

1. CALL TO ORDER/PLEDGE OF ALLEGIANCE

2. APPROVAL OF AGENDA

3. PRESENTATIONS, PROCLAMATIONS AND ACKNOWLEDGMENTS

- a. Public Service Week Recognition
- b. National Police Week Recognition

4. PUBLIC COMMENT

Individuals will be allowed to address the Council on subjects that are not a part of the meeting agenda. Typically, replies to the concerns expressed will be made via letter or phone call within a week or at the following council meeting.

5. RESPONSE TO PUBLIC COMMENT

6. CONSENT AGENDA

- a. Bills Listing
- b. Minutes of the April 18, 2023 Regular Meeting
- c. Minutes of the April 18, 2023 Closed Meeting Proceedings
- d. Donation Acceptance from Hosanna Church
- e. Donation Acceptance from Minnesota Energy Resource
- f. 2023 Service Agreement - RAAC
- g. Approve Subdivision Agreement for Rosewood Commons
- h. JJT Business Park 2nd Addition Accept Improvements
- i. Approve Contract Amendments - Public Works & Police Department Campus

7. PUBLIC HEARINGS

- a. 2023-2027 Capital Improvement Plan

8. UNFINISHED BUSINESS

9. NEW BUSINESS

10. ANNOUNCEMENTS

- a. City Staff Updates
- b. Upcoming Community Calendar

11. ADJOURNMENT

City Council Regular Meeting: May 2, 2023

AGENDA ITEM: Public Service Week Recognition	AGENDA SECTION: PRESENTATIONS, PROCLAMATIONS AND ACKNOWLEDGMENTS
PREPARED BY: Logan Martin, City Administrator	AGENDA NO. 3.a.
ATTACHMENTS: Proclamation	APPROVED BY: LJM
RECOMMENDED ACTION: Information only.	

BACKGROUND

Public Service Recognition Week is May 7-13, 2023. The City Council would like to thank all of the hardworking and dedicated public servants for serving our community and helping to shape a better future for Rosemount.

This week is designated by Congress and we honor the public servants who serve our nation as federal, state, county and local government employees. The hard work done here at the City does not go unnoticed and we are proud to serve and partner with the employees who work here.

To all of the public employees – you are appreciated, you make a difference every day and we honor the work you do. We are grateful for your service, your remarkable contributions and achievements, and your commitment to the community by supporting the whole person - mind, body, and spirit, our officers are better prepared to serve the community with kindness, professionalism, and respect. Thank you for your dedication and helping us provide superior service to our residents! The City of Rosemount is better with you on our team!

RECOMMENDATION

Presentation of Appreciation.

PROCLAMATION

Whereas, Americans are served every single day by public servants at the federal, state, county and city levels. These unsung heroes do the work that keeps our nation working;

Whereas, Public employees take not only jobs, but oaths;

Whereas, Many public servants, including military personnel, police officers, firefighters, health care professionals and others, risk their lives each day in service to the people of the United States and around the world;

Whereas, Day in and day out they provide the diverse services demanded by the American people of their government with efficiency and integrity; and

Whereas, Without these public servants at every level, continuity would be impossible in a democracy that regularly changes its leaders and elected officials;

Now, Therefore, I, Jeffery D. Weisensel Mayor of Rosemount Minnesota, do hereby proclaim May 7 through 13, 2023 as Public Service Recognition Week, in the City of Rosemount. All citizens are encouraged to recognize the accomplishments and contributions of government employees at all levels — federal, state, county and city.

Dated this 2nd day of May, 2023.

Mayor _____

City Council Regular Meeting: May 2, 2023

AGENDA ITEM: National Police Week Recognition	AGENDA SECTION: PRESENTATIONS, PROCLAMATIONS AND ACKNOWLEDGMENTS
PREPARED BY: Mikael Dahlstrom, Police Chief	AGENDA NO. 3.b.
ATTACHMENTS: Proclamation	APPROVED BY: LJM
RECOMMENDED ACTION: Recognize National Police Week.	

BACKGROUND

In 1962, President Kennedy proclaimed May 15 as National Peace Officers Memorial Day and the calendar week in which May 15 falls, as National Police Week. Established by a joint resolution of Congress in 1962, National Police Week pays special recognition to those law enforcement officers who have lost their lives in the line of duty for the safety and protection of others. National Police Week is a collaborative effort of many organizations dedicated to honoring America's law enforcement community.

Attached is a proclamation by the City of Rosemount identifying May 14-20, 2023 as Police Week. The proclamation will recognize the public service work performed by the dedicated members of the Rosemount Police Department.

RECOMMENDATION

Recognize National Police Week.

PROCLAMATION

Whereas, in 1962, President Kennedy proclaimed May 15 as National Peace Officers Day and the calendar week in which May 15 falls, as National Police Week. Established by a joint resolution of Congress in 1962, National Police Week pays special recognition to those law enforcements officers who have lost their lives in the line of duty for the safety and protection of others; and

Whereas, the members of the Rosemount Police Department play an essential role in safeguarding the rights and freedoms of the citizens of the City of Rosemount; and

Whereas, It is important that all citizens know and understand the duties, responsibilities, hazards and sacrifices of their law enforcement agency and that members of our law enforcement agency recognize their duty to serve the people by safeguarding life and property and by protecting all citizens against violence and disorder; and

Whereas, The men and women of the Rosemount Police Department unceasingly provide a vital public service.

Now, Therefore, I, Jeffery D. Weisensel, Mayor of Rosemount Minnesota, do hereby proclaim May 14 through 20, 2023 as “National Police Week” within the City of Rosemount and herby publicly salute the services of law enforcement officers in our community and in communities across the nation. Throughout the City of Rosemount, we urge and encourage all citizens to take time to appreciate our public safety officers and honor all peace officers who have made the ultimate sacrifice in the line of duty.

Dated this 2nd day of May, 2023.

Mayor _____

City Council Regular Meeting: May 2, 2023

AGENDA ITEM: Bills Listing	AGENDA SECTION: CONSENT AGENDA
PREPARED BY: Teah Malecha, Finance Director	AGENDA NO. 6.a.
ATTACHMENTS: April 18-27, 2023 Bills Listing	APPROVED BY: LJM
RECOMMENDED ACTION: Approve the payments.	

BACKGROUND

Attached is the April 18-27, 2023 City Council check register and recently processed automatic payments for your review.

RECOMMENDATION

Approve the payments.

VENDOR SEQUENCE

VENDOR	ITEM NO#	DESCRIPTION	BANK	CHECK	STAT	DUE DT DISC DT	GROSS BALANCE	PAYMENT DISCOUNT	OUTSTANDING

01-040435 DAKOTA ELECTRIC ASSOCIATION									
I 200001066414	3/23	STREET LIGHTS	APBNK	4/18/2023	R	4/05/2023	6,447.17	6,447.17CR	
		G/L ACCOUNT		CK: 152136			6,447.17		
	608	49508-01-381.00	ELECTRIC UTILITIES			6,447.17	STREET LIGHTS		
I 200001519073	3/23	SIREN #10	APBNK	4/18/2023	R	4/05/2023	5.00	5.00CR	
		G/L ACCOUNT		CK: 152136			5.00		
	101	43121-01-381.00	ELECTRIC UTILITIES			5.00	SIREN #10		
I 200001834654	3/23	LIFT STATION #4	APBNK	4/18/2023	R	4/05/2023	184.16	184.16CR	
		G/L ACCOUNT		CK: 152136			184.16		
	602	49454-01-381.00	ELECTRIC UTILITIES			184.16	LIFT STATION #4		
I 200002004786	3/23	CONNEMARA PARK SHELTER/LIGH	APBNK	4/18/2023	R	4/05/2023	21.23	21.23CR	
		G/L ACCOUNT		CK: 152136			21.23		
	101	45202-01-381.00	ELECTRIC UTILITIES			21.23	CONNEMARA PARK SHELTER/LIGHTS		
I 200002007870	3/23	IRRIGATION PUMP/SP CONTROL	APBNK	4/18/2023	R	4/05/2023	18.96	18.96CR	
		G/L ACCOUNT		CK: 152136			18.96		
	101	45202-01-381.00	ELECTRIC UTILITIES			18.96	IRRIGATION PUMP/SP CONTROL BLD		
I 200002009231	3/23	WELL #8	APBNK	4/18/2023	R	4/05/2023	2,303.57	2,303.57CR	
		G/L ACCOUNT		CK: 152136			2,303.57		
	601	49408-01-381.00	ELECTRIC UTILITIES			2,303.57	WELL #8		
I 200002009496	3/23	WATER TOWER #2	APBNK	4/18/2023	R	4/05/2023	263.59	263.59CR	
		G/L ACCOUNT		CK: 152136			263.59		
	601	49416-01-381.00	ELECTRIC UTILITIES			263.59	WATER TOWER #2		
I 200002079739	3/23	JAYCEE PARK SHELTER/LIGHTS	APBNK	4/18/2023	R	4/05/2023	285.69	285.69CR	
		G/L ACCOUNT		CK: 152136			285.69		
	101	45202-01-381.00	ELECTRIC UTILITIES			285.69	JAYCEE PARK SHELTER/LIGHTS		
I 200002080539	3/23	LIFT STATION #3	APBNK	4/18/2023	R	4/05/2023	211.64	211.64CR	
		G/L ACCOUNT		CK: 152136			211.64		
	602	49453-01-381.00	ELECTRIC UTILITIES			211.64	LIFT STATION #3		
I 200002112506	3/23	JAYCEE PARK TRAIL LIGHTS	APBNK	4/18/2023	R	4/05/2023	178.09	178.09CR	
		G/L ACCOUNT		CK: 152136			178.09		
	101	45202-01-381.00	ELECTRIC UTILITIES			178.09	JAYCEE PARK TRAIL LIGHTS		
I 200002868701	3/23	STORM DRAIN LIFT STATION #3	APBNK	4/18/2023	R	4/05/2023	92.91	92.91CR	
		G/L ACCOUNT		CK: 152136			92.91		
	603	49513-01-381.00	ELECTRIC UTILITIES			92.91	STORM DRAIN LIFT STATION #3		
I 200003329984	3/23	SDLS #4/LS #6	APBNK	4/18/2023	R	4/05/2023	113.93	113.93CR	
		G/L ACCOUNT		CK: 152136			113.93		
	603	49514-01-381.00	ELECTRIC UTILITIES			22.79	SDLS #4/LS #6		

VENDOR SEQUENCE

VENDOR	ITEM NO#	DESCRIPTION	BANK	CHECK	STAT	DUE DT DISC DT	GROSS BALANCE	PAYMENT DISCOUNT	OUTSTANDING
		602 49456-01-381.00	ELECTRIC UTILITIES			91.14	SDLS #4/LS #6		
I 200003564457	3/23	METERED TUNNEL LIGHTS	APBNK	4/18/2023	R	4/05/2023	17.57	17.57CR	
		G/L ACCOUNT		CK: 152136			17.57		
		608 49508-01-381.00	ELECTRIC UTILITIES			17.57	METERED TUNNEL LIGHTS		
I 200003949690	3/23	LIFT STATION #9	APBNK	4/18/2023	R	4/05/2023	123.74	123.74CR	
		G/L ACCOUNT		CK: 152136			123.74		
		602 49457-01-381.00	ELECTRIC UTILITIES			123.74	LIFT STATION #9		
I 200004097754	3/23	STORM DRAIN LIFT STATION #6	APBNK	4/18/2023	R	4/05/2023	46.95	46.95CR	
		G/L ACCOUNT		CK: 152136			46.95		
		603 49516-01-381.00	ELECTRIC UTILITIES			46.95	STORM DRAIN LIFT STATION #6		
I 200010038900	3/23	STORM DRAIN LIFT STATION #8	APBNK	4/18/2023	R	4/05/2023	32.82	32.82CR	
		G/L ACCOUNT		CK: 152136			32.82		
		603 49518-01-381.00	ELECTRIC UTILITIES			32.82	STORM DRAIN LIFT STATION #8		
I 200010054799	3/23	LIFT STATION #5	APBNK	4/18/2023	R	4/05/2023	325.13	325.13CR	
		G/L ACCOUNT		CK: 152136			325.13		
		602 49455-01-381.00	ELECTRIC UTILITIES			325.13	LIFT STATION #5		
I 200010057891	3/23	LIFT STATION #12	APBNK	4/18/2023	R	4/05/2023	64.09	64.09CR	
		G/L ACCOUNT		CK: 152136			64.09		
		602 49462-01-381.00	ELECTRIC UTILITIES			64.09	LIFT STATION #12		
			REG. CHECK			1	10,736.24	10,736.24CR	0.00
							10,736.24	0.00	
01-081575 HOME DEPOT CREDIT SERVICE									
I 9031065		M18 IMPACT TOOL	APBNK	4/18/2023	R	4/13/2023	169.00	169.00CR	
		G/L ACCOUNT		CK: 152138			169.00		
		101 45202-01-241.00	SMALL TOOLS			169.00	M18 IMPACT TOOL		
			REG. CHECK			1	169.00	169.00CR	0.00
							169.00	0.00	
01-190095 SAM'S CLUB									
I 10054780102		CITIZEN ACADEMY FOOD	APBNK	4/18/2023	R	4/06/2023	78.60	78.60CR	
		G/L ACCOUNT		CK: 152139			78.60		
		101 42110-01-435.00	COMMUNITY ENGAGEMENT SUPPLIES			78.60	CITIZEN ACADEMY FOOD		
			REG. CHECK			1	78.60	78.60CR	0.00
							78.60	0.00	

PACKET: 06653 04/18/2023 AP CHECK RUN

VENDOR SET: 01

VENDOR SEQUENCE

VENDOR	ITEM NO#	DESCRIPTION	BANK	CHECK	STAT	DUE DT	DT	GROSS BALANCE	PAYMENT DISCOUNT	OUTSTANDING

01-240010 XCEL ENERGY										
I	6870492-3	3/23	NON METERED STREET LIGHTS	APBNK	4/18/2023	R	4/03/2023	11,918.59	11,918.59CR	
			G/L ACCOUNT		CK: 152140			11,918.59		
			608 49508-01-381.00	ELECTRIC UTILITIES			11,918.59	NON METERED STREET LIGHTS		
				REG. CHECK			1	11,918.59	11,918.59CR	0.00
								11,918.59	0.00	

PACKET: 06653 04/18/2023 AP CHECK RUN

VENDOR SET: 01

===== R E P O R T T O T A L S =====

F U N D D I S T R I B U T I O N

FUND NO#	FUND NAME	AMOUNT
101	GENERAL FUND	756.57CR
601	WATER UTILITY FUND	2,567.16CR
602	SEWER UTILITY FUND	999.90CR
603	STORM WATER UTILITY FUND	195.47CR
608	STREET LIGHT UTILITY FUND	18,383.33CR
** TOTALS **		22,902.43CR

----- TYPE OF CHECK TOTALS -----

	NUMBER	GROSS BALANCE	PAYMENT DISCOUNT	OUTSTANDING
HAND CHECKS		0.00	0.00	0.00
		0.00	0.00	
DRAFTS		0.00	0.00	0.00
		0.00	0.00	
REG-CHECKS	4	22,902.43	22,902.43CR	0.00
		22,902.43	0.00	
EFT		0.00	0.00	0.00
		0.00	0.00	
NON-CHECKS		0.00	0.00	0.00
		0.00	0.00	
ALL CHECKS	4	22,902.43	22,902.43CR	0.00
		22,902.43	0.00	

ERRORS:

0

WARNINGS:

0

4/25/2023



PACKET: 06661 04/20/23 PY Regular Payments

VENDOR SET: 01 *** DRAFT/OTHER LISTING ***

BANK : PYBNK MERCHANTS BANK - PY

VENDOR	NAME / I.D.	DESC	ITEM TYPE	PAID DATE	DISCOUNT	AMOUNT	ITEM NO#	ITEM AMOUNT
011310	AFLAC							
	I-161202304199340	AFLAC INSURANCE PREMIUMS	D	4/20/2023		352.34CR	001458	
	I-162202304199340	AFLAC INSURANCE PREMIUMS	D	4/20/2023		267.84CR	001458	620.18
005806	BPAS-BENEFIT PLANS ADMIN SRVS							
	I-250202304199340	VEBA - EMPLOYEE CONTRIBUTIONS	D	4/20/2023		105.00CR	001459	105.00
002708	GUARDIAN							
	C-202304199343	DENTAL GOM DISCOUNT	D	4/20/2023		20.00	001460	
	I-111202304059241	DENTAL INSURANCE PREMIUMS	D	4/20/2023		1,195.60CR	001460	
	I-111202304199340	DENTAL INSURANCE PREMIUMS	D	4/20/2023		1,195.60CR	001460	
	I-112202304059241	DENTAL INSURANCE PREMIUMS	D	4/20/2023		1,788.70CR	001460	
	I-112202304199340	DENTAL INSURANCE PREMIUMS	D	4/20/2023		1,788.70CR	001460	
	I-202304199342	DENTAL INSURANCE PREMIUMS	D	4/20/2023		117.60CR	001460	6,066.20
000003	INTERNAL REVENUE SERVICE							
	I-T1 202304199340	FEDERAL WITHHOLDING	D	4/20/2023		32,717.00CR	001461	
	I-T3 202304199340	FICA W/H & CONTRIBUTIONS	D	4/20/2023		27,846.56CR	001461	
	I-T4 202304199340	MEDICARE W/H & CONTRIBUTIONS	D	4/20/2023		13,401.74CR	001461	73,965.30
004117	MEDICA							
	I-101202304059241	HEALTH INSURANCE PREMIUMS	D	4/20/2023		4,655.60CR	001462	
	I-101202304199340	HEALTH INSURANCE PREMIUMS	D	4/20/2023		4,655.60CR	001462	
	I-104202304059241	HEALTH INSURANCE PREMIUMS	D	4/20/2023		13,388.40CR	001462	
	I-104202304199340	HEALTH INSURANCE PREMIUMS	D	4/20/2023		13,388.40CR	001462	
	I-106202304059241	HEALTH INSURANCE PREMIUMS	D	4/20/2023		18,608.98CR	001462	
	I-106202304199340	HEALTH INSURANCE PREMIUMS	D	4/20/2023		18,608.98CR	001462	
	I-107202304059241	HEALTH INSURANCE PREMIUMS	D	4/20/2023		20,582.70CR	001462	
	I-107202304199340	HEALTH INSURANCE PREMIUMS	D	4/20/2023		20,582.70CR	001462	
	I-202304199341	HEALTH INSURANCE PREMIUMS	D	4/20/2023		5,655.71CR	001462	120,127.07
000004	MN DEPT OF REVENUE							
	I-T2 202304199340	MN STATE WITHHOLDING	D	4/20/2023		15,903.21CR	001463	15,903.21
002238	MN STATE RETIREMENT SYSTEM							
	I-260202304199340	MSRS-EMPLOYEE CONTRIBUTION	D	4/20/2023		585.00CR	001464	
	I-262202304199340	MSRS-EMPLOYEE CONTRIBUTION	D	4/20/2023		881.86CR	001464	
	I-263202304199340	MSRS-EMPLOYEE CONTRIBUTION	D	4/20/2023		700.00CR	001464	
	I-264202304199340	MSRS-EMPLOYEE CONTRIBUTION	D	4/20/2023		510.00CR	001464	
	I-350202304199340	DEFERRED COMP WITHHOLDING	D	4/20/2023		4,372.00CR	001464	
	I-351202304199340	DEFERRED COMP WITHHOLDING	D	4/20/2023		319.29CR	001464	
	I-352202304199340	ROTH 457 CONTRIBUTIONS	D	4/20/2023		735.00CR	001464	
	I-353202304199340	ROTH 457 CONTRIBUTIONS	D	4/20/2023		956.94CR	001464	
	I-354202304199340	DEF COMP W/H INS. WAIVER	D	4/20/2023		3,640.00CR	001464	12,700.09

PACKET: 06661 04/20/23 PY Regular Payments

VENDOR SET: 01 *** DRAFT/OTHER LISTING ***

BANK : PYBNK MERCHANTS BANK - PY

VENDOR	NAME / I.D.	DESC	ITEM TYPE	PAID DATE	DISCOUNT	AMOUNT	ITEM NO#	ITEM AMOUNT
140290	NATIONWIDE RETIREMENT	SOL						
	I-310202304199340	DEFERRED COMP WITHHOLDING	D	4/20/2023		4,506.39CR	001465	
	I-311202304199340	DEFERRED COMP WITHHOLDING	D	4/20/2023		801.39CR	001465	
	I-312202304199340	DEF COMP W/H INS. WAIVER	D	4/20/2023		2,073.92CR	001465	
	I-340202304199340	ROTH 457 CONTRIBUTIONS	D	4/20/2023		1,938.92CR	001465	
	I-341202304199340	ROTH 457 CONTRIBUTIONS	D	4/20/2023		141.36CR	001465	9,461.98
140295	NATIONWIDE RETIREMENT	SOL						
	I-320202304199340	DEFERRED COMP W/H - PT'ERS	D	4/20/2023		12,569.57CR	001466	12,569.57
162110	PUBLIC EMPLOYEE							
	I-300202304199340	PERA W/H - COORDINATED	D	4/20/2023		31,878.86CR	001467	
	I-301202304199340	PERA W/H - POLICE DEPT	D	4/20/2023		35,918.42CR	001467	67,797.28
004118	SUN LIFE FINANCIAL							
	C-202304209345	LONG TERM DISABILITY PREMIUMS	D	4/20/2023		0.27	001468	
	C-202304209346	SHORT TERM DISABILITY PREMIUMS	D	4/20/2023		0.12	001468	
	I-141202304059241	GROUP LIFE INS PREMIUMS	D	4/20/2023		75.48CR	001468	
	I-141202304199340	GROUP LIFE INS PREMIUMS	D	4/20/2023		74.37CR	001468	
	I-142202304059241	GROUP LIFE INS PREMIUMS	D	4/20/2023		35.04CR	001468	
	I-142202304199340	GROUP LIFE INS PREMIUMS	D	4/20/2023		37.96CR	001468	
	I-150202304059241	SUPPL. LIFE INS PREMIUMS	D	4/20/2023		567.50CR	001468	
	I-150202304199340	SUPPL. LIFE INS PREMIUMS	D	4/20/2023		568.62CR	001468	
	I-170202304059241	LONG TERM DISABILITY PREMIUMS	D	4/20/2023		852.86CR	001468	
	I-170202304199340	LONG TERM DISABILITY PREMIUMS	D	4/20/2023		852.86CR	001468	
	I-190202304059241	SHORT TERM DISABILITY PREMIUMS	D	4/20/2023		869.69CR	001468	
	I-190202304199340	SHORT TERM DISABILITY PREMIUMS	D	4/20/2023		869.69CR	001468	
	I-202304209344	LIFE INSURANCE PREMIUMS	D	4/20/2023		62.18CR	001468	4,865.86
005807	WEX HEALTH INC							
	I-230202304199340	HSA - EMPLOYEE CONTRIBUTION	D	4/20/2023		3,622.90CR	001469	3,622.90

* * T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	0	0.00	0.00	0.00
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	12	0.00	327,804.64	327,804.64
VOID CHECKS:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
CORRECTIONS:	0	0.00	0.00	0.00
REGISTER TOTALS:	12	0.00	327,804.64	327,804.64
TOTAL ERRORS:	0	TOTAL WARNINGS:	0	

VENDOR	NAME / I.D.	DESC	ITEM TYPE	PAID DATE	DISCOUNT	AMOUNT	ITEM NO#	ITEM AMOUNT
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** POSTING PERIOD RECAP **

FUND	PERIOD	AMOUNT

101	4/2023	280,857.26CR
201	4/2023	2,222.50CR
601	4/2023	12,742.42CR
602	4/2023	12,742.46CR
603	4/2023	12,780.90CR
650	4/2023	6,459.10CR
=====		
ALL		327,804.64CR

4/20/2023

Jeah Malecha

PACKET: 06662 04/27/2023 AP CHECK RUN

VENDOR SET: 01

VENDOR SEQUENCE

VENDOR	ITEM NO#	DESCRIPTION	BANK	CHECK	STAT	DUE DT	DISC DT	GROSS BALANCE	PAYMENT DISCOUNT	OUTSTANDING

01-004255 A-1 COMPRESSOR SERVICE										
I 7024		REPAIR AIR COMPRESSOR	APBNK	4/27/2023	R	3/15/2023		312.00	312.00CR	
		G/L ACCOUNT		CK: 152141				312.00		
	101	41940-01-401.00	CONTRACTED	BUILDING REPAIRS			312.00	REPAIR AIR COMPRESSOR		
				REG. CHECK			1	312.00	312.00CR	0.00
								312.00	0.00	

01-004555 ABT MAILCOM										
I 45062		MONTHLY OUTSOURCING-UB BILL	APBNK	4/27/2023	R	4/20/2023		1,852.80	1,852.80CR	
		G/L ACCOUNT		CK: 152142				1,852.80		
	601	49400-01-313.00	OUTSOURCE	BILL PRINT/MAIL			555.84	MONTHLY OUTSOURCING-UB BILLS		
	602	49450-01-313.00	OUTSOURCE	BILL PRINT/MAIL			555.84	MONTHLY OUTSOURCING-UB BILLS		
	603	49500-01-313.00	OUTSOURCE	BILL PRINT/MAIL			555.84	MONTHLY OUTSOURCING-UB BILLS		
	608	49508-01-313.00	OUTSOURCE	BILL PRINT/MAIL			185.28	MONTHLY OUTSOURCING-UB BILLS		
				REG. CHECK			1	1,852.80	1,852.80CR	0.00
								1,852.80	0.00	

01-003860 ACCELERATED TECHNOLOGIES LL										
I 10164		AV EQUIPMENT & INSTALLATION	APBNK	4/27/2023	R	4/04/2023		18,952.98	18,952.98CR	
		G/L ACCOUNT		CK: 152143				18,952.98		
	202	49002-01-524.00	BUILDING & STRUCTURE	PURCHASES			18,952.98	AV EQUIPMENT & INSTALLATION		
				REG. CHECK			1	18,952.98	18,952.98CR	0.00
								18,952.98	0.00	

01-004026 ALERUS										
I C139038		COBRA MONTHLY SRV FEE-MAR 2	APBNK	4/20/2023	D	4/07/2023		50.00	50.00CR	
		G/L ACCOUNT		CK: 001470				50.00		
	101	41320-31-319.00	OTHER PROFESSIONAL	SERVICES			50.00	COBRA MONTHLY SRV FEE-MAR 2023		
				DRAFTS			1	50.00	50.00CR	0.00
								50.00	0.00	

VENDOR SEQUENCE

VENDOR	ITEM NO#	DESCRIPTION	BANK	CHECK	STAT	DUE DT DISC DT	GROSS BALANCE	PAYMENT DISCOUNT	OUTSTANDING

01-005926 BETTY ANDERSON									
I	2023-0120	PERMIT 4483-DAMAGE DEPOSIT	APBNK	4/27/2023	R	4/17/2023	300.00	300.00CR	
		G/L ACCOUNT		CK: 152144			300.00		
	101 22005	REFUNDS PAYABLE - P&R				300.00	PERMIT 4483-DAMAGE DEPOSIT		
		REG. CHECK				1	300.00	300.00CR	0.00
							300.00	0.00	

01-011644 APPLE FORD LINCOLN AV									
I	A1CB287573	BEARCAT PARTS AND LABOR	APBNK	4/27/2023	R	4/19/2023	498.28	498.28CR	
		G/L ACCOUNT		CK: 152145			498.28		
	101 43100-01-404.00	CONTRACTED MACH & EQUIP SERV				498.28	BEARCAT PARTS AND LABOR		
		REG. CHECK				1	498.28	498.28CR	0.00
							498.28	0.00	

01-003889 BERRY COFFEE COMPANY									
I	950691	COFFEE SUPPLIES FOR SC	APBNK	4/27/2023	R	4/20/2023	91.35	91.35CR	
		G/L ACCOUNT		CK: 152146			91.35		
	101 45100-30-219.00	OTHER OPERATING SUPPLIES				91.35	COFFEE SUPPLIES FOR SC		
		REG. CHECK				1	91.35	91.35CR	0.00
							91.35	0.00	

01-004321 BHE COMMUNITY SOLAR LLC									
I	11755315	FEBRUARY SOLAR SUBSCRIPTION	APBNK	4/27/2023	R	3/31/2023	1,818.79	1,818.79CR	
		G/L ACCOUNT		CK: 152147			1,818.79		
	601 49409-01-381.00	ELECTRIC UTILITIES				1,524.77	FEBRUARY SOLAR SUBSCRIPTIONS		
	601 49425-01-381.00	ELECTRIC UTILITIES				294.02	FEBRUARY SOLAR SUBSCRIPTIONS		
		REG. CHECK				1	1,818.79	1,818.79CR	0.00
							1,818.79	0.00	

01-003811 BLACKFIRE CREATIVE									
I	4941	3550 SQUAD GRAPHIC REMOVAL	APBNK	4/27/2023	R	3/15/2021	350.00	350.00CR	
		G/L ACCOUNT		CK: 152148			350.00		
	207 49007-01-576.00	OTHER EQUIPMENT PURCHASES				350.00	3550 SQUAD GRAPHIC REMOVAL		
I	5667	3540 SQUAD GRAPHICS REPLACE	APBNK	4/27/2023	R	12/10/2021	161.32	161.32CR	
		G/L ACCOUNT		CK: 152148			161.32		
	207 49007-01-576.00	OTHER EQUIPMENT PURCHASES				161.32	3540 SQUAD GRAPHICS REPLACED		

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VENDOR SEQUENCE

VENDOR	ITEM NO#	DESCRIPTION	BANK	CHECK	STAT	DUE DT	DISC DT	GROSS BALANCE	PAYMENT DISCOUNT	OUTSTANDING

I 6589		SQUAD 35130 GRAPHICS REPLAC	APBNK	4/27/2023	R	3/01/2023		935.00	935.00CR	
		G/L ACCOUNT		CK: 152148				935.00		
	206	49006-01-409.00	OTHER CONTRACTED REPAIR & MAIN				935.00	SQUAD 35130 GRAPHICS REPLACED		
I 6604		3520 SQUAD GRAPHICS	APBNK	4/27/2023	R	3/06/2023		2,200.00	2,200.00CR	
		G/L ACCOUNT		CK: 152148				2,200.00		
	207	49007-01-576.00	OTHER EQUIPMENT PURCHASES				2,200.00	3520 SQUAD GRAPHICS		
I 6630		SQUAD 3520 GRAPHIC REMOVAL	APBNK	4/27/2023	R	3/28/2023		475.00	475.00CR	
		G/L ACCOUNT		CK: 152148				475.00		
	207	49007-01-576.00	OTHER EQUIPMENT PURCHASES				475.00	SQUAD 3520 GRAPHIC REMOVAL		
			REG. CHECK				1	4,121.32	4,121.32CR	0.00
								4,121.32	0.00	

01-002665 BRIDGE TOWER OPCO, LLC										
I 745122119		2023 SIP REQUEST FOR BIDS	APBNK	4/27/2023	R	4/14/2023		208.12	208.12CR	
		G/L ACCOUNT		CK: 152149				208.12		
	486	48000-01-351.00	LEGAL NOTICES PUBLISHING				208.12	2023 SIP REQUEST FOR BIDS		
			REG. CHECK				1	208.12	208.12CR	0.00
								208.12	0.00	

01-000460 BTR OF MINNESOTA LLC										
I 42359		FAN 9 PS 12V	APBNK	4/27/2023	R	4/20/2023		126.01	126.01CR	
		G/L ACCOUNT		CK: 152150				126.01		
	101	43100-01-221.00	EQUIPMENT PARTS				126.01	FAN 9 PS 12V		
			REG. CHECK				1	126.01	126.01CR	0.00
								126.01	0.00	

01-004103 BUSINESS ESSENTIALS										
I WO-1238969-1		3-RING BINDER & BATTERIES	APBNK	4/27/2023	R	4/14/2023		110.36	110.36CR	
		G/L ACCOUNT		CK: 152151				110.36		
	101	41810-01-209.00	OTHER OFFICE SUPPLIES				110.36	3-RING BINDER & BATTERIES		
I WO-1239343-1		MISC OFFICE SUPPLIES/STOCK	APBNK	4/27/2023	R	4/18/2023		585.87	585.87CR	
		G/L ACCOUNT		CK: 152151				585.87		
	101	41810-01-209.00	OTHER OFFICE SUPPLIES				488.83	MISC OFFICE SUPPLIES/STOCK		
	101	41810-01-203.00	PRINTED FORMS & PAPER				97.04	MISC OFFICE SUPPLIES/STOCK		
			REG. CHECK				1	696.23	696.23CR	0.00
								696.23	0.00	

VENDOR SEQUENCE

VENDOR	ITEM NO#	DESCRIPTION	BANK	CHECK	STAT	DUE DT DISC DT	GROSS BALANCE	PAYMENT DISCOUNT	OUTSTANDING

01-003796 CAMPBELL KNUTSON PA									
I 2023-0130		MARCH LEGAL SERVICES	APBNK	4/27/2023	R	3/31/2023	10,003.73	10,003.73CR	
		G/L ACCOUNT		CK: 152152			10,003.73		
	101 42110-01-304.00	LEGAL FEES				10,003.73	MARCH LEGAL SERVICES		
				REG. CHECK		1	10,003.73	10,003.73CR	0.00
							10,003.73	0.00	

01-004169 CCP NI MASTER TENANT 4, LLC									
I MAR 2023		MONTHLY SOLAR SUBSCRIPTIONS	APBNK	4/27/2023	R	4/19/2023	3,319.98	3,319.98CR	
		G/L ACCOUNT		CK: 152153			3,319.98		
	101 41940-01-381.00	ELECTRIC UTILITIES				1,116.11	MONTHLY SOLAR SUBSCRIPTIONS		
	601 49414-01-381.00	ELECTRIC UTILITIES				1,639.58	MONTHLY SOLAR SUBSCRIPTIONS		
	601 49407-01-381.00	ELECTRIC UTILITIES				564.29	MONTHLY SOLAR SUBSCRIPTIONS		
				REG. CHECK		1	3,319.98	3,319.98CR	0.00
							3,319.98	0.00	

01-002078 CDW GOVERNMENT INC									
I HW52029		DRIVES FOR INVESTIGATIONS (	APBNK	4/27/2023	R	4/10/2023	206.61	206.61CR	
		G/L ACCOUNT		CK: 152154			206.61		
	101 42110-01-392.00	P.C. ACCESSORIES & SUPPLIES				206.61	DRIVES FOR INVESTIGATIONS (3)		
I HZ40705		KEYBOARD-K. WUBBEN	APBNK	4/27/2023	R	4/13/2023	54.38	54.38CR	
		G/L ACCOUNT		CK: 152154			54.38		
	101 41520-01-392.00	P.C. ACCESSORIES & SUPPLIES				54.38	KEYBOARD-K. WUBBEN		
				REG. CHECK		1	260.99	260.99CR	0.00
							260.99	0.00	

01-030498 CENTRAL TURF & IRRIGATION S									
I 50253435-00		IRRIGATION PARTS	APBNK	4/27/2023	R	4/10/2023	53.30	53.30CR	
		G/L ACCOUNT		CK: 152155			53.30		
	101 45202-01-221.00	EQUIPMENT PARTS				53.30	IRRIGATION PARTS		
I 50253469-00		IRRIGATION PARTS	APBNK	4/27/2023	R	4/12/2023	90.00	90.00CR	
		G/L ACCOUNT		CK: 152155			90.00		
	101 45202-01-221.00	EQUIPMENT PARTS				90.00	IRRIGATION PARTS		
I 50253565-00		IRRIGATION PARTS	APBNK	4/27/2023	R	4/17/2023	23.98	23.98CR	
		G/L ACCOUNT		CK: 152155			23.98		
	101 45202-01-221.00	EQUIPMENT PARTS				23.98	IRRIGATION PARTS		

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VENDOR SEQUENCE

VENDOR	ITEM NO#	DESCRIPTION	BANK	CHECK	STAT	DUE DT	DISC DT	GROSS BALANCE	PAYMENT DISCOUNT	OUTSTANDING
				REG. CHECK		1		167.28	167.28CR	0.00
								167.28	0.00	
01-000424 CERTIFIED RECYCLING LLC										
I 72323		DRYER DISPOSAL	APBNK	4/27/2023	R	3/16/2023		20.00	20.00CR	
		G/L ACCOUNT		CK: 152156				20.00		
	101 43121-01-384.00	REFUSE DISPOSAL					20.00	DRYER DISPOSAL		
				REG. CHECK		1		20.00	20.00CR	0.00
								20.00	0.00	
01-002754 CHARTER COMMUNICATIONS										
I 0000361032523		FIRE STATION 1 CABLE	APBNK	4/27/2023	R	3/25/2023		16.84	16.84CR	
		G/L ACCOUNT		CK: 152157				16.84		
	101 42210-01-439.00	OTHER MISCELLANEOUS CHARGES					16.84	FIRE STATION 1 CABLE		
				REG. CHECK		1		16.84	16.84CR	0.00
								16.84	0.00	
01-030784 CINTAS CORPORATION										
I 4149891018		SC FLOOR MATS	APBNK	4/27/2023	R	3/20/2023		52.95	52.95CR	
		G/L ACCOUNT		CK: 152158				52.95		
	101 45100-30-401.00	CONTRACTED BUILDING REPAIRS					52.95	SC FLOOR MATS		
I 4149891076		RCC FLOOR MATS	APBNK	4/27/2023	R	3/20/2023		286.50	286.50CR	
		G/L ACCOUNT		CK: 152158				286.50		
	101 45100-01-401.00	CONTRACTED BUILDING REPAIRS					95.97	RCC FLOOR MATS		
	650 45130-01-401.00	CONTRACTED BUILDING REPAIRS					190.53	RCC FLOOR MATS		
I 4151292093		SC FLOOR MATS	APBNK	4/27/2023	R	4/03/2023		52.95	52.95CR	
		G/L ACCOUNT		CK: 152158				52.95		
	101 45100-30-401.00	CONTRACTED BUILDING REPAIRS					52.95	SC FLOOR MATS		
I 4151292115		RCC FLOOR MATS	APBNK	4/27/2023	R	4/03/2023		45.75	45.75CR	
		G/L ACCOUNT		CK: 152158				45.75		
	101 45100-01-401.00	CONTRACTED BUILDING REPAIRS					45.75	RCC FLOOR MATS		
I 4152709859		MATS @ FS #2	APBNK	4/27/2023	R	4/17/2023		20.00	20.00CR	
		G/L ACCOUNT		CK: 152158				20.00		
	101 41940-01-319.00	OTHER PROFESSIONAL SERVICES					20.00	MATS @ FS #2		
I 4152709906		MATS & TOWELS @ MAINT BLDG	APBNK	4/27/2023	R	4/17/2023		42.75	42.75CR	
		G/L ACCOUNT		CK: 152158				42.75		
	101 43100-01-211.00	CLEANING SUPPLIES					33.75	MATS & TOWELS @ MAINT BLDG		

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VENDOR SEQUENCE

VENDOR	ITEM NO#	DESCRIPTION	BANK	CHECK	STAT	DUE DT DISC DT	GROSS BALANCE	PAYMENT DISCOUNT	OUTSTANDING
		101 41940-01-319.00	OTHER PROFESSIONAL SERVICES			9.00	MATS & TOWELS @ MAINT BLDG		
I 4152709927		MATS @ CARPENTER SHOP	APBNK	4/27/2023	R	4/17/2023	22.75	22.75CR	
		G/L ACCOUNT		CK: 152158			22.75		
		101 41940-01-319.00	OTHER PROFESSIONAL SERVICES			22.75	MATS @ CARPENTER SHOP		
I 4152709953		MATS @ PW OFFICE BLDG	APBNK	4/27/2023	R	4/17/2023	68.25	68.25CR	
		G/L ACCOUNT		CK: 152158			68.25		
		101 41940-01-319.00	OTHER PROFESSIONAL SERVICES			68.25	MATS @ PW OFFICE BLDG		
I 4152709960		MATS @ CITY HALL	APBNK	4/27/2023	R	4/17/2023	86.25	86.25CR	
		G/L ACCOUNT		CK: 152158			86.25		
		101 41940-01-319.00	OTHER PROFESSIONAL SERVICES			86.25	MATS @ CITY HALL		
I 4152710006		MATS @ POLICE	APBNK	4/27/2023	R	4/17/2023	48.75	48.75CR	
		G/L ACCOUNT		CK: 152158			48.75		
		101 41940-01-319.00	OTHER PROFESSIONAL SERVICES			48.75	MATS @ POLICE		
I 4152710127		SC FLOOR MATS	APBNK	4/27/2023	R	4/17/2023	52.95	52.95CR	
		G/L ACCOUNT		CK: 152158			52.95		
		101 45100-30-401.00	CONTRACTED BUILDING REPAIRS			52.95	SC FLOOR MATS		
I 4152710190		MATS @ FS #1	APBNK	4/27/2023	R	4/17/2023	20.00	20.00CR	
		G/L ACCOUNT		CK: 152158			20.00		
		101 41940-01-319.00	OTHER PROFESSIONAL SERVICES			20.00	MATS @ FS #1		
			REG. CHECK			1	799.85	799.85CR	0.00
							799.85	0.00	
01-030974 CITY OF ST PAUL									
I IN53135		PDI TRAINING COURSE	APBNK	4/27/2023	R	3/09/2023	400.00	400.00CR	
		G/L ACCOUNT		CK: 152160			400.00		
		101 42110-01-437.00	CONFERENCES & SEMINARS			400.00	PDI TRAINING COURSE		
			REG. CHECK			1	400.00	400.00CR	0.00
							400.00	0.00	
01-031370 COLLINS ELECTRICAL CONSTR C									
I 2331047.01		JC SHELTER LIGHT LENSES	APBNK	4/27/2023	R	4/18/2023	383.78	383.78CR	
		G/L ACCOUNT		CK: 152161			383.78		
		206 49006-01-409.00	OTHER CONTRACTED REPAIR & MAIN			383.78	JC SHELTER LIGHT LENSES		
			REG. CHECK			1	383.78	383.78CR	0.00
							383.78	0.00	

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VENDOR SEQUENCE

VENDOR	ITEM NO#	DESCRIPTION	BANK	CHECK	STAT	DUE DT DISC DT	GROSS BALANCE	PAYMENT DISCOUNT	OUTSTANDING

01-031530 COMPUTER INTEGRATION TECH									
I 347454		OFFICE 365 BACKUPS	APBNK	4/27/2023	R	4/14/2023	1,100.00	1,100.00CR	
		G/L ACCOUNT		CK: 152162			1,100.00		
	101 41520-01-391.00	P.C. MAINTENANCE				1,100.00	OFFICE 365 BACKUPS		
I 348621		MANAGED SERVER BACKUP-MAY	APBNK	4/27/2023	R	4/14/2023	2,655.00	2,655.00CR	
		G/L ACCOUNT		CK: 152162			2,655.00		
	101 41520-01-391.00	P.C. MAINTENANCE				2,655.00	MANAGED SERVER BACKUP-MAY		
		REG. CHECK				1	3,755.00	3,755.00CR	0.00
							3,755.00	0.00	

01-004927 CONCRETE & COATING LLC									
I 93005		WELL #15 FLOOR COATING	APBNK	4/27/2023	R	4/14/2023	4,640.00	4,640.00CR	
		G/L ACCOUNT		CK: 152163			4,640.00		
	601 49400-01-530.00	IMPROVEMENTS OTHER THAN BLDGS				4,640.00	WELL #15 FLOOR COATING		
		REG. CHECK				1	4,640.00	4,640.00CR	0.00
							4,640.00	0.00	

01-004242 COPPER CREEK DEVELOPMENT									
I 2023-0131		ESCROW & FEE REFUND-CP 467	APBNK	4/27/2023	R	4/21/2023	46,548.38	46,548.38CR	
		G/L ACCOUNT		CK: 152164			46,548.38		
	427 22000	DEPOSITS PAYABLE				42,500.04	ESCROW & FEE REFUND-CP 467		
	427 48000-01-303.00	ENGINEERING FEES				4,048.34	ESCROW & FEE REFUND-CP 467		
		REG. CHECK				1	46,548.38	46,548.38CR	0.00
							46,548.38	0.00	

01-004277 CORE & MAIN LP									
I S588373		IRRIGATION PARTS	APBNK	4/27/2023	R	4/04/2023	2,109.74	2,109.74CR	
		G/L ACCOUNT		CK: 152165			2,109.74		
	101 43100-01-221.00	EQUIPMENT PARTS				2,109.74	IRRIGATION PARTS		
I S605530		IRRIGATION PARTS	APBNK	4/27/2023	R	4/10/2023	210.12	210.12CR	
		G/L ACCOUNT		CK: 152165			210.12		
	101 45202-01-221.00	EQUIPMENT PARTS				210.12	IRRIGATION PARTS		
I S662331		IRRIGATION PARTS	APBNK	4/27/2023	R	4/12/2023	98.88	98.88CR	
		G/L ACCOUNT		CK: 152165			98.88		
	101 45202-01-221.00	EQUIPMENT PARTS				98.88	IRRIGATION PARTS		

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VENDOR SEQUENCE

VENDOR	ITEM NO#	DESCRIPTION	BANK	CHECK	STAT	DUE DT	DISC DT	GROSS BALANCE	PAYMENT DISCOUNT	OUTSTANDING
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I S664616		SOCKET - TITE 5 PT	APBNK	4/27/2023	R	4/13/2023		378.00	378.00CR	
		G/L ACCOUNT		CK: 152165				378.00		
	601 49400-01-241.00	SMALL TOOLS					378.00	SOCKET - TITE 5 PT		
				REG. CHECK			1	2,796.74	2,796.74CR	0.00
								2,796.74	0.00	

01-031880 CROWN RENTAL

I 384238-2		SIZZOR LIFT RENTAL	APBNK	4/27/2023	R	4/21/2023		170.00	170.00CR	
		G/L ACCOUNT		CK: 152166				170.00		
	101 45100-30-401.00	CONTRACTED BUILDING REPAIRS					170.00	SIZZOR LIFT RENTAL		
				REG. CHECK			1	170.00	170.00CR	0.00
								170.00	0.00	

01-032010 CUB FOODS #31654

I 2023-0113		VENDING/CONFERENCE ROOM POP	APBNK	4/27/2023	R	4/11/2023		178.86	178.86CR	
		G/L ACCOUNT		CK: 152167				178.86		
	101 41940-01-208.00	MISCELLANEOUS SUPPLIES					22.98	VENDING/CONFERENCE ROOM POP		
	101 41810-01-260.00	FOOD FOR RESALE					155.88	VENDING/CONFERENCE ROOM POP		
				REG. CHECK			1	178.86	178.86CR	0.00
								178.86	0.00	

01-004395 CUSHMAN MOTOR CO INC

I 207774		HOLDER PARTS	APBNK	4/27/2023	R	3/31/2023		2,519.65	2,519.65CR	
		G/L ACCOUNT		CK: 152168				2,519.65		
	101 43100-01-221.00	EQUIPMENT PARTS					2,519.65	HOLDER PARTS		
				REG. CHECK			1	2,519.65	2,519.65CR	0.00
								2,519.65	0.00	

01-004437 CUSTOM CAP & TIRE

I 270056336		REPAIR LABOR & PARTS-GRADER	APBNK	4/27/2023	R	4/11/2023		491.40	491.40CR	
		G/L ACCOUNT		CK: 152169				491.40		
	101 43100-01-404.00	CONTRACTED MACH & EQUIP SERV					491.40	REPAIR LABOR & PARTS-GRADER		
I 270056404		9 TIRES	APBNK	4/27/2023	R	4/12/2023		1,348.19	1,348.19CR	
		G/L ACCOUNT		CK: 152169				1,348.19		
	101 43100-01-222.00	TIRES					1,348.19	9 TIRES		

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VENDOR SEQUENCE

VENDOR	ITEM NO#	DESCRIPTION	BANK	CHECK	STAT	DUE DT	DISC DT	GROSS BALANCE	PAYMENT DISCOUNT	OUTSTANDING
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			REG. CHECK			1		1,839.59	1,839.59CR	0.00
								1,839.59	0.00	

01-040280 DAK CNTY PROP TAXATION/RECO

I TNT2023-34	2023 TRUTH IN TAXATION COST	APBNK	4/27/2023	R	4/21/2023			2,895.76	2,895.76CR	
	G/L ACCOUNT		CK: 152170					2,895.76		
	101 41810-01-301.00	AUDITING & ACCOUNTING SERVICES				2,895.76		2023 TRUTH IN TAXATION COSTS		
			REG. CHECK			1		2,895.76	2,895.76CR	0.00
								2,895.76	0.00	

01-040300 DAK CNTY PROP TAXATION/RECO

I 2023-0114	2023 PROPERTY TX-#347410100	APBNK	4/27/2023	R	4/13/2023			16.00	16.00CR	
	G/L ACCOUNT		CK: 152171					16.00		
	205 49005-01-530.00	IMPROVEMENTS OTHER THAN BLDGS				16.00		2023 PROPERTY TX-#347410100020		
I 2023-0115	2023 PROPERTY TX-#341635200	APBNK	4/27/2023	R	4/13/2023			486.00	486.00CR	
	G/L ACCOUNT		CK: 152171					486.00		
	205 49005-01-530.00	IMPROVEMENTS OTHER THAN BLDGS				486.00		2023 PROPERTY TX-#341635200020		
I 2023-0123	2023 PROPERTY TX-#344070100	APBNK	4/27/2023	R	4/21/2023			890.00	890.00CR	
	G/L ACCOUNT		CK: 152171					890.00		
	101 43121-01-439.00	OTHER MISCELLANEOUS CHARGES				890.00		2023 PROPERTY TX-#344070100020		
I 2023-0124	2023 PROPERTY TX-#341635100	APBNK	4/27/2023	R	4/21/2023			32.00	32.00CR	
	G/L ACCOUNT		CK: 152171					32.00		
	603 49500-01-439.00	OTHER MISCELLANEOUS CHARGES				32.00		2023 PROPERTY TX-#341635100010		
I 2023-0125	2023 PROPERTY TX-#341635200	APBNK	4/27/2023	R	4/21/2023			50.00	50.00CR	
	G/L ACCOUNT		CK: 152171					50.00		
	603 49500-01-439.00	OTHER MISCELLANEOUS CHARGES				50.00		2023 PROPERTY TX-#341635200010		
I 2023-0126	2023 PROPERTY TX-#347410100	APBNK	4/27/2023	R	4/21/2023			16.00	16.00CR	
	G/L ACCOUNT		CK: 152171					16.00		
	603 49500-01-439.00	OTHER MISCELLANEOUS CHARGES				16.00		2023 PROPERTY TX-#347410100050		
I 2023-0127	2023 PROPERTY TX-#347410100	APBNK	4/27/2023	R	4/21/2023			2.00	2.00CR	
	G/L ACCOUNT		CK: 152171					2.00		
	603 49500-01-439.00	OTHER MISCELLANEOUS CHARGES				2.00		2023 PROPERTY TX-#347410100010		
I 2023-0128	2023 PROPERTY TX-#344070100	APBNK	4/27/2023	R	4/21/2023			1,690.00	1,690.00CR	
	G/L ACCOUNT		CK: 152171					1,690.00		
	101 43121-01-439.00	OTHER MISCELLANEOUS CHARGES				1,690.00		2023 PROPERTY TX-#344070100010		

PACKET: 06662 04/27/2023 AP CHECK RUN

VENDOR SET: 01

VENDOR SEQUENCE

VENDOR	ITEM NO#	DESCRIPTION	BANK	CHECK	STAT	DUE DT DISC DT	GROSS BALANCE	PAYMENT DISCOUNT	OUTSTANDING
				REG. CHECK		1	3,182.00 3,182.00	3,182.00CR 0.00	0.00
01-005291 DAK CNTY-VSQG COLLECTION PR									
I	2023-0121	HAZARDOUS MATERIAL DISPOSAL	APBNK	4/27/2023	R	4/20/2023	132.12	132.12CR	
		G/L ACCOUNT		CK: 152173			132.12		
	650	45130-01-384.00	REFUSE DISPOSAL			132.12	HAZARDOUS MATERIAL DISPOSAL		
				REG. CHECK		1	132.12 132.12	132.12CR 0.00	0.00
01-040265 DAK COUNTY TECH COLLEGE									
I	1146358	PURSUIT REFRESHER W/CAR REN	APBNK	4/27/2023	R	3/20/2023	500.00	500.00CR	
		G/L ACCOUNT		CK: 152174			500.00		
	101	42110-01-437.00	CONFERENCES & SEMINARS			500.00	PURSUIT REFRESHER W/CAR RENTAL		
				REG. CHECK		1	500.00 500.00	500.00CR 0.00	0.00
01-005859 DAKOTA 911									
I	RO2023-05	MAY 911 FEE	APBNK	4/27/2023	R	4/03/2023	34,690.00	34,690.00CR	
		G/L ACCOUNT		CK: 152175			34,690.00		
	101	42110-01-319.00	OTHER PROFESSIONAL SERVICES			34,690.00	MAY 911 FEE		
				REG. CHECK		1	34,690.00 34,690.00	34,690.00CR 0.00	0.00
01-040040 DAKOTA AWARDS & ENGRAVING									
I	25984	NAME BADGE-STEPHEN GRUND	APBNK	4/27/2023	R	3/20/2023	11.00	11.00CR	
		G/L ACCOUNT		CK: 152176			11.00		
	201	46300-01-209.00	OTHER OFFICE SUPPLIES			11.00	NAME BADGE-STEPHEN GRUND		
I	26015	COMMISSIONER NAME PLATE & T	APBNK	4/27/2023	R	4/11/2023	22.88	22.88CR	
		G/L ACCOUNT		CK: 152176			22.88		
	101	41810-01-209.00	OTHER OFFICE SUPPLIES			22.88	COMMISSIONER NAME PLATE & TAG		
I	26047	RECOGNITION PLAQUE-D. WOLF	APBNK	4/27/2023	R	4/18/2023	41.25	41.25CR	
		G/L ACCOUNT		CK: 152176			41.25		
	101	41110-01-598.00	COUNCIL DESIGNATED			41.25	RECOGNITION PLAQUE-D. WOLF		

PACKET: 06662 04/27/2023 AP CHECK RUN

VENDOR SET: 01

VENDOR SEQUENCE

VENDOR	ITEM NO#	DESCRIPTION	BANK	CHECK	STAT	DUE DT	DISC DT	GROSS BALANCE	PAYMENT DISCOUNT	OUTSTANDING
			REG. CHECK			1		75.13	75.13CR	0.00
								75.13	0.00	
01-001935 DAKOTA COUNTY FINANCE										
I 5500243		800 MHZ RADIO SUBSCRIBER FE APBNK 4/27/2023 R				2/17/2023		3,172.88	3,172.88CR	
		G/L ACCOUNT		CK: 152177				3,172.88		
	101	42110-01-323.00 RADIO UNITS					1,213.16	800 MHZ RADIO SUBSCRIBER FEES		
	101	42210-01-329.00 OTHER COMMUNICATION COSTS					1,213.16	800 MHZ RADIO SUBSCRIBER FEES		
	101	43121-01-323.00 RADIO UNITS					149.31	800 MHZ RADIO SUBSCRIBER FEES		
	101	45202-01-323.00 RADIO UNITS					149.31	800 MHZ RADIO SUBSCRIBER FEES		
	601	49400-01-323.00 RADIO UNITS					149.31	800 MHZ RADIO SUBSCRIBER FEES		
	602	49450-01-323.00 RADIO UNITS					149.31	800 MHZ RADIO SUBSCRIBER FEES		
	603	49500-01-323.00 RADIO UNITS					149.32	800 MHZ RADIO SUBSCRIBER FEES		
I 5500448		800 MHZ RADIO SUBSCRIBER FE APBNK 4/27/2023 R				3/27/2023		3,172.88	3,172.88CR	
		G/L ACCOUNT		CK: 152177				3,172.88		
	101	42110-01-323.00 RADIO UNITS					1,213.16	800 MHZ RADIO SUBSCRIBER FEES		
	101	42210-01-329.00 OTHER COMMUNICATION COSTS					1,213.16	800 MHZ RADIO SUBSCRIBER FEES		
	101	43121-01-323.00 RADIO UNITS					149.31	800 MHZ RADIO SUBSCRIBER FEES		
	101	45202-01-323.00 RADIO UNITS					149.31	800 MHZ RADIO SUBSCRIBER FEES		
	601	49400-01-323.00 RADIO UNITS					149.31	800 MHZ RADIO SUBSCRIBER FEES		
	602	49450-01-323.00 RADIO UNITS					149.31	800 MHZ RADIO SUBSCRIBER FEES		
	603	49500-01-323.00 RADIO UNITS					149.32	800 MHZ RADIO SUBSCRIBER FEES		
I 5500462		800 MHZ RADIO SUBSCRIBER FE APBNK 4/27/2023 R				3/27/2023		3,172.88	3,172.88CR	
		G/L ACCOUNT		CK: 152177				3,172.88		
	101	42110-01-323.00 RADIO UNITS					1,213.16	800 MHZ RADIO SUBSCRIBER FEES		
	101	42210-01-329.00 OTHER COMMUNICATION COSTS					1,213.16	800 MHZ RADIO SUBSCRIBER FEES		
	101	43121-01-323.00 RADIO UNITS					149.31	800 MHZ RADIO SUBSCRIBER FEES		
	101	45202-01-323.00 RADIO UNITS					149.31	800 MHZ RADIO SUBSCRIBER FEES		
	601	49400-01-323.00 RADIO UNITS					149.31	800 MHZ RADIO SUBSCRIBER FEES		
	602	49450-01-323.00 RADIO UNITS					149.31	800 MHZ RADIO SUBSCRIBER FEES		
	603	49500-01-323.00 RADIO UNITS					149.32	800 MHZ RADIO SUBSCRIBER FEES		
			REG. CHECK			1		9,518.64	9,518.64CR	0.00
								9,518.64	0.00	
01-002994 DAKOTA UNLIMITED										
I 137398		1 - 60" BLACK CHAIN LINK APBNK 4/27/2023 R				4/18/2023		362.00	362.00CR	
		G/L ACCOUNT		CK: 152179				362.00		
	206	49006-01-409.00 OTHER CONTRACTED REPAIR & MAIN					362.00	1 - 60" BLACK CHAIN LINK		
			REG. CHECK			1		362.00	362.00CR	0.00
								362.00	0.00	

VENDOR SEQUENCE

VENDOR	ITEM NO#	DESCRIPTION	BANK	CHECK	STAT	DUE DT DISC DT	GROSS BALANCE	PAYMENT DISCOUNT	OUTSTANDING

01-040487 DALCO									
I 4070010		BUFFER FLOOR PADS	APBNK	4/27/2023	R	4/12/2023	40.76	40.76CR	
		G/L ACCOUNT		CK: 152180			40.76		
	101 45100-01-211.00	CLEANING SUPPLIES				15.49	BUFFER FLOOR PADS		
	650 45130-01-211.00	CLEANING SUPPLIES				15.49	BUFFER FLOOR PADS		
	101 11510	NATIONAL GUARD A/R				9.78	BUFFER FLOOR PADS		
		REG. CHECK				1	40.76	40.76CR	0.00
							40.76	0.00	

01-005196 DATAWORKS PLUS LLC									
I 23-664		IBIS MACHINE MAINTENANCE FE	APBNK	4/27/2023	R	4/03/2023	505.00	505.00CR	
		G/L ACCOUNT		CK: 152181			505.00		
	101 42110-01-396.00	COMPUTER MAINTENANCE				505.00	IBIS MACHINE MAINTENANCE FEE		
		REG. CHECK				1	505.00	505.00CR	0.00
							505.00	0.00	

01-005127 DIAMOND VOGEL - 805									
I 805065664		ARENA PAINT	APBNK	4/27/2023	R	4/17/2023	133.28	133.28CR	
		G/L ACCOUNT		CK: 152182			133.28		
	650 45130-01-223.00	BUILDING REPAIR SUPPLIES				133.28	ARENA PAINT		
		REG. CHECK				1	133.28	133.28CR	0.00
							133.28	0.00	

01-050213 EARL F ANDERSEN INC									
I 0132105-IN		1 ADOPT A STREET	APBNK	4/27/2023	R	3/16/2023	51.00	51.00CR	
		G/L ACCOUNT		CK: 152183			51.00		
	101 43121-01-226.00	SIGN REPAIR MATERIALS				51.00	1 ADOPT A STREET		
		REG. CHECK				1	51.00	51.00CR	0.00
							51.00	0.00	

01-050329 ECM PUBLISHERS INC									
I 940330		PH ROERS APA	APBNK	4/27/2023	R	3/31/2023	57.60	57.60CR	
		G/L ACCOUNT		CK: 152184			57.60		
	101 41810-01-351.00	LEGAL NOTICES PUBLISHING				57.60	PH ROERS APA		

PACKET: 06662 04/27/2023 AP CHECK RUN

VENDOR SET: 01

VENDOR SEQUENCE

VENDOR	ITEM NO#	DESCRIPTION	BANK	CHECK	STAT	DUE DT	DISC DT	GROSS BALANCE	PAYMENT DISCOUNT	OUTSTANDING
I 941655		PH NOTICE GENESIS RANCH	APBNK	4/27/2023	R	4/07/2023		36.00	36.00CR	
		G/L ACCOUNT		CK: 152184				36.00		
	101	41810-01-351.00	LEGAL NOTICES PUBLISHING				36.00	PH NOTICE GENESIS RANCH		
I 942687		PH PD&PW CAMPUS BID NOTICE	APBNK	4/27/2023	R	4/14/2023		223.19	223.19CR	
		G/L ACCOUNT		CK: 152184				223.19		
	101	41810-01-351.00	LEGAL NOTICES PUBLISHING				223.19	PH PD&PW CAMPUS BID NOTICE		
I 942688		2023 SIP REQUEST FOR BIDS	APBNK	4/27/2023	R	4/14/2023		237.59	237.59CR	
		G/L ACCOUNT		CK: 152184				237.59		
	486	48000-01-351.00	LEGAL NOTICES PUBLISHING				237.59	2023 SIP REQUEST FOR BIDS		
I 942689		PN PH 2023-2027 CAPITAL IMP	APBNK	4/27/2023	R	4/14/2023		57.60	57.60CR	
		G/L ACCOUNT		CK: 152184				57.60		
	101	41810-01-351.00	LEGAL NOTICES PUBLISHING				57.60	PN PH 2023-2027 CAPITAL IMP		
			REG. CHECK				1	611.98	611.98CR	0.00
								611.98	0.00	

01-050340 ECOLAB PEST

I 9081000		SC PEST CONTROL	APBNK	4/27/2023	R	3/24/2023		159.13	159.13CR	
		G/L ACCOUNT		CK: 152185				159.13		
	101	45100-30-404.00	CONTRACTED MACH & EQUIP R & M				159.13	SC PEST CONTROL		
I 9305024		RCC PEST CONTROL	APBNK	4/27/2023	R	4/06/2023		114.99	114.99CR	
		G/L ACCOUNT		CK: 152185				114.99		
	101	45100-01-404.00	CONTRACTED MACH & EQUIP R & M				43.70	RCC PEST CONTROL		
	650	45130-01-404.00	CONTRACTED MACH & EQUIP R & M				43.70	RCC PEST CONTROL		
	101	11510	NATIONAL GUARD A/R				27.59	RCC PEST CONTROL		
			REG. CHECK				1	274.12	274.12CR	0.00
								274.12	0.00	

01-004327 ENTERPRISE FM TRUST

I FBN4717280		LEASE VEHICLES-PW	APBNK	4/20/2023	D	4/05/2023		5,238.24	5,238.24CR	
		G/L ACCOUNT		CK: 001471				5,238.24		
	207	49007-01-548.00	LEASE PROGRAM-P.W. VEHICLES				4,330.35	LEASE VEHICLES-PW		
	101	43100-01-404.00	CONTRACTED MACH & EQUIP SERV				346.65	LEASE VEHICLES-PW		
	601	49400-01-548.00	LEASE PROGRAM-P.W. VEHICLES				561.24	LEASE VEHICLES-PW		
I FBN4720065		LEASE VEHICLES-PD	APBNK	4/20/2023	D	4/05/2023		3,607.97	3,607.97CR	
		G/L ACCOUNT		CK: 001471				3,607.97		
	207	49007-01-549.00	LEASE PROGRAM-POLICE VEHICLES				3,607.97	LEASE VEHICLES-PD		

VENDOR SEQUENCE

VENDOR	ITEM NO#	DESCRIPTION	BANK	CHECK	STAT	DUE DT DISC DT	GROSS BALANCE	PAYMENT DISCOUNT	OUTSTANDING
			DRAFTS			1	8,846.21 8,846.21	8,846.21CR 0.00	0.00
01-000598 ESS BROTHERS & SONS INC									
I DD1517		42 FEET 3/4" FLAT GASKET, G	APBNK	4/27/2023	R	4/11/2023	85.69	85.69CR	
		G/L ACCOUNT		CK: 152186			85.69		
	602 49450-01-227.00	UTILITY SYSTEM MAINT SUPPLIES				85.69	42 FEET 3/4" FLAT GASKET, GLUE		
I DD1683		3 MANHOLE FRAMES	APBNK	4/27/2023	R	4/19/2023	735.90	735.90CR	
		G/L ACCOUNT		CK: 152186			735.90		
	602 49450-01-227.00	UTILITY SYSTEM MAINT SUPPLIES				735.90	3 MANHOLE FRAMES		
			REG. CHECK			1	821.59 821.59	821.59CR 0.00	0.00
01-000480 FEDEX									
I 8-098-27369		COURIER FOR MCMENOMY AGREEM	APBNK	4/27/2023	R	4/12/2023	34.86	34.86CR	
		G/L ACCOUNT		CK: 152187			34.86		
	101 41810-01-322.00	POSTAGE COSTS				34.86	COURIER FOR MCMENOMY AGREEMENT		
			REG. CHECK			1	34.86 34.86	34.86CR 0.00	0.00
01-003798 FIRST ADVANTAGE OCCUPATIONA									
I 2515492303		ANNUAL ENROLLMENT	APBNK	4/27/2023	R	3/31/2023	282.40	282.40CR	
		G/L ACCOUNT		CK: 152188			282.40		
	101 41320-31-305.00	MEDICAL & DENTAL FEES				282.40	ANNUAL ENROLLMENT		
			REG. CHECK			1	282.40 282.40	282.40CR 0.00	0.00
01-000677 GERTENS									
I 293241/1		GARDEN TOOLS	APBNK	4/27/2023	R	4/17/2023	56.17	56.17CR	
		G/L ACCOUNT		CK: 152189			56.17		
	101 45202-01-241.00	SMALL TOOLS				56.17	GARDEN TOOLS		
			REG. CHECK			1	56.17 56.17	56.17CR 0.00	0.00

PACKET: 06662 04/27/2023 AP CHECK RUN

VENDOR SET: 01

VENDOR SEQUENCE

VENDOR	ITEM NO#	DESCRIPTION	BANK	CHECK	STAT	DUE DT DISC DT	GROSS BALANCE	PAYMENT DISCOUNT	OUTSTANDING

01-005693 GREAT AMERICA FINANCIAL SVC									
I 33731502		FP POSTAGE EQUIP RENTAL	APBNK	4/27/2023	D	3/27/2023	190.63	190.63CR	
		G/L ACCOUNT		CK: 001472			190.63		
	101 41810-01-413.00	OFFICE EQUIPMENT RENTAL				190.63	FP POSTAGE EQUIP RENTAL		
I 33778685		FP FPI 700 FOLDER RENTAL	APBNK	4/27/2023	D	4/03/2023	167.00	167.00CR	
		G/L ACCOUNT		CK: 001472			167.00		
	101 41810-01-413.00	OFFICE EQUIPMENT RENTAL				167.00	FP FPI 700 FOLDER RENTAL		
				DRAFTS		1	357.63	357.63CR	0.00
							357.63	0.00	

01-002218 H & L MESABI									
I 11902		GRADER PARTS	APBNK	4/27/2023	R	4/18/2023	1,345.00	1,345.00CR	
		G/L ACCOUNT		CK: 152190			1,345.00		
	101 43100-01-221.00	EQUIPMENT PARTS				1,345.00	GRADER PARTS		
				REG. CHECK		1	1,345.00	1,345.00CR	0.00
							1,345.00	0.00	

01-080050 HACH COMPANY									
I 13528512		FLUORIDE REGENTS	APBNK	4/27/2023	R	4/05/2023	378.12	378.12CR	
		G/L ACCOUNT		CK: 152191			378.12		
	601 49400-01-216.00	CHEMICALS & CHEMICAL PRODUCTS				378.12	FLUORIDE REGENTS		
				REG. CHECK		1	378.12	378.12CR	0.00
							378.12	0.00	

01-080458 HAWKINS INC									
I 6446868		CHLORINE CYLINDER RENTALS	APBNK	4/27/2023	R	4/15/2023	290.00	290.00CR	
		G/L ACCOUNT		CK: 152192			290.00		
	601 49400-01-216.00	CHEMICALS & CHEMICAL PRODUCTS				290.00	CHLORINE CYLINDER RENTALS		
				REG. CHECK		1	290.00	290.00CR	0.00
							290.00	0.00	

PACKET: 06662 04/27/2023 AP CHECK RUN

VENDOR SET: 01

VENDOR SEQUENCE

VENDOR	ITEM NO#	DESCRIPTION	BANK	CHECK	STAT	DUE DT DISC DT	GROSS BALANCE	PAYMENT DISCOUNT	OUTSTANDING

01-005432 JILL HAWTHORNE									
I	2023-0119	SUB FOR SENIOR YOGA CLASSES APBNK	4/27/2023	R	4/20/2023		240.00	240.00CR	
		G/L ACCOUNT	CK: 152193				240.00		
	101	45100-87-219.00	OTHER OPERATING SUPPLIES			240.00	SUB FOR SENIOR YOGA CLASSES		
			REG. CHECK			1	240.00	240.00CR	0.00
							240.00	0.00	

01-080905 HIGHLAND SANITATION									
I	0001076049	MARCH GARBAGE SERVICE APBNK	4/27/2023	R	3/23/2023		3,892.15	3,892.15CR	
		G/L ACCOUNT	CK: 152194				3,892.15		
	101	45100-01-384.00	REFUSAL DISPOSAL			231.15	MARCH GARBAGE SERVICE		
	650	45130-01-384.00	REFUSE DISPOSAL			217.95	MARCH GARBAGE SERVICE		
	101	45100-01-315.00	SPECIAL PROGRAMS			54.50	MARCH GARBAGE SERVICE		
	101	45100-30-384.00	REFUSE DISPOSAL			64.59	MARCH GARBAGE SERVICE		
	101	41940-01-384.00	REFUSE DISPOSAL			3,323.96	MARCH GARBAGE SERVICE		
			REG. CHECK			1	3,892.15	3,892.15CR	0.00
							3,892.15	0.00	

01-000225 HOISINGTON KOEGLER GROUP									
I	022-045-6	PROF SERV-ZONING CODE UPDAT APBNK	4/27/2023	R	4/14/2023		2,988.75	2,988.75CR	
		G/L ACCOUNT	CK: 152195				2,988.75		
	101	41910-01-319.00	OTHER PROFESIONAL SERVICES			2,988.75	PROF SERV-ZONING CODE UPDATE		
			REG. CHECK			1	2,988.75	2,988.75CR	0.00
							2,988.75	0.00	

01-003217 HOSE/CONVEYORS INC									
I	00103104	HOSE FOR BRINE TANK APBNK	4/27/2023	R	4/20/2023		49.30	49.30CR	
		G/L ACCOUNT	CK: 152196				49.30		
	101	43121-01-216.00	CHEMICALS & CHEMICAL PRODUCTS			49.30	HOSE FOR BRINE TANK		
			REG. CHECK			1	49.30	49.30CR	0.00
							49.30	0.00	

VENDOR SEQUENCE

VENDOR	ITEM NO#	DESCRIPTION	BANK	CHECK	STAT	DUE DT DISC DT	GROSS BALANCE	PAYMENT DISCOUNT	OUTSTANDING

01-004339 I & S GROUP INC									
I 91089		BONAIRE PATH WEST TRAIL	APBNK	4/27/2023	R	3/31/2023	3,871.97	3,871.97CR	
		G/L ACCOUNT		CK: 152197			3,871.97		
	205 49005-01-537.00	IMPROVEMENTS OTHER THAN BLDGS				3,871.97	BONAIRE PATH WEST TRAIL		
		REG. CHECK				1	3,871.97	3,871.97CR	0.00
							3,871.97	0.00	

01-002546 INDEPENDENT SCH DIST #196									
I 2023-0129		PERMIT 4900-DAMAGE DEPOSIT	APBNK	4/27/2023	R	4/24/2023	300.00	300.00CR	
		G/L ACCOUNT		CK: 152198			300.00		
	101 22005	REFUNDS PAYABLE - P&R				300.00	PERMIT 4900-DAMAGE DEPOSIT		
		REG. CHECK				1	300.00	300.00CR	0.00
							300.00	0.00	

01-002700 INNOVATIVE OFFICE SOLUTIONS									
I ORDER# 217233		SC CHAIRS & TABLE CARTS	APBNK	4/27/2023	R	4/12/2023	15,839.57	15,839.57CR	
		G/L ACCOUNT		CK: 152199			15,839.57		
	202 49002-01-523.00	BUILDING & STRUCTURE PURCHASES				15,839.57	SC CHAIRS & TABLE CARTS		
		REG. CHECK				1	15,839.57	15,839.57CR	0.00
							15,839.57	0.00	

01-000306 INSPECTRON INC									
I 2023-556		INSPECTRON SRV MARCH 2023	APBNK	4/27/2023	R	4/11/2023	5,475.00	5,475.00CR	
		G/L ACCOUNT		CK: 152200			5,475.00		
	101 41910-01-319.00	OTHER PROFESIONAL SERVICES				5,475.00	INSPECTRON SRV MARCH 2023		
		REG. CHECK				1	5,475.00	5,475.00CR	0.00
							5,475.00	0.00	

01-003699 JANI-KING OF MINNESOTA									
I MIN04230228		RCC EVENT CLEANING - MARCH	APBNK	4/27/2023	R	4/06/2023	840.00	840.00CR	
		G/L ACCOUNT		CK: 152201			840.00		
	101 45100-01-312.00	CUSTODIAL SERVICES				840.00	RCC EVENT CLEANING - MARCH		
		REG. CHECK				1	840.00	840.00CR	0.00
							840.00	0.00	

VENDOR SEQUENCE

VENDOR	ITEM NO#	DESCRIPTION	BANK	CHECK	STAT	DUE DT DISC DT	GROSS BALANCE	PAYMENT DISCOUNT	OUTSTANDING

01-110314 KENNEDY & GRAVEN CHARTERED									
I 173797		LIFE TIME LEGAL FEES	APBNK	4/27/2023	R	4/10/2023	8,359.00	8,359.00CR	
		G/L ACCOUNT		CK: 152202			8,359.00		
	202	49002-01-521.00	BUILDING & STRUCTURE PURCHASES			8,359.00	LIFE TIME LEGAL FEES		
I 173849		MARCH RETAINER-ADMIN	APBNK	4/27/2023	R	4/18/2023	900.55	900.55CR	
		G/L ACCOUNT		CK: 152202			900.55		
	101	41810-01-304.00	LEGAL FEES			900.55	MARCH RETAINER-ADMIN		
I 173850		MARCH RETAINER-ENG & PW	APBNK	4/27/2023	R	4/18/2023	1,500.93	1,500.93CR	
		G/L ACCOUNT		CK: 152202			1,500.93		
	486	48000-01-304.00	LEGAL FEES			680.31	MARCH RETAINER-ENG & PW		
	603	49500-01-304.00	LEGAL FEES			480.31	MARCH RETAINER-ENG & PW		
	421	48000-01-304.00	LEGAL FEES			340.31	MARCH RETAINER-ENG & PW		
I 173851		MARCH RETAINER-PLANNING	APBNK	4/27/2023	R	4/18/2023	630.39	630.39CR	
		G/L ACCOUNT		CK: 152202			630.39		
	101	41910-01-319.00	OTHER PROFESIONAL SERVICES			630.39	MARCH RETAINER-PLANNING		
I 173852		MARCH RETAINER-POLICE	APBNK	4/27/2023	R	4/18/2023	498.10	498.10CR	
		G/L ACCOUNT		CK: 152202			498.10		
	101	42110-01-304.00	LEGAL FEES			498.10	MARCH RETAINER-POLICE		
I 173853		DRAFT LETTER FOR AUDITORS	APBNK	4/27/2023	R	4/18/2023	70.03	70.03CR	
		G/L ACCOUNT		CK: 152202			70.03		
	101	41810-01-304.00	LEGAL FEES			70.03	DRAFT LETTER FOR AUDITORS		
			REG. CHECK			1	11,959.00	11,959.00CR	0.00
							11,959.00	0.00	

01-001544 KIESLER POLICE SUPPLY INC									
I SI103725		PRACTICE AND SERVICE AMMO	APBNK	4/27/2023	R	4/20/2023	6,253.17	6,253.17CR	
		G/L ACCOUNT		CK: 152203			6,253.17		
	101	42110-01-207.00	TRAINING & INSTRUCTIONAL SUPPL			6,253.17	PRACTICE AND SERVICE AMMO		
			REG. CHECK			1	6,253.17	6,253.17CR	0.00
							6,253.17	0.00	

01-120513 LEAGUE-MN CITIES INS TRST									
I 20528		J.SWENSON - CLAIM 00473244	APBNK	4/27/2023	R	4/01/2023	118.27	118.27CR	
		G/L ACCOUNT		CK: 152204			118.27		
	206	49006-01-305.00	MEDICAL & DENTAL FEES			118.27	J.SWENSON - CLAIM 00473244		

VENDOR SEQUENCE

VENDOR	ITEM NO#	DESCRIPTION	BANK	CHECK	STAT	DUE DT DISC DT	GROSS BALANCE	PAYMENT DISCOUNT	OUTSTANDING
I 20538		J. VOELKER - CLAIM 00476521 G/L ACCOUNT	APBNK	4/27/2023	R	4/01/2023	1,682.19 1,682.19	1,682.19CR	
	206 49006-01-305.00	MEDICAL & DENTAL FEES				1,682.19	J. VOELKER - CLAIM 00476521		
I 20542		M. RHODES - CLAIM 00478884 G/L ACCOUNT	APBNK	4/27/2023	R	4/01/2023	678.08 678.08	678.08CR	
	206 49006-01-305.00	MEDICAL & DENTAL FEES				678.08	M. RHODES - CLAIM 00478884		
I 20603		A. ROSEL - CLAIM 00486534 G/L ACCOUNT	APBNK	4/27/2023	R	4/01/2023	1,303.36 1,303.36	1,303.36CR	
	206 49006-01-305.00	MEDICAL & DENTAL FEES				1,303.36	A. ROSEL - CLAIM 00486534		
I 20654		B. MCGRAW - CLAIM 00488823 G/L ACCOUNT	APBNK	4/27/2023	R	4/01/2023	1,313.37 1,313.37	1,313.37CR	
	206 49006-01-305.00	MEDICAL & DENTAL FEES				1,313.37	B. MCGRAW - CLAIM 00488823		
		REG. CHECK				1	5,095.27 5,095.27	5,095.27CR 0.00	0.00
01-001905 LEXISNEXIS RISK SOLNS FL IN									
I 1843662-20230331		ACCURINT CHARGES FOR MARCH G/L ACCOUNT	APBNK	4/27/2023	R	3/31/2023	633.33 633.33	633.33CR	
	101 42110-01-433.00	DUES & SUBSCRIPTIONS				633.33	ACCURINT CHARGES FOR MARCH		
		REG. CHECK				1	633.33 633.33	633.33CR 0.00	0.00
01-121530 LOGIS-LOCAL GOVERNMENT									
I 53584		APPLICATION SUPPORT G/L ACCOUNT	APBNK	4/27/2023	R	3/28/2023	2,839.00 2,839.00	2,839.00CR	
	101 42110-01-394.00	P.C. SOFTWARE PURCHASES				2,591.00	APPLICATION SUPPORT		
	101 42210-01-329.00	OTHER COMMUNICATION COSTS				248.00	APPLICATION SUPPORT		
		REG. CHECK				1	2,839.00 2,839.00	2,839.00CR 0.00	0.00
01-004207 LVC COMPANIES									
I 111337		SEMI-ANNUAL INSPEC/MAINT-SC G/L ACCOUNT	APBNK	4/27/2023	R	3/31/2023	129.00 129.00	129.00CR	
	101 45100-30-404.00	CONTRACTED MACH & EQUIP R & M				129.00	SEMI-ANNUAL INSPEC/MAINT-SC		
		REG. CHECK				1	129.00 129.00	129.00CR 0.00	0.00

PACKET: 06662 04/27/2023 AP CHECK RUN

VENDOR SET: 01

VENDOR SEQUENCE

VENDOR	ITEM NO#	DESCRIPTION	BANK	CHECK	STAT	DUE DT DISC DT	GROSS BALANCE	PAYMENT DISCOUNT	OUTSTANDING

01-004303 MACQUEEN EMERGENCY									
I	P13985	SCBA CYLINDER REPAIR	APBNK	4/27/2023	R	4/07/2023	155.50	155.50CR	
		G/L ACCOUNT		CK: 152208			155.50		
	101	42210-01-313.00	TEMPORARY SERVICE FEES			155.50	SCBA CYLINDER REPAIR		
			REG. CHECK			1	155.50	155.50CR	0.00
							155.50	0.00	

01-003535 MANSFIELD OIL COMPANY									
I	24178403	2,700 GAL UNLEADED FUEL	APBNK	4/27/2023	R	4/11/2023	7,779.36	7,779.36CR	
		G/L ACCOUNT		CK: 152209			7,779.36		
	101	43100-01-212.00	MOTOR FUELS			7,779.36	2,700 GAL UNLEADED FUEL		
I	24178461	283 GAL UNLEADED FUEL	APBNK	4/27/2023	R	4/11/2023	871.18	871.18CR	
		G/L ACCOUNT		CK: 152209			871.18		
	101	43100-01-212.00	MOTOR FUELS			871.18	283 GAL UNLEADED FUEL		
I	24188835	801 GAL UNLEADED FUEL	APBNK	4/27/2023	R	4/14/2023	2,521.44	2,521.44CR	
		G/L ACCOUNT		CK: 152209			2,521.44		
	101	43100-01-212.00	MOTOR FUELS			2,521.44	801 GAL UNLEADED FUEL		
			REG. CHECK			1	11,171.98	11,171.98CR	0.00
							11,171.98	0.00	

01-005066 MARCO TECHNOLOGIES LLC									
I	498624832	LEASE PYMT - SHRP MX 3071	APBNK	4/27/2023	R	4/07/2023	178.30	178.30CR	
		G/L ACCOUNT		CK: 152210			178.30		
	101	41810-01-580.00	OTHER EQUIPMENT			178.30	LEASE PYMT - SHRP MX 3071		
			REG. CHECK			1	178.30	178.30CR	0.00
							178.30	0.00	

01-001863 MEDICINE LAKE TOURS									
I	2023-0116	2 ADDED-"MIA ART IN BLOOM"	APBNK	4/27/2023	R	4/14/2023	130.00	130.00CR	
		G/L ACCOUNT		CK: 152211			130.00		
	101	45100-87-219.00	OTHER OPERATING SUPPLIES			130.00	2 ADDED-"MIA ART IN BLOOM"		
			REG. CHECK			1	130.00	130.00CR	0.00
							130.00	0.00	

VENDOR SEQUENCE

VENDOR	ITEM NO#	DESCRIPTION	BANK	CHECK	STAT	DUE DT DISC DT	GROSS BALANCE	PAYMENT DISCOUNT	OUTSTANDING

01-130725 MENARDS-APPLE VALLEY									
I 52931		MAILBOXES REPAIR SUPPLIES	APBNK	4/27/2023	R	4/03/2023	362.86	362.86CR	
		G/L ACCOUNT		CK: 152212			362.86		
	101 43121-01-216.00	CHEMICALS & CHEMICAL PRODUCTS				362.86	MAILBOXES REPAIR SUPPLIES		
I 53391		CABLE TIES	APBNK	4/27/2023	R	4/12/2023	59.98	59.98CR	
		G/L ACCOUNT		CK: 152212			59.98		
	101 45202-01-219.00	OTHER OPERATING SUPPLIES				59.98	CABLE TIES		
I 53471		IRRIGATION PARTS & CONCRETE	APBNK	4/27/2023	R	4/13/2023	52.16	52.16CR	
		G/L ACCOUNT		CK: 152212			52.16		
	101 45202-01-221.00	EQUIPMENT PARTS				52.16	IRRIGATION PARTS & CONCRETE		
		REG. CHECK				1	475.00	475.00CR	0.00
							475.00	0.00	

01-004079 METRO SALES INC									
I INV2264262		MPC307 COPIER LEASE PAYMENT	APBNK	4/27/2023	R	4/12/2023	67.00	67.00CR	
		G/L ACCOUNT		CK: 152213			67.00		
	101 41810-01-580.00	OTHER EQUIPMENT				67.00	MPC307 COPIER LEASE PAYMENT		
I INV2269371		IMC3500 COPIER CHARGE	APBNK	4/27/2023	R	4/19/2023	106.00	106.00CR	
		G/L ACCOUNT		CK: 152213			106.00		
	101 41810-01-202.00	DUPLICATING & COPYING COSTS				106.00	IMC3500 COPIER CHARGE		
		REG. CHECK				1	173.00	173.00CR	0.00
							173.00	0.00	

01-005706 MIDWEST MACHINERY CO									
I 9554668		FENDER	APBNK	4/27/2023	R	4/20/2023	365.17	365.17CR	
		G/L ACCOUNT		CK: 152214			365.17		
	101 43100-01-221.00	EQUIPMENT PARTS				365.17	FENDER		
		REG. CHECK				1	365.17	365.17CR	0.00
							365.17	0.00	

01-003896 MMKR & CO., P.A.									
I 53831		AUDIT SVCS THRU 3/31/23	APBNK	4/27/2023	R	4/10/2023	19,760.00	19,760.00CR	
		G/L ACCOUNT		CK: 152215			19,760.00		
	101 41810-01-301.00	AUDITING & ACCOUNTING SERVICES				19,760.00	AUDIT SVCS THRU 3/31/23		

VENDOR SEQUENCE

VENDOR	ITEM NO#	DESCRIPTION	BANK	CHECK	STAT	DUE DT DISC DT	GROSS BALANCE	PAYMENT DISCOUNT	OUTSTANDING
				REG. CHECK		1	19,760.00 19,760.00	19,760.00CR 0.00	0.00
01-136832 MN DEPT OF LABOR & INDUSTRY									
I ALR0147170X		RCC ELEVATOR PERMITS	APBNK	4/27/2023 R		3/25/2023	200.00	200.00CR	
		G/L ACCOUNT		CK: 152216			200.00		
	650 45130-01-404.00	CONTRACTED MACH & EQUIP R & M				100.00	RCC ELEVATOR PERMITS		
	101 45100-01-404.00	CONTRACTED MACH & EQUIP R & M				50.00	RCC ELEVATOR PERMITS		
	101 11510	NATIONAL GUARD A/R				50.00	RCC ELEVATOR PERMITS		
				REG. CHECK		1	200.00 200.00	200.00CR 0.00	0.00
01-000030 MN DEPT OF REVENUE									
I 202304219348		MARCH PETROLEUM TAX	APBNK	4/20/2023 D		4/20/2023	1,114.35	1,114.35CR	
		G/L ACCOUNT		CK: 001473			1,114.35		
	101 43100-01-212.00	MOTOR FUELS				1,114.35	MARCH PETROLEUM TAX		
				DRAFTS		1	1,114.35 1,114.35	1,114.35CR 0.00	0.00
01-000031 MN DEPT OF REVENUE									
I 202304219349		MARCH SALES & USE TAX	APBNK	4/20/2023 D		4/20/2023	5,845.00	5,845.00CR	
		G/L ACCOUNT		CK: 001474			5,845.00		
	101 22810	SALES TAX PAYABLE				155.92	MARCH SALES & USE TAX		
	601 22810	SALES TAX PAYABLE				4,711.24	MARCH SALES & USE TAX		
	604 22810	SALES TAX PAYABLE				311.87	MARCH SALES & USE TAX		
	650 22810	SALES TAX PAYABLE				479.45	MARCH SALES & USE TAX		
	101 45100-01-219.00	OTHER OPERATING SUPPLIES				96.79	MARCH SALES & USE TAX		
	205 49005-01-439.00	OTHER MISCELLANEOUS CHARGES				89.10	MARCH SALES & USE TAX		
	101 41520-01-439.00	OTHER MISCELLANEOUS CHARGES				0.63	MARCH SALES & USE TAX		
				DRAFTS		1	5,845.00 5,845.00	5,845.00CR 0.00	0.00
01-001328 MN ENERGY RESOURCES CORP									
I 0502350036-1	3/23 PW BUILDINGS-1ST METER		APBNK	4/27/2023 D		4/05/2023	754.20	754.20CR	
	G/L ACCOUNT			CK: 001475			754.20		
	101 41940-01-383.00	GAS UTILITIES				754.20	PW BUILDINGS-1ST METER		

VENDOR SEQUENCE

VENDOR	ITEM NO#	DESCRIPTION	BANK	CHECK	STAT	DUE DT	DISC DT	GROSS BALANCE	PAYMENT DISCOUNT	OUTSTANDING
I 0502440191-1	3/23	PW BUILDINGS-2ND METER G/L ACCOUNT 101 41940-01-383.00	APBNK	4/27/2023	D	4/05/2023		1,687.89 1,687.89 1,687.89	1,687.89CR	
I 0502574702-1	3/23	WELL #9 G/L ACCOUNT 601 49409-01-383.00	APBNK	4/27/2023	D	4/05/2023		139.78 139.78 139.78	139.78CR	
I 0502798212-1	3/23	FIRE STATION #1 G/L ACCOUNT 101 41940-01-383.00	APBNK	4/27/2023	D	4/05/2023		1,094.86 1,094.86 1,094.86	1,094.86CR	
I 0503984315-1	3/23	FIRE STATION #2 G/L ACCOUNT 101 41940-01-383.00	APBNK	4/27/2023	D	3/23/2023		1,497.95 1,497.95 1,497.95	1,497.95CR	
I 0504255593-1	3/23	COMMUNITY CENTER G/L ACCOUNT 101 11510 650 45130-01-383.00 101 45100-01-383.00	APBNK	4/27/2023	D	4/04/2023		8,119.69 8,119.69 3,897.45 2,111.12 2,111.12	8,119.69CR	
I 0504510160-1	3/23	CENTRAL PARK BUILDING G/L ACCOUNT 101 45202-01-383.00	APBNK	4/27/2023	D	4/05/2023		129.53 129.53 129.53	129.53CR	
I 0504741418-1	3/23	RSMT SC-ASSEMBLY HALL G/L ACCOUNT 101 45100-30-383.00	APBNK	4/27/2023	D	4/06/2023		23.91 23.91 23.91	23.91CR	
I 0505173085-1	3/23	WELL #8 G/L ACCOUNT 601 49408-01-383.00	APBNK	4/27/2023	D	4/05/2023		55.83 55.83 55.83	55.83CR	
I 0505316075-1	3/23	JAYCEE PARK SHELTER G/L ACCOUNT 101 45202-01-383.00	APBNK	4/27/2023	D	4/05/2023		157.06 157.06 157.06	157.06CR	
I 0506007839-1	3/23	CH,CARPENTER SHOP,GENERATOR G/L ACCOUNT 101 41940-01-383.00	APBNK	4/27/2023	D	4/05/2023		3,127.94 3,127.94 3,127.94	3,127.94CR	
I 0507933425-1	3/23	RSMT SC-ACTIVITY CENTER G/L ACCOUNT 101 45100-30-383.00	APBNK	4/27/2023	D	4/05/2023		525.44 525.44 525.44	525.44CR	
I 0737046210-2	3/23	FLINT HILLS REC COMPLEX G/L ACCOUNT 101 45202-01-383.00	APBNK	4/27/2023	D	3/24/2023		401.70 401.70 401.70	401.70CR	

VENDOR SEQUENCE

VENDOR	ITEM NO#	DESCRIPTION	BANK	CHECK	STAT	DUE DT DISC DT	GROSS BALANCE	PAYMENT DISCOUNT	OUTSTANDING
			DRAFTS			1	17,715.78 17,715.78	17,715.78CR 0.00	0.00
01-137885 MN VALLEY TESTING LABS									
I 1193829		COLIFORM TESTING FOR APRIL	APBNK	4/27/2023	R	4/18/2023	407.00	407.00CR	
		G/L ACCOUNT		CK: 152217			407.00		
	601 49400-01-310.00	TESTING SERVICES				407.00	COLIFORM TESTING FOR APRIL		
			REG. CHECK			1	407.00 407.00	407.00CR 0.00	0.00
01-139915 MTI DISTRIBUTING INC									
I 1380306-00		TORO MOWER PARTS	APBNK	4/27/2023	R	4/12/2023	3,800.68	3,800.68CR	
		G/L ACCOUNT		CK: 152218			3,800.68		
	101 43100-01-221.00	EQUIPMENT PARTS				3,800.68	TORO MOWER PARTS		
I 1380981-00		MOWER PARTS	APBNK	4/27/2023	R	4/14/2023	108.61	108.61CR	
		G/L ACCOUNT		CK: 152218			108.61		
	101 43100-01-221.00	EQUIPMENT PARTS				108.61	MOWER PARTS		
I 1380981-01		TORO PARTS	APBNK	4/27/2023	R	4/18/2023	66.80	66.80CR	
		G/L ACCOUNT		CK: 152218			66.80		
	101 43100-01-221.00	EQUIPMENT PARTS				66.80	TORO PARTS		
			REG. CHECK			1	3,976.09 3,976.09	3,976.09CR 0.00	0.00
01-003064 O'REILLY AUTO PARTS									
I 2123-229776		HARDWARE	APBNK	4/27/2023	R	4/23/2023	3.29	3.29CR	
		G/L ACCOUNT		CK: 152219			3.29		
	101 43100-01-221.00	EQUIPMENT PARTS				3.29	HARDWARE		
			REG. CHECK			1	3.29 3.29	3.29CR 0.00	0.00
01-000988 OFFICE OF MN IT SERVICES									
I W23030561		LANGUAGE LINE SERVICES	APBNK	4/27/2023	R	4/13/2023	274.05	274.05CR	
		G/L ACCOUNT		CK: 152220			274.05		
	101 42110-01-313.00	TEMPORARY SERVICE FEES				274.05	LANGUAGE LINE SERVICES		

PACKET: 06662 04/27/2023 AP CHECK RUN

VENDOR SET: 01

VENDOR SEQUENCE

VENDOR	ITEM NO#	DESCRIPTION	BANK	CHECK	STAT	DUE DT DISC DT	GROSS BALANCE	PAYMENT DISCOUNT	OUTSTANDING
				REG. CHECK		1	274.05 274.05	274.05CR 0.00	0.00
01-004343 ONENECK IT SOLUTIONS LLC									
I	PJI000065870	ANNUAL DOMAIN HOSTING	APBNK	4/27/2023	R	4/17/2023	60.00	60.00CR	
		G/L ACCOUNT		CK: 152221			60.00		
	101	41810-01-321.00	TELEPHONE COSTS			60.00	ANNUAL DOMAIN HOSTING		
				REG. CHECK		1	60.00 60.00	60.00CR 0.00	0.00
01-004740 PELLICCI ACE ROSEMOUNT									
I	9865/R	IRRIGATION PARTS	APBNK	4/27/2023	R	4/11/2023	5.99	5.99CR	
		G/L ACCOUNT		CK: 152222			5.99		
	101	45202-01-221.00	EQUIPMENT PARTS			5.99	IRRIGATION PARTS		
I	9868/R	BUNGEE CORDS	APBNK	4/27/2023	R	4/12/2023	14.99	14.99CR	
		G/L ACCOUNT		CK: 152222			14.99		
	101	45202-01-229.00	OTHER MAINTENANCE SUPPLIES			14.99	BUNGEE CORDS		
I	9876/R	BLACK PARACORD ROPE	APBNK	4/27/2023	R	4/13/2023	49.99	49.99CR	
		G/L ACCOUNT		CK: 152222			49.99		
	101	45202-01-219.00	OTHER OPERATING SUPPLIES			49.99	BLACK PARACORD ROPE		
I	9888/R	IRRIGATION STOCK	APBNK	4/27/2023	R	4/17/2023	51.92	51.92CR	
		G/L ACCOUNT		CK: 152222			51.92		
	101	45202-01-221.00	EQUIPMENT PARTS			51.92	IRRIGATION STOCK		
I	9904/R	PAINT,WIRE ROPE CLIPS,ETC	APBNK	4/27/2023	R	4/19/2023	51.37	51.37CR	
		G/L ACCOUNT		CK: 152222			51.37		
	101	45202-01-229.00	OTHER MAINTENANCE SUPPLIES			51.37	PAINT,WIRE ROPE CLIPS,ETC		
I	9913/R	SCREWS	APBNK	4/27/2023	R	4/21/2023	3.00	3.00CR	
		G/L ACCOUNT		CK: 152222			3.00		
	101	41940-01-223.00	BUILDING REPAIR SUPPLIES			3.00	SCREWS		
				REG. CHECK		1	177.26 177.26	177.26CR 0.00	0.00

VENDOR SEQUENCE

VENDOR	ITEM NO#	DESCRIPTION	BANK	CHECK	STAT	DUE DT DISC DT	GROSS BALANCE	PAYMENT DISCOUNT	OUTSTANDING

01-002326 PIPE SERVICES									
I 1073		2023 TELEVISIONING SEWER LINES	APBNK	4/27/2023	R	4/10/2023	69,467.86	69,467.86CR	
		G/L ACCOUNT		CK: 152223			69,467.86		
	602 49450-01-319.00	OTHER PROFESSIONAL SERVICES				69,467.86	2023 TELEVISIONING SEWER LINES		
		REG. CHECK				1	69,467.86	69,467.86CR	0.00
							69,467.86	0.00	

01-005758 PREMIER ELECTRICAL CORPORAT									
I 81786		INSTALL HOA SWITCH-WELL 7	APBNK	4/27/2023	R	4/12/2023	602.96	602.96CR	
		G/L ACCOUNT		CK: 152224			602.96		
	601 49407-01-409.00	OTHER CONTRACTED REPAIR & MAIN				602.96	INSTALL HOA SWITCH-WELL 7		
		REG. CHECK				1	602.96	602.96CR	0.00
							602.96	0.00	

01-180060 R & R SPECIALTIES OF WI									
I 0078643-IN		BLADE SHARPENING	APBNK	4/27/2023	R	3/31/2023	75.00	75.00CR	
		G/L ACCOUNT		CK: 152225			75.00		
	650 45130-01-221.00	EQUIPMENT PARTS				75.00	BLADE SHARPENING		
		REG. CHECK				1	75.00	75.00CR	0.00
							75.00	0.00	

01-002444 RIVERLAND COMMUNITY COLLEGE									
I 1133322		STATE FIRE SCHOOL	APBNK	4/27/2023	R	3/31/2023	340.00	340.00CR	
		G/L ACCOUNT		CK: 152226			340.00		
	101 42210-01-308.00	INSTRUCTORS' FEES				340.00	STATE FIRE SCHOOL		
		REG. CHECK				1	340.00	340.00CR	0.00
							340.00	0.00	

01-000270 RJ SAYERS DISTRIBUTING									
I 00026498		PRESSURE WASHER REPAIR/PROD	APBNK	4/27/2023	R	4/13/2023	357.85	357.85CR	
		G/L ACCOUNT		CK: 152227			357.85		
	101 43100-01-211.00	CLEANING SUPPLIES				302.85	PRESSURE WASHER REPAIR/PRODUCT		
	101 43100-01-404.00	CONTRACTED MACH & EQUIP SERV				55.00	PRESSURE WASHER REPAIR/PRODUCT		
		REG. CHECK				1	357.85	357.85CR	0.00
							357.85	0.00	

VENDOR SEQUENCE

VENDOR	ITEM NO#	DESCRIPTION	BANK	CHECK	STAT	DUE DT DISC DT	GROSS BALANCE	PAYMENT DISCOUNT	OUTSTANDING

01-181644 ROSEMOUNT EXPRESS ACCOUNT									
I	CK1022	TITLE ONLY FEES	APBNK	4/27/2023	R	4/12/2023	27.00	27.00CR	
		G/L ACCOUNT		CK: 152228			27.00		
		207 49007-01-558.00	MOTOR VEHICLE PURCHASES			27.00	TITLE ONLY FEES		
I	CK1023	FIRE SUPPORT OUR TROOPS PLA	APBNK	4/27/2023	R	4/13/2023	12.00	12.00CR	
		G/L ACCOUNT		CK: 152228			12.00		
		207 49007-01-550.00	MOTOR VEHICLE PURCHASES			12.00	FIRE SUPPORT OUR TROOPS PLATES		
I	CK1024	FOOD FOR VOLUNTEER EVENT	APBNK	4/27/2023	R	4/18/2023	603.65	603.65CR	
		G/L ACCOUNT		CK: 152228			603.65		
		101 41110-01-315.00	SPECIAL PROGRAMS			603.65	FOOD FOR VOLUNTEER EVENT		
I	CK1025	MUNICI-PALS SPRING CONF REG	APBNK	4/27/2023	R	4/18/2023	540.00	540.00CR	
		G/L ACCOUNT		CK: 152228			540.00		
		101 41520-01-437.00	CONFERENCES & SEMINARS			240.00	MUNICI-PALS SPRING CONF REG		
		101 45100-01-437.00	CONFERENCES & SEMINARS			60.00	MUNICI-PALS SPRING CONF REG		
		101 41320-01-437.00	CONFERENCES & SEMINARS			120.00	MUNICI-PALS SPRING CONF REG		
		101 41910-01-437.00	CONFERENCES & SEMINARS			60.00	MUNICI-PALS SPRING CONF REG		
		101 43121-01-437.00	CONFERENCES & SEMINARS			60.00	MUNICI-PALS SPRING CONF REG		
			REG. CHECK			1	1,182.65	1,182.65CR	0.00
							1,182.65	0.00	

01-005451 SAFE-FAST INC									
I	INV274445	SAFETY GLOVES, GLASSES & WIP	APBNK	4/27/2023	R	4/14/2023	702.90	702.90CR	
		G/L ACCOUNT		CK: 152230			702.90		
		603 49500-01-240.00	SAFETY EQUIPMENT & PPE			140.58	SAFETY GLOVES, GLASSES & WIPES		
		602 49450-01-240.00	SAFETY EQUIPMENT & PPE			140.58	SAFETY GLOVES, GLASSES & WIPES		
		601 49400-01-240.00	SAFETY EQUIPMENT & PPE			140.58	SAFETY GLOVES, GLASSES & WIPES		
		101 43121-01-240.00	SAFETY EQUIPMENT & PPE			140.58	SAFETY GLOVES, GLASSES & WIPES		
		101 45202-01-240.00	SAFETY EQUIPMENT & PPE			140.58	SAFETY GLOVES, GLASSES & WIPES		
			REG. CHECK			1	702.90	702.90CR	0.00
							702.90	0.00	

01-190095 SAM'S CLUB									
I	0906 4736 2023	FOOD FOR DEPARTMENT MEETING	APBNK	4/27/2023	R	4/20/2023	109.48	109.48CR	
		G/L ACCOUNT		CK: 152231			109.48		
		101 42110-01-439.00	OTHER MISCELLANEOUS CHARGES			109.48	FOOD FOR DEPARTMENT MEETING		
			REG. CHECK			1	109.48	109.48CR	0.00
							109.48	0.00	

VENDOR SEQUENCE

VENDOR	ITEM NO#	DESCRIPTION	BANK	CHECK	STAT	DUE DT DISC DT	GROSS BALANCE	PAYMENT DISCOUNT	OUTSTANDING

01-002525 SEELYE PLASTICS									
I SI	0347177	IRRIGATION PVC PIPE	APBNK	4/27/2023	R	4/17/2023	49.50	49.50CR	
		G/L ACCOUNT		CK: 152232			49.50		
	101 45202-01-221.00	EQUIPMENT PARTS				49.50	IRRIGATION PVC PIPE		
				REG. CHECK		1	49.50	49.50CR	0.00
							49.50	0.00	

01-005923 SENTRY SECURITY FASTENERS I									
I	2216	PD CELL LOCK	APBNK	4/27/2023	R	4/14/2023	629.34	629.34CR	
		G/L ACCOUNT		CK: 152233			629.34		
	101 41940-01-223.00	BUILDING REPAIR SUPPLIES				629.34	PD CELL LOCK		
				REG. CHECK		1	629.34	629.34CR	0.00
							629.34	0.00	

01-190580 SENTRY SYSTEMS INC									
I	784896	PW MONITORING/TEST-MAY,JUN,	APBNK	4/27/2023	R	5/01/2023	89.85	89.85CR	
		G/L ACCOUNT		CK: 152234			89.85		
	101 41940-01-319.00	OTHER PROFESSIONAL SERVICES				89.85	PW MONITORING/TEST-MAY,JUN,JUL		
				REG. CHECK		1	89.85	89.85CR	0.00
							89.85	0.00	

01-002878 SHRED RIGHT									
I	597624	SHREDDING SERVICES	APBNK	4/27/2023	R	4/07/2023	20.32	20.32CR	
		G/L ACCOUNT		CK: 152235			20.32		
	101 41940-01-384.00	REFUSE DISPOSAL				20.32	SHREDDING SERVICES		
				REG. CHECK		1	20.32	20.32CR	0.00
							20.32	0.00	

01-005716 SOUTHERN MN AREA ASSEMBLY									
I	2023-0117	PERMIT 4604-DAMAGE DEPOSIT	APBNK	4/27/2023	R	4/12/2023	300.00	300.00CR	
		G/L ACCOUNT		CK: 152236			300.00		
	101 22005	REFUNDS PAYABLE - P&R				300.00	PERMIT 4604-DAMAGE DEPOSIT		
				REG. CHECK		1	300.00	300.00CR	0.00
							300.00	0.00	

VENDOR SEQUENCE

VENDOR	ITEM NO#	DESCRIPTION	BANK	CHECK	STAT	DUE DT DISC DT	GROSS BALANCE	PAYMENT DISCOUNT	OUTSTANDING

01-004997 STERICYCLE INC									
I	8003646892	MARCH SHREDDING SERVICES	APBNK	4/27/2023	R	3/31/2023	138.22	138.22CR	
		G/L ACCOUNT		CK: 152237			138.22		
	101 42110-01-203.00	PRINTED FORMS & PAPER				138.22	MARCH SHREDDING SERVICES		
				REG. CHECK		1	138.22	138.22CR	0.00
							138.22	0.00	

01-005924 STRYKER SALES LLC									
I	4107593M	AED PADS	APBNK	4/27/2023	R	3/28/2023	271.44	271.44CR	
		G/L ACCOUNT		CK: 152238			271.44		
	101 42110-01-221.00	EQUIPMENT PARTS				271.44	AED PADS		
				REG. CHECK		1	271.44	271.44CR	0.00
							271.44	0.00	

01-005925 SCOTT STULC									
I	2023-0118	DJ SERVICE FOR ARBOR DAY	APBNK	4/27/2023	R	4/11/2023	300.00	300.00CR	
		G/L ACCOUNT		CK: 152239			300.00		
	101 45100-01-315.00	SPECIAL PROGRAMS				300.00	DJ SERVICE FOR ARBOR DAY		
				REG. CHECK		1	300.00	300.00CR	0.00
							300.00	0.00	

01-005166 TARGET SOLUTIONS LEARNING L									
I	INV69519	ON LINE TRAINING PROGRAM	APBNK	4/27/2023	R	4/30/2023	4,973.64	4,973.64CR	
		G/L ACCOUNT		CK: 152240			4,973.64		
	101 42210-01-433.00	DUES & SUBSCRIPTIONS				4,973.64	ON LINE TRAINING PROGRAM		
I	INV69809	GUARDIAN ANNUAL FEE	APBNK	4/27/2023	R	5/01/2023	1,612.10	1,612.10CR	
		G/L ACCOUNT		CK: 152240			1,612.10		
	101 42110-01-394.00	P.C. SOFTWARE PURCHASES				1,612.10	GUARDIAN ANNUAL FEE		
				REG. CHECK		1	6,585.74	6,585.74CR	0.00
							6,585.74	0.00	

VENDOR SEQUENCE

VENDOR	ITEM NO#	DESCRIPTION	BANK	CHECK	STAT	DUE DT	DISC DT	GROSS BALANCE	PAYMENT DISCOUNT	OUTSTANDING

01-001609 THOMSON REUTERS-WEST										
I	848086648	MARCH CLEAR CHARGES	APBNK	4/27/2023	R	4/01/2023		212.18	212.18CR	
		G/L ACCOUNT		CK: 152241				212.18		
	101	42110-01-433.00	DUES & SUBSCRIPTIONS			212.18		MARCH CLEAR CHARGES		
			REG. CHECK			1		212.18	212.18CR	0.00
								212.18	0.00	

01-200945 THYSSENKRUPP ELEVATOR CORP										
I	3007173003	SC ELEVATOR SERVICE	APBNK	4/27/2023	R	4/01/2023		255.42	255.42CR	
		G/L ACCOUNT		CK: 152242				255.42		
	101	45100-30-404.00	CONTRACTED MACH & EQUIP R & M			255.42		SC ELEVATOR SERVICE		
			REG. CHECK			1		255.42	255.42CR	0.00
								255.42	0.00	

01-005876 TOTAL EXCAVATING LLC										
I	2023-0122	DRIVER AVE IMPROVEMENTS	APBNK	4/27/2023	R	4/10/2023		767,475.32	767,475.32CR	
		G/L ACCOUNT		CK: 152243				767,475.32		
	628	48000-01-530.00	IMPROVEMENTS OTHER THAN BLDGS			682,065.26		DRIVER AVE IMPROVEMENTS		
	628	20600	CONTRACTS PAYABLE			85,410.06		DRIVER AVE IMPROVEMENTS		
			REG. CHECK			1		767,475.32	767,475.32CR	0.00
								767,475.32	0.00	

01-202315 TWIN CITY HARDWARE										
I	PSI2182077	ARENA - LOCK WORK	APBNK	4/27/2023	R	3/30/2023		5,700.00	5,700.00CR	
		G/L ACCOUNT		CK: 152244				5,700.00		
	650	45130-01-521.00	BUILDING & STRUCTURE PURCHASES			5,700.00		ARENA - LOCK WORK		
			REG. CHECK			1		5,700.00	5,700.00CR	0.00
								5,700.00	0.00	

01-001337 US BANK										
C	202304179328	SPECIAL EVENT CREDIT	APBNK	4/07/2023	D	2/27/2023		289.98CR	289.98	
		G/L ACCOUNT		CK: 001476				289.98CR		
	101	45100-01-315.00	SPECIAL PROGRAMS			289.98CR		SPECIAL EVENT CREDIT		
I	202304179242	NLCU EXECUTIVE ED COURSES	APBNK	4/07/2023	D	3/06/2023		640.00	640.00CR	
		G/L ACCOUNT		CK: 001476				640.00		
	101	41110-01-331.00	TRAVEL EXPENSE			640.00		NLCU EXECUTIVE ED COURSES		

PACKET: 06662 04/27/2023 AP CHECK RUN

VENDOR SET: 01

VENDOR SEQUENCE

VENDOR	ITEM NO#	DESCRIPTION	BANK	CHECK	STAT	DUE DT	DISC DT	GROSS BALANCE	PAYMENT DISCOUNT	OUTSTANDING
I 202304179243		FOOD FOR CC MEETING 3/7	APBNK	4/07/2023	D	3/07/2023		6.49	6.49CR	
		G/L ACCOUNT		CK: 001476				6.49		
	101 41110-01-315.00	SPECIAL PROGRAMS					6.49	FOOD FOR CC MEETING 3/7		
I 202304179244		FOOD FOR CC MEETING 3/7	APBNK	4/07/2023	D	3/08/2023		74.93	74.93CR	
		G/L ACCOUNT		CK: 001476				74.93		
	101 41110-01-315.00	SPECIAL PROGRAMS					74.93	FOOD FOR CC MEETING 3/7		
I 202304179245		LMC ANNUAL CONF REG	APBNK	4/07/2023	D	3/09/2023		905.00	905.00CR	
		G/L ACCOUNT		CK: 001476				905.00		
	101 41110-01-437.00	CONFERENCES & SEMINARS					905.00	LMC ANNUAL CONF REG		
I 202304179246		FOOD FOR GOAL SETTING MEETI	APBNK	4/07/2023	D	3/08/2023		223.59	223.59CR	
		G/L ACCOUNT		CK: 001476				223.59		
	101 41110-01-315.00	SPECIAL PROGRAMS					223.59	FOOD FOR GOAL SETTING MEETING		
I 202304179247		YC MEET & GREET & STATE OF	APBNK	4/07/2023	D	3/21/2023		93.41	93.41CR	
		G/L ACCOUNT		CK: 001476				93.41		
	101 41110-01-315.00	SPECIAL PROGRAMS					93.41	YC MEET & GREET & STATE OF CIT		
I 202304179248		FOOD FOR YC MEET & STATE OF	APBNK	4/07/2023	D	3/21/2023		128.82	128.82CR	
		G/L ACCOUNT		CK: 001476				128.82		
	101 41110-01-315.00	SPECIAL PROGRAMS					128.82	FOOD FOR YC MEET & STATE OF CI		
I 202304179249		ITEMS FOR CC LEP DAYS PARAD	APBNK	4/07/2023	D	3/10/2023		589.16	589.16CR	
		G/L ACCOUNT		CK: 001476				589.16		
	101 41110-01-315.00	SPECIAL PROGRAMS					589.16	ITEMS FOR CC LEP DAYS PARADE		
I 202304179250		ITEMS FOR YC SPLASH PAD CEL	APBNK	4/07/2023	D	3/09/2023		160.63	160.63CR	
		G/L ACCOUNT		CK: 001476				160.63		
	101 41110-01-315.00	SPECIAL PROGRAMS					160.63	ITEMS FOR YC SPLASH PAD CELEB.		
I 202304179251		DRINKS AND SNACKS FOR CC GO	APBNK	4/07/2023	D	3/08/2023		32.04	32.04CR	
		G/L ACCOUNT		CK: 001476				32.04		
	101 41110-01-437.00	CONFERENCES & SEMINARS					32.04	DRINKS AND SNACKS FOR CC GOALS		
I 202304179252		2023 LMC ANNUAL CONF. MARTI	APBNK	4/07/2023	D	3/22/2023		425.00	425.00CR	
		G/L ACCOUNT		CK: 001476				425.00		
	101 41320-01-437.00	CONFERENCES & SEMINARS					425.00	2023 LMC ANNUAL CONF. MARTIN		
I 202304179253		POSTAGE INK CARTRIDGE	APBNK	4/07/2023	D	2/27/2023		172.80	172.80CR	
		G/L ACCOUNT		CK: 001476				172.80		
	101 41810-01-322.00	POSTAGE COSTS					172.80	POSTAGE INK CARTRIDGE		
I 202304179254		COUNCIL & GOAL SETTING SNAC	APBNK	4/07/2023	D	3/07/2023		84.70	84.70CR	
		G/L ACCOUNT		CK: 001476				84.70		
	101 41110-01-315.00	SPECIAL PROGRAMS					84.70	COUNCIL & GOAL SETTING SNACKS		

PACKET: 06662 04/27/2023 AP CHECK RUN

VENDOR SET: 01

VENDOR SEQUENCE

VENDOR	ITEM NO#	DESCRIPTION	BANK	CHECK	STAT	DUE DT	DISC DT	GROSS BALANCE	PAYMENT DISCOUNT	OUTSTANDING
I 202304179255		LOGITECH KEYBOARD	APBNK	4/07/2023	D	3/15/2023		105.00	105.00CR	
		G/L ACCOUNT		CK: 001476				105.00		
	101 41520-01-392.00	P.C. ACCESSORIES & SUPPLIES					105.00	LOGITECH KEYBOARD		
I 202304179256		WALL CLOCK FOR OFFICE	APBNK	4/07/2023	D	3/15/2023		21.51	21.51CR	
		G/L ACCOUNT		CK: 001476				21.51		
	101 41810-01-209.00	OTHER OFFICE SUPPLIES					21.51	WALL CLOCK FOR OFFICE		
I 202304179257		SCREEN PROTECTOR FOR I.T.	APBNK	4/07/2023	D	3/23/2023		10.99	10.99CR	
		G/L ACCOUNT		CK: 001476				10.99		
	101 41810-01-209.00	OTHER OFFICE SUPPLIES					10.99	SCREEN PROTECTOR FOR I.T.		
I 202304179258		MKTG EXPO AND COMMISSIONS	APBNK	4/07/2023	D	2/28/2023		75.00	75.00CR	
		G/L ACCOUNT		CK: 001476				75.00		
	101 41320-41-315.00	SPECIAL PROGRAMS					75.00	MKTG EXPO AND COMMISSIONS		
I 202304179259		MKTG EXPO & COMMISSIONS	APBNK	4/07/2023	D	3/01/2023		4.27	4.27CR	
		G/L ACCOUNT		CK: 001476				4.27		
	101 41320-41-315.00	SPECIAL PROGRAMS					4.27	MKTG EXPO & COMMISSIONS		
I 202304179260		10-KEY MACHINE - LEHR	APBNK	4/07/2023	D	3/02/2023		146.00	146.00CR	
		G/L ACCOUNT		CK: 001476				146.00		
	101 41520-01-570.00	OFFICE EQUIPMENT PURCHASES					146.00	10-KEY MACHINE - LEHR		
I 202304179261		PW REMOTE VIEWING SOFTWARE	APBNK	4/07/2023	D	3/19/2023		309.41	309.41CR	
		G/L ACCOUNT		CK: 001476				309.41		
	601 49400-01-394.00	P.C. SOFTWARE PURCHASES					309.41	PW REMOTE VIEWING SOFTWARE		
I 202304179262		WALL STREET JOURNAL SUB	APBNK	4/07/2023	D	3/04/2023		38.99	38.99CR	
		G/L ACCOUNT		CK: 001476				38.99		
	201 46300-01-433.00	DUES & SUBSCRIPTIONS					38.99	WALL STREET JOURNAL SUB		
I 202304179263		BINGO PRIZES FOR EXPO	APBNK	4/07/2023	D	3/01/2023		164.41	164.41CR	
		G/L ACCOUNT		CK: 001476				164.41		
	201 46300-01-219.00	OTHER OPERATING SUPPLIES					164.41	BINGO PRIZES FOR EXPO		
I 202304179264		COFFEE DRINKS AT EXPO	APBNK	4/07/2023	D	3/06/2023		440.70	440.70CR	
		G/L ACCOUNT		CK: 001476				440.70		
	201 46300-01-219.00	OTHER OPERATING SUPPLIES					440.70	COFFEE DRINKS AT EXPO		
I 202304179265		FRAMES FOR RIBBON CUTTING	APBNK	4/07/2023	D	3/06/2023		48.17	48.17CR	
		G/L ACCOUNT		CK: 001476				48.17		
	201 46300-01-349.00	OTHER ADVERTISING					48.17	FRAMES FOR RIBBON CUTTING		
I 202304179266		HOME DEPOT GIFT CARD FOR EX	APBNK	4/07/2023	D	3/06/2023		50.00	50.00CR	
		G/L ACCOUNT		CK: 001476				50.00		
	201 46300-01-219.00	OTHER OPERATING SUPPLIES					50.00	HOME DEPOT GIFT CARD FOR EXPO		

PACKET: 06662 04/27/2023 AP CHECK RUN

VENDOR SET: 01

VENDOR SEQUENCE

VENDOR	ITEM NO#	DESCRIPTION	BANK	CHECK	STAT	DUE DT	DISC DT	GROSS BALANCE	PAYMENT DISCOUNT	OUTSTANDING
I 202304179267		EXPO ROSEMOUNT SWAG	APBNK	4/07/2023	D	3/10/2023		852.65	852.65CR	
		G/L ACCOUNT		CK: 001476				852.65		
	201	46300-01-219.00 OTHER OPERATING SUPPLIES					852.65	EXPO ROSEMOUNT SWAG		
I 202304179268		SHARON'S RETIREMENT CAKE(S)	APBNK	4/07/2023	D	3/14/2023		78.00	78.00CR	
		G/L ACCOUNT		CK: 001476				78.00		
	101	41320-31-315.00 SPECIAL PROGRAMS					78.00	SHARON'S RETIREMENT CAKE(S)		
I 202304179269		THREE NAME TAGS	APBNK	4/07/2023	D	3/17/2023		33.00	33.00CR	
		G/L ACCOUNT		CK: 001476				33.00		
	201	46300-01-209.00 OTHER OFFICE SUPPLIES					33.00	THREE NAME TAGS		
I 202304179270		SUPPLIES FOR FRONT DESK	APBNK	4/07/2023	D	3/25/2023		8.99	8.99CR	
		G/L ACCOUNT		CK: 001476				8.99		
	101	41910-01-209.00 OTHER OFFICE SUPPLIES					8.99	SUPPLIES FOR FRONT DESK		
I 202304179271		SUPPLIES FOR FRONT DESK	APBNK	4/07/2023	D	3/26/2023		11.99	11.99CR	
		G/L ACCOUNT		CK: 001476				11.99		
	101	41910-01-209.00 OTHER OFFICE SUPPLIES					11.99	SUPPLIES FOR FRONT DESK		
I 202304179272		FRONT DESK OFFICE SUPPLIES	APBNK	4/07/2023	D	3/26/2023		83.12	83.12CR	
		G/L ACCOUNT		CK: 001476				83.12		
	101	41910-01-209.00 OTHER OFFICE SUPPLIES					83.12	FRONT DESK OFFICE SUPPLIES		
I 202304179273		2 Hockey Jersey's for stude	APBNK	4/07/2023	D	3/20/2023		164.80	164.80CR	
		G/L ACCOUNT		CK: 001476				164.80		
	208	49008-01-315.00 SPECIAL PROGRAMS					164.80	2 Hockey Jersey's for student		
I 202304179274		MPPOA MEMBERSHIP DUES for 1	APBNK	4/07/2023	D	2/27/2023		62.10	62.10CR	
		G/L ACCOUNT		CK: 001476				62.10		
	101	42110-01-433.00 DUES & SUBSCRIPTIONS					62.10	MPPOA MEMBERSHIP DUES for 1		
I 202304179275		LDF MEMBERSHIP DUES for 1	APBNK	4/07/2023	D	2/28/2023		206.28	206.28CR	
		G/L ACCOUNT		CK: 001476				206.28		
	101	42110-01-433.00 DUES & SUBSCRIPTIONS					206.28	LDF MEMBERSHIP DUES for 1		
I 202304179276		Fuel for Squad	APBNK	4/07/2023	D	3/26/2023		74.07	74.07CR	
		G/L ACCOUNT		CK: 001476				74.07		
	101	43100-01-212.00 MOTOR FUELS					74.07	Fuel for Squad		
I 202304179277		MANKATO CAREER FAIR PARKING	APBNK	4/07/2023	D	2/28/2023		12.00	12.00CR	
		G/L ACCOUNT		CK: 001476				12.00		
	101	42110-01-331.00 TRAVEL EXPENSE					12.00	MANKATO CAREER FAIR PARKING		
I 202304179278		RAZORS FOR DEFIBRILLATORS	APBNK	4/07/2023	D	3/10/2023		17.64	17.64CR	
		G/L ACCOUNT		CK: 001476				17.64		
	101	42110-01-241.00 SMALL TOOLS					17.64	RAZORS FOR DEFIBRILLATORS		

PACKET: 06662 04/27/2023 AP CHECK RUN

VENDOR SET: 01

VENDOR SEQUENCE

VENDOR	ITEM NO#	DESCRIPTION	BANK	CHECK	STAT	DUE DT DISC DT	GROSS BALANCE	PAYMENT DISCOUNT	OUTSTANDING
I 202304179279		DMT OPERATOR RECERTIFICATIO G/L ACCOUNT	APBNK	4/07/2023	D	3/20/2023	75.00 75.00	75.00CR	
	208	49008-01-437.00 CONFERENCES & SEMINARS					75.00	DMT OPERATOR RECERTIFICATION	
I 202304179280		CANAM CONF REG-3542 G/L ACCOUNT	APBNK	4/07/2023	D	3/06/2023	225.00 225.00	225.00CR	
	101	42110-01-437.00 CONFERENCES & SEMINARS					225.00	CANAM CONF REG-3542	
I 202304179281		CANAM CONF LODGING-3542 G/L ACCOUNT	APBNK	4/07/2023	D	3/06/2023	348.24 348.24	348.24CR	
	101	42110-01-331.00 TRAVEL EXPENSE					348.24	CANAM CONF LODGING-3542	
I 202304179282		CRO Swag-Cups G/L ACCOUNT	APBNK	4/07/2023	D	3/09/2023	236.50 236.50	236.50CR	
	101	42110-01-435.00 COMMUNITY ENGAGEMENT SUPPLIES					236.50	CRO Swag-Cups	
I 202304179283		RESERVE CHALLENGE COINS G/L ACCOUNT	APBNK	4/07/2023	D	3/08/2023	682.00 682.00	682.00CR	
	208	49008-01-580.00 OTHER EQUIPMENT PURCHASES					682.00	RESERVE CHALLENGE COINS	
I 202304179284		Enforcer II - TM1000 (2) G/L ACCOUNT	APBNK	4/07/2023	D	3/08/2023	218.00 218.00	218.00CR	
	101	42110-01-221.00 EQUIPMENT PARTS					218.00	Enforcer II - TM1000 (2)	
I 202304179285		2 - LABEL MAKERS G/L ACCOUNT	APBNK	4/07/2023	D	3/01/2023	39.98 39.98	39.98CR	
	101	42210-01-204.00 ENVELOPES & LETTERHEADS					39.98	2 - LABEL MAKERS	
I 202304179286		MEDICAL BAG FOR BC 2 G/L ACCOUNT	APBNK	4/07/2023	D	3/06/2023	169.99 169.99	169.99CR	
	101	42210-01-219.00 OTHER OPERATING SUPPLIES					169.99	MEDICAL BAG FOR BC 2	
I 202304179287		SCBA CLEANER G/L ACCOUNT	APBNK	4/07/2023	D	3/07/2023	127.97 127.97	127.97CR	
	101	42210-01-211.00 CLEANING SUPPLIES					127.97	SCBA CLEANER	
I 202304179288		REPLACEMENT CORD FOR ROUTER G/L ACCOUNT	APBNK	4/07/2023	D	3/09/2023	20.11 20.11	20.11CR	
	101	43100-01-241.00 SMALL TOOLS					20.11	REPLACEMENT CORD FOR ROUTER	
I 202304179289		CORNHOLE BAGS G/L ACCOUNT	APBNK	4/07/2023	D	3/20/2023	44.99 44.99	44.99CR	
	101	45202-01-241.00 SMALL TOOLS					44.99	CORNHOLE BAGS	
I 202304179290		3/4" by 1/2" bushing pvc G/L ACCOUNT	APBNK	4/07/2023	D	3/03/2023	12.43 12.43	12.43CR	
	601	49400-01-229.00 OTHER MAINTENANCE SUPPLIES					12.43	3/4" by 1/2" bushing pvc	

VENDOR SEQUENCE

VENDOR	ITEM NO#	DESCRIPTION	BANK	CHECK	STAT	DUE DT	DISC DT	GROSS BALANCE	PAYMENT DISCOUNT	OUTSTANDING
I 202304179291		PARKING FOR CONFERENCE	APBNK	4/07/2023	D	3/07/2023		6.50	6.50CR	
		G/L ACCOUNT		CK: 001476				6.50		
	601 49400-01-437.00	CONFERENCES & SEMINARS					6.50	PARKING FOR CONFERENCE		
I 202304179292		DINNER CONFERENCE ST. CLOUD	APBNK	4/07/2023	D	3/07/2023		25.31	25.31CR	
		G/L ACCOUNT		CK: 001476				25.31		
	601 49400-01-437.00	CONFERENCES & SEMINARS					25.31	DINNER CONFERENCE ST. CLOUD		
I 202304179293		HOTEL FOR CONFERENCE ST CLO	APBNK	4/07/2023	D	3/09/2023		300.66	300.66CR	
		G/L ACCOUNT		CK: 001476				300.66		
	601 49400-01-437.00	CONFERENCES & SEMINARS					300.66	HOTEL FOR CONFERENCE ST CLOUD		
I 202304179294		PARKING FOR CONFERENCE	APBNK	4/07/2023	D	3/08/2023		10.00	10.00CR	
		G/L ACCOUNT		CK: 001476				10.00		
	601 49400-01-437.00	CONFERENCES & SEMINARS					10.00	PARKING FOR CONFERENCE		
I 202304179295		PARKING CONFERENCE ST. CLOU	APBNK	4/07/2023	D	3/09/2023		4.00	4.00CR	
		G/L ACCOUNT		CK: 001476				4.00		
	601 49400-01-437.00	CONFERENCES & SEMINARS					4.00	PARKING CONFERENCE ST. CLOUD		
I 202304179296		DINNER CONFERENCE ST CLOUD	APBNK	4/07/2023	D	3/08/2023		18.24	18.24CR	
		G/L ACCOUNT		CK: 001476				18.24		
	601 49400-01-437.00	CONFERENCES & SEMINARS					18.24	DINNER CONFERENCE ST CLOUD		
I 202304179297		WEEKLY PLANNER/APPOINTMENT	APBNK	4/07/2023	D	3/16/2023		24.93	24.93CR	
		G/L ACCOUNT		CK: 001476				24.93		
	101 45202-01-208.00	MISCELLANEOUS SUPPLIES					24.93	WEEKLY PLANNER/APPOINTMENT BK		
I 202304179298		PHONE CASE FOR DOUG HOLZER	APBNK	4/07/2023	D	3/16/2023		18.99	18.99CR	
		G/L ACCOUNT		CK: 001476				18.99		
	601 49400-01-321.00	TELEPHONE COSTS					18.99	PHONE CASE FOR DOUG HOLZER		
I 202304179299		Repair tape for wood doors	APBNK	4/07/2023	D	3/08/2023		35.85	35.85CR	
		G/L ACCOUNT		CK: 001476				35.85		
	101 41940-01-223.00	BUILDING REPAIR SUPPLIES					35.85	Repair tape for wood doors		
I 202304179300		blow guns	APBNK	4/07/2023	D	3/15/2023		27.18	27.18CR	
		G/L ACCOUNT		CK: 001476				27.18		
	101 41940-01-223.00	BUILDING REPAIR SUPPLIES					27.18	blow guns		
I 202304179301		track straightener	APBNK	4/07/2023	D	3/16/2023		85.99	85.99CR	
		G/L ACCOUNT		CK: 001476				85.99		
	101 41940-01-223.00	BUILDING REPAIR SUPPLIES					85.99	track straightener		
I 202304179302		air blow guns	APBNK	4/07/2023	D	3/16/2023		26.58	26.58CR	
		G/L ACCOUNT		CK: 001476				26.58		
	101 41940-01-223.00	BUILDING REPAIR SUPPLIES					26.58	air blow guns		

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VENDOR SET: 01

VENDOR SEQUENCE

VENDOR	ITEM NO#	DESCRIPTION	BANK	CHECK	STAT	DUE DT	DISC DT	GROSS BALANCE	PAYMENT DISCOUNT	OUTSTANDING
I 202304179303		2023 APWA-MN SPRING CONF. R	APBNK	4/07/2023	D	3/21/2023		620.99	620.99CR	
		G/L ACCOUNT		CK: 001476				620.99		
	101	43121-01-437.00 CONFERENCES & SEMINARS					620.99	2023 APWA-MN SPRING CONF. REG		
I 202304179304		DRINKING WATER - JIM K SEND	APBNK	4/07/2023	D	3/22/2023		10.98	10.98CR	
		G/L ACCOUNT		CK: 001476				10.98		
	101	41320-31-315.00 SPECIAL PROGRAMS					10.98	DRINKING WATER - JIM K SENDOFF		
I 202304179305		2023 NPWW POSTERS (3)	APBNK	4/07/2023	D	3/22/2023		56.10	56.10CR	
		G/L ACCOUNT		CK: 001476				56.10		
	101	43121-01-437.00 CONFERENCES & SEMINARS					56.10	2023 NPWW POSTERS (3)		
I 202304179306		EJCDC - General Conditions	APBNK	4/07/2023	D	3/14/2023		290.00	290.00CR	
		G/L ACCOUNT		CK: 001476				290.00		
	101	43121-01-433.00 DUES & SUBSCRIPTIONS					290.00	EJCDC - General Conditions		
I 202304179307		SPRING WORKSHOP	APBNK	4/07/2023	D	3/01/2023		130.00	130.00CR	
		G/L ACCOUNT		CK: 001476				130.00		
	101	45202-01-437.00 CONFERENCES & SEMINARS					130.00	SPRING WORKSHOP		
I 202304179308		BLUE HIGHLIGHTERS FOR ENG	APBNK	4/07/2023	D	3/02/2023		8.59	8.59CR	
		G/L ACCOUNT		CK: 001476				8.59		
	101	41810-01-209.00 OTHER OFFICE SUPPLIES					8.59	BLUE HIGHLIGHTERS FOR ENG		
I 202304179309		HANGING FILE FOLDERS - LETT	APBNK	4/07/2023	D	3/04/2023		15.09	15.09CR	
		G/L ACCOUNT		CK: 001476				15.09		
	101	41810-01-209.00 OTHER OFFICE SUPPLIES					15.09	HANGING FILE FOLDERS - LETTER		
I 202304179310		PHONE CASE & ADAPTOR	APBNK	4/07/2023	D	3/05/2023		44.95	44.95CR	
		G/L ACCOUNT		CK: 001476				44.95		
	101	41810-01-209.00 OTHER OFFICE SUPPLIES					44.95	PHONE CASE & ADAPTOR		
I 202304179311		KEURIG BREWER CLEANSE KIT	APBNK	4/07/2023	D	3/05/2023		12.79	12.79CR	
		G/L ACCOUNT		CK: 001476				12.79		
	101	41810-01-209.00 OTHER OFFICE SUPPLIES					12.79	KEURIG BREWER CLEANSE KIT		
I 202304179312		iPhone Case	APBNK	4/07/2023	D	3/09/2023		12.99	12.99CR	
		G/L ACCOUNT		CK: 001476				12.99		
	101	41810-01-209.00 OTHER OFFICE SUPPLIES					12.99	iPhone Case		
I 202304179313		COMMERCIAL SCRUB BRUSH	APBNK	4/07/2023	D	3/03/2023		104.99	104.99CR	
		G/L ACCOUNT		CK: 001476				104.99		
	101	45100-01-221.00 EQUIPMENT PARTS					104.99	COMMERCIAL SCRUB BRUSH		
I 202304179314		RCC CLOCKS	APBNK	4/07/2023	D	3/03/2023		106.20	106.20CR	
		G/L ACCOUNT		CK: 001476				106.20		
	101	45100-01-221.00 EQUIPMENT PARTS					106.20	RCC CLOCKS		

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VENDOR SET: 01

VENDOR SEQUENCE

VENDOR	ITEM NO#	DESCRIPTION	BANK	CHECK	STAT	DUE DT DISC DT	GROSS BALANCE	PAYMENT DISCOUNT	OUTSTANDING
I 202304179315		TOILET TANK STEEPLE CENTER	APBNK	4/07/2023	D	3/03/2023	105.45	105.45CR	
		G/L ACCOUNT		CK: 001476			105.45		
	101 45100-30-223.00	BUILDING REPAIR SUPPLIES				105.45	TOILET TANK STEEPLE CENTER		
I 202304179316		LAUNDRY BASKETS STEEPLE CEN	APBNK	4/07/2023	D	3/05/2023	88.81	88.81CR	
		G/L ACCOUNT		CK: 001476			88.81		
	101 45100-30-221.00	EQUIPMENT PARTS				88.81	LAUNDRY BASKETS STEEPLE CENTER		
I 202304179317		DRAIN CAPS FOR WET/DRY VACU	APBNK	4/07/2023	D	3/08/2023	36.48	36.48CR	
		G/L ACCOUNT		CK: 001476			36.48		
	101 45100-01-221.00	EQUIPMENT PARTS				36.48	DRAIN CAPS FOR WET/DRY VACUUM		
I 202304179318		DOOR STOPS AND SIGN HOLDER	APBNK	4/07/2023	D	3/22/2023	174.59	174.59CR	
		G/L ACCOUNT		CK: 001476			174.59		
	101 45100-01-221.00	EQUIPMENT PARTS				174.59	DOOR STOPS AND SIGN HOLDER		
I 202304179319		SENIOR YOGA SUPPLIES	APBNK	4/07/2023	D	2/28/2023	20.54	20.54CR	
		G/L ACCOUNT		CK: 001476			20.54		
	101 45100-87-219.00	OTHER OPERATING SUPPLIES				20.54	SENIOR YOGA SUPPLIES		
I 202304179320		SENIOR CRAFT SUPPLIES	APBNK	4/07/2023	D	3/11/2023	71.43	71.43CR	
		G/L ACCOUNT		CK: 001476			71.43		
	101 45100-87-219.00	OTHER OPERATING SUPPLIES				71.43	SENIOR CRAFT SUPPLIES		
I 202304179321		MIC HOLDER FOR SC PODIUM	APBNK	4/07/2023	D	3/11/2023	13.85	13.85CR	
		G/L ACCOUNT		CK: 001476			13.85		
	101 45100-30-219.00	OTHER OPERATING SUPPLIES				13.85	MIC HOLDER FOR SC PODIUM		
I 202304179322		NEW PODIUM FOR SC	APBNK	4/07/2023	D	3/10/2023	257.34	257.34CR	
		G/L ACCOUNT		CK: 001476			257.34		
	101 45100-30-219.00	OTHER OPERATING SUPPLIES				257.34	NEW PODIUM FOR SC		
I 202304179323		NEW PHONE ACCESSORIES	APBNK	4/07/2023	D	3/05/2023	89.48	89.48CR	
		G/L ACCOUNT		CK: 001476			89.48		
	101 45100-01-219.00	OTHER OPERATING SUPPLIES				89.48	NEW PHONE ACCESSORIES		
I 202304179324		Compost Bins - Steeple Cent	APBNK	4/07/2023	D	3/10/2023	127.53	127.53CR	
		G/L ACCOUNT		CK: 001476			127.53		
	101 45100-30-219.00	OTHER OPERATING SUPPLIES				127.53	Compost Bins - Steeple Center		
I 202304179325		TABLE THROW - PR	APBNK	4/07/2023	D	3/15/2023	159.47	159.47CR	
		G/L ACCOUNT		CK: 001476			159.47		
	101 45100-01-219.00	OTHER OPERATING SUPPLIES				159.47	TABLE THROW - PR		
I 202304179326		Return Shipping	APBNK	4/07/2023	D	3/16/2023	10.55	10.55CR	
		G/L ACCOUNT		CK: 001476			10.55		
	205 49005-01-534.00	IMPROVEMENTS OTHER THAN BLDGS				10.55	Return Shipping		

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VENDOR SET: 01

VENDOR SEQUENCE

VENDOR	ITEM NO#	DESCRIPTION	BANK	CHECK	STAT	DUE DT	DISC DT	GROSS BALANCE	PAYMENT DISCOUNT	OUTSTANDING
I 202304179327		Annual Membership Dues	APBNK	4/07/2023	D	3/17/2023		35.00	35.00CR	
		G/L ACCOUNT		CK: 001476				35.00		
	101 45100-01-433.00	DUES & SUBSCRIPTIONS					35.00	Annual Membership Dues		
I 202304179329		Kites for Egg Hunt	APBNK	4/07/2023	D	3/02/2023		219.09	219.09CR	
		G/L ACCOUNT		CK: 001476				219.09		
	101 45100-01-219.00	OTHER OPERATING SUPPLIES					219.09	Kites for Egg Hunt		
I 202304179330		T-Shirts for Start Right	APBNK	4/07/2023	D	3/07/2023		380.12	380.12CR	
		G/L ACCOUNT		CK: 001476				380.12		
	101 45100-93-219.00	OTHER OPERATING SUPPLIES					380.12	T-Shirts for Start Right		
I 202304179331		Story Walk Supplies	APBNK	4/07/2023	D	3/10/2023		190.89	190.89CR	
		G/L ACCOUNT		CK: 001476				190.89		
	101 45100-01-219.00	OTHER OPERATING SUPPLIES					190.89	Story Walk Supplies		
I 202304179332		Safety Camp supplies	APBNK	4/07/2023	D	3/15/2023		144.14	144.14CR	
		G/L ACCOUNT		CK: 001476				144.14		
	101 45100-91-219.00	OTHER OPERATING SUPPLIES					144.14	Safety Camp supplies		
I 202304179333		Summer Kids Corner supplies	APBNK	4/07/2023	D	3/16/2023		238.20	238.20CR	
		G/L ACCOUNT		CK: 001476				238.20		
	101 45100-01-219.00	OTHER OPERATING SUPPLIES					238.20	Summer Kids Corner supplies		
I 202304179334		Air horns	APBNK	4/07/2023	D	3/16/2023		29.88	29.88CR	
		G/L ACCOUNT		CK: 001476				29.88		
	101 45100-01-219.00	OTHER OPERATING SUPPLIES					29.88	Air horns		
I 202304179335		Summer supplies	APBNK	4/07/2023	D	3/16/2023		535.89	535.89CR	
		G/L ACCOUNT		CK: 001476				535.89		
	101 45100-01-219.00	OTHER OPERATING SUPPLIES					535.89	Summer supplies		
I 202304179336		Camp supplies	APBNK	4/07/2023	D	3/24/2023		237.82	237.82CR	
		G/L ACCOUNT		CK: 001476				237.82		
	101 45100-91-219.00	OTHER OPERATING SUPPLIES					237.82	Camp supplies		
I 202304179337		SIGN HOLDERS, POSTCARDS, TO	APBNK	4/07/2023	D	3/15/2023		277.20	277.20CR	
		G/L ACCOUNT		CK: 001476				277.20		
	101 41810-01-209.00	OTHER OFFICE SUPPLIES					277.20	SIGN HOLDERS, POSTCARDS, TONER		
I 202304179338		HP 746 CYAN - POSTER PRINTE	APBNK	4/07/2023	D	3/15/2023		159.90	159.90CR	
		G/L ACCOUNT		CK: 001476				159.90		
	101 41810-01-209.00	OTHER OFFICE SUPPLIES					159.90	HP 746 CYAN - POSTER PRINTER		
I 202304179339		ONLINE CLASS EVALUATIONS	APBNK	4/07/2023	D	3/10/2023		25.00	25.00CR	
		G/L ACCOUNT		CK: 001476				25.00		
	101 45100-01-437.00	CONFERENCES & SEMINARS					25.00	ONLINE CLASS EVALUATIONS		

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VENDOR SET: 01

VENDOR SEQUENCE

VENDOR	ITEM NO#	DESCRIPTION	BANK	CHECK	STAT	DUE DT	DISC DT	GROSS BALANCE	PAYMENT DISCOUNT	OUTSTANDING
			DRAFTS			1		14,092.44	14,092.44CR	0.00
								14,092.44	0.00	
01-220480 VERIZON WIRELESS										
I 9929790551		PD CELLULAR SERVICE 03/10/2	APBNK	4/27/2023	R	3/10/2023		1,326.73	1,326.73CR	
		G/L ACCOUNT		CK: 152245				1,326.73		
	101 42110-01-321.00	TELEPHONE COSTS					1,326.73	PD CELLULAR SERVICE 03/10/2023		
I 9931488446		PD AIR CARDS-SQUAD LAPTOPS	APBNK	4/27/2023	R	4/01/2023		660.16	660.16CR	
		G/L ACCOUNT		CK: 152245				660.16		
	101 42110-01-329.00	OTHER COMMUNICATION COSTS					660.16	PD AIR CARDS-SQUAD LAPTOPS		
I 9931488447		FD & GOV'T BLDGS DATA LINES	APBNK	4/27/2023	R	4/01/2023		480.13	480.13CR	
		G/L ACCOUNT		CK: 152245				480.13		
	101 42210-01-321.00	TELEPHONE COSTS					330.09	FD & GOV'T BLDGS DATA LINES		
	101 41810-01-321.00	TELEPHONE COSTS					150.04	FD & GOV'T BLDGS DATA LINES		
			REG. CHECK			1		2,467.02	2,467.02CR	0.00
								2,467.02	0.00	
01-001256 VIKING AUTOMATIC SPRINKLER										
I 1025-F274231		5 YR INTERNAL INSPEC-MECH S	APBNK	4/27/2023	R	4/20/2023		950.00	950.00CR	
		G/L ACCOUNT		CK: 152246				950.00		
	101 41940-01-319.00	OTHER PROFESSIONAL SERVICES					950.00	5 YR INTERNAL INSPEC-MECH SHOP		
I 1025-F274232		5 YR INTERNAL INSPEC-FS #2	APBNK	4/27/2023	R	4/20/2023		950.00	950.00CR	
		G/L ACCOUNT		CK: 152246				950.00		
	101 41940-01-319.00	OTHER PROFESSIONAL SERVICES					950.00	5 YR INTERNAL INSPEC-FS #2		
I 1025-F274233		5 YR INTERNAL INSPEC-FS #1	APBNK	4/27/2023	R	4/20/2023		950.00	950.00CR	
		G/L ACCOUNT		CK: 152246				950.00		
	101 41940-01-319.00	OTHER PROFESSIONAL SERVICES					950.00	5 YR INTERNAL INSPEC-FS #1		
			REG. CHECK			1		2,850.00	2,850.00CR	0.00
								2,850.00	0.00	
01-002340 VONBANK LAWN CARE										
I 25806		APRIL LAWN MAINTENANCE	APBNK	4/27/2023	R	4/09/2023		1,700.00	1,700.00CR	
		G/L ACCOUNT		CK: 152247				1,700.00		
	101 45202-01-409.00	OTHER CONTRACTED REPAIR & MAIN					1,700.00	APRIL LAWN MAINTENANCE		
			REG. CHECK			1		1,700.00	1,700.00CR	0.00
								1,700.00	0.00	

PACKET: 06662 04/27/2023 AP CHECK RUN

VENDOR SET: 01

VENDOR SEQUENCE

VENDOR	ITEM NO#	DESCRIPTION	BANK	CHECK	STAT	DUE DT DISC DT	GROSS BALANCE	PAYMENT DISCOUNT	OUTSTANDING

01-002460 WESTWOOD PROFESSIONAL SERVI									
I	1230400205	SURVEY WORK-RSMT REC CENTER	APBNK	4/27/2023	R	4/17/2023	1,692.50	1,692.50CR	
		G/L ACCOUNT		CK: 152248			1,692.50		
	476	48000-01-319.00	OTHER PROFESSIONAL SERVICES			1,692.50	SURVEY WORK-RSMT REC CENTER		
			REG. CHECK			1	1,692.50	1,692.50CR	0.00
							1,692.50	0.00	

01-005808 WEX HEALTH INC									
I	0001714922-IN	MARCH ADMIN FEES	APBNK	4/25/2023	D	3/31/2023	284.75	284.75CR	
		G/L ACCOUNT		CK: 001477			284.75		
	101	41320-31-319.00	OTHER PROFESSIONAL SERVICES			284.75	MARCH ADMIN FEES		
			DRAFTS			1	284.75	284.75CR	0.00
							284.75	0.00	

01-004606 WILLIAMS SCOTSMAN INC									
I	9017516071	PW PARKS TRAILER RENTAL	APBNK	4/27/2023	R	4/25/2023	780.28	780.28CR	
		G/L ACCOUNT		CK: 152249			780.28		
	101	45202-01-416.00	MACHINERY RENTAL			780.28	PW PARKS TRAILER RENTAL		
			REG. CHECK			1	780.28	780.28CR	0.00
							780.28	0.00	

01-231910 WSB AND ASSOCIATES INC									
I	19687-000-12	CENTRAL PARK MASTER PLAN	APBNK	4/27/2023	R	4/20/2023	1,428.00	1,428.00CR	
		G/L ACCOUNT		CK: 152250			1,428.00		
	205	49005-01-530.00	IMPROVEMENTS OTHER THAN BLDGS			1,428.00	CENTRAL PARK MASTER PLAN		
I	22008-000-3	MASTER PLAN-ERICKSON PARK	APBNK	4/27/2023	R	4/20/2023	3,231.00	3,231.00CR	
		G/L ACCOUNT		CK: 152250			3,231.00		
	205	49005-01-530.00	IMPROVEMENTS OTHER THAN BLDGS			3,231.00	MASTER PLAN-ERICKSON PARK		
I	22437-000-1	TALAMORE PARK DESIGN	APBNK	4/27/2023	R	4/20/2023	1,327.75	1,327.75CR	
		G/L ACCOUNT		CK: 152250			1,327.75		
	205	49005-01-535.00	IMPROVEMENTS OTHER THAN BLDGS			1,327.75	TALAMORE PARK DESIGN		
			REG. CHECK			1	5,986.75	5,986.75CR	0.00
							5,986.75	0.00	

PACKET: 06662 04/27/2023 AP CHECK RUN

VENDOR SET: 01

VENDOR SEQUENCE

VENDOR	ITEM NO#	DESCRIPTION	BANK	CHECK	STAT	DUE DT	DISC DT	GROSS BALANCE	PAYMENT DISCOUNT	OUTSTANDING

01-000443 XCEL ENERGY										
I	51-0014432072-8	STREET LIGHTS-AKRON/BONAIRE	APBNK	4/27/2023	R	4/11/2023		872.00	872.00CR	
		G/L ACCOUNT		CK: 152251				872.00		
	446	48000-01-530.00	IMPROVEMENTS	OTHER THAN	BLDGS		872.00	STREET LIGHTS-AKRON/BONAIRE		
I	51-0014432078-4	STREET LIGHTS-AKRON/CONNEMA	APBNK	4/27/2023	R	4/11/2023		320.00	320.00CR	
		G/L ACCOUNT		CK: 152251				320.00		
	608	49508-01-530.00	IMPROVEMENTS	OTHER THAN	BLDGS		320.00	STREET LIGHTS-AKRON/CONNEMARA		
				REG. CHECK			1	1,192.00	1,192.00CR	0.00
								1,192.00	0.00	

01-260170 ZARNOTH BRUSH WORKS INC										
I	193316-IN	SWEEPER PARTS	APBNK	4/27/2023	R	4/05/2023		1,149.90	1,149.90CR	
		G/L ACCOUNT		CK: 152252				1,149.90		
	101	43100-01-221.00	EQUIPMENT	PARTS			1,149.90	SWEEPER PARTS		
I	193373-IN	SWEEPER PARTS	APBNK	4/27/2023	R	4/10/2023		524.00	524.00CR	
		G/L ACCOUNT		CK: 152252				524.00		
	101	43100-01-221.00	EQUIPMENT	PARTS			524.00	SWEEPER PARTS		
I	193429-IN	SWEEPER PARTS	APBNK	4/27/2023	R	4/12/2023		1,268.50	1,268.50CR	
		G/L ACCOUNT		CK: 152252				1,268.50		
	101	43100-01-221.00	EQUIPMENT	PARTS			1,268.50	SWEEPER PARTS		
				REG. CHECK			1	2,942.40	2,942.40CR	0.00
								2,942.40	0.00	

01-260960 ZIEGLER INC										
I	SI000317554	LIFT INSPECTION/REPAIRS	APBNK	4/27/2023	R	4/18/2023		653.85	653.85CR	
		G/L ACCOUNT		CK: 152253				653.85		
	101	45100-01-404.00	CONTRACTED	MACH & EQUIP	R & M		326.92	LIFT INSPECTION/REPAIRS		
	650	45130-01-404.00	CONTRACTED	MACH & EQUIP	R & M		326.93	LIFT INSPECTION/REPAIRS		
				REG. CHECK			1	653.85	653.85CR	0.00
								653.85	0.00	

PACKET: 06662 04/27/2023 AP CHECK RUN

VENDOR SET: 01

R E P O R T T O T A L S

F U N D D I S T R I B U T I O N

FUND NO#	FUND NAME	AMOUNT
101	GENERAL FUND	190,622.83CR
201	PORT AUTHORITY FUND	1,638.92CR
202	BUILDING CIP FUND	43,151.55CR
205	PARK IMPROVEMENT FUND	10,460.37CR
206	INSURANCE FUND	6,776.05CR
207	EQUIPMENT CIP FUND	11,163.64CR
208	DUI FORFEITURE FUND	921.80CR
421	PD & PW BUILDINGS PROJECT	340.31CR
427	DUNMORE	46,548.38CR
446	BONAIRE PATH	872.00CR
476	LIFE TIME	1,692.50CR
486	2023 PAVEMENT MANAGEMENT	1,126.02CR
601	WATER UTILITY FUND	18,036.72CR
602	SEWER UTILITY FUND	71,433.80CR
603	STORM WATER UTILITY FUND	1,724.69CR
604	CAPITAL INVESTMENT FUND	311.87CR
608	STREET LIGHT UTILITY FUND	505.28CR
628	DRIVER AVE & TRK SWR EXT	767,475.32CR
650	ARENA FUND	9,525.57CR
** TOTALS **		1,184,327.62CR

---- TYPE OF CHECK TOTALS ----

	NUMBER	GROSS BALANCE	PAYMENT DISCOUNT	OUTSTANDING
HAND CHECKS		0.00	0.00	0.00
		0.00	0.00	
DRAFTS	8	48,306.16	48,306.16CR	0.00
		48,306.16	0.00	
REG-CHECKS	109	1,136,021.46	1,136,021.46CR	0.00
		1,136,021.46	0.00	
EFT		0.00	0.00	0.00
		0.00	0.00	
NON-CHECKS		0.00	0.00	0.00
		0.00	0.00	
ALL CHECKS	117	1,184,327.62	1,184,327.62CR	0.00
		1,184,327.62	0.00	

ERRORS:

0

WARNINGS:

0

4/27/2023



**ROSEMOUNT CITY COUNCIL
REGULAR MEETING PROCEEDINGS
APRIL 18, 2023**

CALL TO ORDER

Pursuant to due call and notice thereof a regular meeting of the Rosemount City Council was held on Tuesday, April 18, 2023, at 7:00 p.m. in Rosemount Council Chambers 2875 145th Street West.

Mayor Weisensel called the meeting to order with Councilmember Essler, Freske, Klimpel and Theisen attending.

Staff present included the following;

- Community Development Director Kienberger
- Economic Development Coordinator Van Oss

APPROVAL OF AGENDA

Motion by Weisensel Second by Klimpel

Motion to Adopt the Agenda

Ayes: 5.

Nays: None. Motion carried.

PRESENTATIONS, PROCLAMATIONS AND ACKNOWLEDGEMENTS

3.a. Recognition of City of Rosemount Volunteers

City Administrator Martin recognized National Volunteer Week. Mayor Weisensel read proclamation.

3.b. Fair Housing Proclamation

Economic Development Coordinator Van Oss recognized April is fair housing month. Mayor read proclamation.

Motion by Klimpel Second By Essler

Motion to approve the proclamation

Ayes: Essler, Klimpel, Weisensel, Theisen, Freske

Nays: None. Motion carried.

PUBLIC COMMENT

None

RESPONSE TO PUBLIC COMMENT

None

CONSENT AGENDA

Motion by Theisen Second by Freske

Motion to approve consent agenda items

**ROSEMOUNT CITY COUNCIL
REGULAR MEETING PROCEEDINGS
APRIL 18, 2023**

- a. Bills Listing
- b. Minutes of the April 4, 2023 Regular Meeting
- c. Minutes of the April 4, 2023 Work Session Proceedings
- d. Minutes of the March 8, 2023 Goal Setting Special Work Session Proceedings
- e. Approval Cost Share Agreement with Dakota County for ePollbooks
- f. Approval to Execute Opioid Settlement Documents
- g. Approve Scope, Plans, & Specifications and Authorize Advertisement for Bids for the Construction of Akron Avenue South Extension
- h. Accept Public Street and Utilities – Dunmore 2nd Addition, City Project 2018-13
- i. Body Worn Camera Biennial Audit
- j. Request by Furlong Excavating for renewal of its Small-Scale Mineral Extraction Permit for 2023
- k. Second Amendment to Purchase Agreement - McMenomy Woods
- l. Approve Settlement Agreement with Previous Employee

Ayes: Klimpel, Weisensel, Theisen, Freske, Essler

Nays: None. Motion carried.

PUBLIC HEARINGS

7.a. Application for Consumption and Display (Set Up) Permit, Genesis Ranch LLC

City Clerk Fasbender summarized Genesis Ranch's request for a Consumption & Display Permit located at 13272 Pine Bend Trail.

Consumption and Display (Set Up) Permits to be issued to establishments in accordance with the provisions of Minnesota Statutes Section 340A.414 for the consumption or display of intoxicating liquor or the serving of any liquid for the purpose of mixing with intoxicating liquor. The permit does not authorize the sale of intoxicating liquor.

Mayor Weisensel opened the public hearing at 7:20 p.m.

No public comments received.

Motion by Weisensel Second by Essler

Motion to close the public hearing at 7:21 p.m.

Ayes: 5.

Nays: None. Motion carried.

Motion by Essler Second by Freske

Motion to Approve the Consumption and Display Permit for Genesis Ranch LLC on the premise located at 13272 Pine Bend Trail

Ayes: Weisensel, Theisen, Freske, Essler, Klimpel

Nays: None. Motion carried.

**ROSEMOUNT CITY COUNCIL
REGULAR MEETING PROCEEDINGS
APRIL 18, 2023**

ANNOUNCEMENTS

10.a. Staff Updates

City Administrator Martin provided the following staff updates; Lifetime Project will received bids and close on the land in the coming weeks and currently several job openings at the City of Rosemount.

10.b. Upcoming Community Calendar

Mayor Weisensel reviewed the calendar of events and upcoming meetings.

ADJOURNMENT

There being no further business to come before the City Council at the regular council meeting and upon a motion by Essler and a second by Theisen the meeting was at 7:27 p.m.

Respectfully submitted,

Erin Fasbender
City Clerk

**ROSEMOUNT CITY COUNCIL
CLOSED WORK SESSION PROCEEDINGS
April 28, 2023**

CALL TO ORDER

Pursuant to due call and notice thereof a closed work session of the Rosemount City Council was held on Tuesday, April 18, 2023, at 4:15 pm at Rosemount City Hall, Conference Room, 2874 145th Street West.

Mayor Weisensel called the meeting to order with Council members Essler, Theisen, Klimpel and Freske. Staff present included City Administrator Martin and Assistant City Administrator Foster and City Attorney Mary Tietjan.

DISCUSSION

Mayor Weisensel made a motion and a second by Councilmember Klimpel to close the session at 4:16 p.m. pursuant to Minn. Stat. Section 13D.05, subd. 3(b) for an attorney-client privilege discussion related to the matter pending at the State of Minnesota Office of Administrative Hearings (OAH # 8-3600-36299) entitled "In the Matter of the City of Rosemount v. Jason Waage and the Public Employees Retirement Association.

ADJOURNMENT

There being no further business to come before the City Council and upon a motion by Weisensel, second by Freske, the meeting was unanimously adjourned at 4:44 pm.

Respectfully Submitted,

Erin Fasbender
City Clerk

City Council Regular Meeting: May 2, 2023

AGENDA ITEM: Donation Acceptance from Hosanna Church	AGENDA SECTION: CONSENT AGENDA
PREPARED BY: Mikael Dahlstrom, Police Chief	AGENDA NO. 6.d.
ATTACHMENTS: Resolution	APPROVED BY: LJM
RECOMMENDED ACTION: Motion to approve the acceptance and expenditure of \$875 dollars from Hosanna Church to be used to support the needs of the Rosemount Police Reserves.	

BACKGROUND

On Saturday, April 1st, 2023, Chief Dahlstrom and members of the volunteer Police Reserves unit spent the morning volunteering at the Heartland Outlet in Shakopee. The Heartland Outlet is an outlet store that sells heavily discounted household items (i.e. flooring, bathtubs, toilets, vanities, small appliances, etc.) for the purpose of supporting HEART ministry of Hosanna Church. Heart is a volunteer-led and staffed ministry established by Hosanna Church that partners with businesses, ministries, and government agencies to assist individuals, families, and communities locally and nationally in times of difficulty and crisis.

In appreciation for volunteering to help run the store on April 1st, Hosanna Church donated a portion of their proceeds to assist with the equipment and operations of the Rosemount Police Reserve unit.

Finally, it is important to note that the police department often receives assistance from HEART throughout the year to help families/individuals in need and to support various community engagement functions.

RECOMMENDATION

Staff recommends the Council approve the donation and expenditure of \$875 dollars to be used to assist with the operating needs of the Rosemount Police Reserve unit.

**CITY OF ROSEMOUNT
DAKOTA COUNTY, MINNESOTA**

RESOLUTION 2023 - 52

A RESOLUTION ACCEPTING A DONATION TO THE CITY

WHEREAS, the City of Rosemount is generally authorized to accept donations of real and personal property pursuant to Minnesota Statutes Section 465.03 for the benefit of its citizens and is specifically authorized to accept gifts.

WHEREAS, the following persons and entities have offered to contribute the cash set forth below to the city:

<u>Name of Donor</u>	<u>Amount</u>
Hosanna Church	\$875

WHEREAS, all such donations have been contributed to the city for the benefit of its citizens, as allowed by law; and

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

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ROSEMOUNT, MINNESOTA AS FOLLOWS:

1. The donations described above are accepted and shall be used to establish and/or operate services either alone or in cooperation with others, as allowed by law.
2. The city clerk is hereby directed to issue receipts to each donor acknowledging the city's receipt of the donor's donation.

ADOPTED this 2nd day of May 2023, by the City Council of the City of Rosemount.

Jeffery D. Weisensel, Mayor

ATTEST:

Erin Fasbender, City Clerk

City Council Regular Meeting: May 2, 2023

AGENDA ITEM: Donation Acceptance from Minnesota Energy Resources	AGENDA SECTION: CONSENT AGENDA
PREPARED BY: Michelle Rambo, Office Specialist	AGENDA NO. 6.e.
ATTACHMENTS: Resolution	APPROVED BY: LJM
RECOMMENDED ACTION: Motion to approve the acceptance and expenditure of \$500 dollars from Minnesota Energy Resources to be used for Safety Camp.	

BACKGROUND

The Parks and Recreation department received a donation from Minnesota Energy Resources for \$500. The donation will be used for Safety Camp programming costs.

RECOMMENDATION

Motion to approve the acceptance and expenditure of \$500 dollars from Minnesota Energy Resources to be used for Safety Camp.

**CITY OF ROSEMOUNT
DAKOTA COUNTY, MINNESOTA**

RESOLUTION 2023 - 51

A RESOLUTION ACCEPTING A DONATION TO THE CITY

WHEREAS, the City of Rosemount is generally authorized to accept donations of real and personal property pursuant to Minnesota Statutes Section 465.03 et seq. for the benefit of its citizens and is specifically authorized to accept gifts;

WHEREAS, the following persons and entities have offered to contribute the cash amounts set forth below to the city:

Minnesota Energy Resources

\$500.00

WHEREAS, the terms or conditions of the donations, if any, are as follows:

Parks & Recreation: Safety Camp – speaker presentations, t-shirts, lunch and miscellaneous programming costs.

WHEREAS, all such donations have been contributed to the city for the benefit of its citizens, as allowed by law; and

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

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

1. The donations described above are accepted and shall be used to establish and/or operate services either alone or in cooperation with others, as allowed by law.
2. The city clerk is hereby directed to issue receipts to each donor acknowledging the city's receipt of the donor's donation.

ADOPTED this 2nd day of May, 2023 by the City Council of the City of Rosemount.

Jeffery D. Weisensel, Mayor

ATTEST:

Erin Fasbender, City Clerk

City Council Regular Meeting: May 2, 2023

AGENDA ITEM: 2023 Service Agreement - RAAC	AGENDA SECTION: CONSENT AGENDA
PREPARED BY: Dan Schultz, Parks & Recreation Director	AGENDA NO. 6.f.
ATTACHMENTS: RAAC Service Agreement 2023 with updated attach A and B	APPROVED BY: LJM
RECOMMENDED ACTION: Motion to approve the 2023 Service Agreement with the Rosemount Area Arts Council (RAAC).	

BACKGROUND

The 2022 service agreement with RAAC has come to an end. As in past service agreements with RAAC, the agreement outlines the variety of arts and cultural programs and activities offered to the public by RAAC. In return for their programming and event planning efforts, RAAC receives rent-free use of City facilities based on City policies for RAAC sponsored activities as outlined in the service agreement. The service agreement also includes language that allows RAAC space in the Parks and Recreation Department activities brochures.

RECOMMENDATION

Staff is recommending that the City Council enter into the 2023 Service Agreement with RAAC.

**SERVICE AGREEMENT
BETWEEN THE CITY OF ROSEMOUNT
AND THE ROSEMOUNT AREA ARTS COUNCIL**

THIS AGREEMENT is made the _____ day of May 2023 by and between the City of Rosemount, a Minnesota municipal corporation (hereinafter referred to as “City”) and the Rosemount Area Arts Council, a Minnesota Non- Profit 501(c)(3) (hereinafter referred to as “RAAC”);

WITNESSETH:

WHEREAS, for the past several years RAAC has sponsored or co-sponsored a variety of community arts and cultural activities (that have included Art Blast, Author Readings, Christmas at the Steeple Center, Photo Contest, Theatrical Productions and other art events for the benefit of the residents of Rosemount and surrounding areas regardless of race, ethnicity, sexual identity, age, social, financial, and physical and mental abilities; and

WHEREAS, the city council of the City has determined that it is in the best interest of the City and its citizens to promote the City and its businesses and to provide arts and cultural opportunities for its residents and contributing to the economy of the City by entering into an agreement with the RAAC to conduct community arts and cultural activities and to provide volunteer services at the Steeple Center and Central Park Amphitheater in 2023;

WHEREAS, the Rosemount Area Arts Council will from time to time make permanent donations of capital enhancements to the Steeple Center with agreement of the City;

NOW, THEREFORE, on the basis of the premises and the mutual covenants and agreements hereinafter set forth, it is agreed as follows:

1. The Rosemount Area Arts Council will organize and conduct, in cooperation with the city staff, arts and cultural activities listed in attachment A, and other similar events and activities, which shall be conducted on various dates and in various locations, on dates to be agreed upon by RAAC and the staff from the Parks and Recreation Department, in

accordance with practices and standards of other activities conducted in past years. RAAC shall be given first preference in reserving permits for use of the facilities after all City events are permitted. Services shall include the recruitment, selection, training, and managing of volunteers and independent contractors as are necessary to conduct the RAAC sponsored arts activities, and shall include but not be limited to:

- a. advertising and promotions including the design, production and distribution of flyers, posters, and the development and installation of signs and banners; and
 - b. securing all necessary governmental permits and seeking approval of other required City action; and
 - c. soliciting financial support from individuals, businesses and organizations including sponsorships of certain events and grants; and
2. RAAC will undertake the work of this agreement as an independent contractor, and RAAC officers, volunteers, independent contractors, and agents shall not be deemed agents or employees of the City for any purposes including, but not limited to, income tax withholding, workers' compensation and unemployment compensation.
3. RAAC will maintain liability insurance providing the following coverages: Commercial general liability with personal injury limits of not less than \$1,000,000 per occurrence and a general aggregate limitation of not less than \$2,000,000. The City of Rosemount will be named as additional insured on all such policies and proof of insurance will be provided to the City.
4. As consideration for the services provided by RAAC,
 - a. The City will allow RAAC access to recreational facilities owned and operated by the City, at no cost to RAAC. RAAC will need to secure facility use permits and abide by the policies set forth by the City for the use of said facilities.
 - b. The City will provide two pages at no cost to RAAC in the Parks and Recreation Brochure. RAAC will also have the opportunity to pay for the design, production and mailing costs of up to two additional pages in the Parks and Recreation brochure should space be available.
 - c. RAAC will maintain the scheduling of exhibit space on both the first and second floors of the Steeple Center, including the glass cabinet on the second floor, and will assure the exhibits will be consistently updated for viewing by the public.
 - d. RAAC will be permitted to use promotional flags and banners at the Steeple Center and Central Park at no charge as allowed by City ordinances.
 - e. The City will allow RAAC access to the following storage areas in the Steeple Center: two rooms in the basement (not including closet), the two confessionals in Assembly

Hall, the closet in the ready room, and the alcove in the Assembly Hall balcony. These spaces must be kept neat and orderly, keeping all access points clear. Items in the balcony must not be visible from the floor.

- f. The City will grant RAAC exclusive use of the sound equipment listed in Attachment B. While the City maintains ownership of the equipment, RAAC is responsible for the maintenance, repair, and replacement of the equipment as needed. RAAC will be provided with a key to the south confessional, which is where this equipment is stored. No other user group will have access (except the City). RAAC will submit an annual inventory of the equipment to the Parks and Recreation department.
5. All services and activities conducted by RAAC shall be on a nondiscriminatory basis and in full compliance with all state and federal civil and human rights laws, regulations and rulings.
6. Those possessing current peddlers/solicitors' licenses cannot be part of the RAAC activities unless they have registered with RAAC and have been approved by RAAC's Board of Directors.

CITY OF ROSEMOUNT

By: _____
Mayor

By: _____
City Clerk

ROSEMOUNT AREA ARTS COUNCIL

By: _____
Chairperson

By: _____
Treasurer

Attachment A

Current or recent programs sponsored by the Rosemount Area Arts Council that support the RAAC mission of “Building and Strengthening Our Community Through the Arts.” (Updated April 21, 2023.)

Community Art Projects- RAAC has coordinated two large scale art projects which allowed for the participation of members of the entire Rosemount area community. The first was the One Tile One Rosemount mural project where 9600 tiles were personalized by students at area schools, attendees at local events like Leprechaun Days, etc. The tiles were then mounted on two 4 x 8 sheets of plywood to create a beautiful panoramic view of the Mississippi River by Schaars Bluff. It is mounted in the entryway of the Robert Trail Library. The second piece is called the Gratitude Wall. A scene, with trees and roots painted by RAAC member and artist, Laura Baker, expressing community, had 2400 holes filled with the hand-written gratitudes of the public. This piece is mounted at the Hope Fieldhouse in Rosemount.

Free Air production- RAAC began work in 2022 on an ambitious project to bring an original play production to Rosemount based on Sinclair Lewis’ book and subsequent movie, *Free Air*. The 1921 silent movie was determined to be the first movie filmed in Minnesota. Much of it was filmed on location in Rosemount. RAAC’s production will include live action, projection of actual stills from the movie, and a music score created from early 20th century sheet music. The play performances will take place August 17-26, 2023, with a grand premier on August 17.

ArtBlast- This is a week-long series of events the latter part of June that attracts the community to a variety of activities. Nearly all events are free to the public. Included during this week are:

Bluegrass Americana Festival- A RAAC event since 2009, it has been the proud recipient of multiple MRAC grants and showcased a wide assortment of Bluegrass music for the whole town to enjoy. This event has included craft shows, square dancing and other forms of activities to create audience participation.

Photo Contest- Celebrating the photographer in all of us, the Steeple Center has been the perfect place to display entries. The contest includes the categories of nature and lifestyle, “Give us your best shot,” black and white, altered, and youth. Co-sponsored with the City of Rosemount.

Melodrama- This popular event is staged in the amphitheater where the audience is encouraged to cheer the hero and boo the villain.

Star Wars characters- Dressed in authentic costumes, members of the 501st Legion Central Garrison will be available at the 2023 event in Central Park for visiting with fans and photo opportunities.

Second Act Players (SAP) One Act Play Fest- Seniors over 50 are members of this theater group. After taking a playwriting class, they are encouraged to write a one act play, then produce and direct it for this event. The SAP **Outreach** group that performs for nursing homes, etc, will be performing in 2023.

Band concerts/Jazz Fest- Traditional favorites have been the John Philip Sousa Memorial Band, the South of the River Band, Genesis Jazz Band, Salsa del Soul, 651 Jazz, Panhandlers Steel Drum Band,

Brio Brass Band, etc.

Art Exhibits in the Steeple Center and Robert Trail Library

Kids Art in the Park, Kids art classes at the library, Adult Sip and Paint art classes, Writing classes, Paw Prints, Crafters Showcase, etc.

Ethnic Dance Festival- This event has included East Indian, Mexican, Irish, Flamenco, and Indigenous dancers.

RAAC's Literary Committee projects/events:

Meet the Author – This is one of RAAC's longest running programs. RAAC has worked with the Robert Trail Library each month from fall through spring to honor local authors dedicated to the art of writing and has welcomed the public to hear the authors speak of their journeys.

Writers Festival and Book Fair- This March event hosts a well-known author as keynote speaker, workshops for budding or experienced writers, and a book fair with over 50 authors sharing their stories and selling their books.

Country Faire- Held in September, this event features authors sharing and selling their books, artists and artisan food makers sharing their ware, live music, and food trucks for a fun, fall day.

Concerts at the Steeple Center – A variety of concerts are held at the Steeple Center. Concert series include Bluegrass, Jazz, and Tributes. An annual Veterans Day concert is also presented each November, free to all veterans to honor their service.

Annual Tree Lighting - RAAC partners with the City for a traditional holiday lighting of the pine trees in front of the Steeple Center. The mayor selects a young attendee to click the button to light the trees, carolers sing, other live music is performed, and cookies and cider are served inside the assembly hall for the hundreds of people that attend this event.

Art Exhibits- Years ago, RAAC purchased an art hanging system for the Steeple Center and has been responsible for curating shows ever since. Local and area artists are featured in quarterly displays. A wide variety of art has been featured, from assorted media of painting, to photography, pottery, pine needle basketry, fine lace tatting, etc.

Front Porch Players Community Theater – This Community Theater was launched in 2013. It produces two plays each year.

Second Act Players (SAP) Senior Theater - SAP is for those 50 plus years of age, with or without theater experience. They produce two plays each year, plus the ArtBlast One Act festival, have an Outreach group that performs at nursing homes and senior living facilities, and offers classes and trips to local Twin Cities professional theaters.

Student Art displays and receptions- This is another one of RAAC's long-running programs. Rosemount area schools display their students' art for a month each at the Robert Trail Library during the school year. A reception is held for the students at the beginning of each month.

PHDs and UFOs- “Projects half done” and “Unfinished objects” may be worked on at weekly Thursday afternoon sessions in the Steeple Center.

Quilt & Fabric Arts Show – This show fills the Steeple Center’s Assembly Hall with the beautiful work of area quilters and fabric artists.

Christmas at the Steeple Center – This variety show has been packed full of artists from musicians to dancers utilizing their talents in the name of a favorite time of year. The Steeple Center is the perfect place to call home for the holidays. It is a big event with a “home town” feel.

Adopt-a-Highway- Twice yearly, RAAC volunteers pick up litter along a two-mile stretch of County Road 42, between Highway 3 and Pilot Knob Road.

Previous events and programs:

Mystery Dinner Theater – An early event after RAAC’s inception, attendees were entertained with dinner and then challenged to solve a murder mystery that happened right before their eyes.

Film Festival – Celebrating Minnesota’s amateur and finest independent filmmakers, the film festival was the first official event of the Steeple Center in 2008.

Various Art Classes and Circles – Classes have been held at the Steeple Center over the years by local artists, teaching aspiring artists.

Classic Film Nights – These movies were shown at the Steeple Center. Several were held in conjunction with a selected Rosemount restaurant for a pre-film dining experience. Audiences were encouraged to come in costume.

Winter Poetry art and photos-Writers and photographers were invited to write and submit their original poetry or art about snow and nature for this annual display on the website.

Writing Contest- Students at area schools and adults were invited to submit their original stories to RAAC for judging and presentation of prizes during the annual ArtBlast.

Attachment B

Sound & Light System Inventory Checklist (Updated 2/9/21)

On Cart:

- ✓ Behringer X32 Producer 40-channel Digital Mixer
- ✓ Mixing board light – 18” gooseneck (on top of box)
- ✓ Sound Box & Microphones - Shure ULXS124/85 dual channel mixed wireless mic system (lower shelf)
 - 3 handheld vocal wireless mics (Shure SM58, in drawer)
 - 4 wireless body packs (Williams Sound PPA R37, in drawer)
 - 4 Extra Antennas (in drawer)
 - System stored in Gator GR-8L – Portable polyethylene case

On Shelves and Floor:

- 4 Earset Headworn Microphones – beige (Shure WCE6iTCountryman Omnidirectional)
- 4 Handheld Vocal Mics (Shure BETA58)
- 2 Dynamic Instrument Mics (Audix F5)
- 1 Condenser instrument mic with clip (Audix F9)
- 1 Light Mixing Console – Pathway Connectivity Cognito Starter
- 4 Monitor/front fill speakers – white
- 5 Boom Microphone Stands in case (On Stage MS7701B)
- 1 Mighty Bright Orchestra Music Stand LED Light

Hanging on Hooks

- 6 Microphone cables – 30 foot (Pro Co MIC XF/XM 30FT LO-Z)
- 4 Monitor cables (Rapco 12AWG cable with Neutrik Speakon NL4/2 cable connectors)
- 1 Cat 6 Network Cable (100')
- 1 Cat6 Ethercon Compatible RJ45 Pro Audio Snake Cable (50') Seismic Audio SA-ET50

Other Locations:

- ✓ Spot Light (balcony)
- ✓ 4 Miniature Condenser Microphones (Audix M1255, hanging over stage)
- ✓ Hanging Audix M1255 Microphone Accessories (on shelves in confessional)
 - 4 Hanging Clips (MC-HANGER)
 - 4 External Foam Windscreen (WS1218)

City Council Regular Meeting: May 2, 2023

AGENDA ITEM: Approve Subdivision Agreement for Rosewood Commons 2nd Addition	AGENDA SECTION: CONSENT AGENDA
PREPARED BY: Brian Erickson, City Engineer	AGENDA NO. 6.g.
ATTACHMENTS: Subdivision Agreement	APPROVED BY: LJM
RECOMMENDED ACTION: Motion to approve a Subdivision Agreement for Rosewood Commons 2nd Addition	

BACKGROUND

On January 17, 2023, City Council approved the Final Plat for Rosewood Commons 2nd Addition. Normally, the Subdivision Agreement is included as part of the final plat approvals. However, staff was waiting on additional information which has now been received.

The approval of this Subdivision Agreement will be the final step in allowing KJ Walk to begin the planned improvements. This agreement follows the standard format and includes all the required conditions from prior the Council approval.

RECOMMENDATION

Staff recommends City Council approve the attached Subdivision Agreement and authorize the Mayor and City Clerk to enter into this agreement.

SUBDIVISION AGREEMENT Rosewood Commons 2nd Addition

AGREEMENT dated this _____ day of _____, 2023 by and between the CITY OF ROSEMOUNT, a Minnesota municipal corporation, (the "**City**"), and KJ Walk, Inc, a Florida corporation, (the "**Developer**").

1. **Request for Plat Approval.** The Developer has asked the City to approve the subdivision of land and a plat of land to be known as ROSEWOOD COMMONS 2ND ADDITION, which land is legally described on ATTACHMENT ONE, attached hereto and hereby made a part hereof (hereinafter referred to as the "subject property").
2. **Conditions of Plat Approval.** The City has approved the subdivision and the plat on the following conditions:
 - a. Execution of a Subdivision Agreement to secure the public and private improvements.
 - b. Adherence with the conditions of the Minor Amendment to the Rosewood Commons Planned Unit Development Agreement.
 - c. Compliance with the conditions and standards within the City Engineer's Memorandum dated December 8, 2022.
 - d. Compliance with the conditions and standards within the Park and Recreation Director's Memorandum dated December 15, 2022.
 - e. Payment of all applicable fees including GIS, Park Dedication and other fees identified in the current fee schedule.
 - f. Incorporation of any easements necessary to accommodate drainage, ponding, trails, underpasses, conservation areas, streets and utilities.
 - g. Provision of \$4,290 for landscaping surety.
 - h. Payment of \$42,930 for Fee-In-Lieu of Park Dedication.
 - i. Drainage and utility easements with storm sewer infrastructure, except ponding or infiltration areas, may contain fences, but shall be required to include gates to provide truck access; shall prohibit sheds or other accessory structures; and shall prohibit landscaping that would impede drainage.

3. **Phased Development.** The City may refuse to approve final plats of subsequent additions of the plat if the Developer has breached this Agreement and the breach has not been remedied. Development of subsequent phases may not proceed until Subdivision Agreements for such phases are approved by the City.
4. **Effect of Subdivision Approval.** For two (2) years from the date of this Agreement, no amendments to the City's Comprehensive Plan, except an amendment placing the plat in the current urban service area, or official controls shall apply to or affect the use, development density, lot size, lot layout or dedications of the approved plat unless required by state or federal law or agreed to in writing by the City and the Developer. Thereafter, notwithstanding anything in this Agreement to the contrary, to the full extent permitted by state law, the City may require compliance with any amendments to the City's Comprehensive Guide Plan, official controls, platting or dedication requirements enacted after the date of this Agreement.
5. **Development Plans.** The subject property shall be developed in accordance with the following plans, specifications and contract documents, original copies of which are on file with the City Engineer. The plans and contract documents may be prepared, subject to City approval, after entering this Agreement, but before commencement of any work on the Subject Property. If the plans vary from the written terms of this Agreement, the written terms shall control. The plans are:

Plan A - Plat

Plan B - Soil Erosion Control Plan and Schedule

Plan C - Drainage and Storm Water Runoff Plan

Plan D - Plans and Specifications for Public Improvements

Plan E - Grading Plan and House Pad Elevations

Plan F - Street Lights

Plan G - Landscape Improvements

All Improvements, including Developer Improvements and City-Installed Public Infrastructure Improvements (if any) that lie within the public right-of-way or easements and are improvements listed in Minnesota Statutes, Section 429.021 (hereinafter Public Improvements) will be designed by the Developer and must be approved by the City Engineer. The Developer will prepare plans and specifications for Public Improvements which shall be approved by the City Engineer. Such approvals shall not be unreasonably withheld and the City shall approve or provide Developer with necessary revision comments within 30 calendar days of Developer submittal of Public Improvement plans and specifications. The City will perform all construction inspection for the Public Improvements, at the Developer's expense. Construction inspection includes but is not limited to inspection, documentation, and monitoring.

6. **Installation by Developer.** The Developer shall install or cause to be installed and pay for the following, hereinafter referred to as the "Developer Improvements":
 - A. Surveying and staking
 - B. Surface improvements (paved streets, sidewalks, trails, etc.)

- C. Water main improvements
- D. Sanitary sewer improvements
- E. Storm sewer improvements
- F. Setting of lot and block monuments
- G. Gas, electric, telephone, and cable lines
- H. Site grading
- I. Landscaping
- J. Streetlights
- K. Other items as necessary to complete the development as stipulated herein or in other agreements

7. **Time of Performance.** The Developer shall install all required improvements, excepting the wear course of pavement, enumerated in Paragraph 6 that will serve the subject property by December 31, 2023, subject to delays due to inclement weather, casualty, labor strikes, material shortages, or other force majeure not within the Developer's reasonable control. The pavement wear course shall be completed by December 31, 2024. The Developer may, however, request an extension of time from the City. If an extension is granted, it shall be conditioned upon updating the security posted by the Developer to reflect cost increases and the extended completion date.

8. **City-Installed Public Infrastructure.** The following improvements, hereinafter referred to as "City- Installed Public Infrastructure Improvements" (known as City Project 2023-15), shall be designed, inspected, surveyed and administered by the City, and installed in the Subject Property at Developer expense by a Contractor selected by the City through the public bidding process:

- A. None

9. **[This Section Intentionally Left Blank]**

10. **Security for Developer Improvements.** To guarantee compliance with the terms of this Agreement, payment of the costs of all Developer Improvements, and construction of all Developer Improvements (as noted in Paragraph 6), the Developer shall furnish the City with a cash deposit or irrevocable letter of credit from a local bank ("security") in the amount of Sixty Thousand Nine Hundred Forty Dollars (\$60,940). The amount of the security was calculated as follows:

Letter of Credit for Developer Improvements (due with signed agreement)

No.	Item	Cost	110%	Calculation
1	Grading and Erosion Control	\$ 25,000	\$ 27,500	\$3,000/acre x 4.78 acres. Minimum \$25,000
2	Pond Restoration and Erosion Control Removal	\$ 25,000	\$ 27,500	Minimum \$25,000
3	Survey Monumentation	\$ 1,500	\$ 1,650	\$500/lot x 3 lots
4	Landscaping	\$ 3,900	\$ 4,290	Per City Planner (13 trees x \$300)
5	Street Lights		\$ -	\$7500/light x 0 lights
6	Surface Improvements		\$ -	125%
7	Water Main Improvements		\$ -	125%
8	Sanitary Sewer Improvements		\$ -	125%
9	Storm Sewer Improvements		\$ -	125%
	Total	\$ 55,400	\$ 60,940	

Refer to Exhibit A and Exhibit B for an explanation of each item.

The bank and form of the letter of credit or other security shall be subject to the approval of the City Administrator. The letter of credit shall be automatically renewable until the City releases the developer from responsibility. The letter of credit shall secure compliance with all terms of this Agreement and all obligations of the Developer under it. The City may draw down on the letter of credit without notice if the obligations of the Developer have not been completed as required by this Agreement. In the event of a default under this Subdivision Agreement by the Developer, the City shall furnish the Developer with written notice by certified mail of Developers default(s) under the terms of this Subdivision Agreement. If the Developer does not remove said default(s) within two (2) weeks of receiving notice, the City may draw on the letter of credit and take such steps as it deems necessary to remedy the default. With City approval, the letter of credit may be reduced from time to time as financial obligations are paid and Developer Improvements and other Developer obligations are completed to the City's requirements.

11. **Grading Plan/Site Grading.** Site grading shall be completed by the Developer at its cost and approved by the City Engineer. The completion of grading activities will need to be coordinated by the City in conjunction with the installation of utilities. Developer shall furnish the City Engineer satisfactory proof of payment for the site grading work and shall submit a certificate of survey of the development to the City as the site grading is completed by phase, with street and lot grades. If the installation of utilities by the City is occurring simultaneously with the grading, the utility contractor shall have preference over the grading activities. No substantial grading activities can be completed over installed utilities unless otherwise protected. All improvements to the lots and the final grading shall comply with the grading plan as submitted and shall be the responsibility of the Developer.
12. **License.** The Developer hereby grants the City, its agents, employees, officers and contractors a license to enter the Subject Property to perform all work and inspections deemed appropriate by the City. Such license shall terminate as to all single-family residential lots within the subject property upon acceptance by the City of the public infrastructure improvements.
13. **Erosion Control.** Prior to site grading, and before any utility construction is commenced or building permits are issued, the erosion control plan, Plan B, shall be implemented, inspected and approved by the City. All areas disturbed by the excavation and backfilling operations shall be reseeded within 72 hours after the completion of the work in that area. Except as otherwise provided in the erosion control plan, seed shall be rye grass or other fast-growing seed suitable to the existing soil to provide a

temporary ground cover as rapidly as possible. All seeded areas shall be mulched and disc-anchored as necessary for seed retention.

All basement and/or foundation excavation spoil piles shall be kept completely off City right-of-way and shall be completely surrounded with an approved erosion control silt fence. Approved erosion control fencing shall be installed around the perimeter of each lot or at City-approved locations at the time of building permit issuance and remain in place until the lot is seeded or sodded. A 20-foot opening will be allowed on each lot for construction deliveries.

The parties recognize that time is critical in controlling erosion. If development does not comply with the erosion control plan and schedule, or supplementary instructions received from the City, the City may take such action as it deems appropriate to control erosion. This right also applies to the required erosion control for basement and/or foundation excavation spoil piles. The City will attempt to notify the Developer in advance of any proposed action, but failure of the City to do so will not affect the Developer's or City's rights or obligations hereunder. If the Developer does not reimburse the City for any cost the City incurred for such work within thirty (30) days, the City may draw down the letter of credit to pay any costs. No development will be allowed, and no building permits will be issued unless the Subject Property is in full compliance with the erosion control requirements.

14. **Planting and Seeding.** Landscaping shall be in accordance with Landscape Plans approved by the City Planner.
15. **Clean up.** The Developer shall clean streets of dirt and debris that has resulted from construction work by the Developer, its agents or assignees. The City will inspect the site on a weekly basis and determine whether it is necessary to take additional measures to clean dirt and debris from the streets. Costs for City inspection of onsite erosion and sediment control shall be at the Developer's expense. After a 24- hour verbal or written notice to the Developer, the City will complete or contract to complete the clean- up at the Developer's expense in accordance with the procedures specified in Paragraph 13. The Developer shall inspect and, if necessary, clean all catch basins, sumps, and ponding areas of erosion/siltation and restore to the original condition at the end of home construction within this development. All silt fence and other erosion control should be removed following the establishment of turf. These items are to be secured through the letter of credit as is noted in Exhibit A.
16. **Ownership of Improvements.** Upon completion and City acceptance of the work and construction required by this Agreement, the Public Improvements lying within public rights-of-way and easements shall become City property without further notice or action unless the improvements are specifically identified herein as private infrastructure.
17. **Warranty.** The Developer warrants all work required to be performed by it against poor material and faulty workmanship for a period of two (2) years after its completion and acceptance by the City or such longer period as is specified in plans and specifications for Public Improvements.
All trees, grass and sod shall be warranted to be alive, of good quality and disease free for twenty-four (24) months after planting.
Vegetation surrounding ponds and/or wetlands shall be warranted to be alive, of good quality and weed free for three (3) years after planting.

For each pond/wetland in the development, the developer shall provide to the City Engineer an inspection report by July 31 each year which includes the following:

- A. Date of inspection
- B. Name of person responsible for inspection
- C. Photos of the pond/wetland area confirming the vegetation is established as intended
- D. Maintenance plan describing the required maintenance activities and tentative schedule.

18. Responsibility for Costs.

- A. Except as otherwise specified herein, the Developer shall pay all costs incurred by it or the City in conjunction with the development of the Subject Property including, but not limited to, Soil and Water Conservation District charges, legal, planning, engineering and inspection expenses incurred in connection with approval and acceptance of the subdivision and the plat, the preparation of this Agreement and any amendments hereto, and all costs and expenses incurred by the City in monitoring and inspecting the development of the Subject Property.
- B. The Developer shall reimburse the City for costs incurred in the preparation and enforcement of this Agreement, including engineering and attorney's fees. Upon request, the City shall provide invoices, in reasonable detail, as to any such fees. The estimated City fees of Eighteen Thousand One Hundred Eighty Dollars (\$18,180) shall be deposited with the City at the time this Agreement is signed, and represent the following amounts:

City Fees (due with signed agreement)			
No.	Item	Cost	Calculation
1	Engineering Fees	\$ 7,500	Reimbursable based on actual City expenditures
2	Attorney Fees	\$ 3,000	Estimate
3	5% City Administrative Fees	\$ 7,500	
4	Street Light Energy Cost	\$ -	0 lights x 24 months x \$30/month
5	GIS Fees	\$ 180	\$60/unit x 3 units
6	Trail Fog Seal	\$ -	\$0.30/SF x 0 SF
7	Seal Coating	\$ -	\$1.70/SY x 0 SY
	Total	\$ 18,180	

If the actual City fees exceed this estimate, the Developer shall pay the additional costs to the City within thirty (30) business days of the request. If actual City fees are lower than this estimate, any surplus funds will be returned to the developer when the project fund is reconciled and closed.

- C. The Developer shall pay in full all bills submitted to it by the City for obligations incurred under this Agreement within thirty (30) business days after receipt. If the bills are not paid on time, the City may halt development work and construction including, but not limited to, the issuance of building permits for lots that the Developer may or may not have sold, until the bills are paid in full. Bills not paid within thirty (30) days shall accrue interest at the rate of nine percent (9%) per year.
- D. The Developer shall pay all energy costs for street lights installed within the Subject Property for 24-months at a cost of \$30/month/light. After that, the City will assume the energy costs.
- E. The Developer will pay the cost of sealcoating the public streets within the development at a

cost of \$1.70/SY. The sealcoating will be completed within three (3) years following wear course placement.

- F. The Developer will pay the cost of fog sealing the public trails within the development at a cost of \$0.30/SF. The fog sealing will be completed within three (3) years following trail installation.

19. **Indemnification.** The Developer shall hold the City and its officers, agents and employees harmless from claims made by itself and third parties for damages sustained or costs incurred resulting from plat or subdivision approval and development of the Subject Property, except for any costs or expenses arising from the intentional acts or gross negligence of the City, its agents, employees or contractors. The Developer shall indemnify the City and its officers, agents and employees for all costs, damages or expenses that the City may pay or incur in consequence of such claims, including attorney's fees.

Notwithstanding any other provision in this Agreement to the contrary, Developer agrees that it will not be able to submit a claim for extra work or for monetary damages (for delay or otherwise), or request an extension of time to complete the work, for any reason arising out of or relating to: (1) the COVID-19 pandemic; or (2) any national, state, or local declaration, resolution, or order relating to the COVID-19 pandemic, unless such declaration, resolution or order prohibits work on the project. The contract completion date shall be extended for the period of the required stoppage in work but without any claim for delay damages.

20. **Insurance.** The Developer agrees to take out and maintain or cause to be taken out and maintained until six months after the City has accepted the Subdivision Improvements, public liability and property damage insurance covering personal injury, including death, and claims for property damage which may arise out of Developer's work or the work of its contractors or subcontractors. Liability limits shall not be less than \$500,000 when the claim is one for death by wrongful act or omission or for any other claim and \$2,000,000 for any number of claims arising out of a single occurrence, and twice said limits when the claim arises out of the release or threatened release of a hazardous substance. The City shall be named as an additional insured on the policy. The certificate of insurance shall provide that the City must be given the same advance written notice of the cancellation of the insurance as is afforded to the Developer.

21. **Park and Utility Fees.**

The Developer agrees to pay fees, charges and assessments set forth in this Section prior to, or at the time of execution of this agreement by the City:

- A. Park dedication fees in the amount of \$42,930.
- B. Storm Sewer Trunk Area Charges in the amount of \$32,815.
- C. Sanitary Sewer Trunk Area Charges in the amount of \$5,139.
- D. Watermain Trunk Area Charges in the amount of \$31,070.

Or other amounts for such fees as in effect at the time of plat approval.

22. **Service Charges.**

The Developer understands that builders will be required to pay for the Subject Property fees, charges and assessments in effect at the time of issuance of building permits. The rates for each of these

items will be set according to the current rate structure at the time the building permit is received. The fees, charges, and assessments in effect as of the date of this agreement are:

- A. Metropolitan Council Environmental Services Availability Charges per SAC unit (current rate is \$2,485).
- B. Storm Sewer Connection Charges per single family unit and per multiple family unit (single family currently at \$770; multi-family currently at \$290 per housing unit).
- C. Sanitary Sewer Availability Charges per SAC unit (currently at \$1,200/SAC unit).
- D. Water Availability Charges per SAC unit (currently at \$2,425/SAC unit for single family residential and multi-family residential).

23. Building Permits. No occupancy permits shall be issued until:

- A. The site grading is completed and approved by the City.
- B. All public utilities are tested, approved by the City Engineer, and in service.
- C. All curbing is installed and backfilled.
- D. The first lift of bituminous is in place and approved by the City.
- E. All building permit fees are paid in full.
- F. No early building permits will be issued without prior authorization from the City Building Official.

The Developer, in executing this Agreement, assumes all liability and costs for damage or delays incurred by the City in the construction of Public Improvements caused by the Developer, its employees, contractors, subcontractors, material men or agents. No occupancy permits shall be issued until the public streets and utilities referred to in paragraph 6 and 8 are in and approved by the City (excluding the final wear course of bituminous), unless otherwise authorized in writing by the City Engineer.

24. Record Drawings. At project completion, Developer shall submit record drawings of all public and private infrastructure improvements in accordance with the City's Engineering Guidelines. No securities will be fully released until all record drawings have been submitted and accepted by the City Engineer.

25. Developer's Default. In the event of default by the Developer as to any of the work to be performed by it hereunder, the City may, at its option, perform the work and the Developer shall promptly reimburse the City for any expense incurred by the City, provided the Developer is first given notice of the work in default, not less than 48 hours in advance. This Agreement is a license for the City to act, and it shall not be necessary for the City to seek a court order for permission to enter the land. When the City does any such work, the City may, in addition to its other remedies, draw on the letter of credit or other security described in section 10, or levy the cost in whole or in part as a special assessment against the Subject Property. Developer waives its rights to notice of hearing and hearing on such assessments and its right to appeal such assessments pursuant to Minnesota Statutes, Section 429.081.

26. Miscellaneous.

- A. The Developer represents to the City that the development of the Subject Property, the subdivision and the plat comply with all city, county, metropolitan, state and federal laws and regulations including, but not limited to: subdivision ordinances, zoning ordinances and environmental regulations. If the City determines that the subdivision, or the plat, or the development of the Subject Property does not comply, the City may, at its option, refuse to allow construction or development work on the Subject Property until the Developer does comply. Upon the City's demand, the Developer shall cease work until there is compliance.
- B. Third parties shall have no recourse against the City under this Agreement.
- C. Breach of the terms of this Agreement by the Developer shall be grounds for denial of building permits, including lots sold to third parties.
- D. If any portion, section, subsection, sentence, clause, paragraph or phase of this Agreement is for any reason held invalid, such decision shall not affect the validity of the remaining portion of this Agreement.
- E. If building permits are issued prior to the completion and acceptance of Public Improvements, the Developer assumes all liability and costs resulting in delays in completion of Public Improvements and damage to Public Improvements caused by the City, the Developer, its contractors, subcontractors, material men, employees, agents or third parties.
- F. The action or inaction of the City shall not constitute a waiver or amendment to the provisions of this Agreement. To be binding, amendments or waivers shall be in writing, signed by the parties and approved by written resolution of the City Council. The City's failure to promptly take legal action to enforce this Agreement shall not be a waiver or release.
- G. This Agreement shall run with the land and may be recorded against the title to the subject property. The Developer shall take such steps, including execution of amendments to this Agreement, as are necessary to effect the recording hereof. After the Developer has completed the work required of it under this Agreement, at the Developer's request, the City will execute and deliver to the Developer a release.
- H. Each right, power or remedy herein conferred upon the City is cumulative and in addition to every other right, power or remedy, express or implied, now or hereafter arising, available to the City, at law or in equity, or under any other agreement, and each and every right, power and remedy herein set forth or otherwise so existing may be exercised from time to time as often and in such order as may be deemed expedient by the City and shall not be a waiver of the right to exercise at any time thereafter any other right, power or remedy.
- I. The Developer may not assign this Agreement without the written permission of the City Council.
- J. The Developer acknowledges that the City may issue additional requirements outside of the 2023 General Specifications and Standard Detail Plates for Street and Utility Construction or the 2008 Engineering Guidelines as the City is in the process of updating these documents. The review process may require additional time and expense due to this process, which shall be the Developer's responsibility.

27. **Notices.** Required notices to the Developer shall be in writing, and shall be either hand delivered to the Developer, its employees or agents, or mailed to the Developer by registered mail at the following address:

Mr. Warren Israelson
KJ Walk, Inc.
6001 Egan Drive, Suite 100
Savage, MN 55378
952-226-3200
warren@kjwalk.com

Notices to the City shall be in writing and shall be either hand delivered to the City Administrator, or mailed to the City by registered mail in care of the City Administrator at the following address:

City Administrator
Rosemount City
Hall 2875 145th
Street West
Rosemount, Minnesota 55068

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year first above written.

CITY OF ROSEMOUNT

BY: _____
Jeffery D. Weisensel, Mayor

BY: _____
Erin Fasbender, City Clerk

STATE OF MINNESOTA)
) SS
COUNTY OF DAKOTA)

The foregoing instrument was acknowledged before me this ____ day of _____, 2023 by Jeffery D. Weisensel, Mayor, and Erin Fasbender, City Clerk, of the City of Rosemount, a Minnesota municipal corporation, on behalf of the corporation and pursuant to the authority granted by its City Council.

Notary Public

KJ WALK, INC.

BY: _____
Warren J. Israelson, its Chief Executive Officer

STATE OF MINNESOTA)
) SS
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2023 by Warren J. Israelson, its Chief Executive Officer of KJ Walk, Inc. a Florida corporation, on behalf of said corporation.

Notary Public

Drafted By:
City of Rosemount 2875
145th Street West
Rosemount, MN 55068

Signature Page

Rosewood Commons 2nd Addition
Subdivision Agreement
Revised April 2023

EXHIBIT A

The following clarifies the various portions of the letter of credit for Developer Improvements that are outlined in the Subdivision Agreement:

Grading & Erosion Control – A restoration and erosion control bond to ensure re-vegetation and erosion control (\$3,500/acre). Note: The minimum surety amount is set at \$25,000.

Pond Restoration/Erosion Control Removal – A security to allow for cleaning of sedimentation ponds prior to City acceptance, and removal of any installed erosion control measures such as silt fence and wood fiber blanket following development of 75 percent of adjoining lots (estimated lump sum).

Survey Monumentation – An amount equal to 110% of the cost to monument all lots within the development.

Landscaping – An amount equal to 110% of the cost to complete the minimum required landscaping. If additional landscaping is planned, a surety for that cost is not required.

Street Lighting – An amount equal to 110% of the cost to complete the minimum required lighting. If additional lighting is planned, a surety for that cost is not required (\$7,500 per light has been used to calculate this cost).

EXHIBIT B

(SUMMARY OF DEVELOPMENT FEES AND LOT AREAS)

Exhibit B

Rosewood Commons 2nd Addition
Subdivision Agreement
Revised April 2023

Rosewood Commons 2
EXHIBIT B (Page 1 of 2)

Letter of Credit for Developer Improvements (due with signed agreement)

No.	Item	Cost	110%	Calculation
1	Grading and Erosion Control	\$ 25,000	\$ 27,500	\$3,000/acre x 4.78 acres. Minimum \$25,000
2	Pond Restoration and Erosion Control Removal	\$ 25,000	\$ 27,500	Minimum \$25,000
3	Survey Monumentation	\$ 1,500	\$ 1,650	\$500/lot x 3 lots
4	Landscaping	\$ 3,900	\$ 4,290	Per City Planner (13 trees x \$300)
5	Street Lights		\$ -	\$7500/light x 0 lights
6	Surface Improvements		\$ -	125%
7	Water Main Improvements		\$ -	125%
8	Sanitary Sewer Improvements		\$ -	125%
9	Storm Sewer Improvements		\$ -	125%
Total		\$ 55,400	\$ 60,940	

City Fees (due with signed agreement)

No.	Item	Cost	Calculation
1	Engineering Fees	\$ 7,500	Reimbursable based on actual City expenditures
2	Attorney Fees	\$ 3,000	Estimate
3	5% City Administrative Fees	\$ 7,500	
4	Street Light Energy Cost	\$ -	0 lights x 24 months x \$30/month
5	GIS Fees	\$ 180	\$60/unit x 3 units
6	Trail Fog Seal	\$ -	\$0.30/SF x 0 SF
7	Seal Coating	\$ -	\$1.70/SY x 0 SY
Total		\$ 18,180	

Development Fees (due before signed plat is released)

No.	Item	Cost	Calculation
1	Storm Sewer Trunk Charge	\$ 32,815	\$6865/net developable acre x 4.78 acres
2	Sanitary Sewer Trunk Charge	\$ 5,139	\$1075/acre x 4.78 acres
3	Water Trunk Charge	\$ 31,070	\$6500/acre x 4.78 acres
4	Park Dedication	\$ 42,930	
Total		\$ 111,953	

Rosewood Commons 2
EXHIBIT B (Page 2 of 2)

Totals		
Block	Lots	Units
1	2	2
2	1	1
Total	3	3
Total Plat Area = 18.360 acres Total Park Area = 0.000 acres Future Plat Area = 13.584 acres Developable Area * = 4.776 acres Ponding to HWL = 0.000 acres Net Developable Area = 4.776 acres		

* Excludes future plat and park areas (all outlots)

Block	Lot	Units	SQ FT	Acres
1	1	1	38,328	0.880
1	2	1	36,635	0.841
2	1	1	95,824	2.200
Outlot A			591,711	13.584
ROW			37,245	0.855
Total Boundary			799,743	18.360

ATTACHMENT ONE

ROSEWOOD COMMONS 2ND ADDITION

City Council Regular Meeting: May 2, 2023

AGENDA ITEM: JJT Business Park 2nd Addition Accept Improvements	AGENDA SECTION: CONSENT AGENDA
PREPARED BY: Brian Erickson, City Engineer	AGENDA NO. 6.h.
ATTACHMENTS: Resolution, Project Area Map	APPROVED BY: LJM
RECOMMENDED ACTION: Adopt Resolution to Accept JJT Business Park 2nd Addition, City Project 2021-11, Public Improvements for Perpetual Maintenance	

BACKGROUND

Public improvements installed as part of JJT Business Park, City Project 2021-11, included streets, sanitary sewer, watermain and storm sewer. This subdivision was completed during the 2022 construction season.

Staff has requested final documentation required for public acceptance including lien waivers, as-built record drawings and WSB & Associates, Inc., the City's inspector for the project, indicates all work is in conformance with the specifications and standards, and recommends acceptance of the public improvements.

RECOMMENDATION

Upon City acceptance of the work, the public improvements constructed in JJT Business Park 2nd Addition, City Project 2021-11, shall become City property per the subdivision agreement. Staff recommends that City Council adopt the resolution accepting the improvements for perpetual maintenance.

**CITY OF ROSEMOUNT
DAKOTA COUNTY, MINNESOTA**

RESOLUTION 2023-50

**A RESOLUTION ACCEPTING PUBLIC IMPROVEMENT
FOR JJT BUSINESS PARK 2ND ADDITION
CITY PROJECT 2021-11**

WHEREAS, the developer has requested City acceptance of the public improvements, and;

WHEREAS, WSB & Associates, Inc., the City's inspector for this project, indicates all work is in conformance with the approved plans and specifications and finds the improvements acceptable, and;

WHEREAS, the developer is preparing final close out documents to include warranty bonds, a final payment voucher, and as-built record drawings.

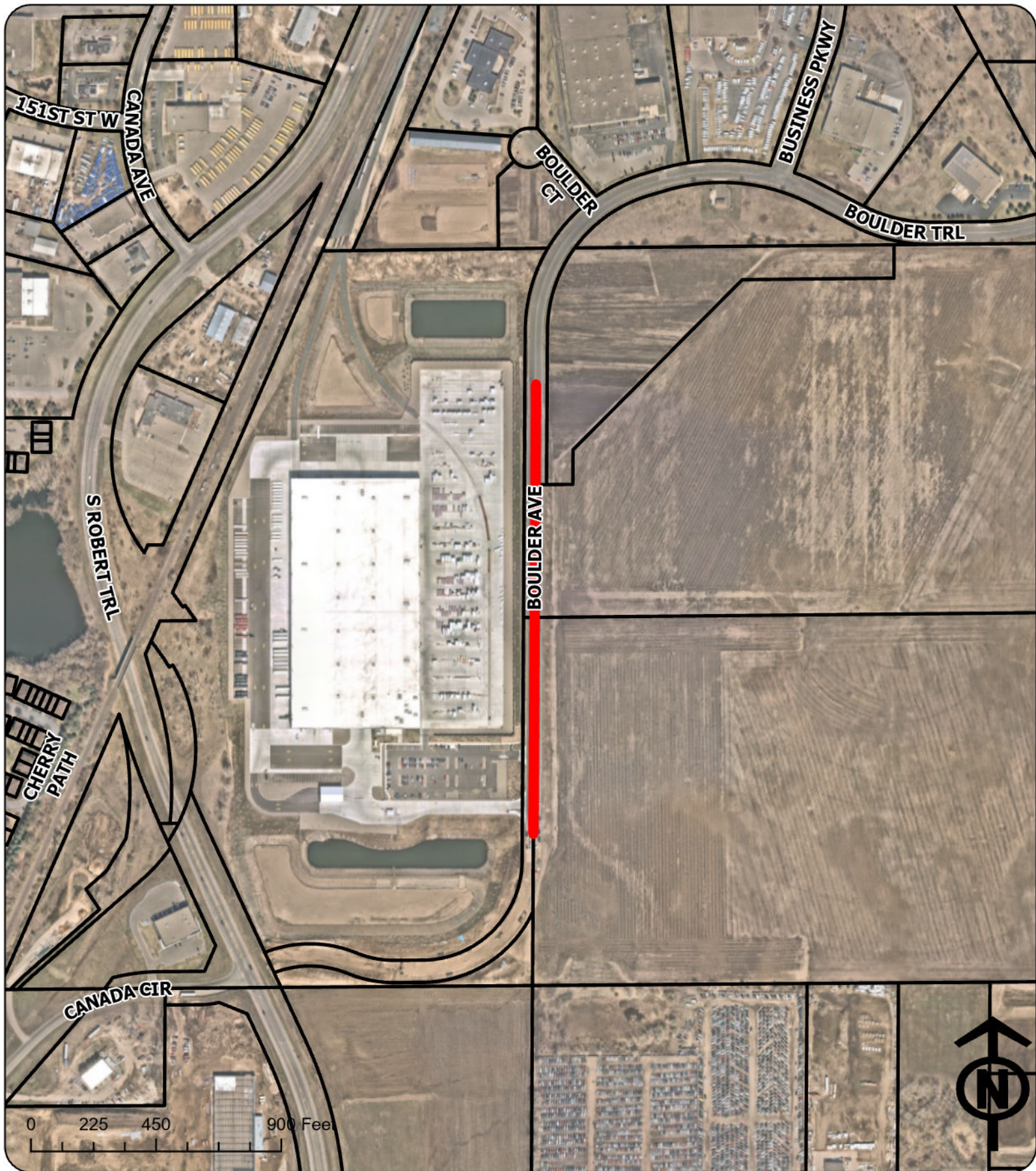
BE IT RESOLVED, by the City Council of the City of Rosemount, Minnesota. The work completed under said agreement is hereby accepted for perpetual maintenance and ownership.

ADOPTED this 2nd day of May, 2023.

Jeffery D. Weisensel, Mayor

ATTEST:

Erin Fasbender, City Clerk



City Council Regular Meeting: May 2, 2023

AGENDA ITEM:	Approve Contract Amendments - Public Works & Police Department Campus	AGENDA SECTION:	CONSENT AGENDA
PREPARED BY:	Nick Egger, Public Works Director Logan Martin, City Administrator Mikael Dahlstrom, Police Chief	AGENDA NO.	6.i.
ATTACHMENTS:	Construction Management Contract Amendment No. 1, AIA A232 General Conditions	APPROVED BY:	LJM
RECOMMENDED ACTION: Motion to Approve Amendment No. 1 and to Authorize Signatures - Construction Management Contract, and to Approve Construction Phase General Conditions - Public Works & Police Campus Project			

BACKGROUND

As we head towards receiving the final bids for the new Public Works and Police Campus project, there are a couple of amendments and supplemental contract document items left to complete the Construction Management arrangements with Kraus Anderson Construction and to solidify contract language for the many construction contracts about to be executed by the City.

In December of 2021, following a Request For Proposal process, the City entered into an agreement with Kraus-Anderson Construction Company to act as the construction manager for the new police and public works facilities. Prior to entering into this agreement via AIA Document C132 – 2019, the City Attorney and staff reviewed the terms of the agreement and ultimately this agreement was approved and authorized by City Council.

The first set of attachments outlines a proposed amendment to the Construction Management contract exclusively with Kraus Anderson. The proposed Amendment No. 1 follows nearly a year of pre-construction process that helped finalize schedule, design, scope, roles and responsibilities, and cost amongst other important project phases.

In addition, the pre-construction phase prepared the City to go out for bid on the project. Staff has reviewed the cost amendments based on the original agreement, and the cost increase is equitable based on the increase to the project duration, size, and complexity from what was in the City's original request for proposals to construction management firms and memorialized in the original agreement with Kraus Anderson.

Equally important, the proposed Amendment No. 1 covers sections that the City and Kraus-Anderson would not have been able to fully define prior to working through the pre-construction phase. The amendments now replace areas in the agreement that previously stated, "To be Determined."

Please see the summary letter from Kraus-Anderson, along with a tabulated construction management services cost amendment exhibit, and Amendment No. 1 which illustrates these increases to the Construction Management Contract.

Additionally, attached for Council consideration is the AIA A232 General Conditions contract supplement, which lays out roles and responsibilities for the dynamic between Kraus Anderson, each trade contractor, and the City which governs things such as project management decision-making, resolution of disputes, and payment application processing and timelines. These general conditions are an integral part of the contracts with the nearly three-dozen individual contractors who will perform the construction work, and become incorporated into the primary Construction Management contract between the City and Kraus Anderson. City staff, the City Attorney, Kraus Anderson, and Kraus Anderson's legal counsel have all reviewed the document and come to a consensus on its final format and language. Please see the attached AIA A232 document for further details.

RECOMMENDATION

Staff recommends that the Council adopts a motion approving Amendment No. 1 to the Construction Management Contract between the City and Kraus Anderson and authorizing the City Administrator to sign this document, and approving the AIA-A232 General Conditions for incorporation into the Construction Management Contract and individual construction contracts.



KRAUS-ANDERSON®

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

February 3, 2023

Mr. Logan Martin
City of Rosemount
2875 145th Street West
Rosemount, Minnesota 55068

Re: Rosemount Police and Public Works New Facilities – KA Amendment #1

Dear Mr. Martin:

Please see the attached KA Amendment #1 for the new Police and Public Work Facilities project. The amendment request is driven by the increase in the project duration, size, and complexity of the project than originally anticipated. The building size grew by 41,126 square feet and in complexity due to the sequence of construction with the roof clear stories and the site work stormwater ponds.

The original schedule of 13 months is now 17 months of construction. The original construction budget was \$30 Million and now is estimated to be approximately \$52.4 Million. See the attached Exhibit B which has a detailed breakdown of Kraus-Anderson Amendment #1 costs which we will adjust once the project bids are received and a final construction cost is established.

Thank you for the opportunity to work with you on this exciting project. Please let us know should you require additional information or clarification during your review.

Very truly yours,

KRAUS-ANDERSON® CONSTRUCTION COMPANY

Ken Francois
Project Manager

Enclosed

EXHIBIT B
Amendment #1 - CM Site Services & Fee
Kraus-Anderson Construction Company
Rosemount Police & Public Works Campus

Phase 1 - PRE-CONSTRUCTION				
		Start Date:		Dec-2021
		Finish Date:		Sep-2022
	9.5	41	206	1647
	Mo.	Wks	Days	Hours
Description	Quantity	Unit	Unit Cost	Total
Project Executive, Principal in Charge	10	HRS	\$180.00	\$ 1,853
Senior Project Manager	124	HRS	\$157.00	\$ 19,390
Project Manager	165	HRS	\$135.00	\$ 22,230
Project Superintendent #1	28	HRS	\$132.00	\$ 3,696
Preconstruction Manager/Estimator	247	HRS	\$133.00	\$ 32,851
Quality Manager	16	HRS	\$134.00	\$ 2,207
MEP Coordinator	16	HRS	\$141.00	\$ 2,322
Project Coordinator	165	HRS	\$63.00	\$ 10,374
Subtotal PRECONSTRUCTION STAFF	771	HRS		\$ 94,921
Discounted PRECONSTRUCTION RATE				\$ 28,000

Phase 2 - CONSTRUCTION 2023				
		Start Date:		Jun-2023
		Finish Date:		Jan-2024
	7.0	30	152	1213
	Mo.	Wks	Days	Hours
Description	Quantity	Unit	Unit Cost	Total
Project Executive, Principal in Charge	8	HRS		In Fee
Senior Project Manager	91	HRS	\$157.00	\$ 14,287
Project Manager	1,213	HRS	\$125.00	\$ 151,667
Project Superintendent #1	1,213	HRS	\$125.00	\$ 151,667
General Superintendent	61	HRS	\$141.00	\$ 8,554
Quality Manager	15	HRS	\$134.00	In Fee
MEP Specialist	8	HRS	\$141.00	In Fee
Safety Manager	61	HRS	\$123.00	\$ 7,462
VDC/BIM	8	HRS	\$119.00	In Fee
Project Coordinator	607	HRS	\$63.00	\$ 38,220
Accounting	61	HRS	\$63.00	\$ 3,822
Subtotal CONSTRUCTION STAFF	3,337	HRS		\$ 375,678
Cost Per Month				\$ 53,668

Phase 2 - CONSTRUCTION 2024				
		Start Date:		Jan-2024
		Finish Date:		Nov-2024
	10.0	43	217	1733
	Mo.	Wks	Days	Hours
Description	Quantity	Unit	Unit Cost	Total
Project Executive, Principal in Charge	11	HRS		In Fee
Senior Project Manager	130	HRS	\$161.71	\$ 21,022
Project Manager	1,733	HRS	\$128.75	\$ 223,167
Project Superintendent #1	1,733	HRS	\$128.75	\$ 223,167
General Superintendent	87	HRS	\$145.23	\$ 12,587
Quality Manager	22	HRS	\$138.02	In Fee
MEP Specialist	11	HRS	\$145.23	In Fee

Safety Manager	87	HRS	\$126.69	\$ 10,980
VDC/BIM	11	HRS	\$122.57	In Fee
Project Coordinator	867	HRS	\$64.89	\$ 56,238
Accounting	87	HRS	\$64.89	\$ 5,624
Subtotal CONSTRUCTION STAFF	4,767	HRS		\$ 552,784
Cost Per Month				\$ 55,278

Phase 2 - REIMBURSABLES				
Job Site Office Trailer	17.0	MOS	\$1,000.00	\$ 17,000
Office Equipment & Supplies	17.0	MOS	\$250.00	\$ 4,250
Travel and Expenses	17.0	MOS	\$500.00	\$ 8,500
Subsistence	17.0	MOS	\$0.00	\$ -
Umbrella Liability Insurance	17.0	MOS	\$1,197.20	\$ 20,352
Communication Services	17.0	MOS	\$124.10	\$ 2,110
Reproduction & Shipping	17.0	MOS	\$116.80	\$ 1,986
Pick-up Truck & Tools - Supt	17.0	MOS	\$2,500.00	\$ 42,500
Collaboration Technology	17.0	MOS	\$1,325.94	\$ 22,541
Subtotal CONSTRUCTION STAFF				\$ 119,239
Cost Per Month				\$ 17,034

FEE				
	Project Value		% Fee	
Subtotal CONSTRUCTION MANAGEMENT FEE	\$ 52,458,795		1.50%	\$ 786,882

TOTAL				
Total PRECON, CONSTRUCTION & FEE				\$ 1,862,583

The CMA lump sum total of **\$1,862,583.00**, represents **9.5** months of Preconstruction Phase Services, **17.0** months of Construction Phase Services and a **1.50%** Fee based upon a **\$52,458,795** Cost of Work. Should the Durations, Cost of Work or Delivery Model change, the Construction Manager shall request an equitable adjustment of its compensation based upon the rates outlined above.

**AMENDMENT NO. 01 TO
CONSTRUCTION MANAGER AGREEMENT
City of Rosemount New Police and Public Works Facilities Project**

THIS AMENDMENT TO CONSTRUCTION MANAGER AGREEMENT is made this 3rd day of February, 2023 by City of Rosemount, Rosemount, MN ("Owner") and Kraus-Anderson Construction Company ("Construction Manager").

WITNESSETH THAT WHEREAS:

A. Owner and Construction Manager are parties to that certain C132-2019 Standard Form of Agreement Between Owner and Construction Manager as Adviser dated December 10th, 2021 (the "CM Agreement") with respect to the project identified in the CM Agreement (the "Project").

B. Owner and Construction Manager now desire to amend the CM Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby amend the CM Agreement and agree as follows.

1. On the cover page, in "The Architect" section, REPLACE "To Be Determined" WITH "Boarman Kroos Vogel Group, Inc.dba BKV Group; 222 North Second Street, Suite 101, Minneapolis, Minnesota 55401"
2. In Section 1.1.1, Replace "Construct a new public works facility and new police department, of approximately 70,346 SF and 48,629 SF respectively, on a new 20 acre greenfield site. Site is located north of 14221 Biscayne Avenue, Rosemount, MN." WITH "Construct a new combined public works facility and police department, of approximately 160,101 SF, on a new 20 acre greenfield site. Site is located north of 14221 Biscayne Avenue, Rosemount, MN."
3. In Section 1.1.3, REPLACE "To Be Determined" WITH "Sixty-One Million Dollars and No Cents (\$61,000,000.00)"
4. In Section 1.1.4.1, REPLACE "To be Determined" WITH "Design Period of March 2022 thru April 2023, including Bid Package 1 Bidding February 2023 and Bid Package 2 bidding April 2023."
5. In Section 1.1.4.2, REPLACE "To be Determined." WITH "Commencement of construction shall be on or about June 1st, 2023 pending receipt of the building permit."
6. In Section 1.1.4.3, REPLACE "To be Determined." WITH "Substantial completion shall be 17 months after the commencement of construction. For purposes of this amendment, the Owner and Construction Manager agree that substantial completion shall be on or about November 1st, 2024."
7. In Section 1.1.6, REPLACE "To Be Determined" WITH "None"
8. In Section 1.1.7, REPLACE "To Be Determined" WITH "As outlined within the construction documents."
9. In Section 11.1.2, ADD "Compensation for the Construction Manager for the City of Rosemount New Police and Public Works Facilities Project shall One Million Eight Hundred Sixty-Two Thousand Five Hundred Thirty-Eight Dollars and No Cents (\$1,862,583.00) for Site Services and Fees and is based upon the amended project time frames referenced in Article 1.1.4. See Exhibit B attached to Amendment No. 01 to the Construction Manager Agreement. Any changes in these Site Services or Fees consisting of additions, deletions or revisions will be submitted in written detail to the Owner for approval prior to the commencement of any work."

10. In Section 13.2.4, ADD "Exhibit B – City of Rosemount New Police and Public Works Facilities Project Amendment 01 CM Fee and Site Services."
11. Exhibit B attached hereto is hereby incorporated into the CM Agreement, which corresponds to the compensation for the Construction Manager's Basis Services for the City of Rosemount New Police and Public Works Facilities Project. The Owner agrees to pay the CM a lump sum amount as indicated on the attached Exhibit B for the Project.
12. The Owner and Construction Manager hereby agree to execute future Amendments to the CM Agreement at appropriate intervals to incorporate Preconstruction and Construction Phase fees and costs for the Construction Manager's Basis Services.
13. Except as modified herein, the CM Agreement shall remain in full force according to its terms.
14. This Amendment may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original and all of which counterparts, taken together, shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this document by facsimile or other generally accepted electronic means shall be effective as delivery of a manually executed counterpart of this document.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 01 to Construction Manager Agreement as of the date first set forth above. The undersigned further acknowledges that he or she is authorized to enter into this Amendment on behalf of the party designated below.

City of Rosemount, Rosemount, MN

Dated: _____, 2020

By: _____

Its: _____

Kraus Anderson Construction Company

Dated: 2-13-2023, 2020

By: Camille Helou

Its: V.P. Director of Operations

DRAFT AIA® Document A232™ – 2019

General Conditions of the Contract for Construction, Construction Manager as Adviser Edition

for the following PROJECT:

(Name, and location or address)

«New Police and Public Works Facilities »
«Project Site is 20 acres on the northern section of 14221 Biscayne Avenue, Rosemount,
MN »

THE CONSTRUCTION MANAGER:

(Name, legal status, and address)

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

THE OWNER:

(Name, legal status, and address)

«City of Rosemount »
«2875 145th Street West »
«Rosemount, MN 55068 »

THE ARCHITECT:

(Name, legal status, and address)

«Boarman Kroos Vogal Group, Inc. bda BKV Group»
«222 North Second Street, Suite 101»
«Minneapolis, MN 55401 »

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.

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 Documents A132™-2019, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition; B132™-2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition; and C132™-2019, Standard Form of Agreement Between Owner and Construction Manager as Adviser.

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TABLE OF ARTICLES

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2	OWNER
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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, Performance Bond or Payment Bond, 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 the Construction Manager or the Construction Manager's consultants, (3) between the Owner and the Architect or the Architect's consultants, (4) between the Contractor and the Construction Manager or the Construction Manager's consultants, (5) between the Owner and a Subcontractor or Sub-subcontractor (6) between the Construction Manager and the Architect, or (7) between any persons or entities other than the Owner and Contractor. The Construction Manager and Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of their 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 other Contractors, and by the Owner's own forces and Separate Contractors.

§ 1.1.5 Contractors. Contractors are persons or entities, other than the Contractor or Separate Contractors, who perform Work under contracts with the Owner that are administered by the Architect and Construction Manager.

§ 1.1.6 Separate Contractors. Separate Contractors are persons or entities who perform construction under separate contracts with the Owner not administered by the Architect and Construction Manager.

§ 1.1.7 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.

§ 1.1.8 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.

§ 1.1.9 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.

§ 1.1.10 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, in proper operating condition. 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, unless it is specified that a subcontract include specific phases or elements to complete a certain part of the Work for reasons of coordination or responsibility. Where the Specification has been divided into sections, it is for convenience in use. The Architect assumes no responsibility for proper placement of phases of the Work into the proper division or section nor the arrangement of Work shown on the Drawings. The Architect shall not be obligated to enter into jurisdictional or other disputes as a result of the organization, arrangement or location of parts of the Work in Specifications or on Drawings, nor to serve as arbiter to establish subcontract limits. Unless otherwise specified, the scope of work of each section shall be to furnish labor, materials, equipment, skill, erection, installation, services and related items for the phase of work of that section, as required by the Drawings, as specified or as otherwise required to provide and complete the entire work of the section.

§ 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.

§ 1.2.4 The general character and scope of the Work is called for by the Contract Documents. Where a portion of the Work is fully drawn and the remainder is merely indicated, the portion fully drawn shall apply to all similar parts of the Work. Drawings intended primarily as information for one trade may not necessarily show the work of other trades, which shall not be construed as there being no related materials or adjacent work.

§ 1.2.5 Figured dimensions shall be followed in preference to measurement by scale. In the event of discrepancies between Drawings, between Drawings and Specifications or between Specifications, the intent shall be interpreted by the Architect, which shall be binding on the Contractor. Where a dimension may be missing, the Work shall be accomplished in accordance with the directions and dimensions provided by the Architect. Dimensions on Drawings, as well as detail Drawings themselves, are subject in every case to measurements of existing, adjacent, incorporated and completed work which shall be taken by the Contractor before undertaking any work dependent upon such data. Dimensions pertaining to the Work shall be verified at site by Contractor.

§ 1.2.6 Where Specifications are of the abbreviated or "streamlined" type, they shall be construed as complete sentences, as shall notes on the drawings. Omission of Words such as "the", "the Contractor shall", and "as shown on the drawings" is intentional. The words "shall" or "shall be" are to be supplied by inference. Imperative or directive instruction, directions or specifications apply and refer to the Contractor. The words "symmetrical" and "similar" are used in the general sense and need not mean "identical".

§ 1.2.7 Where a number is specified (as for gauges, weights, temperatures, an amount of time, and similar references) and the specified number cannot be obtained, the number shall be interpreted as the next better, as available.

§ 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 Subject to the agreement between Owner and Architect, B132-2019, as modified, the Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and retain all common law, statutory, and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants.

§ 1.6 Notice

§ 1.6.1 Except as otherwise provided in Section 1.6.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission if a method for electronic transmission is set forth in the Agreement.

§ 1.6.2 Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

§ 1.7 Digital Data Use and Transmission

The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties may use AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.8 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without written agreement to protocols governing the use of, and reliance on, the information contained in the model shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 OWNER

§ 2.1 General

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. Owner's Authorized Representative shall be its Superintendent or his designee. In no event shall the Owner's Authorized Representative have authority to agree to any adjustments in the Contract Sum or Contract Time without express written authority from Owner's Council.

§ 2.2 Evidence of the Owner's Financial Arrangements

§ 2.2.1 Prior to commencement of the Work, and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 2.2.1, the Contract Time shall be extended appropriately.

§ 2.2.2 Following commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract only if (1) the Owner fails to make payments to the Contractor as the Contract

Documents require; (2) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due; or (3) a change in the Work materially changes the Contract Sum. If the Owner fails to provide such evidence, as required, within fourteen days of the Contractor's request, the Contractor may immediately stop the Work and, in that event, shall notify the Owner that the Work has stopped. However, if the request is made because a change in the Work materially changes the Contract Sum under (3) above, the Contractor may immediately stop only that portion of the Work affected by the change until reasonable evidence is provided. If the Work is stopped under this Section 2.2.2, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided in the Contract Documents.

§ 2.2.3 After the Owner furnishes evidence of financial arrangements under this Section 2.2, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.4 Where the Owner has designated information furnished under this Section 2.2 as "confidential," the Contractor shall keep the information confidential and shall not disclose it to any other person. However, the Contractor may disclose "confidential" information, after seven (7) days' notice to the Owner, where disclosure is required by law, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or by court or arbitrator(s) order. The Contractor may also disclose "confidential" information to its employees, consultants, sureties, Subcontractors and their employees, Sub-subcontractors, and others who need to know the content of such information solely and exclusively for the Project and who agree to maintain the confidentiality of such information.

§ 2.3 Information and Services Required of the Owner

§ 2.3.1 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities. Unless otherwise provided under the Contract Documents, the Owner, assisted by the Construction Manager, shall secure and pay for the building permit.

§ 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 The Owner shall retain a construction manager adviser lawfully practicing construction management in the jurisdiction where the Project is located. That person or entity is identified as the Construction Manager in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 2.3.4 If the employment of the Construction Manager or Architect terminates, the Owner shall employ a successor construction manager or architect to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Construction Manager or Architect, respectively.

§ 2.3.5 Except as otherwise required by the Contract Documents, 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.

§ 2.3.6 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.

§ 2.3.7 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.

§ 2.3.8 The Owner shall forward all communications to the Contractor through the Construction Manager. Other communication shall be made as set forth in Section 4.2.6.

§ 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 the Contractor and its surety, if any, to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect or require the Contractor's surety to assume the obligations of the Contractor.. Such action by the Owner and amounts charged to the Contractor or its surety are both subject to review by the Construction Manager and prior concurrence of the Architect, and the Construction Manager or 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 Construction Manager's and Architect's and their respective consultants' additional services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor or its surety 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 Construction Manager or Architect in their 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 By executing the Contract, the Contractor represents that the Contractor has reviewed and understands the Contract Documents, has visited the Site and is familiar with local conditions under which the Work is to be performed, has correlated personal observations with the requirements of the Contract Documents, and has notified the Architect of and obtained clarification of any discrepancies which have become apparent during the bidding or proposal period. The Contractor also represents that all Contract Documents for the Project have been examined, including those intended for work of trades not normally performed by the Contractor's own forces, and the Contractor has become thoroughly familiar with all conditions which may pertain to or affect the Work under this Contract.

§ 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 2.3.5, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Construction Manager and Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information submitted to the Construction Manager in such form as the Construction Manager and Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents. Notwithstanding the foregoing, the Contractor must carefully study and

compare the Contract Documents among themselves and further compare the Contract Documents with any other information furnished by the Owner pursuant to Section 3.2 before commencing Work at the Site and at frequent intervals during its progress.

§ 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 Construction Manager and Architect any nonconformity discovered by or made known to the Contractor as a request for information submitted to Construction Manager in such form as the Construction Manager and Architect may require

§ 3.2.4 The Contractor must make frequent inspections during the progress of the Work to confirm that Work previously performed by the Contractor is in compliance with the Contract Documents and applicable laws and regulations bearing on the performance of the Work and Referenced Standards and that portion of Work previously performed by the Contractor or by others are in proper condition to receive subsequent Work.

§ 3.2.5 If the Contractor believes that any portions of the Contract Documents do not comply with applicable laws, statutes, ordinances, building codes, and rules and regulations, or any orders by code enforcement officials or the Owner or its designees acting in the capacity of building code inspectors or Referenced Standards, the Contractor must promptly notify the Owner and the Architect of the non-compliance as provided in Section 3.2.6 and request direction before proceeding with the affected Work.

§ 3.2.6 The Contractor must promptly notify the Owner and the Architect in writing of any apparent errors, inconsistencies, omissions, ambiguities, construction impracticalities or code violations discovered as a result of the Contractor's review of the Contract Documents including any differences between actual and indicated dimensions, locations and descriptions, and must give the Owner and the Architect timely notice in writing of same and of any corrections, clarifications, additional Drawings or Specifications, or other information required to define the Work in greater detail or to permit the proper progress of the Work. The Contractor must provide similar notice with respect to any variance between its review of the Site and physical data and Site conditions observed.

§ 3.2.7 If the Contractor knowingly performs any Work involving an apparent error, inconsistency, ambiguity, construction impracticality, omission or code violation in the Contract Documents which could reasonably have been discovered by the review required by Section 3.2, without prompt written notice to the Owner and the Architect to request correction, clarification or additional information, as appropriate, all claims against the Owner relating thereafter are specifically waived.

§ 3.2.8 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, the Contractor shall submit Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2, the Contractor shall pay such costs and damages to the Owner, subject to section 15.1.7, as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 3.3 Supervision and Construction Procedures

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely notice to the Owner, the Construction Manager, and the Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. The Construction Manager shall review the proposed alternative for sequencing, constructability, and coordination impacts on the other Contractors. Unless the Architect or the Construction

Manager objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of the Project 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, in consultation with the Construction Manager, 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. All work shall be performed in the best and most workmanlike manner to the highest standards for the work. Incompetent or careless workmanship shall not be permitted by the Contractor and will not be accepted.

§ 3.4.4 The Contractor, and all those working under its jurisdiction, shall conform to labor laws of the state and all other laws, ordinances and legal requirements affecting the Work. Prior to starting work, the Contractor shall become familiar with local labor and trade conditions, skilled and unskilled, and shall conform to local conditions. The Contractor shall consider the availability of labor in the area and import labor as may be required to meet the schedule for the Work.

Unless otherwise provided in Contract Documents, all materials, equipment and other products shall be one of the brands, manufacturers or types specified. All like products for the Work shall be by the same manufacturer.

§ 3.4.5 After the Contract has been executed, the Owner and the Architect, after consultation with the Construction Manager, will consider a formal request for the substitution of products in place of those specified only under the conditions set forth in the Contract Documents.

§ 3.4.6 By making requests for substitutions based on the preceding subsection, the Contractor:

- .1 Represents that the Contractor has personally investigated the proposed substitute product and determined that it is equal or superior in all respects to that specified;
- .2 Represents that the Contractor will provide the same warranty for the substitution that the Contractor would for that specified;
- .3 Certifies that the cost data presented is complete and includes all related costs under this Contract except the Architect's redesign costs, and waives all claims for additional costs related to the substitution which subsequently become apparent; and
- .4 Will coordinate the installation of the accepted substitute, making such changes as may be required for the work to be complete in all respects.

§ 3.5 Warranty

§ 3.5.1 The Contractor warrants to the Owner, Construction Manager, and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. If required by the Construction Manager or Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. The quality required under this Warranty shall, as a

minimum, equal all standards or requirements of form, function, durability, performance, type, strength, efficiency, service, appearance or other criteria established by the requirements of the Contract Documents.

§ 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.

§ 3.5.3 The Contractor's general warranty and any additional or special warranties are not limited by the Contractor's obligations to specifically correct defective or nonconforming Work as provided in Article 12, nor are they limited by any other remedies provided in the Contract Documents.

§ 3.5.4 The Contractor must furnish all special warranties required by the Contract Documents to the Owner no later than Substantial Completion. The Owner may request additional special warranties in connection with the approval of "Or-Equals" or Substitutions as provided by the manufacturer, Allowance items, Work that is defective or nonconforming, or the acceptance of nonconforming Work pursuant to Article 12.

§ 3.6 Taxes

The Contractor shall pay sales, consumer, use and similar taxes for the Work or portions thereof 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 Owner, assisted by the Construction Manager, shall secure and pay for the building permit. The Contractor shall secure and pay 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. The Contractor shall provide and pay for all bonds that may be required to accomplish the Work.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work. In any instance where requirements of the Contract Documents are in excess of, but not in conflict with or violation of requirements of a public authority, the provisions of the Contract Documents shall govern.

§ 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7.4 Concealed or Unknown Conditions. If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner, Construction Manager, and the Architect before conditions are disturbed and in no event later than 14 days after first observance of the conditions. The Architect and Construction Manager will promptly investigate such conditions and, if the Architect, in consultation with the Construction Manager, 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, in consultation with the Construction Manager, 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, Construction Manager, and Contractor, stating the reasons. If the Owner or Contractor disputes the Architect's determination or recommendation, either party may submit a Claim as provided in Article 15.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner, Construction Manager, and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or

features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.8 Allowances

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents:

- .1 allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- .2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances, except where installation is specified as part of the allowance in the Contractor Documents;
- .3 whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2; and
- .4 the supplier or subcontractor for an allowance item is subject to acceptance of the Owner, Architect, and Construction Manager; and the Contractor's Purchase Order or Subcontract Agreement shall bind the supplier or subcontractor to the requirements of the Contract Documents.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

§ 3.9 Superintendent

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor. The Superintendent must provide his or her email address, cell phone number and pager number to Owner and Architect and must be available to be contacted during all business hours, and outside of business hours in the event of an emergency.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect, through the Construction Manager, of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Construction Manager may notify the Contractor, stating whether the Owner, the Construction Manager, or the Architect (1) has reasonable objection to the proposed superintendent or (2) require additional time for review. Failure of the Construction Manager to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner, Construction Manager, or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

§ 3.10 Contractor's Construction and Submittal Schedules

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall submit in its native electronic and graphic format, for the Owner's and Architect's approval, and the Construction Manager's use in developing the Project schedule, a Contractor's baseline 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. The Contractor shall cooperate with the Construction Manager in scheduling and performing the Contractor's Work to avoid conflict with, and as to cause no delay in, the work or activities of other Contractors, or the construction or operations of the Owner's own forces or Separate Contractors.

§ 3.10.2 The Contractor, within twenty-one (21) days of the execution of the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Owner's and Construction Manager's and Architect's approval. The Owner's and Architect's and Construction Manager'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 Owner, Construction Manager and Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, or fails to provide submittals in accordance with the approved submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

§ 3.10.3 The Contractor shall participate with other Contractors, the Construction Manager, and the Owner in reviewing and coordinating all schedules for incorporation into the Project schedule that is prepared by the Construction Manager. The Contractor shall make revisions to the construction schedule and submittal schedule as deemed necessary by the Construction Manager to conform to the Project schedule.

§ 3.10.4 The Contractor shall perform the Work in general accordance with the most recent schedules approved by the Owner, Construction Manager, and Architect, and incorporated into the approved Project schedule.

§ 3.11 Documents and Samples at the Site

The Contractor shall make available, at the Project site, the Contract Documents, including Current Construction Schedule, 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 accepted Shop Drawings, Product Data, Samples, and similar required submittals. The Contractor shall display a Current Construction Schedule at the Site for reference and reliance by the Owner and Architect. The record documents shall be a separate set of documents used only for record purposes and kept clean and undamaged. These shall be in electronic form or paper copy, available to the Construction Manager, Architect, and Owner, and delivered to the Construction Manager 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 and Construction Manager is subject to the limitations of Sections 4.2.10 through 4.2.12. Informational submittals upon which the Construction Manager and Architect are 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 Construction Manager or Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve, and submit to the Construction Manager, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents, in accordance with the Project submittal schedule approved by the Construction Manager and Architect or, in the absence of an approved Project submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of other Contractors, Separate Contractors, or the Owner's own forces. The Contractor shall cooperate with the Construction Manager in the coordination of the Contractor's Shop Drawings, Product Data, Samples, and similar submittals with related documents submitted by other Contractors. The Contractor must provide the Owner and the Architect with copies of all submittals made to regulatory agencies.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner, Construction Manager, 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 reviewed and accepted by the Architect. The Contractor must correct at its cost, and without any adjustment in Contract Time, any Work the correction of which is required due to the Contractor's failure to obtain approval of a submittal required to have been obtained prior to proceeding with the Work, including, but not limited to, correction of any conflicts in the Work resulting from such failure.

§ 3.12.8 The Work shall be in accordance with accepted 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 Construction Manager and 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 Construction Manager and Architect on previous submittals. In the absence of such notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures. The Contractor shall not be required to provide professional services in violation of applicable law.

§ 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner, the Architect, and the Construction Manager shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Construction Manager shall review submittals for sequencing, constructability, and coordination impacts on other Contractors.

§ 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 Construction Manager and Architect at the time and in the form specified by the Architect.

§ 3.13 Use of Site

§ 3.13.1 The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§ 3.13.2 The Contractor shall coordinate the Contractor's operations with, and secure the approval of, the Construction Manager before using any portion of the site.

§ 3.13.3 The Contractor shall return all improvements on or about the site, streets and adjacent property which are not shown to be altered, removed or otherwise changed, to the conditions which existed previously. The Contractor shall protect existing structures or other features from damage by any operation in connection with the contract.

§ 3.13.4 Utilities or other services which are shown, or not shown but encountered or otherwise found, shall be protected by the Contractor from any damage from excavation or other work and operations of this Contract, unless or until they are abandoned. Contractor shall immediately restore any damage from its work or operations to place the utilities and services in good operating condition. If the utilities or services are shown to be abandoned or moved, they shall remain in service, and be protected by the Contractor, until new utilities and services have been provided, tested and ready for use.

§ 3.13.5 Except as may be specifically provided in the Contract Documents, the Contractor shall provide all necessary temporary facilities, including power, water, sanitation, scaffolding, storage, and security. If Owner makes any such facilities available to Contractor, it is without representation or warranty as to their adequacy for Contractor's use, and Contractor shall indemnify, defend, and hold Owner harmless from and against any claims arising out of Contractor's use of such facilities.

§ 3.14 Cutting and Patching

§ 3.14.1 The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting, or patching shall be restored to the condition existing prior to the cutting, fitting, or patching, unless otherwise required by the Contract Documents. Cutting and patching shall be kept to an absolute minimum by careful planning and through providing proper holes, sleeves, anchors, inserts or other built-ins as Work progresses and then only to the extent required to properly place, support, hang, anchor or install work. Contractor shall restore the improvements and finishes to like-new condition, to match adjoining work and such restoration shall be performed by workers skilled in the particular type of work involved. Where finishes are patched, they shall be patched to the extent necessary to provide unbroken and unattached appearance and shall be carried to natural break points as necessary. All patching is subject to the Architect's acceptance. Unauthorized or careless cutting will not be permitted. No structural member shall be cut in a manner or to an extent which will affect the structural effectiveness, unless approved by the Architect.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner, Separate Contractors, or of other Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter construction by the Owner, Separate Contractors, or by other Contractors except with written consent of the Construction Manager, Owner, and such other Contractors or Separate Contractors. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold, from the Separate Contractors, other Contractors, or the Owner, its consent to cutting or otherwise altering the Work.

§ 3.14.3 Cutting and patching of construction work or excavation and backfilling in or about the building, shall be done under the general supervision of the Contractor for that phase of the Work being altered, who shall be responsible to see that patching and backfilling is accomplished by using proper labor, materials and methods consistent with the requirements for other similar construction.

§ 3.15 Cleaning Up

§ 3.15.1 The Contractor must keep the Site and adjacent areas free from accumulation of waste materials or rubbish caused by operations under the Contract, and must keep tools, construction equipment, machinery and surplus materials suitably stored when not in use. If the Contractor fails to do so in a manner reasonably satisfactory to the Owner or the Architect within forty-eight (48) hours after notice or as otherwise required by the Contract Documents, the Owner may clean the Site and back charge the Contractor for all costs associated with the cleaning. The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or 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, or Construction Manager with the Owner's approval, 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, Construction Manager, 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, Construction Manager, 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, Architect, or Construction Manager. 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 through the Construction Manager.

§ 3.18 Indemnification

§ 3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless the Owner, Construction Manager, Architect, Construction Manager's and 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.

§ 3.19 EQUAL OPPORTUNITY IN EMPLOYMENT

§ 3.19.1 Contractor shall not discriminate against any employee or applicant for employment because of sex, creed, color, religion, national origin, marital status, status with respect to public assistance, disability, age, or sexual preference. Contractor shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to the following: employment, upgrading, demotion or transfer, recruitment, recruitment advertising, layoff or termination, rates of pay or other form of compensation and selection for training, including apprenticeship. Contractor shall incorporate these same equal opportunity, antidiscrimination and affirmative action requirements into all agreements between Contractor and its Subcontractors.

§ 3.20 VERIFICATION OF FIELD CONDITIONS

§ 3.20.1 The Contractor shall take field measurements and verify field conditions with the Contract Documents and final Shop Drawings before commencing any Work. The Contractor shall promptly report errors, inconsistencies or omissions to the Architect and Construction Manager.

§ 3.20.2 No change in the Contract Sum will be allowed on account of minor differences between actual field conditions and the Contract Documents.

§ 3.21 MISCELLANEOUS CONTRACTOR RESPONSIBILITIES

§ 3.21.1 The Contractor agrees to adequately and properly protect its Work. The Contractor agrees to adhere to the Federal Occupational Safety & Health Act, state and local safety regulations, so as to avoid injury or damage to persons or property resulting from failure to do so.

§ 3.21.2 In the event the Contractor, after 24 hour written notice from the Construction Manager fails to take corrective action to ensure compliance with said safety regulations, the Construction Manager may, but shall not be obligated to, remedy the situation according to OSHA standards and charge the cost of same to the Contractor's account without further notice to the Contractor.

§ 3.21.3 The Contractor agrees to notify the Construction Manager's representative on the job site of all accidents which may occur to persons or property and shall provide the Construction Manager's representative with a copy of all accident reports on appropriate forms. All reports shall be signed by the Contractor or his authorized representative and submitted within twenty-four (24) hours of occurrence.

§ 3.21.4 The Contractor agrees that all disputes concerning the jurisdiction of trades shall be adjusted in accordance with any plan for the settlement of jurisdictional disputes which may be in effect either nationally or in the locality in which the work is being done. The Contractor shall be bound by, and shall abide by, all such adjustments and settlements of jurisdictional disputes, whether or not the Contractor is signature bound by the agreement establishing the Impartial Jurisdictional Disputes Board and/or its successors. The Contractor agrees not to cause a work stoppage due to the jurisdictional assignment of work. and Owner.

§ 3.21.8 The Contractor shall insure that all construction tools, equipment, temporary facilities, and other items used in accomplishing the Work, whether purchased, rented or otherwise provided by the Contractor or provided by the others, are in a safe, sound, and good condition; capable of performing the function for which they are intended and maintained in conformance with applicable laws and regulations.

§ 3.21.9 In no event shall any act or omission on the part of the Owner, the Architect or the Construction Manager relieve the Contractor from its obligation to perform its Work in full compliance with the Contract.

§ 3.21.10 The Contractor shall be responsible to the Owner and Construction Manager for the acts and omissions of all of its employees and all of its subcontractors, their agents and employees, and all other persons performing any of the Contractor's Work.

ARTICLE 4 ARCHITECT AND CONSTRUCTION MANAGER

§ 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 his authorized representative, including employees or consultants. Where "Architect" may be used relating to engineering phases of the Work, substitute the term "Engineer" therefore.

§ 4.1.2 The Construction Manager is the person or entity retained by the Owner pursuant to Section 2.3.3 and identified as such in the Agreement. The term "Construction Manager" means the Construction Manager or the Construction Manager's authorized representative, including employees or consultants.

§ 4.1.3 Duties, responsibilities, and limitations of authority of the Construction Manager and Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Construction Manager, Architect, and Contractor. Consent shall not be unreasonably withheld.

§ 4.2 Administration of the Contract

§ 4.2.1 The Construction Manager and Architect will provide administration of the Contract as described in the Contract Documents and will be the Owner's representatives during construction until the date the Architect issues the final Certificate for Payment. The Construction Manager and 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. On the basis of the site visits, the Architect will keep the Owner and the Construction Manager reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner and Construction Manager known deviations from the Contract Documents and defects and deficiencies observed in the Work.

§ 4.2.3 The Construction Manager shall provide one or more representatives who shall be in attendance at the Project site whenever the Work is being performed. The Construction Manager will determine in general if the Work observed is being performed in accordance with the Contract Documents, will keep the Owner and Architect reasonably informed of the progress of the Work, and will promptly report to the Owner and Architect known deviations from the Contract Documents and the most recent Project schedule, and defects and deficiencies observed in the Work.

§ 4.2.4 The Construction Manager will schedule and coordinate the activities of the Contractor and other Contractors in accordance with the latest approved Project schedule.

§ 4.2.5 The Construction Manager, except to the extent required by Section 4.2.4, and 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, and neither will be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. Neither the Construction Manager nor the Architect will have control over or charge of, or be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or of any other persons or entities performing portions of the Work.

§ 4.2.6 **Communications.** The Owner shall communicate with the Contractor and the Construction Manager's consultants through the Construction Manager about matters arising out of or relating to the Contract Documents. The Owner and Construction Manager shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Construction Manager 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 other Contractors shall be through the Construction Manager. Communications by and with the Owner's own forces and Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

§ 4.2.7 The Construction Manager and Architect will review and certify all Applications for Payment by the Contractor, in accordance with the provisions of Article 9.

§ 4.2.8 The Architect and Construction Manager have authority to reject Work that does not conform to the Contract Documents, and will notify each other about the rejection. Whenever the Construction Manager considers it necessary or advisable, the Construction Manager will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, upon written authorization of the Owner, whether or not the Work is fabricated, installed or completed. The foregoing authority of the Construction Manager will be subject to the provisions of Sections 4.2.18 through 4.2.20 inclusive, with respect to interpretations and decisions of the Architect. However, neither the Architect's nor the Construction Manager's authority to act under this Section 4.2.8 nor a decision made by either of them in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect or the Construction Manager to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons performing any of the Work.

§ 4.2.9 Utilizing the submittal schedule provided by the Contractor, the Construction Manager shall prepare, and revise as necessary, a Project submittal schedule incorporating information from other Contractors, the Owner, Owner's consultants, Owner's Separate Contractors and vendors, governmental agencies, and participants in the Project under the management of the Construction Manager. The Project submittal schedule and any revisions shall be submitted to the Architect for approval.

§ 4.2.10 The Construction Manager will receive and promptly review for conformance with the submittal requirements of the Contract Documents, all submittals from the Contractor such as Shop Drawings, Product Data, and Samples. Where there are other Contractors, the Construction Manager will also check and coordinate the information contained within each submittal received from the Contractor and other Contractors, and transmit to the Architect those recommended for acceptance. By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Construction Manager represents to the Owner and Architect that the Construction Manager has reviewed and recommended them for approval. The Construction Manager's actions will be taken in accordance with the Project submittal schedule approved by the Architect or, in the absence of an approved Project submittal schedule, with reasonable promptness while allowing sufficient time to permit adequate review by the Architect.

§ 4.2.11 The Architect will review and accept, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional

judgment to permit adequate review. Upon the Architect's completed review, the Architect shall transmit its submittal review to the Construction Manager.

§ 4.2.12 Review of the Contractor's submittals by the Construction Manager and Architect 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 Construction Manager and 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 Construction Manager and Architect's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.13 The Construction Manager will prepare Change Orders and Construction Change Directives.

§ 4.2.14 The Construction Manager and the Architect will take appropriate action on Change Orders or Construction Change Directives in accordance with Article 7, and the Architect will have authority to order minor changes in the Work as provided in Section 7.4. The Architect, in consultation with the Construction Manager, will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.15 Utilizing the documents provided by the Contractor, the Construction Manager will maintain at the site for the Owner one copy of all Contract Documents, approved Shop Drawings, Product Data, Samples, and similar required submittals, in good order and marked currently to record all changes and selections made during construction. These will be available to the Architect and the Contractor, and will be delivered to the Owner upon completion of the Project.

§ 4.2.16 The Construction Manager will assist the Architect in conducting inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion in conjunction with the Architect pursuant to Section 9.8; and receive and forward to the Owner written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10. The Construction Manager will forward to the Architect a final Application and Certificate for Payment or final Project Application and Project Certificate for Payment upon the Contractor's compliance with the requirements of the Contract Documents.

§ 4.2.17 If the Owner and Architect agree, the Architect will provide one or more Project representatives to assist in carrying out the Architect's responsibilities at the site. The Owner shall notify the Construction Manager of any change in the duties, responsibilities and limitations of authority of the Project representatives.

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

§ 4.2.19 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 so rendered in good faith.

§ 4.2.20 Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise within 10 days. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 4.2.21 The Construction Manager will receive and review requests for information from the Contractor, and forward each request for information to the Architect, with the Construction Manager's recommendation. The Architect will review and respond in writing, through the Construction Manager, to requests for information about the Contract Documents. The Construction Manager's recommendation and the Architect's response to each request will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate,

the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

§ 5.1.1 A Subcontractor is a person, firm or entity who has a direct contract or purchase order with the Contractor to provide or furnish materials, equipment, facilities, labor or services, or a combination of these, for the execution and completion of the Work or part thereof. 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 other Contractors or Separate Contractors or the subcontractors of other Contractors or Separate Contractors.

§ 5.1.2 A Sub-subcontractor is a person or entity having a direct or indirect contract or purchase order with a Subcontractor to provide or furnish materials, equipment, facilities, labor or services, or a combination of these, for the execution and completion of the Work or part thereof. 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 After award of the Contract, if the Contractor seeks to substitute a Subcontractor, the Contractor shall notify the Construction Manager, for review by the Owner, Construction Manager and Architect, of the substitutes proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design, along with a list of the actual materials or equipment such person will be furnishing.. Within 14 days of receipt of the information, the Construction Manager may notify the Contractor whether the Owner, the Construction Manager or the Architect (1) has reasonable objection to any substitute or, (2) requires additional time for review. Failure of the Construction Manager to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 5.2.2 The Contractor shall not contract with a proposed substitute Subcontractor to whom the Owner, Construction Manager or Architect has made reasonable and timely objection.

§ 5.2.3 The Contractor shall not substitute a Subcontractor, person or entity previously selected if the Owner or Architect makes reasonable objection to such substitution.

§ 5.3 Subcontractual Relations

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor’s Work, that the Contractor, by these Contract Documents, assumes toward the Owner, Construction Manager and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner, Construction Manager and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.4 Contingent Assignment of Subcontracts

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

- .1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor; and
- .2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

§ 5.4.3 Upon assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor Contractor or other entity. If the Owner assigns the subcontract to a successor Contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor Contractor's obligations under the subcontract.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 Owner's Right to Perform Construction with Own Forces and to Award Other Contracts

§ 6.1.1 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 the Owner performs construction or operations with the Owner's own forces or Separate Contractors, the Owner shall provide for coordination of such forces and Separate Contractors with the Work of the Contractor, who shall cooperate with them.

§ 6.1.3 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 and Subcontractors shall cooperate with and coordinate their work with all other Contractors and the Owner to facilitate the general progress of the Project and to prevent delaying the progress of other Contractors. The Contractor shall afford other Contractors reasonable opportunity for the introduction and storage of their materials and equipment and the execution of their work, and shall connect and coordinate Contractor's Work with theirs as required by the Contract Documents. Each Contractor and Subcontractor shall obtain layout drawings, roughing-in detail sheets and other pertinent information directly from each other (not from Architect or Construction Manager) to coordinate all phases of the Work. For coordination with the Owner's equipment or materials, information shall be obtained from the Owner through the Construction Manager. After timely notification by the Contractor of the need to accomplish a particular phase or element of the Work, the other Contractors shall, within a reasonable time, perform their work so as not to delay or impede the Contractor.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner's own forces, Separate Contractors or other Contractors, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Construction Manager and Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor or other Contractors that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Construction Manager and 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 or other Contractors' 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 Contractors or other Contractors that are not apparent.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs, including costs that are payable to a Separate Contractors or to other Contractors, because of the Contractor's delays, improperly timed activities, lack of coordination with other Contractors or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of delays, improperly timed activities, damage to the Work or defective construction by the Owner's own forces, Separate Contractors, or other Contractors.

§ 6.2.4 The Contractor shall promptly remedy damage that the Contractor causes to completed or partially completed construction, or to property of the Owner, Separate Contractors, or other Contractors as provided in Section 10.2.5.

§ 6.2.5 The Owner, Separate Contractors, and other Contractors 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, other 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 Construction Manager, with notice to 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, Construction Manager, Architect and Contractor. A Construction Change Directive requires agreement by the Owner, Construction Manager 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.

§ 7.1.4 For proposed changes in the Work the costs shall be determined as provided under this Subsection 7.1.4. The Contractor shall submit an itemized list of quantities with the applicable unit costs and extended price for each, in such form and detail as required by the Construction Manager/Architect.

.1 As a minimum, the detailed breakdown shall include and indicate the items enumerated below. Items (a) and (b) constitute the cost of labor, and items (a), (b), (c) and (d) constitute the basic costs referred to under this Article 7.

- (a) Labor costs, itemized by each trade involved, showing the hourly rates for each, and the hours required for the change. Labor rates shall be the same for extra and credit computations and shall be the actual rate paid workmen in accordance with established management labor agreement.
- (b) Burden on labor, which shall be only the actual costs of mandatory fringe benefits required by established agreements, taxes on labor, worker's or workmen's compensation, insurance on labor as affected by payroll, unemployment taxes and insurance, including FICA and FUTA.
- (c) Quantities of materials, equipment and supplies, at their actual cost, with unit costs indicated.
- (d) The cost of subcontracted work, computed in the same way as provided for under this Subsection 7.1.4.
- (e) Overhead, profit or commission.
- (f) Applicable sales tax on materials, added after the above computations are complete.

.2 The maximum that will be allowed for overhead and profit, or commission, shall be as follows, expressed as a percentage of the basic cost of the change. The maximum allowable percentages for profit, overhead and commission may be less, depending on the nature, extent or complexity of the change, where the percentage is not commensurate with the responsibility and administration involved (such as the Contractor merely processing a substantial Change Order to a Subcontractor) but in no event shall they exceed the following:

	Overhead/Profit	Commission
(a) To the Contractor and/or Subcontractor for work performed with their own forces.	10%	
(b) To the Contractor for work performed by other than its own forces.	--	5%

- .3 Not more than two percentages for overhead, profit and commission will be allowed. The mark-up on any part of the Work a Subcontractor subcontracts will be limited to one overhead/profit figure in addition to the Contractor's commission, the Subcontractor and Sub-Subcontractor may divide the overhead and profit amount as they agree upon.
- .4 The burden on labor may be indicated as a dollar/cents addition to the hourly rate or may be expressed as a percentage of the extended hourly rate costs. If required by the Owner, Construction Manager or the Architect, the Contractor shall provide a detailed breakdown to justify the labor burden. The Construction Manager reserves the right to reject any labor burden which is inconsistent with other similar contractors or where the cost of fringe benefits are in excess of established labor agreements. The burden on labor shall not include any costs noted as general overhead.
- .5 Material, equipment and supply costs shall be quoted at the actual cost to the Contractor, or Subcontractor. Upon request, the Contractor (or Subcontractor) shall submit evidence to substantiate the costs. Said costs shall be quoted at trade discount prices, with quantity discounts also applied where the quantities warrant. Cash or prompt payment discounts need not be credited. In any proposal with material, equipment and supply credits, the credit shall be based on the actual Contract cost of the material (including trade and quantity discounts) less any charges actually incurred for handling or returning a material which has been delivered. No cancellation, restocking or similar charge will be allowed unless actually incurred by the purchaser and generally will not be allowed when the product has not been shipped.
- .6 The percentages allowed for overhead, profit or commission under clause 7.1.4.2 shall be deemed to include, and no further addition allowed for: (1) field and office supervision and administration, including the field superintendent and foremen; (2) general insurance, except that listed as the labor burden; (3) use or replacement of tools; (4) shop burden; (5) equipment rental (other than specifically required additional hoisting equipment, required excavating equipment or similar equipment necessary solely as a result of the change); (6) engineering and estimating costs; (7) performance and payment (guaranty) bond; (8) cost of safety measures (including those imposed by OSHA); (9) shipping, drayage and demurrage; (10) parking charges; (11) clean up and debris removal; (12) testing; (13) permits, unless a new permit type is required; (14) or any other costs except those enumerated under clause 7.1.4.
- .7 Cost changes shall be computed by determining the basic costs enumerated under clause 7.1.4 (as further specified under this subsection), to which the overhead may be added, then the profit figure may be added and finally adding the sales tax on materials.
- .8 Subcontractors (or Sub-Subcontractors) shall compute their costs in the same way and are subject to the same conditions of what may be included in the cost and the same maximum percentages for overhead and profit. To the Subcontractor's price, the Contractor may add up to 5% commission.
- .9 For changes involving work of the Contractor with its own forces and work by a Subcontractor (or Sub-Subcontractor), the commission shall be applied directly to the Subcontractor's price, with the overhead and profit figure applied only to the Work the Contractor performs with its own forces.
- .10 For changes involving both extra and credit amounts, the overhead and profit, or commission, shall be applied only to net difference where the extra exceeds the credit.
- .11 For changes resulting in a credit in the basic costs, a reasonable allowance for overhead, profit or commission may be required to be credited the Owner, as approved by the Architect after consultation with the Construction Manager. In general, no credit for overhead, profit or commission will be required where the net change credit is minor or where the change in Work indicates it is reasonable that no credit be allowed to the Owner due to the effort, cost or responsibility of the Contractor. In the event of substantial subcontract credits, or for Work not performed by the Contractor, a reasonable overhead, profit or commission credit shall be allowed to the Owner.

§ 7.2 Change Orders and Change Proposals

A Change Order is a written instrument prepared by the Construction Manager and signed by the Owner, Construction Manager, Architect, and Contractor, 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.

§ 7.2.4 The Contractor must submit Change Proposals covering a contemplated Change Order within ten (10) days after request of the Owner, or the Architect or within ten (10) days of the event giving rise to the Contractor's claim for a change in the Contract Sum or Contract Time. No increase in the Contract Sum or extension of the Contract

Time will be allowed the Contractor for the cost or time involved in making Change Proposals. Change Proposals will define or confirm in detail the Work which is proposed to be added, deleted, or changed and must include any adjustment which the Contractor believes to be necessary in (i) the Contract Sum, or (ii) the Contract Time. Any proposed adjustment must include detailed documentation including, but not limited to: cost, properly itemized and supported by sufficient substantiating data to permit evaluation including cost of labor, materials, supplies and equipment, rental cost of machinery and equipment, additional bond cost, plus a fixed fee for profit and overhead (which includes office overhead and Site-specific overhead and general conditions) of ten percent (10%) if the Work is performed by the Contractor, or five percent (5%) if the Work is performed by a Subcontractor or Sub-subcontractor. The Subcontractor's or Sub-subcontractor's overhead and profit in turn must not exceed a total aggregate of ten percent (10%). Change Proposals will be binding upon the Contractor and may be accepted or rejected by the Owner in its discretion. The Owner may, at its option, instruct the Contractor to proceed with the Work involved in the Change Proposal in accordance with this Section 7.2.2 without accepting the Change Proposal in its entirety.

§ 7.2.5 If the Owner determines that a Change Proposal is appropriate, the Construction Manager will prepare and submit a request for a Change Order or Contract Amendment providing for an appropriate adjustment in the Contract Sum or Contract Time, or both, for further action by the Owner. No such change is effective until the Owner and Construction Manager, and Architect sign the Change Order.

§ 7.3 Construction Change Directives

§ 7.3.1 A Construction Change Directive is a written order prepared by the Construction Manager and signed by the Owner, Construction Manager 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 Owner and the Construction Manager 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 Construction Manager 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 Construction Manager and 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 Construction Manager 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 Construction Manager and 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 Construction Manager and Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Construction Manager and Architect determine to be reasonably justified. The 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 Construction Manager and 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 Construction Manager shall 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 Construction Manager and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Construction Manager that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time. The Architect shall also have the right to make minor changes in dimensions, locations, arrangements or details to accommodate changes in other materials and equipment, improve the Work, or prevent unforeseen interference with structural or other features. Such changes shall be made without a change in the Contract Sum.

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 and Final Completion within the Contract Time. The Work shall not be suspended or shut down, but shall progress continuously with sufficient labor at all times, unless otherwise approved by the Owner, Architect and Construction Manager.

§ 8.2.4 The Contractor must conform to the most recently approved Progress Schedule. The Contractor must complete the indicated Work or achieve the required percentage of completion, as applicable, within any interim completion dates established in the most recently approved Progress Schedule.

§ 8.2.5 The Contractor must maintain at the Site, available to the Owner and the Architect for their reference during the progress of the Work, a copy of the approved Progress Schedule and any approved revisions thereto. The Contractor must keep current records of and mark on a copy of the approved Progress Schedule the actual commencement date, progress and completion date of each scheduled activity indicated on the Progress Schedule.

§ 8.2.6 The Contractor represents that its bid includes all costs, overhead and profit which may be incurred throughout the Contract Time and the period between Substantial and Final Completion. Accordingly, the Contractor may not make any claim for delay damages based in whole or in part on the premise that the Contractor would have completed the Work prior to the expiration of the Contract Time but for any claimed delay.

§ 8.2.7 If the Contractor's progress is not maintained in accordance with the approved Progress Schedule, or the Owner determines that the Contractor is not diligently proceeding with the Work or has evidence reasonably indicating that the Contractor will not be able to conform to the most recently approved Progress Schedule, the Contractor must, promptly and at no additional cost to the Owner, take all measures necessary to accelerate its progress to overcome the delay and ensure that there will be no further delay in the progress of the Work and notify the Owner.

§ 8.2.8 The Owner reserves the right to issue a written directive to accelerate the Work that may be subject to an appropriate adjustment, if any, in the Contract Sum. If the Owner requires an acceleration of the Project Schedule and no adjustment is made in the Contract Sum, or if the Contractor disagrees with any adjustment made, the Contractor must file a claim as provided in Article 15 or the same will be deemed to be conclusively waived.

§ 8.3 Delays and Extensions of Time

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner, Architect, Construction Manager, or an employee of any of them, or of the Owner's own forces, Separate Contractors, or other Contractors; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (4) by delay authorized by the Owner pending mediation and binding dispute resolution; or (5) by other causes that the Contractor asserts and the Architect, based on the recommendation of the Construction Manager, determines justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 This Section 8.3 does not preclude the Owner's recovery of damages for delay by either party under other provisions of the Contract Documents. To the fullest extent allowed by applicable law, the Contractor's sole and exclusive remedy for delay is a right to a time extension for completion of the Contract and not damages.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

§ 9.1.1 The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 9.1.2 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed so that application of such unit prices to the actual quantities causes substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 9.2 Schedule of Values

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit a schedule of values to the Construction Manager, before the first Application for Payment and in accordance with other requirements of the Contract Documents,, 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 Construction Manager and the Architect. This schedule, unless objected to by the Construction Manager or Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. The Construction Manager shall forward to the Architect the Contractor's schedule of values. Any changes to the schedule of values shall be submitted to the Construction Manager and supported by such data to substantiate its accuracy as the Construction Manager and the Architect may require, and unless objected to by the Construction Manager or 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 fifteen days before the date established for each progress payment, the Contractor shall submit to the Construction Manager 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, Construction Manager or Architect require, such as copies of requisitions, and releases of waivers of lien 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 Construction Manager and Architect, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay. As required by Minnesota Statutes, Section 471.425, subd. 4a, the Contractor must pay all Subcontractors, less any retainage, within ten (10) calendar days of the Contractor's receipt of payment from the Owner for undisputed services provided by the Subcontractor(s) and must pay interest at the rate of one and one-half percent per month or any part of a month to the Subcontractor(s) on any undisputed amount not paid on time to the Subcontractor(s).

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage, and transportation to the site, for such materials and equipment stored off the site.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances, in favor of the Contractor, Subcontractors, suppliers, or other persons or entities that provided labor, materials and equipment relating to the Work.

§ 9.3.7 PROMPT PAYMENT TO SUBCONTRACTORS In accordance with Minnesota law, the Contractor shall include, in all subcontracts and other agreements with its subcontractors and suppliers, a provision which requires the Contractor to pay any of its subcontractors and suppliers within 10 days of the Contractor's receipt of payment from the Owner, for undisputed services or supplies provided by the subcontractor or supplier. The provision shall also include the requirement that the Contractor shall pay interest of one and one-half percent (1.5%) per month or any part of a month to the subcontractor or supplier on any undisputed amount not paid on time to the subcontractor or supplier. The provision shall further provide that the minimum monthly interest penalty payment for an unpaid balance of \$100 or more is \$10; for an unpaid balance of less than \$100, the Contractor shall pay the actual penalty due to the subcontractor or supplier; and a subcontractor or supplier who prevails in a civil action to collect interest

penalties from the Contractor shall be awarded its costs and disbursements, including attorneys' fees, incurred in bringing the action.

§ 9.4 Certificates for Payment

§ 9.4.1 Where there is only one Contractor, the Construction Manager will, within seven days after the Construction Manager's receipt of the Contractor's Application for Payment, review the Application, certify the amount the Construction Manager determines is due the Contractor, and forward the Contractor's Application and Certificate for Payment to the Architect. Within seven days after the Architect receives the Contractor's Application for Payment from the Construction Manager, the Architect will either (1) issue to the Owner a Certificate for Payment, in the full amount of the Application for Payment, with a copy to the Construction Manager; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Construction Manager 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 Construction Manager and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1. The Construction Manager will promptly forward to the Contractor the Architect's notice of withholding certification.

§ 9.4.2 Where there is more than one Contractor performing portions of the Project, the Construction Manager will, within seven days after the Construction Manager receives all of the Contractors' Applications for Payment: (1) review the Applications and certify the amount the Construction Manager determines is due each of the Contractors; (2) prepare a Summary of Contractors' Applications for Payment by combining information from each Contractor's application with information from similar applications for progress payments from the other Contractors; (3) prepare a Project Application and Certificate for Payment; (4) certify the amount the Construction Manager determines is due all Contractors; and (5) forward the Summary of Contractors' Applications for Payment and Project Application and Certificate for Payment to the Architect.

§ 9.4.2.1 Within seven days after the Architect receives the Project Application and Project Certificate for Payment and the Summary of Contractors' Applications for Payment from the Construction Manager, the Architect will either (1) issue to the Owner a Project Certificate for Payment, with a copy to the Construction Manager; or (2) issue to the Owner a Project Certificate for Payment for such amount as the Architect determines is properly due, and notify the Construction Manager 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 Project Application for Payment, and notify the Construction Manager and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1. The Construction Manager will promptly forward the Architect's notice of withholding certification to the Contractors.

§ 9.4.3 The Construction Manager's certification of an Application for Payment or, in the case of more than one Contractor, a Project Application and Certificate for Payment, shall be based upon the Construction Manager's evaluation of the Work and the data in the Application or Applications for Payment. The Construction Manager's certification will constitute a representation that, to the best of the Construction Manager'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, or Contractors are, entitled to payment in the amount certified.

§ 9.4.4 The Architect's issuance of a Certificate for Payment or, in the case of more than one Contractor, Project Application and Certificate for Payment, shall be based upon the Architect's evaluation of the Work, the recommendation of the Construction Manager, and data in the Application for Payment or Project Application for Payment. The Architect's certification will constitute a representation 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, or Contractors are, entitled to payment in the amount certified.

§ 9.4.5 The representations made pursuant to Sections 9.4.3 and 9.4.4 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 or Architect.

§ 9.4.6 The issuance of a Certificate for Payment or a Project Certificate for Payment will not be a representation that the Construction Manager or 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 Construction Manager or Architect may withhold a Certificate for Payment or Project Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Construction Manager's or Architect's opinion the representations to the Owner required by Section 9.4.3 and 9.4.4 cannot be made. If the Construction Manager or Architect is unable to issue a Certificate of Payment in the amount of the Application, the Construction Manager will notify the Contractor and Owner as provided in Section 9.4.1 and 9.4.2. If the Contractor, Construction Manager and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment or a Project Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Construction Manager or 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 or Project Certificate for Payment previously issued, to such extent as may be necessary in the Construction Manager's or Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from the 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 or other 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 or Construction Manager withholds certification for payment under Section 9.5.1, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or supplier to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Construction Manager, and both will reflect such payment on the next Certificate for Payment.

§ 9.6 Progress Payments

§ 9.6.1 After the Architect has issued a Certificate for Payment or Project 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 Construction Manager and Architect.

§ 9.6.2 The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 The Construction Manager 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 Owner, Construction Manager and Architect 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, Construction Manager 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 Issuance of a Contractor's Application and Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute an acceptance of any Work not in accordance with the Contract Documents. The Contractor and its Surety agree any issuance of a Contractor's Application and Certificate for Payment by the Architect, payment on the Contract Sum or in reducing any retaining amount, or any use or occupancy of the Work will in no way relieve them of the obligation to completely fulfill or accomplish all obligations of the Contract, including warranty of the Work, and that they waive any actual or alleged rights of subrogation or action against the Owner or the Architect as a result of any such issuance of a Contractor's Application and Certificate for Payment, payment, or use or occupancy. .

§ 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 Construction Manager and Architect do not issue a Certificate for Payment or a Project Certificate for Payment, through no fault of the Contractor, within fourteen days after the Construction Manager's 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 Construction Manager and Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' notice to the Owner, Construction Manager 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 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 notify the Construction Manager, and the Contractor and Construction Manager shall jointly 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 list, the Architect, assisted by the Construction Manager, 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 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, assisted by the Construction Manager, to determine Substantial Completion.

§ 9.8.4 When the Architect, assisted by the Construction Manager, determines that the Work of all of the Contractors, or designated portion thereof, is substantially complete, the Construction Manager will prepare, and the Construction Manager and Architect shall execute, a Certificate of Substantial Completion that shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance, and consent of surety if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 9.8.6 After Substantial Completion, the Contractor shall coordinate his activities with the Owner's use of the substantially completed work and shall diligently complete the remaining work, without delay or interruption, within the remaining Contract Time.

§ 9.8.7 Retainage after Substantial Completion, Minn. Stat. § 15.72, subd. 2—Subject to the following, all retainage will be released to Contractor no later than sixty (60) days after Substantial Completion. "Substantial Completion" shall be determined by the Architect consistent with the definition in Minnesota Statutes, Section 541.051, subd. 1(a). After Substantial Completion, Owner may withhold: (1) two hundred and fifty percent (250%) of the estimated cost to correct or complete Work known at the time of Substantial Completion; and (2) one percent (1%) of the value of the contract or \$500.00, whichever is greater, pending completion and submission of all final paperwork by Contractor. If Owner withholds payment under this paragraph, it will provide a written statement to Contractor detailing the amount and basis of the withholding. Owner will pay any amounts withheld under clause (1) within sixty (60) days after completion or correction of the Work, as determined by Architect. Owner will pay any amounts withheld under clause (2) after submission of all final paperwork, as determined by Owner.

§ 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 and Construction Manager shall jointly 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 after consultation with the Construction Manager.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Construction Manager, 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 completion of the Work, the Contractor shall forward to the Construction Manager a notice that the Work is ready for final inspection and acceptance, and shall also forward to the Construction Manager a final Contractor's Application for Payment. Upon receipt, the Construction Manager shall perform an inspection to

confirm the completion of Work of the Contractor. The Construction Manager shall make recommendations to the Architect when the Work of all of the Contractors is ready for final inspection, and shall then forward the Contractors' notices and Application for Payment or Project Application for Payment, to the Architect, who will promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Construction Manager and Architect will promptly issue a final Certificate for Payment or Project Certificate for Payment stating that to the best of their knowledge, information and belief, and on the basis of their 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 Construction Manager's and Architect's final Certificate for Payment or Project 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 through the Construction Manager such substantiation of the Contractor's right to payment as the Owner may require, such as and including: (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6), if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Construction Manager and Architect so confirm, the Owner shall, upon application by the Contractor and recommendation by the Construction Manager and 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 through the Construction Manager 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

§ 10.1.1 The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract. The Contractor shall submit the Contractor's safety program to the Construction Manager for review and coordination with the safety programs of other Contractors. The Construction Manager's responsibilities for review and coordination of safety programs shall not extend to direct control over or charge of the acts or omissions of the Contractors, Subcontractors, agents or employees of the

Contractors or Subcontractors, or any other persons performing portions of the Work and not directly employed by the Construction Manager.

§ 10.1.2 In addition to the Contractor's responsibilities referenced in this Article 10, the Contractor shall, at a minimum, comply with the requirements of the Owner's Site Specific Safety Plan, as the same may be amended from time to time (the "SSSP"), which SSSP the Contractor hereby acknowledges has been made available to the Contractor for the Contractor's review, including, without limitation, the following general safety rules:

- .1 The Contractor shall actively promote safe working performance on the part of its employees. The Contractor's site supervisors shall participate in such activities as regular safety meetings, safety inspections, and other safety programs. The Contractor will also conduct its own safety programs best suited to its particular needs;
- .2 The Contractor shall hold no less than weekly safety meetings with its construction workers. Minutes of these meetings shall be forwarded promptly to the Construction Manager;
- .3 The Contractor shall implement and practice an effective system of indoctrination and education of new and transferred employees to the Project. The Contractor shall inform its employees of all safety rules and safety procedures before the employee begins work on the Project. A suggested system such as review of local regulations and the SSSP should be used as a guide;
- .4 The Contractor shall inform its employees of the location and use of emergency equipment;
- .5 The Contractor shall inform its employees of existing Project procedures for first aid and ambulance calls;
- .6 The Contractor shall use its own regular system of inspection to promptly detect and correct hazardous conditions, safety rule violations and unsafe working practices in its own areas. The Contractor's safety inspection audit will include the Contractor areas and will be reviewed by the Contractor with the Construction Manager;
- .7 Good housekeeping and orderliness are basic requirements for all jobs and must be maintained at all times. Special attention must be given to maintaining clear walkways, removal of trash, removal of slipping and tripping hazards, and proper storage of materials. Materials shall not be left in aisles, walkways, stairways or other points of ingress or egress. Temporary material storage areas must always be requested and cleared through the Construction Manager and kept neat;
- .8 The Contractor's site supervisor shall give his or her current address and telephone number to the Construction Manager so that he or she is available to be contacted after hours in case of emergency involving hazard, loss, or damage; and
- .9 The Contractor shall ensure that all of its employees are equipped with all personal protection equipment as required by local laws, regulations, codes and/or by the SSSP.

In the event of any conflict, inconsistency or uncertainty between the SSSP and the Contract Documents, or between the SSSP and any applicable law, statute, ordinance, code, rule, regulation or lawful order of a public authority, the greater, more detailed or more stringent requirement shall control.

§ 10.2 Safety of Persons and Property

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor;
- .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; and
- .4 construction or operations by the Owner, Separate Contractors, or other Contractors.

§ 10.2.2 The Contractor shall comply with, and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property or their protection from damage, injury, or loss.

§ 10.2.3 The Contractor shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings

against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel and shall give the Owner and Construction Manager reasonable written advance notice.

§ 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, 10.2.1.3 and 10.2.1.4 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, 10.2.1.3 and 10.2.1.4. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner, Construction Manager or Architect or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable, and not attributable to the fault, acts, operations, methods, 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, Construction Manager 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 to or any adjacent property 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.

§ 10.2.9 The Contractor shall indemnify, defend and hold harmless the Owner and Construction Manager from and against any and all liability, fines, penalties, costs and expenses, including, but not limited to reasonable attorneys' fees, caused by or resulting from the Contractor's breach of any of its obligations under Sections 10.1 and 10.2 herein.

§ 10.3 Hazardous Materials

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner, Construction Manager 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, Construction Manager 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, the Construction Manager and the Architect will promptly reply to the Owner in writing stating whether or not any of them has reasonable objection to the persons or entities proposed by the Owner. If the Contractor, Construction Manager or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor, the Construction Manager 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, Construction Manager, Architect, their 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 on Owner's property if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for hazardous materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for hazardous materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Contractor shall reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall reimburse the Contractor for all cost and expense thereby incurred.

§ 10.4 Emergencies

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

§ 10.5 MISCELLANEOUS GENERAL SAFETY PROVISIONS

§ 10.5.1 The requirements under 10.4, Miscellaneous General Provisions, shall be considered as minimum requirements and shall not be construed to limit the amount of protection required to safeguard all persons and property, nor construed as directing or establishing the Contractor's methods or responsibilities.

§ 10.5.2 The Construction Manager shall provide and maintain adequate fire extinguishers in and around the construction area, available to all workers, but the Contractor shall not use extinguishers that are to be installed in the Work.

§ 10.5.3 The Contractor shall provide and maintain guard lights at barricades, railings, obstructions in streets, roads or sidewalks and at trenches or pits including at those adjacent to existing buildings, public roads, walks, and similar locations where a hazard may exist. The Contractor shall provide and maintain suitable barricades or fences around excavations, including trench excavations, excavated by Contractor or Subcontractors.

§ 10.5.4 As may be applicable to the Project and to the Work, the Contractor shall provide and be responsible for: protection of equipment, materials, supplies and Work to prevent any damage, including from freezing, thermal shock, heat, water, and other damaging elements; providing proper and adequate drainage (temporary and permanent) of the site in connection with work of this Contract; damage to property as a result of work or operations under this Contract, including but not restricted to damage from water, excavation, underpinning, removal or changing or structural supports; collapse or other failure to the Project resulting from the Contractor's acts, operations or work, including water undermining or creating pressure on the construction; pumping of water from work areas and excavations of this Contract, and spaces built, constructed or opened up under the Contract, and if necessary, installing temporary heat to keep the spaces dry; providing protection and planking on finished floors and other finished surfaces where work is being done by the Contractor or Subcontractors; closing and protecting all holes or openings through walls, floors and roofs that are cut or built by the Contractor or Subcontractors; and which will admit water to interior spaces during the construction period or will create a potential safety hazard; removal of snow to accomplish the Work; keeping premises in neat and orderly condition; eliminating fire hazards.

§ 10.5.5 As may be applicable to the Project and to its Work, the Contractor shall be responsible for the following: providing safe and adequate stairways (temporary and permanent) for the use of all trades; maintaining access to the site; proper protection by heating of an enclosed building during cold weather; protection for trees and other similar features, which are to remain, from damage from operations in connection with the Project, by boxing tree trunks and setting up barricades at sufficient distance to prevent damage to branches; the removal of accumulated snow and ice within a building, which generally shall be hauled out (not melted), unless it is a minor amount, as approved by Architect/Construction Manager.

§ 10.5.6 The Contractor and each of its Subcontractors shall provide storage and enclosures to protect and preserve the materials stored at and off the site. Materials such as wood, metal, cement, masonry materials, equipment of any type, conduit and similar materials, shall not be set directly on ground. Coverings shall be durable, watertight, fully cover sides as well as top, substantial and well anchored to prevent blowing away. Shed type enclosures shall be provided for easily damaged and small items. Any protection which becomes damaged shall be replaced immediately at the Contractor's sole cost and expense. Contractor's storage shall be reviewed and must be acceptable to the Construction Manager, as it relates to site coordination.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

§ 11.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner, Construction Manager and Construction Manager's consultants, and the Architect and Architect's consultants, shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.

§ 11.1.2 The Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 11.1.3 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

§ 11.1 Contractor's Liability Insurance

§ 11.1.1 The Contractor shall purchase and maintain commercial general liability insurance as required to protect the Contractor, Construction Manager, Architect and Owner from claims set forth below which may arise out of, result from, or are in any manner connected with, the execution of the Work provided for in this Contract, or occur or result from the use by Contractor, its agents or employees, of materials, equipment, instrumentalities or other property, whether the same be owned by the Construction Manager, Contractor, or third parties, whether such claims arise during Contract performance or subsequent to completion of operations under this Contract and whether operations be by the Contractor or by anyone directly or indirectly employed by Contractor, or by anyone for whose acts Contractor may be liable, and whether such claims are claims for which the Contractor may be, or may be claimed to be, liable. Such insurance shall include, without limitation, coverage and endorsements as will insure the Contractor's obligations under the provisions of Subsection 3.18 herein. Insurance shall be purchased from a company licensed to do business in the state where the Project is located, and shall be written for not less than the limits of liability specified below or required by law, whichever is greater. The types of claims, required coverages and minimum limits of liability are as follows:

§ 11.1.1.1 Claims under Worker's Compensation, disability benefit and other similar employee benefit acts; claims for damages because of bodily injury, occupational sickness or disease or death of employees. Insurance coverages shall include Statutory Workers' Compensation, including Employer's Liability with a minimum limit of \$100,000.00 for each employee.

§ 11.1.1.2 Claims for damages because of bodily injury, occupational sickness or disease, or death, by any person other than employees; claims for personal injuries which are sustained (1) by any person as a result of an act or omission directly or indirectly related to the employment of such person by the Contractor, or (2) any other person;

claims for damages other than to the Work itself, because of injury to or destruction of tangible property including loss of use resulting therefrom. Insurance coverages shall include:

- .1 Premise-Operations
- .2 Products-Completed Operations
- .3 Blanket Contractual – Such insurance and endorsements as will insure the obligations under the provisions of Subsection 3.18 of this Document.
- .4 Broad Form Property Damage
- .5 Personal Injury
- .6 Blanket Explosion, Collapse and Underground Property Damage
- .7 Operations of Independent Contractors
- .8 Policy Limits:

General Aggregate	\$2,000,000.00
Products/Completed Operations Aggregate	\$2,000,000.00
Personal Injury	\$2,000,000.00
Each Occurrence	\$2,000,000.00

§ 11.1.1.3 Claims for damages because of bodily injury or death of any person, or any property damage, arising out of the ownership or use of any motor vehicle. Insurance coverage shall include:

- .1 Business Auto Liability insurance including owned, hired and non-owned vehicles with limits of \$1,000,000.00
- .2 Combined Single Limit for each accident for bodily injury and death, or property damage of \$2,000,000.00.

§ 11.1.1.5 If the Contractor is required to furnish professional services as part of the Work, the Contractor shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than \$1,000,000 per claim and (\$1,000,000 in the aggregate).

§ 11.1.1.6 If the Work involves the transport, dissemination, use, or release of pollutants or hazardous materials, the Contractor shall procure Pollution Liability insurance, with policy limits of not less than \$1,000,000 per claim and \$1,000,000 in the aggregate.

§ 11.1.1.7 Insurance for the use or operation of manned or unmanned aircraft, if the Work requires such activities, with policy limits of not less than \$1,000,000 per claim and \$1,000,000 in the aggregate.

§ 11.1.1.9 The limits of liability specified in Section 11.1.1 shall be considered minimum requirements. The Contractor 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 subsections (B) and (C) above, 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.

§ 11.1.1.10 All aforesaid insurance policies shall be underwritten with responsible insurance carriers, with Best's Ratings of not less than A and X and otherwise satisfactory to Construction Manager and Owner and licensed to provide insurance in the state in which the Project is located. Non-admitted carriers may be considered on an individual basis. Approval of the insurance by the Construction Manager or Owner shall not relieve or decrease the liability of the Contractor. The Construction Manager, Architect and Owner do not in any way represent that the insurance or limits of insurance specified in this Section 11.1.1 are sufficient or adequate to protect the Contractor's interests or liabilities, but are minimums. The Contractor is responsible, at Contractor's expense and not a reimbursable expense, for providing any additional insurance Contractor deems necessary to protect Contractor's interest from other hazards or claims in excess of the aforementioned minimum insurance coverages.

§ 11.1.1.11 The Construction Manager and Architect are intended third-party beneficiaries of the Contractor's obligations in this Section 11.1.

§ 11.1.2 The insurance required by Section 11.1.1 shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an

occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment and, with respect to the Contractor's completed operations coverage, until the expiration of the statute of repose applicable to such completed operations claims or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

§ 11.1.3 Certificates of Insurance. The Contractor shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Article 11 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 11.1.2. The certificates will show the Owner, Architect and Construction Manager as additional insureds on the Contractor's Commercial General Liability and excess or umbrella liability policy or policies.

§ 11.1.4 Notice of Cancellation or Expiration of Contractor's Required Insurance. Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice directly to the Owner, and separately to the Construction Manager, 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.

§ 11.1.5 Additional Insured Obligations. To the fullest extent permitted by law, the Contractor shall cause the commercial general liability and umbrella excess liability coverage to include (1) the Owner, the Architect and the Architect's consultants, and the Construction Manager and the Construction Manager's consultants, as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner and the Construction Manager and the Construction Manager's consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory and without recourse to or contribution from any similar insurance carried by such additional insureds and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04, and, with respect to the Architect and the Architect's consultants, CG 20 32 07 04. The Additional Insured status must be reflected on the Contractor's Certificate of Insurance to Construction Manager and Owner. The Contractor shall provide Construction Manager with a copy of Contractor's Commercial General Liability Insurance policy or such Additional Insured endorsement to confirm Contractor's compliance with this section.

§ 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 this Section 11.2. The Owner shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located.

§ 11.2.2 Failure to Purchase Required Property Insurance. If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform both the Contractor and the Construction Manager, separately and in writing, prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When the failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto.

§ 11.2.3 Notice of Cancellation or Expiration of Owner's Required Property Insurance. Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any property insurance required by the Contract Documents, the Owner shall provide notice directly to the Contractor, and separately to the Construction Manager, of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

§ 11.3 Waivers of Subrogation

§ 11.3.1 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Construction Manager and Construction Manager's consultants; (3) the Architect and Architect's consultants; (4) other Contractors and any of their subcontractors, sub-subcontractors, agents, and employees; and (5) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by Section 11.2 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 Construction Manager, Construction Manager's consultants, Architect, Architect's consultants, other Contractors, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this Section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

§ 11.3.2 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 11.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

§ 11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance

The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire or other causes of loss. The Owner waives all rights of action against the Contractor, Architect, and Construction Manager 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 Construction Manager, Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Construction Manager, Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

§ 11.5.2 Prior to settlement of an insured loss, the Owner shall notify the Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor does not object, the Owner shall settle the loss and the Contractor shall be bound by the settlement and allocation. Upon receipt, the

Owner shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the Contractor timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Owner may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.

§ 11.6 Performance Bond and Payment Bond

§ 11.6.1 The Contractor shall furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder as stipulated in bidding requirements or specifically required in the Contract Documents on the date of execution of the Contract (the "Bond").

§ 11.6.2 The Contractor shall provide as part of its bid, a valid and enforceable Bond which will run throughout the life of the Contract and its warranty periods. The Bond shall be issued by a corporate surety company authorized to do business in the state in which the Project is located and the surety company shall be subject to the Owner's approval. Fully executed copies of the Bond shall be provided to the Owner, Construction Manager and Architect.

§ 11.6.3 The minimum requirement for the Owner's approval of the Surety shall be that the Surety is listed by the United States Treasury Department as acceptable for bonding federal projects and that the bond amount is within the limit set by the Treasury Department as the net limit on any single risk. There shall be no affiliation between the Contractor and the Surety Company, Agent or Agency.

§ 11.6.4 For public work or other projects subject to statutory bond requirements, the bond form shall be the two-part AIA Form A312 Performance Bond and Payment Bond, 1984 edition, and both parts shall comply with the statutory bond requirements of the state in which the Project is located.

§ 11.6.5 The Bond shall be in the amount of 100% of the full Contract Sum. When two part bonds are provided, the Bond shall be provided with 100% of the Contract Sum for the Performance Bond and 100% of the Contract Sum for the Payment Bond.

§ 11.6.6 The Bond shall guarantee the Contractor will perform each and every part of the Contract, cover all guarantees called for and insure prompt payment to all persons furnishing material or labor required in prosecution of the Work under the Contract. In the event of additions to the Contract, the Owner reserves the right to require evidence of additional bonding.

§ 11.6.7 The Bond shall provide: (1) for additions or deductions from the Work in any amount; (2) that completion time shall not be extended by reason of changes in the Work, unless agreed to at time of change; (3) that no notice of aforesaid alterations, additions, or omissions need to be given the Surety; and (4) permit occupancy by the Owner at any time.

§ 11.6.8 Final acceptance of the Work shall not relieve the Contractor nor Surety from their obligations under this Contract, including warranties of materials, equipment, installation or service.

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 Construction Manager's or Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by either, be uncovered for their examination and be replaced at the Contractor's expense without change in the Contract Time. The Contractor shall give timely notice to the Architect, through the Construction Manager, of the readiness of the work to be observed.

§ 12.1.2 If a portion of the Work has been covered which the Contract Documents require be observed before it is covered or the Construction Manager or Architect has not specifically requested to examine prior to its being covered, the Construction Manager or Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Work is not in

accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

The Contractor shall promptly correct Work rejected by the Construction Manager or Architect or failing to conform to the requirements of the Contract Documents, discovered before Substantial Completion, and whether or not fabricated, installed or completed, unless the Owner elects to accept the Work as provided under Section 12.3. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Construction Manager's and Architect's services and expenses made necessary thereby, shall be at the Contractor's expense. Work rejected before final completion shall be corrected prior to the processing of the final Contractor's Application and Certificate for Payment.

§ 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 within a reasonable time after discovery of the condition. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner, Construction Manager or Architect, the Owner may correct it in accordance with Section 2.5. The expiration of the above one year or any other specified time period, or any other period prescribed by law, shall not relieve the Contractor of the obligation for the expense to correct any latent defect in the Work or deficiencies which are not readily ascertained, including but not limited to defective materials and workmanship, defects attributable to material substitutions for specified materials, substandard performance or otherwise not in compliance with the Contract Documents. Such latent defects or deficiencies shall be corrected as provided in this Subsection 12.2. Following the correction or replacement of any of the Work, as above specified, the Contractor shall correct any defects or deficiencies in corrected or replaced materials and workmanship, which is found within one year after the date of correction or replacement.

§ 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, Separate Contractors, or other Contractors, whether completed or partially completed, caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.2.6 For the purpose of the commencement of the specified periods covered by this Article 12, or any other special specified period, the date of the inspection for Substantial Completion of the last unit, part or phase of the Work shall be the starting date of the period, for all of the Work, except for any work noted as incomplete or unsatisfactory at that time. The period covered by this article for said incomplete or unsatisfactory work shall start on the date of specifically noted dates of inspection for Substantial Completion, (or of acceptance, in writing, by the Owner of corrected Work), the date of the Architect's issuance of the final Certificate and Application for Payment on the entire Contract will be the start of the period.

§ 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.

§ 13.2 Successors and Assigns

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate the assignment.

§ 13.3 Rights and Remedies

§ 13.3.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

§ 13.3.2 No action or failure to act by the Owner, Construction Manager, 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 Construction Manager and Architect timely notice of when and where tests and inspections are to be made so that the Construction Manager and Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 13.4.2 If the Construction Manager, 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 Construction Manager and 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 Construction Manager and Architect of when and where tests and inspections are to be made so that the Construction Manager and 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 Construction Manager's and 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 Construction Manager for transmittal to the Architect.

§ 13.4.5 If the Construction Manager or Architect is to observe tests, inspections, or approvals required by the Contract Documents, the Construction Manager or 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

All payments to the Contractor shall be governed by the Prompt Payment of Local Government Bills, Minnesota Statutes, Section 471.125 ("Prompt Payment Act").

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, for any of the following reasons:

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency, that requires all Work to be stopped; or
- .3 Because the Construction Manager has not certified or 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, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents.

§ 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, Construction Manager and Architect, terminate the Contract and recover from the Owner payment for Work executed.

§ 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 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, Construction Manager and Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.1.5 **No Right to Stop Work During Payment Dispute.** The Contractor has no right to stop Work as a consequence of non-payment. In the event of any good faith based dispute between the Contractor and Owner involving the Contractor's entitlement to payment, the Contractor's remedy is to file a Claim in accordance with Article 15. The Contractor must diligently proceed with the Work pending resolution of the Claim.

§ 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, with the advice of the Architect and Construction Manager, the Owner may, without prejudice to any other rights or remedies of the Owner and after

giving the Contractor and the Contractor's surety, three (3) days' notice, terminate the employment of the Contractor (except the obligations of the Surety under the Bond) and/or require the Surety to promptly take over and complete the Work under the terms of the Contract and may:

- .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 and may
- .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; and/or
- .4 Accept assignment of subcontracts pursuant to Section 5.4.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor and/or the Contractor's Surety shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 If the Owner completes the Work and the unpaid balance of the Contract Sum exceeds the costs of finishing the Work, including the Owner's additional costs, attorney's fees and compensation for the Construction Manager's and Architect's additional services, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages for the Owner to complete the Work exceed such unpaid balance, the Contractor and/or its Surety shall pay the difference to the Owner. The amount to be paid to the Contractor or to the Owner, as the case may be, shall, be certified by the Owner or Contractor and approved by the Initial Decision Maker after consultation with the Construction Manager, 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 the Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. 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 this 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; for proven out-of-pocket loss with respect to materials, equipment, tools, and construction equipment and machinery incurred by reason of the termination, but excluding any fee or profit on any unperformed Work.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 **Definition.** A Claim is a demand or assertion by the Contractor seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The responsibility to substantiate Claims shall rest with the Contractor. Nothing in this paragraph 15.1.1 is intended to apply to or in any way limit the Owner's right to make Claims related to or arising out of the Contract. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

§ 15.1.2 Time Limits on Claims

The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable law. 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 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 written notice to the Owner and to the Initial Decision Maker with a copy sent to the Construction Manager and Architect, if the Architect is not serving as the Initial Decision Maker. Claims by the Contractor 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 Contractor first recognizes the condition giving rise to the Claim, whichever is later. As a condition to making a claim for additional costs, the Contractor shall maintain and produce accurate records to substantiate all additional costs actually incurred. If a Claim for actual costs is approved, the Owner shall pay the Contractor actual costs incurred, plus either (a) ten percent (10%) for overhead and profit for work performed by the Contractor, or (b) five percent (5%) overhead and profit for work performed by a Subcontractor, as applicable.

§ 15.1.3.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. In such event, no decision by the Initial Decision Maker is required.

§ 15.1.4 Continuing Contract Performance

§ 15.1.4.1 Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 15.1.4.2 The Contract Sum and Contract Time shall be adjusted in accordance with the Initial Decision Maker's decision, subject to the right of either party to proceed in accordance with this Article 15. The Architect will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.

§ 15.1.5 Claims for Additional Cost. If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.6 Claims for Additional Time

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay only one Claim is necessary.

§ 15.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated and had an adverse effect on the scheduled construction.

§ 15.2 Initial Decision

§ 15.2.1 Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of the request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished, or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties, the Construction Manager, and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

§ 15.2.6 Either party may file for mediation of an initial decision at any time.

§ 15.3 Mediation

§ 15.3.1 Any claim, dispute or other matter in question or arising out of or related to the Contract shall be subject to mediation. Mediation is not a condition precedent to commencing litigation, but if litigation is commenced before mediation is held, the Parties agree to mediate before any dispositive motions or trial.

§ 15.3.2 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 and ratified by the Owner's Council shall be enforceable as settlement agreements in any court having jurisdiction thereof.

ARTICLE 16 ADDITIONAL CONDITIONS

§ 16.1 ADDITIONAL DEFINITIONS

§ 16.1.1 Provide: As used in connection with labor, materials and equipment shall mean to furnish and install complete, including connections to utilities or service, complete anchorage and suspension, fastening or anchor devices, trim, finish and other related work, unless specified otherwise.

§ 16.1.2 Accepted, approved, satisfactory, equal to, proper, as directed and similar terms: These shall mean the decision rests with the Architect, whose decision shall be final and binding upon the Contractor and subcontractors.

§ 16.1.3 Project, Work, Job: In the technical sections or on the drawings, these terms may be used interchangeably and are synonymous. They shall mean the facility, construction and/or improvement within the intent and scope of the Contract Documents. The terms shall mean the entire facility, or separable parts as appropriate to the use of the term, including that under subcontract where applicable, and includes labor, materials, equipment, services and skill.

§ 16.1.4 Notice to Proceed: This shall be written notice by the Construction Manager to the Contractor to commence Work of the Contract, issued either before or after execution of the Contract. In issuing the Notice, stipulations may be included as to time and other requirements that may condition commencement of the Work.

§ 16.2 USE OF DRAWINGS AND SPECIFICATIONS

§ 16.2.1 During construction, the Contractor shall examine and use all Specifications and Drawings for the Project, including those that may primarily pertain to other work the Contractor normally does not perform with his own forces. The Contractor shall use all of the Project Drawings and Specifications: for a complete understanding of the Project and the Work; to determine the type of construction and systems; for coordination; to determine what other work may be involved in various parts or phases; to anticipate and notify others when work will be required; and all other relevant matters related to the Project. The Contractor shall also be bound by all the requirements to complete his Work, that are applicable to, pertain to, or affect the Work, as may be shown or inferred by the entire set of Drawings and Specifications.

§ 16.4 LAYOUT OF THE WORK

§ 16.4.1 Each Contractor shall employ a qualified engineer or registered surveyor to stake out and locate the construction, locate property markers and other points as needed to properly locate the Work under this Contract.

§ 16.4.2 The Contractor shall recognize that the drawings necessarily are diagrammatic, in many instances. All work and in particular, exposed piping, ducts, conduit and similar items shall be neatly and carefully laid out to provide the most useful space utilization and the most orderly appearance. Except as otherwise indicated or directed, piping and similar work shall be installed as close to ceilings and walls as conditions permit, located to prevent interference with other work or with the use of the spaces in the manner required by the functions of the room and the Owner. Valves shall be located in inconspicuous but accessible places. Before proceeding with any work, particularly where exposed, the Contractor shall carefully plan the layout and review it with the Architect and Construction Manager for acceptability of location.

§ 16.4.3 The Contractor shall verify grades, line levels and dimensions shown on drawings and report any errors or inconsistencies to Architect, through the Construction Manager for decision before commencing work. The Contractor and subcontractor shall be responsible for the correct location, dimensions and elevations of his Work. As the Work progresses, the Contractor shall be responsible for the layout of the exact location of all partitions and similar features, as guide to all trades.

§ 16.5 GENERAL QUALITY OF WORK, INSTALLATION AND OPERATION

§ 16.5.1 All of the Work shall be strictly first quality, in materials, erection, installation and workmanship.

§ 16.5.2 The Contractor shall request interpretations from the Architect, through the Construction Manager, for the following: Work indicated on the Drawings or specified in such a manner as to make it impossible to produce Work of the highest quality within the space shown; possibilities of damaging effects of expansion and contraction; discrepancies found between Drawings or between Drawings and Specifications. If the Contractor does not request such interpretation, no excuse will be entertained thereafter for failure to carry out and guarantee the Work in a satisfactory manner. Elements of the Work intended to protect against the weather shall be guaranteed weatherproof and watertight.

§ 16.5.3 Proper performance of the Contract shall imply correct and proper placement, proper or published results for products and equipment, fitting and operation of fixed or movable and operating parts of the Work, including doors, windows, hardware and all systems and equipment. Materials and equipment shall be completed in every respect, with parts, connections, anchors, devices, backing, fittings and other necessary items, and shall be completely installed, anchored, fitted and placed in operating condition. Before buying, constructing or installing work, the Contractor shall notify the Architect of conditions which exist in the Contract Documents which will adversely affect proper operation of first quality installation.

§ 16.5.4 Throughout the Project, accommodate various materials and pieces of equipment that are fitted to other materials and equipment and various materials that are applied to which other materials attach. Take all reasonable precautions to insure materials, devices, items, equipment or other products can be satisfactorily applied or installed to each other or work of others and make necessary adjustments during preparation of shop drawings or in advance of field or shop work to accommodate other work.

§ 16.5.5 Materials or equipment shall be installed or applied according to directions of the manufacturer or recommendations of an association dealing primarily with materials, unless specifically designated otherwise. In no case shall installation, including any temporary work necessary (e.g., shoring), be below standard recommended by manufacturer. Where specified requirements exceed the manufacturer's standards, the specification shall govern. Fabrication (including reinforcing and accessories) and installation shall be provided to insure proper placement and use of the item or material under the location, use, condition, and available space to serve intended function and to meet code requirements. Equipment and devices shall be provided and installed to "fail safe" under normal operating conditions and it shall be Contractor's obligation to provide and install work in such manner.

§ 16.6 GENERAL FIRE SAFETY

§ 16.6.1 The Contractor shall exercise extreme care to maintain the exercise adequate fire safety precautions throughout construction. This shall include providing sufficient devices, watchmen, standby helpers or other precautions during construction, in use of temporary heat, welding, brazing, sweating, testing or other phases of work. Welding, brazing, cutting and sweating operations performed in vicinity of, or accessible to, combustible materials shall be adequately protected to make certain that sparks or hot slag do not reach the combustible materials and start a fire. Glass and glazed material shall be masked from splatter. When necessary to do cutting, welding, brazing, sweating, in vicinity of wood, or combustible material (and the combustible material cannot be removed), the materials shall be adequately protected with fireproof coverings. In addition, a helper shall be stationed nearby with property fire extinguishers to guard against sparks and fire.

§ 16.6.2 Whenever combustible materials have been exposed to sparks, molten metal, hot slag, or splatter, a watchman shall be kept at the place of work for at least two hours after completion to make sure that smoldering fires have not been started. Whenever cutting or welding operations are carried on in a vertical pipe shaft, a watchman to act as a fire guard shall be employed to examine floors below the point of cutting or welding. This fire guard shall be kept on duty at least two hours after completion of the work to guard against fires and he shall examine each level after this time, prior to leaving.

§ 16.7 RECORD KEEPING—AVAILABILITY AND RETENTION

§ 16.7.1 Pursuant to Minnesota Statutes, Section 16C.05, subd. 5, Contractor agrees that the books, records, documents and accounting procedures and practices of Contractor, that are relevant to the Contract or transaction, are subject to examination by the Owner and the state auditor for a minimum of six (6) years. Contractor shall maintain such records for a minimum of six (6) years after final payment.

§ 16.8 DATA PRACTICES

§ 16.8.1 Pursuant to Minnesota Statutes, Section 13.05, subd. 11, all of the data created, collected, received, stored, used, maintained, or disseminated by Construction Manager in performing this contract is subject to the requirements of the Minnesota Government Data Practices Act ("MGDPA"), Minnesota Statutes Chapter 13, and Contractor must comply with those requirements as if it were a government entity. The remedies in Minnesota Statutes, Section 13.08 apply to Contractor. Contractor does not have a duty to provide access to public data to the public if the public data are available from the Owner.

§ 16.9 NON-DISCRIMINATION

§ 16.9.1 Pursuant to Minnesota Statutes, Section 181.59, the Contractor will take affirmative action to ensure that applicants are selected, and that employees are treated during employment, without regard to their race, color, creed, religion, national origin, sex, sexual orientation, marital status, status with regard to public assistance, membership or activity in a local civil rights commission, disability or age. Contractor agrees to be bound by the provisions of Minnesota Statutes, Section 181.59, that prohibits certain discriminatory practices and the terms of said section are incorporated into this contract.

City Council Regular Meeting: May 2, 2023

AGENDA ITEM: 2023-2027 Capital Improvement Plan	AGENDA SECTION: PUBLIC HEARINGS
PREPARED BY: Teah Malecha, Finance Director	AGENDA NO. 7.a.
ATTACHMENTS: Resolution, 2023-2027 Capital Improvement Plan	APPROVED BY: LJM
RECOMMENDED ACTION: Adopt a Resolution Approving a Capital Improvement Plan and Giving Preliminary Approval for the Issuance of Capital Improvement Bonds.	

BACKGROUND

The City has been planning to construct a new Public Works and Police campus for several years. The project requires the City to issue bonds. Our municipal advisor, Doug Green, from Baker Tilly attended the February 7th and May 2nd work sessions to provide information on the bond process and structuring.

At the March 21st meeting, the Council received bids and awarded contracts for Bid Package No. 1. The second bid package will be received May 4th. If construction moves forward as planned, the City will need bond proceeds by July to begin paying contractor invoices. The proceeds will also be used to reimburse the city for current engineering expenditures.

As part of the bonding process outlined in state statutes, the City Council must adopt a Capital Improvement Plan (CIP) and hold a public hearing. This is a supplementary document to the overall CIP that the City Council has seen and is prepared for the purposes of the bond issuance. Public notice was provided setting this evening as an opportunity to provide feedback on the CIP and proposed bond financing. Mr. Green will be on hand to present information regarding the issuance of bonds and our proposed CIP.

RECOMMENDATION

Staff recommends the City Council adopt a resolution approving the 2023-2027 CIP and giving preliminary approval to issue capital improvement bonds.

**CITY OF ROSEMOUNT
DAKOTA COUNTY, MINNESOTA**

RESOLUTION 2023-53

**A RESOLUTION APPROVING A CAPITAL IMPROVEMENT PLAN AND GIVING
PRELIMINARY APPROVAL TO THE ISSUANCE OF CAPITAL IMPROVEMENT BONDS**

NOW THEREFORE, BE IT RESOLVED by the City Council (the “Council”) of the City of Rosemount, Minnesota (the “City”) as follows:

Section 1. Background.

1.01. The City is authorized under Minnesota Statutes, 475.521 (the “Act”) to prepare a capital improvement plan and carry out programs for financing certain capital improvements. The City may issue general obligation bonds pursuant to the Act to finance the cost of capital improvements described in the plan.

1.02. Before the approval of the Plan and issuance of any general obligation bonds under the Act, the City is required to hold a public hearing on the plan and issuance of the bonds.

1.03. Pursuant to the Act, the City has caused to be prepared a 5-year capital improvement plan (the “Plan”), which describes certain capital improvements in the City for the years 2023 through 2027.

1.04. The City has determined that it is in its best interests to give preliminary approval to the issuance and sale of capital improvement bonds pursuant to the Act in the maximum principal amount of \$65,000,000 (the “Bonds”), to finance a portion of the costs described in the Plan.

1.05. On this date, the Council held a public hearing on the Plan and the issuance of the Bonds, after publication in the City’s official newspaper of a notice of public hearing at least 14 days but no more than 28 days before the date of the public hearing.

Section 2. Plan Approved.

2.01. The Council finds that the Plan will provide for certain capital improvements which serve the interests of the City as a whole.

2.02. The Plan is approved in substantially the form on file in City Hall.

Section 3. Bonds Authorized.

3.01. The City hereby gives preliminary approval to the issuance of Bonds in the maximum principal amount of \$65,000,000, in order to finance certain capital improvements described in the Plan, including without limitation a new police and public works facility and costs of issuance of the Bonds, subject to further details regarding the sale of the Bonds to be set forth in a resolution to be considered by the City Council at a subsequent meeting.

3.02. If a petition requesting a vote on the issuance of the Bonds, signed by voters equal to 5% of the votes cast in the last municipal general election, is filed with the City Clerk within 30 days after the date of the public hearing, the City may issue the Bonds only after obtaining approval of a

majority of voters voting on the question at an election.

3.03. Pursuant to Minnesota Statutes, Section 462.356, subd. 2, the Council, by at least a two-thirds vote of all of its members, finds that the Plan and the improvements to be financed with the Bonds do not impact and do not have a relationship to the City's comprehensive plan; the Plan and improvements are consistent with the City's comprehensive plan; therefore, the Council dispenses with the requirements of Minnesota Statutes, Section 462.356, subd. 2 relating to planning commission review of the Plan and the improvements.

3.04 City staff are authorized and directed to take all other actions necessary to carry out the intent of this resolution.

ADOPTED this 2nd day of May 2023, by the City Council of the City of Rosemount.

Jeffery D. Weisensel, Mayor

ATTEST:

Erin Fasbender, City Clerk

City of Rosemount, Minnesota

Five-Year Capital Improvement Plan

General Obligation

Capital Improvement Plan Bonds, Series 2023A



May 2, 2023

GENERAL OBLIGATION CAPITAL IMPROVEMENT PLAN BONDS, Series 2023A

I. Statutory Authority and Requirements

Minnesota Statutes Chapter 475.521 (the “Act”) authorizes cities to issue General Obligation Bonds to finance projects approved in a capital improvement plan (the "Plan" or “CIP”). The Plan must cover at least a five-year period, beginning with the date of its adoption, and set forth the estimated schedule, timing, and details of specific capital improvements by year, together with the estimated cost, the need for the improvement, and sources of revenue to pay for the improvements. The Plan must be approved by at least two-thirds of the City Council members following a public hearing, in the case of a governing body having more or less than five members.

Capital improvements may include land acquisition or betterment of public lands, buildings or other improvements for the purpose of a city hall, library, public safety facility, and public works facility. An improvement must have an expected useful life of five years or more to qualify. Capital improvements do not include light rail transit or any activity related to it, or parks, roads, bridges or land for those facilities.

A City may issue general obligation bonds for projects included in an approved Plan if the following conditions are satisfied:

- The City must publish notice of and conduct a public hearing on the issuance of the bonds. The notice must be published at least 14 but not more than 28 days prior to the date of the hearing. If a petition requesting a vote signed by voters equal to five (5) percent of the votes cast in the last general election is filed with the City Clerk within 30 days of the hearing, the City must obtain the approval of a majority of the voters voting on the question of issuing the bonds.
- The maximum annual debt service payment on all bonds issued under the Act does not exceed 0.16 percent of the estimated market value of property in the City.
- The issuance of bonds must be approved by at least two-thirds of the members of the City Council.

M.S. 475.53 - Statutory Debt Limit

Minnesota Statutes Chapter 475.53, Subd. 1, states that no municipality, except a school district or a city of the first class, shall incur or be subject to a net debt in excess of three percent of the estimated market value of taxable property in the municipality. Table 1 below shows the City’s statutory debt limit, including the proposed bond issuance:

Table 1: Statutory Debt Limit

Pay 2023 Estimated Market Value	\$ 4,223,250,000
Legal Debt Limit (3% of EMV)	\$ 126,697,500
Less Outstanding Debt Subject to Limit	\$ (335,000)
Less Series 2023A Bonds	\$ (65,000,000)
Estimated Legal Debt Limit	\$ 61,362,500

M.S. 475.521 – CIP Bonds Debt Limit

A municipality may not issue bonds if the maximum amount of principal and interest to become due in any year on all the outstanding bonds issued under the Act, including the bonds to be issued, will equal or exceed 0.16 percent of the estimated market value of property in the municipality. Calculation of the limit must be made using the estimated market value for the taxes payable in the year the obligations are issued. The City is proposing to issue up to \$65,000,000 of G.O. Capital Improvement Plan Bonds in 2023. The bonds will be paid over approximately 25 years at current market interest rates. The maximum annual principal and interest payment is estimated to be well below the maximum limitation as shown in Table 2.

Table 2: CIP Authority Maximum Annual Debt Service

Pay 2023 Estimated Market Value (EMV)	\$ 4,223,250,000
<i>times 0.16%</i>	
Maximum Annual Debt Service	\$ 6,757,200
Estimated Annual Debt Service on Series 2023A Bonds	\$ 2,000,000

II. M.S. 475.521 Expenditures

The expenditures included in the 5-year plan are limited to those that the City is expected to finance in full or in part with the issuance of General Obligation Capital Improvement Bonds. In subsequent years the Plan will be updated if needs arise and eligible projects are identified.

Expenditures from the Date of Adoption of this Capital Improvement Plan through 2023

The City proposes to issue up to a maximum \$65,000,000 General Obligation Capital Improvement Bonds in 2023 for the purpose of financing the acquisition, construction, and equipping of a new police and public works facility.

2024 Expenditures

No additional projects financed with CIP bonds planned.

2025 Expenditures

No additional projects financed with CIP bonds planned.

2026 Expenditures

No additional projects financed with CIP bonds planned.

2027 Expenditures

No additional projects financed with CIP bonds planned.

III. Statutory Factors Considered

The City has considered the factors required by Minnesota Statutes Chapter 475.521 as outlined below:

(1) Conditions of Existing City Facility and Need for Repair or Replacement

The City's Police Department currently operates in approximately 10,000 square-feet on the bottom floor of City Hall. The City's Public Works department currently operates out of three separate building with a combined space of approximately 33,000 square feet.

Due to the growth of the City, the age of the existing facilities, and the insufficient space, there is a significant need to both expand and modernize the facilities.

Over the past several years, the City has studied numerous alternatives to providing each department with modern facilities required to serve the City. After reviewing multiple alternatives, it was decided a joint Public Works and Police Campus was the most cost-effective option.

(2) Likely Demand for the Improvement

Highlights of the new facility are summarized below:

- Modern, state-of-the-art, 160,000 square foot facility is designed to serve the City's organizational and public service needs for decades to come as the community continues to change, grow in population, and expand its infrastructure.
- New offices, meeting rooms and training spaces to fully house both departments under one roof.
- Emergency operations center will be on site to meet emergency preparedness objectives for the City.
- Ability to host regional trainings and community meetings.
- Expanded space for our fleet maintenance and equipment/ material storage fulfills a critical operational efficiency need.
- Provide a focus on employee wellness, staff development, and recruitment / retention of our staff.

(3) Estimated Cost

The estimated cost of the facility is estimated to be approximately \$59 million. To ensure adequate resources are available to fund construction once construction bids are received, the City is seeking a not-to exceed par amount of \$65 million. The final bid package will be received on May 4, 2023.

(4) Available Public Resources

The City will issue general obligation bonds under the Act in a principal amount not to exceed \$65 million to be repaid with an annual property tax levy.

(5) Overlapping Debt

Overlapping debt is general obligation debt issued by other governmental entities which provide services within the City's borders. Pay 2023 net tax capacity and outstanding debt as of June 2023 will be updated in the Preliminary Official Statement, although the amounts are not expected to change materially.

Taxing Unit ^(a)	2021/22 Adjusted Taxable Net Tax Capacity	Est. G.O. Debt As of 12-31-22 ^(b)	Debt Applicable to Tax Capacity in City	
			Percent	Amount
I.S.D. No. 196 (Rosemount-Apple Valley-Eagan)	\$ 244,296,569	\$114,805,000	13.4%	\$15,383,870
I.S.D. No. 199 (Inver Grove Heights)	42,373,035	45,240,000	4.8	2,171,520
I.S.D. No. 200 (Hastings)	48,187,999	67,857,524	0.1	67,858
Metropolitan Council	5,092,889,053	6,285,000 ^(c)	0.7	43,995
				<u>\$17,667,243</u>

(a) Only those units with outstanding general obligation debt are shown here.

(b) Excludes general obligation tax and aid anticipation certificates and revenue-supported debt.

(c) Excludes G.O. debt supported by wastewater and housing rental payments. Includes COP's

(6) Project Priority and Relative Benefits vs Cost

The City has been planning for the replacement of the current police and public works facilities for approximately seven years. It has been a top priority of the City in order to maintain effective and efficient public safety and public work services.

(7) Operating Cost

Operating costs of the new facility is expected to be comparable to the existing facilities.

(8) Other Alternatives Considered

The City conducted studies on potential shared facilities with neighboring governmental units but determined it was more cost effective to locate the facilities together and only including city services.

May 2023

Su	M	Tu	W	Th	F	Sa
30	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31	1	2	3

Main Calendar

City Council Work Session

May 2, 2023, 5:00 PM - 7:00 PM @ City Hall, Conference Room

[More Details](#)

City Council Regular Meeting

May 2, 2023, 7:00 PM - 8:00 PM @ City Hall, Council Chambers

[More Details](#)

Environment and Sustainability Commission Work Session

May 3, 2023, 5:30 PM - 7:00 PM @ City Hall, Conference Room

[More Details](#)

Environment and Sustainability Commission Meeting

May 9, 2023, 5:30 PM - 6:30 PM @ City Hall, Council Chambers

[More Details](#)

Port Authority Regular Meeting

May 16, 2023, 6:00 PM - 7:00 PM @ City Hall, Council Chambers

[More Details](#)

City Council Regular Meeting

May 16, 2023, 7:00 PM - 8:00 PM @ City Hall, Council Chambers

[More Details](#)

Parks & Recreation Regular Meeting

May 22, 2023, 7:00 PM - 8:00 PM

[More Details](#)

Planning Commission Meeting

May 23, 2023, 6:30 PM - 8:00 PM

[More Details](#)

Youth Commission Regular Meeting

May 24, 2023, 3:00 PM - 4:45 PM @ 3 p.m. at Lions Park (15155 December Trail in Rosemount)
3:45 p.m. at the Steeple Center (14375 South Robert Trail) in Room 200

[More Details](#)

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June

2023

Su	M	Tu	W	Th	F	Sa
28	29	30	31	1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	1

Main Calendar

City Council Work Session

June 6, 2023, 5:00 PM - 7:00 PM @ City Hall, Conference Room

[More Details](#)

City Council Regular Meeting

June 6, 2023, 7:00 PM - 8:00 PM @ City Hall, Council Chambers

[More Details](#)

Environment and Sustainability Commission Meeting

June 13, 2023, 5:30 PM - 6:30 PM @ City Hall, Council Chambers

[More Details](#)

Port Authority Regular Meeting

June 20, 2023, 6:00 PM - 7:00 PM @ City Hall, Council Chambers

[More Details](#)

City Council Regular Meeting

June 20, 2023, 7:00 PM - 8:00 PM @ City Hall, Council Chambers

[More Details](#)

Utility Commission Regular Meeting

June 26, 2023, 5:30 PM - 7:00 PM @ City Hall, Conference Room

[More Details](#)

Parks & Recreation Regular Meeting

June 26, 2023, 7:00 PM - 8:00 PM

[More Details](#)

Planning Commission Meeting

June 27, 2023, 6:30 PM - 8:00 PM

[More Details](#)

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