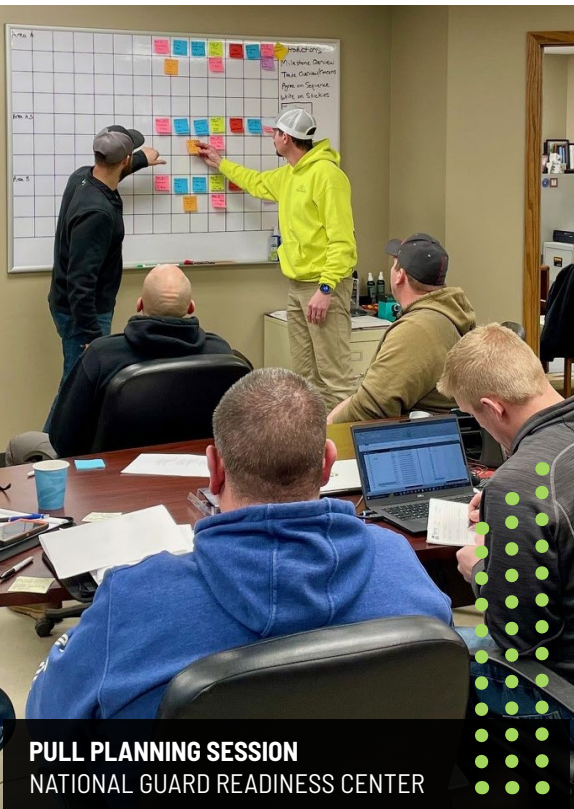
Terra will utilize task scheduling to achieve dates of substantial completion. Our task scheduling includes a variety of tools that support not only the lines of communication but also enhance the overall collaboration of the team.

These tools include



- 01 | Last Planner System (LPS)
- 02 | Milestone Development/Tracking
- 03 | Material Lead Time Development/Tracking
- 04 | Fabrication Date Monitoring
- 05 | Ship Date Checklist and Tracking
- 06 | Phasing Schedules
- 07 | Facility Schedules
- 08 | 3-Week Look Ahead Schedules

01
Last Planner System (LPS)



PULL PLANNING SESSION
NATIONAL GUARD READINESS CENTER



1ST
Master Scheduling

SET OVERALL STRATEGY

Setting Milestones
Identifying Long-Lead Items



2ND
Phase Scheduling

SET MANAGEABLE PHASES

Pull Planning
Identify Handoffs
Identify Operational Conflicts



3RD
Lookahead Planning

MAKES SMOOTH WORKFLOW

Identify Potential Constraints
Ensure Resources Available for Upcoming Tasks



4TH
Weekly Work Planning

ENSURES ACHIEVEMENT

Get Reliable Commitments for Upcoming Week's Work

02

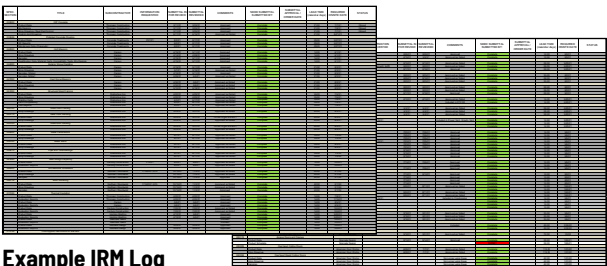
Milestone Development / Tracking

Terra will work with the project team to define critical milestones—such as design package completion, permit approvals, procurement deadlines, and key construction activities—and incorporate them into the Master CPM Schedule. Each milestone will be tracked throughout the project to ensure the team stays on target. We will provide regular milestone status updates at progress meetings, noting any variances and recommending corrective actions when necessary.

03

Material Lead Time Development / Tracking

We will identify and document lead times for all major materials and equipment during preconstruction, with special attention to items with extended procurement durations. This information will be integrated into the CPM Schedule so that procurement activities are aligned with installation needs. Lead times will be monitored weekly, and adjustments will be made proactively to avoid delays caused by supply chain or manufacturing constraints.



Example IRM Log

04

Fabrication Date Monitoring

For components that require off-site fabrication—such as structural steel, precast panels, curtain walls, or custom casework—Terra will track fabrication start and completion dates against the project schedule. By maintaining close communication with fabricators and suppliers, we can verify that production is on schedule and address any delays before they affect field installation.

05

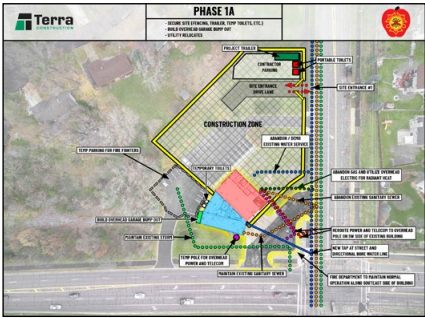
Ship Date Checklist and Tracking

Terra will maintain a detailed shipping checklist for all major deliveries, identifying ship dates, carrier information, and anticipated arrival times. This checklist will be reviewed during weekly scheduling meetings to confirm that deliveries align with installation sequences. Early identification of shipping issues allows us to coordinate alternative logistics solutions or re-sequence work to maintain schedule progress.

06

Phasing Schedules

Where work must be completed in stages—due to site constraints, occupancy requirements, or coordination with other projects—Terra will develop detailed phasing schedules. These schedules outline the sequencing of each phase, including mobilization, construction activities, and turnover dates. This approach minimizes disruption to ongoing operations and ensures that resources are deployed efficiently throughout the project.



Example Phasing Plan

07

Facility Schedules

For projects involving multiple facilities or areas, Terra will develop individual facility schedules that coordinate with the overall CPM Schedule. These focused schedules allow the team to track progress, manage resources, and address specific constraints unique to each facility. This ensures that work across multiple locations is sequenced logically and completed without delays.

08

Weekly Look Ahead Schedules

Terra will provide a detailed 6-week look ahead schedule on a weekly basis to the City of Elk River, CNH, LSE and all subcontractors. This 3-week look ahead schedule will identify specific daily tasks and activities. It is reviewed and discussed by Terra and our subcontractors during the weekly safety and scheduling meeting that we hold separate from the weekly progress meeting with the owner and design team. These safety and scheduling meetings cover specific detailed discussions with subcontractors and suppliers on delivery dates, scheduled installations, weather-related impacts, means and methods and upcoming milestones.

At the end of every week, Terra will issue to the project team a "Weekly Report" that outlines subcontractors on site, major activities taking place that week and the upcoming scheduled work for the following week. It will also include photos documenting these construction activities.

Example 6-Week Look Ahead Schedule

Identifies specific daily tasks and activities and is reviewed weekly by Terra and our subcontractors



Project Name: EPCD Station #3
Project #: 20105
Date: 10/11/2021
Owner: City of Elk River
Supervisor: Mike App
PM: Jason Whiting

and is reviewed weekly by Terra and our subcontractors

		LOOK AHEAD WEEK #1: October 11, 2021							LOOK AHEAD WEEK #2: October 18, 2021							LOOK AHEAD WEEK #3: October 25, 2021							Comments
Work Activities		1	2	3	4	5	6	7	1	2	3	4	5	6	7	1	2	3	4	5	6	7	
Subcontractor																							
Structure/Structure																							
Cemco																							
Complete Brick Veneer																							
Patrol																							
Refractate Steel for App Bay and Trussing Tower to North Side of Shop																							
Mamela																							
Complete Framing and Deck from Top of CMU to Bottom of Deck																							
Patrol																							
Complete Steel Erection at Trussing Tower and App Bay																							
All																							
Refractate Material and Concrete Deck at South Side of Parking Lot																							
Thomson																							
Place Mezzanine SMD																							
Century																							
Complete Exterior Wall Cavity Blocking																							
Mamela																							
Install Deck Glass at Eaves and Rakes																							
Century																							
Complete Facia Plywood at Eaves and Rakes																							
Horizon																							
Complete Roofing Deck Deck																							
Horizon																							
Complete Roofing Vapor Barrier																							
Century																							
Complete All Roof Blocking																							
Horizon																							
Complete Standing Seam Roof																							
Mamela																							
Complete Steel Framing at Trussing Tower Per Detail SMD01																							
Horizon Build Out																							
Century																							
Place SMD																							
Thomson																							
SMD Core																							
Mamela																							
Cure and Seal Lap of Steel Walls																							
Concrete Treatments																							
Complete Initial Grind and Grout Seal of Polished Floor																							
Hill																							
Hang HVAC Main and Available Branches																							
Hill																							
Thomson																							
Trim Enclosure - Place SMD on Gravel																							
Century																							
South Parking Lot - Complete Subsoil Section and Roll Test																							
Century																							
South Parking Lot - Complete Aggregate Base at Core and Outer																							
Hill																							
South Parking Lot - Place Curb and Gutter																							
Century																							
South Parking Lot - Complete Aggregate Base and Tolerance																							
Century																							
South Parking Lot - Complete Asphalt Base Course																							

Construction Communication

Building the Right Team + Having Eyes On Site

Our qualified, experienced and professional superintendents, Mitch Hueman and Jeff Johnson, will provide our clients with on-site supervision that is at the forefront of coordinating the trades and managing the schedule. These full-time superintendents will provide on-site coordination and supervision for their specified sites. They will work closely with the City of Elk River to effectively manage and sequence the work with respect to any owner-related activities.

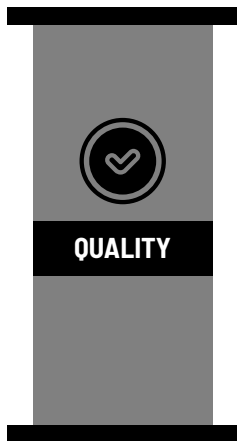
We will create a partnership with CNH and LSE, and implement a program to monitor the quality of the construction and the conformance to the contract documents. In addition to coordination activities, we document progress, the schedule, current activities, milestones and material delivery. We are able to determine if the actual course of construction is on schedule and reflected in the Master CPM schedule. Terra provides photo documentation and written field reports documenting all work activity for every working day of the project.



Mitch Hueman
Fire Station



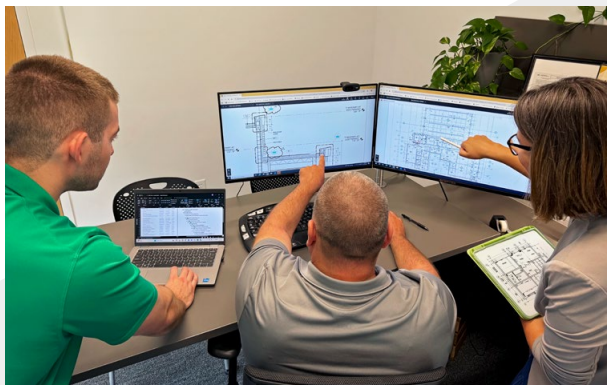
Jeff Johnson
Retail Stores



QUALITY

At the end of the day, the functionality and experience of a facility relies on it performing per expectations.

Preconstruction Quality



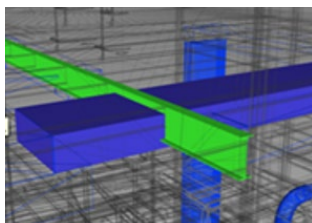
Constructability Review

Our team will also provide a constructability review. Thorough understanding of means and methods, we will identify potential problems and offer realistic solutions. During design, this type of coordination and oversight is critical in today's construction environment and can provide insight on scheduling key milestones, identifying cost savings and other project related requirements.

Quality Control & Assurance

During design, Terra will implement a proactive QA/QC program with the Owner, Architect, and engineers to assess risks related to cost, schedule, materials, and construction methods. This program continues

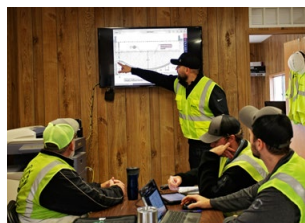
through construction, addressing site utilization, safety, workmanship, subcontractor performance, and schedule compliance.



Clash Detection



Pre-Cast Wall Panel Mock-Ups



Weekly QC Meetings



Site Utilization

Construction Quality

Pre-Installation Meeting & Quality Inspections

During construction, we will perform pre-installation meetings on specific key aspects of construction such as roofing, flashing, waterproofing, curtain walls, windows and finishes. An example would be an exterior window opening mock-up that shows the wall cavity, construction material, flashing and craftsmanship. Often times, the pre-installation meetings and mock-ups can resolve issues before the construction of these activities begins.



Our team conducts thorough quality inspections at each stage of construction to ensure all work meets project specifications, industry standards, and client expectations. Inspections verify material compliance, workmanship, and adherence to approved drawings. Any deficiencies are promptly addressed through corrective measures. Regular documentation and communication with stakeholders provide transparency, while final inspections confirm the project's readiness for turnover, ensuring a safe, functional, and high-quality end product.

Final Start-Up, Testing and Occupancy

Our team has extensive experience in final start-up, testing, and occupancy for a variety of projects. This is the most important aspect of the project and is rarely done properly. The best process for ensuring that the start-up and testing process goes smoothly is to have an inspection and receive verification that all systems were designed, installed and tested properly and the City is properly trained.

These processes need to occur throughout the project and require a great amount of teamwork to be successful. A project that has good communication and teamwork throughout will help make this a reality. We focus our attention during this phase of the project on good communication. Terra schedules and conducts all final start-up procedures, which will not begin until all prerequisite activities have been completed. We will coordinate and work with your staff and contractors to perform training sessions on all mechanical and electrical components of the building.

Project Closeout

Terra considers the closeout of a project to be very important. We have developed a process that starts during the submittal phase. We secure some of the closeout documents at this time to better facilitate closeout at the end of the project. Our relationships throughout the project duration help us to secure the closeout packages from our subcontractors and suppliers. From warranties to final lien waivers, we will quickly compile the hard copies and electronic copies in a digital package for your project. Terra will confirm what the City expects on the project.

Punch Lists

Punch lists on Terra's projects are usually shorter than other contractors due to our pre-punch list efforts. We work closely with our subcontractors and complete a pre-punch walkthrough that allows us to correct most items that would come up during the architects and engineers punch list.

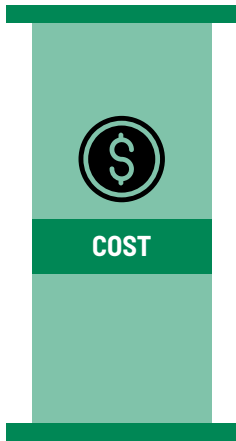
Warranty Administration

The warranty administration will be handled by the same personnel who worked on the project, eliminating the education process for someone who hasn't been to the facility previously.

A grayscale photograph of a gym interior, featuring various exercise machines, weights, and people working out. A semi-transparent green rectangular overlay covers the majority of the image. In the foreground, a woman is seated on a machine, smiling. In the background, several men are standing near other equipment. Large windows are visible on the back wall.

4

Cost Management Methodology



COST

Predictability and transparency on project cost, set the whole team up for success.

Terra utilizes various tools and opportunities in the documentation of the scope of work and the establishment of our detailed estimates. Rather than relying on the information in a set of drawings, we approach this collaboratively and utilize the following strategies to establish the cost of work:

Attend Design Meeting

Meet to understand the design intent, features and finishes

Attend Individual Interior Design Meetings

Meet with the designer to understand what they are intending to specify for various finishes and manufacturers

Mechanical & Electrical Systems

Understand the basis of design and intent from the engineers

Plan/Spec Review

Review specification section and alignment to the drawing set

Take-Offs

Complete quantity take-offs and unit pricing

Review Budget Pricing

Review manufacturer, supplier and specialty contractor budget pricing

Tariffs & Labor Pay Scale Increases

Analyze any upcoming material tariffs and timing of labor pay scale increases

Premium Time

Review timing of construction and whether any premium time should be considered



Cost Management

Terra will create a cost format from the current design documents that CNH and LSE have available. This format will be utilized to determine if the current design is within the project budget. We will utilize our Revit® construction design software, Bluebeam, CMiC, Terra's cost database and recent historical cost comparisons in establishing our detailed estimates.

During Design

Cost control will begin during design with systematic document review and accurate cost estimates.

Document Review

Thorough review of the documents throughout the entire design phase of the project. This will not only allow us to better perform a constructability review, but also identify any discrepancies amongst drawings and specifications, or conflicts between trades. This approach will also help eliminate future change orders after construction begins.

During the Design phase



In coordination with the team, Terra will establish and present a Guaranteed Maximum Price (GMP) to the City of Elk River that includes a contingency for those items yet to be defined or designed. Terra will continue to evaluate and test the design in comparison to previous estimates to confirm that the project stays on budget through the Construction Document (CD) phase. This process will ensure a successful bid opening, which has been the case on all of our CM projects.

Throughout the design phase and while establishing the estimates, Terra will work closely with the City and the design team in developing a project contingency that is appropriate and specific to the project. This contingency can be allocated for unforeseen conditions or potential unknown conditions during the design period. Terra will issue the City an updated contingency log weekly and only use such contingency items after receiving approval.

Value Engineering

Value engineering is one of the most misrepresented and incorrectly performed activities in the design phase. Value engineering does not compromise the design solution, cost-cutting and scope reduction do. The goal of value engineering is to develop the

The goal of value engineering is to develop the best return on investment while still achieving the goals that were set out to accomplish from the beginning.

best return on the investment and while still achieving the goals that were set out to accomplish from

the beginning. It has been our experience that significant savings can be achieved by properly implementing a value

engineering process. **When it is conducted correctly, the results of value engineering are cost effective solutions that meet the owner's expectations of quality, function and budget.** In addition, the owner/ users gain significant insights into the options which are available in the marketplace.

Every system from the structure, mechanical and electrical systems to the building envelope and interior finishes, should be included in this assessment. **To be the most effective, we recommend that the first value-engineering session be held during the schematic design phase when preliminary system evaluations are being made and for the process to continue through project completion.**



**Serving those
who serve others.™**

Public Bidding Methods

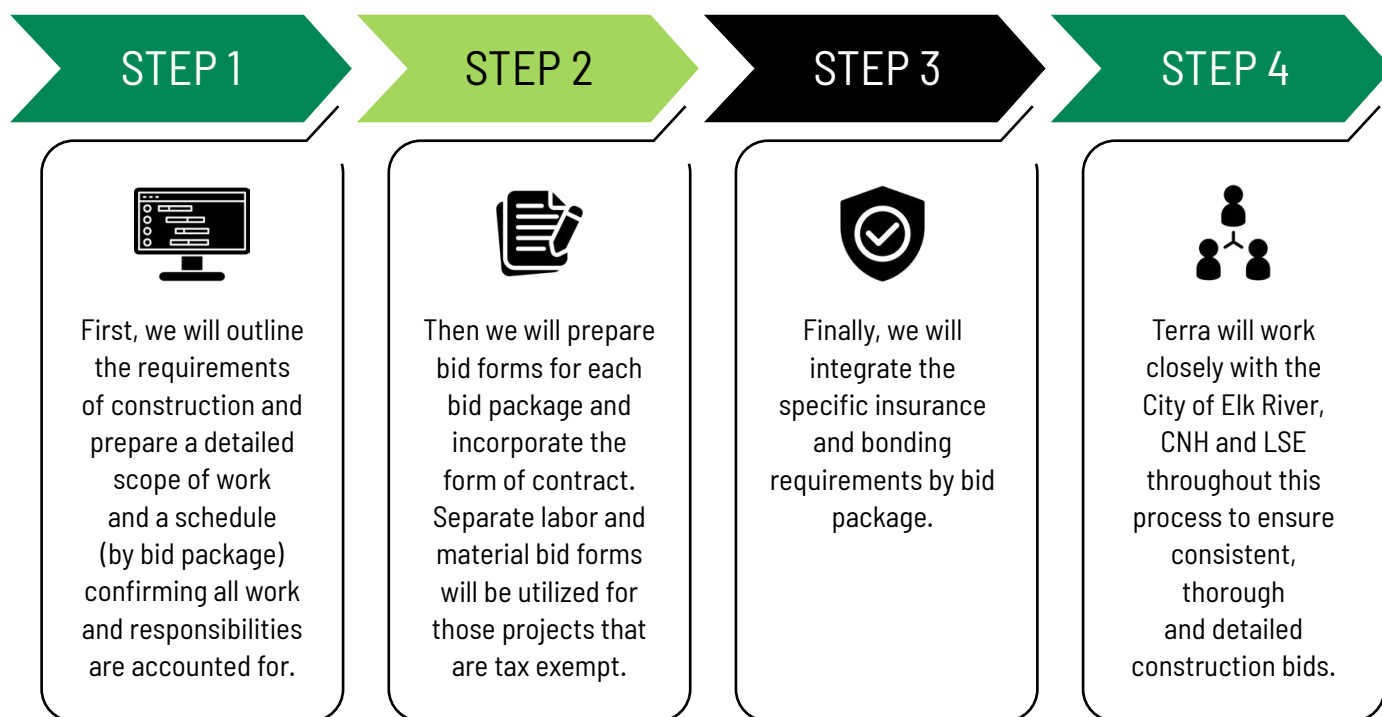


Bid Phase Administration

Prior to bidding, Terra will identify specific work scopes and bid packages that best fit the requirements of this project. These proposed bid packages will be reviewed by the team prior to finalizing the bid packages. We will also develop a realistic schedule that can ultimately be used during bidding. This will allow all trade contractors to be aware of the expectations prior to bidding and eliminate any discussions related to schedule during construction.

Role in preparing project manual

Our role in preparing the project manual will primarily be focused on the front-end (Divisions 0 and 1).



Transparency

Terra's bid process is completely transparent from advertisement to bid opening.

Terra's approach and philosophy on construction management projects ensures transparency and is defensible. For every bid package, of the bids received from the qualified bidders, the lowest responsible and responsive bidder will be awarded the contract for the scope of work defined. Terra will ensure that all bidders receive the notice to bid, have an equal amount of time to bid and confirm that all bidders have received addendums when they are issued. Furthermore, Terra will publicly open and read aloud all bids by bid category. The City, CNH, LSE and all trade contractors are welcome to attend this bid opening.

After securing bids, Terra will:

- 1 Review bids / confirm compliance.
- 2 Perform bid qualifications process.
- 3 Review findings with owner.
- 4 Recommend and award contracts.

During Construction

Once construction begins, cost control would come through our aggressive, but fair, change order negotiations with the awarded trade contractors. Our knowledge of material costs, means, methods and current cost trends will be a valuable resource to the project.

Terra will maintain an overall construction budget and will continually monitor and update the budget as changes occur.

The reports we provide as part of our overall budget tracking system include:

- Total Project Budget Summary
- Contract Summary Log
- Subcontractor Contract Summary Log
- Change Log
- Contingency Log
- Invoice/Cost Tracking Log



Change Management

We provide aggressive and fair change order negotiations with the trade contractors. We will review all costs submitted for any change and require trade contractors to break down the costs in itemized material and labor hours. We use this to determine if the costs submitted are consistent with the scope of work identified in the change. We have a thorough understanding of means, methods, material costs, labor costs and current cost trends. We will provide you with the expertise and ability to challenge or negotiate costs in a fair and professional manner.

Terra will coordinate with the City for system start-up and testing, continual inspections, verifications and training of staff. During construction, these processes will occur from start to finish. Similar to our past successful projects, Terra will provide all the critical communication and scheduling to ensure this project receives a high level of service.



5

Approach to Site Logistics

Logistics Management

01 SITE ACCESS, PERIMETER AND STORMWATER CONTROL

We will establish fencing, silt protection and site access points that ensure site safety and security, control stormwater runoff, create efficient delivery routes, strategically place construction entrances and maintain access for businesses.

02 MATERIAL STAGING APPROACH

Our team will designate staging areas to limit material relocation and improve labor efficiency. We will prioritize early installation of hardscapes to enable organized and protected storage, reduce material damage and delays and provide safer surfaces for workers and equipment.

03 TRAFFIC & EQUIPMENT COORDINATION

We will provide reliable site access in all weather conditions and utilize traffic control flaggers as needed. Our team will define equipment paths for safe and efficient material movement.

04 SITE SECURITY & SAFETY

Temporary barriers, signage and dust control will separate construction from public areas, ensuring safety and minimizing disruption. Our superintendent will lead weekly safety meetings.

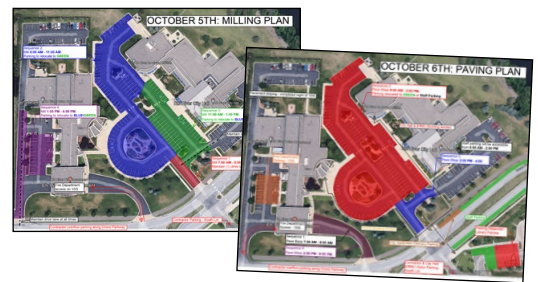
Marsh McLennan Agency (MMA) conducts schedule and random safety inspections. We also participate in OSHA's Consultation Program **to uphold the highest safety standards.**

05 COORDINATION WITH THE CITY

We will provide disturbance avoidance plans outlining how utility impacts are managed. Weekly updates will be shared with the City and stakeholders to ensure transparency and minimize disruptions.

Project Staging to Minimize Disruptions

Our staging strategy is designed to minimize disruptions and maintain safety throughout construction. We take into account traffic flow, nearby residences, high-risk zones, and site grading—particularly as it impacts stormwater management.



Example of Disturbance Avoidance Plan from Elk River Public Safety Building Renovation & Expansion

6

Lessons Learned

Lessons Learned



Build a Strong Team

We understand the importance of assembling the right team for the project. We have learned that assembling a project team around the type of project and delivery method is critical. We also assemble teams that work well together, collaborate, are respectful and have a clear understanding of the objectives. We have developed a project team for this project that not only works well together, but are also experienced in managing public safety projects and well-versed in both ground-up construction and renovations.



Keep Scope in Check

Every project has a budget and we understand the importance of being a collaborative partner in the design phase to help navigate the decision-making process from a financial perspective. Public safety projects can include some unique aspects, security requirements and equipment that also play into the budget. We have learned that identifying scope creep early in the design will help navigate those waters and maintain the ability to manage the budget as the project and design become further developed.



Utilize Pre-Installation Meetings & Mock-Ups

Regardless of the project type, we identify the key components, assemblies or details of the project that would benefit all parties by implementing additional coordination, and having pre-installation meetings and construction mock-ups of specific details. We have witnessed benefits by having this additional coordination prior to the work occurring. It not only allows the installers to understand the details, but also provides enough time prior to the work occurring to answer any questions or work out any details.



Lessons Learned



Don't Compromise Our Values, No Matter What

Our values of *Integrity, Honesty, Trust and Respect for Others* are at the center of our decisions. Regardless of the time and financial constraints, we want our company and employees to make decisions based off of these core values.



Project Meetings are Critical

We have learned that no matter what the project size is, meetings throughout the project are critical for the entire project team as they enhance coordination and communication. We host a variety of weekly meetings that include Owner-Architect-Contractor (OAC) meetings, weekly scheduling meetings, in-house project team meetings, safety coordination meetings, toolbox talks and first day / first hour. Each meeting is different with clear objectives while outlining the tasks and action items.



Be Prepared for Emergencies

Prior to starting each project, our project team performs a pre-job checklist and develops an emergency action plan. All of our superintendents and project managers have completed their OSHA-30 Hour training, CPR, First Aid and AED training. In addition, we have provided every superintendent with their own AED. With the continued training and proper equipment, we will be prepared should an emergency occur.

The background image shows the interior of a fire station, featuring a large, open space with a high ceiling and a concrete floor. A large green rectangular overlay covers the majority of the image. In the bottom right corner, a black door is visible, and a bright light source is shining from the right side, creating a strong glare.

7

Fire Station & Municipal Projects

MUNICIPAL EXPERIENCE

PROJECT NAME	SIZE (IN SF)	YEAR COMPLETE	CONSTRUCTION VALUE	Publicly Funded CM Delivery	Ground Up On Budget
City of Apple Valley Fire Station #2	27,891	2024	\$15,260,405	✓	✓
City of Bloomington Fire Station #4	25,286	2023	\$10,790,100	✓	✓
City of Elk River Fire Station #3	15,397	2022	\$6,904,500	✓	✓
City of Elk River Public Safety Building Renovation & Expansion	24,000	2021	\$6,368,984	✓	✓
City of Maplewood Fire & Police Department South Station	14,786	2014	\$3,723,610	✓	✓
City of Eagan Fire Station #1	15,272	2017	\$4,832,931	✓	✓
City of Shakopee Fire Station #1 Remodel	2,965	2024	\$729,154	✓	✓
East Metro Public Safety Training Center	6,385	2015	\$938,303	✓	✓
City of New Hope Police Station & City Hall	63,556	2019	\$15,160,554	✓	✓
City of Apple Valley Splash Valley Water Park	8,205	2025	\$6,311,909	✓	✓
Hennepin County Sheriff's Water Patrol Modifications	10,000	2020	\$755,711	✓	✓
Department of Military Affairs Readiness Center	43,574	2025	\$21,723,300	✓	*
MnDOT Truck Station	50,583	2012	\$8,123,648	✓	✓
City of Rogers Event Center	9,438	2020	\$2,369,334	✓	✓
Mississippi Crossings	9,500	2021	\$7,195,153	✓	✓
Ramsey County Lions Park Restroom/Shelter	3,879	2021	\$1,216,785	✓	✓
Rosemount Family Resource Center	4,913	2020	\$1,031,410	✓	✓
Hennepin County Absentee Ballot Counting/Conference Center	7,379	2016	\$744,267	✓	✓
Hennepin County Family Justice Center	11,665	2018	\$1,224,312	✓	✓
Hennepin County Public Defender's Office	30,329	2014	\$3,323,000	✓	✓
ARCC College Services & Library Renovation	28,000	2020	\$2,265,838	✓	✓
Bemidji State University Academic Learning Center	82,622	2020	\$17,961,000	✓	✓
Carleton College Scoville Hall	14,463	2017	\$5,032,471	✓	✓
Century College Engineering & Applied Technology Center	14,600	2020	\$5,011,840	✓	✓
Century College Transportation Training Center	10,000	2009	\$2,157,018	✓	✓
MSU - Moorhead Comstock Memorial Union	30,000	2015	\$6,508,856	✓	✓
Saint Paul College East Tower Masonry & Windows	N/A	2020	\$3,979,017	✓	✓
St. Cloud State University Eastman Hall Renovation	58,853	2019	\$16,034,038	✓	✓
St. Cloud State University East & West Shoemaker Halls	83,159	2014	\$14,576,264	✓	✓
St. Cloud State University North Shoemaker Hall	33,000	2011	\$5,324,987	✓	✓
University of Minnesota-Morris Blakely Hall Classroom	6,348	2019	\$1,633,140	✓	✓
University of Minnesota-Morris Humanities Classroom	5,800	2019	\$1,071,818	✓	✓
ISD 728 Rogers High School 3rd Wing Addition	53,000	2017	\$10,344,103	✓	✓
ISD 728 Rogers High School Performing Arts Center	24,000	2017	\$11,940,858	✓	✓
ISD 728 Salk Middle School Improvements	88,440	2018	\$11,186,424	✓	✓

*In progress



RETAIL EXPERIENCE



City of Elk River Fire Station #3

Elk River, MN



Project Description

Elk River Fire Station #3 provides fire suppression services to the newer developments in the eastern part of Elk River. It utilizes CMU bearing walls with concrete spread footings and a steel joist roof structure. Major space types include the apparatus bays and support spaces, training tower, large divisible classroom, dayroom, dining and kitchen spaces, offices, shower rooms, a physical training room, mezzanine and a tornado shelter.

Services Provided

Preconstruction, Construction Management

- Cost Estimating, Value Engineering, Life Cycle Cost Analysis, Bid Package Development, Bidding, Construction Coordination Administration, Scheduling

DELIVERY METHOD

Construction Manager at Risk

PROJECT SIZE

15,397 sf

YEAR BID

2021

YEAR COMPLETED

2022

GMP

\$7,098,246

FINAL CONSTRUCTION COST

\$6,904,500

RECORD OF CHANGE ORDERS

\$145,803

OWNER REFERENCE

Mark Dickinson

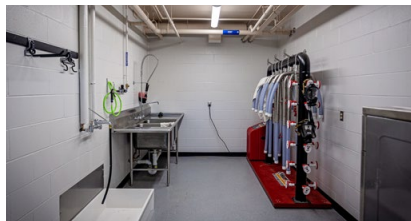
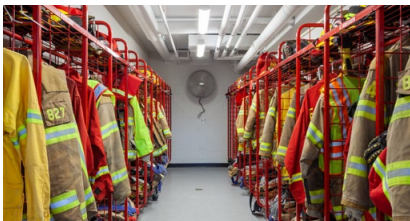
Fire Chief

763.350.0769

mdickinson@elkrivermn.gov

City of Elk River Public Safety Building Renovation & Expansion

Elk River, MN



Project Description

This project included renovations and an expansion to Elk River's Public Safety Building which included Fire Station #2 and the Police Department. The fire station scope included a 3,800 sf expansion to include two apparatus bays as well as a 4,000 sf renovation of the existing apparatus bays and supports spaces including a turnout gear storage room, decontamination areas, locker rooms, showers, kitchen and dayroom. The police department scope included a 12,200 sf interior renovation to improve security and workspace efficiency as well as the buildout of a 4,000 sf second floor shell space.

Services Provided

Preconstruction, Construction Management

- Cost Estimating, Value Engineering, Life Cycle Cost Analysis, Bid Package Development, Bidding, Construction Coordination Administration, Scheduling

DELIVERY METHOD

Construction Manager at Risk

PROJECT SIZE

24,000 sf

YEAR BID

2020

YEAR COMPLETED

2021

GMP

\$6,682,509

FINAL CONSTRUCTION COST

\$6,368,984

RECORD OF CHANGE ORDERS

\$48,752

OWNER REFERENCE

Mark Dickinson

Fire Chief

763.350.0769

mdickinson@elkrivernm.gov

City of Apple Valley Fire Station #2

Apple Valley, MN

Completed with CNH



Project Description

This project will replace the current Fire Station #2 and includes a two-story operations wing with two sets of three pull-through apparatus bays split by a full training tower. It will feature a decontamination area, a turnout gear area, administration spaces, an education classroom, residential spaces, fitness room, hose tower, training features and support spaces. The project also includes minor remodeling at Fire Stations #1 and #3 including upgrading the turnout gear and decontamination areas, and enclosing the fitness area at Fire Station #1.



Minnesota Construction Association
Publicly Funded Construction Project of the Year (2025)

Services Provided

Preconstruction, Construction Management

- Cost Estimating, Value Engineering, Life Cycle Cost Analysis, Bid Package Development, Bidding, Construction Coordination Administration, Scheduling

 **Watch Hose Uncoupling Ceremony**

DELIVERY METHOD

Construction Manager as Advisor

PROJECT SIZE

27,891 sf

YEAR BID

2022

YEAR COMPLETED

2024

GMP

\$16,847,213

FINAL CONSTRUCTION COST

\$15,260,405

RECORD OF CHANGE ORDERS

\$198,585

OWNER REFERENCE

Charles Grawe

Assistant City Administrator

952.953.2508

charles.grawe@ci.apple-valley.mn.us

City of Bloomington Fire Station #4

Bloomington, MN

Completed with CNH



Project Description

This project involves the demolition of the City of Bloomington's 4,429 sf, current Fire Station #4 and construction of a new 25,286 sf facility. The new building will include 3 bays, office space, a training room, living accommodations and firefighter's health and safety amenities.



Minnesota Construction Association
Publicly Funded Construction Project of the Year (2024)

Services Provided

Preconstruction, Construction Management

- Cost Estimating, Value Engineering, Life Cycle Cost Analysis, Bid Package Development, Bidding, Construction Coordination Administration, Scheduling



Tour the Station

DELIVERY METHOD

Construction Manager as Advisor

PROJECT SIZE

25,578 sf

YEAR BID

2022

YEAR COMPLETED

2023

GMP

\$10,949,842

FINAL CONSTRUCTION COST

\$10,790,100

RECORD OF CHANGE ORDERS

\$260,766

OWNER REFERENCE

Jay Forster
Assistant Chief
952.563.4801
jforster@bloomingtonmn.gov

City of Eagan Fire Station #1

New Hope, MN

Completed with CNH



Project Description

This new two-story fire station includes five apparatus bays, offices, support spaces, and a clock tower. It supports Eagan's transition from paid-on-call to a duty crew response model.

Services Provided

General Construction

- Material Procurement, Scheduling, Logistics and Coordination, Subcontractor Contract Management, Value Engineering

DELIVERY METHOD

Design-Bid-Build

PROJECT SIZE

15,272 sf

YEAR BID

2016

YEAR COMPLETED

2017

GMP

N/A (Design-Bid-Build)

FINAL CONSTRUCTION COST

\$4,832,931

RECORD OF CHANGE ORDERS

\$237,000

OWNER REFERENCE

Mike Scott
Former Fire Chief
952.924.2596
mscott@stlouisparkmn.gov

ADDITIONAL RELEVANT **PUBLIC SAFETY** PROJECTS



Maplewood Fire & Police Department South Station

This sustainable station on 3M's Maplewood campus includes four apparatus bays, offices, a police substation, rain gardens, recycled materials, and Minnesota's first internationally certified green construction.

SF: 14,786

Cost: \$3,723,610

Year Completed: 2014



East Metro Training Center

This project included construction of a two-story addition to the Burn Tower to include an integrated fire simulation system and simulated smoke. Additional work involved the construction of a classroom building which included a training room, two offices, storage space and men's and women's restrooms. The site is used by more than 20 local fire departments annually.

SF: 6,385

Cost: \$938,303

Year Completed: 2015



New Hope Police Station & City Hall

This project involved the construction of a new City Hall to house city offices and the police department for the City of New Hope. Work included the construction of a lobby, council chambers, conference rooms, offices, a breakroom, a workroom, holding rooms, jail cells, interview rooms, locker rooms, restrooms, a fitness center and several parking garages.

SF: 63,556

Cost: \$15,160,554

Year Completed: 2019

ADDITIONAL RELEVANT **RETAIL** PROJECTS



Aldi #102 – Princeton

A ground up build of a one-story 23,000 sf retail grocery store. The interior of the space included thick-set tile from Germany, meat coolers, freezers, loading dock, display units, checkout counters, and newly updated graphics. A large backroom area was also included in this project for future expansion.

SF: 22,978

Cost: \$2,493,660

Year Completed: 2018



Old Southern BBQ – Shakopee

This project involved the buildout of an existing tenant space for Old Southern BBQ's 5th location in Shakopee, Minnesota. The scope included waiting area, kitchen, dining area, walk-in freezer, storage area, offices and restrooms. Terra also recently completed their 5th location in Excelsior.

SF: 2,244

Cost: \$463,292

Year Completed: 2022



European Wax Center – Blaine

Work for the buildout included seven waxing rooms, an office, reception area and restroom. Terra has also provided construction services for locations in Burnsville, Coon Rapids, Eagan, Edina, Eden Prairie, Fargo, Maple Grove, Menomonee Falls, Plymouth, Richfield, Rochester, Roseville, Shakopee, St. Paul, the University of Minnesota's Stadium Village, Vadnais Heights, Woodbury and the Ridgedale Mall.

SF: 1,444

Cost: \$166,493

Year Completed: 2020



Exhibits

Why should Terra be selected for this project?



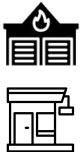
The Right Size. The Right Partner.

At Terra Construction, we bring the agility of a specialized firm with the horsepower of a seasoned construction partner. We're **right-sized** for your project — large enough to handle complex challenges with confidence, yet nimble enough to provide the personalized attention, quick decision-making, and direct access to our leadership that your community deserves.



Serving those who serve others®

Serving those who serve others® is more than just our tagline—it's a reflection of our deep respect for the critical work done by first responders. Constructing a new fire station is not simply about bricks and mortar; it's about creating a functional, durable, and safe environment that supports the daily mission of those who protect our communities. We understand the unique operational needs of fire departments—from rapid response logistics to resilient infrastructure—and we approach each project with the same level of dedication our clients bring to their service.



Expertise in Public Safety and Retail Environments

Our team takes great pride in **building spaces that support those who protect and serve our communities every day**. From fire stations and police departments to training facilities, we understand the operational demands, durability requirements, and long-term functionality these facilities must deliver. Our experience includes essential spaces for readiness, decontamination, apparatus bays, secure evidence storage, and tactical training. We know these buildings are more than infrastructure; they're mission-critical hubs for emergency response, community engagement, and lifesaving work. That's why we approach each project with precision, purpose, and a deep respect for those who serve.

At the same time, our extensive work in retail construction has sharpened our ability to deliver projects that prioritize customer experience, efficient workflow, and aesthetic appeal, often under tight schedules and with complex phasing requirements. This dual expertise means we are uniquely equipped to manage the specialized needs of public safety projects while incorporating the precision, attention to detail, and schedule discipline that retail construction demands. Our team excels at balancing strict safety and security standards with the seamless, polished finishes and operational efficiency retail clients expect.



Trusted by Repeat Clients

Our best endorsement comes from the institutions who choose to work with us again and again. A significant portion of our work comes from **repeat clients** who value our integrity, consistency, and ability to deliver on complex goals. Their continued trust speaks volumes about the partnerships we build — and the results we deliver.



Serving those who serve others®

Serving those who serve others isn't just our tagline—it's our mission in action.

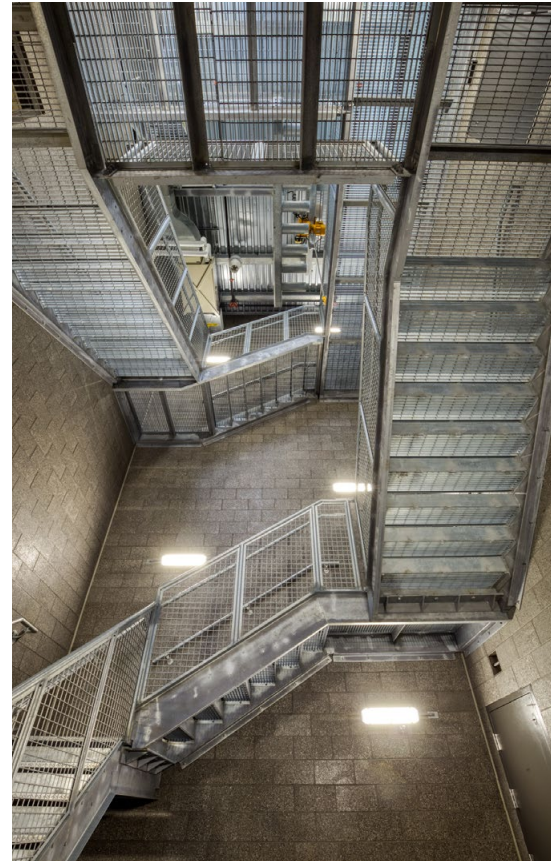
We roll up our sleeves and get involved where it counts. Each year, our team rallies together to pack meals at *Feed My Starving Children*, making a hands-on impact for families around the world. Through our *Charity of Your Choice (COYC)* program, every employee has the power to champion a cause close to their heart—with a company donation made each quarter in their name. And we're proud, passionate supporters of *Thumbs Up* and their incredible work promoting mental health awareness and suicide prevention. And right here at home, *we back our local food shelves* to help ensure no neighbor goes hungry.

Together, we're building more than projects—we're building stronger communities.

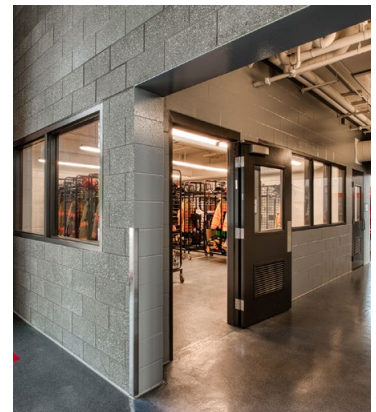


At right are just a few of the **more than 150 organizations** we've been able to support through our Charity of Your Choice (COYC) program:





9 recent projects
with  Architects
CNH
7 including
fire stations



Sustaining Member



Apple Valley Fire Station #2 Groundbreaking

New Bloomington Fire Station 4 receives award of excellence for construction

Media Releases | Published January 31, 2024
Updated on January 31, 2024



Award winning projects



Annual sponsor of MSFCA Conference



Annual Exhibitor at MSFCA Conference



Annual participant in MnFIRE Golf Tournament

Sustainable Construction Methods



Currently completing **two** projects to meet Phius certification requirements on the Carleton College campus.

[Learn More](#)



Currently pursuing **LEED Gold** certification at Carleton College and **LEED Silver** certification at the National Guard Readiness Center in New Ulm, Minnesota.

[Learn More](#)



We have completed **more than 20** meeting the state of Minnesota's B3 standards.

[Learn More](#)



Terra completed the Maplewood Fire & Police Department South Station, which was the **first** building in Minnesota to meet international standards for green construction.

[Learn More](#)

Committed to sustainable, efficient, responsible, and future-focused construction



Ramsey County's Lions Park Restroom & Shelter was **net zero energy** when complete with a 15kW solar panel array situated on the roof of the shelter providing electricity to both new buildings.

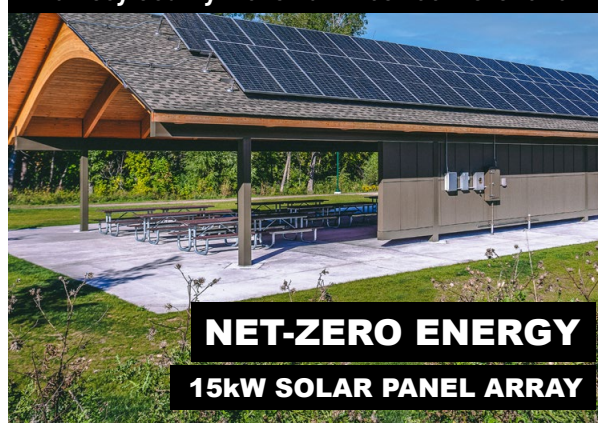
[Learn More](#)

National Guard Readiness Center



154 GEOTHERMAL WELLS
200 FEET DEEP

Ramsey County Lions Park Restroom & Shelter



NET-ZERO ENERGY
15kW SOLAR PANEL ARRAY

Carleton College Student Housing



656 PANELS
9 SOLAR ARRAYS

"Building a new city hall and police facility was no small feat. Terra was extremely responsive in working with us through all phases of this complex project."

Valerie Leone
City of New Hope
City Clerk

”

"Terra has been really great partners and communicators through the construction. I have come to appreciate how much communication you did on the front end."

Charles Grawe
City of Apple Valley
Assistant City Administrator

**What our clients
are saying**



Serving those who serve others®



CITY OF ELK RIVER
ELK RIVER FIRE STATION NO. 1, NORTHBOUND (LIQUOR STORE),
AND CANNABOUND (CANNABIS STORE)

Exhibit "A" CMAA Estimated Fee Breakdown

I, Tom Brown (Tom Brown) of Terra Construction
 certify that to the best of my ability the following is a reasonable estimate of
 the anticipated fees in accordance with this Request for Proposals. It is noted
 that this is an estimate for proposal purposes only and will be subject to
 negotiation if Terra Construction is selected as the CMAA.

Fire Station CMR Fee Proposal			
	Description	Fee as Percent	Fee in Dollars
A	Preconstruction Phase Fee - Fixed Fee		\$ 10,000.00
B	Construction Phase Fee - Percentage	1.50%	
C	Staffing & Reimbursables - Fixed Fee		\$ 700,000.00
D	Bond Cost - Percentage	0.70%	
E	Commercial General Liability Insurance - Percentage	0.60%	

Liquor /Cannabis Store CMR Fee Proposal			
	Description	Fee as Percent	Fee in Dollars
A	Preconstruction Phase Fee - Fixed Fee		\$ 5,000.00
B	Construction Phase Fee - Percentage	1.50%	
C	Staffing & Reimbursables - Fixed Fee		\$ 400,000.00
D	Bond Cost - Percentage	0.70%	
E	Commercial General Liability Insurance - Percentage	0.60%	

AIA® Document A201® – 2017

General Conditions of the Contract for Construction

for the following PROJECT:

(Name and location or address)

Elk River Fire Station No. 1

THE OWNER:

(Name, legal status and address)

City Elk River, a Minnesota municipal corporation

13065 Orono Parkway

Elk River, MN 55330

THE ARCHITECT:

(Name, legal status and address)

CNH Architects

7300 147th St. W

Suite 405

Apple Valley, MN 55124

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- 8 TIME
- 9 PAYMENTS AND COMPLETION
- 10 PROTECTION OF PERSONS AND PROPERTY
- 11 INSURANCE AND BONDS
- 12 UNCOVERING AND CORRECTION OF WORK

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement, and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding or proposal requirements.

§ 1.1.2 The Contract

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants, or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

§ 1.1.3 The Work

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§ 1.1.4 The Project

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by Separate Contractors.

§ 1.1.5 The Drawings

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams.

§ 1.1.6 The Specifications

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

§ 1.1.7 Instruments of Service

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 1.1.8 Initial Decision Maker

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2. The Initial Decision Maker shall not show partiality to the Owner or Contractor and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 1.2 Correlation and Intent of the Contract Documents

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

§ 1.2.1.1 The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents 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 Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.3 Capitalization

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles, or (3) the titles of other documents published by the American Institute of Architects.

§ 1.4 Interpretation

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 1.5 Ownership and Use of Drawings, Specifications, and Other Instruments of Service

§ 1.5.1 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 retain all common law, statutory, and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants.

§ 1.6 Notice

§ 1.6.1 Except as otherwise provided in Section 1.6.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission if a method for electronic transmission is set forth in the Agreement.

§ 1.6.2 Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

§ 1.7 Digital Data Use and Transmission

The parties shall agree upon written protocols governing the transmission and use of, and reliance on, Instruments of Service or any other information or documentation in digital form.

§ 1.8 Building Information Models Use and Reliance

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

and each of their agents and employees.

ARTICLE 2 OWNER

§ 2.1 General

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 2.1.2 The Owner shall furnish to the Contractor, within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of, or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

§ 2.2 Evidence of the Owner's Financial Arrangements

§ 2.2.1 Prior to commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 2.2.1, the Contract Time shall be extended appropriately.

§ 2.2.2 Following commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract only if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due; or (3) a change in the Work materially changes the Contract Sum. If the Owner fails to provide such evidence, as required, within fourteen days of the Contractor's request, the Contractor may immediately stop the Work and, in that event, shall notify the Owner that the Work has stopped. However, if the request is made because a change in the Work materially changes the Contract Sum under (3) above, the Contractor may immediately stop only that portion of the Work affected by the change until reasonable evidence is provided. If the Work is stopped under this Section 2.2.2, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided in the Contract Documents.

§ 2.2.3 After the Owner furnishes evidence of financial arrangements under this Section 2.2, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.4 Where the Owner has designated information furnished under this Section 2.2 as "confidential," the Contractor shall keep the information confidential and shall not disclose it to any other person. However, the Contractor may disclose "confidential" information, after seven (7) days' notice to the Owner, where disclosure is required by law, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or by court or arbitrator(s) order. The Contractor may also disclose "confidential" information to its employees, consultants, sureties, Subcontractors and their employees, Sub-subcontractors, and others who need to know the content of such information solely and exclusively for the Project and who agree to maintain the confidentiality of such information.

§ 2.3 Information and Services Required of the Owner

§ 2.3.1 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

§ 2.3.2 The Owner has retained an architect lawfully licensed to practice architecture, or an entity lawfully practicing architecture, in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 2.3.3 If the employment of the Architect terminates, the Owner shall employ a successor to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

§ 2.3.4 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 2.3.5 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

§ 2.3.6 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

§ 2.4 Owner's Right to Stop the Work

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

§ 2.5 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

ARTICLE 3 CONTRACTOR

§ 3.1 General

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

§ 3.1.3 The Contractor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of

facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner, subject to Section 15.1.7, as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 3.3 Supervision and Construction Procedures

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely notice to the Owner and Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Architect objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.4 Labor and Materials

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 3.4.2 Except in the case of minor changes in the Work approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

§ 3.5 Warranty

§ 3.5.1 The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be

of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.5.2 All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4.

§ 3.6 Taxes

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 3.7 Permits, Fees, Notices and Compliance with Laws

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

§ 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7.4 Concealed or Unknown Conditions

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 14 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may submit a Claim as provided in Article 15.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.8 Allowances

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents,

- .1 allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- .2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
- .3 whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

§ 3.9 Superintendent

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Architect may notify the Contractor, stating whether the Owner or the Architect (1) has reasonable objection to the proposed superintendent or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

§ 3.10 Contractor's Construction and Submittal Schedules

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project.

§ 3.10.2 The Contractor, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Architect's approval. The Architect's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, or fails to provide submittals in accordance with the approved submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

§ 3.11 Documents and Samples at the Site

The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Architect and Owner, and delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.12 Shop Drawings, Product Data and Samples

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment, or workmanship, and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate how the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve, and submit to the Architect, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents, in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of Separate Contractors.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals, until the respective submittal has been approved by the Architect.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Architect of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals, by the Architect's approval thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures. The Contractor shall not be required to provide professional services in violation of applicable law.

§ 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such

services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 3.12.10.2 If the Contract Documents require the Contractor's design professional to certify that the Work has been performed in accordance with the design criteria, the Contractor shall furnish such certifications to the Architect at the time and in the form specified by the Architect.

§ 3.13 Use of Site

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§ 3.14 Cutting and Patching

§ 3.14.1 The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting, or patching shall be restored to the condition existing prior to the cutting, fitting, or patching, unless otherwise required by the Contract Documents.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or Separate Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter construction by the Owner or a Separate Contractor except with written consent of the Owner and of the Separate Contractor. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold, from the Owner or a Separate Contractor, its consent to cutting or otherwise altering the Work.

§ 3.15 Cleaning Up

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the Owner shall be entitled to reimbursement from the Contractor.

§ 3.16 Access to Work

The Contractor shall provide the Owner and Architect with access to the Work in preparation and progress wherever located.

§ 3.17 Royalties, Patents and Copyrights

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications, or other documents prepared by the Owner or Architect. However, if an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect.

§ 3.18 Indemnification

§ 3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18. In accordance with Minn. Stat. § 604.21, Contractor shall not be required to indemnify, hold harmless or defend a party or person described in this Section 3.18 from or against such claims

resulting from the negligence or fault of any other person.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

ARTICLE 4 ARCHITECT

§ 4.1 General

§ 4.1.1 The Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement.

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

§ 4.2 Administration of the Contract

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, 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 will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

§ 4.2.3 On the basis of the site visits, the Architect will 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. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of, and will not be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 4.2.4 Communications

The Owner and Contractor shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

§ 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, 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.

§ 4.2.7 The Architect will 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. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect 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. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Architect's review shall not constitute approval of safety precautions or of any 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.

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may order minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more Project representatives to assist in carrying out the Architect's responsibilities at the site. The Owner shall notify the Contractor of any change in the duties, responsibilities and limitations of authority of the Project representatives.

§ 4.2.11 The Architect will 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 will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either, and will not be liable for results of interpretations or decisions rendered in good faith.

§ 4.2.13 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a Separate Contractor or the subcontractors of a Separate Contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

§ 5.2 Award of Subcontracts and Other Contracts for Portions of the Work

§ 5.2.1 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Architect may notify the Contractor whether the Owner or the Architect (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person, or entity for one previously selected if the Owner or Architect makes reasonable objection to such substitution.

§ 5.3 Subcontractual Relations

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work that the Contractor, by these Contract Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.4 Contingent Assignment of Subcontracts

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

- .1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor; and
- .2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

§ 5.4.3 Upon assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 Owner's Right to Perform Construction and to Award Separate Contracts

§ 6.1.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each Separate Contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with any Separate Contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to its construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, Separate Contractors, and the Owner until subsequently revised.

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or with Separate Contractors, the Owner or its Separate Contractors shall have the same obligations and rights that the Contractor has under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6, and Articles 10, 11, and 12.

§ 6.2 Mutual Responsibility

§ 6.2.1 The Contractor shall afford the Owner and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Architect of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner's or Separate Contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not apparent.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a Separate Contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a Separate Contractor's delays, improperly timed activities, damage to the Work or defective construction.

§ 6.2.4 The Contractor shall promptly remedy damage that the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or Separate Contractor as provided in Section 10.2.5.

§ 6.2.5 The Owner and each Separate Contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.3 Owner's Right to Clean Up

If a dispute arises among the Contractor, Separate Contractors, and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by

Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor, and Architect. A Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor. An order for a minor change in the Work may be issued by the Architect alone.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents. The Contractor shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work.

§ 7.2 Change Orders

§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor, and Architect stating their agreement upon all of the following:

- .1 The change in the Work;
- .2 The amount of the adjustment, if any, in the Contract Sum; and
- .3 The extent of the adjustment, if any, in the Contract Time.

§ 7.3 Construction Change Directives

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Contract Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in Section 7.3.4.

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

- .1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Architect;
- .2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;
- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and
- .5 Costs of supervision and field office personnel directly attributable to the change.

§ 7.3.5 If the Contractor disagrees with the adjustment in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15.

§ 7.3.6 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.7 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.4 Minor Changes in the Work

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. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Architect that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

ARTICLE 8 TIME

§ 8.1 Definitions

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 8.2 Progress and Completion

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, commence the Work prior to the effective date of insurance required to be furnished by the Contractor and Owner.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.3 Delays and Extensions of Time

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (4) by delay authorized by the Owner pending mediation and binding dispute resolution; or (5) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

§ 9.1.1 The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 9.1.2 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed so that application of such unit prices to the actual quantities causes substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 9.2 Schedule of Values

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit a schedule of values to the Architect before the first Application for Payment, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Architect. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. Any changes to the schedule of values shall be submitted to the Architect and supported by such data to substantiate its accuracy as the Architect may require, and unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment.

§ 9.3 Applications for Payment

§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be notarized, if required, and supported by all data substantiating the Contractor's right to payment that the Owner or Architect require, such as copies of requisitions, and releases and waivers of liens from Subcontractors and suppliers, and shall reflect retainage if provided for in the Contract Documents.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay. As required by Minnesota Statutes, § 471.425, subd. 4a, the Construction Manager must pay all Subcontractors, less any retainage, within ten (10) calendar days of the Construction Manager's receipt of payment from the Owner for undisputed services provided by the Subcontractor(s) and must pay interest at the rate of one and one-half percent (1.5%) per month or any part of a month to the Subcontractor(s) on any undisputed amount not paid on time to the Subcontractor(s).

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with

procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage, and transportation to the site, for such materials and equipment stored off the site.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances, in favor of the Contractor, Subcontractors, suppliers, or other persons or entities that provided labor, materials, and equipment relating to the Work.

§ 9.4 Certificates for Payment

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data in the 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 an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion, and to specific qualifications expressed by the Architect. However, the issuance of a Certificate for Payment will 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) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a Separate Contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.

§ 9.5.2 When either party disputes the Architect's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, that party may submit a Claim in accordance with Article 15.

§ 9.5.3 When the reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.4 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or supplier to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Contractor shall reflect such payment on its next Application for Payment.

§ 9.6 Progress Payments

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.

§ 9.6.2 The Contractor shall pay each Subcontractor, no later than ten days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors and suppliers to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law.

§ 9.6.5 The Contractor's payments to suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors or provided by suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, create any fiduciary liability or tort liability on the part of the Contractor for breach of trust, or entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.6.8 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

§ 9.7 Failure of Payment

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents, the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased

by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided for in the Contract Documents.

§ 9.8 Substantial Completion

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance, and consent of surety if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor, and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the

Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, corrected, and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- .1 liens, Claims, security interests, or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents;
- .3 terms of special warranties required by the Contract Documents; or
- .4 audits performed by the Owner, if permitted by the Contract Documents, after final payment.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor, or a supplier, shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 10.2 Safety of Persons and Property

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

§ 10.2.2 The Contractor shall comply with, and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property or their protection from damage,

injury, or loss.

§ 10.2.3 The Contractor shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 Injury or Damage to Person or Property

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 Hazardous Materials and Substances

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition.

§ 10.3.2 Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and

expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for hazardous materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for hazardous materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Contractor shall reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall reimburse the Contractor for all cost and expense thereby incurred.

§ 10.4 Emergencies

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

§ 11.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner, Architect, and Architect's consultants shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.

§ 11.1.2 The Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 11.1.3 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

§ 11.1.4 Notice of Cancellation or Expiration of Contractor's Required Insurance. Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 11.2 Owner's Insurance

§ 11.2.1 The Owner shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Owner shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located.

§ 11.2.2 Failure to Purchase Required Property Insurance. If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform the Contractor in writing prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When the failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto.

§ 11.2.3 Notice of Cancellation or Expiration of Owner's Required Property Insurance. Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any property insurance required by the Contract Documents, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

§ 11.3 Waivers of Subrogation

§ 11.3.1 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

§ 11.3.2 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 11.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

§ 11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance

The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire or other causes of loss. The Owner waives all rights of action against the Contractor and Architect for loss of use of the Owner's property, due to fire or other hazards however caused.

§11.5 Adjustment and Settlement of Insured Loss

§ 11.5.1 A loss insured under the property insurance required by the Agreement shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.5.2. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

§ 11.5.2 Prior to settlement of an insured loss, the Owner shall notify the Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor does not object, the Owner shall settle the loss and the Contractor shall be bound by the settlement and allocation. Upon receipt, the Owner shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the Contractor timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Owner may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, discovered before Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

§ 12.2.2 After Substantial Completion

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5.

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner or Separate Contractors, whether completed or partially completed, caused by the Contractor's correction or removal of Work that is not

in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 Acceptance of Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.

§ 13.2 Successors and Assigns

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate the assignment.

§ 13.3 Rights and Remedies

§ 13.3.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

§ 13.3.2 No action or failure to act by the Owner, Architect, or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed upon in writing.

§ 13.4 Tests and Inspections

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 13.4.2 If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.

§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Architect's services and expenses, shall be at the Contractor's expense.

§ 13.4.4 Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

§ 13.4.5 If the Architect is to observe tests, inspections, or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.4.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.5 Interest

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate the parties agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, for any of the following reasons:

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency, that requires all Work to be stopped;
- .3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- .4 The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 14.3, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, as well as reasonable overhead and profit on Work not executed, and costs incurred by reason of such termination.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees or any other persons or entities performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or

- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, and upon certification by the Architect that sufficient cause exists to justify such action, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- .1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- .2 Accept assignment of subcontracts pursuant to Section 5.4; and
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

§ 14.3 Suspension by the Owner for Convenience

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work, in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

- .1 that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Contractor is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 Termination by the Owner for Convenience

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of notice from the Owner of such termination for the Owner's convenience, the Contractor shall

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed; costs incurred by reason of the termination, including costs attributable to termination of Subcontracts; and the termination fee, if any, set forth in the Agreement.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. This Section 15.1.1 does not require the Owner to file a Claim

in order to impose liquidated damages in accordance with the Contract Documents.

§ 15.1.2 Time Limits on Claims

The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2.

§ 15.1.3 Notice of Claims

§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party under this Section 15.1.3.1 shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 15.1.3.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. In such event, no decision by the Initial Decision Maker is required.

§ 15.1.4 Continuing Contract Performance

§ 15.1.4.1 Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 15.1.4.2 The Contract Sum and Contract Time shall be adjusted in accordance with the Initial Decision Maker's decision, subject to the right of either party to proceed in accordance with this Article 15. The Architect will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.

§ 15.1.5 Claims for Additional Cost

If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.6 Claims for Additional Time

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 15.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction.

§ 15.1.7 Waiver of Claims for Consequential Damages

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 Initial Decision

§ 15.2.1 Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of the request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished, or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

§ 15.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.

§ 15.2.6.1 Either party may, within 30 days from the date of receipt of an initial decision, demand in writing that the other party file for mediation. If such a demand is made and the party receiving the demand fails to file for mediation within 30 days after receipt thereof, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 15.3 Mediation

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.7, shall be subject to mediation. Mediation is not a condition precedent to commencing litigation, but if litigation is commenced, the parties to mediate before any dispositive motions or trial. The parties shall share equally the mediator's fee and any filing fees. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation and ratified by the Owner's governing body shall be enforceable as settlement agreements in any court having jurisdiction thereof.



AIA® Document A133® – 2019

Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price

AGREEMENT made as of the 22nd day of September in the year 2025
(In words, indicate day, month, and year.)

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

City of Elk River, a Minnesota municipal corporation
13065 Orono Parkway
Elk River, MN 55330

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

Terra General Contractors, LLC d/b/a Terra Construction
21025 Commerce Boulevard, Suite 1000
Rogers, MN 55374

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

Elk River Fire Station #1

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

CNH Architects
7300 147th St. W
Suite 504
Apple Valley, MN 55124

The Owner and Construction Manager agree as follows.

ADDITIONS AND DELETIONS:
The author of this document may have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes 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 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.

AIA Document A201™–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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ARTICLE 1 INITIAL INFORMATION

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

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

§ 1.1.1 The Owner's program for the Project, as described in Section 4.1.1:

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

As described on Page 2 of the Construction Manager Request for Proposal

§ 1.1.2 The Project's physical characteristics:

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

The Owner will provide geotechnical reports, site boundaries, topographic surveys, availability of public and private utilities and services.

§ 1.1.3 The Owner’s budget for the Guaranteed Maximum Price, as defined in Article 6:
(Provide total and, if known, a line item breakdown.)

TBD

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

.1 Design phase milestone dates, if any:

Design Development – Completed September 2025
Construction Documents – Completed December 2025

.2 Construction commencement date:

Spring 2026

.3 Substantial Completion date or dates:

TBD

.4 Other milestone dates:

§ 1.1.5 The Owner’s requirements for accelerated or fast-track scheduling, or phased construction, are set forth below:
(Identify any requirements for fast-track scheduling or phased construction.)

N/A

§ 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.)

N/A

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Construction Manager shall complete and incorporate AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, into this Agreement to define the terms, conditions and services related to the Owner’s Sustainable Objective. If E234–2019 is incorporated into this agreement, the Owner and Construction Manager shall incorporate the completed E234–2019 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

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

N/A

§ 1.1.8 The Owner identifies the following representative in accordance with Section 4.2:
(List name, address, and other contact information.)

Joe Stremcha
Assistant City Administrator
City of Elk River
13065 Orono Parkway

Elk River, MN 55330
Phone: (763) 635-1022
Email: jstremcha@elkrivernm.gov

§ 1.1.9 The persons or entities, in addition to the Owner's representative, who are required to review the Construction Manager's submittals to the Owner are as follows:

(List name, address and other contact information.)

Quinn Hutson
CNH Architects
7300 147th Street West Street
Suite 504
Apple Valley, MN 55124
Phone: (952) 997-4583
Email: qhutson@cnharch.com

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

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

.1 Geotechnical Engineer:

.2 Civil Engineer:

.3 Other, if any:

(List any other consultants retained by the Owner, such as a Project or Program Manager.)

§ 1.1.11 The Architect's representative:

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

Quinn Hutson
CNH Architects
7300 147th Street W
Suite 504
Apple Valley, MN 55124
Phone: (952) 997-4583
Email: qhutson@cnharch.com

§ 1.1.12 The Construction Manager identifies the following representative in accordance with Article 3:

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

Terra General Contractors, LLC d/b/a Terra Construction
21025 Commerce Blvd, Ste 1000
Rogers, MN 55374
Attn: Tom Brown
Phone: (763) 463-0220
Email: tbrown@terragc.com

§ 1.1.13 The Owner's requirements for the Construction Manager's staffing plan for Preconstruction Services, as required under Section 3.1.9:

(List any Owner-specific requirements to be included in the staffing plan.)

§ 1.1.14 The Owner's requirements for subcontractor procurement for the performance of the Work:

(List any Owner-specific requirements for subcontractor procurement.)

In accordance with Minn. Stat. § 471.463, subd. 5(b)

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

N/A

§ 1.2 The Owner and Construction Manager may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Construction Manager shall appropriately adjust the Project schedule, the Construction Manager's services, and the Construction Manager's compensation. The Owner shall adjust the Owner's budget for the Guaranteed Maximum Price and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 Neither the Owner's nor the Construction Manager's representative shall be changed without ten days' prior notice to the other party.

§ 1.4 The Owner wishes to avoid cost and schedule impacts to the greatest extent possible. As such, the Owner acknowledges that the procurement of certain scopes of Work may need to commence prior to the execution of the Guaranteed Maximum Price Amendment. Upon mutual agreement, the Owner and Construction Manager may enter into a limited notice to proceed authorizing the early release of certain scopes of Work as necessary to maintain the Project schedule and limit cost impacts. In the event the Owner and Construction Manager execute a limited notice to proceed, the Construction Manager will proceed with executing such early released Work identified in the limited notice to proceed. Any Work authorized pursuant to this Section 1.4 or a limited notice to proceed will be paid for by Owner in accordance with the terms of this Agreement and incorporated into the Guaranteed Maximum Price Amendment.

ARTICLE 2 GENERAL PROVISIONS

§ 2.1 The Contract Documents

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. Upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Contract Documents will also include the documents described in Section 3.2.3 and identified in the Guaranteed Maximum Price Amendment and revisions prepared by the Architect and furnished by the Owner as described in Section 3.2.8. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern. An enumeration of the Contract Documents, other than a Modification, appears in Article 15.

§ 2.2 Relationship of the Parties

The Construction Manager accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Construction Manager's skill and judgment in furthering the interests of the Owner to furnish efficient construction administration, management services, and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish or approve, in a timely manner, information required by the Construction Manager and to make payments to the Construction Manager in accordance with the requirements of the

§ 2.3 General Conditions

§ 2.3.1 For the Preconstruction Phase, AIA Document A201™–2017, General Conditions of the Contract for Construction, shall apply as follows: Section 1.5, Ownership and Use of Documents; Section 1.7, Digital Data Use and Transmission; Section 1.8, Building Information Model Use and Reliance; Section 2.2.4, Confidential Information; Section 3.12.10, Professional Services; Section 10.3, Hazardous Materials; Section 13.1, Governing Law. The term “Contractor” as used in A201–2017 shall mean the Construction Manager.

§ 2.3.2 For the Construction Phase, the general conditions of the contract shall be as set forth in A201–2017, which document is incorporated herein by reference. The term “Contractor” as used in A201–2017 shall mean the Construction Manager.

ARTICLE 3 CONSTRUCTION MANAGER’S RESPONSIBILITIES

The Construction Manager’s Preconstruction Phase responsibilities are set forth in Sections 3.1 and 3.2, and in the applicable provisions of A201–2017 referenced in Section 2.3.1. The Construction Manager’s Construction Phase responsibilities are set forth in Section 3.3. The Owner and Construction Manager may agree, in consultation with the Architect, for the Construction Phase to commence prior to completion of the Preconstruction Phase, in which case, both phases will proceed concurrently. The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.

§ 3.1 Preconstruction Phase

§ 3.1.1 Extent of Responsibility

The Construction Manager shall exercise reasonable care in performing its Preconstruction Services. The Owner and 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 Construction Manager. The Construction Manager, however, does not warrant or guarantee estimates and schedules except as may be included as part of the Guaranteed Maximum Price. The Construction Manager is not required to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Construction Manager shall promptly report to the Architect and Owner any nonconformity discovered by or made known to the Construction Manager as a request for information in such form as the Architect may require.

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

§ 3.1.3 Consultation

§ 3.1.3.1 The Construction Manager shall schedule and conduct meetings with the Architect and Owner to discuss such matters as procedures, progress, coordination, and scheduling of the Work.

§ 3.1.3.2 The Construction Manager shall advise the Owner and Architect on proposed site use and improvements, selection of materials, building systems, and equipment. The Construction Manager shall also provide recommendations to the Owner and Architect, consistent with the Project requirements, on constructability; availability of materials and labor; time requirements for procurement, installation and construction; prefabrication; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions. The Construction Manager shall consult with the Architect regarding professional services to be provided by the Construction Manager during the Construction Phase.

§ 3.1.3.3 The Construction Manager shall assist the Owner and Architect in establishing written protocols for the development, use, transmission, reliance, and exchange of digital data, including building information models for the Project.

§ 3.1.4 Project Schedule

When Project requirements in Section 4.1.1 have been sufficiently identified, the Construction Manager shall prepare and periodically update a Project schedule for the Architect’s review and the Owner’s acceptance. The Construction Manager shall obtain the Architect’s approval for the portion of the Project schedule relating to the performance of the Architect’s services. The Project schedule shall coordinate and integrate the Construction Manager’s services, the Architect’s services, other Owner consultants’ services, and the Owner’s responsibilities; and identify items that affect the Project’s timely completion.

The updated Project schedule shall include the following: submission of the Guaranteed Maximum Price proposal; components of the Work; times of commencement and completion required of each Subcontractor; ordering and delivery of products, including those that must be ordered in advance of construction; and the occupancy requirements of the Owner.

§ 3.1.5 Phased Construction

The Construction Manager, in consultation with the Architect, shall provide recommendations with regard to accelerated or fast-track scheduling, procurement, and sequencing for phased construction. The Construction Manager shall take into consideration cost reductions, cost information, constructability, provisions for temporary facilities, and procurement and construction scheduling issues.

§ 3.1.6 Cost Estimates

§ 3.1.6.1 Based on the preliminary design and other design criteria prepared by the Architect, the Construction Manager shall prepare, for the Architect's review and the Owner's approval, preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume, or similar conceptual estimating techniques. If the Architect or Construction Manager suggests alternative materials and systems, the Construction Manager shall provide cost evaluations of those alternative materials and systems.

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

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

§ 3.1.7 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall consult with the Owner and Architect and make recommendations regarding constructability and schedules, for the Architect's review and the Owner's approval.

§ 3.1.8 The Construction Manager shall provide recommendations and information to the Owner and Architect regarding equipment, materials, services, and temporary Project facilities.

§ 3.1.9 The Construction Manager shall provide a staffing plan for Preconstruction Phase services for the Owner's review and approval.

§ 3.1.10[Not used]

§ 3.1.11 Subcontractors and Suppliers

§ 3.1.11.1 If the Owner has provided requirements for subcontractor procurement in section 1.1.14, the Construction Manager shall provide a subcontracting plan, addressing the Owner's requirements, for the Owner's review and approval.

§ 3.1.11.2 The Construction Manager shall develop bidders' interest in the Project.

§ 3.1.11.3 The processes described in Article 9 shall apply if bid packages will be issued during the Preconstruction Phase.

§ 3.1.12 Procurement

The Construction Manager shall prepare, for the Architect's review and the Owner's acceptance, a procurement schedule for items that must be ordered in advance of construction. The Construction Manager shall expedite and coordinate the ordering and delivery of materials that must be ordered in advance of construction. If the Owner agrees to procure any items prior to the establishment of the Guaranteed Maximum Price, the Owner shall procure the items on terms and conditions acceptable to

the Construction Manager. Upon the establishment of the Guaranteed Maximum Price, the Owner shall assign all contracts for these items to the Construction Manager and the Construction Manager shall thereafter accept responsibility for them.

§ 3.1.13 Compliance with Laws

The Construction Manager shall comply with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to its performance under this Contract, and with equal employment opportunity programs, and other programs as may be required by governmental and quasi-governmental authorities.

§ 3.1.14 Other Preconstruction Services

Insert a description of any other Preconstruction Phase services to be provided by the Construction Manager, or reference an exhibit attached to this document

(Describe any other Preconstruction Phase services, such as providing cash flow projections, development of a project information management system, early selection or procurement of subcontractors, etc.)

N/A

§ 3.2 Guaranteed Maximum Price Proposal

§ 3.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager, the Construction Manager shall prepare a Guaranteed Maximum Price proposal for the Owner's and Architect's review, and the Owner's acceptance. The Guaranteed Maximum Price in the proposal shall be the sum of the Construction Manager's estimate of the Cost of the Work, the Construction Manager's contingency described in Section 3.2.4, and the Construction Manager's Fee described in Section 6.1.2.

§ 3.2.2 To the extent that the Contract Documents are anticipated to require further development, the Guaranteed Maximum Price includes the costs attributable to such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include changes in scope, systems, kinds and quality of materials, finishes, or equipment, all of which, if required, shall be incorporated by Change Order.

§ 3.2.3 The Construction Manager shall include with the Guaranteed Maximum Price proposal a written statement of its basis, which shall include the following:

- .1 A list of the Drawings and Specifications, including all Addenda thereto, and the Conditions of the Contract;
- .2 A list of the clarifications and assumptions made by the Construction Manager in the preparation of the Guaranteed Maximum Price proposal, including assumptions under Section 3.2.2;
- .3 A statement of the proposed Guaranteed Maximum Price, including a statement of the estimated Cost of the Work organized by trade categories or systems, including allowances; the Construction Manager's contingency set forth in Section 3.2.4; and the Construction Manager's Fee;
- .4 The anticipated date of Substantial Completion upon which the proposed Guaranteed Maximum Price is based; and
- .5 A date by which the Owner must accept the Guaranteed Maximum Price.

§ 3.2.4 In preparing the Construction Manager's Guaranteed Maximum Price proposal, the Construction Manager shall include a contingency for the Construction Manager's exclusive use to cover those costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order.

§ 3.2.5 The Construction Manager shall meet with the Owner and Architect to review the Guaranteed Maximum Price proposal. In the event that the Owner or Architect discover any inconsistencies or inaccuracies in the information presented, they shall promptly notify the Construction Manager, who shall make appropriate adjustments to the Guaranteed Maximum Price proposal, its basis, or both.

§ 3.2.6 If the Owner notifies the Construction Manager that the Owner has accepted the Guaranteed Maximum Price proposal in writing before the date specified in the Guaranteed Maximum Price proposal, the Guaranteed Maximum Price proposal shall be deemed effective without further acceptance from the Construction Manager. Following acceptance of a Guaranteed Maximum Price, the Owner and Construction Manager shall execute the Guaranteed Maximum Price Amendment amending this Agreement, a copy of which the Owner shall provide to the Architect. The Guaranteed Maximum Price Amendment shall set forth the agreed upon Guaranteed Maximum Price with the information and assumptions upon which it is based.

§ 3.2.7 The Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work prior to the execution of the Guaranteed Maximum Price Amendment, unless the Owner provides prior written authorization for such costs.

§ 3.2.8 The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment. The Owner shall promptly furnish such revised Contract Documents to the Construction Manager. The Construction Manager shall notify the Owner and Architect of any inconsistencies between the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment and the revised Contract Documents.

§ 3.2.9 The Construction Manager shall include in the Guaranteed Maximum Price all sales, consumer, use and similar taxes for the Work provided by the Construction Manager that are legally enacted, whether or not yet effective, at the time the Guaranteed Maximum Price Amendment is executed.

§ 3.3 Construction Phase

§ 3.3.1 General

§ 3.3.1.1 For purposes of Section 8.1.2 of A201–2017, the date of commencement of the Work shall mean the date of commencement of the Construction Phase.

§ 3.3.1.2 The Construction Phase shall commence upon the Owner’s execution of the Guaranteed Maximum Price Amendment or, prior to acceptance of the Guaranteed Maximum Price proposal, by written agreement of the parties. The written agreement shall set forth a description of the Work to be performed by the Construction Manager, and any insurance and bond requirements for Work performed prior to execution of the Guaranteed Maximum Price Amendment.

§ 3.3.2 Administration

§ 3.3.2.1 The Construction Manager shall schedule and conduct meetings to discuss such matters as procedures, progress, coordination, scheduling, and status of the Work. The Construction Manager shall prepare and promptly distribute minutes of the meetings to the Owner and Architect.

§ 3.3.2.2 Upon the execution of the Guaranteed Maximum Price Amendment, the Construction Manager shall prepare and submit to the Owner and Architect a construction schedule for the Work and a submittal schedule in accordance with Section 3.10 of A201–2017.

§ 3.3.2.3 Monthly Report

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

§ 3.3.2.4 Daily Logs

The Construction Manager shall keep, and make available to the Owner and Architect, a daily log containing a record for each day of weather, portions of the Work in progress, number of workers on site, identification of equipment on site, problems that might affect progress of the work, accidents, injuries, and other information required by the Owner.

§ 3.3.2.5 Cost Control

The Construction Manager shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. The Construction Manager shall identify variances between actual and estimated costs and report the variances to the Owner and Architect, and shall provide this information in its monthly reports to the Owner and Architect, in accordance with Section 3.3.2.3 above.

ARTICLE 4 OWNER’S RESPONSIBILITIES

§ 4.1 Information and Services Required of the Owner

§ 4.1.1 The Owner shall provide information with reasonable promptness, regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner’s objectives, constraints, and criteria, including schedule, space requirements and relationships, flexibility and expandability, special equipment, systems, sustainability and site

requirements.

§ 4.1.2 Prior to the execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. After execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request such information as set forth in A201-2017 Section 2.2.

§ 4.1.3 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Article 7, (2) the Owner's other costs, and (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Construction Manager and Architect. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 4.1.4 Structural and Environmental Tests, Surveys and Reports. During the Preconstruction Phase, the Owner shall furnish the following information or services with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services. The Construction Manager shall be entitled to rely on the accuracy of information and services furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 4.1.4.1 The Owner shall furnish tests, inspections, and reports, required by law and as otherwise agreed to by the parties, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 4.1.4.2 The Owner shall furnish surveys describing 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.

§ 4.1.4.3 The Owner, when such services are requested, 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.

§ 4.1.5 During the Construction Phase, the Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services.

§ 4.1.6 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E234™-2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

§ 4.2 Owner's Designated Representative

The Owner shall identify a representative authorized to act on behalf of the Owner with respect to the Project. The Owner's representative shall render decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or Work of the Construction Manager. Except as otherwise provided in Section 4.2.1 of A201-2017, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 4.2.1 Legal Requirements. 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.

§ 4.3 Architect

The Owner shall retain an Architect to provide services, duties and responsibilities as described in AIA Document B133™–2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition, including any additional services requested by the Construction Manager that are necessary for the Preconstruction and Construction Phase services under this Agreement. The Owner shall provide the Construction Manager with a copy of the scope of services in the executed agreement between the Owner and the Architect, and any further modifications to the Architect's scope of services in the agreement.

ARTICLE 5 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES

§ 5.1 Compensation

§ 5.1.1 For the Construction Manager's Preconstruction Phase services described in Sections 3.1 and 3.2, the Owner shall compensate the Construction Manager as follows:

(Insert amount of, or basis for, compensation and include a list of reimbursable cost items, as applicable.)

\$10,000.00

§ 5.1.2 The hourly billing rates for Preconstruction Phase services of the Construction Manager and the Construction Manager's Consultants and Subcontractors, if any, are set forth below.

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

Individual or Position	Rate
Project Executive	\$160 - \$185
Preconstruction Manager	\$160 - \$185
Senior Project Manager	\$125 - \$145
Project Manager	\$110 - \$135
Project Superintendent	\$110 - \$135
Administrative Assistant	\$95 - \$105
Assistant Project Manager	\$95 - \$105
Project Engineer	\$95 - \$105
Cost Estimator	\$125 - \$160
Safety Officer	\$110 - \$135
Schedule Administrator	\$110 - \$135
Quality Control Manager	\$110 - \$135
<i>Hourly rates will incur a 5% increase in January of each forthcoming calendar year.</i>	

§ 5.1.2.1 Hourly billing rates for Preconstruction Phase services include all costs to be paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, and shall remain unchanged unless the parties execute a Modification.

§ 5.1.3 If the Preconstruction Phase services covered by this Agreement have not been completed within eight (7) months of the date of this Agreement, through no fault of the Construction Manager, the Construction Manager's compensation for Preconstruction Phase services shall be equitably adjusted.

§ 5.2 Payments

§ 5.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed.

§ 5.2.2 Payments are due and payable upon presentation of the Construction Manager's invoice. Amounts unpaid forty-five (45) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager.

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

6 %

ARTICLE 6 COMPENSATION FOR CONSTRUCTION PHASE SERVICES

§ 6.1 Contract Sum

§ 6.1.1 The Owner shall pay the Construction Manager the Contract Sum in current funds for the Construction Manager's performance of the Contract after execution of the Guaranteed Maximum Price Amendment. The Contract Sum is the Cost of the Work as defined in Article 7 plus the Construction Manager's Fee.

§ 6.1.2 The Construction Manager's Fee:

(State a lump sum, percentage of Cost of the Work or other provision for determining the Construction Manager's Fee.)

1.5% of the Cost of the Work

§ 6.1.3 The method of adjustment of the Construction Manager's Fee for changes in the Work:

By change order fixed at 1.5% of change order amount.

§ 6.1.4 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:

N/A

§ 6.1.5 Rental rates for Construction Manager-owned equipment shall not exceed one hundred percent (100 %) of the standard rental rate paid at the place of the Project.

§ 6.1.6 Liquidated damages, if any:

(Insert terms and conditions for liquidated damages, if any.)

N/A

§ 6.1.7 Other:

(Insert provisions for bonus, cost savings or other incentives, if any, that might result in a change to the Contract Sum.)

N/A

§ 6.2 Guaranteed Maximum Price

The Construction Manager guarantees that the Contract Sum shall not exceed the Guaranteed Maximum Price set forth in the Guaranteed Maximum Price Amendment, subject to additions and deductions by Change Order as provided in the Contract Documents. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Construction Manager without reimbursement by the Owner.

§ 6.3 Changes in the Work

§ 6.3.1 The Owner may, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions. The Owner shall issue such changes in writing. The Construction Manager may be entitled to an equitable adjustment in the Contract Time as a result of changes in the Work.

§ 6.3.1.1 The Architect may order minor changes in the Work as provided in Article 7 of AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 6.3.2 Adjustments to the Guaranteed Maximum Price on account of changes in the Work subsequent to the execution of the Guaranteed Maximum Price Amendment may be determined by any of the methods listed in Article 7 of AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 6.3.3 Adjustments to subcontracts awarded on the basis of a stipulated sum shall be determined in accordance with Article 7 of A201–2017, as they refer to "cost" and "fee," and not by Articles 6 and 7 of this Agreement. Adjustments to subcontracts awarded with the Owner's prior written consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts.

§ 6.3.4 In calculating adjustments to the Guaranteed Maximum Price, the terms “cost” and “costs” as used in Article 7 of AIA Document A201–2017 shall mean the Cost of the Work as defined in Article 7 of this Agreement and the term “fee” shall mean the Construction Manager’s Fee as defined in Section 6.1.2 of this Agreement.

§ 6.3.5 If no specific provision is made in Section 6.1.3 for adjustment of the Construction Manager’s Fee in the case of changes in the Work, or if the extent of such changes is such, in the aggregate, that application of the adjustment provisions of Section 6.1.3 will cause substantial inequity to the Owner or Construction Manager, the Construction Manager’s Fee shall be equitably adjusted on the same basis that was used to establish the Fee for the original Work, and the Guaranteed Maximum Price shall be adjusted accordingly.

ARTICLE 7 COST OF THE WORK FOR CONSTRUCTION PHASE

§ 7.1 Costs to Be Reimbursed

§ 7.1.1 The term Cost of the Work shall mean costs necessarily incurred by the Construction Manager in the proper performance of the Work. The Cost of the Work shall include only the items set forth in Sections 7.1 through 7.7.

§ 7.1.2 Where, pursuant to the Contract Documents, any cost is subject to the Owner’s prior approval, the Construction Manager shall obtain such approval in writing prior to incurring the cost.

§ 7.1.3 Costs shall be at rates not higher than the standard rates paid at the place of the Project, except with prior approval of the Owner.

§ 7.2 Labor Costs

§ 7.2.1 Wages or salaries of construction workers directly employed by the Construction Manager to perform the construction of the Work at the site or, with the Owner’s prior approval, at off-site workshops.

§ 7.2.2 Wages or salaries of the Construction Manager’s supervisory and administrative personnel when stationed at the site and performing Work, with the Owner’s prior approval.

§ 7.2.2.1 Wages or salaries of the Construction Manager’s supervisory and administrative personnel when performing Work and stationed at a location other than the site, but only for that portion of time required for the Work, and limited to the personnel and activities listed below:

(Identify the personnel, type of activity and, if applicable, any agreed upon percentage of time to be devoted to the Work.)

Project Executive
Preconstruction Manager
Senior Project Manager
Project Manager
Project Superintendent
Assistant Superintendent
Administrative Assistant
Assistant Project Manager
Project Engineer
Scheduler
Cost Estimator
Safety Officer
Schedule Administrator
Quality Control Manager

§ 7.2.3 Wages and salaries of the Construction Manager’s supervisory or administrative personnel engaged at factories, workshops or while traveling, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

§ 7.2.4 Costs paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes,

insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Sections 7.2.1 through 7.2.3.

§ 7.2.5 If agreed rates for labor costs, in lieu of actual costs, are provided in this Agreement, the rates shall remain unchanged throughout the duration of this Agreement, unless the parties execute a Modification.

§ 7.3 Subcontract Costs

Payments made by the Construction Manager to Subcontractors in accordance with the requirements of the subcontracts and this Agreement.

§ 7.4 Costs of Materials and Equipment Incorporated in the Completed Construction

§ 7.4.1 Costs, including transportation and storage at the site, of materials and equipment incorporated, or to be incorporated, in the completed construction.

§ 7.4.2 Costs of materials described in the preceding Section 7.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Construction Manager. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

§ 7.5 Costs of Other Materials and Equipment, Temporary Facilities and Related Items

§ 7.5.1 Costs of transportation, storage, installation, dismantling, maintenance, and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment, and tools, that are not fully consumed, shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Construction Manager shall mean fair market value.

§ 7.5.2 Rental charges for temporary facilities, machinery, equipment, and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site, and the costs of transportation, installation, dismantling, minor repairs, and removal of such temporary facilities, machinery, equipment, and hand tools. Rates and quantities of equipment owned by the Construction Manager, or a related party as defined in Section 7.8, shall be subject to the Owner's prior approval. The total rental cost of any such equipment may not exceed the purchase price of any comparable item.

§ 7.5.3 Costs of removal of debris from the site of the Work and its proper and legal disposal.

§ 7.5.4 Costs of the Construction Manager's site office, including general office equipment and supplies.

§ 7.5.5 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, subject to the Owner's prior approval.

§ 7.6 Miscellaneous Costs

§ 7.6.1 Premiums for that portion of insurance and bonds required by the Contract Documents that can be directly attributed to this Contract.

§ 7.6.1.1 Costs for self-insurance, for either full or partial amounts of the coverages required by the Contract Documents, with the Owner's prior approval.

§ 7.6.1.2 Costs for insurance through a captive insurer owned or controlled by the Construction Manager, with the Owner's prior approval.

§ 7.6.2 Sales, use, or similar taxes, imposed by a governmental authority, that are related to the Work and for which the Construction Manager is liable.

§ 7.6.3 Fees and assessments for the building permit, and for other permits, licenses, and inspections, for which the Construction Manager is required by the Contract Documents to pay.

§ 7.6.4 Fees of laboratories for tests required by the Contract Documents; except those related to defective or nonconforming Work for which reimbursement is excluded under Article 13 of AIA Document A201–2017 or by other provisions of the Contract Documents, and which do not fall within the scope of Section 7.7.3.

§ 7.6.5 Royalties and license fees paid for the use of a particular design, process, or product, required by the Contract Documents.

§ 7.6.5.1 The cost of defending suits or claims for infringement of patent rights arising from requirements of the Contract Documents, payments made in accordance with legal judgments against the Construction Manager resulting from such suits or claims, and payments of settlements made with the Owner's consent, unless the Construction Manager had reason to believe that the required design, process, or product was an infringement of a copyright or a patent, and the Construction Manager failed to promptly furnish such information to the Architect as required by Article 3 of AIA Document A201–2017. The costs of legal defenses, judgments, and settlements shall not be included in the Cost of the Work used to calculate the Construction Manager's Fee or subject to the Guaranteed Maximum Price.

§ 7.6.6 Costs for communications services, electronic equipment, and software, directly related to the Work and located at the site, with the Owner's prior approval.

§ 7.6.7 Costs of document reproductions and delivery charges.

§ 7.6.8 Deposits lost for causes other than the Construction Manager's negligence or failure to fulfill a specific responsibility in the Contract Documents.

§ 7.6.9 Legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between the Owner and Construction Manager, reasonably incurred by the Construction Manager after the execution of this Agreement in the performance of the Work and with the Owner's prior approval, which shall not be unreasonably withheld.

§ 7.6.10 Expenses incurred in accordance with the Construction Manager's standard written personnel policy for relocation and temporary living allowances of the Construction Manager's personnel required for the Work, with the Owner's prior approval.

§ 7.6.11 That portion of the reasonable expenses of the Construction Manager's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work.

§ 7.7 Other Costs and Emergencies

§ 7.7.1 Other costs incurred in the performance of the Work, with the Owner's prior approval.

§ 7.7.2 Costs incurred in taking action to prevent threatened damage, injury, or loss, in case of an emergency affecting the safety of persons and property, as provided in Article 10 of AIA Document A201–2017.

§ 7.7.3 Costs of repairing or correcting damaged or nonconforming Work executed by the Construction Manager, Subcontractors, or suppliers, provided that such damaged or nonconforming Work was not caused by the negligence of, or failure to fulfill a specific responsibility by, the Construction Manager, and only to the extent that the cost of repair or correction is not recovered by the Construction Manager from insurance, sureties, Subcontractors, suppliers, or others.

§ 7.7.4 The costs described in Sections 7.1 through 7.7 shall be included in the Cost of the Work, notwithstanding any provision of AIA Document A201–2017 or other Conditions of the Contract which may require the Construction Manager to pay such costs, unless such costs are excluded by the provisions of Section 7.9.

§ 7.8 Related Party Transactions

§ 7.8.1 For purposes of this Section 7.8, the term "related party" shall mean (1) a parent, subsidiary, affiliate, or other entity having common ownership of, or sharing common management with, the Construction Manager; (2) any entity in which any

stockholder in, or management employee of, the Construction Manager holds an equity interest in excess of ten percent in the aggregate; (3) any entity which has the right to control the business or affairs of the Construction Manager; or (4) any person, or any member of the immediate family of any person, who has the right to control the business or affairs of the Construction Manager.

§ 7.8.2 If any of the costs to be reimbursed arise from a transaction between the Construction Manager and a related party, the Construction Manager shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction in writing, then the cost incurred shall be included as a cost to be reimbursed, and the Construction Manager shall procure the Work, equipment, goods, or service, from the related party, as a Subcontractor, according to the terms of Article 9. If the Owner fails to authorize the transaction in writing, the Construction Manager shall procure the Work, equipment, goods, or service from some person or entity other than a related party according to the terms of Article 9.

§ 7.9 Costs Not To Be Reimbursed

§ 7.9.1 The Cost of the Work shall not include the items listed below:

- .1 Salaries and other compensation of the Construction Manager's personnel stationed at the Construction Manager's principal office or offices other than the site office, except as specifically provided in Section 7.2, or as may be provided in Article 14;
- .2 Bonuses, profit sharing, incentive compensation, and any other discretionary payments, paid to anyone hired by the Construction Manager or paid to any Subcontractor or vendor, unless the Owner has provided prior approval;
- .3 Expenses of the Construction Manager's principal office and offices other than the site office;
- .4 Overhead and general expenses, except as may be expressly included in Sections 7.1 to 7.7;
- .5 The Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Work;
- .6 Except as provided in Section 7.7.3 of this Agreement, costs due to the negligence of, or failure to fulfill a specific responsibility of the Contract by, the Construction Manager, Subcontractors, and suppliers, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable;
- .7 Any cost not specifically and expressly described in Sections 7.1 to 7.7;
- .8 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded; and
- .9 Costs for services incurred during the Preconstruction Phase.

ARTICLE 8 DISCOUNTS, REBATES, AND REFUNDS

§ 8.1 Cash discounts obtained on payments made by the Construction Manager shall accrue to the Owner if (1) before making the payment, the Construction Manager included the amount to be paid, less such discount, in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Construction Manager with which to make payments; otherwise, cash discounts shall accrue to the Construction Manager. Trade discounts, rebates, refunds, and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Construction Manager shall make provisions so that they can be obtained.

§ 8.2 Amounts that accrue to the Owner in accordance with the provisions of Section 8.1 shall be credited to the Owner as a deduction from the Cost of the Work.

ARTICLE 9 SUBCONTRACTS AND OTHER AGREEMENTS

§ 9.1 Those portions of the Work that the Construction Manager does not customarily perform with the Construction Manager's own personnel shall be performed under subcontracts or other appropriate agreements with the Construction Manager. In accordance with Minn. Stat. § 471.463, Subd. 5, the Construction Manager shall competitively bid all trade work for the Project from a list of qualified firms. The Owner may designate specific persons from whom, or entities from which, the Construction Manager shall obtain bids. The Construction Manager shall obtain bids from Subcontractors, and from suppliers of materials or equipment fabricated especially for the Work, who are qualified to perform that portion of the Work in accordance with the requirements of the Contract Documents. The Construction Manager shall deliver such bids to the Architect and Owner with an indication as to which bids the Construction Manager intends to accept. The Owner then has the right to review the Construction Manager's list of proposed subcontractors and suppliers in consultation with the Architect

and, subject to Section 9.1.1, to object to any subcontractor or supplier. Any advice of the Architect, or approval or objection by the Owner, shall not relieve the Construction Manager of its responsibility to perform the Work in accordance with the Contract Documents. The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has reasonable objection.

§ 9.1.1 When a specific subcontractor or supplier (1) is recommended to the Owner by the Construction Manager; (2) is qualified to perform that portion of the Work; and (3) has submitted a bid that conforms to the requirements of the Contract Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Construction Manager may require that a Change Order be issued to adjust the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Construction Manager and the amount of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

§ 9.2 Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement, and shall not be awarded on the basis of cost plus a fee without the Owner's prior written approval. If a subcontract is awarded on the basis of cost plus a fee, the Construction Manager shall provide in the subcontract for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Construction Manager in Article 10.

ARTICLE 10 ACCOUNTING RECORDS

The Construction Manager shall keep full and detailed records and accounts related to the Cost of the Work, and exercise such controls, as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Construction Manager's records and accounts, including complete documentation supporting accounting entries, books, job cost reports, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, Subcontractor's invoices, purchase orders, vouchers, memoranda, and other data relating to this Contract. The Construction Manager shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law.

ARTICLE 11 PAYMENTS FOR CONSTRUCTION PHASE SERVICES

§ 11.1 Progress Payments

§ 11.1.1 Based upon Applications for Payment submitted to the Architect by the Construction Manager, and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum, to the Construction Manager, as provided below and elsewhere in the Contract Documents.

§ 11.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

N/A

§ 11.1.3 Provided that an Application for Payment is received by the Architect not later than the first day of a month, the Owner shall make payment of the amount certified to the Construction Manager not later than the last day of the same month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than thirty (30) days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 11.1.4 With each Application for Payment, the Construction Manager shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner or Architect to demonstrate that payments already made by the Construction Manager on account of the Cost of the Work equal or exceed progress payments already received by the Construction Manager, plus payrolls for the period covered by the present Application for Payment, less that portion of the progress payments attributable to the Construction Manager's Fee.

§ 11.1.5 Each Application for Payment shall be based on the most recent schedule of values submitted by the Construction Manager in accordance with the Contract Documents. The schedule of values shall allocate the entire Guaranteed Maximum Price among: (1) the various portions of the Work; (2) any contingency for costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order; and (3) the Construction

Manager's Fee.

§ 11.1.5.1 The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. The schedule of values shall be used as a basis for reviewing the Construction Manager's Applications for Payment.

§ 11.1.5.2 The allocation of the Guaranteed Maximum Price under this Section 11.1.5 shall not constitute a separate guaranteed maximum price for the Cost of the Work of each individual line item in the schedule of values.

§ 11.1.5.3 When the Construction Manager allocates costs from a contingency to another line item in the schedule of values, the Construction Manager shall submit supporting documentation to the Architect.

§ 11.1.6 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed, or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Construction Manager on account of that portion of the Work and for which the Construction Manager has made payment or intends to make payment prior to the next Application for Payment, by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

§ 11.1.7 In accordance with AIA Document A201–2017 and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 11.1.7.1 The amount of each progress payment shall first include:

- .1 That portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the most recent schedule of values;
- .2 That portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction or, if approved in writing in advance by the Owner, suitably stored off the site at a location agreed upon in writing;
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified; and
- .4 The Construction Manager's Fee, computed upon the Cost of the Work described in the preceding Sections 11.1.7.1.1 and 11.1.7.1.2 at the rate stated in Section 6.1.2 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work included in Sections 11.1.7.1.1 and 11.1.7.1.2 bears to a reasonable estimate of the probable Cost of the Work upon its completion.

§ 11.1.7.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- .3 Any amount for which the Construction Manager does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Construction Manager intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017;
- .5 The shortfall, if any, indicated by the Construction Manager in the documentation required by Section 11.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and
- .6 Retainage withheld pursuant to Section 11.1.8.

§ 11.1.8 Retainage

§ 11.1.8.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may

be limited by governing law.)

5%

§ 11.1.8.1.1 The following items are not subject to retainage:

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

N/A

§ 11.1.8.2 Reduction or limitation of retainage, if any, shall be as follows:

(If the retainage established in Section 11.1.8.1 is to be modified prior to Substantial Completion of the entire Work, insert provisions for such modification.)

N/A

§ 11.1.8.3 Except as set forth in this Section 11.1.8.3, upon Substantial Completion of the Work, the Construction Manager may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 11.1.8. The Application for Payment submitted at Substantial Completion shall not include retainage as follows: *(Insert any other conditions for release of retainage, such as upon completion of the Owner's audit and reconciliation, upon Substantial Completion.)*

N/A

§ 11.1.9 If final completion of the Work is materially delayed through no fault of the Construction Manager, the Owner shall pay the Construction Manager any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 11.1.10 Except with the Owner's prior written approval, the Construction Manager shall not make advance payments to suppliers for materials or equipment which have not been delivered and suitably stored at the site.

§ 11.1.11 The Owner and the Construction Manager shall agree upon a mutually acceptable procedure for review and approval of payments to Subcontractors, and the percentage of retainage held on Subcontracts, and the Construction Manager shall execute subcontracts in accordance with those agreements.

§ 11.1.12 In taking action on the Construction Manager's Applications for Payment the Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Construction Manager, and such action shall not be deemed to be a representation that (1) the Architect has made a detailed examination, audit, or arithmetic verification, of the documentation submitted in accordance with Section 11.1.4 or other supporting data; (2) that the Architect has made exhaustive or continuous on-site inspections; or (3) that the Architect has made examinations to ascertain how or for what purposes the Construction Manager has used amounts previously paid on account of the Contract. Such examinations, audits, and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§ 11.2 Final Payment

§ 11.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Construction Manager when

- .1 the Construction Manager has fully performed the Contract, except for the Construction Manager's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 the Construction Manager has submitted a final accounting for the Cost of the Work and a final Application for Payment; and
- .3 a final Certificate for Payment has been issued by the Architect in accordance with Section 11.2.2.2.

§ 11.2.2 Within 30 days of the Owner's receipt of the Construction Manager's final accounting for the Cost of the Work, the Owner shall conduct an audit of the Cost of the Work or notify the Architect that it will not conduct an audit.

§ 11.2.2.1 If the Owner conducts an audit of the Cost of the Work, the Owner shall, within 10 days after completion of the audit, submit a written report based upon the auditors' findings to the Architect.

§ 11.2.2.2 Within seven days after receipt of the written report described in Section 11.2.2.1, or receipt of notice that the Owner will not conduct an audit, and provided that the other conditions of Section 11.2.1 have been met, the Architect will either issue to the Owner a final Certificate for Payment with a copy to the Construction Manager, or notify the Construction Manager and Owner in writing of the Architect's reasons for withholding a certificate as provided in Article 9 of AIA Document A201–2017. The time periods stated in this Section 11.2.2 supersede those stated in Article 9 of AIA Document A201–2017. The Architect is not responsible for verifying the accuracy of the Construction Manager's final accounting.

§ 11.2.2.3 If the Owner's auditors' report concludes that the Cost of the Work, as substantiated by the Construction Manager's final accounting, is less than claimed by the Construction Manager, the Construction Manager shall be entitled to request mediation of the disputed amount without seeking an initial decision pursuant to Article 15 of AIA Document A201–2017. A request for mediation shall be made by the Construction Manager within 30 days after the Construction Manager's receipt of a copy of the Architect's final Certificate for Payment. Failure to request mediation within this 30-day period shall result in the substantiated amount reported by the Owner's auditors becoming binding on the Construction Manager. Pending a final resolution of the disputed amount, the Owner shall pay the Construction Manager the amount certified in the Architect's final Certificate for Payment.

§ 11.2.3 The Owner's final payment to the Construction Manager shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment.

§ 11.2.4 If, subsequent to final payment, and at the Owner's request, the Construction Manager incurs costs, described in Sections 7.1 through 7.7, and not excluded by Section 7.9, to correct defective or nonconforming Work, the Owner shall reimburse the Construction Manager for such costs, and the Construction Manager's Fee applicable thereto, on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price. If adjustments to the Contract Sum are provided for in Section 6.1.7, the amount of those adjustments shall be recalculated, taking into account any reimbursements made pursuant to this Section 11.2.4 in determining the net amount to be paid by the Owner to the Construction Manager.

§ 11.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

N/A

ARTICLE 12 DISPUTE RESOLUTION

§ 12.1 Initial Decision Maker

§ 12.1.1 Any Claim between the Owner and Construction Manager shall be resolved in accordance with the provisions set forth in this Article 12 and Article 15 of A201–2017. However, for Claims arising from or relating to the Construction Manager's Preconstruction Phase services, no decision by the Initial Decision Maker shall be required as a condition precedent to mediation or binding dispute resolution, and Section 12.1.2 of this Agreement shall not apply.

§ 12.1.2 The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017 for Claims arising from or relating to the Construction Manager's Construction Phase services, unless the parties appoint below another individual, not a party to the Agreement, to serve as the Initial Decision Maker.

§ 12.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

[☐] Arbitration pursuant to Article 15 of AIA Document A201–2017

[☒] Litigation in a court of competent jurisdiction

[☐] Other: *(Specify)*

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

ARTICLE 13 TERMINATION OR SUSPENSION

§ 13.1 Termination Prior to Execution of the Guaranteed Maximum Price Amendment

§ 13.1.1 If the Owner and the Construction Manager do not reach an agreement on the Guaranteed Maximum Price, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner.

§ 13.1.2 In the event of termination of this Agreement pursuant to Section 13.1.1, the Construction Manager shall be compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination, in accordance with the terms of this Agreement. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 5.1.

§ 13.1.3 Prior to the execution of the Guaranteed Maximum Price Amendment, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager for the Owner's convenience and without cause, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner, for the reasons set forth in Article 14 of A201–2017.

§ 13.1.4 In the event of termination of this Agreement pursuant to Section 13.1.3, the Construction Manager shall be equitably compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 5.1.

§ 13.1.5 If the Owner terminates the Contract pursuant to Section 13.1.3 after the commencement of the Construction Phase but prior to the execution of the Guaranteed Maximum Price Amendment, the Owner shall pay to the Construction Manager an amount calculated as follows, which amount shall be in addition to any compensation paid to the Construction Manager under Section 13.1.4:

- .1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;
- .2 Add the Construction Manager's Fee computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion; and
- .3 Subtract the aggregate of previous payments made by the Owner for Construction Phase services.

§ 13.1.6 The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.1.5.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders. All Subcontracts, purchase orders and rental agreements entered into by the Construction Manager will contain provisions allowing for assignment to the Owner as described above.

§ 13.1.6.1 If the Owner accepts assignment of subcontracts, purchase orders or rental agreements as described above, the Owner will reimburse or indemnify the Construction Manager for all costs arising under the subcontract, purchase order or rental agreement, if those costs would have been reimbursable as Cost of the Work if the contract had not been terminated. If the Owner chooses not to accept assignment of any subcontract, purchase order or rental agreement that would have

constituted a Cost of the Work had this agreement not been terminated, the Construction Manager will terminate the subcontract, purchase order or rental agreement and the Owner will pay the Construction Manager the costs necessarily incurred by the Construction Manager because of such termination.

§ 13.2 Termination or Suspension Following Execution of the Guaranteed Maximum Price Amendment

§ 13.2.1 Termination

The Contract may be terminated by the Owner or the Construction Manager as provided in Article 14 of AIA Document A201–2017.

§ 13.2.2 Termination by the Owner for Cause

§ 13.2.2.1 If the Owner terminates the Contract for cause as provided in Article 14 of AIA Document A201–2017, the amount, if any, to be paid to the Construction Manager under Article 14 of AIA Document A201–2017 shall not cause the Guaranteed Maximum Price to be exceeded, nor shall it exceed an amount calculated as follows:

- .1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;
- .2 Add the Construction Manager's Fee, computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract the costs and damages incurred, or to be incurred, by the Owner under Article 14 of AIA Document A201–2017.

§ 13.2.2.2 The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.2.2.1.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders.

§ 13.2.3 Termination by the Owner for Convenience

If the Owner terminates the Contract for convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Construction Manager a termination fee as agreed between the Owner and Construction Manager.

§ 13.3 Suspension

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017; in such case, the Guaranteed Maximum Price and Contract Time shall be increased as provided in Article 14 of AIA Document A201–2017, except that the term "profit" shall be understood to mean the Construction Manager's Fee as described in Sections 6.1 and 6.3.5 of this Agreement.

ARTICLE 14 MISCELLANEOUS PROVISIONS

§ 14.1 Terms in this Agreement shall have the same meaning as those in A201–2017. Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 14.2 Successors and Assigns

§ 14.2.1 The Owner and Construction Manager, respectively, bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 14.2.2 of this Agreement, and in Section 13.2.2 of A201–2017, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 14.2.2 The Owner may, without consent of the Construction Manager, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The

Construction Manager shall execute all consents reasonably required to facilitate the assignment.

§ 14.3 Insurance and Bonds

§ 14.3.1 Preconstruction Phase

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

§ 14.3.1.1 Commercial General Liability with policy limits of not less than one million and no/100 dollars (\$ 1,000,000.00) for each occurrence and two million and no/100 dollars (\$ 2,000,000.00) in the aggregate for bodily injury and property damage.

§ 14.3.1.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Construction Manager with policy limits of not less than one million and no/100 dollars (\$ 1,000,000.00) 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.

§ 14.3.1.3 The Construction Manager may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided that such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 14.3.1.1 and 14.3.1.2, 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.

§ 14.3.1.4 Workers' Compensation at statutory limits and Employers Liability with policy limits not less than one million and no/100 dollars (\$ 1,000,000.00) each accident, one million and no/100 dollars (\$ 1,000,000.00) each employee, and one million and no/100 dollars (\$ 1,000,000.00) policy limit.

§ 14.3.1.5 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than one million and no/100 dollars (\$ 1,000,000.00) per claim and one million and no/100 dollars (\$ 1,000,000.00) in the aggregate.

§ 14.3.1.6 Other Insurance

(List below any other insurance coverage to be provided by the Construction Manager and any applicable limits.)

Coverage	Limits
N/A	

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

§ 14.3.1.8 The Construction Manager shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 14.3.1.

§ 14.3.2 Construction Phase

After execution of the Guaranteed Maximum Price Amendment, the Owner and the Construction Manager shall purchase and maintain insurance as set forth in AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, Exhibit B, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 14.3.2.1 The Construction Manager shall provide bonds as set forth in AIA Document A133™–2019 Exhibit B, and elsewhere in the Contract Documents.

§ 14.4 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with a building information modeling exhibit, if completed, or as otherwise set forth below:

§ 14.5 Other provisions:

§ 14.5.1 Non-Discrimination. Construction Manager shall ensure that no person shall on the grounds of race, color, religions, sex, sexual orientation, gender identity, handicap, familial status, or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any scope of work carried out by Construction Manager or any Subcontractors of any tier. The Construction Manager agrees to be bound by the provisions of Minnesota Statutes, Section 181.59, that prohibits certain discriminatory practices and the terms of said section are incorporated into this Agreement.

§ 14.5.2 Affirmative Action. Owner's Affirmative Action Plan shall be made available to the Construction Manager. The Construction Manager must comply with the Owner's Affirmative Action requirements and procedures. The Construction Manager shall furnish an affirmative action plan information and/or reports if requested by the Owner. The Construction Manager's furnishing of the information and a plan in compliance with this paragraph is a condition precedent to the Construction Manager's right to receive payment for its Work.

§ 14.5.3 The Construction Manager, its Subcontractors and the Owner must comply with the Minnesota Government Data Practices Act ("MGDPA"), Minnesota Statutes, Ch. 13, as it applies to all data provided by the Owner in accordance with this Contract and as it applies to all data, created, collected, received, stored, used, maintained, or disseminate by the Construction Manager in accordance with this Contract. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data referred to in this clause by the Construction Manager, its Subcontractors or the Owner. In the event the Construction Manager or its Subcontractors receive a request to release the data referred to in this clause, the Construction Manager must immediately notify the Owner. The Owner will give the Construction Manager instructions concerning the release of the data to the requesting party before the data is released.

§ 14.5.4 Pursuant to Minn. Stat., § 16C.05, subd. 5, Construction Manager agrees that the books, records, documents and accounting procedures and practices of Construction Manager, that are relevant to the Contract Documents or transaction, are subject to examination by the Owner, the Owner's auditor, and the state auditor for a minimum of six (6) years. Construction Manager shall maintain such records for a minimum of six (6) years after final payment.

§ 14.5.5 Electronic Signatures and Records. Construction Manager and Owner agree that an electronic signature or an electronic record of a signature shall be as enforceable as an original signature page and will not be denied legal effect. This electronic signature provision will survive termination of this Agreement and applies to this Agreement and all documents generated in connection with this Agreement. »

ARTICLE 15 SCOPE OF THE AGREEMENT

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

§ 15.2 The following documents comprise the Agreement:

- .1 AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price
- .2 AIA Document A133™–2019, Exhibit A, Guaranteed Maximum Price Amendment, if executed
- .3 AIA Document A133™–2019, Exhibit B, Insurance and Bonds
- .4 AIA Document A201™–2017, General Conditions of the Contract for Construction
- .7 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201–2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Construction Manager's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if

intended to be part of the Contract Documents.)

See Construction Manager's Proposal and RFP on file with Owner

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

OWNER (Signature)

(Printed name and title)

CONSTRUCTION MANAGER (Signature)

(Printed name and title)

AIA® Document A201® – 2017

General Conditions of the Contract for Construction

for the following PROJECT:

(Name and location or address)

Northbound (Liquor Store) and Cannabound (Cannabis Store)

THE OWNER:

(Name, legal status and address)

City Elk River, a Minnesota municipal corporation
13065 Orono Parkway
Elk River, MN 55330

THE ARCHITECT:

(Name, legal status and address)

LSE Architects
1401 Glenwood Ave
Minneapolis, MN 55405

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ADDITIONS AND DELETIONS:

The author of this document may have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes 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 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.

For guidance in modifying this document to include supplementary conditions, see AIA Document A503™–2017, Guide for Supplementary Conditions.

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement, and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding or proposal requirements.

§ 1.1.2 The Contract

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants, or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

§ 1.1.3 The Work

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§ 1.1.4 The Project

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by Separate Contractors.

§ 1.1.5 The Drawings

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams.

§ 1.1.6 The Specifications

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

§ 1.1.7 Instruments of Service

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 1.1.8 Initial Decision Maker

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2. The Initial Decision Maker shall not show partiality to the Owner or Contractor and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 1.2 Correlation and Intent of the Contract Documents

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

§ 1.2.1.1 The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents 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 Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.3 Capitalization

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles, or (3) the titles of other documents published by the American Institute of Architects.

§ 1.4 Interpretation

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 1.5 Ownership and Use of Drawings, Specifications, and Other Instruments of Service

§ 1.5.1 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 retain all common law, statutory, and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants.

§ 1.6 Notice

§ 1.6.1 Except as otherwise provided in Section 1.6.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission if a method for electronic transmission is set forth in the Agreement.

§ 1.6.2 Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

§ 1.7 Digital Data Use and Transmission

The parties shall agree upon written protocols governing the transmission and use of, and reliance on, Instruments of Service or any other information or documentation in digital form.

§ 1.8 Building Information Models Use and Reliance

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

and each of their agents and employees.

ARTICLE 2 OWNER

§ 2.1 General

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 2.1.2 The Owner shall furnish to the Contractor, within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of, or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

§ 2.2 Evidence of the Owner's Financial Arrangements

§ 2.2.1 Prior to commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 2.2.1, the Contract Time shall be extended appropriately.

§ 2.2.2 Following commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract only if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due; or (3) a change in the Work materially changes the Contract Sum. If the Owner fails to provide such evidence, as required, within fourteen days of the Contractor's request, the Contractor may immediately stop the Work and, in that event, shall notify the Owner that the Work has stopped. However, if the request is made because a change in the Work materially changes the Contract Sum under (3) above, the Contractor may immediately stop only that portion of the Work affected by the change until reasonable evidence is provided. If the Work is stopped under this Section 2.2.2, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided in the Contract Documents.

§ 2.2.3 After the Owner furnishes evidence of financial arrangements under this Section 2.2, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.4 Where the Owner has designated information furnished under this Section 2.2 as "confidential," the Contractor shall keep the information confidential and shall not disclose it to any other person. However, the Contractor may disclose "confidential" information, after seven (7) days' notice to the Owner, where disclosure is required by law, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or by court or arbitrator(s) order. The Contractor may also disclose "confidential" information to its employees, consultants, sureties, Subcontractors and their employees, Sub-subcontractors, and others who need to know the content of such information solely and exclusively for the Project and who agree to maintain the confidentiality of such information.

§ 2.3 Information and Services Required of the Owner

§ 2.3.1 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

§ 2.3.2 The Owner has retained an architect lawfully licensed to practice architecture, or an entity lawfully practicing architecture, in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 2.3.3 If the employment of the Architect terminates, the Owner shall employ a successor to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

§ 2.3.4 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 2.3.5 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

§ 2.3.6 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

§ 2.4 Owner's Right to Stop the Work

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

§ 2.5 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

ARTICLE 3 CONTRACTOR

§ 3.1 General

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

§ 3.1.3 The Contractor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of

facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner, subject to Section 15.1.7, as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 3.3 Supervision and Construction Procedures

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely notice to the Owner and Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Architect objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.4 Labor and Materials

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 3.4.2 Except in the case of minor changes in the Work approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

§ 3.5 Warranty

§ 3.5.1 The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be

of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.5.2 All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4.

§ 3.6 Taxes

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 3.7 Permits, Fees, Notices and Compliance with Laws

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

§ 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7.4 Concealed or Unknown Conditions

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 14 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may submit a Claim as provided in Article 15.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.8 Allowances

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents,

- .1 allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- .2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
- .3 whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

§ 3.9 Superintendent

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Architect may notify the Contractor, stating whether the Owner or the Architect (1) has reasonable objection to the proposed superintendent or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

§ 3.10 Contractor's Construction and Submittal Schedules

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project.

§ 3.10.2 The Contractor, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Architect's approval. The Architect's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, or fails to provide submittals in accordance with the approved submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

§ 3.11 Documents and Samples at the Site

The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Architect and Owner, and delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.12 Shop Drawings, Product Data and Samples

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment, or workmanship, and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate how the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve, and submit to the Architect, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents, in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of Separate Contractors.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals, until the respective submittal has been approved by the Architect.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Architect of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals, by the Architect's approval thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures. The Contractor shall not be required to provide professional services in violation of applicable law.

§ 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such

services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 3.12.10.2 If the Contract Documents require the Contractor's design professional to certify that the Work has been performed in accordance with the design criteria, the Contractor shall furnish such certifications to the Architect at the time and in the form specified by the Architect.

§ 3.13 Use of Site

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§ 3.14 Cutting and Patching

§ 3.14.1 The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting, or patching shall be restored to the condition existing prior to the cutting, fitting, or patching, unless otherwise required by the Contract Documents.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or Separate Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter construction by the Owner or a Separate Contractor except with written consent of the Owner and of the Separate Contractor. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold, from the Owner or a Separate Contractor, its consent to cutting or otherwise altering the Work.

§ 3.15 Cleaning Up

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the Owner shall be entitled to reimbursement from the Contractor.

§ 3.16 Access to Work

The Contractor shall provide the Owner and Architect with access to the Work in preparation and progress wherever located.

§ 3.17 Royalties, Patents and Copyrights

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications, or other documents prepared by the Owner or Architect. However, if an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect.

§ 3.18 Indemnification

§ 3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18. In accordance with Minn. Stat. § 604.21, Contractor shall not be required to indemnify, hold harmless or defend a party or person described in this Section 3.18 from or against such claims

resulting from the negligence or fault of any other person.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

ARTICLE 4 ARCHITECT

§ 4.1 General

§ 4.1.1 The Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement.

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

§ 4.2 Administration of the Contract

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, 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 will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

§ 4.2.3 On the basis of the site visits, the Architect will 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. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of, and will not be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 4.2.4 Communications

The Owner and Contractor shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

§ 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, 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.

§ 4.2.7 The Architect will 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. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect 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. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Architect's review shall not constitute approval of safety precautions or of any 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.

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may order minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more Project representatives to assist in carrying out the Architect's responsibilities at the site. The Owner shall notify the Contractor of any change in the duties, responsibilities and limitations of authority of the Project representatives.

§ 4.2.11 The Architect will 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 will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either, and will not be liable for results of interpretations or decisions rendered in good faith.

§ 4.2.13 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a Separate Contractor or the subcontractors of a Separate Contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

§ 5.2 Award of Subcontracts and Other Contracts for Portions of the Work

§ 5.2.1 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Architect may notify the Contractor whether the Owner or the Architect (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person, or entity for one previously selected if the Owner or Architect makes reasonable objection to such substitution.

§ 5.3 Subcontractual Relations

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work that the Contractor, by these Contract Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.4 Contingent Assignment of Subcontracts

- § 5.4.1** Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that
- .1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor; and
 - .2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

§ 5.4.3 Upon assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 Owner's Right to Perform Construction and to Award Separate Contracts

§ 6.1.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each Separate Contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with any Separate Contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to its construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, Separate Contractors, and the Owner until subsequently revised.

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or with Separate Contractors, the Owner or its Separate Contractors shall have the same obligations and rights that the Contractor has under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6, and Articles 10, 11, and 12.

§ 6.2 Mutual Responsibility

§ 6.2.1 The Contractor shall afford the Owner and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Architect of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner's or Separate Contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not apparent.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a Separate Contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a Separate Contractor's delays, improperly timed activities, damage to the Work or defective construction.

§ 6.2.4 The Contractor shall promptly remedy damage that the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or Separate Contractor as provided in Section 10.2.5.

§ 6.2.5 The Owner and each Separate Contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.3 Owner's Right to Clean Up

If a dispute arises among the Contractor, Separate Contractors, and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by

Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor, and Architect. A Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor. An order for a minor change in the Work may be issued by the Architect alone.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents. The Contractor shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work.

§ 7.2 Change Orders

§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor, and Architect stating their agreement upon all of the following:

- .1 The change in the Work;
- .2 The amount of the adjustment, if any, in the Contract Sum; and
- .3 The extent of the adjustment, if any, in the Contract Time.

§ 7.3 Construction Change Directives

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Contract Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in Section 7.3.4.

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

- .1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Architect;
- .2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;
- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and
- .5 Costs of supervision and field office personnel directly attributable to the change.

§ 7.3.5 If the Contractor disagrees with the adjustment in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15.

§ 7.3.6 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.7 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.4 Minor Changes in the Work

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. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Architect that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

ARTICLE 8 TIME

§ 8.1 Definitions

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 8.2 Progress and Completion

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, commence the Work prior to the effective date of insurance required to be furnished by the Contractor and Owner.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.3 Delays and Extensions of Time

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (4) by delay authorized by the Owner pending mediation and binding dispute resolution; or (5) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

§ 9.1.1 The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 9.1.2 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed so that application of such unit prices to the actual quantities causes substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 9.2 Schedule of Values

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit a schedule of values to the Architect before the first Application for Payment, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Architect. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. Any changes to the schedule of values shall be submitted to the Architect and supported by such data to substantiate its accuracy as the Architect may require, and unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment.

§ 9.3 Applications for Payment

§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be notarized, if required, and supported by all data substantiating the Contractor's right to payment that the Owner or Architect require, such as copies of requisitions, and releases and waivers of liens from Subcontractors and suppliers, and shall reflect retainage if provided for in the Contract Documents.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay. As required by Minnesota Statutes, § 471.425, subd. 4a, the Construction Manager must pay all Subcontractors, less any retainage, within ten (10) calendar days of the Construction Manager's receipt of payment from the Owner for undisputed services provided by the Subcontractor(s) and must pay interest at the rate of one and one-half percent (1.5%) per month or any part of a month to the Subcontractor(s) on any undisputed amount not paid on time to the Subcontractor(s).

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with

procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage, and transportation to the site, for such materials and equipment stored off the site.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances, in favor of the Contractor, Subcontractors, suppliers, or other persons or entities that provided labor, materials, and equipment relating to the Work.

§ 9.4 Certificates for Payment

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data in the 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 an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion, and to specific qualifications expressed by the Architect. However, the issuance of a Certificate for Payment will 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) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a Separate Contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.

§ 9.5.2 When either party disputes the Architect's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, that party may submit a Claim in accordance with Article 15.

§ 9.5.3 When the reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.4 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or supplier to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Contractor shall reflect such payment on its next Application for Payment.

§ 9.6 Progress Payments

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.

§ 9.6.2 The Contractor shall pay each Subcontractor, no later than ten days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors and suppliers to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law.

§ 9.6.5 The Contractor's payments to suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors or provided by suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, create any fiduciary liability or tort liability on the part of the Contractor for breach of trust, or entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.6.8 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

§ 9.7 Failure of Payment

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents, the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased

by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided for in the Contract Documents.

§ 9.8 Substantial Completion

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance, and consent of surety if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor, and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the

Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, corrected, and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- .1 liens, Claims, security interests, or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents;
- .3 terms of special warranties required by the Contract Documents; or
- .4 audits performed by the Owner, if permitted by the Contract Documents, after final payment.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor, or a supplier, shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 10.2 Safety of Persons and Property

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

§ 10.2.2 The Contractor shall comply with, and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property or their protection from damage,

injury, or loss.

§ 10.2.3 The Contractor shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 Injury or Damage to Person or Property

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 Hazardous Materials and Substances

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition.

§ 10.3.2 Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and

expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for hazardous materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for hazardous materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Contractor shall reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall reimburse the Contractor for all cost and expense thereby incurred.

§ 10.4 Emergencies

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

§ 11.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner, Architect, and Architect's consultants shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.

§ 11.1.2 The Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 11.1.3 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

§ 11.1.4 Notice of Cancellation or Expiration of Contractor's Required Insurance. Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 11.2 Owner's Insurance

§ 11.2.1 The Owner shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Owner shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located.

§ 11.2.2 Failure to Purchase Required Property Insurance. If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform the Contractor in writing prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When the failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto.

§ 11.2.3 Notice of Cancellation or Expiration of Owner's Required Property Insurance. Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any property insurance required by the Contract Documents, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

§ 11.3 Waivers of Subrogation

§ 11.3.1 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

§ 11.3.2 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 11.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

§ 11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance

The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire or other causes of loss. The Owner waives all rights of action against the Contractor and Architect for loss of use of the Owner's property, due to fire or other hazards however caused.

§11.5 Adjustment and Settlement of Insured Loss

§ 11.5.1 A loss insured under the property insurance required by the Agreement shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.5.2. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

§ 11.5.2 Prior to settlement of an insured loss, the Owner shall notify the Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor does not object, the Owner shall settle the loss and the Contractor shall be bound by the settlement and allocation. Upon receipt, the Owner shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the Contractor timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Owner may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, discovered before Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

§ 12.2.2 After Substantial Completion

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5.

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner or Separate Contractors, whether completed or partially completed, caused by the Contractor's correction or removal of Work that is not

in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 Acceptance of Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.

§ 13.2 Successors and Assigns

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate the assignment.

§ 13.3 Rights and Remedies

§ 13.3.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

§ 13.3.2 No action or failure to act by the Owner, Architect, or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed upon in writing.

§ 13.4 Tests and Inspections

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 13.4.2 If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.

§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Architect's services and expenses, shall be at the Contractor's expense.

§ 13.4.4 Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

§ 13.4.5 If the Architect is to observe tests, inspections, or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.4.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.5 Interest

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate the parties agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, for any of the following reasons:

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency, that requires all Work to be stopped;
- .3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- .4 The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 14.3, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, as well as reasonable overhead and profit on Work not executed, and costs incurred by reason of such termination.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees or any other persons or entities performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or

- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, and upon certification by the Architect that sufficient cause exists to justify such action, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- .1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- .2 Accept assignment of subcontracts pursuant to Section 5.4; and
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

§ 14.3 Suspension by the Owner for Convenience

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work, in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

- .1 that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Contractor is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 Termination by the Owner for Convenience

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of notice from the Owner of such termination for the Owner's convenience, the Contractor shall

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed; costs incurred by reason of the termination, including costs attributable to termination of Subcontracts; and the termination fee, if any, set forth in the Agreement.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. This Section 15.1.1 does not require the Owner to file a Claim

in order to impose liquidated damages in accordance with the Contract Documents.

§ 15.1.2 Time Limits on Claims

The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2.

§ 15.1.3 Notice of Claims

§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party under this Section 15.1.3.1 shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 15.1.3.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. In such event, no decision by the Initial Decision Maker is required.

§ 15.1.4 Continuing Contract Performance

§ 15.1.4.1 Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 15.1.4.2 The Contract Sum and Contract Time shall be adjusted in accordance with the Initial Decision Maker's decision, subject to the right of either party to proceed in accordance with this Article 15. The Architect will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.

§ 15.1.5 Claims for Additional Cost

If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.6 Claims for Additional Time

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 15.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction.

§ 15.1.7 Waiver of Claims for Consequential Damages

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 Initial Decision

§ 15.2.1 Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of the request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished, or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

§ 15.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.

§ 15.2.6.1 Either party may, within 30 days from the date of receipt of an initial decision, demand in writing that the other party file for mediation. If such a demand is made and the party receiving the demand fails to file for mediation within 30 days after receipt thereof, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 15.3 Mediation

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.7, shall be subject to mediation. Mediation is not a condition precedent to commencing litigation, but if litigation is commenced, the parties to mediate before any dispositive motions or trial. The parties shall share equally the mediator's fee and any filing fees. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation and ratified by the Owner's governing body shall be enforceable as settlement agreements in any court having jurisdiction thereof.



AIA® Document A133® – 2019

Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price

AGREEMENT made as of the 22nd day of September in the year 2025
(In words, indicate day, month, and year.)

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

City of Elk River, a Minnesota municipal corporation
13065 Orono Parkway
Elk River, MN 55330

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

Terra General Contractors, LLC d/b/a Terra Construction
21025 Commerce Boulevard, Suite 1000
Rogers, MN 55374

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

Northbound (Liquor Store) and Cannabound (Cannabis Store)

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

LSE Architects
1401 Glenwood Ave
Minneapolis, MN 55405

The Owner and Construction Manager agree as follows.

ADDITIONS AND DELETIONS:
The author of this document may have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes 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 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.

AIA Document A201™–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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ARTICLE 1 INITIAL INFORMATION

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

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

§ 1.1.1 The Owner's program for the Project, as described in Section 4.1.1:

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

As described on Page 2 of the Construction Manager Request for Proposal

§ 1.1.2 The Project's physical characteristics:

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

The Owner will provide geotechnical reports, site boundaries, topographic surveys, availability of public and private utilities and services.

§ 1.1.3 The Owner’s budget for the Guaranteed Maximum Price, as defined in Article 6:
(Provide total and, if known, a line item breakdown.)

TBD

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

.1 Design phase milestone dates, if any:

Design Development – Completed September 2025

Construction Documents – Completed December 2025

.2 Construction commencement date:

Spring 2026

.3 Substantial Completion date or dates:

TBD

.4 Other milestone dates:

§ 1.1.5 The Owner’s requirements for accelerated or fast-track scheduling, or phased construction, are set forth below:
(Identify any requirements for fast-track scheduling or phased construction.)

N/A

§ 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.)

N/A

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Construction Manager shall complete and incorporate AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, into this Agreement to define the terms, conditions and services related to the Owner’s Sustainable Objective. If E234–2019 is incorporated into this agreement, the Owner and Construction Manager shall incorporate the completed E234–2019 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

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

N/A

§ 1.1.8 The Owner identifies the following representative in accordance with Section 4.2:
(List name, address, and other contact information.)

Joe Stremcha

Assistant City Administrator

City of Elk River

13065 Orono Parkway

Elk River, MN 55330
Phone: (763) 635-1022
Email: jstremcha@elkrivermn.gov

§ 1.1.9 The persons or entities, in addition to the Owner's representative, who are required to review the Construction Manager's submittals to the Owner are as follows:

(List name, address and other contact information.)

Brian Tempas
LSE Architects
1401 Glenwood Ave
Minneapolis, MN 55405

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

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

.1 Geotechnical Engineer:

[Redacted]

.2 Civil Engineer:

[Redacted]

.3 Other, if any:

(List any other consultants retained by the Owner, such as a Project or Program Manager.)

[Redacted]

§ 1.1.11 The Architect's representative:

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

Brian Tempas
LSE Architects
1401 Glenwood Ave
Minneapolis, MN 55405
Phone: (612) 343-1010

§ 1.1.12 The Construction Manager identifies the following representative in accordance with Article 3:

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

Terra General Contractors, LLC d/b/a Terra Construction
21025 Commerce Blvd, Ste 1000
Rogers, MN 55374
Attn: Tom Brown
Phone: (763) 463-0220
Email: tbrown@terragc.com

§ 1.1.13 The Owner's requirements for the Construction Manager's staffing plan for Preconstruction Services, as required under Section 3.1.9:

(List any Owner-specific requirements to be included in the staffing plan.)

§ 1.1.14 The Owner's requirements for subcontractor procurement for the performance of the Work:
(List any Owner-specific requirements for subcontractor procurement.)

In accordance with Minn. Stat. § 471.463, subd. 5(b)

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

N/A

§ 1.2 The Owner and Construction Manager may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Construction Manager shall appropriately adjust the Project schedule, the Construction Manager's services, and the Construction Manager's compensation. The Owner shall adjust the Owner's budget for the Guaranteed Maximum Price and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 Neither the Owner's nor the Construction Manager's representative shall be changed without ten days' prior notice to the other party.

§ 1.4 The Owner wishes to avoid cost and schedule impacts to the greatest extent possible. As such, the Owner acknowledges that the procurement of certain scopes of Work may need to commence prior to the execution of the Guaranteed Maximum Price Amendment. Upon mutual agreement, the Owner and Construction Manager may enter into a limited notice to proceed authorizing the early release of certain scopes of Work as necessary to maintain the Project schedule and limit cost impacts. In the event the Owner and Construction Manager execute a limited notice to proceed, the Construction Manager will proceed with executing such early released Work identified in the limited notice to proceed. Any Work authorized pursuant to this Section 1.4 or a limited notice to proceed will be paid for by Owner in accordance with the terms of this Agreement and incorporated into the Guaranteed Maximum Price Amendment.

ARTICLE 2 GENERAL PROVISIONS

§ 2.1 The Contract Documents

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. Upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Contract Documents will also include the documents described in Section 3.2.3 and identified in the Guaranteed Maximum Price Amendment and revisions prepared by the Architect and furnished by the Owner as described in Section 3.2.8. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern. An enumeration of the Contract Documents, other than a Modification, appears in Article 15.

§ 2.2 Relationship of the Parties

The Construction Manager accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Construction Manager's skill and judgment in furthering the interests of the Owner to furnish efficient construction administration, management services, and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish or approve, in a timely manner, information required by the Construction Manager and to make payments to the Construction Manager in accordance with the requirements of the Contract Documents.

§ 2.3 General Conditions

§ 2.3.1 For the Preconstruction Phase, AIA Document A201™–2017, General Conditions of the Contract for Construction,

shall apply as follows: Section 1.5, Ownership and Use of Documents; Section 1.7, Digital Data Use and Transmission; Section 1.8, Building Information Model Use and Reliance; Section 2.2.4, Confidential Information; Section 3.12.10, Professional Services; Section 10.3, Hazardous Materials; Section 13.1, Governing Law. The term “Contractor” as used in A201–2017 shall mean the Construction Manager.

§ 2.3.2 For the Construction Phase, the general conditions of the contract shall be as set forth in A201–2017, which document is incorporated herein by reference. The term “Contractor” as used in A201–2017 shall mean the Construction Manager.

ARTICLE 3 CONSTRUCTION MANAGER’S RESPONSIBILITIES

The Construction Manager’s Preconstruction Phase responsibilities are set forth in Sections 3.1 and 3.2, and in the applicable provisions of A201–2017 referenced in Section 2.3.1. The Construction Manager’s Construction Phase responsibilities are set forth in Section 3.3. The Owner and Construction Manager may agree, in consultation with the Architect, for the Construction Phase to commence prior to completion of the Preconstruction Phase, in which case, both phases will proceed concurrently. The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.

§ 3.1 Preconstruction Phase

§ 3.1.1 Extent of Responsibility

The Construction Manager shall exercise reasonable care in performing its Preconstruction Services. The Owner and 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 Construction Manager. The Construction Manager, however, does not warrant or guarantee estimates and schedules except as may be included as part of the Guaranteed Maximum Price. The Construction Manager is not required to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Construction Manager shall promptly report to the Architect and Owner any nonconformity discovered by or made known to the Construction Manager as a request for information in such form as the Architect may require.

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

§ 3.1.3 Consultation

§ 3.1.3.1 The Construction Manager shall schedule and conduct meetings with the Architect and Owner to discuss such matters as procedures, progress, coordination, and scheduling of the Work.

§ 3.1.3.2 The Construction Manager shall advise the Owner and Architect on proposed site use and improvements, selection of materials, building systems, and equipment. The Construction Manager shall also provide recommendations to the Owner and Architect, consistent with the Project requirements, on constructability; availability of materials and labor; time requirements for procurement, installation and construction; prefabrication; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions. The Construction Manager shall consult with the Architect regarding professional services to be provided by the Construction Manager during the Construction Phase.

§ 3.1.3.3 The Construction Manager shall assist the Owner and Architect in establishing written protocols for the development, use, transmission, reliance, and exchange of digital data, including building information models for the Project.

§ 3.1.4 Project Schedule

When Project requirements in Section 4.1.1 have been sufficiently identified, the Construction Manager shall prepare and periodically update a Project schedule for the Architect’s review and the Owner’s acceptance. The Construction Manager shall obtain the Architect’s approval for the portion of the Project schedule relating to the performance of the Architect’s services. The Project schedule shall coordinate and integrate the Construction Manager’s services, the Architect’s services, other Owner consultants’ services, and the Owner’s responsibilities; and identify items that affect the Project’s timely completion. The updated Project schedule shall include the following: submission of the Guaranteed Maximum Price proposal; components of the Work; times of commencement and completion required of each Subcontractor; ordering and delivery of products, including those that must be ordered in advance of construction; and the occupancy requirements of the Owner.

§ 3.1.5 Phased Construction

The Construction Manager, in consultation with the Architect, shall provide recommendations with regard to accelerated or fast-track scheduling, procurement, and sequencing for phased construction. The Construction Manager shall take into consideration cost reductions, cost information, constructability, provisions for temporary facilities, and procurement and construction scheduling issues.

§ 3.1.6 Cost Estimates

§ 3.1.6.1 Based on the preliminary design and other design criteria prepared by the Architect, the Construction Manager shall prepare, for the Architect's review and the Owner's approval, preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume, or similar conceptual estimating techniques. If the Architect or Construction Manager suggests alternative materials and systems, the Construction Manager shall provide cost evaluations of those alternative materials and systems.

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

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

§ 3.1.7 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall consult with the Owner and Architect and make recommendations regarding constructability and schedules, for the Architect's review and the Owner's approval.

§ 3.1.8 The Construction Manager shall provide recommendations and information to the Owner and Architect regarding equipment, materials, services, and temporary Project facilities.

§ 3.1.9 The Construction Manager shall provide a staffing plan for Preconstruction Phase services for the Owner's review and approval.

§ 3.1.10[Not used]

§ 3.1.11 Subcontractors and Suppliers

§ 3.1.11.1 If the Owner has provided requirements for subcontractor procurement in section 1.1.14, the Construction Manager shall provide a subcontracting plan, addressing the Owner's requirements, for the Owner's review and approval.

§ 3.1.11.2 The Construction Manager shall develop bidders' interest in the Project.

§ 3.1.11.3 The processes described in Article 9 shall apply if bid packages will be issued during the Preconstruction Phase.

§ 3.1.12 Procurement

The Construction Manager shall prepare, for the Architect's review and the Owner's acceptance, a procurement schedule for items that must be ordered in advance of construction. The Construction Manager shall expedite and coordinate the ordering and delivery of materials that must be ordered in advance of construction. If the Owner agrees to procure any items prior to the establishment of the Guaranteed Maximum Price, the Owner shall procure the items on terms and conditions acceptable to the Construction Manager. Upon the establishment of the Guaranteed Maximum Price, the Owner shall assign all contracts for these items to the Construction Manager and the Construction Manager shall thereafter accept responsibility for them.

§ 3.1.13 Compliance with Laws

The Construction Manager shall comply with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to its performance under this Contract, and with equal employment opportunity programs, and other programs as may be required by governmental and quasi-governmental authorities.

§ 3.1.14 Other Preconstruction Services

Insert a description of any other Preconstruction Phase services to be provided by the Construction Manager, or reference an exhibit attached to this document

(Describe any other Preconstruction Phase services, such as providing cash flow projections, development of a project information management system, early selection or procurement of subcontractors, etc.)

N/A

§ 3.2 Guaranteed Maximum Price Proposal

§ 3.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager, the Construction Manager shall prepare a Guaranteed Maximum Price proposal for the Owner's and Architect's review, and the Owner's acceptance. The Guaranteed Maximum Price in the proposal shall be the sum of the Construction Manager's estimate of the Cost of the Work, the Construction Manager's contingency described in Section 3.2.4, and the Construction Manager's Fee described in Section 6.1.2.

§ 3.2.2 To the extent that the Contract Documents are anticipated to require further development, the Guaranteed Maximum Price includes the costs attributable to such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include changes in scope, systems, kinds and quality of materials, finishes, or equipment, all of which, if required, shall be incorporated by Change Order.

§ 3.2.3 The Construction Manager shall include with the Guaranteed Maximum Price proposal a written statement of its basis, which shall include the following:

- .1 A list of the Drawings and Specifications, including all Addenda thereto, and the Conditions of the Contract;
- .2 A list of the clarifications and assumptions made by the Construction Manager in the preparation of the Guaranteed Maximum Price proposal, including assumptions under Section 3.2.2;
- .3 A statement of the proposed Guaranteed Maximum Price, including a statement of the estimated Cost of the Work organized by trade categories or systems, including allowances; the Construction Manager's contingency set forth in Section 3.2.4; and the Construction Manager's Fee;
- .4 The anticipated date of Substantial Completion upon which the proposed Guaranteed Maximum Price is based; and
- .5 A date by which the Owner must accept the Guaranteed Maximum Price.

§ 3.2.4 In preparing the Construction Manager's Guaranteed Maximum Price proposal, the Construction Manager shall include a contingency for the Construction Manager's exclusive use to cover those costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order.

§ 3.2.5 The Construction Manager shall meet with the Owner and Architect to review the Guaranteed Maximum Price proposal. In the event that the Owner or Architect discover any inconsistencies or inaccuracies in the information presented, they shall promptly notify the Construction Manager, who shall make appropriate adjustments to the Guaranteed Maximum Price proposal, its basis, or both.

§ 3.2.6 If the Owner notifies the Construction Manager that the Owner has accepted the Guaranteed Maximum Price proposal in writing before the date specified in the Guaranteed Maximum Price proposal, the Guaranteed Maximum Price proposal shall be deemed effective without further acceptance from the Construction Manager. Following acceptance of a Guaranteed Maximum Price, the Owner and Construction Manager shall execute the Guaranteed Maximum Price Amendment amending this Agreement, a copy of which the Owner shall provide to the Architect. The Guaranteed Maximum Price Amendment shall set forth the agreed upon Guaranteed Maximum Price with the information and assumptions upon which it is based.

§ 3.2.7 The Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work prior to the execution of the Guaranteed Maximum Price Amendment, unless the Owner provides prior written authorization for such

costs.

§ 3.2.8 The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment. The Owner shall promptly furnish such revised Contract Documents to the Construction Manager. The Construction Manager shall notify the Owner and Architect of any inconsistencies between the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment and the revised Contract Documents.

§ 3.2.9 The Construction Manager shall include in the Guaranteed Maximum Price all sales, consumer, use and similar taxes for the Work provided by the Construction Manager that are legally enacted, whether or not yet effective, at the time the Guaranteed Maximum Price Amendment is executed.

§ 3.3 Construction Phase

§ 3.3.1 General

§ 3.3.1.1 For purposes of Section 8.1.2 of A201–2017, the date of commencement of the Work shall mean the date of commencement of the Construction Phase.

§ 3.3.1.2 The Construction Phase shall commence upon the Owner’s execution of the Guaranteed Maximum Price Amendment or, prior to acceptance of the Guaranteed Maximum Price proposal, by written agreement of the parties. The written agreement shall set forth a description of the Work to be performed by the Construction Manager, and any insurance and bond requirements for Work performed prior to execution of the Guaranteed Maximum Price Amendment.

§ 3.3.2 Administration

§ 3.3.2.1 The Construction Manager shall schedule and conduct meetings to discuss such matters as procedures, progress, coordination, scheduling, and status of the Work. The Construction Manager shall prepare and promptly distribute minutes of the meetings to the Owner and Architect.

§ 3.3.2.2 Upon the execution of the Guaranteed Maximum Price Amendment, the Construction Manager shall prepare and submit to the Owner and Architect a construction schedule for the Work and a submittal schedule in accordance with Section 3.10 of A201–2017.

§ 3.3.2.3 Monthly Report

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

§ 3.3.2.4 Daily Logs

The Construction Manager shall keep, and make available to the Owner and Architect, a daily log containing a record for each day of weather, portions of the Work in progress, number of workers on site, identification of equipment on site, problems that might affect progress of the work, accidents, injuries, and other information required by the Owner.

§ 3.3.2.5 Cost Control

The Construction Manager shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. The Construction Manager shall identify variances between actual and estimated costs and report the variances to the Owner and Architect, and shall provide this information in its monthly reports to the Owner and Architect, in accordance with Section 3.3.2.3 above.

ARTICLE 4 OWNER’S RESPONSIBILITIES

§ 4.1 Information and Services Required of the Owner

§ 4.1.1 The Owner shall provide information with reasonable promptness, regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner’s objectives, constraints, and criteria, including schedule, space requirements and relationships, flexibility and expandability, special equipment, systems, sustainability and site requirements.

§ 4.1.2 Prior to the execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request in

writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. After execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request such information as set forth in A201-2017 Section 2.2.

§ 4.1.3 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Article 7, (2) the Owner's other costs, and (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Construction Manager and Architect. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 4.1.4 Structural and Environmental Tests, Surveys and Reports. During the Preconstruction Phase, the Owner shall furnish the following information or services with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services. The Construction Manager shall be entitled to rely on the accuracy of information and services furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 4.1.4.1 The Owner shall furnish tests, inspections, and reports, required by law and as otherwise agreed to by the parties, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 4.1.4.2 The Owner shall furnish surveys describing 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.

§ 4.1.4.3 The Owner, when such services are requested, 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.

§ 4.1.5 During the Construction Phase, the Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services.

§ 4.1.6 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E234™-2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

§ 4.2 Owner's Designated Representative

The Owner shall identify a representative authorized to act on behalf of the Owner with respect to the Project. The Owner's representative shall render decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or Work of the Construction Manager. Except as otherwise provided in Section 4.2.1 of A201-2017, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 4.2.1 Legal Requirements. 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.

§ 4.3 Architect

The Owner shall retain an Architect to provide services, duties and responsibilities as described in AIA Document B133™-2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition, including any additional services requested by the Construction Manager that are necessary for the Preconstruction and Construction

Phase services under this Agreement. The Owner shall provide the Construction Manager with a copy of the scope of services in the executed agreement between the Owner and the Architect, and any further modifications to the Architect's scope of services in the agreement.

ARTICLE 5 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES

§ 5.1 Compensation

§ 5.1.1 For the Construction Manager's Preconstruction Phase services described in Sections 3.1 and 3.2, the Owner shall compensate the Construction Manager as follows:
(Insert amount of, or basis for, compensation and include a list of reimbursable cost items, as applicable.)

\$5,000.00

§ 5.1.2 The hourly billing rates for Preconstruction Phase services of the Construction Manager and the Construction Manager's Consultants and Subcontractors, if any, are set forth below.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Individual or Position	Rate
Project Executive	\$160 - \$185
Preconstruction Manager	\$160 - \$185
Senior Project Manager	\$125 - \$145
Project Manager	\$110 - \$135
Project Superintendent	\$110 - \$135
Administrative Assistant	\$95 - \$105
Assistant Project Manager	\$95 - \$105
Project Engineer	\$95 - \$105
Cost Estimator	\$125 - \$160
Safety Officer	\$110 - \$135
Schedule Administrator	\$110 - \$135
Quality Control Manager	\$110 - \$135
Hourly rates will incur a 5% increase in January of each forthcoming calendar year.	

§ 5.1.2.1 Hourly billing rates for Preconstruction Phase services include all costs to be paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, and shall remain unchanged unless the parties execute a Modification.

§ 5.1.3 If the Preconstruction Phase services covered by this Agreement have not been completed within eight (7) months of the date of this Agreement, through no fault of the Construction Manager, the Construction Manager's compensation for Preconstruction Phase services shall be equitably adjusted.

§ 5.2 Payments

§ 5.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed.

§ 5.2.2 Payments are due and payable upon presentation of the Construction Manager's invoice. Amounts unpaid forty-five (45) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager.
(Insert rate of monthly or annual interest agreed upon.)

6 %

ARTICLE 6 COMPENSATION FOR CONSTRUCTION PHASE SERVICES

§ 6.1 Contract Sum

§ 6.1.1 The Owner shall pay the Construction Manager the Contract Sum in current funds for the Construction Manager's performance of the Contract after execution of the Guaranteed Maximum Price Amendment. The Contract Sum is the Cost of

the Work as defined in Article 7 plus the Construction Manager's Fee.

§ 6.1.2 The Construction Manager's Fee:

(State a lump sum, percentage of Cost of the Work or other provision for determining the Construction Manager's Fee.)

1.5% of the Cost of the Work

§ 6.1.3 The method of adjustment of the Construction Manager's Fee for changes in the Work:

By change order fixed at 1.5% of change order amount.

§ 6.1.4 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:

N/A

§ 6.1.5 Rental rates for Construction Manager-owned equipment shall not exceed one hundred percent (100 %)
of the standard rental rate paid at the place of the Project.

§ 6.1.6 Liquidated damages, if any:

(Insert terms and conditions for liquidated damages, if any.)

N/A

§ 6.1.7 Other:

(Insert provisions for bonus, cost savings or other incentives, if any, that might result in a change to the Contract Sum.)

N/A

§ 6.2 Guaranteed Maximum Price

The Construction Manager guarantees that the Contract Sum shall not exceed the Guaranteed Maximum Price set forth in the Guaranteed Maximum Price Amendment, subject to additions and deductions by Change Order as provided in the Contract Documents. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Construction Manager without reimbursement by the Owner.

§ 6.3 Changes in the Work

§ 6.3.1 The Owner may, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions. The Owner shall issue such changes in writing. The Construction Manager may be entitled to an equitable adjustment in the Contract Time as a result of changes in the Work.

§ 6.3.1.1 The Architect may order minor changes in the Work as provided in Article 7 of AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 6.3.2 Adjustments to the Guaranteed Maximum Price on account of changes in the Work subsequent to the execution of the Guaranteed Maximum Price Amendment may be determined by any of the methods listed in Article 7 of AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 6.3.3 Adjustments to subcontracts awarded on the basis of a stipulated sum shall be determined in accordance with Article 7 of A201–2017, as they refer to “cost” and “fee,” and not by Articles 6 and 7 of this Agreement. Adjustments to subcontracts awarded with the Owner's prior written consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts.

§ 6.3.4 In calculating adjustments to the Guaranteed Maximum Price, the terms “cost” and “costs” as used in Article 7 of AIA Document A201–2017 shall mean the Cost of the Work as defined in Article 7 of this Agreement and the term “fee” shall mean the Construction Manager's Fee as defined in Section 6.1.2 of this Agreement.

§ 6.3.5 If no specific provision is made in Section 6.1.3 for adjustment of the Construction Manager's Fee in the case of changes in the Work, or if the extent of such changes is such, in the aggregate, that application of the adjustment provisions of Section 6.1.3 will cause substantial inequity to the Owner or Construction Manager, the Construction Manager's Fee shall be equitably adjusted on the same basis that was used to establish the Fee for the original Work, and the Guaranteed Maximum Price shall be adjusted accordingly.

ARTICLE 7 COST OF THE WORK FOR CONSTRUCTION PHASE

§ 7.1 Costs to Be Reimbursed

§ 7.1.1 The term Cost of the Work shall mean costs necessarily incurred by the Construction Manager in the proper performance of the Work. The Cost of the Work shall include only the items set forth in Sections 7.1 through 7.7.

§ 7.1.2 Where, pursuant to the Contract Documents, any cost is subject to the Owner's prior approval, the Construction Manager shall obtain such approval in writing prior to incurring the cost.

§ 7.1.3 Costs shall be at rates not higher than the standard rates paid at the place of the Project, except with prior approval of the Owner.

§ 7.2 Labor Costs

§ 7.2.1 Wages or salaries of construction workers directly employed by the Construction Manager to perform the construction of the Work at the site or, with the Owner's prior approval, at off-site workshops.

§ 7.2.2 Wages or salaries of the Construction Manager's supervisory and administrative personnel when stationed at the site and performing Work, with the Owner's prior approval.

§ 7.2.2.1 Wages or salaries of the Construction Manager's supervisory and administrative personnel when performing Work and stationed at a location other than the site, but only for that portion of time required for the Work, and limited to the personnel and activities listed below:

(Identify the personnel, type of activity and, if applicable, any agreed upon percentage of time to be devoted to the Work.)

Project Executive
Preconstruction Manager
Senior Project Manager
Project Manager
Project Superintendent
Assistant Superintendent
Administrative Assistant
Assistant Project Manager
Project Engineer
Scheduler
Cost Estimator
Safety Officer
Schedule Administrator
Quality Control Manager

§ 7.2.3 Wages and salaries of the Construction Manager's supervisory or administrative personnel engaged at factories, workshops or while traveling, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

§ 7.2.4 Costs paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Sections 7.2.1 through 7.2.3.

§ 7.2.5 If agreed rates for labor costs, in lieu of actual costs, are provided in this Agreement, the rates shall remain unchanged throughout the duration of this Agreement, unless the parties execute a Modification.

§ 7.3 Subcontract Costs

Payments made by the Construction Manager to Subcontractors in accordance with the requirements of the subcontracts and this Agreement.

§ 7.4 Costs of Materials and Equipment Incorporated in the Completed Construction

§ 7.4.1 Costs, including transportation and storage at the site, of materials and equipment incorporated, or to be incorporated, in the completed construction.

§ 7.4.2 Costs of materials described in the preceding Section 7.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Construction Manager. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

§ 7.5 Costs of Other Materials and Equipment, Temporary Facilities and Related Items

§ 7.5.1 Costs of transportation, storage, installation, dismantling, maintenance, and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment, and tools, that are not fully consumed, shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Construction Manager shall mean fair market value.

§ 7.5.2 Rental charges for temporary facilities, machinery, equipment, and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site, and the costs of transportation, installation, dismantling, minor repairs, and removal of such temporary facilities, machinery, equipment, and hand tools. Rates and quantities of equipment owned by the Construction Manager, or a related party as defined in Section 7.8, shall be subject to the Owner's prior approval. The total rental cost of any such equipment may not exceed the purchase price of any comparable item.

§ 7.5.3 Costs of removal of debris from the site of the Work and its proper and legal disposal.

§ 7.5.4 Costs of the Construction Manager's site office, including general office equipment and supplies.

§ 7.5.5 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, subject to the Owner's prior approval.

§ 7.6 Miscellaneous Costs

§ 7.6.1 Premiums for that portion of insurance and bonds required by the Contract Documents that can be directly attributed to this Contract.

§ 7.6.1.1 Costs for self-insurance, for either full or partial amounts of the coverages required by the Contract Documents, with the Owner's prior approval.

§ 7.6.1.2 Costs for insurance through a captive insurer owned or controlled by the Construction Manager, with the Owner's prior approval.

§ 7.6.2 Sales, use, or similar taxes, imposed by a governmental authority, that are related to the Work and for which the Construction Manager is liable.

§ 7.6.3 Fees and assessments for the building permit, and for other permits, licenses, and inspections, for which the Construction Manager is required by the Contract Documents to pay.

§ 7.6.4 Fees of laboratories for tests required by the Contract Documents; except those related to defective or nonconforming

Work for which reimbursement is excluded under Article 13 of AIA Document A201–2017 or by other provisions of the Contract Documents, and which do not fall within the scope of Section 7.7.3.

§ 7.6.5 Royalties and license fees paid for the use of a particular design, process, or product, required by the Contract Documents.

§ 7.6.5.1 The cost of defending suits or claims for infringement of patent rights arising from requirements of the Contract Documents, payments made in accordance with legal judgments against the Construction Manager resulting from such suits or claims, and payments of settlements made with the Owner's consent, unless the Construction Manager had reason to believe that the required design, process, or product was an infringement of a copyright or a patent, and the Construction Manager failed to promptly furnish such information to the Architect as required by Article 3 of AIA Document A201–2017. The costs of legal defenses, judgments, and settlements shall not be included in the Cost of the Work used to calculate the Construction Manager's Fee or subject to the Guaranteed Maximum Price.

§ 7.6.6 Costs for communications services, electronic equipment, and software, directly related to the Work and located at the site, with the Owner's prior approval.

§ 7.6.7 Costs of document reproductions and delivery charges.

§ 7.6.8 Deposits lost for causes other than the Construction Manager's negligence or failure to fulfill a specific responsibility in the Contract Documents.

§ 7.6.9 Legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between the Owner and Construction Manager, reasonably incurred by the Construction Manager after the execution of this Agreement in the performance of the Work and with the Owner's prior approval, which shall not be unreasonably withheld.

§ 7.6.10 Expenses incurred in accordance with the Construction Manager's standard written personnel policy for relocation and temporary living allowances of the Construction Manager's personnel required for the Work, with the Owner's prior approval.

§ 7.6.11 That portion of the reasonable expenses of the Construction Manager's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work.

§ 7.7 Other Costs and Emergencies

§ 7.7.1 Other costs incurred in the performance of the Work, with the Owner's prior approval.

§ 7.7.2 Costs incurred in taking action to prevent threatened damage, injury, or loss, in case of an emergency affecting the safety of persons and property, as provided in Article 10 of AIA Document A201–2017.

§ 7.7.3 Costs of repairing or correcting damaged or nonconforming Work executed by the Construction Manager, Subcontractors, or suppliers, provided that such damaged or nonconforming Work was not caused by the negligence of, or failure to fulfill a specific responsibility by, the Construction Manager, and only to the extent that the cost of repair or correction is not recovered by the Construction Manager from insurance, sureties, Subcontractors, suppliers, or others.

§ 7.7.4 The costs described in Sections 7.1 through 7.7 shall be included in the Cost of the Work, notwithstanding any provision of AIA Document A201–2017 or other Conditions of the Contract which may require the Construction Manager to pay such costs, unless such costs are excluded by the provisions of Section 7.9.

§ 7.8 Related Party Transactions

§ 7.8.1 For purposes of this Section 7.8, the term "related party" shall mean (1) a parent, subsidiary, affiliate, or other entity having common ownership of, or sharing common management with, the Construction Manager; (2) any entity in which any stockholder in, or management employee of, the Construction Manager holds an equity interest in excess of ten percent in the aggregate; (3) any entity which has the right to control the business or affairs of the Construction Manager; or (4) any person, or any member of the immediate family of any person, who has the right to control the business or affairs of the Construction Manager.

§ 7.8.2 If any of the costs to be reimbursed arise from a transaction between the Construction Manager and a related party, the Construction Manager shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction in writing, then the cost incurred shall be included as a cost to be reimbursed, and the Construction Manager shall procure the Work, equipment, goods, or service, from the related party, as a Subcontractor, according to the terms of Article 9. If the Owner fails to authorize the transaction in writing, the Construction Manager shall procure the Work, equipment, goods, or service from some person or entity other than a related party according to the terms of Article 9.

§ 7.9 Costs Not To Be Reimbursed

§ 7.9.1 The Cost of the Work shall not include the items listed below:

- .1 Salaries and other compensation of the Construction Manager's personnel stationed at the Construction Manager's principal office or offices other than the site office, except as specifically provided in Section 7.2, or as may be provided in Article 14;
- .2 Bonuses, profit sharing, incentive compensation, and any other discretionary payments, paid to anyone hired by the Construction Manager or paid to any Subcontractor or vendor, unless the Owner has provided prior approval;
- .3 Expenses of the Construction Manager's principal office and offices other than the site office;
- .4 Overhead and general expenses, except as may be expressly included in Sections 7.1 to 7.7;
- .5 The Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Work;
- .6 Except as provided in Section 7.7.3 of this Agreement, costs due to the negligence of, or failure to fulfill a specific responsibility of the Contract by, the Construction Manager, Subcontractors, and suppliers, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable;
- .7 Any cost not specifically and expressly described in Sections 7.1 to 7.7;
- .8 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded; and
- .9 Costs for services incurred during the Preconstruction Phase.

ARTICLE 8 DISCOUNTS, REBATES, AND REFUNDS

§ 8.1 Cash discounts obtained on payments made by the Construction Manager shall accrue to the Owner if (1) before making the payment, the Construction Manager included the amount to be paid, less such discount, in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Construction Manager with which to make payments; otherwise, cash discounts shall accrue to the Construction Manager. Trade discounts, rebates, refunds, and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Construction Manager shall make provisions so that they can be obtained.

§ 8.2 Amounts that accrue to the Owner in accordance with the provisions of Section 8.1 shall be credited to the Owner as a deduction from the Cost of the Work.

ARTICLE 9 SUBCONTRACTS AND OTHER AGREEMENTS

§ 9.1 Those portions of the Work that the Construction Manager does not customarily perform with the Construction Manager's own personnel shall be performed under subcontracts or other appropriate agreements with the Construction Manager. In accordance with Minn. Stat. § 471.463, Subd. 5, the Construction Manager shall competitively bid all trade work for the Project from a list of qualified firms. The Owner may designate specific persons from whom, or entities from which, the Construction Manager shall obtain bids. The Construction Manager shall obtain bids from Subcontractors, and from suppliers of materials or equipment fabricated especially for the Work, who are qualified to perform that portion of the Work in accordance with the requirements of the Contract Documents. The Construction Manager shall deliver such bids to the Architect and Owner with an indication as to which bids the Construction Manager intends to accept. The Owner then has the right to review the Construction Manager's list of proposed subcontractors and suppliers in consultation with the Architect and, subject to Section 9.1.1, to object to any subcontractor or supplier. Any advice of the Architect, or approval or objection by the Owner, shall not relieve the Construction Manager of its responsibility to perform the Work in accordance with the Contract Documents. The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has reasonable objection.

§ 9.1.1 When a specific subcontractor or supplier (1) is recommended to the Owner by the Construction Manager; (2) is qualified to perform that portion of the Work; and (3) has submitted a bid that conforms to the requirements of the Contract Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Construction Manager may require that a Change Order be issued to adjust the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Construction Manager and the amount of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

§ 9.2 Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement, and shall not be awarded on the basis of cost plus a fee without the Owner's prior written approval. If a subcontract is awarded on the basis of cost plus a fee, the Construction Manager shall provide in the subcontract for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Construction Manager in Article 10.

ARTICLE 10 ACCOUNTING RECORDS

The Construction Manager shall keep full and detailed records and accounts related to the Cost of the Work, and exercise such controls, as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Construction Manager's records and accounts, including complete documentation supporting accounting entries, books, job cost reports, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, Subcontractor's invoices, purchase orders, vouchers, memoranda, and other data relating to this Contract. The Construction Manager shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law.

ARTICLE 11 PAYMENTS FOR CONSTRUCTION PHASE SERVICES

§ 11.1 Progress Payments

§ 11.1.1 Based upon Applications for Payment submitted to the Architect by the Construction Manager, and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum, to the Construction Manager, as provided below and elsewhere in the Contract Documents.

§ 11.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

N/A

§ 11.1.3 Provided that an Application for Payment is received by the Architect not later than the first day of a month, the Owner shall make payment of the amount certified to the Construction Manager not later than the last day of the same month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than thirty (30) days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 11.1.4 With each Application for Payment, the Construction Manager shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner or Architect to demonstrate that payments already made by the Construction Manager on account of the Cost of the Work equal or exceed progress payments already received by the Construction Manager, plus payrolls for the period covered by the present Application for Payment, less that portion of the progress payments attributable to the Construction Manager's Fee.

§ 11.1.5 Each Application for Payment shall be based on the most recent schedule of values submitted by the Construction Manager in accordance with the Contract Documents. The schedule of values shall allocate the entire Guaranteed Maximum Price among: (1) the various portions of the Work; (2) any contingency for costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order; and (3) the Construction Manager's Fee.

§ 11.1.5.1 The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. The schedule of values shall be used as a basis for reviewing the Construction Manager's Applications

for Payment.

§ 11.1.5.2 The allocation of the Guaranteed Maximum Price under this Section 11.1.5 shall not constitute a separate guaranteed maximum price for the Cost of the Work of each individual line item in the schedule of values.

§ 11.1.5.3 When the Construction Manager allocates costs from a contingency to another line item in the schedule of values, the Construction Manager shall submit supporting documentation to the Architect.

§ 11.1.6 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed, or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Construction Manager on account of that portion of the Work and for which the Construction Manager has made payment or intends to make payment prior to the next Application for Payment, by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

§ 11.1.7 In accordance with AIA Document A201–2017 and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 11.1.7.1 The amount of each progress payment shall first include:

- .1 That portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the most recent schedule of values;
- .2 That portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction or, if approved in writing in advance by the Owner, suitably stored off the site at a location agreed upon in writing;
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect’s professional judgment, to be reasonably justified; and
- .4 The Construction Manager’s Fee, computed upon the Cost of the Work described in the preceding Sections 11.1.7.1.1 and 11.1.7.1.2 at the rate stated in Section 6.1.2 or, if the Construction Manager’s Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work included in Sections 11.1.7.1.1 and 11.1.7.1.2 bears to a reasonable estimate of the probable Cost of the Work upon its completion.

§ 11.1.7.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- .3 Any amount for which the Construction Manager does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Construction Manager intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017;
- .5 The shortfall, if any, indicated by the Construction Manager in the documentation required by Section 11.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner’s auditors in such documentation; and
- .6 Retainage withheld pursuant to Section 11.1.8.

§ 11.1.8 Retainage

§ 11.1.8.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

5%

§ 11.1.8.1.1 The following items are not subject to retainage:

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

N/A

§ 11.1.8.2 Reduction or limitation of retainage, if any, shall be as follows:

(If the retainage established in Section 11.1.8.1 is to be modified prior to Substantial Completion of the entire Work, insert provisions for such modification.)

N/A

§ 11.1.8.3 Except as set forth in this Section 11.1.8.3, upon Substantial Completion of the Work, the Construction Manager may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 11.1.8. The Application for Payment submitted at Substantial Completion shall not include retainage as follows: *(Insert any other conditions for release of retainage, such as upon completion of the Owner's audit and reconciliation, upon Substantial Completion.)*

N/A

§ 11.1.9 If final completion of the Work is materially delayed through no fault of the Construction Manager, the Owner shall pay the Construction Manager any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 11.1.10 Except with the Owner's prior written approval, the Construction Manager shall not make advance payments to suppliers for materials or equipment which have not been delivered and suitably stored at the site.

§ 11.1.11 The Owner and the Construction Manager shall agree upon a mutually acceptable procedure for review and approval of payments to Subcontractors, and the percentage of retainage held on Subcontracts, and the Construction Manager shall execute subcontracts in accordance with those agreements.

§ 11.1.12 In taking action on the Construction Manager's Applications for Payment the Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Construction Manager, and such action shall not be deemed to be a representation that (1) the Architect has made a detailed examination, audit, or arithmetic verification, of the documentation submitted in accordance with Section 11.1.4 or other supporting data; (2) that the Architect has made exhaustive or continuous on-site inspections; or (3) that the Architect has made examinations to ascertain how or for what purposes the Construction Manager has used amounts previously paid on account of the Contract. Such examinations, audits, and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§ 11.2 Final Payment

§ 11.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Construction Manager when

- .1 the Construction Manager has fully performed the Contract, except for the Construction Manager's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 the Construction Manager has submitted a final accounting for the Cost of the Work and a final Application for Payment; and
- .3 a final Certificate for Payment has been issued by the Architect in accordance with Section 11.2.2.2.

§ 11.2.2 Within 30 days of the Owner's receipt of the Construction Manager's final accounting for the Cost of the Work, the Owner shall conduct an audit of the Cost of the Work or notify the Architect that it will not conduct an audit.

§ 11.2.2.1 If the Owner conducts an audit of the Cost of the Work, the Owner shall, within 10 days after completion of the audit, submit a written report based upon the auditors' findings to the Architect.

§ 11.2.2.2 Within seven days after receipt of the written report described in Section 11.2.2.1, or receipt of notice that the Owner

will not conduct an audit, and provided that the other conditions of Section 11.2.1 have been met, the Architect will either issue to the Owner a final Certificate for Payment with a copy to the Construction Manager, or notify the Construction Manager and Owner in writing of the Architect's reasons for withholding a certificate as provided in Article 9 of AIA Document A201–2017. The time periods stated in this Section 11.2.2 supersede those stated in Article 9 of AIA Document A201–2017. The Architect is not responsible for verifying the accuracy of the Construction Manager's final accounting.

§ 11.2.2.3 If the Owner's auditors' report concludes that the Cost of the Work, as substantiated by the Construction Manager's final accounting, is less than claimed by the Construction Manager, the Construction Manager shall be entitled to request mediation of the disputed amount without seeking an initial decision pursuant to Article 15 of AIA Document A201–2017. A request for mediation shall be made by the Construction Manager within 30 days after the Construction Manager's receipt of a copy of the Architect's final Certificate for Payment. Failure to request mediation within this 30-day period shall result in the substantiated amount reported by the Owner's auditors becoming binding on the Construction Manager. Pending a final resolution of the disputed amount, the Owner shall pay the Construction Manager the amount certified in the Architect's final Certificate for Payment.

§ 11.2.3 The Owner's final payment to the Construction Manager shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment.

§ 11.2.4 If, subsequent to final payment, and at the Owner's request, the Construction Manager incurs costs, described in Sections 7.1 through 7.7, and not excluded by Section 7.9, to correct defective or nonconforming Work, the Owner shall reimburse the Construction Manager for such costs, and the Construction Manager's Fee applicable thereto, on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price. If adjustments to the Contract Sum are provided for in Section 6.1.7, the amount of those adjustments shall be recalculated, taking into account any reimbursements made pursuant to this Section 11.2.4 in determining the net amount to be paid by the Owner to the Construction Manager.

§ 11.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

N/A

ARTICLE 12 DISPUTE RESOLUTION

§ 12.1 Initial Decision Maker

§ 12.1.1 Any Claim between the Owner and Construction Manager shall be resolved in accordance with the provisions set forth in this Article 12 and Article 15 of A201–2017. However, for Claims arising from or relating to the Construction Manager's Preconstruction Phase services, no decision by the Initial Decision Maker shall be required as a condition precedent to mediation or binding dispute resolution, and Section 12.1.2 of this Agreement shall not apply.

§ 12.1.2 The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017 for Claims arising from or relating to the Construction Manager's Construction Phase services, unless the parties appoint below another individual, not a party to the Agreement, to serve as the Initial Decision Maker.

§ 12.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

- ☐ Arbitration pursuant to Article 15 of AIA Document A201–2017
- ☒ Litigation in a court of competent jurisdiction
- ☐ Other: *(Specify)*

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

ARTICLE 13 TERMINATION OR SUSPENSION

§ 13.1 Termination Prior to Execution of the Guaranteed Maximum Price Amendment

§ 13.1.1 If the Owner and the Construction Manager do not reach an agreement on the Guaranteed Maximum Price, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner.

§ 13.1.2 In the event of termination of this Agreement pursuant to Section 13.1.1, the Construction Manager shall be compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination, in accordance with the terms of this Agreement. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 5.1.

§ 13.1.3 Prior to the execution of the Guaranteed Maximum Price Amendment, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager for the Owner's convenience and without cause, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner, for the reasons set forth in Article 14 of A201–2017.

§ 13.1.4 In the event of termination of this Agreement pursuant to Section 13.1.3, the Construction Manager shall be equitably compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 5.1.

§ 13.1.5 If the Owner terminates the Contract pursuant to Section 13.1.3 after the commencement of the Construction Phase but prior to the execution of the Guaranteed Maximum Price Amendment, the Owner shall pay to the Construction Manager an amount calculated as follows, which amount shall be in addition to any compensation paid to the Construction Manager under Section 13.1.4:

- .1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;
- .2 Add the Construction Manager's Fee computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion; and
- .3 Subtract the aggregate of previous payments made by the Owner for Construction Phase services.

§ 13.1.6 The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.1.5.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders. All Subcontracts, purchase orders and rental agreements entered into by the Construction Manager will contain provisions allowing for assignment to the Owner as described above.

§ 13.1.6.1 If the Owner accepts assignment of subcontracts, purchase orders or rental agreements as described above, the Owner will reimburse or indemnify the Construction Manager for all costs arising under the subcontract, purchase order or rental agreement, if those costs would have been reimbursable as Cost of the Work if the contract had not been terminated. If the Owner chooses not to accept assignment of any subcontract, purchase order or rental agreement that would have constituted a Cost of the Work had this agreement not been terminated, the Construction Manager will terminate the subcontract, purchase order or rental agreement and the Owner will pay the Construction Manager the costs necessarily incurred by the Construction Manager because of such termination.

§ 13.2 Termination or Suspension Following Execution of the Guaranteed Maximum Price Amendment

§ 13.2.1 Termination

The Contract may be terminated by the Owner or the Construction Manager as provided in Article 14 of AIA Document A201–2017.

§ 13.2.2 Termination by the Owner for Cause

§ 13.2.2.1 If the Owner terminates the Contract for cause as provided in Article 14 of AIA Document A201–2017, the amount, if any, to be paid to the Construction Manager under Article 14 of AIA Document A201–2017 shall not cause the Guaranteed Maximum Price to be exceeded, nor shall it exceed an amount calculated as follows:

- .1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;
- .2 Add the Construction Manager's Fee, computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract the costs and damages incurred, or to be incurred, by the Owner under Article 14 of AIA Document A201–2017.

§ 13.2.2.2 The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.2.2.1.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders.

§ 13.2.3 Termination by the Owner for Convenience

If the Owner terminates the Contract for convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Construction Manager a termination fee as agreed between the Owner and Construction Manager.

§ 13.3 Suspension

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017; in such case, the Guaranteed Maximum Price and Contract Time shall be increased as provided in Article 14 of AIA Document A201–2017, except that the term "profit" shall be understood to mean the Construction Manager's Fee as described in Sections 6.1 and 6.3.5 of this Agreement.

ARTICLE 14 MISCELLANEOUS PROVISIONS

§ 14.1 Terms in this Agreement shall have the same meaning as those in A201–2017. Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 14.2 Successors and Assigns

§ 14.2.1 The Owner and Construction Manager, respectively, bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 14.2.2 of this Agreement, and in Section 13.2.2 of A201–2017, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 14.2.2 The Owner may, without consent of the Construction Manager, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Construction Manager shall execute all consents reasonably required to facilitate the assignment.

§ 14.3 Insurance and Bonds

§ 14.3.1 Preconstruction Phase

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

§ 14.3.1.1 Commercial General Liability with policy limits of not less than one million and no/100 dollars (\$ 1,000,000.00) for each occurrence and two million and no/100 dollars (\$ 2,000,000.00) in the aggregate for bodily injury and property damage.

§ 14.3.1.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Construction Manager with policy limits of not less than one million and no/100 dollars (\$ 1,000,000.00) 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.

§ 14.3.1.3 The Construction Manager may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided that such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 14.3.1.1 and 14.3.1.2, 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.

§ 14.3.1.4 Workers' Compensation at statutory limits and Employers Liability with policy limits not less than one million and no/100 dollars (\$ 1,000,000.00) each accident, one million and no/100 dollars (\$ 1,000,000.00) each employee, and one million and no/100 dollars (\$ 1,000,000.00) policy limit.

§ 14.3.1.5 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than one million and no/100 dollars (\$ 1,000,000.00) per claim and one million and no/100 dollars (\$ 1,000,000.00) in the aggregate.

§ 14.3.1.6 Other Insurance

(List below any other insurance coverage to be provided by the Construction Manager and any applicable limits.)

Coverage	Limits
N/A	

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

§ 14.3.1.8 The Construction Manager shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 14.3.1.

§ 14.3.2 Construction Phase

After execution of the Guaranteed Maximum Price Amendment, the Owner and the Construction Manager shall purchase and maintain insurance as set forth in AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, Exhibit B, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 14.3.2.1 The Construction Manager shall provide bonds as set forth in AIA Document A133™–2019 Exhibit B, and elsewhere in the Contract Documents.

§ 14.4 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with a

building information modeling exhibit, if completed, or as otherwise set forth below:

§ 14.5 Other provisions:

§ 14.5.1 Non-Discrimination. Construction Manager shall ensure that no person shall on the grounds of race, color, religions, sex, sexual orientation, gender identity, handicap, familial status, or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any scope of work carried out by Construction Manager or any Subcontractors of any tier. The Construction Manager agrees to be bound by the provisions of Minnesota Statutes, Section 181.59, that prohibits certain discriminatory practices and the terms of said section are incorporated into this Agreement.

§ 14.5.2 Affirmative Action. Owner's Affirmative Action Plan shall be made available to the Construction Manager. The Construction Manager must comply with the Owner's Affirmative Action requirements and procedures. The Construction Manager shall furnish an affirmative action plan information and/or reports if requested by the Owner. The Construction Manager's furnishing of the information and a plan in compliance with this paragraph is a condition precedent to the Construction Manager's right to receive payment for its Work.

§ 14.5.3 The Construction Manager, its Subcontractors and the Owner must comply with the Minnesota Government Data Practices Act ("MGDPA"), Minnesota Statutes, Ch. 13, as it applies to all data provided by the Owner in accordance with this Contract and as it applies to all data, created, collected, received, stored, used, maintained, or disseminate by the Construction Manager in accordance with this Contract. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data referred to in this clause by the Construction Manager, its Subcontractors or the Owner. In the event the Construction Manager or its Subcontractors receive a request to release the data referred to in this clause, the Construction Manager must immediately notify the Owner. The Owner will give the Construction Manager instructions concerning the release of the data to the requesting party before the data is released.

§ 14.5.4 Pursuant to Minn. Stat., § 16C.05, subd. 5, Construction Manager agrees that the books, records, documents and accounting procedures and practices of Construction Manager, that are relevant to the Contract Documents or transaction, are subject to examination by the Owner, the Owner's auditor, and the state auditor for a minimum of six (6) years. Construction Manager shall maintain such records for a minimum of six (6) years after final payment.

§ 14.5.5 Electronic Signatures and Records. Construction Manager and Owner agree that an electronic signature or an electronic record of a signature shall be as enforceable as an original signature page and will not be denied legal effect. This electronic signature provision will survive termination of this Agreement and applies to this Agreement and all documents generated in connection with this Agreement. »

ARTICLE 15 SCOPE OF THE AGREEMENT

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

§ 15.2 The following documents comprise the Agreement:

- .1 AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price
- .2 AIA Document A133™–2019, Exhibit A, Guaranteed Maximum Price Amendment, if executed
- .3 AIA Document A133™–2019, Exhibit B, Insurance and Bonds
- .4 AIA Document A201™–2017, General Conditions of the Contract for Construction
- .7 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201–2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Construction Manager's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

See Construction Manager's Proposal and RFP on file with Owner

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

OWNER (Signature)

(Printed name and title)

CONSTRUCTION MANAGER (Signature)

(Printed name and title)



Request for Action

To
City Council

Item Number
8.6

Meeting Date
September 15, 2025

Prepared By
Lori Stich, Finance Manager

Item Description
Set Budget Meeting Date and Adopt Resolution 25-50 Preliminary 2026 Tax Levy

Reviewed by
Joe Stremcha
Cal Portner
Tina Allard

Action Requested

- Set, by motion, the budget meeting for 6:30 p.m., December 1, 2025, when public comment will be taken.
- Adopt, by motion, Resolution 25-50 authorizing the preliminary property tax levy for collection in 2026.

Background/Discussion

The Council must approve the preliminary tax levy for certification to the county auditor by September 30, 2025. The levy resolution will be developed during the Budget Work Session at 4:00 p.m. prior to the Regular Meeting.

The Preliminary Net Tax Capacity (NTC) values have not yet been provided by Sherburne County.

The preliminary tax levy is the maximum levy amount and will be used to formulate the truth in taxation notices that will be sent out by the county later this fall. The city's final adopted levy can be less but cannot exceed the preliminary levy amount.

Staff will continue to review and evaluate opportunities for reductions based on additional information received over the next several months to finalize the budget for adoption on December 1, 2025.

Financial Impact
N/A

Mission/Policy/Goal
Responsibly grow - good stewards.

Attachments
I. 2026 Preliminary Levy Resolution
The Elk River Vision

A welcoming community with revolutionary and spirited resourcefulness, exceptional service, and community engagement that encourages and inspires prosperity

2. 2026 Tax Levy
3. 2026 Preliminary Levy Presentation
4. 2026 Tax Impacts Presentation



**City of Elk River
City Council**

Resolution 25-_____

**A Resolution of the City Council of the City of Elk River Adopting the
Preliminary Property Tax Levy for Taxes Payable in 2026**

WHEREAS, the Elk River City Council is required to establish a preliminary tax levy for taxes payable in 2026 by September 30, 2025, and certify the preliminary tax levy to the Sherburne County Auditor;

WHEREAS, the Elk River City Council has reviewed the City's anticipated expenditures for all funds in 2026;

WHEREAS, the Elk River City Council has considered projected revenues for all funds in 2026;

WHEREAS, revenues from sources other than property taxes are not sufficient to meet anticipated expenditures of all funds;

WHEREAS, debt levies have been adjusted or cancelled based on revenue collections and projections.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Elk River, Minnesota, as follows: The following amounts are the maximum to be levied as property taxes payable in 2026:

	Levy
General Fund	\$16,864,450
Library	84,550
2020A GO CIP Bond	600,046
2021A GO CIP/Equipment Bond	387,823
Economic Development Tax Abatement	160,205
Total Tax Levy	\$18,097,074

Passed and adopted this 15th day of September, 2025.

John J. Dietz, Mayor

ATTEST:

Tina Allard, City Clerk



2026 PRELIMINARY TAX LEVY

Tax Levy	Levied Pay 2023	Levied Pay 2024	Levied Pay 2025	Preliminary Pay 2026
General Fund	\$13,893,000	\$14,917,700	\$15,626,050	\$16,864,450
Library	75,000	79,000	79,000	84,550
General Property Tax Levy	\$13,968,000	\$14,996,700	\$15,705,050	\$16,949,000
<u>Special Levies:</u>				
Debt Service -				
2010A PS Building	-			-
2020A - PS Building Expansion	606,346	608,709	604,771	600,046
2020B Refunding - PW Building	-	-	-	-
2021A - Fire Station 3/Equip.	389,135	392,023	394,123	387,823
Economic Development Tax Abatement	131,475	139,900	140,239	160,205
Government Building Reserve	-			-
Total Levy	\$15,094,956	\$16,137,332	\$16,844,183	\$18,097,074
General Fund Change from Previous Year	\$783,700	\$1,024,700	\$708,350	\$1,238,400
Percentage Change from Previous Year	6.0%	7.4%	4.7%	7.9%
Total Dollar Change from Previous Year	\$1,209,256	\$1,042,376	\$706,851	\$1,252,891
% Change	8.7%	6.9%	4.4%	7.4%

*2026 amount \$421,780

*2025 added Beaudry

NTC Value	\$38,101,440	\$42,584,195	\$43,298,194	\$43,298,194
Tax Rate	39.618%	37.895%	38.903%	41.796%
% Increase in NTC	20.6%	11.8%	1.7%	0.0%

2026 PRELIMINARY TAX LEVY

Tax Levy	Levied Pay 2023	Levied Pay 2024	Levied Pay 2025	Preliminary Pay 2026
General Fund	\$13,893,000	\$14,917,700	\$15,626,050	\$16,864,450
Library	75,000	79,000	79,000	84,550
General Property Tax Levy	\$13,968,000	\$14,996,700	\$15,705,050	\$16,949,000
<u>Special Levies:</u>				
Debt Service -				
2010A PS Building	-	-	-	-
2020A - PS Building Expansion	606,346	608,709	604,771	600,046
2020B Refunding - PW Building	-	-	-	-
2021A - Fire Station 3/Equip.	389,135	392,023	394,123	387,823
Economic Development Tax Abatement	131,475	139,900	140,239	160,205
Government Building Reserve	-	-	-	-
Total Levy	\$15,094,956	\$16,137,332	\$16,844,183	\$18,097,074
General Fund Change from Previous Year	\$783,700	\$1,024,700	\$708,350	\$1,238,400
Percentage Change from Previous Year	6.0%	7.4%	4.7%	7.9%
Total Dollar Change from Previous Year	\$1,209,256	\$1,042,376	\$706,851	\$1,252,891
% Change	8.7%	6.9%	4.4%	7.4%

NTC Value	\$38,022,099	\$42,671,578	\$42,617,070	\$44,840,029
Tax Rate	39.700%	37.818%	39.524%	40.359%

% Increase in NTC	20.4%	12.2%	-0.1%	5.2%
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**CITY OF ELK RIVER
ESTIMATED TAX IMPACT**

Residential (Homestead): With Valuation Change Impact

Estimated Property Value		Value Change	Market Value Exclusion		Tax Capacity Value		Estimated City Tax Tax Capacity Rate		Dollar change	Percent change
2025	2026		2025	2026	2025	2026	39.524%	40.359%		
\$296,500	\$296,600	0.0%	\$10,555	\$10,546	\$2,859	\$2,861	\$1,130	\$1,154	\$24	2.1%
\$344,200	\$344,500	0.1%	\$6,262	\$15,545	\$3,379	\$3,290	\$1,336	\$1,328	(\$8)	-0.6%
\$346,800	\$349,900	0.9%	\$6,028	\$15,059	\$3,408	\$3,348	\$1,347	\$1,351	\$4	0.3%
\$388,900	\$394,500	1.4%	\$2,239	\$11,045	\$3,867	\$3,835	\$1,528	\$1,548	\$20	1.3%
\$469,500	\$473,200	0.8%	\$0	\$3,962	\$4,695	\$4,692	\$1,856	\$1,894	\$38	2.0%
\$571,100	\$571,300	0.0%	\$0	\$0	\$5,711	\$5,713	\$2,257	\$2,306	\$49	2.2%
\$606,300	\$615,800	1.6%	\$0	\$0	\$6,063	\$6,158	\$2,396	\$2,485	\$89	3.7%
\$358,100	\$358,100	0.0%	\$5,011	\$14,321	\$3,531	\$3,438	\$1,396	\$1,387	(\$9)	-0.6%

**** Median Value Home**

* As property value increases, the market value exclusion is phased out at \$517,200 & over. (This is an increase from \$413,800 & over in 2024.)

Commercial/Industrial:

Estimated Property Value		Value Change	Tax Capacity Value		Estimated City Tax Tax Capacity Rate		Dollar change	Percent change
2025	2026		2025	2026	39.524%	40.359%		
\$2,130,000	\$2,355,200	10.6%	\$41,850	\$46,354	\$16,541	\$18,708	\$2,167	13.1%
\$3,531,900	\$3,896,300	10.3%	\$69,888	\$77,176	\$27,623	\$31,147	\$3,524	12.8%
\$5,054,400	\$5,426,200	7.4%	\$100,338	\$107,774	\$39,658	\$43,497	\$3,839	9.7%
\$1,555,900	\$1,688,200	8.5%	\$30,368	\$33,014	\$12,003	\$13,324	\$1,321	11.0%
\$2,500,000	\$2,500,000	0.0%	\$49,250	\$49,250	\$19,466	\$19,877	\$411	2.1%



Request for Action

To
City Council

Item Number
8.7

Meeting Date
September 15, 2025

Prepared By
Joshua Mollan, Economic Development Specialist

Item Description
EDA Resolution 25-51 and HRA Resolution 25-52 -
2026 Budget and Tax Levy

Reviewed by
Brent O'Neil
Cal Portner
Tina Allard

Action Requested

1. Adopt, by motion, Resolution 25-51 establishing the EDA tax levy of \$429,850 for collection in 2026.
2. Adopt, by motion, Resolution 25-52 establishing the HRA tax levy of \$469,450 for collection in 2026.

Background/Discussion

The EDA and HRA are required to submit their budgets and recommended levies to the City Council annually.

The EDA finalized its budget on August 18, 2025, with total 2026 expenditures of \$514,350. Forecasting interest income of \$80,000 and transfers-in of \$4,500, the EDA recommends \$429,850 be included in the 2026 Preliminary Levy.

The HRA finalized its budget on September 2, 2025, with total 2026 expenditures of \$509,450. Revenue from interest is projected at \$40,000. The HRA recommends \$469,450 be included in the 2026 Preliminary Levy.

By statute, the levy is limited to 0.01813% of the Estimated Market Value (EMV) of real property in the city for the EDA, and 0.0185% of the EMA for the HRA. For both boards, the proposed levies for 2026 equate to approximately 60% of the allowed maximum.

Financial Impact
N/A

Mission/Policy/Goal
Support commercial and industrial development, redevelopment, and housing initiatives in Elk River.

Attachments
1. Res 25-51 EDA Levy
2. Res 25-52 HRA Levy
The Elk River Vision

A welcoming community with revolutionary and spirited resourcefulness, exceptional service, and community engagement that encourages and inspires prosperity



**City of Elk River
City Council**

Resolution 25-51

A Resolution of the City Council of the City of Elk River Approving the 2026 Tax Levy for Economic Development Purposes for the Elk River Economic Development Authority.

WHEREAS, the Economic Development Authority (EDA) for the City of Elk River has requested the city to authorize to levy a tax for the benefit of the EDA for economic development purposes; and

WHEREAS, the City Council of the City of Elk River has consented to this levy for the year 2026.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Elk River, Minnesota, as follows: the Economic Development Authority for the City of Elk River, certify a tax levy in the amount of \$429,850 in the year 2026 for the benefit of the City of Elk River Economic Development Authority to be used for economic development purposes as provided under Minnesota Statute 469.090 et. Seq.

Passed and adopted this 15th day of September 2025.

John J. Dietz, Mayor

ATTEST:

Tina Allard, City Clerk





**City of Elk River
City Council**

Resolution 25-52

A Resolution of the City Council of the City of Elk River Approving the 2026 Tax Levy for Elk River Housing and Redevelopment Authority for the City of Elk River, Minnesota

WHEREAS, the Housing and Redevelopment Authority in and for the City of Elk River has requested the city authorize to levy a tax for various housing and redevelopment purposes; and

WHEREAS, the City Council of the City of Elk River has consented to this levy for the year 2026.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Elk River, Minnesota, as follows: the Housing and Redevelopment Authority in and for the City of Elk River, Minnesota, certify a tax levy in the amount of \$469,450 in the year 2026 for the benefit of the City of Elk River Housing and Redevelopment Authority to be used for various housing and redevelopment purposes.

Passed and adopted this 15th day of September 2025.

John J. Dietz, Mayor

ATTEST:

Tina Allard, City Clerk





Request for Action

To
City Council

Item Number
10.1

Meeting Date
September 15, 2025

Prepared By
Cal Portner, City Administrator

Item Description
E-bike/Electric Scooter on Sidewalks

Reviewed by
Cal Portner
Tina Allard

Action Requested
Discuss and provide staff direction.

Background/Discussion
Mayor Dietz requested a discussion regarding the operation of E-bikes and electric scooters on city sidewalks.

Financial Impact
N/A

Mission/Policy/Goal
Elk River Vision Statement

Attachments
1. E-bikes, Segways, and other uses on state trails _ Minnesota DNR
2. biglakemn-mn-1

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E-bikes, Segways, and other uses on state trails

Note: these rules pertain to uses on Minnesota state trails. State forests, wildlife management areas, and other DNR-managed public lands may have different rules.

Electric-assist/pedal-assist bicycles

- Electric-assist or pedal-assist bicycles are allowed on state trails, or wherever normal bicycles are allowed, if they meet the following definition in Minnesota Statutes 169.011, Subdivision 27 (<https://www.revisor.mn.gov/statutes/?id=169.011>).
- 2 or 3 wheels
- A saddle and fully operable pedals for human propulsion
- Equipped with an electric motor that has a power output of not more than 750 watts; and
- Meets the requirements of a class 1, class 2, or class 3 electric-assisted bicycle:
 - "Class 1 electric-assisted bicycle" means an electric-assisted bicycle equipped with an electric motor that provides assistance only when the rider is pedaling and ceases to provide assistance when the bicycle reaches the speed of 20 miles per hour.
 - "Class 2 electric-assisted bicycle" means an electric-assisted bicycle equipped with an electric motor that is capable of propelling the bicycle without the rider pedaling and ceases to provide assistance when the bicycle reaches the speed of 20 miles per hour.
 - "Class 3 electric-assisted bicycle" means an electric-assisted bicycle equipped with an electric motor that provides assistance only when the rider is pedaling and ceases to provide assistance when the bicycle reaches the speed of 28 miles per hour.
- Note that the law does not permit anyone under the age of 15 years to operate any electric-assist bike.
- A motorized bicycle that does not meet the definition of an electric-assist bicycle is not allowed on state trails where motorized vehicles are prohibited.
- When riding on state trails, remember to yield to pedestrians and slower trail users, and give an audible signal if passing.

Segways or electric personal assistive mobility devices

- Segways are allowed on state trails, or wherever pedestrians are allowed, but must be operated at a speed that is reasonable and prudent under the conditions.

- Segways or electric personal assistive mobility devices are defined in [Minnesota Statutes 169.011, Subdivision 26](https://www.revisor.mn.gov/statutes/?id=169.011) (<https://www.revisor.mn.gov/statutes/?id=169.011>) as “a self-balancing device with two non-tandem wheels, designed to transport not more than one person, and operated by an electric propulsion system that limits the maximum speed of the device to 15 miles per hour.”
- When on a Segway on state trails, remember to yield to pedestrians and slower trail users, and give an audible signal if passing.
- For more information on operation of Segways, see [Minnesota Statutes 169.212](https://www.revisor.mn.gov/statutes/?id=169.212) (<https://www.revisor.mn.gov/statutes/?id=169.212>) .

Dogsledding, mushing or skjoring

- Dogsledding or mushing is not allowed on state trails, except by special use permit.
- Skjoring is not allowed on groomed ski trails.

Winter fat biking

- Fat biking is strongly discouraged on state trails that are groomed for snowmobiling in the winter due to safety concerns.
- Fat biking is not allowed on groomed and tracked cross-country ski trails, unless specifically opened as a multi-use winter trail.
- For more information see [winter fat biking \(/biking/fatbike/index.html\)](/biking/fatbike/index.html).
- During the summer season, fat bikes are allowed anywhere normal bicycles are allowed.

Vehicles and uses that are not allowed on state trails

- Golf carts
- Motorized bicycles
- Motorized foot scooters
- Motorized vehicles, such as all-terrain vehicles, off-highway motorcycles, or off-highway vehicles, except when specifically permitted, such as on the [Matthew Lourey State Trail \(/state_trails/matthew_lourey/index.html\)](/state_trails/matthew_lourey/index.html).
- Any vehicle that is larger than half of the width of the trail treadway, as all users of state trails must stay on the right half of the treadway when meeting or passing other trail users.

Accessibility and other power-driven mobility devices

- Single-user electric devices, such as electric wheelchairs are allowed on state trails.
- [More information about power-driven mobility devices on DNR lands and facilities \(/accessible_outdoors/opdmd/index.html\)](/accessible_outdoors/opdmd/index.html).

Questions?

Call 651-296-6157 or 888-646-6367

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§ 640.01 Regulations.

Subd. 1. No bicycle shall be ridden faster than is reasonable and proper and shall be operated with reasonable regard to the safety of the operator and other persons upon the sidewalks, streets, and other public highways of the city.

Subd. 2. Persons riding bicycles shall observe all traffic signs and stop at all stop signs.

Subd. 3. No bicycle shall be permitted on any sidewalk, street or other public highway of the city 30 minutes before sunrise and 30 minutes after sunset of any day, without a headlight visible from the front thereof for not less than 200 feet, indicating the approach or presence of the bicycle, firmly attached to the bicycle and properly lighted. A red light or reflector shall be attached to and visible from the rear of the bicycle.

Subd. 4. Every person riding or propelling a bicycle upon any street or other public highway in the city shall observe all traffic rules and regulations applicable thereto, and shall turn only at intersections, signal for turns, ride at the right side of the sidewalk, street, or highway, pass slower moving vehicles and individuals to the left when overtaking, and shall pass vehicles to the right when meeting.

Subd. 5. **Electric-Assisted Bicycles** as defined by M.S. § 169.011, subd. 27, as it may be amended from time to time, may be operated in the city pursuant to and in accordance with M.S. § 169.222, subd. 6a, as it may be amended from time to time. No person shall operate an "electric-assisted bicycle" upon a sidewalk at any time, except when such operation is necessary for the most direct access to a roadway from a driveway, alley, or building.

Subd. 6. **Motorized Bicycles** as defined by M.S. § 169.011, subd. 45, as it may be amended from time to time, may be operated in the city pursuant to and in accordance with M.S. § 169.223, as it may be amended from time to time.

(Ord. 2024-06, passed 5-8-2024)



Request for Action

To
City Council

Item Number
10.2

Meeting Date
September 15, 2025

Prepared By
Ryan Sandhoefner, Engineering Project Manager

Item Description
Parking Policy on Streets Near Park/Trail Access Points

Reviewed by
Cal Portner
Tina Allard

Action Requested
Discuss parking policy near the Great Northern Trail access point off Watson Street.

Background/Discussion

The Great Northern Trail has an access point directly off a residential city street, causing safety concerns for nearby residents. Requests from residents are to install no parking signage along Watson Street on one or both sides. Watson Street, along with other nearby city streets in the neighborhood, are 24 feet in width with an additional 2 feet of gravel shoulder on either side.

In lieu of restricting parking, staff prepared a cost estimate for widening the street on northbound Watson Street just north of the trail access to accommodate six parallel parking spots. The approximate cost for this work is \$25,000.

Financial Impact
N/A

Mission/Policy/Goal
Improve citizen quality of life.

Attachments
None

The Elk River Vision

A welcoming community with revolutionary and spirited resourcefulness, exceptional service, and community engagement that encourages and inspires prosperity



Request for Action

To
City Council

Item Number
10.3

Meeting Date
September 15, 2025

Prepared By
Ryan Sandhoefner, Engineering Project Manager

Item Description
Discuss the 193rd Avenue and Evans Street Intersection

Reviewed by
Justin Femrite
Cal Portner
Tina Allard

Action Requested

Discuss the traffic control at the intersection of 193rd Avenue and Evans Street.

Background/Discussion

At a previous meeting, staff presented an intersection study performed to determine the best permanent traffic control orientation for two intersections adjacent to Highway 169. City Council were not in favor of the recommended 3-way stop option and were seeking the costs and effectiveness of other alternatives, such as a roundabout, or turning the right eastbound lane into a through/right, specifically on the 193rd/Evans location.

Roundabout — Initial analysis of the site determines it should allow a single-lane roundabout on the existing footprint, with potential minimal right-of-way acquisition needs. Improvements would be State Aid eligible. Analysis prior to the *169 Redefine* was performed on all adjacent intersections to the highway. Based on a projected 2040 volume, a roundabout would function with, at worst, a level of service B during peak hours. Initial present-day estimates for this project are approximately \$2 million, including engineering fees and testing.

Lane Changes — Conversion of the right eastbound lane to a through/right was also discussed during the previous meeting and further analysis determined this would not improve the eastbound movements during peak hours from level of service F and delays would still exceed 50 seconds. This stands true even if the entirety of the through traffic utilizes the right lane. The estimate for this work is approximately \$40,000 to adjust curb lines, pedestrian ramps, pavement, striping, and signage.

The chart below explores the costs and effectiveness of these options.

	Approximate Cost	Funding Source	Worst Level of Service (10% growth during peak hour)
Roundabout	\$2 million	Pavement Management, State Aid, potential grant funds	LOS B (Eastbound) 13- second delay

The Elk River Vision

A welcoming community with revolutionary and spirited resourcefulness, exceptional service, and community engagement that encourages and inspires prosperity



3-way Stop	Negligible	N/A	LOS D (Southbound) 34-second delay
Lane Changes	\$40,000	Pavement Management	LOS F (Eastbound) 77-second delay
4-way Stop (Current Operation)	N/A	N/A	LOS F (Eastbound) 183-second delay

Financial Impact

N/A

Mission/Policy/Goal

Responsible for every dollar - good stewards.

Attachments

- I. Elk River Intersection Study

August 6th, 2025

To: Ryan Sandhoefner, PE, Project Manager – City of Elk River

From: Katie Schmidt, PE (MN PE License #47147)

Re: Intersection Study – School St/Elk Hills Dr & Dodge St and 193rd Av & Evans St, Elk River, MN

SSTS LLC has conducted an intersection study for two intersections; the School St/Elk Hills Dr & Dodge St intersection and the 193rd Ave & Evans St intersection in the City of Elk River, MN. Prior to the 169 Redefine Project both of these intersections operated as 3-way stop-control with the eastbound approach free-flowing. During construction these intersections were temporarily converted to all-way stop-control and are currently operating with this configuration. **Figure 1** shows the intersection locations.

This intersection study reviews operations and safety for these intersections with the following three potential traffic control alternatives to determine the permanent traffic control recommendation:

- 1) Existing all-way stop configuration.
- 2) 3-way stop configuration with eastbound traffic free-flowing.
- 3) 2-way stop configuration with eastbound and westbound traffic free-flowing.



Figure 1. Intersection Locations

Study methodology includes documentation of existing conditions and traffic volumes, crash history investigation, multi-way stop warrant review and traffic operations analyses.

1. Existing Conditions

Existing traffic volumes, geometry and field observations are presented in this section and detailed on **Figure 2**.

1.1 Existing Traffic Volumes

Turning movement counts were collected at the intersections on Thursday, June 26th, 2025 for a 13-hour period (6:00 AM to 7:00 PM). Review of hourly traffic volume found Midday traffic peaks were higher than AM traffic peaks at both intersections. Midday and PM peak hour traffic volumes were used in the operational analysis and peak hour details are noted below. Full count data is included in Appendix A.

School St/Elk Hills Dr & Dodge St

- Midday Peak Hour – 11:30 AM to 12:30 PM
- PM Peak Hour – 4:30 PM to 5:30 PM

193rd Ave & Evans St

- Midday Peak Hour – 11:30 AM to 12:30 PM
- PM Peak Hour – 4:00 PM to 5:00 PM

Existing intersection geometry and field conditions were documented for the analysis. The spacing between the Highway 169 northbound off-ramp right turn lane is noted for each intersection.

1.2 Field Observations

Traffic flow from the Highway 169 interchange traffic signals through the study intersections was observed during peak traffic times and the following critical observations are noted:

School St/Elk Hills Dr & Dodge St

- The eastbound approach has a high right turn volume with minimal conflicting volumes and right turning vehicles were observed to roll through the stop sign, creating safety concerns.
- Eastbound platoons of approximately 5 vehicles frequently arrive from the Highway 169 signalized interchange creating a queue of approximately 100'. This queue does not currently block traffic, but it could grow quickly if traffic volumes increase.

193rd Ave & Evans St

- The eastbound shared left/thru lane experiences long queues that back-up past the eastbound right turn storage bay and past the Highway 169 northbound off-ramp right turn lane. Occasionally the queues extend to the signal.

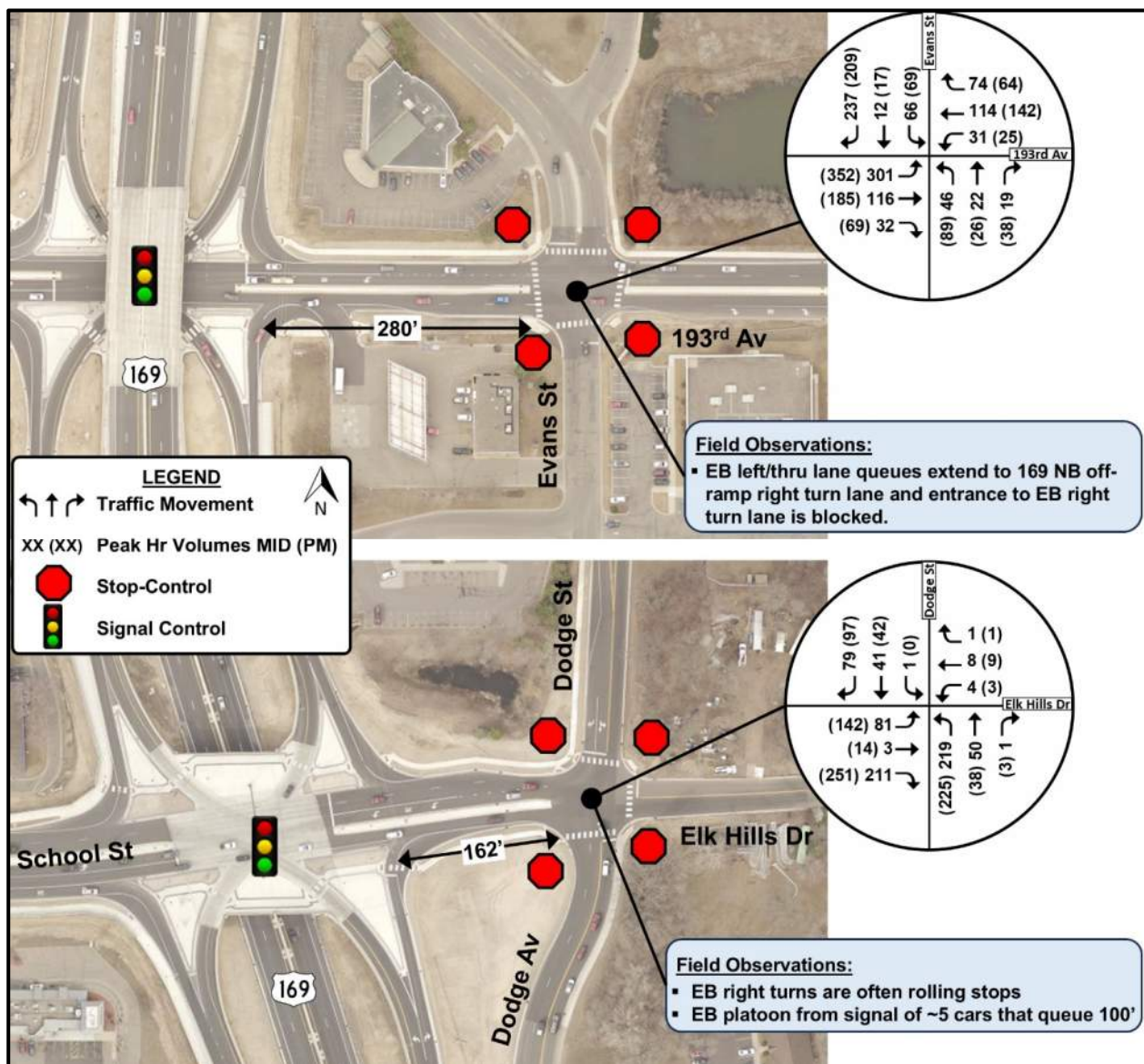


Figure 2. Existing Traffic Conditions

2. Crash History

Historical crash data from MnDOT's Crash Mapping Analysis Tool for the intersections was reviewed for a 5-year period (2018-2022) before the 169 Redefine Project to note any safety concerns with the previous 3-way stop control configuration. It is noted that mainline geometry was slightly different before the 169 Redefine Project and this is a high level comparison. Both intersections had three reported crashes with no fatalities or serious injuries during this timeframe. Calculated intersection crash rates were found to be lower than statewide average crash rates for both all-way stop and two-way stop intersections indicating no safety concerns based on crash data with the previous 3-way stop configurations.

Review of crash data from 2024 and 2025 with the current all-way stop control show no reported crashes at the intersections. Crash rates were not calculated as more data is needed for a statistically significant review.

3. Multi-Way Stop Warrants

The Minnesota Manual on Uniform Traffic Control Devices (MnMUTCD) provides guidance on multi-way stop control. A key factor in justification is hourly traffic volume minimums and minor street vehicle delay. Both intersections meet the traffic volume and delay threshold criteria for a multi-way stop.

Guidance also notes that all-way stops are generally more effective when approach volumes are evenly split. Non compliance can result when one approach has significantly higher volumes stopping without conflicting traffic.

4. Operational Analysis

Operating conditions of intersections are evaluated based on the capacity versus the actual traffic volume. Industry standards for evaluating capacity are contained in the **Highway Capacity Manual**¹. Operating conditions are described in terms of driver delay represented as a Level of Service (LOS) grade with "A" as the best conditions and "F" as the worst. Generally, LOS "D" represents the threshold for acceptable operations. Table 1 summarizes the LOS and delay criteria for unsignalized intersections.

Table 1. Level of Service Criteria – Unsignalized Intersections

LOS	A	B	C	D	E	F
Delay	0-10 seconds	>10-15 seconds	>15-25 seconds	>25-35 seconds	>35-50 seconds	>50 seconds
Description	 Free-flow operation	 Unimpeded operation	 Stable operation	 Less stable & more delay	 Unstable & high delay	 Congested & back-ups

Another component of operational analyses is a study of queuing. An intersection can operate with an acceptable LOS, but if queues from the intersection extend back to block adjacent intersections or entrances to turn lanes, unsafe conditions could result. In this study the industry design standard 95th Percentile Queue Length is considered and reported.

This study utilized the Synchro/SimTraffic software package (12th Edition) for the operational analyses. LOS, delay and queues are reported for each approach lane at the intersections. Synchro's HCM 7th Edition reports were used for the all-way stop and two-way stop conditions and results from SimTraffic simulations (average of 10 simulations) were used for the 3-way stop conditions as Synchro does not have capabilities to report this control.

¹ **Highway Capacity Manual (HCM)**, Transportation Research Board, 7th Edition

4.1 All-Way Stop Control Analysis

Existing all-way stop operations are reported on Table 2 for Midday and PM peak hours. Existing traffic volumes were considered, as well as a sensitivity analysis with 10% growth applied to existing traffic volumes.

Table 2. Existing All-Way Stop Analysis Results

Intersection	Lane	Bay	Existing Volumes				10% Growth Volumes			
			Mid Peak Hour		PM Peak Hour		Mid Peak Hour		PM Peak Hour	
			Delay (s)	Queue (')	Delay (s)	Queue (')	Delay (s)	Queue (')	Delay (s)	Queue (')
School St & Dodge St (All-Way Stop)	EB LTR	162'	B 10.6	48	B 14.4	95	B 11.5	58	C 17.1	125
	WB LTR		A 8.6	3	A 9.0	3	A 8.8	3	A 9.3	3
	NB LTR		B 11.6	48	B 12.9	55	B 12.6	60	B 14.4	70
	LT		A 8.8	5	A 9.3	5	A 9.0	8	A 9.7	8
	SB R	80'	A 8.3	10	A 9.1	13	A 8.6	10	A 9.6	15
	Overall		B 10.6		B 13.0		B 11.4		B 14.8	
193rd Av & Evans St (All-Way Stop)	EB LT	280'	D 31.7	195	F 118.7	523	F 51.1	288	F 183.1	705
	R	100'	A 8.6	5	A 9.7	10	A 9.0	5	B 10.2	13
	WB LT	240'	B 11.2	15	B 12.8	20	B 12.0	20	B 13.8	25
	TR		B 11.2	25	B 13.1	30	B 12.2	30	B 14.3	35
	NB LTR		B 12.3	18	C 16.2	43	B 13.3	20	C 18.1	50
	LT		B 11.6	15	B 13.3	20	B 12.3	18	B 14.3	23
	SB R		B 13.5	53	C 15.6	55	C 15.7	70	C 17.7	68
	Overall		C 19.8		F 57.8		D 28.1		F 85.6	

- Results from Synchro's HCM 7 AWSC Reports.

The following summarizes the results from the operational analysis for the existing all-way stop control scenario:

- The School St/Elk Hills Dr & Dodge St intersection operates acceptably with LOS C or better and queues do not block turn bays or adjacent intersections for the Midday and PM peak hours. The sensitivity analysis with 10% growth also shows acceptable operations. These operations are consistent with field observations.
- The 193rd St & Evans St intersection experiences failing operations for the eastbound approach for the PM peak hour. The shared eastbound left/thru lane has LOS F with a queue over 500', which extends past the Highway 169 Northbound off-ramp right turn lane and past the 100' eastbound right turn lane, which is consistent with field observations. Operations further deteriorate with the sensitivity analysis. **Figure 3** shows a field picture of the queues during the PM peak hour.



Figure 3. 193rd St & Evans St Field Observations

4.2 3-Way Stop Control Analysis

3-way stop control operations with the eastbound approach free-flowing are reported on Table 3 for Midday and PM peak hours. Existing traffic volumes were considered, as well as a sensitivity analysis with 10% growth applied to existing traffic volumes.

Table 3. 3-Way Stop Analysis Results

Intersection	Lane	Bay	Existing Volumes				10% Growth Volumes			
			Mid Peak Hour		PM Peak Hour		Mid Peak Hour		PM Peak Hour	
			Delay (s)	Queue (')	Delay (s)	Queue (')	Delay (s)	Queue (')	Delay (s)	Queue (')
School St & Dodge St (3-Way Stop)	EB LTR	162'	A 0.0	0	A 0.0	0	A 0.0	0	A 0.0	0
	WB LTR		A 6.1	34	A 6.9	34	A 6.6	34	A 7.9	35
	NB LTR		A 8.1	97	B 10.3	118	A 8.8	108	B 10.3	113
	LT		A 8.6	45	B 10.5	48	A 8.9	46	B 10.4	49
	SB R	80'	A 3.0	46	A 3.4	46	A 3.2	45	A 4.0	57
	Overall		A 4.3		A 4.6		A 4.6		A 4.6	
193rd Av & Evans St (3-Way Stop)	EB LT	280'	A 0.0	0	A 0.0	0	A 0.0	0	A 0.0	0
	R	100'	A 0.0	0	A 0.0	0	A 0.0	0	A 0.0	0
	WB LT	240'	A 7.1	45	B 11.0	75	A 7.5	56	B 11.4	69
	TR		B 12.1	97	C 22.2	147	B 14.7	114	D 27.2	161
	NB LTR		B 10.5	58	C 20.9	124	B 12.1	66	D 32.1	174
	LT		B 14.1	68	D 27.1	100	C 15.9	71	D 34.8	122
	SB R		A 6.6	97	A 7.4	93	A 6.9	91	A 8.0	101
	Overall		A 6.1		A 10.0		A 6.8		B 12.7	

- Results from an average of 10 SimTraffic Simulations.

The following summarizes the results from the operational analysis for the 3-way stop scenario:

- The School St/Elk Hills Dr & Dodge St intersection operates acceptably with LOS B or better and queues do not block turn bays or adjacent intersections for the Midday and PM peak hours. The sensitivity analysis with 10% growth also shows acceptable operations. Overall intersection operations improve with the 3-way stop configuration.
- The 193rd St & Evans St intersection operates acceptably with LOS D or better for the stop-controlled approaches and queues do not block turn bays or adjacent intersections for the Midday and PM peak hours. The sensitivity analysis with 10% growth also shows acceptable operations. It is noted that the northbound queue with the 10% growth does extend south to the Speedway access but queues clear quickly and adverse impacts are not expected.

4.3 2-Way Stop Control Analysis

2-way stop control operations with the eastbound and westbound approaches free-flowing are reported on Table 4 for Midday and PM peak hours. Existing traffic volumes were considered, as well as a sensitivity analysis with 10% growth applied to existing traffic volumes.

Table 4. 2-Way Stop Analysis Results

Intersection	Lane	Bay	Existing Volumes				10% Growth Volumes			
			Mid Peak Hour		PM Peak Hour		Mid Peak Hour		PM Peak Hour	
			Delay (s)	Queue (')	Delay (s)	Queue (')	Delay (s)	Queue (')	Delay (s)	Queue (')
School St & Dodge St (2-Way Stop)	EB LTR	162'	A 7.4	5	A 7.5	8	A 7.4	5	A 7.5	8
	WB LTR		A 7.7	0	A 7.8	0	A 7.7	0	A 7.9	0
	NB LTR		C 20.7	85	E 42.7	163	D 26.5	120	F 79.8	255
	LT		B 13.0	8	C 16.2	10	B 13.7	8	C 17.7	13
	SB R	80'	A 8.7	8	A 8.7	8	A 8.7	8	A 8.8	10
	Overall		B 10.7		C 16.9		B 12.9		D 29.0	
193rd Av & Evans St (2-Way Stop)	EB LT	280'	A 8.4	23	A 8.8	30	A 8.6	25	A 9.1	35
	R	100'	A 0.0	0	A 0.0	0	A 0.0	0	A 0.0	0
	WB LT	240'	A 7.6	3	A 7.9	3	A 7.6	3	A 8.0	3
	TR		A 0.1	0	A 0.1	0	A 0.1	0	A 0.1	0
	NB LTR		E 48.9	70	F 415.7	330	F 85.4	110	F 839.2	450
	SB LT		F 62.7	75	F 289.7	183	F 115.6	118	F 645.7	258
	R		B 10.3	28	B 10.3	25	B 10.6	33	B 10.6	30
	Overall		B 13.4		F 73.1		C 20.4		F 147.5	

- Results from Synchro's HCM 7 TWSC Reports.

The following summarizes the results from the operational analysis for the 2-way stop control scenario:

- The School St/Elk Hills Dr & Dodge St intersection experiences failing operations for the northbound lane with LOS E for the PM peak hour, which degrades to LOS F with 10% growth. Increase in traffic through this intersection is likely when school is in session and the northbound approach is predicted to degrade with this 2-way stop control scenario.
- The 193rd St & Evans St intersection experiences failing operations for the northbound and southbound approaches. Operations completely degrade with 10% growth and modeling software reports unrealistic results.

5. Recommendations

Table 5 summarizes the review and stop configuration recommendation for the School St/Elk Hills Dr & Dodge St intersection. Table 6 summarizes the review and stop configuration recommendation for the 193rd St & Evans St intersection.

Table 5. School St/Elk Hills Dr & Dodge St Intersection Summary and Recommendation

Alternative	Notes
All-Way Stop	Operations – Operations are acceptable but eastbound platoons from the signalized interchange frequently create 100' queues that could quickly increase if traffic volumes increase. Safety – The single lane eastbound approach has higher traffic volumes than the other approaches resulting in non-compliance (rolling the stop) per field observations. This creates safety concerns for all users.
3-Way Stop	Operations – Operations are acceptable and eastbound queuing potential to the interchange is eliminated. Overall intersection operation improves from all-way stop. Safety – eastbound rolling stops are eliminated. Confusion could result from non-standard stop configuration but installation of 'cross-street traffic does not stop' plaques provide guidance. Historical crash review shows no safety issues with the previous 3-way stop configuration.
2-Way Stop	Operations – Operations are failing for the northbound approach lane and are predicted to further degrade with added school traffic. Safety – Longer northbound delays and queues could result in unsafe conditions as drivers become impatient.
Recommendation	3-Way Stop Control with eastbound traffic free-flowing is recommended. Appropriate W4-4P Series plaques should be installed below each stop sign.

Table 6. 193rd St & Evans St Intersection Summary and Recommendation

Alternative	Notes
All-Way Stop	Operations – Operations are unacceptable. Eastbound delays are long and queues back-up past the Highway 169 Northbound off-ramp right turn lane and past the eastbound right turn lane. Safety – Eastbound queuing creates blocked access and unsafe operations.
3-Way Stop	Operations – Operations are acceptable and eastbound queuing potential to the interchange is eliminated. Safety – Confusion could result from non-standard stop configuration but installation of 'cross-street traffic does not stop' plaques provide guidance. Historical crash review shows no safety issues with the previous 3-way stop configuration.
2-Way Stop	Operations – Operations are failing for the northbound and southbound approach lanes with very long delays and queues. Safety – extensive northbound and southbound delays and queues create unsafe conditions.
Recommendation	3-Way Stop Control with eastbound traffic free-flowing is recommended. Appropriate W4-4P Series plaques should be installed below each stop sign.

Intersection: Dodge St & Elk Hills Dr
 Date: Thursday, June 26, 2025
 Duration: 6:00-19:00

Site Code: 5
 Ref Pt: All Way Stop
 Page No: 1 of 3

All Vehicles (Cars & Trucks) Printed

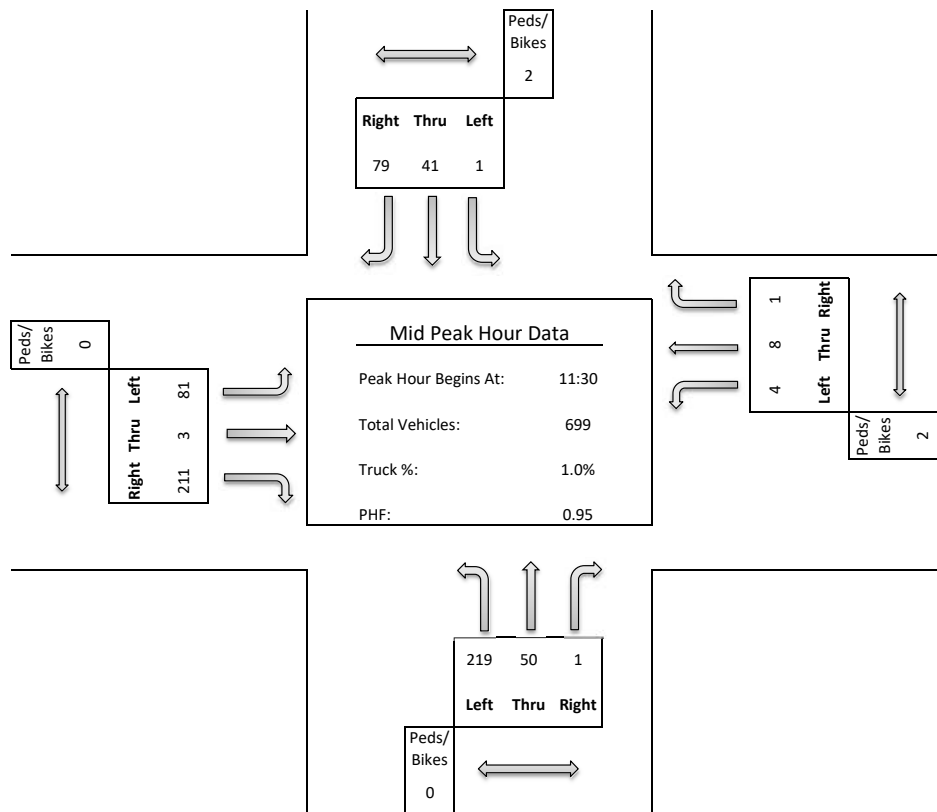
	Dodge St Southbound						Elk Hills Dr Westbound						Dodge Ave Northbound						School St Eastbound						Int. Veh. Total	Int. Ped/ Bike Total	
Start Time	U-Turn	Left	Thru	Right	App. Total	Peds/ Bikes	U-Turn	Left	Thru	Right	App. Total	Peds/ Bikes	U-Turn	Left	Thru	Right	App. Total	Peds/ Bikes	U-Turn	Left	Thru	Right	App. Total	Peds/ Bikes			
6:00	--	--	1	15	16	1	--	--	1	--	1	1	--	17	1	--	18	--	--	4	--	19	23	--	58	2	
6:15	--	--	--	18	18	1	--	1	--	--	1	1	--	25	1	--	26	--	--	8	--	14	22	--	67	2	
6:30	--	--	4	18	22	--	--	--	--	--	0	--	--	17	4	--	21	--	2	3	--	20	25	--	68	--	
6:45	--	--	3	21	24	--	--	1	--	--	1	--	--	23	1	--	24	--	--	3	2	26	31	--	80	--	
Hour Total	--	--	8	72	80	2	--	2	1	--	3	2	--	82	7	--	89	--	2	18	2	79	101	--	273	4	
7:00	--	--	1	22	23	2	--	1	2	--	3	2	--	28	2	1	31	--	--	9	2	22	33	--	90	4	
7:15	1	--	2	29	32	--	--	--	4	--	4	--	--	25	3	--	28	--	--	5	1	26	32	--	96	--	
7:30	--	1	6	23	30	--	--	1	3	--	4	--	--	35	--	2	37	--	--	16	--	34	50	--	121	--	
7:45	--	--	7	38	45	1	--	3	5	--	8	--	--	55	3	--	58	--	--	16	2	41	59	--	170	1	
Hour Total	1	1	16	112	130	3	--	5	14	--	19	2	--	143	8	3	154	--	--	46	5	123	174	--	477	5	
8:00	--	--	6	20	26	--	--	1	1	--	2	--	--	28	6	--	34	--	--	15	--	48	63	--	125	--	
8:15	--	--	5	20	25	--	--	1	1	--	2	--	--	27	1	--	28	--	--	7	--	30	37	--	92	--	
8:30	--	1	5	29	35	1	--	2	4	--	6	1	--	30	4	--	34	--	1	15	2	30	48	--	123	2	
8:45	--	--	9	20	29	--	--	1	3	--	4	--	--	42	6	--	48	--	--	11	2	39	52	--	133	--	
Hour Total	--	1	25	89	115	1	--	5	9	--	14	1	--	127	17	--	144	--	1	48	4	147	200	--	473	2	
9:00	--	--	6	13	19	--	--	--	--	--	0	--	--	38	6	--	44	--	--	16	2	53	71	--	134	--	
9:15	--	--	12	20	32	--	--	--	1	1	2	1	--	28	8	--	36	--	1	12	--	48	61	--	131	1	
9:30	--	3	4	21	28	--	--	1	1	2	4	--	--	28	2	--	30	1	--	16	--	50	66	--	128	1	
9:45	--	1	8	21	30	--	--	--	1	1	2	--	--	42	11	1	54	--	--	19	--	39	58	--	144	--	
Hour Total	--	4	30	75	109	--	--	1	3	4	8	1	--	136	27	1	164	1	1	63	2	190	256	--	537	2	
10:00	--	--	6	16	22	2	--	1	1	--	2	2	--	36	14	1	51	--	--	12	--	39	51	1	126	5	
10:15	--	--	8	16	24	2	--	--	--	--	0	2	--	44	10	--	54	--	--	19	--	49	68	--	146	4	
10:30	--	--	16	17	33	1	--	--	1	--	1	1	--	29	10	1	40	--	--	18	2	46	66	--	140	2	
10:45	--	--	7	23	30	--	--	--	1	1	2	--	--	43	15	--	58	--	--	13	2	43	58	--	148	--	
Hour Total	--	--	37	72	109	5	--	1	3	1	5	5	--	152	49	2	203	--	--	62	4	177	243	1	560	11	
11:00	--	--	10	15	25	1	--	2	2	--	4	1	--	36	9	1	46	--	--	19	3	53	75	--	150	2	
11:15	--	1	12	14	27	--	--	--	--	2	2	--	--	43	8	--	51	--	--	20	4	48	72	1	152	1	
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11:45	--	1	15	14	30	1	--	--	--	--	0	1	--	58	14	--	72	--	1	26	2	49	78	--	180	2	
Hour Total	--	2	45	70	117	2	--	4	5	2	11	2	--	186	47	2	235	--	2	82	10	205	299	1	662	5	
12:00	--	--	11	25	36	1	--	1	2	1	4	1	--	67	10	--	77	--	--	20	--	46	66	--	183	2	
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12:45	--	1	7	18	26	--	--	--	3	--	3	--	--	49	10	--	59	--	--	33	2	49	84	--	172	--	
Hour Total	--	1	30	77	108	1	--	2	11	1	14	1	--	219	38	1	258	--	--	87	5	207	299	--	679	2	
13:00	--	--	15	15	30	--	--	1	2	--	3	--	--	49	15	--	64	--	1	28	2	54	85	--	182	--	
13:15	--	--	14	17	31	--	--	--	--	1	1	--	--	49	11	1	61	--	--	25	--	50	75	--	168	--	
13:30	--	--	12	9	21	--	--	--	--	--	0	--	--	47	13	--	60	--	1	19	1	50	71	--	152	--	
13:45	--	--	13	18	31	--	--	--	2	--	2	--	--	44	8	--	52	--	1	19	1	62	83	--	168	--	
Hour Total	--	--	54	59	113	--	--	1	4	1	6	--	--	189	47	1	237	--	3	91	4	216	314	--	670	--	
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14:15	--	--	5	19	24	--	--	--	1	--	1	--	--	37	9	--	46	--	--	20	1	49	70	--	141	--	
14:30	--	--	10	22	32	--	--	1	1	--	2	--	--	38	10	--	48	--	1	25	4	33	63	--	145	--	
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15:00	--	--	7	19	26	--	--	1	1	--	2	--	--	63	11	1	75	--	--	22	1	40	63	--	166	--	
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16:00	--	--	6	28	34	1	--	--	2	1	3	--	--	48	8	1	57	--	--	41	1	48	90	--	184	1	
16:15	--	3	6	18	27	--	--	--	--	--	0	--	--	51	10	--	61	--	2	32	1	54	89	--	177	--	
16:30	--	--	9	25	34	--	--	--	1	1	2	--	--	61	12	1	74	--	1	33	5	54	93	--	203	--	
16:45	--	--	17	14	31	--	--	1	5	--	6	--	--	53	8	--	61	--	--	34	1	71	106	--	204	--	
Hour Total	--	3	38	85	126	1	--	1	8	2	11	--	--	213	38	2	253	--	3	140	8	227	378	--	768	1	
17:00	--	--	8	31	39	--	--	1	2	--	3	--	--	61	12	2	75	--	--	39	5	59	103	--	220	--	
17:15	--	--	8	27	35	--	--	1	1	--	2	--	--	50	6	--	56	--	--	35	3	67	105	--	198	--	
17:30	--	2	15	20	37	--	--	--	3	2	5	--	--	57	14	1	72	--	2	27	4	53	86	--	200	--	

Intersection: Dodge St & Elk Hills Dr
Date: Thursday, June 26, 2025
Duration: 6:00-19:00

Site Code: 5
Ref Pt: All Way Stop
Page No: 2 of 3

All Vehicles (Cars & Trucks) Printed

	Dodge St Southbound						Elk Hills Dr Westbound						Dodge Ave Northbound						School St Eastbound						Int. Veh. Total	Int. Ped/ Bike Total
Start Time	U-Turn	Left	Thru	Right	App. Total	Peds/ Bikes	U-Turn	Left	Thru	Right	App. Total	Peds/ Bikes	U-Turn	Left	Thru	Right	App. Total	Peds/ Bikes	U-Turn	Left	Thru	Right	App. Total	Peds/ Bikes		
11:30	--	--	8	27	35	--	--	2	3	--	5	--	--	49	16	1	66	--	1	17	1	55	74	--	180	--
11:45	--	1	15	14	30	1	--	--	--	--	0	1	--	58	14	--	72	--	1	26	2	49	78	--	180	2
12:00	--	--	11	25	36	1	--	1	2	1	4	1	--	67	10	--	77	--	--	20	--	46	66	--	183	2
12:15	--	--	7	13	20	--	--	1	3	--	4	--	--	45	10	--	55	--	--	16	--	61	77	--	156	--
Hour Total	--	1	41	79	121	2	--	4	8	1	13	2	--	219	50	1	270	--	2	79	3	211	295	--	699	4
% of App.	0.0%	0.8%	33.9%	65.3%			0.0%	30.8%	61.5%	7.7%			0.0%	81.1%	18.5%	0.4%			0.7%	26.8%	1.0%	71.5%				
% of Total	0.0%	0.1%	5.9%	11.3%	17.3%	50.0%	0.0%	0.6%	1.1%	0.1%	1.9%	50.0%	0.0%	31.3%	7.2%	0.1%	38.6%	0.0%	0.3%	11.3%	0.4%	30.2%	42.2%	0.0%		
Cars Total	--	1	41	77	119	--	--	4	8	1	13	--	--	216	50	1	267	--	2	79	3	209	293	--	692	--
Cars % of Movement	0.0%	100%	100%	97.5%	98.3%	--	0.0%	100%	100%	100%	100%	--	0.0%	98.6%	100%	100%	98.9%	--	100%	100%	100%	99.1%	99.3%	--	99.0%	
Trucks Total	--	--	--	2	2	2	--	--	--	--	0	2	--	3	--	--	3	--	--	--	--	2	2	--	7	4
Trucks % of Movement	0.0%	0.0%	0.0%	2.5%	1.7%	50.0%	0.0%	0.0%	0.0%	0.0%	0.0%	50.0%	0.0%	1.4%	0.0%	0.0%	1.1%	0.0%	0.0%	0.0%	0.9%	0.7%	0.0%	1.0%		

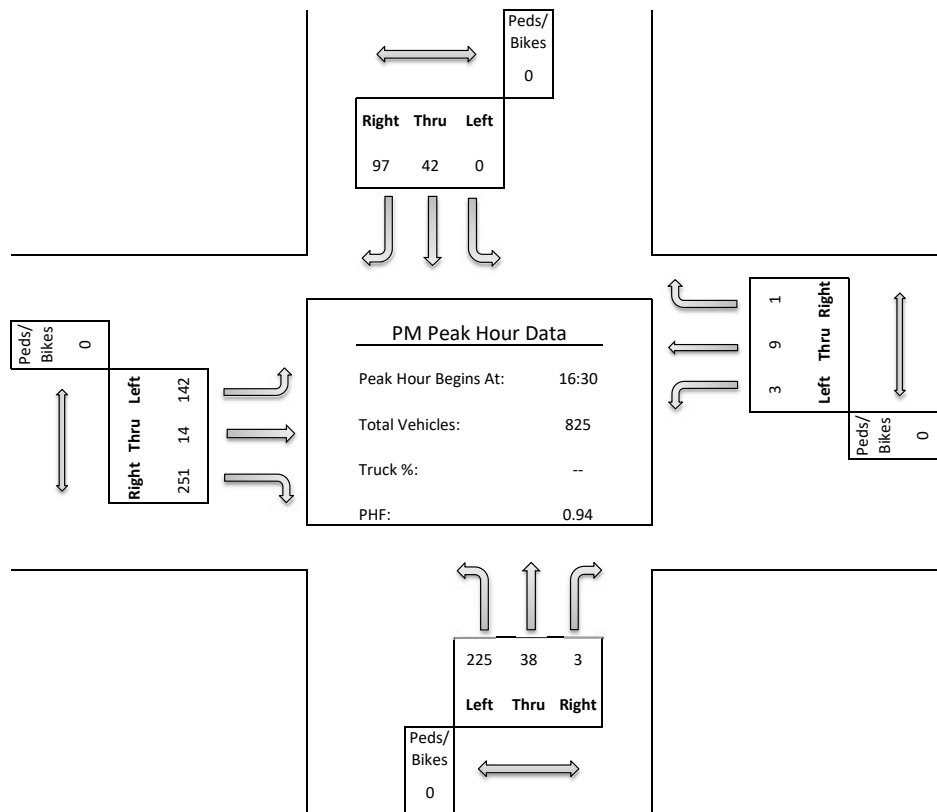


Intersection: Dodge St & Elk Hills Dr
Date: Thursday, June 26, 2025
Duration: 6:00-19:00
Rainy, 70° F

Site Code: 5
Ref Pt: All Way Stop
Page No: 3 of 3

All Vehicles (Cars & Trucks) Printed

Start Time	Dodge St Southbound						Elk Hills Dr Westbound						Dodge Ave Northbound						School St Eastbound						Int. Veh. Total	Int. Ped/ Bike Total
	U-Turn	Left	Thru	Right	App. Total	Peds/ Bikes	U-Turn	Left	Thru	Right	App. Total	Peds/ Bikes	U-Turn	Left	Thru	Right	App. Total	Peds/ Bikes	U-Turn	Left	Thru	Right	App. Total	Peds/ Bikes		
16:30	--	--	9	25	34	--	--	--	1	1	2	--	--	61	12	1	74	--	1	33	5	54	93	--	203	--
16:45	--	--	17	14	31	--	--	1	5	--	6	--	--	53	8	--	61	--	--	34	1	71	106	--	204	--
17:00	--	--	8	31	39	--	--	1	2	--	3	--	--	61	12	2	75	--	--	39	5	59	103	--	220	--
17:15	--	--	8	27	35	--	--	1	1	--	2	--	--	50	6	--	56	--	--	35	3	67	105	--	198	--
Hour Total	--	--	42	97	139	--	--	3	9	1	13	--	--	225	38	3	266	--	1	141	14	251	407	--	825	--
% of App.	0.0%	0.0%	30.2%	69.8%			0.0%	23.1%	69.2%	7.7%			0.0%	84.6%	14.3%	1.1%			0.2%	34.6%	3.4%	61.7%				
% of Total	0.0%	0.0%	5.1%	11.8%	16.8%	--	0.0%	0.4%	1.1%	0.1%	1.6%	--	0.0%	27.3%	4.6%	0.4%	32.2%	--	0.1%	17.1%	1.7%	30.4%	####	--		
Cars Total	--	--	42	97	139	--	--	3	9	1	13	--	--	225	38	3	266	--	1	141	14	251	407	--	825	--
Cars % of Movement	0.0%	0.0%	100%	100%	100%	--	0.0%	100%	100%	100%	100%	--	0.0%	100%	100%	100%	100%	--	100%	100%	100%	100%	100%	--	100%	--
Trucks Total	--	--	--	--	0	--	--	--	--	--	0	--	--	--	--	--	0	--	--	--	--	--	0	--	--	--
Trucks % of Movement	0.0%	0.0%	0.0%	0.0%	0.0%	--	0.0%	0.0%	0.0%	0.0%	0.0%	--	0.0%	0.0%	0.0%	0.0%	0.0%	--	0.0%	0.0%	0.0%	0.0%	0.0%	--	--	--



Intersection: Evans St & 193rd Ave
 Date: Thursday, June 26, 2025
 Duration: 6:00-19:00

Site Code: 10
 Ref Pt: All Way Stop
 Page No: 1 of 3

All Vehicles (Cars & Trucks) Printed

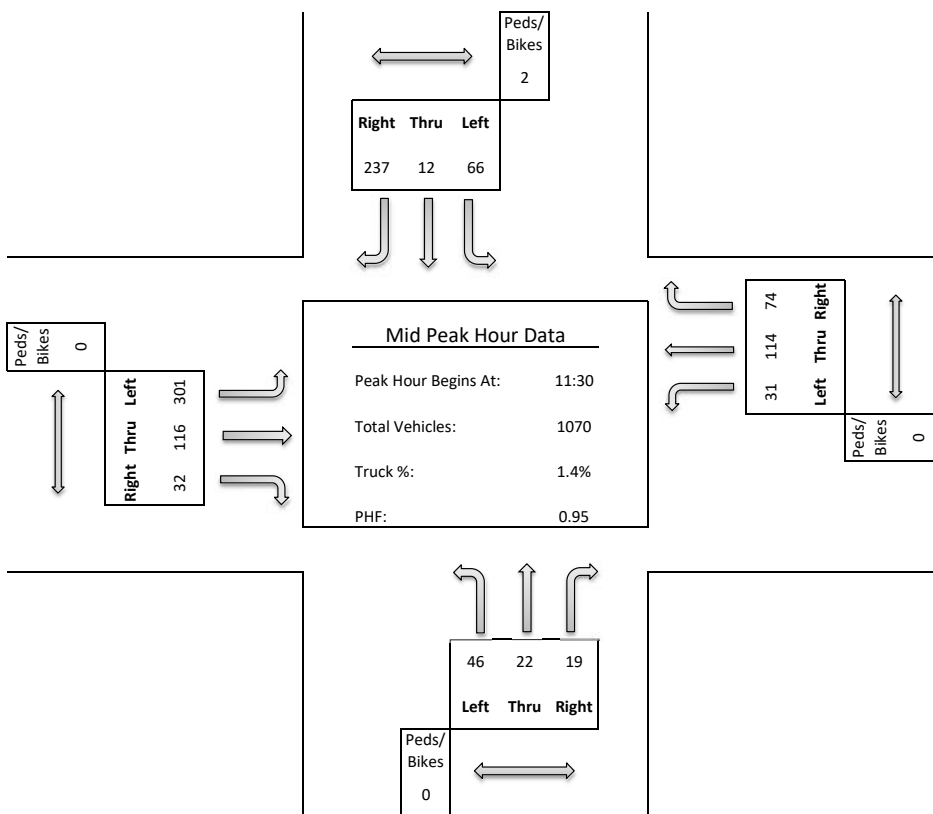
	Evans St Southbound						193rd Ave Westbound						Evans St Northbound						Evans St Eastbound						Int. Veh. Total	Int. Ped/ Bike Total
Start Time	U-Turn	Left	Thru	Right	App. Total	Peds/ Bikes	U-Turn	Left	Thru	Right	App. Total	Peds/ Bikes	U-Turn	Left	Thru	Right	App. Total	Peds/ Bikes	U-Turn	Left	Thru	Right	App. Total	Peds/ Bikes		
6:00	--	1	1	11	13	--	--	1	21	1	23	--	--	1	1	--	2	--	1	5	6	1	13	--	51	--
6:15	--	--	2	16	18	--	--	1	20	5	26	--	--	3	--	1	4	--	1	10	6	3	20	--	68	--
6:30	--	2	--	16	18	--	--	2	23	3	28	--	--	4	--	--	4	--	--	10	12	6	28	--	78	--
6:45	--	4	--	11	15	--	--	3	25	1	29	--	--	5	2	1	8	--	--	10	10	5	25	--	77	--
Hour Total	--	7	3	54	64	--	--	7	89	10	106	--	--	13	3	2	18	--	2	35	34	15	86	--	274	--
7:00	--	2	2	21	25	--	--	7	31	6	44	--	--	11	2	--	13	--	--	16	10	14	40	--	122	--
7:15	--	5	5	17	27	--	--	8	33	12	53	--	--	13	3	1	17	--	1	28	21	12	62	--	159	--
7:30	--	5	2	22	29	--	--	7	45	9	61	--	--	21	3	2	26	--	--	21	19	17	57	--	173	--
7:45	--	6	4	33	43	--	--	7	34	10	51	1	--	10	2	3	15	--	--	32	17	18	67	--	176	1
Hour Total	--	18	13	93	124	--	--	29	143	37	209	1	--	55	10	6	71	--	1	97	67	61	226	--	630	1
8:00	--	9	5	19	33	--	--	6	26	8	40	--	--	11	1	1	13	--	--	30	15	9	54	--	140	--
8:15	--	5	1	24	30	--	--	3	15	5	23	--	--	15	1	3	19	--	--	40	19	13	72	--	144	--
8:30	--	6	1	25	32	--	--	4	25	10	39	1	--	9	3	3	15	--	--	36	13	6	55	--	141	1
8:45	--	6	2	33	41	--	--	5	32	9	46	1	--	6	--	2	8	--	--	47	13	9	69	--	164	1
Hour Total	--	26	9	101	136	--	--	18	98	32	148	2	--	41	5	9	55	--	--	153	60	37	250	--	589	2
9:00	--	7	3	31	41	--	--	2	25	15	42	--	--	6	4	2	12	--	--	48	23	5	76	--	171	--
9:15	--	14	1	31	46	--	--	3	20	11	34	--	--	8	4	2	14	--	--	51	20	12	83	--	177	--
9:30	--	12	4	46	62	1	--	2	22	12	36	--	--	9	1	1	11	--	--	49	17	5	71	--	180	1
9:45	--	9	2	40	51	--	--	3	18	17	38	--	--	11	3	4	18	--	--	45	17	12	74	--	181	--
Hour Total	--	42	10	148	200	1	--	10	85	55	150	--	--	34	12	9	55	--	--	193	77	34	304	--	709	1
10:00	--	13	2	43	58	--	--	2	21	10	33	1	--	16	--	2	18	--	--	51	13	7	71	--	180	1
10:15	--	10	5	38	53	--	--	4	21	14	39	--	--	15	3	3	21	--	--	65	26	2	93	--	206	--
10:30	--	11	4	50	65	--	--	1	19	10	30	--	--	7	2	2	11	--	--	71	14	6	91	--	197	--
10:45	--	13	6	40	59	--	--	6	25	13	44	--	--	13	6	6	25	--	--	67	26	11	104	--	232	--
Hour Total	--	47	17	171	235	--	--	13	86	47	146	1	--	51	11	13	75	--	--	254	79	26	359	--	815	1
11:00	--	12	2	62	76	--	--	3	22	18	43	2	--	8	3	1	12	--	--	65	31	15	111	--	242	2
11:15	--	14	3	39	56	--	--	7	21	25	53	--	--	16	9	4	29	--	2	58	23	8	91	--	229	--
11:30	--	12	1	69	82	--	--	6	33	24	63	--	--	14	3	2	19	--	--	78	34	5	117	--	281	--
11:45	--	20	2	59	81	--	--	8	30	17	55	--	--	9	7	7	23	--	3	77	31	11	122	--	281	--
Hour Total	--	58	8	229	295	--	--	24	106	84	214	2	--	47	22	14	83	--	5	278	119	39	441	--	1033	2
12:00	--	18	6	53	77	1	--	10	28	19	57	--	--	17	7	4	28	--	--	75	28	8	111	--	273	1
12:15	--	16	3	56	75	1	--	7	23	14	44	--	--	6	5	6	17	--	1	67	23	8	99	--	235	1
12:30	--	11	5	62	78	--	--	4	24	15	43	2	--	21	2	5	28	1	--	81	29	8	118	--	267	3
12:45	--	19	5	52	76	--	--	2	31	17	50	--	--	23	5	6	34	--	--	66	18	17	101	--	261	--
Hour Total	--	64	19	223	306	2	--	23	106	65	194	2	--	67	19	21	107	1	1	289	98	41	429	--	1036	5
13:00	--	14	6	55	75	--	--	2	29	11	42	--	--	11	6	3	20	--	--	61	20	10	91	--	228	--
13:15	--	20	5	41	66	--	--	4	22	13	39	--	--	14	2	4	20	--	--	57	25	3	85	--	210	--
13:30	--	13	--	65	78	--	1	3	22	14	40	--	--	10	5	2	17	--	--	68	20	10	98	--	233	--
13:45	--	14	3	49	66	--	--	3	33	15	51	--	--	17	2	1	20	--	1	74	27	10	112	--	249	--
Hour Total	--	61	14	210	285	--	1	12	106	53	172	--	--	52	15	10	77	--	1	260	92	33	386	--	920	--
14:00	--	16	3	51	70	--	--	5	14	18	37	--	--	8	1	2	11	--	--	65	27	6	98	--	216	--
14:15	--	13	6	55	74	--	--	6	21	17	44	--	--	12	7	7	26	--	1	64	33	8	106	--	250	--
14:30	--	10	3	50	63	--	--	3	38	20	61	--	--	14	5	3	22	--	1	62	32	7	102	--	248	--
14:45	--	24	2	48	74	--	--	4	24	26	54	--	--	8	5	4	17	--	1	100	33	13	147	2	292	2
Hour Total	--	63	14	204	281	--	--	18	97	81	196	--	--	42	18	16	76	--	3	291	125	34	453	2	1006	2
15:00	--	16	1	58	75	--	--	2	18	12	32	--	--	23	--	3	26	--	--	86	24	7	117	--	250	--
15:15	--	23	2	48	73	--	--	3	28	24	55	--	--	18	3	4	25	--	2	80	41	11	134	--	287	--
15:30	--	28	1	51	80	--	--	6	31	16	53	--	--	25	4	1	30	--	1	73	42	18	134	--	297	--
15:45	--	23	2	43	68	--	--	7	32	15	54	--	--	30	4	5	39	--	2	79	39	13	133	--	294	--
Hour Total	--	90	6	200	296	--	--	18	109	67	194	--	--	96	11	13	120	--	5	318	146	49	518	--	1128	--
16:00	--	16	5	55	76	1	--	9	30	11	50	--	--	25	11	8	44	--	--	86	48	15	149	--	319	1
16:15	--	21	4	57	82	--	--	9	47	14	70	--	--	15	4	16	35	--	--	96	50	19	165	--	352	--
16:30	--	13	4	47	64	--	--	3	32	14	49	1	--	24	6	6	36	1	2	75	43	15	135	--	284	2
16:45	--	19	4	50	73	--	--	4	33	25	62	--	--	25	5	8	38	--	--	93	44	20	157	--	330	--
Hour Total	--	69	17	209	295	1	--	25	142	64	231	1	--	89	26	38	153	1	2	350	185	69	606	--	1285	3
17:00	--	26	7	48	81	--	--	7	23	24	54	--	--	28	5	6	39	--	1	97	31	12	141	--	315	--
17:																										

Intersection: Evans St & 193rd Ave
Date: Thursday, June 26, 2025
Duration: 6:00-19:00

Site Code: 10
Ref Pt: All Way Stop
Page No: 2 of 3

All Vehicles (Cars & Trucks) Printed

Start Time	Evans St Southbound						193rd Ave Westbound						Evans St Northbound						Evans St Eastbound						Int. Veh. Total	Int. Ped/ Bike Total
	U-Turn	Left	Thru	Right	App. Total	Peds/ Bikes	U-Turn	Left	Thru	Right	App. Total	Peds/ Bikes	U-Turn	Left	Thru	Right	App. Total	Peds/ Bikes	U-Turn	Left	Thru	Right	App. Total	Peds/ Bikes		
11:30	--	12	1	69	82	--	--	6	33	24	63	--	--	14	3	2	19	--	--	78	34	5	117	--	281	--
11:45	--	20	2	59	81	--	--	8	30	17	55	--	--	9	7	7	23	--	3	77	31	11	122	--	281	--
12:00	--	18	6	53	77	1	--	10	28	19	57	--	--	17	7	4	28	--	--	75	28	8	111	--	273	1
12:15	--	16	3	56	75	1	--	7	23	14	44	--	--	6	5	6	17	--	1	67	23	8	99	--	235	1
Hour Total	--	66	12	237	315	2	--	31	114	74	219	--	--	46	22	19	87	--	4	297	116	32	449	--	1070	2
% of App.	0.0%	21.0%	3.8%	75.2%			0.0%	14.2%	52.1%	33.8%			0.0%	52.9%	25.3%	21.8%			0.9%	66.1%	25.8%	7.1%				
% of Total	0.0%	6.2%	1.1%	22.1%	29.4%	####	0.0%	2.9%	10.7%	6.9%	20.5%	0.0%	0.0%	4.3%	2.1%	1.8%	8.1%	0.0%	0.4%	27.8%	10.8%	3.0%	42.0%	0.0%		
Cars Total	--	65	12	231	308	--	--	31	113	73	217	--	--	45	22	19	86	--	4	293	115	32	444	--	1055	--
Cars % of Movement	0.0%	98.5%	100%	97.5%	97.8%	--	0.0%	100%	99.1%	98.6%	99.1%	--	0.0%	97.8%	100%	100%	98.9%	--	100%	98.7%	99.1%	100%	98.9%	--	98.6%	--
Trucks Total	--	1	--	6	7	2	--	--	1	1	2	--	--	1	--	--	1	--	--	4	1	--	5	--	15	2
Trucks % of Movement	0.0%	1.5%	0.0%	2.5%	2.2%	####	0.0%	0.0%	0.9%	1.4%	0.9%	0.0%	0.0%	2.2%	0.0%	0.0%	1.1%	0.0%	0.0%	1.3%	0.9%	0.0%	1.1%	0.0%	1.4%	



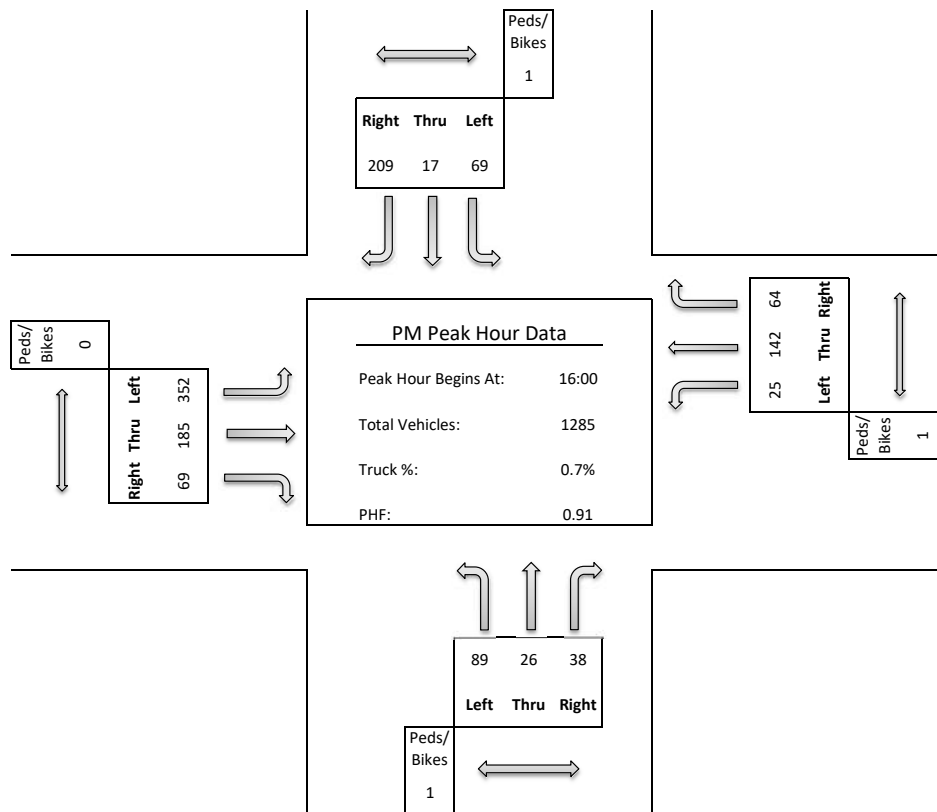
Intersection: Evans St & 193rd Ave
Date: Thursday, June 26, 2025
Duration: 15:00-18:00

Rainy, 70° F

Site Code: 10
Ref Pt: All Way Stop
Page No: 3 of 3

All Vehicles (Cars & Trucks) Printed

Start Time	Evans St Southbound						193rd Ave Westbound						Evans St Northbound						Evans St Eastbound						Int. Veh. Total	Int. Ped/ Bike Total
	U-Turn	Left	Thru	Right	App. Total	Peds/ Bikes	U-Turn	Left	Thru	Right	App. Total	Peds/ Bikes	U-Turn	Left	Thru	Right	App. Total	Peds/ Bikes	U-Turn	Left	Thru	Right	App. Total	Peds/ Bikes		
16:00	--	16	5	55	76	1	--	9	30	11	50	--	--	25	11	8	44	--	--	86	48	15	149	--	319	1
16:15	--	21	4	57	82	--	--	9	47	14	70	--	--	15	4	16	35	--	--	96	50	19	165	--	352	--
16:30	--	13	4	47	64	--	--	3	32	14	49	1	--	24	6	6	36	1	2	75	43	15	135	--	284	2
16:45	--	19	4	50	73	--	--	4	33	25	62	--	--	25	5	8	38	--	--	93	44	20	157	--	330	--
Hour Total	--	69	17	209	295	1	--	25	142	64	231	1	--	89	26	38	153	1	2	350	185	69	606	--	1285	3
% of App.	0.0%	23.4%	5.8%	70.8%			0.0%	10.8%	61.5%	27.7%			0.0%	58.2%	17.0%	24.8%			0.3%	57.8%	30.5%	11.4%				
% of Total	0.0%	5.4%	1.3%	16.3%	23.0%	33.3%	0.0%	1.9%	11.1%	5.0%	18.0%	33.3%	0.0%	6.9%	2.0%	3.0%	11.9%	33.3%	0.2%	27.2%	14.4%	5.4%	####	0.0%		
Cars Total	--	69	17	206	292	--	--	25	142	63	230	--	--	89	26	38	153	--	2	346	184	69	601	--	1276	--
Cars % of Movement	0.0%	100%	100%	98.6%	99.0%	--	0.0%	100%	100%	98.4%	99.6%	--	0.0%	100%	100%	100%	100%	--	100%	98.9%	99.5%	100%	####	--	99.3%	
Trucks Total	--	--	--	3	3	1	--	--	--	1	1	1	--	--	--	--	0	1	--	4	1	--	5	--	9	3
Trucks % of Movement	0.0%	0.0%	0.0%	1.4%	1.0%	33.3%	0.0%	0.0%	0.0%	1.6%	0.4%	33.3%	0.0%	0.0%	0.0%	0.0%	0.0%	33.3%	0.0%	1.1%	0.5%	0.0%	0.8%	0.0%	0.7%	





Request for Action

To
City Council

Item Number
12.1

Meeting Date
September 15, 2025

Prepared By
Lori Stich, Finance Manager

Item Description
August Financial Reports

Reviewed by
Lori Stich
Joe Stremcha
Cal Portner
Tina Allard

Action Requested
Information only.

Background/Discussion

This report is designed to provide summary information regarding the overall level of revenues and expenditures in the General Fund, the Multipurpose Facility Special Revenue Fund, and the Enterprise Funds. These funds provide an important picture of the city's financial health.

For the month of August, actual revenues (excluding property taxes and transfers in) and expenditures should run about 67% of the annual budget. It is natural for some of the items to vary from month to month, such as exceeding budget for Supplies but being below budget for Services. This is not considered serious as long as the total expenditure budget amount is not overspent. Significant variances from budget are highlighted below accompanied by a general discussion of the variance.

General Fund

Revenues:

- License & permit collections are 78% of budget estimates. August collections were primarily building-related permits.
- Charges for services are about 75% of estimates with plan check fees and recreation fees making up the majority of August collections.
- Transfers in consist of ERMU's 4% July monthly electric revenues.

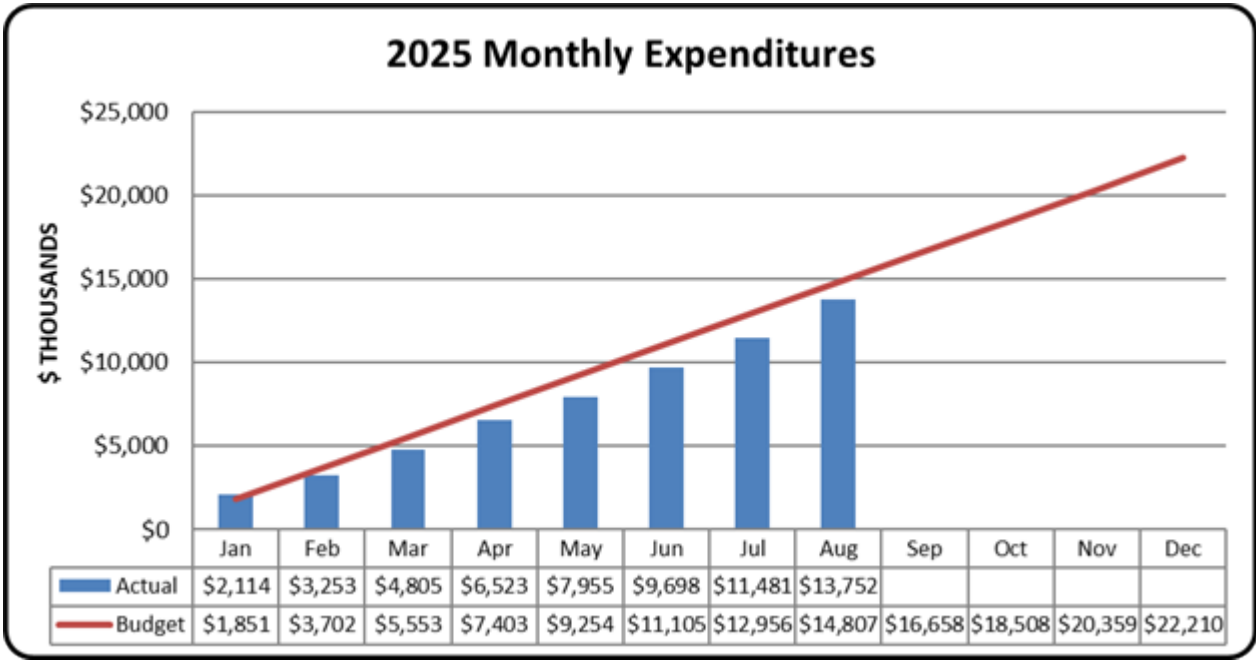
Expenditures:

- Total departmental expenditures are about 62% of budget. Most departments are within or below budget estimates.

The Elk River Vision

A welcoming community with revolutionary and spirited resourcefulness, exceptional service, and community engagement that encourages and inspires prosperity





FT Center

Through the end of August, expenditures of \$1,186,534 exceed revenues of \$1,042,434 by \$144,099. The majority of August collections consist of ice rentals, facility rentals, and recreation fees, while expenditures are primarily attributable to personal services, utilities, and fieldhouse improvements.

Financial Impact

N/A

Mission/Policy/Goal

Responsible for every dollar - good stewards.

Attachments

- 1. 08-2025 General Fund
- 2. 08-2025 FTCenter Budget to Actual
- 3. 08-2025 Enterprise Funds

General Fund

As of:

8/31/2025**67.00% OF YEAR COMPLETED****REVENUES****Budget****YTD Actual****% of budget****Budget Balance****Taxes**

101-3-0000-3111	Current Ad Valorem Taxes	15,626,050.00	8,025,706.36	51.36%	7,600,343.64
101-3-0000-3112	Delinquent Ad Valorem Taxes	0.00	56,048.69	0.00%	(56,048.69)
101-3-0000-3121	Gravel Tax	225,000.00	15,289.91	6.80%	209,710.09
101-3-0000-3131	Penalties/Interest	0.00	3,322.56	0.00%	(3,322.56)
Total Taxes		15,851,050.00	8,100,367.52	51.10%	7,750,682.48

Licenses & Permits

101-3-0000-3211	Liquor License	82,000.00	80,861.25	98.61%	1,138.75
101-3-0000-3212	THC License	5,000.00	800.00	16.00%	4,200.00
101-3-0000-3213	Cigarette License	4,000.00	300.00	7.50%	3,700.00
101-3-0000-3214	Rental License	65,000.00	22,490.00	34.60%	42,510.00
101-3-0000-3216	Mining License	26,000.00	27,006.10	103.87%	(1,006.10)
101-3-0000-3217	Garbage Hauler License	2,500.00	580.00	23.20%	1,920.00
101-3-0000-3218	Other Business License/Permit	16,000.00	12,740.00	79.63%	3,260.00
101-3-0000-3229	NPDES Permit	23,000.00	12,775.00	55.54%	10,225.00
101-3-0000-3231	Building Permit	550,000.00	411,811.70	74.87%	138,188.30
101-3-0000-3232	Plumbing/Heating Permit	175,000.00	153,314.92	87.61%	21,685.08
101-3-0000-3233	Permit Surcharge	700.00	2,517.15	359.59%	(1,817.15)
101-3-0000-3235	Animal License	0.00	425.00	0.00%	(425.00)
101-3-0000-3237	Other Non-Business Lic/Permit	25,000.00	36,364.24	145.46%	(11,364.24)
Total Licenses & Permits		974,200.00	761,985.36	78.22%	212,214.64

Intergovernmental Revenue

101-3-0000-3322	MV Credit	6,000.00	0.00	0.00%	6,000.00
101-3-0000-3323	Fire State Aid	275,000.00	0.00	0.00%	275,000.00
101-3-0000-3325	Police 2% Aid	414,000.00	0.00	0.00%	414,000.00
101-3-0000-3326	Police Training Reimb	35,000.00	31,821.75	90.92%	3,178.25
101-3-0000-3329	State Crime Prevention Grant	48,000.00	54,352.04	113.23%	(6,352.04)
101-3-0000-3330	Other State Grants	0.00	25,640.14	0.00%	(25,640.14)
Total Intergovernmental Revenue		778,000.00	111,813.93	14.37%	666,186.07

Charges for Services

101-3-0000-3412	Planning & Zoning Fees	25,000.00	35,497.32	141.99%	(10,497.32)
101-3-0000-3413	Plan Check Fee	230,000.00	187,215.23	81.40%	42,784.77
101-3-0000-3415	Special Assessment Search	500.00	180.00	36.00%	320.00
101-3-0000-3417	Copies	1,500.00	867.82	57.85%	632.18
101-3-0000-3418	Other General Govt Services	0.00	57.25	0.00%	(57.25)
101-3-0000-3430	Lockout Fees	3,500.00	1,360.00	38.86%	2,140.00
101-3-0000-3431	Police Services	46,000.00	19,397.69	42.17%	26,602.31
101-3-0000-3432	School Liaison	185,000.00	195,383.56	105.61%	(10,383.56)
101-3-0000-3434	Animal Impound Fee	500.00	600.00	120.00%	(100.00)
101-3-0000-3436	Fire Contracts	465,750.00	253,422.01	54.41%	212,327.99
101-3-0000-3437	Fire Services	3,000.00	0.00	0.00%	3,000.00
101-3-0000-3438	Fire Inspections	0.00	10.14	0.00%	(10.14)
101-3-0000-3451	Street Services	35,000.00	19,232.09	54.95%	15,767.91
101-3-0000-3452	Engineering Services Reimb	20,000.00	8,841.75	44.21%	11,158.25
101-3-0000-3461	Recreation Fees	52,500.00	45,592.56	86.84%	6,907.44
101-3-0000-3462	Sr Center Activities	47,500.00	34,471.57	72.57%	13,028.43
101-3-0000-3463	Farmer's Market	15,000.00	41,539.00	276.93%	(26,539.00)
101-3-0000-3469	Elk RiverFest	20,000.00	7,915.00	39.58%	12,085.00

101-3-0000-3472	Park Use Fee	76,900.00	69,346.09	90.18%	7,553.91
101-3-0000-3475	Building Rent	0.00	275.00	0.00%	(275.00)
101-3-0000-3483	Sewer Inspection Fee	15,000.00	11,690.00	77.93%	3,310.00
101-3-0000-3484	Contractor License Check	1,200.00	858.31	71.53%	341.69
Total Charges for Services		1,243,850.00	933,752.39	75.07%	310,097.61
Fines & Forfeits					
101-3-0000-3510	Court Fines	155,000.00	89,262.62	57.59%	65,737.38
Total Fines & Forfeits		155,000.00	89,262.62	57.59%	65,737.38
Other Revenue					
101-3-0000-3621	Interest Income	175,000.00	82,508.93	47.15%	92,491.07
101-3-0000-3625	Refunds & Reimbursements	150,000.00	293,506.63	195.67%	(143,506.63)
101-3-0000-3626	Contributions	26,000.00	26,000.00	100.00%	0.00
101-3-0000-3629	Miscellaneous Revenue	10,000.00	14,045.58	140.46%	(4,045.58)
Total Other Revenue		361,000.00	416,061.14	115.25%	(55,061.14)
Transfers In					
101-3-0000-3926	Transfer-Capital Outlay Reserv	95,000.00	95,000.00	100.00%	0.00
101-3-0000-3942	Transfer-WWTS	180,000.00	180,000.00	100.00%	0.00
101-3-0000-3943	Transfer-Liquor	850,000.00	850,000.00	100.00%	0.00
101-3-0000-3944	Transfer-Garbage	60,000.00	60,000.00	100.00%	0.00
101-3-0000-3945	Transfer-Utilities	1,450,000.00	880,989.42	60.76%	569,010.58
101-3-0000-3946	Transfer-Stormwater	125,000.00	125,000.00	100.00%	0.00
101-3-0000-3948	Transfer-EDA	48,000.00	48,000.00	100.00%	0.00
101-3-0000-3949	Transfer-HRA	39,000.00	39,000.00	100.00%	0.00
Total Transfers In		2,847,000.00	2,277,989.42	80.01%	569,010.58
TOTAL GENERAL FUND REVENUES		22,210,100.00	12,691,232.38	57.14%	9,518,867.62

General Fund

As of:

8/31/2025

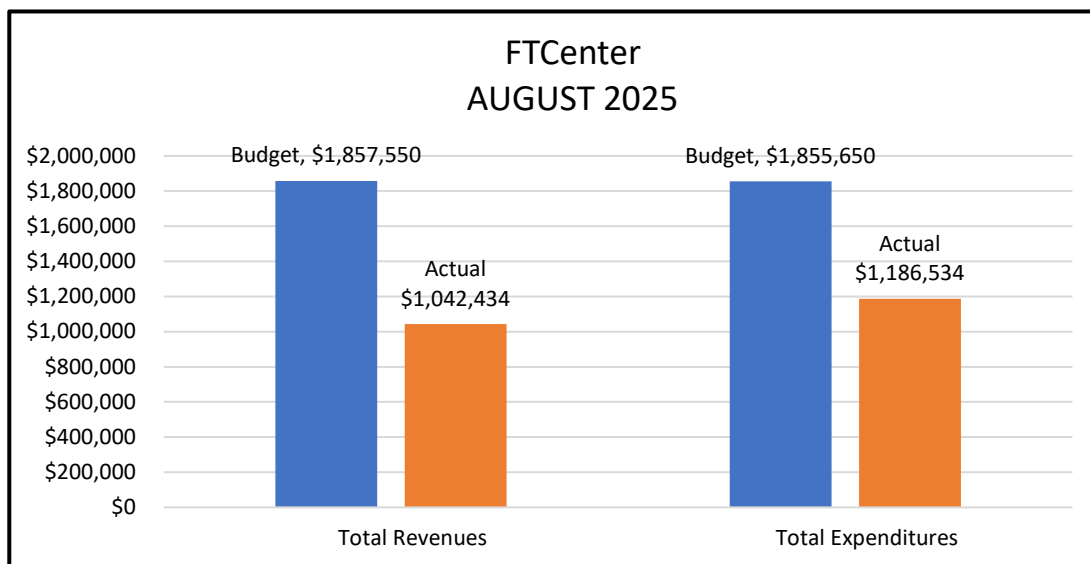
67.00% OF YEAR COMPLETED

EXPENDITURE SUMMARY

	<u>Budget</u>	<u>YTD Actual</u>	<u>% of budget</u>	<u>Budget Balance</u>
<u>General Government</u>				
City Council	233,000.00	153,134.83	65.72%	79,865.17
Communications	522,150.00	321,633.01	61.60%	200,516.99
Administrative Services	727,050.00	438,747.27	60.35%	288,302.73
Human Resources	456,150.00	295,238.18	64.72%	160,911.82
Elections	6,800.00	6,305.86	92.73%	494.14
Finance	850,250.00	599,438.34	70.50%	250,811.66
Information Technology	748,200.00	438,845.55	58.65%	309,354.45
Legal	300,000.00	186,186.73	62.06%	113,813.27
Community Development	0.00	0.00	0.00%	0.00
Planning	504,750.00	349,042.85	69.15%	155,707.15
Building Maintenance	1,151,350.00	683,702.62	59.38%	467,647.38
Total General Government	5,499,700.00	3,472,275.24	63.14%	2,027,424.76
<u>Public Safety</u>				
Police Administration	1,257,000.00	869,370.24	69.16%	387,629.76
Patrol	3,992,500.00	2,439,200.29	61.09%	1,553,299.71
Investigations	1,523,350.00	991,486.57	65.09%	531,863.43
Police Support Services	1,002,750.00	601,214.99	59.96%	401,535.01
Police Reserves	16,550.00	3,584.62	21.66%	12,965.38
Public Safety Building	236,150.00	141,831.61	60.06%	94,318.39
Fire Administration	1,405,400.00	748,628.96	53.27%	656,771.04
Fire Operations	658,900.00	456,612.15	69.30%	202,287.85
Emergency Management	32,150.00	19,543.16	60.79%	12,606.84
Building Safety	648,400.00	400,974.22	61.84%	247,425.78
Code Enforcement	132,900.00	82,416.71	62.01%	50,483.29
Environmental	57,800.00	42,031.48	72.72%	15,768.52
Total Public Safety	10,963,850.00	6,796,895.00	61.99%	4,166,955.00
<u>Public Works</u>				
Street Maintenance	1,778,350.00	979,848.96	55.10%	798,501.04
Snow Removal	380,650.00	228,946.82	60.15%	151,703.18
Equipment Services	428,700.00	268,707.61	62.68%	159,992.39
Engineering	382,100.00	251,646.67	65.86%	130,453.33
Total Public Works	2,969,800.00	1,729,150.06	58.22%	1,240,649.94
<u>Culture & Recreation</u>				
Parks Department	1,736,000.00	1,037,762.87	59.78%	698,237.13
Parks & Rec Admin	576,100.00	363,358.25	63.07%	212,741.75
Recreation Programs	146,550.00	123,873.38	84.53%	22,676.62
Farmers Market	61,850.00	48,490.47	78.40%	13,359.53
Sr Citizen Programs	216,050.00	140,026.33	64.81%	76,023.67
Total Culture & Recreation	2,736,550.00	1,713,511.30	62.62%	1,023,038.70
<u>Economic Development</u>				
Economic Development	0.00	40,286.60	0.00%	(40,286.60)
Energy City	40,200.00	0.00	0.00%	40,200.00
Total Economic Development	40,200.00	40,286.60	100.22%	(86.60)
TOTAL GENERAL FUND EXPENDITURES	22,210,100.00	13,752,118.20	61.92%	8,457,981.80
REVENUES OVER/(UNDER) EXPENDITURES	0.00	(1,060,885.82)		1,060,885.82

**CITY OF ELK RIVER
FTCENTER - BUDGET TO ACTUAL
MONTH ENDED AUGUST 31, 2025**

	Current Budget	Year to Date Actual	% of Budget
Revenues:			
Ice Rental	\$861,000	\$441,080	51.23%
Admissions	6,000	10,493	174.89%
Dry Floor Events/Craft Shows	0	0	0.00%
Facility Rental	245,400	148,532	60.53%
Advertising/Naming Rights/Sponsorships	192,550	101,276	52.60%
Recreation fees (Skating/Hockey)	160,000	112,056	70.04%
Concessions/catering/vending	363,000	210,884	58.09%
Other Revenues (interest, etc.)	29,600	18,114	61.20%
Total Revenues	\$1,857,550	\$1,042,434	56.12%
Operating expenses:			
Personal services	\$930,900	\$592,723	63.67%
Supplies	197,550	115,862	58.65%
Other service charges	585,450	363,148	62.03%
Capital Outlay	141,750	114,801	80.99%
Total Expenditures	\$1,855,650	\$1,186,534	63.94%
Revenues over/(under) expenditures	\$1,900	(\$144,099)	



CITY OF ELK RIVER
ENTERPRISE FUNDS - BUDGET TO ACTUAL
MONTH ENDED AUGUST 31, 2025

	Liquor			Sewer			Garbage			Stormwater		
	Current Budget	Year to Date Actual	% of Budget	Current Budget	Year to Date Actual	% of Budget	Current Budget	Year to Date Actual	% of Budget	Current Budget	Year to Date Actual	% of Budget
Sales and cost of sales:												
Sales	\$ 8,640,000	\$ 5,666,232	65.58%									
Cost of sales	(6,235,750)	(3,766,019)	60.39%									
Gross profit	2,404,250	1,900,214	79.04%									
Operating revenues:												
User charges	-	-	-	\$ 2,745,000	\$ 1,723,121	62.77%	\$ 2,070,000	\$ 1,161,832	56.13%	\$ 675,000	\$ 394,189	58.40%
Delinquency collections	-	-	-	1,500	1,422	94.80%	-	1,013	-	-	45	-
Other	9,000	3,192	35.46%	195,000	112,253	57.57%	-	-	-	-	-	-
Total operating revenues	9,000	3,192	35.46%	2,941,500	1,836,795	62.44%	2,070,000	1,162,845	56.18%	675,000	394,234	58.41%
Operating expenses:												
Personal services	1,268,300	784,491	61.85%	901,300	557,154	61.82%	29,900	13,460	45.02%	-	-	-
Supplies	31,500	8,799	27.93%	334,900	170,761	50.99%	23,250	666	2.87%	1,000	-	0.00%
Other service charges	397,650	427,100	107.41%	1,007,950	592,788	58.81%	1,844,550	1,055,991	57.25%	302,950	22,207	7.33%
Depreciation *	70,000	-	0.00%	1,710,000	-	0.00%	-	-	-	500,000	-	0.00%
Total operating expenses	1,767,450	1,220,390	69.05%	3,954,150	1,320,703	33.40%	1,897,700	1,070,117	56.39%	803,950	22,207	2.76%
Operating income (loss)	645,800	683,016	105.76%	(1,012,650)	516,092	-50.96%	172,300	92,728	53.82%	(128,950)	372,028	-288.51%
Nonoperating revenues (expenses):												
Interest income	135,000	37,951	28.11%	135,000	114,499	84.81%	10,000	11,896	118.96%	30,000	28,761	95.87%
Interest expense/agent fees	-	-	-	(77,550)	(76,985)	99.27%	-	-	-	-	-	-
Total nonoperating revenues (expenses)	135,000	37,951	28.11%	57,450	37,514	65.30%	10,000	11,896	118.96%	30,000	28,761	95.87%
Income (loss) before contributions & transfers	780,800	720,967	92.34%	(955,200)	553,606	-57.96%	182,300	104,624	57.39%	(98,950)	400,789	-405.04%
Contributions - connection fees	-	-	-	1,000,000	806,706	80.67%	-	-	-	-	-	-
Transfers in (ARPA funds)	-	-	-	-	-	0.00%	-	-	-	-	-	-
Sale of assets	-	-	0.00%	-	-	0.00%	-	-	0.00%	-	-	0.00%
Transfers out	(1,100,000)	(1,350,000)	122.73%	(180,000)	(180,000)	100.00%	(60,000)	(60,000)	100.00%	(125,000)	(125,000)	100.00%
NET INCOME (LOSS)	(319,200)	(629,033)	197.07%	(135,200)	1,180,312	-873.01%	122,300	44,624	36.49%	(223,950)	275,789	-123.15%
Items reclassified to balance sheet at year end:												
Bond Proceeds	-	-	-	-	-	-	-	-	-	(150,000)	-	-
Capital Outlay	-	-	-	(343,000)	(202,754)	-	-	-	-	-	-	-
Bond Payment	-	-	-	(530,000)	(530,000)	-	-	-	-	-	-	-
Revenues over/(under) expenditures	(319,200)	(629,033)		(1,008,200)	447,558		122,300	44,624		(373,950)	275,789	

* Recorded at year-end