



COTTAGE GROVE CITY COUNCIL

AUGUST 3, 2022

12800 RAVINE PARKWAY SOUTH
COTTAGE GROVE, MINNESOTA 55016

REGULAR MEETING - 7:00 P.M.

COUNCIL CHAMBER

Pursuant to Minn. Stat. 13D.02 subd. 1, Councilmember Thiede will be attending remotely at the following location:

Hampton Inn & Suites Albany at Albany Mall - 2628 Dawson Road, Albany GA 31707 US

1 CALL TO ORDER

2 PLEDGE OF ALLEGIANCE

3 ROLL CALL

4 OPEN FORUM

5 ADOPTION OF AGENDA

6 PRESENTATIONS

7 CONSENT AGENDA

A Planning Commission Meeting Minutes - June 27, 2022

Staff Recommendation: Accept and place on file the minutes from June 27, 2022, Planning Commission meeting.

B Cottage Grove Athletic Association Glacial Valley Park Donation Request

Staff Recommendation: Accept donation from CGAA in the amount of \$45,000 to be used toward the purchase of an enhanced dasher board system and digital scoreboard at the Glacial Valley Park ice rink.

C Rental License Approvals

Staff Recommendation: Approve the issuance of rental licenses to the addresses listed in the attached table.

D Water and Sewer Rate Study

Staff Recommendation: Authorize the Water & Sewer rate study with Short Elliot Hendrickson.

E Summers Landing 2nd Final Street Improvements Final Payment

Staff Recommendation: Adopt Resolution 2022-110 approving Pay Request Number 2/Final to OMG Midwest Inc., DBA Minnesota Paving and Materials, for the Summers Landing 2nd Final Street Improvements in the amount of \$15,017.35.

F Environmental Impact Study - Income Contract

Staff Recommendation: Approve the Income Contract between the City of Cottage Grove and Holcim - MWR., Inc. for the proposed Mississippi Backwaters Expansion Project.

G Glacial Valley Park Building – Contract for Construction Management Services

Staff Recommendation: Authorize contract for Construction Manager at Risk with a Guaranteed Maximum Price between Kraus Anderson and the City of Cottage Grove for the construction of the Glacial Valley Park building project.

8 APPROVE DISBURSEMENTS

A Approve payments for the period of 7-20-2022 through 8-4-2022 in the amount of \$3,700,219.86.

- 9 PUBLIC HEARINGS
- 10 BID AWARDS
- 11 REGULAR AGENDA
 - A Rental License Revocation for 8520 Isle Avenue South
Staff Recommendation: Adopt Resolution 2022-109 revoking the rental license for 8520 Isle Avenue South.
- 12 COUNCIL COMMENTS AND REQUESTS
- 13 WORKSHOPS - OPEN TO PUBLIC
 - A 2023-2027 Five Year Capital Improvement Plan (CIP)
Staff Recommendation: Review 5-Year CIP
- 14 WORKSHOPS - CLOSED TO PUBLIC
- 15 ADJOURNMENT



City Council Action Request

7A

Meeting Date	8/3/2022	
Department	Community Development	
Agenda Category	Consent Agenda	
Title	Planning Commission Meeting Minutes - June 27, 2022	
Staff Recommendation	Accept and place on file the minutes from June 27, 2022, Planning Commission meeting.	
Budget Implication	N/A	
Attachments	Planning Commission Minutes 2022-06-27.tif	879.8KB

**City of Cottage Grove
Planning Commission
June 27, 2022**

A meeting of the Planning Commission was held at Cottage Grove City Hall, 12800 Ravine Parkway South, Cottage Grove, Minnesota, on Monday, June 27, 2022, in the Council Chamber and telecast on Local Government Cable Channel 16.

Call to Order

Chair Frazier called the Planning Commission meeting to order at 7:00 p.m.

Roll Call

Members Present: Ken Brittain, Jessica Fisher, Evan Frazier, Eric Knable, Derek Rasmussen, Emily Stephens, Jerret Wright

Members Absent: None

Staff Present: Mike Mroska, Senior Planner; Emily Schmitz, Senior Planner; Riley Rooney, Planning Intern; Amanda Meyer, Assistant City Engineer; Dave Thiede, City Council Liaison

Approval of Agenda

Wright made a motion to approve the agenda. Brittain seconded. The motion was approved unanimously (7-to-0 vote).

Open Forum

Frazier opened the open forum and asked if anyone wished to address the Planning Commission on any non-agenda item. No one spoke. Frazier closed the open forum.

Chair's Explanation of the Public Hearing Process

Frazier explained the purpose of the Planning Commission, which serves in an advisory capacity to the City Council, and that the City Council makes all final decisions. In addition, he explained the process of conducting a public hearing and requested that any person wishing to speak should go to the microphone and state their full name and address for the public record.

Public Hearings and Applications

6.1 Lighthouse Baptist Church – Case CUP2022-043

Lighthouse Baptist Church has applied for an amended conditional use permit and house-moving approval to relocate an existing house to the Lighthouse Baptist Church property located at 9979 80th Street South. *Continued from the May 23, 2022, Planning Commission Meeting.*

Mrosla summarized the staff report and recommended approval subject to the conditions stipulated in the staff report.

Fisher stated the well was noted on the map and asked where the current septic system and the drain field were located and how that would potentially be affected by the new utility lines coming in. Mrosla pointed out the existing drain field on the map as well as on the original site plan. He noted that it is not in the wooded area.

Frazier opened the public hearing.

Scott and Brenda Lichtenberg, 8038 Keats Avenue South, stated they have lived in their house for about 29 years. They are not opposed to the house, but do have concerns about headlights shining into the back of their house from the proposed driveway. He stated that screening was mentioned, but asked if there was an immediate solution that will block the lights once the leaves are gone, not a one-foot tall pine tree that will be a screen in 30 years or a two-foot tall fence. Brenda Lichtenberg asked if they would consider moving the house a little bit further so it would be 100 feet from the property line instead of 50 feet. She asked if the septic system was on the same side or a different side of the property.

No one else spoke. Frazier closed the public hearing.

Frazier asked Mrosla if the house that is being moved would be on City sewer and water, so it would not be affected by where the well or the septic on the property is located. Mrosla stated that is correct.

Frazier asked about the screening condition. Mrosla stated Condition 18 reads: *Prior to the issuance of a Certificate of Occupancy, the applicant shall provide additional year-round screening between the proposed dwelling and the southerly property line. Planning staff shall approve the proposed screening plan in writing, with the intent that they have this figured out before they can get a Certificate of Occupancy to occupy the structure.* Staff wants the screening to be installed before people are living there. In communications with the Church, it sounds like they are willing to do that. After speaking with the residents, a couple of ideas included installing a fence and screening with arbor vitae trees or pine trees.

Fisher made a motion to approve the conditional use permit subject to the conditions stipulated in the staff report, including Condition #18 regarding the additional screening. Wright seconded. Motion passed unanimously (7-to-0 vote).

6.2 Dish Network 81st Street Water Tank – Case CUP2022-044

Ward Development c/o Dish Wireless has applied for a conditional use permit to add three Dish Network antennas to the water tank located at 8520 81st Street South as well as installing a small equipment compound at the base.

Rooney summarized the staff report and recommended approval subject to the conditions stipulated in the staff report.

Brittain asked if the fence surrounding the equipment being mounted was part of our policy or if that was added for a particular reason. He is curious if screening would now be required for any

application such as this. Rooney stated right now the equipment has to be screened; it previously had to be put into a building, but since the equipment has changed, now it is only required to be inside a fence so the equipment is concealed from public view.

Steve Ward, Ward Development, representing Dish Wireless, 15 Park Place, Swansea, Illinois, 62226, said that their equipment is a little different than what was installed in the past, which included big equipment shelters, radios, and air conditioners. Back in the 1980s or 1990s, those were usually 12 feet by 24 feet or 12 feet by 28 feet; today, it is basically a digital service with a little bit of voice with a cabinet that is only 30 inches by 30 inches. The equipment and power cabinet will sit on a 5-foot by 7-foot pad enclosed in a 13-foot by 11-foot fenced area.

Wright stated we had a resident reach out with concerns about the wireless network and asked if there is any danger to the public from the network itself. Ward replied no, they have been issued a very narrow licensed frequency band by the FCC that they operate within and are prohibited from operating outside of that, as are all other carriers.

Frazier opened the public hearing. No one spoke. Frazier closed the public hearing.

Frazier noted, as Wright mentioned, a letter was received by staff prior to tonight's hearing from a resident, Mr. James Harmon, which will be added to the file for this application. Each of the Commissioners received a copy of that letter.

Brittain made a motion to approve the conditional use permit subject to the conditions stipulated in the staff report. Stephens seconded. Motion passed unanimously (7-to-0 vote).

6.3 Dunkin'/Baskin Robbins – Case CUP2022-046 & V2022-047

Grove-DB8, LLC has applied for a conditional use permit to allow a drive-through lane at the existing building located at 7584 80th Street South for use by Dunkin'/Baskin Robbins, and a variance to setback requirements for a dumpster enclosure.

Schmitz summarized the staff report and recommended approval subject to the conditions stipulated in the staff report.

Wright stated he went to that site the other day, and the area where the drive-through is going to be is very tight. He asked if a condition would be needed to add a stipulation of no trailers. He noted there is also a bus stop nearby, which could cause traffic issues. He asked if there is the possibility of moving the bus stop or working together to make the area a little safer. He can foresee vehicles backing up in the drive-through and going into the street. Schmitz stated the applicant could speak about how they would respond to the traffic in the drive-through, but staff had a lot of discussion with Public Works and Engineering to ensure that proposed project would work on that site. Staff is well aware that a truck and a trailer won't make the curve in the drive-through and will work with the applicant if additional signage is needed.

Frazier stated Caribou Cabin also had a really tight turn, and had to change the radius of the drive-through. It appears that Public Works has looked at this drive-through, and they're confident that there will not be an issue like that at this location. Schmitz confirmed that Public Works

Director/City Engineer Burfeind had physically driven the drive-through in his truck to make sure that it would work.

Fisher stated in addition to the bus stop, her other concern is the left turn out onto Hemingway Avenue; the intersection of Hemingway and 80th Street is very busy. She asked if potentially that exit could be a right turn only, which may help alleviate congestion at that intersection. She also suggested just limiting the right turn only to peak traffic times. Meyer stated there are warrants for signage, lights, etc. In this case, it may be just a private sign for right out only for patrons at Dunkin' during the hours of pick-up or drop-off times. She doesn't believe the City wants to put in a porkchop to force traffic to always turn right out of that parking lot, but staff will have discussions with the applicant about private signage on the hours.

Knable asked what impact the location of the trash enclosure would have on the parking spaces to the left. He stated that that the two last spots look a little tight and wondered if that would impact the number of parking spots if they had to take out any. He also asked about the ability for trash to be picked up. Schmitz responded the spaces are appropriate in size. She stated not that she had not made that driving motion herself, but it appears there is a sufficient distance to turn in. She asked the applicant to add some additional thoughts.

Frazier asked if the top red X on the screen was also a parking spot, or if that was going to be hashed non-parking. Schmitz replied she understood that is also a parking spot as it sits today, noting that they are reutilizing the existing parking lot.

Stephens asked what the space was right next to it, with the number 1 and if that was for going in and getting it emptied out. She also asked why they need the variance as maybe they could rotate the trash enclosure to get it out of the setback.

The applicant, Linda McCormick, stated they realize there are some complexities with this site, and thanked Schmitz for working with them on these things. She also thinks that those last two spots may be a little bit tight. Since their submittal, they have decided to move the trash enclosure to provide more space for cars to access those spaces. She explained that initially, they were concerned about having sufficient parking. Knable stated that answered his question.

McCormick responded to Stephens' question about pulling the dumpster enclosure out and rotating it, explaining that the proposed orientation is easier for trucks to access the dumpsters and for the trucks coming in to unload. Moving that one stall allowed them to move the entrance to the drive-through a little bit to the north, which helped to ease congestion on the site. She stated that they looked at different variations, and ultimately decided that what is proposed is the best option.

McCormick stated she was not aware of the bus stop there and asked if it was a Metro Transit or school bus stop. Frazier believes it is a school bus stop. McCormick asked exactly where the bus stop was located. Fisher responded at Hemingway and 79th, just north of the vacant lot north of the Dunkin' lot, with many kids of all ages. McCormick asked if the concern was kids walking in front of the lot. Fisher stated the added congestion was her biggest concern. Frazier stated there will be traffic, and there should be awareness of how much foot traffic there will be in that area, especially during the school year.

Wright stated he personally feels this a good business to have there, but he also thinks there are going to be more vehicles that will back up into the parking lot area that could cause some issues with foot traffic. McCormick stated they also have some concerns about the internal traffic flow, as the traffic will back up into the existing parking lot and could cause some congestion with parked cars backing out also. She understands the concerns, noting there were discussions about potentially adding an access along the north, which would change the traffic flow. She understands the engineer's point that they do not want to take a chance on backing up onto Hemingway. She explained that this will be the franchisee's eighth location, and all but one are combination Dunkin'/Baskin Robbins locations. Due to the real estate market over the last few years, they have also located into other challenging sites. At their busiest, because of their product type, it is usually a quick in and out in around one to two minutes. They do not anticipate having more than six or seven cars at any given time. During the first month or so, it may be busier as it is new, but as people frequent it more, they expect to see that calm down. They feel that this will be adequate without causing undue concerns or congestion on the site.

Wright stated he does have concerns about big vehicles going through the loop in the drive-through. McCormick stated large SUVs have gone through similar drive-throughs. If they need to make adjustments, they will probably only do it once. What has been done at other locations if they get to the drive-through and cannot make the turn, staff will bring the order out to them. At the entrance to the drive-through lane, there will be a vehicle clearance arm or height detector arm that limits vehicles to less than 9 feet, so bigger trucks would not be able to go through. McCormick also noted that their company has required minimums for drive-through lanes they have to meet.

Rasmussen asked if on the exterior of the building, they were proposing to paint and replace windows on the entire building or just the Dunkin' portion and what that would look like. McCormick responded that they will be replacing the windows and doors north of the midpoint of the building; those to the south will not be replaced yet primarily because they do not yet know what kind of tenants would be coming in. For this proposal, they are adding more window frontage. There will be a mix of painting and around each of the existing entryways and windows, and adding a composite vertical lap siding to increase the aesthetic of the building. Rasmussen asked if all four sides were getting a facelift. McCormick responded yes.

Brittain asked if they were going to own the whole building or if they were going to lease their end of it. McCormick stated Dunkin' will have a lease. Brittain asked if there were existing tenants in there; McCormick replied yes, there are currently two other tenants, one will be leaving this fall, and another one is just going in. Once their plans are finalized, they will work in conjunction with the owner on marketing efforts to attract a favorable tenant mix.

Knable asked if deliveries to Dunkin' would come on a semi-truck or a delivery truck and how they would get product into the store with how tight it is. He noted that McDonald's deliveries are by a semi-truck that blocks a portion of their drive-through lane during the early morning hours to unload. If they are unloading directly in front of the building, that would block the handicap spots, the patio, and the drive-through entrance. McCormick believes deliveries would be twice a week on a big-box truck and would pull in by the northwest corner and back up towards the back. They usually come overnight because their stores open at 6:00 a.m., so they have to be done before 5:00 a.m.

Frazier asked if the fence was going to run from the northeast corner and how far. McCormick responded the fence would go from the dumpster enclosure to the north corner. Frazier confirmed that the dumpster enclosure won't be covered by the fence but will be the starting point of the fence.

Frazier opened the public hearing. No one spoke. Frazier closed the public hearing.

Rasmussen stated the layout of the drive-through is a little bit unusual and tight, although it seems like it is really the only way that it would work at this property. He knows of two other fast-food type places in the Twin Cities that had similar drive-throughs, and while it was challenging in a truck, people learned how to navigate them and assumes that folks around here would do the same. He does not have a lot of concern about it, as it sounds like they've thought it through pretty thoroughly.

Brittain made a motion to approve the conditional use permit and variance subject to the conditions stipulated in the staff report, with the removal of Condition #7. Fisher seconded. Motion passed unanimously (7-to-0 vote).

Approval of Planning Commission Minutes of May 23, 2022

Knable made a motion to approve the minutes of the May 23, 2022, Planning Commission meeting. Wright seconded. Motion passed unanimously (7-to-0 vote).

Reports

8.1 Recap of June 2022 City Council Meetings

Schmitz provided a summary of actions taken at the June 1 and June 15, 2022, City Council meetings.

8.2 Response to Planning Commission Inquiries

None, but there was discussion about Military Trail, which was forwarded on.

8.3 Planning Commission Requests

Brittain stated that with the work just done by Washington County on County Road 19, in front of Cottage Grove Junior High School, they added a guardrail on one side of the road. He asked why the other side did not get one when both are just as steep. Meyer responded that she would find out that information and update the Commission on it.

Adjournment

Fisher made a motion to adjourn the meeting. Wright seconded. Motion passed unanimously (7-to-0 vote). The meeting was adjourned at 7:54 p.m.



City Council Action Request

7B

Meeting Date	8/3/2022	
Department	Parks and Recreation	
Agenda Category	Consent Agenda	
Title	Cottage Grove Athletic Association Glacial Valley Park Donation Request	
Staff Recommendation	Accept donation from CGAA in the amount of \$45,000 to be used toward the purchase of an enhanced dasher board system and digital scoreboard at the Glacial Valley Park ice rink.	
Budget Implication	Donation will cover increased costs of enhanced dasher board system and scoreboard.	
Attachments	Council Memo CGAA Donation.tif	3.77MB
	CGAA Donation Letter.tif	1.18MB



To: Honorable Mayor and City Council
From: Zac Dockter, Parks and Recreation Director
Cc: Jennifer Levitt, City Administrator
Date: July 26, 2022
Subject: Glacial Valley Park Donation Request

Introduction/Background

Glacial Valley Community Park is currently under construction and includes the provision of an ice hockey rink. The Cottage Grove Athletic Association has expressed interest in donating money to enhance the facility.

The current construction project calls for grading of the rink, pouring of a 12" concrete curb and adding gravel as a base material. Because rink boards are a specialty item, the purchase and installation is the responsibility of the City. Staff has maintained a budget of \$100,000 for our standard steel post and treated lumber rink system that is used in most other parks. CGAA is requesting to donate \$30,000 to upgrade this rink to UV resistant polyethylene dasher boards. This will give a similar appearance to indoor ice rink dasher board systems but are engineered to withstand outdoor elements. Chain link fencing will be used for the ends and corners above the dasher boards.

Further, CGAA has requested to donate \$15,000 towards the purchase of a digital scoreboard at the Glacial Valle Park rink. Power is already being supplied to the site as part of the current construction plans but a scoreboard is not provided nor budgeted. CGAA's request would cover the cost of the scoreboard and installation.

In return for the donation, CGAA has requested 4 hours of dedicated program use per week and two full weekends (to host mite jamborees) during each skating season. Staff believes this is a fair request and still provides ample opportunity for public enjoyment of the Glacial Valley Park ice rink outside of dedicated CGAA use.

Staff Recommendation

Accept donation from CGAA in the amount of \$45,000 to be used toward the purchase of an enhanced dasher board system and digital scoreboard at the Glacial Valley Park ice rink.

Hockey Donation Letter for Glacial Valley Park

Monday, July 18, 2022

City of Cottage Grove
12800 Ravine Pkwy S,
Cottage Grove, MN 55016

Dear City of Cottage Grove,

The Cottage Grove Athletic Association (CGAA) has expressed interest in upgrading the dasher board system & add digital scoreboard at Glacial Valley Park. In conversations with Parks and Recreation Director Zac Dockter, it is our understanding that the cost to upgrade this system from a wood system (steel frame) to a UV resistant polyethylene (steel frame) system is \$30,000. In addition, the park has the ability to add a digital scoreboard with full time, score, and penalty times for ice rink as well. The upgrade and/or added costs for the digital scoreboard is estimated at an additional \$15,000. Exact details and final specs are still to be finalized and signed off on. Both above listed upgrades totaling an estimated \$45,000. CGAA would like to donate to the City of Cottage Grove for these upgrades with the understanding the CGAA would be made available a minimum of 4 hours of scheduled weekday ice per week during the skating season to be used for youth hockey ice events. Further, CGAA would like to have the ability to host up to two (2) youth hockey jamborees on weekends at this facility to promote the great sport of hockey at this great outdoor setting of Glacial Valley Park.

We look forward to a response from Council. Should this donation request be accepted, we would like to donate half (1/2) estimated costs \$22,500 cash immediately with \$22,500 paid at the completion of the project expected fall / winter 2022.

Sincerely,



Chris Rudh
President | Cottage Grove Hockey Association a division of CGAA

Cottage Grove Athletic Association (CGAA)
7064 W Point Douglas Rd S #201,
Cottage Grove, MN 55016



City Council Action Request

7C

Meeting Date	8/3/2022	
Department	Community Development	
Agenda Category	Consent Agenda	
Title	Rental License Approvals	
Staff Recommendation	Approve the issuance of rental licenses to the addresses listed in the attached table.	
Budget Implication	N/A	
Attachments	Rental License Approvals CC Memo.tif	2.22MB
	Rental License Approvals Table.tif	86.18KB

TO: Honorable Mayor and City Council
Jennifer Levitt, City Administrator

FROM: Samantha Drewry, Code Enforcement Officer

DATE: July 29, 2022

RE: Rental License Approvals

Background/Discussion

Rental licenses are required for nonowner-occupied residential properties (City Code Title 9-13, Property Maintenance, and Title 9-14, Rental Licensing) and are issued on a biennial basis. The licensing process includes submittal of the rental license application, payment of \$180, and public criminal history report. Rental inspections are conducted on all rental properties as part of the licensing process. Once all information has been submitted and the inspection satisfactorily completed, the Council must approve the license prior to it being issued.

The properties listed in the attached table have completed the licensing process and are ready to have their licenses issued following Council approval.

Recommendation

Approve the issuance of rental licenses to the properties in the attached table.

2022 RENTAL LICENSES
CITY COUNCIL APPROVAL - AUGUST 3, 2022

RENTAL LICENSE NUMBER	PROPERTY STREET #	PROPERTY STREET NAME	PROPERTY OWNER
RENT-001378	6483	INSPIRE CIRCLE SOUTH	UPWARD AMERICA SOUTHEAST
RENT-001379	6479	INSPIRE CIRCLE SOUTH	UPWARD AMERICA SOUTHEAST



City Council Action Request

7D

Meeting Date	8/3/2022	
Department	Public Works	
Agenda Category	Consent Agenda	
Title	Water and Sewer Rate Study	
Staff Recommendation	Authorize the Water & Sewer rate study with Short Elliot Hendrickson.	
Budget Implication	\$35,210 budget implication from the water and utility funds.	
Attachments	Memo Water and Sewer Rate Study.tif	1.04MB
	Water and Sewer Rate Study Proposal.tif	5.96MB



To: Honorable Mayor and City Council
Jennifer Levitt, City Administrator

From: Ryan Burfeind, PE, Public Works Director/City Engineer

Date: July 29, 2022

Re: Authorize Water & Sewer Rate Study

Background

In 2017, the City worked with Short Elliot Hendrickson (SEH) to complete a five-year water & sewer rate study that would cover the time period of 2018-2022. The total cost for the study was \$47,200. As we approach the end of this cycle, a new five-year rate study was planned to provide guidance on rates for the period from 2023-2027. A key part of this study will be looking at the potential to construct a new Utility Division Building at the intersection of 110th Street & Ideal Ave, what the annual bond amount would be, and how rates would need to be adjusted to cover this cost. At the Council Workshop on July 20th, this process was discussed, and Council gave direction to complete the water & sewer rate study.

Discussion

As SEH completed the previous rate study, it was determined that it would be most cost effective for them to conduct this updated study as well. With the same staff working on the study, they would already have good background and understanding of our distribution systems, programs, and City policies. The City received a proposal from SEH to complete the 2023-2027 study, and this efficiency can be seen in the proposal amount of \$35,210, \$12,000 less than the study completed five years ago. Similar to the 2017 study, City staff will complete the data collection portion of the work and provide this data to SEH. Below is a list of the primary work tasks that SEH will complete. As mentioned above, determining the finance and rate impacts related to the construction of a Utility Division Building will be an important part of this study. Upon completion, a report will be produced and presented to the City Council for review.

- Review O&M costs, 5-year CIP costs, and cash flow reserves
- Review existing and future debt service
- Review historical data and determine trends, including top water users, population and connection increases
- Review large projects such as the utility division building, new water towers, wells, and major maintenance projects
- Develop five-year O&M cost projections
- Identify future replacement schedules
- Update depreciation schedules
- Establish revenue requirements
- Develop/update spreadsheets from the previous study
- Review impacts of various rate adjustments

- Complete a rate comparison with other communities
- Present final recommendations to City Council

As this is a professional service, multiple proposals are not required. Based on the cost efficiencies with utilizing SEH for this study, it is recommended that City Council authorize the 2023-2027 rate study. The costs for this study will be funded by the engineering services budget, through the water & sanitary utility fund.

Recommendation

It is recommended that the City Council authorize the Water & Sewer rate study with Short Elliot Hendrickson.



Building a Better World
for All of Us®

July 6, 2022

RE: City of Cottage Grove
Water and Sewer Rate Study
Proposal Letter
SEH No. COTTG 168298 14.00

Ryan Burfeind
Public Works Director and City Engineer
City of Cottage Grove
12800 Ravine Parkway South
Cottage Grove, MN 55016

Dear Mr. Burfeind:

The City of Cottage Grove is requesting a proposal to review the existing utility rates for its water and wastewater utilities and propose future rates for the next 5 years. The goal is to ensure water and wastewater utility rates remain equitable and fairly distribute the cost of service among all customers – residential and non-residential (commercial and industrial, municipal and institutional), while balancing the desire to maintain fees at reasonable levels with the City's near and long-term infrastructure needs.

Proposed rates will be provided in detail for the next 5 years (2023 through 2027) based on projected revenue and future capital improvements and ongoing operations and maintenance costs for the water and wastewater systems. We will work with City Staff to determine the desired level of fund balances.

A rate model (Excel spreadsheet) will be provided to the City. It will be designed with flexibility to allow the City to readily change parameters, including dates and funding of capital improvements, fluctuating operation and maintenance costs, increased revenue, etc. With these variables considered, you will be able to project the impact of rates for all users.

PROJECT APPROACH

Our approach is collaborative, working closely with the City's staff to ensure we are meeting project expectations and goals in a timely manner. This engaged approach includes the following communication, meetings, and documentation:

- **Data Request Form:** An itemized list of data to be collected by the City for the Rate Study
- **Kick-off Meeting:** Virtual, upon project initiation
- **Meeting Minutes:** Provided after meetings 1, 2 and 3 and are identified in the Work Plan
- **Virtual Meetings:** Four web-conference meetings (using GoToMeeting, Microsoft Teams, or a platform of your preference) to review and discuss data, memos, and next steps
- **Meeting Agendas/Minutes and a final Technical Memo summarizing recommendations:** Documentation provided by SEH
- **City Council Presentation:** Present and discuss recommendations of the rate study.

Engineers | Architects | Planners | Scientists

Short Elliott Hendrickson Inc., 3535 Vadnais Center Drive, St. Paul, MN 55110-3507

651.490.2000 | 800.325.2055 | 888.908.8166 fax | sehinc.com

SEH is 100% employee-owned | Affirmative Action–Equal Opportunity Employer

Outlined on the following pages is a proposed Work Plan, Project Schedule, Project Team and an estimate of resources to complete the project. The Work Plan and Project Schedule will be discussed at the Kick-off meeting and modified as required to meet the Community's needs.

WORK PLAN

Task 1. Data Collection

We will provide the City with an itemized list requesting various records and data needed for the study. Receiving the data prior to the kick-off meeting will allow us to review the historical data, identify any areas where additional information is needed and discuss issues with staff. The historical data will be used to establish trends and to set up utility rate models. Typically, three to five years of data is required to establish a trend. Once received, the data will be checked for completeness and organized into tables used to generate future rate needs.

Based on data collected and past records and information from the City staff we will first concentrate our efforts on projecting future population, system connections and metered water used (metered flow). We will also review current operation and maintenance (O&M) costs associated with the water and sewer (conveyance and treatment) systems. The evaluation of O&M costs will include labor, energy, materials, chemicals and other related costs, current depreciation schedules and the City's Capital Improvement Plan (CIP).

Water Sales

SEH will review water billing records over the last 5 years and will provide projections 5 years into the future. Data requested from billing records includes consumption of water for the billing period, account numbers, customer type along with meter size. Data will be provided in a data base format that is exportable to Microsoft Access or Excel. Similarly, water billed will be projected 5 years into the future to account for projected population growth.

Unaccounted for Water

Water that is "unaccounted for" or "lost" in the system will be estimated based on annual metered (billed) water versus metered water pumped from the wells. Unaccounted for water that is pumped but is not billed to customers because it is lost in the system (hydrant flushing, firefighting, water main breaks, leaking pipes, unmetered connections, etc.). Some unaccounted for water is normal in every system. Unaccounted for water will be quantified to determine if it is excessive.

Wastewater

The City of Cottage Grove is responsible for the operation, maintenance and replacement costs associated with the City's sanitary sewer collection system and pays set fees based on metered flow (volume) sent to the regional wastewater treatment facility (WWTF) for the Minneapolis/ St. Paul metro area which is operated and maintained by Metropolitan Council Environmental Services (MCES). The flow is domestic strength and therefore, the City is charged only on flow (volume) and not loadings which typically include carbonaceous biological oxygen demand (CBOD), total suspended solids (TSS), phosphorus, ammonia (nitrogen), fats, oils and grease (FOG) and metals.

Task 2. Project Kick-Off Meeting

A successful rate plan begins with a detailed project kick-off meeting and will be scheduled approximately one week after data has been received. The kick-off meeting has two purposes:

1. To formally introduce (re-introduce) project team members from the City and SEH.

2. To discuss and develop a solid understanding of the project issues and objectives.

These issues and objectives are expected to include:

- Review of historical data and discussion of trends
- Funding of capital projects; Utility Division Building
- Collection of additional information, as needed
- Present proposed 5 year population projections, connections/users, flows and loadings
- Identify communications protocol and project schedule will be agreed upon and meeting minutes will be taken.

Task 2 Deliverables (Meeting 1 Minutes)

- Summary of key items discussed at kick-off meeting
- Historical data, trends
- Projected population
- Connections/user types
- Projected flows for rate study
- Review conservation rates

The project will officially start with a project kick-off (Video Conference) meeting where team members from SEH and the City will review ideas, interests and needs for this project.

Meeting (1) Minutes will be taken by SEH during the kick-off meeting and provided to all attendees. Another beneficial aspect of the kickoff meeting will be to actively involve key staff and solicit ideas. At the meeting, communications protocol and project schedule will be agreed upon and meeting minutes will be taken.

SEH will provide an Agenda for the meeting. New data, comments, and items discussed during the kick-off meeting would be incorporated into the Meeting Minutes.

Task 3. Data Analysis and Projections

Upon completion of Tasks 1 and 2, we will identify proposed expenditures and income based on the historical trends over the past five years and from information supplied by the City.

Projected expenditures and sources of income, not including user rates, to be included in the study for each utility would include:

Capital Improvement Plans (CIPs)

The existing CIP will be reviewed and updated to include those projects proposed to be paid either in cash or financed by the utility rates or Sewer Access Charges.

Administration Costs

Projected costs associated with meter reading, billing, collection, supplies, administration/billing personnel, etc.

Operation & Maintenance (O&M) Expenses

O&M expenses which include labor, power, chemicals, insurance, training, parts, etc.

Debt

Review existing and future debt service requirements to determine level of cash flow needed to meet all current and future bonding requirements.

Depreciation Schedule

Depreciation schedules for current assets will be reviewed for accuracy and updated. The City's five-year CIP will be reviewed. The impact of future CIP and anticipated depreciation on rates will be included.

Other Expenses

Include such items as principal and interest payments on the existing debts.

Other Sources of Income

Includes income from invested funds, miscellaneous fees (connection charges, etc.)

A **second meeting** would be scheduled with City staff to present proposed expenditures and income. The expense table will identify proposed expenditures for the next 5 years for each expenditure category as a line item (capital improvements, administration, operation and maintenance, debt repayment, depreciation, etc.). The income table will identify proposed income the next five years. These tables will be incorporated into Excel based utility models.

Once the data is in the water and sewer utility models is updated, the proposed rates can be incorporated to determine if there will be a financial shortfall that may develop if rates are not increased and to confirm a positive fund balance is maintained. A cash balance goal of the City will be reviewed to determine if a suitable amount is kept in reserve. Typically annual rate increases are required due to inflation, debt repayment and future capital expenditures.

Task 3 Deliverables (Meeting 2 Minutes)

- Finalized expense and income tables
- Summary of existing rates and how projected expenses and other sources of income impact current rates

Task 4. Utility Rate Models

The data discussed at the meetings and summarized in meeting notes will then be used to update the Excel based utility rate models.

Water and Sewer Rates

The current rate structures for water and sewer will not change. The fixed fee and commodity fee will be evaluated to ensure revenue is adequate to cover projected expenses and maintain the desired cash balance goals for each utility.

No changes will be made to the existing user classifications; residential, governmental, educational, commercial, industrial, etc. However, the number of connections in each classification and flow for each connection will be updated and projected out 5 years.

To determine fair and equitable utility rates:

- Annual revenue requirements will be developed on a cash basis (O&M, debt service, rate funded capital, etc.)
- Annual revenue requirements will be allocated to defined fixed or variable expenses.

Task 4 Deliverables (Meeting 3 Minutes)

- Proposed utility rates and impact on users (residential, government, commercial, etc.)
- Review impact of increasing fixed and community fees
- Compare proposed rates and utility staffing structures to similar communities (Inver Grove Heights, Hastings, Apple Valley, Burnsville and Rosemount)

- Total units of service will be developed using billing records
- Unit costs of service will be calculated

Tasks 5. Report and Presentation

A draft Technical Memo will be provided to City staff for review. A fourth meeting will be held to review the report with City staff. Comments will be incorporated into the final Technical Memo and a presentation will be made to the City Council to summarize the data collected and provided in the final report. This information includes:

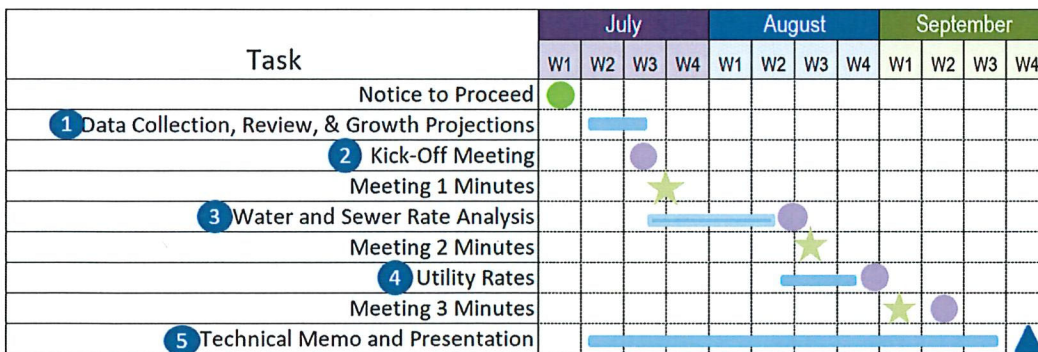
1. Historical data, trends, projected population, connections, customers, flows.
2. Expense and income tables for each utility, summary of existing rates and impact of projected expenses and other sources of income on current rates.
3. Rate analysis for utilities, identify proposed rate increases and impact to users.
4. Review worksheets provided in an excel format, show how to modify and update as need to incorporate future changes.

Task 5 Deliverables

- Water and Sewer Rate Models (Excel). Copy of rate models in an editable excel worksheet file to assist the City in determining future rate adjustments.
- Draft copies of the Technical Memo will be provided to City for review and comments.
- Final Technical Memo: Upon review, the finalized Technical Memo will be provided to the City for distribution. We will also provide an electronic version.
- We will meet one week after providing the City with a draft memo to review any questions, provide clarifications. Changes will be incorporated into the final memo.

Project Schedule

The schedule begins as soon as the Notice to Proceed is given. Upon award SEH will send a letter to the City of Cottage Grove requesting data. This data will be evaluated and become part of the Kick-Off meeting to be held one week after receiving requested data.



- Notice-to-Proceed
- 1 Task Number
- Kick Off Meeting/Staff Meetings
- ▲ City Council Updates/Meetings
- ★ Technical Memos

SEH TEAM

Our team consists of Damon Tsouklis, Karen Cavett and Dana Soli who are well suited to assist the City in this important endeavor. Damon, Karen and Dana offer complimentary experience to provide the City with a multi-year rate structure document to deliver guidance establishing an adequate cash flow for funding the water and sewer utilities. We have developed a work plan built on past project experience and each individual's strengths.

Damon will lead the project as Senior Project Manager and is dedicated to achieving the goals set forth by the City. He will translate his rate study experience, and Karen her background in water and wastewater design and operations, to effectively and efficiently develop rate structures for the City of Cottage Grove. Dana Soli will work closely with Damon and Karen, to compile and analyze the data and to create proposed rates. Damon Tsouklis will also provide data analysis services as well as financial information, ideas and assistance to the Study.

Damon Tsouklis | Financial Specialist

Damon over 35 years of experience developing numerous capital improvement programs, utility rate and cost of service studies for municipally owned water, sewage, stormwater, and regional water and sewer districts. Damon's area of expertise includes budgeting, economic development, tax increment financing, financial feasibility studies, water and sewer rate and cost of service studies, and municipal tax budgets. Damon's previous rate and cost of service studies include the following communities in Wisconsin and Indiana: Michigan City, Cary, Morocco, Porter and St. John. Damon, Karen and Dana recently completed rate studies in Minnesota for the Cities of New Ulm and Red Wing.

Karen Cavett, PE | Senior Project Manager

Karen is a Senior Engineer at SEH with more than 30 years of experience providing planning and engineering services for water and wastewater treatment facilities. Karen has performed utility rate studies for small and large communities, including the last water and sewer rate studies for Cottage Grove. Other recent studies include, Detroit Lakes, Glencoe, New Ulm and Red Wing, Minnesota, as well as a multi-utility analysis for Mankato, Minnesota. Karen has also worked closely with funding agencies, including Rural Water and the Public Facilities Authority (PFA), frequently helping communities work closely with both agencies to determine a successful and optimal funding strategy.

Dana Soli | Process Engineer

Dana has worked with Karen on and Damon on the New Ulm and Red Wing Rate, MN Studies. Other recent utility rate studies Dana has completed include Winona, MN and Plover, WI. Her background includes planning, design and construction of water and wastewater facilities along with design and overseeing construction projects for public utilities, roads, water main, storm, and sanitary sewer installations.

ESTIMATE OF RESOURCES

SEH proposes to do the Water and Sewer Rate Study and Cost of Service for the Lump Sum fee of \$35,210. The tasks and estimated level of effort are shown in the following table. One on-site Council presentation is included in the estimate. The four meetings outlined in the work plan are to be virtual (video conference) so no expenses are projected for these meetings, unless it is requested that any of the

Tasks		Hours	Cost
Task 1. Data Collection, Review, & Growth Projections			
1.1	Request for information (Letter) , set up project/files, data collection	29	\$4,330
1.2	Review historical data and information for future projections (for Kick-Off Meeting discussion):		
	Population projections from current Comprehensive Plan (5 year projection & review last 5 year growth).		
	Number and type of connections (residential, commercial, industrial, etc.) & flows per connection (pumped & billed per customer class)		
1.3	Review for water and sewer systems:		
	O&M - labor, energy, chemical, material and other related costs).		
	Review current utility depreciation schedules for accuracy, impact of future CIP and anticipated depreciation on rates		
	Review 5 yr CIP for anticipated costs		
	Review existing and future debt service requirements to determine level of cash flow needed to meet all current and future bonding requirements		
	Review cash flow reserves		
Task 2. Kick-Off Meeting			
2.1	Kick-off Meeting, preparation and attendance (Video Conference)	25	\$3,820
	Review historical data and discussion of trends		
	Top water users		
	Collect additional information, as needed		
	Present 5 year population projections, connections/users, flows, raw water quality		
	Discussion of New Utility Division Building, Modifications at WTPs, Water Tower etc.		
	Internal Conference call, data review		
2.2	Meeting 1 Minutes - Kick-Off Meeting/Goal Setting		
Task 3. Water and Sewer Rate Analysis			
3.1	Develop O&M Costs - 5 yr projection	41	\$6,140
3.2	Identify future replacement/improvement needs (CIP) for system (debt)		
3.3	Update depreciation schedules		
3.4	Identify and include revenue from interest and miscellaneous fees		
3.5	Identify Income Sources (investment income, fees, accessible fees, fees not income from rates)		
3.6	Establish revenue requirements (cash balance goal)		
3.7	Meeting 2: Data Analysis and Projections (Video Conference)		
3.8	Meeting 2 Minutes - Data Analysis and Projections		
Task 4. Utility Rates (Water & Sewer)			
4.1	Develop/update spreadsheets showing projected population, water usage, connections, total operating revenue including interest, fees, flow, total expenses including O&M costs, depreciation, debt service, net income, etc.	110	\$15,210
4.2	Review impact of various rate changes (fixed vs. variable): on various user types, impact to conservation, etc.		
4.3	Provide example rates for water and sewer utilities for 5 surrounding communities. Include their staffing plan for utility divisions (example: are utility billing staff part of the utility division).		
4.4	Determine if capital projects require additional cost recovery through Sewer Access Charges (SAC), lift station district assessment charges, or contribution to capital charges for aid to construction		
4.5	Optimize capital investment with proposed rate structure		
4.6	Meeting 3. Utility Rate Review (Video Conference)		
4.7	Meeting 3 Minutes - Proposed Utility Rates		
Task 5. Technical Memo and Presentation			
5.1	Complete Draft Technical Memo for review and comment	33	\$5,710
5.2	Meeting 4 to review comments (Video Conference)		
5.3	Incorporate comments and Finalize Memo		
5.4	Present at Council Meeting (create power point presentation)		
Total		238	\$35,210

Ryan Burfeind
July 6, 2022
Page 8

meetings be held in-person, instead of remote collaboration meetings as proposed. If requested, mileage to attend meetings would be invoiced at the allowed IRS rate.

Should you have any questions or need additional information, please do not hesitate to contact Karen Cavett at 507.327.6233, kcavett@sehinc.com, or Chad Setterholm at 651.247.4306, csetterholm@sehinc.com. We sincerely appreciate your consideration of our team for your important project and look forward to putting our experience to work for you.

Sincerely,

SHORT ELLIOTT HENDRICKSON INC.



Karen A. Cavett, PE (MN)
Senior Engineer



Chad Setterholm, PE (MN)
Client Service Manager

KAC
c: Damon Tsouklis

Supplemental Letter Agreement

In accordance with the Master Agreement for Professional Services between City of Cottage Grove ("Client"), and Short Elliott Hendrickson Inc. ("Consultant"), dated March 20, 2019 and executed September 4, 2019 this Supplemental Letter Agreement dated July 6, 2022 authorizes and describes the scope, schedule, and payment conditions for Consultant's work on the Project described in the attached July 6, 2022 Water and Sewer Rate Study Proposal Letter.

Client's Authorized Representative: Ryan Burfeind
Address: 12800 Ravine Parkway South
Cottage Grove, MN 55018
Telephone: 551.458.2899 **email:** rburfeind@cottagegrove.org

Project Manager: Damon Tsouklis
Address: 9200 Calumet Ave North 300
Munster, IN 46321
Telephone: 219.513.2504 **email:** dtsouklis@sehinc.com

Scope: The Basic Services to be provided by Consultant: as described in the attached July 6, 2022 Water and Sewer Rate Study Proposal Letter.

Schedule: prefer to in the attached July 6, 2022 Water and Sewer Rate Study Proposal Letter.

Payment: A retainer in the amount of \$0 will be paid in advance of Consultant starting work and will be applied to the final invoice(s).

The lump sum fee is \$35,210 including expenses and equipment.

The payment method, basis, frequency and other special conditions are set forth in attached Exhibit A-2.

Other Terms and Conditions: Other or additional terms contrary to the Master Agreement for Professional Services that apply solely to this project as specifically agreed to by signature of the Parties and set forth herein: None.

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Short Elliott Hendrickson Inc.

City of Cottage Grove

By: 
Chad Setterholm
Title: Client Service Manager

By: _____
Title: _____

Exhibit A-2
to Supplemental Letter Agreement
Between City of Cottage Grove (Client)
and
Short Elliott Hendrickson Inc. (Consultant)
Dated July 6, 2022

Payments to Consultant for Services and Expenses
Using the Lump Sum Basis Option

The Agreement for Professional Services is amended and supplemented to include the following agreement of the parties:

A. Lump Sum Basis Option

The Client and Consultant select the Lump Sum Basis for Payment for services provided by Consultant. During the course of providing its services, Consultant shall be paid monthly based on Consultant's estimate of the percentage of the work completed. Necessary expenses and equipment are provided as a part of Consultant's services and are included in the initial Lump Sum amount for the agreed upon Scope of Work. Total payments to Consultant for work covered by the Lump Sum Agreement shall not exceed the Lump Sum amount without written authorization from the Client.

The Lump Sum amount includes compensation for Consultant's services and the services of Consultant's Consultants, if any for the agreed upon Scope of Work. Appropriate amounts have been incorporated in the initial Lump Sum to account for labor, overhead, profit, expenses and equipment charges. The Client agrees to pay for other additional services, equipment, and expenses that may become necessary by amendment to complete Consultant's services at their normal charge out rates as published by Consultant or as available commercially.

B. Expenses Not Included in the Lump Sum

The following items involve expenditures made by Consultant employees or professional consultants on behalf of the Client and shall be paid for as described in this Agreement.

1. Expense of overtime work requiring higher than regular rates, if authorized in advance by the Client.
2. Other special expenses required in connection with the Project.
3. The cost of special consultants or technical services as required. The cost of subconsultant services shall include actual expenditure plus 10% markup for the cost of administration and insurance.

The Client shall pay Consultant monthly for expenses not included in the Lump Sum amount.

c:\19. proposals\cottage grove\2022 water and sewer rate study\exhibit a2.docx



City Council Action Request

7E

Meeting Date	8/3/2022	
Department	Public Works	
Agenda Category	Consent Agenda	
Title	Summers Landing 2nd Final Street Improvements Final Payment	
Staff Recommendation	Adopt Resolution 2022-110 approving Pay Request Number 2/Final to OMG Midwest Inc., DBA Minnesota Paving and Materials, for the Summers Landing 2nd Final Street Improvements in the amount of \$15,017.35.	
Budget Implication	\$15,017.35 - Development Assessments	
Attachments	Summers Landing 2nd Final Streets Payment CC Memo.tif	4.95MB
	Summers Landing 2nd Final Streets Payment Resolution.tif	729.54KB
	Summers Landing 2nd Final Streets Request for Payment.tif	5.53MB



TO: Honorable Mayor and City Council
Jennifer Levitt, PE, City Administrator

FROM: Ryan Burfeind, PE, Public Works Director/City Engineer

DATE: July 29, 2022

RE: Summers Landing 2nd Final Street Improvements Final Payment

Background

The City is currently working with Summergate Companies on a 422-lot development known as Summers Landing. This project follows the Chapter 429 assessment process, with all project costs assessed to and paid for by the development lots. This development is located along the west side of Hadley Avenue, north of 95th Street and south of 90th Street, and was completed in five phases. Phase 2 of the Summers Landing subdivision is located on the east side of the development, adjacent to Hadley Avenue. It contains 91 lots for single family homes.

Phase 2 was constructed with an interim street and a bituminous wedge to protect the concrete curb and gutter. The final step in the public improvement process was the construction of the final streets. This step is taken once either 90 percent of homes in the development have been built or after three years. This Final Streets project was awarded to Minnesota Paving & Materials in the amount of \$254,717.50 on August 5, 2020. While this work was completed in fall of 2020, the City has been working on punchlist items related to seeding and establishment prior to issuing final payment. With these items addressed, the final pay request has been prepared for Council approval.

Discussion

While the initial paving and curb replacement scope of work had a final cost of \$252,139.55, during the project several areas of settlement and pavement deformation were discovered that required additional street removal and patching. This additional work amounted to \$48,207.50, bringing the total project cost to \$300,347.05. There were existing unit prices in the contract related to these items. It was necessary to complete this street patching to ensure the long-term integrity of the roadway, preventing any premature maintenance costs for the City. Since this project is fully paid for by development assessments, there is no budget implication to the City for this additional work.

Recommendation

Approve Pay Request Number 2/Final to OMG Midwest Inc., DBA Minnesota Paving and Materials, for the Summers Landing 2nd Final Street Improvements in the amount of \$15,017.35.

CITY OF COTTAGE GROVE
CITY COUNCIL
RESOLUTION NO. 2022-110

**RESOLUTION APPROVING THE FINAL PAYMENT IN THE
AMOUNT OF \$15,017.35 TO OMG MIDWEST, INC.,
DBA MINNESOTA PAVING AND MATERIALS FOR THE
SUMMERS LANDING 2ND ADDITION FINAL STREETS IMPROVEMENTS**

WHEREAS, the City Engineer has certified that work has been satisfactorily completed; and

WHEREAS, the original total contract amount was \$254,717.50. The final construction cost was \$300,347.05, which is \$45,629.55 more than the contract amount. The increased construction cost was primarily due to additional street removal and patching to address street deformation and settlement that was identified during the project; and

WHEREAS, the project has been satisfactorily completed in accordance with the contract plans and specifications.

NOW THEREFORE BE IT RESOLVED, by the City Council of the City of Cottage Grove, County of Washington, State of Minnesota, that \$15,017.35 is paid to OMG Midwest Inc., DBA Minnesota Paving and Materials for the final payment for the Summers Landing 2nd Addition Final Streets Improvements.

Passed this 3rd day of August, 2022.

Myron Bailey, Mayor

Attest:

Tamara Anderson, City Clerk



Owner: City of Cottage Grove, 12800 Ravine Pkwy., Cottage Grove, MN 55016	Date: December 6, 2021
For Period: 11/24/2020 to 12/6/2021	Request No: 2/FINAL
Contractor: OMG Midwest Inc., dba Minnesota Paving & Materials, 14475 Quiram Dr., Rogers, MN 55374	

CONTRACTOR'S REQUEST FOR PAYMENT
SUMMERS LANDING - 2ND ADDITION
FINAL STREET IMPROVEMENTS
STANTEC PROJECT NO. 193804147

SUMMARY

1	Original Contract Amount		\$ 254,717.50
2	Change Order - Addition	\$ 0.00	
3	Change Order - Deduction	\$ 0.00	
4	Revised Contract Amount		\$ 254,717.50
5	Value Completed to Date		\$ 300,347.05
6	Material on Hand		\$ 0.00
7	Amount Earned		\$ 300,347.05
8	Less Retainage 0%		\$ 0.00
9	Subtotal		\$ 300,347.05
10	Less Amount Paid Previously		\$ 285,329.70
11	Liquidated damages -		\$ 0.00
12	AMOUNT DUE THIS REQUEST FOR PAYMENT NO. 2/FINAL		\$ 15,017.35

Recommended for Approval by:

STANTEC

David Sanocki

Digitally signed by David
Sanocki
Date: 2022.06.24 10:39:07
-05'00'

Approved by Contractor:

**OMG MIDWEST INC., DBA MINNESOTA PAVING
& MATERIALS**

Dan LoBello

Digitally signed by Dan LoBello
DN: C=US, E=dan.lobello@minnmp.com,
O=Minnesota Paving & Materials, CN=Dan LoBello
Date: 2021.12.09 13:17:20-06'00'

Approved by Owner:

CITY OF COTTAGE GROVE

Specified Contract Completion Date:

Date:

No.	Item	Unit	Contract Quantity	Unit Price	Current Quantity	Quantity to Date	Amount to Date
BASE BID							
1	MOBILIZATION	LS	1	5000.00		1	\$5,000.00
2	TRAFFIC CONTROL	LS	1	5000.00		1	\$5,000.00
3	REMOVE BITUMINOUS WEDGE	LF	12550	0.95		11994	\$11,394.30
4	SAWING BITUMINOUS PAVEMENT	LF	1000	2.25		967	\$2,175.75
5	REMOVE BITUMINOUS PAVEMENT	SY	100	10.00		140	\$1,400.00
6	PATCH BITUMINOUS PAVEMENT - TYPE SP 9.5 WEARING	SY	100	33.00		140	\$4,620.00
7	SAWING CONCRETE CURB AND GUTTER	LF	240	7.00		252	\$1,764.00
8	REMOVE CONCRETE CURB AND GUTTER	LF	400	11.50		631	\$7,256.50
9	SAWING CONCRETE PAVEMENT	LF	450	4.50		365	\$1,642.50
10	REMOVE CONCRETE SIDEWALK	SF	800	5.75		526	\$3,024.50
11	REMOVE CONCRETE VALLEY GUTTER	SF	300	7.50		324	\$2,430.00
12	CONCRETE CURB AND GUTTER	LF	400	32.50		631	\$20,507.50
13	6 INCH THICK CONCRETE SIDEWALK	SF	800	9.75		526	\$5,128.50
14	CONCRETE VALLEY GUTTER	SF	300	14.00		324	\$4,536.00
15	VIRGIN WEAR COURSE - 1.5" TYPE SP 9.5 WEARING COURSE (3,C) (SPWEA330C)(P)	SY	20600	7.10		20600	\$146,260.00
16	BITUMINOUS MATERIAL FOR TACK COAT	GAL	1050	1.60		1050	\$1,680.00
17	ADJUST MANHOLE CASTING	EA	25	675.00		25	\$16,875.00
18	ADJUST VALVE BOX	EA	27	225.00		27	\$6,075.00
19	STORM DRAIN INLET PROTECTION	EA	40	200.00		0	\$0.00
20	STREET SWEEPER WITH PICK UP BROOM	HR	20	150.00		10	\$1,500.00
21	TOPSOIL BORROW (LV)	CY	40	60.00		34	\$2,040.00
22	SEEDING & HYDRAULIC MATRIX	SY	300	6.00		305	\$1,830.00
TOTAL BASE BID							\$252,139.55
EXTRA STREET PATCHING							
1	SAWING BITUMINOUS PAVEMENT	LF	0	2.25		1550	\$3,487.50
2	REMOVE BITUMINOUS PAVEMENT	SY	0	10.00		1040	\$10,400.00
3	PATCH BITUMINOUS PAVEMENT - TYPE SP 9.5 WEARING	SY	0	33.00		1040	\$34,320.00
TOTAL EXTRA STREET PATCHING							\$48,207.50
TOTAL BASE BID							\$252,139.55
TOTAL EXTRA STREET PATCHING							\$48,207.50
WORK COMPLETED TO DATE:							\$300,347.05

PROJECT PAYMENT STATUS

OWNER CITY OF COTTAGE GROVE

STANTEC PROJECT NO. 193804147

CONTRACTOR OMG MIDWEST INC., DBA MINNESOTA PAVING& MATERIALS

CHANGE ORDERS

No.	Date	Description	Amount
Total Change Orders			

PAYMENT SUMMARY

No.	From	To	Payment	Retainage	Completed
1	07/02/2020	11/23/2020	285,329.70	15,017.35	300,347.05
2/FINAL	07/02/2020	12/06/2021	15,017.35		300,347.05

Material on Hand

Total Payment to Date	\$300,347.05	Original Contract	\$254,717.50
Retainage Pay No. 2/FINAL		Change Orders	
Total Amount Earned	\$300,347.05	Revised Contract	\$254,717.50



City Council Action Request

7F

Meeting Date	8/3/2022				
Department	Administration				
Agenda Category	Consent Agenda				
Title	Environmental Impact Study - Income Contract				
Staff Recommendation	Approve the Income Contract between the City of Cottage Grove and Holcim - MWR., Inc. for the proposed Mississippi Backwaters Expansion Project.				
Budget Implication	None				
Attachments	<table><tr><td>Environmental Impact Study Income Contract Memo 2022.tif</td><td>1.03MB</td></tr><tr><td>Cottage Grove Environmental Impact Statement Income Contract 2022 (Signed by Holcim).tif</td><td>2.84MB</td></tr></table>	Environmental Impact Study Income Contract Memo 2022.tif	1.03MB	Cottage Grove Environmental Impact Statement Income Contract 2022 (Signed by Holcim).tif	2.84MB
Environmental Impact Study Income Contract Memo 2022.tif	1.03MB				
Cottage Grove Environmental Impact Statement Income Contract 2022 (Signed by Holcim).tif	2.84MB				



To: Honorable Mayor and City Council

From: Jennifer Levitt, City Administrator

Date: July 29, 2022

Subject: Environmental Impact Study - Income Contract

Background

The existing Nelson Sand & Gravel Mine Facility mines aggregate in the Lower Grey Cloud Island deposit and will exhaust its currently accessible minable reserves in approximately five years given the current rate of mining, market trends, and geologic variations at the site. The proposed Project's purpose is to exercise Holcim's lease to continue mechanical dredging operations in an adjacent backwaters area of the Mississippi River. This will be to supply to the Twin Cities and other local markets with construction quality natural aggregate for an additional 20 to 25 years.

The mined material will extend and use the existing Nelson Sand & Gravel Mine processing facilities and ship the aggregate to market using the existing Holcim barge system. Holcim is in business to support the demand for high quality natural aggregate in the Twin Cities metropolitan market.

Aggregate reserves in the Twin Cities metropolitan area are limited and the need for the proposed Project is to provide a continued local supply of construction-quality aggregate from an accessible source. Project beneficiaries include projects that require aggregate materials, such as roadway and other infrastructure projects, by providing a cost-competitive, local aggregate source.

When assessing the viability of various alternatives, the EIS will consider the fundamental need for the Project in addition to the environmental and socioeconomic merits of each alternative.

Discussion

The City has prepared a Draft Scoping Environmental Assessment Worksheet (SEAW), the Draft Scoping Decision Document (DSDD), a final SEAW, a Final Scoping Decision Document (FSDD), and a draft Environmental Impact Statement (EIS). All these activities are required to be prepared as part of the proposed project and submitted permit for mining in the backwaters of the Mississippi River. The City has secured environmental experts consisting of engineers, scientists and attorneys to assist and support this project. As such, the City needs to secure an Income Agreement with Holcim to ensure financial reimbursement for these services, including City staff. The Income Agreement outlines the terms and conditions of the proposed EIS scoping elements to be completed in 2022 and 2023.

Recommendation

Approve the Income Contract between the City of Cottage Grove and Holcim – MWR., Inc for the proposed Mississippi Backwaters Expansion Project.

Attachments

Environmental Impact Study Income Contract

**CITY OF COTTAGE GROVE
ENVIRONMENTAL IMPACT STUDY INCOME CONTRACT**

This contract is between the City of Cottage Grove ("City") and Holcim – MWR, Inc., 2815 Dodd Road, Suite 101 Eagan, Minnesota ("Proposer").

1. The Proposer needs to meet the procedural requirement of having an Environmental Impact Statement (EIS) completed for their proposed Mississippi Backwaters Expansion Project (Project) in Cottage Grove, Minnesota, before it can proceed.
2. The City represents that it is duly qualified and agrees to perform the tasks described in this contract.

Contract

1. Term of Contract

- 1.1 **Effective date:** August 3, 2022, or the date the City obtains all required signatures, whichever is later.
- 1.2 **Expiration date:** December 31, 2023 or until all obligations have been satisfactorily fulfilled, whichever occurs first.

2. City's Duties

Pursuant to Minn. Rules part 4410.2000 to 4410.2700 the City has prepared a draft Scoping Environmental Assessment Worksheet (“SEAW”) and Draft Scoping Decision Document (“DSDD”), a final SEAW and a Final Scoping Decision Document (“FSDD”) and will prepare a draft Environmental Impact Statement (“EIS”); provide for a draft EIS public review and comment period, conduct a public informational meeting, and, prepare a final EIS that meets the requirements for adequacy established in Minn. Rules part 4410.2800.

Pursuant to Minn. Rules part 4410.6500, subp. 1(A), the City will not begin preparation of the draft EIS until the Proposer has compensated the City for any outstanding costs of scoping the EIS.

3. Payment

The Proposer will pay the City for all services performed by the City under this contract as follows: Purchaser shall reimburse the City \$451,000 for costs of consultant and professional services, staffing, counsel, travel, public notification, public meetings, printing, distribution, and accounting related to the project EIS. A contingency of \$45,000 shall be provided for approved additional document review, data collection and/or analysis. The total estimated obligation of the Purchaser for all compensation and reimbursements to the State under this contract is \$496,000. A cost breakdown is included in Attachment A and is incorporated into this contract. This cost estimate is based on the tentative EIS preparation schedule included in Attachment B.

Terms of payment:

The Proposer shall remit payment on the following schedule:

Date: _____ Payment: _____

8/3/22	\$207,607.34 (one-half total estimated costs within 10 days of Income Contract execution)
12/31/22	\$138,404.89 (one-third total estimated costs prior to completion of draft EIS)
3/1/23	\$69,202.44 (one-sixth total estimated costs prior to completion of final EIS)
12/31/23	Final Payment on any outstanding RGU/consultant costs (EIS adequacy determined)

Upon receipt of each payment by the Proposer, the City will furnish the Proposer an itemized invoice for the actual incurred costs and services performed.

Pursuant to Minn. Rules part 4410.6500, subp. 1(D), the City shall refund the overpayment, if the cash payments made by the Purchaser exceed the City's actual EIS costs. The refund shall be paid within 30 days of completion by the City of the accounting of the EIS costs.

4. **Authorized Representatives**

The City's Authorized Representative is

Jennifer Levitt, City Administrator
12800 Ravine Parkway South
Cottage Grove, MN 55016

The Proposer's Authorized Representative is

Patty Bestler, Regional Manager, Environmental & Land Services
Holcim- MWR, Inc.
2815 Dodd Road, Suite 101
Eagan, MN 55121

5. **Amendments, Waiver, and Contract Complete**

5.1 **Amendments.** Any amendment to this contract must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original contract, or their successors in office.

5.2 **Waiver.** If the either party fails to enforce any provision of this contract, that failure does not waive the provision or its right to enforce it.

5.3 **Contract Complete.** This contract contains all negotiations and agreements between the City and the Proposer, No other understanding regarding this contract, whether written or oral, may be used to bind either party.

6. **Liability**

Each party will be responsible for its own acts and behavior and the results thereof.

7. **Government Data Practices**

The Proposer must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the City under this contract. The civil remedies of

Minn. Stat. § 13.08 apply to the release of the data referred to in this clause by either the Proposer or the City.

If the Proposer receives a request to release the data referred to in this Clause, the Proposer must immediately notify the City. The City will give the Proposer instructions concerning the release of the data to the requesting party before the data is released.

8. Publicity

Any publicity regarding the subject matter of this contract must not be released without prior written approval from the City's Authorized Representative.

9. Governing Law, Jurisdiction, and Venue

Minnesota law, without regard to its choice-of-law provisions, governs this contract. Venue for all legal proceedings out of this contract, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Washington County, Minnesota.

10. Termination

Either party may terminate this agreement at any time, with or without cause, upon 30 days' written notice to the other party. If the City receives notice of termination from Proposer, the City will limit its activities and the activities of its consultants to those reasonably necessary to properly document the termination of the environmental review process and notify interested parties that the environmental review process has been terminated.

1. PROPOSER

By:

Title:

Date:

2. CITY

By:

Title:

Date:

Attachment A:
EIS Scoping Cost Estimate

Stantec = \$385,000

Larkin Hoffman = \$48,000

Cottage Grove Staff = \$18,000

Contingency = \$45,000

Credit for Remaining Balance from SEAW= \$80,785.33

Total = \$415,214.67

Attachment B:

Tentative EIS Preparation Schedule

Planned Date	Event
March 2023	Draft EIS submitted to EIS distribution list and summary if provided to all members of the EAW distribution list and other commenters
March 2023	Draft EIS published in the <i>EQB Monitor</i>
April 2023	RGU holds informational meeting not less than 15 days after publication in <i>EQB Monitor</i>
May 2023	RGU publishes responds to substantive comments on Draft EIS and prepares Final EIS

Planned Date	Event
August 2023	Final EIS distributed to all people who received the entire Draft EIS, anyone who submitted substantive comments, and any person requesting Final EIS (where feasible)
August 2023	Final EIS published in <i>EQB Monitor</i>
September 2023	Interested persons may submit written comments (not less than 10 days following publication)
November 2023	RGU makes determination of adequacy of the Final EIS (at least 10 days following publication)
December 2023	RGU will notify all persons receiving copies of the Final EIS of its adequacy (within 5 days of adequacy decision) and publish notice in <i>EQB Monitor</i>



City Council Action Request

7G

Meeting Date	8/3/2022	
Department	Parks and Recreation	
Agenda Category	Consent Agenda	
Title	Glacial Valley Park Building – Contract for Construction Management Services	
Staff Recommendation	Authorize contract for Construction Manager at Risk with a Guaranteed Maximum Price between Kraus Anderson and the City of Cottage Grove for the construction of the Glacial Valley Park building project.	
Budget Implication	Pre-Construction Services - \$10,000 flat fee (estimated \$17,000 value in labor costs) Building Construction Services – 3% of construction cost minus earthwork & utility costs Earthwork & Utilities Services – 1.5% of earthwork & utility cost	
Attachments	Council Memo-KA.tif	6.08MB
	KA Agreement - GV Building.tif	183.88MB



To: Honorable Mayor and City Council
Jennifer Levitt, City Administrator
From: Zac Dockter, Parks and Recreation Director
Date: July 29, 2022
Subject: Glacial Valley Park Building – Contract for Construction Management Services

Background

The City Council on June 15, 2022 reviewed and provided feedback on the Glacial Valley Park building concept design from Wold Architects. As the project team continues to move towards full design, it is an opportune time to discuss project delivery method.

Discussion

There are numerous models for delivering municipal building projects that are allowed by State Statute: Design-Build, Construction Management Agency, Construction Management at Risk, and Design-Bid-Build. Based on experience from Central Fire Station project, staff is recommending the Construction Management at Risk option.

In the Construction Management at Risk (CMR) model, the Owner has a contract with an entity that provides consultation through design phase, manages the cost estimating of the project to stay on budget, and ultimately bids all of the project divisions out individually. The Construction Manager then holds all of the contracts with each subcontractor. In this model, the CM holds the risk of those contracts and delivering at the Guaranteed Maximum Price (GMP) for the project. This model allows the City to help control costs, manage the project budget, provide transparency through construction and keep a hands-on approach throughout the bidding and construction process.

Based on the well-established positive working relationship between the City and Kraus Anderson, staff is recommending Kraus Anderson be hired as Construction Manager for the Glacial Valley Park building project. Staff is continually impressed with their commitment to customer service and superior project management experience. Examples of local projects completed by Kraus Anderson include:

- Cottage Grove Ice Arena Construction/Expansion
- Cottage Grove Ice Arena Locker Room Expansion
- Central Fire Station
- River Oaks Kitchen Expansion
- Oltman Middle School Construction
- Washington County South Service Center Construction

Based upon these past working relationships and their ability to deliver excellence, staff is highly confident with the Kraus Anderson team and their ability to manage this project with expertise and professionalism. Kraus Anderson is aware of the City's goals, policies, practices and expectations which will help to ensure a positive and efficient project delivery.

Fee

Kraus Anderson has submitted a fee proposal based on the following:

Pre-Construction Services - \$10,000 flat fee (estimated \$17,000 value in labor costs)
Building Construction Services – 3% of construction cost minus earthwork & utility costs
Earthwork & Utilities Services – 1.5% of earthwork & utility cost

The earthwork and utilities were detailed separately in the contract because many of those service needs will be managed by the City's civil engineer team.

Staff Recommendation

Authorize contract for Construction Manager at Risk with a Guaranteed Maximum Price between Kraus Anderson and the City of Cottage Grove for the construction of the Glacial Valley Park building project.

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 Twentieth day of June in the year 2022
(In words, indicate day, month, and year.)

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

City of Cottage Grove
12800 Ravine Parkway South
Cottage Grove, MN 55016

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

Kraus-Anderson Construction Company
501 South 8th Street
Minneapolis, MN 54404

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

Glacial Valley Park Building
9900 Ravine Parkway South
Cottage Grove, MN 55016

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

Wold Architects and Engineers
332 Minnesota Street, Suite W2000
Saint Paul, MN 55101

The Owner and Construction Manager agree as follows.

ADDITIONS AND DELETIONS:

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

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

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.

TABLE OF ARTICLES

1	INITIAL INFORMATION
2	GENERAL PROVISIONS
3	CONSTRUCTION MANAGER'S RESPONSIBILITIES
4	OWNER'S RESPONSIBILITIES
5	COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES
6	COMPENSATION FOR CONSTRUCTION PHASE SERVICES
7	COST OF THE WORK FOR CONSTRUCTION PHASE
8	DISCOUNTS, REBATES, AND REFUNDS
9	SUBCONTRACTS AND OTHER AGREEMENTS
10	ACCOUNTING RECORDS
11	PAYMENTS FOR CONSTRUCTION PHASE SERVICES
12	DISPUTE RESOLUTION
13	TERMINATION OR SUSPENSION
14	MISCELLANEOUS PROVISIONS
15	SCOPE OF THE AGREEMENT

EXHIBIT A GUARANTEED MAXIMUM PRICE AMENDMENT

EXHIBIT B INSURANCE AND BONDS

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.)

New Glacial Valley Park Building

§ 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.)

This is a new facility to be located at 9900 Ravine Parkway South. It is approximately 5,000 square feet including two larger multi-purpose and classroom spaces with adjacent bathrooms and kitchenette areas. Civil work is limited in scope to within 15' surrounding the building. We are connecting to the infrastructure being built under a separate project.

§ 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.)

Three Million Five Hundred Thousand and No/100 Dollars (\$3,500,000.00).

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

.1 Design phase milestone dates, if any:

Design Development Drawings: June 1, 2022
Construction Documents: August/September, 2022

.2 Construction commencement date:

Spring/Summer of 2023. To be confirmed at time of GMP pending lead times of materials.

.3 Substantial Completion date or dates:

Fall 2023.

.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, prior to commencement of Work the Owner and Construction Manager shall endeavor to define the terms, conditions and services related to the Owner's Sustainable Objective and may agree to complete and incorporate AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, into this Agreement. 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, email address and other contact information.)

Jennifer Levitt, City Administrator
City of Cottage Grove
12800 Ravine Parkway South
Cottage Grove, MN 55016
651.458.2890
jlevitt@cottagegrovemn.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.)

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

.1 Geotechnical Engineer:

TBD

.2 Civil Engineer:

TBD

.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.)

John McNamara, Partner
Wold Architects and Engineers
332 Minnesota Street, Suite W2000
Saint Paul, MN 55101
651.227.7773
jmcnamara@woldae.com

§ 1.1.12 The Construction Manager identifies the following representative in accordance with Article 3:
(List name, address, email address and other contact information.)

Dustin Phillips, Senior Project Manager
Kraus-Anderson Construction Company
501 South 8th Street
Minneapolis, MN 55404
612.419.9563
dustin.phillips@krausanderson.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.) N/A

§ 1.1.14 The Owner's requirements for subcontractor procurement for the performance of the Work:
(List any Owner-specific requirements for subcontractor procurement.)

N/A

§ 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.

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 and necessary changes shall be accomplished by appropriate Modification to the Contract Documents.

§ 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 consult with 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 ("Value Engineering"). The Owner acknowledges that such Value Engineering services are advisory and are not professional design services, and that in many instances the opportunity to reduce costs by using alternate or different materials, equipment or methods may come with corresponding tradeoffs in quality, performance, aesthetics, maintenance, or operations. The Owner shall have the obligation to ensure that any Value Engineering cost savings proposals are independently evaluated by the Owner, the Architect and other members of the Owner's design team to determine whether the potential cost saving opportunities are acceptable for incorporation or use in the Work, including any differences in quality, performance, aesthetics, maintenance, operations or other material aspects. Such Value Engineering services shall be considered a part of Preconstruction Services whether performed before or after commencement of the Construction Phase. The Construction Manager shall consult with the Architect regarding Value Engineering 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 protocols for the development, use, transmission, and exchange of digital data.

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

§ 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.

§ 3.1.11.4 With the written consent of the Owner, the Construction Manager or a related party, as defined in Section 7.8, may self-perform portions of the Work that may otherwise be performed by trade subcontractors (the "Self-Perform Work") as long as the value of the Self-Perform Work is less than \$175,000, with the understanding that the pricing for such Self-Perform Work will be competitive with market prices for such Work. Owner must pre-approve any Self-Perform Work, and upon such approval, the Construction Manager shall include any category of Self-Perform Work as a separate lump sum line item in its GMP and schedule of values (the "Self-Perform Lump Sum"). The Self-Perform Lump Sum shall be treated as a Subcontract Cost under Section 7.3 and shall not be subject to further audit as part of the Cost of the Work. Furthermore, (i) the Owner shall have no obligation to pay amounts in excess of the Self-Perform Lump Sum for the Self-Perform Work, except to the extent the Self-Perform Lump Sum is subject to additions and deductions by Change Order as provided in the Contract Documents and (ii) the Construction Manager shall have no obligation to return any portion of the Self-Perform Lump Sum to the Owner as Project Savings, nor shall any portion of the Self-Perform Lump Sum be treated as Project Savings. For purposes of this section, "Project Savings" is defined as the difference between the Guaranteed Maximum Price less (a) the final Cost of the Work and (b) the Construction Manager's Fee.

§ 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

Subject to Section 3.1.1, 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.)

Kraus-Anderson will perform an Schematic Design Estimate and Design Development Estimate for the project.

§ 3.2 Guaranteed Maximum Price Proposal

§ 3.2.1 On the basis of the contracts awarded by the Owner and assigned to the Construction Manager following the public bidding process required in Minn. Stat. §471.345, 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 such things as 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 considered reimbursable as a Cost of the Work but not 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 in accordance with the schedules agreed to by the Owner, Architect and 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.

§ 3.2.10 Upon execution of the Guaranteed Maximum Price, the Owner shall assign and the Construction Manager shall accept the assignment of all contracts that were awarded in the bid process, other than contracts awarded as Direct Owner Contracts under Section 14.5.1.

§ 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 five (5) days following (a) the execution of the Guaranteed Maximum Price Amendment, and (b) receipt of the Building Permit for the Project or, prior to execution 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 reasonably 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 agreed between the Owner and Construction Manager or as required in AIA Document E234™-2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, if 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. The Owner's representative shall have the authority to make decisions on behalf of the Owner and bind the Owner concerning the Project, and, to the extent required, shall be responsible for timely obtaining any required approvals from the Owner's City Council. 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, and as are necessary to provide the information and services required under Section 4.1. The Owner shall determine and advise the Architect and Construction Manager of any special legal requirements relating specifically to the Project which differ from those generally applicable to construction in the jurisdiction of the Project.

§ 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.)

A lump sum fee of \$10,000.

§ 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
Senior Project Manager	\$163.00 / hour
Project Manager	\$143.00 / hour
Preconstruction Manager/Estimator	\$138.00 / hour
VDC/BIM	\$127.00 / hour
MEP Specialist	\$149.00 / hour
Clerical	\$68.00 / hour

§ 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 Four (4) 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 thirty (30) 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.)

Local rate of interest as set by Minnesota Statute 549.09.

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.)

The Construction Manager's Fee calculation will be done at the time the Guaranteed Maximum Price is established for the Project via the Guaranteed Maximum Price Amendment and shall be determined by multiplying the estimated Cost of the Work by a rate of three percent (3%) excluding earthwork and utilities. Earthwork and Utilities Fee shall be determined by multiplying the earthwork and utilities Cost of Work by a rate of one and one half percent (1.5%). The Construction Manager's Fee will become a fixed amount at the time the Guaranteed Maximum Price Amendment is executed and shall not be reduced.

To the extent the Owner contracts directly with any trade contractors or suppliers for portions of the Work on the Project ("Direct Owner Contracts"), the Construction Manager's Fee calculation shall include the total amount of any such Direct Owner Contracts multiplied by a rate of three percent (3%) as compensation for the Construction Manager's management and coordination of such Direct Owner Contracts on the Project. If any Direct Owner Contracts include earthwork or utilities, the fee calculation shall be one and one-half percent (1.5%) instead of three percent (3%) of the total costs for earthwork and utilities.

§ 6.1.3 The method of adjustment of the Construction Manager's Fee for changes in the Work:

The Construction Manager's Fee shall be increased at the rate of one and a half percent (1.5%) multiplied by the Cost of the Work for earthwork and utilities Change Orders and three percent (3%) for all other Change Orders.

§ 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 Eighty-Five percent (85 %) 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.)

§ 6.1.7.1 The difference (savings) between the Guaranteed Maximum Price less the final Cost of the Work less the Construction Manager's Fee shall accrue one hundred percent (100%) to the benefit of the Owner and zero percent (0%) to the benefit of the Construction Manager.

§ 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

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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" and "an amount for overhead and profit" shall mean the Construction Manager's Fee as defined in Section 6.1.2 of this Agreement.

§ 6.3.5 Reserved..

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 Reserved.

§ 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 approval, at off-site workshops; provided, however, that the Construction Manager shall not perform any trade work with its own forces, other than miscellaneous general conditions items, all of such trade work having been separately bid and contracted for pursuant to the public bidding process.

§ 7.2.2 Construction Manager's supervisory and administrative personnel when stationed at the site and performing Work at the hourly rates set forth below:

Personnel Category	Rate Per Hour
Project Director	\$184.00 / hour
Senior Project Manager / Construction Executive	\$158.00 / hour
Project Manager	\$139.00 / hour
Assistant Project Manager / Project Engineer	\$111.00 / hour
General Superintendent	\$146.00 / hour
Field Superintendent	\$137.00 / hour
Clerical	\$66.00 / hour
Accounting	\$66.00 / hour
Quality Director	\$169.00 / hour
Quality Manager	\$138.00 / hour

Safety Director	\$144.00 / hour
Safety Manager / Safety Engineer	\$127.00 / hour
Preconstruction Manager / Estimator	\$134.00 / hour
MEP Specialist	\$145.00 / hour
VDC/BIM	\$123.00 / hour

The rates set forth above shall be in effect through December 31, 2022. Thereafter the rates shall be increased by three percent (3%) per year as of January 1 of each subsequent year.

§ 7.2.2.1 Construction Manager's supervisory and administrative personnel when performing Work and stationed at a location other than the site at the hourly rates set forth in Section 7.2.2, but only for that portion of time required for the *(Paragraphs deleted)* Work.

§ 7.2.3 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 at the hourly rates set forth in Section 7.2.2.

§ 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 for construction workers described in Section 7.2.1. Such costs for taxes, insurance, contributions, and assessments (excluding benefits) shall be forty-five percent (45%) of gross payroll. Gross payroll consists of wages and benefits.

§ 7.2.5 Reserved.

§ 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 Construction Manager-owned materials, supplies, and tools not included on Exhibit "C" referenced in Section 7.5.2, 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. Rental charges for facilities, machinery, equipment, and hand tools rented from the Contractor shall be as set forth on the attached Exhibit "C". Other rental charges shall not be higher than standard rates at the place of the Project. The total rental cost of any such equipment may not exceed the purchase price of any comparable item and related owning and operating costs during the term of such item's use on the Project.

§ 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. The premiums for other liability insurance, including, but not limited to, Commercial General Liability Insurance, Excess Umbrella Liability Insurance, Automobile Liability Insurance, Professional Liability Insurance and Pollution Liability Insurance shall be charged as a Cost of the Work at the rate of eighty-five hundredths of one percent (0.85%) of the Guaranteed Maximum Price (excluding this charge), and such amount shall be considered approved by the Owner and shall not be subject to audit.

§ 7.6.1.1 Costs for self-insured deductibles or retentions carried by the Contractor, for either full or partial amounts of the coverages required by the Contract Documents.

§ 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 Section 13.4 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 know 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 Section 3.17 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.

§ 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 to the Owner as set forth 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 Reserved.

§ 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. Notwithstanding anything in this Section 7.8.1 to the contrary, Kraus-Anderson Insurance Agency shall not be considered a "related party."

§ 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 and no reimbursement shall be provided for 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; and
- .8 Costs, other than costs included in Change Orders approved by the Owner or Construction Change Directives, that would cause the Guaranteed Maximum Price to be exceeded.

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,

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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 The Work shall be performed under contracts assigned to the Construction Manager by the Owner on the basis of the bids awarded by the Owner, which, upon such assignment by the Owner to Construction Manager, shall be referred to as "subcontracts."

(Paragraph deleted)

§ 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 5th day of a month, the Owner shall make payment of the amount certified to the Construction Manager not later than the thirtieth 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 the final 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

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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.

(Paragraph deleted)

§ 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, 11.1.7.1.2 and 11.1.7.1.3 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, 11.1.7.1.2 and 11.1.7.1.3 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 Section 9.5.1 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 Section 9.5.1 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.)

Init.

Five percent (5%) of the value of the Work completed. The Owner and the Contractor may agree upon retainage reductions during the course of the Project.

§ 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.)

There shall be no retainage withheld on the Contractor's Fee, the Contractor's General Conditions costs, or material-only purchases made by the Contractor.

§ 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 all 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.)

One hundred fifty percent (150%) of the reasonable estimated cost of any incomplete Work and any unsettled Claims may be withheld by the Owner. Such withheld amount shall be paid to Construction Manager monthly as such incomplete Work is completed and Claims are settled.

§ 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. The Construction Manager may, in its sole discretion, distribute any reduction in retainage described in Section 11.1.8.1 or 11.1.8.3 among its Subcontractors.

§ 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 10 days of the Owner's receipt of the Construction Manager's final accounting for the Cost of the Work, the Owner shall notify the Architect if it is going to conduct an audit of the Cost of the Work to be completed within 30 days. Failure to so notify the Architect is a waiver of the Owner's right to 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 Section 9.5.1 of AIA Document A201–2017. The time periods stated in this Section 11.2.2 supersede those stated in Section 9.4.1 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 60 days after the Construction Manager's receipt of a copy of the Architect's final Certificate for Payment. 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 or any binding determination of a dispute under the Contract Documents.

§ 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.)

Local rate of interest as set by Minnesota Statute 549.09.

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.

§ 12.1.2

(Paragraphs deleted)

Reserved..

§ 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

Init.

[X] Litigation in a court of competent jurisdiction

[] Other: *(Specify)*

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 all subcontracts, purchase orders or rental agreements and the Owner will pay the Construction Manager the costs necessarily incurred by the Construction Manager because of such termination.

Init.

§ 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 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 follows:

(Insert the amount of or method for determining the fee, if any, payable to the Construction Manager following a termination for the Owner's convenience.)

Three percent (3%) of the estimated Cost of the Work not completed as of the date of termination.

§ 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, or makes such assignment with or without consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 14.2.2 Reserved. .

Init.

§ 14.3 Insurance and Bonds

§ 14.3.1

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 two million dollars (\$ 2,000,000) for each occurrence and four million dollars (\$ 4,000,000) 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 dollars (\$ 1,000,000) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 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 dollars (\$ 1,000,000) each accident, one million dollars (\$ 1,000,000) each employee, and one million dollars (\$ 1,000,000) 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 five million dollars (\$ 5,000,000) per claim and ten million dollars (\$ 10,000,000) 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

§ 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.

§ 14.3.2.1 The Construction Manager shall provide bonds as set forth in AIA Document A133™-2019 Exhibit B.

§ 14.4 Notice in electronic format, pursuant to Article 1 of AIA Document A201-2017, may be given
(Paragraphs deleted)

to the email address of the parties' representatives set forth in Article 1.

§ 14.5 Other provisions:

Init.

§ 14.5.1 Construction Phase Administration of Owner's Direct Contractors

§ 14.5.1.1 To the extent the Owner contracts directly with any trade contractors or suppliers for portions of the Work on the Project ("Direct Owner Contractors"), the Construction Manager shall provide on-site administration of the Direct Owner Contracts in cooperation with the Architect as set forth below and in AIA Document A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition.

§ 14.5.1.2 The Construction Manager shall provide administrative, management and related services to coordinate scheduled activities and responsibilities of the Direct Owner Contractors with each other and with those of the Construction Manager, Construction Manager's Subcontractors, the Owner and the Architect.

§ 14.5.1.3 The Construction Manager shall update the Project schedule, incorporating the activities of the Owner, Architect, and Direct Owner Contractors on the Project.

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

§ 14.5.1.5 Utilizing information from the Direct Owner Contractors, the Construction Manager shall schedule and coordinate the sequence of construction and assignment of space in areas where the Direct Owner Contractors are performing Work, in accordance with the Contract Documents and the latest approved Project schedule.

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

§ 14.5.1.7 Not more frequently than monthly, the Construction Manager shall review and recommend payment of the amounts due the respective Direct Owner Contractors. The Construction Manager's certification for payment shall constitute a representation to the Owner, based on the Construction Manager's evaluations of the Work and on the data comprising the Contractors' Applications for Payment, that, to the best of the Construction Manager's knowledge, information and belief, the Work has progressed to the point indicated and the quality of the Work is in accordance with the Contract Documents. 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 Construction Manager. The issuance of a Certificate for Payment shall further constitute a recommendation to the Architect and Owner that the Contractor be paid the amount certified.

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

§ 14.5.1.9 The Construction Manager shall review the safety programs developed by each of the Direct Owner Contractors solely and exclusively for purposes of coordinating the safety programs with those of the other Contractors. The Construction Manager's responsibilities for coordination of safety programs shall not extend to direct control over or charge of the acts or omissions of the Direct Owner Contractors, Subcontractors, agents or employees of the Direct Owner Contractors or Subcontractors, or any other persons performing portions of the Work and not directly employed by the Construction Manager.

§ 14.5.1.10 The Construction Manager shall determine in general that the Work of each Direct Owner Contractor is being performed in accordance with the requirements of the Contract Documents and notify the Owner, Contractor and Architect of defects and deficiencies in the Work. The Construction Manager shall have the authority to reject Work that does not conform to the Contract Documents and shall notify the Owner and Architect about the rejection. Upon written authorization from the Owner, the Construction Manager may require and make arrangements for additional inspection or

testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed, and the Construction Manager shall give timely notice to the Architect of when and where the tests and inspections are to be made so that the Architect may be present for such procedures.

§ 14.5.1.11 The Construction Manager shall have authority to act on behalf of the Owner only to the extent provided in this Agreement and AIA Document A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition. The Construction Manager shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work of each of the Direct Owner Contractors. The Construction Manager shall be responsible to the Owner for the Construction Manager's negligent acts or omissions, but shall not be responsible for acts or omissions of the Direct Owner Contractors or their agents or employees or for a Direct Owner Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents.

§ 14.5.1.12 The Construction Manager shall review requests for changes, assist in negotiating Direct Owner Contractors' proposals, and submit recommendations to the Architect and Owner regarding such requests.

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

§ 14.5.1.14 The Construction Manager shall coordinate the correction and completion of the Direct Owner Contractors' Work. Following issuance of a Certificate of Substantial Completion of the Work or a designated portion thereof, the Construction Manager shall evaluate the completion of the Work of the Direct Owner Contractors and make recommendations to the Architect when Work is ready for final inspection. The Construction Manager shall assist the Architect in conducting final inspections.

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

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
- .5

(Paragraphs deleted)

Reserved

- .6 Other Exhibits:
(Check all boxes that apply.)

[] AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as

Constructor Edition, dated as indicated below:
(Insert the date of the E234-2019 incorporated into this Agreement.)

[] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
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- .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.)

Exhibit C – Tool and Equipment Rates

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

City of Cottage Grove

Kraus-Anderson Construction Company

OWNER (Signature)

CONSTRUCTION MANAGER (Signature)

Myron Bailey, Mayor
(Printed name and title)

(Printed name and title)

Tammy Anderson, City Clerk



Document A133™ – 2019 Exhibit B

Insurance and Bonds

This Insurance and Bonds Exhibit is part of the Agreement, between the Owner and the Construction Manager, dated the Twentieth day of June in the year 2022
(In words, indicate day, month and year.)

for the following **PROJECT:**
(Name and location or address)

Glacial Valley Park Building
9900 Ravine Parkway South
Cottage Grove, MN 55016

THE OWNER:
(Name, legal status, and address)

City of Cottage Grove
12800 Ravine Parkway South
Cottage Grove, MN 55016

THE CONSTRUCTION MANAGER:
(Name, legal status, and address)

Kraus-Anderson Construction Company
501 South 8th Street
Minneapolis, MN 55404

TABLE OF ARTICLES

- B.1 GENERAL
- B.2 OWNER'S INSURANCE
- B.3 CONSTRUCTION MANAGER'S INSURANCE AND BONDS
- B.4 SPECIAL TERMS AND CONDITIONS

ARTICLE B.1 GENERAL

The Owner and Construction Manager shall purchase and maintain insurance, and provide bonds, as set forth in this Exhibit. As used in this Exhibit, the term General Conditions refers to AIA Document A201™–2017, General Conditions of the Contract for Construction.

ARTICLE B.2 OWNER'S INSURANCE

§ B.2.1 General

Prior to commencement of the Work, the Owner shall secure the insurance, and provide evidence of the coverage, required under this Article B.2 and, upon the Construction Manager's request, provide a copy of the property insurance policy or policies required by

ADDITIONS AND DELETIONS:

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

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

This document is intended to be used in conjunction with AIA Document A201™–2017, General Conditions of the Contract for Construction. Article 11 of A201™–2017 contains additional insurance provisions.

Section B.2.3. The copy of the policy or policies provided shall contain all applicable conditions, definitions, exclusions, and endorsements.

§ B.2.2 Liability Insurance

The Owner shall be responsible for purchasing and maintaining the Owner’s usual general liability insurance.

§ B.2.3 Required Property Insurance

§ B.2.3.1 Unless this obligation is placed on the Construction Manager pursuant to Section B.3.3.2.1, the Owner shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance written on a builder’s risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. The Owner’s property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed and materials or equipment supplied by others. The property insurance shall be maintained until Substantial Completion and thereafter as provided in Section B.2.3.1.3, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the Owner, Construction Manager, Subcontractors, and Sub-subcontractors in the Project as insureds. This insurance shall include the interests of mortgagees as loss payees.

§ B.2.3.1.1 Causes of Loss. The insurance required by this Section B.2.3.1 shall provide coverage for direct physical loss or damage, and shall not exclude the risks of fire, explosion, theft, vandalism, malicious mischief, collapse, earthquake, flood, or windstorm. The insurance shall also provide coverage for ensuing loss or resulting damage from error, omission, or deficiency in construction methods, design, specifications, workmanship, or materials. Sub-limits, if any, are as follows:

(Indicate below the cause of loss and any applicable sub-limit.)

Cause of Loss	Sub-Limit
Flood	No less than \$1,000,000 for Flood Zone B.
Earthquake	No less than \$5,000,000.

§ B.2.3.1.2 Specific Required Coverages. The insurance required by this Section B.2.3.1 shall provide coverage for loss or damage to falsework and other temporary structures, and to building systems from testing and startup, and for portions of the Work stored off the site and portions of the Work in transit. The insurance shall also cover debris removal, including demolition occasioned by enforcement of any applicable legal requirements, and reasonable compensation for the Architect’s and Construction Manager’s services and expenses required as a result of such insured loss, including claim preparation expenses. Sub-limits, if any, are as follows:

(Indicate below type of coverage and any applicable sub-limit for specific required coverages.)

Coverage	Sub-Limit
----------	-----------

§ B.2.3.1.3 Unless the parties agree otherwise, upon Substantial Completion, the Owner shall continue the insurance required by Section B.2.3.1 or, if necessary, replace the insurance policy required under Section B.2.3.1 with property insurance written for the total value of the Project that shall remain in effect until expiration of the period for correction of the Work set forth in Section 12.2.2 of the General Conditions.

§ B.2.3.1.4 Deductibles and Self-Insured Retentions. If the insurance required by this Section B.2.3 is subject to deductibles or self-insured retentions, the Owner shall be responsible for all loss not covered because of such deductibles or retentions.

§ B.2.3.2 Occupancy or Use Prior to Substantial Completion. The Owner’s occupancy or use of any completed or partially completed portion of the Work prior to Substantial Completion shall not commence until the insurance company or companies providing the insurance under Section B.2.3.1 have consented in writing to the continuance of coverage. The Owner and the Construction Manager shall take no action with respect to partial occupancy or use that would cause cancellation, lapse, or reduction of insurance, unless they agree otherwise in writing.

§ B.2.3.3 Insurance for Existing Structures

If the Work involves remodeling an existing structure or constructing an addition to an existing structure, the Owner shall purchase and maintain, until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, "all-risks" property insurance, on a replacement cost basis, protecting the existing structure against direct physical loss or damage from the causes of loss identified in Section B.2.3.1, notwithstanding the undertaking of the Work. The Owner shall be responsible for all co-insurance penalties.

§ B.2.4 Optional Extended Property Insurance.

The Owner shall purchase and maintain the insurance selected and described below.

(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. For each type of insurance selected, indicate applicable limits of coverage or other conditions in the fill point below the selected item.)

- ☒ **§ B.2.4.1 Loss of Use, Business Interruption, and Delay in Completion Insurance**, to reimburse the Owner for loss of use of the Owner's property, or the inability to conduct normal operations due to a covered cause of loss.
- ☐ **§ B.2.4.2 Ordinance or Law Insurance**, for the reasonable and necessary costs to satisfy the minimum requirements of the enforcement of any law or ordinance regulating the demolition, construction, repair, replacement or use of the Project.
- ☐ **§ B.2.4.3 Expediting Cost Insurance**, for the reasonable and necessary costs for the temporary repair of damage to insured property, and to expedite the permanent repair or replacement of the damaged property.
- ☐ **§ B.2.4.4 Extra Expense Insurance**, to provide reimbursement of the reasonable and necessary excess costs incurred during the period of restoration or repair of the damaged property that are over and above the total costs that would normally have been incurred during the same period of time had no loss or damage occurred.
- ☐ **§ B.2.4.5 Civil Authority Insurance**, for losses or costs arising from an order of a civil authority prohibiting access to the Project, provided such order is the direct result of physical damage covered under the required property insurance.
- ☐ **§ B.2.4.6 Ingress/Egress Insurance**, for loss due to the necessary interruption of the insured's business due to physical prevention of ingress to, or egress from, the Project as a direct result of physical damage.
- ☒ **§ B.2.4.7 Soft Costs Insurance**, to reimburse the Owner for costs due to the delay of completion of the Work, arising out of physical loss or damage covered by the required property insurance: including construction loan fees; leasing and marketing expenses; additional fees, including those of architects, engineers, consultants, attorneys and accountants, needed for the completion of the construction, repairs, or reconstruction; and carrying costs such as property taxes, building permits, additional interest on loans, realty taxes, and insurance premiums over and above normal expenses.

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§ B.2.5 Other Optional Insurance.

The Owner shall purchase and maintain the insurance selected below.

(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance.)

- ☐ **§ B.2.5.1 Cyber Security Insurance** for loss to the Owner due to data security and privacy breach, including costs of investigating a potential or actual breach of confidential or private information. *(Indicate applicable limits of coverage or other conditions in the fill point below.)*

- ☒ **§ B.2.5.2 Other Insurance**
(List below any other insurance coverage to be provided by the Owner and any applicable limits.)

§ A.2.5.2.1 Boiler and Machinery Insurance

The Owner shall purchase and maintain boiler and machinery insurance required by the Contract Documents or by law, which shall specifically cover such insured objects during installation and until final acceptance by the Owner; this insurance shall include interests of the Owner, Contractor, Subcontractors and Sub-subcontractors in the Work, and the Owner and Contractor shall be named insureds.

Coverage

Limits

ARTICLE B.3 CONSTRUCTION MANAGER'S INSURANCE AND BONDS

§ B.3.1 General

§ B.3.1.1 Certificates of Insurance. The Construction Manager shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Article B.3 at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate evidencing continuation of commercial liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the periods required by Section B.3.2.1 and Section B.3.3.1. The certificates will show the Owner as an additional insured as required by Section B.3.1.3 up to the limits required by Sections B.3.2.2 and B.3.2.4.

§ B.3.1.2 Deductibles and Self-Insured Retentions. The Construction Manager shall disclose to the Owner any deductible or self-insured retentions applicable to any insurance required to be provided by the Construction Manager.

§ B.3.1.3 Additional Insured Obligations. To the fullest extent permitted by law, the Construction Manager shall cause the commercial general liability coverage to include (1) the Owner as additional insured for claims caused in whole or in part by the Construction Manager's negligent acts or omissions during the Construction Manager's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Construction Manager's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be equivalent to that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04.

§ B.3.2 Construction Manager's Required Insurance Coverage

§ B.3.2.1 The Construction Manager shall purchase and maintain the following types and limits of insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Construction Manager shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General

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Conditions.

§ B.3.2.2 Commercial General Liability

§ B.3.2.2.1 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than two million dollars (\$ 2,000,000) each occurrence, four million dollars (\$ 4,000,000) general aggregate, and four million dollars (\$ 4,000,000) aggregate for products-completed operations hazard, providing coverage for claims including

- .1 damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
- .2 personal injury and advertising injury;
- .3 damages because of physical damage to or destruction of tangible property, including the loss of use of such property;
- .4 bodily injury or property damage arising out of completed operations; and
- .5 the Construction Manager's indemnity obligations under Section 3.18 of the General Conditions.

§ B.3.2.2.2 The Construction Manager's Commercial General Liability policy under this Section B.3.2.2 shall not contain an exclusion or restriction of coverage for the following:

- .1 Claims by one insured against another insured, if the exclusion or restriction is based solely on the fact that the claimant is an insured, and there would otherwise be coverage for the claim.
- .2 Claims for property damage to the Construction Manager's Work arising out of the products-completed operations hazard where the damaged Work or the Work out of which the damage arises was performed by a Subcontractor.
- .3 Claims for bodily injury other than to employees of the insured.
- .4 Claims for indemnity under Section 3.18 of the General Conditions arising out of injury to employees of the insured.
- .5 Claims or loss excluded under a prior work endorsement or other similar exclusionary language.
- .6 Claims or loss due to physical damage under a prior injury endorsement or similar exclusionary language.
- .7 Claims related to residential, multi-family, or other habitational projects, if the Work is to be performed on such a project.
- .8 Claims related to roofing, if the Work involves roofing.
- .9 Claims related to exterior insulation finish systems (EIFS), synthetic stucco or similar exterior coatings or surfaces, if the Work involves such coatings or surfaces.
- .10 Claims related to earth subsidence or movement, where the Work involves such hazards.
- .11 Claims related to explosion, collapse and underground hazards, where the Work involves such hazards.

§ B.3.2.3 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Construction Manager, with policy limits of not less than one million dollars (\$ 1,000,000) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles along with any other statutorily required automobile coverage.

§ B.3.2.4 The Construction Manager shall obtain umbrella/excess liability insurance with a combined single limit of ten million dollars (\$10,000,000). The Construction Manager may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella insurance policies result in the same or greater coverage as the coverages required under Section B.3.2.2 and B.3.2.3, 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 of the underlying limits.

§ B.3.2.5 Workers' Compensation at statutory limits.

§ B.3.2.6 Employers' Liability with policy limits not less than one million dollars (\$ 1,000,000) each accident, one million dollars (\$ 1,000,000) each employee, and one million dollars (\$ 1,000,000) policy limit.

§ B.3.2.7 Jones Act, and the Longshore & Harbor Workers' Compensation Act, as required, if the Work involves hazards arising from work on or near navigable waterways, including vessels and docks

§ B.3.2.8 If the Construction Manager is required to furnish professional services as part of the Work, the Construction Manager shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than five million dollars (\$ 5,000,000) per claim and ten million dollars (\$ 10,000,000) in the aggregate.

§ B.3.2.9 If the Work involves the transport, dissemination, use, or release of pollutants, the Construction Manager shall procure Pollution Liability insurance, with policy limits of not less than five million dollars (\$ 5,000,000) per claim and ten million dollars (\$ 10,000,000) in the aggregate.

§ B.3.2.10 Reserved..

§ B.3.2.11 Reserved.

§ B.3.2.12 Insurance for the use or operation of manned or unmanned aircraft, if the Work requires such activities, with policy limits of not less than two million dollars (\$ 2,000,000) per claim and four million dollars (\$ 4,000,000) in the aggregate.

§ B.3.3 Construction Manager's Other Insurance Coverage

§ B.3.3.1 Insurance selected and described in this Section B.3.3 shall be purchased from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Construction Manager shall maintain the required insurance until
(Paragraphs deleted)
substantial completion of the Work.

§ B.3.3.2 The Construction Manager shall purchase and maintain the following types and limits of insurance in accordance with Section B.3.3.1.

(Select the types of insurance the Construction Manager is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. Where policy limits are provided, include the policy limit in the appropriate fill point.)

- [] § B.3.3.2.1 Property insurance of the same type and scope satisfying the requirements identified in Section B.2.3, which, if selected in this Section B.3.3.2.1, relieves the Owner of the responsibility to purchase and maintain such insurance except insurance required by Section B.2.3.1.3 and Section B.2.3.3. The Construction Manager shall comply with all obligations of the Owner under Section B.2.3, except with respect to Section B.2.3.3 and except to the extent provided below. The Construction Manager shall disclose to the Owner the amount of any deductible, and the Owner shall be responsible for losses within the deductible. Upon request, the Construction Manager shall provide the Owner with a copy of the property insurance policy or policies required. The Construction Manager shall adjust and settle the loss with the insurer and be the trustee of the proceeds of the property insurance in accordance with Article 11 of the General Conditions.
(Where the Construction Manager's obligation to provide property insurance differs from the Owner's obligations as described under Section B.2.3, indicate such differences in the space below. Additionally, if a party other than the Owner will be responsible for adjusting and settling a loss with the insurer and acting as the trustee of the proceeds of property insurance in accordance with Article 11 of the General Conditions, indicate the responsible party below.)

§ B.3.3.2.1.1 Such insurance shall be maintained until the Work is Substantially Complete. Once the Work is Substantially Complete, the Owner shall replace the insurance policy required under Section B.3.3.2.1 with permanent property insurance covering the Project.

§ B.3.3.2.1.2 If the insurance required by Section B.3.3.2.1 is subject to deductibles or self-insured retentions, the Owner shall be responsible for all loss not covered because of such deductibles or retentions.

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- [] **§ B.3.3.2.2 Railroad Protective Liability Insurance**, with policy limits of not less than (\$) per claim and (\$) in the aggregate, for Work within fifty (50) feet of railroad property.
- [] **§ B.3.3.2.3 Asbestos Abatement Liability Insurance**, with policy limits of not less than (\$) per claim and (\$) in the aggregate, for liability arising from the encapsulation, removal, handling, storage, transportation, and disposal of asbestos-containing materials.
- [] **§ B.3.3.2.4 Insurance for physical damage to property while it is in storage and in transit to the construction site on an "all-risks" completed value form.**
- [] **§ B.3.3.2.5 Property insurance on an "all-risks" completed value form, covering property owned by the Construction Manager and used on the Project, including scaffolding and other equipment.**
- [] **§ B.3.3.2.6 Other Insurance**
(List below any other insurance coverage to be provided by the Construction Manager and any applicable limits.)

Coverage

Limits

§ B.3.4 Performance Bond and Payment Bond

The Construction Manager shall provide surety bonds, from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located, as follows:

(Specify type and penal sum of bonds.)

Type	Penal Sum (\$0.00)
Payment Bond	100% of the Contract Sum.
Performance Bond	100% of the Contract Sum.

Payment and Performance Bonds shall be AIA Document A312™, Payment Bond and Performance Bond, or contain provisions identical to AIA Document A312™, current as of the date of this Agreement.

ARTICLE B.4 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Insurance and Bonds Exhibit, if any, are as follows:

N/A



Tool Description	Weekly Rate
Air Compressor 185 CFM- Diesel	\$323.33
Air Compressor Twin Tank- Elec	\$131.32
ATV- Ranger 2- Passenger	\$251.68

Blanket- Insulated	\$9.84
Bobcat - Auger Head - Round/Hex Shaft	\$209.48
Bobcat Attachments- Forks	\$113.85
Bobcat Attachments- Grapppler Bucket	\$204.92
Bobcat Attachments- Hydro Hammer	\$463.99
Bobcat Attachments- Sweeper w/Attachments	\$236.09
Bobcat- Skid Steer Bobcat (tire machine)	\$559.91

Carpet Tools- Carpet Puller	\$176.80
Cart-Trash Cart- 1 Yard	\$45.10
Compactor- Jumping Jack	\$216.75
Compactor- Plate Tamper	\$159.86
Containment Unit	\$53.58
Cut-Out Tool/Roto-Zip	\$22.10

Drill- SDS Roto Hammer Max	\$139.71
Drill- Hammer SDS Roto Hammer 3/8" Corded	\$55.72
Drill- Hammer SDS Roto Hammer 3/8" Cordless	\$61.04
Drill- 18 Volt	\$32.63
Drill- Right Angle 3/8"	\$22.10

Fan - 36" Barrel	\$41.56
Fan- Pedestal Fan	\$59.61
Forklift- Rough Terrain 5,000#-	\$833.72
Forklift- Pneumatic	\$331.53
Forklift- Rough Terrain 10,000#-	\$1,290.34
Gang Box- Chest Type	\$22.85

Generator 3800 Watts	\$87.44
Generator- Elec Generator 6500 watt	\$143.90
Glass Cup	\$16.08
Grinder- 7"	\$38.90
Grinder- Floor Ginder	\$163.96
Grinder- 4 1/2"	\$22.10
Ground Thaw- 2000 sf	\$1,888.33

Equipment Description	Weekly Rate
Jobsite Office Trailer- 8' x 36'	\$221.57
Jobsite Office Trailer- 10' x 40'	\$237.14
Jobsite Office Trailer- 12' x 60'	\$308.00
Ladder- Extension 24'	\$27.21
Ladder- Extension 32'	\$39.90
Ladder- Step, 6', Fiberglass	\$13.70
Laser- Laser Level- Rotating	\$55.72
Lift- Scissor Lift 19' Reach	\$283.25

Cement Mixer-5 cubic ft.-Wheel Barrow Type	\$48.44
Nailer- Air/Pneumatic- Framing	\$54.13
Nailer- Coil Roofing	\$56.59
Nailer- Powder Actuated	\$72.96
Panther- Floor Stripper Model 7700	\$1,783.03
Planer- Door	\$45.98
Pressure Washer - Gas	\$167.12
Pump Water- 2" Trash	\$101.80
Router	\$27.86

Sander - Belt, 3" x 21"	\$40.59
Saw- Circular 7-1/4"	\$27.86
Saw- Compound Miter Sliding 12"	\$79.59
Saw- Partner- Electric	\$114.76
Saw- Partner- Gas	\$114.76
Saw- Port-a-Band	\$69.86
Saw- Sawzall Cut Saw	\$38.90
Saw- Table- 10"	\$148.56
Saw- Walk Behind Concrete Saw	\$172.13
Survey- Eye Level	\$100.19
Sweeper- Walk Behind- Battery Powered	\$271.41
Wheelbarrow	\$15.48

Hammer- Jack Hammer- Electric 60#	\$72.51
HEPA-Air Scrubber-500CFM-Blue-16 x 16	\$151.66
Heppa Aire Scrubber- 2000CFM	\$154.83

AIA® Document A201® – 2017

General Conditions of the Contract for Construction

for the following PROJECT:

(Name and location or address)

Glacial Valley Park Building
9900 Ravine Parkway South
Cottage Grove, MN 55016

THE OWNER:

(Name, legal status and address)

City of Cottage Grove
12800 Ravine Parkway South
Cottage Grove, MN 55016

THE ARCHITECT:

(Name, legal status and address)

Wold Architects and Engineers
332 Minnesota Street, Suite W2000
Saint Paul, MN 55101

TABLE OF ARTICLES

1	GENERAL PROVISIONS
2	OWNER
3	CONTRACTOR
4	ARCHITECT
5	SUBCONTRACTORS
6	CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS
7	CHANGES IN THE WORK
8	TIME
9	PAYMENTS AND COMPLETION
10	PROTECTION OF PERSONS AND PROPERTY
11	INSURANCE AND BONDS
12	UNCOVERING AND CORRECTION OF WORK

ADDITIONS AND DELETIONS:

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

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

For guidance in modifying this document to include supplementary conditions, see AIA Document A503™, Guide for Supplementary Conditions.

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- 13 MISCELLANEOUS PROVISIONS
- 14 TERMINATION OR SUSPENSION OF THE CONTRACT
- 15 CLAIMS AND DISPUTES

INDEX

(Topics and numbers in bold are Section headings.)

Acceptance of Nonconforming Work

9.6.6, 9.9.3, **12.3**

Acceptance of Work

9.6.6, 9.8.2, 9.9.3, 9.10.1, 9.10.3, **12.3**

Access to Work

3.16, 6.2.1, **12.1**

Accident Prevention

10

Acts and Omissions

3.2, 3.3.2, 3.12.8, 3.18, 4.2.3, 8.3.1, 9.5.1, 10.2.5,
10.2.8, 13.3.2, 14.1, 15.1.2, 15.2

Addenda

1.1.1

Additional Costs, Claims for

3.7.4, 3.7.5, 10.3.2, 15.1.5

Additional Inspections and Testing

9.4.2, 9.8.3, 12.2.1, **13.4**

Additional Time, Claims for

3.2.4, 3.7.4, 3.7.5, 3.10.2, 8.3.2, **15.1.6**

Administration of the Contract

3.1.3, **4.2**, 9.4, 9.5

Advertisement or Invitation to Bid

1.1.1

Aesthetic Effect

4.2.13

Allowances

3.8

Applications for Payment

4.2.5, 7.3.9, 9.2, **9.3**, 9.4, 9.5.1, 9.5.4, 9.6.3, 9.7, 9.10

Approvals

2.1.1, 2.3.1, 2.5, 3.1.3, 3.10.2, 3.12.8, 3.12.9,
3.12.10.1, 4.2.7, 9.3.2, 13.4.1

Arbitration

8.3.1, 15.3.2, **15.4**

ARCHITECT

4

Architect, Definition of

4.1.1

Architect, Extent of Authority

2.5, 3.12.7, 4.1.2, 4.2, 5.2, 6.3, 7.1.2, 7.3.4, 7.4, 9.2,
9.3.1, 9.4, 9.5, 9.6.3, 9.8, 9.10.1, 9.10.3, 12.1, 12.2.1,
13.4.1, 13.4.2, 14.2.2, 14.2.4, 15.1.4, 15.2.1

Architect, Limitations of Authority and Responsibility

2.1.1, 3.12.4, 3.12.8, 3.12.10, 4.1.2, 4.2.1, 4.2.2, 4.2.3,
4.2.6, 4.2.7, 4.2.10, 4.2.12, 4.2.13, 5.2.1, 7.4, 9.4.2,
9.5.4, 9.6.4, 15.1.4, 15.2

Architect's Additional Services and Expenses

2.5, 12.2.1, 13.4.2, 13.4.3, 14.2.4

Architect's Administration of the Contract

3.1.3, 3.7.4, 15.2, 9.4.1, 9.5

Architect's Approvals

2.5, 3.1.3, 3.5, 3.10.2, 4.2.7

Architect's Authority to Reject Work

3.5, 4.2.6, 12.1.2, 12.2.1

Architect's Copyright

1.1.7, 1.5

Architect's Decisions

3.7.4, 4.2.6, 4.2.7, 4.2.11, 4.2.12, 4.2.13, 4.2.14, 6.3,
7.3.4, 7.3.9, 8.1.3, 8.3.1, 9.2, 9.4.1, 9.5, 9.8.4, 9.9.1,
13.4.2, 15.2

Architect's Inspections

3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.8.3, 9.9.2, 9.10.1, 13.4

Architect's Instructions

3.2.4, 3.3.1, 4.2.6, 4.2.7, 13.4.2

Architect's Interpretations

4.2.11, 4.2.12

Architect's Project Representative

4.2.10

Architect's Relationship with Contractor

1.1.2, 1.5, 2.3.3, 3.1.3, 3.2.2, 3.2.3, 3.2.4, 3.3.1, 3.4.2,
3.5, 3.7.4, 3.7.5, 3.9.2, 3.9.3, 3.10, 3.11, 3.12, 3.16,
3.18, 4.1.2, 4.2, 5.2, 6.2.2, 7, 8.3.1, 9.2, 9.3, 9.4, 9.5,
9.7, 9.8, 9.9, 10.2.6, 10.3, 11.3, 12, 13.3.2, 13.4, 15.2

Architect's Relationship with Subcontractors

1.1.2, 4.2.3, 4.2.4, 4.2.6, 9.6.3, 9.6.4, 11.3

Architect's Representations

9.4.2, 9.5.1, 9.10.1

Architect's Site Visits

3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.5.1, 9.9.2, 9.10.1, 13.4

Asbestos

10.3.1

Attorneys' Fees

3.18.1, 9.6.8, 9.10.2, 10.3.3

Award of Separate Contracts

6.1.1, 6.1.2

Award of Subcontracts and Other Contracts for Portions of the Work

5.2

Basic Definitions

1.1

Bidding Requirements

1.1.1

Binding Dispute Resolution

8.3.1, 9.7, 11.5, 13.1, 15.1.2, 15.1.3, 15.2.1, 15.2.5,
15.2.6.1, 15.3.1, 15.3.2, 15.3.3, 15.4.1

Bonds, Lien

7.3.4.4, 9.6.8, 9.10.2, 9.10.3

Bonds, Performance, and Payment

7.3.4.4, 9.6.7, 9.10.3, **11.1.2**, 11.1.3, **11.5**

Building Information Models Use and Reliance

1.8

Building Permit

3.7.1

Capitalization

1.3

Certificate of Substantial Completion

9.8.3, 9.8.4, 9.8.5

Certificates for Payment

4.2.1, 4.2.5, 4.2.9, 9.3.3, **9.4**, 9.5, 9.6.1, 9.6.6, 9.7, 9.10.1, 9.10.3, 14.1.1.3, 14.2.4, 15.1.4

Certificates of Inspection, Testing or Approval
13.4.4

Certificates of Insurance
9.10.2

Change Orders

1.1.1, 3.4.2, 3.7.4, 3.8.2.3, 3.11, 3.12.8, 4.2.8, 5.2.3, 7.1.2, 7.1.3, **7.2**, 7.3.2, 7.3.7, 7.3.9, 7.3.10, 8.3.1, 9.3.1.1, 9.10.3, 10.3.2, 11.2, 11.5, 12.1.2

Change Orders, Definition of

7.2.1

CHANGES IN THE WORK

2.2.2, 3.11, 4.2.8, 7, 7.2.1, 7.3.1, 7.4, 8.3.1, 9.3.1.1, 11.5

Claims, Definition of

15.1.1

Claims, Notice of
1.6.2, 15.1.3

CLAIMS AND DISPUTES

3.2.4, 6.1.1, 6.3, 7.3.9, 9.3.3, 9.10.4, 10.3.3, **15**, 15.4

Claims and Timely Assertion of Claims

15.4.1

Claims for Additional Cost

3.2.4, 3.3.1, 3.7.4, 7.3.9, 9.5.2, 10.2.5, 10.3.2, **15.1.5**

Claims for Additional Time

3.2.4, 3.3.1, 3.7.4, 6.1.1, 8.3.2, 9.5.2, 10.3.2, **15.1.6**

Concealed or Unknown Conditions, Claims for
3.7.4

Claims for Damages

3.2.4, 3.18, 8.3.3, 9.5.1, 9.6.7, 10.2.5, 10.3.3, 11.3, 11.3.2, 14.2.4, 15.1.7

Claims Subject to Arbitration

15.4.1

Cleaning Up

3.15, 6.3

Commencement of the Work, Conditions Relating to

2.2.1, 3.2.2, 3.4.1, 3.7.1, 3.10.1, 3.12.6, 5.2.1, 5.2.3, 6.2.2, 8.1.2, 8.2.2, 8.3.1, 11.1, 11.2, **15.1.5**

Commencement of the Work, Definition of

8.1.2

Communications

3.9.1, **4.2.4**

Completion, Conditions Relating to

3.4.1, 3.11, 3.15, 4.2.2, 4.2.9, 8.2, 9.4.2, 9.8, 9.9.1, 9.10, 12.2, 14.1.2, 15.1.2

COMPLETION, PAYMENTS AND

9

Completion, Substantial

3.10.1, 4.2.9, 8.1.1, 8.1.3, 8.2.3, 9.4.2, 9.8, 9.9.1, 9.10.3, 12.2, 15.1.2

Compliance with Laws

2.3.2, 3.2.3, 3.6, 3.7, 3.12.10, 3.13, 9.6.4, 10.2.2, 13.1, 13.3, 13.4.1, 13.4.2, 13.5, 14.1.1, 14.2.1.3, 15.2.8, 15.4.2, 15.4.3

Concealed or Unknown Conditions

3.7.4, 4.2.8, 8.3.1, 10.3

Conditions of the Contract

1.1.1, 6.1.1, 6.1.4

Consent, Written

3.4.2, 3.14.2, 4.1.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3, 13.2, 15.4.4.2

Consolidation or Joinder

15.4.4

CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

1.1.4, **6**

Construction Change Directive, Definition of
7.3.1

Construction Change Directives

1.1.1, 3.4.2, 3.11, 3.12.8, 4.2.8, 7.1.1, 7.1.2, 7.1.3, **7.3**, 9.3.1.1

Construction Schedules, Contractor's

3.10, 3.11, 3.12.1, 3.12.2, 6.1.3, 15.1.6.2

Contingent Assignment of Subcontracts

5.4, 14.2.2.2

Continuing Contract Performance

15.1.4

Contract, Definition of

1.1.2

CONTRACT, TERMINATION OR SUSPENSION OF THE

5.4.1.1, 5.4.2, 11.5, **14**

Contract Administration

3.1.3, 4, 9.4, 9.5

Contract Award and Execution, Conditions Relating to

3.7.1, 3.10, 5.2, 6.1

Contract Documents, Copies Furnished and Use of

1.5.2, 2.3.6, 5.3

Contract Documents, Definition of

1.1.1

Contract Sum

2.2.2, 2.2.4, 3.7.4, 3.7.5, 3.8, 3.10.2, 5.2.3, 7.3, 7.4, **9.1**, 9.2, 9.4.2, 9.5.1.4, 9.6.7, 9.7, 10.3.2, 11.5, 12.1.2, 12.3, 14.2.4, 14.3.2, 15.1.4.2, **15.1.5**, **15.2.5**

Contract Sum, Definition of

9.1

Contract Time

1.1.4, 2.2.1, 2.2.2, 3.7.4, 3.7.5, 3.10.2, 5.2.3, 6.1.5, 7.2.1.3, 7.3.1, 7.3.5, 7.3.6, 7, 7, 7.3.10, 7.4, 8.1.1, 8.2.1, 8.2.3, 8.3.1, 9.5.1, 9.7, 10.3.2, 12.1.1, 12.1.2, 14.3.2, 15.1.4.2, 15.1.6.1, 15.2.5

Contract Time, Definition of

8.1.1

Contract Time, Definition of

8.1.1

CONTRACTOR

3

Contractor, Definition of

3.1, **6.1.2**

Contractor's Construction and Submittal Schedules

3.10, 3.12.1, 3.12.2, 4.2.3, 6.1.3, 15.1.6.2

Init.

/

Contractor's Employees
2.2.4, 3.3.2, 3.4.3, 3.8.1, 3.9, 3.18.2, 4.2.3, 4.2.6, 10.2,
10.3, 11.3, 14.1, 14.2.1.1

Contractor's Liability Insurance
11.1
Contractor's Relationship with Separate Contractors
and Owner's Forces
3.12.5, 3.14.2, 4.2.4, 6, 11.3, 12.2.4
Contractor's Relationship with Subcontractors
1.2.2, 2.2.4, 3.3.2, 3.18.1, 3.18.2, 4.2.4, 5, 9.6.2, 9.6.7,
9.10.2, 11.2, 11.3, 11.4
Contractor's Relationship with the Architect
1.1.2, 1.5, 2.3.3, 3.1.3, 3.2.2, 3.2.3, 3.2.4, 3.3.1, 3.4.2,
3.5.1, 3.7.4, 3.10, 3.11, 3.12, 3.16, 3.18, 4.2, 5.2, 6.2.2,
7, 8.3.1, 9.2, 9.3, 9.4, 9.5, 9.7, 9.8, 9.9, 10.2.6, 10.3,
11.3, 12, 13.4, 15.1.3, 15.2.1
Contractor's Representations
3.2.1, 3.2.2, 3.5, 3.12.6, 6.2.2, 8.2.1, 9.3.3, 9.8.2
Contractor's Responsibility for Those Performing the
Work
3.3.2, 3.18, 5.3, 6.1.3, 6.2, 9.5.1, 10.2.8
Contractor's Review of Contract Documents
3.2
Contractor's Right to Stop the Work
2.2.2, 9.7
Contractor's Right to Terminate the Contract
14.1
Contractor's Submittals
3.10, 3.11, 3.12, 4.2.7, 5.2.1, 5.2.3, 9.2, 9.3, 9.8.2,
9.8.3, 9.9.1, 9.10.2, 9.10.3
Contractor's Superintendent
3.9, 10.2.6
Contractor's Supervision and Construction
Procedures
1.2.2, 3.3, 3.4, 3.12.10, 4.2.2, 4.2.7, 6.1.3, 6.2.4, 7.1.3,
7.3.4, 7.3.6, 8.2, 10, 12, 14, 15.1.4
Coordination and Correlation
1.2, 3.2.1, 3.3.1, 3.10, 3.12.6, 6.1.3, 6.2.1
Copies Furnished of Drawings and Specifications
1.5, 2.3.6, 3.11
Copyrights
1.5, **3.17**
Correction of Work
2.5, 3.7.3, 9.4.2, 9.8.2, 9.8.3, 9.9.1, 12.1.2, **12.2**, 12.3,
15.1.3.1, 15.1.3.2, 15.2.1
Correlation and Intent of the Contract Documents
1.2
Cost, Definition of
7.3.4
Costs
2.5, 3.2.4, 3.7.3, 3.8.2, 3.15.2, 5.4.2, 6.1.1, 6.2.3,
7.3.3.3, 7.3.4, 7.3.8, 7.3.9, 9.10.2, 10.3.2, 10.3.6, 11.2,
12.1.2, 12.2.1, 12.2.4, 13.4, 14
Cutting and Patching
3.14, 6.2.5

Damage to Construction of Owner or Separate
Contractors
3.14.2, 6.2.4, 10.2.1.2, 10.2.5, 10.4, 12.2.4
Damage to the Work
3.14.2, 9.9.1, 10.2.1.2, 10.2.5, 10.4, 12.2.4
Damages, Claims for
3.2.4, 3.18, 6.1.1, 8.3.3, 9.5.1, 9.6.7, 10.3.3, 11.3.2,
11.3, 14.2.4, 15.1.7
Damages for Delay
6.2.3, 8.3.3, 9.5.1.6, 9.7, 10.3.2, 14.3.2
Date of Commencement of the Work, Definition of
8.1.2
Date of Substantial Completion, Definition of
8.1.3
Day, Definition of
8.1.4
Decisions of the Architect
3.7.4, 4.2.6, 4.2.7, 4.2.11, 4.2.12, 4.2.13, 6.3, 7.3.4,
7.3.9, 8.1.3, 8.3.1, 9.2, 9.4, 9.5.1, 9.8.4, 9.9.1, 13.4.2,
14.2.2, 14.2.4, 15.1, 15.2
Decisions to Withhold Certification
9.4.1, **9.5**, 9.7, 14.1.1.3
Defective or Nonconforming Work, Acceptance,
Rejection and Correction of
2.5, 3.5, 4.2.6, 6.2.3, 9.5.1, 9.5.3, 9.6.6, 9.8.2, 9.9.3,
9.10.4, 12.2.1
Definitions
1.1, 2.1.1, 3.1.1, 3.5, 3.12.1, 3.12.2, 3.12.3, 4.1.1, 5.1,
6.1.2, 7.2.1, 7.3.1, 8.1, 9.1, 9.8.1, 15.1.1
Delays and Extensions of Time
3.2, **3.7.4**, 5.2.3, 7.2.1, 7.3.1, **7.4**, **8.3**, 9.5.1, **9.7**,
10.3.2, **10.4**, 14.3.2, **15.1.6**, 15.2.5
Digital Data Use and Transmission
1.7
Disputes
6.3, 7.3.9, 15.1, 15.2
Documents and Samples at the Site
3.11
Drawings, Definition of
1.1.5
Drawings and Specifications, Use and Ownership of
3.11
Effective Date of Insurance
8.2.2
Emergencies
10.4, 14.1.1.2, **15.1.5**
Employees, Contractor's
3.3.2, 3.4.3, 3.8.1, 3.9, 3.18.2, 4.2.3, 4.2.6, 10.2,
10.3.3, 11.3, 14.1, 14.2.1.1
Equipment, Labor, or Materials
1.1.3, 1.1.6, 3.4, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1,
4.2.6, 4.2.7, 5.2.1, 6.2.1, 7.3.4, 9.3.2, 9.3.3, 9.5.1.3,
9.10.2, 10.2.1, 10.2.4, 14.2.1.1, 14.2.1.2
Execution and Progress of the Work
1.1.3, 1.2.1, 1.2.2, 2.3.4, 2.3.6, 3.1, 3.3.1, 3.4.1, 3.7.1,
3.10.1, 3.12, 3.14, 4.2, 6.2.2, 7.1.3, 7.3.6, 8.2, 9.5.1,
9.9.1, 10.2, 10.3, 12.1, 12.2, 14.2, 14.3.1, 15.1.4

Extensions of Time
3.2.4, 3.7.4, 5.2.3, 7.2.1, 7.3, 7.4, 9.5.1, 9.7, 10.3.2,
10.4, 14.3, 15.1.6, **15.2.5**
Failure of Payment
9.5.1.3, **9.7**, 9.10.2, 13.5, 14.1.1.3, 14.2.1.2
Faulty Work
(See Defective or Nonconforming Work)
Final Completion and Final Payment
4.2.1, 4.2.9, 9.8.2, **9.10**, 12.3, 14.2.4, 14.4.3
Financial Arrangements, Owner's
2.2.1, 13.2.2, 14.1.1.4
GENERAL PROVISIONS
1
Governing Law
13.1
Guarantees (See Warranty)
Hazardous Materials and Substances
10.2.4, **10.3**
Identification of Subcontractors and Suppliers
5.2.1
Indemnification
3.17, **3.18**, 9.6.8, 9.10.2, 10.3.3, 11.3
Information and Services Required of the Owner
2.1.2, **2.2**, 2.3, 3.2.2, 3.12.10.1, 6.1.3, 6.1.4, 6.2.5,
9.6.1, 9.9.2, 9.10.3, 10.3.3, 11.2, 13.4.1, 13.4.2,
14.1.1.4, 14.1.4, 15.1.4
Initial Decision
15.2
Initial Decision Maker, Definition of
1.1.8
Initial Decision Maker, Decisions
14.2.4, 15.1.4.2, 15.2.1, 15.2.2, 15.2.3, 15.2.4, 15.2.5
Initial Decision Maker, Extent of Authority
14.2.4, 15.1.4.2, 15.2.1, 15.2.2, 15.2.3, 15.2.4, 15.2.5
Injury or Damage to Person or Property
10.2.8, 10.4
Inspections
3.1.3, 3.3.3, 3.7.1, 4.2.2, 4.2.6, 4.2.9, 9.4.2, 9.8.3,
9.9.2, 9.10.1, 12.2.1, 13.4
Instructions to Bidders
1.1.1
Instructions to the Contractor
3.2.4, 3.3.1, 3.8.1, 5.2.1, 7, 8.2.2, 12, 13.4.2
Instruments of Service, Definition of
1.1.7
Insurance
6.1.1, 7.3.4, 8.2.2, 9.3.2, 9.8.4, 9.9.1, 9.10.2, 10.2.5, **11**
Insurance, Notice of Cancellation or Expiration
11.1.4, 11.2.3
Insurance, Contractor's Liability
11.1
Insurance, Effective Date of
8.2.2, 14.4.2
Insurance, Owner's Liability
11.2
Insurance, Property
10.2.5, 11.2, 11.4, 11.5

Insurance, Stored Materials
9.3.2
INSURANCE AND BONDS
11
Insurance Companies, Consent to Partial Occupancy
9.9.1
Insured loss, Adjustment and Settlement of
11.5
Intent of the Contract Documents
1.2.1, 4.2.7, 4.2.12, 4.2.13
Interest
13.5
Interpretation
1.1.8, 1.2.3, **1.4**, 4.1.1, 5.1, 6.1.2, 15.1.1
Interpretations, Written
4.2.11, 4.2.12
Judgment on Final Award
15.4.2
Labor and Materials, Equipment
1.1.3, 1.1.6, **3.4**, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1,
5.2.1, 6.2.1, 7.3.4, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2, 10.2.1,
10.2.4, 14.2.1.1, 14.2.1.2
Labor Disputes
8.3.1
Laws and Regulations
1.5, 2.3.2, 3.2.3, 3.2.4, 3.6, 3.7, 3.12.10, 3.13, 9.6.4,
9.9.1, 10.2.2, 13.1, 13.3.1, 13.4.2, 13.5, 14, 15.2.8,
15.4
Liens
2.1.2, 9.3.1, 9.3.3, 9.6.8, 9.10.2, 9.10.4, 15.2.8
Limitations, Statutes of
12.2.5, 15.1.2, 15.4.1.1
Limitations of Liability
3.2.2, 3.5, 3.12.10, 3.12.10.1, 3.17, 3.18.1, 4.2.6,
4.2.7, 6.2.2, 9.4.2, 9.6.4, 9.6.7, 9.6.8, 10.2.5, 10.3.3,
11.3, 12.2.5, 13.3.1
Limitations of Time
2.1.2, 2.2, 2.5, 3.2.2, 3.10, 3.11, 3.12.5, 3.15.1, 4.2.7,
5.2, 5.3, 5.4.1, 6.2.4, 7.3, 7.4, 8.2, 9.2, 9.3.1, 9.3.3,
9.4.1, 9.5, 9.6, 9.7, 9.8, 9.9, 9.10, 12.2, 13.4, 14, 15,
15.1.2, 15.1.3, 15.1.5
Materials, Hazardous
10.2.4, **10.3**
Materials, Labor, Equipment and
1.1.3, 1.1.6, 3.4.1, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1,
5.2.1, 6.2.1, 7.3.4, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2,
10.2.1.2, 10.2.4, 14.2.1.1, 14.2.1.2
Means, Methods, Techniques, Sequences and
Procedures of Construction
3.3.1, 3.12.10, 4.2.2, 4.2.7, 9.4.2
Mechanic's Lien
2.1.2, 9.3.1, 9.3.3, 9.6.8, 9.10.2, 9.10.4, 15.2.8
Mediation
8.3.1, 15.1.3.2, 15.2.1, 15.2.5, 15.2.6, **15.3**, 15.4.1,
15.4.1.1
Minor Changes in the Work
1.1.1, 3.4.2, 3.12.8, 4.2.8, 7.1, **7.4**

MISCELLANEOUS PROVISIONS

13

Modifications, Definition of

1.1.1

Modifications to the Contract

1.1.1, 1.1.2, 2.5, 3.11, 4.1.2, 4.2.1, 5.2.3, 7, 8.3.1, 9.7, 10.3.2

Mutual Responsibility

6.2

Nonconforming Work, Acceptance of

9.6.6, 9.9.3, 12.3

Nonconforming Work, Rejection and Correction of
2.4, 2.5, 3.5, 4.2.6, 6.2.4, 9.5.1, 9.8.2, 9.9.3, 9.10.4, 12.2

Notice

1.6, 1.6.1, 1.6.2, 2.1.2, 2.2.2, 2.2.3, 2.2.4, 2.5, 3.2.4, 3.3.1, 3.7.4, 3.7.5, 3.9.2, 3.12.9, 3.12.10, 5.2.1, 7.4, 8.2.2, 9.6.8, 9.7, 9.10.1, 10.2.8, 10.3.2, 11.5, 12.2.2.1, 13.4.1, 13.4.2, 14.1, 14.2.2, 14.4.2, 15.1.3, 15.1.5, 15.1.6, 15.4.1

Notice of Cancellation or Expiration of Insurance

11.1.4, 11.2.3

Notice of Claims

1.6.2, 2.1.2, 3.7.4, 9.6.8, 10.2.8, 15.1.3, 15.1.5, 15.1.6, 15.2.8, 15.3.2, 15.4.1

Notice of Testing and Inspections

13.4.1, 13.4.2

Observations, Contractor's

3.2, 3.7.4

Occupancy

2.3.1, 9.6.6, 9.8

Orders, Written

1.1.1, 2.4, 3.9.2, 7, 8.2.2, 11.5, 12.1, 12.2.2.1, 13.4.2, 14.3.1

OWNER

2

Owner, Definition of

2.1.1

Owner, Evidence of Financial Arrangements

2.2, 13.2.2, 14.1.1.4

Owner, Information and Services Required of the

2.1.2, 2.2, 2.3, 3.2.2, 3.12.10, 6.1.3, 6.1.4, 6.2.5, 9.3.2, 9.6.1, 9.6.4, 9.9.2, 9.10.3, 10.3.3, 11.2, 13.4.1, 13.4.2, 14.1.1.4, 14.1.4, 15.1.4

Owner's Authority

1.5, 2.1.1, 2.3.32.4, 2.5, 3.4.2, 3.8.1, 3.12.10, 3.14.2, 4.1.2, 4.2.4, 4.2.9, 5.2.1, 5.2.4, 5.4.1, 6.1, 6.3, 7.2.1, 7.3.1, 8.2.2, 8.3.1, 9.3.2, 9.5.1, 9.6.4, 9.9.1, 9.10.2, 10.3.2, 11.4, 11.5, 12.2.2, 12.3, 13.2.2, 14.3, 14.4, 15.2.7

Owner's Insurance

11.2

Owner's Relationship with Subcontractors

1.1.2, 5.2, 5.3, 5.4, 9.6.4, 9.10.2, 14.2.2

Owner's Right to Carry Out the Work

2.5, 14.2.2

Owner's Right to Clean Up

6.3

Owner's Right to Perform Construction and to Award Separate Contracts

6.1

Owner's Right to Stop the Work

2.4

Owner's Right to Suspend the Work

14.3

Owner's Right to Terminate the Contract

14.2, 14.4

Ownership and Use of Drawings, Specifications and Other Instruments of Service

1.1.1, 1.1.6, 1.1.7, 1.5, 2.3.6, 3.2.2, 3.11, 3.17, 4.2.12, 5.3

Partial Occupancy or Use

9.6.6, 9.9

Patching, Cutting and

3.14, 6.2.5

Patents

3.17

Payment, Applications for

4.2.5, 7.3.9, 9.2, 9.3, 9.4, 9.5, 9.6.3, 9.7, 9.8.5, 9.10.1, 14.2.3, 14.2.4, 14.4.3

Payment, Certificates for

4.2.5, 4.2.9, 9.3.3, 9.4, 9.5, 9.6.1, 9.6.6, 9.7, 9.10.1, 9.10.3, 14.1.1.3, 14.2.4

Payment, Failure of

9.5.1.3, 9.7, 9.10.2, 13.5, 14.1.1.3, 14.2.1.2

Payment, Final

4.2.1, 4.2.9, 9.10, 12.3, 14.2.4, 14.4.3

Payment Bond, Performance Bond and

7.3.4.4, 9.6.7, 9.10.3, 11.1.2

Payments, Progress

9.3, 9.6, 9.8.5, 9.10.3, 14.2.3, 15.1.4

PAYMENTS AND COMPLETION

9

Payments to Subcontractors

5.4.2, 9.5.1.3, 9.6.2, 9.6.3, 9.6.4, 9.6.7, 14.2.1.2

PCB

10.3.1

Performance Bond and Payment Bond

7.3.4.4, 9.6.7, 9.10.3, 11.1.2

Permits, Fees, Notices and Compliance with Laws

2.3.1, 3.7, 3.13, 7.3.4.4, 10.2.2

PERSONS AND PROPERTY, PROTECTION OF

10

Polychlorinated Biphenyl

10.3.1

Product Data, Definition of

3.12.2

Product Data and Samples, Shop Drawings

3.11, 3.12, 4.2.7

Progress and Completion

4.2.2, 8.2, 9.8, 9.9.1, 14.1.4, 15.1.4

Progress Payments

9.3, 9.6, 9.8.5, 9.10.3, 14.2.3, 15.1.4

Init.

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Project, Definition of

1.1.4

Project Representatives

4.2.10

Property Insurance

10.2.5, 11.2

Proposal Requirements

1.1.1

**PROTECTION OF PERSONS AND PROPERTY
10**

Regulations and Laws

1.5, 2.3.2, 3.2.3, 3.6, 3.7, 3.12.10, 3.13, 9.6.4, 9.9.1,
10.2.2, 13.1, 13.3, 13.4.1, 13.4.2, 13.5, 14, 15.2.8, 15.4

Rejection of Work

4.2.6, 12.2.1

Releases and Waivers of Liens

9.3.1, 9.10.2

Representations

3.2.1, 3.5, 3.12.6, 8.2.1, 9.3.3, 9.4.2, 9.5.1, 9.10.1

Representatives

2.1.1, 3.1.1, 3.9, 4.1.1, 4.2.10, 13.2.1

Responsibility for Those Performing the Work

3.3.2, 3.18, 4.2.2, 4.2.3, 5.3, 6.1.3, 6.2, 6.3, 9.5.1, 10

Retainage

9.3.1, 9.6.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3

**Review of Contract Documents and Field
Conditions by Contractor**

3.2, 3.12.7, 6.1.3

Review of Contractor's Submittals by Owner and
Architect

3.10.1, 3.10.2, 3.11, 3.12, 4.2, 5.2, 6.1.3, 9.2, 9.8.2

Review of Shop Drawings, Product Data and Samples
by Contractor

3.12

Rights and Remedies

1.1.2, 2.4, 2.5, 3.5, 3.7.4, 3.15.2, 4.2.6, 5.3, 5.4, 6.1,
6.3, 7.3.1, 8.3, 9.5.1, 9.7, 10.2.5, 10.3, 12.2.1, 12.2.2,
12.2.4, **13.3**, 14, 15.4

Royalties, Patents and Copyrights

3.17

Rules and Notices for Arbitration

15.4.1

Safety of Persons and Property

10.2, 10.4

Safety Precautions and Programs

3.3.1, 4.2.2, 4.2.7, 5.3, **10.1**, 10.2, 10.4

Samples, Definition of

3.12.3

Samples, Shop Drawings, Product Data and

3.11, 3.12, 4.2.7

Samples at the Site, Documents and

3.11

Schedule of Values

9.2, 9.3.1

Schedules, Construction

3.10, 3.12.1, 3.12.2, 6.1.3, 15.1.6.2

Separate Contracts and Contractors

1.1.4, 3.12.5, 3.14.2, 4.2.4, 4.2.7, 6, 8.3.1, 12.1.2

Separate Contractors, Definition of

6.1.1

Shop Drawings, Definition of

3.12.1

Shop Drawings, Product Data and Samples

3.11, **3.12**, 4.2.7

Site, Use of

3.13, 6.1.1, 6.2.1

Site Inspections

3.2.2, 3.3.3, 3.7.1, 3.7.4, 4.2, 9.9.2, 9.4.2, 9.10.1, 13.4

Site Visits, Architect's

3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.5.1, 9.9.2, 9.10.1, 13.4

Special Inspections and Testing

4.2.6, 12.2.1, 13.4

Specifications, Definition of

1.1.6

Specifications

1.1.1, **1.1.6**, 1.2.2, 1.5, 3.12.10, 3.17, 4.2.14

Statute of Limitations

15.1.2, 15.4.1.1

Stopping the Work

2.2.2, 2.4, 9.7, 10.3, 14.1

Stored Materials

6.2.1, 9.3.2, 10.2.1.2, 10.2.4

Subcontractor, Definition of

5.1.1

SUBCONTRACTORS

5

Subcontractors, Work by

1.2.2, 3.3.2, 3.12.1, 3.18, 4.2.3, 5.2.3, 5.3, 5.4, 9.3.1.2,
9.6.7

Subcontractual Relations

5.3, 5.4, 9.3.1.2, 9.6, 9.10, 10.2.1, 14.1, 14.2.1

Submittals

3.10, 3.11, 3.12, 4.2.7, 5.2.1, 5.2.3, 7.3.4, 9.2, 9.3, 9.8,
9.9.1, 9.10.2, 9.10.3

Submittal Schedule

3.10.2, 3.12.5, 4.2.7

Subrogation, Waivers of

6.1.1, **11.3**

Substances, Hazardous

10.3

Substantial Completion

4.2.9, 8.1.1, 8.1.3, 8.2.3, 9.4.2, **9.8**, 9.9.1, 9.10.3, 12.2,
15.1.2

Substantial Completion, Definition of

9.8.1

Substitution of Subcontractors

5.2.3, 5.2.4

Substitution of Architect

2.3.3

Substitutions of Materials

3.4.2, 3.5, 7.3.8

Sub-subcontractor, Definition of

5.1.2

Init.

Subsurface Conditions

3.7.4

Successors and Assigns

13.2

Superintendent

3.9, 10.2.6

Supervision and Construction Procedures

1.2.2, 3.3, 3.4, 3.12.10, 4.2.2, 4.2.7, 6.1.3, 6.2.4, 7.1.3, 7.3.4, 8.2, 8.3.1, 9.4.2, 10, 12, 14, 15.1.4

Suppliers

1.5, 3.12.1, 4.2.4, 4.2.6, 5.2.1, 9.3, 9.4.2, 9.5.4, 9.6, 9.10.5, 14.2.1

Surety

5.4.1.2, 9.6.8, 9.8.5, 9.10.2, 9.10.3, 11.1.2, 14.2.2, 15.2.7

Surety, Consent of

9.8.5, 9.10.2, 9.10.3

Surveys

1.1.7, 2.3.4

Suspension by the Owner for Convenience

14.3

Suspension of the Work

3.7.5, 5.4.2, 14.3

Suspension or Termination of the Contract

5.4.1.1, 14

Taxes

3.6, 3.8.2.1, 7.3.4.4

Termination by the Contractor

14.1, 15.1.7

Termination by the Owner for Cause

5.4.1.1, 14.2, 15.1.7

Termination by the Owner for Convenience

14.4

Termination of the Architect

2.3.3

Termination of the Contractor Employment

14.2.2

TERMINATION OR SUSPENSION OF THE CONTRACT

14

Tests and Inspections

3.1.3, 3.3.3, 3.7.1, 4.2.2, 4.2.6, 4.2.9, 9.4.2, 9.8.3, 9.9.2, 9.10.1, 10.3.2, 12.2.1, 13.4

TIME

8

Time, Delays and Extensions of

3.2.4, 3.7.4, 5.2.3, 7.2.1, 7.3.1, 7.4, 8.3, 9.5.1, 9.7, 10.3.2, 10.4, 14.3.2, 15.1.6, 15.2.5

Time Limits

2.1.2, 2.2, 2.5, 3.2.2, 3.10, 3.11, 3.12.5, 3.15.1, 4.2, 5.2, 5.3, 5.4, 6.2.4, 7.3, 7.4, 8.2, 9.2, 9.3.1, 9.3.3, 9.4.1, 9.5, 9.6, 9.7, 9.8, 9.9, 9.10, 12.2, 13.4, 14, 15.1.2, 15.1.3, 15.4

Time Limits on Claims

3.7.4, 10.2.8, 15.1.2, 15.1.3

Title to Work

9.3.2, 9.3.3

UNCOVERING AND CORRECTION OF WORK

12

Uncovering of Work

12.1

Unforeseen Conditions, Concealed or Unknown

3.7.4, 8.3.1, 10.3

Unit Prices

7.3.3.2, 9.1.2

Use of Documents

1.1.1, 1.5, 2.3.6, 3.12.6, 5.3

Use of Site

3.13, 6.1.1, 6.2.1

Values, Schedule of

9.2, 9.3.1

Waiver of Claims by the Architect

13.3.2

Waiver of Claims by the Contractor

9.10.5, 13.3.2, 15.1.7

Waiver of Claims by the Owner

9.9.3, 9.10.3, 9.10.4, 12.2.2.1, 13.3.2, 14.2.4, 15.1.7

Waiver of Consequential Damages

14.2.4, 15.1.7

Waiver of Liens

9.3, 9.10.2, 9.10.4

Waivers of Subrogation

6.1.1, 11.3

Warranty

3.5, 4.2.9, 9.3.3, 9.8.4, 9.9.1, 9.10.2, 9.10.4, 12.2.2, 15.1.2

Weather Delays

8.3, 15.1.6.2

Work, Definition of

1.1.3

Written Consent

1.5.2, 3.4.2, 3.7.4, 3.12.8, 3.14.2, 4.1.2, 9.3.2, 9.10.3, 13.2, 13.3.2, 15.4.4.2

Written Interpretations

4.2.11, 4.2.12

Written Orders

1.1.1, 2.4, 3.9, 7, 8.2.2, 12.1, 12.2, 13.4.2, 14.3.1

Init.

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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.

§ 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

If the parties intend to transmit Instruments of Service or any other information or documentation in digital form, prior to commencement of Work they shall endeavor to establish necessary protocols governing such transmissions, unless otherwise already provided in the Agreement or the Contract Documents.

(Paragraphs deleted)

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 Reserved

(Paragraphs deleted)

§ 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 shall retain 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 seven-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 after such seven-day period give the Contractor a second written notice to correct such deficiencies within a three-day period. If the Contractor within such three-day period after receipt of such second notice fails to commence and continue to correct any deficiencies, 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 of 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 pursuant to Section 3.2 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 and necessary changes shall be accomplished by appropriate Modification to the Contract Documents.

§ 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, as between the Owner and the Contractor, 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 not proceed with that portion of the Work without further written instructions from the Architect.

§ 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 for a period of one-year after the date of Substantial Completion of the Work or designated portion thereof or after the date of commencement of warranties established under Subparagraph 9.9.1 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 for a period of one-year after the date of Substantial Completion of the Work or designated portion thereof or after the date of commencement of warranties established under Subparagraph 9.9.1 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 Subject to Section 3.2.3, 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 Subject to Section 3.2.3, 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. If the conditions encountered are materially different, the Contract Sum and Contract Time shall be equitably adjusted. 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 recognizes the existence of human remains, burial markers, or archaeological sites 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. If such conditions are encountered, the Contract Sum and Contract Time shall be equitably adjusted.

§ 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 such stated 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 the difference between actual costs and the allowances under Section 3.8.2.1 and Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner in sufficient time to avoid delay in the Work.

§ 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 Contractor's Project Manager shall represent the Contractor, and communications given to the Contractor's Project Manager shall be as binding as if given to the Contractor.

§ 3.9.2 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, unless such person becomes unable to perform his or her duties due to death, disability, resignation, or termination of employment. If the superintendent is no longer capable of performing his or her duties as described above, the Contractor shall promptly submit to the Owner the resume of any person Contractor requests to instate as a substitute, and unless the Owner reasonably objects, such person shall be substituted.

(Paragraph deleted)

§ 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.

§ 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, and the Contractor shall not be responsible for the adequacy and accuracy of such performance and design criteria. 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 all 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 reasonably 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, 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 as close as reasonably practicable under the circumstances 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.

§ 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. The term "Architect" means the Architect or the Architect's authorized representative.

§ 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, except as provided in Section 3.3.1.

§ 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 endeavor to 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 so as to cause no delay in the Work or in the activities of the Owner, Contractor or separate contractors, 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, unless specifically stated by the Architect, 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 promptly 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 with reasonable promptness, but in no event later than fifteen (15) days after receipt of such request. 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 The Work shall be performed under contracts assigned to the Contractor by the Owner on the basis of the bids awarded by the Owner pursuant to the public bidding process required in Minn. Stat. §471.345.

(Paragraphs deleted)

§ 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 assigned to the Contractor as described in Section 5.2.1 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 when directed to do so. 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.

§ 7.2.2 Methods used in determining adjustments to the Contract Sum may include those listed in Section 7.3.3.

§ 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.

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 (1) by 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 disruptions in labor or materials resulting from a health crisis regardless of whether an infectious disease, epidemic, pandemic or outbreak isolated to areas from which such labor and materials are supplied; (5) by delay authorized by the Owner pending mediation and binding dispute resolution; or (6) by other causes that the Contractor asserts and the Architect determines, justify delay, then the Contract Time and the Contract Sum shall be equitably adjusted by Change Order.

§ 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 as compensation 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 conditional 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.

§ 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 amounts owed to such Subcontractor or material or equipment supplier for Work properly performed or material or equipment suitably delivered by such Subcontractor or material or equipment supplier. 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 promptly pay each Subcontractor, 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.

§ 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, including, without limitation, MN IC-134 Withholding Affidavit for Contractors for itself and all Subcontractors, (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

As between the Owner and the Contractor, 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 As between the Owner and the Contractor, 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 As between the Owner and the Contractor, subject to Section 3.2.3, 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 As between the Owner and the Contractor, 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, except 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

(Paragraph deleted)

§ 10.3.1 If a material or substance reasonably believed by the Contractor to be hazardous, toxic, petroleum or a constituent thereof, including but not limited to asbestos or polychlorinated biphenyl (PCB), or that might cause bodily injury or death to persons, is 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 the presence on the site of any (a) hazardous or toxic material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), (b) petroleum or a constituent thereof, or (c) any material or substance that might cause bodily injury, sickness, disease or death, or injury to or destruction of tangible property, except to the extent that such damage, loss, or expense is due to the sole 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 for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, provided that such material or substance was not required by the Contract Documents, 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 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. 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.

§ 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 Agreement. 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 Agreement, 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. 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, 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 of action 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 Agreement, 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 of action 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

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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, 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. All separate policies shall provide this waiver of subrogation by endorsement or otherwise.

§ 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 the right to object to the proposed settlement or allocation of the proceeds. 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 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 written 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 unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs.

§ 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.

(Paragraph deleted)

§ 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 the 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, or makes such assignment with or 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;

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- .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, costs incurred by reason of such termination, and damages.

§ 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 (including the Contractor's Fee thereon); 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, adjustment or interpretation of Contract terms, 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.

§ 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 or such other period provided by applicable law, whichever is less. 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. 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.

§ 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 Agreement and this Article 15.

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§ 15.1.5 Claims for Additional Cost

If the Contractor believes additional cost is involved for reasons including but not limited to (1) a written interpretation from the Architect, (2) an order by the Owner to stop the Work where the Contractor was not at fault, (3) a written order for a minor change in the Work issued by the Architect, (4) failure of payment by the Owner, (5) termination of the Contract by the Owner, (6) Owner's suspension or (7) other reasonable grounds, Claim shall be filed in accordance with this Section 15.1.

§ 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 are not subject to an initial decision by the Initial Decision Maker.

(Paragraphs deleted)

§ 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 as a condition precedent to binding dispute resolution.

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 15.3.3 Reserved.

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

§ 15.4 Litigation

§ 15.4.1 Any Claim subject to, but not resolved by, mediation shall be subject to litigation in a court of competent jurisdiction, unless the parties mutually agree otherwise.

(Paragraphs deleted)

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City Council Action Request

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Meeting Date 8/3/2022

Department Finance

Agenda Category Approve Disbursements

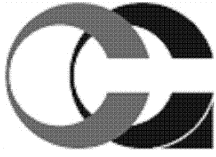
Title Approve payments for the period of 7-20-2022 through 8-4-2022 in the amount of \$3,700,219.86.

Staff

Recommendation

Budget Implication N/A

Attachments	EXPENSE APPROVAL REPORT.tif	7.79MB
	PAYROLL CHECK REGISTER.tif	15.44KB



Cottage Grove

Expense Approval Report

By Vendor Name

Payment Dates 7/20/2022 - 8/4/2022

Vendor Name	Payment Number	Payment Date	Payable Number	Description (Item)	Amount
Vendor: VEN20033 - ACUSHNET COMPANY					
ACUSHNET COMPANY	216795	07/20/2022	912919944	PROSHOP MERCHANDISE	1,402.97
ACUSHNET COMPANY	216869	07/27/2022	912960861	PROSHOP MERCHANDISE	2,762.71
ACUSHNET COMPANY	216795	07/20/2022	913627718	PROSHOP MERCHANDISE	150.76
ACUSHNET COMPANY	216795	07/20/2022	913639989	PROSHOP MERCHANDISE	51.45
ACUSHNET COMPANY	216795	07/20/2022	913701685	CREDIT INV# 912961210 - PROSHOP MERCHANDISE	-100.00
Vendor VEN20033 - ACUSHNET COMPANY Total:					4,267.89
Vendor: VEN01187 - ADVANCED GRAPHIX INC					
ADVANCED GRAPHIX INC	216796	07/20/2022	209536	HELMET NAME DECALS	45.50
ADVANCED GRAPHIX INC	216796	07/20/2022	209585	SET UP OF SQUAD 2258	30.00
Vendor VEN01187 - ADVANCED GRAPHIX INC Total:					75.50
Vendor: VEN35068 - AI TECHNOLOGIES LLC					
AI TECHNOLOGIES LLC	13616	07/28/2022	20011072022	JULY BENEFITS ADMINISTRATION FEES	340.00
Vendor VEN35068 - AI TECHNOLOGIES LLC Total:					340.00
Vendor: VEN34127 - ALL-AMERICAN ICE, LLC					
ALL-AMERICAN ICE, LLC	13571	07/21/2022	3621	RED & WHITE GOAL FRAMES/NET PAD-ICE ARENA	1,830.00
Vendor VEN34127 - ALL-AMERICAN ICE, LLC Total:					1,830.00
Vendor: VEN35218 - ALLIED 100, LLC					
ALLIED 100, LLC	216870	07/27/2022	INV3029550	PM ELECTRODE ADULT CARTRIDGE-EMS SUPPLIES	84.12
Vendor VEN35218 - ALLIED 100, LLC Total:					84.12
Vendor: VEN33229 - AMAZON FULFILLMENT SERVICES, INC.					
AMAZON FULFILLMENT SERVI	13617	07/28/2022	1JFP-VJJR-RMK9	STEEL TRIPLE TRAY WALL POCKET - 31MISC/34605	83.66
AMAZON FULFILLMENT SERVI	13617	07/28/2022	1YG9-GTXC-3V77	PLAYGROUND SUPPLIES-REC	375.41
AMAZON FULFILLMENT SERVI	13617	07/28/2022	1YG9-GTXC-99HY	EQUIPMENT GUARD TRIMMER RACK - 8709/34530	99.99
AMAZON FULFILLMENT SERVI	13572	07/21/2022	1FL9-TVCL-JXNQ	DISINFECTANTS/FLOOR CLEANERS-FIRE	538.00
AMAZON FULFILLMENT SERVI	13617	07/28/2022	1T13-4M3W-K9K7	EXTERNAL HARD DRIVE-IT	129.97
AMAZON FULFILLMENT SERVI	13617	07/28/2022	11QG-M6L1-1Y7H	PLAYDOUGH/TIE DYE-4TH OF JULY PLAYGROUND	163.98
AMAZON FULFILLMENT SERVI	13617	07/28/2022	14YJ-VM7M-3YTN	HOT POTATO GAME- SUPERVISED PLAY	31.64
AMAZON FULFILLMENT SERVI	13572	07/21/2022	1PCD-JK6V-1W17	CHUCKING REAMER-RIVER OAKS	44.94
AMAZON FULFILLMENT SERVI	13617	07/28/2022	11YH-WL1W-XXJQ	CRAFT SUPPLIES-4TH OF JULY PLAYGROUND	113.45
AMAZON FULFILLMENT SERVI	13617	07/28/2022	1JGX-N1QK-9G6M	AC CABLE REPLACEMENT POWER CORD-FIRE	28.77
AMAZON FULFILLMENT SERVI	13617	07/28/2022	11TC-CKVD-1L1M	INCIDENT RESPONSE/CYBERSECURITY GUIDES-IT	149.80
AMAZON FULFILLMENT SERVI	13617	07/28/2022	1KYH-NYJ1-G6CM	NITRILE GLOVES-HERO CENTE	182.95
AMAZON FULFILLMENT SERVI	13617	07/28/2022	1LJ4-1LJH-KYWT	UNIFORM PANT - J.PIERRE	79.00
AMAZON FULFILLMENT SERVI	13617	07/28/2022	1FX3-N1R9-7DJ7	CREDIT INV# 1FL9-TVCL-JXNG - FLOOR CLEANER	-189.05
Vendor VEN33229 - AMAZON FULFILLMENT SERVICES, INC. Total:					1,832.51
Vendor: VEN31224 - AMERICAN FAMILY LIFE ASSURANCE COMPANY OF COLUMBUS					
AMERICAN FAMILY LIFE ASSU	13618	07/28/2022	INV025012	7/14/22 BIWEEKLY PAYROLL 6/20/22-7/3/22	201.13

Expense Approval Report

Payment Dates: 7/20/2022 - 8/4/2022

Vendor Name	Payment Number	Payment Date	Payable Number	Description (Item)	Amount
AMERICAN FAMILY LIFE ASSU	13618	07/28/2022	INV025022	7/28/22 BIWEEKLY PAYROLL 7/4/22-7/17/22	201.13
Vendor VEN31224 - AMERICAN FAMILY LIFE ASSURANCE COMPANY OF COLUMBUS Total:					402.26
Vendor: VEN35926 - AMY CARLSON					
AMY CARLSON	216871	07/27/2022	20220727	REIMBURSE MILEAGE & PARKING FOR IMAGETREND CONNECT	93.75
Vendor VEN35926 - AMY CARLSON Total:					93.75
Vendor: VEN31765 - ANIMAL HUMANE SOCIETY					
ANIMAL HUMANE SOCIETY	216797	07/20/2022	32954	2ND QTR 2022 IMPOUND FEE	1,672.00
Vendor VEN31765 - ANIMAL HUMANE SOCIETY Total:					1,672.00
Vendor: VEN35890 - ARROWMARK LLC					
ARROWMARK LLC	216798	07/20/2022	10225	CONSULTING SVC TO TUNE PUMPHOUSE VFD	977.83
Vendor VEN35890 - ARROWMARK LLC Total:					977.83
Vendor: VEN01017 - ASPEN EQUIPMENT COMPANY					
ASPEN EQUIPMENT COMPAN	13573	07/21/2022	10239226	GAS STRUT/SPRING - 6007/34545	364.80
Vendor VEN01017 - ASPEN EQUIPMENT COMPANY Total:					364.80
Vendor: VEN29293 - ASPEN MILLS					
ASPEN MILLS	216799	07/20/2022	296386	UNIFORM & EMBRODIERY - NOAH	43.78
ASPEN MILLS	216799	07/20/2022	296386	UNIFORM & EMBRODIERY - NOAH	131.36
Vendor VEN29293 - ASPEN MILLS Total:					175.14
Vendor: VEN29278 - BAUER BUILT TIRE					
BAUER BUILT TIRE	216872	07/27/2022	180281931	225/70R195 TIRES - 2601/34450	1,147.00
BAUER BUILT TIRE	216872	07/27/2022	518015593	MNT & DISMNT TIRES - 3115/34586	901.91
BAUER BUILT TIRE	216872	07/27/2022	518015592	12R225 TIRES - 3115/34586	4,091.20
Vendor VEN29278 - BAUER BUILT TIRE Total:					6,140.11
Vendor: VEN34204 - BENEFIT EXTRAS, INC.					
BENEFIT EXTRAS, INC.	13574	07/21/2022	109641	JUL FEES - COBRA/RETIREE BILLING/HRA & FLEX ADMIN	951.50
Vendor VEN34204 - BENEFIT EXTRAS, INC. Total:					951.50
Vendor: VEN32569 - BERTELSON BROTHERS, INC					
BERTELSON BROTHERS, INC	13619	07/28/2022	M-65575306/30/2022	JUNE OFFICE SUPPLIES	1,809.89
BERTELSON BROTHERS, INC	13619	07/28/2022	M-65575306/30/2022	JUNE OFFICE SUPPLIES	64.41
BERTELSON BROTHERS, INC	13619	07/28/2022	M-65575306/30/2022	JUNE OFFICE SUPPLIES	413.55
Vendor VEN32569 - BERTELSON BROTHERS, INC Total:					2,287.85
Vendor: VEN31007 - BITUMINOUS ROADWAYS, INC					
BITUMINOUS ROADWAYS, INC	13620	07/28/2022	15982	HEARTHSIDE - B-BALL & TENNIS BITUMINOUS REPLAC	49,000.00
Vendor VEN31007 - BITUMINOUS ROADWAYS, INC Total:					49,000.00
Vendor: VEN35453 - BIX PRODUCE COMPANY LLC					
BIX PRODUCE COMPANY LLC	13575	07/21/2022	5446236	FOOD FOR CLUBHOUSE	172.00
BIX PRODUCE COMPANY LLC	13575	07/21/2022	5448478	FOOD FOR CLUBHOUSE	379.25
BIX PRODUCE COMPANY LLC	13621	07/28/2022	5452099	FOOD FOR CLUBHOUSE	258.30
BIX PRODUCE COMPANY LLC	13621	07/28/2022	5460224	FOOD FOR CLUBHOUSE	410.99
Vendor VEN35453 - BIX PRODUCE COMPANY LLC Total:					1,220.54
Vendor: VEN35917 - BLACKTOP CONCEPTS INC					
BLACKTOP CONCEPTS INC	216800	07/20/2022	20220720	REFUND PERMIT# 2022- 018466 - 7127 HIDDEN VALLEY LN	76.00
Vendor VEN35917 - BLACKTOP CONCEPTS INC Total:					76.00

Expense Approval Report

Payment Dates: 7/20/2022 - 8/4/2022

Vendor Name	Payment Number	Payment Date	Payable Number	Description (Item)	Amount
Vendor: VEN31447 - BOLTON & MENK, INC					
BOLTON & MENK, INC	13576	07/21/2022	291688	2020 HAMLET PARK EXPANSION SVCS 4/30/22-5/27/22	2,782.50
BOLTON & MENK, INC	13576	07/21/2022	291689	2021 MILL & OVERLAY SVCS 4/30/22-5/27/22	290.00
BOLTON & MENK, INC	13576	07/21/2022	291690	2021 PAVEMENT MANAGEMENT SVCS 4/30/22-5/27/22	1,152.50
BOLTON & MENK, INC	13576	07/21/2022	291691	2022 MILL OVERLAY PROJECT SVCS 4/30/22-5/27/22	4,005.00
BOLTON & MENK, INC	13576	07/21/2022	291692	80TH ST IMPROVEMENTS SVCS 4/30/22-5/27/22	217.50
BOLTON & MENK, INC	13576	07/21/2022	291693	9484 GLENDENNING ROAD SVCS 4/30/22-5/27/22	3,145.00
BOLTON & MENK, INC	13576	07/21/2022	291694	95TH JAMAICA SITE SVCS 4/30/22-5/27/22	835.00
BOLTON & MENK, INC	13576	07/21/2022	291695	ANDERSEN RENEWAL EXPANSION SVCS 4/30/22-5/27/22	2,106.50
BOLTON & MENK, INC	13576	07/21/2022	291696	BAILEY DEVELOPMENT SVCS 4/30/22-5/27/22	1,170.00
BOLTON & MENK, INC	13576	07/21/2022	291697	CARDINAL RESERVE SVCS 4/30/22-5/27/22	9,890.50
BOLTON & MENK, INC	13576	07/21/2022	291698	COMP SANITARY SEWER PLAN SVCS 4/30/22-5/27/22	8,747.00
BOLTON & MENK, INC	13576	07/21/2022	291699	EASTBROOKE SVCS 4/30/22-5/27/22	412.50
BOLTON & MENK, INC	13576	07/21/2022	291700	EASTBROOKE 2ND ADDITION SVCS 4/30/22-5/27/22	1,445.00
BOLTON & MENK, INC	13576	07/21/2022	291701	LEHIGH DEVELOPMENT SVCS 4/30/22-5/27/22	205.00
BOLTON & MENK, INC	13576	07/21/2022	291701	RIVER OAKS RCUT SVCS 4/30/22-5/27/22	4,840.00
BOLTON & MENK, INC	13576	07/21/2022	291701	2022 FWD TESTING SVCS 4/30/22-5/27/22	498.00
BOLTON & MENK, INC	13576	07/21/2022	291701	CCIP ASSISTANCE 2022 SVCS 4/30/22-5/27/22	2,556.00
BOLTON & MENK, INC	13576	07/21/2022	291701	8420 INDIAN BLVD DRAINAGE SVCS 4/30/22-5/27/22	3,885.00
BOLTON & MENK, INC	13576	07/21/2022	291701	RIVER OAKS POND SURVEY SVCS 4/30/22-5/27/22	1,655.00
BOLTON & MENK, INC	13576	07/21/2022	291701	SUMMERGATE 65TH ST SVCS 4/30/22-5/27/22	2,088.00
BOLTON & MENK, INC	13576	07/21/2022	291701	NESVIG DEVELOPMENT SVCS 4/30/22-5/27/22	30.00
BOLTON & MENK, INC	13576	07/21/2022	291701	ICE ARENA NAMING RIGHTS SVCS 4/30/22-5/27/22	330.00
BOLTON & MENK, INC	13576	07/21/2022	291701	SOUTHWEST ARTERIAL GRANT APPLICATION CREDIT	-7,198.00
BOLTON & MENK, INC	13576	07/21/2022	291701	80TH STREET SIGNAL ADJUSTMENTS SVC 4/30/22-5/27/22	1,056.00
BOLTON & MENK, INC	13576	07/21/2022	291701	7584 80TH STREET SVCS 4/30/22-5/27/22	1,050.50
BOLTON & MENK, INC	13576	07/21/2022	291703	GIS PROJECT UPDATES SVCS 4/30/22-5/27/22	1,743.00
BOLTON & MENK, INC	13576	07/21/2022	291704	GLACIAL VALLEY ESTATES SVCS 4/30/22-5/27/22	552.00
BOLTON & MENK, INC	13576	07/21/2022	291705	GLACIAL VALLEY ESTATES 2ND SVCS 4/30/22-5/27/22	24,913.50
BOLTON & MENK, INC	13576	07/21/2022	291706	GLACIAL VALLEY PARK PH 1 SVCS 4/30/22-5/27/22	13,450.00
BOLTON & MENK, INC	13576	07/21/2022	291707	HAMLET PARK EXP PHASE 3 SVCS 4/30/22-5/27/22	1,667.50

Expense Approval Report

Payment Dates: 7/20/2022 - 8/4/2022

Vendor Name	Payment Number	Payment Date	Payable Number	Description (Item)	Amount
BOLTON & MENK, INC	13576	07/21/2022	291708	HAWTHORNE SVCS 4/30/22-5/27/22	3,727.50
BOLTON & MENK, INC	13576	07/21/2022	291709	HAWTHORNE 2ND ADDITION SVCS 4/30/22-5/27/22	35,282.50
BOLTON & MENK, INC	13576	07/21/2022	291710	HEMINGWAY INDUSTRIAL SVCS 4/30/22-5/27/22	4,973.50
BOLTON & MENK, INC	13576	07/21/2022	291711	HIGH POINTE SVCS 4/30/22-5/27/22	145.00
BOLTON & MENK, INC	13576	07/21/2022	291712	HINTON WOODS SVCS 4/30/22-5/27/22	11,597.00
BOLTON & MENK, INC	13576	07/21/2022	291713	HINTON WOODS 2ND SVCS 4/30/22-5/27/22	1,320.50
BOLTON & MENK, INC	13576	07/21/2022	291714	JAMAICA AVENUE EAST POINT SVCS 4/30/22-5/27/22	26,068.50
BOLTON & MENK, INC	13576	07/21/2022	291715	LAKE ROBERT OUTLET SVCS 4/30/22-5/27/22	197.50
BOLTON & MENK, INC	13576	07/21/2022	291716	LANGDON HILLS SVCS 4/30/22-5/27/22	214.00
BOLTON & MENK, INC	13576	07/21/2022	291717	LEAFLINE EXPANSION SVCS 4/30/22-5/27/22	1,900.50
BOLTON & MENK, INC	13576	07/21/2022	291718	L-P3 POND IMPROVEMENTS SVCS 4/30/22-5/27/22	7,385.00
BOLTON & MENK, INC	13576	07/21/2022	291722	MICHAEL'S POINTE SVCS 4/30/22-5/27/22	3,645.00
BOLTON & MENK, INC	13576	07/21/2022	291723	MISSISSIPPI LANDING SVCS 4/30/22-5/27/22	726.50
BOLTON & MENK, INC	13576	07/21/2022	291726	OAKWOOD PARK IMPROVEMENTS SVCS 4/30/22-5/27/22	527.50
BOLTON & MENK, INC	13576	07/21/2022	291728	OFFICE HOURS SVCS 4/30/22-5/27/22	7,772.50
BOLTON & MENK, INC	13576	07/21/2022	291730	PARKVIEW POINTE FINAL ST SVCS 4/30/22-5/27/22	161.00
BOLTON & MENK, INC	13576	07/21/2022	291731	PILLAI BUILDERS SVCS 4/30/22-5/27/22	4,152.50
BOLTON & MENK, INC	13576	07/21/2022	291732	PINE HILL SCHOOL ANALYSIS SVCS 4/30/22-5/27/22	680.00
BOLTON & MENK, INC	13576	07/21/2022	291733	PLANNING SVC OFFICE HOURS SVCS 4/30/22-5/27/22	7,039.00
BOLTON & MENK, INC	13576	07/21/2022	291734	RAVINE CROSSING SVCS 4/30/22-5/27/22	354.50
BOLTON & MENK, INC	13576	07/21/2022	291735	ROLLING MEADOWS SVCS 4/30/22-5/27/22	1,691.00
BOLTON & MENK, INC	13576	07/21/2022	291738	SETTLERS BLUFF SVCS 4/30/22-5/27/22	19,098.50
BOLTON & MENK, INC	13576	07/21/2022	291740	SETTLERS BLUFF 2ND ADDITION SVCS 4/30/22-5/27/22	12,614.00
BOLTON & MENK, INC	13576	07/21/2022	291741	SHOPPES AT COTTAGE VIEW SVCS 4/30/22-5/27/22	5,061.50
BOLTON & MENK, INC	13576	07/21/2022	291742	SOUTH DISTRICT TRUNK SEWER SVCS 4/30/22-5/27/22	12,287.50
BOLTON & MENK, INC	13576	07/21/2022	291743	SOUTH DISTRICT TRUNK STORM SVCS 4/30/22-5/27/22	48,628.50
BOLTON & MENK, INC	13576	07/21/2022	291745	TG-P14 POND IMPROVEMENTS SVCS 4/30/22-5/27/22	8,697.50
BOLTON & MENK, INC	13576	07/21/2022	291746	WEBER-OPPIDAN DEVELOPMENT SVCS 4/30/22-5/27/22	11,130.50
BOLTON & MENK, INC	13576	07/21/2022	291748	WOODWARD PONDS SVCS 4/30/22-5/27/22	247.50
BOLTON & MENK, INC	13576	07/21/2022	291749	WOODWARD PONDS 2ND ADD SVCS 4/30/22-5/27/22	243.00
Vendor VEN31447 - BOLTON & MENK, INC Total:					327,090.00

Expense Approval Report

Payment Dates: 7/20/2022 - 8/4/2022

Vendor Name	Payment Number	Payment Date	Payable Number	Description (Item)	Amount
Vendor: VEN30210 - BOND TRUST SERVICES CORPORATION					
BOND TRUST SERVICES CORP	216801	07/20/2022	73158	2016A GO REFUNDING BONDS FEES	475.00
BOND TRUST SERVICES CORP	216801	07/20/2022	73159	2016B GO IMPROVEMENT BONDS FEES	475.00
BOND TRUST SERVICES CORP	216801	07/20/2022	73160	2021B GO IMPROVEMENT REFUNDING BONDS FEES	475.00
Vendor VEN30210 - BOND TRUST SERVICES CORPORATION Total:					1,425.00
Vendor: VEN02288 - BOUND TREE MEDICAL, LLC					
BOUND TREE MEDICAL, LLC	13580	07/21/2022	84571908	EMS SUPPLIES	921.02
BOUND TREE MEDICAL, LLC	13580	07/21/2022	84575011	EMS SUPPLIES	294.75
BOUND TREE MEDICAL, LLC	13580	07/21/2022	84576552	EMS SUPPLIES	262.16
BOUND TREE MEDICAL, LLC	13622	07/28/2022	84578448	EMS SUPPLIES	30.36
BOUND TREE MEDICAL, LLC	13622	07/28/2022	84582242	EMS SUPPLIES	430.36
Vendor VEN02288 - BOUND TREE MEDICAL, LLC Total:					1,938.65
Vendor: VEN02005 - BOYER FORD TRUCKS INC					
BOYER FORD TRUCKS INC	13581	07/21/2022	7P36857	OIL FILTER - STOCK ITEM	29.77
Vendor VEN02005 - BOYER FORD TRUCKS INC Total:					29.77
Vendor: VEN35273 - BREAKTHRU BEVERAGE MINNESOTA BEER LLC					
BREAKTHRU BEVERAGE MINN	216802	07/20/2022	344707932	BEER FOR CLUBHOUSE	21.00
BREAKTHRU BEVERAGE MINN	216873	07/27/2022	344781395	BEER FOR CLUBHOUSE	733.00
BREAKTHRU BEVERAGE MINN	216873	07/27/2022	344838108	BEER FOR CLUBHOUSE	910.00
Vendor VEN35273 - BREAKTHRU BEVERAGE MINNESOTA BEER LLC Total:					1,664.00
Vendor: VEN35920 - BRYCE TANSKI					
BRYCE TANSKI	216803	07/20/2022	62822716	DIAG THERMAL IMAGER ELITE	1,040.00
Vendor VEN35920 - BRYCE TANSKI Total:					1,040.00
Vendor: VEN33107 - BURGGRAF'S ACE HARDWARE OF COTTAGE GROVE CO.					
BURGGRAF'S ACE HARDWARE	216874	07/27/2022	4696	KEY BLANKS-LIFT STATION GENERATOR	35.90
BURGGRAF'S ACE HARDWARE	216874	07/27/2022	4700	KEY HOLDERS/SPLIT RINGS-LIFT STATION	21.96
BURGGRAF'S ACE HARDWARE	216874	07/27/2022	4701	NITRILE GLOVES-FORESTRY	24.99
Vendor VEN33107 - BURGGRAF'S ACE HARDWARE OF COTTAGE GROVE CO. Total:					82.85
Vendor: VEN35289 - CADD MICROSYSTEMS INC					
CADD MICROSYSTEMS INC	13623	07/28/2022	SO30029972	BlueBeam Additional Licensin	4,398.30
Vendor VEN35289 - CADD MICROSYSTEMS INC Total:					4,398.30
Vendor: VEN03001 - CALLAWAY GOLF					
CALLAWAY GOLF	216804	07/20/2022	934565796	PROSHOP MERCHANDISE	135.70
CALLAWAY GOLF	216804	07/20/2022	934576849	PROSHOP MERCHANDISE	244.20
CALLAWAY GOLF	216875	07/27/2022	934642662	PROSHOP MERCHANDISE	732.60
CALLAWAY GOLF	216804	07/20/2022	934964617	PROSHOP MERCHANDISE	1,437.53
CALLAWAY GOLF	216804	07/20/2022	935132990	CREDIT - PRP REBATE CREDIT	-294.00
CALLAWAY GOLF	216804	07/20/2022	935153104	CREDIT - NET DOWN FOR DISCONTINUED ITEM	-38.00
CALLAWAY GOLF	216875	07/27/2022	935203376	CREDIT - ADJUSTMENT FOR TRADE IN/TRADE UP	-480.00
Vendor VEN03001 - CALLAWAY GOLF Total:					1,738.03
Vendor: VEN32194 - CAPSTONE HOMES, INC					
CAPSTONE HOMES, INC	13582	07/21/2022	20220720-01	REFUND ESCROW - 6862 102ND ST	5,065.00
CAPSTONE HOMES, INC	13582	07/21/2022	20220720-02	REFUND ESCROW - 6854 102ND ST	5,065.00
CAPSTONE HOMES, INC	13582	07/21/2022	20220720-03	REFUND ESCROW - 6870 102ND ST	5,065.00
CAPSTONE HOMES, INC	13582	07/21/2022	20220720-04	REFUND ESCROW - 10097 MISSISSIPPI DUNES BLVD S	5,065.00
CAPSTONE HOMES, INC	13582	07/21/2022	20220720-05	REFUND ESCROW - 6878 102ND ST	5,065.00

Expense Approval Report

Payment Dates: 7/20/2022 - 8/4/2022

Vendor Name	Payment Number	Payment Date	Payable Number	Description (Item)	Amount
CAPSTONE HOMES, INC	13582	07/21/2022	20220720-06	REFUND ESCROW - 6886 102ND ST	5,065.00
CAPSTONE HOMES, INC	13582	07/21/2022	20220720-07	REFUND ESCROW - 6893 101ST ST	5,065.00
CAPSTONE HOMES, INC	13582	07/21/2022	20220720-08	REFUND ESCROW - 6909 101ST ST	5,065.00
CAPSTONE HOMES, INC	13582	07/21/2022	20220720-09	REFUND ESCROW - 6917 101ST ST	5,065.00
CAPSTONE HOMES, INC	13582	07/21/2022	20220720-10	REFUND ESCROW - 6910 102ND ST	5,065.00
CAPSTONE HOMES, INC	13582	07/21/2022	20220720-11	REFUND ESCROW - 6918 102ND ST	5,065.00
CAPSTONE HOMES, INC	13582	07/21/2022	20220720-12	REFUND ESCROW - 6926 102ND ST	5,065.00
CAPSTONE HOMES, INC	13624	07/28/2022	20220727	REFUND ESCROW - 10265 GREENWAY CIR S	5,065.00
Vendor VEN32194 - CAPSTONE HOMES, INC Total:					65,845.00
Vendor: VEN03362 - CARLSON AUTO SERVICE & REPAIR					
CARLSON AUTO SERVICE & RE	13625	07/28/2022	53050	FRNT & REAR WHEEL ALIGNMENT - 2153/34570	119.95
Vendor VEN03362 - CARLSON AUTO SERVICE & REPAIR Total:					119.95
Vendor: VEN35388 - CENTRAL MCGOWAN INC					
CENTRAL MCGOWAN INC	13626	07/28/2022	182190	CO2/NITROGEN CYLINDER RENTAL	15.00
Vendor VEN35388 - CENTRAL MCGOWAN INC Total:					15.00
Vendor: VEN29526 - CENTURY LINK					
CENTURY LINK	216805	07/20/2022	20220701-2	JUL ACCT 612 E12-8029 542	530.00
CENTURY LINK	216806	07/20/2022	300416625	JUNE LONG DISTANCE	2.83
CENTURY LINK	216806	07/20/2022	300416625	JUNE LONG DISTANCE	2.66
CENTURY LINK	216806	07/20/2022	300416625	JUNE LONG DISTANCE	2.66
CENTURY LINK	216806	07/20/2022	300416625	JUNE LONG DISTANCE	27.27
Vendor VEN29526 - CENTURY LINK Total:					565.42
Vendor: VEN33565 - CINTAS CORPORATION NO. 2					
CINTAS CORPORATION NO. 2	13583	07/21/2022	4123572814	PW UNIFORM SVC	6.13
CINTAS CORPORATION NO. 2	13583	07/21/2022	4123572814	PW UNIFORM SVC	32.30
CINTAS CORPORATION NO. 2	13583	07/21/2022	4123709997	SHOP TWL - PAPER CRT - RIVER OAKS UNIFORM SVC	53.32
CINTAS CORPORATION NO. 2	13627	07/28/2022	4124280309	MAT SERVICE - CENTRAL FIRE	129.62
CINTAS CORPORATION NO. 2	13583	07/21/2022	4124280491	SHOP TWL - AIR SVC - CART - HD SCRB SVC - MAT SVC	34.95
CINTAS CORPORATION NO. 2	13583	07/21/2022	4124280491	SHOP TWL - AIR SVC - CART - HD SCRB SVC - MAT SVC	34.95
CINTAS CORPORATION NO. 2	13627	07/28/2022	4124280507	PW UNIFORM SVC	6.13
CINTAS CORPORATION NO. 2	13627	07/28/2022	4124280507	PW UNIFORM SVC	32.30
CINTAS CORPORATION NO. 2	13627	07/28/2022	4124403464	SHOP TOWEL - COVERALL - RIVER OAKS UNIFORM SVC	92.10
CINTAS CORPORATION NO. 2	13583	07/21/2022	4124932709	SHOP TWL - AIR SVC - CART - HD SCRB SVC	17.50
CINTAS CORPORATION NO. 2	13583	07/21/2022	4124932709	SHOP TWL - AIR SVC - CART - HD SCRB SVC	17.50
CINTAS CORPORATION NO. 2	13627	07/28/2022	4125630391	SHOP TWL - AIR SVC - CART - SCRB SVC - SHELL SHOCK	19.50
CINTAS CORPORATION NO. 2	13627	07/28/2022	4125630391	SHOP TWL - AIR SVC - CART - SCRB SVC - SHELL SHOCK	19.50
CINTAS CORPORATION NO. 2	13627	07/28/2022	4125783127	MAT SERVICE - HERO CENTER	313.47
Vendor VEN33565 - CINTAS CORPORATION NO. 2 Total:					809.27
Vendor: VEN03413 - CITY OF EAGAN					
CITY OF EAGAN	216876	07/27/2022	20220727	REFUND PATC COURSE- DANIELLE ANSELMMENT	599.99
Vendor VEN03413 - CITY OF EAGAN Total:					599.99

Expense Approval Report

Payment Dates: 7/20/2022 - 8/4/2022

Vendor Name	Payment Number	Payment Date	Payable Number	Description (Item)	Amount
Vendor: VEN03907 - CITY OF ST PAUL					
CITY OF ST PAUL	216877	07/27/2022	IN50067	CANINE BOARDING-SCOUT 6/10/22-6/12/22	70.00
CITY OF ST PAUL	216807	07/20/2022	IN49957	PDI COURSE FIREARMS INSTRUCTOR-KLIKA/RONNING	2,000.00
CITY OF ST PAUL	216877	07/27/2022	IN50157	LABOR & EQUIPMENT - 80TH & HINTON TRAFFIC SIGNAL	1,862.00
Vendor VEN03907 - CITY OF ST PAUL Total:					3,932.00
Vendor: VEN03062 - CLEVELAND GOLF / SRIXON					
CLEVELAND GOLF / SRIXON	216808	07/20/2022	7033102 SO	PROSHOP MERCHANDISE	166.86
Vendor VEN03062 - CLEVELAND GOLF / SRIXON Total:					166.86
Vendor: VEN35770 - CMC DESIGN LLC					
CMC DESIGN LLC	216878	07/27/2022	233646-IN	PROSHOP MERCHANDISE	585.91
Vendor VEN35770 - CMC DESIGN LLC Total:					585.91
Vendor: VEN03183 - COLLEGE CITY BEVERAGE, INC.					
COLLEGE CITY BEVERAGE, INC	13584	07/21/2022	809015	BEER FOR CLUBHOUSE	714.55
Vendor VEN03183 - COLLEGE CITY BEVERAGE, INC. Total:					714.55
Vendor: VEN32389 - COMCAST					
COMCAST	216809	07/20/2022	20220708	CENTRAL FIRE ACCT# 8772105760347241 7/13- 8/12/22	84.81
Vendor VEN32389 - COMCAST Total:					84.81
Vendor: VEN03943 - COTTAGE GROVE ANIMAL HOSPITAL					
COTTAGE GROVE ANIMAL HO	216879	07/27/2022	258384	VACCINE - SCOUT	18.75
Vendor VEN03943 - COTTAGE GROVE ANIMAL HOSPITAL Total:					18.75
Vendor: VEN03037 - COTTAGE GROVE AREA CHAMBER OF COMMERCE					
COTTAGE GROVE AREA CHAM	13585	07/21/2022	7083	BUSINESS NETWORKING LUNCHEON-LEVITT	25.00
Vendor VEN03037 - COTTAGE GROVE AREA CHAMBER OF COMMERCE Total:					25.00
Vendor: VEN03011 - CRYSTEEL TRUCK EQUIPMENT INC					
CRYSTEEL TRUCK EQUIPMENT	13628	07/28/2022	FP186368	PUNCHED ALUMINUM BASKET - 2601/34572	715.00
Vendor VEN03011 - CRYSTEEL TRUCK EQUIPMENT INC Total:					715.00
Vendor: VEN03012 - CUB FOODS					
CUB FOODS	216810	07/20/2022	20220627	COOKING SPRAY/DISH SOAP FOR SIGN SHOP	26.02
CUB FOODS	216810	07/20/2022	20220630	FOOD FOR CLUBHOUSE	128.91
Vendor VEN03012 - CUB FOODS Total:					154.93
Vendor: VEN03013 - CULLIGAN-MILBERT COMPANY					
CULLIGAN-MILBERT COMPAN	216811	07/20/2022	157X01295505	SOLAR SALT-CLUBHOUSE	55.35
CULLIGAN-MILBERT COMPAN	216811	07/20/2022	157X01308704	SOLAR SALT-PRO SHOP	14.25
Vendor VEN03013 - CULLIGAN-MILBERT COMPANY Total:					69.60
Vendor: VEN32300 - D R HORTON					
D R HORTON	216812	07/20/2022	20220720	REFUND ESCROW - 6031 JASMINE BAY S	5,495.00
Vendor VEN32300 - D R HORTON Total:					5,495.00
Vendor: VEN34041 - DAVID LEE PELTIER JR					
DAVID LEE PELTIER JR	13586	07/21/2022	1296	INSPECT/RESET SIGN CONNECTION-ICE ARENA	350.00
Vendor VEN34041 - DAVID LEE PELTIER JR Total:					350.00
Vendor: VEN29469 - DE LAGE LANDEN FINANCIAL SERVICES					
DE LAGE LANDEN FINANCIAL	216813	07/20/2022	76694610	GOLF CART LEASE 7/1/22- 7/31/22	7,010.25
DE LAGE LANDEN FINANCIAL	216813	07/20/2022	76695210	CLUB CAR LEASE 7/1/22- 7/31/22	391.63
DE LAGE LANDEN FINANCIAL	216813	07/20/2022	76695210	CLUB CAR LEASE 7/1/22- 7/31/22	828.35
Vendor VEN29469 - DE LAGE LANDEN FINANCIAL SERVICES Total:					8,230.23

Expense Approval Report

Payment Dates: 7/20/2022 - 8/4/2022

Vendor Name	Payment Number	Payment Date	Payable Number	Description (Item)	Amount
Vendor: VEN04249 - DELTA DENTAL PLAN OF MN					
DELTA DENTAL PLAN OF MN	216814	07/20/2022	CNS0001017995	COBRA PREMIUM-AUGUST 2022	370.14
DELTA DENTAL PLAN OF MN	216814	07/20/2022	CNS0001017995	EMPLOYER PREMIUM-AUGUST 2022	5,842.02
DELTA DENTAL PLAN OF MN	216814	07/20/2022	CNS0001017995	EMPLOYEE PREMIUM-AUGUST 2022	3,249.88
Vendor VEN04249 - DELTA DENTAL PLAN OF MN Total:					9,462.04
Vendor: VEN30005 - DEPARTMENT OF FINANCE					
DEPARTMENT OF FINANCE	216815	07/20/2022	20220720-1	CASE# CG20018351 - FORFEITURE/SIEZURE FUNDS	72.33
DEPARTMENT OF FINANCE	216815	07/20/2022	20220720-2	CASE# CG21011418 - FORFEITURE/SIEZURE FUNDS	79.05
DEPARTMENT OF FINANCE	216815	07/20/2022	20220720-3	CASE# CG21010831 - FORFEITURE/SIEZURE FUNDS	16.00
DEPARTMENT OF FINANCE	216815	07/20/2022	20220720-4	CASE# CG20018633 - FORFEITURE/SIEZURE FUNDS	48.00
DEPARTMENT OF FINANCE	216815	07/20/2022	20220720-5	CASE# CG21016485 - FORFEITURE/SIEZURE FUNDS	22.11
DEPARTMENT OF FINANCE	216815	07/20/2022	20220720-6	CASE# CG21000656 - FORFEITURE/SIEZURE FUNDS	7.50
Vendor VEN30005 - DEPARTMENT OF FINANCE Total:					244.99
Vendor: VEN04275 - DODGE OF BURNSVILLE, INC					
DODGE OF BURNSVILLE, INC	216880	07/27/2022	N63532	2022 DODGE CHARGER AWD V6 - SQUAD 2258	29,823.00
Vendor VEN04275 - DODGE OF BURNSVILLE, INC Total:					29,823.00
Vendor: VEN31340 - DUKE'S ROOT CONTROL, INC					
DUKE'S ROOT CONTROL, INC	13629	07/28/2022	20758	PIPE SEWER ROOT CONTROL	60,073.48
Vendor VEN31340 - DUKE'S ROOT CONTROL, INC Total:					60,073.48
Vendor: VEN35922 - EARL J LIBERKO FAMILY TRUST					
EARL J LIBERKO FAMILY TRUST	216881	07/27/2022	20220727	REFUND UB ACCT# 104904714 - 8902 GROSPAIN	138.97
Vendor VEN35922 - EARL J LIBERKO FAMILY TRUST Total:					138.97
Vendor: VEN31722 - EDWARDS PLUMBING, INC					
EDWARDS PLUMBING, INC	216816	07/20/2022	20220623	INSTALL & HOOK UP ICE MACHINE-ICE ARENA	700.00
EDWARDS PLUMBING, INC	216816	07/20/2022	20220712	INSTALL FAUCET IN CONCESSION STAND-ICE ARENA	490.00
Vendor VEN31722 - EDWARDS PLUMBING, INC Total:					1,190.00
Vendor: VEN06020 - ELLIOTT AUTO SUPPLY					
ELLIOTT AUTO SUPPLY	13587	07/21/2022	74-294046	OIL FILTER - STOCK ITEM	3.74
ELLIOTT AUTO SUPPLY	13587	07/21/2022	1-7774028	BATTERIES - STOCK ITEM	542.16
ELLIOTT AUTO SUPPLY	13587	07/21/2022	1-Z29790	CREDIT - BATTERY CORE RETURNS	-144.00
ELLIOTT AUTO SUPPLY	13630	07/28/2022	74-294484	THROTTLE BODY W/ACTUATOR - 1004/34542	242.03
ELLIOTT AUTO SUPPLY	13630	07/28/2022	1-7804334	OIL FILTER - STOCK ITEM	7.92
ELLIOTT AUTO SUPPLY	13630	07/28/2022	74-294767	AIR FILTER - STOCK ITEM	12.87
Vendor VEN06020 - ELLIOTT AUTO SUPPLY Total:					664.72
Vendor: VEN05060 - EMERGENCY AUTOMOTIVE TECHNOLOGIES INC					
EMERGENCY AUTOMOTIVE TE	13631	07/28/2022	SVC30031	SQUAD 1845 - POWER PLUG/PRINTER CABLE	120.49
EMERGENCY AUTOMOTIVE TE	13631	07/28/2022	SVC22047	AMBULANCE 3 - FLOOR MOUNT/SEAT BASE/SWINGARM/POLE	750.24
EMERGENCY AUTOMOTIVE TE	13631	07/28/2022	SVC22048	AMBULANCE 1 - FLOOR MOUNT/SWING ARM/SEAT BASE/POLE	750.24

Expense Approval Report

Payment Dates: 7/20/2022 - 8/4/2022

Vendor Name	Payment Number	Payment Date	Payable Number	Description (Item)	Amount
EMERGENCY AUTOMOTIVE TE	13631	07/28/2022	SVC22049	AMBULANCE 2 - SWING ARM/SEAT BASE MOUNT/BRACE/POLE	1,153.98
Vendor VEN05060 - EMERGENCY AUTOMOTIVE TECHNOLOGIES INC Total:					2,774.95
Vendor: VEN34324 - EWT HOLDINGS III CORP					
EWT HOLDINGS III CORP	13588	07/21/2022	905427954	JUNE EQUIPMENT RENTAL WELL 10	39,200.00
EWT HOLDINGS III CORP	13588	07/21/2022	905427954	JUNE EQUIPMENT RENTAL WELL 3	21,600.00
EWT HOLDINGS III CORP	13588	07/21/2022	905427955	JUNE EQUIPMENT RENTAL WELL 7/8	43,200.00
Vendor VEN34324 - EWT HOLDINGS III CORP Total:					104,000.00
Vendor: VEN06001 - F JOSEPH TAYLOR, P.A.					
F JOSEPH TAYLOR, P.A.	216817	07/20/2022	20220701	JUNE PROSECUTION SERVICES	12,112.50
Vendor VEN06001 - F JOSEPH TAYLOR, P.A. Total:					12,112.50
Vendor: VEN34780 - FARRELL EQUIPMENT & SUPPLY CO INC					
FARRELL EQUIPMENT & SUPP	216818	07/20/2022	INV00000001266699	MORTAR BOARD STAND/VERTICAL PATCH- STORMWATER	644.79
FARRELL EQUIPMENT & SUPP	216818	07/20/2022	INV00000001266704	SAND MORTAR/GROUT BAG- STREETS	205.98
Vendor VEN34780 - FARRELL EQUIPMENT & SUPPLY CO INC Total:					850.77
Vendor: VEN14433 - FERGUSON WATERWORKS #2518					
FERGUSON WATERWORKS #2	216819	07/20/2022	496527	HYDRANT ADAPTER-WATER	76.41
Vendor VEN14433 - FERGUSON WATERWORKS #2518 Total:					76.41
Vendor: VEN06092 - FERRELLGAS LP					
FERRELLGAS LP	13589	07/21/2022	1119644783	PROPANE-ICE	28.90
FERRELLGAS LP	13589	07/21/2022	1119721314	PROPANE-ICE	65.86
FERRELLGAS LP	13589	07/21/2022	1119777181	PROPANE-ICE	158.13
FERRELLGAS LP	13589	07/21/2022	1119832861	PROPANE-ICE	131.01
Vendor VEN06092 - FERRELLGAS LP Total:					383.90
Vendor: VEN06268 - FIRE SAFETY USA, INC.					
FIRE SAFETY USA, INC.	216820	07/20/2022	161375	ADAPTER - 3126/34547	190.00
Vendor VEN06268 - FIRE SAFETY USA, INC. Total:					190.00
Vendor: VEN31978 - FIRST ADVANTAGE LNS					
FIRST ADVANTAGE LNS	13632	07/28/2022	2512712206	ANNUAL ENROLLMENTS	70.60
Vendor VEN31978 - FIRST ADVANTAGE LNS Total:					70.60
Vendor: VEN31404 - FLEETPRIDE, INC					
FLEETPRIDE, INC	216821	07/20/2022	100554538	BLUE STROBE LIGHT - 8502/34517	277.43
FLEETPRIDE, INC	216821	07/20/2022	100575264	CLAMP - RETURNED	30.06
FLEETPRIDE, INC	216821	07/20/2022	100661672	CREDIT INV# 100575264 - CLAMP	-30.06
FLEETPRIDE, INC	216821	07/20/2022	100662762	BRAKLEEN, CLAMPS, ROCKER SWITCH - SS100 & STOCK	159.74
FLEETPRIDE, INC	216821	07/20/2022	100662983	CLAMPS & ROCKER SWITCH - SS100 & STOCK	59.36
FLEETPRIDE, INC	216821	07/20/2022	100743710	NPT ENDS - STOCK ITEM	82.98
FLEETPRIDE, INC	216821	07/20/2022	100769317	CREDIT INV#100621858 - CLAMPS/#100662762 - SWITCH	-48.83
FLEETPRIDE, INC	216882	07/27/2022	100810253	PINTLE HOOK - 4001/34566	165.21
FLEETPRIDE, INC	216882	07/27/2022	100844203	PINTLE HOOK - 4001/34566	165.21
FLEETPRIDE, INC	216882	07/27/2022	100884150	AIRBRAKE FTNG, AIR BRK HOSE - 6005/34562	12.52
FLEETPRIDE, INC	216882	07/27/2022	100931411	TERMINAL JUNCTION BOX - STOCK ITEM	78.72
FLEETPRIDE, INC	216882	07/27/2022	100935388	DEF FLUID - 26MISC/34581	149.50
Vendor VEN31404 - FLEETPRIDE, INC Total:					1,101.84

Expense Approval Report

Payment Dates: 7/20/2022 - 8/4/2022

Vendor Name	Payment Number	Payment Date	Payable Number	Description (Item)	Amount
Vendor: VEN35319 - FRESH SMOKE OF MN					
FRESH SMOKE OF MN	13590	07/21/2022	2558	CIGARS FOR CLUBHOUSE	415.70
Vendor VEN35319 - FRESH SMOKE OF MN Total:					415.70
Vendor: VEN07005 - GENERATOR SPECIALTY COMPANY INC					
GENERATOR SPECIALTY COMP	216822	07/20/2022	26076	SERVICES FOR CONSULT ON ALTERNATOR - 2038/34373	79.50
Vendor VEN07005 - GENERATOR SPECIALTY COMPANY INC Total:					79.50
Vendor: VEN14420 - GENUINE PARTS COMPANY					
GENUINE PARTS COMPANY	13591	07/21/2022	2514-000465	SPARK PLUG/VAC TUBING/FUEL LINE	24.37
GENUINE PARTS COMPANY	13633	07/28/2022	2514-002664	HOSE/CONNECTOR-RO SAND PAD - SHOP SUPPLY SS100	8.27
GENUINE PARTS COMPANY	13633	07/28/2022	2514-003282	CEMENT QT - RETURNED	39.59
GENUINE PARTS COMPANY	13633	07/28/2022	2514-003489	BATTERY - RETURNED	134.61
GENUINE PARTS COMPANY	13633	07/28/2022	2514-003509	CREDIT INV# 2514-003282 - CEMENT QT	-39.59
Vendor VEN14420 - GENUINE PARTS COMPANY Total:					167.25
Vendor: VEN07022 - GERLACH OUTDOOR POWER EQUIPMENT, INC.					
GERLACH OUTDOOR POWER	13634	07/28/2022	236802	BLADES, BELT, SPARK PLUG, FILTERS - 41MISC/34569	93.64
Vendor VEN07022 - GERLACH OUTDOOR POWER EQUIPMENT, INC. Total:					93.64
Vendor: VEN07606 - GERLACH SERVICE INC.					
GERLACH SERVICE INC.	13635	07/28/2022	56307	MOUNT & SEAL SPRAYER TIRE -RIVER OAKS	60.14
GERLACH SERVICE INC.	13635	07/28/2022	56655	REPLACE KNOBBY TIRE & FILL W/FLUID-RIVER OAKS	259.49
Vendor VEN07606 - GERLACH SERVICE INC. Total:					319.63
Vendor: VEN07007 - GERTENS					
GERTENS	216883	07/27/2022	7449/8	3"-7" GABION RIVER ROCK	176.85
GERTENS	216883	07/27/2022	7452/8	3"-7" GABION RIVER ROCK	176.85
GERTENS	216883	07/27/2022	7459/8	3"-7" GABION RIVER ROCK	176.85
GERTENS	216883	07/27/2022	7605/8	RED MULCH	36.95
Vendor VEN07007 - GERTENS Total:					567.50
Vendor: VEN32232 - GOODYEAR COMMERCIAL TIRE & SERVICE CENTERS					
GOODYEAR COMMERCIAL TIR	216884	07/27/2022	124-1105356	TIRES - STOCK ITEM	682.80
Vendor VEN32232 - GOODYEAR COMMERCIAL TIRE & SERVICE CENTERS Total:					682.80
Vendor: VEN15382 - GOPHER STATE ONE CALL					
GOPHER STATE ONE CALL	13636	07/28/2022	2060314	JUNE ONE CALL TICKETS	1,484.60
Vendor VEN15382 - GOPHER STATE ONE CALL Total:					1,484.60
Vendor: VEN34070 - GOVERNMENTJOBS.COM, INC					
GOVERNMENTJOBS.COM, INC	216885	07/27/2022	INV-25871	LEARN SUBSCRIPTION 6/4/22- 6/3/23	319.00
GOVERNMENTJOBS.COM, INC	216885	07/27/2022	INV-25906	PERFORM SUBSCRIPTION 6/23/22-6/22/23	10,253.25
Vendor VEN34070 - GOVERNMENTJOBS.COM, INC Total:					10,572.25
Vendor: VEN35436 - GRACE WALMSLEY					
GRACE WALMSLEY	216886	07/27/2022	20220727	MILEAGE REIMBURSEMENT- ICC SUMMER CONFERENCE	249.38
Vendor VEN35436 - GRACE WALMSLEY Total:					249.38
Vendor: VEN07015 - GRAINGER					
GRAINGER	13637	07/28/2022	9363097008	MULTI TOOL-RIVER OAKS	137.02
GRAINGER	13592	07/21/2022	9367237840	MANUAL AIR CONTROL - 3115/34538	49.74
GRAINGER	13592	07/21/2022	9373824151	MOTOR START CAPACITOR - 3115/34538	18.19
Vendor VEN07015 - GRAINGER Total:					204.95

Expense Approval Report

Payment Dates: 7/20/2022 - 8/4/2022

Vendor Name	Payment Number	Payment Date	Payable Number	Description (Item)	Amount
Vendor: VEN33879 - GREATAMERICA FINANCIAL SERVICES CORPORATION					
GREATAMERICA FINANCIAL SE	216887	07/27/2022	32026097	MAIL MACHINE METER	293.95
GREATAMERICA FINANCIAL SE	216887	07/27/2022	32056246	RENTAL - JULY FOLDING MACHINE RENTAL - JULY	343.85
Vendor VEN33879 - GREATAMERICA FINANCIAL SERVICES CORPORATION Total:					637.80
Vendor: VEN33637 - GUARDIAN SUPPLY, LLC					
GUARDIAN SUPPLY, LLC	13638	07/28/2022	12753	MFF UNIFORM-MULVIHILL	935.99
Vendor VEN33637 - GUARDIAN SUPPLY, LLC Total:					935.99
Vendor: VEN08035 - HIRSHFIELD'S PAINT MANUFACTURING					
HIRSHFIELD'S PAINT MANUFA	216823	07/20/2022	15893-IN	ATHLETIC FIELD STRIPING SUPER	2,081.52
Vendor VEN08035 - HIRSHFIELD'S PAINT MANUFACTURING Total:					2,081.52
Vendor: VEN32661 - HOHENSTEINS, INC					
HOHENSTEINS, INC	216824	07/20/2022	517891	BEER FOR CLUBHOUSE	225.50
HOHENSTEINS, INC	216888	07/27/2022	519586	BEER FOR CLUBHOUSE	463.50
Vendor VEN32661 - HOHENSTEINS, INC Total:					689.00
Vendor: VEN09001 - ICMA RETIREMENT TRUST-457,ROTH					
ICMA RETIREMENT TRUST-45	13639	07/28/2022	INV025017	7/28/22 BIWEEKLY PAYROLL 7/4/22-7/17/22	2,665.76
ICMA RETIREMENT TRUST-45	13639	07/28/2022	INV025018	7/28/22 BIWEEKLY PAYROLL 7/4/22-7/17/22	9,925.37
ICMA RETIREMENT TRUST-45	13639	07/28/2022	INV025019	7/28/22 BIWEEKLY PAYROLL 7/4/22-7/17/22	1,211.74
Vendor VEN09001 - ICMA RETIREMENT TRUST-457,ROTH Total:					13,802.87
Vendor: VEN31547 - IDEAL PRINTERS, INC					
IDEAL PRINTERS, INC	216825	07/20/2022	29065	CLEAN WATER FLYERS	1,370.00
Vendor VEN31547 - IDEAL PRINTERS, INC Total:					1,370.00
Vendor: VEN09240 - INTERSTATE POWER SYSTEMS, INC.					
INTERSTATE POWER SYSTEMS,	216889	07/27/2022	R001188106-01	GENERATOR RPR/GAS SUPPLY LINE FOR ENGINE-WELL #12	853.01
INTERSTATE POWER SYSTEMS,	216889	07/27/2022	R001188514-01	ANNUAL PM SERVICE - WELL #12	2,142.14
Vendor VEN09240 - INTERSTATE POWER SYSTEMS, INC. Total:					2,995.15
Vendor: VEN09024 - INVER GROVE FORD					
INVER GROVE FORD	13593	07/21/2022	5317216	MUFFLER ASSEMBLY, GASKET, NUT - 1752/34349	743.47
INVER GROVE FORD	13640	07/28/2022	6370580	ENGINE REPAIR - 1646/34574	68.99
INVER GROVE FORD	13640	07/28/2022	5317497	WIPERS - STOCK ITEM	104.50
INVER GROVE FORD	13640	07/28/2022	6370822	APM SERVICE - 1801/34575	59.71
INVER GROVE FORD	13640	07/28/2022	5317693	SHOCK ABSORBER - 1247/34584	140.30
Vendor VEN09024 - INVER GROVE FORD Total:					1,116.97
Vendor: VEN09255 - I-STATE TRUCK CENTER					
I-STATE TRUCK CENTER	216826	07/20/2022	C242776754-01	HEADLAMP - STOCK ITEM	203.40
Vendor VEN09255 - I-STATE TRUCK CENTER Total:					203.40
Vendor: VEN09103 - IUOE CENTRAL PENSION FUND					
IUOE CENTRAL PENSION FUN	13641	07/28/2022	INV025007	7/14/22 BIWEEKLY PAYROLL 6/20/22-7/3/22	7,104.00
IUOE CENTRAL PENSION FUN	13641	07/28/2022	INV025020	7/28/22 BIWEEKLY PAYROLL 7/4/22-7/17/22	7,296.00
Vendor VEN09103 - IUOE CENTRAL PENSION FUND Total:					14,400.00
Vendor: VEN35071 - IUOE LOCAL 49 TRAINING CENTER					
IUOE LOCAL 49 TRAINING CEN	216827	07/20/2022	20220720	SECOND HALF 2022 TRAINING CENTER FEES	2,080.00
IUOE LOCAL 49 TRAINING CEN	216827	07/20/2022	20220720	SECOND HALF 2022 TRAINING CENTER FEES	208.00
IUOE LOCAL 49 TRAINING CEN	216827	07/20/2022	20220720	SECOND HALF 2022 TRAINING CENTER FEES	208.00

Expense Approval Report

Payment Dates: 7/20/2022 - 8/4/2022

Vendor Name	Payment Number	Payment Date	Payable Number	Description (Item)	Amount
IUOE LOCAL 49 TRAINING CEN	216827	07/20/2022	20220720	SECOND HALF 2022 TRAINING CENTER FEES	1,664.00
IUOE LOCAL 49 TRAINING CEN	216827	07/20/2022	20220720	SECOND HALF 2022 TRAINING CENTER FEES	416.00
IUOE LOCAL 49 TRAINING CEN	216827	07/20/2022	20220720	SECOND HALF 2022 TRAINING CENTER FEES	1,664.00
IUOE LOCAL 49 TRAINING CEN	216827	07/20/2022	20220720	SECOND HALF 2022 TRAINING CENTER FEES	208.00
IUOE LOCAL 49 TRAINING CEN	216827	07/20/2022	20220720	SECOND HALF 2022 TRAINING CENTER FEES	1,248.00
Vendor VEN35071 - IUOE LOCAL 49 TRAINING CENTER Total:					7,696.00
Vendor: VEN10068 - JOHNSON BROTHERS LIQUOR CO.					
JOHNSON BROTHERS LIQUOR	216828	07/20/2022	2082528	ALCOHOL FOR CLUBHOUSE	2,182.06
JOHNSON BROTHERS LIQUOR	216828	07/20/2022	2088932	ALCOHOL FOR CLUBHOUSE	765.62
Vendor VEN10068 - JOHNSON BROTHERS LIQUOR CO. Total:					2,947.68
Vendor: VEN35290 - JOHNSON BROTHERS LIQUOR COMPANY					
JOHNSON BROTHERS LIQUOR	216890	07/27/2022	3545878	BEER FOR CLUBHOUSE	159.00
Vendor VEN35290 - JOHNSON BROTHERS LIQUOR COMPANY Total:					159.00
Vendor: VEN31197 - JT SERVICES OF MINNESOTA					
JT SERVICES OF MINNESOTA	13594	07/21/2022	JT22-175-01	STREETLIGHTS - SETTLERS BLUFF 2ND	10,850.00
Vendor VEN31197 - JT SERVICES OF MINNESOTA Total:					10,850.00
Vendor: VEN31290 - JUDITH A GRAF					
JUDITH A GRAF	13595	07/21/2022	20220630-1	JUNE COUNCIL MEETING MINUTES	208.58
JUDITH A GRAF	13595	07/21/2022	20220630-2	JUNE TRANSCRIPTION SERVICES	103.71
JUDITH A GRAF	13595	07/21/2022	20220630-3	JUNE EDA MEETING MINUTES	26.85
JUDITH A GRAF	13595	07/21/2022	20220630-4	JUNE PLANNING COMMISSION MEETING MIN	63.85
Vendor VEN31290 - JUDITH A GRAF Total:					402.99
Vendor: VEN35924 - KEVIN GUZMAN					
KEVIN GUZMAN	216891	07/27/2022	20220727	REFUND UB ACCT# 800050599 - 8166 JANERO AV	175.66
Vendor VEN35924 - KEVIN GUZMAN Total:					175.66
Vendor: VEN35714 - KLETSCSKA INSPECTIONS LLC					
KLETSCSKA INSPECTIONS LLC	13596	07/21/2022	20220701-1	JUNE ELECTRICAL INSPECTIONS-COTTAGE GROV	11,547.12
KLETSCSKA INSPECTIONS LLC	13596	07/21/2022	20220701-2	JUNE ELECTRICAL INSPECTIONS-DENMARK	269.10
Vendor VEN35714 - KLETSCSKA INSPECTIONS LLC Total:					11,816.22
Vendor: VEN31717 - KRAFT CONTRACTING & MECHANICAL LLC					
KRAFT CONTRACTING & MEC	13597	07/21/2022	26107	CONDENSOR UNIT CU-2 REPAIR - CITY HALL	410.00
KRAFT CONTRACTING & MEC	13597	07/21/2022	26111	REPAIR CO DETECTOR ALARM SENSOR - FIRE #4	772.80
KRAFT CONTRACTING & MEC	13597	07/21/2022	26117	RPL BALL VALVE FOR FIREHOSE WATER SUPPLY - FI	460.00
KRAFT CONTRACTING & MEC	13597	07/21/2022	26137	RPL TANDEM COMPRESSORS ON UNIT - CITY HALL	14,726.00
KRAFT CONTRACTING & MEC	13642	07/28/2022	26178	AC UNIT RPR - HIGHLAND PAR	3,150.35
Vendor VEN31717 - KRAFT CONTRACTING & MECHANICAL LLC Total:					19,519.15
Vendor: VEN12341 - LAWSON PRODUCTS, INC					
LAWSON PRODUCTS, INC	216892	07/27/2022	9309749370	ADAPTERS, HARDWARE - STOCK & SS100	163.04
Vendor VEN12341 - LAWSON PRODUCTS, INC Total:					163.04
Vendor: VEN31896 - LEVANDER, GILLEN & MILLER, P.A.					
LEVANDER, GILLEN & MILLER,	13643	07/28/2022	20220630	7693 HOMESTEAD COURT S-463 ACTION JUN LEGAL SVCS	128.00

Expense Approval Report

Payment Dates: 7/20/2022 - 8/4/2022

Vendor Name	Payment Number	Payment Date	Payable Number	Description (Item)	Amount
LEVANDER, GILLEN & MILLER,	13643	07/28/2022	20220630	MISC COMMUNITY DEVELOPMENT JUN LEGAL SVCS	144.00
LEVANDER, GILLEN & MILLER,	13643	07/28/2022	20220630	MISC POLICE JUN LEGAL SVCS	208.00
LEVANDER, GILLEN & MILLER,	13643	07/28/2022	20220630	MISC PARKS & RECREATION JUN LEGAL SVCS	991.50
LEVANDER, GILLEN & MILLER,	13643	07/28/2022	20220630	MISSISSIPPI DUNES JUN LEGAL SVCS	320.00
LEVANDER, GILLEN & MILLER,	13643	07/28/2022	20220630	MISC PUBLIC WORKS JUN LEGAL SVCS	413.00
LEVANDER, GILLEN & MILLER,	13643	07/28/2022	20220630	PERSONNEL POLICY JUN LEGAL SVCS	1,280.00
LEVANDER, GILLEN & MILLER,	13643	07/28/2022	20220630	MAYOR & COUNCIL JUN LEGAL SVCS	2,765.00
LEVANDER, GILLEN & MILLER,	13643	07/28/2022	20220630	RECODIFICATION OF CITY&ZONING CODE JUN LEGAL SVCS	3,280.00
LEVANDER, GILLEN & MILLER,	13643	07/28/2022	20220630	COMPOST SITE JUN LEGAL SVCS	36.00
LEVANDER, GILLEN & MILLER,	13643	07/28/2022	20220630	MISC GOLF COURSE JUN LEGAL SVCS	752.00
LEVANDER, GILLEN & MILLER,	13643	07/28/2022	20220630	HANG LLC JUN LEGAL SVCS	156.00
LEVANDER, GILLEN & MILLER,	13643	07/28/2022	20220630	RENEWAL 2021 JUN LEGAL SVCS	92.00
LEVANDER, GILLEN & MILLER,	13643	07/28/2022	20220630	SYNDICA LLP JUN LEGAL SVCS	664.00
LEVANDER, GILLEN & MILLER,	13643	07/28/2022	20220630	CG AREA CONVENTION & VISITOR BUREAU JUN LEGAL SVCS	400.00
LEVANDER, GILLEN & MILLER,	13643	07/28/2022	20220630	WATERMAIN EXTENSION-GOODVIEW AVE JUN LEGAL SVCS	346.75
LEVANDER, GILLEN & MILLER,	13643	07/28/2022	20220630	WATER QUALITY ISSUES (PFC) JUN LEGAL SVCS	64.00
LEVANDER, GILLEN & MILLER,	13643	07/28/2022	20220630	AT&T LEASE-WEST DRAW WATER TOWER JUN LEGAL SVCS	16.00
LEVANDER, GILLEN & MILLER,	13643	07/28/2022	20220630	EAST PT DOUGLAS/JAMAICA AVE PROJECT JUN LEGAL SVCS	2,832.00
LEVANDER, GILLEN & MILLER,	13643	07/28/2022	20220630	NORTHPOINT DEVELOPMENT JUN LEGAL SVCS	154.00
LEVANDER, GILLEN & MILLER,	13643	07/28/2022	20220630	MISSISSIPPI LANDING JUN LEGAL SVCS	78.00
Vendor VEN31896 - LEVANDER, GILLEN & MILLER, P.A. Total:					15,120.25
Vendor: VEN34859 - LEXIPOL LLC					
LEXIPOL LLC	13645	07/28/2022	INVLEX11108	ANNUAL LAW ENFORCEMENT CONTRACT 8/1/22-7/31/23	15,662.07
LEXIPOL LLC	13645	07/28/2022	INVLEX11126	ANNUAL FIRE CONTRACT 8/1/22-7/31/23	8,242.81
Vendor VEN34859 - LEXIPOL LLC Total:					23,904.88
Vendor: VEN35668 - LRS PORTABLES LLC					
LRS PORTABLES LLC	216829	07/20/2022	MP204141	TOILET RENTAL - OAKWOOD PARK	60.00
LRS PORTABLES LLC	216829	07/20/2022	MP204142	TOILET RENTAL - WAG FARMS DOG PARK	60.00
LRS PORTABLES LLC	216829	07/20/2022	MP204143	TOILET RENTAL - RIVER OAKS	120.00
LRS PORTABLES LLC	216829	07/20/2022	MP204144	TOILET RENTAL - HAMLET PAR	305.00
LRS PORTABLES LLC	216829	07/20/2022	MP204145	TOILET RENTAL - HIGHLANDS PARK	125.00
LRS PORTABLES LLC	216829	07/20/2022	MP204146	TOILET RENTAL - KINGSTON PARK	185.00
LRS PORTABLES LLC	216829	07/20/2022	MP204147	TOILET RENTAL - WOODRIDGE PARK	185.00
LRS PORTABLES LLC	216829	07/20/2022	MP204148	TOILET RENTAL - GREY CLOUD ISLAND	60.00

Expense Approval Report

Payment Dates: 7/20/2022 - 8/4/2022

Vendor Name	Payment Number	Payment Date	Payable Number	Description (Item)	Amount
LRS PORTABLES LLC	216829	07/20/2022	MP204149	TOILET RENTAL - PINE GLEN	60.00
LRS PORTABLES LLC	216829	07/20/2022	MP204150	TOILET RENTAL - PINE HILL SCHOOL	60.00
LRS PORTABLES LLC	216829	07/20/2022	MP204151	TOILET RENTAL - BELDEN PAR	60.00
LRS PORTABLES LLC	216829	07/20/2022	MP204152	TOILET RENTAL - HEARTHSIDE PARK	60.00
LRS PORTABLES LLC	216829	07/20/2022	MP204153	TOILET RENTAL - HILLSIDE SCHOOL	120.00
LRS PORTABLES LLC	216829	07/20/2022	MP204154	TOILET RENTAL - WEST DRAW PARK	120.00
LRS PORTABLES LLC	216829	07/20/2022	MP204155	TOILET RENTAL - PETER THOMPSON PARK	60.00
LRS PORTABLES LLC	216829	07/20/2022	MP204156	TOILET RENTAL - COTTAGE GROVE ELEMENTARY	60.00
LRS PORTABLES LLC	216829	07/20/2022	MP204157	TOILET RENTAL - PINE TREE VALLEY PARK	60.00
LRS PORTABLES LLC	216829	07/20/2022	MP204158	TOILET RENTAL - GREY CLOUD ELEM SCHOOL	245.00
LRS PORTABLES LLC	216829	07/20/2022	MP204159	TOILET RENTAL - GREY CLOUD MIDDLE SCHOOL	245.00
LRS PORTABLES LLC	216829	07/20/2022	MP204160	TOILET RENTAL - LAMAR PARK	120.00
LRS PORTABLES LLC	216829	07/20/2022	MP204161	TOILET RENTAL - OLD COTTAGE GROVE PARK	60.00
LRS PORTABLES LLC	216829	07/20/2022	MP204162	TOILET RENTAL - ARBOR MEADOWS PARK	60.00
LRS PORTABLES LLC	216829	07/20/2022	MP204163	TOILET RENTAL - ARMSTRONG SCHOOL	60.00
LRS PORTABLES LLC	216829	07/20/2022	MP204164	TOILET RENTAL - PINE COULEE PARK	60.00
LRS PORTABLES LLC	216829	07/20/2022	MP204165	TOILET RENTAL - PUBLIC WORKS	60.00
LRS PORTABLES LLC	216829	07/20/2022	MP204168	TOILET RENTAL - CGAA SOCCER/KINGSTON PARK	250.00
LRS PORTABLES LLC	216829	07/20/2022	MP204169	TOILET RENTAL - CGAA BASEBALL/HAMLET PARK	110.00
LRS PORTABLES LLC	216829	07/20/2022	MP204171	TOILET RENTAL - CGAA SOFTBALL/LAMAR PARK	150.00
LRS PORTABLES LLC	216829	07/20/2022	MP204172	TOILET RENTAL - CGAA BASEBALL/WOODRIDGE PARK	50.00
LRS PORTABLES LLC	216829	07/20/2022	MP204173	TOILET RENTAL - GRANADA PARK	60.00
LRS PORTABLES LLC	216829	07/20/2022	MP204174	TOILET RENTAL - KINGSTON PARK	180.00
LRS PORTABLES LLC	216829	07/20/2022	MP204175	TOILET RENTAL - 10U SOCCER/KINGSTON PARK	350.00
LRS PORTABLES LLC	216829	07/20/2022	MP204176	TOILET RENTAL - HIGHLANDS PARK	60.00
LRS PORTABLES LLC	216829	07/20/2022	MP204177	TOILET RENTAL - OLTMAN MIDDLE SCHOOL	120.00
LRS PORTABLES LLC	216829	07/20/2022	MP204178	TOILET RENTAL - HAMLET PARK SOUTH	60.00
LRS PORTABLES LLC	216829	07/20/2022	MP204179	TOILET RENTAL - PINE TREE POND PARK	60.00
LRS PORTABLES LLC	216829	07/20/2022	MP204180	TOILET RENTAL - MUD RUN/OAKWOOD PARK	140.00
LRS PORTABLES LLC	216829	07/20/2022	MP204181	TOILET RENTAL - FRIDBY-GOLF/OAKWOOD PARK	75.00
LRS PORTABLES LLC	216829	07/20/2022	MP204182	TOILET RENTAL - TREE TRUST PROJECT	4.28
LRS PORTABLES LLC	216829	07/20/2022	MP204183	TOILET RENTAL - PARK HIGH SCHOOL	2.14
Vendor VEN35668 - LRS PORTABLES LLC Total:					4,341.42

Expense Approval Report

Payment Dates: 7/20/2022 - 8/4/2022

Vendor Name	Payment Number	Payment Date	Payable Number	Description (Item)	Amount
Vendor: VEN30050 - LUBE-TECH & PARTNERS, LLC					
LUBE-TECH & PARTNERS, LLC	216893	07/27/2022	2966756	USED OIL PICKUP - FLEET SHO	187.50
Vendor VEN30050 - LUBE-TECH & PARTNERS, LLC Total:					187.50
Vendor: VEN32230 - MANSFIELD OIL COMPANY					
MANSFIELD OIL COMPANY	13598	07/21/2022	23425228	1,990 GAL UNLEADED GASOLINE	5,704.39
MANSFIELD OIL COMPANY	13598	07/21/2022	23425259	2,296 GAL DYED DIESEL	6,903.20
Vendor VEN32230 - MANSFIELD OIL COMPANY Total:					12,607.59
Vendor: VEN13494 - MARCO HOLDINGS, LLC					
MARCO HOLDINGS, LLC	13646	07/28/2022	41908	WEB FAX SERVICES 6/16/22-7/15/22	45.04
MARCO HOLDINGS, LLC	13646	07/28/2022	43181	WEB FAX SERVICES 7/16/22-8/15/22	46.06
Vendor VEN13494 - MARCO HOLDINGS, LLC Total:					91.10
Vendor: VEN34894 - MCMASTER-CARR SUPPLY COMPANY					
MCMASTER-CARR SUPPLY CO	216894	07/27/2022	81413308	WINDING HOSE REEL - 7016/34567	663.83
Vendor VEN34894 - MCMASTER-CARR SUPPLY COMPANY Total:					663.83
Vendor: VEN32529 - MCNAMARA CONTRACTING, INC					
MCNAMARA CONTRACTING, I	216921	07/27/2022	20220707	PYMT 1-2022 MILL & OVERLAY SVCS 6/7/22-6/27/2	1,119,843.28
Vendor VEN32529 - MCNAMARA CONTRACTING, INC Total:					1,119,843.28
Vendor: VEN13662 - MEDICA					
MEDICA	216833	07/20/2022	569734416621	COBRA PREMIUM-AUGUST 2022	3,395.55
MEDICA	216833	07/20/2022	569734416621	MN STAT 299A.465 PREMIUM -AUGUST 2022	3,731.53
MEDICA	216833	07/20/2022	569734416621	EMPLOYEE PREMIUM-AUGUST 2022	19,377.02
MEDICA	216833	07/20/2022	569734416621	EMPLOYER PREMIUM-AUGUST 2022	95,103.24
Vendor VEN13662 - MEDICA Total:					121,607.34
Vendor: VEN13410 - MENARDS					
MENARDS	13647	07/28/2022	55724	2" BRASS BALL VALVE-PARKS	59.99
MENARDS	13599	07/21/2022	55788	CABLE TIES-PD	8.58
MENARDS	13647	07/28/2022	56082	1 1/2" BRONZE BALL VALVE-PARKS	64.99
MENARDS	13647	07/28/2022	56093	PIPE FITTINGS/OUTLET PLATE-PARKS	63.41
MENARDS	13647	07/28/2022	56099	1" PVC MALE PLUG-PARKS	2.09
MENARDS	13647	07/28/2022	56175	VACUUM BREAKER/LEAD FREE SILLCOCK-WATER	39.54
MENARDS	13647	07/28/2022	56204-2022	PIPE FITTINGS/TEFLON TAPE-WATER	15.74
MENARDS	13647	07/28/2022	56207	CREDIT INV# 56204 - PIPE FITTINGS	-15.15
MENARDS	13647	07/28/2022	56208	PIPE FITTINGS-WATER	6.87
MENARDS	13647	07/28/2022	56214	PICTURE HANGING STRIP/DOOR STOP-PETERHOMPSON PARK	20.12
MENARDS	13647	07/28/2022	56364	DEADBOLT-PARKS	12.99
MENARDS	13599	07/21/2022	56548	PAIL/GLOVES/SCRAPER/MASO N LINE/WD40/CLEANER-STREET	108.29
MENARDS	13599	07/21/2022	56549	PAINT PAIL & TRAY LINERS/TAPE/CLOTH/TOWELS -HERO	63.38
MENARDS	13599	07/21/2022	56578	HEAVY DUTY PLUG-CENTRAL FIRE	8.37
MENARDS	13599	07/21/2022	56579	SEF 4 CYCLE FUEL GAL-PARKS	19.96

Expense Approval Report

Payment Dates: 7/20/2022 - 8/4/2022

Vendor Name	Payment Number	Payment Date	Payable Number	Description (Item)	Amount
MENARDS	13599	07/21/2022	56584	CONDUIT FITTINGS-STREETLIGHTS	83.36
MENARDS	13599	07/21/2022	56645	FLOOR FAN/TAPCON SCREWS/SCREWS/BOLT-PARK	115.57
MENARDS	13599	07/21/2022	56766	PIPE FITTING/WIRE PULL-STREETLIGHTS	24.96
MENARDS	13599	07/21/2022	56780	TAPE & DISPENSER-PD	6.47
MENARDS	13599	07/21/2022	56782	6' UTILITY/BANQUET TABLE-RIVER OAKS	769.86
MENARDS	13599	07/21/2022	56820	HOSE ADAPTOR/BATTERY TERMINAL-RIVER OAKS	19.93
MENARDS	13599	07/21/2022	56827	TOOLSET/BREAKER BAR/SOCKET ADAPTER/DRILL KIT-PARKS	455.38
MENARDS	13599	07/21/2022	56830	MAGNETIC CLAW-WATER	8.99
MENARDS	13599	07/21/2022	56841	MOP HANDLE-FIRE	9.74
MENARDS	13647	07/28/2022	56883	LIGHT BULB-FIRE	4.99
MENARDS	13647	07/28/2022	56925	WINDEX/CLOROX CLEANERS/PINESOL/DRIVER KIT-PARKS	201.69
MENARDS	13647	07/28/2022	56926	MINERAL SPIRITS/GREEN CLEANER/2GAL PAIL-SIGN SHOP	26.46
MENARDS	13647	07/28/2022	56929	CARRIAGE BOLTS/NUTS/WASHERS/AC2 LUMBER-PARKS	277.97
MENARDS	13647	07/28/2022	56947	WATER HEATER ELEMENT-PARKS	9.99
MENARDS	13647	07/28/2022	56948	D BATTERIES/RECIPROCATING SAW BLADES-PARKS	44.19
MENARDS	13647	07/28/2022	56998	DEGREASER & NITRILE GLOVES-ICE	36.93
MENARDS	13647	07/28/2022	56998	ANCHOR&ROPE CLEAT-OFF ICE HARNESS/TAPE MEASURE-	27.33
MENARDS	13647	07/28/2022	56998	CONCRETE PATCH TO FIX CONCRETE HOLES-ICE	7.99
MENARDS	13647	07/28/2022	57000	WATER/CLEANING & OFFICE SUPPLIES-RIVER OAKS	63.05
MENARDS	13599	07/21/2022	57288	HARDWARE & STORAGE BINS - SHOP SUPPLY	29.90
MENARDS	13647	07/28/2022	57578	MASKING PAPER, TAPE - 833/34548	13.82
MENARDS	13647	07/28/2022	57710	CREDIT INV# 56175 - LEAD FREE SILLCOCK	-20.37
MENARDS	13647	07/28/2022	57711	CREDIT INV# 56208 - PIPE FITTINGS	-6.87
Vendor VEN13410 - MENARDS Total:					2,690.50
Vendor: VEN13411 - METROPOLITAN COUNCIL					
METROPOLITAN COUNCIL	13649	07/28/2022	202206	JUNE SAC CHARGES	569,065.00
METROPOLITAN COUNCIL	13649	07/28/2022	202206	MAY SAC CHARGES	-2,460.15
				ADJUSTMENT - PERMIT# 2022 -015756	
METROPOLITAN COUNCIL	13649	07/28/2022	202206	JUNE SAC CHARGES DISCOUN	-5,690.65
Vendor VEN13411 - METROPOLITAN COUNCIL Total:					560,914.20
Vendor: VEN13412 - METROPOLITAN COUNCIL					
METROPOLITAN COUNCIL	13650	07/28/2022	1142622	AUGUST WASTE WATER SERVICES	200,287.56
Vendor VEN13412 - METROPOLITAN COUNCIL Total:					200,287.56
Vendor: VEN13429 - MEYER SEWER SERVICE					
MEYER SEWER SERVICE	216834	07/20/2022	73732	PUMPED MAINT BLDG HOLDING TANK	225.00
Vendor VEN13429 - MEYER SEWER SERVICE Total:					225.00

Expense Approval Report

Payment Dates: 7/20/2022 - 8/4/2022

Vendor Name	Payment Number	Payment Date	Payable Number	Description (Item)	Amount
Vendor: VEN35690 - MINNESOTA AG POWER INC					
MINNESOTA AG POWER INC	13651	07/28/2022	9224018	KNOB/PUSH PULL CABLE/TINE-RIVER OAKS	73.95
Vendor VEN35690 - MINNESOTA AG POWER INC Total:					73.95
Vendor: VEN30384 - MINNESOTA GLOVE INC					
MINNESOTA GLOVE INC	13652	07/28/2022	335975	UNIFORM - OMTVEDT	119.94
MINNESOTA GLOVE INC	13652	07/28/2022	335976	UNIFORM - J.RHODE	159.95
MINNESOTA GLOVE INC	13652	07/28/2022	336165	UNIFORM - HIVELEY	113.95
MINNESOTA GLOVE INC	13652	07/28/2022	336167	UNIFORM - KONSTANDINOU	73.97
Vendor VEN30384 - MINNESOTA GLOVE INC Total:					467.81
Vendor: VEN14005 - MINNESOTA NATIVE LANDSCAPES					
MINNESOTA NATIVE LANDSCA	13600	07/21/2022	34753	WEED CONTROL/SEEDING/HERBICID E APPLICATION	292.50
MINNESOTA NATIVE LANDSCA	13600	07/21/2022	34753	WEED CONTROL/SEEDING/HERBICID E APPLICATION	1,380.00
MINNESOTA NATIVE LANDSCA	13600	07/21/2022	34753	WEED CONTROL/SEEDING/HERBICID E APPLICATION	292.50
MINNESOTA NATIVE LANDSCA	13600	07/21/2022	34753	WEED CONTROL/SEEDING/HERBICID E APPLICATION	315.00
Vendor VEN14005 - MINNESOTA NATIVE LANDSCAPES Total:					2,280.00
Vendor: VEN19306 - MN BUREAU OF CRIMINAL APPREHENSION					
MN BUREAU OF CRIMINAL AP	216835	07/20/2022	706976	2ND QTR CJDN CHARGES	990.00
Vendor VEN19306 - MN BUREAU OF CRIMINAL APPREHENSION Total:					990.00
Vendor: VEN13473 - MN CHILD SUPPORT CENTER					
MN CHILD SUPPORT CENTER	216895	07/27/2022	INV025023	7/28/22 BIWEEKLY PAYROLL 7/4/22-7/17/22	54.44
Vendor VEN13473 - MN CHILD SUPPORT CENTER Total:					54.44
Vendor: VEN13554 - MN DEPT OF EMPLOYMENT & ECONOMIC DEVEL					
MN DEPT OF EMPLOYMENT &	216836	07/20/2022	15537701	2ND QTR UNEMPLOYMENT BENEFITS 2022	1,068.72
MN DEPT OF EMPLOYMENT &	216836	07/20/2022	15537701	2ND QTR UNEMPLOYMENT BENEFITS 2022	2,029.26
MN DEPT OF EMPLOYMENT &	216836	07/20/2022	15537701	2ND QTR UNEMPLOYMENT BENEFITS 2022	2,444.00
MN DEPT OF EMPLOYMENT &	216836	07/20/2022	15537701	2ND QTR UNEMPLOYMENT BENEFITS 2022	5,362.15
Vendor VEN13554 - MN DEPT OF EMPLOYMENT & ECONOMIC DEVEL Total:					10,904.13
Vendor: VEN13352 - MN DEPT OF HEALTH					
MN DEPT OF HEALTH	216896	07/27/2022	20220630	2022 2ND QUARTER WATER SUPPLY CONNECTION FEE	30,372.50
Vendor VEN13352 - MN DEPT OF HEALTH Total:					30,372.50
Vendor: VEN13670 - MN DEPT OF LABOR & INDUSTRY					
MN DEPT OF LABOR & INDUS	13653	07/28/2022	20220630-CG	JUN BLDG PERMIT SURCHARGE-COTTAGE GROVE	12,610.58
MN DEPT OF LABOR & INDUS	13653	07/28/2022	20220630-CG	JUN BLDG PERMIT SURCHARGE RETENTION-COT	-252.21
MN DEPT OF LABOR & INDUS	13653	07/28/2022	20220630-DT	2ND QTR BLDG PERMIT SURCHARGE RETENTION- DENMARK	-41.37
MN DEPT OF LABOR & INDUS	13653	07/28/2022	20220630-DT	2ND QTR BLDG PERMIT SURCHARGE-DENMARK TOWNSHIP	1,034.23
Vendor VEN13670 - MN DEPT OF LABOR & INDUSTRY Total:					13,351.23
Vendor: VEN13371 - MN DEPT OF NATURAL RESOURCES					
MN DEPT OF NATURAL RESOU	216837	07/20/2022	8105449	GRANT SIGNS	25.08
Vendor VEN13371 - MN DEPT OF NATURAL RESOURCES Total:					25.08

Expense Approval Report

Payment Dates: 7/20/2022 - 8/4/2022

Vendor Name	Payment Number	Payment Date	Payable Number	Description (Item)	Amount
Vendor: VEN03446 - MN DEPT OF TRANSPORTATION					
MN DEPT OF TRANSPORTATIO	216838	07/20/2022	P00015391	BITUMINOUS PLANT INSPECTION-HAWTHORNE 2N	281.30
Vendor VEN03446 - MN DEPT OF TRANSPORTATION Total:					281.30
Vendor: VEN13481 - MN FIRE SERVICE CERTIFICATION BOARD					
MN FIRE SERVICE CERTIFICATI	216839	07/20/2022	10382	FIREFIGHTER I & II CERTIFICATION EXAMS	720.00
Vendor VEN13481 - MN FIRE SERVICE CERTIFICATION BOARD Total:					720.00
Vendor: VEN29281 - MN PETROLEUM SERVICE					
MN PETROLEUM SERVICE	216897	07/27/2022	111416	UNL FUEL PUMP RPR/SOLENOID VALVE RPL	2,029.25
Vendor VEN29281 - MN PETROLEUM SERVICE Total:					2,029.25
Vendor: VEN13463 - MTI DISTRIBUTING CO.					
MTI DISTRIBUTING CO.	13654	07/28/2022	1344200-00	CONV,1.5IN,FC,55-58NOZ-RIVER OAKS	1,104.67
MTI DISTRIBUTING CO.	13601	07/21/2022	1350696-00	SPRAY HEAD/SOLENOID/NOZZLES/S HOVEL-PARKS	1,166.72
MTI DISTRIBUTING CO.	13654	07/28/2022	1332787-01	400 HOUR MVP FILTER KIT	147.49
MTI DISTRIBUTING CO.	13654	07/28/2022	1355191-00	BUSHING - 8514/34580	7.88
Vendor VEN13463 - MTI DISTRIBUTING CO. Total:					2,426.76
Vendor: VEN14443 - NCPERS MINNESOTA - 403800					
NCPERS MINNESOTA - 403800	13655	07/28/2022	403800082022	AUGUST 2022 LIFE INSURANCE PREMIUM	320.00
Vendor VEN14443 - NCPERS MINNESOTA - 403800 Total:					320.00
Vendor: VEN14453 - NIKE USA, INC.					
NIKE USA, INC.	216840	07/20/2022	9648547840	PROSHOP MERCHANDISE	44.65
NIKE USA, INC.	216840	07/20/2022	9649581210	PROSHOP MERCHANDISE	81.15
NIKE USA, INC.	216840	07/20/2022	9649730617	PROSHOP MERCHANDISE	216.15
NIKE USA, INC.	216840	07/20/2022	9649730618	PROSHOP MERCHANDISE	36.15
Vendor VEN14453 - NIKE USA, INC. Total:					378.10
Vendor: VEN14409 - NORTHERN SAFETY TECHNOLOGY, INC					
NORTHERN SAFETY TECHNOL	13602	07/21/2022	54225	LED LIGHT, LENS - 4103/34534	537.90
Vendor VEN14409 - NORTHERN SAFETY TECHNOLOGY, INC Total:					537.90
Vendor: VEN14496 - NORTHLAND CHEMICAL CORP					
NORTHLAND CHEMICAL CORP	216841	07/20/2022	9349	MAGIC HAND CLEANER-RIVER OAKS	124.69
NORTHLAND CHEMICAL CORP	216898	07/27/2022	9392	MAGIC HAND CLEANER-RIVER OAKS	124.69
Vendor VEN14496 - NORTHLAND CHEMICAL CORP Total:					249.38
Vendor: VEN33273 - NORTHWEST ASPHALT INC					
NORTHWEST ASPHALT INC	13570	07/21/2022	20220627	PYMT 8-2021 PAVEMENT MANAGEMENT PROJECT THRU 6/27	76,134.00
Vendor VEN33273 - NORTHWEST ASPHALT INC Total:					76,134.00
Vendor: VEN30656 - OMG MIDWEST INC					
OMG MIDWEST INC	13675	08/04/2022	20220624	PYMT 2/FINAL-SUMMERS LANDING 2ND 11/24/20-12/6/21	15,017.35
Vendor VEN30656 - OMG MIDWEST INC Total:					15,017.35
Vendor: VEN35425 - OPENTABLE INC					
OPENTABLE INC	216899	07/27/2022	INV-FS859437-062022	JUNE GUEST SEATING/RESERVATION SVCS	271.00
Vendor VEN35425 - OPENTABLE INC Total:					271.00
Vendor: VEN30439 - O'REILLY AUTO PARTS					
O'REILLY AUTO PARTS	216842	07/20/2022	3266-441289	AIR FILTER - 1750/34532	16.55
O'REILLY AUTO PARTS	216842	07/20/2022	3266-441474	FUSES - SHOP SUPPLY SS100	21.20
O'REILLY AUTO PARTS	216842	07/20/2022	3266-442067	HYD FLTR & OIL FLTR - 6007/34545	51.66

Expense Approval Report

Payment Dates: 7/20/2022 - 8/4/2022

Vendor Name	Payment Number	Payment Date	Payable Number	Description (Item)	Amount
O'REILLY AUTO PARTS	216900	07/27/2022	3266-442332	CLIPS - 1502/34556	11.68
O'REILLY AUTO PARTS	216900	07/27/2022	3266-442515	FUEL/WTR SEPERATOR - 6007/34545	22.73
O'REILLY AUTO PARTS	216900	07/27/2022	3266-443119	TUBELESS VALVE - SHOP SUPPLY SS100	105.91
O'REILLY AUTO PARTS	216900	07/27/2022	3266-443159	STEEL NUT, BRK LINE, UNION - 1405/34576	14.04
O'REILLY AUTO PARTS	216900	07/27/2022	3266-443185	BRAKE FLUID - SHOP SUPPLY SS100	15.44
O'REILLY AUTO PARTS	216900	07/27/2022	3266-443219	CREDIT INV# 3266-442067 - HYD FLTR	-28.49
O'REILLY AUTO PARTS	216900	07/27/2022	3266-443358	FUEL HOSE - RETURNED	4.44
O'REILLY AUTO PARTS	216900	07/27/2022	3266-443366	CREDIT INV# 3266-443358 - FUEL HOSE	-4.44
O'REILLY AUTO PARTS	216900	07/27/2022	3266-443367	HIGH PSI FUEL HOSE - SHOP TOOL	14.48
O'REILLY AUTO PARTS	216900	07/27/2022	3266-443460	CV SHAFT, SWAY BAR LINK - 1302/34588	109.89
Vendor VEN30439 - O'REILLY AUTO PARTS Total:					355.09
Vendor: VEN16140 - PARK GROVE ELECTRIC INC					
PARK GROVE ELECTRIC INC	216901	07/27/2022	54610	INSTALL CORD ON ICE MACHINE-ICE ARENA	97.00
Vendor VEN16140 - PARK GROVE ELECTRIC INC Total:					97.00
Vendor: VEN35191 - PB PARENT HOLDCO, LP					
PB PARENT HOLDCO, LP	216902	07/27/2022	IV00212591	FIRE EXTINGUISHER INSPECTION-RIVER OAKS	578.50
Vendor VEN35191 - PB PARENT HOLDCO, LP Total:					578.50
Vendor: VEN35260 - PERFECTION PLUS INC					
PERFECTION PLUS INC	216843	07/20/2022	114260	JULY CLEANING SERVICES - PSCH	4,145.00
PERFECTION PLUS INC	216843	07/20/2022	114260	JULY CLEANING SERVICES - FIRE #4	147.00
PERFECTION PLUS INC	216843	07/20/2022	114260	JULY CLEANING SERVICES - CENTRAL FIRE	595.00
PERFECTION PLUS INC	216843	07/20/2022	114260	JULY CLEANING SERVICES - FIRE #3	147.00
PERFECTION PLUS INC	216843	07/20/2022	114260	JULY CLEANING SERVICES - P	820.00
PERFECTION PLUS INC	216843	07/20/2022	114260	JULY CLEANING SERVICES - HERO CENTER	1,700.00
Vendor VEN35260 - PERFECTION PLUS INC Total:					7,554.00
Vendor: VEN35773 - PERFORMANCE FOOD GROUP INC					
PERFORMANCE FOOD GROUP	216844	07/20/2022	210995	FOOD/SUPPLIES FOR CLUBHOUSE	262.40
PERFORMANCE FOOD GROUP	216844	07/20/2022	210995	FOOD/SUPPLIES FOR CLUBHOUSE	1,288.99
PERFORMANCE FOOD GROUP	216844	07/20/2022	213207	CREDIT INV# 202082 - OLIVES	-24.38
PERFORMANCE FOOD GROUP	216844	07/20/2022	213431	FOOD/SUPPLIES FOR CLUBHOUSE	107.76
PERFORMANCE FOOD GROUP	216844	07/20/2022	213431	FOOD/SUPPLIES FOR CLUBHOUSE	864.72
PERFORMANCE FOOD GROUP	216844	07/20/2022	215431	CREDIT INV# 210995 - SWISS CHEESE	-56.18
PERFORMANCE FOOD GROUP	216903	07/27/2022	224146	SUPPLIES FOR CLUBHOUSE	314.42
PERFORMANCE FOOD GROUP	216903	07/27/2022	224225	FOOD/SUPPLIES FOR CLUBHOUSE	432.84
PERFORMANCE FOOD GROUP	216903	07/27/2022	224225	FOOD/SUPPLIES FOR CLUBHOUSE	2,408.44
PERFORMANCE FOOD GROUP	216903	07/27/2022	225674	FOOD FOR CLUBHOUSE	172.64
Vendor VEN35773 - PERFORMANCE FOOD GROUP INC Total:					5,771.65
Vendor: VEN34122 - PERFORMANCE PLUS, LLC					
PERFORMANCE PLUS, LLC	13656	07/28/2022	122905	MEDICAL EXAMINATIONS	424.00

Expense Approval Report

Payment Dates: 7/20/2022 - 8/4/2022

Vendor Name	Payment Number	Payment Date	Payable Number	Description (Item)	Amount
PERFORMANCE PLUS, LLC	13656	07/28/2022	122905	MEDICAL EXAMINATIONS	283.00
Vendor VEN34122 - PERFORMANCE PLUS, LLC Total:					707.00
Vendor: VEN16157 - PHILLIPS WINE & SPIRITS INC					
PHILLIPS WINE & SPIRITS INC	216845	07/20/2022	6425180	ALCOHOL FOR CLUBHOUSE	91.00
Vendor VEN16157 - PHILLIPS WINE & SPIRITS INC Total:					91.00
Vendor: VEN16255 - PINE BEND PAVING INC.					
PINE BEND PAVING INC.	216904	07/27/2022	22-1612	ASPHALT SAND MIX-15.51 TONS	1,008.15
PINE BEND PAVING INC.	216904	07/27/2022	22-1757	ASPHALT WEAR MIX-3.23 TON	205.11
PINE BEND PAVING INC.	216904	07/27/2022	22-1962	ASPHALT SAND MIX-5.46 TON	354.90
PINE BEND PAVING INC.	216904	07/27/2022	22-1996	ASPHALT SAND MIX-12.94 TONS	841.10
Vendor VEN16255 - PINE BEND PAVING INC. Total:					2,409.26
Vendor: VEN16623 - POLLARDWATER					
POLLARDWATER	216846	07/20/2022	217194	MAG LCTR TRADE IN-WATER	629.05
Vendor VEN16623 - POLLARDWATER Total:					629.05
Vendor: VEN35908 - POPE DOUGLAS SOLID WASTE MANAGEMENT					
POPE DOUGLAS SOLID WASTE	216847	07/20/2022	10325	JUNE 2022 CONFISCATED DRUGS	198.90
Vendor VEN35908 - POPE DOUGLAS SOLID WASTE MANAGEMENT Total:					198.90
Vendor: VEN16138 - PUBLIC EMPLOYEES RETIREMENT ASSOCIATION					
PUBLIC EMPLOYEES RETIREM	13657	07/28/2022	INV025025	7/28/22 BIWEEKLY PAYROLL 7/4/22-7/17/22	45,953.42
PUBLIC EMPLOYEES RETIREM	13657	07/28/2022	INV025026	7/28/22 BIWEEKLY PAYROLL 7/4/22-7/17/22	66,577.26
Vendor VEN16138 - PUBLIC EMPLOYEES RETIREMENT ASSOCIATION Total:					112,530.68
Vendor: VEN31366 - QUALITY LOCKSMITH SERVICE, INC					
QUALITY LOCKSMITH SERVICE	216905	07/27/2022	QLS23046	DEADBOLT REPAIR-HAMLET PARK	612.37
Vendor VEN31366 - QUALITY LOCKSMITH SERVICE, INC Total:					612.37
Vendor: VEN17336 - QUALITY PROPANE, INC					
QUALITY PROPANE, INC	13603	07/21/2022	236340	BULK CYL	98.43
Vendor VEN17336 - QUALITY PROPANE, INC Total:					98.43
Vendor: VEN18051 - R & R SPECIALTIES OF WISCONSIN, INC					
R & R SPECIALTIES OF WISCO	13658	07/28/2022	76093-IN	WATER TEMP SENDER - 2002/34551	33.25
R & R SPECIALTIES OF WISCO	13658	07/28/2022	76123-IN	STARTER - 2003/34557	336.15
Vendor VEN18051 - R & R SPECIALTIES OF WISCONSIN, INC Total:					369.40
Vendor: VEN32756 - RAMSEY/WASHINGTON RECYCLING & ENERGY					
RAMSEY/WASHINGTON RECY	216848	07/20/2022	RESFA-005625	JUNE TRASH DISPOSAL	816.36
Vendor VEN32756 - RAMSEY/WASHINGTON RECYCLING & ENERGY Total:					816.36
Vendor: VEN18149 - RAMY TURF PRODUCTS					
RAMY TURF PRODUCTS	216849	07/20/2022	OP-86687-06	PRO SEEDER COMMERCIAL SUN & SHADE/MN 25-141-STORM	914.00
Vendor VEN18149 - RAMY TURF PRODUCTS Total:					914.00
Vendor: VEN35788 - RELIABLE DRUG & ALCOHOL INC					
RELIABLE DRUG & ALCOHOL I	216850	07/20/2022	4777	DRUG TESTING	90.00
RELIABLE DRUG & ALCOHOL I	216850	07/20/2022	4777	DRUG TESTING	130.00
RELIABLE DRUG & ALCOHOL I	216850	07/20/2022	4777	DRUG TESTING	135.00
RELIABLE DRUG & ALCOHOL I	216850	07/20/2022	4777	DRUG TESTING	90.00
RELIABLE DRUG & ALCOHOL I	216850	07/20/2022	4777	DRUG TESTING	45.00
Vendor VEN35788 - RELIABLE DRUG & ALCOHOL INC Total:					490.00
Vendor: VEN18156 - RIVER COUNTRY COOPERATIVE					
RIVER COUNTRY COOPERATIV	13659	07/28/2022	151682	406.8 GAL UNLEADED GASOLINE	1,801.72

Expense Approval Report

Payment Dates: 7/20/2022 - 8/4/2022

Vendor Name	Payment Number	Payment Date	Payable Number	Description (Item)	Amount
RIVER COUNTRY COOPERATIV	13659	07/28/2022	151683	116.1 GAL DYED DIESEL	606.76
Vendor VEN18156 - RIVER COUNTRY COOPERATIVE Total:					2,408.48
Vendor: VEN30368 - RIVER STATES TRUCK AND TRAILER, INC					
RIVER STATES TRUCK AND TRA	13660	07/28/2022	848469	OIL PAN RPR, O/S LABOR - 4008/34500	1,956.84
RIVER STATES TRUCK AND TRA	13660	07/28/2022	931582	SOLENOID - 4002/34550	54.49
Vendor VEN30368 - RIVER STATES TRUCK AND TRAILER, INC Total:					2,011.33
Vendor: VEN30854 - ROHN INDUSTRIES, INC					
ROHN INDUSTRIES, INC	13661	07/28/2022	578100	DOCUMENT SHREDDING	27.00
Vendor VEN30854 - ROHN INDUSTRIES, INC Total:					27.00
Vendor: VEN35272 - ROYAL TIRE INC					
ROYAL TIRE INC	216906	07/27/2022	337-56653	MNT/DSMNT 2 TIRES - 21MISC/34606	96.25
ROYAL TIRE INC	216906	07/27/2022	337-56767	MNT/DSMNT 4 TIRES - 2601/34604	305.76
ROYAL TIRE INC	216906	07/27/2022	337-57080	RPR TIRE - 4101/34591	401.71
Vendor VEN35272 - ROYAL TIRE INC Total:					803.72
Vendor: VEN18055 - RUMPCA EXCAVATING, INC					
RUMPCA EXCAVATING, INC	216907	07/27/2022	17232	DUMPING CONCRETE POLES W/REBAR - 4 YARDS	48.00
Vendor VEN18055 - RUMPCA EXCAVATING, INC Total:					48.00
Vendor: VEN18069 - RUMPCA SERVICES INC					
RUMPCA SERVICES INC	13662	07/28/2022	54782	JETTED MAIN SEWER FROM SEPTIC TANK-LAMAR PARK	395.00
Vendor VEN18069 - RUMPCA SERVICES INC Total:					395.00
Vendor: VEN35923 - RYAN MALKES					
RYAN MALKES	216908	07/27/2022	20220727	REFUND UB ACCT# 800041613 - 8386 ISLETON CT	115.22
Vendor VEN35923 - RYAN MALKES Total:					115.22
Vendor: VEN29489 - SCHILLING SUPPLY COMPANY					
SCHILLING SUPPLY COMPANY	13604	07/21/2022	878959-00	MULTIFOLD TOWELS/CANLINERS/BATH TISSUE-HERO CENTER	307.82
SCHILLING SUPPLY COMPANY	13604	07/21/2022	878964-00	CANLINERS/TOWELS-CITY HAL	178.59
Vendor VEN29489 - SCHILLING SUPPLY COMPANY Total:					486.41
Vendor: VEN35036 - SIEVERS CREATIVE LLC					
SIEVERS CREATIVE LLC	13663	07/28/2022	INV-000841	AUG PREMIUM WEBSITE MAINTENANCE-VISITORS BUREAU	115.00
SIEVERS CREATIVE LLC	13663	07/28/2022	INV-000841	AUG SOCIAL MEDIA AD CAMPAIGN-VISITORS BUREAU	692.00
Vendor VEN35036 - SIEVERS CREATIVE LLC Total:					807.00
Vendor: VEN35233 - SKYLINE RETAIL ACQUISTION I, LLC					
SKYLINE RETAIL ACQUISTION I	13664	07/28/2022	2500121845	3RD QTR DISPLAY STORAGE	225.00
Vendor VEN35233 - SKYLINE RETAIL ACQUISTION I, LLC Total:					225.00
Vendor: VEN35034 - SMOOT ENTERPRISES ADVANCED SPORTSWEAR LLC					
SMOOT ENTERPRISES ADVAN	13665	07/28/2022	7910	UNIFORM - MOEN	78.00
SMOOT ENTERPRISES ADVAN	13605	07/21/2022	7749	STRAWBERRY FEST 5K T-SHIRT	1,362.50
SMOOT ENTERPRISES ADVAN	13665	07/28/2022	7027	UNIFORM - JAWORSKI	222.00
SMOOT ENTERPRISES ADVAN	13665	07/28/2022	7027	UNIFORM - GERRY	112.00
SMOOT ENTERPRISES ADVAN	13665	07/28/2022	8433	UNIFORM EMBROIDERY - UECKER	44.00
Vendor VEN35034 - SMOOT ENTERPRISES ADVANCED SPORTSWEAR LLC Total:					1,818.50
Vendor: VEN35918 - ST CROIX VALLEY DISTRIBUTING LLC					
ST CROIX VALLEY DISTRIBUTIN	216851	07/20/2022	224581575	POPCORN POPPER CLEANING & REPAIR-ICE ARENA	788.94
Vendor VEN35918 - ST CROIX VALLEY DISTRIBUTING LLC Total:					788.94

Expense Approval Report

Payment Dates: 7/20/2022 - 8/4/2022

Vendor Name	Payment Number	Payment Date	Payable Number	Description (Item)	Amount
Vendor: VEN35916 - ST LOUIS COUNTY SHERIFF'S DEPARTMENT					
ST LOUIS COUNTY SHERIFF'S	216852	07/20/2022	20220720	REFUND PATC COURSE-MATTHEW MIRANDA	599.99
Vendor VEN35916 - ST LOUIS COUNTY SHERIFF'S DEPARTMENT Total:					599.99
Vendor: VEN16141 - ST PAUL PIONEER PRESS					
ST PAUL PIONEER PRESS	216853	07/20/2022	622569758	JUN ADS-DISH ANTENNAS-81ST WATER TANK	23.97
ST PAUL PIONEER PRESS	216853	07/20/2022	622569758	JUN ADS-DUNKIN/BASKIN ROBBINS	23.97
ST PAUL PIONEER PRESS	216853	07/20/2022	622569758	JUN ADS-NELSON MINE EIS	19.74
Vendor VEN16141 - ST PAUL PIONEER PRESS Total:					67.68
Vendor: VEN35879 - STANLEY STEEMER INTERNATIONAL INC					
STANLEY STEEMER INTERNATI	216854	07/20/2022	974666-90	TILE CLEANING-HERO CENTER	1,599.00
Vendor VEN35879 - STANLEY STEEMER INTERNATIONAL INC Total:					1,599.00
Vendor: VEN31218 - STANTEC CONSULTING SERVICES INC					
STANTEC CONSULTING SERVIC	13666	07/28/2022	1954779	INTERMED ZONE WATER TREAT PLANT SVC 6/4/22-6/3	1,649.00
STANTEC CONSULTING SERVIC	13666	07/28/2022	1954780	LOW ZONE RAW WATER MAIN PHASE 1 SVC 6/4/22-6/	3,501.50
Vendor VEN31218 - STANTEC CONSULTING SERVICES INC Total:					5,150.50
Vendor: VEN35919 - STEVE BJORNBERG					
STEVE BJORNBERG	216855	07/20/2022	20220720	IRRIGATION REPAIRS-6598 JOCELYN AVE S	159.24
Vendor VEN35919 - STEVE BJORNBERG Total:					159.24
Vendor: VEN35921 - SUNRAM CONSTRUCTION INC					
SUNRAM CONSTRUCTION INC	216922	07/27/2022	20220708	PYMT 1-GLACIAL VALLEY PARK SVCS 6/6/22-7/8/22	324,442.47
Vendor VEN35921 - SUNRAM CONSTRUCTION INC Total:					324,442.47
Vendor: VEN20035 - T.A. SCHIFSKY & SONS INC					
T.A. SCHIFSKY & SONS INC	216909	07/27/2022	68175	ASPHALT MIX	1,425.00
Vendor VEN20035 - T.A. SCHIFSKY & SONS INC Total:					1,425.00
Vendor: VEN20063 - TAYLOR MADE GOLF COMPANY,INC.					
TAYLOR MADE GOLF COMPAN	216856	07/20/2022	35990775	PROSHOP MERCHANDISE	445.47
Vendor VEN20063 - TAYLOR MADE GOLF COMPANY,INC. Total:					445.47
Vendor: VEN20005 - TELEMETRY AND PROCESS CONTROLS INC					
TELEMETRY AND PROCESS CO	13606	07/21/2022	114465	SCADA SYSTEM - JUNE SERVICE	1,612.50
Vendor VEN20005 - TELEMETRY AND PROCESS CONTROLS INC Total:					1,612.50
Vendor: VEN20049 - TENNIS ROLL OFF, L.L.C.					
TENNIS ROLL OFF, L.L.C.	216857	07/20/2022	3321059	DUMPSTER AT PW	423.32
TENNIS ROLL OFF, L.L.C.	216857	07/20/2022	3321059	DUMPSTER AT PW	423.32
TENNIS ROLL OFF, L.L.C.	216857	07/20/2022	3321059	DUMPSTER AT PW	423.32
TENNIS ROLL OFF, L.L.C.	216857	07/20/2022	3321059	DUMPSTER AT PW	423.32
Vendor VEN20049 - TENNIS ROLL OFF, L.L.C. Total:					1,693.28
Vendor: VEN20038 - TENNIS SANITATION LLC					
TENNIS SANITATION LLC	216858	07/20/2022	3320735	JUNE TRASH SERVICE - RIVER OAKS	91.56
TENNIS SANITATION LLC	216858	07/20/2022	3320739	JUNE TRASH SERVICE - ICE ARENA	65.79
TENNIS SANITATION LLC	216858	07/20/2022	3320743	JUNE TRASH SERVICE - CLUBHOUSE	183.08
Vendor VEN20038 - TENNIS SANITATION LLC Total:					340.43
Vendor: VEN31069 - TERMINAL SUPPLY CO.					
TERMINAL SUPPLY CO.	13667	07/28/2022	58989-00	TOGGLE SWITCH - 2038/3437	6.58
Vendor VEN31069 - TERMINAL SUPPLY CO. Total:					6.58

Expense Approval Report

Payment Dates: 7/20/2022 - 8/4/2022

Vendor Name	Payment Number	Payment Date	Payable Number	Description (Item)	Amount
Vendor: VEN32056 - THE COTTAGE GROVE PROFESSIONAL FIREFIGHTERS					
THE COTTAGE GROVE PROFES	13668	07/28/2022	INV025021	7/28/22 BIWEEKLY PAYROLL 7/4/22-7/17/22	450.00
Vendor VEN32056 - THE COTTAGE GROVE PROFESSIONAL FIREFIGHTERS Total:					450.00
Vendor: VEN35469 - THE SOUTH WASHINGTON WATERSHED DISTRICT					
THE SOUTH WASHINGTON W	216910	07/27/2022	22-004	SUMMERS LANDING 5TH- EROSION & SEDIMENT INSPECTION	137.50
THE SOUTH WASHINGTON W	216910	07/27/2022	22-004	SUMMERS LANDING 4TH- EROSION & SEDIMENT INSPECTION	137.50
THE SOUTH WASHINGTON W	216910	07/27/2022	22-004	PARKVIEW POINTE-EROSION & SEDIMENT INSPECTION	55.00
THE SOUTH WASHINGTON W	216910	07/27/2022	22-004	HIGH POINTE 1ST-EROSION & SEDIMENT INSPECTION	27.50
THE SOUTH WASHINGTON W	216910	07/27/2022	22-004	NORTHWICK PARK 2ND- EROSION & SEDIMENT INSPECTION	123.75
THE SOUTH WASHINGTON W	216910	07/27/2022	22-004	3M-EROSION & SEDIMENT INSPECTION	96.25
THE SOUTH WASHINGTON W	216910	07/27/2022	22-004	LANGDON HILLS-EROSION & SEDIMENT INSPECTION	137.50
THE SOUTH WASHINGTON W	216910	07/27/2022	22-004	NORTH STAR SHEETS- EROSION & SEDIMENT INSPEC	96.25
THE SOUTH WASHINGTON W	216910	07/27/2022	22-004	HAWTHORNE-EROSION & SEDIMENT INSPECTION	96.25
THE SOUTH WASHINGTON W	216910	07/27/2022	22-004	NORTHPOINT-EROSION & SEDIMENT INSPECTION	82.50
THE SOUTH WASHINGTON W	216910	07/27/2022	22-004	ROLLING MEADOWS- EROSION & SEDIMENT INSPEC	151.25
THE SOUTH WASHINGTON W	216910	07/27/2022	22-004	HINTON WOODS-EROSION & SEDIMENT INSPECTION	68.75
THE SOUTH WASHINGTON W	216910	07/27/2022	22-004	CARDINAL RESERVE-EROSION & SEDIMENT INSPECTION	68.75
THE SOUTH WASHINGTON W	216910	07/27/2022	22-004	CALAROSA 5TH-EROSION & SEDIMENT INSPECTION	68.75
THE SOUTH WASHINGTON W	216910	07/27/2022	22-004	CALAROSA 6TH-EROSION & SEDIMENT INSPECTION	68.75
THE SOUTH WASHINGTON W	216910	07/27/2022	22-004	OPPIDAN APARTMENTS- EROSION & SEDIMENT INSPECTION	55.00
THE SOUTH WASHINGTON W	216910	07/27/2022	22-004	NORTHWICK PARK 1ST- EROSION & SEDIMENT INSPECTION	55.00
THE SOUTH WASHINGTON W	216910	07/27/2022	22-004	GLACIAL VALLEY 1ST-EROSION & SEDIMENT INSPECTION	55.00
THE SOUTH WASHINGTON W	216910	07/27/2022	22-004	SETTLERS BLUFF-EROSION & SEDIMENT INSPECTION	178.75
THE SOUTH WASHINGTON W	216910	07/27/2022	22-004	EASTBROOKE 2ND-EROSION & SEDIMENT INSPECTION	55.00
THE SOUTH WASHINGTON W	216910	07/27/2022	22-004	EASTBROOKE 1ST-EROSION & SEDIMENT INSPECTION	13.75
THE SOUTH WASHINGTON W	216910	07/27/2022	22-004	WOODWARD 3RD-EROSION & SEDIMENT INSPECTION	41.25
THE SOUTH WASHINGTON W	216910	07/27/2022	22-004	WOODWARD 1ST-EROSION & SEDIMENT INSPECTION	13.75
THE SOUTH WASHINGTON W	216910	07/27/2022	22-004	THE VIEW-EROSION & SEDIMENT INSPECTION	41.25
THE SOUTH WASHINGTON W	216910	07/27/2022	22-004	YOUNG ADDITION-EROSION & SEDIMENT INSPECTION	41.25
THE SOUTH WASHINGTON W	216910	07/27/2022	22-004	HIGH POINTE 2ND-EROSION & SEDIMENT INSPECTION	41.25
THE SOUTH WASHINGTON W	216910	07/27/2022	22-004	EASTBROOKE 3RD-EROSION & SEDIMENT INSPECTION	13.75

Expense Approval Report

Payment Dates: 7/20/2022 - 8/4/2022

Vendor Name	Payment Number	Payment Date	Payable Number	Description (Item)	Amount
THE SOUTH WASHINGTON W	216910	07/27/2022	22-004	BAILEY WOODS-EROSION & SEDIMENT INSPECTION	27.50
THE SOUTH WASHINGTON W	216910	07/27/2022	22-004	WOODWARD 2ND-EROSION & SEDIMENT INSPECTION	27.50
THE SOUTH WASHINGTON W	216910	07/27/2022	22-004	HAMLET HEIGHTS-EROSION & SEDIMENT INSPECTION	82.50
Vendor VEN35469 - THE SOUTH WASHINGTON WATERSHED DISTRICT Total:					2,158.75
Vendor: VEN30281 - THOMSON REUTERS					
THOMSON REUTERS	216859	07/20/2022	846630057	JUNE INFORMATION CHARGE	197.25
Vendor VEN30281 - THOMSON REUTERS Total:					197.25
Vendor: VEN33351 - TIME COMMUNICATIONS, INC					
TIME COMMUNICATIONS, INC	216913	07/27/2022	2003-072222	ANSWERING SVC 7/22/22-8/18/22	452.26
Vendor VEN33351 - TIME COMMUNICATIONS, INC Total:					452.26
Vendor: VEN35291 - TIMECLOCK PLUS LLC					
TIMECLOCK PLUS LLC	13669	07/28/2022	INV00197631	ANNUAL EMPLOYEE LICENSING OVERAGE 5/23/22	378.00
Vendor VEN35291 - TIMECLOCK PLUS LLC Total:					378.00
Vendor: VEN29205 - TOTAL MECHANICAL SERVICES, INC					
TOTAL MECHANICAL SERVICES	13607	07/21/2022	S3592	NORTH RINK DRAIN & ADD OIL-ICE ARENA	575.00
TOTAL MECHANICAL SERVICES	13607	07/21/2022	S3595	PERFORM VIBRATION ANAYLSIS ON WEST C2-ICE AR	360.00
TOTAL MECHANICAL SERVICES	13607	07/21/2022	S3596	FIX LEAK ON WEST EAC-ICE ARENA	390.00
TOTAL MECHANICAL SERVICES	13670	07/28/2022	PM4444	3RD QUARTER HVAC MAINTENANCE-ICE ARENA	2,172.50
TOTAL MECHANICAL SERVICES	13607	07/21/2022	S3606	ADD OIL TO NORTH-ICE AREN	495.25
Vendor VEN29205 - TOTAL MECHANICAL SERVICES, INC Total:					3,992.75
Vendor: VEN20030 - TRIO SUPPLY COMPANY					
TRIO SUPPLY COMPANY	13608	07/21/2022	774664	RESTAURANT SUPPLIES	572.44
TRIO SUPPLY COMPANY	13671	07/28/2022	776821	RESTAURANT SUPPLIES	568.16
Vendor VEN20030 - TRIO SUPPLY COMPANY Total:					1,140.60
Vendor: VEN20095 - TRI-STATE BOBCAT, INC.					
TRI-STATE BOBCAT, INC.	13609	07/21/2022	N14719	T76 BOBCAT LOADER RENTAL CONTRACT 6/28/22-7/27/22	695.00
TRI-STATE BOBCAT, INC.	13609	07/21/2022	N14720	S76 BOBCAT LOADER RENTAL CONTRACT 6/28/22-7/27/22	525.00
Vendor VEN20095 - TRI-STATE BOBCAT, INC. Total:					1,220.00
Vendor: VEN35435 - US FOODS, INC					
US FOODS, INC	13672	07/28/2022	5609569	FOOD/SUPPLIES FOR CLUBHOUSE	25.42
US FOODS, INC	13672	07/28/2022	5609569	FOOD/SUPPLIES FOR CLUBHOUSE	1,590.78
US FOODS, INC	13672	07/28/2022	5700060	FOOD FOR CLUBHOUSE	1,881.07
Vendor VEN35435 - US FOODS, INC Total:					3,497.27
Vendor: VEN33254 - US KIDS GOLF, LLC					
US KIDS GOLF, LLC	216914	07/27/2022	IN2054146	PROSHOP MERCHANDISE	20.05
Vendor VEN33254 - US KIDS GOLF, LLC Total:					20.05
Vendor: VEN22333 - VALLEY SALES OF HASTINGS, INC.					
VALLEY SALES OF HASTINGS, I	216860	07/20/2022	61964	LATCH - 1750/34532	129.28
Vendor VEN22333 - VALLEY SALES OF HASTINGS, INC. Total:					129.28
Vendor: VEN22335 - VALLEY-RICH COMPANY INC					
VALLEY-RICH COMPANY INC	216915	07/27/2022	30959	90TH ST S & GRENADIRE AVE S - REPAIRS	12,104.07
Vendor VEN22335 - VALLEY-RICH COMPANY INC Total:					12,104.07

Expense Approval Report

Payment Dates: 7/20/2022 - 8/4/2022

Vendor Name	Payment Number	Payment Date	Payable Number	Description (Item)	Amount
Vendor: VEN35692 - VAN METER INC					
VAN METER INC	216861	07/20/2022	5012192958.001	WELL 3 - EATON 9SX700 120V TOWER	674.87
Vendor VEN35692 - VAN METER INC Total:					674.87
Vendor: VEN22353 - VERIZON WIRELESS					
VERIZON WIRELESS	13610	07/21/2022	9910370063	EMERGENCY PREP PHONES 6/5/22-7/4/22	65.40
Vendor VEN22353 - VERIZON WIRELESS Total:					65.40
Vendor: VEN22338 - VERSATILE VEHICLES, INC.					
VERSATILE VEHICLES, INC.	216862	07/20/2022	81737	IGNITOR EZGO 4 CYCLE-RIVER OAKS	189.92
VERSATILE VEHICLES, INC.	216916	07/27/2022	82994	IGNITION COIL-EZ 4 CYC-RIVER OAKS	171.31
Vendor VEN22338 - VERSATILE VEHICLES, INC. Total:					361.23
Vendor: VEN30004 - WASHINGTON COUNTY ATTORNEY'S OFFICE					
WASHINGTON COUNTY ATTO	13611	07/21/2022	20220720-1	CASE# CG20018351 FILE# CF-2020-57 FORFEITURE FUNDS	144.67
WASHINGTON COUNTY ATTO	13611	07/21/2022	20220720-2	CASE# CG21011418 FILE# CF-2021-69 FORFEITURE FUNDS	158.11
WASHINGTON COUNTY ATTO	13611	07/21/2022	20220720-3	CASE# CG21010831 FILE# CF-2021-65 FORFEITURE FUNDS	32.00
WASHINGTON COUNTY ATTO	13611	07/21/2022	20220720-4	CASE# CG20018633 FILE# CF-2020-60 FORFEITURE FUNDS	96.00
WASHINGTON COUNTY ATTO	13611	07/21/2022	20220720-5	CASE# CG21016485 FILE# CF-2021-80 FORFEITURE FUNDS	44.21
WASHINGTON COUNTY ATTO	13611	07/21/2022	20220720-6	CASE# CG21000656 FILE# CF-2021-16 FORFEITURE FUNDS	15.00
WASHINGTON COUNTY ATTO	13611	07/21/2022	20220720-7	CASE# CG21020760 FILE# CF-2021-106 FORFEITURE FUND	482.25
Vendor VEN30004 - WASHINGTON COUNTY ATTORNEY'S OFFICE Total:					972.24
Vendor: VEN23139 - WASHINGTON COUNTY PUBLIC HEALTH & ENVIRONMENT DEPT					
WASHINGTON COUNTY PUBLI	13612	07/21/2022	20220630	JUNE ENVIRONMENTAL CHARGE	285.72
WASHINGTON COUNTY PUBLI	13612	07/21/2022	2022-PHE-0950	VSQG HAZARDOUS WASTE COLLECTION PROGRAM	66.75
WASHINGTON COUNTY PUBLI	13612	07/21/2022	2022-PHE-0951	VSQG HAZARDOUS WASTE COLLECTION PROGRAM	20.00
Vendor VEN23139 - WASHINGTON COUNTY PUBLIC HEALTH & ENVIRONMENT DEPT Total:					372.47
Vendor: VEN34963 - WASTE MANAGEMENT OF MINNESOTA INC					
WASTE MANAGEMENT OF MI	216863	07/20/2022	8741603-2282-0	COMPOST DUMPSTER SVC 7/1/22-7/31/22	456.95
Vendor VEN34963 - WASTE MANAGEMENT OF MINNESOTA INC Total:					456.95
Vendor: VEN29141 - WATSON COMPANY INC.					
WATSON COMPANY INC.	13613	07/21/2022	126845	SNACKS FOR CLUBHOUSE	822.12
Vendor VEN29141 - WATSON COMPANY INC. Total:					822.12
Vendor: VEN23122 - WEATHER WATCH INC					
WEATHER WATCH INC	13673	07/28/2022	11993	WEATHER SERVICE - JULY 202	220.00
Vendor VEN23122 - WEATHER WATCH INC Total:					220.00
Vendor: VEN35666 - WEX INC					
WEX INC	216864	07/20/2022	82263629	FUEL PURCHASES 6/7/22-7/6/22	581.24
WEX INC	216864	07/20/2022	82263629	FUEL PURCHASES 6/7/22-7/6/22	6,975.77
WEX INC	216864	07/20/2022	82263629	FUEL PURCHASES 6/7/22-7/6/22	254.28
WEX INC	216864	07/20/2022	82263629	FUEL PURCHASES 6/7/22-7/6/22	3,078.80
WEX INC	216864	07/20/2022	82263629	FUEL PURCHASES 6/7/22-7/6/22	178.01

Expense Approval Report

Payment Dates: 7/20/2022 - 8/4/2022

Vendor Name	Payment Number	Payment Date	Payable Number	Description (Item)	Amount
WEX INC	216864	07/20/2022	82263629	FUEL PURCHASES 6/7/22-7/6/22	2,811.76
WEX INC	216864	07/20/2022	82263629	FUEL PURCHASES 6/7/22-7/6/22	27.82
WEX INC	216864	07/20/2022	82263629	FUEL PURCHASES 6/7/22-7/6/22	2,252.18
WEX INC	216864	07/20/2022	82263629	FUEL PURCHASES 6/7/22-7/6/22	177.23
WEX INC	216864	07/20/2022	82263629	FUEL PURCHASES 6/7/22-7/6/22	140.51
WEX INC	216864	07/20/2022	82263629	FUEL PURCHASES 6/7/22-7/6/22	338.21
WEX INC	216864	07/20/2022	82263629	FUEL PURCHASES REBATE CREDIT 6/7/22-7/6/22	-127.87
WEX INC	216864	07/20/2022	82263629	FUEL PURCHASES 6/7/22-7/6/22	59.62
WEX INC	216864	07/20/2022	82263629	FUEL PURCHASES 6/7/22-7/6/22	230.42
Vendor VEN35666 - WEX INC Total:					16,977.98
Vendor: VEN35349 - WIESE USA INC					
WIESE USA INC	13614	07/21/2022	75014886	REM & RPL LOAD BACK REST - 8707/34433	1,288.42
Vendor VEN35349 - WIESE USA INC Total:					1,288.42
Vendor: VEN31705 - WISCONSIN SCTF					
WISCONSIN SCTF	216917	07/27/2022	INV025024	7/28/22 BIWEEKLY PAYROLL 7/4/22-7/17/22	737.67
Vendor VEN31705 - WISCONSIN SCTF Total:					737.67
Vendor: VEN30736 - WOLD ARCHITECTS AND ENGINEERS, INC					
WOLD ARCHITECTS AND ENGI	216866	07/20/2022	80137	GLACIAL VALLEY PARK BLDG SD-DD THRU 100% OF DESIGN	5,277.98
Vendor VEN30736 - WOLD ARCHITECTS AND ENGINEERS, INC Total:					5,277.98
Vendor: VEN24065 - XCEL ENERGY					
XCEL ENERGY	216867	07/20/2022	786440254	XCEL STREET LIGHTS 6/3/22-7/2/22	7,641.51
XCEL ENERGY	216867	07/20/2022	786778763	7751 70TH ST S FEEDPOINT 6/5/22-7/5/22	65.71
XCEL ENERGY	216867	07/20/2022	786792213	RAVINE PKWY LIGHTS 6/6/22-7/6/22	146.54
XCEL ENERGY	216867	07/20/2022	786890201	TRAFFIC SIGNALS 6/6/22-7/6/22	844.36
XCEL ENERGY	216867	07/20/2022	786892184	80TH/JAMAICA LIGHTS 6/6/22-7/6/22	1,008.85
XCEL ENERGY	216867	07/20/2022	786930967	6044 IDEN AVE S FEEDPOINT 6/6/22-7/6/22	19.00
XCEL ENERGY	216867	07/20/2022	786933904	6459 JENSEN AVE S FEEDPOINT 6/6/22-7/6/22	52.74
XCEL ENERGY	216867	07/20/2022	786940804	8503A JENSEN AVE S FEEDPOINT 6/6/22-7/6/22	97.67
XCEL ENERGY	216867	07/20/2022	786952643	6384 HIGHLAND HILLS CURVE FEEDPOINT 6/6/22-7/6/22	10.17
XCEL ENERGY	216867	07/20/2022	786961542	OAKWOOD PARK 6/6/22-7/6/22	15.25
XCEL ENERGY	216867	07/20/2022	786961717	HERO CENTER GAS 6/6/22-7/6/22	143.63
XCEL ENERGY	216867	07/20/2022	786977458	7863 JEFFERY AVE S FEEDPOINT 6/6/22-7/6/22	11.65
XCEL ENERGY	216918	07/27/2022	787642390	PINE COULEE LIGHTS 6/12/22-7/12/22	66.44
XCEL ENERGY	216918	07/27/2022	787719294	SOUTHPOINT 6/12/22-7/12/22	126.74
XCEL ENERGY	216918	07/27/2022	787722998	LIFT STATION 6/11/22-7/11/22	180.17
XCEL ENERGY	216918	07/27/2022	787728133	SEWER LIFT STATION 6/12/22-7/12/22	47.99

Expense Approval Report

Payment Dates: 7/20/2022 - 8/4/2022

Vendor Name	Payment Number	Payment Date	Payable Number	Description (Item)	Amount
XCEL ENERGY	216918	07/27/2022	787766883	EASTBROOK HOA 6/12/22-7/12/22	12.54
XCEL ENERGY	216918	07/27/2022	787767192	8311 60TH ST S UNIT ST LIGHTS 6/12/22-7/12/22	60.14
XCEL ENERGY	216918	07/27/2022	787777192	6497 INSPIRE CIR S FEEDPOINT 6/12/22-7/12/22	15.25
XCEL ENERGY	216918	07/27/2022	787780718	8031 80TH ST S FEEDPOINT 6/12/22-7/12/22	139.78
XCEL ENERGY	216918	07/27/2022	787784741	HERO CENTER ELEC 6/12/22-7/12/22	8,409.97
XCEL ENERGY	216918	07/27/2022	787785557	9200 GRANADA AVE S FEEDPOINT 6/12/22-7/12/22	38.12
XCEL ENERGY	216918	07/27/2022	787789503	8193 GRANGE BLVD UNIT SIREN 6/12/22-7/12/22	19.80
XCEL ENERGY	216918	07/27/2022	787789511	6527 GENEVIEVE TRL FEEDPOINT 6/12/22-7/12/22	21.31
XCEL ENERGY	216918	07/27/2022	787790136	6490 IDSEN AVE S FEEDPOINT 6/12/22-7/12/22	101.32
XCEL ENERGY	216918	07/27/2022	787802622	6424 HARKNESS AVE S FEEDPOINT 6/12/22-7/12/22	43.31
XCEL ENERGY	216918	07/27/2022	787807283	9750 65TH ST S FEEDPOINT 6/12/22-7/12/22	73.79
XCEL ENERGY	216918	07/27/2022	787809548	SETTLERS BLUFF LS/10294A GREYSTONE 6/12/22-7/12/22	25.89
XCEL ENERGY	216918	07/27/2022	787815109	8500 95TH ST S UNIT TRAFFIC SIGNAL 6/12/22-7/12/22	79.11
XCEL ENERGY	216918	07/27/2022	787816594	7064 W PT DOUGLAS RD S FEEDPOINT 6/12/22-7/12/22	67.74
XCEL ENERGY	216918	07/27/2022	787892770	GLENDENNING 6/14/22-7/13/22	20.25
XCEL ENERGY	216918	07/27/2022	787957947	CENTRAL FIRE 6/12/22-7/12/22	3,885.97
XCEL ENERGY	216918	07/27/2022	788017259	WATER 6/11/22-7/11/22	45,823.43
XCEL ENERGY	216867	07/20/2022	788069883	ICE ARENA 6/12/22-7/12/22	25,356.81
XCEL ENERGY	216867	07/20/2022	788084242	WATER (WELL 10) 6/9/22-7/11/22	7,412.27
XCEL ENERGY	216918	07/27/2022	788204925	PRO SHOP 6/12/22-7/12/22	954.90
XCEL ENERGY	216918	07/27/2022	788204925	MAINT BLDG 6/12/22-7/12/22	328.68
XCEL ENERGY	216918	07/27/2022	788204925	PUMPHOUSE 6/12/22-7/12/22	3,852.98
XCEL ENERGY	216918	07/27/2022	788204925	CLUBHOUSE 6/12/22-7/12/22	4,199.47
XCEL ENERGY	216918	07/27/2022	788259826	C/D SIRENS 6/18/22-7/17/22	45.66
XCEL ENERGY	216918	07/27/2022	788269490	PARK BUILDINGS 6/6/22-7/6/22	3,128.18
Vendor VEN24065 - XCEL ENERGY Total:					114,595.09
Vendor: VEN26002 - ZARNOTH BRUSH WORKS INC					
ZARNOTH BRUSH WORKS INC	13674	07/28/2022	190265-IN	MAIN BRUSHES - 8602/34513	865.82
Vendor VEN26002 - ZARNOTH BRUSH WORKS INC Total:					865.82
Vendor: VEN26201 - ZIEGLER INC.					
ZIEGLER INC.	13615	07/21/2022	IN000604441	CAT KEYS - 70MISC/34555	69.80
Vendor VEN26201 - ZIEGLER INC. Total:					69.80
Grand Total:					3,700,219.86

Report Summary

Fund Summary

Fund	Payment Amount
100 - GENERAL FUND	190,493.66
210 - EQUIPMENT REPLACEMENT	147.49
215 - RECYCLING	492.95
230 - SURFACE WATER MANAGEMENT	12,621.11
235 - SEALCOATING FUND	1,124,138.28
240 - FORFEITURE & SEIZURE	1,217.23
250 - ICE ARENA	34,107.44
255 - GOLF COURSE SPECIAL REVENUE FUND	60,489.41
285 - ECONOMIC DEVELOPMENT AUTHORITY	5,540.85
290 - HERO CENTER OPERATIONS	14,235.20
340 - 2021B GO IMPROVE REFUNDING BOND	475.00
369 - 2016A GO REFUNDING BONDS	475.00
455 - 3M SETTLEMENT - MPCA	5,561.25
493 - 2016B GO IMPROVEMENT BONDS	475.00
510 - FUTURE PROJECTS	-2,136.50
515 - PARK CAPITAL IMPROVEMENT FUND	49,016.00
520 - MSA CONSTRUCTION	29,118.00
535 - TIF 1-20 NORTHPOINT	154.00
560 - PAVEMENT MANAGEMENT	77,286.50
568 - DEVELOPER PETITIONED PROJECTS	15,508.35
570 - PARK TRUST	348,173.03
575 - WATER CONNECT/AREA	104,674.87
580 - SEWER CONNECTION/AREA	21,034.50
585 - STORM CONNECTION/AREA	65,743.50
610 - WATER OPERATING	108,365.25
620 - SEWER OPERATING	822,194.23
630 - STREET LIGHTS	26,386.78
660 - SOUTH WASHINGTON COUNTY AMBUL	5,240.55
700 - SELF INSURANCE	5,182.27
710 - FLEET MAINTENANCE	37,047.15
720 - INFORMATION TECHNOLOGY	42,359.38
810 - DEVELOPER LETTER OF CREDIT	228,132.05
990 - PAYROLL FUND	266,270.08
Grand Total:	3,700,219.86

Account Summary

Account Number	Account Name	Payment Amount
100-00-9100-2034	COBRA INSURANCE	3,765.69
100-03-0150-4302	LEGAL SERVICE	18,362.00
100-04-0200-4300	PROF SERVICES	208.58
100-04-0200-4302	LEGAL SERVICE	3,280.00
100-09-2500-4200	OFFICE SUPPLIES	1,809.89
100-09-2500-4272	OP SUP-BUILDINGS	178.59
100-09-2500-4305	FEES FOR SERVICE	27.00
100-09-2500-4370	MAINT-REPAIR/EQ	293.95
100-09-2500-4372	MAINT-REPAIR/BLD	15,136.00
100-09-2500-4380	RENTAL/LEASE	343.85
100-09-2500-4405	CLEAN/WASTE REMV	4,145.00
100-10-1100-4300	PROF SERVICES	7,102.85
100-10-1100-4341	ADVER/PUBLISH	67.68
100-13-1000-2041	SURCHARGE PAYABL	13,351.23
100-13-1000-3140	BUILDING PERMIT	76.00
100-13-1000-4211	MOTOR FUELS	581.24
100-13-1000-4300	PROF SERVICES	11,547.12
100-13-1000-4403	TRAVEL/TRAIN/CON	249.38
100-13-1030-4300	PROF SERVICES	269.10
100-14-2040-4301	ENGINEERING SVS	13,497.50

Account Summary

Account Number	Account Name	Payment Amount
100-15-0400-4310	COMMUNICATION	65.40
100-15-0400-4360	UTILITIES	65.46
100-21-0500-4200	OFFICE SUPPLIES	64.41
100-21-0500-4210	OP SUPPLY-OTHER	15.05
100-21-0500-4211	MOTOR FUELS	6,975.77
100-21-0500-4217	CLOTHING/UNIFORM	1,014.99
100-21-0500-4305	FEES FOR SERVICE	300.96
100-21-0500-4321	DATA PROCESSING	990.00
100-21-0500-4370	MAINT-REPAIR/EQ	120.49
100-21-0500-4403	TRAVEL/TRAIN/CON	2,000.00
100-21-0500-4405	CLEAN/WASTE REMV	285.65
100-21-0500-4530	MACH & EQUIPMENT	29,853.00
100-21-0537-4300	PROF SERVICES	18.75
100-21-0537-4305	FEES FOR SERVICE	70.00
100-23-0450-4305	FEES FOR SERVICE	1,672.00
100-26-0800-4147	UNEMPLOYMENT	1,068.72
100-26-0800-4210	OP SUPPLY-OTHER	392.45
100-26-0800-4211	MOTOR FUELS	254.28
100-26-0800-4217	CLOTHING/UNIFORM	89.28
100-26-0800-4300	PROF SERVICES	424.00
100-26-0800-4305	FEES FOR SERVICE	129.62
100-26-0800-4310	COMMUNICATION	2.83
100-26-0800-4360	UTILITIES	3,885.97
100-26-0800-4372	MAINT-REPAIR/BLD	1,241.17
100-26-0800-4403	TRAVEL/TRAIN/CON	720.00
100-26-0800-4405	CLEAN/WASTE REMV	889.00
100-31-1200-4147	UNEMPLOYMENT	2,029.26
100-31-1200-4210	OP SUPPLY-OTHER	314.27
100-31-1200-4211	MOTOR FUELS	3,078.80
100-31-1200-4217	CLOTHING/UNIFORM	234.26
100-31-1200-4271	OP SUP-OTHER IMP	2,826.11
100-31-1200-4300	PROF SERVICES	353.60
100-31-1200-4301	ENGINEERING SVS	498.00
100-31-1200-4305	FEES FOR SERVICE	292.50
100-31-1200-4371	MAINT-REPAIR/OTH	98.43
100-31-1200-4380	RENTAL/LEASE	695.00
100-31-1200-4403	TRAVEL/TRAIN/CON	2,080.00
100-31-1200-4405	CLEAN/WASTE REMV	423.32
100-32-1260-4210	OP SUPPLY-OTHER	52.48
100-32-1260-4211	MOTOR FUELS	178.01
100-32-1260-4403	TRAVEL/TRAIN/CON	208.00
100-35-2005-4200	OFFICE SUPPLIES	413.55
100-35-2005-4300	PROF SERVICES	90.00
100-35-2005-4305	FEES FOR SERVICE	744.21
100-35-2005-4380	RENTAL/LEASE	60.00
100-35-2005-4405	CLEAN/WASTE REMV	820.00
100-35-2009-4360	UTILITIES	20.25
100-36-2200-4210	OP SUPPLY-OTHER	24.99
100-36-2200-4403	TRAVEL/TRAIN/CON	208.00
100-41-1500-4210	OP SUPPLY-OTHER	2,801.89
100-41-1500-4211	MOTOR FUELS	2,811.76
100-41-1500-4217	CLOTHING/UNIFORM	44.00
100-41-1500-4231	SMALL TOOLS	455.38
100-41-1500-4271	OP SUP-OTHER IMP	2,335.03
100-41-1500-4305	FEES FOR SERVICE	1,380.00
100-41-1500-4310	COMMUNICATION	2.66
100-41-1500-4360	UTILITIES	3,209.87
100-41-1500-4371	MAINT-REPAIR/OTH	395.00

Account Summary

Account Number	Account Name	Payment Amount
100-41-1500-4372	MAINT-REPAIR/BLD	3,772.71
100-41-1500-4380	RENTAL/LEASE	4,686.42
100-41-1500-4403	TRAVEL/TRAIN/CON	1,664.00
100-41-1500-4405	CLEAN/WASTE REMV	1,525.40
100-41-1516-4210	OP SUPPLY-OTHER	567.50
100-51-2300-4210	OP SUPPLY-OTHER	20.12
100-51-2300-4300	PROF SERVICES	130.00
100-51-2300-4434	SPECIAL EVENTS	2,046.98
210-00-9210-4530	MACH & EQUIPMENT	147.49
215-54-1900-4302	LEGAL SERVICE	36.00
215-54-1900-4405	CLEAN/WASTE REMV	456.95
230-60-3200-4210	OP SUPPLY-OTHER	1,558.79
230-60-3200-4211	MOTOR FUELS	27.82
230-60-3200-4217	CLOTHING/UNIFORM	112.00
230-60-3200-4301	ENGINEERING SVS	10,214.00
230-60-3200-4305	FEES FOR SERVICE	292.50
230-60-3200-4403	TRAVEL/TRAIN/CON	416.00
235-00-1217-4301	ENGINEERING SVS	4,295.00
235-00-1217-4550	PROJECT-CONTRACT	1,119,843.28
240-21-0552-4391	COUNTY DEFENDENT	482.25
240-21-0554-4390	VICTIM/WITNESS	244.99
240-21-0554-4391	COUNTY DEFENDENT	489.99
250-77-3700-4209	OP SUPPLIES-CLEN	36.93
250-77-3700-4210	OP SUPPLY-OTHER	27.33
250-77-3700-4211	MOTOR FUELS	383.90
250-77-3700-4270	OP SUP-VEH/EQ	3,260.25
250-77-3700-4300	PROF SERVICES	2,172.50
250-77-3700-4301	ENGINEERING SVS	330.00
250-77-3700-4360	UTILITIES	25,356.81
250-77-3700-4370	MAINT-REPAIR/EQ	390.00
250-77-3700-4372	MAINT-REPAIR/BLD	104.99
250-77-3700-4405	CLEAN/WASTE REMV	65.79
250-77-3740-4438	CONCESSIONS RESALE	1,978.94
255-53-2100-4147	UNEMPLOYMENT	2,444.00
255-53-2100-4210	OP SUPPLY-OTHER	63.05
255-53-2100-4300	PROF SERVICES	135.00
255-53-2100-4302	LEGAL SERVICE	752.00
255-53-2100-4305	FEES FOR SERVICE	14.25
255-53-2100-4360	UTILITIES	954.90
255-53-2100-4372	MAINT-REPAIR/BLD	578.50
255-53-2100-4380	RENTAL/LEASE	7,401.88
255-53-2100-4405	CLEAN/WASTE REMV	91.56
255-53-2100-4438	PRO/MISC RESALE	8,018.01
255-55-2105-4210	OP SUPPLY-OTHER	451.27
255-55-2105-4211	MOTOR FUELS	2,408.48
255-55-2105-4270	OP SUP-VEH/EQ	459.55
255-55-2105-4271	OP SUP-OTHER IMP	1,104.67
255-55-2105-4305	FEES FOR SERVICE	145.42
255-55-2105-4370	MAINT-REPAIR/EQ	319.63
255-55-2105-4380	RENTAL/LEASE	120.00
255-55-2105-4405	CLEAN/WASTE REMV	225.00
255-55-2110-4360	UTILITIES	4,181.66
255-56-2140-4147	UNEMPLOYMENT	5,362.15
255-56-2140-4210	OP SUPPLY-OTHER	2,283.44
255-56-2140-4280	CAPITAL OUTLAY <\$5,00	769.86
255-56-2140-4300	PROF SERVICES	90.00
255-56-2140-4305	FEES FOR SERVICE	341.35
255-56-2140-4360	UTILITIES	4,199.47

Account Summary

Account Number	Account Name	Payment Amount
255-56-2140-4380	RENTAL/LEASE	828.35
255-56-2140-4405	CLEAN/WASTE REMV	183.08
255-56-2140-4436	CONCESSION RESAL	10,297.65
255-56-2140-4439	LIQUOR - RESALE	6,265.23
285-12-1135-4210	OP SUPPLY-OTHER	225.00
285-12-1135-4300	PROF SERVICES	26.85
285-12-1135-4301	ENGINEERING SVS	3,145.00
285-12-1135-4302	LEGAL SERVICE	912.00
285-12-1135-4434	SPECIAL EVENTS	25.00
285-12-1150-4302	LEGAL SERVICE	400.00
285-12-1150-4305	FEES FOR SERVICE	115.00
285-12-1150-4341	ADVER/PUBLISH	692.00
290-00-2900-3591	HOSTED COURSE REGIST	1,199.98
290-00-2900-4210	OP SUPPLY-OTHER	307.82
290-00-2900-4305	FEES FOR SERVICE	628.47
290-00-2900-4360	UTILITIES	8,553.60
290-00-2900-4372	MAINT-REPAIR/BLD	63.38
290-00-2900-4405	CLEAN/WASTE REMV	3,481.95
340-00-9340-4620	PAYING AGENT FEE	475.00
369-00-9369-4620	PAYING AGENT FEE	475.00
455-00-7222-4551	PROJECT-ENGINEER	1,649.00
455-00-7232-4552	PROJECT-LEGAL	346.75
455-00-7243-4551	PROJECT-ENGINEER	3,501.50
455-00-7243-4552	PROJECT-LEGAL	64.00
493-00-9493-4620	PAYING AGENT FEE	475.00
510-00-6574-4551	PROJECT-ENGINEER	-7,198.00
510-00-9510-4301	ENGINEERING	5,061.50
515-00-9515-4302	LEGAL SERVICE	16.00
515-00-9515-4540	OTHER CAP OUTLAY	49,000.00
520-00-6552-4551	PROJECT-ENGINEER	26,068.50
520-00-6552-4552	PROJECT-LEGAL	2,832.00
520-00-6562-4551	PROJECT-ENGINEER	217.50
535-00-9535-4302	LEGAL SERVICE	154.00
560-00-6541-4550	PROJECT-CONTRACT	76,134.00
560-00-6541-4551	PROJECT-ENGINEER	1,152.50
568-00-6625-4550	PROJECT-CONTRACT	15,017.35
568-00-6625-4551	PROJECT-ENGINEER	275.00
568-00-6629-4551	PROJECT-ENGINEER	216.00
570-00-9570-4210	OP SUPPLY-OTHER	25.08
570-00-9570-4300	PROF SERVICES	5,277.98
570-00-9570-4550	PROJECT-CONTRACT	324,442.47
570-00-9570-4551	PROJECT-ENGINEER	18,427.50
575-00-7250-4380	RENTAL/LEASE	43,200.00
575-00-7252-4380	RENTAL/LEASE	60,800.00
575-00-7252-4559	PROJECT-OTHER	674.87
580-00-7246-4551	PROJECT-ENGINEER	12,287.50
580-00-9580-4301	ENGINEERING SVS	8,747.00
585-00-9585-4301	ENGINEERING SVS	65,743.50
610-00-9610-2220	DUE TO OTHER GOV	30,372.50
610-70-3000-4210	OP SUPPLY-OTHER	734.21
610-70-3000-4211	MOTOR FUELS	2,252.18
610-70-3000-4217	CLOTHING/UNIFORM	545.81
610-70-3000-4271	OP SUP-OTHER IMP	1,008.15
610-70-3000-4300	PROF SERVICES	45.00
610-70-3000-4305	FEES FOR SERVICE	1,370.00
610-70-3000-4310	COMMUNICATION	2.66
610-70-3000-4360	UTILITIES	53,235.70
610-70-3000-4371	MAINT-REPAIR/OTH	13,716.57

Account Summary

Account Number	Account Name	Payment Amount
610-70-3000-4372	MAINT-REPAIR/BLD	2,995.15
610-70-3000-4403	TRAVEL/TRAIN/CON	1,664.00
610-70-3000-4405	CLEAN/WASTE REMV	423.32
620-00-9620-1191	A/R-UTILITY	429.85
620-00-9620-2042	SAC	566,604.85
620-80-3100-3739	MISC UTIL	-5,690.65
620-80-3100-4210	OP SUPPLY-OTHER	57.86
620-80-3100-4211	MOTOR FUELS	177.23
620-80-3100-4360	UTILITIES	254.05
620-80-3100-4363	MWCC SERVICE	200,287.56
620-80-3100-4371	MAINT-REPAIR/OTH	60,073.48
630-75-1400-4210	OP SUPPLY-OTHER	108.32
630-75-1400-4211	MOTOR FUELS	140.51
630-75-1400-4301	ENGINEERING SVS	1,056.00
630-75-1400-4305	FEES FOR SERVICE	1,484.60
630-75-1400-4360	UTILITIES	830.24
630-75-1400-4361	NSP STREET LIGHT	7,641.51
630-75-1400-4371	MAINT-REPAIR/OTH	1,862.00
630-75-1400-4403	TRAVEL/TRAIN/CON	208.00
630-75-1400-4438	PRO/MISC RESALE	10,850.00
630-75-1430-4360	UTILITIES	923.47
630-75-1440-4360	UTILITIES	1,008.85
630-75-1450-4360	UTILITIES	273.28
660-24-0600-4210	OP SUPPLY-OTHER	2,022.77
660-24-0600-4211	MOTOR FUELS	338.21
660-24-0600-4217	CLOTHING/UNIFORM	131.36
660-24-0600-4370	MAINT-REPAIR/EQ	2,654.46
660-24-0600-4403	TRAVEL/TRAIN/CON	93.75
700-00-9700-4144	HEALTH INSURANCE	3,731.53
700-00-9700-4300	PROF SERVICES	1,291.50
700-00-9700-4733	CLAIM-NONCITY PR	159.24
710-33-1700-4212	LUB/ADD	187.50
710-33-1700-4217	CLOTHING/UNIFORM	64.60
710-33-1700-4231	SMALL TOOLS	1,040.00
710-33-1700-4270	OP SUP-VEH/EQ	13,933.73
710-33-1700-4305	FEES FOR SERVICE	71.95
710-33-1700-4370	MAINT-REPAIR/EQ	5,279.04
710-33-1700-4403	TRAVEL/TRAIN/CON	1,248.00
710-33-1700-4405	CLEAN/WASTE REMV	423.32
710-33-1710-4211	MOTOR FUELS	12,479.72
710-33-1710-4305	FEES FOR SERVICE	2,029.25
710-33-1720-4211	MOTOR FUELS	290.04
720-07-0380-4210	OP SUPPLY-OTHER	129.97
720-07-0380-4310	COMMUNICATION	733.18
720-07-0380-4321	DATA PROCESSING	39,253.43
720-07-0380-4370	MAINT-REPAIR/EQ	350.00
720-07-0380-4403	TRAVEL/TRAIN/CON	149.80
720-07-0383-4301	ENGINEERING SVS	1,743.00
810-00-8217-2310	DEPOSITS PAYABLE	71,340.00
810-00-9810-2310	DEPOSITS PAYABLE	156,792.05
990-05-9990-2010	PERA	112,530.68
990-05-9990-2032	GROUP INS-WTHHLD	114,480.26
990-05-9990-2033	DENTAL INS-WITH	9,091.90
990-05-9990-2035	LIFE INS-WITHHLD	722.26
990-05-9990-2037	CHILD SUPPORT	792.11
990-05-9990-2038	UNION DUES	450.00
990-05-9990-2043	DEFERRED COMP	28,202.87
Grand Total:		3,700,219.86

Project Account Summary

Project Account Key
None

Payment Amount
3,700,219.86

3,700,219.86

Grand Total:

PAYROLL CHECK REGISTER

Biweekly PE 07/17/22 – CK 07/28/22 - \$450,962.23



City Council Action Request

11A

Meeting Date	8/3/2022	
Department	Community Development	
Agenda Category	Regular Agenda	
Title	Rental License Revocation for 8520 Isle Avenue South	
Staff Recommendation	Adopt Resolution 2022-109 revoking the rental license for 8520 Isle Avenue South.	
Budget Implication	N/A	
Attachments	Revocation of Rental License CC Memo.tif	107.2MB
	Revocation of Rental License Resolution (3).tif	1.55MB

To: Mayor Bailey and Members of the City Council
From: Kori Land, City Attorney
Date: August 3, 2022
Subject: Rental license revocation for 8520 Isle Avenue

The City Council has the authority to revoke rental licenses under City Code §9-14-15B. The process for doing so requires a hearing and notice to the license holder. For your consideration at your August 3, 2022 regular meeting will be the proposed revocation of a rental license for the property located at 8520 Isle Avenue South ("Property").

I. History of Property

The Property is owned by Baharun Nahar Rahman ("Owner") who has solely owned the Property since 1995 (See Exhibit 1). The Owner has held a rental license for the Property since 1998. The Property was inspected in 1998 for the initial rental license application. The inspection identified a handful of items in need of repair including "rotting outside window frames", a soft wall in the bathroom, and a nonfunctional smoke detector. The Property was re-inspected annually until the ordinance changed to a 2-year license and then it was inspected every 2 years. Inspections in 2001, 2002, 2005, 2007, 2008, 2010, 2011 and 2016 all identified violations of local and/or state codes and standards. Violations ranged from large ticket items such as requiring a complete roof replacement and replacing the front door to minor fixes such as painting trim and replacing the dryer vent. Common themes throughout the past 20 years have been noncompliant (in some cases – nonfunctioning) windows and doors, and missing smoke detectors. Each violation was eventually resolved.

II. Current Rental License

Residential rental licenses are valid for two years with the term beginning on March 1 and expiring the last day of February.¹ Between 1998 and today, the Owner had one lapse in the rental license from March – July, 2021, when the Owner failed to renew the license. Despite three notifications sent to the Owner², the Owner did not timely renew the rental license or obtain the required inspection. When Dennis Kuhlow, the agent for the Owner finally applied for a rental license renewal, a rental inspection again revealed numerous violations, including a water damaged cupboard, nonfunctioning kitchen sink, unsecured railing to basement, loose exterior trim and total window replacement or repair needed in the front living room. The Property was re-inspected and again failed due to failure to complete previous listed outstanding items. The Property finally passed reinspection on June 4, 2021. A new Rental

¹ City Code §9-14-8.

² Notices were sent on November 30, 2020, January 11, 2021, and February 25, 2021.

License No. 000764-2021 was issued to the Owner on July 13, 2021 ("License") (See Exhibit 2). This current License expires on February 28, 2023.

In May 2022, the tenant at the Property contacted the City with complaints about the condition of the home, and an inspection was conducted on May 16, 2022. This latest inspection revealed at least seven (7) Code violations including water intrusion in kitchen walls, missing shingles, possible mold growth from water damage, cracked and loose plaster in kitchen, nonfunctioning oven and stove, warped windows, and a disconnected dryer vent. A violation notice was sent to the Owner and Mr. Kuhlow on May 18, 2022, with a compliance deadline of June 1, 2022 (See Exhibit 3). The issues were not remedied by the deadline, so the City sent another violation notice with a new compliance deadline of June 13, 2022 (See Exhibit 4). To-date, the violations have not been corrected and there has been no communication with the Owner or agent. City Staff visited the property on July 26, 2022 and confirmed no corrective actions have been taken by the Owner (See Exhibit 5). Despite numerous attempts and extended compliance deadlines, the Owner has not made an effort to remove or repair the violations.

The Owner has a history of not properly maintaining the Property (failing 10 inspections in 24 years). Absent City inspections, the Property would have fallen into a significant state of disrepair. The City Staff is frustrated with the lack of attention that the Owner has exhibited and is concerned for the health, safety and welfare of any tenant that resides at the Property.

The Owner was sent notice of this revocation hearing on or about July 1, 2022 (See Exhibit 6).

At the hearing, the City will present its evidence. If the Owner appears at the hearing, the Owner should then be afforded an opportunity to be heard, to present witnesses, testimony and evidence. The Council can ask questions at any time of City Staff or any witnesses. Following all of information presented at the hearing, the Council may consider all evidence submitted as part of this report and as presented and must make a decision.

III. Recommendation

The City Staff is recommending revocation of the rental license and allowing the tenants 90 days to find other housing arrangements. A Resolution has been prepared for your consideration (See Exhibit 7).

MOTION TO BE CONSIDERED: Adopt Resolution No. 2022-109 Revoking the Rental License for 8520 Isle Avenue South in Cottage Grove. 

8520 Isle Avenue S., Cottage Grove, MN



28210-2550

No delinquent taxes and transfer entered; Certificate of Real Estate Value () filed (✓) not required
Certificate of Real Estate Value No. January 23, 1996
R. H. Stafford
County Auditor
Kathleen O Toole
Deputy

STATE DEED TAX DUE HEREON: \$ 1.65

Date: OCTOBER 11, 19 95

871112
OFFICE OF
COUNTY RECORDER
WASHINGTON COUNTY
FILED ON

Jan 23 1 46 PM '96

DOC. 871112

CINDY KOSCHMANN
COUNTY RECORDER

BY [Signature]

Return to: Baharun Rahman
P.O. Box 404
Cottage Grove, MN 55016

(reserved for recording data)

1950

FOR VALUABLE CONSIDERATION, Atique Rahman, divorced and not remarried,
(marital status), Grantor (X),

hereby convey (s) and quitclaim (s) to Baharun Nahar Rahman, divorced and not remarried
, Grantee (X),
real property in Washington County, Minnesota, described as follows:

Lot 9, Block 1, Pineridge Addition.

28210

Transaction involves less than \$500.00.

No Certificate of Real Estate Value required.

The grantor certifies that the grantor does not know of any wells on the described real property.

(if more space is needed, continue on back)
together with all hereditaments and appurtenances belonging thereto.

23-Jan-96 WASHINGTON COUNTY No. 29209
Deed tax hereon of \$1.65 Paid
MN Conservation Fund M.S. 473H \$5.00 Paid
R.H. STAFFORD, Auditor-Treasurer by KATHLEEN

Atique Rahman

STATE OF MINNESOTA

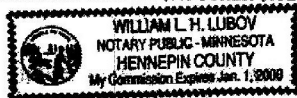
COUNTY OF Hennepin

ss.

The foregoing instrument was acknowledged before me this 11 day of October, 19 95,
by Atique Rahman, divorced and not remarried

, Grantor (X).

NOTARIAL STAMP OR SEAL (OR OTHER TITLE OR RANK)



SIGNATURE OF PERSON TAKING ACKNOWLEDGMENT

Tax Statements for the real property described in this instrument should be sent to (include name and address of Grantee):

Baharun Nahar Rahman
8520 Isle Avenue South
Cottage Grove, MN 55016

THIS INSTRUMENT WAS DRAFTED BY (NAME AND ADDRESS):

William L. H. Lubov
2445 Park Avenue
Minneapolis, MN 55404
(612) 870-7400
Attorney ID No. 64762

EXHIBIT

City of Cottage Grove

12800 Ravine Parkway South, Cottage Grove, MN 55016
(651) 458-2800

RENTAL LICENSE

Business Name: Rahman, Baharun

Business Location: 8520 Isle Avenue S
Cottage Grove, MN 55016

Owner: Rahman, Baharun

License Number: RENT-000764-2021

Issued Date: 7/13/2021

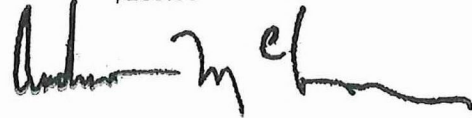
Expiration Date: 2/28/2023

Mailing Address: 1393 CLEVELAND AVE N K21
ST PAUL, MN 55108

License Type: Rental Dwelling

Classification: Single Family

Fees Paid: \$180.00



Andrew McLean, Chief Building Official

TO BE POSTED IN A CONSPICUOUS PLACE

EXHIBIT

tabbies®

2

May 18, 2022

Baharun Nahar Rahman
1393 Cleveland Avenue North #K21
St. Paul, MN 55108

CC: Dennis Kuhlow
13929 Point Douglas Drive South
Hastings, MN 55033

Re: Rental Property at 8520 Isle Avenue South, Cottage Grove, MN 55016

Dear Property Owner:

Recently it was brought to our attention that various items pose health and safety concerns.

On Monday, May 16, 2022, I met with the tenant onsite at 8520 Isle Avenue South to discuss items of concern. Below is a list of the issues that will require your attention:

1. Gas vents shall extend through the roof flashing, roof jack or roof thimble and terminate with a *listed* cap or *listed* roof assembly (2020 MN Fuel Gas Code, 503.6.7). Please bring the flue cap into compliance and replace with an approved cap or assembly. Failure to replace and bring the flue cap into compliance could result in possible carbon monoxide buildup with potential for health concerns.
2. The exterior walls and roof shall be substantially watertight and protected against vermin and rodents and shall be kept in sound condition and repair. Every exterior wall shall be free of deterioration, holes, breaks, loose or rotting boards or timber, and any other condition, which might allow water intrusion within the interior portion of the walls or to the exterior spaces of the structure (City Code 9-14-12.C.2.m). Please determine the cause of water intrusion from the exterior walls into the kitchen and remedy the cause of the water intrusion. In addition, please replace the missing shingles on the rear corner of the structure and resecure any loose shingles.
3. The interior of a structure and equipment therein shall be maintained in good repair, structurally sound, and in a sanitary condition (IPMC 2018, 305.1). Please ensure there is no mold growth within the interior walls of the kitchen area where water damage has occurred. If mold growth is found, please hire a professional contractor to remedy the areas containing any mold growth.
4. Interior surfaces shall be maintained in good, clean and sanitary condition. Peeling, chipping, flaking, or abraded paint shall be repaired, removed, or covered. Cracked or loose plaster, decayed wood and other defective surface conditions shall be corrected (IPMC 2018, 305.3). Please repair the cracked and loose plaster in the kitchen area that contains water damage.
5. Mechanical equipment, appliances, fireplaces, solid fuel-burning appliances, cooking appliances and water heating appliances shall be properly installed and maintained in a safe working condition and shall be capable of performing the intended function (IPMC 2018, 603.1). At the inspection it was found that the cooking appliances (oven and stove) were not in proper working condition. Please ensure replacement or repair of the appliances so as to be capable of performing the intended function.

EXHIBIT

tabbles

3

6. Every window, exterior door and other exterior openings shall be substantially tight and shall be kept in sound condition and repair. Every operable window shall be capable of being easily opened. Every window, door, screen, and frame shall completely exclude water intrusion, wind, vermin, and rodents from entering the building. Insect screens shall be installed on all operable windows and shall be maintained in a sound condition and repair (City Code 9-14-2.C.2.n). Please replace all windows and screens that are not in sound condition and repair. At the inspection multiple windows and screens were noted to have been in violation due to warping and not in a condition that is substantially tight.
7. Please ensure the dryer duct joints, seams, and connections are securely fastened and sealed in accordance with Section 603.9 of the 2020 Minnesota Mechanical and Fuel Gas Code. At the inspection the dryer vent was not properly connected to the dryer allowing lint to accumulate in a hazardous manner.
8. Please provide a detailed report of the findings related to items 1 through 4 and schedule an onsite reinspection of the unit.

Please bring the property into compliance and resolve the items listed above by **June 1, 2022**. After the work has been completed, please contact me for an onsite reinspection to ensure compliance.

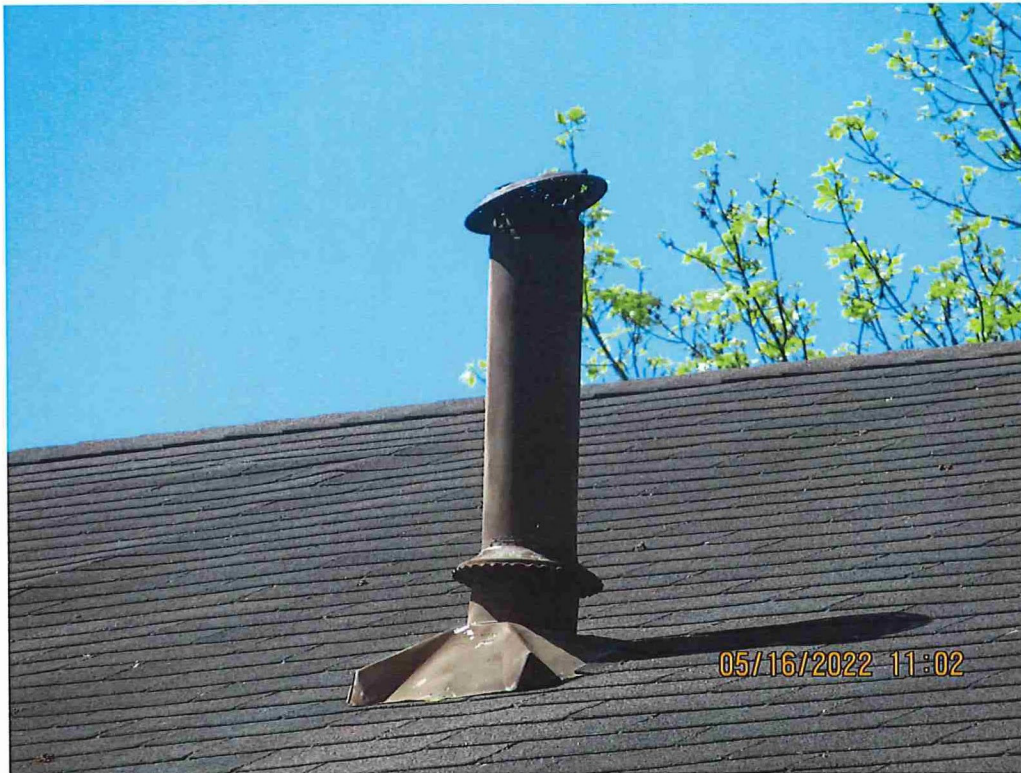
If you have any questions or concerns regarding this notice, please contact me at 651-458-2876 or cjakes@cottagegrovemn.gov

Thank you,



Conner Jakes
Code Enforcement Officer

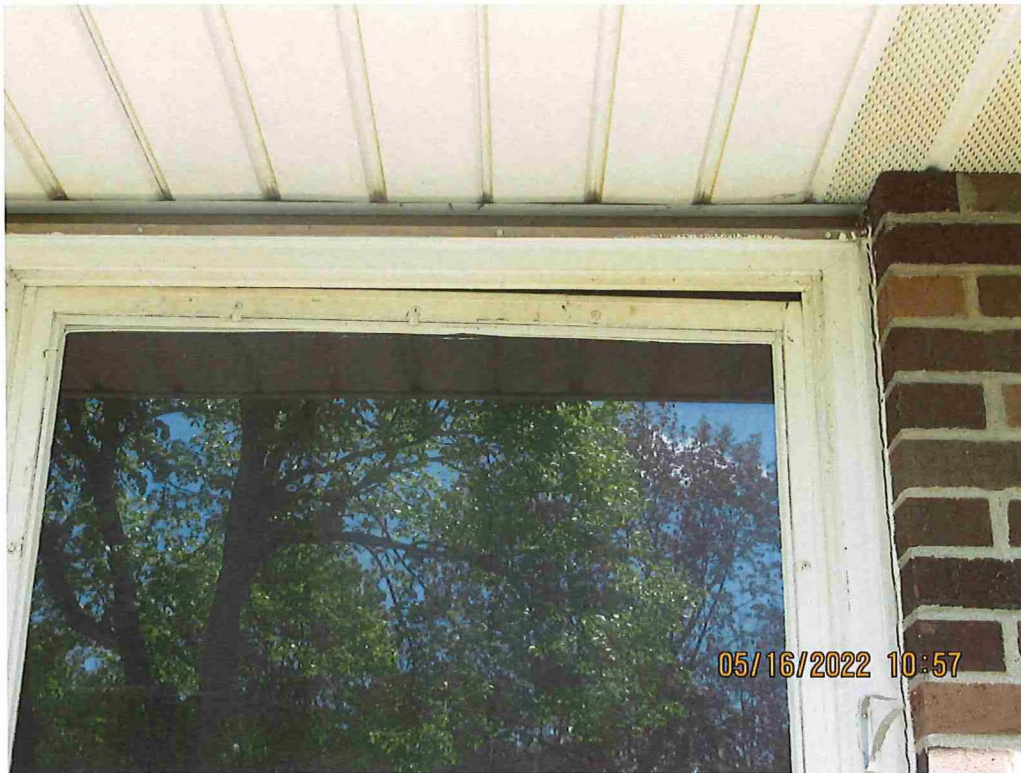
CC: Andrew McLean, Chief Building Official, City of Cottage Grove
Vance Tverberg, Building Inspector, City of Cottage Grove

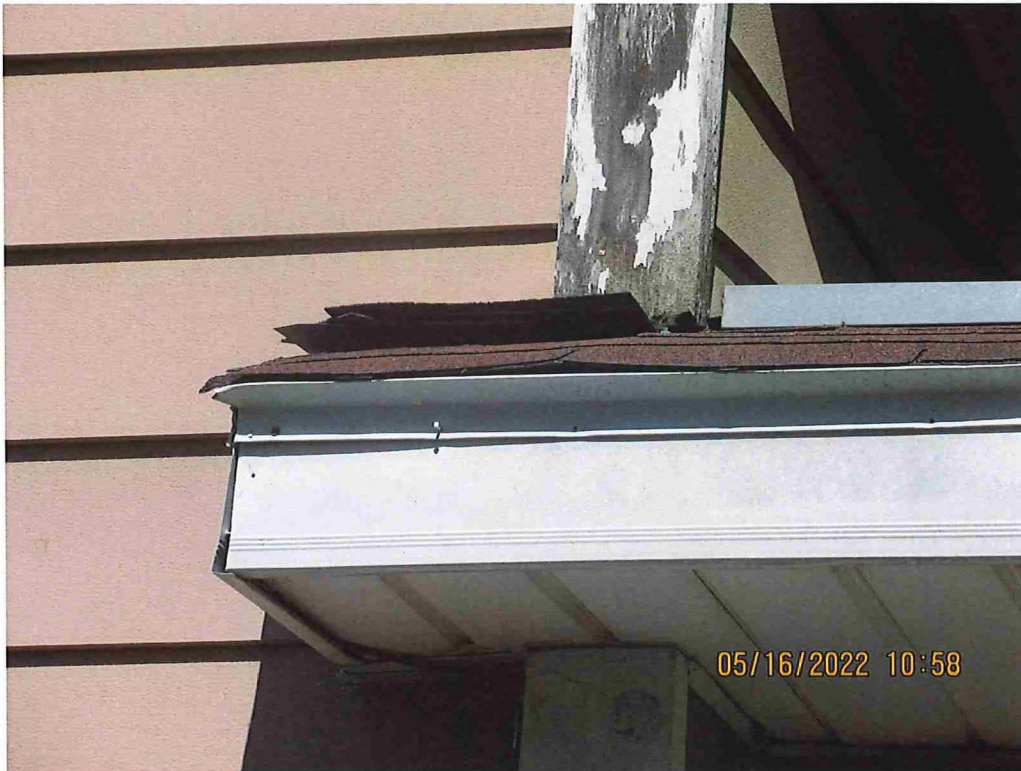


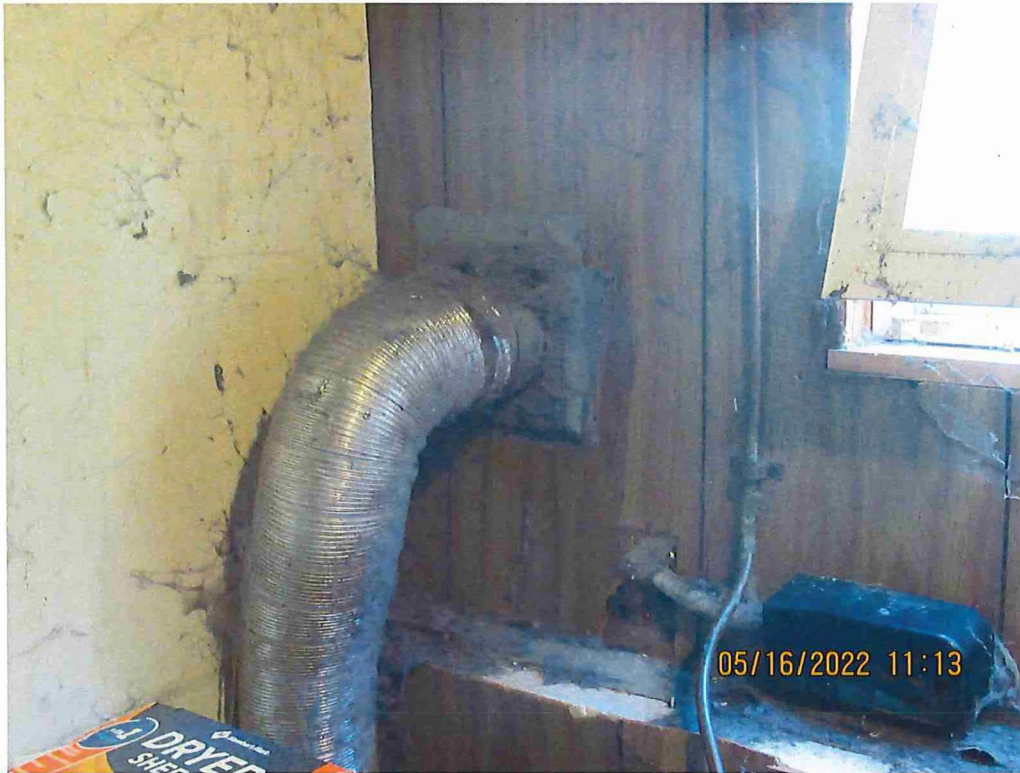












June 2, 2022

Baharun Nahar Rahman
1393 Cleveland Avenue North #K21
St. Paul, MN 55108

Re: Rental Property located at 8520 Isle Avenue South, Cottage Grove, MN 55016

Dear Property Owner:

This letter is serving as a **Violation Warning and Compliance Order** as the following conditions noted on your property remain in violation.

1. Gas vents shall extend through the roof flashing, roof jack or roof thimble and terminate with a *listed* cap or *listed* roof assembly (2020 MN Fuel Gas Code, 503.6.7). Please bring the flue cap into compliance and replace with an approved cap or assembly. Failure to replace and bring the flue cap into compliance could result in possible carbon monoxide buildup with potential for health concerns.
2. The exterior walls and roof shall be substantially watertight and protected against vermin and rodents and shall be kept in sound condition and repair. Every exterior wall shall be free of deterioration, holes, breaks, loose or rotting boards or timber, and any other condition, which might allow water intrusion within the interior portion of the walls or to the exterior spaces of the structure (City Code 9-14-12.C.2.m). Please determine the cause of water intrusion from the exterior walls into the kitchen and remedy the cause of the water intrusion. In addition, please replace the missing shingles on the rear corner of the structure and resecure any loose shingles.
3. The interior of a structure and equipment therein shall be maintained in good repair, structurally sound, and in a sanitary condition (IPMC 2018, 305.1). Please ensure there is no mold growth within the interior walls of the kitchen area where water damage has occurred. If mold growth is found, please hire a professional contractor to remedy the areas containing any mold growth.
4. Interior surfaces shall be maintained in good, clean and sanitary condition. Peeling, chipping, flaking, or abraded paint shall be repaired, removed, or covered. Cracked or loose plaster, decayed wood and other defective surface conditions shall be corrected (IPMC 2018, 305.3). Please repair the cracked and loose plaster in the kitchen area that contains water damage.
5. Mechanical equipment, appliances, fireplaces, solid fuel-burning appliances, cooking appliances and water heating appliances shall be properly installed and maintained in a safe working condition and shall be capable of performing the intended function (IPMC 2018, 603.1). At the inspection it was found that the cooking appliances (oven and stove) were not in proper working condition. Please ensure replacement or repair of the appliances so as to be capable of performing the intended function.

6. Every window, exterior door and other exterior openings shall be substantially tight and shall be kept in sound condition and repair. Every operable window shall be capable of being easily opened. Every window, door, screen, and frame shall completely exclude water intrusion, wind, vermin, and rodents from entering the building. Insect screens shall be installed on all operable windows and shall be maintained in a sound condition and repair (City Code 9-14-2.C.2.n). Please replace all windows and screens that are not in sound condition and repair. At the inspection multiple windows and screens were noted to have been in violation due to warping and not in a condition that is substantially tight.
7. Please ensure the dryer duct joints, seams, and connections are securely fastened and sealed in accordance with Section 603.9 of the 2020 Minnesota Mechanical and Fuel Gas Code. At the inspection the dryer vent was not properly connected to the dryer allowing lint to accumulate in a hazardous manner.
8. Please provide a detailed report of the findings related to items 1 through 4 and schedule an onsite reinspection of the unit.

Please take action to remedy the above noted violations by **June 13, 2022 to avoid a criminal citation and court appearance as well as revocation of your rental license.**

If you have any questions regarding this notice, please contact me at 651-458-2876 or sdrewry@cottagegrovemn.gov.

Sincerely,



Samantha Drewry
Code Enforcement Officer

CC: Andrew McLean, Chief Building Official, City of Cottage Grove
Vance Tverberg, Building Inspector, City of Cottage Grove







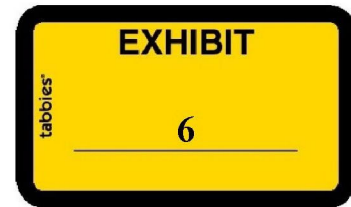






July 1, 2022

Baharun Nahar Rahman
1393 Cleveland Avenue North #K21
St. Paul, MN 55108



RE: 8520 Isle Avenue South, Cottage Grove, MN 55016

Dear Sir/Madam:

You have a rental license from the City of Cottage Grove for the property at the address identified above. As you are aware from the notice letters attached, there have been several violations at the property that remain uncorrected. Uncorrected violations of maintenance standards and uncorrected corrective orders from a compliance order are violations for which the City Council may take action to revoke your rental license.

You are hereby notified that the City Council will hold a hearing to consider the REVOCATION of the rental license for the above-mentioned property on Wednesday, August 3, 2022 at 7:00 p.m. in the Cottage Grove City Council Chambers located at 12800 Ravine Parkway South, Cottage Grove, Minnesota. It is highly recommended that you attend this meeting.

Your license is being considered for revocation due to violations of the following sections of City Code §9-14-15 B.1.:

1. Uncorrected violations of City Code Section 9-14-12 "Maintenance Standards;" including:
 - a. Gas vents shall extend through the roof flashing, roof jack or roof thimble and terminate with a listed cap or listed roof assembly (2020 MN Fuel Gas Code, 503.6.7). The flue cap is not in compliance.
 - b. The exterior walls and roof shall be substantially watertight and protected against vermin and rodents and shall be kept in sound condition and repair. Every exterior wall shall be free of deterioration, holes, breaks, loose or rotting boards or timber, and any other condition, which might allow water intrusion within the interior portion of the walls or to the exterior spaces of the structure (City Code 9-14-12.C.2.m). There is water intrusion from the exterior walls into the kitchen and missing and unsecured shingles on the rear corner of the structure.
 - c. The interior of a structure and equipment therein shall be maintained in good repair, structurally sound, and in a sanitary condition (IPMC 2018, 305.1). There is likely mold growth within the interior walls of the kitchen area where water damage has occurred.
 - d. Interior surfaces shall be maintained in good, clean and sanitary condition. Peeling, chipping, flaking, or abraded paint shall be repaired, removed, or covered. Cracked or loose plaster, decayed wood and other defective surface conditions shall be corrected (IPMC 2018, 305.3). There is cracked and loose plaster in the kitchen area from the water damage.
 - e. Mechanical equipment, appliances, fireplaces, solid fuel-burning appliances, cooking appliances and water heating appliances shall be properly installed and maintained in a safe working condition and shall be capable of performing the intended function (IPMC 2018, 603.1). At the inspection it was found that the cooking appliances (oven and stove) were not in proper working condition.
 - f. Every window, exterior door and other exterior openings shall be substantially tight and shall be kept in sound condition and repair. Every operable window shall be capable of being easily opened. Every window, door, screen, and frame shall completely exclude water intrusion, wind, vermin, and rodents from entering the building. Insect screens shall be installed on all

operable windows and shall be maintained in a sound condition and repair (City Code 9-14-2.C.2.n). At the inspection multiple windows and screens were noted to be in violation due to warping and not in a condition that is substantially tight.

- g. Dryer duct joints, seams, and connections must be securely fastened and sealed in accordance with Section 603.9 of the 2020 Minnesota Mechanical and Fuel Gas Code. At the inspection the dryer vent was not properly connected to the dryer allowing lint to accumulate in a hazardous manner.
2. Uncorrected corrective orders from two compliance orders and to schedule an onsite reinspection of the unit.

At the hearing, you have the right to be represented by counsel, the right to respond to the charges, the right to present evidence through witnesses under oath and the right to confront and cross-examine witnesses under oath. Following the hearing, the City Council may take any of the following actions:

- (a) Revoke the license;
- (b) Take no action on the license;
- (c) Allow the licensed activity to continue but add reasonable conditions to the license; or
- (d) Convert the license to a provisional license and approve a mitigation plan.

The decision by the City Council following a hearing is final. If your license is revoked, no new application from you for the same facility will be accepted for a period of six months. If your license is revoked, the city will notify tenants and provide a reasonable amount of time for them to vacate.

Please do not hesitate to contact me with any questions at 651-458-2876 or by email at sdrewry@cottagegrovemn.gov.

Sincerely,



Samantha Drewry
Code Enforcement Officer

**CITY OF COTTAGE GROVE
WASHINGTON COUNTY
STATE OF MINNESOTA**

RESOLUTION NO.

**A RESOLUTION REVOKING THE RENTAL LICENSE FOR 8520 ISLE AVENUE
SOUTH, COTTAGE GROVE, MINNESOTA**

WHEREAS, Baharun Nahar Rahman (“Owner”) owns the property at 8520 Isle Avenue South, Cottage Grove, Minnesota (“the Property”); and

WHEREAS, Owner has Rental License No. RENT-000764-2021 (“License”) for the Property; and

WHEREAS, Several City Code violations exist at the Property; and

WHEREAS, Owner has failed to remedy the City Code violations at the Property after receiving notice from the City, including a June 2, 2022 Violation Warning and Compliance Order; and

WHEREAS, on August 3, 2022, following notice to the Owner, the City Council held a hearing and considered the rental license revocation of the Property during which the City presented its evidence, and the Owner was given an opportunity to be heard; and

WHEREAS, following the testimony and evidence presented, the Council moved to APPROVE the revocation of the License for the Property; and

WHEREAS, the Council hereby makes the following Findings of Fact and Reasons for approval to support its motion to revoke the License:

FINDINGS OF FACT

1. The Council hereby incorporates the City Council Agenda Report dated August 3, 2022 from the City Attorney and its supporting documentation into these findings of fact.
2. The Property is located at 8520 Isle Avenue South and is owned by Baharun Nahar Rahman.
3. Owner via an agent applied for a rental license on or around March 3, 2021.
4. Owner received a rental license on or about July 13, 2021.
5. Several City code violations were identified at the Property on May 16, 2022 and written notification of these violations was sent to the Owner and Owner’s Agent on May 18, 2022.



6. The City code violations were not remedied by the June 1, 2022 deadline.
7. A Violation Warning and Compliance Order was issued to the Property and sent to the Owner on June 2, 2022.
8. Owner was provided notice of the August 3, 2022 hearing, and the Owner was afforded an opportunity to submit testimony, documentation and evidence for the Owner's position.
9. Following a hearing, a rental license may be revoked for one or more of the reasons enumerated in City Code Section 9-14-15B1.

REASON FOR REVOCATION

1. The Owner has uncorrected corrective orders from a compliance order which is a valid reason for denial, pursuant to City Code §9-14-15B1(o).

NOW, THEREFORE, BE IT RESOLVED by the by the City Council of the City of Cottage Grove as follows:

1. The rental license for the Property at 8520 Isle Avenue S. is hereby revoked.
2. This Resolution memorializes the Findings of Fact and Reasons for Revocation to support the Motion.
3. The City shall notify all tenants that the License has been revoked and the tenants shall be given up to 90 days from the date of this revocation to vacate the Property.
4. The Owner shall not be allowed to reapply for a rental license for the Property until February 3, 2023.

Passed this 3rd day of August, 2022.

Myron Bailey, Mayor

Attest:

Tammy Anderson, City Clerk

CITY OF COTTAGE GROVE, MINNESOTA
CITY COUNCIL
RESOLUTION 2022-109

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Passed this 3rd day of August 2022.

Myron Bailey, Mayor

Attest:

Tamara Anderson, City Clerk



City Council Action Request

13A

Meeting Date	8/3/2022	
Department	Public Works	
Agenda Category	Workshops - Open to Public	
Title	2023-2027 Five Year Capital Improvement Plan (CIP)	
Staff Recommendation	Review 5-Year CIP	
Budget Implication	N/A	
Attachments	2023-2027 CG CIP by Program Category.tif	1.89MB
	2023-2027 CG CIP Facilities & Park Projects.tif	10.25MB
	2023-2027 CG CIP Public Works & Transportation Projects.tif	11.37MB

City of Cottage Grove, MN
Capital Improvement Plan 2023-2027

PROJECTS BY PROGRAM CATEGORY

NOTE: This recap includes the total project cost. See the individual project page for funding sources

PROGRAM CATEGORY	2023	2024	2025	2026	2027
General Public Buildings					
Utilities Division Building	14,000,000				
PW office remodel		500,000			
General Public Buildings total	14,000,000	500,000	-	-	-
Parks & Recreation Facilities					
Matching grant funds	10,000	10,000	10,000	10,000	10,000
Public Landscape initiative	180,000	160,000	110,000	70,000	90,000
Parks - design & planning	15,000	15,000	15,000	15,000	15,000
Hamlet Park Expansion	100,000	500,000	4,000,000	100,000	50,000
Lamar Park Shade Shelter replacement (2)			80,000		
Lamar Park Roof					10,000
Glacial Valley Park-Park Building	3,500,000				
Hearthside Park: Basketball Court, Pavement					
Mgmt, Fence & Backstop					
Hearthside Park: Park Improvements		100,000			
Oltman Middle School Ballfields & Parking lot		1,000,000			
Ice Arena Dehumidifier and Radiant Heater Replacement		250,000	35,000		
Peter Thompson, Pine tree Pond, Ideal park play eq	280,000				
West draw, Granada & Nina Park play equipment		210,000			
Hardwood and Belden play equipment			140,000		
Pine Glen -Picnic Shelter			40,000		
Pine Coulee-Court Replacement					20,000
Highlands, Meadow Grass, Hidden Valley play equipment					
Bike Park-Picnic Shelter & Pump Track Paving	40,000	50,000			
Dog Park-Small Area Enrichment&drainage	20,000				
Belden Park Backstop Repair and Curbing					
Kingston Park Building Replacement and Additional Power			600,000		
Neighborhood Park Development	1,500,000	1,200,000	7,000,000	500,000	500,000
Woodridge Park Trail & Rink Boards		40,000		50,000	
Outdoor Fitness Equipment					
Sports Lighting Improvements	61,000	104,000	65,000	340,000	350,000
Parks & Recreation Facilities	5,706,000	3,639,000	12,095,000	1,085,000	1,045,000
Public Utilities Facilities					
Spot replacement/slip lining - Sewer	1,000,000	50,000	50,000	50,000	50,000
System improvements - Streetlights	100,000	100,000	100,000	100,000	100,000
Storm water maintenance	200,000	200,000	200,000	200,000	200,000
Trunk Utility Oversizing	20,000	20,000	20,000	20,000	20,000
Upper Ravine district infrastructure	50,000	50,000	50,000	50,000	50,000
Pull well - annual maintenance	70,000	70,000	70,000	70,000	70,000
Water Tower Painting/Rehab			700,000		
Industrial Park Water Tower	4,500,000				
Traffic Signals	700,000		700,000		
3M Settlement Implementation	15,860,000	27,900,000		5,000,000	
Public Utilities Facilities total	22,500,000	28,390,000	1,890,000	5,490,000	490,000

City of Cottage Grove, MN
Capital Improvement Plan 2023-2027

PROJECTS BY PROGRAM CATEGORY

NOTE: This recap includes the total project cost. See the individual project page for funding sources

PROGRAM CATEGORY	2023	2024	2025	2026	2027
Trail Improvement Projects					
CR 74 Trail		157,500			
Trail Improvement projects total	-	157,500	-	-	-
Street & Road Improvement Projects					
South District Street & Utility Project	6,910,000				
E Pt Douglas & Jamaica	11,115,000				
River Oaks Hwy 61 RCUT		1,210,000			
80th Street (CSAH19 to TH 61) Reconstruction		9,800,000		1,000,000	
CSAH 19 and TH 61	1,250,000	1,250,000	33,000,000		22,900,000
Harkness Ave Reconstruction			3,162,000		
Ravine parkway	2,000,000	2,000,000	2,000,000		
Ravine parkway Shoppes at Cottage View		5,500,000			4,700,000
103rd Street Bridge					8,000,000
Jamaica Avenue					3,000,000
Roadway Maintenance	750,000	750,000	750,000	750,000	750,000
Subtotal before PM	22,025,000	20,510,000	38,912,000	1,750,000	39,350,000
PM 2023	2,824,000				
PM 2024		6,156,000			
PM 2025			4,745,000		
PM 2026				5,436,000	
PM 2027					4,021,000
Road & Street Improvement projects total	24,849,000	26,666,000	43,657,000	7,186,000	43,371,000
GRAND TOTAL	\$ 67,055,000	\$ 59,352,500	\$ 57,642,000	\$ 13,761,000	\$ 44,906,000

CITY OF COTTAGE GROVE

5 YEAR CAPITAL IMPROVEMENT BUDGET

2023-2027 CAPITAL IMPROVEMENT PROGRAM

FACILITIES AND PARK PROJECTS

Funding Sources	2023	2024	2025	2026	2027
Tax Levy	\$ -	\$ -	\$ -	\$ -	-
Bonded Debt	\$ 17,500,000	\$ 100,000	\$ 7,000,000	\$ -	-
State/Other Government Units	\$ 1,000,000	\$ 80,000	\$ -	\$ -	-
Park Improvement fund	\$ 511,000	\$ 374,000	\$ 935,000	\$ 500,000	\$ 440,000
Park Trust Fund	\$ 515,000	\$ 2,755,000	\$ 4,015,000	\$ 515,000	\$ 515,000
Landscape Initiative	\$ 180,000	\$ 80,000	\$ 110,000	\$ 70,000	\$ 90,000
Municipal Building Fund	\$ -	\$ 500,000	\$ -	\$ -	-
Other:	\$ -	\$ 250,000	\$ 35,000	\$ -	-
TOTAL	19,706,000	4,139,000	12,095,000	1,085,000	1,045,000
Project Expenses	2023	2024	2025	2026	2027
Land/Easements	1,320,000	-	-	-	-
Engineering/Architect	2,315,000	390,000	2,115,000	15,000	15,000
Admin/Legal	-	-	-	-	-
Construction	15,881,000	3,329,000	9,825,000	990,000	930,000
Maintenance	-	-	-	-	-
Other	190,000	420,000	155,000	80,000	100,000
TOTAL	19,706,000	4,139,000	12,095,000	1,085,000	1,045,000
Project Balance	\$ -	\$ -	\$ -	\$ -	-

CITY OF COTTAGE GROVE

5 YEAR CAPITAL IMPROVEMENT BUDGET

2023-2027 CAPITAL IMPROVEMENT PROGRAM

Project Title	Project Description
PW & Parks Facility	2023 - Utilities Division Building Design (\$14,000,000) 2024 - Internal office remodel (\$500,000)
Department	
Public Works	

Funding Sources	2023	2024	2025	2026	2027
Tax Levy					
Bonded Debt	14,000,000				
State/Other Government Units					
Park Improvement fund					
Park Trust Fund					
Landscape Initiative					
Municipal Building		500,000			
Other: Utility Fund					
TOTAL	14,000,000	500,000	0	0	0
Project Expenses	2023	2024	2025	2026	2027
Land/Easements	320,000				
Engineering/Architect	2,000,000	75,000			
Admin/Legal					
Construction	11,680,000	425,000			
Maintenance					
Other					
TOTAL	14,000,000	500,000	0	0	0
Project Balance	\$ -	\$ -	\$ -	\$ -	\$ -

CITY OF COTTAGE GROVE

5 YEAR CAPITAL IMPROVEMENT BUDGET

2023-2027 CAPITAL IMPROVEMENT PROGRAM

Project Title	Project Description
Public Landscape Initiative	2023 - 90th Street CSAH 19 to Jamaica (\$50,000), Glacial Valley Park Landscaping (\$50,000), Pine Tree Valley/Pine Tree Pond Park Restoration (\$15,000), Resto Grow-In/Reseeding/Tree plantings at Kingston, Settlers, Camel's Hump and Hamlet (\$15,000), Bike Park Vegetation Restoration (\$40,000), Annual Commercial EAB Replacment (\$10,000)
Department	2024 - Jamaica Ave 100th to HWY Ramps (\$50,000), Cottage Grove Trailway Corridor Restoration (\$20,000, grant match), Annual Commercial EAB Replacment (\$10,000)
Parks	2025 - 80th St HWY 61 to Ideal (\$50,000), Oakwood Park (\$50,000), Annual Commercial EAB Replacment (\$10,000)
	2026 - Future ROW Beautification (\$50,000), Public Facility Beautification (\$10,000), Annual Commercial EAB Replacment (\$10,000)
	2027 - Future ROW Beautification (\$50,000), Woodridge Park Woodland Restoration (\$30,000), Annual Commercial EAB Replacment (\$10,000)

Funding Sources	2023	2024	2025	2026	2027
Tax Levy					
Bonded Debt					
State/Other Government Units		80,000			
Park Improvement fund					
Park Trust Fund					
Landscape Initiative	180,000	80,000	110,000	70,000	90,000
Municipal Building					
Other:					
TOTAL	180,000	160,000	110,000	70,000	90,000

Project Expenses	2023	2024	2025	2026	2027
Land/Easements					
Engineering/Architect					
Admin/Legal					
Construction					
Maintenance					
Other	180,000	160,000	110,000	70,000	90,000
TOTAL	180,000	160,000	110,000	70,000	90,000
Project Balance	\$ -	\$ -	\$ -	\$ -	\$ -

CITY OF COTTAGE GROVE
5 YEAR CAPITAL IMPROVEMENT BUDGET
2023-2027 CAPITAL IMPROVEMENT PROGRAM

Project Title Park Design and Planning	Project Description Funding for design and planning of parks as development occurs.
Department Parks	

Funding Sources	2023	2024	2025	2026	2027
Tax Levy					
Bonded Debt					
State/Other Government Units					
Park Improvement fund					
Park Trust Fund	15,000	15,000	15,000	15,000	15,000
Landscape Initiative					
Municipal Building					
Other:					
TOTAL	15,000	15,000	15,000	15,000	15,000

Project Expenses	2023	2024	2025	2026	2027
Land/Easements					
Engineering/Architect	15,000	15,000	15,000	15,000	15,000
Admin/Legal					
Construction					
Maintenance					
Other					
TOTAL	15,000	15,000	15,000	15,000	15,000

Project Balance	\$	-	\$	-	\$	-	\$	-	\$	-
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CITY OF COTTAGE GROVE

5 YEAR CAPITAL IMPROVEMENT BUDGET

2023-2027 CAPITAL IMPROVEMENT PROGRAM

Project Title	Project Description Funds used to match donations from outside organizations on specific park projects
Matching Funds Program	
Department	
Parks	

Funding Sources	2023	2024	2025	2026	2027
Tax Levy					
Bonded Debt					
State/Other Government Units					
Park Improvement fund	10,000	10,000	10,000	10,000	10,000
Park Trust Fund					
Landscape Initiative					
Municipal Building					
Other:					
TOTAL	10,000	10,000	10,000	10,000	10,000

Project Expenses	2023	2024	2025	2026	2027
Land/Easements					
Engineering/Architect					
Admin/Legal					
Construction					
Maintenance					
Other	10,000	10,000	10,000	10,000	10,000
TOTAL	10,000	10,000	10,000	10,000	10,000
Project Balance	\$ - \$	\$ - \$	\$ - \$	\$ - \$	\$ -

CITY OF COTTAGE GROVE

5 YEAR CAPITAL IMPROVEMENT BUDGET

2023-2027 CAPITAL IMPROVEMENT PROGRAM

Project Title	Project Description
Hamlet Park	2023 - Court Reconstruction
	2024 - Hamlet North Entry Plaza and Fountain
	2025 - Hamlet Park - Remaining Ball Fields, Parking Lot, Sidewalk
Department	2026 - Skate Park Surface Replacement
Parks	2027 - Shelter Replacement

Funding Sources	2023	2024	2025	2026	2027
Tax Levy					
Bonded Debt					
State/Other Government Units					
Park Improvement fund	100,000			100,000	50,000
Park Trust Fund		500,000	4,000,000		
Landscape Initiative					
Municipal building					
Other:					
TOTAL	100,000	500,000	4,000,000	100,000	50,000

Project Expenses	2023	2024	2025	2026	2027
Land/Easements					
Engineering/Architect			500,000		
Admin/Legal					
Construction	100,000	500,000	3,500,000	100,000	50,000
Maintenance					
Other					
TOTAL	100,000	500,000	4,000,000	100,000	50,000

Project Balance	\$	-	\$	-	\$	-	\$	-	\$	-
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CITY OF COTTAGE GROVE

5 YEAR CAPITAL IMPROVEMENT BUDGET

2023-2027 CAPITAL IMPROVEMENT PROGRAM

Project Title	Project Description
Replace Playground equipment	2023 - Peter Thompson, Pine Tree Pond, Ideal Park - \$280,000
	2024 - West Draw, Granada, Nina - \$210,000
	2025 - Hardwood and Belden Parks - \$140,000
Department	
Parks	

Funding Sources	2023	2024	2025	2026	2027
Tax Levy					
Bonded Debt					
State/Other Government Units					
Park Improvement fund	280,000	210,000	140,000		
Park Trust Fund					
Landscape Initiative					
Municipal building					
Other:					
TOTAL	280,000	210,000	140,000	0	0
Project Expenses	2023	2024	2025	2026	2027
Land/Easements					
Engineering/Architect					
Admin/Legal					
Construction	280,000	210,000	140,000		
Maintenance					
Other					
TOTAL	280,000	210,000	140,000	0	0
Project Balance	\$ -	\$ -	\$ -	\$ -	\$ -

CITY OF COTTAGE GROVE

5 YEAR CAPITAL IMPROVEMENT BUDGET

2023-2027 CAPITAL IMPROVEMENT PROGRAM

Project Title Pavement Management Projects	Project description 2024 - Hearthside Park Improvements
Department Parks	

Funding Sources	2023	2024	2025	2026	2027
Tax Levy					
Bonded Debt		100,000			
State/Other Government Units					
Park Improvement fund					
Park Trust Fund					
Landscape Initiative					
Municipal Building					
Other: Donations					
TOTAL	0	100,000	0	0	0

Project Expenses	2023	2024	2025	2026	2027
Land/Easements					
Engineering/Architect					
Admin/Legal					
Construction		100,000			
Maintenance					
Other					
TOTAL	0	100,000	0	0	0
Project Balance	\$ -	\$ -	\$ -	\$ -	\$ -

CITY OF COTTAGE GROVE

5 YEAR CAPITAL IMPROVEMENT BUDGET

2023-2027 CAPITAL IMPROVEMENT PROGRAM

Project Title	Project Description
Lamar Park	2025 - Lamar Park Shade Shelter Replacement (2)
	2027 - Roof Replacement
Department	
Facilities	

Funding Sources	2023	2024	2025	2026	2027
Tax Levy					
Bonded Debt					
State/Other Government Units					
Park Improvement fund			80,000		10,000
Park Trust Fund					
Landscape Initiative					
Municipal Building					
Other:					
TOTAL	0	0	80,000	0	10,000

Project Expenses	2023	2024	2025	2026	2027
Land/Easements					
Engineering/Architect					
Admin/Legal					
Construction			80,000		10,000
Maintenance					
Other					
TOTAL	0	0	80,000	0	10,000
Project Balance	\$ -	\$ -	\$ -	\$ -	\$ -

CITY OF COTTAGE GROVE

5 YEAR CAPITAL IMPROVEMENT BUDGET

2023-2027 CAPITAL IMPROVEMENT PROGRAM

Project Title Glacial Valley Park	Project Description 2023 - Park Building
Department Parks	

Funding Sources	2023	2024	2025	2026	2027
Tax Levy					
Bonded Debt	3,500,000				
State/Other Government Units					
Park Improvement fund					
Park Trust Fund					
Landscape Initiative					
Municipal Building					
Other:					
TOTAL	3,500,000	0	0	0	0

Project Expenses	2023	2024	2025	2026	2027
Land/Easements					
Engineering/Architect	300,000				
Admin/Legal					
Construction	3,200,000				
Maintenance					
Other					
TOTAL	3,500,000	0	0	0	0
Project Balance	\$ -	\$ -	\$ -	\$ -	\$ -

CITY OF COTTAGE GROVE

5 YEAR CAPITAL IMPROVEMENT BUDGET

2023-2027 CAPITAL IMPROVEMENT PROGRAM

Project Title Kingston Park	Project Description Building Replacement and Additional Power Supply
Department Parks	

Funding Sources	2023	2024	2025	2026	2027
Tax Levy					
Bonded Debt					
State/Other Government Units					
Park Improvement fund			600,000		
Park Trust Fund					
Landscape Initiative					
Municipal building					
Other:					
TOTAL	0	0	600,000	0	0

Project Expenses	2023	2024	2025	2026	2027
Land/Easements					
Engineering/Architect			100,000		
Admin/Legal					
Construction			500,000		
Maintenance					
Other					
TOTAL	0	0	600,000	0	0

Project Balance	\$	-	\$	-	\$	-	\$	-	\$	-
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CITY OF COTTAGE GROVE

5 YEAR CAPITAL IMPROVEMENT BUDGET

2023-2027 CAPITAL IMPROVEMENT PROGRAM

Project Title	Project description
Neighborhood Park Development	2023 - Still Ponds Park Development (\$500,000), Land Acquisition for Mississippi Dunes Park (\$1,000,000) 2024 - Roberts Lake Neighborhood Development (\$500,000), NorthPoint Neighborhood Park (\$500,000), Military Trailhead (\$200,000) 2025 - Mississippi Dunes Golf Course Neighborhood Park Development (development driven) 2026 - East Ravine Neighborhood or 110th Street Park Development (development driven) 2027 - East Ravine Neighborhood or 110th Street Park Development (development driven)
Department	
Parks	

Funding Sources	2023	2024	2025	2026	2027
Tax Levy					
Bonded Debt			7,000,000		
State/Other Government Units	1,000,000				
Park Improvement fund					
Park Trust Fund	500,000	1,200,000		500,000	500,000
Landscape Initiative					
Municipal building					
Other:					
TOTAL	1,500,000	1,200,000	7,000,000	500,000	500,000
Project Expenses	2023	2024	2025	2026	2027
Land/Easements	1,000,000				
Engineering/Architect			1,500,000		
Admin/Legal					
Construction	500,000	1,200,000	5,500,000	500,000	500,000
Maintenance					
Other					
TOTAL	1,500,000	1,200,000	7,000,000	500,000	500,000
Project Balance	\$ -	\$ -	\$ -	\$ -	\$ -

CITY OF COTTAGE GROVE

5 YEAR CAPITAL IMPROVEMENT BUDGET

2023-2027 CAPITAL IMPROVEMENT PROGRAM

Project Title Oltman Middle School	Project Description 2024 - Ballfield and Parking Lot Construction
Department Parks	

Funding Sources	2023	2024	2025	2026	2027
Tax Levy					
Bonded Debt					
State/Other Government Units					
Park Improvement fund					
Park Trust Fund		1,000,000			
Landscape Initiative					
Municipal building					
Other:					
TOTAL	-	1,000,000	-	-	-

Project Expenses	2023	2024	2025	2026	2027
Land/Easements					
Engineering/Architect		300,000			
Admin/Legal					
Construction		700,000			
Maintenance					
Other					
TOTAL	-	1,000,000	-	-	-

Project Balance	\$	-	\$	-	\$	-	\$	-	\$	-
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CITY OF COTTAGE GROVE

5 YEAR CAPITAL IMPROVEMENT BUDGET

2023-2027 CAPITAL IMPROVEMENT PROGRAM

Project Title Woodridge	Project description 2024 - Woodridge Trail - Hillside to Jenner 2026 - Hockey Rink Boards Replacement
Department Parks	

Funding Sources	2023	2024	2025	2026	2027
Tax Levy					
Bonded Debt					
State/Other Government Units					
Park Improvement fund				50,000	
Park Trust Fund		40,000			
Landscape Initiative					
Municipal building					
Other:					
TOTAL	0	40,000	0	50,000	0

Project Expenses	2023	2024	2025	2026	2027
Land/Easements					
Engineering/Architect					
Admin/Legal					
Construction		40,000		50,000	
Maintenance					
Other					
TOTAL	0	40,000	0	50,000	0

Project Balance	\$ -	\$ -	\$ -	\$ -	\$ -
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CITY OF COTTAGE GROVE

5 YEAR CAPITAL IMPROVEMENT BUDGET

2023-2027 CAPITAL IMPROVEMENT PROGRAM

Project Title	Project Description
Sports Lighting Improvements	2023 - Pine Tree Valley Ice Rink 2024 - Woodridge Park Tennis, Basketball, Ice Rink 2025 - Hearthside Ice Rink
Department Parks	2026 - Hamlet Football/Soccer, Courts and Ice Rink 2027 - Lamar Park LED & Poles

Funding Sources	2023	2024	2025	2026	2027
Tax Levy					
Bonded Debt					
State/Other Government Units					
Park Improvement fund	61,000	104,000	65,000	340,000	350,000
Park Trust Fund					
Landscape Initiative					
Municipal building					
Other:					
TOTAL	61,000	104,000	65,000	340,000	350,000

Project Expenses	2023	2024	2025	2026	2027
Land/Easements					
Engineering/Architect					
Admin/Legal					
Construction	61,000	104,000	65,000	340,000	350,000
Maintenance					
Other					
TOTAL	61,000	104,000	65,000	340,000	350,000
Project Balance	\$ -	\$ -	\$ -	\$ -	\$ -

CITY OF COTTAGE GROVE

5 YEAR CAPITAL IMPROVEMENT BUDGET

2023-2027 CAPITAL IMPROVEMENT PROGRAM

Project Title	Project description 2024 - North Rink Dehumidifier Replacement 2025 - Radiant Heater Replacements
Ice Arena	
Department Parks	

Funding Sources	2023	2024	2025	2026	2027
Tax Levy					
Bonded Debt					
State/Other Government Units					
Park Improvement fund					
Park Trust Fund					
Landscape Initiative					
Municipal building					
Other: Ice Arena Fund		250,000	35,000		
TOTAL	0	250,000	35,000	0	0

Project Expenses	2023	2024	2025	2026	2027
Land/Easements					
Engineering/Architect					
Admin/Legal					
Construction					
Maintenance					
Other		250,000	35,000		
TOTAL	0	250,000	35,000	0	0
Project Balance	\$ -	\$ -	\$ -	\$ -	\$ -

CITY OF COTTAGE GROVE

5 YEAR CAPITAL IMPROVEMENT BUDGET

2023-2027 CAPITAL IMPROVEMENT PROGRAM

Project Title	Project description
Bike Park	2023 - Picnic Shelter
	2024 - Pump Track Paving
Department	
Parks	

Funding Sources	2023	2024	2025	2026	2027
Tax Levy					
Bonded Debt					
State/Other Government Units					
Park Improvement fund	40,000	50,000			
Park Trust Fund					
Landscape Initiative					
Municipal Building					
Other:					
TOTAL	40,000	50,000	0	0	0
Project Expenses	2023	2024	2025	2026	2027
Land/Easements					
Engineering/Architect					
Admin/Legal					
Construction	40,000	50,000			
Maintenance					
Other					
TOTAL	40,000	50,000	0	0	0
Project Balance	\$ -	\$ -	\$ -	\$ -	\$ -

CITY OF COTTAGE GROVE

5 YEAR CAPITAL IMPROVEMENT BUDGET

2023-2027 CAPITAL IMPROVEMENT PROGRAM

Project Title Dog Park	Project Description 2023 - Small Area Enrichment and Drainage Correction (Funding Assistance from Dog Park Association)
Department Parks	

Funding Sources	2023	2024	2025	2026	2027
Tax Levy					
Bonded Debt					
State/Other Government Units					
Park Improvement fund	20,000				
Park Trust Fund					
Landscape Initiative					
Municipal building					
Other:					
TOTAL	20,000	0	0	0	0

Project Expenses	2023	2024	2025	2026	2027
Land/Easements					
Engineering/Architect					
Admin/Legal					
Construction	20,000				
Maintenance					
Other					
TOTAL	20,000	0	0	0	0
Project Balance	\$ -	\$ -	\$ -	\$ -	\$ -

CITY OF COTTAGE GROVE

5 YEAR CAPITAL IMPROVEMENT BUDGET

2023-2027 CAPITAL IMPROVEMENT PROGRAM

Project Title Pine Glen Park	Project description 2025 - Picnic Shelter
Department Parks	

Funding Sources	2023	2024	2025	2026	2027
Tax Levy					
Bonded Debt					
State/Other Government Units					
Park Improvement fund			40,000		
Park Trust Fund					
Landscape Initiative					
Municipal building					
Other:					
TOTAL	0	0	40,000	0	0

Project Expenses	2023	2024	2025	2026	2027
Land/Easements					
Engineering/Architect					
Admin/Legal					
Construction			40,000		
Maintenance					
Other					
TOTAL	0	0	40,000	0	0
Project Balance	\$ -	\$ -	\$ -	\$ -	\$ -

CITY OF COTTAGE GROVE

5 YEAR CAPITAL IMPROVEMENT BUDGET

2023-2027 CAPITAL IMPROVEMENT PROGRAM

Project Title Pine Coulee	Project Description 2027 - Court Replacement
Department Parks	

Funding Sources	2023	2024	2025	2026	2027
Tax Levy					
Bonded Debt					
State/Other Government Units					
Park Improvement fund					20,000
Park Trust Fund					
Landscape Initiative					
Municipal building					
Other: Land Sale					
TOTAL	0	0	0	0	20,000

Project Expenses	2023	2024	2025	2026	2027
Land/Easements					
Engineering/Architect					
Admin/Legal					
Construction					20,000
Maintenance					
Other					
TOTAL	0	0	0	0	20,000

Project Balance	\$	-	\$	-	\$	-	\$	-	\$	-
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CITY OF COTTAGE GROVE
5 YEAR CAPITAL IMPROVEMENT BUDGET
2023-2027 CAPITAL IMPROVEMENT PROGRAM

Project Title	Project description Replacement of Locks on Park Buildings (\$XXXXXX Annually)
Building Locks	
Department Parks	

Funding Sources	2023	2024	2025	2026	2027
Tax Levy					
Bonded Debt					
State/Other Government Units					
Park Improvement fund					
Park Trust Fund					
Landscape Initiative					
Municipal building					
Other:					
TOTAL	0	0	0	0	0

Project Expenses	2023	2024	2025	2026	2027
Land/Easements					
Engineering/Architect					
Admin/Legal					
Construction					
Maintenance					
Other					
TOTAL	0	0	0	0	0
Project Balance	\$ - \$	- \$	- \$	- \$	- \$

CITY OF COTTAGE GROVE

5 YEAR CAPITAL IMPROVEMENT BUDGET

2023-2027 CAPITAL IMPROVEMENT PROGRAM

ALL TRANSPORTATION AND PUBLIC WORKS PROJECTS

Funding Sources	2023	2024	2025	2026	2027
Tax Levy	\$ -	\$ -	\$ -	\$ -	\$ -
Bonded Debt	\$ 5,236,000	\$ 6,364,000	\$ 6,903,000	\$ 4,736,000	\$ 11,204,000
State of Minnesota/MSA	\$ 8,500,000	\$ 2,250,000	\$ 1,000,000	\$ 1,000,000	\$ 6,000,000
Washington County	\$ -	\$ 157,500	\$ 4,000,000	\$ -	\$ 8,150,000
Federal/Grant Funding	\$ 1,250,000	\$ 11,510,000	\$ 25,000,000	\$ -	\$ 16,033,000
Area funds	\$ 7,320,000	\$ 1,570,000	\$ 3,526,000	\$ 70,000	\$ 70,000
Utility funds	\$ 2,923,000	\$ 3,212,000	\$ 2,600,000	\$ 1,120,000	\$ 937,000
Assessments/Developer fees	\$ 4,030,000	\$ 1,000,000	\$ 1,768,000	\$ -	\$ 717,000
Other:	\$ 18,090,000	\$ 29,307,500	\$ 750,000	\$ 5,750,000	\$ 750,000
TOTAL	47,349,000	55,371,000	45,547,000	12,676,000	43,861,000
Project Expenses	2023	2024	2025	2026	2027
Land/Easements/Utility Relocation	\$ -	\$ -	\$ 250,000	\$ -	\$ -
Engineering/Architect	\$ 8,944,000	\$ 14,015,000	\$ 10,124,000	\$ 2,804,000	\$ 4,548,000
Admin/Legal	\$ 100,000	\$ -	\$ 104,000	\$ -	\$ -
Construction	\$ 36,185,000	\$ 40,186,000	\$ 33,899,000	\$ 8,702,000	\$ 38,143,000
Maintenance	\$ 1,620,000	\$ 670,000	\$ 670,000	\$ 670,000	\$ 670,000
Other	\$ 500,000	\$ 500,000	\$ 500,000	\$ 500,000	\$ 500,000
TOTAL	47,349,000	55,371,000	45,547,000	12,676,000	43,861,000
Project Balance	\$ -	\$ -	\$ -	\$ -	\$ -

CITY OF COTTAGE GROVE

5 YEAR CAPITAL IMPROVEMENT BUDGET

2023-2027 CAPITAL IMPROVEMENT PROGRAM

Project Title	Project Description Maintenance includes crack seal (\$90,000), mill and overlay (\$500,000), curb and sidewalk replacement (\$80,000), and trail sealcoating (\$80,000)
Roadway Maintenance	
Department	
Public Works	

Funding Sources	2023	2024	2025	2026	2027
Tax Levy					
Bonded Debt					
State of Minnesota/MSA					
Washington County					
Federal/Grant Funding					
Area funds					
Utility funds					
Assessments/Developer fees					
Other: maintenance fund	750,000	750,000	750,000	750,000	750,000
TOTAL	750,000	750,000	750,000	750,000	750,000
Project Expenses	2023	2024	2025	2026	2027
Land/Easements					
Engineering					
Admin/Legal					
Sealcoating Contract/Rock					
Maintenance	250,000	250,000	250,000	250,000	250,000
Other: Mill and Overlay	500,000	500,000	500,000	500,000	500,000
TOTAL	750,000	750,000	750,000	750,000	750,000
Project Balance	\$ -	\$ -	\$ -	\$ -	\$ -

CITY OF COTTAGE GROVE
5 YEAR CAPITAL IMPROVEMENT BUDGET
2023-2027 CAPITAL IMPROVEMENT PROGRAM

Project Title	Project Description 2024 - Construction of roadway and infrastructure to support the retail/commercial development (Walmart to Roundabout) 2027 - Construction of roadway and infrastructure to support the retail/commercial development (Roundabout to CSAH 19)
Ravine Parkway - Shoppes at Cottage View	
Department Public Works	

Funding Sources	2023	2024	2025	2026	2027
Tax Levy					
Bonded Debt		1,000,000			4,700,000
State of Minnesota/MSA					
Washington County					
Federal/Grant Funding		3,000,000			
Area funds		1,500,000			
Utility funds					
Assessment/Developer Fees					
Other:					
TOTAL	-	5,500,000	-	-	4,700,000

Project Expenses	2023	2024	2025	2026	2027
Land/Easements					
Engineering		1,300,000			1,000,000
Admin/Legal					
Construction		4,200,000			3,700,000
Machinery & equipment					
Other					
TOTAL	-	5,500,000	-	-	4,700,000
Project Balance	\$ -	\$ -	\$ -	\$ -	\$ -

CITY OF COTTAGE GROVE

5 YEAR CAPITAL IMPROVEMENT BUDGET

2023-2027 CAPITAL IMPROVEMENT PROGRAM

Project Title	Project Description
Pavement Management (includes ADA improvements)	2023 - Thompson Grove Estates 6&7 2024 - Prestige Estates, See 80th Street Project, Thompson Grove Estates 1&8, EPD (Hyde to CDS) 2025 - Thompson Grove Estates 2nd, EDP (Jamaica to Hyde), Kingsborough Trail 2026 - Woodridge Park (E of Jamaica), Cottage Grove Estates, Meadow Acres, Pine Glen 2027 - Thompson Grove 11&12, Woodridge Park Add (W of Jamaica)
Department	
Public Works	

Funding Sources	2023	2024	2025	2026	2027
Tax Levy					
Bonded Debt	2,461,000	5,364,000	3,965,000	4,736,000	3,504,000
State of Minnesota/MSA					
Washington County					
Federal/Grant Funding					
Area funds					
Utility funds	363,000	792,000	780,000	700,000	517,000
Assessments/Developer fees					
Other:					
TOTAL	2,824,000	6,156,000	4,745,000	5,436,000	4,021,000
Project Expenses	2023	2024	2025	2026	2027
Land/Easements					
Engineering	509,000	1,282,000	1,356,000	1,554,000	1,148,000
Admin/Legal					
Construction	2,315,000	4,874,000	3,389,000	3,882,000	2,873,000
Machinery & equipment					
Other					
TOTAL	2,824,000	6,156,000	4,745,000	5,436,000	4,021,000
Project Balance	\$ -	\$ -	\$ -	\$ -	\$ -

CITY OF COTTAGE GROVE

5 YEAR CAPITAL IMPROVEMENT BUDGET

2023-2027 CAPITAL IMPROVEMENT PROGRAM

Project Title East Ravine District Infrastructure Development	Project Description As residential development occurs in the East Ravine, various infrastructure will be constructed to support the new housing. This infrastructure will be paid for by developers either through City financed construction supported by assessments or by Developer constructed of same.
Department Public Works	

Funding Sources	2023	2024	2025	2026	2027
Tax Levy					
Bonded Debt					
State of Minnesota/MSA					
Washington County					
Federal/Grant Funding					
Area funds	50,000	50,000	50,000	50,000	50,000
Utility funds					
Assessments/Developer funds					
Other:					
TOTAL	50,000	50,000	50,000	50,000	50,000

Project Expenses	2023	2024	2025	2026	2027
Land/Easements					
Engineering					
Admin/Legal					
Construction	50,000	50,000	50,000	50,000	50,000
Machinery & equipment					
Other					
TOTAL	50,000	50,000	50,000	50,000	50,000

Project Balance	\$	-	\$	-	\$	-	\$	-	\$	-
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CITY OF COTTAGE GROVE

5 YEAR CAPITAL IMPROVEMENT BUDGET

2023-2027 CAPITAL IMPROVEMENT PROGRAM

Project Title Ravine Parkway	Project Description 2023 - Wolterstorff 2024 - Kemp 2025 - Geis
Department Public Works	

Funding Sources	2023	2024	2025	2026	2027
Tax Levy					
Bonded Debt					
State of Minnesota/MSA	1,000,000	1,000,000	1,000,000		
Washington County					
Federal/Grant Funding					
Area funds					
Utility funds					
Assessment/Developer Fees	1,000,000	1,000,000	1,000,000		
Other:					
TOTAL	2,000,000	2,000,000	2,000,000	0	0
Project Expenses	2023	2024	2025	2026	2027
Land/Easements					
Engineering	300,000	300,000	300,000		
Admin/Legal					
Construction	1,700,000	1,700,000	1,700,000		
Machinery & equipment					
Other					
TOTAL	2,000,000	2,000,000	2,000,000	0	0
Project Balance	\$ -	\$ -	\$ -	\$ -	\$ -

CITY OF COTTAGE GROVE

5 YEAR CAPITAL IMPROVEMENT BUDGET

2023-2027 CAPITAL IMPROVEMENT PROGRAM

Project Title	Project Description 2024 - Ideal to Hwy 61 - Includes East Point Douglas from 80th Street to T-intersection. Includes mill and overlay, spot curb replacement, ADA improvements, landscaping, and trail replacement
80th Street Reconstruction	
Department	2026 - 80th/Keats Roundabout Cost Share
Public Works	

Funding Sources	2023	2024	2025	2026	2027
Tax Levy					
Bonded Debt					
State of Minnesota/MSA				1,000,000	
Washington County					
Federal/Grant Funding		7,800,000			
Area funds					
Utility funds		2,000,000			
Assessment/Developer Fees					
Other:					
TOTAL	0	9,800,000	0	1,000,000	0
Project Expenses	2023	2024	2025	2026	2027
Land/Easements					
Engineering		2,450,000		250,000	
Admin/Legal					
Construction		7,350,000		750,000	
Machinery & equipment					
Other					
TOTAL	0	9,800,000	0	1,000,000	0
Project Balance	\$ -	\$ -	\$ -	\$ -	\$ -

CITY OF COTTAGE GROVE

5 YEAR CAPITAL IMPROVEMENT BUDGET

2023-2027 CAPITAL IMPROVEMENT PROGRAM

Project Title CSAH 19 and TH 61	Project Description 2023/2024 - Design for 100th Street Extension 2025 - 100th St Extension 2027 - Reconstruction/realignment of bridge/overpass over highway 61 at County Rd 19 (Innovation Road)
Department Public Works	

Funding Sources	2023	2024	2025	2026	2027
Tax Levy					
Bonded Debt			2,000,000		
State of Minnesota/MSA	1,250,000	1,250,000			4,000,000
Washington County			4,000,000		8,150,000
Federal/Grant Funding			25,000,000		10,033,000
Area funds			2,000,000		
Utility funds					
Assessment/Developer Fees					717,000
Other:					
TOTAL	1,250,000	1,250,000	33,000,000	0	22,900,000
Project Expenses	2023	2024	2025	2026	2027
Land/Easements					
Engineering	1,250,000	1,250,000	7,500,000		
Admin/Legal					
Construction			25,500,000		22,900,000
Machinery & equipment					
Other					
TOTAL	1,250,000	1,250,000	33,000,000	0	22,900,000
Project Balance	\$ -	\$ -	\$ -	\$ -	\$ -

CITY OF COTTAGE GROVE
5 YEAR CAPITAL IMPROVEMENT BUDGET
2023-2027 CAPITAL IMPROVEMENT PROGRAM

Project Title Annual well maintenance	Project Description Each year a well is 'pulled' for inspection and repair of the pump and other vital parts.
Department Public Works	

Funding Sources	2023	2024	2025	2026	2027
Tax Levy					
Bonded Debt					
State of Minnesota/MSA					
Washington County					
Federal/Grant Funding					
Area funds					
Utility funds	70,000	70,000	70,000	70,000	70,000
Assessment/Developer Fees					
Other:					
TOTAL	70,000	70,000	70,000	70,000	70,000

Project Expenses	2023	2024	2025	2026	2027
Land/Easements					
Engineering					
Admin/Legal					
Construction					
Maintenance	70,000	70,000	70,000	70,000	70,000
Other					
TOTAL	70,000	70,000	70,000	70,000	70,000

Project Balance	\$	-	\$	-	\$	-	\$	-	\$	-
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CITY OF COTTAGE GROVE

5 YEAR CAPITAL IMPROVEMENT BUDGET

2023-2027 CAPITAL IMPROVEMENT PROGRAM

Project Title Annual sewer line maintenance/spot sliplining	Project Description 2023 - Lining trunk sewer from Jamaica and East Point down through the dog park
Department Public Works	

Funding Sources	2023	2024	2025	2026	2027
Tax Levy					
Bonded Debt					
State of Minnesota/MSA					
Washington County					
Federal/Grant Funding					
Area funds					
Utility funds	1,000,000	50,000	50,000	50,000	50,000
Assessment/Developer Fees					
Other:					
TOTAL	1,000,000	50,000	50,000	50,000	50,000
Project Expenses	2023	2024	2025	2026	2027
Land/Easements					
Engineering					
Admin/Legal					
Construction					
Maintenance	1,000,000	50,000	50,000	50,000	50,000
Other					
TOTAL	1,000,000	50,000	50,000	50,000	50,000
Project Balance	\$ -	\$ -	\$ -	\$ -	\$ -

CITY OF COTTAGE GROVE

5 YEAR CAPITAL IMPROVEMENT BUDGET

2023-2027 CAPITAL IMPROVEMENT PROGRAM

Project Title Streetlight system improvements	Project Description Annual cost to refurbish and upgrade the City Streetlight infrastructure.
Department Public Works	

Funding Sources	2023	2024	2025	2026	2027
Tax Levy					
Bonded Debt					
State of Minnesota/MSA					
Washington County					
Federal/Grant Funding					
Area funds					
Utility funds	100,000	100,000	100,000	100,000	100,000
Assessment/Developer Fees					
Other:					
TOTAL	100,000	100,000	100,000	100,000	100,000

Project Expenses	2023	2024	2025	2026	2027
Land/Easements					
Engineering					
Admin/Legal					
Construction					
Maintenance	100,000	100,000	100,000	100,000	100,000
Other					
TOTAL	100,000	100,000	100,000	100,000	100,000

Project Balance	\$	-	\$	-	\$	-	\$	-	\$	-
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CITY OF COTTAGE GROVE

5 YEAR CAPITAL IMPROVEMENT BUDGET

2023-2027 CAPITAL IMPROVEMENT PROGRAM

Project Title	Project Description 2023 - Hardwood Ave/Hardwood Ct 2025 - 80th/Jamaica
Traffic Signals	
Department	
Public Works	

Funding Sources	2023	2024	2025	2026	2027
Tax Levy					
Bonded Debt					
State of Minnesota/MSA					
Washington County					
Federal/Grant Funding					
Area funds					
Utility funds	700,000		700,000		
Assessment/Developer Fees					
Other:					
TOTAL	700,000	0	700,000	0	0
Project Expenses	2023	2024	2025	2026	2027
Land/Easements					
Engineering	140,000		140,000		
Admin/Legal					
Construction	560,000		560,000		
maintenance					
Other					
TOTAL	700,000	0	700,000	0	0
Project Balance	\$ -	\$ -	\$ -	\$ -	\$ -

CITY OF COTTAGE GROVE
5 YEAR CAPITAL IMPROVEMENT BUDGET
2023-2027 CAPITAL IMPROVEMENT PROGRAM

Project Title	Project Description Annual costs of pond and structure maintenance for City Stormwater system.
Stormwater maintenance	
Department	
Public Works	

Funding Sources	2023	2024	2025	2026	2027
Tax Levy					
Bonded Debt					
State of Minnesota/MSA					
Washington County					
Federal/Grant Funding					
Area funds					
Utility funds	200,000	200,000	200,000	200,000	200,000
Assessment/Developer Fees					
Other:					
TOTAL	200,000	200,000	200,000	200,000	200,000
Project Expenses	2023	2024	2025	2026	2027
Land/Easements					
Engineering					
Admin/Legal					
Construction					
maintenance	200,000	200,000	200,000	200,000	200,000
Other					
TOTAL	200,000	200,000	200,000	200,000	200,000
Project Balance	\$ -	\$ -	\$ -	\$ -	\$ -

CITY OF COTTAGE GROVE
5 YEAR CAPITAL IMPROVEMENT BUDGET
2023-2027 CAPITAL IMPROVEMENT PROGRAM

Project Title Trunk Utility Oversizing	Project Description Trunk oversizing of water and sewer facilities as part of development projects
Department Public Works	

Funding Sources	2023	2024	2025	2026	2027
Tax Levy					
Bonded Debt					
State of Minnesota/MSA					
Washington County					
Federal/Grant Funding					
Area funds	20,000	20,000	20,000	20,000	20,000
Utility funds					
Assessment/Developer Fees					
Other:					
TOTAL	20,000	20,000	20,000	20,000	20,000
Project Expenses	2023	2024	2025	2026	2027
Land/Easements					
Engineering					
Admin/Legal					
Construction	20,000	20,000	20,000	20,000	20,000
maintenance					
Other					
TOTAL	20,000	20,000	20,000	20,000	20,000
Project Balance	\$ -	\$ -	\$ -	\$ -	\$ -

CITY OF COTTAGE GROVE

5 YEAR CAPITAL IMPROVEMENT BUDGET

2023-2027 CAPITAL IMPROVEMENT PROGRAM

Project Title Harkness Ave Reconstruction	Project description Reconstruct Harkness Avenue to an urban section with utilities, from Oakwood Park to the north Hardwood Ave intersection.
Department Public Works	

Funding Sources	2023	2024	2025	2026	2027
Tax Levy					
Bonded Debt			938,000		
State of Minnesota/MSA					
Washington County					
Federal/Grant Funding					
Area funds			1,456,000		
Utility funds					
Assessment/Developer Fees			768,000		
Other:					
TOTAL	0	0	3,162,000	0	0

Project Expenses	2023	2024	2025	2026	2027
Land/Easements			250,000		
Engineering			728,000		
Admin/Legal			104,000		
Construction			2,080,000		
maintenance					
Other					
TOTAL	0	0	3,162,000	0	0
Project Balance	\$ -	\$ -	\$ -	\$ -	\$ -

CITY OF COTTAGE GROVE

5 YEAR CAPITAL IMPROVEMENT BUDGET

2023-2027 CAPITAL IMPROVEMENT PROGRAM

Project Title Industrial Park Water Tower	Project description Construct water tower on City property north of the South East Industrial Park.
Department Public Works	

Funding Sources	2023	2024	2025	2026	2027
Tax Levy					
Bonded Debt					
State of Minnesota/MSA					
Washington County					
Federal/Grant Funding					
Area funds	4,500,000				
Utility funds					
Assessment/Developer Fees					
Other: Land Sale					
TOTAL	4,500,000	0	0	0	0
Project Expenses	2023	2024	2025	2026	2027
Land/Easements					
Engineering	300,000				
Admin/Legal					
Construction	4,200,000				
maintenance					
Other					
TOTAL	4,500,000	0	0	0	0
Project Balance	\$ -	\$ -	\$ -	\$ -	\$ -

CITY OF COTTAGE GROVE

5 YEAR CAPITAL IMPROVEMENT BUDGET

2023-2027 CAPITAL IMPROVEMENT PROGRAM

Project Title Water Tower Painting/Rehab	Project Description 2025 - Pine Hill Water Tower
Department Public Works	

Funding Sources	2023	2024	2025	2026	2027
Tax Levy					
Bonded Debt					
State of Minnesota/MSA					
Washington County					
Federal/Grant Funding					
Area funds					
Utility funds			700,000		
Assessment/Developer Fees					
Other: Newport					
TOTAL	-	-	700,000	-	-
Project Expenses	2023	2024	2025	2026	2027
Land/Easements					
Engineering			100,000		
Admin/Legal					
Construction			600,000		
Machinery & equipment					
Other					
TOTAL	-	-	700,000	-	-
Project Balance	\$ -	\$ -	\$ -	\$ -	\$ -

CITY OF COTTAGE GROVE

5 YEAR CAPITAL IMPROVEMENT BUDGET

2023-2027 CAPITAL IMPROVEMENT PROGRAM

Project Title	Project Description 2023 - Realignment of 100th Street and Hadley Avenue (Year 2)
South District Street and Utility Project	
Department	
Public Works	

Funding Sources	2023	2024	2025	2026	2027
Tax Levy					
Bonded Debt					
State of Minnesota/MSA					
Washington County					
Federal/Grant Funding					
Area funds	2,750,000				
Utility funds					
Assessment/Developer Fees	3,030,000				
Other: EDA/Park Trust (\$130k)	1,130,000				
TOTAL	6,910,000	-	-	-	-

Project Expenses	2023	2024	2025	2026	2027
Land/Easements					
Engineering	1,060,000				
Admin/Legal					
Construction	5,850,000				
Machinery & equipment					
Other					
TOTAL	6,910,000	-	-	-	-

Project Balance	\$	-	\$	-	\$	-	\$	-	\$	-
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CITY OF COTTAGE GROVE

5 YEAR CAPITAL IMPROVEMENT BUDGET

2023-2027 CAPITAL IMPROVEMENT PROGRAM

Project Title Jamaica Ave	Project Description 2027 - Reconstruction of Jamaica Ave from Rose of Sharon Church to Military Road to the urban four lane section roadway.
Department Public Works	

Funding Sources	2023	2024	2025	2026	2027
Tax Levy					
Bonded Debt					3,000,000
State of Minnesota/MSA					
Washington County					
Federal/Grant Funding					
Area funds					
Utility funds					
Assessment/Developer Fees					
Other:					
TOTAL	0	0	0	0	3,000,000
Project Expenses	2023	2024	2025	2026	2027
Land/Easements					
Engineering					
Admin/Legal					
Construction					3,000,000
maintenance					
Other					
TOTAL	0	0	0	0	3,000,000
Project Balance	\$ -	\$ -	\$ -	\$ -	\$ -

CITY OF COTTAGE GROVE

5 YEAR CAPITAL IMPROVEMENT BUDGET

2023-2027 CAPITAL IMPROVEMENT PROGRAM

Project Title	Project Description Reconstruction & realignment of the East Point Douglas Road intersections at Jamaica Ave and the Cub/Target entrances.
East Pt. Douglas & Jamaica	
Department	\$2M in ROW Acquisition (1.5M) and Engineering Expenses acquired in 2021 and 2022
Public Works	

Funding Sources	2023	2024	2025	2026	2027
Tax Levy					
Bonded Debt	2,775,000				
State of Minnesota/MSA	6,250,000				
Washington County					
LRIP Grant Funding	1,250,000				
Area funds					
Utility funds	490,000				
Assessment/Developer Fees					
Other: Public Landscape Initiative	350,000				
TOTAL	11,115,000	-	-	-	-
Project Expenses	2023	2024	2025	2026	2027
Land/Easements					
Engineering	1,725,000				
Admin/Legal	100,000				
Construction	9,290,000				
Machinery & equipment					
Other					
TOTAL	11,115,000	-	-	-	-
Project Balance	\$ -	\$ -	\$ -	\$ -	\$ -

CITY OF COTTAGE GROVE

5 YEAR CAPITAL IMPROVEMENT BUDGET

2023-2027 CAPITAL IMPROVEMENT PROGRAM

Project Title	Project Description 2023 - Low Zone Water Treatment Plant and Well 13 2024 - Intermediate Zone Water Treatment Plant 2026 - Well 1, Well 2, and Temp Treatment Plant Decommissioning
3M Settlement Implementation	
Department	
Public Works	

Funding Sources	2023	2024	2025	2026	2027
Tax Levy					
Bonded Debt					
State of Minnesota/MSA					
Washington County					
Federal/Grant Funding					
Area funds					
Utility funds					
Assessment/Developer Fees					
Other: 3M Settlement	15,860,000	27,900,000		5,000,000	
TOTAL	15,860,000	27,900,000	0	5,000,000	0
Project Expenses	2023	2024	2025	2026	2027
Land/Easements					
Engineering	3,660,000	6,975,000		1,000,000	
Admin/Legal					
Construction	12,200,000	20,925,000		4,000,000	
maintenance					
Other					
TOTAL	15,860,000	27,900,000	0	5,000,000	0
Project Balance	\$ -	\$ -	\$ -	\$ -	\$ -

CITY OF COTTAGE GROVE

5 YEAR CAPITAL IMPROVEMENT BUDGET

2023-2027 CAPITAL IMPROVEMENT PROGRAM

Project Title CR 74 Trail	Project Description 2024 - 50% Cost Share with County for addition of trail along south side of CR 74 (65th Street) from Meadowgrass to Hadley (\$315,000 TPC)
Department	

Funding Sources	2023	2024	2025	2026	2027
Tax Levy					
Bonded Debt					
State of Minnesota/MSA					
Washington County		157,500			
Federal/Grant Funding					
Area funds					
Utility funds					
Assessment/Developer Fees					
Other:		157,500			
TOTAL	0	315,000	0		0
Project Expenses	2023	2024	2025	2026	2027
Land/Easements					
Engineering		95,000			
Admin/Legal					
Construction		220,000			
maintenance					
Other					
TOTAL	0	315,000	0		0
Project Balance	\$ -	\$ -	\$ -	\$ -	\$ -

CITY OF COTTAGE GROVE

5 YEAR CAPITAL IMPROVEMENT BUDGET

2023-2027 CAPITAL IMPROVEMENT PROGRAM

Project Title River Oaks Hwy 61 RCUT	Project Description 2024 - Conversion of River Oaks access into a reduced conflict U-Turn intersection
Department Public Works	

Funding Sources	2023	2024	2025	2026	2027
Tax Levy					
Bonded Debt					
State of Minnesota/MSA					
Washington County					
Federal/Grant Funding		710,000			
Area funds					
Utility funds					
Assessments/Developer fees					
Other:		500,000			
TOTAL	-	1,210,000	-	-	-

Project Expenses	2023	2024	2025	2026	2027
Land/Easements					
Engineering		363,000			
Admin/Legal					
Construction		847,000			
Machinery & equipment					
Other					
TOTAL	-	1,210,000	-	-	-
Project Balance	\$ -	\$ -	\$ -	\$ -	\$ -

CITY OF COTTAGE GROVE

5 YEAR CAPITAL IMPROVEMENT BUDGET

2023-2027 CAPITAL IMPROVEMENT PROGRAM

Project Title 103rd St Railroad Bridge	Project Description 2027 - Reconstruct 103rd Street railroad bridge
Department Public Works	

Funding Sources	2023	2024	2025	2026	2027
Tax Levy					
Bonded Debt					
State of Minnesota/MSA					2,000,000
Washington County					
Federal/Grant Funding					6,000,000
Area funds					
Utility funds					
Assessments/Developer funds					
Other:					
TOTAL	0	0	0	0	8,000,000

Project Expenses	2023	2024	2025	2026	2027
Land/Easements					
Engineering					2,400,000
Admin/Legal					
Construction					5,600,000
Machinery & equipment					
Other					
TOTAL	0	0	0	0	8,000,000

Project Balance	\$	-	\$	-	\$	-	\$	-	\$	-
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