



**AGENDA
BIG LAKE CITY COUNCIL MEETING
COUNCIL CHAMBERS**

FEBRUARY 18, 2026

6:30 p.m.

1) CALL TO ORDER

2) PLEDGE OF ALLEGIANCE

3) ROLL CALL

4) OPEN FORUM

5) PROPOSED AGENDA

6) CONSENT AGENDA

Items on the Consent Agenda page are reviewed in total by the City Council and may be approved through one motion. Any item may be removed by any Council Member, staff member or person from the public for separate consideration. When removing any item from the Consent Agenda, the item number and description of the item should be clearly stated.

7) BUSINESS

7A. Appointment of Sam Olson to the Chief of Police/Emergency Manager Position, and Conduct Oath of Office

7B. County Attorney Annual Update

7C. **PUBLIC HEARING** – Resolution Directing Preparation of Final Plans and Specifications for the 2026 Street and Utility Improvement Project No. 2026-1

7D. Resolution Approving a Construction Manager At Risk (CMAR) Agreement with Bradbury Stamm Construction Winkelman, LLC for the Public Safety Facility Project

7E. 2025 City of Big Lake Year in Review Report

7F. Resolution Authorizing a Contract with a City Official

8) ADMINISTRATOR’S REPORT

9) MAYOR & COUNCIL REPORTS AND COMMENTS/QUESTIONS

10) OTHER

11) ADJOURN

**BIG LAKE CITY COUNCIL
CONSENT AGENDA
FEBRUARY 18, 2026**

- 6A. Approve List of Claims
- 6B. Approve Joint City/County/Township/School Meeting Minutes of January 15, 2026
- 6C. Approve Council Workshop Minutes of January 21, 2026
- 6D. Approve Regular Council Meeting Minutes of January 21, 2026
- 6E. Approve Midwest Sound and Stage, Inc. Stage Rental Agreement for the 2026 Music in the Park Series
- 6F. Approve a Proclamation Proclaiming February 22 – 28, 2026 as Professional Engineer’s Week
- 6G. Approve Appointment of Police Reserve Officers Mason Moss and Ryan Murray
- 6H. Approve Appointment of Tom Kucala to the Police Captain Position
- 6I. Approve a Resolution Approving a Massage Therapist License to Brianna Berganza Under the Muscle Revive, LLC Massage Enterprise License at 29 Lake Street South
- 6J. Approve a Professional Services Agreement with SEH, Inc. for an Update to the City of Big Lake AWIA Risk and Resiliency Analysis and Emergency Response Plan
- 6K. Approve Law Enforcement Labor Services Memorandum of Understanding Amending the Vacation Accrual Schedule
- 6L. Approve Law Enforcement Labor Services Memorandum of Understanding Increasing the Annual Uniform Allowance
- 6M. Approve Request from Farm Friends Barn for a Letter of Support for their pursuit of Grant Funding from the MN Department of Agriculture
- 6N. Accept Resignation from Police Officer Sam Norlin



AGENDA ITEM

Big Lake City Council

Prepared By: Deb Wegeleben, Finance Director	Meeting Date: 2/18/2026	<input type="checkbox"/> Regular Agenda Item <input checked="" type="checkbox"/> Consent Agenda Item	Item No. 6A
Item Description: List of Claims	Reviewed By: Hanna Klimmek, City Administrator		
Reviewed By: N/A			

ACTION REQUESTED

By approving this item on the Consent Agenda, Council would approve the List of Claims paid from January 15, 2026 through February 11, 2026, and approve Payrolls 2 and 3 for 2026.

BACKGROUND/DISCUSSION

Claims and Payroll Report – Through February 11, 2026.

Attached is the List of Claims paid through February 11, 2026, along with Payroll No. 2 paid on January 28, 2026, and Payroll No. 3 paid on February 11, 2026.

Please contact me if you have any questions or need further information.

Any elected official who contracts or submits an invoice to the City for payment of services is required to abstain from the vote of said payment, and execute an "Affidavit of City Official Interested in Claim" form prior to receiving payment pursuant to MN Statute 471.87:

471.87 PUBLIC OFFICERS, INTEREST IN CONTRACT; PENALTY.

Except as authorized in section [123B.195](#) or [471.88](#), a public officer who is authorized to take part in any manner in making any sale, lease, or contract in official capacity shall not voluntarily have a personal financial interest in that sale, lease, or contract or personally benefit financially therefrom. Every public officer who violates this provision is guilty of a gross misdemeanor.

471.88 EXCEPTIONS.

Subdivision 1. Coverage.

The governing body of any port authority, seaway port authority, economic development authority, watershed district, soil and water conservation district, town, school district, hospital district, county, or city, by unanimous vote, may contract for goods or services with an interested officer of the governmental unit in any of the following cases.

Subd. 5. Contract with no bids required.

A contract for which competitive bids are not required by law.

ATTACHMENTS

List of Claims

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
ACE SOLID WASTE INC								
15	ACE SOLID WASTE INC	12858061T067	FEB 2026 SERVICES	02/01/2026	388.73	388.73	02/06/2026	
Total ACE SOLID WASTE INC:					388.73	388.73		
AFLAC								
10394	AFLAC	802471	JAN 2026 AFLAC	01/26/2026	136.63	136.63	02/06/2026	
Total AFLAC:					136.63	136.63		
ALLSTATE PARTS OF ST CLOUD								
11061	ALLSTATE PARTS OF ST CLOU	2704380691	FILTER STOCK	02/02/2026	125.71	125.71	02/06/2026	
11061	ALLSTATE PARTS OF ST CLOU	2704380748	SHOP SUPPLIES	02/03/2026	79.95	79.95	02/06/2026	
Total ALLSTATE PARTS OF ST CLOUD:					205.66	205.66		
AMERICAN SOLUTIONS FOR BUSINESS								
2950	AMERICAN SOLUTIONS FOR B	INV08619783	2026 PARKING PASSES	01/14/2026	1,412.40	1,412.40	01/23/2026	
2950	AMERICAN SOLUTIONS FOR B	INV08657060	WATER/WASTEWATER ENVELO	01/23/2026	879.76	879.76	01/29/2026	
2950	AMERICAN SOLUTIONS FOR B	INV08657060	WATER/WASTEWATER ENVELO	01/23/2026	879.76	879.76	01/29/2026	
Total AMERICAN SOLUTIONS FOR BUSINESS:					3,171.92	3,171.92		
AMERITAS LIFE INSURANCE CO (E-CHECK)								
10989	AMERITAS LIFE INSURANCE C	FEB 2026 VISI	FEBRUARY 2026 VISION	02/02/2026	176.64	176.64	02/11/2026	
Total AMERITAS LIFE INSURANCE CO (E-CHECK):					176.64	176.64		
ARTISAN BEER COMPANY								
10864	ARTISAN BEER COMPANY	3827079	THC	01/28/2026	357.00	357.00	01/29/2026	
Total ARTISAN BEER COMPANY:					357.00	357.00		
AUTO VALUE								
87362	AUTO VALUE	21147763	SHOP SUPPLIES	01/12/2026	39.48	39.48	02/06/2026	
87362	AUTO VALUE	21247994	SHOP SUPPLIES	01/15/2026	149.00	149.00	01/23/2026	
87362	AUTO VALUE	21248119	STREET PICKUP #727	01/20/2026	185.99	185.99	01/23/2026	
87362	AUTO VALUE	21248130	STREET PICKUP #727	01/20/2026	175.99	175.99	01/23/2026	
87362	AUTO VALUE	21248131	STREET PICKUP #727	01/20/2026	18.99	18.99	01/23/2026	
87362	AUTO VALUE	21248220	PAVER GENERATOR	01/22/2026	107.99	107.99	02/06/2026	
87362	AUTO VALUE	21248777	STREET TRUCK #736	02/06/2026	510.00	510.00	02/11/2026	
Total AUTO VALUE:					1,187.44	1,187.44		
B&D PLUMBING AND HEATING								
1021	B&D PLUMBING AND HEATING	6209259	PW FILTER	01/26/2026	309.00	309.00	02/06/2026	
Total B&D PLUMBING AND HEATING:					309.00	309.00		
BCA/TRAINING & DEVELOPMENT								
2285	BCA/TRAINING & DEVELOPME	44709	ANDREW HANSON - DMT CERT	01/23/2026	75.00	75.00	02/06/2026	
Total BCA/TRAINING & DEVELOPMENT:					75.00	75.00		
BEAUDRY OIL & PROPANE								
10544	BEAUDRY OIL & PROPANE	3180683	OIL	01/13/2026	860.60	860.60	01/23/2026	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
Total BEAUDRY OIL & PROPANE:					860.60	860.60		
BELL BOY CORPORATION-1								
1032	BELL BOY CORPORATION-1	0110762700	MIX	01/20/2026	96.17	96.17	01/23/2026	
1032	BELL BOY CORPORATION-1	0110762700	SUPPLIES	01/20/2026	35.00	35.00	01/23/2026	
1032	BELL BOY CORPORATION-1	0110762700	FRT	01/20/2026	3.61	3.61	01/23/2026	
1032	BELL BOY CORPORATION-1	0110783200	MIX	01/27/2026	121.32	121.32	01/29/2026	
1032	BELL BOY CORPORATION-1	0110783200	SUPPLIES	01/27/2026	118.00	118.00	01/29/2026	
1032	BELL BOY CORPORATION-1	0110783200	FRT	01/27/2026	4.11	4.11	01/29/2026	
1032	BELL BOY CORPORATION-1	0110807700	MIX	02/03/2026	40.00	40.00	02/06/2026	
1032	BELL BOY CORPORATION-1	0110807700	FRT	02/03/2026	3.19	3.19	02/06/2026	
1032	BELL BOY CORPORATION-1	0210263800	LIQUOR	01/20/2026	327.95	327.95	01/23/2026	
1032	BELL BOY CORPORATION-1	0210263800	FRT	01/20/2026	4.95	4.95	01/23/2026	
1032	BELL BOY CORPORATION-1	0210321900	WINE	01/26/2026	14.00	14.00	01/29/2026	
1032	BELL BOY CORPORATION-1	0210324200	LIQUOR	01/27/2026	406.00	406.00	01/29/2026	
1032	BELL BOY CORPORATION-1	0210324200	FRT	01/27/2026	4.13	4.13	01/29/2026	
1032	BELL BOY CORPORATION-1	0210393100	LIQUOR	02/03/2026	225.00	225.00	02/06/2026	
1032	BELL BOY CORPORATION-1	0210393100	NA WINE	02/03/2026	96.00	96.00	02/06/2026	
1032	BELL BOY CORPORATION-1	0210393100	FRT	02/03/2026	3.30	3.30	02/06/2026	
1032	BELL BOY CORPORATION-1	0300638900	THC	01/20/2026	162.00	162.00	01/23/2026	
1032	BELL BOY CORPORATION-1	0300638900	FRT	01/20/2026	3.30	3.30	01/23/2026	
1032	BELL BOY CORPORATION-1	0300657600	THC	01/27/2026	262.50	262.50	01/29/2026	
1032	BELL BOY CORPORATION-1	0300657600	FRT	01/27/2026	6.60	6.60	01/29/2026	
1032	BELL BOY CORPORATION-1	0300679000	THC	02/03/2026	441.00	441.00	02/06/2026	
1032	BELL BOY CORPORATION-1	0300679000	FRT	02/03/2026	11.55	11.55	02/06/2026	
Total BELL BOY CORPORATION-1:					2,361.68	2,361.68		
BERNICKS PEPSI								
350	BERNICKS PEPSI	10447562	MIX	01/16/2026	124.17	124.17	01/23/2026	
350	BERNICKS PEPSI	10447563	THC	01/16/2026	487.50	487.50	01/23/2026	
350	BERNICKS PEPSI	10447564	BEER	01/16/2026	2,057.45	2,057.45	01/23/2026	
350	BERNICKS PEPSI	10447564	NA BEER	01/16/2026	51.20	51.20	01/23/2026	
350	BERNICKS PEPSI	10447564	KEG DEPOSIT	01/16/2026	30.00	30.00	01/23/2026	
350	BERNICKS PEPSI	10449953	THC	01/26/2026	787.68	787.68	01/29/2026	
350	BERNICKS PEPSI	10449954	BEER	01/26/2026	2,182.35	2,182.35	01/29/2026	
350	BERNICKS PEPSI	10449955	BEER	01/26/2026	45.92	45.92	01/29/2026	
350	BERNICKS PEPSI	10452279	MIX	01/30/2026	57.09	57.09	02/06/2026	
350	BERNICKS PEPSI	10452280	THC	01/30/2026	213.00	213.00	02/06/2026	
350	BERNICKS PEPSI	10452281	NA BEER	01/30/2026	58.60	58.60	02/06/2026	
350	BERNICKS PEPSI	10452281	BEER	01/30/2026	1,319.05	1,319.05	02/06/2026	
350	BERNICKS PEPSI	10452282	BEER	01/30/2026	8.46	8.46	02/06/2026	
350	BERNICKS PEPSI	10455144	THC	02/06/2026	495.34	495.34	02/11/2026	
350	BERNICKS PEPSI	10455145	BEER	02/06/2026	2,186.25	2,186.25	02/11/2026	
350	BERNICKS PEPSI	10455145	NA BEER	02/06/2026	59.90	59.90	02/11/2026	
350	BERNICKS PEPSI	10455146	NA BEER	02/06/2026	25.20	25.20	02/11/2026	
350	BERNICKS PEPSI	10455148	MIX	02/06/2026	3.32	3.32	02/11/2026	
350	BERNICKS PEPSI	10455149	MIX	02/06/2026	111.02	111.02	02/11/2026	
350	BERNICKS PEPSI	6846084	BEER	02/06/2026	44.17	44.17	02/11/2026	
350	BERNICKS PEPSI	6846084	THC	02/06/2026	35.99	35.99	02/11/2026	
Total BERNICKS PEPSI:					10,107.94	10,107.94		
BIG LAKE CENTER OWNERS ASSOC								
10509	BIG LAKE CENTER OWNERS A	JAN 2026 EXP	MISC	01/31/2026	11.56	11.56	02/11/2026	
10509	BIG LAKE CENTER OWNERS A	JAN 2026 EXP	RESERVE	01/31/2026	639.96	639.96	02/11/2026	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
10509	BIG LAKE CENTER OWNERS A	JAN 2026 EXP	INSURANCE	01/31/2026	737.11	737.11	02/11/2026	
10509	BIG LAKE CENTER OWNERS A	JAN 2026 EXP	P O BOX	01/31/2026	1.67	1.67	02/11/2026	
10509	BIG LAKE CENTER OWNERS A	JAN 2026 EXP	SPRINKLER	01/31/2026	78.74	78.74	02/11/2026	
10509	BIG LAKE CENTER OWNERS A	JAN 2026 EXP	LAWN	01/31/2026	39.37	39.37	02/11/2026	
10509	BIG LAKE CENTER OWNERS A	JAN 2026 EXP	SNOW	01/31/2026	693.75	693.75	02/11/2026	
10509	BIG LAKE CENTER OWNERS A	JAN 2026 EXP	WATER	01/31/2026	13.12	13.12	02/11/2026	
10509	BIG LAKE CENTER OWNERS A	JAN 2026 EXP	LIGHTS	01/31/2026	41.63	41.63	02/11/2026	
Total BIG LAKE CENTER OWNERS ASSOC:					2,256.91	2,256.91		
BIG LAKE CHAMBER OF COMMERCE								
4252	BIG LAKE CHAMBER OF COMM	4386	CHAMBER LUNCH MEETING - C	01/06/2026	25.00	25.00	02/06/2026	
4252	BIG LAKE CHAMBER OF COMM	4417	CHAMBER LUNCH MEETING - M	01/14/2026	25.00	25.00	02/06/2026	
4252	BIG LAKE CHAMBER OF COMM	POLICE COM	CHAMBER MEMBER - ONE BOO	02/10/2026	150.00	150.00	02/11/2026	
4252	BIG LAKE CHAMBER OF COMM	POLICE COM	ELECTRICITY	02/10/2026	25.00	25.00	02/11/2026	
Total BIG LAKE CHAMBER OF COMMERCE:					225.00	225.00		
BIG LAKE COMMUNITY EDUCATION								
50	BIG LAKE COMMUNITY EDUCA	ADV MUSIC IN	2026 FARMERS MARKET SUMM	01/22/2026	75.00	75.00	01/23/2026	
50	BIG LAKE COMMUNITY EDUCA	ADVERTISING	2026 FARMERS MARKET SUMM	01/22/2026	75.00	75.00	01/23/2026	
Total BIG LAKE COMMUNITY EDUCATION:					150.00	150.00		
BIG LAKE POST OFFICE								
10366	BIG LAKE POST OFFICE	2477159 2026	2026 1ST CLASS PERMIT FEE	01/23/2026	185.00	185.00	01/27/2026	
10366	BIG LAKE POST OFFICE	2477159 2026	2026 1ST CLASS PERMIT FEE	01/23/2026	185.00	185.00	01/27/2026	
Total BIG LAKE POST OFFICE:					370.00	370.00		
BIG LAKE TOWNSHIP								
7675	BIG LAKE TOWNSHIP	PROP TAX SE	PROPERTY TAX COLLECTION 3	01/26/2026	5,011.39	5,011.39	01/29/2026	
7675	BIG LAKE TOWNSHIP	PROP TAX SE	PROPERTY TAX COLLECTION 3	01/26/2026	1,607.58	1,607.58	01/29/2026	
Total BIG LAKE TOWNSHIP:					6,618.97	6,618.97		
BOLTON & MENK INC								
10400	BOLTON & MENK INC	385232	TRAIL MAP UPDATE	12/31/2025	71.00	71.00	02/06/2026	
10400	BOLTON & MENK INC	385232	SIDEWALK - TRAIL MAP	12/31/2025	71.00	71.00	02/06/2026	
10400	BOLTON & MENK INC	385232	GIS UPDATES	12/31/2025	1,194.50	1,194.50	02/06/2026	
10400	BOLTON & MENK INC	385232	AYERS - 1097 KLUCKITAT	12/31/2025	1,100.50	1,100.50	02/06/2026	
10400	BOLTON & MENK INC	385232	M&M PRECISION	12/31/2025	532.50	532.50	02/06/2026	
10400	BOLTON & MENK INC	385232	WHITE BEAR CLOTHING	12/31/2025	1,349.00	1,349.00	02/06/2026	
10400	BOLTON & MENK INC	385233	DEC 2025 STREET PROJECT E	12/31/2025	200.00	200.00	02/06/2026	
10400	BOLTON & MENK INC	385234	2025 LRIP GRANT - MN AVE	12/31/2025	2,178.00	2,178.00	02/06/2026	
Total BOLTON & MENK INC:					6,696.50	6,696.50		
BREAKTHRU BEVERAGE								
10671	BREAKTHRU BEVERAGE	125238762	LIQUOR	01/16/2026	2,827.10	2,827.10	01/23/2026	
10671	BREAKTHRU BEVERAGE	125238762	MIX	01/16/2026	172.10	172.10	01/23/2026	
10671	BREAKTHRU BEVERAGE	125238762	WINE	01/16/2026	328.00	328.00	01/23/2026	
10671	BREAKTHRU BEVERAGE	125238762	FRT	01/16/2026	65.25	65.25	01/23/2026	
10671	BREAKTHRU BEVERAGE	125335789	WINE	01/23/2026	224.00	224.00	01/29/2026	
10671	BREAKTHRU BEVERAGE	125335789	LIQUOR	01/23/2026	2,892.12	2,892.12	01/29/2026	
10671	BREAKTHRU BEVERAGE	125335789	FRT	01/23/2026	56.66	56.66	01/29/2026	
10671	BREAKTHRU BEVERAGE	125337312	LIQUOR	01/23/2026	150.00	150.00	01/29/2026	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
10671	BREAKTHRU BEVERAGE	125433464	LIQUOR	01/30/2026	3,804.90	3,804.90	02/06/2026	
10671	BREAKTHRU BEVERAGE	125433464	MIX	01/30/2026	100.28	100.28	02/06/2026	
10671	BREAKTHRU BEVERAGE	125433464	FRT	01/30/2026	72.50	72.50	02/06/2026	
10671	BREAKTHRU BEVERAGE	125433892	BEER	01/30/2026	285.00	285.00	02/06/2026	
10671	BREAKTHRU BEVERAGE	125536742	BEER	02/06/2026	146.25	146.25	02/11/2026	
10671	BREAKTHRU BEVERAGE	125537175	LIQUOR	02/06/2026	2,113.38	2,113.38	02/11/2026	
10671	BREAKTHRU BEVERAGE	125537175	WINE	02/06/2026	608.00	608.00	02/11/2026	
10671	BREAKTHRU BEVERAGE	125537175	MIX	02/06/2026	66.05	66.05	02/11/2026	
10671	BREAKTHRU BEVERAGE	125537175	FRT	02/06/2026	62.35	62.35	02/11/2026	
10671	BREAKTHRU BEVERAGE	414443805	MIX	02/03/2026	19.45-	19.45-	02/11/2026	
10671	BREAKTHRU BEVERAGE	414443805	FRT	02/03/2026	1.45-	1.45-	02/11/2026	
Total BREAKTHRU BEVERAGE:					13,953.04	13,953.04		
BRENTESON COMPANIES INC								
11012	BRENTESON COMPANIES INC	50952	WATER MAIN BREAK - TARRYT	01/26/2026	14,250.00	14,250.00	02/11/2026	
Total BRENTESON COMPANIES INC:					14,250.00	14,250.00		
BROTHERS FIRE & SECURITY								
10522	BROTHERS FIRE & SECURITY	C009576	2026 ANNUAL FIRE ALARM MO	02/01/2026	550.00	550.00	01/23/2026	
Total BROTHERS FIRE & SECURITY:					550.00	550.00		
C&L DISTRIBUTING COMPANY								
550	C&L DISTRIBUTING COMPANY	2236155	WINE	01/14/2026	33.60	33.60	01/23/2026	
550	C&L DISTRIBUTING COMPANY	2236155	LIQUOR	01/14/2026	2,157.04	2,157.04	01/23/2026	
550	C&L DISTRIBUTING COMPANY	2236167	THC	01/14/2026	680.40	680.40	01/23/2026	
550	C&L DISTRIBUTING COMPANY	2236167	NA BEER	01/14/2026	58.80	58.80	01/23/2026	
550	C&L DISTRIBUTING COMPANY	2236167	BEER	01/14/2026	11,968.55	11,968.55	01/23/2026	
550	C&L DISTRIBUTING COMPANY	2239531	BEER	01/21/2026	83.60	83.60	01/29/2026	
550	C&L DISTRIBUTING COMPANY	2239534	MIX	01/21/2026	124.05	124.05	01/29/2026	
550	C&L DISTRIBUTING COMPANY	2239535	LIQUOR	01/21/2026	1,426.75	1,426.75	01/29/2026	
550	C&L DISTRIBUTING COMPANY	2239535	WINE	01/21/2026	197.40	197.40	01/29/2026	
550	C&L DISTRIBUTING COMPANY	2239536	THC	01/21/2026	893.00	893.00	01/29/2026	
550	C&L DISTRIBUTING COMPANY	2239536	NA BEER	01/21/2026	28.60	28.60	01/29/2026	
550	C&L DISTRIBUTING COMPANY	2239536	BEER	01/21/2026	7,049.85	7,049.85	01/29/2026	
550	C&L DISTRIBUTING COMPANY	2242962	LIQUOR	01/28/2026	1,269.00	1,269.00	01/29/2026	
550	C&L DISTRIBUTING COMPANY	2242963	THC	01/28/2026	404.44	404.44	01/29/2026	
550	C&L DISTRIBUTING COMPANY	2242963	NA BEER	01/28/2026	294.60	294.60	01/29/2026	
550	C&L DISTRIBUTING COMPANY	2242963	BEER	01/28/2026	18,564.40	18,564.40	01/29/2026	
550	C&L DISTRIBUTING COMPANY	2246391	LIQUOR	02/04/2026	355.20	355.20	02/06/2026	
550	C&L DISTRIBUTING COMPANY	2246392	THC	02/04/2026	305.48	305.48	02/06/2026	
550	C&L DISTRIBUTING COMPANY	2246392	NA BEER	02/04/2026	225.35	225.35	02/06/2026	
550	C&L DISTRIBUTING COMPANY	2246392	BEER	02/04/2026	4,067.65	4,067.65	02/06/2026	
550	C&L DISTRIBUTING COMPANY	2248404	BEER	02/06/2026	89.00	89.00	02/11/2026	
550	C&L DISTRIBUTING COMPANY	2248404	KEG DEPOSIT	02/06/2026	30.00	30.00	02/11/2026	
550	C&L DISTRIBUTING COMPANY	3641002271	BEER	02/02/2026	29.65-	29.65-	02/06/2026	
550	C&L DISTRIBUTING COMPANY	3641002271	THC	02/02/2026	11.50-	11.50-	02/06/2026	
550	C&L DISTRIBUTING COMPANY	3641002312	BEER	01/14/2026	52.65-	52.65-	01/23/2026	
550	C&L DISTRIBUTING COMPANY	3641002325	BEER	01/28/2026	13.70-	13.70-	01/29/2026	
550	C&L DISTRIBUTING COMPANY	3641002334	BEER	02/04/2026	20.40-	20.40-	02/06/2026	
550	C&L DISTRIBUTING COMPANY	3641002335	MIX	02/04/2026	1.17-	1.17-	02/06/2026	
550	C&L DISTRIBUTING COMPANY	CM2239531	BEER	01/21/2026	83.60-	83.60-	01/29/2026	
Total C&L DISTRIBUTING COMPANY:					50,094.09	50,094.09		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
C&R CARPET RESTORATION								
10773	C&R CARPET RESTORATION	8108	POLICE/LIBRARY BLDG CARPE	12/31/2025	751.63	751.63	01/28/2026	
Total C&R CARPET RESTORATION:					751.63	751.63		
CAMPBELL KNUTSON PROFESSIONAL								
994	CAMPBELL KNUTSON PROFES	JAN 2026 INV	PLANNING LEGAL - ANNEXATIO	01/31/2026	1,728.00	1,728.00	02/11/2026	
994	CAMPBELL KNUTSON PROFES	JAN 2026 INV	ADMIN LEGAL CMAR	01/31/2026	1,782.00	1,782.00	02/11/2026	
994	CAMPBELL KNUTSON PROFES	JAN 2026 INV	ADMIN LEGAL GENERAL	01/31/2026	36.00	36.00	02/11/2026	
994	CAMPBELL KNUTSON PROFES	JAN 2026 INV	ADM - LEGAL PERSONNEL	01/31/2026	126.00	126.00	02/11/2026	
994	CAMPBELL KNUTSON PROFES	JAN 2026 INV	BLEDA LEGAL - PIZZA FACTOR	01/31/2026	36.00	36.00	02/11/2026	
994	CAMPBELL KNUTSON PROFES	JAN 2026 INV	ENGINEER LEGAL	01/31/2026	144.00	144.00	02/11/2026	
994	CAMPBELL KNUTSON PROFES	JAN 2026 INV	POLICE LEGAL	01/31/2026	216.00	216.00	02/11/2026	
994	CAMPBELL KNUTSON PROFES	JAN 2026 INV	PRAIRIE MEADOWS 5TH	01/31/2026	90.00	90.00	02/11/2026	
Total CAMPBELL KNUTSON PROFESSIONAL:					4,158.00	4,158.00		
CENTERPOINT ENERGY-HOUSTON, TX								
10551	CENTERPOINT ENERGY-HOUS	JANUARY 202	160 LAKE ST - CITY HALL	01/31/2026	1,010.21	1,010.21	02/11/2026	
10551	CENTERPOINT ENERGY-HOUS	JANUARY 202	160 LAKE ST - CITY HALL	01/31/2026	1,617.47	1,617.47	02/11/2026	
10551	CENTERPOINT ENERGY-HOUS	JANUARY 202	790 MN AVE - POLICE/LIBRARY	01/31/2026	282.68	282.68	02/11/2026	
10551	CENTERPOINT ENERGY-HOUS	JANUARY 202	790 MN AVE - POLICE/LIBRARY	01/31/2026	573.13	573.13	02/11/2026	
10551	CENTERPOINT ENERGY-HOUS	JANUARY 202	790 MN AVE - POLICE/LIBRARY	01/31/2026	771.35	771.35	02/11/2026	
10551	CENTERPOINT ENERGY-HOUS	JANUARY 202	50 198TH AVE - PW SHED	01/31/2026	44.00	44.00	02/11/2026	
10551	CENTERPOINT ENERGY-HOUS	JANUARY 202	80 198TH AVE NW PW SHED	01/31/2026	290.53	290.53	02/11/2026	
10551	CENTERPOINT ENERGY-HOUS	JANUARY 202	18041 198TH - PW FACILITY	01/31/2026	5,340.03	5,340.03	02/11/2026	
10551	CENTERPOINT ENERGY-HOUS	JANUARY 202	4430 PINTAIL PUMP HOUSE	01/31/2026	166.66	166.66	02/11/2026	
10551	CENTERPOINT ENERGY-HOUS	JANUARY 202	6122739-3 WTP	01/31/2026	2,269.55	2,269.55	02/11/2026	
10551	CENTERPOINT ENERGY-HOUS	JANUARY 202	501 MN AVE WELL 2	01/31/2026	27.64	27.64	02/11/2026	
10551	CENTERPOINT ENERGY-HOUS	JANUARY 202	301 MN AVE - WELL 1	01/31/2026	25.09	25.09	02/11/2026	
10551	CENTERPOINT ENERGY-HOUS	JANUARY 202	621 ROSE DRIVE - (OLD JERKY)	01/31/2026	628.61	628.61	02/11/2026	
10551	CENTERPOINT ENERGY-HOUS	JANUARY 202	617 ROSE DR - LIQ STORE	01/31/2026	494.10	494.10	02/11/2026	
10551	CENTERPOINT ENERGY-HOUS	JANUARY 202	160 LAKE ST - OLD SCHOOL BL	01/31/2026	487.46	487.46	02/11/2026	
Total CENTERPOINT ENERGY-HOUSTON, TX:					14,028.51	14,028.51		
CHARTER COMMUNICATIONS								
10418	CHARTER COMMUNICATIONS	122210701020	CITY HALL FIBER	02/01/2026	775.00	775.00	02/11/2026	
10418	CHARTER COMMUNICATIONS	122210701020	CITY HALL RING CENTRAL	02/01/2026	662.38	662.38	02/11/2026	
10418	CHARTER COMMUNICATIONS	122210701020	PW RING CENTRAL	02/01/2026	176.77	176.77	02/11/2026	
10418	CHARTER COMMUNICATIONS	122210701020	POLICE DEPT RING CENTRAL	02/01/2026	301.08	301.08	02/11/2026	
10418	CHARTER COMMUNICATIONS	122210701020	LIQ STORE FIBER	02/01/2026	389.00	389.00	02/11/2026	
10418	CHARTER COMMUNICATIONS	122210701020	LIQ STORE RING CENTRAL	02/01/2026	133.83	133.83	02/11/2026	
10418	CHARTER COMMUNICATIONS	175326601012	PW INTERNET - JAN 2026	01/21/2026	205.22	205.22	02/06/2026	
10418	CHARTER COMMUNICATIONS	175327901011	CITY HALL FAX/ALARMS LINES	01/14/2026	100.00	100.00	01/23/2026	
10418	CHARTER COMMUNICATIONS	175329501010	LIQUOR STORE RING CENTRAL	01/01/2026	250.00	250.00	02/06/2026	
10418	CHARTER COMMUNICATIONS	175329501020	LIQ STORE FEB 2026 - 5 LINES	02/01/2026	250.00	250.00	02/11/2026	
10418	CHARTER COMMUNICATIONS	175329601011	LAKESIDE PARK WIFI - JAN 202	01/14/2026	149.99	149.99	01/29/2026	
Total CHARTER COMMUNICATIONS:					3,393.27	3,393.27		
CINTAS								
3860	CINTAS	4255232683	PUBLIC WORKS UNIFORMS 1-6	01/31/2026	41.80	41.80	02/11/2026	
3860	CINTAS	4255232683	PUBLIC WORKS UNIFORMS	01/31/2026	32.84	32.84	02/11/2026	
3860	CINTAS	4255232683	PUBLIC WORKS UNIFORMS	01/31/2026	25.38	25.38	02/11/2026	
3860	CINTAS	4255232683	PUBLIC WORKS UNIFORMS	01/31/2026	32.84	32.84	02/11/2026	
3860	CINTAS	4255232683	PUBLIC WORKS UNIFORMS	01/31/2026	16.41	16.41	02/11/2026	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
3860	CINTAS	4255986974	PUBLIC WORKS UNIFORMS 1-6	01/31/2026	41.80	41.80	02/11/2026	
3860	CINTAS	4255986974	PUBLIC WORKS UNIFORMS	01/31/2026	32.84	32.84	02/11/2026	
3860	CINTAS	4255986974	PUBLIC WORKS UNIFORMS	01/31/2026	25.38	25.38	02/11/2026	
3860	CINTAS	4255986974	PUBLIC WORKS UNIFORMS	01/31/2026	32.84	32.84	02/11/2026	
3860	CINTAS	4255986974	PUBLIC WORKS UNIFORMS	01/31/2026	16.41	16.41	02/11/2026	
3860	CINTAS	4256734475	LIQUOR CLEANING - JAN 19, 20	01/19/2026	82.27	82.27	01/23/2026	
3860	CINTAS	4256734593	PUBLIC WORKS UNIFORMS 1-6	01/31/2026	41.80	41.80	02/11/2026	
3860	CINTAS	4256734593	PUBLIC WORKS UNIFORMS	01/31/2026	32.84	32.84	02/11/2026	
3860	CINTAS	4256734593	PUBLIC WORKS UNIFORMS	01/31/2026	25.38	25.38	02/11/2026	
3860	CINTAS	4256734593	PUBLIC WORKS UNIFORMS	01/31/2026	32.84	32.84	02/11/2026	
3860	CINTAS	4256734593	PUBLIC WORKS UNIFORMS	01/31/2026	16.41	16.41	02/11/2026	
3860	CINTAS	4257490376	LIQUOR CLEANING - JAN 26, 20	01/26/2026	82.27	82.27	01/29/2026	
3860	CINTAS	4257490647	PUBLIC WORKS UNIFORMS 1-6	01/31/2026	41.80	41.80	02/11/2026	
3860	CINTAS	4257490647	PUBLIC WORKS UNIFORMS	01/31/2026	32.84	32.84	02/11/2026	
3860	CINTAS	4257490647	PUBLIC WORKS UNIFORMS	01/31/2026	25.38	25.38	02/11/2026	
3860	CINTAS	4257490647	PUBLIC WORKS UNIFORMS	01/31/2026	32.84	32.84	02/11/2026	
3860	CINTAS	4257490647	PUBLIC WORKS UNIFORMS	01/31/2026	16.41	16.41	02/11/2026	
3860	CINTAS	4258207529	LIQUOR CLEANING - FEB 2, 202	02/02/2026	82.27	82.27	02/06/2026	
3860	CINTAS	4258966787	LIQUOR CLEANING - FEB 09, 20	02/09/2026	82.27	82.27	02/11/2026	
Total CINTAS:					926.16	926.16		
CITY HIVE, INC. (E-CHECK)								
11899	CITY HIVE, INC. (E-CHECK)	JAN 2026 ONLI	CITY HIVE ONLINE JAN 2026	01/31/2026	49.00	49.00	01/31/2026	
Total CITY HIVE, INC. (E-CHECK):					49.00	49.00		
CITY OF BIG LAKE								
10929	CITY OF BIG LAKE	2026 FARMER	LIQ STORE 2026 FARMERS MK	01/20/2026	500.00	500.00	01/23/2026	
10929	CITY OF BIG LAKE	CITY HALL PE	PETTY CASH FOR DMV - TITLE	12/31/2025	27.00	27.00	01/23/2026	
10929	CITY OF BIG LAKE	DEC 2025 UB	04-00056020-00-9 CITY HALL	12/31/2025	327.88	327.88	01/23/2026	
10929	CITY OF BIG LAKE	DEC 2025 UB	04-00041660-00-5 LIBRARY/POL	12/31/2025	678.29	678.29	01/23/2026	
10929	CITY OF BIG LAKE	DEC 2025 UB	04-00056090-00-0 PW BUILDING	12/31/2025	136.82	136.82	01/23/2026	
10929	CITY OF BIG LAKE	DEC 2025 UB	04-00000161-00-0 PW BUILDING	12/31/2025	48.78	48.78	01/23/2026	
10929	CITY OF BIG LAKE	DEC 2025 UB	04-00000001-00-5 19255 ENGLE	12/31/2025	40.42	40.42	01/23/2026	
10929	CITY OF BIG LAKE	DEC 2025 UB	04-00000011-00-8 20480 NEDD S	12/31/2025	40.42	40.42	01/23/2026	
10929	CITY OF BIG LAKE	DEC 2025 UB	04-00056050-00-8 LAKESIDE PA	12/31/2025	40.42	40.42	01/23/2026	
10929	CITY OF BIG LAKE	DEC 2025 UB	04-00056070-00-4 LAKESIDE PA	12/31/2025	40.42	40.42	01/23/2026	
10929	CITY OF BIG LAKE	DEC 2025 UB	04-00057240-00-8 HUDSON WO	12/31/2025	40.42	40.42	01/23/2026	
10929	CITY OF BIG LAKE	DEC 2025 UB	04-00057360-00-1 SHORES OF L	12/31/2025	40.42	40.42	01/23/2026	
10929	CITY OF BIG LAKE	DEC 2025 UB	04-00057370-00-4 WRIGHTS CR	12/31/2025	40.42	40.42	01/23/2026	
10929	CITY OF BIG LAKE	DEC 2025 UB	04-00057380-00-7 HIGHLINE PA	12/31/2025	40.42	40.42	01/23/2026	
10929	CITY OF BIG LAKE	DEC 2025 UB	04-00057640-00-6 MITCHELL FA	12/31/2025	40.42	40.42	01/23/2026	
10929	CITY OF BIG LAKE	DEC 2025 UB	04-00057760-00-9 POWELL PAR	12/31/2025	40.42	40.42	01/23/2026	
10929	CITY OF BIG LAKE	DEC 2025 UB	04-00057770-00-2 LAKESIDE PA	12/31/2025	40.42	40.42	01/23/2026	
10929	CITY OF BIG LAKE	DEC 2025 UB	04-00057780-00-5 LAKERIDGE P	12/31/2025	40.42	40.42	01/23/2026	
10929	CITY OF BIG LAKE	DEC 2025 UB	04-00071260-00-6 PARKWAY IR	12/31/2025	40.42	40.42	01/23/2026	
10929	CITY OF BIG LAKE	DEC 2025 UB	04-00071270-00-9 BLUFF PARK	12/31/2025	40.42	40.42	01/23/2026	
10929	CITY OF BIG LAKE	DEC 2025 UB	04-00072850-00-4 JEFFERSON	12/31/2025	40.42	40.42	01/23/2026	
10929	CITY OF BIG LAKE	DEC 2025 UB	04-0001490-00 160 LAKE ST N -	12/31/2025	518.43	518.43	01/23/2026	
10929	CITY OF BIG LAKE	DEC 2025 UB	04-00015750-00 421 FOLEY	12/31/2025	75.81	75.81	01/23/2026	
10929	CITY OF BIG LAKE	DEC 2025 UB	04-00056140-00-2 LAKE LIQUOR	12/31/2025	85.34	85.34	01/23/2026	
10929	CITY OF BIG LAKE	DEC 2025 UB	04-00072050-00 616 ROSE DR (12/31/2025	46.95	46.95	01/23/2026	
10929	CITY OF BIG LAKE	LIQ STORE SP	2026 MUSIC IN THE PARK SPO	01/20/2026	500.00	500.00	01/23/2026	
Total CITY OF BIG LAKE:					3,551.60	3,551.60		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
CIVICPLUS LLC								
10938	CIVICPLUS LLC	362629	FORMS & APPS MODULE	02/10/2026	8,400.00	8,400.00	02/11/2026	
Total CIVICPLUS LLC:					8,400.00	8,400.00		
CLEARWAY COMMUNITY SOLAR LLC								
11022	CLEARWAY COMMUNITY SOLA	CIOBGLK-1260	10 LAKE ST ST LIGHTS	12/31/2025	130.08	130.08	01/23/2026	
11022	CLEARWAY COMMUNITY SOLA	CIOBGLK-1260	160 LAKE ST N SKATING RINK	12/31/2025	152.75	152.75	01/23/2026	
11022	CLEARWAY COMMUNITY SOLA	CIOBGLK-1260	256 CRESCENT ST LIFT	12/31/2025	120.20	120.20	01/23/2026	
11022	CLEARWAY COMMUNITY SOLA	CIOBGLK-1260	514 FOREST RD PARK	12/31/2025	8.78	8.78	01/23/2026	
11022	CLEARWAY COMMUNITY SOLA	CIOBGLK-1260	10 LAKE ST ST LIGHTS	12/31/2025	45.57	45.57	01/23/2026	
11022	CLEARWAY COMMUNITY SOLA	CIOBGLK-1260	160 LAKE ST NO STREET LIGHT	12/31/2025	9.71	9.71	01/23/2026	
11022	CLEARWAY COMMUNITY SOLA	CIOBGLK-1260	18889 COUNTY ROAD 68	12/31/2025	804.08	804.08	01/23/2026	
11022	CLEARWAY COMMUNITY SOLA	CIOBGLK-1260	160 LAKE ST CITY HALL	12/31/2025	817.10	817.10	01/23/2026	
11022	CLEARWAY COMMUNITY SOLA	CIOBGLK-1260	19173 COUNTY RD 68 SEWER	12/31/2025	31.65	31.65	01/23/2026	
11022	CLEARWAY COMMUNITY SOLA	CIOBGLK-1260	615 ROSE DR LIQUOR STORE	12/31/2025	1,135.84	1,135.84	01/23/2026	
Total CLEARWAY COMMUNITY SOLAR LLC:					3,255.76	3,255.76		
COLONIAL LIFE (E-CHECKS)								
10885	COLONIAL LIFE (E-CHECKS)	E4377404 JAN	JAN 2026 PREMIUMS	01/14/2026	170.32	170.32	01/29/2026	
Total COLONIAL LIFE (E-CHECKS):					170.32	170.32		
CONNEXUS ENERGY								
3300	CONNEXUS ENERGY	390212-30162	DEC 2025 BIOSOLIDS	12/31/2025	7,130.99	7,130.99	02/11/2026	
3300	CONNEXUS ENERGY	390212-30695	390212-177743 POLICE/LIBRAR	12/31/2025	360.87	360.87	01/23/2026	
3300	CONNEXUS ENERGY	390212-30695	390212-299627 POLICE/LIBRAR	12/31/2025	221.20	221.20	01/23/2026	
3300	CONNEXUS ENERGY	390212-30695	390212-299628 POLICE/LIBRAR	12/31/2025	729.11	729.11	01/23/2026	
3300	CONNEXUS ENERGY	390212-30695	390212-242533 PW SHED 80 CT	12/31/2025	41.56	41.56	01/23/2026	
3300	CONNEXUS ENERGY	390212-30695	390212-255998 PW FACILITY	12/31/2025	1,146.54	1,146.54	01/23/2026	
3300	CONNEXUS ENERGY	390212-30695	390212-273493 COMPOST GATE	12/31/2025	20.48	20.48	01/23/2026	
3300	CONNEXUS ENERGY	390212-30695	390212-276741 603 MN AVE FLA	12/31/2025	16.89	16.89	01/23/2026	
3300	CONNEXUS ENERGY	390212-30695	390212-263543 STREET LIGHTS	12/31/2025	837.35	837.35	01/23/2026	
3300	CONNEXUS ENERGY	390212-30695	390212-271778 HWY 10 TRAFFI	12/31/2025	83.00	83.00	01/23/2026	
3300	CONNEXUS ENERGY	390212-30695	390212-169796 STREET LIGHTS	12/31/2025	40.18	40.18	01/23/2026	
3300	CONNEXUS ENERGY	390212-30695	390212-170373 STREET LIGHTS	12/31/2025	170.80	170.80	01/23/2026	
3300	CONNEXUS ENERGY	390212-30695	390212-173195 STREET LIGHTS	12/31/2025	908.59	908.59	01/23/2026	
3300	CONNEXUS ENERGY	390212-30695	390212-173196 STREET LIGHTS	12/31/2025	2,304.10	2,304.10	01/23/2026	
3300	CONNEXUS ENERGY	390212-30695	390212-295439 LAKESIDE PARK	12/31/2025	408.85	408.85	01/23/2026	
3300	CONNEXUS ENERGY	390212-30695	390212-314518 EAGLE LAKE RD	12/31/2025	46.39	46.39	01/23/2026	
3300	CONNEXUS ENERGY	390212-30695	390212-310963 NEDD STREET I	12/31/2025	5.80	5.80	01/23/2026	
3300	CONNEXUS ENERGY	390212-30695	390212-296197 LAKESIDE PARK	12/31/2025	46.00	46.00	01/23/2026	
3300	CONNEXUS ENERGY	390212-30695	390212-257084 LAKESIDE PARK	12/31/2025	16.50	16.50	01/23/2026	
3300	CONNEXUS ENERGY	390212-30695	390212-257788 SHORES OF LA	12/31/2025	16.50	16.50	01/23/2026	
3300	CONNEXUS ENERGY	390212-30695	390212-244196 MITCHELL FARM	12/31/2025	16.50	16.50	01/23/2026	
3300	CONNEXUS ENERGY	390212-30695	390212-245749 POWELL PARK I	12/31/2025	5.40	5.40	01/23/2026	
3300	CONNEXUS ENERGY	390212-30695	390212-241825 LAKESIDE PARK	12/31/2025	16.50	16.50	01/23/2026	
3300	CONNEXUS ENERGY	390212-30695	390212-293685 HIGLINE PARK I	12/31/2025	16.50	16.50	01/23/2026	
3300	CONNEXUS ENERGY	390212-30695	390212-293811 HUDSON WOOD	12/31/2025	16.50	16.50	01/23/2026	
3300	CONNEXUS ENERGY	390212-30695	390212-282970 BLUFF PARK (20	12/31/2025	17.71	17.71	01/23/2026	
3300	CONNEXUS ENERGY	390212-30695	390212-177857 RIVER OAKS PA	12/31/2025	7.89	7.89	01/23/2026	
3300	CONNEXUS ENERGY	390212-30695	390212-278685 LAKESIDE PARK	12/31/2025	23.04	23.04	01/23/2026	
3300	CONNEXUS ENERGY	390212-30695	390212-282338 WTP & WELL #6	12/31/2025	2,817.62	2,817.62	01/23/2026	
3300	CONNEXUS ENERGY	390212-30695	390212-264583 WATER TOWER	12/31/2025	146.17	146.17	01/23/2026	
3300	CONNEXUS ENERGY	390212-30695	390212-262286 WELL #5	12/31/2025	495.83	495.83	01/23/2026	
3300	CONNEXUS ENERGY	390212-30695	390212-173421 WELL #4	12/31/2025	2,322.19	2,322.19	01/23/2026	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
3300	CONNEXUS ENERGY	390212-30695	390212-177822 WELL #3	12/31/2025	1,056.03	1,056.03	01/23/2026	
3300	CONNEXUS ENERGY	390212-30695	390212-299737 WELL #7	12/31/2025	1,292.60	1,292.60	01/23/2026	
3300	CONNEXUS ENERGY	390212-30695	390212-292770 WATER TOWER	12/31/2025	434.50	434.50	01/23/2026	
3300	CONNEXUS ENERGY	390212-30695	390212-177854 LIFT #1	12/31/2025	233.86	233.86	01/23/2026	
3300	CONNEXUS ENERGY	390212-30695	390212-177855 LIFT #4	12/31/2025	41.63	41.63	01/23/2026	
3300	CONNEXUS ENERGY	390212-30695	390212-245915 LIFT #7	12/31/2025	177.12	177.12	01/23/2026	
3300	CONNEXUS ENERGY	390212-30695	390212-254731 LIFT #8	12/31/2025	132.23	132.23	01/23/2026	
3300	CONNEXUS ENERGY	390212-30695	390212-177934 WWTP	12/31/2025	3,405.83	3,405.83	01/23/2026	
3300	CONNEXUS ENERGY	390212-30695	390212-239862 LIFT #6	12/31/2025	47.54	47.54	01/23/2026	
3300	CONNEXUS ENERGY	390212-30695	390212-282894 LIFT #9	12/31/2025	121.54	121.54	01/23/2026	
3300	CONNEXUS ENERGY	390212-30695	390212-287484 LIFT #11	12/31/2025	134.88	134.88	01/23/2026	
3300	CONNEXUS ENERGY	390212-30695	390212-287485 LIFT #10	12/31/2025	309.47	309.47	01/23/2026	
3300	CONNEXUS ENERGY	390212-30695	390212-290396 LIFT #12	12/31/2025	128.85	128.85	01/23/2026	
3300	CONNEXUS ENERGY	390212-30695	390212-290722 PACIFIC ST LIFT	12/31/2025	89.57	89.57	01/23/2026	
Total CONNEXUS ENERGY:					28,059.20	28,059.20		
CONSTANT CONTACT (E-CHECKS)								
11075	CONSTANT CONTACT (E-CHEC	FEB 2026	CONSTANT CONTACT - FEB 20	02/02/2026	62.00	62.00	02/06/2026	
Total CONSTANT CONTACT (E-CHECKS):					62.00	62.00		
CORE & MAIN LP								
10944	CORE & MAIN LP	W698694	RNI ADDRESS PROJECT WITH	01/21/2026	3,200.00	3,200.00	02/06/2026	
10944	CORE & MAIN LP	Y136921	GATE VALVE REPAIR SUPPLIES	01/06/2026	654.70	654.70	02/11/2026	
10944	CORE & MAIN LP	Y338024	REFUND GATE VALVE REPAIRS	01/07/2026	200.44-	200.44-	02/06/2026	
10944	CORE & MAIN LP	Y358854	VALVE KEYS	01/14/2026	760.00	760.00	02/06/2026	
10944	CORE & MAIN LP	Y358854	VALVE KEYS	01/14/2026	760.00	760.00	02/06/2026	
10944	CORE & MAIN LP	Y387065	WATER METERS	01/15/2026	424.56	424.56	02/06/2026	
10944	CORE & MAIN LP	Y447141	AMI INVENTORY WATER METE	01/28/2026	16,146.84	16,146.84	02/06/2026	
Total CORE & MAIN LP:					21,745.66	21,745.66		
CREDO BRANDS								
11928	CREDO BRANDS	1013	THC	01/16/2026	240.00	240.00	01/23/2026	
11928	CREDO BRANDS	1023	THC	01/28/2026	240.00	240.00	02/11/2026	
Total CREDO BRANDS:					480.00	480.00		
CRYSTAL SPRINGS ICE								
10934	CRYSTAL SPRINGS ICE	02-063491	ICE	01/21/2026	318.40	318.40	01/23/2026	
10934	CRYSTAL SPRINGS ICE	02-063491	FRT	01/21/2026	4.00	4.00	01/23/2026	
Total CRYSTAL SPRINGS ICE:					322.40	322.40		
CURBSIDE WASTE								
11852	CURBSIDE WASTE	409292 FEB 20	160 LAKE ST	02/01/2026	508.90	508.90	01/23/2026	
11852	CURBSIDE WASTE	409292 FEB 20	615 ROSE DR	02/01/2026	848.14	848.14	01/23/2026	
11852	CURBSIDE WASTE	409292 FEB 20	790 MINNESOTA	02/01/2026	303.39	303.39	01/23/2026	
11852	CURBSIDE WASTE	409292 FEB 20	18999 CTY RD 14	02/01/2026	41.68	41.68	01/23/2026	
11852	CURBSIDE WASTE	438663 FEB 20	BLEDA FEB 2026 = SCHOOL BL	02/01/2026	447.85	447.85	01/23/2026	
Total CURBSIDE WASTE:					2,149.96	2,149.96		
DAHLHEIMER DISTRIBUTING CO								
750	DAHLHEIMER DISTRIBUTING C	2675293	BEER	01/20/2026	118.45	118.45	01/23/2026	
750	DAHLHEIMER DISTRIBUTING C	2675475	BEER	01/16/2026	228.20	228.20	01/23/2026	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
750	DAHLHEIMER DISTRIBUTING C	2675739	NA BEER	01/20/2026	272.40	272.40	01/23/2026	
750	DAHLHEIMER DISTRIBUTING C	2675739	THC	01/20/2026	149.00	149.00	01/23/2026	
750	DAHLHEIMER DISTRIBUTING C	2675740	LIQUOR	01/20/2026	445.40	445.40	01/23/2026	
750	DAHLHEIMER DISTRIBUTING C	2675741	BEER	01/20/2026	6,787.85	6,787.85	01/23/2026	
750	DAHLHEIMER DISTRIBUTING C	2675741	KEG DEPOSIT	01/20/2026	60.00-	60.00-	01/23/2026	
750	DAHLHEIMER DISTRIBUTING C	2682569	LIQUOR	01/27/2026	538.00	538.00	01/29/2026	
750	DAHLHEIMER DISTRIBUTING C	2682570	MIX	01/27/2026	144.00	144.00	01/29/2026	
750	DAHLHEIMER DISTRIBUTING C	2682570	NA BEER	01/27/2026	213.75	213.75	01/29/2026	
750	DAHLHEIMER DISTRIBUTING C	2682570	THC	01/27/2026	511.00	511.00	01/29/2026	
750	DAHLHEIMER DISTRIBUTING C	2682571	BEER	01/27/2026	22,895.93	22,895.93	01/29/2026	
750	DAHLHEIMER DISTRIBUTING C	2688571	LIQUOR	02/03/2026	235.00	235.00	02/06/2026	
750	DAHLHEIMER DISTRIBUTING C	2688572	NA BEER	02/03/2026	95.80	95.80	02/06/2026	
750	DAHLHEIMER DISTRIBUTING C	2688572	THC	02/03/2026	615.00	615.00	02/06/2026	
750	DAHLHEIMER DISTRIBUTING C	2688573	BEER	02/03/2026	7,626.50	7,626.50	02/06/2026	
750	DAHLHEIMER DISTRIBUTING C	2688573	KEG DEP	02/03/2026	30.00	30.00	02/06/2026	
Total DAHLHEIMER DISTRIBUTING CO:					40,846.28	40,846.28		
DANGEROUS MAN BREWING COMPANYU								
11890	DANGEROUS MAN BREWING C	IN-8045	BEER	01/28/2026	190.00	190.00	02/06/2026	
Total DANGEROUS MAN BREWING COMPANYU:					190.00	190.00		
DELTA DENTAL (E-CHECKS)								
10436	DELTA DENTAL (E-CHECKS)	CNS00020560	DELTA DENTAL HANDELAND	02/01/2026	150.57	150.57	02/02/2026	
10436	DELTA DENTAL (E-CHECKS)	CNS00020560	DELTA DENTAL ER PORTION	02/01/2026	3,483.57	3,483.57	02/02/2026	
Total DELTA DENTAL (E-CHECKS):					3,634.14	3,634.14		
EGAN								
11927	EGAN	SVC00001527	WWTP REPAIRS - UNIT HEATER	12/31/2025	590.00	590.00	01/23/2026	
11927	EGAN	SVC00001528	WWTP BOILER REPAIRS	12/31/2025	6,974.00	6,974.00	01/23/2026	
Total EGAN:					7,564.00	7,564.00		
EHLERS AND ASSOCIATES INC								
4806	EHLERS AND ASSOCIATES INC	2026 SEMINA	2026 MN PUBLIC FINANCE SEM	01/26/2026	350.00	350.00	01/26/2026	
4806	EHLERS AND ASSOCIATES INC	2026 SEMINA	2026 MN PUBLIC FINANCE SEM	01/26/2026	350.00	350.00	01/26/2026	
Total EHLERS AND ASSOCIATES INC:					700.00	700.00		
ELECTRIC MOTOR SERVICE								
10692	ELECTRIC MOTOR SERVICE	IN0314530	WWTP PARTS	01/13/2026	111.99	111.99	01/23/2026	
10692	ELECTRIC MOTOR SERVICE	IN0314543	WWTP FAN BLADES	01/14/2026	90.91	90.91	01/23/2026	
Total ELECTRIC MOTOR SERVICE:					202.90	202.90		
ENEBAK, TROY								
10394	ENEBAK, TROY	WATER LICEN	WATER LICENSE - ENEBAK	01/16/2026	40.00	40.00	01/23/2026	
Total ENEBAK, TROY:					40.00	40.00		
FIRST TWO, INC.								
11932	FIRST TWO, INC.	3297	INVESTIGATIONS SOFTWARE 2	03/01/2026	3,600.00	3,600.00	02/11/2026	
Total FIRST TWO, INC.:					3,600.00	3,600.00		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
FLOW CONTROL AUTOMATION								
11928	FLOW CONTROL AUTOMATION	IN2287	NEW CHORLINE ANAZLYER	01/05/2026	7,834.00	7,834.00	01/23/2026	
Total FLOW CONTROL AUTOMATION:					7,834.00	7,834.00		
GOPHER STATE ONE CALL								
5202	GOPHER STATE ONE CALL	6010223	WATER LOCATES	01/31/2026	50.65	50.65	02/06/2026	
5202	GOPHER STATE ONE CALL	6010223	SEWER LOCATES	01/31/2026	50.65	50.65	02/06/2026	
Total GOPHER STATE ONE CALL:					101.30	101.30		
GRAINGER								
10389	GRAINGER	9801433567	SAFETY GLASSES	02/09/2026	71.88	71.88	02/11/2026	
10389	GRAINGER	9801433567	SAFETY GLASSES	02/09/2026	71.88	71.88	02/11/2026	
10389	GRAINGER	9801433567	SAFETY GLASSES	02/09/2026	71.88	71.88	02/11/2026	
10389	GRAINGER	9801433567	SAFETY GLASSES	02/09/2026	71.88	71.88	02/11/2026	
10389	GRAINGER	9801433567	SAFETY GLASSES	02/09/2026	71.88	71.88	02/11/2026	
Total GRAINGER:					359.40	359.40		
GRANITE CITY JOBBING								
5213	GRANITE CITY JOBBING	502976	SUPPLIES	01/14/2026	82.25	82.25	01/23/2026	
5213	GRANITE CITY JOBBING	502976	MIX	01/14/2026	90.26	90.26	01/23/2026	
5213	GRANITE CITY JOBBING	502976	CIGARETTES	01/14/2026	1,714.12	1,714.12	01/23/2026	
5213	GRANITE CITY JOBBING	502976	CIGAR	01/14/2026	574.25	574.25	01/23/2026	
5213	GRANITE CITY JOBBING	502976	FREIGHT	01/14/2026	10.00	10.00	01/23/2026	
5213	GRANITE CITY JOBBING	505436	CIGARETTES	01/28/2026	2,033.99	2,033.99	02/06/2026	
5213	GRANITE CITY JOBBING	505436	CIGAR	01/28/2026	616.28	616.28	02/06/2026	
5213	GRANITE CITY JOBBING	505436	SUPPLIES	01/28/2026	17.25	17.25	02/06/2026	
5213	GRANITE CITY JOBBING	505436	FREIGHT	01/28/2026	10.00	10.00	02/06/2026	
Total GRANITE CITY JOBBING:					5,148.40	5,148.40		
GUARDIAN FLEET SAFETY								
11023	GUARDIAN FLEET SAFETY	304140	2026 FORD VIN 0936	01/16/2026	26,783.15	26,783.15	01/23/2026	
Total GUARDIAN FLEET SAFETY:					26,783.15	26,783.15		
H & L MESABI INC								
5247	H & L MESABI INC	15880	STREET PICKUP PLOW BLADE	01/16/2026	840.00	840.00	01/23/2026	
Total H & L MESABI INC:					840.00	840.00		
HACH COMPANY								
5245	HACH COMPANY	14840935	WWTP PHOSPHAX ANALYZER	01/21/2026	221.64	221.64	02/06/2026	
5245	HACH COMPANY	14843027	SOLUTION KIT	01/23/2026	40.75	40.75	02/06/2026	
5245	HACH COMPANY	321651735	CHEMICALS	01/20/2026	262.39	262.39	01/23/2026	
Total HACH COMPANY:					524.78	524.78		
HAWKINS INC-1								
10520	HAWKINS INC-1	7306063	WATER CHEMICALS	01/07/2026	1,269.39	1,269.39	01/23/2026	
Total HAWKINS INC-1:					1,269.39	1,269.39		
HEALTH PARTNERS (E-CHECKS)								
10437	HEALTH PARTNERS (E-CHECK)	051338083552	HEALTH INS D HANDELAND	02/02/2026	2,473.40	2,473.40	02/02/2026	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
10437	HEALTH PARTNERS (E-CHECK	051338083552	HEALTH INS SCHARF	02/02/2026	1,281.75	1,281.75	02/02/2026	
10437	HEALTH PARTNERS (E-CHECK	051338083552	HEALTH INS D SHERBURNE	02/02/2026	938.17	938.17	02/02/2026	
10437	HEALTH PARTNERS (E-CHECK	051338083552	HEALTH INS ER PORTION	02/02/2026	38,383.16	38,383.16	02/02/2026	
10437	HEALTH PARTNERS (E-CHECK	051338083552	HEALTH INS EE PORTION	02/02/2026	5,885.11	5,885.11	02/02/2026	
Total HEALTH PARTNERS (E-CHECKS):					48,961.59	48,961.59		
HUBBARD ELECTRIC								
7747	HUBBARD ELECTRIC	1363-157	LIQ STORE LIGHTING REPAIR	12/31/2025	374.70	374.70	01/28/2026	
Total HUBBARD ELECTRIC:					374.70	374.70		
INSPECTRON INC								
10709	INSPECTRON INC	1770	JAN 2026 BUILDING CONSULTA	02/10/2026	9,500.00	9,500.00	02/11/2026	
Total INSPECTRON INC:					9,500.00	9,500.00		
INTEGRITY TREE CARE LLC								
11920	INTEGRITY TREE CARE LLC	INV1093	TREE REMOVAL LAKESIDE PAR	02/09/2026	3,500.00	3,500.00	02/11/2026	
Total INTEGRITY TREE CARE LLC:					3,500.00	3,500.00		
IUOE LOCAL #49								
10953	IUOE LOCAL #49	JAN 2026 PW	JANUARY 2026 PW UNION DUE	01/12/2026	525.00	525.00	01/23/2026	
10953	IUOE LOCAL #49	JAN 2026 PW	JANUARY 2026 - JOSH UDERM	01/12/2026	35.00	35.00	01/23/2026	
Total IUOE LOCAL #49:					560.00	560.00		
IUOE LOCAL 49 FRINGE BENEFIT								
10965	IUOE LOCAL 49 FRINGE BENEF	MARCH 2026	MARCH 2026 PW UNION	02/04/2026	26,800.00	26,800.00	02/06/2026	
Total IUOE LOCAL 49 FRINGE BENEFIT:					26,800.00	26,800.00		
JMG COMMERCIAL CLEANING LLC								
11907	JMG COMMERCIAL CLEANING	CITY HALL JA	CITY HALL/COMMON AREA - JA	01/15/2026	1,250.00	1,250.00	01/23/2026	
11907	JMG COMMERCIAL CLEANING	CITY HALL JA	PUBLIC BATHROOM - JAN 2026	01/15/2026	490.00	490.00	01/23/2026	
11907	JMG COMMERCIAL CLEANING	POLICE/LIBRA	POLICE/LIBRARY - JAN 2026	01/15/2026	1,150.00	1,150.00	01/23/2026	
11907	JMG COMMERCIAL CLEANING	PW FACILITY -	PW FACILITY - JAN 2026	01/15/2026	700.00	700.00	01/23/2026	
Total JMG COMMERCIAL CLEANING LLC:					3,590.00	3,590.00		
JOHNSON BROTHERS WHOLESALE								
1500	JOHNSON BROTHERS WHOLE	166678	THC	01/16/2026	3.03-	3.03-	01/29/2026	
1500	JOHNSON BROTHERS WHOLE	166679	THC	01/16/2026	58.30-	58.30-	01/29/2026	
1500	JOHNSON BROTHERS WHOLE	166680	THC	01/16/2026	28.68-	28.68-	01/29/2026	
1500	JOHNSON BROTHERS WHOLE	168279	LIQUOR	01/29/2026	151.12-	151.12-	02/06/2026	
1500	JOHNSON BROTHERS WHOLE	168279	FRT	01/29/2026	1.84-	1.84-	02/06/2026	
1500	JOHNSON BROTHERS WHOLE	2972353	LIQUOR	01/20/2026	1,600.08	1,600.08	01/29/2026	
1500	JOHNSON BROTHERS WHOLE	2972353	FRT	01/20/2026	31.28	31.28	01/29/2026	
1500	JOHNSON BROTHERS WHOLE	2972354	WINE	01/20/2026	516.60	516.60	01/29/2026	
1500	JOHNSON BROTHERS WHOLE	2972354	FRT	01/20/2026	12.88	12.88	01/29/2026	
1500	JOHNSON BROTHERS WHOLE	2974938	LIQUOR	01/22/2026	4,187.45	4,187.45	01/29/2026	
1500	JOHNSON BROTHERS WHOLE	2974938	FRT	01/22/2026	78.05	78.05	01/29/2026	
1500	JOHNSON BROTHERS WHOLE	2974939	WINE	01/22/2026	2,316.75	2,316.75	01/29/2026	
1500	JOHNSON BROTHERS WHOLE	2974939	FRT	01/22/2026	64.40	64.40	01/29/2026	
1500	JOHNSON BROTHERS WHOLE	2974941	LIQUOR	01/22/2026	3,794.20	3,794.20	01/29/2026	
1500	JOHNSON BROTHERS WHOLE	2974941	FRT	01/22/2026	66.24	66.24	01/29/2026	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
1500	JOHNSON BROTHERS WHOLE	2976637	LIQUOR	01/26/2026	1,434.12	1,434.12	01/29/2026	
1500	JOHNSON BROTHERS WHOLE	2976637	FRT	01/26/2026	23.92	23.92	01/29/2026	
1500	JOHNSON BROTHERS WHOLE	2976638	WINE	01/26/2026	199.44	199.44	01/29/2026	
1500	JOHNSON BROTHERS WHOLE	2976638	FRT	01/26/2026	3.68	3.68	01/29/2026	
1500	JOHNSON BROTHERS WHOLE	2978373	LIQUOR	01/28/2026	6,293.09	6,293.09	01/29/2026	
1500	JOHNSON BROTHERS WHOLE	2978373	FRT	01/28/2026	149.04	149.04	01/29/2026	
1500	JOHNSON BROTHERS WHOLE	2978374	WINE	01/28/2026	3,539.47	3,539.47	01/29/2026	
1500	JOHNSON BROTHERS WHOLE	2978374	FRT	01/28/2026	105.34	105.34	01/29/2026	
1500	JOHNSON BROTHERS WHOLE	2978375	MIX	01/28/2026	48.00	48.00	01/29/2026	
1500	JOHNSON BROTHERS WHOLE	2978375	FRT	01/28/2026	1.84	1.84	01/29/2026	
1500	JOHNSON BROTHERS WHOLE	2978376	THC	01/28/2026	355.02	355.02	01/29/2026	
1500	JOHNSON BROTHERS WHOLE	2978377	LIQUOR	01/28/2026	6,134.63	6,134.63	01/29/2026	
1500	JOHNSON BROTHERS WHOLE	2978377	FRT	01/28/2026	93.84	93.84	01/29/2026	
1500	JOHNSON BROTHERS WHOLE	2978378	LIQUOR	01/28/2026	3,765.75	3,765.75	01/29/2026	
1500	JOHNSON BROTHERS WHOLE	2978378	FRT	01/28/2026	48.76	48.76	01/29/2026	
1500	JOHNSON BROTHERS WHOLE	2981855	LIQUOR	02/02/2026	772.98	772.98	02/11/2026	
1500	JOHNSON BROTHERS WHOLE	2981855	FRT	02/02/2026	14.72	14.72	02/11/2026	
1500	JOHNSON BROTHERS WHOLE	2983101	WINE	02/03/2026	37.81	37.81	02/06/2026	
1500	JOHNSON BROTHERS WHOLE	2983101	FRT	02/03/2026	1.84	1.84	02/06/2026	
1500	JOHNSON BROTHERS WHOLE	2983529	LIQUOR	02/04/2026	8,379.80	8,379.80	02/06/2026	
1500	JOHNSON BROTHERS WHOLE	2983529	FRT	02/04/2026	168.51	168.51	02/06/2026	
1500	JOHNSON BROTHERS WHOLE	2983530	WINE	02/04/2026	3,947.10	3,947.10	02/06/2026	
1500	JOHNSON BROTHERS WHOLE	2983530	FRT	02/04/2026	105.03	105.03	02/06/2026	
1500	JOHNSON BROTHERS WHOLE	2983531	MIX	02/04/2026	48.00	48.00	02/06/2026	
1500	JOHNSON BROTHERS WHOLE	2983531	FRT	02/04/2026	1.84	1.84	02/06/2026	
1500	JOHNSON BROTHERS WHOLE	2983533	LIQUOR	02/04/2026	3,798.93	3,798.93	02/06/2026	
1500	JOHNSON BROTHERS WHOLE	2983533	FRT	02/04/2026	42.32	42.32	02/06/2026	
Total JOHNSON BROTHERS WHOLESale:					51,939.78	51,939.78		
JOHNSON CONTROLS SECURITY SOLUTIONS								
10982	JOHNSON CONTROLS SECURI	42064849	COMPOST SECURITY FEB-APR	01/10/2026	381.84	381.84	01/23/2026	
Total JOHNSON CONTROLS SECURITY SOLUTIONS:					381.84	381.84		
KIMBALL MIDWEST								
11913	KIMBALL MIDWEST	103987404	SHOP SUPPLIES	12/31/2025	580.81	580.81	02/06/2026	
11913	KIMBALL MIDWEST	104096085	SHOP SUPPLIES	01/15/2026	1,152.17	1,152.17	01/23/2026	
11913	KIMBALL MIDWEST	104114331	SHOP SUPPLIES	01/22/2026	237.48	237.48	01/29/2026	
11913	KIMBALL MIDWEST	104159073	SHOP SUPPLIES	02/06/2026	102.61	102.61	02/11/2026	
Total KIMBALL MIDWEST:					2,073.07	2,073.07		
KODRU EQUIPMENT, LLC								
11932	KODRU EQUIPMENT, LLC	61592B47788	BORE DURACYL REPAIR KIT	01/27/2026	195.39	195.39	02/06/2026	
11932	KODRU EQUIPMENT, LLC	61734B48195	WATER EQUIPMENT REPAIR KI	02/03/2026	373.89	373.89	02/11/2026	
Total KODRU EQUIPMENT, LLC:					569.28	569.28		
KWIK TRIP - CREDIT DEPT								
10888	KWIK TRIP - CREDIT DEPT	348251 JAN 20	POLICE FUEL	01/31/2026	2,930.78	2,930.78	02/11/2026	
10888	KWIK TRIP - CREDIT DEPT	348251 JAN 20	STREET FUEL	01/31/2026	2,170.68	2,170.68	02/11/2026	
10888	KWIK TRIP - CREDIT DEPT	348251 JAN 20	FLEET FUEL	01/31/2026	256.94	256.94	02/11/2026	
10888	KWIK TRIP - CREDIT DEPT	348251 JAN 20	WATER FUEL	01/31/2026	656.43	656.43	02/11/2026	
10888	KWIK TRIP - CREDIT DEPT	348251 JAN 20	WASTEWATER FUEL	01/31/2026	656.43	656.43	02/11/2026	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
Total KWIK TRIP - CREDIT DEPT:					6,671.26	6,671.26		
LANDFORM PROFESSIONAL SERVICES LLC								
10425	LANDFORM PROFESSIONAL SE	37544	PRAIRIE MEADOWS 4TH FP & F	12/31/2025	615.75	615.75	01/23/2026	
10425	LANDFORM PROFESSIONAL SE	37544	SHORES OF ELK RIVER CONC	12/31/2025	1,081.25	1,081.25	01/23/2026	
10425	LANDFORM PROFESSIONAL SE	37544	COBBLESTONE 2ND FINAL PLA	12/31/2025	759.75	759.75	01/23/2026	
10425	LANDFORM PROFESSIONAL SE	37544	BK CONCEPT PLAN	12/31/2025	44.75	44.75	01/23/2026	
10425	LANDFORM PROFESSIONAL SE	37544	ANNUAL ORDINANCE UPDATE	12/31/2025	791.50	791.50	01/23/2026	
10425	LANDFORM PROFESSIONAL SE	37544	PC MEETING/COUNCIL MEETIN	12/31/2025	805.50	805.50	01/23/2026	
10425	LANDFORM PROFESSIONAL SE	37544	CONSULTANT CITY BUSINESS	12/31/2025	1,476.75	1,476.75	01/23/2026	
Total LANDFORM PROFESSIONAL SERVICES LLC:					5,575.25	5,575.25		
LAW ENFORCEMENT LABOR SERVICE								
5096	LAW ENFORCEMENT LABOR S	FEB 2026 POL	FEBRUARY 2026 POLICE UNIO	02/10/2026	949.00	949.00	02/11/2026	
Total LAW ENFORCEMENT LABOR SERVICE:					949.00	949.00		
LEAGUE OF MN CITIES								
5701	LEAGUE OF MN CITIES	440496	ONLINE PATROL TRAINING	01/02/2026	1,530.00	1,530.00	01/23/2026	
Total LEAGUE OF MN CITIES:					1,530.00	1,530.00		
M&M EXPRESS SALES & SERVICE								
10567	M&M EXPRESS SALES & SERVI	615944	CHAIN SAW PARTS	01/29/2026	38.14	38.14	02/06/2026	
Total M&M EXPRESS SALES & SERVICE:					38.14	38.14		
MAMA								
11905	MAMA	2493 KLIMMEK	MAMA MEETING 1/22/26 - HANN	01/12/2026	35.00	35.00	01/29/2026	
Total MAMA:					35.00	35.00		
MARCO TECHNOLOGIES - ECHECK								
11850	MARCO TECHNOLOGIES - ECH	575103833	CITY HALL LEASE 02/10-03/10	02/01/2026	1,157.66	1,157.66	02/11/2026	
11850	MARCO TECHNOLOGIES - ECH	575103833	PW LEASE 02-10-03/10/26	02/01/2026	138.92	138.92	02/11/2026	
11850	MARCO TECHNOLOGIES - ECH	575103833	PW LEASE 02-10-03/10/26	02/01/2026	138.92	138.92	02/11/2026	
11850	MARCO TECHNOLOGIES - ECH	575103833	FIRE LEASE 02/10-03/10/26	02/01/2026	30.00	30.00	02/11/2026	
Total MARCO TECHNOLOGIES - ECHECK:					1,465.50	1,465.50		
MARCO TECHNOLOGIES LLC								
10965	MARCO TECHNOLOGIES LLC	INV14786673	MANAGE IT SERVICES	01/19/2026	7,695.00	7,695.00	01/23/2026	
10965	MARCO TECHNOLOGIES LLC	INV14786673	ARTIC WOLF SOFTWARE	01/19/2026	907.16	907.16	01/23/2026	
10965	MARCO TECHNOLOGIES LLC	INV14786673	VEEAM LICENSING	01/19/2026	340.00	340.00	01/23/2026	
10965	MARCO TECHNOLOGIES LLC	INV14809580	BACK UP SECURITY - AZURE D	12/31/2025	71.91	71.91	01/29/2026	
10965	MARCO TECHNOLOGIES LLC	INV14809581	OFFICE 365 SUBSCRIPTIONS	12/31/2025	891.60	891.60	01/29/2026	
10965	MARCO TECHNOLOGIES LLC	INV14861030	MERAKI ENTERPRISE CLOUD	02/05/2026	4,425.00	4,425.00	02/11/2026	
Total MARCO TECHNOLOGIES LLC:					14,330.67	14,330.67		
MARTIN, COURTNEY								
11927	MARTIN, COURTNEY	FARMERS MK	MARKET BUCKS	01/22/2026	8.00	8.00	01/23/2026	
Total MARTIN, COURTNEY:					8.00	8.00		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
MAVERICK BEVERAGE COMPANY MINNESOTA								
11903	MAVERICK BEVERAGE COMPA	INV1706313	LIQUOR	01/15/2026	609.00	609.00	01/23/2026	
11903	MAVERICK BEVERAGE COMPA	INV1706313	WINE	01/15/2026	159.96	159.96	01/23/2026	
11903	MAVERICK BEVERAGE COMPA	INV1706313	FREIGHT	01/15/2026	28.00	28.00	01/23/2026	
Total MAVERICK BEVERAGE COMPANY MINNESOTA:					796.96	796.96		
MCCHESENEY HEATING & AIR								
10750	MCCHESENEY HEATING & AIR	I-12717-1	MAINTENANCE & CLEANING - 1	01/15/2026	975.00	975.00	01/23/2026	
Total MCCHESENEY HEATING & AIR:					975.00	975.00		
MCMMASTER-CARR								
11932	MCMMASTER-CARR	58780805	GRID PUMP REPAIR	01/27/2026	536.78	536.78	02/06/2026	
11932	MCMMASTER-CARR	5880013	GRID PUMP REPAIRS	01/27/2026	162.33	162.33	02/06/2026	
Total MCMMASTER-CARR:					699.11	699.11		
MENARD, INC.								
10828	MENARD, INC.	30162	WASTEWATER - SCOTT	01/15/2026	84.48	84.48	01/23/2026	
10828	MENARD, INC.	30777	TOOLS FOR PARK REPAIRS	01/26/2026	92.34	92.34	01/29/2026	
10828	MENARD, INC.	30816	WASTE WATER SUPPLIES	01/28/2026	599.82	599.82	01/29/2026	
10828	MENARD, INC.	31010	TOOLS FOR TRUCKS	01/30/2026	399.84	399.84	02/06/2026	
10828	MENARD, INC.	31181	STREETS TOOLS	02/02/2026	252.97	252.97	02/06/2026	
10828	MENARD, INC.	31439	WASTEWATER TOOLS	02/10/2026	226.91	226.91	02/11/2026	
Total MENARD, INC.:					1,656.36	1,656.36		
MN CHIEF OF POLICE ASSOC								
6052	MN CHIEF OF POLICE ASSOC	22835	2026 CHIEF ASSOCIATION DUE	01/01/2026	513.00	513.00	01/23/2026	
Total MN CHIEF OF POLICE ASSOC:					513.00	513.00		
MN COMPUTER SYSTEMS INC								
260	MN COMPUTER SYSTEMS INC	444361	LEASE - EMAIL-BASE-OVERAG	02/02/2026	77.32	77.32	02/11/2026	
Total MN COMPUTER SYSTEMS INC :					77.32	77.32		
MN DEPT OF LABOR & INDUSTRY (E-CHECK)								
2562	MN DEPT OF LABOR & INDUST	ABI0043143X	WWTP PRESSURE VESSELS &	01/13/2026	320.00	320.00	01/31/2026	
Total MN DEPT OF LABOR & INDUSTRY (E-CHECK):					320.00	320.00		
MN DEPT OF NATURAL RESOURCES								
83	MN DEPT OF NATURAL RESOU	9886LX 2009	9886LX 2009 MCKEE - BIG LAKE	01/20/2026	94.00	94.00	01/23/2026	
Total MN DEPT OF NATURAL RESOURCES:					94.00	94.00		
MN DEPT OF PUBLIC SAFETY								
1700	MN DEPT OF PUBLIC SAFETY	710190007202	WELL #3 REPORT	12/31/2025	100.00	100.00	01/29/2026	
Total MN DEPT OF PUBLIC SAFETY:					100.00	100.00		
MN DEPT OF REVENUE (E-CHECKS)								
2559	MN DEPT OF REVENUE (E-CHE	JAN 2026 SAL	GENERAL FUND 01/2026	02/10/2026	3.00	3.00	02/11/2026	
2559	MN DEPT OF REVENUE (E-CHE	JAN 2026 SAL	WATER FUND 01/2026	02/10/2026	1,486.00	1,486.00	02/11/2026	
2559	MN DEPT OF REVENUE (E-CHE	JAN 2026 SAL	LIQUOR TAX 01/2026	02/10/2026	37,656.00	37,656.00	02/11/2026	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
Total MN DEPT OF REVENUE (E-CHECKS):					39,145.00	39,145.00		
MN DEPT OF TRANSPORTATION								
10838	MN DEPT OF TRANSPORTATIO	P00020969	2025 STREET PROJECT	01/20/2026	624.49	624.49	01/29/2026	
Total MN DEPT OF TRANSPORTATION :					624.49	624.49		
MN MUNICIPAL BEVERAGE ASSOC								
7778	MN MUNICIPAL BEVERAGE ASS	ZURBEY MMB	ALL INCLUSIVE PACKAGE	02/10/2026	799.00	799.00	02/11/2026	
7778	MN MUNICIPAL BEVERAGE ASS	ZURBEY MMB	STANDARD ROOM - 4/17/26	02/10/2026	140.00	140.00	02/11/2026	
Total MN MUNICIPAL BEVERAGE ASSOC:					939.00	939.00		
MN PUBLIC FACILITIES AUTHORITY (E-CHECK)								
10482	MN PUBLIC FACILITIES AUTHO	05752 JAN 202	2009 PFA FEB 2026 PAYMENT - I	01/20/2026	44,634.86	44,634.86	01/23/2026	
10482	MN PUBLIC FACILITIES AUTHO	05752 JAN 202	2010 PFA FEB 2026 PAYMENT - I	01/20/2026	5,057.18	5,057.18	01/23/2026	
Total MN PUBLIC FACILITIES AUTHORITY (E-CHECK):					49,692.04	49,692.04		
MN SOCIETY OF CPAS								
10491	MN SOCIETY OF CPAS	415079	MNCPA DUES - DEB WEGELEB	01/14/2026	390.00	390.00	01/29/2026	
Total MN SOCIETY OF CPAS :					390.00	390.00		
MONTICELLO PRINTING								
6450	MONTICELLO PRINTING	205639	DOOR HANGERS	01/26/2026	52.33	52.33	01/29/2026	
6450	MONTICELLO PRINTING	205639	DOOR HANGERS	01/26/2026	52.33	52.33	01/29/2026	
6450	MONTICELLO PRINTING	205920	NAME PLATE - CHIEF	01/30/2026	34.00	34.00	02/06/2026	
Total MONTICELLO PRINTING:					138.66	138.66		
MOTOROLA								
10582	MOTOROLA	8282269379	2026 FORD RADIO VIN #0936	01/23/2026	5,560.80	5,560.80	01/29/2026	
Total MOTOROLA:					5,560.80	5,560.80		
MWOA								
6309	MWOA	2026001	WWTP TRAINING	01/20/2026	120.00	120.00	01/23/2026	
Total MWOA:					120.00	120.00		
NAN'S NAUGHTY AND NICE								
11856	NAN'S NAUGHTY AND NICE	1713	MIX	01/28/2026	186.00	186.00	01/29/2026	
Total NAN'S NAUGHTY AND NICE:					186.00	186.00		
NAPA AUTO PARTS								
7454	NAPA AUTO PARTS	197829	#727 REPAIRS	01/26/2026	82.68	82.68	02/06/2026	
Total NAPA AUTO PARTS :					82.68	82.68		
NORTH CENTRAL INTERNATIONAL LLC								
11925	NORTH CENTRAL INTERNATIO	X220124543:0	#105 STREET PICKUP	01/21/2026	1,034.78	1,034.78	01/23/2026	
11925	NORTH CENTRAL INTERNATIO	X220124543:0	PUMP TRUCK #105	01/15/2026	28.04	28.04	02/06/2026	
11925	NORTH CENTRAL INTERNATIO	X220124848:0	#727 STREETS	01/21/2026	35.80	35.80	02/06/2026	
11925	NORTH CENTRAL INTERNATIO	X220125007:0	SHOP MATERIALS - DIESEL FLU	01/26/2026	64.75	64.75	02/06/2026	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
11925	NORTH CENTRAL INTERNATIO	X220125375:0	VACUUM TRUCK	02/02/2026	409.84	409.84	02/06/2026	
11925	NORTH CENTRAL INTERNATIO	X220125545:0	NEW TRUCK MARKER LIGHTS	02/04/2026	175.50	175.50	02/11/2026	
11925	NORTH CENTRAL INTERNATIO	X220125730:0	WATER TRUCK LIGHTS #426	02/09/2026	39.00	39.00	02/11/2026	
Total NORTH CENTRAL INTERNATIONAL LLC:					1,787.71	1,787.71		
NORTH STAR SIGNS AND ENGRAVING								
10908	NORTH STAR SIGNS AND ENG	28640	DECALS FOR TRUCKS	01/20/2026	530.00	530.00	02/06/2026	
Total NORTH STAR SIGNS AND ENGRAVING:					530.00	530.00		
NORTHLAND OCCUPATIONAL HEALTH								
11921	NORTHLAND OCCUPATIONAL H	2577529	DOT RANDOM TESTING - MICH	02/11/2026	55.00	55.00	02/11/2026	
Total NORTHLAND OCCUPATIONAL HEALTH:					55.00	55.00		
NOTHING BUT HEMP								
11906	NOTHING BUT HEMP	5179	THC	01/21/2026	334.08	334.08	01/29/2026	
11906	NOTHING BUT HEMP	5235	THC	02/03/2026	180.00	180.00	02/06/2026	
Total NOTHING BUT HEMP:					514.08	514.08		
OPTIONS INC								
7006	OPTIONS INC	00507529	CITY HALL CLEANING JAN 2026	01/31/2026	208.00	208.00	02/11/2026	
Total OPTIONS INC:					208.00	208.00		
OREILLY AUTOMOTIVE INC								
10369	OREILLY AUTOMOTIVE INC	1532-214844	STREET PICKUP #727	01/20/2026	118.74	118.74	01/23/2026	
10369	OREILLY AUTOMOTIVE INC	1532-215033	STREET PICKUP #727	01/21/2026	12.60	12.60	01/23/2026	
10369	OREILLY AUTOMOTIVE INC	1532-215206	#732 INTAKE	01/22/2026	79.26	79.26	02/06/2026	
10369	OREILLY AUTOMOTIVE INC	1532-215299	STREET PICKUP REPAIRS	01/22/2026	102.56	102.56	02/06/2026	
10369	OREILLY AUTOMOTIVE INC	1532-216083	STREET PICKUP REPAIRS	01/27/2026	108.35	108.35	02/06/2026	
10369	OREILLY AUTOMOTIVE INC	1532-217791	SHOP SUPPLIES	02/05/2026	7.99	7.99	02/11/2026	
10369	OREILLY AUTOMOTIVE INC	1532-218466	LIGHTS FOR STREETS PICKUP	02/09/2026	47.94	47.94	02/11/2026	
Total OREILLY AUTOMOTIVE INC:					477.44	477.44		
ORKIN								
10927	ORKIN	291898404	PEST CONTROL POLICE/LIBRA	01/22/2026	180.95	180.95	02/11/2026	
Total ORKIN:					180.95	180.95		
PARKINGBOXX								
11066	PARKINGBOXX	24994	PARKING BOXX CLOUD EASE S	01/01/2026	787.50	787.50	02/06/2026	
Total PARKINGBOXX:					787.50	787.50		
PATRIOT NEWS MN								
11075	PATRIOT NEWS MN	015644	EMPLOYMENT ADVERTISING -	01/31/2026	1,708.00	1,708.00	02/06/2026	
Total PATRIOT NEWS MN :					1,708.00	1,708.00		
PAUSTIS WINE COMPANY								
1095	PAUSTIS WINE COMPANY	285442	WINE	01/15/2026	864.00	864.00	01/23/2026	
1095	PAUSTIS WINE COMPANY	285442	FRT	01/15/2026	12.00	12.00	01/23/2026	
1095	PAUSTIS WINE COMPANY	286438	WINE	01/29/2026	1,697.00	1,697.00	02/06/2026	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
1095	PAUSTIS WINE COMPANY	286438	FRT	01/29/2026	21.00	21.00	02/06/2026	
Total PAUSTIS WINE COMPANY :					2,594.00	2,594.00		
PHILLIPS WINE & SPIRITS								
7106	PHILLIPS WINE & SPIRITS	5115158	LIQUOR	01/22/2026	3,748.94	3,748.94	01/29/2026	
7106	PHILLIPS WINE & SPIRITS	5115158	MIX	01/22/2026	58.50	58.50	01/29/2026	
7106	PHILLIPS WINE & SPIRITS	5115158	FREIGHT	01/22/2026	84.95	84.95	01/29/2026	
7106	PHILLIPS WINE & SPIRITS	5115159	WINE	01/22/2026	977.09	977.09	01/29/2026	
7106	PHILLIPS WINE & SPIRITS	5115159	FREIGHT	01/22/2026	34.96	34.96	01/29/2026	
7106	PHILLIPS WINE & SPIRITS	5115160	MIX	01/22/2026	302.90	302.90	01/29/2026	
7106	PHILLIPS WINE & SPIRITS	5115160	FREIGHT	01/22/2026	9.20	9.20	01/29/2026	
7106	PHILLIPS WINE & SPIRITS	5117567	LIQUOR	01/28/2026	1,932.47	1,932.47	01/29/2026	
7106	PHILLIPS WINE & SPIRITS	5117567	FREIGHT	01/28/2026	41.40	41.40	01/29/2026	
7106	PHILLIPS WINE & SPIRITS	5117568	WINE	01/28/2026	878.10	878.10	01/29/2026	
7106	PHILLIPS WINE & SPIRITS	5117568	FREIGHT	01/28/2026	29.44	29.44	01/29/2026	
7106	PHILLIPS WINE & SPIRITS	5117569	NA WINE	01/28/2026	80.00	80.00	01/29/2026	
7106	PHILLIPS WINE & SPIRITS	5117569	FREIGHT	01/28/2026	1.84	1.84	01/29/2026	
7106	PHILLIPS WINE & SPIRITS	5117570	THC	01/28/2026	69.20	69.20	01/29/2026	
7106	PHILLIPS WINE & SPIRITS	5121475	LIQUOR	02/04/2026	3,222.36	3,222.36	02/06/2026	
7106	PHILLIPS WINE & SPIRITS	5121475	FREIGHT	02/04/2026	64.40	64.40	02/06/2026	
7106	PHILLIPS WINE & SPIRITS	5121476	WINE	02/04/2026	2,769.91	2,769.91	02/06/2026	
7106	PHILLIPS WINE & SPIRITS	5121476	FREIGHT	02/04/2026	62.56	62.56	02/06/2026	
7106	PHILLIPS WINE & SPIRITS	5121477	MIX	02/04/2026	30.80	30.80	02/06/2026	
7106	PHILLIPS WINE & SPIRITS	5121477	NA WINE	02/04/2026	198.72	198.72	02/06/2026	
7106	PHILLIPS WINE & SPIRITS	5121477	FREIGHT	02/04/2026	5.37	5.37	02/06/2026	
7106	PHILLIPS WINE & SPIRITS	5121478	THC	02/04/2026	69.20	69.20	02/06/2026	
Total PHILLIPS WINE & SPIRITS :					14,672.31	14,672.31		
PITNEY BOWES (E-CHECKS)								
7100	PITNEY BOWES (E-CHECKS)	POSTAGE 2.6.	PITNEY BOW POSTAGE 2.6.26	02/06/2026	250.00	250.00	02/11/2026	
Total PITNEY BOWES (E-CHECKS):					250.00	250.00		
PLAISTED COMPANIES INC								
7199	PLAISTED COMPANIES INC	92285	WATER MAIN BREAK - TARRYT	01/09/2026	463.20	463.20	01/23/2026	
Total PLAISTED COMPANIES INC:					463.20	463.20		
POMPS TIRE SERVICE INC								
7751	POMPS TIRE SERVICE INC	2330019141	STREET DUMP TRUCK TIRES	02/04/2026	797.59	797.59	02/11/2026	
Total POMPS TIRE SERVICE INC:					797.59	797.59		
POPP, MARIE								
11919	POPP, MARIE	EDAM CONF	EDAM CONFERENCE - TRAVEL	01/28/2026	59.45	59.45	01/29/2026	
Total POPP, MARIE:					59.45	59.45		
PRYES BREWING COMPANY, LLC								
11919	PRYES BREWING COMPANY, LL	W-114536	BEER	01/22/2026	47.34	47.34	01/29/2026	
Total PRYES BREWING COMPANY, LLC:					47.34	47.34		
QUADIENT LEASING USA INC								
11852	QUADIENT LEASING USA INC	Q2206887	2026 MARCH-MAY LEASE	01/28/2026	448.56	448.56	02/06/2026	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
Total QUADIENT LEASING USA INC:					448.56	448.56		
QUALITY FLOW SYSTEMS								
1946	QUALITY FLOW SYSTEMS	50338	GRIT PUMP	01/15/2026	28,790.00	28,790.00	01/23/2026	
1946	QUALITY FLOW SYSTEMS	50353	MAIN LS PUMP REPAIR	01/16/2026	11,920.00	11,920.00	01/23/2026	
Total QUALITY FLOW SYSTEMS :					40,710.00	40,710.00		
RED BULL DISTRIBUTION CO INC								
10905	RED BULL DISTRIBUTION CO IN	2031485392	MIX	01/14/2026	246.11	246.11	01/23/2026	
10905	RED BULL DISTRIBUTION CO IN	2031656232	MIX	01/30/2026	242.21	242.21	02/06/2026	
Total RED BULL DISTRIBUTION CO INC:					488.32	488.32		
RELIANCE STANDARD LIFE INS CO (ECHECK)								
11883	RELIANCE STANDARD LIFE INS	GL166389 FEB	CORRECTION ON JANUARY 20	02/01/2026	252.32-	252.32-	02/02/2026	
11883	RELIANCE STANDARD LIFE INS	GL166389 FEB	LIFE INS PREM ER PORTION	02/01/2026	1,314.47	1,314.47	02/02/2026	
11883	RELIANCE STANDARD LIFE INS	GL166389 FEB	LIFE INS PREM EE PORTION	02/01/2026	793.80	793.80	02/02/2026	
Total RELIANCE STANDARD LIFE INS CO (ECHECK):					1,855.95	1,855.95		
ROLLING FORKS VINEYARD								
11909	ROLLING FORKS VINEYARD	2399	WINE	01/26/2026	546.00	546.00	02/06/2026	
Total ROLLING FORKS VINEYARD:					546.00	546.00		
RUSSELL SECURITY RESOURCE INC								
7276	RUSSELL SECURITY RESOURC	A52964	LOST KEY	12/31/2025	50.00	50.00	02/06/2026	
Total RUSSELL SECURITY RESOURCE INC:					50.00	50.00		
RUTTEN, SARA								
11918	RUTTEN, SARA	FARMERS MK	EBT TOKENS	01/22/2026	20.00	20.00	01/23/2026	
11918	RUTTEN, SARA	FARMERS MK	MARKET BUCKS	01/22/2026	5.00	5.00	01/23/2026	
Total RUTTEN, SARA:					25.00	25.00		
SOUTHERN WINE & SPIRITS OF MN								
10755	SOUTHERN WINE & SPIRITS O	2714753	LIQUOR	01/15/2026	3,836.39	3,836.39	01/23/2026	
10755	SOUTHERN WINE & SPIRITS O	2714753	FREIGHT	01/15/2026	63.23	63.23	01/23/2026	
10755	SOUTHERN WINE & SPIRITS O	2714754	WINE	01/15/2026	1,347.35	1,347.35	01/23/2026	
10755	SOUTHERN WINE & SPIRITS O	2714754	FRT	01/15/2026	25.55	25.55	01/23/2026	
10755	SOUTHERN WINE & SPIRITS O	2714755	FREIGHT	01/15/2026	1.40	1.40	01/23/2026	
10755	SOUTHERN WINE & SPIRITS O	2714756	FREIGHT	01/15/2026	1.40	1.40	01/23/2026	
10755	SOUTHERN WINE & SPIRITS O	2717379	LIQUOR	01/22/2026	5,824.24	5,824.24	01/29/2026	
10755	SOUTHERN WINE & SPIRITS O	2717379	FRT	01/22/2026	54.83	54.83	01/29/2026	
10755	SOUTHERN WINE & SPIRITS O	2717380	WINE	01/22/2026	2,052.64	2,052.64	01/29/2026	
10755	SOUTHERN WINE & SPIRITS O	2717380	FRT	01/22/2026	53.20	53.20	01/29/2026	
10755	SOUTHERN WINE & SPIRITS O	2719318	LIQUOR	01/29/2026	9,033.24	9,033.24	02/06/2026	
10755	SOUTHERN WINE & SPIRITS O	2719318	FRT	01/29/2026	91.93	91.93	02/06/2026	
10755	SOUTHERN WINE & SPIRITS O	2719319	FRT	01/29/2026	2.10	2.10	02/06/2026	
10755	SOUTHERN WINE & SPIRITS O	2719320	WINE	01/29/2026	634.65	634.65	02/06/2026	
10755	SOUTHERN WINE & SPIRITS O	2719320	FREIGHT	01/29/2026	12.83	12.83	02/06/2026	
10755	SOUTHERN WINE & SPIRITS O	2719321	FREIGHT	01/29/2026	.70	.70	02/06/2026	
10755	SOUTHERN WINE & SPIRITS O	2721785	LIQUOR	02/05/2026	14,433.17	14,433.17	02/06/2026	
10755	SOUTHERN WINE & SPIRITS O	2721785	FREIGHT	02/05/2026	175.23	175.23	02/06/2026	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
10755	SOUTHERN WINE & SPIRITS O	2721786	WINE	02/05/2026	2,387.28	2,387.28	02/06/2026	
10755	SOUTHERN WINE & SPIRITS O	2721786	FREIGHT	02/05/2026	46.43	46.43	02/06/2026	
10755	SOUTHERN WINE & SPIRITS O	2721787	FREIGHT	02/05/2026	15.40	15.40	02/06/2026	
Total SOUTHERN WINE & SPIRITS OF MN:					40,093.19	40,093.19		
ST CLOUD STATE UNIVERSITY								
10365	ST CLOUD STATE UNIVERSITY	2026 MCFOA	2026 MCFOA CONFERENCE - LI	01/15/2026	395.00	395.00	01/23/2026	
Total ST CLOUD STATE UNIVERSITY:					395.00	395.00		
STAPLES ADVANTAGE								
10741	STAPLES ADVANTAGE	7673127505	FILE FOLDERS - PUBLIC WORK	01/15/2026	13.27	13.27	01/23/2026	
10741	STAPLES ADVANTAGE	7673127505	GLOSSY BROCHURE PAPER -	01/15/2026	30.74	30.74	01/23/2026	
10741	STAPLES ADVANTAGE	7673127505	PAPER/FOLDERS - ADMIN	01/15/2026	98.25	98.25	01/23/2026	
10741	STAPLES ADVANTAGE	7673563788	TONER - COUNCIL PACKETS -	01/21/2026	189.96	189.96	01/23/2026	
10741	STAPLES ADVANTAGE	7674480295	CITY HALL SUPPLIES	02/04/2026	52.97	52.97	02/06/2026	
10741	STAPLES ADVANTAGE	7674480295	CITY HALL SUPPLIES - BUILDIN	02/04/2026	8.15	8.15	02/06/2026	
10741	STAPLES ADVANTAGE	7674480295	CITY HALL SUPPLIES - MAYOR	02/04/2026	4.07	4.07	02/06/2026	
10741	STAPLES ADVANTAGE	7674480295	CITY HALL SUPPLIES - PLANNI	02/04/2026	4.07	4.07	02/06/2026	
10741	STAPLES ADVANTAGE	7674480295	CITY HALL SUPPLIES - EDA	02/04/2026	8.15	8.15	02/06/2026	
10741	STAPLES ADVANTAGE	7674480295	CITY HALL SUPPLIES - ENGINE	02/04/2026	4.07	4.07	02/06/2026	
Total STAPLES ADVANTAGE:					413.70	413.70		
STREICHERS								
4550	STREICHERS	11804326	UNIFORM & BOOTS - OLSON	01/13/2026	170.00	170.00	01/23/2026	
4550	STREICHERS	11805775	AMMO - 2026	01/20/2026	137.45	137.45	01/23/2026	
4550	STREICHERS	11805778	PATCH - TINA	01/20/2026	60.00	60.00	01/23/2026	
4550	STREICHERS	11806716	2026 AMMO	01/26/2026	1,756.52	1,756.52	01/29/2026	
4550	STREICHERS	11807433	UNIFORMS - OLSON	01/28/2026	149.96	149.96	02/06/2026	
4550	STREICHERS	11807432	BPV NAME TAG - CHAFFEE	01/28/2026	11.99	11.99	02/06/2026	
Total STREICHERS:					2,285.92	2,285.92		
SYLVA CORPORATION INC								
10922	SYLVA CORPORATION INC	93881	COMPOST SITE - FIREWOOD H	01/27/2026	100.00	100.00	02/06/2026	
10922	SYLVA CORPORATION INC	93882	COMPOST SITE-FIREWOOD HA	01/27/2026	100.00	100.00	02/06/2026	
10922	SYLVA CORPORATION INC	93883	COMPOST SITE - FIREWOOD H	01/27/2026	100.00	100.00	02/06/2026	
10922	SYLVA CORPORATION INC	93884	COMPOST SITE - FIREWOOD H	01/27/2026	100.00	100.00	02/06/2026	
10922	SYLVA CORPORATION INC	93885	COMPOST SITE - FIREWOOD H	01/27/2026	100.00	100.00	02/06/2026	
10922	SYLVA CORPORATION INC	93886	COMPOST SITE - FIREWOOD H	01/27/2026	100.00	100.00	02/06/2026	
10922	SYLVA CORPORATION INC	93887	COMPOST SITE - FIREWOOD H	01/27/2026	100.00	100.00	02/06/2026	
10922	SYLVA CORPORATION INC	93888	COMPOST SITE - FIREWOOD H	01/27/2026	100.00	100.00	02/06/2026	
10922	SYLVA CORPORATION INC	93889	COMPOST SITE - FIREWOOD H	01/27/2026	100.00	100.00	02/06/2026	
10922	SYLVA CORPORATION INC	93890	COMPOST SITE - FIREWOOD H	01/27/2026	100.00	100.00	02/06/2026	
10922	SYLVA CORPORATION INC	93891	COMPOST SITE - FIREWOOD H	01/27/2026	100.00	100.00	02/06/2026	
10922	SYLVA CORPORATION INC	93892	COMPOST SITE - FIREWOOD H	01/22/2026	100.00	100.00	02/06/2026	
10922	SYLVA CORPORATION INC	93893	COMPOST SITE - FIREWOOD H	01/22/2026	100.00	100.00	02/06/2026	
10922	SYLVA CORPORATION INC	93894	COMPOST SITE - FIREWOOD H	01/22/2026	100.00	100.00	02/06/2026	
10922	SYLVA CORPORATION INC	93895	COMPOST SITE - FIREWOOD H	01/28/2026	100.00	100.00	02/06/2026	
10922	SYLVA CORPORATION INC	93896	COMPOST SITE - FIREWOOD H	01/28/2026	100.00	100.00	02/06/2026	
10922	SYLVA CORPORATION INC	93897	COMPOST SITE - FIREWOOD H	01/28/2026	100.00	100.00	02/06/2026	
10922	SYLVA CORPORATION INC	93898	COMPOST SITE - FIREWOOD H	01/28/2026	100.00	100.00	02/06/2026	
10922	SYLVA CORPORATION INC	93899	COMPOST SITE - FIREWOOD H	01/28/2026	100.00	100.00	02/06/2026	
10922	SYLVA CORPORATION INC	93900	COMPOST SITE - FIREWOOD H	01/28/2026	100.00	100.00	02/06/2026	
10922	SYLVA CORPORATION INC	93901	COMPOST SITE - FIREWOOD H	01/28/2026	100.00	100.00	02/06/2026	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
10922	SYLVA CORPORATION INC	93902	COMPOST SITE - FIREWOOD H	01/28/2026	100.00	100.00	02/06/2026	
10922	SYLVA CORPORATION INC	93903	COMPOST SITE - FIREWOOD H	01/28/2026	100.00	100.00	02/06/2026	
10922	SYLVA CORPORATION INC	93904	COMPOST SITE - FIREWOOD H	01/28/2026	100.00	100.00	02/06/2026	
10922	SYLVA CORPORATION INC	93905	COMPOST SITE - FIREWOOD H	01/28/2026	100.00	100.00	02/06/2026	
10922	SYLVA CORPORATION INC	93906	COMPOST SITE - FIREWOOD H	01/28/2026	100.00	100.00	02/06/2026	
10922	SYLVA CORPORATION INC	93907	COMPOST SITE - FIREWOOD H	01/28/2026	100.00	100.00	02/06/2026	
10922	SYLVA CORPORATION INC	93908	COMPOST SITE - FIREWOOD H	01/28/2026	100.00	100.00	02/06/2026	
10922	SYLVA CORPORATION INC	93909	COMPOST SITE - FIREWOOD H	01/28/2026	100.00	100.00	02/06/2026	
10922	SYLVA CORPORATION INC	93910	COMPOST SITE - FIREWOOD H	01/28/2026	100.00	100.00	02/06/2026	
10922	SYLVA CORPORATION INC	93911	COMPOST SITE - FIREWOOD H	01/28/2026	100.00	100.00	02/06/2026	
10922	SYLVA CORPORATION INC	93912	COMPOST SITE - FIREWOOD H	01/29/2026	100.00	100.00	02/06/2026	
10922	SYLVA CORPORATION INC	93913	COMPOST SITE - FIREWOOD H	01/29/2026	100.00	100.00	02/06/2026	
10922	SYLVA CORPORATION INC	93922	COMPOST SITE - FIREWOOD H	01/30/2026	100.00	100.00	02/11/2026	
10922	SYLVA CORPORATION INC	93923	COMPOST SITE - FIREWOOD H	01/30/2026	100.00	100.00	02/11/2026	
10922	SYLVA CORPORATION INC	93924	COMPOST SITE - FIREWOOD H	01/30/2026	100.00	100.00	02/11/2026	
10922	SYLVA CORPORATION INC	93925	COMPOST SITE - FIREWOOD H	01/30/2026	100.00	100.00	02/11/2026	
10922	SYLVA CORPORATION INC	93938	COMPOST SITE - FIREWOOD H	02/02/2026	100.00	100.00	02/11/2026	
10922	SYLVA CORPORATION INC	93939	COMPOST SITE - FIREWOOD H	02/02/2026	100.00	100.00	02/11/2026	
10922	SYLVA CORPORATION INC	93940	COMPOST SITE - FIREWOOD H	02/02/2026	100.00	100.00	02/11/2026	
10922	SYLVA CORPORATION INC	93941	COMPOST SITE - FIREWOOD H	02/02/2026	100.00	100.00	02/11/2026	
10922	SYLVA CORPORATION INC	93954	COMPOST SITE - FIREWOOD H	02/03/2026	100.00	100.00	02/11/2026	
10922	SYLVA CORPORATION INC	93955	COMPOST SITE - FIREWOOD H	02/03/2026	100.00	100.00	02/11/2026	
10922	SYLVA CORPORATION INC	939557	COMPOST SITE - FIREWOOD H	02/03/2026	100.00	100.00	02/11/2026	
10922	SYLVA CORPORATION INC	93956	COMPOST SITE - FIREWOOD H	02/03/2026	100.00	100.00	02/11/2026	
Total SYLVA CORPORATION INC:					4,500.00	4,500.00		
THE AMERICAN BOTTLING COMPANY								
10988	THE AMERICAN BOTTLING CO	4851507899	MIX	02/03/2026	305.66	305.66	02/06/2026	
10988	THE AMERICAN BOTTLING CO	4851507899	WATER	02/03/2026	16.48	16.48	02/06/2026	
Total THE AMERICAN BOTTLING COMPANY:					322.14	322.14		
THE ARBITAGE GROUP, INC.								
11932	THE ARBITAGE GROUP, INC.	88866	2012A FINAL ARBITRAGE REPO	02/05/2026	1,000.00	1,000.00	02/11/2026	
Total THE ARBITAGE GROUP, INC.:					1,000.00	1,000.00		
THE ARBITRAGE GROUP INC								
10903	THE ARBITRAGE GROUP INC	88865	FINAL 2016C ARBITRAGE REPO	02/05/2026	1,000.00	1,000.00	02/11/2026	
Total THE ARBITRAGE GROUP INC:					1,000.00	1,000.00		
TOSHIBA FINANCIAL SERVICES - E CHECK								
11922	TOSHIBA FINANCIAL SERVICES	573526274	POLICE COPIER LEASE - FEBR	02/02/2026	155.43	155.43	02/06/2026	
Total TOSHIBA FINANCIAL SERVICES - E CHECK:					155.43	155.43		
TRANSWEST TRUCK ST. MICHAEL								
11922	TRANSWEST TRUCK ST. MICHA	093S13510	REPAIR VACUUM TRUCK #536	02/09/2026	1,823.26	1,823.26	02/11/2026	
Total TRANSWEST TRUCK ST. MICHAEL:					1,823.26	1,823.26		
US AUTOFORCE								
11928	US AUTOFORCE	INV001446362	OIL FOR SHOP	01/26/2026	338.75	338.75	02/06/2026	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
Total US AUTOFORCE:					338.75	338.75		
US BANK (E-CHECKS)								
10527	US BANK (E-CHECKS)	DEC 2025 ELE	DEC 2025 ELECTRONIC DEPOS	01/31/2026	150.88	150.88	01/31/2026	
Total US BANK (E-CHECKS):					150.88	150.88		
UTILITY CONSULTANTS								
3896	UTILITY CONSULTANTS	126769	WWTP TESTING - JAN 2026	01/29/2026	1,466.04	1,466.04	02/06/2026	
Total UTILITY CONSULTANTS:					1,466.04	1,466.04		
UV SALES LLC								
11903	UV SALES LLC	26-3782	WWTP REPLACEMENT LAMPS	01/15/2026	1,271.50	1,271.50	01/23/2026	
Total UV SALES LLC:					1,271.50	1,271.50		
VIKING COCA-COLA								
2350	VIKING COCA-COLA	3854478	MIX	01/29/2026	293.75	293.75	02/06/2026	
Total VIKING COCA-COLA:					293.75	293.75		
VINOCOPIA								
10568	VINOCOPIA	0388577-IN	WINE	01/15/2026	360.00	360.00	01/23/2026	
10568	VINOCOPIA	0388577-IN	LIQUOR	01/15/2026	108.25	108.25	01/23/2026	
10568	VINOCOPIA	0388577-IN	FREIGHT	01/15/2026	10.00	10.00	01/23/2026	
10568	VINOCOPIA	0389206-IN	WINE	01/29/2026	613.00	613.00	02/06/2026	
10568	VINOCOPIA	0389206-IN	FREIGHT	01/29/2026	14.00	14.00	02/06/2026	
Total VINOCOPIA :					1,105.25	1,105.25		
VONCO								
10454	VONCO	V2 000009063	SLUDGE HAULING - JAN 2026	01/11/2026	1,522.18	1,522.18	01/23/2026	
10454	VONCO	V2 000009074	SLUDGE HAULING	01/18/2026	3,885.47	3,885.47	01/29/2026	
10454	VONCO	V2 000009086	JAN 2026 SLUDGE HAULING	01/25/2026	583.65	583.65	02/06/2026	
10454	VONCO	V2 000009095	HAULING OF OLD PLAYGROUN	01/31/2026	307.74	307.74	02/11/2026	
Total VONCO :					6,299.04	6,299.04		
WARNING LITES								
10003	WARNING LITES	16208	STREET SUPPLIES - BARRICAD	01/14/2026	501.00	501.00	02/06/2026	
Total WARNING LITES :					501.00	501.00		
WATER CONSERVATION SERV, INC.								
10760	WATER CONSERVATION SERV,	150541	WATER MAIN BREAK - TARRYT	01/19/2026	425.84	425.84	01/23/2026	
Total WATER CONSERVATION SERV, INC.:					425.84	425.84		
WATER LABORATORIES INC								
10420	WATER LABORATORIES INC	10804	WATER TESTING - JAN 2026	02/02/2026	180.00	180.00	02/11/2026	
Total WATER LABORATORIES INC :					180.00	180.00		
WH SECURITY								
11063	WH SECURITY	150-1697-3731	POLICE/LIBRARY ALARM SERVI	02/04/2026	33.95	33.95	02/06/2026	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
11063	WH SECURITY	150-1699-5472	PW FACILITY MONITORING - FE	02/04/2026	44.90	44.90	02/06/2026	
Total WH SECURITY:					78.85	78.85		
WINDSTREAM LAKEDALE, INC								
87369	WINDSTREAM LAKEDALE, INC	091121503 FE	FEB 2026 ALARM LINE SERVICE	02/04/2026	48.19	48.19	02/11/2026	
87369	WINDSTREAM LAKEDALE, INC	091121503 FE	FEB 2026 ALARM LINE SERVICE	02/04/2026	144.29	144.29	02/11/2026	
Total WINDSTREAM LAKEDALE, INC:					192.48	192.48		
WINEBOW								
11023	WINEBOW	MN00178795	LIQUOR	01/30/2026	288.00	288.00	02/06/2026	
11023	WINEBOW	MN00178795	FRT	01/30/2026	1.00	1.00	02/06/2026	
Total WINEBOW :					289.00	289.00		
WRUCK SEWER & PORTABLE RENTALS								
10888	WRUCK SEWER & PORTABLE R	I32254	LAKESIDE PARK - JAN 2026	02/09/2026	79.00	79.00	02/11/2026	
10888	WRUCK SEWER & PORTABLE R	I32255	BOAT LANDING JAN 2026	02/09/2026	79.00	79.00	02/11/2026	
10888	WRUCK SEWER & PORTABLE R	I32256	ICE RINK JAN 2026	02/09/2026	79.00	79.00	02/11/2026	
Total WRUCK SEWER & PORTABLE RENTALS:					237.00	237.00		
XCEL ENERGY								
6950	XCEL ENERGY	960786728 DE	BLEDA/PIZZA FACTOR DEC 202	12/31/2025	486.32	486.32	01/23/2026	
6950	XCEL ENERGY	960896282 DE	303085700 CITY HALL	12/31/2025	1,136.96	1,136.96	01/23/2026	
6950	XCEL ENERGY	960896282 DE	303085700 CITY HALL SOLAR C	12/31/2025	274.53-	274.53-	01/23/2026	
6950	XCEL ENERGY	960896282 DE	303275744 CROSS WALK SIGN -	12/31/2025	17.10	17.10	01/23/2026	
6950	XCEL ENERGY	960896282 DE	303085700 CITY HALL STREET	12/31/2025	21.55	21.55	01/23/2026	
6950	XCEL ENERGY	960896282 DE	304054546 ST LIGHTS CITY HAL	12/31/2025	54.01	54.01	01/23/2026	
6950	XCEL ENERGY	960896282 DE	304166698 ST LIGHTS EAGLE L	12/31/2025	54.58	54.58	01/23/2026	
6950	XCEL ENERGY	960896282 DE	304242713 10 LAKE ST UNIT SI	12/31/2025	91.30	91.30	01/23/2026	
6950	XCEL ENERGY	960896282 DE	304242721 10 LAKE ST UNIT SI	12/31/2025	144.16	144.16	01/23/2026	
6950	XCEL ENERGY	960896282 DE	304242721 10 LAKE ST UNIT SI	12/31/2025	50.36-	50.36-	01/23/2026	
6950	XCEL ENERGY	960896282 DE	304242713 10 LAKE ST UNIT SI	12/31/2025	17.64-	17.64-	01/23/2026	
6950	XCEL ENERGY	960896282 DE	304054546 ST LIGHTS CITY HAL	12/31/2025	3.76-	3.76-	01/23/2026	
6950	XCEL ENERGY	960896282 DE	303922326 514 FOREST ROAD	12/31/2025	17.38	17.38	01/23/2026	
6950	XCEL ENERGY	960896282 DE	302963558 SKATING RINK SERV	12/31/2025	475.58	475.58	01/23/2026	
6950	XCEL ENERGY	960896282 DE	302963558 SKATING RINK SERV	12/31/2025	59.15-	59.15-	01/23/2026	
6950	XCEL ENERGY	960896282 DE	303922326 514 FOREST ROAD	12/31/2025	3.39-	3.39-	01/23/2026	
6950	XCEL ENERGY	960896282 DE	302808445 LIFT 256 CRESCENT	12/31/2025	247.51	247.51	01/23/2026	
6950	XCEL ENERGY	960896282 DE	303456004 SEWER PLANT	12/31/2025	87.26	87.26	01/23/2026	
6950	XCEL ENERGY	960896282 DE	304244893 SEWER LIFT	12/31/2025	1,777.02	1,777.02	01/23/2026	
6950	XCEL ENERGY	960896282 DE	304229382 SEWER PLANT	12/31/2025	28.59	28.59	01/23/2026	
6950	XCEL ENERGY	960896282 DE	303771827 SEWER PLANT	12/31/2025	2,874.65	2,874.65	01/23/2026	
6950	XCEL ENERGY	960896282 DE	303456004 SEWER PLANT	12/31/2025	219.34	219.34	01/23/2026	
6950	XCEL ENERGY	960896282 DE	303456004 SEWER PLANT SOL	12/31/2025	10.63-	10.63-	01/23/2026	
6950	XCEL ENERGY	960896282 DE	302808445 LIFT 256 CRESCENT	12/31/2025	46.54-	46.54-	01/23/2026	
6950	XCEL ENERGY	960896282 DE	304244893 SEWER LIFT SOLAR	12/31/2025	270.16-	270.16-	01/23/2026	
6950	XCEL ENERGY	960896282 DE	303997372 615 ROSE DRIVE SE	12/31/2025	1,345.62	1,345.62	01/23/2026	
6950	XCEL ENERGY	960896282 DE	303997372 615 ROSE DRIVE SO	12/31/2025	381.63-	381.63-	01/23/2026	
6950	XCEL ENERGY	960896282 DE	302987575 616 ROSE DRIVE	12/31/2025	88.91	88.91	01/23/2026	
6950	XCEL ENERGY	960896282 DE	303069137 PUMP HSE - 601 MIN	12/31/2025	611.74	611.74	01/23/2026	
6950	XCEL ENERGY	963335545	JAN 2026 SERVICES WELL #1	01/30/2026	534.02	534.02	02/11/2026	
6950	XCEL ENERGY	963643199	JAN 2026 STREET LIGHTS	02/03/2026	3,867.93	3,867.93	02/11/2026	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
Total XCEL ENERGY:					13,063.74	13,063.74		
ZIEGLER								
10422	ZIEGLER	IN002241570	LS 12 REPAIRS	12/31/2025	231.08	231.08	01/23/2026	
10422	ZIEGLER	IN002276507	STREET LOADER #225 REPAIR	01/31/2026	3,900.58	3,900.58	02/11/2026	
10422	ZIEGLER	IN002276611	STREET LOADER #225 REPAIR	01/31/2026	28.92	28.92	02/11/2026	
10422	ZIEGLER	IN002276977	STREET LOADER #225 REPAIR	01/31/2026	27.90	27.90	02/11/2026	
Total ZIEGLER:					4,188.48	4,188.48		
Grand Totals:					737,934.10	737,934.10		

Water Refunds

CITY OF BIG LAKE

Check Register - Summary
Report Dates: 02/01/2026 - 02/28/2026

Page: 1
Feb 11, 2026 11:57AM

Check Number	Check Issue Date	Payee	Amount
98790	02/03/2026	CASSANDRA JOHNSON	50.98
98791	02/03/2026	CLOSING HUB	143.47
98792	02/03/2026	EXECUTIVE TITLE OF MINNESOTA	176.59
98793	02/03/2026	EXECUTIVE TITLE OF MINNESOTA	16.72
98794	02/03/2026	FLEX TITLE COMPANY LLC	34.80
98795	02/03/2026	JAMIE & AMY CASTLE	86.59
98796	02/03/2026	LEGACY TITLE	42.76
98797	02/03/2026	LEGACY TITLE	25.78
98798	02/03/2026	MICHAEL & MELISSA O'NEAL	214.37
98799	02/03/2026	NORTH TITLE INC	32.70
98800	02/03/2026	REBECCA & DEAN BERZINS	66.94
98801	02/03/2026	REBECCA DONAIS	53.34
98802	02/03/2026	THE TITLE GROUP INC	54.70
98803	02/03/2026	THE TITLE GROUP INC	95.56
98804	02/03/2026	TITLESMAART INC	586.28
98805	02/03/2026	WATERMARK TITLE AGENCY	8.98
Grand Totals:			<u>1,690.56</u>

CITY OF BIG LAKE

Check Register - PAYROLL CLAIM LIST FOR APPROVAL

Page: 1

Pay Period Dates: 01/11/2026 - 01/24/2026

Feb 11, 2026 11:53AM

Report Criteria:

Includes the following check types:

Manual, Payroll, Supplemental, Transmittal, Void

Includes unprinted checks

Pay Period Date	Journal Code	Check Issue Date	Check Number	Payee	Payee ID	Description	Amount	D
01/24/2026	PC	01/28/2026	522769	ADAMSKI, TYLER JAMES	4007		2,230.82-	D
01/24/2026	PC	01/28/2026	522770	ASFELD, MICHAEL	3020		2,619.78-	D
01/24/2026	PC	01/28/2026	522771	ATKINSON, DEBRA ANN	5050		249.26-	D
01/24/2026	PC	01/28/2026	522772	BADER, RANDY	2001		2,664.23-	D
01/24/2026	PC	01/28/2026	522773	BAKER, JESSICA S	3025		1,501.06-	D
01/24/2026	PC	01/28/2026	522774	BAUTCH, GARY	2002		3,001.20-	D
01/24/2026	PC	01/28/2026	522775	BERGSTROM, TAMARA	5001		1,323.34-	D
01/24/2026	PC	01/28/2026	522776	BERNER, MICHAEL B	5041		275.03-	D
01/24/2026	PC	01/28/2026	522777	BERNER, MICHELLE A	5039		448.16-	D
01/24/2026	PC	01/28/2026	522778	BRANDT, RANDY M	2024		2,069.71-	D
01/24/2026	PC	01/28/2026	522779	CHAFFEE, GUY D	3001		3,847.56-	D
01/24/2026	PC	01/28/2026	522780	CHILDS, DANIEL M	4000		3,168.84-	D
01/24/2026	PC	01/28/2026	522781	CLARKSEAN, DONNA	6019		73.53-	D
01/24/2026	PC	01/28/2026	522782	CRUZE, SOPHIE M	5006		15.98-	D
01/24/2026	PC	01/28/2026	522783	DANIELS, SCOTT	4005		2,757.27-	D
01/24/2026	PC	01/28/2026	522784	ENEBAK, TROY M	2005		1,970.56-	D
01/24/2026	PC	01/28/2026	522785	FRECHETTE, KERI	5022		272.19-	D
01/24/2026	PC	01/28/2026	522786	GARDAS, CODY T	3029		2,732.44-	D
01/24/2026	PC	01/28/2026	522787	GEROUX, KENNETH L	6002		73.53-	D
01/24/2026	PC	01/28/2026	522788	GREENWALD, BRANDON T	2007		2,064.52-	D
01/24/2026	PC	01/28/2026	522789	HANSON, ANDREW C	3026		2,208.31-	D
01/24/2026	PC	01/28/2026	522790	HANSON, AUTUMN LYNN	3027		2,697.10-	D
01/24/2026	PC	01/28/2026	522791	HAWKINS, JULIE	3023		2,465.92-	D
01/24/2026	PC	01/28/2026	522792	HEDSTROM, NATHAN R	3028		2,282.07-	D
01/24/2026	PC	01/28/2026	522793	HEIDEMANN, ALAN P	6007		91.91-	D
01/24/2026	PC	01/28/2026	522794	HENNESSY, JOHN GORDON	5054		1,507.71-	D
01/24/2026	PC	01/28/2026	522795	HOARD, CHRIS	3004		2,905.12-	D
01/24/2026	PC	01/28/2026	522796	HOLL, AMELIA SUSAN	5052		254.74-	D
01/24/2026	PC	01/28/2026	522797	HOLL, ANNIKA NICOLE	5056		83.96-	D
01/24/2026	PC	01/28/2026	522798	HUBER, KELSEY M	5037		215.33-	D
01/24/2026	PC	01/28/2026	522799	JOHNSON, BRETT V.	2008		2,297.12-	D
01/24/2026	PC	01/28/2026	522800	KALLA, JOSEPH	3005		2,892.50-	D
01/24/2026	PC	01/28/2026	522801	KAUTZMAN, JOSEPH	4006		1,995.04-	D
01/24/2026	PC	01/28/2026	522802	KLIMMEK, JOHANNA	1003		3,937.15-	D
01/24/2026	PC	01/28/2026	522803	KNIER, PAUL A.	6008		73.53-	D
01/24/2026	PC	01/28/2026	522804	KNODLE, KRISTOPHER	6032		73.53-	D
01/24/2026	PC	01/28/2026	522805	KOHL, TARA L	1020		1,685.50-	D
01/24/2026	PC	01/28/2026	522806	KOLLAR, PHILIP	4002		2,366.68-	D
01/24/2026	PC	01/28/2026	522807	KOLLER, JOHN R	2012		2,050.36-	D
01/24/2026	PC	01/28/2026	522808	KUCALA, THOMAS D	3006		3,050.97-	D
01/24/2026	PC	01/28/2026	522809	LARSON, CAROL J.	5013		486.10-	D
01/24/2026	PC	01/28/2026	522810	LEGER, MOLLY A	5025		545.79-	D
01/24/2026	PC	01/28/2026	522811	LOGSDON, TRISTIN M	5057		730.10-	D
01/24/2026	PC	01/28/2026	522812	MATTSON, DANA A	4003		2,420.04-	D
01/24/2026	PC	01/28/2026	522813	MICHELS, NORMAN M	2010		2,809.85-	D
01/24/2026	PC	01/28/2026	522814	MILLER, LISA M	1018		2,006.99-	D
01/24/2026	PC	01/28/2026	522815	MOENING, ERIC	4004		2,628.70-	D
01/24/2026	PC	01/28/2026	522816	NORLIN, SAMUEL J	3008		2,412.58-	D
01/24/2026	PC	01/28/2026	522817	OLSON, SAMUEL D	3009		3,927.33-	D
01/24/2026	PC	01/28/2026	522818	OTTESON, LAYNE R	1007		3,425.10-	D
01/24/2026	PC	01/28/2026	522819	PARSONS, KATHRYN M	6027		69.53-	D
01/24/2026	PC	01/28/2026	522820	PETERSON, RICKY H	5031		504.44-	D

D = Direct Deposit

Report Criteria:

Includes the following check types:

Manual, Payroll, Supplemental, Transmittal, Void

Includes unprinted checks

CITY OF BIG LAKE

Check Register - PAYROLL CLAIM LIST FOR APPROVAL

Page: 1

Pay Period Dates: 01/25/2026 - 02/07/2026

Feb 11, 2026 11:55AM

Report Criteria:

Includes the following check types:

Manual, Payroll, Supplemental, Transmittal, Void

Includes unprinted checks

Pay Period Date	Journal Code	Check Issue Date	Check Number	Payee	Payee ID	Description	Amount	D
02/07/2026	PC	02/11/2026	522852	ADAMSKI, TYLER JAMES	4007		2,181.62-	D
02/07/2026	PC	02/11/2026	522853	ASFELD, MICHAEL	3020		2,304.94-	D
02/07/2026	PC	02/11/2026	522854	ATKINSON, DEBRA ANN	5050		176.67-	D
02/07/2026	PC	02/11/2026	522855	BADER, RANDY	2001		2,622.78-	D
02/07/2026	PC	02/11/2026	522856	BAKER, JESSICA S	3025		1,501.06-	D
02/07/2026	PC	02/11/2026	522857	BAUTCH, GARY	2002		2,447.62-	D
02/07/2026	PC	02/11/2026	522858	BERGSTROM, TAMARA	5001		1,311.54-	D
02/07/2026	PC	02/11/2026	522859	BERNER, MICHAEL B	5041		140.80-	D
02/07/2026	PC	02/11/2026	522860	BERNER, MICHELLE A	5039		200.63-	D
02/07/2026	PC	02/11/2026	522861	BRANDT, RANDY M	2024		2,049.75-	D
02/07/2026	PC	02/11/2026	522862	CHAFFEE, GUY D	3001		3,819.48-	D
02/07/2026	PC	02/11/2026	522863	CHILDS, DANIEL M	4000		3,168.84-	D
02/07/2026	PC	02/11/2026	522864	CREIGHTON, SCOTT	6023		22.98-	D
02/07/2026	PC	02/11/2026	522865	CRUZE, SOPHIE M	5006		41.67-	D
02/07/2026	PC	02/11/2026	522866	DANIELS, SCOTT	4005		3,069.04-	D
02/07/2026	PC	02/11/2026	522867	ENEBAK, TROY M	2005		1,929.10-	D
02/07/2026	PC	02/11/2026	522868	FINGARSON, JENNIFER S	5046		90.73-	D
02/07/2026	PC	02/11/2026	522869	FRECHETTE, KERI	5022		167.88-	D
02/07/2026	PC	02/11/2026	522870	GARDAS, CODY T	3029		2,367.17-	D
02/07/2026	PC	02/11/2026	522871	GEROUX, KENNETH L	6002		367.64-	D
02/07/2026	PC	02/11/2026	522872	GREENWALD, BRANDON T	2007		2,019.84-	D
02/07/2026	PC	02/11/2026	522873	HALVERSON, KEN	6005		355.91-	D
02/07/2026	PC	02/11/2026	522874	HANSON, ANDREW C	3026		2,131.04-	D
02/07/2026	PC	02/11/2026	522875	HANSON, AUTUMN LYNN	3027		2,311.62-	D
02/07/2026	PC	02/11/2026	522876	HANSON, KAMERON	6026		22.98-	D
02/07/2026	PC	02/11/2026	522877	HAWKINS, JULIE	3023		2,276.44-	D
02/07/2026	PC	02/11/2026	522878	HEDSTROM, NATHAN R	3028		2,209.07-	D
02/07/2026	PC	02/11/2026	522879	HENNESSY, JOHN GORDON	5054		1,507.71-	D
02/07/2026	PC	02/11/2026	522880	HOARD, CHRIS	3004		2,653.45-	D
02/07/2026	PC	02/11/2026	522881	HOLL, ANNIKA NICOLE	5056		182.59-	D
02/07/2026	PC	02/11/2026	522882	HUBER, KELSEY M	5037		266.74-	D
02/07/2026	PC	02/11/2026	522883	JOHNSON, BRETT V.	2008		2,237.76-	D
02/07/2026	PC	02/11/2026	522884	KALLA, JOSEPH	3005		2,640.85-	D
02/07/2026	PC	02/11/2026	522885	KAUTZMAN, JOSEPH	4006		2,415.15-	D
02/07/2026	PC	02/11/2026	522886	KLIMMEK, JOHANNA	1003		3,987.15-	D
02/07/2026	PC	02/11/2026	522887	KNIER, PAUL A.	6008		459.55-	D
02/07/2026	PC	02/11/2026	522888	KOHL, TARA L	1020		1,677.56-	D
02/07/2026	PC	02/11/2026	522889	KOLLAR, PHILIP	4002		2,351.77-	D
02/07/2026	PC	02/11/2026	522890	KOLLER, JOHN R	2012		2,118.16-	D
02/07/2026	PC	02/11/2026	522891	KUCALA, THOMAS D	3006		2,643.73-	D
02/07/2026	PC	02/11/2026	522892	LARSON, CAROL J.	5013		483.66-	D
02/07/2026	PC	02/11/2026	522893	LEGER, MOLLY A	5025		549.12-	D
02/07/2026	PC	02/11/2026	522894	LOGSDON, TRISTIN M	5057		682.49-	D
02/07/2026	PC	02/11/2026	522895	MATTSON, DANA A	4003		2,673.34-	D
02/07/2026	PC	02/11/2026	522896	MICHELS, NORMAN M	2010		2,859.85-	D
02/07/2026	PC	02/11/2026	522897	MILLER, LISA M	1018		2,151.10-	D
02/07/2026	PC	02/11/2026	522898	MOENING, ERIC	4004		2,719.33-	D
02/07/2026	PC	02/11/2026	522899	NODING, KIM	6010		320.62-	D
02/07/2026	PC	02/11/2026	522900	NORLIN, SAMUEL J	3008		2,009.04-	D
02/07/2026	PC	02/11/2026	522901	ODENS, LISA	6011		22.98-	D
02/07/2026	PC	02/11/2026	522902	OLSON, SAMUEL D	3009		3,927.33-	D
02/07/2026	PC	02/11/2026	522903	OTTESON, LAYNE R	1007		3,463.84-	D

D = Direct Deposit

Report Criteria:

Includes the following check types:

Manual, Payroll, Supplemental, Transmittal, Void

Includes unprinted checks



AGENDA ITEM

Big Lake City Council

Prepared By: <i>Gina Wolbeck, City Clerk</i>	Meeting Date: <i>2/18/2026</i>	<input type="checkbox"/> Regular Agenda Item <input checked="" type="checkbox"/> Consent Agenda Item	Item No. 6B
Item Description: <i>January 15, 2026 Joint City/County/Twsp/School Meeting Minutes</i>		Reviewed By: <i>Hanna Klimmek, City Administrator</i> Reviewed By: <i>N/A</i>	

ACTION REQUESTED

By approving this item on the Consent Agenda, Council would be approving the January 15, 2026 Joint City/County/Twsp/School Meeting Minutes as presented.

BACKGROUND/DISCUSSION

The January 15, 2026 Joint City/County/Twsp/School Meeting Minutes are attached for Council’s review

FINANCIAL IMPACT

N/A

STAFF RECOMMENDATION

N/A

ATTACHMENTS

Joint Meeting Minutes

**JOINT MEETING OF THE
CITY OF BIG LAKE, BIG LAKE TOWNSHIP, ORROCK TOWNSHIP, BIG LAKE SCHOOL DISTRICT,
AND THE SHERBURNE COUNTY BOARD OF COMMISSIONERS**

JANUARY 15, 2026

1. CALL TO ORDER

Mayor Knier called the meeting to order at 6:00 p.m.

2. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was recited.

3. ROLL CALL

Big Lake City Council Members present: Mayor Paul Knier, and Council Members Ken Geroux and Kim Noding.

Big Lake Township Board Members present: Supervisors Dean Brenteson, Laura Hayes and Mark Hedstrom.

Orrock Township Board Members present: Supervisor Peter Owen.

Big Lake School Board Members present: Chair Tonya Reasoner and Board Member Ashley Schabillion.

Sherburne County Commissioner present: Commissioner Raeanne Danielowski.

Staff present: City Administrator Hanna Klimmek, City Clerk Gina Wolbeck, City Engineer Layne Otteson, Acting Police Chief Sam Olson, Sherburne County Administrator Bruce Messelt, Big Lake Township Treasurer Ken Warneke and Clerk Brenda Kimberly-Maas, Big Lake School Superintendent Tim Truebenbach, Minda Anderson, Stephanie Hillman, and Terrence Zerwas.

4. PROPOSED AGENDA

Commissioner Danielowski motioned to adopt the proposed Agenda. Seconded by Council Member Noding, unanimous ayes, Agenda adopted.

5. BUSINESS

5A. Sherburne County Topics

Raeanne Danielowski discussed County activities and topics. Danielowski reviewed housing trends, transportation/land use, county road project schedules, the Sherco transition, and public and community health issues including cannabis regulations, THC edibles/drinks, tobacco/vaping products, and alcohol consumption. Bruce Messelt provided Solid Waste updates including a hard reset of all access cards in 2026. Messelt also discussed the upcoming election season, significant state and federal legislative sessions, the new economic development website/efforts, and the transition of Emergency Management/Communications.

Mayor Knier discussed costs are starting to come down and asked how someone qualifies for funds from the Local Housing Trust Fund. Danielowski responded applicants must go through the State program first and if you don't qualify that way, the County can consider gap funding that would be paid back through property tax payments. Knier acknowledged this would be a loan, not free money and Danielowski agreed it must be paid back. Messelt reviewed state funding through the Statewide Affordable Housing Act (SAHA), and noted the County has put half those funds into the trust fund and will continue to do so as funds are allocated by the State. Council Member Noding asked what the interest rate is on this type of loan, and Messelt responded he doesn't believe there is an interest rate on this type of loan.

Danielowski discussed transportation and land use, noting the Central Mississippi River Partnership (CMRP) community meeting is scheduled for March 17 at 11:30 a.m. at the Monticello Community Center. Danielowski also discussed the County's upcoming zoning ordinance review, and transportation projects on Highway 169/CR 4 in Zimmerman, and noted the number one County legislative priority is working on TH 10/CSAH 11. Bruce Messelt reviewed timelines for the TH 10/CSAH 11 project, and the river crossing project timelines, and discussed locally led MNDOT projects being considered.

Danielowski discussed the Sherco Transition, recapping Unit 2 was decommissioned in 2023, Unit 1 is expected to be decommissioned in 2026, and Unit 3 will be decommissioned in 2030. There are multiple phases of solar generation facilities, with Xcel Energy having one of the largest facilities utilizing approximately 2,500 acres of land. They are also doing a pilot project for a battery energy storage site at the Sherco site. Danielowski also discussed both Microsoft and Amazon have purchased land for potential data center sites, but those projects have been killed by the State Legislature so the land is going to probably just sit there. Danielowski also noted the County is pushing to repeal the Minnesota Nuclear Energy Moratorium as we need nuclear to complete the grid and have reliable access to energy. Messelt explained what has happened at the federal level,

is the federal administration change resulted in a not so positive look at renewables. Unfortunately Sherco is so far down the path that when they were asked to keep the plant open, it was determined it would take about \$10M to keep it as a coal plant. Messelt also noted federal solar credits are going away, which has slowed that down. At the State level, they have removed the incentive for data centers so there were about 30 projects across the state that no longer pencil out financially, explaining all four of the companies looking at Becker have walked away. Messelt also noted the issue with the nuclear energy moratorium is that the State of Minnesota has the most aggressive green energy goals in the United States, which is to be 100% carbon free by 2040, and we have the most restrictive moratorium.

Danielowski reviewed public and community health issues including cannabis, tobacco, vaping, THC edibles/drinks, and alcohol consumption. Messelt reviewed the State of Minnesota initially had said if local jurisdictions do our own regulations, they will share some of the revenue with them, and then the legislature backed out of that revenue sharing even though the County is doing all the work. We haven't had a lot of businesses come in wanting to sell cannabis yet, but we do expect it will pick up over time. The Board just finished working on tobacco ordinance updates that will address vaping products. They had a lot of their school partners approach them about issues they are finding in schools. Messelt noted the State has now said we need to take over THC edibles and drinks as well, just like they did with cannabis. Mayor Knier asked if these products will be outlawed per the Big Beautiful Bill language, and Messelt explained it will be at the federal level but is still allowed at the state level similar to marijuana. Danielowski discussed cannabis is a different product than back in the 1970's, such as in potency. Messelt also discussed the message they are getting on SNAP benefits is the feds are increasing work, but cutting back on funding, noting people will now need to be requalified twice a year instead of once a year. The feds are shifting more of the cost to counties and local agencies. The Act poses dramatic mandates with no state funding, and we are trying to get some remedy to this, but the way the Act is written it cannot be phased in and will start on January 1, 2027. The cost shifts on disability services, community corrections and courts are expected to be a \$10M next year, noting the state is trying to lower their costs by shifting the costs to local agencies.

5B. Big Lake Township Topics

Mark Hedstrom discussed the difference between a Township and a City, noting the Town Board makes a levy recommendation for township property taxes to the town residents. This recommendation is presented to the township residents at the Town Annual Meeting. It is at the Town Annual Meeting where the residents vote to set the Township's property tax levy and certify the levy amount to the County Auditor Treasurer. The electorate sets the levy, controls total spending and guides the board's budget decisions for the upcoming year. Hedstrom also discussed 2025 residential development and population statistics, reviewed the Township's 2025 estimated

net tax capacity, estimated taxable market value, and the certified 2026 levy. Hedstrom also reviewed 2025 road improvements, and right of way maintenance. Hedstrom reviewed the annual Dog Vaccination Clinic, Recycle Day, Food Shelf Food Distribution events, and the Household Hazardous Waste collection event.

Council Member Noding asked how the Township pays for their mill and overlay projects, asking if those costs come out of their levy. Hedstrom responded they budget every year and do a road tour to see which roads need to be done. Dean Brenteson discussed they budget annually for road project, and they don't do special assessments. Brenteson noted 54% of their budget is allocated for street maintenance. Mayor Knier asked if they get much push back from citizens, and Hedstrom responded the Township Board needs to justify where dollars are spent.

5C. Orrock Township Topics

Peter Owen discussed new residential construction in Orrock Township noting 14 new home building permits were issued in 2025, and their estimated population was 4,772 residents. Owen also reviewed the Township's 2026 estimated net tax capacity and taxable market value, reviewed road expenses, and the Annual Meeting Electorate where township residents approved and certified the 2026 levy in the amount of \$1,125,000. Owen also recapped activities at the annual Recycling Day event held in May.

5D. Big Lake School District Topics

Tim Truebenbach discussed the school's fiscal year runs from July 1 to June 30, noting they are in the middle of their fiscal year right now. Truebenbach provided an update on Big Lake Schools noting they have approximately 3,100 students housed in four different buildings. The school is the largest employer in the City of Big Lake with 246 licensed staff and 177 non-licensed staff. Truebenbach reviewed educational programming in the district noting the district's mission is challenge, educate, and inspire all students to reach their highest level of achievement in academics, athletics, and the arts. Truebenbach reviewed technology advances, noting they recently added cameras inside and outside, replaced wired and wireless networks, and provided refreshed I-pads to first and second graders. Truebenbach discussed the Community Education and Communications Departments and provided a facilities projects update.

Truebenbach noted the past couple of years they have held elections and unfortunately, they did not pass. From a financial perspective, they are in development of their budget right now and anticipating they will be looking at some budget reductions over the next two years. They have a policy they have to stay within which is 9% to 12% of their fund balance policy, and that means some class sizes will need to be increased as well as maybe looking at modifying and reducing

some course offerings. That is the reality of doing business, much like with all the other boards when they have budgetary issues, you have to make adjustments. With the operating levy not passing last fall, that is how they get funded, and that is how schools are a little different from other entities who have the authority to increase taxes. Truebenbach thanked all of the crews who take care of the road system which helps to keep kids safe and aids him to make thoughtful decisions on school closures due to inclement weather conditions.

Bruce Messelt asked what the secret is to passing operating and capital levies. Truebenbach responded it truly depends on the community and other entities. He understands, through no fault of a lot of people, that taxes are increasing all around, and sometimes people simply can't afford the increases. Truebenbach stated they are committed to doing what they can, and the best they can, for our students. They have gone two consecutive years of running an election and clearly, at this time, the community isn't ready for those pieces yet. They will regroup, look at their budgets, look at their needs, and will make it work as that is what they do at Big Lake Schools. Commissioner Danielowski noted she wishes people understood how complicated the schools financing is. They have many buckets of funds that have limits on what they can be used for. Truebenbach noted he has met with some community members and has spent hours talking about these kinds of things and it is really important for people to understand how school financing works. When you consider the unfunded mandates and the cost of doing business has increased, those things make it difficult. Mayor Knier asked how many referendums failed vs. succeeded across the state, and Truebenbach noted he would get that information out to the Boards. Knier noted he recalls many of them failed, and Truebenbach discussed a lot of our area schools went out. They are really active with the legislature, and School Board Member Ashley Schabilion has been active with various legislative groups. They have been down to the capital and testified a couple times last year.

Mayor Knier asked for more information on the 9% to 12% fund balance rule. Ashley Schabilion explained this rule requires the school to maintain a 9% to 12% unassigned fund balance, noting they can't spend down reserves any further than that. Knier also discussed there was a curriculum change a couple of years ago and asked if there is a way to see what kind of effect that change had. Minda Anderson discussed they do data presentations at board meeting at various times during the year, noting the school is seeing slow increases on the MCA's and standardized testing.

5E. City of Big Lake Topics

Hanna Klimmek presented the 2025 City of Big Lake Year in Review. Klimmek reviewed highlights from 2025 including strengthening existing partnerships and established new collaborations with Sherburne County, Big Lake Township, AmeriCorps Seniors RSVP program, CEDA, Marco Technologies, LLC and Main Street Family Services. The City added over \$66M in new valuation

from improvements and new construction, was called to testify in support of the Wastewater Treatment Facility Expansion project, hosted site visits for both the House and Senate Capital Investment Committees, successfully completed the 2025 Street and Utility Improvement project, and completed housekeeping amendments to the City Code. Klimmek also reviewed Lake Liquors continues to exceed budget requirement for the transfer of funds, Public Works added the Verizon mobile application to improve the City's park irrigation system and welcomed Adelyn Gosewisch as the City Council's Student Liaison. Klimmek also reviewed activities coming forward in 2026 including Captain Sam Olson assuming the role of Acting Chief of Police, the Big Lake Public Safety Facility project, redevelopment of the existing City Hall site and EDA owned building, the Wastewater Treatment Facility Expansion project, the extension of Minnesota Avenue, park redevelopment, enhanced communications/marketing, a new parking meter system at Lakeside Park, completion of the water meter exchange project, and a new Strategic Plan of the City Council. Klimmek reviewed the 2026 General Fund Budget, noting the levy was set at \$6,311,469, and the City Tax Rate is 41.06%. Klimmek noted the cost per day to provide City services based on our population estimate of 13,084 is \$1.63 per day.

Council Member Noding asked for an update on the possible relocation of the Big Lake Library. Klimmek responded the first step is for the City to request the Library to conduct a space needs study. Mark Hedstrom asked what will happen if the library doesn't move. Klimmek responded we still owe on their current building and will outright own it in full sometime next year. Bruce Messelt asked if the future redevelopment project includes the old school space, and Klimmek responded it does.

6. ADJOURN

Commissioner Danielowski motioned to adjourn the meeting at 7:34 p.m. Seconded by Supervisor Hedstrom, unanimous ayes, motion carried.

Clerk

Date Approved by the Big Lake City Council



AGENDA ITEM

Big Lake City Council

Prepared By: <i>Gina Wolbeck, City Clerk</i>	Meeting Date: <i>2/18/2026</i>	<input type="checkbox"/> Regular Agenda Item <input checked="" type="checkbox"/> Consent Agenda Item	Item No. 6C
Item Description: <i>January 21, 2026 City Council Workshop Minutes</i>		Reviewed By: <i>Hanna Klimmek, City Administrator</i> Reviewed By: <i>N/A</i>	

ACTION REQUESTED

By approving this item on the Consent Agenda, Council would be approving the January 21, 2026 City Council Workshop Minutes as presented.

BACKGROUND/DISCUSSION

The January 21, 2026 City Council Workshop Minutes are attached for Council’s review.

FINANCIAL IMPACT

N/A

STAFF RECOMMENDATION

N/A

ATTACHMENTS

Workshop Minutes

**BIG LAKE CITY COUNCIL
WORKSHOP MINUTES**

JANUARY 21, 2026

1. CALL TO ORDER

Mayor Knier called the meeting to order at 5:00 p.m.

2. ROLL CALL

Council Members present: Ken Geroux, Ken Halverson, Paul Knier, Kim Noding, and Paul Seefeld. Also present: City Administrator Hanna Klimmek, City Clerk Gina Wolbeck, Finance Director Deb Wegeleben, Community Development Director Marie Popp, City Engineer Layne Otteson, Acting Police Chief Sam Olson, Liquor Store Manager Greg Zurbey, and Water/Wastewater Superintendent Dan Childs.

3. PROPOSED AGENDA

Council Member Seefeld motioned to adopt the proposed Agenda as presented. Seconded by Council Member Noding, unanimous ayes, Agenda adopted.

4. BUSINESS

4A. Discuss Personnel Committee Recommendation for Appointment of the Chief of Police/Emergency Manager Position

Deb Wegeleben reviewed the Personnel Committee and Administrator Klimmek are recommending appointment of Captain Sam Olson as Chief of Police/Emergency Manager.

Council unanimously directed Staff to move forward with bringing the appointment of Sam Olson to the Chief of Police/Emergency Manager position, to the February 18, 2026 Council Meeting for Council consideration.

4B. Discuss DoorDash Delivery Service at Municipal Liquor Store

Greg Zurbey reviewed staff has looked into offering delivery service at the municipal liquor store several times since the pandemic. It has not looked feasible with the cost of hiring drivers, a vehicle, added insurance, and other potential costs. Since that time, the store has upgraded to an online store with City Hive, where delivery can be used within that platform. Zurbey discussed DoorDash delivery service is offering a 30-day free trial with no commission fees to start, as well as no activation or cancellation fees. DoorDash will also cover all credit card processing fees, and a free tablet to show when orders come into the store. Deb Wegeleben reviewed information obtained from the League of MN Cities Insurance Trust legal counsel Chris Smith. Zurbey discussed staff feels there will be an increase in sales and profits, with

minimal start-up costs for the City. Zurbey mentioned adjustments on markups can be made on products to ensure the relationship is profitable for the City. Zurbey also noted staff recommends entering into a contract with DoorDash if staff and the City Attorney agree this would be an appropriate move for the City.

Council Member Halverson asked how the delivery driver will monitor whether or not they are delivering to legal-aged individuals. Zurbey reviewed the drivers have to go through training and have a certain rating before they are allowed to deliver liquor products. They are required to card the recipient and document they checked identification. Halverson asked if THC products can also be delivered through this service, and Zurbey responded they can be.

Council Member Noding asked if delivery drivers have to be 21-years of age or older. Zurbey responded they do, in addition to meeting rating and training guidelines, and have four-years of service with DoorDash. Noding commented Sherburne County won't be able to do compliance checks on deliveries.

Mayor Knier asked if the City will be liable if the driver has an accident, and Zurbey responded the City will not be liable.

Noding asked if we could try this delivery service on a trial basis. Zurbey discussed if the service isn't working within the first 30 days, we wouldn't continue. Zurbey also noted if the service is not financially beneficial for the City, we will be able to cancel at any time.

Council directed Staff to continue to move forward with DoorDash as a potential delivery service at the municipal liquor store.

4C. Lake Liquor Office Space Remodel Project Discussion

Greg Zurbey discussed needed improvements in the office and breakroom spaces at Lake Liquors, noting the current design and layout does not make the best use of space or provide a private and secure location for the store manager. Currently there is one office shared by up to four full-time staff members. There is also steady traffic from staff, vendors, and customers within this one shared space. Staff has attempted to use some of the space in the breakroom, but this has proven to be inefficient as it is another multi-use space used frequently by other staff. The current office also has poor heating/cooling due to its design and location. Staff feels this project is needed for space, privacy, security, and efficiency. Zurbey reviewed staff received two quotes for this project. Quote No. 1 is \$88,800, and Quote No. 2 is \$58,679.38.

Council Member Halverson discussed the quotes are very far apart in cost, noting he is afraid the quotes aren't apples to apples and would like to confirm they were quoted the same. Council Member Noding agreed, noting we had the same problem with the Fire Department roof quotes. Zurbey discussed both contractors were provided with the same specifications. Council Member Geroux discussed in an effort to maintain separation, he did not work with the Liquor Store on this quote. He does know they did run it through their design team to come up with the best floor plan at the most economical cost, which is what they submitted. Zurbey stated both quotes are itemized. Zurbey also discussed the original quote

does indicate overnight work, which was not requested by the City.

Mayor Knier stated he has worked with this company many times, and if they feel the specifications listed in the quote are necessary, he is fine with their recommendations. Halverson discussed he doesn't have a problem with Ken Geroux Construction, he just wants the quotes to be apples to apples. Council Member Noding asked staff if the scope looks comparable in both quotes, and Zurbey responded they do look comparable, minus the one company being willing to do work overnight. Halverson noted if Council feels the quotes are comparable, he is fine with moving forward with the Ken Geroux Construction quote.

Council directed Staff to bring the \$58,679.38 quote submitted by Ken Geroux Construction to the next Council Meeting for Council consideration. Deb Wegeleben discussed Council Member Geroux will be asked to abstain from voting on the quote.

4D. Review 2026 Management Team Work Plan

Hanna Klimmek discussed staff's recommendation for the City Council to review the 2026 Management Team Work Plan, which was created for the 2026 calendar year and based on the City's Strategic Plan. The Work Plan identifies projects that go beyond the City's routine, day-to-day services. Staff believe the goals outlined in the work plan align with the City's Strategic Plan objectives. While many initiatives will be led by a single department head, most will involve multiple departments and will require time and effort from staff across the organization. Klimmek noted the work plan will be brought back to the City Council for a mid-year review during the June 17, 2026 Council Workshop. Klimmek also discussed the delivery of core services remains the City's top priority, and as a result, some goals identified in the work plan may be delayed, modified, or not initiated in 2026 due to time and capacity constraints.

Council Member Halverson asked if we have considered the compost site relocation project, asking what the expected timeframe is for that project to be discussed. Klimmek reviewed a meeting is set for next week for an initial conversation that will include engaging with Sherburne County and financing. Klimmek noted there is desire for this conversation amongst the departments.

Halverson also asked where we are at with the fuel tank project at the Public Works building. Klimmek reviewed the last discussion with Norm Michels was he has a concept plan drawing and is working with the Fire Marshall on location for a future fuel tank. Council Member Seefeld discussed it is listed on the project board. Layne Otteson noted the potential cost has created a pullback, and Klimmek discussed we need an approved concept before it comes to Council. Seefeld asked if there will be a set fee for usage, questioning if it will actually save us money. Halverson commented it could be a cost savings by having the tank at Public Works instead of having staff go to convenience stores to purchase fuel.

4E. Discuss Updating Engineering and Private Development Standards

Layne Otteson reviewed Council adopted the Private Development Standards in 2013, which provide for consistent construction of infrastructure and development as the City grows. The document includes acceptable materials, construction summaries, checklists, specifications, standard details, reference

specifications from other entities and other guidance for construction. Since its adoption, construction practices, materials and municipal operations have changed and it is time to review and update the document to be reflective of current times, although a vast majority of the document is still current. The City also reduced the zoning code by removing many items related to engineering and Public Works. Staff was directed to incorporate removed information into an engineering document. These items are typically design requirements related to platting, infrastructure construction, or impacts to Public Works operations. At this time, staff is considering consolidating development standards and the engineering standards into one document, with the goal being to provide efficient and clear direction to engineers, developers, property owners, and contractors. The completion of this new document would be a collaboration between the City Engineer and the City's consultant engineering company. The consultant will provide an engineering technician who will revise the detailed drawings and create new details as directed by the City Engineer. The estimated cost for the project is \$10,000 to \$15,000 and would be funded from the general fund.

Council Member Geroux discussed the need to get the updates completed, noting we have already invested in the code revision, and it makes sense to implement these two documents into one. Mayor Knier discussed it will make it easier for builders and contractors to have clear policies in place.

Council directed the City Engineer to move forward with updating the Private Development Standards with engineering/zoning information.

5. OTHER

Council Member Halverson discussed we have a lot of money in investments that are earning less than 1% in interest, and asked if we should have a policy that if the interest rate is under a certain percent it should only be locked in for a shorter period of time and then be re-evaluated. Paperwork from 2021 shows we have locked things in for a number of years for less than 1%, and Mayor Knier clarified these are all coming due this year.

Mayor Knier discussed sometimes it is the right thing to do to lock in a rate. Wegeleben discussed we did add in language to the financial policy that we can swap it, so we already have that ability. Knier asked what our current policy is that requires us to invest this or is it at the Finance Director's discretion. Wegeleben responded it is just whatever the investment rate is out there and is at the discretion and advice of the financial advisor. Knier noted there isn't anything that says we have to do anything, and that we can make the decision. Halverson stated it is in the best interest to the taxpayers to invest it. Knier discussed the wisdom of locking something in saying you can't do this, when right now we have the freedom to do anything. On the other hand, no one can predict the future regarding interest rates. Halverson discussed the answer to it is, for the next finance person coming in, it would give them a platform. Wegeleben discussed she believes we are going to look at the financial policy as there are some things that need to be reviewed, and the finance committee can look at language regarding this. Wegeleben noted we did add language in that we can take a small penalty to move funds if it's in the best interest of the City.

6. ADJOURN

Council Member Seefeld motioned to adjourn at 5:37 p.m. Seconded by Council Member Noding unanimous ayes, motion carried.

City Clerk

Date Approved by Council



AGENDA ITEM

Big Lake City Council

Prepared By: <i>Gina Wolbeck, City Clerk</i>	Meeting Date: <i>2/18/2026</i>	<input type="checkbox"/> Regular Agenda Item <input checked="" type="checkbox"/> Consent Agenda Item	Item No. 6D
Item Description: <i>January 21, 2026 City Council Regular Meeting Minutes</i>		Reviewed By: <i>Hanna Klimmek, City Administrator</i>	
		Reviewed By: <i>N/A</i>	

ACTION REQUESTED

By approving this item on the Consent Agenda, Council would be approving the January 21, 2026 City Council Regular Meeting Minutes as presented.

BACKGROUND/DISCUSSION

The January 21, 2026 City Council Regular Meeting Minutes are attached for Council’s review.

FINANCIAL IMPACT

N/A

STAFF RECOMMENDATION

N/A

ATTACHMENTS

Regular Meeting Minutes

**BIG LAKE CITY COUNCIL
REGULAR MEETING MINUTES
JANUARY 21, 2026**

1. CALL TO ORDER

Mayor Paul Knier called the meeting to order at 6:30 p.m.

2. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was recited.

3. ROLL CALL

Council Members present: Ken Geroux, Ken Halverson, Paul Knier, Kim Noding, and Paul Seefeld. Also present: City Administrator Hanna Klimmek, City Clerk Gina Wolbeck, Finance Director Deb Wegeleben, City Engineer Layne Otteson, Community Development Director Marie Popp, Acting Police Chief Sam Olson, and Big Lake Student Liaison Adelyn Gosewisch.

Mayor Knier gave an invocation to start the meeting off.

4. OPEN FORUM

Mayor Knier opened the Open Forum at 6:31 p.m.

Dave Nelson, 20473 Junegrass Drive – Introduced himself as the President of the Becker/Big Lake Ice Association. Nelson noted he isn't at the meeting to talk about hockey, he is here as a citizen of Big Lake and a parent. His family moved to Big Lake in 2017 believing it would be a great place to grow and raise their children. Since then he has coached multiple sports, served on youth sports association boards, attended school and city board meetings and participated in numerous community events. After 8 years here, one thing has remained the same, families who want the best for their kids are leaving, whether it is for better schools, better sports, or both. This city has so much potential, our parks are beautiful, the lakes are fantastic, and the small business owners are incredible people who care deeply about this community's success. Big Lake should be a place people want to move to, not away from. Currently, the Council plans to pass a \$35M Bond for City Hall, Police Station and Library, raising our taxes by 20% within two years without meaningful taxpayer input. He dislikes taxes as much as anyone, but he is far more willing to support them if

they help our community thrive and if they strengthen local businesses, and help our kids grow academically, physically and emotionally. If they give the community pride besides gas stations, banks, and storage units. He understands the importance of land value and infrastructure, but why can't we invest in a field house, ice arena, or a community center that includes these amenities, noting it probably wouldn't cost much more than the \$35M Bond being proposed. Nelson stated we don't need a Taj Mahal, we can do something that help's the city's future. This would benefit so many and it is sad it wasn't even considered or seriously looked into. Instead, we are going to overpay for something that isn't going to fix a major problem this city is facing. For those who oppose the taxes because they don't have kids or believe it doesn't affect them, he asked who paid for things in the community when they were kids. Whether we like it or not, that is how society works. Investing in the future benefits everyone. You don't just pay for what helps you, you pay for what helps your community grow. Big Lake is no longer a small town whether we like it or not. We either grow and succeed, or we keep applying bandaids and scraping by. Families who want excellence shouldn't be the ones who are leaving. Nelson noted he grew up in a city where sports teams went to state tournaments and families filled the stands whether they had children playing or not. It was something to be proud of. Ask your neighboring cities what that means to them. Sadly, some of their success comes from kids who live here but play elsewhere. Youth sports builds communities. Families move to cities for strong programs which increases school enrollment and strengthens education. Nelson stated this message is for everyone in the room and anyone who influences Big Lake's future, noting our priorities are misplaced. Right now this city strives for mediocrity which should never be the goal. Unless something changes, school enrollment will continue to decline, quality families will keep leaving, and Big Lake will remain stuck in a downward trend. We have businesses that are struggling to stay open. Right now is our opportunity to do something that will truly benefit the city's future. He asked the city to reconsider what they are doing. Our residents and business owners deserve better, and most of all our kids deserve better.

No one else came forward. Mayor Knier closed the Open Forum at 6:34 p.m.

5. PROPOSED AGENDA

Council Member Noding motioned to adopt the proposed Agenda as presented. Seconded by Council Member Geroux, unanimous ayes, Agenda adopted.

6. CONSENT AGENDA

Council Member Geroux motioned to approve the Consent agenda as presented. Seconded by Council Member Seefeld, unanimous ayes, Consent Agenda approved. The Consent Agenda consisted of: 6A. Approve List of Claims, 6B. Approve Council Workshop Minutes of December 10, 2025, 6C. Approve Regular Council Meeting Minutes of December 10, 2025, 6D. Approve Special Council Meeting Minutes of January 12, 2026, 6E. Approve City Computer, Social Media, and Device Policies, 6F. Approve 2026

AIS Watercraft Inspection Agreement with WaterGuards, LLC, 6G. Accept Resignation of Chief of Police John Kaczmarek, 6H. Approve Lift Station No. 6 Quote from Total Control Systems, Inc., 6I. Approve 2026 Planning Commission and BLEDA Officer Appointments, 6J. Accept Project and Approve Final Payment for the 2024 Street and Utility Improvement Project No. ST2024-1, 6K. Approve Resolution No. 2026-02 Accepting 2025 Donations, and 6L. Approve Resolution No. 2026-03 approving the Cobblestone Second Addition Final Plat and Development Agreement.

7. BUSINESS

7A. Issuance and Sale of Big Lake Economic Development Authority (BLEDA) Lease Revenue Bonds, Series 2026A, and Authorize Execution and Delivery of a Lease Agreement with BLEDA

Tammy Omdahl from Northland Securities presented information on the issuance and sale of Big Lake Economic Development Authority Lease Revenue Bonds, Series 2026A. Proceeds from the Bonds will be used to finance the construction of a new municipal building to be used as a city hall, police facility and possibly a library, to be leased by the City of Big Lake from the Big Lake Economic Development Authority (EDA) and to pay costs associated with the issuance of the Bonds. Omdahl reviewed the finance plan, explaining the Bonds have been structured to result in lower payments of approximately \$1,873,000 over the first five years, followed by relatively level annual debt service payments of approximately \$2,793,000 over the remaining 20 years. The sole security will be from rental payments from the City to the EDA. Omdahl also reviewed the redemption period for the Bonds, noting the Bonds are callable on February 1, 2033. The EDA or the City may elect to refinance the Bonds prior to the call date by issuing taxable advance refunding bonds, all pursuant to statutory requirements. The EDA or the City may elect to refinance the Bonds by issuing tax exempt refunding bonds, all pursuant to statutory requirements, as early as 90 days prior to the call date or anytime thereafter. The Bonds were underwritten by Northland Securities, Inc. The S&P rating assigned its "AA-" to the Bonds and affirmed its "AA" rating on the City of Big Lake's general obligation debt outstanding. The S&P affirmation of the City's rating reflects their view of the combination of the City's ongoing maintenance of extremely strong available reserves, strong growth in the City's economic base, market value in particular, and the adoption of the most robust financial policies and practices, which reflects a "strong" Financial Management Assessment and very strong overall management. The final maturity date is February 1, 2052.

Mayor Knier discussed the AA- bond rating, asking what level that is at. Omdahl explained it is one notch below the City's rating of AA. The difference is because there isn't a general obligation pledge. This is very common in what they see for Lease Revenue Bonds, especially for essential facilities. Knier asked what it takes a city to get to a higher rating, and Omdahl responded getting to a AAA rating would require an increase in the level of reserves the city maintains. Omdahl encouraged the Council to read the rating report provided.

Council Member Halverson asked if the difference in the City and EDA ratings is why we are paying \$2M more in interest. Omdahl reviewed a Lease Revenue Bond without the general obligation pledge performs similar to what we saw in the market yesterday for a AA rating, and that has to do with the credit and that this is for an essential facility. An investor's view is it is less likely a city would choose not to appropriate to make payments on those bonds because it is for a city hall and police station which are regarded as essential facilities. Halverson asked if we are paying a higher interest rate because we are going through BLEDA as a Lease Revenue Bond than if we would be going through a CIP through the City. Omdahl responded that is generally correct, but a comparable sale from yesterday rated at the AA, that this price without that GO pledge that CIP bonds would have had, is similar to that issuance from yesterday. In general, when there is that full faith credit pledge, the interest you pay on those bonds is typically less.

Council Member Noding noted it was mentioned the interest rates could be renegotiated before the call date. If it can be renegotiated, what would be advantageous to do that and how often is this looked at and evaluated to see if it would be worth it and what will it cost. Omdahl discussed if Council approves these bonds tonight, these bonds are sold so there isn't a renegotiating of these bonds. What she referenced earlier is there is the ability if interest rates were to drop to a point where it made financial sense, the City or the EDA can determine to issue new bonds to refund the current bonds to pay off the remaining principal in order to achieve a lower overall interest rate. This is reviewed quarterly with the City's existing debt to see if there are any opportunities for refunding savings. The city would have this opportunity if it is more than 90 days before the call date, which would be February 1, 2033 and it would have to be a taxable advance refunding under federal law, but if it is within that 90 days then it could be tax exempt. Knier discussed if we are going to do it prior to nine years, you have to do it with taxable bonds, which generally have a higher interest rate than municipal bonds which we have now. The chances of that happening would be pretty small. At nine years, you can do it with municipal bonds if the interest rates are lower at that time. Omdahl noted it is less likely, but there have been periods of times, including within the last decade, where taxable rates had fallen, that many cities in Minnesota including in Big Lake, did issue taxable bonds to refinance tax exempt bonds. It would solely depend on market conditions and whether or not those savings would be there.

Council Member Geroux motioned to approve Resolution No. 2026-04 approving the issuance by the Big Lake Economic Development Authority, Minnesota of its \$35,380,000 Lease Revenue Bonds, Series 2026A (City of Big Lake, Minnesota lease with option to purchase project) and authorizing the execution and delivery of a Lease Agreement and Continuing Disclosure Undertaking. Seconded by Council Member Seefeld. Mayor Knier asked for any further discussion.

Council Member Halverson stated he is kind of depressed about this \$35M Bond. He is depressed the City is financing \$1.6M into this Bond to pay for the first interest payment in 2027 because he thinks it is a misjustice to the taxpayers because we finance the \$1.6M into it which means the

taxpayers are paying interest on it but as we get farther down in the meeting, we are going to talk about how we are going to pay cash for a road that will go across private property. He stated that yes, the landowners are going to pay back the money, but he would have rather borrowed it on a ten-year deal for the road than a 20-year deal on this Bond and the taxpayers have to pay 4.68% for 20-years on the same \$1.6M. He is pretty depressed we didn't take our cash and use it on this \$1.6M and finance that on a ten-year deal and save the taxpayers money.

Motion passed with a vote of 4:1 with Council Members Geroux, Knier, Noding and Seefeld voting aye, and Council Member Halverson voting against. Motion carried.

7B. Request Great River Regional Library to Conduct a Space Needs Assessment

Hanna Klimmek reviewed the possibility of the Big Lake Library relocating to the future Public Safety Facility. The first step in determining the need for this relocation is for the City to request the Great River Regional Library to conduct a space needs assessment for newly constructed space within the Big Lake Public Safety Facility. The assessment will evaluate whether the space could appropriately support future library services based on demonstrated community need, operational sustainability, and fiscal responsibility. The results will be reviewed by the Public Building Planning Committee before any decisions are made regarding the future use of the space.

Council Member Seefeld motioned to approve Resolution No. 2026-05 requesting the Great River Regional Library conduct a space needs assessment for newly constructed space within the Big Lake Public Safety Facility. Seconded by Council Member Halverson, unanimous ayes, motion carried.

7C. CMAR Contract with Bradbury Stamm Update

Hanna Klimmek reviewed, during the September 24, 2025 Council Workshop, the City Council provided consensus in support of the Public Building Planning Committee's recommendation to move forward with a Construction Manager at Risk (CMAR) delivery method for the Big Lake Public Safety Facility Project. Since that time, the Public Building Planning Committee has completed the following, which complies with state statute for a CMAR delivery method: 1. Prepared and issued a Request for Qualifications (RFQ) solicitation for entities interested in performing as CMAR for the Project, 2. Reviewed, evaluated, and ranked all RFQ responses, 3. Determined a shortlist of RFQ respondents to be invited to submit a response to a Request for Proposal (RFP), 4. Prepared and issued the RFP to the shortlisted respondents, 5. Reviewed, evaluated, and ranked all RFP responses and interviewed respondents, and 6. Selected Bradbury Stamm Construction as the CMAR. Klimmek discussed the City Attorney is currently reviewing all legal documents associated with the CMAR Agreement, noting this Agreement, along with all supporting documents, will be included on the February 18, 2026 City Council meeting agenda.

7D. Concept Plan Review for Parcel No.'s 10-00122-1115, 10-00122-1117, and 10-00122-1116

Kendra Lindahl reviewed the Concept Plan application submitted by Mary Christenson, of MC Land Holdings, LLC, for a residential Shoreland PUD development on 50-acres consisting on three existing lots located in Big Lake Township. The property is located north of the Hudson Woods housing development across 201st Avenue NW. The applicant has also submitted a partial annexation request which will be considered by the City Council at their meeting on March 18, 2026. Lindahl reviewed annexation will be required prior to any development application on this site. The existing properties are currently farmed on the south side of the properties and wooded along the Elk River. There are structures on the site, and the applicant has indicated the eastern home would be preserved as part of the plat on Lot 24, Block 1. The parcels are split by the Elk River, and most of the 8-acre portion north of the river is within the shoreland overlay and shown as an undeveloped outlot in the proposed concept.

Lindahl noted the Planning Commission reviewed this item at their January 5, 2026 meeting, and a representative of the applicant spoke at the meeting. The applicant indicated they intend to comply with the R-1 zoning standards following clarification that both the R-1 standards and the shoreland standards do apply to the lots within the shoreland. The applicant also clarified they will develop the property and sell lots to builders for custom homes. The Planning Commission discussed there is no need for a mid-block pedestrian connection for the site (as required on blocks more than 900 feet long) and they were generally supportive of the concept overall.

The subject application is for a residential development concept with 79 single family home lots on varying lot widths (70 feet to 80 +/- feet) and ranging from 10,178 sq. ft. to 83,952 sq. ft. in size. Of those 79 lots, 15 lots are shown as abutting up to the Elk River. The proposed gross density of the development is approximately 2.45 units per acre. The existing 20-acre area is currently two farmsteads and farmland. There are two homes across the three lots on the site. There is a larger wooded area and some wetlands present on site. The applicant will need to request a rezoning as a part of any development application on the site. No development would be approved or processed by the City until the annexation has been completed. Development applications will be required from the applicant, including 1. Annexation into the City of Big Lake, 2. A Comprehensive Plan Amendment for the area currently guided "Agriculture and Semi-Rural Housing" to "Low Density Housing", which anticipates 2.5 to 4 housing units per gross acre, 3. Rezoning from "Agriculture" to either R-1 or R-2 following annexation, 4. Preliminary Plat, and 5. Final Plat. Lindahl reiterated the annexation must receive approval before the other applications. The Comprehensive Plan Amendment, Preliminary Plat and rezoning may be processed together, and if approved, the applicant could proceed with the Final Plat.

Council Member Halverson asked if this is a developer driven project and questioned which builder the lots will be sold to.

Todd Christenson, representing MC Land Holdings, discussed they have riparian rights with river frontage, noting this is a large project that is based on tiering. He noted they haven't done a lot of engineering on the project yet other than ponding in the center, which they understand will lose some lots to. They thought it would be better to go with larger lots, with some affordable housing, which is dependent on City fees. They anticipate construction of housing will start at \$375,000 to \$475,000, with the pricing becoming more expensive along the river. They mostly work with local builders to get customized homes that have protective covenants to have a nicer looking subdivision.

7E. Receive Preliminary Engineering Report and Call for a Public Hearing for the 2026 Street and Utility Improvement Project No. ST2026-1

Layne Otteson reviewed the Preliminary Engineering Report for the 2026 Street and Utility Improvement Project No. ST2026-1, which includes segments on 172nd Street from US 10 to Prairie Drive, Minnesota Avenue 300 feet west of CR 43 to CR 43, County Road 43 to 180th Street, and 176th Street to 177th Street. Five open houses were held where comment was received from residents. Four residents from 172nd Street and none from the areas adjacent to Minnesota Avenue attended the open houses. Two of the four were from properties within the corporate limits of the City. Also, in attendance were several Township Supervisors. Residents were most interested in assessment cost, yard impacts and timing of the work, and all attendees concurred the street is in rough shape. Otteson discussed the projected cost of the improvements is estimated at \$1.96M and will be partially supported by special assessments of approximately \$1.776M as well as possible funding from the Local Road Improvement Program (LRIP) and reimbursement from Big Lake Township in the amount of \$90,000 for their portion of the 172nd Street construction. The remaining balance would be funded from CIP Fund 196, which is supported by annual transfers and assessment repayments. Otteson noted if successful, the LRIP grant will cover all construction costs except watermain and sanitary sewer. The results of the LRIP grant will likely be revealed after the Public Hearing. The current fund balance of CIP Fund 196 cannot meet the cost obligation of the full length of Minnesota Avenue across the field, without the LRIP grant. If funding from the State is unsuccessful, Council can then reduce the scope to match funding availability. Staff would bring back a reduced scope for the Minnesota Avenue Extension to construct the western 500-foot segment required for the future Public Safety Facility. This scope reduction would reduce the cost and maintain a CIP Fund 196 balance. Removing a portion of the proposed project at a later date does not impact schedule of the Chapter 429 process but does require Council action and notification to affected properties. Otteson noted the adjacent property owner on the west side of CR 43 has petitioned the City to construct the full segment of this section of Minnesota Avenue and assess per State Statute Chapter 429.

Otteson reviewed Big Lake Township approached the City to consider a joint project as both City

and Township have corporate limits that share the segment. The City corporate limits border about 41% of the 1,050-foot-long street under consideration on 172nd Street. The street has substandard lane widths of 11' feet and pedestrians walk along the edge. Several areas are found to have poor drainage and trees/shrubs within the right of way. The street pavement is observed to be in generally poor condition with a low rating. The street will have a full depth reclamation, 2' widening (12' lanes), shouldering, new four-inch asphalt pavement, tree removal and minor grading in boulevards. This process will likely produce excess reclaim material that can be reused for base construction onsite and elsewhere. This will require a Joint Powers Agreement addressing responsibilities, cost share and reimbursement procedures. The total cost of construction and engineering is estimated to be \$160,000 and the City portion is approximately \$70,000. Otteson stated staff finds the work to be cost-effective and recommends moving forward with design and agreement.

Mayor Knier asked when we will find out whether we are successful on the LRIP grant application or not, and Otteson responded the State of MN has indicated awards will be known sometime in late March.

Council Member Noding asked what our chances are for being awarded funds from the LRIP grant program. The State has identified approximately \$47M to compete for. 230 applications were submitted to get a piece of that funding. The average cost of each application is \$1.5M. This will fund about 30 out of the 230 applications, which amounts to a 1 in 8 odds of being awarded funding. Otteson noted our application has some critical components that should score better, including building a connector road between an industrial area and a school area, as well as a newer school that was built out here. Otteson was also able to talk to a MNDOT District Engineer, who provided a letter of support as it provides safety by removing traffic from US Highway 10. Those three or four points might give us a leg up from other projects. We will be competing with other projects that might have a little more bedazzle than we have, so when we compete for grants, we really have to do a good job of turning over every leaf of benefit and share that with the State to score more points. Noding asked if this is an all or nothing grant, and Otteson indicated it is.

Council Member Seefeld stated he is not a fan of option B due to accidents near the Industrial Park. Seefeld asked if it would be possible to just grade it and have a dirt connection if we don't get awarded the LRIP funding. Otteson responded if Council directs staff to build a section of the road to a rural standard that is not within our engineering standards, we will do that.

Council Member Halverson discussed everyone talks about there being two accidents out there, but look at the airport road, noting there are stop lights at this intersection and we still have accidents at this intersection. He isn't downplaying the accidents at the Industrial Park, but if we have stop lights at 10/81 and continue to have accidents each year, putting in stop lights isn't

always the way to fix driver habits. Seefeld commented we know we have MNDOT's j-turn plan in the future so we won't have stoplights in the future, but an emergency access in this area would benefit the Industrial Park which will allow for a faster response from emergency services. All of these reasons come into why he wants Minnesota Avenue completed. Mayor Knier agreed there are many reasons to have it there, especially by taking some traffic off Highway 10 which will be a good thing. There are lots of reasons to finish Minnesota Avenue, but we have to be able to pay for it. Let's hope and pray we get the grant.

Council Member Noding asked if we can allow for a gravel material to be used as a stop gap until we can reapply for the next round of LRIP grant funds. Council Member Halverson stated the landowner would need to authorize this. Otteson discussed there is a right of way across the field that the City owns, so putting in a gravel road built to township standards would be allowed. Otteson also noted Big Lake Township does not have any gravel roads in their jurisdiction.

Mayor Knier noted the project area is subject to 429 assessments so we will eventually get a majority of the cost back from Minnesota Avenue through assessment payments or sold properties.

Council Member Seefeld motioned to approve Resolution No. 2026-06 receiving the Preliminary Engineering Report and Calling for a Public Hearing for the 2026 Street and Utility Improvement Project No. ST2026-1 on February 18, 2026 at 6:30 pm. Seconded by Council Member Noding, unanimous ayes, motion carried.

7F. City Personnel Policy Amendments

Deb Wegeleben reviewed needed Personnel Policy changes due to changes in MN State Law. Currently there has been changes to the Earned Sick and Safe Leave, Minnesota Paid Leave Program, and meal breaks, which the City needs to amend the Personnel Policy to be in compliance. In addition, staff brought forward to the Council during the November workshop other staff-recommended clarifications or improvements to the policy. Wegeleben discussed the consensus of the Council at the December 2025 workshop was to leave the weapons section of the City Personnel Policy as it is currently written.

Council Member Halverson motioned to approve amendments to the City of Big Lake Personnel Policy. Seconded by Council Member Geroux. Mayor Knier asked for any further discussion.

Council Member Seefeld noted we are keeping the dangerous weapon language, and he is convicted that he thinks anyone should have the right to carry a firearm under the Second Amendment, but all with all the work we have done and the great discussions we have had, he will be voting for our policies, but he just wanted this to be on the record.

Motion passed with a unanimous vote. Motion carried.

8. ADMINISTRATOR'S REPORT

City Administrator Hanna Klimmek discussed as of January 5th, the Northstar Commuter Rail was suspended, and a replacement and enhanced bus service was implemented. Klimmek noted it sounds like there will be no changes to the Big Lake station platform as it's in the BNSF Main Line Right-of-Way. Klimmek also discussed Marie Popp, Community Development Director, will be representing Big Lake during the Economic Development Association of MN's Winter Conference this week, and Mayor Knier will be presenting a State of the City at the Chamber Membership Meeting on January 27. Klimmek reviewed staff will be going to the annual Ehler's Public Finance Seminar, which is scheduled for February 4th through the 6th. Klimmek recognized Police Officer Chris Hoard who is celebrating 20 years of service within the Big Lake Police Department. Klimmek thanked him for his dedication to public safety and to the residents of Big Lake.

Council Member Halverson asked, now that the train has stopped, will the city get the vacated parking lot or the lot by Casey's. Klimmek explained Met Council is working with Metro Transit on an agreement to convey the parking lot from Met Council to Metro Transit. The parking lot by Casey's is owned by Sherburne County.

9. MAYOR & COUNCIL REPORTS and QUESTIONS/COMMENTS

Mayor Knier: reviewed the recent Fire Board and BLEDA meetings, as well as the annual Joint City/County/Township/School meeting held on January 15. Mayor Knier stated he left that meeting feeling we are in a strong position in the region.

Council Member Geroux: discussed the January BLEDA Meeting.

Council Member Halverson: reviewed the January BLBYR Meeting.

Council Member Noding: discussed the BLCLA Meeting and the January Fire Board Meeting.

Council Member Seefeld: reviewed the January Planning Commission Meeting.

10. OTHER – No other.

11. ADJOURN

Council Member Seefeld motioned to adjourn at 7:37p.m. Seconded by Council Member Noding, unanimous ayes, motion carried.

Clerk

Date Approved by Council _____



AGENDA ITEM

Big Lake City Council

Prepared By: Corrie Scott, Recreation and Communication Coordinator	Meeting Date: 2/18/2026	<input type="checkbox"/> Regular Agenda Item <input checked="" type="checkbox"/> Consent Agenda Item	Item No. 6E
Item Description: Midwest Sound and Stage, Inc. Stage Rental Agreement for 2026 Music in the Park	Reviewed By: Norm Michels, Streets, Parks, and Fleet Superintendent Reviewed By: Deb Wegeleben, Finance Director		

ACTION REQUESTED

By approving this item on the Consent Agenda, Council would be approving the Midwest Sound and Stage, Inc. Stage Rental Agreement for 2026 Music in the Park.

BACKGROUND/DISCUSSION

Big Lake’s Music in the Park free concert series is held on select Thursday evenings during the months of June-August and features a wide variety of live music at Lakeside Park. Staff would like to continue their partnership with Midwest Sound and Stage regarding stage setup in 2026. The cost for this service is covered by a variety of generous donations from community partners and local businesses. The attached Stage Rental Agreement has been reviewed by the City’s attorney in 2021 and there have been no changes this year. In order to offer the Music in the Park program, Council will need to review and approve of the attached Midwest Sound and Stage, Inc. Stage Rental Agreement.

FINANCIAL IMPACT

\$5,850 from the Music in the Park budget.

STAFF RECOMMENDATION

Approve Midwest Sound and Stage, Inc. Stage Rental Agreement for 2026 Music in the Park.

ATTACHMENTS

Midwest Sound and Stage, Inc. Stage Rental Agreement

MIDWEST SOUND AND STAGE, INC. EQUIPMENT RENTAL AGREEMENT

This Equipment Rental Agreement ("Agreement") is effective as of the date of last signature, and is made between Midwest Sound and Stage, Inc. a "S" corporation organized under the laws of Minnesota, USA, with offices at 8959 165th Ave. ("Owner"), City of Big Lake 160 Lake Street N Big Lake, MN 55309 "Music in the Park" ("Renter"). Owner and Renter are hereinafter collectively referred to as "Parties".

Owner rents to Renter and Renter rents from Owner, subject to the terms and conditions of this Agreement:

Stage ("Equipment").

1. Term. This Agreement shall commence on the Effective Date and remain in full force and effect until Equipment is returned to Owner. Owner shall rent the Equipment on June 4, 11, 18 July 2, 9, 16, 23, 30, August 6, 2026, unless terminated earlier consistent with the terms herein. Owner will pick up equipment after each event.

2. Payment. Renter shall pay the following:

Invoice#1759 which states non-refundable down payment of \$2,925.00 is due no later than May 1, 2026 with remaining balance of invoice paid out at each weeks stage set up in the amount of \$325.00 per week for the 9 weeks.

Renter shall also pay other charges in accordance with this Agreement due upon return of Equipment, to the fullest extent allowed by law, including but not limited to:

- a) charges for optional services, if any;
- b) applicable taxes;
- c) loss of, or damage or repair to the Equipment, loss of use, diminution of the Equipment's value caused by damage to it or repair to it, and costs to enforce such charges including administrative fees for processing the claim and legal expenses;
- d) unless due to the fault of Owner, all fines, penalties, court costs and other expenses relating to the Equipment assessed against Owner or the Equipment during the rental Term;
- e) all costs incurred to collect unpaid monies due; and
- f) twenty-five dollars (\$25.00) or the maximum amount allowed by law, whichever is greater, for making payment with insufficient funds.

3. Location of Equipment. During the Term, Equipment shall be located at agreed event location of Renter and Owner, and shall not be moved by Renter.

4. Care of Equipment. Equipment can only be used in a careful and proper manner and shall not be used in any way that is inconsistent with Owner's instructions or manuals.

5. Repair and Alterations. The costs of all repairs made during the Term shall be paid by Owner, including but not limited to labor, material, parts and other items. Equipment shall not be serviced or repaired and parts and accessories shall not be replaced without Owner's prior consent.

6. Insurance. Renter shall provide a certificate of liability insurance for the rental event providing a minimum of One Million Dollars (\$1,000,000.00) and name Owner as an additional insured.

7. Restrictions on Use. Renter shall not:

- a) permit the Equipment to be used by any person who is not authorized to use such Equipment;
- b) operate or use the Equipment or permit it to be operated or used in violation of law;
- c) operate or use the Equipment or permit it to be operated or used to commit a violation of law; and/or
- d) operate, use, maintain or store the Equipment in a manner likely to cause damage to the Equipment.

8. Loss or Damage. Renter shall alert Owner to any damage to the Equipment. Renter shall be responsible for any loss or damage to Equipment and loss of use, diminution of the Equipment's value caused by damage to it or repair to it and missing equipment.

9. Condition of Equipment. Renter acknowledges that Renter has examined the Equipment and that it is in good condition except as otherwise specified in the Checklist. OWNER MAKES NO WARRANTY, EXPRESS OR IMPLIED, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE, AND EXPRESSLY EXCLUDES AND DISCLAIMS ALL WARRANTIES AND REPRESENTATIONS OF ANY KIND, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

10. Other Conditions. Owner reserves the right to fly banners advertising the Owner's business and ownership of the rental equipment during the Renter's use of the equipment. Owner reserves the right to refuse rental of any equipment under any conditions deemed to be potentially hazardous to the equipment, or its operators, or any event not deemed in the best interest of the general public. Unrestricted access to the public is prohibited. It is the responsibility of the Renter to restrict access to the stage and equipment by the general public during performance/use.

11. Termination. This Agreement shall terminate on the date specified in Section 1. Owner reserves the right to terminate this Agreement earlier upon notice to Renter.

12. Indemnification and Liability. Renter shall indemnify, defend and hold harmless Owner from and against any claim, demand, cause of action, loss or liability (including attorney's fees and expenses of litigation) for any property damage or personal injury arising from Renter's use of Equipment by any cause, except to the extent caused by Owner's gross negligence or willful misconduct. The provisions of this Article shall survive the termination of this Agreement with respect to any claims or liability accruing before such termination. IN NO EVENT SHALL OWNER BE LIABLE FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL LOSS OR DAMAGES ARISING FROM RENTER'S USE OF EQUIPMENT, INCLUDING BUT NOT LIMITED TO LOSS PROFITS AND LOSS REVENUE, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES.

13. Ownership. Owner shall at all times retain ownership and title to the Equipment. Renter shall immediately notify Owner in the event Equipment is levied, has a lien attached or is threatened with seizure. Renter shall indemnify and hold Owner harmless against all loss and damages caused by such action. Equipment shall be deemed at all times to be personal property, whether or not it may be attached to any other property.

14. Waiver. No failure of Owner to exercise or enforce any of its rights under this Agreement shall act as a waiver of subsequent breaches; and the waiver of any breach shall not act as a

waiver of subsequent breaches. Owner’s acceptance of payment with knowledge of a default by Renter shall not constitute a waiver of any breach.

15. Severability. In the event any provision of this Agreement is held by a court or other tribunal of competent jurisdiction to be unenforceable, that provision will be enforced to the maximum extent permissible under applicable law, and the other provisions of this Agreement will remain in full force and effect. The parties further agree that in the event such provision is an essential part of this Agreement, they will begin negotiations for a suitable replacement provision.

16. Entire Agreement. This Agreement represents the entire understanding relating to the subject matter hereof and prevails over any prior or contemporaneous, conflicting or additional communications. This Agreement can only be modified by a written amendment signed by the party against whom enforcement of such modification is sought.

17. Assignment. Renter may not, without the prior written consent of Owner, transfer or assign this Agreement or any part thereof. Any attempt to do so shall be a material default of this Agreement and shall be void.

18. Headings. Paragraph headings used in this Agreement are for reference only and shall not be used or relied upon in the interpretation of this Agreement.

19. Counterparts. This Agreement, and any amendment thereof, may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.

Renter acknowledges receipt of a copy of this Agreement and acknowledges having read and understood the foregoing.

MIDWEST SOUND AND STAGE, INC.

CITY OF BIG LAKE

Barry J Bluhm

Paul Knier

Printed Name

Printed Name

Signature

Signature

Title

Mayor

Title

Date

February 18, 2026

Date



AGENDA ITEM

Big Lake City Council

Prepared By: <i>Hanna Klimmek, City Administrator</i>	Meeting Date: <i>2/18/2026</i>	<input checked="" type="checkbox"/> Regular Agenda Item <input type="checkbox"/> Consent Agenda Item	Item No. 6F
Item Description: <i>Professional Engineers Week Proclamation</i>		Reviewed By: <i>N/A</i>	
		Reviewed By: <i>N/A</i>	

ACTION REQUESTED

Motion to approve a PROCLAMATION proclaiming February 22-28, 2026 as Professional Engineers Week in the City of Big Lake.

BACKGROUND/DISCUSSION

February 22-28, 2026 will be the 75th Annual Professional Engineers Week. Founded by the National Society of Professional Engineers (NSPE) in 1951, Engineers Week (EWeek) is dedicated to ensuring a diverse and well-educated future engineering workforce by increasing understanding of, and interest in, engineering and technology careers.

Today, EWeek is a formal coalition of more than 70 engineering, education, and cultural societies, and more than 50 corporations and government agencies. Dedicated to raising public awareness of engineers' positive contributions to quality of life, EWeek promotes recognition among parents, teachers, and students of the importance of a technical education and a high level of math, science, and technology literacy, and motivates youth, to pursue engineering careers in order to provide a diverse and vigorous engineering workforce. Each year, EWeek reaches thousands of schools, businesses, and community groups across the U.S.

The attached Proclamation extends appreciation to all City Engineers for the services they provide their communities. Specifically, the Proclamation cites ‘we will look more than ever to Engineers and their knowledge and skills to meet the challenges of the twenty-first century’.

It is important that we recognize the accomplishments of the City Engineers Office. The City of Big Lake team is incredibly fortunate to have City Engineer, Layne Otteson. Layne has served the City of Big Lake since February 21, 2017 and has been instrumental in all aspects of city engineered/designed street projects, supporting private development, working with the Big Lake Community Lakes Association, and leading the City of Big Lake organization through its management team. Thank you, Layne, for all that you do and for serving as Big Lake’s City Engineer!

FINANCIAL IMPACT

N/A

STAFF RECOMMENDATION

Consider and approve a PROCLAMATION proclaiming February 22-28, 2026 as Professional Engineers Week in the City of Big Lake.

ATTACHMENTS

Proclamation



PROCLAMATION

75th ANNUAL PROFESSIONAL ENGINEERS WEEK FEBRUARY 22 - 28, 2026

WHEREAS, Engineers use their scientific and technical knowledge and skills in creative and innovative ways to fulfill society's needs; and,

WHEREAS, Engineers face the major technological challenges of our time – from rebuilding towns devastated by natural disaster, cleaning up the environment, and assuring safe, clean, and efficient sources of energy, to designing information systems that will speed our country into the future; and,

WHEREAS, Engineers are encouraging our young math and science students to realize the practical power of their knowledge; and,

WHEREAS, we will look more than ever to engineers and their knowledge and skills to meet the challenges of the twenty-first century.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Big Lake to hereby proclaim February 22–28, 2026 as "**PROFESSIONAL ENGINEERS WEEK**" in the City of Big Lake, and further extend appreciation to City Engineer, Layne Otteson and to all Professional City Engineers, for the vital services they perform and their exemplary dedication to the communities they represent.

Adopted by the Big Lake City Council this 18th day of February, 2026.

Mayor Paul Knier

Council Member Ken Geroux

Council Member Ken Halverson

Council Member Kim Noding

Council Member Paul Seefeld





AGENDA ITEM

Big Lake City Council

Prepared By: Sam Olson, Chief of Police	Meeting Date: 2/18/2026	<input type="checkbox"/> Regular Agenda Item <input checked="" type="checkbox"/> Consent Agenda Item	Item No. 6G
Item Description: Appointment of Reserve Officers Mason Moss and Ryan Murphy	Reviewed By: Hanna Klimmek, City Administrator Reviewed By: Deb Wegeleben, Finance Director and Guy Chaffee, Patrol Sergeant		

ACTION REQUESTED

By approving this item on the Consent Agenda, Council would be approving the Appointment of Reserve Officers Mason Moss and Ryan Murray.

BACKGROUND/DISCUSSION

The Big Lake Police Department has been advertising the volunteer position of Reserve Officer on a regular basis. Applications were received for the position, and applicants Mason Moss and Ryan Murphy were granted interviews. The interview panel consisted of Sgt. Guy Chaffee, and Officers Cody Gardas and Andrew Hanson, and Moss and Murray were selected to move forward for appointment after completion of the interviews and successful background investigation reports.

Moss and Murray both reside in Zimmerman, and are interested in a future career in law enforcement. They are excited to start their new volunteer role with the Big Lake Police Department. These appointments will bring our Reserve Unit to seven active members.

FINANCIAL IMPACT

Reserve Officer(s) are volunteer positions. There will be no financial impact to the City’s budget.

STAFF RECOMMENDATION

Approve Appointment of Police Reserve Officers Ryan Murray and Mason Moss.

ATTACHMENTS

N/A



AGENDA ITEM

Big Lake City Council

Prepared By: <i>Deb Wegeleben, Finance Director/HR</i>	Meeting Date: <i>2/18/2026</i>	<input type="checkbox"/> Regular Agenda Item <input checked="" type="checkbox"/> Consent Agenda Item	Item No. 6H
Item Description: <i>Appointment of Tom Kucala to the Police Captain Position</i>	Reviewed By: <i>Hanna Klimmek, City Administrator</i>		
	Reviewed By: <i>Sam Olson, Acting Police Chief, and the Personnel Committee</i>		

ACTION REQUESTED

By approving this item on the Consent Agenda, Council would be approving the appointment of Tom Kucala to the Police Captain position, effective February 18, 2026. This approval is contingent upon Council approval of the appointment of Sam Olson to the Chief of Police position, which will be considered under item 7A.

BACKGROUND/DISCUSSION

With the upcoming appointment of Acting Chief Olson to the Chief of Police/Emergency Manager position, the Police Captain position will become vacant. An internal posting was issued to fill the vacancy, and the City received a letter of interest from Investigator Tom Kucala.

Acting Chief Olson evaluated Investigator Kucala’s qualifications and conducted an interview. Based on his demonstrated experience, leadership and overall qualifications, Acting Chief Olson recommends the appointment of Tom Kucala to the position of Police Captain.

Investigator Kucala has served with the Big Lake Police Department since 2017. His tenure with the department includes service in patrol operations, advancement to Police Sergeant, and subsequent appointment as an Investigator in 2022. His institutional knowledge, leadership experience, and commitment to the department will continue to be a strong asset in this role.

The Personnel Committee reviewed the recommendation and supports Acting Chief Olson’s recommendation to appoint Tom Kucala to the Police Captain position. This appointment would become effective after Council approval on February 18, as well as Council approval of the appointment of Sam Olson to the Chief of Police/Emergency Manager position.

Captain Kucala’s Oath of Office will be scheduled for the March 18, 2026 Council Meeting.

FINANCIAL IMPACT

The Police Captain position is a budgeted position. Kucala will be paid at Grade 18, Step 6 of the City’s Pay Plan.

STAFF RECOMMENDATION

Approve the appointment of Tom Kucala to the Police Captain position for the City of Big Lake.

ATTACHMENTS

N/A



AGENDA ITEM

Big Lake City Council

Prepared By: <i>Gina Wolbeck, City Clerk</i>	Meeting Date: <i>02/18/26</i>	<input type="checkbox"/> Regular Agenda Item <input checked="" type="checkbox"/> Consent Agenda Item	Item No. 61
Item Description: <i>Massage Therapist License Application – Brianna Berganza at Muscle Revive LLC located at 29 Lake Street South</i>		Reviewed By: <i>Hanna Klimmek, City Administrator</i>	
		Reviewed By: <i>Sam Olson, Acting Police Chief</i>	

ACTION REQUESTED

By approving this item on the Consent Agenda, Council would be approving a RESOLUTION approving a Massage Therapist License to Brianna Berganza at the premises located at 29 Lake Street South, under the Muscle Revive LLC Massage Enterprise License.

BACKGROUND/DISCUSSION

Staff has received an application for a Massage Therapist license for Brianna Berganza to practice massage services under the Muscle Revive LLC Massage Enterprise License located at 29 Lake Street South, Big Lake, MN.

The applicant provided an organized, complete application, and has paid the required \$75 license fee and \$100 investigation fee.

The Big Lake Police Department has conducted a thorough background investigation as required by City Code Section 395.08, and Acting Police Chief Sam Olson has signed off on the application. As the licensee has met all requirements of the licensing process, there are no contingencies needed on approval of this license.

FINANCIAL IMPACT

Application fees submitted: \$75 license fee, and \$100 investigation fee. A license renewal fee of \$25 will be due at the end of each year.

STAFF RECOMMENDATION

Staff recommends approval of a Massage Therapist license to Brianna Berganza to practice massage services under the Muscle Revive LLC Massage Enterprise License located at 29 Lake Street South, Big Lake, MN.

ATTACHMENTS

- Application
- Resolution



MESSAGE THERAPIST LICENSE APPLICATION
PLEASE PRINT – ATTACH ADDITIONAL PAGES AS NEEDED

Name of Applicant: Brianna Berganza

Former Names or Aliases Used: Brianna DeWitt

Dates and Places Used: Birth to 02/2020; State of MN

Relationship to Business: 1099 Contracted Employee

Address of Applicant: 17493 173rd Street SE; Big Lake, MN 55309

Applicant Home or Cell Phone: 763-772-8337

Applicant Email: briannaberganza1998@gmail.com

Applicants Date of Birth: [REDACTED]

Applicants Place of Birth: [REDACTED]

Business Legal Name: Muscle Revive LLC

Doing Business As: _____

Business License Number as Issued by the City of Big Lake: 2026-02

Address of Business: 29 Lake Street South, Big Lake, MN 55309

Business Phone: 763-296-3325

Business Email: musclerevive.message@gmail.com

Other Social Media Links for Business: Facebook @musclerevive.message

Scheduled Opening Date: Currently open

Responsible Person: Kayla Robeck



1. List Other Business Sites that you have an interest in:

- a. N/A
- b. _____

2. Are you a citizen of the United States or a resident alien or have the legal authority to work in the United States? Yes X No _____

3. List the street addresses and dates at which you have lived during the preceding ten years.

- a. 17493 173rd St SE, Big Lake, MN 55309 (2021-present) 19595 Station Street, Apt. 330; Big Lake, MN 55309 (2018-2020)
- b. 3922 Abbott Avenue N; Robbinsdale, MN 55422 (2001-2017)

4. List the type, name, location, and dates of every business or occupation you have been engaged in during the preceding ten years. Include names, addresses, contact information and dates of your employment.

- a. a. Restaurant; Chick-fil-A; 11820 Fountains Way, Maple Grove, MN 55369; 2013-2018; b. Restaurant; Five Guys Burgers and Fries; 4105 Vinewood Ln N, Plymouth MN 55442; 2016; c. Restaurant; Caribou Coffee; 4130 Berkshire Lane N, Plymouth, MN 55446; 2017;
- b. d. Hotel; Country Inn & Suites; 6554 Lamplight Dr, Albertville, MN 55301; 2018; e. Factory; Cargill Kitchen Solutions; 100 County Road 43 NW, Big Lake, MN 55309; 2019-2025; f. Convenience Store; KwikTrip; 130 Eagle Lake Road N, Big Lake, MN 55309; 2020-2021

5. Have you ever been engaged in the operation of massage services? Yes _____ No X
If yes, provide information as to the name, place, dates and length of time of the involvement of all such establishments.

- a. N/A
- b. _____

6. Are you currently licensed in other communities to perform massage therapy? Yes _____ No X
If yes, where?

- a. N/A
- b. _____

7. Have you ever been arrested, charged or convicted of any felony, crime, or violation of any ordinance other than a minor traffic offense? Yes _____ No X

If yes, provide information as to the date, time, place and offense for which arrests, charges or convictions were had.

- a. N/A
- b. _____



8. Have you ever been the subject of an investigation, public or private, criminal or non-criminal, regarding massage therapy? Yes _____ No X

If yes, provide information as to the date and place for which investigations took place.

- a. N/A
- b. _____

9. Have you as an individual had a massage license that was denied, revoked or suspended within the last ten years of the date of the license application? Yes _____ No X

If so, please provide details including dates, reasons for denial, revocation or suspension of the license and the issuing authority.

- a. N/A
- b. _____

10. List the name, home address, business address and contact information of two people, who live within 150 miles of Big Lake, not related to the applicant or financially interested in the premises of the businesses, who may attest to applicant's character.

- a. Carrie Wolfson 17207 172nd Ave SE, Big Lake MN 55309 (763) 439-7039
- b. Henry Kaldhusdal Aveda Arts & Sciences Institute Minneapolis (262) 271-5176



Office Use Only

Date Application Fee Paid \$175.00 Cash / Check (No.) / Credit Card CC
paid 02.10.26

This application has been reviewed by the Big Lake Police Department and found to be satisfactory.



Signed

2-10-26

Date

Notes from Police Department:



I hereby verify the above statements. I will, along with any associates, strictly comply with all the laws of the State of Minnesota and all ordinances of the municipality. And I hereby certify that have read the foregoing questions and that the answers to said questions are true of my own knowledge. I understand that any falsification of information on the license application shall result in the denial of the license and I may be subject to prosecution for forgery as defined by Minnesota State Statue.

I understand that I may withdraw this application at any time before the license is issued, but the license will not be issued until the City Clerk receives the proper documentation and specified fee. I understand that the background investigation fee is non-refundable.

I hereby certify that I have received a copy of the City of Big Lake Massage Establishments Ordinance with this application and will familiarize myself with the contents thereof.

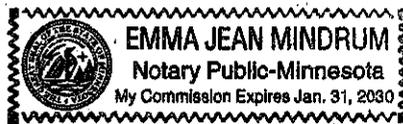
[Signature]
Signature of Applicant

1.29.2026
Date

Subscribed and sworn to before me, this 29th day of January, 2026.

Notary Public: Minnesota My Commission Expires: Jan 31 2030

NOTARY STAMP



[Signature]

I, KAYLA ROBECK the owner of MUSCLE REVIVE, LLC, hereby consents to the above named applicant to apply for a Massage Therapist license at my duly licensed Massage Enterprise place of business located at 29 Lake Street South, Big Lake, MN.

Kayla Robeck
Signature of Massage Enterprise License Holder

1-23-26
Date



Certificate of Insurance

OCCURRENCE COVERAGE ABMP In-Dues Liability Program

ABMP MAILING ADDRESS:

Associated Bodywork & Massage Professionals
25188 Genesee Trail Road
Suite 200
Golden, CO 80401

MASTER POLICY HOLDER

Allied Professionals Insurance RPG

AGENT/BROKER

Allied Professionals' Insurance Services

ISSUED BY:

Allied Professionals Insurance Company, A
Risk Retention Group, Inc.

POLICY #: API-ABMP-26

LIABILITY LIMITS

(per member)

COMMERCIAL GENERAL LIABILITY

ANNUAL AGGREGATE	\$6,000,000
PER OCCURRENCE LIMIT	\$2,000,000
PRODUCTS-COMP/OP	Included
PROFESSIONAL LIABILITY	Included
GENERAL LIABILITY	Included
FIRE LIABILITY LIMIT	\$100,000

To verify information, contact ABMP. Tel: 303-674-8478 Fax: 303-674-0859

This Policy is issued by your risk retention group. Your risk retention group may not be subject to all of the insurance laws and regulations of your State. State insurance insolvency guaranty funds are not available for your risk retention group. Coverage is afforded to person(s) named herein as Named Insureds according to the terms and conditions of the Policy to which this Certificate refers, subject to limitation by any applicable state licensing laws. No other rights or conditions, except as specifically stated herein, are granted or inferred.

COVERAGES

THIS IS TO CERTIFY THAT THE POLICY OF INSURANCE LISTED ABOVE HAS BEEN ISSUED TO THE INSURED NAMED BELOW. THE INSURED ACTIVE DATE LISTED BELOW APPLIES ONLY TO ELEMENTS OF COVERAGE CONTINUOUSLY IN PLACE SINCE THE INCEPTION OF THE NAMED INSURED'S POLICY. CHANGES TO COVERAGE ARE EFFECTIVE RETROACTIVELY ONLY TO THE DATE THE CHANGE WAS MADE. REPORT IN WRITING WITHIN 48 HOURS ANY & ALL CLAIMS, OR INCIDENTS THAT YOU BELIEVE MAY RESULT IN A CLAIM, EVEN IF GROUNDLESS.

This Certificate, along with the Policy to which it refers, is valid evidence of coverage extended to the Certificate Holder listed below.

ADDITIONAL INSURED:

(with inception date)

Coverage is extended subject to all terms and conditions of the Policy.

CERTIFICATE HOLDER

(Active Registered Members are on file with the ABMP Membership Director.)

Member/Named Insured: Brianna Berganza
 Membership I.D. #: 1780389
 Member/Policy Term Active: Jan-27-2026
 Member/Policy Term Expires: Jan-26-2027
 Total Member Cost: \$ 229 (ABMP Membership, including Member Liability Coverage)

[Signature]

Authorized Representative

CANCELLATION: Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 10 days written notice for non-payment or 90 days written notice for any other reason to the certificate holder named above, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.

AVEDA ARTS & SCIENCES INSTITUTE MINNEAPOLIS
 400 CENTRAL AVENUE SOUTHEAST
 MINNEAPOLIS, MN 55414-1004
 612.378.7409

6018

**OFFICIAL TRANSCRIPT
 FOR 01/23/2026**

#8296 Berganza, Brianna	Currently Attending	Massage Therapy Diploma
	Date Of Birth: [REDACTED]	SSN: ***-**- [REDACTED]

Start Date	09/02/2025	Overall Average	98.92	Attendance %	98.82	Total Hours To Date	600.35
Last Date Attended	01/15/2026					Total Sched Hours	607.50
Contracted Grad Date	01/23/2026					Total Hours Absent	15.55
						Total Makeup Hours	8.40
						Total Transfer Hours	0.00

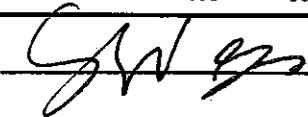
Groups: M0925

Subject: 100 Written Exams	Grade: 99.00	Completed: Yes
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	Result	Min		Result	Min	Result	Min
Professional Dev Chapt 3	100	80	Lower Arm/Hand	100	80	Blood/Heart/Respiratory	100 80
Anatomy Chapt 1&3	97	80	Anatomy Muscles Chapt 6	100	80	Digestion Chapt 14	97 80
Axial Bones Chapt 5	100	80	Lower Leg/Foot	100	80	Nervous System Chapt 7	100 80
Appendicular Bones Chapt5	100	80	Deep Tissue	99	80	Pathologies Final	100 80
Foot Reflex Map	100	80	Shoulder/Arm	100	80	mBLEx Practice Exam	97 80
Pelvis/Thigh	100	80	Endocrine System Chapt 9	93	80		

Subject: 200 Projects/Practical Exams	Grade: 98.71	Completed: Yes
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	Result	Min		Result	Min	Result	Min
Professional Ethics Paper	100	80	Modality Presentation	100	80	Practical Exam 80	91 80
Energy/Polarity Paper	100	80	Clinic SOAP Notes	100	80		
Business Project	100	80	Practical Exam 60	100	80		

School Official:  Date: 1/23/26



The Aveda Arts & Sciences Institute Minneapolis certifies that

Brianna Berganza

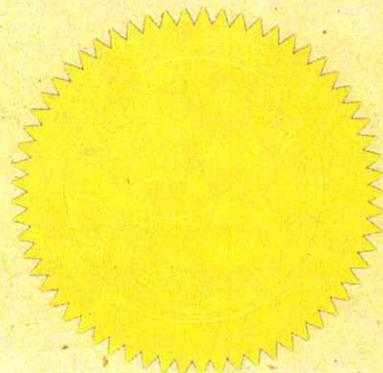
has successfully completed 600 hours in the course of

MASSAGE THERAPY

On behalf of all our educators and staff, we congratulate you on achieving the skills, knowledge, and experience to receive this diploma.

Aveda
Arts & Sciences
Institute

Minneapolis



Director Signature

January 15, 2026

Date

**CITY OF BIG LAKE
MINNESOTA**

A general meeting of the Big Lake City Council, Big Lake, Minnesota was called to order by Mayor Paul Knier at 6:30 p.m. at Big Lake City Hall, Big Lake, Minnesota, on Wednesday, February 18, 2026. The following City Council Members were present: Ken Geroux, Ken Halverson, Paul Knier, Kim Noding, and Paul Seefeld. A motion to adopt the following resolution was made by Council Member _____ and seconded by Council Member _____.

**CITY OF BIG LAKE
RESOLUTION NO. 2026-XX**

A RESOLUTION APPROVING A MASSAGE THERAPIST LICENSE TO BRIANNA BERGANZA TO PRACTICE THERAPEUTIC MASSAGE UNDER THE MUSCLE REVIVE, LLC MASSAGE ENTERPRISE LICENSE AT THE PREMISES LOCATED AT 29 LAKE STREET SOUTH, BIG LAKE, MN

WHEREAS, Chapter 3, Section 395 of the Big Lake City Code regulates the licensing and practice of Massage Enterprises and Massage Therapists in the City of Big Lake; and

WHEREAS, Kayla Robeck (Muscle Revive, LLC) holds an active, in good-standing Massage Enterprise License at the premises described as 29 Lake Street South, Big Lake, MN; and

WHEREAS, Brianna Berganza has submitted a Massage Therapist License application to perform Therapeutic Massage under the Muscle Revive LLC Massage Enterprise License at the premises described as 29 Lake Street South, Big Lake, MN.

NOW THEREFORE BE IT RESOLVED, by the City Council of the City of Big Lake, Minnesota, that Brianna Berganza is hereby granted a Massage Therapist License valid from February 18, 2026 through December 31, 2026, to practice massage services under the Muscle Revive, LLC Massage Enterprise License at the premises located at 29 Lake Street South, Big Lake, MN.

Adopted by the Big Lake City Council this 18th day of February, 2026.

Paul Knier, Mayor

Attest:

Gina Wolbeck, City Clerk

The following Council Members voted in favor:

The following Council Members voted against or abstained:

Whereupon the motion was duly passed and executed.

DRAFTED BY:
City of Big Lake
160 Lake Street North
Big Lake, MN 55309

STATE OF MINNESOTA)
)SS.
COUNTY OF SHERBURNE)

The foregoing instrument was acknowledged before me this 18th day of February, 2026 by Paul Knier and Gina Wolbeck, the Mayor and City Clerk respectively of the City of Big Lake, a Minnesota municipal corporation, on behalf of the corporation.

Notary Public



AGENDA ITEM

Big Lake City Council

Prepared By: Dan Childs, Water/Wastewater Superintendent	Meeting Date: 2/18/2026	<input type="checkbox"/> Regular Agenda Item <input checked="" type="checkbox"/> Consent Agenda Item	Item No. 6J
Item Description: Update AWIA Risk and Resilience Assessment and Emergency Response Plan	Reviewed By: Hanna Klimmek, City Administrator Reviewed By: Deb Wegeleben, Finance Director		

ACTION REQUESTED

By approving this item on the Consent Agenda, Council would be approving a Professional Services Agreement with Short Elliot Hendrickson, Inc. (SEH) in the amount of \$11,800.00 for an update to the City of Big Lake’s AWIA Risk and Resilience and Emergency Response Plan.

BACKGROUND/DISCUSSION

On October 23, 2018 the America’s Water Infrastructure Act (AWIA) was signed into law. Under this law, community water systems with a population greater than 3,300 people were required to develop or update risk and resilience assessments (RRAs) and emergency response plans (ERPs). The population served by Big Lake exceeded the population threshold and, as a result, the city was required to develop and certify a RRA and ERP for their water system.

Under AWIA, community water systems are required to update and recertify their RRA and ERP five years from the last date of certification. The City’s RRA and ERP were originally certified in 2021, and therefore, the recertification dates are:

- Risk & Resilience Assessment certification: June 30, 2026
- Emergency Response Plan certification: December 31, 2026 or within six months of RRA certification.

Community water systems are required to take an all-hazards approach to developing RRAs and ERPs. Specifically, to be compliant with AWIA, the system is required to have an RRA and ERP that includes the minimum information below:

Risk & Resilience Assessments:

- Risks to the water system from malevolent acts, natural disasters, and other hazards.
- Resilience of the water system’s critical assets.
- An assessment of the monitoring practice of the system.
- An assessment of the financial infrastructure such as the cybersecurity of the computer system for payroll and customer billing.
- A review of how the system uses, stores, and handles various chemicals.
- A review of the system’s operation and maintenance procedures.

Emergency Response Plans:

- Strategies and resources to improve the resilience of the system, including the system’s physical security and cybersecurity.
- Plans and procedures to implement during emergencies.

- Actions, procedures, and equipment that can be used to prevent or lessen the severity of an emergency.
- Strategies and equipment to be used to prevent emergencies.

Staff chose not to seek additional quotes because SEH assisted in developing the RRA/ERP in 2021. SEH already has a grasp on the needed updates in 2026. This alone will be a substantial savings in cost and staff time.

FINANCIAL IMPACT

Costs for updating the AWIA Risk and Resilience and Emergency Response Plan would be funded from CIP funds 301/401

STAFF RECOMMENDATION

Staff recommends Council approve the Professional Services Agreement with SEH, Inc. in the amount of \$11,800.00 for the update to the RAWIA Risk and Resilience and Emergency Response Plan.

ATTACHMENTS

Agreement for Professional Services from SEH, Inc.

Agreement for Professional Services

This Agreement is effective as of February 10, 2026, between City of Big Lake (Client) and Short Elliott Hendrickson Inc. (Consultant).

This Agreement authorizes and describes the scope, schedule, and payment conditions for Consultant's work on the Project described as: **AWIA Risk and Resilience Assessment and Emergency Response Plan Recertification.**

Client's Authorized Representative: Dan Childs
Address: 160 Lake Street North, Big Lake, Minnesota 55309
Telephone: 763.263.2268 **Email:** dchilds@biglakemn.org

Project Manager: Kevin Young
Address: 2351 Connecticut Avenue, Suite 300, Sartell, Minnesota 56377
Telephone: 320.229.4306 **Email:** kbyoung@sehinc.com

Scope: The Basic Services to be provided by Consultant as set forth herein are provided subject to the attached General Conditions of the Agreement for Professional Services (General Conditions Rev. 01.01.26), which is incorporated by reference herein and subject to Exhibits attached to this Agreement.

On October 23, 2018 the America's Water Infrastructure Act (AWIA) was signed into law. Under this law, community water systems with a population greater than 3,300 people were required to develop or update risk and resilience assessments (RRAs) and emergency response plans (ERPs). The population served by Big Lake exceeded the population threshold and, as a result, the City was required to develop and certify a RRA and ERP for their water system.

Under AWIA, community water systems are required to update and recertify their RRA and ERP five years from the last date of certification. The City's RRA and ERP were originally certified in 2021, and therefore, the recertification dates are:

- Risk & Resilience Assessment certification: June 30, 2026
- Emergency Response Plan certification: December 31, 2026 or within six months of RRA certification.

Background:

Under AWIA, community water systems are required to take an all-hazards approach to developing RRAs and ERPs. Specifically, to be compliant with AWIA, the system is required to have an RRA and ERP that includes the minimum information below.

Risk & Resilience Assessments:

- Risks to the water system from malevolent acts, natural disasters, and other hazards.
- Resilience of the water system's critical assets.
- An assessment of the monitoring practice of the system.
- An assessment of the financial infrastructure such as the cybersecurity of the computer system for payroll and customer billing.
- A review of how the system uses, stores, and handles various chemicals.
- A review of the system's operation and maintenance procedures.

Emergency Response Plans

- Strategies and resources to improve the resilience of the system, including the system's physical security and cybersecurity.
- Plans and procedures to implement during emergencies.
- Actions, procedures, and equipment that can be used to prevent or lessen the severity of an emergency.
- Strategies and equipment to be used to prevent emergencies.

Proposed Project:

SEH proposes to update the City's existing RRA and ERP to confirm the plans are compliant with AWIA requirements and are prepared for recertification. Since the initial certification, the City has modified the Well 1 & 2 sites, which must be reflected in the updated RRA and ERP. Additionally, SEH will work closely with the City to identify any further modifications to water system infrastructure or operations since the original certification and will update the plans as necessary.

The RRA will be revised to incorporate the modifications to the Well 1 & 2 sites and re-examined to ensure that the plan accurately represents the current infrastructure and operations of the water system, with risks evaluated in accordance with current standards. Any modifications made to the RRA will also be reflected in the forthcoming ERP update.

The ERP will also be revised to incorporate the modifications to Well 1 & 2 sites and reevaluated to verify the emergency response actions still pertain to the current infrastructure and operation of the water system.

Work Plan:

For this project, SEH proposes to perform the work in three (3) tasks as listed below:

Task 1 – Project Initialization and Data Collection

- Project setup and data collection:
 - Review of the City's critical water assets.
 - Identify changes and additions to infrastructure since the last certification for reassessment in the RRA update.
 - Identify information and/or materials that are needed or will be useful to update the RRA.
- Provide the City with the EPA Water Cybersecurity Assessment Tool (WCAT) template for review and coordination prior to the kickoff meeting. City staff will work with the Systems Integrator and any IT Consultants to provide responses in the WCAT template.
- Meeting No. 1 – Kickoff Meeting (Microsoft Teams)
 - Facilitate virtual kick off meeting. The SEH team will utilize our existing knowledge of the Big Lake water system and recent infrastructure improvements to complete the project. A site visit for upgraded facilities is not included in this scope.
 - Review scope and goals of the project.
 - Confirm changes and additions to infrastructure since the last certification for reassessment.
 - Inventory and review changes to the City's existing protection measures for critical assets.
 - Gather input from City staff on any perceived or real threats to the City's critical assets.

Task 2 – Risk and Resilience Assessment (RRA)

- Review the existing RRA to verify the critical assets and related information remains accurate and identify portions of the report that need to be updated.
- Update the RRA to incorporate changes to infrastructure or operating procedures that have occurred since the last certification.
- Incorporate City responses in the WCAT cybersecurity tool template into the RRA.
- Work with City staff to reevaluate standard operating procedures and mitigation measures of the original RRA. SEH assumes that SOPs and mitigation measures beyond those modified based on infrastructure upgrades at Wells 1 & 2 have not changed and that no other updates will be needed.
- Meeting No. 2 – RRA Analysis & Risk Mitigation Development (Microsoft Teams)
 - Present the results of the updated RRA and work with the City to assess identified risks and potential mitigation measures for risks deemed unacceptable, as well as assess costs associated with the risks and potential mitigation measures.
- Submit draft RRA results and report to the City's project team.
- Incorporate City comments into the RRA report and deliver hard copies.
- Provide EPA certification instructions to City staff.

Task 3 – Emergency Response Plan (ERP)

- Update the original ERP which shall include:
 - Reviewing the existing ERP to verify the emergency response actions remain accurate and identify portions of the report that need to be updated.
 - Updating existing information such as relevant mitigation measures, contact information, inventory, and relevant information from existing Emergency Response Plans, Wellhead Protection Plan, sanitary surveys, Comprehensive Plan, etc.
 - New strategies, resources, plans, and procedures deemed necessary during RRA efforts to reduce existing risks. SEH assumes that any changes to the ERP will be limited to those triggered by the infrastructure changes at Wells 1 & 2.
- Meeting No. 3 – Present draft ERP to City (Microsoft Teams)
- Incorporate City comments into the ERP and deliver hard copies.
- Provide EPA certification instructions to City staff.

Deliverables:

Project deliverables, also defined in the Work Plan above, include:

- Electronic and three (3) hard copies of the final RRA report summarizing the work of Task 2.
- Electronic and three (3) hard copies of the final ERP developed in Task 3.

Schedule:

The project schedule includes commencement upon approval. Based on authorization for engineering services in February 2026, we estimate the project to follow the schedule below:

Task 1 – Project Initialization and Data Collection February 2026
 Task 2 – Risk and Resilience Assessment March – June 30, 2026
 Task 3 – Emergency Response Plan July – December 31, 2026

Payment:

The lump sum fee is \$11,800 including expenses and equipment.

Task 1 – Project Initialization, Data Collection & Site Visit	\$ 4,000
Task 2 – Risk and Resilience Assessment	\$ 4,500
Task 3 – Emergency Response Plan	<u>\$ 3,300</u>
Total	\$11,800

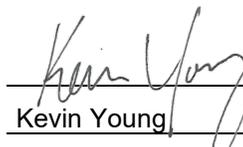
The payment method, basis, frequency and other special conditions are set forth in attached Exhibit A-2.

This Agreement for Professional Services, attached General Conditions, Exhibits and any Attachments (collectively referred to as the “Agreement”) supersedes all prior contemporaneous oral or written agreements and represents the entire understanding between Client and Consultant with respect to the services to be provided by Consultant hereunder. In the event of a conflict between the documents, this document and the attached General Conditions shall take precedence over all other Exhibits unless noted below under “Other Terms and Conditions”. The Agreement for Professional Services and the General Conditions (including scope, schedule, fee and signatures) shall take precedence over attached Exhibits. This Agreement may not be amended except by written agreement signed by the authorized representatives of each party.

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

Short Elliott Hendrickson Inc.

City of Big Lake

By: 
 Full Name: Kevin Young
 Title: Project Manager

By: _____
 Full Name: _____
 Title: _____

Exhibit A-2

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

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

A. Lump Sum Basis Option

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

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

B. Expenses Not Included in the Lump Sum

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

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

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

General Conditions

SECTION I – SERVICES OF CONSULTANT

A. General

1. Consultant agrees to perform professional services as set forth in the Agreement ("Services"). Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or the Consultant. The Consultant's services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against the Consultant because of this Agreement or the performance or nonperformance of services hereunder.

B. Schedule

1. Unless specific periods of time or dates for providing services are specified, Consultant's obligation to render Services hereunder will be for a period which may reasonably be required for the completion of said Services.
2. If Client has requested changes in the scope, extent, or character of the Project or the Services to be provided by Consultant, the time of performance and compensation for the Services shall be adjusted equitably. The Client agrees that Consultant is not responsible for damages arising directly or indirectly from delays beyond Consultant's control. If the delays resulting from such causes increase the cost or the time required by Consultant to perform the Services in accordance with professional skill and care, then Consultant shall be entitled to an equitable adjustment in schedule and compensation.

C. Additional Services

1. If Consultant determines that any services it has been directed or requested to perform are beyond the scope as set forth in the Agreement or that, due to changed conditions or changes in the method or manner of administration of the Project, Consultant's effort required to perform its services under this Agreement exceeds the stated fee for the Services, then Consultant shall promptly notify the Client regarding the need for additional Services. Upon notification and in the absence of a written objection, Consultant shall be entitled to additional compensation for the additional Services and to an extension of time for completion of additional Services absent written objection by Client.
2. Additional Services, including delivery of documents, or information not expressly included as deliverables, shall be billed in accord with agreed upon rates, no less than Consultant's standard rates.
3. The Consultant shall not be required to sign any documents, no matter by whom requested, that require a certification, guarantee, or warranty of conditions not fully known to be true or accurate by the Consultant, or that would impose liability beyond the scope of this Agreement. The Client also agrees not to make resolution of any dispute with the Consultant or payment of any amount due to the Consultant in any way contingent upon the Consultant's signing any such certification, guarantee, or warranty.

D. Suspension and Termination

1. If Consultant's services are delayed or suspended in whole or in part by Client, or if Consultant's services are delayed by actions or inactions of others for more than 60 days through no fault of Consultant, then Consultant shall be entitled to either terminate its agreement upon seven days written notice or, at its option, accept an equitable adjustment of compensation provided for elsewhere in this Agreement to reflect costs incurred by Consultant.
2. This Agreement may be terminated by either party upon seven days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination.
3. This Agreement may be terminated by either party upon thirty days' written notice without cause. All provisions of this Agreement allocating responsibility or liability between the Client and Consultant shall survive the completion of the Services hereunder and/or the termination of this Agreement.
4. In the event of termination, Consultant shall be compensated for Services performed prior to termination date, including charges for expenses and equipment costs then due and all termination expenses.

SECTION II – CLIENT RESPONSIBILITIES

A. General

1. The Client shall, in proper time and sequence and where appropriate to the Project, at no expense to Consultant, provide full information as to Client's requirements for the Services provided by Consultant and access to all public and private lands required for Consultant to perform its Services.
2. Client shall provide its own legal, accounting, financial and insurance counseling, and other special services as may be required for the Project. Client shall provide to Consultant all data (and professional interpretations thereof) prepared by or services performed by others pertinent to Consultant's Services, such as previous reports; sub-surface explorations; laboratory tests and inspection of samples; environmental assessment and impact statements, surveys, property descriptions; zoning; deeds; and other land use restrictions; as-built drawings; and electronic databases and maps. The costs associated with correcting, creating or recreating any data that is provided by the Client that contains inaccurate or unusable information shall be the responsibility of the Client.

3. Client shall provide written notice to Consultant within seven (7) days of when the Client observes or otherwise becomes aware of any changes in the Project or any defect or alleged defect in Consultant's Services. Client shall examine all studies, reports, sketches, opinions of construction costs, specifications, drawings, proposals, change orders, supplemental agreements, and other documents presented by Consultant within ten (10) business days of receipt and render the necessary decisions and instructions in writing so that Consultant may provide Services in a timely manner. Client's failure to provide timely notice of defects or timely review and approval shall constitute a waiver of any claims related to such defects or delays caused by late review.
4. Client shall require all utilities with facilities within the Project site to locate and mark said utilities upon request, relocate and/or protect said utilities to accommodate work of the Project, submit a schedule of the necessary relocation/protection activities to the Client for review, and comply with agreed upon schedule. Consultant shall not be liable for damages which arise out of Consultant's reasonable reliance on the information or services furnished by utilities to Client or others hired by Client.
5. Consultant shall be entitled to rely on the accuracy and completeness of information or services furnished by the Client or others directed or hired by the Client and shall not be liable for damages arising from reasonable reliance on such materials. Consultant shall promptly notify the Client if Consultant discovers that any information or services furnished by the Client is in error or is inadequate for its purpose. Consultant shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by the Client or others directed or hired by the Client.
6. Client agrees to reasonably cooperate, when requested, to assist Consultant with the investigation and addressing of any complaints made by Consultant's employees related to inappropriate or unwelcomed actions regarding the Project. This shall include, but not be limited to, providing access to Client's employees for Consultant's investigation, attendance at hearings, responding to inquiries and providing full access to Client files and information related to Consultant's employees, if any. Client agrees that Consultant retains the absolute right to remove any of its employees from Client's facilities if Consultant, in its sole discretion, determines such removal is advisable. Consultant, likewise, agrees to reasonably cooperate with Client with respect to the foregoing in connection with any complaints made by Client's employees.

SECTION III – PAYMENTS

A. Invoices

1. Undisputed portions of invoices are due and payable within 30 days. Client must notify Consultant in writing of any disputed items within 15 days from receipt of invoice. Amounts due Consultant will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) for invoices 30 days past due. Consultant reserves the right to suspend performance of Services and to retain deliverables and Instruments of Service until all invoices are paid in full. Consultant will not be liable for any claims of loss, delay, or damage by Client for reason of suspending Services or withholding deliverables or Instruments of Service until all invoices are paid in full, and Client shall be responsible for any additional costs incurred by Consultant due to such suspension and subsequent remobilization. Consultant will not be liable for any claims of loss, delay, or damage by Client for reason of withholding Services, deliverables, or Instruments of Service until all invoices are paid in full. Consultant shall be entitled to recover all reasonable costs and disbursements, including reasonable attorney's fees, incurred in connection with collecting amounts owed by Client.
2. Should taxes, fees or costs be imposed, they shall be in addition to Consultant's agreed upon compensation.
3. Notwithstanding anything to the contrary herein, Consultant may pursue collection of past due invoices without the necessity of any mediation proceedings.

SECTION IV – GENERAL CONSIDERATIONS

A. Standards of Performance

1. The standard of care for all professional engineering and related services performed or furnished by Consultant under this Agreement will be the care and skill ordinarily exercised by members of Consultant's profession practicing under similar circumstances at the same time and in the same locality. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with its Services.
2. Consultant neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the work in accordance with its construction contract or the construction documents prepared by Consultant. Client acknowledges Consultant will not direct, supervise or control the work of construction contractors or their subcontractors at the site or otherwise. Consultant shall have no authority over or responsibility for the contractor's acts or omissions, nor for its means, methods, or procedures of construction. Consultant's Services do not include review or evaluation of the Client's, contractor's or subcontractor's safety measures, or job site safety or furnishing or performing any of the Contractor's work. Site Safety is the responsibility of the contractor.

3. Consultant's Opinions of Probable Construction Cost are provided if agreed upon in writing and made on the basis of Consultant's experience and qualifications. Consultant has no control over the cost of labor, materials, equipment or service furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions. Consultant cannot and does not guarantee that proposals, bids or actual construction cost will not vary from Opinions of Probable Construction Cost prepared by Consultant. If Client wishes greater assurance as to construction costs, Client shall employ an independent cost estimator.

B. Environmental Issues

1. Consultant is not a user, generator, handler, operator, arranger, storer, transporter, or disposer of hazardous or toxic substances. Therefore the Client agrees to hold harmless, indemnify, and defend Consultant and Consultant's officers, directors, subconsultant(s), employees and agents from and against any and all claims; losses; damages; liability; and costs, including but not limited to costs of defense, arising out of or in any way connected with, the presence, discharge, release, or escape of hazardous or toxic substances, pollutants or contaminants of any kind at the site.
2. Client agrees that it will waive any claim against Consultant related to severe weather events that exceed those addressed by existing codes and standards. Consultant's sole liability will be based on actual damages to the extent caused by Consultant's failure to meet applicable codes. Notwithstanding the above, the Parties agree that, as the Project progresses, such codes or standards may change or the applicability of such codes or standards may vary from Consultant's original interpretation through no fault of Consultant and that additional costs necessary to conform to such changes or interpretations after execution of this Agreement may be subject to an equitable adjustment in Consultant's compensation and schedule.
3. If hazardous substances are found on the project site, then Consultant may stop work until Client has remediated the site.

C. Limitations on Liability

1. To the fullest extent permitted by law, Consultant's total liability to Client for any and all claims, losses, or damages arising out of or related to this Agreement or the Project, whether based on negligence, errors, omissions, strict liability, breach of contract, or warranty, shall not exceed the lesser of (i) the total compensation paid to Consultant under this Agreement or (ii) \$500,000. If Client requests higher limits, such change must be agreed to in writing, and Consultant's fee shall increase by at least 1% for each additional \$500,000 of liability, up to a maximum limit of \$5,000,000.
2. To the extent permitted by applicable law, neither Party shall be liable to the other for consequential damages, including without limitation lost rentals; increased rental expenses; loss of use; loss of income; lost profit, financing, business, or reputation; and loss of management or employee productivity, incurred by one another or their subsidiaries or successors, regardless of whether such damages are foreseeable and are caused by unforeseen severe weather events, breach of contract, willful misconduct, negligent act or omission, or other wrongful act of either of them. Consultant expressly disclaims any duty to defend Client for any alleged actions or damages.
3. It is intended by the parties to this Agreement that Consultant's Services shall not subject Consultant's employees, officers or directors to any personal legal exposure for the risks associated with this Agreement. The Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against Consultant, and not against any of Consultant's individual employees, officers or directors, and Client knowingly waives all such claims against Consultant individual employees, officers or directors.
4. Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued, and the applicable statutes of limitations shall commence to run, not later than the earliest of: (a) the date of Substantial Completion for acts or failures to act occurring prior to Substantial Completion; (b) the date of issuance of Consultant's final invoice for acts or failures to act occurring after Substantial Completion; or (c) the date when Consultant's Services are substantially completed. The parties acknowledge that this provision may shorten the time period otherwise available under applicable law for bringing claims, and each party knowingly and voluntarily agrees to this shortened limitations period. This provision shall not apply to claims for fraud, willful misconduct, or intentional misrepresentation. Notwithstanding the foregoing, in no event shall any claim be brought more than two (2) years after the cause of action has accrued as defined herein, regardless of when the injury or damage is discovered.
5. The parties agree, to the fullest extent permitted by law, to waive any and all rights against each other and any of their contractors, subcontractors, consultants, subconsultants, construction managers, owner's representatives, employees, directors, officers, agents and assigns for any and all damages, including without limitation bodily injury, death, damage to real and personal property, and all consequential damages including delay and lost profits covered by any insurance applicable to the Project or the site upon which the Project is located.

D. Assignment

1. Aside from Consultant's assignment of amounts owed under this Agreement, neither party to this Agreement shall transfer, sublet or assign any rights under,

or interests in, this Agreement or claims based on this Agreement without the prior written consent of the other party. Any assignment in violation of this subsection shall be null and void.

2. Parties acknowledge that Consultant has subsidiaries or affiliates that hold necessary registrations, certifications or special skills or resources that may be needed for the proper performance of the Services. Consultant may subcontract or assign all or part of the Services to any of its subsidiaries or affiliates; provided, however, that Consultant shall remain liable for the performance, obligations and responsibilities of such services under this Agreement.

E. Dispute Resolution

1. Any dispute between Client and Consultant arising out of or relating to this Agreement or the Services (except for unpaid invoices which are governed by Section III) shall be submitted to mediation as a precondition to litigation unless the parties mutually agree otherwise in writing.
2. The Client shall make no claim for professional negligence, either directly or by way of a cross complaint against the Consultant unless the Client has first provided the Consultant with a written certification executed by an independent consultant currently practicing in the same discipline as the Consultant and licensed in the State in which the Project is located. This certification shall: a) contain the name and license number of the certifier; b) specify the acts or omissions that the certifier contends are not in conformance with the standard of care for a consultant performing professional services under similar circumstances; and c) state in detail the basis for the certifier's opinion that such acts or omissions do not conform to the standard of care.
3. Any dispute not settled through mediation shall be settled through litigation in the state and county where the Project at issue is located.

SECTION V – INTELLECTUAL PROPERTY

A. Proprietary Information

1. All documents, including reports, drawings, calculations, specifications, CADD materials, computer software or hardware or other work product prepared by Consultant pursuant to this Agreement are Consultant's Instruments of Service ("Instruments of Service"). Consultant retains all ownership interests in Instruments of Service, including all available copyrights.
2. Notwithstanding anything to the contrary, Consultant shall retain all of its rights in its proprietary information including without limitation its methodologies and methods of analysis, ideas, concepts, expressions, inventions, know how, methods, techniques, skills, knowledge, and experience possessed by Consultant prior to, or acquired by Consultant during, the performance of this Agreement and the same shall not be deemed to be work product or work for hire and Consultant shall not be restricted in any way with respect thereto. Consultant shall retain full rights to electronic data and the drawings, specifications, including those in electronic form, prepared by Consultant and its subconsultants and the right to reuse component information contained in them in the normal course of Consultant's professional activities.

B. Client Use of Instruments of Service

1. Provided that Consultant has been paid in full for its Services, Client shall have the right in the form of a nonexclusive license to use Instruments of Service delivered to Client exclusively for purposes of constructing, using, maintaining, altering and adding to the Project. Consultant shall be deemed to be the author of such Instruments of Service, electronic data or documents, and shall be given appropriate credit in any public display of such Instruments of Service.
2. Records requests or requests for additional copies of Instruments of Services outside of the scope of Services, including subpoenas directed from or on behalf of Client are available to Client subject to Consultant's current rate schedule. Consultant shall not be required to provide CADD files or documents unless specifically agreed to in writing as part of this Agreement.

C. Reuse of Documents

1. All Instruments of Service prepared by Consultant pursuant to this Agreement are not intended or represented to be suitable for reuse by the Client or others on extensions of the Project or on any other Project. To the extent permitted by law, any reuse of the Instruments of Service without written consent or adaptation by Consultant for the specific purpose intended will be at the Client's sole risk and without liability or legal exposure to Consultant; and the Client shall release Consultant from all claims arising from such use. Client shall also defend, indemnify, and hold harmless Consultant from all claims, damages, losses, and expenses including attorneys' fees arising out of or resulting from reuse of Consultant documents without written consent.



AGENDA ITEM

Big Lake City Council

Prepared By: <i>Hanna Klimmek, City Administrator</i>	Meeting Date: <i>2/18/2026</i>	<input type="checkbox"/> Regular Agenda Item <input checked="" type="checkbox"/> Consent Agenda Item	Item No. 6K
Item Description: <i>Vacation Accrual Schedule Memorandum of Understanding Between the City of Big Lake and Law Enforcement Labor Services, Inc., Local No. 164</i>	Reviewed By: <i>Deb Wegeleben, Finance/HR Director, Soren Mattick, City Attorney, & the Labor Management Committee (Councilmembers Seefeld & Geroux)</i>		
	Reviewed By: <i>LELS Union Stewards; Officer Saliterman & Officer Asfeld</i>		

ACTION REQUESTED

By approving this item on the Consent Agenda, Council would be approving a Memorandum of Understanding (MOU) between the City of Big Lake and Law Enforcement Labor Services, Inc. (LELS), Local No. 164 for the purpose of defining the vacation accrual schedule to be consistent with the City's Personnel Policy.

BACKGROUND/DISCUSSION

The City of Big Lake and Law Enforcement Labor Services, Inc. (LELS) Local No. 164 have reached a proposed Memorandum of Understanding (MOU) that addresses clarification of the vacation accrual schedule for sworn police employees who are members of the union. The intent of the MOU is to ensure consistency between the Collective Bargaining Agreement and the City's Personnel Policy.

Under the proposed MOU, the vacation accrual schedule for members of LELS Local No. 164 would be defined as aligning with the vacation accrual framework outlined in the City's Personnel Policy. The MOU does not propose changes to overall benefit levels but rather clarifies how vacation accrual is structured and applied.

Defining the vacation accrual schedule to match the City's Personnel Policy is expected to improve administrative efficiency and ensure consistent application of policy. The change is not anticipated to result in additional fiscal impact beyond what is already contemplated under the current labor agreement.

The MOU was presented to the Labor Management Committee, which is comprised of Councilmembers Seefeld and Geroux, on Wednesday, January 28, 2026. The Committee is recommending approval of the MOU.

FINANCIAL IMPACT

Approving the MOU does not have a financial impact.

STAFF RECOMMENDATION

Consider and approve the Memorandum of Understanding (MOU) between the City of Big Lake and Law Enforcement Labor Services, Inc. (LELS), Local No. 164 for the purpose of defining the vacation accrual schedule to be consistent with the City's Personnel Policy.

ATTACHMENTS

Collective Bargaining Agreement – 1/1/25 – 12/31/26
Memorandum of Understanding (MOU)

**LABOR AGREEMENT
BETWEEN
THE CITY OF BIG LAKE
AND
LAW ENFORCEMENT LABOR SERVICES, INC.
(LOCAL #164)**

**EFFECTIVE JANUARY 1, 2025 THROUGH
DECEMBER 31, 2026**



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ARTICLE 1: PURPOSE OF AGREEMENT

This Agreement is entered into as of January 1, 2025, between the City of Big Lake, hereinafter called the, "Employer," and Law Enforcement Labor Services, Inc., hereinafter called the, "Union."

The intent and purpose of this Agreement is to:

- 1.1 Assure sound and mutually beneficial working and economic relationships between the parties hereto;
- 1.2 Establish procedures for the resolution of disputes concerning the Agreement's interpretation and/or application; and
- 1.3 Place, in written form, the parties' agreement upon terms and conditions of employment for the duration of this Agreement.

ARTICLE 2: RECOGNITION

- 2.1 The Employer recognizes the Union as the exclusive representative, under Minnesota Statutes, Section 179A.03, for police personnel following job classification:
 - All police personnel employed by the Employer, employed fourteen (14) hours per week and sixty-seven (67) days per year, excluding supervisory, confidential and part-time employees.
- 2.2 In the event the Employer and the Union are unable to agree as to the inclusion or exclusion of a new or modified job class, the issue shall be submitted to the Bureau of Mediation Services for determination.

ARTICLE 3: DEFINITIONS

- 3.1 **Union.** Law Enforcement Labor Services, Inc.
- 3.2 **Union Member.** A member of Law Enforcement Labor Services, Inc.
- 3.3 **Employee.** A member of the exclusively recognized Bargaining Unit.
- 3.4 **Regular Employee.** Employee who has completed the probationary period.
- 3.5 **Probationary Employee.** Employee who has not completed the probationary period.
- 3.6 **Department.** The City of Big Lake Police Department.

- 3.7 **Employer.** The City of Big Lake.
- 3.8 **Chief.** The Chief of the Big Lake Police Department.
- 3.9 **Union Officer.** Officer elected or appointment by Law Enforcement Labor Services, Inc.
- 3.10 **Scheduled Shift.** A work period including rest breaks.
- 3.11 **Rest Breaks.** Periods during the scheduled shift during which the employees remain on continual duty and are responsible for assigned duties.
- 3.12 **Strike.** Concerted action in failing to report for duty, the willful absence from one's position, the stoppage of work slow-down or abstinence in whole or in part from the full, faithful and proper performance of the duties of employment for the purposes of including, influencing, or coercing a change in the conditions or compensation or the rights, privileges, or obligations of employment.
- 3.13 **Overtime.** Overtime work performed at the express authorization of the Employer.

ARTICLE 4: EMPLOYER SECURITY

- 4.1 The Union agrees that during the life of this Agreement, the Union will not cause, encourage, participate in, or support any strike, slow-down, or other interpretation of or interference with the normal functions of the Employer.

ARTICLE 5: EMPLOYER AUTHORITY

- 5.1 The Employer retains the full and unrestricted right to operate and manage all manpower, facilities and equipment; to set and amend budgets; to determine the utilization of technology; to establish and modify the organizational structure; to select, direct, and determine the number of personnel; to establish work schedules; and to perform any inherent managerial function not specifically limited by this Agreement.
- 5.2 Any term and condition of employment not specifically established or modified by this Agreement shall remain solely within the discretion of the Employer to modify, establish, or eliminate, in accordance with applicable laws and regulations, of appropriate authorities.

ARTICLE 6: UNION SECURITY

- 6.1 The Employer shall deduct from the wages of employees who authorize such a deduction, in writing, an amount necessary to cover monthly Union dues. Such monies shall be remitted as agreed upon between the Employer and the Union.

- 6.2 The Union may designate employees from the Bargaining Unit to act as a steward and an alternate and shall inform the Employer, in writing, of such choice and changes in the position of steward and/or alternate.
- 6.3 The Employer shall make space available on the employee bulletin board for posting Union notices and announcements.
- 6.4 The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders, or judgements brought against the Employer as a result of any action taken or not taken by the Employer under the provision of this Article.

ARTICLE 7: EMPLOYEE RIGHTS / GRIEVANCE PROCEDURE

- 7.1 Employees shall have the rights granted to all citizens by the United States and Minnesota State Constitution.
- 7.2 **Definition of a Grievance.** A grievance is defined as a dispute or disagreement as to the interpretation or application of the specific terms and conditions of this Agreement.
- 7.3 **Union Representatives.** The Employer will recognize representatives designated by the Union as the grievance representative of the Bargaining Unit having the duties and responsibilities established by this Article. The Union shall notify the Employer, in writing, of the names of such Union representatives and of their successors when so designated.
- 7.4 **Processing of a Grievance.** It is recognized and accepted, by the Union and the Employer, that the processing of grievances as hereafter provided is limited by the job duties and responsibilities of the employees and shall therefore be accomplished during normal working hours only when consistent with such employee duties and responsibilities. The aggrieved employee and the Union representative shall be allowed a reasonable amount of time without loss in pay when a grievance is investigated and presented to the Employer during normal working hours provided that the employee and the Union representative notified and received the approval of the designated supervisor who has determined that such absence is reasonable and would not be detrimental to the work of the Employer.
- 7.5 **Procedure.** Grievance, as defined in Section 7.1, shall be resolved in conformance with the following procedure:

Step 1. An employee claiming a violation concerning the interpretation or application of this Agreement shall, within twenty-one (21) calendar days after such alleged violation has occurred, present such grievance to the employee's

supervisor as designated by the Employer. The Employer-designated representative will discuss and give an answer to such Step 1 grievance within ten (10) calendar days after receipt. A grievance not resolved in Step 1 and appealed to Step 2 shall be placed, in writing, setting forth the nature of the grievance, the facts on which it is based, the provision(s) of the Agreement allegedly violated, the remedy requested, and shall be appealed to Step 2 within ten (10) calendar days after the Employer-designated representative's final answer in Step 1. Any grievance not appealed, in writing, to Step 2 by the Union within ten (10) calendar days shall be considered waived.

Step 2. If appealed, the written grievance shall be presented by the Union and discussed with the Employer-designated representative who shall give the Union the Employer's Step 2 answer, in writing, within ten (10) calendar days after receipt of such Step 2 grievance. A grievance not resolved in Step 2 may be appealed to Step 3 within ten (10) calendar days following the Employer-designated representative's final Step 2 answer. Any grievance not appealed, in writing, to Step 3 by the Union within ten (10) calendar days shall be considered waived.

Step 3. A grievance unresolved in Step 2 and appealed to Step 3 by then Union shall be submitted to arbitration subject to the provisions of the Public Employment Labor Relations Act of 1971, as amended. The selection of an arbitrator shall be made in accordance with the, "Rules Governing the Arbitration of Grievances" as established by the Public Employment Relations Board. A failure by the Union to participate in the selection of an arbitrator within six (6) months from the date the Bureau of Mediation Services provides a list of arbitrators to choose from shall result in a forfeiture by the Union of the right to pursue a grievance. A failure of an Employer-designated representative to participate in the selection of an arbitrator within six (6) months from the date the Bureau of Mediations Services provides a list of arbitrators to choose from shall require mandatory alleviation of the grievance as requested in the last statement by the Union. The time limit may be extended by mutual written agreement of the Employer and the Union. This language shall apply to all grievances filed after July 1, 2010.

7.6 Arbitrators Authority:

- The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the terms and conditions of this Agreement. The arbitrator shall consider and decide only the specific issue(s) submitted, in writing, by the Employer and the Union; and shall have no authority to decide on any other issue not submitted.
- The arbitrator shall be without power to make decisions contrary to, or inconsistent with, or modifying or varying in any way the application of laws,

rules, or regulations having the force and effect of law. The arbitrator's decisions shall be submitted, in writing, within thirty (30) days following close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to an extension. The decision shall be binding on both the Employer and the Union and shall be based solely on the arbitrator's interpretation or application of the express terms of this Agreement and to the facts of the grievance presented.

- The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the Employer and the Union provided that each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record. If both parties desire a verbatim record of the proceedings, the cost shall be shared equally.

7.7 Waiver. If a grievance is not presented within the time limits set forth above, it shall be considered, "waived." If a grievance is not appealed to the next Step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the Employer's last answer. If the Employer does not answer a grievance or an appeal thereof within the specified time limits, the Union may elect to treat the grievance as denied at that Step and immediately appeal the grievance to the next Step. The time limit in each Step may be extended by mutual written agreement of the Employer and then Union at each Step.

7.8 Choice of Remedy. If, as a result of the written Employer response in Step 2, the grievance remains unresolved, and if the grievance involves the suspension, demotion, or discharge of an employee who has completed the required probationary period, the grievance may be appealed either to Step 3 of Article 7 or a procedure such as Civil Service, Veteran's Preference, or Fair Employment.

ARTICLE 8: HOURS OF WORK

8.1 The Employer shall be the sole authority in determining the work schedules.

8.2 Work shifts may consist of eight (8) hours, ten (10) hours, or twelve (12) hours. One (1) day of any type of leave defined in this Agreement is equivalent to eight (8) hours.

8.3 The normal work year is two thousand eighty (2,080) hours to be accounted for by each employee through:

- Hours worked on assigned shifts.
- Assigned training time.
- Authorized paid leave time.

- 8.4 Employees shall be given two (2) fifteen (15) minute rest periods in each work day, as defined in Article 3, Section 3.11.
- 8.5 Nothing contained in this or any other Article shall be interpreted to be a guarantee of a minimum or maximum number of hours of work.
- 8.6 The Chief of Police shall create a yearly FLSA Schedule, which will be posted and disseminated to members of the Bargaining Unit. The schedule shall be based upon a twenty-eight (28) day cycle. Time owed back to members, as part of a regular schedule cycle, will be exchanged during the FLSA cycle that corresponds with the time owed.
- 8.7 In the event of a short notice shift change of forty-eight (48) hours or less, the employee will receive pay at the overtime rate for the hours outside of the previously scheduled shift.

ARTICLE 9: OVERTIME AND PREMIUM PAY

- 9.1 All work in excess of eighty (80) hours per a two-week (2-week) pay period shall be compensated for with compensatory time off at the rate of one and one-half (1 ½) hours of compensatory time for each hour of overtime. Change of shift does not qualify an employee for overtime under this Article.
- 9.2 All work in excess of a scheduled shift in any one (1) day shall be compensated for with compensatory time off at the rate of one and one-half (1 ½) hours of compensatory time for each hour of overtime.
- 9.3 Employees who are separated from employment with the Employer shall be paid all earned and unused compensatory time.
- 9.4 Employees who work overtime on New Year's Day, Thanksgiving Day, and Christmas Day shall be compensated at an overtime rate of double time.
- 9.5 **POST Mandated Training Pay:**
- Employees shall receive straight time pay for all time spent off duty, while on training assignments, that are not classified as POST Mandated Training Requirements. Straight time pay, for this purpose, may include time off given from a regularly schedule shift in exchange for a training assignment under this category, as long as it falls within the designated FLSA period.
 - Required training is training that is POST Mandated and is compensated with one and one-half (1 ½) hours for each hour of overtime.
 - Training which is POST Mandated and not POST Mandated shall be determined by the Chief of Police.

- Schedules may be amended or changed to accommodate POST Mandatory Training which falls on an employee's scheduled work day. Employees will not be compensated at the one and one-half (1 ½) hour rate for POST Mandatory Training when it is on a scheduled work day. Overtime shall still be granted as called for under Article 9, Section 9.2 when training and/or work performed lasts longer than the normal shift length.
- For the purposes of this section, a department meeting shall be handled in the same manner as POST Mandated Training.

9.6 Employees may request cash payment in lieu of compensatory overtime due under this Article. The maximum amount of compensatory time an employee can carry over from year-to-year is eighty (80) hours. Employees that accumulate more than eighty (80) hours during the year, will be paid down to eighty (80) hours at year-end.

9.7 For the purpose of computing overtime compensation, overtime hours worked shall not be pyramided, compounded, or paid twice for the same hours worked.

9.8 An employee required to appear in court during their scheduled off-duty time shall receive a minimum of three (3) hours pay at one and one-half (1 ½) times the employee's base pay rate. An extension or early report to a regularly scheduled shift does not qualify the employee for the three (3) hour minimum. An employee notified of cancellation less than 24 hours prior to the scheduled court appearance shall receive the three (3) hour minimum.

9.9 Employees called to work while off-duty shall receive a minimum of three (3) hours pay at one and one-half (1 ½) his/her hour rate of pay. An extension or early report to a regularly scheduled shift does not qualify the employee for the three (3) hour minimum.

ARTICLE 10: SPECIALTY PAY

10.1 FTO Pay:

- Employees shall receive thirty (30) minutes of overtime for each four (4) hour block performing FTO duties.

10.2 Canine Officer:

- The Employer may appoint and officer to serve as a Canine Handler with the officer's consent.
- Canine Handler's shall receive one-half (1/2) hour pay at one and one-half (1 ½) time the officer's base rate of pay on scheduled days off as compensation for routine feeding and grooming of the animal. Routine feeding and grooming

of the animal during on-schedule days shall account for one-half (1/2) hour of scheduled time on.

- Time spent by the Canine Handler in the training or additional maintenance of the animal will be handled in accordance with the Article on training time.
- The Employer shall be responsible for any and all necessary costs of acquiring and maintaining the animal such as food, veterinary expense, kennels, and accessories.
- The Employer shall pay the difference between the employee's regular homeowner's insurance policy and the premium necessary to provide additional coverage as may be required by the Employer.
- The Employer shall pay any and all costs associated with necessary training.

ARTICLE 11: HOLIDAYS

11.1 Regular employees shall receive eight (8) hours straight time pay for each of the following eleven (11) holidays, which shall be paid as per Section 11.5:

New Year's Day	Labor Day
Martin Luther Kind Jr. Day	Veteran's Day
President's Day	Thanksgiving Day
Memorial Day	Friday after Thanksgiving Day
Juneteenth	Christmas Day
Independence Day	

11.2 Religious Holidays:

- Regular employees, at the discretion of their supervisor, may be granted time at the beginning or end of their scheduled work day, or during their lunch break, to attend church services on Good Friday.
- Regular employees who desire time off to observe holidays other than a provided under Section 11.1 shall make a request of their supervisor at least three (3) days prior to the holiday.

11.3 Regular employees who work on a holiday shall receive one and one-half (1 ½) times their regular rate for each hour of work, in addition to the paid holiday pay.

11.4 In order to qualify for the holiday pay provided by this Article, an employee must be on pay status his las scheduled day immediately before and his first scheduled work day immediately following the holiday.

11.5 The Employer will issue the holiday pay check at the end of the year between December 1st and 15th. When an employee leaves in good standing prior to the year's-end, the Employer will pro-rate the holiday pay.

ARTICLE 12: LEAVES

12.1 Vacation:

- Regular employees shall earn vacation benefits on the following basis:

<u>Years of Service</u>	<u>Annual Accrual</u>
Less than 3 Years	14 Days or 4.30 hours/payroll
3 to 14 Years	20 Days or 6.15 hours/payroll
Greater than 14 Years	26 Days or 8.00 hours/payroll

- No employee may waive vacation time in order to receive double time.
- Employees who are separated from employment with the Employer shall be paid all earned and unused vacation time.
- Employees may carry over 240 hours of earned and unused vacation time from year-to-year.
 - Vacation periods for a specified year will be bid by seniority. The bidding process shall begin December 1 and conclude December 15 of the prior year. Officers may request one (1) priority vacation period during this time. The priority vacation period may not exceed two (2) calendar weeks and must be comprised of consecutive work days. All vacation requests after this period will be reviewed and approved according to department staffing guidelines.

12.2 Sick Leave:

- Sick leave with pay shall be earned by each regular employee in accordance with the following:
 - One (1) day per month for each month of service.
- Sick leave may be used by a regular employee, up to a maximum of twenty-four (24) hours per year, for personal reasons. This leave must be taken to cover an entire scheduled shift. Personal leave taken is deducted from earned sick leave. This is subject to prior approval of the supervisor and is granted with pay. Employees that have not completed their probationary period are not entitled to personal leave. Unused personal leave shall not carry over to the next calendar year.
- Sick leave may be accumulated up to a maximum of eight hundred (800) hours. For all hours in excess of eight hundred (800) hours, the employee can either take one-half (1/2) day of vacation or one-half (1/2) day of pay. Either option must be used in the year it is earned.
- The employee shall follow the Personnel Policy procedures when using accrued sick leave.

- The following procedure shall be followed in the administration of sick leave for regular, full-time employees who are separated from employment with the Employer:
 - Provided the following conditions are satisfied, an employee shall be entitled to two (2) days of sick leave per year of service, not to exceed thirty (30) days, to be paid to the employee upon resigning from the Employer:
 - The employee must resign in good standing.
 - The employee must provide written notice of his/her resignation to the Employer at least two (2) weeks in advance of the employee's last day of work in accordance with Section 14.6.
 - The employee must have worked with the Employer for ten (10) consecutive years to qualify for a severance package.

12.3 Funeral Leave. All funeral leave must be taken in compliance with the Employer's Personnel Policy.

12.4 Military Duty:

- Time off is granted to an employee who is called for military duty. The employee will be paid the difference between his/her base salary and military reserve pay during a regular two (2) week summer encampment.
- An employee taking military training during his/her regular scheduled vacation period would be entitled to his/her military pay and his/her regular salary for that period.
- If an employee is due a pay differentiated payment, he/she should furnish evidence to the Administrator's office of all compensation received for military training; properly certified by the disbursing officer.

12.5 Jury Duty. Although an employee is granted time off for jury duty, he/she must furnish evidence, properly certified, to the Administrator's office of all compensation received for jury duty to be entitled to pay differential payment.

12.6 Worker's Compensation. An employee receiving Worker's Compensation, as a result of an injury received in the course of employment for the Employer, will receive the differential between his/her base salary and the compensation; subject to certification of said compensation.

12.7 Maternity or Adoption. A maternity leave or adoption leave of absence shall be granted to a natural or adoptive parent who requests such leave in conjunction with the birth or adoption of a child. The leave shall commence on the date requested by the employee and shall continue up to three (3) months; provided that such leave may be extended up to a maximum of one (1) year by mutual consent between the Employer and the employee.

ARTICLE 13: INSURANCE

- 13.1** The Union and the Employer will reopen the insurance portion of the Agreement if the insurance provider no longer offers the insurance plan subscribed to by the Employer and/or to negotiate the amount when the Employer receives its renewal information in November or as soon as it becomes available.
- 13.2** Any Union employee hired after January 1, 2007 will no longer be able to opt-out of the Employer's health insurance program and receive one hundred and fifty dollars (\$150.00) per month. The one hundred and fifty dollars (\$150.00) per month opt-out payment will be frozen for all current employees participating in the opt-out program. An employee hired prior to January 1, 2007 may choose between health insurance coverage through the Employer or the opt-out program plus one hundred and fifty dollars (\$150.00) per month.
- 13.3** Upon retirement, employees shall be permitted to continue coverage under the insurance program provided they pay the necessary premium and provided the carrier agrees.
- 13.4** The Employer shall provide each employee with a Term Life Insurance Policy in the amount of thirty-five thousand dollars (\$35,000.00) and will pay the premium due.
- 13.5** The Employer will pay one hundred percent (100%) of single-coverage premiums for the Employer's base plan. For family-coverage, the Employer will contribute one thousand and eighty dollars (\$1,080.00) towards the employee monthly premium towards the Employers base plan. The employee will be responsible for the next monthly premium up to two hundred and fifty dollars (\$250.00) per month. The Employer and the employee will split any remaining premium with the Employer paying ninety percent (90%) and the employee paying ten percent (10%). For single and family-coverage, the Employer will contribute one thousand, five hundred dollars (\$1,500.00) per year to the employee's HSA account.

ARTICLE 14: PROBATIONARY PERIODS, SENIORITY, RESIGNATION, AND RETIREMENT

- 14.1** All newly hired or rehired employees shall serve a twelve (12) month probationary period during which time he/she may be terminated at the sole discretion of the Employer.

Employees covered by this labor Agreement, who are appointed or hired to a supervisory position; where such position is not covered by the recognition clause of this labor Agreement, may return to their previous position provided they were continuously employed by the Employer and not let go from the

appointed or hired position for just cause disciplinary reasons. Such employees will return holding the seniority they held at the time of their leaving the Bargaining Unit with additional seniority accumulation for the time they were out of the Bargaining Unit. Individuals are not covered by the terms of this labor Agreement until their return to their previously held position.

- 14.2** During the probationary period, a promoted or reassigned regular full-time employee may be replaced in the employee's position at the sole discretion of the Employer.
- 14.3** Upon completion of the probationary period, employees shall become regular employees within the meaning of this Agreement and shall have seniority dating from the beginning date of their continuous employment.

Seniority shall be determined by the employee's length of employment in the employee's current job classification within this Bargaining Unit.

Senior employees will be given preference with regard to change in job classification through assignment or promotion when the job-relevant qualifications of employees are equal.

- 14.4** In the event of a layoff or recall, seniority shall govern provided:
- The senior employee is qualified to perform the work involved.
 - No regular employee shall be laid off while probationary employees are employed.
 - Employer actions under this subsection shall be subject to the provisions of Article 7.
- 14.5** The Employer shall maintain an appropriate seniority list.
- 14.6** Employees shall provide at least fourteen (14) calendar day's written notice of an intent to resign. Failure to provide such notice will mean loss of severance pay due under Article 12, Section 12.1 and Article 12, Section 12.2.
- 14.7** New officers with law enforcement experience who are state certified, meet all other entrance and training requirements of the Employer, and are approved by the Chief of Police, City Administrator, and City Council may be hired at a rate above the "start" wage rate to step 9.
- Officer with one (1) year of experience – 1-year wage rate
 - Officer with two (2) years of experience – 2-year wage rate
 - Officer with three (3) plus years of experience – up to a 9-year wage rate
 - At the discretion of management, a current licensed peace officer with at least three (3) plus years of full-time experience may be laterally

hired and start up to a 9-year wage step, defined in Schedule "A" of this Agreement.

- All new lateral hires shall be eligible to receive a bank of 40-hours PTO and 40-hours Sick Leave, at a minimum. Hours exceeding the 40-hours PTO and 40-hours Sick Leave, shall be in the sole discretion of the City.
- Neither of these actions impact seniority.

All other benefits and seniority will be accrued at the rate of a new employee.

ARTICLE 15: DISCIPLINE

15.1 Discipline will be for just cause only and in the form of:

- Oral Reprimand;
- Written Reprimand;
- Suspension;
- Demotion; or
- Discharge.

15.2 Suspensions, demotions, and discharges will be in written form.

15.3 Written reprimands, notices of suspension, and notices of discharge, which are to become part of an employee's personnel file, shall be read and acknowledged by signature of the employee. Employees and the Union will receive a copy of such reprimands and/or notices.

15.4 Employees may examine their own individual personnel files at reasonable times under the direct supervision of the Employer.

15.5 Discharges will be preceded by a five (5) day suspension without pay.

15.6 Employees will not be questioned concerning an investigation of disciplinary action unless the employee has been given an opportunity to have a Union representative present at such questioning. Any waiver of an employee's right to have a Union representative present shall be in writing.

15.7 Grievances relating to the Article shall be initiated by the Union in Step 2 of the grievance procedure under Article 7.

ARTICLE 16: WAGES

16.1 All employees shall be paid in accordance with Schedule "A" attached hereto and made a part of this Agreement with the following provisions:

- Future step movement will take place on January 1 each year.
- New hires receive their initial step increase after a successful twelve (12) months of employment.
- New hires receive their second step increase on the January 1 following successful completion of their probationary period.
- Step increases are tied to successful performance evaluations subject to contract grievance procedure.
- Schedule "A" represents a three percent (3%) general wage increase effective on January 1, 2025 and a three percent (3%) general wage increase effective on January 1, 2026.

16.2 The Employer shall provide each new full-time employee with the uniform listed in Schedule "B" and replacements. A new officer employed in a part-time status will be provided a proportionate amount of uniforms corresponding to schedule work time. Uniforms lost or damaged during duty assignments shall be replaced by the Employer. It is understood and agreed that an employee who terminates his/her employment before he/she has completed one (1) year of service shall return his/her uniform to the Employer.

16.3 Employees required to use their personal vehicles on city business shall be paid the IRS rate per mile for all miles involved in such usage and employees shall be reimbursed for expenses, supported by voucher, incurred while on city business, that are beyond the usual expenses of their employment. If city policy changes to reflect an increase, employees shall receive the same increased allowance. If a city vehicle is available, employees shall use that vehicle. If a city vehicle is not available, the employee shall be allowed to use their personal vehicle.

16.4 Night Shift Differential. All officers shall receive a \$1.05 per hour differential for all hours worked between 1800 and 0600 including night shift extensions. Employees scheduled on a continual night shift shall be paid the differential for all paid leave qualifying hours.

ARTICLE 17: P.O.S.T. LICENSE

17.1 The Employer shall pay the P.O.S.T. License renewal fees.

ARTICLE 18: RESPONSE TIME

18.1 For the purposes of this article, an officer shall follow the response time requirement if that officer(s) place of abode is within forty (40) miles from the Police Station.

ARTICLE 19: WAIVER

- 19.1** Any and all prior agreements, resolutions, practices, policies, rules, and regulations regarding terms and conditions of employment to the extent inconsistent with the provisions of the Agreement are hereby superseded.
- 19.2** The parties mutually acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any term or condition of employment not removed by law from bargaining. All agreements and understandings arrived at by the parties are set forth in writing in this Agreement for the stipulated duration of this Agreement. The Employer and the Union each voluntarily and unqualifiedly waives the right to meet and negotiate regarding any and all terms and conditions of employment referred to or covered in this Agreement or with respect to any term or condition of employment not specifically referred to or covered by this Agreement, even though such terms and conditions may not have been within the knowledge or contemplation of either or both parties at the time this Agreement was negotiated or executed.

ARTICLE 20: SAVINGS CLAUSE / INDEMNIFICATION / RIGHT TO COUNSEL

- 20.1** This Agreement is subject to the laws of the United States, the State of Minnesota, and the City of Big Lake. In the event any provision of this Agreement shall be held to be contrary to law or by a court of competent jurisdiction from whose final judgement or decree no appeal has been taken within the time provided, such provisions shall be voided. All other provisions of this Agreement shall continue in full force and effect. The voided provisions may be renegotiated at the written request of either party.

ARTICLE 21: PHYSICAL FITNESS

- 21.1** Employees shall receive the following incentive for successfully completing the Cooper or other agreed upon physical fitness test:
- Seventy percent (70%) or greater score – One percent (1%) paid as lump sum after passing (maximum payment is \$1,500).
 - Ninety percent (90%) or greater score – Two percent (2%) paid as lump sum after passing (maximum payment is \$1,500).

ARTICLE 22: DURATION

- 22.1** This Agreement shall be in effect from January 1, 2025 through December 31, 2026, and shall remain in effect from year to year thereafter unless either party shall give written notice at least sixty (60) days prior to any anniversary date of its desire to amend or terminate the Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seal this 13th day of November 2024.

FOR THE CITY OF BIG LAKE:

FOR LAW ENFORCEMENT LABOR
SERVICES, INC.:



Mayor, Paul Knier



Business Agent, Jay Maher



City Clerk, Gina Wolbeck



Steward, Joe Kalla



Steward, William Saliterman

SCHEDULE "A"

Police Officer Wage Schedule - Grade 14

103% Grade 14	3% Adjustment to PayScale		103% Grade 14	3% Adjustment to PayScale	
	2025			2026	
Step	Yearly	Hourly	Step	Yearly	Hourly
1	77,933.73	37.47	1	80,271.74	38.59
2	80,271.71	38.59	2	82,679.86	39.75
3	82,679.90	39.75	3	85,160.30	40.94
4	85,160.29	40.94	4	87,715.10	42.17
5	87,715.10	42.17	5	90,346.55	43.44
6	90,346.55	43.44	6	93,056.95	44.74
7	93,056.95	44.74	7	95,848.66	46.08
8	95,848.66	46.08	8	98,724.12	47.46
9	98,724.12	47.46	9	101,685.84	48.89

Police K-9 Officer Wage Schedule - Grade 15

103% Grade 15	3% Adjustment to PayScale		103% Grade 15	3% Adjustment to PayScale	
	2025			2026	
Step	Yearly	Hourly	Step	Yearly	Hourly
1	82,609.76	39.72	1	85,088.05	40.91
2	85,088.05	40.91	2	87,640.69	42.13
3	87,640.69	42.13	3	90,269.91	43.40
4	90,269.91	43.40	4	92,978.01	44.70
5	92,978.01	44.70	5	95,767.35	46.04
6	95,767.35	46.04	6	98,640.37	47.42
7	98,640.37	47.42	7	101,599.58	48.85
8	101,599.58	48.85	8	104,647.57	50.31
9	104,647.57	50.31	9	107,787.00	51.82

Police Investigator Wage Schedule - Grade 15

103% Grade 15	3% Adjustment to PayScale		103% Grade 15	3% Adjustment to PayScale	
	2025			2026	
Step	Yearly	Hourly	Step	Yearly	Hourly
1	82,609.76	39.72	1	85,088.05	40.91
2	85,088.05	40.91	2	87,640.69	42.13
3	87,640.69	42.13	3	90,269.91	43.40
4	90,269.91	43.40	4	92,978.01	44.70
5	92,978.01	44.70	5	95,767.35	46.04
6	95,767.35	46.04	6	98,640.37	47.42
7	98,640.37	47.42	7	101,599.58	48.85
8	101,599.58	48.85	8	104,647.57	50.31
9	104,647.57	50.31	9	107,787.00	51.82

SCHEDULE "B"

UNIFORM LISTING FOR FULL-TIME OFFICERS

It is expected that a new employee will be allowed to purchase the following seasonally appropriate items at the Employers cost:

<u>Qty</u>	<u>Item</u>	<u>Description</u>
3	S/S Duty shirt	1 must be Class "A" style
3	L/S Duty shirt	1 must be Class "A" style (no embroidery)
3	Duty Trousers	
1	Under Belt	
1	Duty Belt	
4	Belt Keepers	
1	Summer Jacket/Sweater	
1	Rain Jacket	
1	Tourniquet	
1	Tourniquet carrier	
1	Guardian Angel light	
1	Reflective Traffic Vest	
1	Class "A" Hat	
1	Hat badge and band	
1	Hat Rain Cover	
1	Nametag	
2	Shirt Badges	
1	Belt Clip/chain badge holder	
1	Business card holder, business cards	
1	Tie and tie bar	
1	Pair duty boots	
1	Armor vest w/ one internal and one external carrier if desired	
1	Squad organizer bag	
1	Metal organizer clipboard	
2	Handcuffs	
2	Handcuff carriers	
1	Handcuff key	
1	Key carrier	
1	Key Ring Belt Holder	
1	Duty Weapon Rail Light Holster for On-Duty	
1	Duty Weapon Rail Mounted Flashlight	
1	Duty Weapon Holster for non-uniform training	
1	Safe to store duty weapon (shall not exceed \$100)	
1	Ammo carrier for duty belt, a 2 nd carrier may be purchased for an exterior vest	
1	Flashlight	
1	Flashlight carrier	
1	Radio carrier	
1	Radio mic shirt clip	

- 1 TASER holster
- 1 OC
- 1 OC carrier
- 1 Earpiece for radio (not to exceed \$100)
- 1 Search gloves
- 1 Medical glove carrier

Winter Equipment:

- 1 Winter gloves
- 1 Winter Hat
- 1 Winter Jacket
- 1 Pair winter boots
- 2 Thermal Leggings
- 2 Turtlenecks

*The Gun Safe must be returned to the Police Department if the Employee does not make it past the probationary period.

SEASON HH - Upon Hire

A - April 15 to September 14 S - September 15 to April 14

NOTE: All items purchased or replaced by the Employer may be reclaimed upon termination of employment.

UNIFORM ALLOWANCE:

\$850 per year shall be paid to each officer for replacement and maintenance of uniform items. Uniforms are to be replaced upon the discretion of the Police Chief. The Employer will pay any bills submitted for named officers or reimburse for receipts given to the Police Chief. Any amount over scheduled amount will be the responsibility of the officer. The Police Chief will keep and update a complete list of approved uniform and equipment items.

SCHEDULE "C"

UNIFORM / EQUIPMENT REPLACEMENT

All items on Schedule "B" unless specified as follows. All items are at the discretion and approval of the Police Chief.

- 1 set of handcuffs per year
- 2 pairs of gloves per year (1 winter pair and 1 summer pair)
- 1 badge per year
- 1 flashlight per year
- 1 ear piece per year (not to exceed \$100)
- ~~Gun Safe (not to exceed \$100)~~
- Long underwear
- 1 winter sweater per year
- 2 turtle necks per year
- Replacement parts and batteries for flashlight
- 1 cell phone holder per year
- 1 face mask per year
- 1 handcuff key per year

The items listed in Schedule "B" and Schedule "C" are intended to be complete examples but not exclusive. The Police Chief may approve other clothing and equipment purchases providing any such purchases are work related.

The main purpose of the uniform allowance is for care, maintenance, or replacement of uniforms such as shirts, pants, or boots.

SCHEDULE "D"

FIREARMS / AMMUNITION

AUTHORIZED AMMUNITION:

- The Big Lake Police Department shall provide for each officer a department specified firearm, holster, magazine carrier, and any other equipment deemed necessary. The make, model, and caliber shall be determined by the Chief of Police. This will be the only authorized firearm for carry without the express authorization of the Chief of Police for cause.
- Officers are encouraged to carry a firearm off duty. An off-duty officer may carry any firearm that the officer has qualified with through the Big Lake Police Department qualification course, has been approved by the Chief of Police, and follows off duty carry policy.
- All firearms carried by officers are subject to inspection at any time by the firearms instructor or the Chief of Police. Firearms must be kept clean and serviceable at all times.
- No officer in any way shall alter or modify an approved firearm without the approval of the Chief of Police.
- .223 carbines will be supplied by the department
- No officer will have more than 3 firearms registered with the Department at any time.

AUTHORIZED AMMUNITION:

- The department will supply all duty ammunition for the officer's primary duty weapon only. Only department supplied ammunition will be carried while on duty. The Department will provide training ammunition for mandated training and qualifications.
- Back up weapon and practice ammunition will be supplied by the officer and maybe purchased using the officer's uniform allowance. Practice ammunition will be commercially manufactured ammunition.

PURCHASE OF FIREARMS:

- Officers shall be allowed to purchase one authorized duty firearm with their uniform allowance once every 4 years. Purchase of a firearm from the officer's uniform allowance does not excuse the standards of the uniform policy.

Uniforms will be kept in a clean, neat, and serviceable condition prior to purchasing a firearm.

- **Ownership:** As with other items purchased with uniform allowance, i.e. boots, shirts, pants, the firearm will be owned by the officer.
- **Maintenance:** The officer will be responsible for routine up keep of their duty weapon. All weapons should be checked regularly for deficiencies, and be kept in a clean and serviceable condition at all times. In the event of a breakage of a firearm owned by the officer, the department will be responsible for repairs and inspection if the breakage occurred while the officer was on duty and acting within the scope of their employment. If the breakage occurred in an off duty setting, the officer will be responsible for repairs. The repairs will be made by a certified amour.

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is entered into by and between the City of Big Lake (City) and Law Enforcement Labor Services, Inc. Local #164 (Union) (collectively, the "Parties").

WHEREAS, the City and Union are parties to a collective bargaining agreement (CBA) covering employees in the Police Officers bargaining unit; and

WHEREAS, vacation accrual under Article 12.1 of the CBA has historically been consistent with the vacation accrual provided in the City's Personnel Policy.

NOW, THEREFORE, the parties agree that Article 12.1 is amended as follows:

ARTICLE 12: LEAVES

12.1 Vacation:

- Regular employees shall earn vacation benefits on the following basis:

<u>Years of Service</u>	<u>Annual Accrual</u>
Less than 3 Years	14 Days or 4.30 hours/payroll
3 to 7 Years	20 Days or 6.15 hours/payroll
7 to 14 Years	22 Days or 6.76 hours/payroll
Greater than 14 Years	26 Days or 8.00 hours/payroll

- No employee may waive vacation time in order to receive double time.
- Employees who are separated from employment in good standing with the Employer shall be paid all earned and unused vacation time.
- Employees may carry over 240 hours of earned and unused vacation time from year-to-year.
 - Vacation periods for a specified year will be bid by seniority. The bidding process shall begin December 1 and conclude December 15 of the prior year. Officers may request one (1) priority vacation period during this time. The priority vacation period may not exceed two (2) calendar weeks and must be comprised of consecutive work days. All vacation requests after this period will be reviewed and approved according to department staffing guidelines.

Except as expressly modified by this MOU, all terms and conditions of the CBA remain in full force and effect.

IN WITNESS WHEREOF, the Parties execute this MOU on the date(s) set forth below.

Agreed this 18th day of February 2026.

CITY OF BIG LAKE:

LAW ENFORCEMENT LABOR
SERVICES, INC.:

02/18/26
Date
Mayor Paul Knier
City of Big Lake

Steven Poppler 2/4/26
Date
Business Agent, Steven Poppler

William Saltesman 01-31-26
Date
Steward, William Saltesman

02/18/26
Date
Clerk Gina Wolbeck
City of Big Lake

Michael Asfeld 01.28.26
Date
Steward, Michael Asfeld



AGENDA ITEM

Big Lake City Council

Prepared By: <i>Hanna Klimmek, City Administrator</i>	Meeting Date: <i>2/18/2026</i>	<input type="checkbox"/> Regular Agenda Item <input checked="" type="checkbox"/> Consent Agenda Item	Item No. 6L
Item Description: <i>Annual Uniform Allowance Memorandum of Understanding Between the City of Big Lake and Law Enforcement Labor Services, Inc., Local No. 164</i>	Reviewed By: <i>Deb Wegeleben, Finance/HR Director, Soren Mattick, City Attorney, & the Labor Management Committee (Councilmembers Seefeld & Geroux)</i> Reviewed By: <i>LELS Union Stewards; Officer Saliterman & Officer Asfeld</i>		

ACTION REQUESTED

By approving this item on the Consent Agenda, Council would be approving a Memorandum of Understanding (MOU) between the City of Big Lake and Law Enforcement Labor Services, Inc. (LELS), Local No. 164 for the purpose of increasing the annual uniform allowance from \$850.00 to \$1,000.00.

BACKGROUND/DISCUSSION

The City of Big Lake and Law Enforcement Labor Services, Inc. (LELS) Local No. 164 have reached a proposed Memorandum of Understanding (MOU) requesting that the city consider an increase to the annual police uniform allowance. The current uniform allowance is \$850 per year.

Through this MOU, LELS Local No. 164 is requesting that the city increase the annual uniform allowance from \$850 to \$1,000.

The union has indicated that the cost of uniforms, footwear, protective equipment, and other required duty-related items has increased considerably since the last adjustment. As a result, officers are increasingly covering these costs out of pocket to maintain required uniforms and equipment necessary to safely and effectively perform their duties. The requested increase is intended to better align the allowance with current market costs and reduce the financial burden on employees.

The existing labor agreement between the City and LELS Local No. 164 is in its second year and runs from January 1, 2025, through December 31, 2026. The uniform allowance was last adjusted in 2023, when it increased from \$825 to \$850.

The MOU was presented to the Labor Management Committee, which is comprised of Councilmembers Seefeld and Geroux, on Wednesday, January 28, 2026. The Committee is recommending approval of the MOU.

FINANCIAL IMPACT

Increase of the annual uniform allowance for members of the LELS Union from \$850.00 to \$1,000.00.

STAFF RECOMMENDATION

Consider and approve the Memorandum of Understanding (MOU) between the City of Big Lake and Law Enforcement Labor Services, Inc. (LELS), Local No. 164 for the purpose of increasing the annual uniform allowance from \$850.00 to \$1,000.00.

ATTACHMENTS

Collective Bargaining Agreement – 1/1/25 – 12/31/26
Memorandum of Understanding (MOU)

**LABOR AGREEMENT
BETWEEN
THE CITY OF BIG LAKE
AND
LAW ENFORCEMENT LABOR SERVICES, INC.
(LOCAL #164)**

**EFFECTIVE JANUARY 1, 2025 THROUGH
DECEMBER 31, 2026**



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ARTICLE 1: PURPOSE OF AGREEMENT

This Agreement is entered into as of January 1, 2025, between the City of Big Lake, hereinafter called the, "Employer," and Law Enforcement Labor Services, Inc., hereinafter called the, "Union."

The intent and purpose of this Agreement is to:

- 1.1 Assure sound and mutually beneficial working and economic relationships between the parties hereto;
- 1.2 Establish procedures for the resolution of disputes concerning the Agreement's interpretation and/or application; and
- 1.3 Place, in written form, the parties' agreement upon terms and conditions of employment for the duration of this Agreement.

ARTICLE 2: RECOGNITION

- 2.1 The Employer recognizes the Union as the exclusive representative, under Minnesota Statutes, Section 179A.03, for police personnel following job classification:
 - All police personnel employed by the Employer, employed fourteen (14) hours per week and sixty-seven (67) days per year, excluding supervisory, confidential and part-time employees.
- 2.2 In the event the Employer and the Union are unable to agree as to the inclusion or exclusion of a new or modified job class, the issue shall be submitted to the Bureau of Mediation Services for determination.

ARTICLE 3: DEFINITIONS

- 3.1 **Union.** Law Enforcement Labor Services, Inc.
- 3.2 **Union Member.** A member of Law Enforcement Labor Services, Inc.
- 3.3 **Employee.** A member of the exclusively recognized Bargaining Unit.
- 3.4 **Regular Employee.** Employee who has completed the probationary period.
- 3.5 **Probationary Employee.** Employee who has not completed the probationary period.
- 3.6 **Department.** The City of Big Lake Police Department.

- 3.7 **Employer.** The City of Big Lake.
- 3.8 **Chief.** The Chief of the Big Lake Police Department.
- 3.9 **Union Officer.** Officer elected or appointment by Law Enforcement Labor Services, Inc.
- 3.10 **Scheduled Shift.** A work period including rest breaks.
- 3.11 **Rest Breaks.** Periods during the scheduled shift during which the employees remain on continual duty and are responsible for assigned duties.
- 3.12 **Strike.** Concerted action in failing to report for duty, the willful absence from one's position, the stoppage of work slow-down or abstinence in whole or in part from the full, faithful and proper performance of the duties of employment for the purposes of including, influencing, or coercing a change in the conditions or compensation or the rights, privileges, or obligations of employment.
- 3.13 **Overtime.** Overtime work performed at the express authorization of the Employer.

ARTICLE 4: EMPLOYER SECURITY

- 4.1 The Union agrees that during the life of this Agreement, the Union will not cause, encourage, participate in, or support any strike, slow-down, or other interpretation of or interference with the normal functions of the Employer.

ARTICLE 5: EMPLOYER AUTHORITY

- 5.1 The Employer retains the full and unrestricted right to operate and manage all manpower, facilities and equipment; to set and amend budgets; to determine the utilization of technology; to establish and modify the organizational structure; to select, direct, and determine the number of personnel; to establish work schedules; and to perform any inherent managerial function not specifically limited by this Agreement.
- 5.2 Any term and condition of employment not specifically established or modified by this Agreement shall remain solely within the discretion of the Employer to modify, establish, or eliminate, in accordance with applicable laws and regulations, of appropriate authorities.

ARTICLE 6: UNION SECURITY

- 6.1 The Employer shall deduct from the wages of employees who authorize such a deduction, in writing, an amount necessary to cover monthly Union dues. Such monies shall be remitted as agreed upon between the Employer and the Union.

- 6.2 The Union may designate employees from the Bargaining Unit to act as a steward and an alternate and shall inform the Employer, in writing, of such choice and changes in the position of steward and/or alternate.
- 6.3 The Employer shall make space available on the employee bulletin board for posting Union notices and announcements.
- 6.4 The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders, or judgements brought against the Employer as a result of any action taken or not taken by the Employer under the provision of this Article.

ARTICLE 7: EMPLOYEE RIGHTS / GRIEVANCE PROCEDURE

- 7.1 Employees shall have the rights granted to all citizens by the United States and Minnesota State Constitution.
- 7.2 **Definition of a Grievance.** A grievance is defined as a dispute or disagreement as to the interpretation or application of the specific terms and conditions of this Agreement.
- 7.3 **Union Representatives.** The Employer will recognize representatives designated by the Union as the grievance representative of the Bargaining Unit having the duties and responsibilities established by this Article. The Union shall notify the Employer, in writing, of the names of such Union representatives and of their successors when so designated.
- 7.4 **Processing of a Grievance.** It is recognized and accepted, by the Union and the Employer, that the processing of grievances as hereafter provided is limited by the job duties and responsibilities of the employees and shall therefore be accomplished during normal working hours only when consistent with such employee duties and responsibilities. The aggrieved employee and the Union representative shall be allowed a reasonable amount of time without loss in pay when a grievance is investigated and presented to the Employer during normal working hours provided that the employee and the Union representative notified and received the approval of the designated supervisor who has determined that such absence is reasonable and would not be detrimental to the work of the Employer.
- 7.5 **Procedure.** Grievance, as defined in Section 7.1, shall be resolved in conformance with the following procedure:

Step 1. An employee claiming a violation concerning the interpretation or application of this Agreement shall, within twenty-one (21) calendar days after such alleged violation has occurred, present such grievance to the employee's

supervisor as designated by the Employer. The Employer-designated representative will discuss and give an answer to such Step 1 grievance within ten (10) calendar days after receipt. A grievance not resolved in Step 1 and appealed to Step 2 shall be placed, in writing, setting forth the nature of the grievance, the facts on which it is based, the provision(s) of the Agreement allegedly violated, the remedy requested, and shall be appealed to Step 2 within ten (10) calendar days after the Employer-designated representative's final answer in Step 1. Any grievance not appealed, in writing, to Step 2 by the Union within ten (10) calendar days shall be considered waived.

Step 2. If appealed, the written grievance shall be presented by the Union and discussed with the Employer-designated representative who shall give the Union the Employer's Step 2 answer, in writing, within ten (10) calendar days after receipt of such Step 2 grievance. A grievance not resolved in Step 2 may be appealed to Step 3 within ten (10) calendar days following the Employer-designated representative's final Step 2 answer. Any grievance not appealed, in writing, to Step 3 by the Union within ten (10) calendar days shall be considered waived.

Step 3. A grievance unresolved in Step 2 and appealed to Step 3 by then Union shall be submitted to arbitration subject to the provisions of the Public Employment Labor Relations Act of 1971, as amended. The selection of an arbitrator shall be made in accordance with the, "Rules Governing the Arbitration of Grievances" as established by the Public Employment Relations Board. A failure by the Union to participate in the selection of an arbitrator within six (6) months from the date the Bureau of Mediation Services provides a list of arbitrators to choose from shall result in a forfeiture by the Union of the right to pursue a grievance. A failure of an Employer-designated representative to participate in the selection of an arbitrator within six (6) months from the date the Bureau of Mediations Services provides a list of arbitrators to choose from shall require mandatory alleviation of the grievance as requested in the last statement by the Union. The time limit may be extended by mutual written agreement of the Employer and the Union. This language shall apply to all grievances filed after July 1, 2010.

7.6 Arbitrators Authority:

- The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the terms and conditions of this Agreement. The arbitrator shall consider and decide only the specific issue(s) submitted, in writing, by the Employer and the Union; and shall have no authority to decide on any other issue not submitted.
- The arbitrator shall be without power to make decisions contrary to, or inconsistent with, or modifying or varying in any way the application of laws,

rules, or regulations having the force and effect of law. The arbitrator's decisions shall be submitted, in writing, within thirty (30) days following close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to an extension. The decision shall be binding on both the Employer and the Union and shall be based solely on the arbitrator's interpretation or application of the express terms of this Agreement and to the facts of the grievance presented.

- The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the Employer and the Union provided that each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record. If both parties desire a verbatim record of the proceedings, the cost shall be shared equally.

7.7 Waiver. If a grievance is not presented within the time limits set forth above, it shall be considered, "waived." If a grievance is not appealed to the next Step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the Employer's last answer. If the Employer does not answer a grievance or an appeal thereof within the specified time limits, the Union may elect to treat the grievance as denied at that Step and immediately appeal the grievance to the next Step. The time limit in each Step may be extended by mutual written agreement of the Employer and then Union at each Step.

7.8 Choice of Remedy. If, as a result of the written Employer response in Step 2, the grievance remains unresolved, and if the grievance involves the suspension, demotion, or discharge of an employee who has completed the required probationary period, the grievance may be appealed either to Step 3 of Article 7 or a procedure such as Civil Service, Veteran's Preference, or Fair Employment.

ARTICLE 8: HOURS OF WORK

8.1 The Employer shall be the sole authority in determining the work schedules.

8.2 Work shifts may consist of eight (8) hours, ten (10) hours, or twelve (12) hours. One (1) day of any type of leave defined in this Agreement is equivalent to eight (8) hours.

8.3 The normal work year is two thousand eighty (2,080) hours to be accounted for by each employee through:

- Hours worked on assigned shifts.
- Assigned training time.
- Authorized paid leave time.

- 8.4 Employees shall be given two (2) fifteen (15) minute rest periods in each work day, as defined in Article 3, Section 3.11.
- 8.5 Nothing contained in this or any other Article shall be interpreted to be a guarantee of a minimum or maximum number of hours of work.
- 8.6 The Chief of Police shall create a yearly FLSA Schedule, which will be posted and disseminated to members of the Bargaining Unit. The schedule shall be based upon a twenty-eight (28) day cycle. Time owed back to members, as part of a regular schedule cycle, will be exchanged during the FLSA cycle that corresponds with the time owed.
- 8.7 In the event of a short notice shift change of forty-eight (48) hours or less, the employee will receive pay at the overtime rate for the hours outside of the previously scheduled shift.

ARTICLE 9: OVERTIME AND PREMIUM PAY

- 9.1 All work in excess of eighty (80) hours per a two-week (2-week) pay period shall be compensated for with compensatory time off at the rate of one and one-half (1 ½) hours of compensatory time for each hour of overtime. Change of shift does not qualify an employee for overtime under this Article.
- 9.2 All work in excess of a scheduled shift in any one (1) day shall be compensated for with compensatory time off at the rate of one and one-half (1 ½) hours of compensatory time for each hour of overtime.
- 9.3 Employees who are separated from employment with the Employer shall be paid all earned and unused compensatory time.
- 9.4 Employees who work overtime on New Year's Day, Thanksgiving Day, and Christmas Day shall be compensated at an overtime rate of double time.
- 9.5 **POST Mandated Training Pay:**
- Employees shall receive straight time pay for all time spent off duty, while on training assignments, that are not classified as POST Mandated Training Requirements. Straight time pay, for this purpose, may include time off given from a regularly schedule shift in exchange for a training assignment under this category, as long as it falls within the designated FLSA period.
 - Required training is training that is POST Mandated and is compensated with one and one-half (1 ½) hours for each hour of overtime.
 - Training which is POST Mandated and not POST Mandated shall be determined by the Chief of Police.

- Schedules may be amended or changed to accommodate POST Mandatory Training which falls on an employee's scheduled work day. Employees will not be compensated at the one and one-half (1 ½) hour rate for POST Mandatory Training when it is on a scheduled work day. Overtime shall still be granted as called for under Article 9, Section 9.2 when training and/or work performed lasts longer than the normal shift length.
- For the purposes of this section, a department meeting shall be handled in the same manner as POST Mandated Training.

9.6 Employees may request cash payment in lieu of compensatory overtime due under this Article. The maximum amount of compensatory time an employee can carry over from year-to-year is eighty (80) hours. Employees that accumulate more than eighty (80) hours during the year, will be paid down to eighty (80) hours at year-end.

9.7 For the purpose of computing overtime compensation, overtime hours worked shall not be pyramided, compounded, or paid twice for the same hours worked.

9.8 An employee required to appear in court during their scheduled off-duty time shall receive a minimum of three (3) hours pay at one and one-half (1 ½) times the employee's base pay rate. An extension or early report to a regularly scheduled shift does not qualify the employee for the three (3) hour minimum. An employee notified of cancellation less than 24 hours prior to the scheduled court appearance shall receive the three (3) hour minimum.

9.9 Employees called to work while off-duty shall receive a minimum of three (3) hours pay at one and one-half (1 ½) his/her hour rate of pay. An extension or early report to a regularly scheduled shift does not qualify the employee for the three (3) hour minimum.

ARTICLE 10: SPECIALTY PAY

10.1 FTO Pay:

- Employees shall receive thirty (30) minutes of overtime for each four (4) hour block performing FTO duties.

10.2 Canine Officer:

- The Employer may appoint and officer to serve as a Canine Handler with the officer's consent.
- Canine Handler's shall receive one-half (1/2) hour pay at one and one-half (1 ½) time the officer's base rate of pay on scheduled days off as compensation for routine feeding and grooming of the animal. Routine feeding and grooming

of the animal during on-schedule days shall account for one-half (1/2) hour of scheduled time on.

- Time spent by the Canine Handler in the training or additional maintenance of the animal will be handled in accordance with the Article on training time.
- The Employer shall be responsible for any and all necessary costs of acquiring and maintaining the animal such as food, veterinary expense, kennels, and accessories.
- The Employer shall pay the difference between the employee's regular homeowner's insurance policy and the premium necessary to provide additional coverage as may be required by the Employer.
- The Employer shall pay any and all costs associated with necessary training.

ARTICLE 11: HOLIDAYS

11.1 Regular employees shall receive eight (8) hours straight time pay for each of the following eleven (11) holidays, which shall be paid as per Section 11.5:

New Year's Day	Labor Day
Martin Luther Kind Jr. Day	Veteran's Day
President's Day	Thanksgiving Day
Memorial Day	Friday after Thanksgiving Day
Juneteenth	Christmas Day
Independence Day	

11.2 Religious Holidays:

- Regular employees, at the discretion of their supervisor, may be granted time at the beginning or end of their scheduled work day, or during their lunch break, to attend church services on Good Friday.
- Regular employees who desire time off to observe holidays other than a provided under Section 11.1 shall make a request of their supervisor at least three (3) days prior to the holiday.

11.3 Regular employees who work on a holiday shall receive one and one-half (1 ½) times their regular rate for each hour of work, in addition to the paid holiday pay.

11.4 In order to qualify for the holiday pay provided by this Article, an employee must be on pay status his las scheduled day immediately before and his first scheduled work day immediately following the holiday.

11.5 The Employer will issue the holiday pay check at the end of the year between December 1st and 15th. When an employee leaves in good standing prior to the year's-end, the Employer will pro-rate the holiday pay.

ARTICLE 12: LEAVES

12.1 Vacation:

- Regular employees shall earn vacation benefits on the following basis:

<u>Years of Service</u>	<u>Annual Accrual</u>
Less than 3 Years	14 Days or 4.30 hours/payroll
3 to 14 Years	20 Days or 6.15 hours/payroll
Greater than 14 Years	26 Days or 8.00 hours/payroll

- No employee may waive vacation time in order to receive double time.
- Employees who are separated from employment with the Employer shall be paid all earned and unused vacation time.
- Employees may carry over 240 hours of earned and unused vacation time from year-to-year.
 - Vacation periods for a specified year will be bid by seniority. The bidding process shall begin December 1 and conclude December 15 of the prior year. Officers may request one (1) priority vacation period during this time. The priority vacation period may not exceed two (2) calendar weeks and must be comprised of consecutive work days. All vacation requests after this period will be reviewed and approved according to department staffing guidelines.

12.2 Sick Leave:

- Sick leave with pay shall be earned by each regular employee in accordance with the following:
 - One (1) day per month for each month of service.
- Sick leave may be used by a regular employee, up to a maximum of twenty-four (24) hours per year, for personal reasons. This leave must be taken to cover an entire scheduled shift. Personal leave taken is deducted from earned sick leave. This is subject to prior approval of the supervisor and is granted with pay. Employees that have not completed their probationary period are not entitled to personal leave. Unused personal leave shall not carry over to the next calendar year.
- Sick leave may be accumulated up to a maximum of eight hundred (800) hours. For all hours in excess of eight hundred (800) hours, the employee can either take one-half (1/2) day of vacation or one-half (1/2) day of pay. Either option must be used in the year it is earned.
- The employee shall follow the Personnel Policy procedures when using accrued sick leave.

- The following procedure shall be followed in the administration of sick leave for regular, full-time employees who are separated from employment with the Employer:
 - Provided the following conditions are satisfied, an employee shall be entitled to two (2) days of sick leave per year of service, not to exceed thirty (30) days, to be paid to the employee upon resigning from the Employer:
 - The employee must resign in good standing.
 - The employee must provide written notice of his/her resignation to the Employer at least two (2) weeks in advance of the employee's last day of work in accordance with Section 14.6.
 - The employee must have worked with the Employer for ten (10) consecutive years to qualify for a severance package.

12.3 Funeral Leave. All funeral leave must be taken in compliance with the Employer's Personnel Policy.

12.4 Military Duty:

- Time off is granted to an employee who is called for military duty. The employee will be paid the difference between his/her base salary and military reserve pay during a regular two (2) week summer encampment.
- An employee taking military training during his/her regular scheduled vacation period would be entitled to his/her military pay and his/her regular salary for that period.
- If an employee is due a pay differentiated payment, he/she should furnish evidence to the Administrator's office of all compensation received for military training; properly certified by the disbursing officer.

12.5 Jury Duty. Although an employee is granted time off for jury duty, he/she must furnish evidence, properly certified, to the Administrator's office of all compensation received for jury duty to be entitled to pay differential payment.

12.6 Worker's Compensation. An employee receiving Worker's Compensation, as a result of an injury received in the course of employment for the Employer, will receive the differential between his/her base salary and the compensation; subject to certification of said compensation.

12.7 Maternity or Adoption. A maternity leave or adoption leave of absence shall be granted to a natural or adoptive parent who requests such leave in conjunction with the birth or adoption of a child. The leave shall commence on the date requested by the employee and shall continue up to three (3) months; provided that such leave may be extended up to a maximum of one (1) year by mutual consent between the Employer and the employee.

ARTICLE 13: INSURANCE

- 13.1** The Union and the Employer will reopen the insurance portion of the Agreement if the insurance provider no longer offers the insurance plan subscribed to by the Employer and/or to negotiate the amount when the Employer receives its renewal information in November or as soon as it becomes available.
- 13.2** Any Union employee hired after January 1, 2007 will no longer be able to opt-out of the Employer's health insurance program and receive one hundred and fifty dollars (\$150.00) per month. The one hundred and fifty dollars (\$150.00) per month opt-out payment will be frozen for all current employees participating in the opt-out program. An employee hired prior to January 1, 2007 may choose between health insurance coverage through the Employer or the opt-out program plus one hundred and fifty dollars (\$150.00) per month.
- 13.3** Upon retirement, employees shall be permitted to continue coverage under the insurance program provided they pay the necessary premium and provided the carrier agrees.
- 13.4** The Employer shall provide each employee with a Term Life Insurance Policy in the amount of thirty-five thousand dollars (\$35,000.00) and will pay the premium due.
- 13.5** The Employer will pay one hundred percent (100%) of single-coverage premiums for the Employer's base plan. For family-coverage, the Employer will contribute one thousand and eighty dollars (\$1,080.00) towards the employee monthly premium towards the Employers base plan. The employee will be responsible for the next monthly premium up to two hundred and fifty dollars (\$250.00) per month. The Employer and the employee will split any remaining premium with the Employer paying ninety percent (90%) and the employee paying ten percent (10%). For single and family-coverage, the Employer will contribute one thousand, five hundred dollars (\$1,500.00) per year to the employee's HSA account.

ARTICLE 14: PROBATIONARY PERIODS, SENIORITY, RESIGNATION, AND RETIREMENT

- 14.1** All newly hired or rehired employees shall serve a twelve (12) month probationary period during which time he/she may be terminated at the sole discretion of the Employer.

Employees covered by this labor Agreement, who are appointed or hired to a supervisory position; where such position is not covered by the recognition clause of this labor Agreement, may return to their previous position provided they were continuously employed by the Employer and not let go from the

appointed or hired position for just cause disciplinary reasons. Such employees will return holding the seniority they held at the time of their leaving the Bargaining Unit with additional seniority accumulation for the time they were out of the Bargaining Unit. Individuals are not covered by the terms of this labor Agreement until their return to their previously held position.

- 14.2** During the probationary period, a promoted or reassigned regular full-time employee may be replaced in the employee's position at the sole discretion of the Employer.
- 14.3** Upon completion of the probationary period, employees shall become regular employees within the meaning of this Agreement and shall have seniority dating from the beginning date of their continuous employment.

Seniority shall be determined by the employee's length of employment in the employee's current job classification within this Bargaining Unit.

Senior employees will be given preference with regard to change in job classification through assignment or promotion when the job-relevant qualifications of employees are equal.

- 14.4** In the event of a layoff or recall, seniority shall govern provided:
- The senior employee is qualified to perform the work involved.
 - No regular employee shall be laid off while probationary employees are employed.
 - Employer actions under this subsection shall be subject to the provisions of Article 7.

14.5 The Employer shall maintain an appropriate seniority list.

14.6 Employees shall provide at least fourteen (14) calendar day's written notice of an intent to resign. Failure to provide such notice will mean loss of severance pay due under Article 12, Section 12.1 and Article 12, Section 12.2.

14.7 New officers with law enforcement experience who are state certified, meet all other entrance and training requirements of the Employer, and are approved by the Chief of Police, City Administrator, and City Council may be hired at a rate above the "start" wage rate to step 9.

- Officer with one (1) year of experience – 1-year wage rate
- Officer with two (2) years of experience – 2-year wage rate
- Officer with three (3) plus years of experience – up to a 9-year wage rate
 - At the discretion of management, a current licensed peace officer with at least three (3) plus years of full-time experience may be laterally

hired and start up to a 9-year wage step, defined in Schedule "A" of this Agreement.

- All new lateral hires shall be eligible to receive a bank of 40-hours PTO and 40-hours Sick Leave, at a minimum. Hours exceeding the 40-hours PTO and 40-hours Sick Leave, shall be in the sole discretion of the City.
- Neither of these actions impact seniority.

All other benefits and seniority will be accrued at the rate of a new employee.

ARTICLE 15: DISCIPLINE

15.1 Discipline will be for just cause only and in the form of:

- Oral Reprimand;
- Written Reprimand;
- Suspension;
- Demotion; or
- Discharge.

15.2 Suspensions, demotions, and discharges will be in written form.

15.3 Written reprimands, notices of suspension, and notices of discharge, which are to become part of an employee's personnel file, shall be read and acknowledged by signature of the employee. Employees and the Union will receive a copy of such reprimands and/or notices.

15.4 Employees may examine their own individual personnel files at reasonable times under the direct supervision of the Employer.

15.5 Discharges will be preceded by a five (5) day suspension without pay.

15.6 Employees will not be questioned concerning an investigation of disciplinary action unless the employee has been given an opportunity to have a Union representative present at such questioning. Any waiver of an employee's right to have a Union representative present shall be in writing.

15.7 Grievances relating to the Article shall be initiated by the Union in Step 2 of the grievance procedure under Article 7.

ARTICLE 16: WAGES

16.1 All employees shall be paid in accordance with Schedule "A" attached hereto and made a part of this Agreement with the following provisions:

- Future step movement will take place on January 1 each year.
- New hires receive their initial step increase after a successful twelve (12) months of employment.
- New hires receive their second step increase on the January 1 following successful completion of their probationary period.
- Step increases are tied to successful performance evaluations subject to contract grievance procedure.
- Schedule "A" represents a three percent (3%) general wage increase effective on January 1, 2025 and a three percent (3%) general wage increase effective on January 1, 2026.

16.2 The Employer shall provide each new full-time employee with the uniform listed in Schedule "B" and replacements. A new officer employed in a part-time status will be provided a proportionate amount of uniforms corresponding to schedule work time. Uniforms lost or damaged during duty assignments shall be replaced by the Employer. It is understood and agreed that an employee who terminates his/her employment before he/she has completed one (1) year of service shall return his/her uniform to the Employer.

16.3 Employees required to use their personal vehicles on city business shall be paid the IRS rate per mile for all miles involved in such usage and employees shall be reimbursed for expenses, supported by voucher, incurred while on city business, that are beyond the usual expenses of their employment. If city policy changes to reflect an increase, employees shall receive the same increased allowance. If a city vehicle is available, employees shall use that vehicle. If a city vehicle is not available, the employee shall be allowed to use their personal vehicle.

16.4 Night Shift Differential. All officers shall receive a \$1.05 per hour differential for all hours worked between 1800 and 0600 including night shift extensions. Employees scheduled on a continual night shift shall be paid the differential for all paid leave qualifying hours.

ARTICLE 17: P.O.S.T. LICENSE

17.1 The Employer shall pay the P.O.S.T. License renewal fees.

ARTICLE 18: RESPONSE TIME

18.1 For the purposes of this article, an officer shall follow the response time requirement if that officer(s) place of abode is within forty (40) miles from the Police Station.

ARTICLE 19: WAIVER

- 19.1** Any and all prior agreements, resolutions, practices, policies, rules, and regulations regarding terms and conditions of employment to the extent inconsistent with the provisions of the Agreement are hereby superseded.
- 19.2** The parties mutually acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any term or condition of employment not removed by law from bargaining. All agreements and understandings arrived at by the parties are set forth in writing in this Agreement for the stipulated duration of this Agreement. The Employer and the Union each voluntarily and unqualifiedly waives the right to meet and negotiate regarding any and all terms and conditions of employment referred to or covered in this Agreement or with respect to any term or condition of employment not specifically referred to or covered by this Agreement, even though such terms and conditions may not have been within the knowledge or contemplation of either or both parties at the time this Agreement was negotiated or executed.

ARTICLE 20: SAVINGS CLAUSE / INDEMNIFICATION / RIGHT TO COUNSEL

- 20.1** This Agreement is subject to the laws of the United States, the State of Minnesota, and the City of Big Lake. In the event any provision of this Agreement shall be held to be contrary to law or by a court of competent jurisdiction from whose final judgement or decree no appeal has been taken within the time provided, such provisions shall be voided. All other provisions of this Agreement shall continue in full force and effect. The voided provisions may be renegotiated at the written request of either party.

ARTICLE 21: PHYSICAL FITNESS

- 21.1** Employees shall receive the following incentive for successfully completing the Cooper or other agreed upon physical fitness test:
- Seventy percent (70%) or greater score – One percent (1%) paid as lump sum after passing (maximum payment is \$1,500).
 - Ninety percent (90%) or greater score – Two percent (2%) paid as lump sum after passing (maximum payment is \$1,500).

ARTICLE 22: DURATION

- 22.1** This Agreement shall be in effect from January 1, 2025 through December 31, 2026, and shall remain in effect from year to year thereafter unless either party shall give written notice at least sixty (60) days prior to any anniversary date of its desire to amend or terminate the Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seal this 13th day of November 2024.

FOR THE CITY OF BIG LAKE:

FOR LAW ENFORCEMENT LABOR
SERVICES, INC.:



Mayor, Paul Knier



Business Agent, Jay Maher



City Clerk, Gina Wolbeck



Steward, Joe Kalla



Steward, William Saliterman

SCHEDULE "A"

Police Officer Wage Schedule - Grade 14

103% Grade 14	3% Adjustment to PayScale		103% Grade 14	3% Adjustment to PayScale	
	2025			2026	
Step	Yearly	Hourly	Step	Yearly	Hourly
1	77,933.73	37.47	1	80,271.74	38.59
2	80,271.71	38.59	2	82,679.86	39.75
3	82,679.90	39.75	3	85,160.30	40.94
4	85,160.29	40.94	4	87,715.10	42.17
5	87,715.10	42.17	5	90,346.55	43.44
6	90,346.55	43.44	6	93,056.95	44.74
7	93,056.95	44.74	7	95,848.66	46.08
8	95,848.66	46.08	8	98,724.12	47.46
9	98,724.12	47.46	9	101,685.84	48.89

Police K-9 Officer Wage Schedule - Grade 15

103% Grade 15	3% Adjustment to PayScale		103% Grade 15	3% Adjustment to PayScale	
	2025			2026	
Step	Yearly	Hourly	Step	Yearly	Hourly
1	82,609.76	39.72	1	85,088.05	40.91
2	85,088.05	40.91	2	87,640.69	42.13
3	87,640.69	42.13	3	90,269.91	43.40
4	90,269.91	43.40	4	92,978.01	44.70
5	92,978.01	44.70	5	95,767.35	46.04
6	95,767.35	46.04	6	98,640.37	47.42
7	98,640.37	47.42	7	101,599.58	48.85
8	101,599.58	48.85	8	104,647.57	50.31
9	104,647.57	50.31	9	107,787.00	51.82

Police Investigator Wage Schedule - Grade 15

103% Grade 15	3% Adjustment to PayScale		103% Grade 15	3% Adjustment to PayScale	
	2025			2026	
Step	Yearly	Hourly	Step	Yearly	Hourly
1	82,609.76	39.72	1	85,088.05	40.91
2	85,088.05	40.91	2	87,640.69	42.13
3	87,640.69	42.13	3	90,269.91	43.40
4	90,269.91	43.40	4	92,978.01	44.70
5	92,978.01	44.70	5	95,767.35	46.04
6	95,767.35	46.04	6	98,640.37	47.42
7	98,640.37	47.42	7	101,599.58	48.85
8	101,599.58	48.85	8	104,647.57	50.31
9	104,647.57	50.31	9	107,787.00	51.82

SCHEDULE "B"

UNIFORM LISTING FOR FULL-TIME OFFICERS

It is expected that a new employee will be allowed to purchase the following seasonally appropriate items at the Employers cost:

<u>Qty</u>	<u>Item</u>	<u>Description</u>
3	S/S Duty shirt	1 must be Class "A" style
3	L/S Duty shirt	1 must be Class "A" style (no embroidery)
3	Duty Trousers	
1	Under Belt	
1	Duty Belt	
4	Belt Keepers	
1	Summer Jacket/Sweater	
1	Rain Jacket	
1	Tourniquet	
1	Tourniquet carrier	
1	Guardian Angel light	
1	Reflective Traffic Vest	
1	Class "A" Hat	
1	Hat badge and band	
1	Hat Rain Cover	
1	Nametag	
2	Shirt Badges	
1	Belt Clip/chain badge holder	
1	Business card holder, business cards	
1	Tie and tie bar	
1	Pair duty boots	
1	Armor vest w/ one internal and one external carrier if desired	
1	Squad organizer bag	
1	Metal organizer clipboard	
2	Handcuffs	
2	Handcuff carriers	
1	Handcuff key	
1	Key carrier	
1	Key Ring Belt Holder	
1	Duty Weapon Rail Light Holster for On-Duty	
1	Duty Weapon Rail Mounted Flashlight	
1	Duty Weapon Holster for non-uniform training	
1	Safe to store duty weapon (shall not exceed \$100)	
1	Ammo carrier for duty belt, a 2 nd carrier may be purchased for an exterior vest	
1	Flashlight	
1	Flashlight carrier	
1	Radio carrier	
1	Radio mic shirt clip	

- 1 TASER holster
- 1 OC
- 1 OC carrier
- 1 Earpiece for radio (not to exceed \$100)
- 1 Search gloves
- 1 Medical glove carrier

Winter Equipment:

- 1 Winter gloves
- 1 Winter Hat
- 1 Winter Jacket
- 1 Pair winter boots
- 2 Thermal Leggings
- 2 Turtlenecks

*The Gun Safe must be returned to the Police Department if the Employee does not make it past the probationary period.

SEASON HH - Upon Hire

A - April 15 to September 14 S - September 15 to April 14

NOTE: All items purchased or replaced by the Employer may be reclaimed upon termination of employment.

UNIFORM ALLOWANCE:

\$850 per year shall be paid to each officer for replacement and maintenance of uniform items. Uniforms are to be replaced upon the discretion of the Police Chief. The Employer will pay any bills submitted for named officers or reimburse for receipts given to the Police Chief. Any amount over scheduled amount will be the responsibility of the officer. The Police Chief will keep and update a complete list of approved uniform and equipment items.

SCHEDULE "C"

UNIFORM / EQUIPMENT REPLACEMENT

All items on Schedule "B" unless specified as follows. All items are at the discretion and approval of the Police Chief.

- 1 set of handcuffs per year
- 2 pairs of gloves per year (1 winter pair and 1 summer pair)
- 1 badge per year
- 1 flashlight per year
- 1 ear piece per year (not to exceed \$100)
- ~~Gun Safe (not to exceed \$100)~~
- Long underwear
- 1 winter sweater per year
- 2 turtle necks per year
- Replacement parts and batteries for flashlight
- 1 cell phone holder per year
- 1 face mask per year
- 1 handcuff key per year

The items listed in Schedule "B" and Schedule "C" are intended to be complete examples but not exclusive. The Police Chief may approve other clothing and equipment purchases providing any such purchases are work related.

The main purpose of the uniform allowance is for care, maintenance, or replacement of uniforms such as shirts, pants, or boots.

SCHEDULE "D"

FIREARMS / AMMUNITION

AUTHORIZED AMMUNITION:

- The Big Lake Police Department shall provide for each officer a department specified firearm, holster, magazine carrier, and any other equipment deemed necessary. The make, model, and caliber shall be determined by the Chief of Police. This will be the only authorized firearm for carry without the express authorization of the Chief of Police for cause.
- Officers are encouraged to carry a firearm off duty. An off-duty officer may carry any firearm that the officer has qualified with through the Big Lake Police Department qualification course, has been approved by the Chief of Police, and follows off duty carry policy.
- All firearms carried by officers are subject to inspection at any time by the firearms instructor or the Chief of Police. Firearms must be kept clean and serviceable at all times.
- No officer in any way shall alter or modify an approved firearm without the approval of the Chief of Police.
- .223 carbines will be supplied by the department
- No officer will have more than 3 firearms registered with the Department at any time.

AUTHORIZED AMMUNITION:

- The department will supply all duty ammunition for the officer's primary duty weapon only. Only department supplied ammunition will be carried while on duty. The Department will provide training ammunition for mandated training and qualifications.
- Back up weapon and practice ammunition will be supplied by the officer and maybe purchased using the officer's uniform allowance. Practice ammunition will be commercially manufactured ammunition.

PURCHASE OF FIREARMS:

- Officers shall be allowed to purchase one authorized duty firearm with their uniform allowance once every 4 years. Purchase of a firearm from the officer's uniform allowance does not excuse the standards of the uniform policy.

Uniforms will be kept in a clean, neat, and serviceable condition prior to purchasing a firearm.

- **Ownership:** As with other items purchased with uniform allowance, i.e. boots, shirts, pants, the firearm will be owned by the officer.
- **Maintenance:** The officer will be responsible for routine up keep of their duty weapon. All weapons should be checked regularly for deficiencies, and be kept in a clean and serviceable condition at all times. In the event of a breakage of a firearm owned by the officer, the department will be responsible for repairs and inspection if the breakage occurred while the officer was on duty and acting within the scope of their employment. If the breakage occurred in an off duty setting, the officer will be responsible for repairs. The repairs will be made by a certified amour.

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is entered into by and between the City of Big Lake (City) and Law Enforcement Labor Services, Inc. Local #164 (Union) (collectively, the "Parties").

WHEREAS, the City and Union are parties to a collective bargaining agreement (CBA) covering employees in the Police Officers bargaining unit; and

WHEREAS, Schedules "B" and "C" of the CBA call for an annual uniform allowance of \$850.00 for the stated purpose of "care, maintenance, or replacement of uniforms such as a shirts, pants, or boots"; and

WHEREAS, the increasing cost of maintaining the required uniform has outpaced the annual uniform allowance.

NOW, THEREFORE, the parties agree as follows:

1. The uniform allowance for each Officer for calendar year 2026, as provided in Schedule "B" of the CBA, shall be increased to \$1,000.00.
2. If the City has already disbursed an Officer's 2026 uniform allowance in the amount of \$850, the remaining \$150.00 shall be disbursed on February 25, 2026.
3. Except as expressly modified by this MOU, all terms and conditions of the CBA remain in full force and effect.

IN WITNESS WHEREOF, the Parties execute this MOU on the date(s) set forth below.

Agreed this 18th day of February 2026.

CITY OF BIG LAKE:

_____ 02/18/2026
 Mayor Paul Knier Date
 City of Big Lake

_____ 02/18/2026
 Clerk Gina Wolbeck Date
 City of Big Lake

LAW ENFORCEMENT LABOR SERVICES, INC.:

Steven Poppler 2/4/26
 Business Agent, Steven Poppler Date

William Salterman 01-31-26
 Steward, William Salterman Date

Michael Asfeld 01.28.26
 Steward, Michael Asfeld Date



AGENDA ITEM

Big Lake City Council

Prepared By: Marie Popp, Community Development Director	Meeting Date: 02/18/2026	<input type="checkbox"/> Regular Agenda Item <input checked="" type="checkbox"/> Consent Agenda Item	Item No. 6M
Item Description: Request for a Letter of Support from "Farm Friends Barn" for submittal of a grant application to the Minnesota Department of Agriculture		Reviewed By: Hanna Klimmek, City Administrator Reviewed By: N/A	

ACTION REQUESTED

By approving this item on the Consent Agenda, Council would be approving a Request from Farm Friends Barn for a Letter of Support for their pursuit of Urban Agricultural Grant funding from the MN Department of Agriculture.

BACKGROUND/DISCUSSION

The City received a request for a Letter of Support from Farm Friends Barn, a 501c3 nonprofit focused on educating youth about agriculture and providing a place for interactive learning and education. Their Mission is to provide youth in their local and regional area with resources to become knowledgeable and experienced in agriculture practices, sustainable farming and the food production system through classes, exhibits, and hands on learning experiences. Their website highlights additional information on this organization: <https://farmfriendsbarn.org/>.

Farm Friends Barn is pursuing a grant opportunity through the Minnesota Department of Agriculture’s Urban Agricultural Grant program, and is requesting a Letter of Support from area communities and partners.

FINANCIAL IMPACT

None

STAFF RECOMMENDATION

Approve Letter of Support

ATTACHMENTS

Letter of Support



biglakemn.org

160 Lake Street N
Big Lake City Hall
Big Lake, MN 55309
763-263-2107

February 18, 2026

Minnesota Department of Agriculture
625 Robert Street North
Saint Paul, MN 55155-2538

RE: Farm Friends Barn Grant Application

Hello,

We are writing this Letter of Support on behalf of the Farm Friends Barn organization and their application to the Urban Ag Grant. The Farm Friends Barn, together with its dedicated volunteers, has been transforming its property into a farm-like setting and developing programs and displays that introduce agricultural learning to youth in Sherburne County, where this project is located.

These educational displays and the hands-on experience offered at the Farm Friends Barn will positively impact not only Sherburne County, but also the surrounding communities and neighboring counties. Over the past four years, they have hosted field trips for kindergarten and first-grade students, providing valuable early exposure to agriculture.

With the completion of the displays in the relocated granary and the newly installed grain bin, schools such as ours in Big Lake, MN will have an even greater incentive to make the Farm Friends Barn a sought-after field trip destination. Funding opportunities like the MDA's Urban Agricultural Grant would help the Farm Friends Barn reach its goal of welcoming multiple new schools and expanding its educational impact in the years ahead.

Thank you for your time and consideration.

Sincerely,

Paul Knier
Mayor
City of Big Lake



AGENDA ITEM

Big Lake City Council

Prepared By: <i>Deb Wegeleben, Finance Director</i>	Meeting Date: <i>2/18/2026</i>	<input type="checkbox"/> Regular Agenda Item <input checked="" type="checkbox"/> Consent Agenda Item	Item No. 6N
Item Description: <i>Resignation of Police Officer Sam Norlin</i>	Reviewed By: <i>Hanna Klimmek, City Administrator</i>		
	Reviewed By: <i>Sam Olson, Acting Police Chief and Personnel Committee</i>		

ACTION REQUESTED

By approving this item on the Consent Agenda, the City Council would be formally accepting the resignation of Police Officer Sam Norlin, effective February 27, 2026, and authorizing staff to advertise and fill the resulting vacancy.

BACKGROUND/DISCUSSION

Upcoming Staff Departure – Police Department

Police Officer Sam Norlin has submitted his employment resignation, to be effective February 27, 2026. Officer Norlin began his service with the City on July 18, 2011. Over the past 14 years, he has been a dedicated member of the Police Department, consistently demonstrating professionalism, strong work ethics, and commitment to the community.

His experience and service have been valued by both the Department and the City. We thank Officer Norlin for his years of dedicated service and wish him continued success in his next chapter.

FINANCIAL IMPACT

There is no immediate financial impact. The position is a budgeted patrol officer position within the Police Department.

STAFF RECOMMENDATION

Staff recommends the City Council formally accept the resignation of Patrol Officer Sam Norlin, effective February 27, 2026, and extend appreciation for his years of service.

Staff further recommends authorizing recruitment efforts to fill the vacant patrol officer position to maintain service levels and operational continuity.

ATTACHMENTS

N/A



AGENDA ITEM

Big Lake City Council

Prepared By: <i>Deb Wegeleben, Finance Director/HR</i>	Meeting Date: <i>2/18/2026</i>	<input checked="" type="checkbox"/> Regular Agenda Item <input type="checkbox"/> Consent Agenda Item	Item No. 7A
Item Description: <i>Appointment of Sam Olson to Chief of Police/Emergency Manager Position</i>	Reviewed By: <i>Hanna Klimmek, City Administrator</i>		
	Reviewed By: <i>Personnel Committee</i>		

ACTION REQUESTED

- **Motion to approve the appointment of Sam Olson to the Chief of Police/Emergency Manager position, effective February 18, 2026.**
- **Upon approval of the Motion above, Mayor Knier is asked to administer the Oath of Office to Chief Olson.**

BACKGROUND/DISCUSSION

As discussed and recommended at the January 21, 2026 Council Workshop, staff was directed to bring forward the appointment of Captain Sam Olson as Chief of Police/Emergency Manager, as recommended by the Personnel Committee.

Captain Olson has served with the Big Lake Police Department since 2003, bringing in more than two decades of institutional knowledge, leadership experience, and a deep understanding of the community. This continuity is critical at a time of transition for the department and the city.

Captain Olson has committed to a minimum five-year term and will play a key leadership role in the planning and development of the new Public Safety Building. In addition, Captain Olson will evaluate the current and future needs of the Police Department, review organizational structure, and return to Council within six months with clearly defined goals and objectives to guide the department forward.

The Personnel Committee believes this appointment is the right move not only for the Police Department, but for the community of Big Lake, where Captain Olson has been actively involved and invested for many years. For these reasons, the Personnel Committee strongly supported the appointment of Captain Olson as Chief of Police/Emergency Manager.

FINANCIAL IMPACT

The Police Chief is a budgeted position. Chief Olson will be paid at Grade 21; Step 9 of the City Pay Scale.

STAFF RECOMMENDATION

Approve the appointment of Sam Olson as the Chief of Police/Emergency Manager for the City of Big Lake.

ATTACHMENTS

N/A



AGENDA ITEM

Big Lake City Council

Prepared By: Gina Wolbeck, City Clerk	Meeting Date: 2/18/2026	<input checked="" type="checkbox"/> Regular Agenda Item <input type="checkbox"/> Consent Agenda Item	Item No. 7B
Item Description: Sherburne County Attorney Update		Reviewed By: Hanna Klimmek, City Administrator	
		Reviewed By: N/A	

ACTION REQUESTED

No action required.

BACKGROUND/DISCUSSION

Sherburne County Attorney Dawn Nyhus will be in attendance at the February 18, 2026 Council Meeting to provide an update on County Attorney statistics and services provided to the City in 2025.

FINANCIAL IMPACT

N/A

STAFF RECOMMENDATION

N/A

ATTACHMENTS

N/A



AGENDA ITEM

Big Lake City Council

Prepared By: Layne R. Otteson P.E., City Engineer ENG26-011	Meeting Date: 2/18/2026	<input checked="" type="checkbox"/> Regular Agenda Item <input type="checkbox"/> Consent Agenda Item	Item No. 7C
Item Description: ***PUBLIC HEARING*** Order Final Plans and Specifications for the 2026 Street and Utility Project No. ST2026-01		Reviewed By: Hanna Klimmek, City Administrator Reviewed By: Deb Wegeleben, Finance Director	

ACTION REQUESTED

A motion to approve a **RESOLUTION** Ordering the Final Plans and Specifications for the 2026 Street and Utility Improvement Project No. ST2026-1.

BACKGROUND/DISCUSSION

The City Council directed the City Engineer to hold open houses and prepare a Preliminary Engineering Report (PER) to consider a 2026 street and utility project. The report was received and Council ordered a Public Hearing to be held on February 18th for the consideration of moving forward with this project located in three areas. The three areas are discussed as follows:

Minnesota Avenue (300 feet west of County Road 43 to 180th Street)

This corridor includes segments east and west of County Road 43. The segment east of County Road 43 is a platted right of way across an agricultural field and identified as an east – west collector per the City’s Comprehensive Plan. **The adjacent property owner has petitioned the City to construct the full segment and assess per State Statute Chapter 429.** The segment west of County 43 may require minor modification to better align geometrically with the east side so it is included within the Preliminary Engineering Report and Resolution. The first 500 feet east of County 43 is adjacent to the anticipated Public Safety Facility and has developable land to the south. This segment is **critical** to the construction of the Public Safety Facility. The remaining segment is about 770 feet and has developable land to the north and south of the corridor. However, this segment is not needed to build the Public Safety Facility but it will provide shortest route access to the Industrial Park, Premier Marine manufacturing facility and the new Covenant Christian Academy school. If both segments are completed, Minnesota Avenue would then be continuous from Lake Street to 177th Street (1.25 miles).

The City Engineer proposes to design and construct a 1,270-foot-long segment of Minnesota Avenue meeting City collector and MnDOT State Aid design standards. This includes grading, storm sewer, ponding, watermain, sanitary sewer, curbing, pavement, turn lanes, sidewalk, trail and lighting system. The estimated cost is \$1,750,000 including engineering, survey, construction, inspection and material testing. The City Engineer finds this project to be needed and cost-effective. The City Engineer recommends moving forward with designing both segments and then reevaluate scope when the State releases the results of the Local Road Improvement Program (grant program).

Minnesota Avenue (176th Street to 177th Street)

This segment of right of way was platted circa 2008 as part of the Industrial Park with anticipation of future construction of an east – west collector. The other streets were constructed but this segment was not graded or improved. There has been recent street construction to the west and development interest to the east along this planned corridor of Minnesota Avenue. The need for vehicle circulation and shortest route option is becoming apparent.

The City Engineer proposes to grade the corridor in order to utilize excess reclaim aggregate base off other street projects rather than have it trucked out of town. Grading and drainage work are estimated to cost \$50,000. This work is found to be cost-effective and the City Engineer recommends moving forward with design.

172nd Street (US 10 to Prairie Drive)

The Township approached the City to consider a joint project as both City and Township have corporate limits that share the segment. The City corporate limits border about 41% of the 1,050-foot-long street under consideration. The street has substandard lane widths of 11' feet and pedestrians walk along the edge. Several areas are found to have poor drainage and trees/shrubs within the right of way. The street pavement is observed to be in generally poor condition with a low rating.

The City Engineer and Township propose to reconstruct 1,050 feet of 172th Street. The street will have a full depth reclamation, 2' widening (12' lanes), shouldering, new 4" asphalt pavement, tree removal and minor grading in boulevards. This process will likely produce excess reclaim material that can be reused for base construction onsite and elsewhere. This will require a Joint Powers Agreement addressing responsibilities, cost share and reimbursement procedures. The total cost of construction and engineering is estimated to be \$160,000 and the City portion (pre-rated) is approximately \$70,000. The City Engineer finds the work to be cost-effective and recommends moving forward with design and agreement.

Preliminary Engineering Report

Special assessments will be a funding source for this project. The Engineering Report is required as the first step to satisfy the Minnesota State Statute Chapter 429 process for special assessments. The Report included such items as scope, project limits, total estimated project costs, assessment policy, funding and estimated special assessments against benefitting properties. The proposed work and cost estimate will be further refined as part of design should the project move forward. The following streets are considered for improvement:

- Minnesota Avenue – 300 feet west of County Road 43 to 180th Avenue;
- Minnesota Avenue – 176th Street to 177th Street; and
- 172nd Street – US 10 to Prairie Drive.

Special Assessment Policy

State Statute Chapter 429 is a legal process for specially assessing properties that benefit from a public improvement. The City will be using this process to partially pay for the work and will follow the City Assessment Policy last revised in 2017. The Statute requires the City to:

- provide written notification to affected property owners of a public hearing,
- publish a notice in designated newspaper, and
- hold a public hearing.

Legal requirements of Chapter 429 of State Statute were fulfilled for the public hearing. The Notice of Public Hearing was published twice in The Patriot on January 31, 2026 and February 7, 2026. Each property owner subject to special assessment was mailed a notice on February 1, 2026. All notices included time and place

of the hearing, the general nature of the improvement, the estimated cost, and the area (streets) proposed to be assessed.

FINANCIAL IMPACT

The estimated costs of the project are estimated to be \$1,960,000. The scope includes Minnesota Avenue Extension (\$1,750,000), Minnesota Avenue Connector (\$50,000) and 172nd Street (\$160,000.00). The City has applied for a grant through the State called Local Road Improvement Program (LRIP). The City is competing with 232 applications for 47 million dollars available and requested full funding of construction.

LRIP Grant Funding Impact

If successful, the grant will cover all construction costs except watermain and sanitary sewer. The results of the LRIP grant will likely be revealed after the Public Hearing in late March. **The current fund balance of CIP Fund 196 cannot meet the cost obligation of this project without the LRIP grant.** If funding from the State is unsuccessful, Council can then reduce scope to match funding availability. The City Engineer would bring back a reduced scope for the Minnesota Avenue Extension to construct the western 500’ segment required for the future Public Safety Facility. This scope reduction would reduce the cost and maintain a CIP Fund 196 balance. Delaying a portion of the proposed project to a later date does not impact schedule of the Chapter 429 process but does require Council action and notification to affected properties. Assessments would then be reduced accordingly.

Costs

The work scope **assumes** full length of construction of the 3 different areas as shown in the maps. The estimated costs to design and construct the 3 different areas is as follows:

A. Minnesota Avenue Extension (CR 43 to 180 th St)	\$1,750,000
Minnesota Avenue west 500’ segment	\$ 700,000
Minnesota Avenue east 770’ segment	\$1,050,000
B. Minnesota Avenue Connector (176 th Street to 177 th Street)	\$ 50,000
C. 172 nd Street (US 10 to Prairie Drive)	<u>\$ 160,000</u>
	\$1,960,000

Funding with LRIP Grant

The scope as presented **assumes** LRIP funding for Minnesota Avenue Extension (CR 43 to 180th Street) by the State and reimbursement from Big Lake Township (\$90,000) for their portion of 172nd Street construction. The remaining balance is funding by CIP Funds. All costs and funding are estimated and subject to final quantity/cost.

LRIP Grant (street and storm items eligible)	\$1,425,000
Township Reimbursement	\$ 90,000
CIP Fund 196	\$ 120,000
CIP Fund 399 (water)	\$ 175,000
CIP Fund 499 (sanitary)	<u>\$ 150,000</u>
	\$1,960,000

Scope Reduction Option (Cost v. Funding)

If LRIP funding is not successful, then reducing the work on the Minnesota Avenue extension would be brought back and proposed to Council in order to meet the access needs of the Public Safety Facility. The eastern segment would then have to be constructed in the future, and the City would reapply for the LRIP grant again. Less street is constructed which means less costs and less funding required. I anticipate the following would be recommended without LRIP funds:

Cost

A. Minnesota Avenue Extension	\$ 700,000
Minnesota Avenue west 500' segment	\$ 700,000
Minnesota Avenue east 770' segment	\$ 0
B. Minnesota Avenue Connector (176 th Street to 177 th Street)	\$ 50,000
C. 172 nd Street (US 10 to Prairie Drive)	<u>\$ 160,000</u>
	\$ 910,000

Funding

LRIP Grant	\$ 0
Township Reimbursement	\$ 90,000
CIP Fund 196	\$ 690,000
CIP Fund 399 (water)	\$ 70,000
CIP Fund 499 (sanitary)	<u>\$ 60,000</u>
	\$ 910,000

Special Assessments (future repayment)

It is typical that a significant portion of the special assessments are paid in the future by residents and developers. Special assessments of approximately \$1,776,000 from adjacent property owners along Minnesota Avenue and 172nd Street will be collected in the future and be directed into the General Fund which supports CIP Fund 196. The land owner petitioned the City to construct Minnesota Avenue and will be assessed via deferment per State Statute Chapter 429.

As design moves forward, we will continue to refine and look for cost reduction opportunities. The preliminary special assessment is estimated to be \$30.49 per adjusted front foot for properties on 172nd Street and \$688.90 per adjusted front foot for properties on Minnesota Avenue (CR 43 to 180th Street). All benefitting properties subject to special assessment are listed in the Appendix.

STAFF RECOMMENDATION

Staff recommends that Council consider comment from the Public Hearing and move forward with approving the Resolution to Order the Final Plans and Specifications for the 2026 Street and Utility Improvement Project ST2026-1.

ATTACHMENTS

- Preliminary Engineering Report for 2026 Street and Utility Improvement Project ST2026-1
- Resolution Ordering the Final Plans and Specifications for ST2026-1

Cc: File

**CITY OF BIG LAKE
MINNESOTA**

A general meeting of the City Council of the City of Big Lake, Minnesota was called to order by Mayor Paul Knier at 6:30 p.m. in the Council Chambers of City Hall, Big Lake, Minnesota, on Wednesday, February 18, 2026. The following Council Members were present: Ken Geroux, Ken Halverson, Paul Knier, Kim Noding, and Paul Seefeld. A motion to adopt the following resolution was made by Council Member _____ and seconded by Council Member _____.

**CITY OF BIG LAKE
RESOLUTION NO. 2026-XX**

**RESOLUTION DIRECTING PREPARATION OF FINAL PLANS AND SPECIFICATIONS FOR THE
2026 STREET AND UTILITY IMPROVEMENT PROJECT NO. ST2026-1**

WHEREAS, it is proposed to improve various streets within the City of Big Lake and to assess the benefitted property for all or a portion of the cost of the improvements, pursuant to Minnesota Statutes, Chapter 429; and

WHEREAS, Resolution No. 2025-72 of the Council was adopted December 10, 2025, directed the City Engineer to study proposed improvements and that he was instructed to report to the Council with all convenient speed advising the Council as to whether the proposed improvement is necessary, cost-effective, and feasible and as to whether it should best be made as proposed or in connection with some other improvement, and the estimated cost of the improvement as recommended; and

WHEREAS, Resolution No. 2026-06 of the Council was adopted January 21, 2026, received the Preliminary Engineering Report and called for a Public Hearing to consider improvements; and

WHEREAS, the Council deems it necessary and expedient that the City of Big Lake, Minnesota, construct certain improvements in the City as described in and in accordance with the preliminary plans and report prepared by City Engineer Layne R. Otteson; and

WHEREAS, the Council has been advised by the City Engineer that said 2026 Street and Utility Improvement Project No. ST2026-1 is necessary, cost-effective, and feasible and should best be made as proposed, and the preliminary engineering report to this effect has heretofore been received by the Council, and filed with the City Clerk; and

WHEREAS, the statute provides that no such improvements shall be made until the Council shall have held a public hearing on such improvements following mailed notice and two publications thereof in the official newspaper stating time and place of the hearing, the general nature of the improvement, the estimated costs thereof, and the area proposed to be assessed, and that a reasonable estimate of the total amount to be assessed, and a description of the methodology used to calculate individual assessments for affected parcels (the “Impact of Assessments”) has been made available at the hearing, all in accordance with law; and

WHEREAS, this Council has heretofore discussed and made determinations about the Impact of Assessments; and

WHEREAS, after due Notice of Public Hearing on the construction of the 2026 Street and Utility Improvement Project No. ST2026-1 for the City of Big Lake, Minnesota, hearing on said improvements was duly held and the Council heard all persons desiring to be heard on the matter and fully considered the same; and

WHEREAS, at said Public Hearing there was available a reasonable estimate of the amount to be assessed and a description of the methodology, in the form attached hereto as Exhibit A.

NOW THEREFORE, BE IT RESOLVED, by the City Council of the City of Big Lake, Minnesota:

1. Said improvements are necessary, cost-effective, and feasible as detailed in the feasibility report.
2. It is advisable, expedient and necessary that said improvements as described in the Notice of Hearing shall be constructed, and the same are hereby ordered made.
3. The improvements described in said Notice of Hearing are hereby designated and shall be known as 2026 Street and Utility Improvement Project No. ST2026-1 and include the following:
 - 172nd Street – US 10 to Prairie Drive;
 - Minnesota Avenue – 300 feet west of County Road 43 to County Road 43;
 - Minnesota Avenue – County Road 43 to 180th Street; and
 - Minnesota Avenue – 176th Street to 177th Street.
4. The City Engineer is hereby authorized and directed to prepare final plans and specifications for said improvements.

EXHIBIT A
Preliminary Engineering Report for ST2026-1

PRELIMINARY ENGINEERING REPORT

FOR

**2026 STREET AND UTILITY PROJECT
NO. ST2026-1**

**CITY OF BIG LAKE
BIG LAKE, MINNESOTA**



I hereby certify that this plan, specifications, or report was prepared by me or under my direct supervision and that I am a duly licensed Professional Engineer with the laws of the State of Minnesota.

A handwritten signature in dark ink, appearing to read "Layne R. Otteson", written over a horizontal line.

Layne R. Otteson, P.E.

**Date 01/15/2026
License No. 42079**

JANUARY 2026

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INTRODUCTION

The Engineering Department has proposed to City Council the 2026 Street Rehabilitation Project ST2026-1. The work would take place in 3 areas of the City. The improvements considered for 2026 include completing Minnesota Avenue segments and repaving 172nd Street (partner with Township). The scope of the project includes pavement resurfacing, tree clearing, sanitary sewer, watermain, storm sewer, curbing, sidewalk and trail as part of the improvement. This report identifies the proposed work locations:

1. Minnesota Avenue Extension – 300 feet west of County Road 43 to 180th Street.
2. Minnesota Avenue Connector– 176th Street to 177th Street.
3. 172nd Street – US 10 to Prairie Drive.

BACKGROUND

This project is proposed in order to expand and maintain City infrastructure. The City is growing in many areas and maturing in other areas. All three street areas had previously been discussed with the expectation of construction in the near future. The cost effectiveness and timing to combine all three segments was examined as part of the preliminary engineering report that is presented to the Council. Segments shared with the Township will require further discussion and agreements to be set in place this winter.

Minnesota Avenue Extension segment is a new street that would extend from County 43 to 180th Street across an agricultural field. The City was petitioned via State Statute Chapter 429 to be construct and assess street and utilities by adjacent property owners in June of 2025 (PIDs 65-00616-0010 and 65-00616-0020). Simultaneously, a new Public Safety Facility has been under consideration adjacent to the proposed Minnesota Avenue Extension. A minimum of 500' is required to be constructed (street and utilities) for the Public Safety Facility. This corridor is platted as part of an east-west collector street and will extend to 172nd Street in the future. Minnesota Avenue will connect residential, commercial and institutional (school) areas in the future and minimize the use of US 10 for short trips.

Minnesota Avenue Connector segment is a 60' right of way that was established in 2008 via platting but never built. At that time, it did not serve a purpose and the alignment of Minnesota Avenue collector was not known. Segments of Minnesota Avenue were constructed in 2022 and 2024 in the vicinity of Premier Marine. This platting and construction confirmed the final alignment and need for Minnesota Avenue. This corridor is platted as an east-west collector street and will eventually extend to 172nd Street. Minnesota Avenue will connect residential, commercial and institutional (school) areas in the future and minimize the use of US 10 for short trips. Investment into a street was not prudent until just recently. There has been recent development interest to the east along this planned corridor of Minnesota Avenue.

172nd Street segment is an existing street constructed in 2004. It is a rural segment with City water and sanitary pipes along the corridor. The Township approached the City to consider a joint project as both City and Township have corporate limits that share the segment. The City corporate limits border about 41% of the 1,050-foot-long street under consideration. The street has substandard lane widths of 11' feet and pedestrians walk along the edge. The existing pavement ranges in thickness from 3" to 4". Several areas are found to have poor drainage and trees/shrubs within the right of way. The street pavement is observed to be in generally poor condition with a low rating. The existing pavement will further deteriorate without resurfacing and more maintenance dollars will be required due to increase in labor and materials costs than other streets in Big Lake. This maintenance is becoming less effective in maintaining an acceptable street surface.

PROPOSED IMPROVEMENTS

Minnesota Avenue (300 feet west of County Road 43 to 180th Street)

The City Engineer proposes to design and construct a 1,270 foot long segment of Minnesota Avenue meeting City collector and MnDOT State Aid design standards. This includes grading, storm sewer, ponding, watermain, sanitary sewer, curbing, pavement, turn lanes, sidewalk, trail and lighting system. Work west of County Road 43 may be required to align curbing or pavement markings with the new street segment.

Minnesota Avenue (176th Street to 177th Street)

City Engineer proposes to grade the 750 foot long corridor in order to utilize excess reclaim aggregate base off other street projects rather than have it trucked out of town. This will be performed ONLY if provides a cost savings.

172nd Street (US 10 to Prairie Drive)

The City Engineer and Township representative propose to reconstruct 1,050 feet of 172th Street. The street will have a full depth reclamation, 2' widening (12' lanes), shouldering, new 4" asphalt pavement, tree removal and minor grading in boulevards. This process will likely produce excess reclaim material that can be reused for base construction onsite and elsewhere. This will require a Joint Powers Agreement addressing responsibilities, cost share and reimbursement procedures.

Schedule

The work will take about 3 months and be completed sometime between May and November. A large window is provided to contractors to better fit into their schedule thereby providing advantageous bids to the City for the proposed work. However, a substantial completion date in October will be required so that the street is ready for access to the Public Safety Facility. The final layer of asphalt will be placed in the summer of 2027 as is standard practice for new streets with underground utilities.

Scope Reduction Due to Unsuccessful LRIP Grant Application

This option will be explored and likely recommended to Council if LRIP funding is not successful. The results of the LRIP grant will likely be revealed after the Public Hearing. CIP Fund 196 cannot meet the cost obligation of the full length of Minnesota Avenue (across the field) without the LRIP grant. The City Engineer would bring back a reduced scope to construct the western 500' segment required for the future Public

Safety Facility. This scope reduction would reduce the cost and maintain a CIP Fund 196 balance. Removing the east portion of the proposed project at a later date does not impact schedule of the Chapter 429 process but does require Council action and notification to affected properties. The segment cost would be reduced from \$1,750,000 to \$700,000 to build 500' of street in order to meet the access needs of the Public Safety Facility. The eastern segment would then have to be constructed in future and City would reapply for LRIP grant again.

ESTIMATED COSTS

The estimated project costs are summarized in the table below. A contingency factor of ten percent has been applied to account for construction items not included and variances in unit prices. An allowance has been included for legal, engineering, administrative, and fiscal costs. Final costs will be determined using actual bid construction costs for the proposed work. Estimated construction costs are itemized in the Appendix.

Table 1 – Estimated Construction Costs	
Street	Estimated Cost
Minnesota Avenue Extension (1,270')	\$ 1,750,000
Minnesota Avenue Connector	\$ 50,000
172 nd Street (US 10 to Prairie Drive)	\$ 160,000
Total	\$ 1,960,000

FUNDING SOURCES

Project costs is proposed to be paid with LRIP grant, Township reimbursement and CIP funding (street, sanitary and watermain) which is supported by General Fund and special assessments. A portion of the project costs will be assessed to the benefiting properties based on the City's assessment policy last revised in 2017.

The policy for **resurfacing/reconstruction** is to specially assess 60% of eligible costs to the benefiting property owners which are typically adjacent to the work. The eligible work includes reclaiming, paving, shouldering, and manhole cover adjustments. This policy has been applied consistently to other projects which include special assessment in accordance with Chapter 429 of State Statute.

- It is proposed to assess the project for work adjacent to the single family R1 properties on 172nd Street on an "adjusted front footage" basis. Staff has calculated the adjusted front footage of the lots to be 847 feet within City corporate limits.

The policy for **new construction** extending City street is to specially assess 100% of costs to the benefiting property owners which are adjacent to the work. The eligible work includes grading, storm sewer, ponding, watermain, sanitary sewer, curbing, pavement, turn lanes, sidewalk, trail and lighting system. This policy has been applied

previously to other projects which include special assessment in accordance with Chapter 429 of State Statute.

- It is proposed to assess the project for work adjacent to Minnesota Avenue Extension to the properties on a “front footage” basis. Staff has calculated the adjusted front footage of the lots to be 2,540 feet.

The table below summarizes the assessable amount by property type and location according to the City’s assessment policy.

Table 2 - Assessments	
Property	Benefiting Property Contribution (100%)
Minnesota Avenue Extension	\$1,750,000
172 nd Street	\$ 25,828

Using the estimated assessable amount above, the estimated assessment rates are shown in Table 4. A preliminary assessment roll is included in the Appendix. The preliminary assessment amounts for each property can not increase after Council has approved them unless a property owner agrees with an increase adjustment.

Table 3 – Assessment Rates	
Item	Maximum Benefiting Property Assessment Rate
Minnesota Avenue Extension	\$688.90/ front foot
172 nd Street	\$30.49/ front foot

The estimated project cost is \$1,960,000. The following assumes the LRIP grant is received in the amount of \$1,425,000. The funding would then be:

Township Reimbursement	\$ 90,000
CIP Fund 196	\$ 120,000
CIP Fund 399 (water)	\$ 175,000
CIP Fund 499 (sanitary)	<u>\$ 150,000</u>
	\$ 535,000

The CIP Funds are supported annually by current and future street assessment payments.

Scope Reduction Option (Shorten Minnesota Avenue)

If LRIP funding is not successful, then reducing the work on Minnesota Avenue Extension would be brought back and proposed to Council in order to meet the access needs of the Public Safety Facility. The eastern segment (770’) would then have to be constructed in the future and City would reapply for LRIP grant funding again. Less street is constructed which means less costs and less funding required. I anticipate the following would be recommended without LRIP funds:

Cost	
A. Minnesota Avenue Extension (west 500’)	\$ 700,000
B. Minnesota Avenue Connector (176th Street to 177th Street)	\$ 50,000
C. 172 nd Street (US 10 to Prairie Drive)	<u>\$ 160,000</u>
	\$ 910,000

Funding

Township Reimbursement	\$ 90,000
CIP Fund 196	\$ 690,000
CIP Fund 399 (water)	\$ 70,000
CIP Fund 499 (sanitary)	\$ 60,000
	<u>\$ 910,000</u>

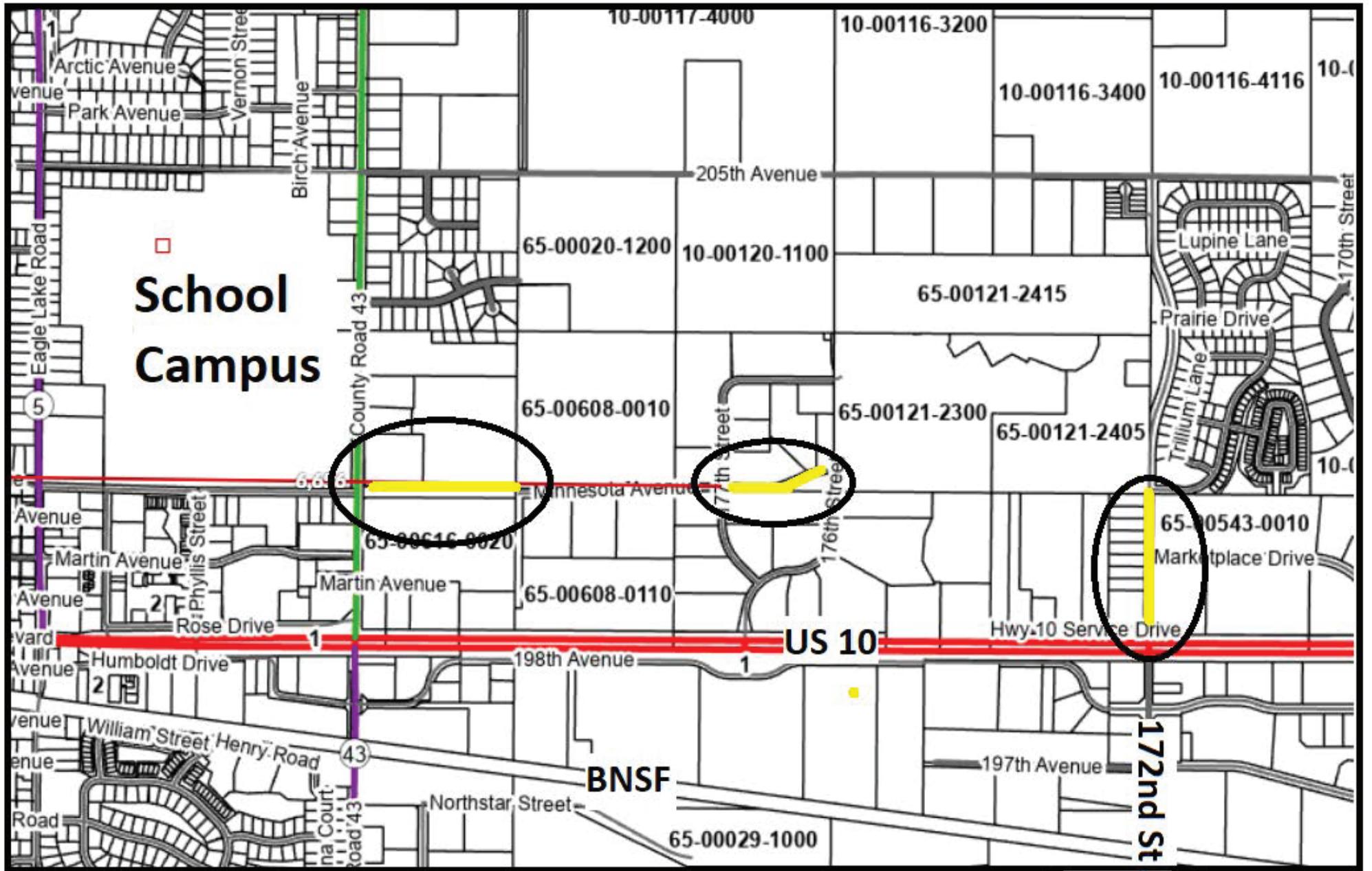
SUMMARY

The work proposed will be adjusted to fit within the budget during design should the project move forward. If the LRIP grant is not received, then the City Engineer will bring back the project to discuss scope and funding options for consideration. **From an engineering standpoint, the project is feasible, cost effective, and necessary.** The City and property owners assessed for the improvements will have to determine the economic feasibility of the proposed improvements through a Public Hearing if ordered by the Council. If this Preliminary Engineering Report is accepted by the City Council, the following schedule is proposed:

Table 4 – Schedule	
Item	Completion Date
Receive Preliminary Engineering Report & Call for Public Improvement Hearing	January 21, 2026
Conduct Public Hearing & Order Plans and Specifications	February 18, 2026
Approve Plans and specifications & Authorize Advertisement for Bids	March 18, 2026
Bid Opening	April 2026
Construction Window	May – October 2026
Assessment Hearing/Adopt Final Assessment Roll	November 2026

APPENDIX

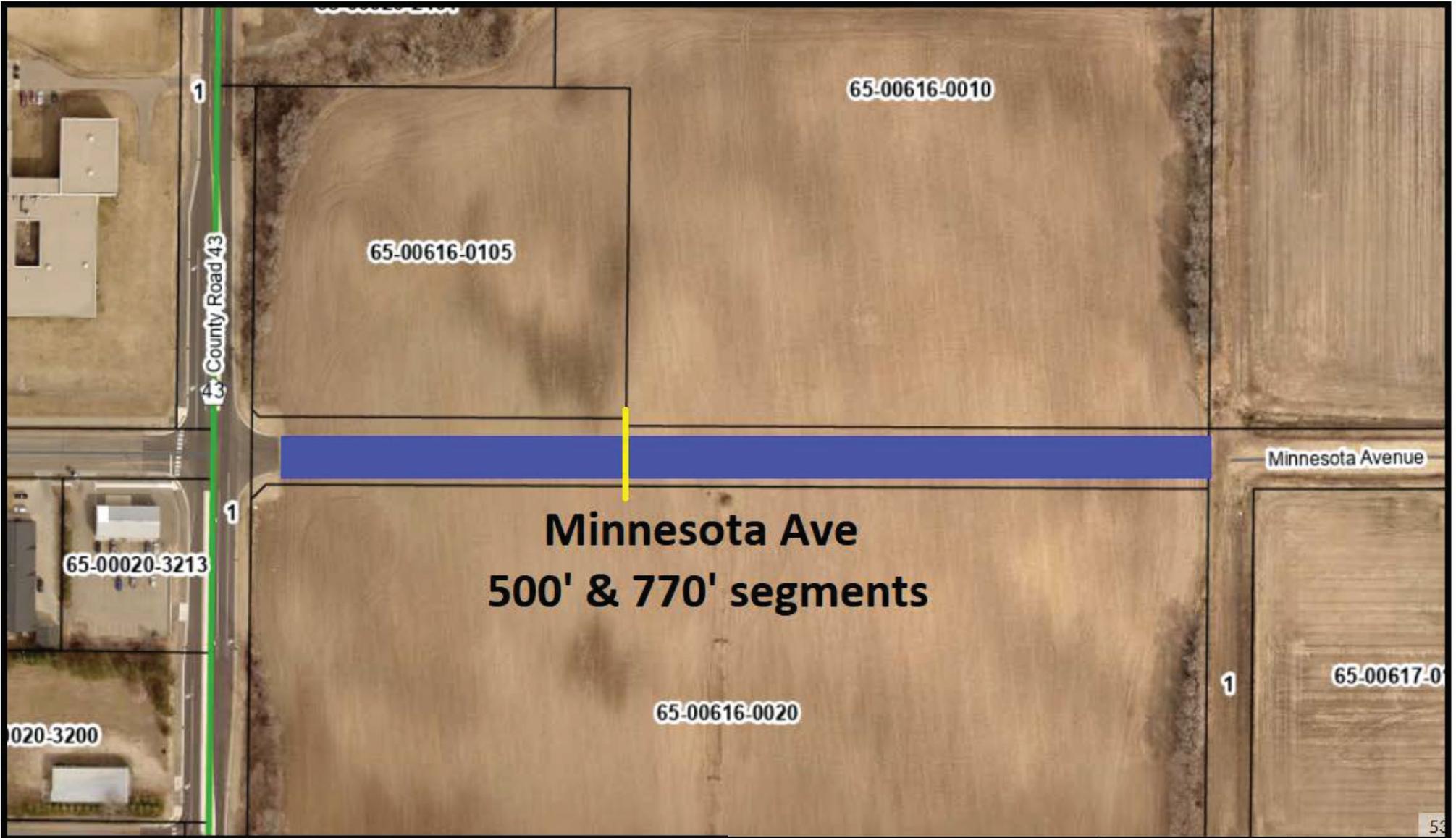
- Figure 1 - Overall Project Area**
- Figure 2 – Minnesota Avenue Extension**
- Figure 3 – Minnesota Avenue (176th St to 177th St)**
- Figure 4 – 172nd Street**
- Figure 5 – Minnesota Avenue Extension Typical Section**
- Figure 6 – Minnesota Avenue and 172nd St Typical Sections**
- Figure 7 – Minnesota Avenue Extension Engineer’s Estimate**
- Figure 8 – 172nd Street Engineer’s Estimate and Calculator**
- Figure 9 – Preliminary Assessment Roll for PER (1 page)**



2026 Street Improvement Area Map



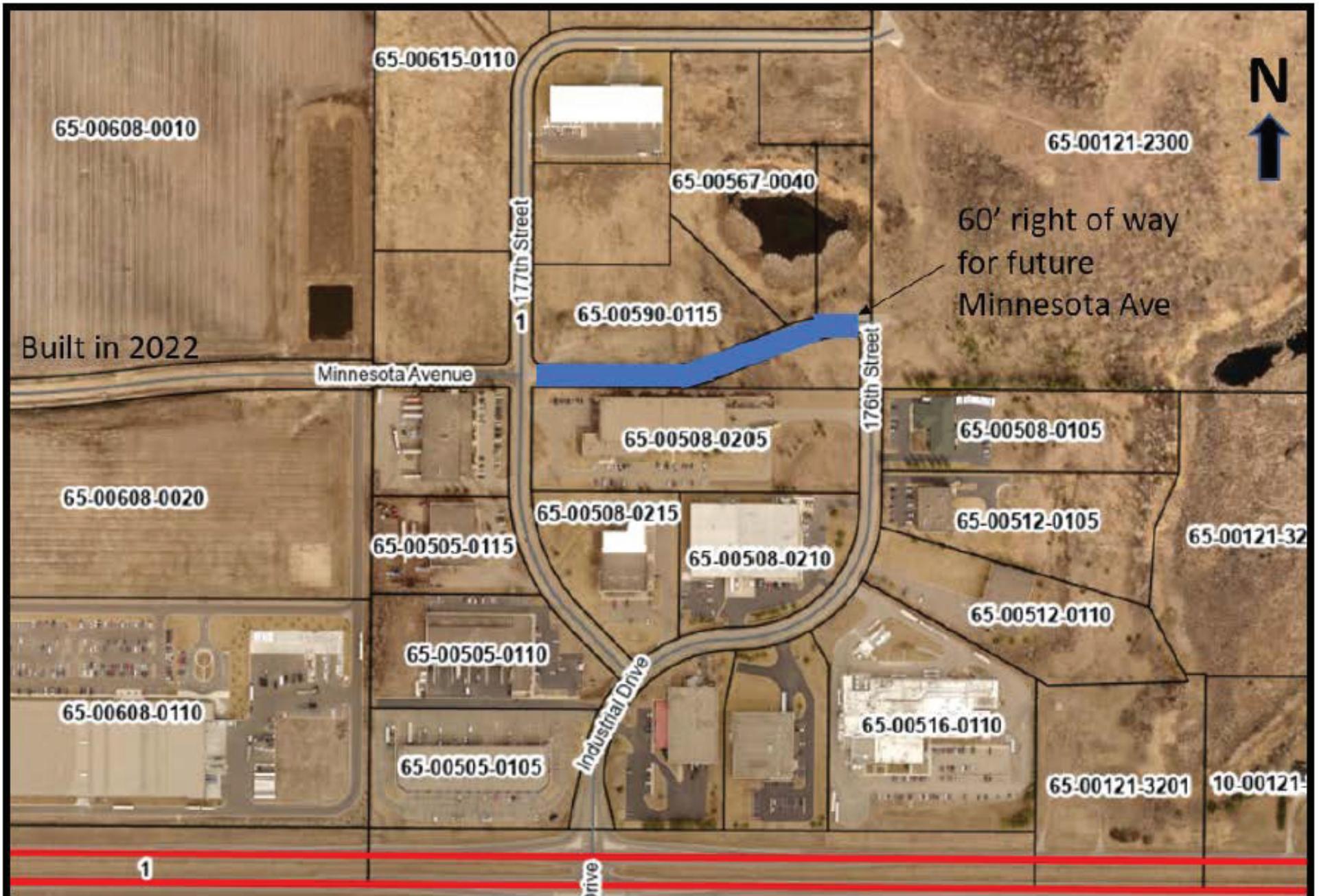
Fig. 1



Minnesota Avenue



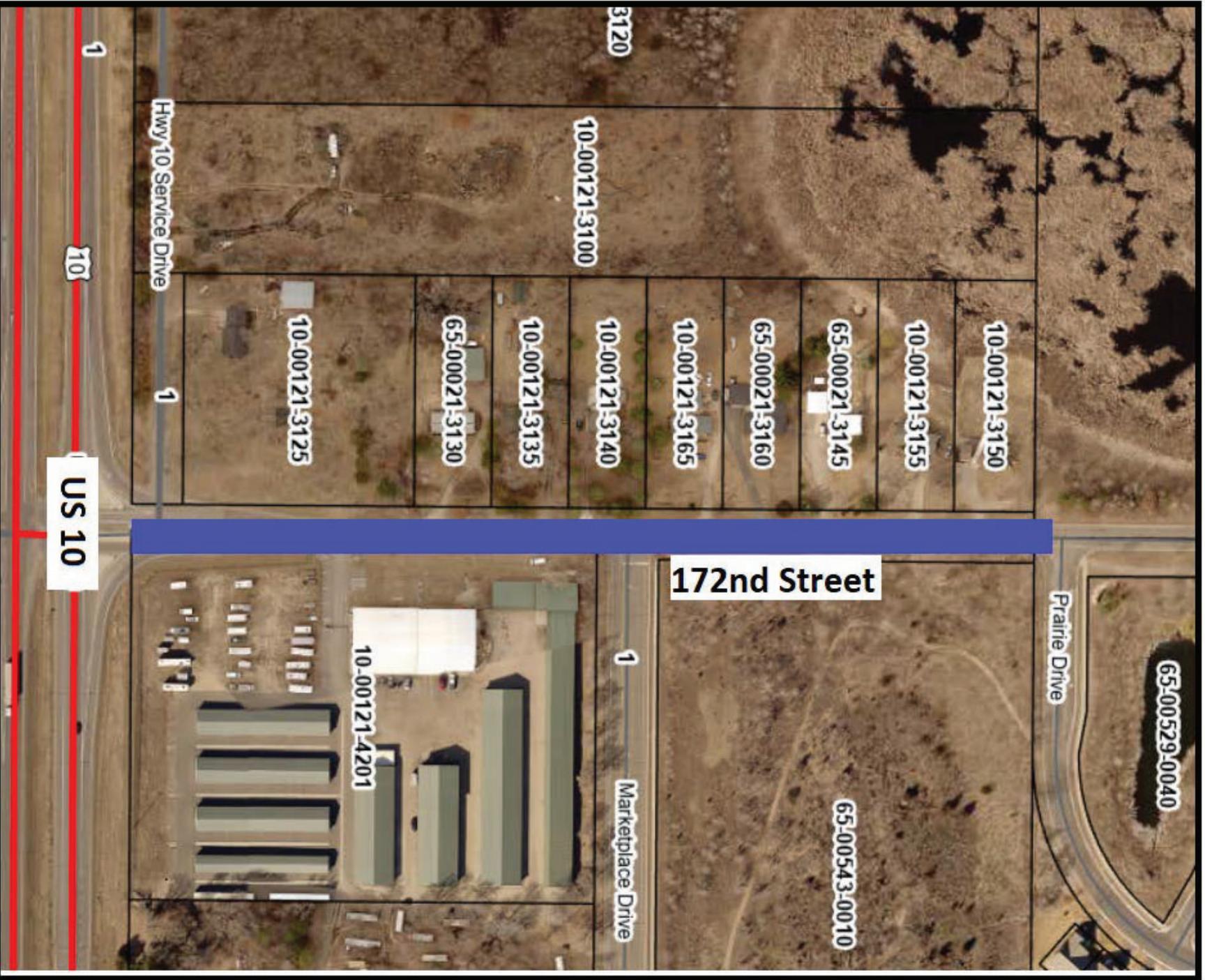
Fig. 2



Minnesota Ave (176th to 177th St)



Fig. 3



172nd Street
(US 10 to Prairie Dr.)



Fig. 4

Figure 5 – Minnesota Avenue Extension Typical Section

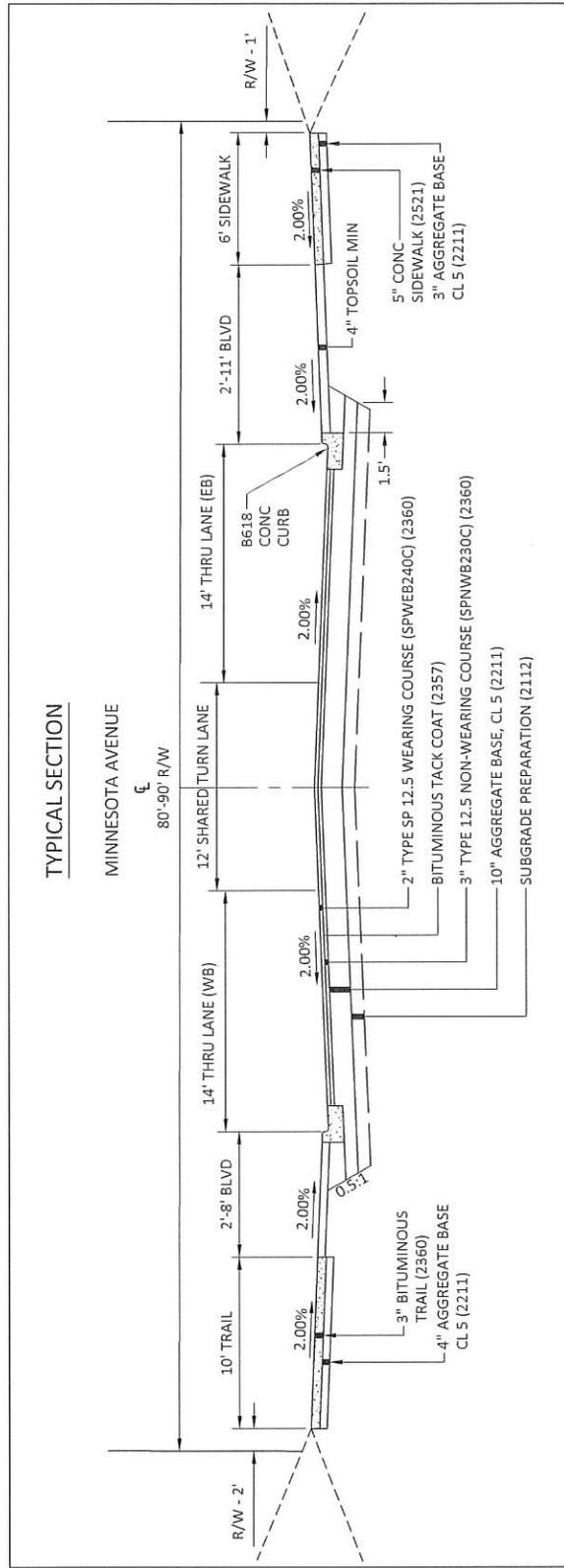


Figure 6 – Minnesota Ave and 172nd Street

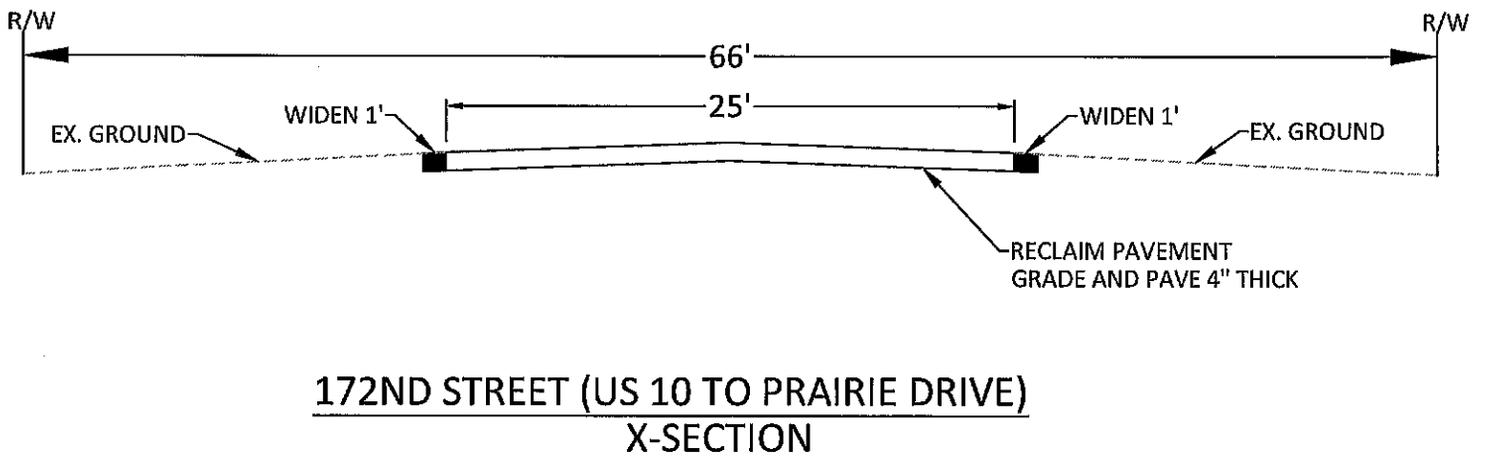
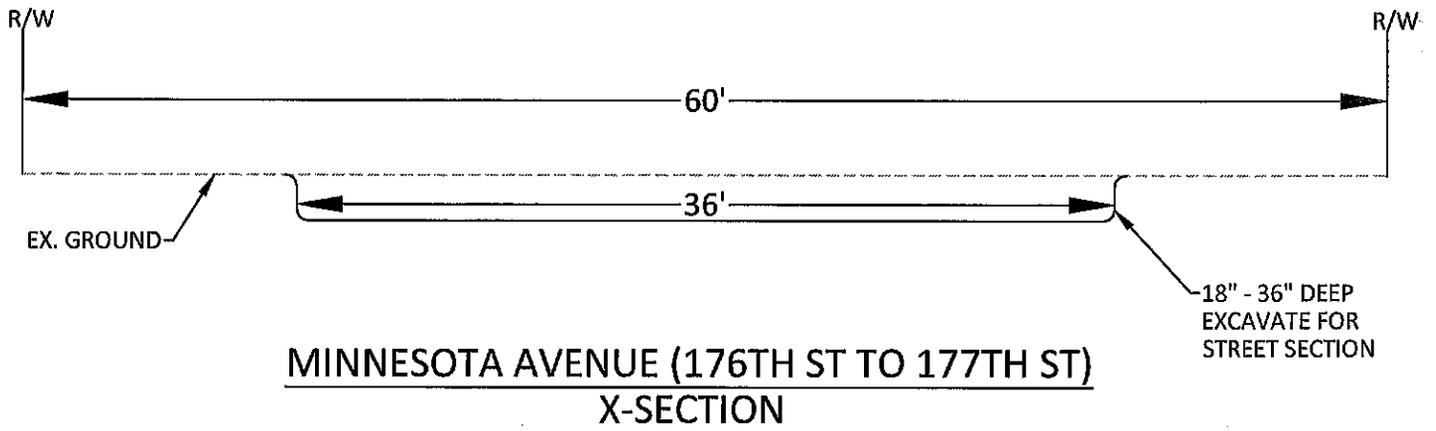


Figure 8 - 172nd Street

ST2026-1 Street and Utility Project
 172nd Street (US 10 to Prairie Drive)
 City of Big Lake
 January 10, 2026

39/61

Assessment Calculator

Item	QTY	Unit	Unit Cost	City Participation		Township Participation		Project Totals	
				Qty	Cost	Qty	Cost	Qty	Cost
MOBILIZATION	1	LS	\$ 10,000.00	0.41	\$ 4,100.00	0.59	\$ 5,900.00	1.00	\$ 10,000.00
TRAFFIC CONTROL	1	LS	\$ 5,000.00	0.41	\$ 2,050.00	0.59	\$ 2,950.00	1.00	\$ 5,000.00
SALVAGE MAILBOXES AND SIGNS	1	LS	\$ 500.00	0.41	\$ 205.00	0.59	\$ 295.00	1.00	\$ 500.00
4" RECLAIM PAVEMENT	3000	SY	\$ 5.00	1230	\$ 6,150.00	1770.00	\$ 8,850.00	3,000.00	\$ 15,000.00
SUBGRADE EXCAVATION - WIDENING	100	CY	\$ 50.00	41	\$ 2,050.00	59.00	\$ 2,950.00	100.00	\$ 5,000.00
SUBGRADE SCARRIFY AND COMPACT - 6' WIDE	1	LS	\$ 7,500.00	0.41	\$ 3,075.00	0.59	\$ 4,425.00	1.00	\$ 7,500.00
COMMON EXCAVATION - ONSITE (EV) (PLAN)	50	CY	\$ 30.00	20.5	\$ 615.00	29.50	\$ 885.00	50.00	\$ 1,500.00
COMMON EXCAVATION - EXPORT (LV)	325	CY	\$ 15.00	133.25	\$ 1,998.75	191.75	\$ 2,876.25	325.00	\$ 4,875.00
4" BITUMINOUS PAVING	760	TN	\$ 90.00	311.6	\$ 28,044.00	448.40	\$ 40,356.00	760.00	\$ 68,400.00
DRIVEWAY PATCH (6" CL 5 A _{gg} & 2.5" BIT)	50	SY	\$ 40.00	20.5	\$ 820.00	29.50	\$ 1,180.00	50.00	\$ 2,000.00
ADJUST GV BOX TOP SECTION & COVER	2	EA	\$ 500.00	2	\$ 1,000.00	0.00	\$ -	2.00	\$ 1,000.00
SALVAGE, REINSTALL AND ADJUST FRAME AND RING MH CASTING	4	EA	\$ 1,000.00	4	\$ 4,000.00	0.00	\$ -	4.00	\$ 4,000.00
REINSTALL MAILBOXES AND SIGNS	1	LS	\$ 1,000.00	0.41	\$ 410.00	0.59	\$ 590.00	1.00	\$ 1,000.00
STRIPING	1000	LF	\$ 0.75	410	\$ 307.50	590.00	\$ 442.50	1,000.00	\$ 750.00
TOPSOIL (LV)	50	CY	\$ 50.00	20.5	\$ 1,025.00	29.50	\$ 1,475.00	50.00	\$ 2,500.00
BLVD RESTORATION (Seed, Fert, and Stabilizer)	1	LS	\$ 4,000.00	0.41	\$ 1,640.00	0.59	\$ 2,360.00	1.00	\$ 4,000.00
EROSION CONTROL	1	LS	\$ 3,500.00	0.41	\$ 1,435.00	0.59	\$ 2,065.00	1.00	\$ 3,500.00
SHOULDERING	1	LS	\$ 4,000.00	0.41	\$ 1,640.00	0.59	\$ 2,360.00	1.00	\$ 4,000.00
MISC ITEMS	1	LS	\$ 5,000.00	0.41	\$ 2,050.00	0.59	\$ 2,950.00	1.00	\$ 5,000.00
Sub-Total:					\$ 62,615.25		\$ 82,909.75		\$ 145,525.00
Eng, Adm, Cont 10%:					\$ 6,261.53		\$ 8,290.98		\$ 14,552.50
Grand Total:					\$ 68,876.78		\$ 91,200.73		\$ 160,077.50

Assessment Calculator		Project Summary	
Mitchell Lake Ridge Neighborhood	Adjacent Work (CITY 39%)	\$	68,876.78
	Assessment Policy is 60%	\$	41,326.07
Collector => Apply 2.5" of 4" to match resurfacing thickness		\$	25,828.79
	847" adjusted front footage	\$	30.49 <small>rounding error (rounded up)</small>
Establish adjusted front foot rate			
	\$	30.49	per adjusted front foot
	847" adjusted front footage	\$	25,825.03 <small>(rounding)</small>
Project Cost Est		\$	160,077.50
Assessments		\$	25,825.03
City Cost		\$	43,051.75
Township Cost		\$	91,200.73
Project Funding		\$	160,077.50
City		\$	68,876.78
Township		\$	91,200.73
Note: Current and future assessment payments will support CIP 196 Fund.			

Recent resurfacing costs for reference

- 2025 street assessment \$25.02 / FT
- 2024 street assessment \$23.80 / FT
- 2022 street assessment \$22.81 / FT
- 2021 street assessment \$28.96 / FT & \$41.00 / FT (fulldepth reclaim and several feet wider)
- 2019 street assessment \$18.28 / FT

2026 Street and Utility Improvement Project ST2026-1

Figure 9 - Assessment Roll

Minnesota Avenue extension - Segment A

Minnesota Avenue connector - Segment B

172nd Street (US 10 to Prairie Drive)

1/08/2026

Minnesota Avenue extension Segment A				Adjusted front footage 30' setback			\$		688.97
PID	SITE ADDRESS	OWNER ADDRESS	OWNER	FRONT	SIDE	FINAL FRONTAGE	ESTIMATED COST	COMMENTS	
65-00616-0105	N/A*	160 LAKE ST N	BIG LAKE ECONOMIC DEVELOPMENT AUTH	496.50	0.00	496.50	\$ 342,073.61		
65-00616-0010	N/A*	PO BOX 297 EMILY MN 56447	SMITH, MAURICE & EVANGELINE - TRUST	773.78	0.00	773.78	\$ 533,111.21		
65-00616-0020	N/A*	PO BOX 297 EMILY MN 56448	SMITH, MAURICE & EVANGELINE - TRUST	1270.81	0.00	1270.81	\$ 875,549.97		
				2541.09		2541.09	\$ 1,750,734.78	Totals	

*Site addresses have not been identified as of January 12, 2026.

172 Street - US 10 to Prairie Drive				Adjusted front footage 30' setback			\$		30.49
PID	SITE ADDRESS	OWNER ADDRESS	OWNER	FRONT	SIDE	FINAL FRONTAGE	ESTIMATED COST	COMMENTS	
65-00021-3130	20028 172ND ST NW	20028 172ND ST NW	MITCHELTREE, AARON & BARIBEAU, SIERRA	100.00	0.00	100.00	\$ 3,049.00		
65-00021-3145	20108 172ND ST NW	20108 172ND ST NW	LEMKE, MARK A	100.00	0.00	100.00	\$ 3,049.00		
65-00021-3160	20096 172ND ST NW	20096 172ND ST NW	HILL, ANDREW	100.00	0.00	100.00	\$ 3,049.00		
65-00543-0010	N/A*	2230 ALBERT ST ROSEVILLE MN 55113	NORTH AMERICAN BANKING COMPANY	487.00	0.00	487.00	\$ 14,848.63		
N/A	MARKETPLACE DRIVE R/W	160 LAKE STREET BIG LAKE MN 55309	CITY OF BIG LAKE	60.00	0.00	60.00	\$ 1,829.40		
				847.00					
10-00121-3125	17210 US HIGHWAY 10 NW	17210 US HIGHWAY 10 NW	STOKES, BRYAN & NIKKI	100.00		0.00	\$ -	TOWNSHIP - exempt from assessment	
10-00121-3135	20044 172ND ST NW	20044 172ND ST NW	VOSSER NORBERT W	100.00		0.00	\$ -	TOWNSHIP - exempt from assessment	
10-00121-3140	20058 172ND ST NW	20058 172ND ST NW	LEE, EMMIE E	100.00		0.00	\$ -	TOWNSHIP - exempt from assessment	
10-00121-3165	20076 172ND ST NW	20076 172ND ST NW	JURGENS, CATHERINE K	100.00		0.00	\$ -	TOWNSHIP - exempt from assessment	
10-00121-3155	20218 172ND ST NW	20218 172ND ST NW	MCCOY, KIMBERLY	100.00		0.00	\$ -	TOWNSHIP - exempt from assessment	
10-00121-3150	20140 172ND ST NW	20140 172ND ST NW	TISCHBIREK, EDWARD R	104.51		0.00	\$ -	TOWNSHIP - exempt from assessment	
10-00121-4201	20017 172ND ST NW	PO BOX 529 BIG LAKE MN 55309	GOVESCO PROPERTIES, LIP	603.47		0.00	\$ -	TOWNSHIP - exempt from assessment	
				1207.98		847.00	\$ 25,825.03	Totals	

*Site addresses have not been identified as of January 12, 2026.



AGENDA ITEM

Big Lake City Council

Prepared By: Hanna Klimmek, City Administrator	Meeting Date: 2/18/2026	<input checked="" type="checkbox"/> Regular Agenda Item <input type="checkbox"/> Consent Agenda Item	Item No. 7D
Item Description: Resolutions Approving Construction Manager at Risk Contract Documents Between City of Big Lake and Bradbury Stamm Construction Winkelman, LLC	Reviewed By: Public Building Planning Committee (Mayor Paul Knier and Councilman Ken Geroux) Reviewed By: Deb Wegeleben, Finance/HR Director – Sam Olson, Chief of Police – Marie Popp, Community Development Director/ BLEDA Executive Director		

ACTION REQUESTED

Motion to approve a RESOLUTION approving the following:

1. Approving Bradbury Stamm Construction Winkelman, LLC, as the Construction Manager at Risk (CMAR) for a project to design and construct a new City Hall/Public Safety Facility;
2. Approving the contract documents with the CMAR;
3. Authorizing the Public Building Planning Committee, in coordination with city staff, to negotiate a Guaranteed Maximum Price with the CMAR following completion of the design of the Project; and
4. Authorizing the City Administrator to execute all contract and other documents necessary to complete the Project.

BACKGROUND/DISCUSSION

In the fourth quarter of 2025, the Public Building Planning Committee, in coordination with city staff, initiated a formal Request for Qualifications and Request for Proposals process to solicit Comprehensive Program Management Services (a professional service), including Construction Manager at Risk, as well as Architecture and Engineering services.

Three construction management firms submitted responses to the Request for Qualifications. All three firms were subsequently shortlisted to submit proposals in response to the Request for Proposals and participated in interviews.

Following the evaluation process, the Public Building Planning Committee selected Bradbury Stamm Construction Winkelman, LLC to provide Comprehensive Program Management Services for the Big Lake Public Safety Facility Project.

For reference, the Request for Proposals submittals are attached to this memo. Also included is a memorandum from the City Attorney, along with all documents necessary for the City Council's consideration and approval of Bradbury Stamm Construction Winkelman, LLC as the Construction Manager at Risk.

City Attorney, Amy Schmidt, will be in attendance during the February 18th meeting to deliver this item.

FINANCIAL IMPACT

7.95% of Total Project Cost

STAFF RECOMMENDATION

See Staff Recommendation Section of the City Attorney's memo.

ATTACHMENTS

- Attachment A - Request for Proposal (RFP)
- Attachment B - Request for Proposal Submittals
- Attachment C - Campbell Knutson (City Attorney) Memo
- Attachment D - Resolution (CMAR Approval)
- Attachment E - AIA Document A133 – 2019, Standard Form of Agreement Between Owner and Construction Manager at Risk where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price (as modified by AIA Document A133 – 2019 Supplementary Conditions). Includes Exhibit A form, and Exhibit B.
- Attachment F - AIA Document A133 – 2019, Supplementary Conditions
- Attachment G - AIA Document A201– 2017, General Conditions of the Contract for Construction

Attachment A
Request for Proposal (RFP)



REQUEST FOR PROPOSALS

COMPREHENSIVE PROGRAM MANAGEMENT SERVICES (CMAR & A/E)

ISSUED TO SHORTLISTED FIRMS ONLY

ALL SHORTLISTED FIRMS ARE BEING ASKED TO INTERVIEW

CITY OF BIG LAKE, MN
PUBLIC SAFETY FACILITY PROJECT
CITY HALL-POLICE STATION-LIBRARY

NOVEMBER 3, 2025

1. Introduction

The City of Big Lake (“City”) invites proposals from shortlisted firms for Construction Manager at Risk (CMaR) comprehensive program management services for the Public Safety Facility Project, which will house the City Hall, Police Department, and Library.

This Request for Proposals (RFP) is issued exclusively to firms that have been shortlisted through the City’s Request for Qualifications (RFQ) process. The selected firm will contract directly with the City and will be responsible for soliciting and directly contracting with architectural and engineering (A/E) services, as well as overseeing preconstruction and construction activities through project completion.

2. Project Overview

The proposed Public Safety Facility will consolidate several critical municipal functions into one efficient and secure complex designed to serve the community’s needs for decades to come. The City’s vision emphasizes functionality, public safety, and fiscal responsibility.

Project goals include:

- Creating a safe, modern, and efficient environment for public services.
- Maximizing value through cost-effective design and construction.
- Promoting collaboration among city departments.
- Delivering the project within budget and on schedule.

4. Proposal Requirements

1. Proposed Fee – Provide your construction management fee (including A&E) expressed as a percentage of total construction cost.
2. References – Include contact information for your three (3) most recent projects.

5. Schedule

The anticipated schedule for this RFP process is as follows:

RFP Issued to Shortlisted Firms	November 3, 2025
Proposals Due	November 10, 2025, 5:00 PM
Interviews	Week of November 10, 2025
Anticipated Selection	Week of November 10, 2025
Anticipated City Council Contract Approval	December 10, 2025

6. Interview Evaluation Criteria

Interviews will be evaluated based on the following weighted criteria:

Evaluation Category	Weight
Overall Quality of Presentation	50%
Q & A Portion of Interview	30%
Proposed Timeline	10%
Proposed Fee	10%

7. Submission Instructions

Submission Format: One (1) electronic PDF copy emailed to City Administrator, Hanna Klimmek, at hklimmek@biglakemn.org.

Deadline: November 10, 2025, 5:00 PM. **Late submissions will not be accepted.**

Subject Line: "CMaR Proposal – Big Lake Public Safety Facility Project."

8. General Conditions

- The City reserves the right to reject any or all proposals, waive informalities, and accept the proposal deemed most advantageous to the City.
- All costs incurred in preparing proposals are the responsibility of the proposing firms.
- The successful firm will be required to enter into a contract with the City in a form acceptable to the City Attorney.

Issued by:

City of Big Lake
160 Lake Street North
Big Lake, MN 55309
Hanna Klimmek – City Administrator
hklimmek@biglakemn.org

Attachment B
Request for Proposal Submittals



Response to RFP for the City of Big Lake Public Safety Facility Comprehensive Program Management Services (CMAR & A/E)



Contact:

Jay Vogel | VP, Project Executive
Bradbury Stamm Construction

23823 67th Avenue

St. Cloud, MN 56301

jvogel@bradburystamm.com

320.248.2686

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November 10, 2025

Big Lake City Hall
160 Lake Street North
Big Lake, MN 55309

**Re: RFP Comprehensive Program Management Services (CMAR & A/E),
City of Big Lake Public Safety Facility Project: City Hall-Police Station-Library**

Dear Selection Committee,

On behalf of Bradbury Stamm Construction, we appreciate the opportunity to continue our partnership with the City of Big Lake through this next phase of the Public Safety Facility project. Enclosed, please find our fee proposal and references submitted in response to your RFP.

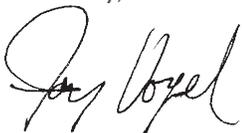
Our team remains fully committed to delivering a facility that reflects the City's goals—safe, efficient, and modest needs-based approach while ensuring long-term value for the community. We are proud of the collaborative relationship we've developed with the City and look forward to building upon that trust as we move toward project delivery.

With Bradbury Stamm, the City continues to benefit from a locally engaged partner. Our long-standing presence in Central Minnesota provides the project with direct access to a dependable local workforce and a proven network of trusted subcontractors, ensuring responsiveness, competitive pricing, and high-quality results.

We take pride in our proactive approach to project leadership—maintaining a strong alignment between design, budget, and schedule through open communication and collaboration.

We're excited to continue our partnership with the City of Big Lake and to help bring this important project to life. We look forward to meeting with you on Thursday to discuss the project, answer your questions, and share how our team plans to lead this effort to a successful outcome.

Sincerely,



Jay Vogel, LEED AP,
Project Executive

Cell: 320.248.2686 | JVogel@bradburystamm.com

Proposed Fee – Provide your construction management fee (including A&E) expressed as a percentage of total construction cost.

We appreciate the opportunity to submit this proposal for Construction Management services, including the integration of architectural and engineering design, for the City of Big Lake Public Safety Project.

Our services will be provided under a modified AIA A133–2019 Standard Form of Agreement Between Owner and Construction Manager, which will be tailored to incorporate architectural and engineering services and provide comprehensive oversight of preconstruction and construction activities through project completion.

The proposed fee structure is based on a percentage of the total construction cost and based on construction cost provided in the RFQ. Our fee for providing the complete scope of services described above is as follows:

- **Construction Management Fee, Architectural, and Engineering Services Fee: 7.95% of the total project cost.**

This proposed fee has been formulated utilizing the framework of the AIA A133–2019 Agreement and reflects our anticipated level of involvement throughout the preconstruction and construction phases. We look forward to working closely with your team on the next phase of design and detailed budgeting and cost development, including general conditions, project management staffing, and overall project costs.

We are confident that our integrated approach, collaborative project delivery, and local knowledge of construction trades and suppliers will provide the best value and ensure a successful outcome.

Please let us know if you would like to discuss any refinements to the proposed structure, scope, or fee.

References – Include contact information for your three (3) most recent projects.

In order to represent the comprehensive qualifications of our project team, we have provided references for Bradbury Stamm Construction, GLTArchitects, and BKV Group, demonstrating our collective experience and proven record of success on similar projects.



**CLIENT:
CITY OF WAITE PARK**

Representative project:

City of Waite Park Public Safety Addition and Remodel, 62,000 SF Addition/Remodel, \$25,000,000 – Currently Under construction

Contact Information:

Bill Schluenz
Public Works Director
(320) 229-3685
bill.schluenz@ci.waitepark.mn.us

**CLIENT:
ST. CLOUD AREA SCHOOLS
ISD 742**

Representative project(s):

Apollo High School Additions and Renovations - \$50,000,000, All Referendum Services and full construction services. Currently in design with fall 2026 construction start.

ISD 742 Athletic Complex - \$15,000,000, All Referendum Services and full construction services. Currently in design with spring 2026 construction start.

Katherine Johnson Learning Center - \$6,500,000, Complete remodel and upgrades to 40,000 SF building

Oak Hill/Talahi/Discovery Elementary Schools IAQ Upgrades and Remodel - \$15,000,000

Contact Information:

Mike Spanier
Facilities Director
(320) 267-6195
mike.spanier@isd742.org

**CLIENT:
MORRIS AREA SCHOOLS
ISD 2769**

Representative project(s):

Elementary School Addition - \$12,000,000, All Referendum Services and full construction services. Currently under construction.

High School Remodel and Additions - \$20,000,000, All Referendum Services and full construction services. 2018 project.

Contact Information:

Kurt Wulf
School Board, Treasurer and Facilities
320.491.9622
kwulf@morris.k12.mn.us



**CLIENT:
BENTON COUNTY**

Representative projects:

61,000 SF Government Center
(currently in construction)

29,600 SF Public Works Building

Master Planning

Contact Information:

Montgomery Headley

County Administrator

(320) 968-5000

mheadley@co.benton.mn.us

Jared Gapinski

Benton County Commissioner

(320) 248-7777

jgapinski@co.benton.mn.us

**CLIENT:
STEARNS COUNTY**

Representative project(s):

19,500 SF Sheriffs Dept. and
Facilities Garage and Shop
(currently in design)

50,000 SF Government Center/
Service Center

50,000 SF Addition to Government
Center/Service Center

12,500 SF Behavioral Health
Center

19,000 SF HHW Facility

Master Planning

Contact Information:

Kevin Korneck

Facilities Manager

(320) 267-3829

kevin.korneck@co.stearns.mn.us

Tom Koralewski

Facilities Supervisor

(320) 293-8396

Tom.Koralewski@

stearnscountymn.gov

**CLIENT:
STEARNS ELECTRIC
ASSOCIATION**

Representative project(s):

88,000 SF Corporate
Headquarters (recently occupied)

Contact Information:

Eric Peterson

Board President

(320) 293-3330

epeterson@stearnselectric.org

Matt O'Shea, PE

Chief Executive Officer

(320) 256-1601

moshea@stearnselectric.org



**CLIENT:
ROCHESTER NORTH SERVICE
CENTER AND POLICE STATION**

Representative project:
43,200 GSF renovation of an existing building for City services with a 54,600 GSF addition for Police. 48 stall fleet parking garage.

Contact Information:
John Turk, Captain
4001 West River Pkwy NW,
Rochester, MN 55901
507.328.6940
jturk@rochestermn.gov

**CLIENT:
ROSEMOUNT POLICE
DEPARTMENT & PUBLIC WORKS**

Representative project:
160,000 GSF facilities, 50,000 GSF of which is dedicated to police. 35 stall police fleet garage, 5 lane firing range.

Contact Information:
Logan Martin, City Administrator
2875 145th Street West,
Rosemount, MN 55068
651.322.2006
logan.martin@rosemountmn.gov

**CLIENT:
CHANHASSEN CIVIC CAMPUS**

Representative project:
58,464 SF City Hall and Senior Center including fleet parking garage. Plus park pavilion and other site amenities.

Contact Information:
Laurie Hokkanen, City Manager
7700 Market Boulevard,
Chanhassen, MN 55317
952.227.1119
lhokkanen@chanhassenmn.gov



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CITY OF BIG LAKE PUBLIC SAFETY FACILITY PROJECT: CITY HALL, POLICE STATION, AND LIBRARY

ICS and Wold Architects and Engineers
Request for Proposal | 11.10.25



ICS proposes a **Program Management fee of 9%** (includes design, CMaR, and commissioning services) based on the estimated construction cost for this project. Upon completion of design and bidding, ICS will provide a proposal detailing out the direct and indirect costs, as well as contingency and fee to form the basis for the GMP (Guaranteed Maximum Price). This will be presented and negotiated with the City of Big Lake to form the final agreement.

REFERENCE #1 — ANOKA COUNTY EMERGENCY COMMUNICATIONS FACILITY



Client: Anoka County
Address: 13535 Hanson Blvd NW, Andover, MN 55304
Reference: Andrew Dykstra, P.E., Facilities Mgmt. and Construction Director
Phone: 763.324.1300
Email: andrew.dykstra@co.anoka.mn.us

REFERENCE #2 — CITY OF KASSON NEW FIRE STATION



Client: City of Kasson
Address: 101 East Main Street, Kasson, MN 55944
Reference: Timothy Ibisch, City Administrator
Phone: 507.634.7071
Email: cityadministrator@cityofkasson.com

REFERENCE #3 — CITY OF BECKER CITY HALL/POLICE RENOVATIONS



Client: City of Becker
Address: 12060 Sherburne Ave, Becker, MN 55308
Reference: Greg Lerud, City Administrator
Phone: 763.200.4244
Email: glerud@ci.becker.mn.us



ICS-BUILDS.COM
WOLDAE.COM



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Hennepin County Government Sheriff's Public Safety Service Center

CITY OF BIG LAKE PUBLIC SAFETY FACILITY

Proposal for Construction Manager at Risk Services | November 10, 2025



FEE

Our proposed fee is 8.5%, which includes our construction management fee plus our all-inclusive design fee.

REFERENCES



St. Francis City Hall and Fire Station

Project Owner

City of St. Francis
3740 Bridge St NW
St. Francis, Minnesota 55070

Project Contact

Kate Thunstrom | City Administrator
763-267-6191 | kate.thunstrom@stfrancismn.org



Hennepin County Government Sheriff's Public Safety Service Center

Project Location

Hennepin County
1345 Shenandoah Lane
Plymouth, Minnesota 55447

Project Contact

Nguyen 'Guy' Hoang | Project Architect
612-814-1088 | nguyen.hoang@hennepin.us



Hennepin County 625 Building Office Renovation

Project Location

Hennepin County
625 South 4th Ave
Minneapolis, Minnesota 55415

Project Contact

Jerome Ryan | Section Leader - Design & Construction
612-462-0481 | jerome.ryan@hennepin.us

Attachment C
Campbell Knutson (City Attorney) Memo

MEMORANDUM

TO: BIG LAKE CITY COUNCIL
FROM: SOREN MATTICK, AMY SCHMIDT
DATE: FEBRUARY 2, 2026
RE: PROPOSED CITY HALL/PUBLIC SAFETY
FACILITY PROJECT



This memo is provided to request City Council action related to the proposed City Hall/Public Safety Facility Project.

ACTION REQUESTED

The City Council is asked to make the following motion:

Motion to approve a RESOLUTION (1) approving Bradbury Stamm Construction Winkelman, LLC, as the Construction Manager at Risk (CMAR) for a project to design and construct a new City Hall/Public Safety Facility; (2) approving the contract documents with the CMAR; (3) authorizing the Public Building Planning Committee, in coordination with city staff, to negotiate a Guaranteed Maximum Price with the CMAR following completion of the design of the Project; and (4) authorizing the City Administrator to execute all contract and other documents necessary to complete the Project.

BACKGROUND/DISCUSSION

At the direction of the City Council and the Big Lake Economic Development Authority (BLEDA), the Public Building Planning Committee (PBPC) has been working since 2023 on a project for the possible relocation of the Big Lake City Hall and Public Safety building (Project). At the City Council Workshop meeting on September 24, 2025, the City Council discussed the recommendations of the PBPC related to the scope, not-to-exceed budget, type of financing, and delivery method of the Project. One key component of the PBPC recommendations was the choice of the Construction Manager at Risk (CMAR) as the delivery method for the Project. At the end of its discussion, the City Council directed City Staff to move forward with the recommendations of the PBPC as had been outlined in the Staff Report presented at that meeting.

Since that time, the PBPC has done the following:

- Prepared and issued a Request for Qualifications (RFQ) solicitation for entities interested in acting as CMAR for the Project.
- Reviewed, evaluated, and ranked all RFQ responses.
- Determined a shortlist of RFQ respondents to be invited to submit a response to a Request for Proposals (RFP).
- Prepared and issued the RFP to the shortlisted respondents.
- Reviewed, evaluated, and ranked all RFP responses and interviewed respondents.

- Selected CMAR.
- Negotiated necessary contract documents with CMAR for City Council approval.

Next Steps

Completion of design work and negotiation of Guaranteed Maximum Price (GMP) and GMP Amendment with CMAR.

STAFF RECOMMENDATION

Approve Bradbury Stamm Construction Winkelman, LLC, as the CMAR for the design and construction a new City Hall/Public Safety Facility; approve the contract documents with the CMAR; authorize the Public Building Planning Committee, in coordination with city staff, to negotiate a GMP with the CMAR; and authorize the City Administrator to execute all contract and other documents necessary to complete the Project.

ATTACHMENTS

- A - AIA Document A133 – 2019, *Standard Form of Agreement Between Owner and Construction Manager at Risk where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price* (as modified by AIA Document A133 – 2019 Supplementary Conditions)
- B - AIA Document A133 – 2019, *Supplementary Conditions*
- C - AIA Document A133 – 2019, Exhibit A, *Guaranteed Maximum Price Amendment* (to be executed when negotiated)
- D- AIA Document A133 – 2019, Exhibit B, *Equipment, Personnel Rate Sheet Dated 01/01/2024*
- E- AIA Document A201– 2017, *General Conditions of the Contract for Construction*

Attachment D
Resolution (CMAR Approval)

**CITY OF BIG LAKE
MINNESOTA**

A general meeting of the Big Lake City Council, Big Lake, Minnesota, was called to order by Mayor Paul Knier at 6:00 p.m. at Big Lake City Hall, Big Lake, Minnesota on Wednesday, February 18, 2026. The following City Council Members were present: Ken Geroux, Ken Halverson, Paul Knier, Kim Noding, and Paul Seefeld. A motion to adopt the following resolution was made by Council Member _____ and seconded by Council Member _____.

**BIG LAKE CITY COUNCIL
RESOLUTION NO. 2026-XX**

RESOLUTION APPROVING CONSTRUCTION MANAGER AT RISK, APPROVING CONTRACT DOCUMENTS, AUTHORIZING NEGOTIATION OF A GUARANTEED MAXIMUM PRICE, AND AUTHORIZING EXECUTION OF ALL CONTRACT AND OTHER DOCUMENTS FOR THE DESIGN AND CONSTRUCTION OF A NEW CITY HALL/PUBLIC SAFETY FACILITY FOR THE CITY OF BIG LAKE

WHEREAS, the City Council of the City of Big Lake, Minnesota, has determined that the current City Hall and Police Department facilities are outdated, inefficient, and lack modern security, which cannot be adequately addressed by repairs to the current facilities; and

WHEREAS, the City Council has further determined that the most cost-effective long-term solution to invest in facilities that better serve the public and City Staff is to design and construct a new facility that combines City Hall and Public Safety into a single facility to serve as a permanent civic anchor that is designed to benefit residents, businesses, City Staff for decades to come; and

WHEREAS, the City's designated Public Building Planning Committee (PBPC) has studied and planned a project for the design and construction of a new City Hall/Public Safety Facility, and has completed the solicitation process for a Construction Manager at Risk pursuant to Minnesota Statutes § 471.463; and

WHEREAS, the PBPC has selected Bradbury Stamm Construction Winkelman, LLC, as the highest ranked proposer to deliver the Project as the Construction Manager at Risk; and

WHEREAS, City Staff have negotiated contract documents related to the design and construction of the Project; and

WHEREAS, following design of the Project, the City and the Construction Manager at Risk will negotiate a Guaranteed Maximum Price (GMP) for the Project and will execute an amendment to the construction documents to memorialize that GMP.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Big Lake, Minnesota, as follows:

- (1) Bradbury Stamm Construction Winkelman, LLC, is approved as the Construction Manager at Risk for the new City Hall/Public Safety Facility for the City of Big Lake; and
- (2) The contract documents are approved; and
- (3) The City Administrator and City Staff are authorized to negotiate a Guaranteed Maximum Price with the Construction Manager at Risk; and
- (4) The City Administrator is authorized to execute all contract and other documents necessary to complete the City Hall/Public Safety Facility project.

Adopted by the Big Lake City Council this 18th day of February, 2026.

Paul Knier, Mayor

Attest:

Gina Wolbeck, City Clerk

The following Council Members voted in favor:

The following Council Members voted against or abstained:

Whereupon the motion was duly passed and executed.

Drafted By:
Campbell Knutson
Grand Oak Office Center I
860 Blue Gentian Road, Suite #290
Eagan, MN 55121

STATE OF MINNESOTA)
) SS.
COUNTY OF SHERBURNE)

The foregoing instrument was acknowledged before me this 18th day of February 2026 by Paul Knier and Gina Wolbeck, the Mayor and City Clerk respectively of the City of Big Lake, a Minnesota municipal corporation, on behalf of the corporation.

Notary Public

Attachment E
AIA Document A133 – 2019

Standard Form of Agreement Between Owner and Construction Manager at Risk where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price (as modified by AIA Document A133 – 2019 Supplementary Conditions)

Includes:

Exhibit A (Guaranteed Maximum Price Amendment Form (to be executed when negotiated))

Exhibit B (Equipment, Personnel Rate Sheet Dated 01/01/2024)

 **AIA**® Document A133® – 2019

Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price

AGREEMENT made as of the 18th day of February in the year 2026
(In words, indicate day, month, and year.)

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

City of Big Lake, a Minnesota municipal corporation
160 Lake Street North
Big Lake, MN 55309

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

Bradbury Stamm Construction Winkelman, LLC a Minnesota limited liability company
23823 67th Avenue
St. Cloud, MN 56301
All references to "Construction Manager" or "CMAR" herein shall mean "Construction Manager at Risk"

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

Public Safety Facility Project
xxx Minnesota Avenue
Big Lake, MN
Lot 1, Block 1, Smith Addition; PID: 65006160105

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

GLT Architects a Minnesota Professional Corporation (PC)
808 Courthouse Square
St. Cloud, MN 56303

The Owner and Construction Manager agree as follows.

ADDITIONS AND DELETIONS:

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

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

AIA Document A201™–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

RAI

TABLE OF ARTICLES

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

EXHIBIT A GUARANTEED MAXIMUM PRICE AMENDMENT

ARTICLE 1 INITIAL INFORMATION

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

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

§ 1.1.1 The Owner's program for the Project, as described in Section 4.1.1:

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

As described on pp. 16-23 (Space Needs Analysis / Formal Programing) of the Request for Qualifications for Comprehensive Program Management Services (CMAR & A/E) and the Request for Proposals for Comprehensive Program Management Services (CMAR & A/E), which are incorporated into this Agreement

§ 1.1.2 The Project's physical characteristics:

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

The Project will include a building consisting of approximately 55,576 square feet, for a City Hall and Police station, space for a potential library use, plus associated parking.

§ 1.1.3 The Owner's budget for the Guaranteed Maximum Price, as defined in Article 6:

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

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

The entire Project budget, including the GMP, shall not to exceed \$33,000,000, covering all phases of planning, architectural design, engineering design, construction, closeout, and commissioning

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

.1 Design phase milestone dates, if any:

approx. Q3 2026

.2 Construction commencement date:

approx. Q4 2026

.3 Substantial Completion date or dates:

approx. Q1 2028

.4 Other milestone dates:

TBD

§ 1.1.5 The Owner's requirements for accelerated or fast-track scheduling, or phased construction, are set forth below:
(Identify any requirements for fast-track scheduling or phased construction.)

Construction Manager shall perform all work in compliance with Minnesota Statutes § 471.463.

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

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

N/A

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Construction Manager shall complete and incorporate AIA Document E234™-2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E234-2019 is incorporated into this agreement, the Owner and Construction Manager shall incorporate the completed E234-2019 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 Other Project information:

(Identify special characteristics or needs of the Project not provided elsewhere.)

N/A

§ 1.1.8 The Owner identifies the following representative in accordance with Section 4.2:

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

Hanna Klimmek, City Administrator
Email: hklimmek@biglakemn.org
Phone: 763-251-2979
160 Lake Street North
Big Lake, MN 55309

§ 1.1.9 The persons or entities, in addition to the Owner's representative, who are required to review the Construction Manager's submittals to the Owner are as follows:

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User Notes:

(1114338616)

(List name, address and other contact information.)

Owner's representative will coordinate review with the City of Big Lake CMAR Project Team

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

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

.1 Geotechnical Engineer:

.2 Civil Engineer:

.3 Other, if any:

(List any other consultants retained by the Owner, such as a Project or Program Manager.)

§ 1.1.11 The Architect's representative:

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

Evan Larson, President
GLTArchitects
808 Courthouse Square
St. Cloud, MN 56303

§ 1.1.12 The Construction Manager identifies the following representative in accordance with Article 3:

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

Jay Vogel, Senior Vice President
Bradbury Stamm Construction Winkelman, LLC
23823 67th Avenue
St. Cloud, MN 56301

§ 1.1.13 The Owner's requirements for the Construction Manager's staffing plan for Preconstruction Services, as required under Section 3.1.9:

(List any Owner-specific requirements to be included in the staffing plan.)

Construction Manager's staffing shall be as set forth in the Construction Manager's proposal and interview with the City's CMAR Selection Committee.

§ 1.1.14 The Owner's requirements for subcontractor procurement for the performance of the Work:

(List any Owner-specific requirements for subcontractor procurement.)

Construction Manager's staffing shall be as set forth in the Construction Manager's proposal and interview with the City's CMAR Selection Committee.

§ 1.1.15 Other Initial Information on which this Agreement is based:

None

§ 1.2 The Owner and Construction Manager may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Construction Manager shall appropriately adjust the Project schedule, the Construction Manager's services, and the Construction Manager's compensation. The Owner shall adjust the Owner's budget for the Guaranteed Maximum Price and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 Neither the Owner's nor the Construction Manager's representative shall be changed without ten days' prior notice to the other party.

ARTICLE 2 GENERAL PROVISIONS

§ 2.1 The Contract Documents

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. Upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Contract Documents will also include the documents described in Section 3.2.3 and identified in the Guaranteed Maximum Price Amendment and revisions prepared by the Architect and furnished by the Owner as described in Section 3.2.8. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern. An enumeration of the Contract Documents, other than a Modification, appears in Article 15.

§ 2.2 Relationship of the Parties (See SC-01 and SC-02)

The Construction Manager accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Construction Manager's skill and judgment in furthering the interests of the Owner to furnish efficient construction administration, management services, and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish or approve, in a timely manner, information required by the Construction Manager and to make payments to the Construction Manager in accordance with the requirements of the Contract Documents.

§ 2.3 General Conditions

§ 2.3.1 For the Preconstruction Phase, AIA Document A201™-2017, General Conditions of the Contract for Construction, shall apply as follows: Section 1.5, Ownership and Use of Documents; Section 1.7, Digital Data Use and Transmission; Section 1.8, Building Information Model Use and Reliance; Section 2.2.4, Confidential Information; Section 3.12.10, Professional Services; Section 10.3, Hazardous Materials; Section 13.1, Governing Law. The term "Contractor" as used in A201-2017 shall mean the Construction Manager.

§ 2.3.2 For the Construction Phase, the general conditions of the contract shall be as set forth in A201-2017, which document is incorporated herein by reference. The term "Contractor" as used in A201-2017 shall mean the Construction Manager.

ARTICLE 3 CONSTRUCTION MANAGER'S RESPONSIBILITIES

The Construction Manager's Preconstruction Phase responsibilities are set forth in Sections 3.1 and 3.2, and in the applicable provisions of A201-2017 referenced in Section 2.3.1. The Construction Manager's Construction Phase responsibilities are set forth in Section 3.3. The Owner and Construction Manager may agree, in consultation with the Architect, for the Construction Phase to commence prior to completion of the Preconstruction Phase, in which case, both phases will proceed concurrently. The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.

§ 3.1 Preconstruction Phase

§ 3.1.1 Extent of Responsibility

The Construction Manager shall exercise reasonable care in performing its Preconstruction Services. The Owner and Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of services and information furnished by the Construction Manager. The Construction Manager, however, does not warrant or guarantee estimates and schedules except as may be included as part of the Guaranteed Maximum Price. The Construction Manager is not required to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Construction Manager shall promptly report to the Architect and Owner any nonconformity discovered by or made known to the Construction Manager as a request for information in such form as the Architect may require.

§ 3.1.2 The Construction Manager shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other.

§ 3.1.3 Consultation

§ 3.1.3.1 The Construction Manager shall schedule and conduct meetings with the Architect and Owner to discuss such matters as procedures, progress, coordination, and scheduling of the Work.

§ 3.1.3.2 The Construction Manager shall advise the Owner and Architect on proposed site use and improvements, selection of materials, building systems, and equipment. The Construction Manager shall also provide recommendations to the Owner and Architect, consistent with the Project requirements, on constructability; availability of materials and labor; time requirements for procurement, installation and construction; prefabrication; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions. The Construction Manager shall consult with the Architect regarding professional services to be provided by the Construction Manager during the Construction Phase.

§ 3.1.3.3 The Construction Manager shall assist the Owner and Architect in establishing written protocols for the development, use, transmission, reliance, and exchange of digital data, including building information models for the Project.

§ 3.1.4 Project Schedule (See SC-03)

When Project requirements in Section 4.1.1 have been sufficiently identified, the Construction Manager shall prepare and periodically update a Project schedule for the Architect's review and the Owner's acceptance. The Construction Manager shall obtain the Architect's approval for the portion of the Project schedule relating to the performance of the Architect's services. The Project schedule shall coordinate and integrate the Construction Manager's services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities; and identify items that affect the Project's timely completion. The updated Project schedule shall include the following: submission of the Guaranteed Maximum Price proposal; components of the Work; times of commencement and completion required of each Subcontractor; ordering and delivery of products, including those that must be ordered in advance of construction; and the occupancy requirements of the Owner.

§ 3.1.5 Phased Construction

The Construction Manager, in consultation with the Architect, shall provide recommendations with regard to accelerated or fast-track scheduling, procurement, and sequencing for phased construction. The Construction Manager shall take into consideration cost reductions, cost information, constructability, provisions for temporary facilities, and procurement and construction scheduling issues.

§ 3.1.6 Cost Estimates

§ 3.1.6.1 Based on the preliminary design and other design criteria prepared by the Architect, the Construction Manager shall prepare, for the Architect's review and the Owner's approval, preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume, or similar conceptual estimating techniques. If the Architect or Construction Manager suggests alternative materials and systems, the Construction Manager shall provide cost evaluations of those alternative materials and systems.

§ 3.1.6.2 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the

Owner, Construction Manager and Architect, an estimate of the Cost of the Work with increasing detail and refinement. The Construction Manager shall include in the estimate those costs to allow for the further development of the design, price escalation, and market conditions, until such time as the Owner and Construction Manager agree on a Guaranteed Maximum Price for the Work. The estimate shall be provided for the Architect's review and the Owner's approval. The Construction Manager shall inform the Owner and Architect in the event that the estimate of the Cost of the Work exceeds the latest approved Project budget, and make recommendations for corrective action.

§ 3.1.6.3 If the Architect is providing cost estimating services as a Supplemental Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Construction Manager and the Architect shall work together to reconcile the cost estimates.

§ 3.1.7 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall consult with the Owner and Architect and make recommendations regarding constructability and schedules, for the Architect's review and the Owner's approval.

§ 3.1.8 The Construction Manager shall provide recommendations and information to the Owner and Architect regarding equipment, materials, services, and temporary Project facilities.

§ 3.1.9 The Construction Manager shall provide a staffing plan for Preconstruction Phase services for the Owner's review and approval.

§ 3.1.10 If the Owner identified a Sustainable Objective in Article 1, the Construction Manager shall fulfill its Preconstruction Phase responsibilities as required in AIA Document E234™-2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

§ 3.1.11 Subcontractors and Suppliers

§ 3.1.11.1 (See SC-04) If the Owner has provided requirements for subcontractor procurement in section 1.1.14, the Construction Manager shall provide a subcontracting plan, addressing the Owner's requirements, for the Owner's review and approval.

§ 3.1.11.2 The Construction Manager shall develop bidders' interest in the Project.

§ 3.1.11.3 The processes described in Article 9 shall apply if bid packages will be issued during the Preconstruction Phase.

§ 3.1.12 Procurement (See SC-05)

The Construction Manager shall prepare, for the Architect's review and the Owner's acceptance, a procurement schedule for items that must be ordered in advance of construction. The Construction Manager shall expedite and coordinate the ordering and delivery of materials that must be ordered in advance of construction. If the Owner agrees to procure any items prior to the establishment of the Guaranteed Maximum Price, the Owner shall procure the items on terms and conditions acceptable to the Construction Manager. Upon the establishment of the Guaranteed Maximum Price, the Owner shall assign all contracts for these items to the Construction Manager and the Construction Manager shall thereafter accept responsibility for them.

§ 3.1.13 Compliance with Laws

The Construction Manager shall comply with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to its performance under this Contract, and with equal employment opportunity programs, and other programs as may be required by governmental and quasi-governmental authorities.

§ 3.1.14 Other Preconstruction Services

Insert a description of any other Preconstruction Phase services to be provided by the Construction Manager, or reference an exhibit attached to this document

(Describe any other Preconstruction Phase services, such as providing cash flow projections, development of a project information management system, early selection or procurement of subcontractors, etc.)

Construction Manager's services shall include attendance at meetings with City staff members, building construction officials, and other governmental officials as may be required for the development of the Project. Construction Manager

shall lead the design and construction process as described in the Request for Qualifications, Request for Proposals, and Construction Manager's proposal.

Construction Manager will retain GLT Architects under a Standard Form of Agreement Between Design-Builder and Architect for a Traditional Design-Build Project, AIA Document B141 - 2024. Owner acknowledges and agrees that Owner bears certain responsibilities to the GLT Architects as set out therein to ensure timely design and completion of the Work, and Owner agrees to perform such obligations in good faith. Construction Manager and Owner agree that Construction Manager, as CMAR, will be responsible for coordinating Owner's interactions with GLT Architects. Those responsibilities include but are not limited to

§ 1.4 Project Information

§ 3.2 Design Services

For purposes of clarity, in the AIA Document B141 between Construction Manager and [Design Professional], all references to the AIA Document A141-2024 shall be deemed to refer to the AIA Document A133-2019 between Owner and Construction Manager. Similarly, all references to the "Design-Builder" shall be deemed references to Construction Manager.

The Construction Manager shall provide the Owner with a copy of the scope of services in the executed agreement between the Construction Manager and the Architect, and any further modifications to the Architect's scope of services in the agreement.

§ 3.2 Guaranteed Maximum Price Proposal

§ 3.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager, the Construction Manager shall prepare a Guaranteed Maximum Price proposal for the Owner's and Architect's review, and the Owner's acceptance. The Guaranteed Maximum Price in the proposal shall be the sum of the Construction Manager's estimate of the Cost of the Work, the Construction Manager's contingency described in Section 3.2.4, and the Construction Manager's Fee described in Section 6.1.2.

§ 3.2.2 To the extent that the Contract Documents are anticipated to require further development, the Guaranteed Maximum Price includes the costs attributable to such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include changes in scope, systems, kinds and quality of materials, finishes, or equipment, all of which, if required, shall be incorporated by Change Order.

§ 3.2.3 The Construction Manager shall include with the Guaranteed Maximum Price proposal a written statement of its basis, which shall include the following:

- .1 A list of the Drawings and Specifications, including all Addenda thereto, and the Conditions of the Contract;
- .2 A list of the clarifications and assumptions made by the Construction Manager in the preparation of the Guaranteed Maximum Price proposal, including assumptions under Section 3.2.2;
- .3 A statement of the proposed Guaranteed Maximum Price, including a statement of the estimated Cost of the Work organized by trade categories or systems, including allowances; the Construction Manager's contingency set forth in Section 3.2.4; and the Construction Manager's Fee;
- .4 The anticipated date of Substantial Completion upon which the proposed Guaranteed Maximum Price is based; and
- .5 A date by which the Owner must accept the Guaranteed Maximum Price.

§ 3.2.4 In preparing the Construction Manager's Guaranteed Maximum Price proposal, the Construction Manager shall include a contingency for the Construction Manager's exclusive use to cover those costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order. In addition, a separate contingency and not as part of any contingency otherwise set out herein, the contract sum shall include a Design Contingency that shall be used solely to pay for unanticipated expenses arising from errors and omissions in the design

documents. Upon completion of the contract, any unused amount allocated to the Design Contingency shall not be included in the GMP and the Construction Manager shall have no claim to the benefit thereof.

§ 3.2.5 The Construction Manager shall meet with the Owner and Architect to review the Guaranteed Maximum Price proposal. In the event that the Owner or Architect discover any inconsistencies or inaccuracies in the information presented, they shall promptly notify the Construction Manager, who shall make appropriate adjustments to the Guaranteed Maximum Price proposal, its basis, or both.

§ 3.2.6 If the Owner notifies the Construction Manager that the Owner has accepted the Guaranteed Maximum Price proposal in writing before the date specified in the Guaranteed Maximum Price proposal, the Guaranteed Maximum Price proposal shall be deemed effective without further acceptance from the Construction Manager. Following acceptance of a Guaranteed Maximum Price, the Owner and Construction Manager shall execute the Guaranteed Maximum Price Amendment amending this Agreement, a copy of which the Owner shall provide to the Architect. The Guaranteed Maximum Price Amendment shall set forth the agreed upon Guaranteed Maximum Price with the information and assumptions upon which it is based.

§ 3.2.7 The Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work prior to the execution of the Guaranteed Maximum Price Amendment, unless the Owner provides prior written authorization for such costs.

§ 3.2.8 The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment. The Owner shall promptly furnish such revised Contract Documents to the Construction Manager. The Construction Manager shall notify the Owner and Architect of any inconsistencies between the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment and the revised Contract Documents.

§ 3.2.9 The Construction Manager shall include in the Guaranteed Maximum Price all sales, consumer, use and similar taxes for the Work provided by the Construction Manager that are legally enacted, whether or not yet effective, at the time the Guaranteed Maximum Price Amendment is executed.

§ 3.3 Construction Phase

§ 3.3.1 General

§ 3.3.1.1 For purposes of Section 8.1.2 of A201-2017, the date of commencement of the Work shall mean the date of commencement of the Construction Phase.

§ 3.3.1.2 (See SC-06) The Construction Phase shall commence upon the Owner's execution of the Guaranteed Maximum Price Amendment or, prior to acceptance of the Guaranteed Maximum Price proposal, by written agreement of the parties. The written agreement shall set forth a description of the Work to be performed by the Construction Manager, and any insurance and bond requirements for Work performed prior to execution of the Guaranteed Maximum Price Amendment.

§ 3.3.2 Administration

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

§ 3.3.2.2 Upon the execution of the Guaranteed Maximum Price Amendment, the Construction Manager shall prepare and submit to the Owner and Architect a construction schedule for the Work and a submittal schedule in accordance with Section 3.10 of A201-2017.

§ 3.3.2.3 Monthly Report

The Construction Manager shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by the Owner, the Construction Manager shall submit written progress reports to the Owner and Architect, showing percentages of completion and other information required by the Owner.

§ 3.3.2.4 Daily Logs

The Construction Manager shall keep, and make available to the Owner and Architect, a daily log containing a record for each day of weather, portions of the Work in progress, number of workers on site, identification of equipment on site, problems that might affect progress of the work, accidents, injuries, and other information required by the Owner.

§ 3.3.2.5 Cost Control (See SC-07)

The Construction Manager shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. The Construction Manager shall identify variances between actual and estimated costs and report the variances to the Owner and Architect, and shall provide this information in its monthly reports to the Owner and Architect, in accordance with Section 3.3.2.3 above.

ARTICLE 4 OWNER'S RESPONSIBILITIES

§ 4.1 Information and Services Required of the Owner

§ 4.1.1 The Owner shall provide information with reasonable promptness, regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, constraints, and criteria, including schedule, space requirements and relationships, flexibility and expandability, special equipment, systems, sustainability and site requirements.

§ 4.1.2 Prior to the execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. After execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request such information as set forth in A201-2017 Section 2.2.

§ 4.1.3 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Article 7, (2) the Owner's other costs, and (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Construction Manager and Architect. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 4.1.4 **Structural and Environmental Tests, Surveys and Reports.** During the Preconstruction Phase, the Owner shall furnish the following information or services with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services. The Construction Manager shall be entitled to rely on the accuracy of information and services furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 4.1.4.1 The Owner shall furnish tests, inspections, and reports, required by law and as otherwise agreed to by the parties, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

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

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

§ 4.1.5 During the Construction Phase, the Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services.

§ 4.1.6 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document B234™-2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

§ 4.2 Owner's Designated Representative

The Owner shall identify a representative authorized to act on behalf of the Owner with respect to the Project. The Owner's representative shall render decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or Work of the Construction Manager. Except as otherwise provided in Section 4.2.1 of A201-2017, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

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

§ 4.3 Architect (See SC-08)

The Owner shall retain an Architect to provide services, duties and responsibilities as described in AIA Document B133™-2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition, including any additional services requested by the Construction Manager that are necessary for the Preconstruction and Construction Phase services under this Agreement. The Owner shall provide the Construction Manager with a copy of the scope of services in the executed agreement between the Owner and the Architect, and any further modifications to the Architect's scope of services in the agreement.

ARTICLE 5 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES

§ 5.1 Compensation

§ 5.1.1 For the Construction Manager's Preconstruction Phase services described in Sections 3.1 and 3.2, the Owner shall compensate the Construction Manager as follows:

(Insert amount of, or basis for, compensation and include a list of reimbursable cost items, as applicable.)

6.25 % of Project Costs

§ 5.1.2 The hourly billing rates for Preconstruction Phase services of the Construction Manager and the Construction Manager's Consultants and Subcontractors, if any, are set forth below.

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

See Exhibit B - Equipment, Personnel Rate Sheet Dated 01/01/2024

Individual or Position

Rate

§ 5.1.2.1 Hourly billing rates for Preconstruction Phase services include all costs to be paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, and shall remain unchanged unless the parties execute a Modification.

§ 5.1.3 If the Preconstruction Phase services covered by this Agreement have not been completed within nine (9) months of the date of this Agreement, through no fault of the Construction Manager, the Construction Manager's compensation for Preconstruction Phase services shall be equitably adjusted.

§ 5.2 Payments

§ 5.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed.

§ 5.2.2 (See SC-09) Payments are due and payable upon presentation of the Construction Manager's invoice. Amounts unpaid () days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager.

(Insert rate of monthly or annual interest agreed upon.)

%

ARTICLE 6 COMPENSATION FOR CONSTRUCTION PHASE SERVICES

§ 6.1 Contract Sum

§ 6.1.1 The Owner shall pay the Construction Manager the Contract Sum in current funds for the Construction Manager's performance of the Contract after execution of the Guaranteed Maximum Price Amendment. The Contract Sum is the Cost of the Work as defined in Article 7 plus the Construction Manager's Fee.

§ 6.1.2 The Construction Manager's Fee:

(State a lump sum, percentage of Cost of the Work or other provision for determining the Construction Manager's Fee.)

7.95% of Project costs, which includes the Pre-Construction Fee

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

7.95%

§ 6.1.4 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:

none

§ 6.1.5 Rental rates for Construction Manager-owned equipment shall not exceed percent (%) of the standard rental rate paid at the place of the Project. Rental rates for Construction Manager-owned equipment is detailed on Exhibit B - Equipment, Personnel Rate Sheet Dated 01/01/2024

§ 6.1.6 Liquidated damages, if any:

(Insert terms and conditions for liquidated damages, if any.)

The Owner and Construction Manager agree that the Construction Manager's failure to achieve Substantial Completion of the Work by the time period specified in Section 1.1.4.3 ("Scheduled Substantial Completion Date") will cause damages to the Owner that are difficult or impracticable to fix or ascertain under presently known and anticipated facts and circumstances. Therefore, the Owner and Construction Manager agree that if Construction Manager fails to achieve Substantial Completion of the Work by the Scheduled Substantial Completion Date established at GMP, Construction Manager shall pay the Owner liquidated damages as follows: \$1,000.00 per day for each day beyond the Scheduled Substantial Completion Date that the Project is delayed and limited to \$30,000.

§ 6.1.7 Other:

(Insert provisions for bonus, cost savings or other incentives, if any, that might result in a change to the Contract Sum.)

N/A

§ 6.2 Guaranteed Maximum Price (See SC-10)

The Construction Manager guarantees that the Contract Sum shall not exceed the Guaranteed Maximum Price set forth in the Guaranteed Maximum Price Amendment, subject to additions and deductions by Change Order as provided in the Contract Documents. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Construction Manager without reimbursement by the Owner.

§ 6.3 Changes in the Work

§ 6.3.1 The Owner may, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions. The Owner shall issue such changes in writing. The Construction Manager may be entitled to an equitable adjustment in the Contract Time as a result of changes in the Work.

§ 6.3.1.1 The Architect may order minor changes in the Work as provided in Article 7 of AIA Document A201-2017, General Conditions of the Contract for Construction.

§ 6.3.2 Adjustments to the Guaranteed Maximum Price on account of changes in the Work subsequent to the execution of the Guaranteed Maximum Price Amendment may be determined by any of the methods listed in Article 7 of AIA Document A201-2017, General Conditions of the Contract for Construction.

§ 6.3.3 Adjustments to subcontracts awarded on the basis of a stipulated sum shall be determined in accordance with Article 7 of A201-2017, as they refer to "cost" and "fee," and not by Articles 6 and 7 of this Agreement. Adjustments to subcontracts awarded with the Owner's prior written consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts.

§ 6.3.4 In calculating adjustments to the Guaranteed Maximum Price, the terms "cost" and "costs" as used in Article 7 of AIA Document A201-2017 shall mean the Cost of the Work as defined in Article 7 of this Agreement and the term "fee" shall mean the Construction Manager's Fee as defined in Section 6.1.2 of this Agreement.

§ 6.3.5 If no specific provision is made in Section 6.1.3 for adjustment of the Construction Manager's Fee in the case of changes in the Work, or if the extent of such changes is such, in the aggregate, that application of the adjustment provisions of Section 6.1.3 will cause substantial inequity to the Owner or Construction Manager, the Construction Manager's Fee shall be equitably adjusted on the same basis that was used to establish the Fee for the original Work, and the Guaranteed Maximum Price shall be adjusted accordingly.

§ 6.4 (See SC-11)

ARTICLE 7 COST OF THE WORK FOR CONSTRUCTION PHASE

§ 7.1 Costs to Be Reimbursed

§ 7.1.1 The term Cost of the Work shall mean costs necessarily incurred by the Construction Manager in the proper performance of the Work. The Cost of the Work shall include only the items set forth in Sections 7.1 through 7.7.

§ 7.1.2 Where, pursuant to the Contract Documents, any cost is subject to the Owner's prior approval, the Construction Manager shall obtain such approval in writing prior to incurring the cost.

§ 7.1.3 Costs shall be at rates not higher than the standard rates paid at the place of the Project, except with prior approval of the Owner.

§ 7.2 Labor Costs

§ 7.2.1 Wages or salaries of construction workers directly employed by the Construction Manager to perform the construction of the Work at the site or, with the Owner's prior approval, at off-site workshops.

§ 7.2.2 Wages or salaries of the Construction Manager's supervisory and administrative personnel when stationed at the site and performing Work, with the Owner's prior approval.

§ 7.2.2.1 Wages or salaries of the Construction Manager's supervisory and administrative personnel when performing Work and stationed at a location other than the site, but only for that portion of time required for the Work, and limited to the personnel and activities listed below:

(Identify the personnel, type of activity and, if applicable, any agreed upon percentage of time to be devoted to the Work.)

Reimbursement rates per hours of service:

Per Exhibit B - Equipment, Personnel Rate Sheet Dated 01/01/2024

Rates shall be subject to May 1 annual revisions.

Reimbursement rates per hours of service wherever employed in connection with the Work as follows:

Per Exhibit B - Equipment, Personnel Rate Sheet Dated 01/01/2024

Rates shall be subject to May 1 annual revisions.

§ 7.2.3 Wages and salaries of the Construction Manager's supervisory or administrative personnel engaged at factories, workshops or while traveling, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

§ 7.2.4 Costs paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Sections 7.2.1 through 7.2.3.

§ 7.2.5 If agreed rates for labor costs, in lieu of actual costs, are provided in this Agreement, the rates shall remain unchanged throughout the duration of this Agreement, unless the parties execute a Modification.

§ 7.3 Subcontract Costs (See SC-12)

Payments made by the Construction Manager to Subcontractors in accordance with the requirements of the subcontracts and this Agreement.

§ 7.4 Costs of Materials and Equipment Incorporated in the Completed Construction

§ 7.4.1 Costs, including transportation and storage at the site, of materials and equipment incorporated, or to be incorporated, in the completed construction.

§ 7.4.2 Costs of materials described in the preceding Section 7.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Construction Manager. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

§ 7.5 Costs of Other Materials and Equipment, Temporary Facilities and Related Items

§ 7.5.1 Costs of transportation, storage, installation, dismantling, maintenance, and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment, and tools, that are not fully consumed, shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Construction Manager shall mean fair market value.

§ 7.5.2 Rental charges for temporary facilities, machinery, equipment, and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site, and the costs of transportation, installation, dismantling, minor repairs, and removal of such temporary facilities, machinery, equipment, and hand tools. Rates and quantities of equipment owned by the Construction Manager, or a related party as defined in Section 7.8, shall be subject to the Owner's prior approval. The total rental cost of any such equipment may not exceed the purchase price of any comparable item.

§ 7.5.3 (See SC-13) Costs of removal of debris from the site of the Work and its proper and legal disposal.

§ 7.5.4 (See SC-14) Costs of the Construction Manager's site office, including general office equipment and supplies.

§ 7.5.5 (See SC-15) Costs of materials and equipment suitably stored off the site at a mutually acceptable location, subject to the Owner's prior approval.

§ 7.6 Miscellaneous Costs

§ 7.6.1 Premiums for that portion of insurance and bonds required by the Contract Documents that can be directly attributed to this Contract.

§ 7.6.1.1 Costs for self-insurance, for either full or partial amounts of the coverages required by the Contract Documents, with the Owner's prior approval.

§ 7.6.1.2 Costs for insurance through a captive insurer owned or controlled by the Construction Manager, with the Owner's prior approval.

§ 7.6.2 Sales, use, or similar taxes, imposed by a governmental authority, that are related to the Work and for which the Construction Manager is liable.

§ 7.6.3 Fees and assessments for the building permit, and for other permits, licenses, and inspections, for which the Construction Manager is required by the Contract Documents to pay.

§ 7.6.4 Fees of laboratories for tests required by the Contract Documents; except those related to defective or nonconforming Work for which reimbursement is excluded under Article 13 of AIA Document A201-2017 or by other provisions of the Contract Documents, and which do not fall within the scope of Section 7.7.3.

§ 7.6.5 (See SC-16) Royalties and license fees paid for the use of a particular design, process, or product, required by the Contract Documents.

§ 7.6.5.1 The cost of defending suits or claims for infringement of patent rights arising from requirements of the Contract Documents, payments made in accordance with legal judgments against the Construction Manager resulting from such suits or claims, and payments of settlements made with the Owner's consent, unless the Construction Manager had reason to believe that the required design, process, or product was an infringement of a copyright or a patent, and the Construction Manager failed to promptly furnish such information to the Architect as required by Article 3 of AIA Document A201-2017. The costs of legal defenses, judgments, and settlements shall not be included in the Cost of the Work used to calculate the Construction Manager's Fee or subject to the Guaranteed Maximum Price.

§ 7.6.6 Costs for communications services, electronic equipment, and software, directly related to the Work and located at the site, with the Owner's prior approval.

§ 7.6.7 Costs of document reproductions and delivery charges.

§ 7.6.8 Deposits lost for causes other than the Construction Manager's negligence or failure to fulfill a specific responsibility in the Contract Documents.

§ 7.6.9 (See SC-17) Legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between the Owner and Construction Manager, reasonably incurred by the Construction Manager after the execution of this Agreement in the performance of the Work and with the Owner's prior approval, which shall not be unreasonably withheld.

§ 7.6.10 Expenses incurred in accordance with the Construction Manager's standard written personnel policy for relocation and temporary living allowances of the Construction Manager's personnel required for the Work, with the Owner's prior approval.

§ 7.6.11 That portion of the reasonable expenses of the Construction Manager's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work.

§ 7.6.12 (See SC-19)

§ 7.7 Other Costs and Emergencies

§ 7.7.1 Other costs incurred in the performance of the Work, with the Owner's prior approval.

§ 7.7.2 Costs incurred in taking action to prevent threatened damage, injury, or loss, in case of an emergency affecting the safety of persons and property, as provided in Article 10 of AIA Document A201-2017.

§ 7.7.3 Costs of repairing or correcting damaged or nonconforming Work executed by the Construction Manager, Subcontractors, or suppliers, provided that such damaged or nonconforming Work was not caused by the negligence of, or failure to fulfill a specific responsibility by, the Construction Manager, and only to the extent that the cost of repair or correction is not recovered by the Construction Manager from insurance, sureties, Subcontractors, suppliers, or others.

§ 7.7.4 The costs described in Sections 7.1 through 7.7 shall be included in the Cost of the Work, notwithstanding any provision of AIA Document A201-2017 or other Conditions of the Contract which may require the Construction Manager to pay such costs, unless such costs are excluded by the provisions of Section 7.9.

§ 7.8 Related Party Transactions

§ 7.8.1 For purposes of this Section 7.8, the term "related party" shall mean (1) a parent, subsidiary, affiliate, or other entity having common ownership of, or sharing common management with, the Construction Manager; (2) any entity in which any stockholder in, or management employee of, the Construction Manager holds an equity interest in excess of ten percent in the aggregate; (3) any entity which has the right to control the business or affairs of the Construction Manager; or (4) any person, or any member of the immediate family of any person, who has the right to control the business or affairs of the Construction Manager.

§ 7.8.2 If any of the costs to be reimbursed arise from a transaction between the Construction Manager and a related party, the Construction Manager shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction in writing, then the cost incurred shall be included as a cost to be reimbursed, and the Construction Manager shall procure the Work, equipment, goods, or service, from the related party, as a Subcontractor, according to the terms of Article 9. If the Owner fails to authorize the transaction in writing, the Construction Manager shall procure the Work, equipment, goods, or service from some person or entity other than a related party according to the terms of Article 9.

§ 7.9 Costs Not To Be Reimbursed

§ 7.9.1 (See SC-20) The Cost of the Work shall not include the items listed below:

- .1 Salaries and other compensation of the Construction Manager's personnel stationed at the Construction Manager's principal office or offices other than the site office, except as specifically provided in Section 7.2, or as may be provided in Article 14;
- .2 Bonuses, profit sharing, incentive compensation, and any other discretionary payments, paid to anyone hired by the Construction Manager or paid to any Subcontractor or vendor, unless the Owner has provided prior approval;
- .3 Expenses of the Construction Manager's principal office and offices other than the site office;
- .4 Overhead and general expenses, except as may be expressly included in Sections 7.1 to 7.7;
- .5 The Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Work;
- .6 Except as provided in Section 7.7.3 of this Agreement, costs due to the negligence of, or failure to fulfill a specific responsibility of the Contract by, the Construction Manager, Subcontractors, and suppliers, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable;
- .7 Any cost not specifically and expressly described in Sections 7.1 to 7.7;
- .8 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded; and
- .9 Costs for services incurred during the Preconstruction Phase.

ARTICLE 8 DISCOUNTS, REBATES, AND REFUNDS

§ 8.1 Cash discounts obtained on payments made by the Construction Manager shall accrue to the Owner if (1) before making the payment, the Construction Manager included the amount to be paid, less such discount, in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Construction Manager with which to make payments; otherwise, cash discounts shall accrue to the Construction Manager. Trade discounts, rebates, refunds, and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Construction Manager shall make provisions so that they can be obtained.

§ 8.2 Amounts that accrue to the Owner in accordance with the provisions of Section 8.1 shall be credited to the Owner as a deduction from the Cost of the Work.

ARTICLE 9 SUBCONTRACTS AND OTHER AGREEMENTS

§ 9.1 Those portions of the Work that the Construction Manager does not customarily perform with the Construction Manager's own personnel shall be performed under subcontracts or other appropriate agreements with the Construction Manager. The Owner may designate specific persons from whom, or entities from which, the Construction Manager shall obtain bids. The Construction Manager shall obtain bids from Subcontractors, and from suppliers of materials or equipment fabricated especially for the Work, who are qualified to perform that portion of the Work in accordance with the requirements of the Contract Documents. The Construction Manager shall deliver such bids to the Architect and Owner with an indication as to which bids the Construction Manager intends to accept. The Owner then has the right to review the Construction Manager's list of proposed subcontractors and suppliers in consultation with the Architect and,

subject to Section 9.1.1, to object to any subcontractor or supplier. Any advice of the Architect, or approval or objection by the Owner, shall not relieve the Construction Manager of its responsibility to perform the Work in accordance with the Contract Documents. The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has reasonable objection.

§ 9.1.1 When a specific subcontractor or supplier (1) is recommended to the Owner by the Construction Manager; (2) is qualified to perform that portion of the Work; and (3) has submitted a bid that conforms to the requirements of the Contract Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Construction Manager may require that a Change Order be issued to adjust the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Construction Manager and the amount of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

§ 9.2 Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement, and shall not be awarded on the basis of cost plus a fee without the Owner's prior written approval. If a subcontract is awarded on the basis of cost plus a fee, the Construction Manager shall provide in the subcontract for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Construction Manager in Article 10.

ARTICLE 10 ACCOUNTING RECORDS

The Construction Manager shall keep full and detailed records and accounts related to the Cost of the Work, and exercise such controls, as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Construction Manager's records and accounts, including complete documentation supporting accounting entries, books, job cost reports, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, Subcontractor's invoices, purchase orders, vouchers, memoranda, and other data relating to this Contract. The Construction Manager shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law.

ARTICLE 11 PAYMENTS FOR CONSTRUCTION PHASE SERVICES

§ 11.1 Progress Payments

§ 11.1.1 Based upon Applications for Payment submitted to the Architect by the Construction Manager, and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum, to the Construction Manager, as provided below and elsewhere in the Contract Documents.

§ 11.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 11.1.3 (See SC-21) Provided that an Application for Payment is received by the Architect not later than the day of a month, the Owner shall make payment of the amount certified to the Construction Manager not later than the day of the month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than () days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 11.1.4 With each Application for Payment, the Construction Manager shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner or Architect to demonstrate that payments already made by the Construction Manager on account of the Cost of the Work equal or exceed progress payments already received by the Construction Manager, plus payrolls for the period covered by the present Application for Payment, less that portion of the progress payments attributable to the Construction Manager's Fee.

§ 11.1.5 Each Application for Payment shall be based on the most recent schedule of values submitted by the Construction Manager in accordance with the Contract Documents. The schedule of values shall allocate the entire Guaranteed Maximum Price among: (1) the various portions of the Work; (2) any contingency for costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order; and (3) the Construction Manager's Fee.

§ 11.1.5.1 The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. The schedule of values shall be used as a basis for reviewing the Construction Manager's Applications for Payment.

§ 11.1.5.2 The allocation of the Guaranteed Maximum Price under this Section 11.1.5 shall not constitute a separate guaranteed maximum price for the Cost of the Work of each individual line item in the schedule of values.

§ 11.1.5.3 When the Construction Manager allocates costs from a contingency to another line item in the schedule of values, the Construction Manager shall submit supporting documentation to the Architect.

§ 11.1.6 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed, or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Construction Manager on account of that portion of the Work and for which the Construction Manager has made payment or intends to make payment prior to the next Application for Payment, by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

§ 11.1.7 In accordance with AIA Document A201-2017 and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 11.1.7.1 The amount of each progress payment shall first include:

- .1 That portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the most recent schedule of values;
- .2 That portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction or, if approved in writing in advance by the Owner, suitably stored off the site at a location agreed upon in writing;
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified; and
- .4 The Construction Manager's Fee, computed upon the Cost of the Work described in the preceding Sections 11.1.7.1.1 and 11.1.7.1.2 at the rate stated in Section 6.1.2 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work included in Sections 11.1.7.1.1 and 11.1.7.1.2 bears to a reasonable estimate of the probable Cost of the Work upon its completion.

§ 11.1.7.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201-2017;
- .3 Any amount for which the Construction Manager does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Construction Manager intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201-2017;
- .5 The shortfall, if any, indicated by the Construction Manager in the documentation required by Section 11.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and
- .6 Retainage withheld pursuant to Section 11.1.8.

§ 11.1.8 Retainage

§ 11.1.8.1 (See SC-22) For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

five percent (5%)

§ 11.1.8.1.1 The following items are not subject to retainage:
(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

Pre-Construction Fee, General Conditions, Construction Manager Fee, Material Only Contracts

§ 11.1.8.2 Reduction or limitation of retainage, if any, shall be as follows:
(If the retainage established in Section 11.1.8.1 is to be modified prior to Substantial Completion of the entire Work, insert provisions for such modification.)

Retainage shall be reduced to 2.5 percent (2.5%) upon substantial completion.

§ 11.1.8.3 Except as set forth in this Section 11.1.8.3, upon Substantial Completion of the Work, the Construction Manager may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 11.1.8. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:
(Insert any other conditions for release of retainage, such as upon completion of the Owner's audit and reconciliation, upon Substantial Completion.)

N/A

§ 11.1.9 If final completion of the Work is materially delayed through no fault of the Construction Manager, the Owner shall pay the Construction Manager any additional amounts in accordance with Article 9 of AIA Document A201-2017.

§ 11.1.10 Except with the Owner's prior written approval, the Construction Manager shall not make advance payments to suppliers for materials or equipment which have not been delivered and suitably stored at the site.

§ 11.1.11 (See SC-23) The Owner and the Construction Manager shall agree upon a mutually acceptable procedure for review and approval of payments to Subcontractors, and the percentage of retainage held on Subcontracts, and the Construction Manager shall execute subcontracts in accordance with those agreements.

§ 11.1.12 In taking action on the Construction Manager's Applications for Payment the Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Construction Manager, and such action shall not be deemed to be a representation that (1) the Architect has made a detailed examination, audit, or arithmetic verification, of the documentation submitted in accordance with Section 11.1.4 or other supporting data; (2) that the Architect has made exhaustive or continuous on-site inspections; or (3) that the Architect has made examinations to ascertain how or for what purposes the Construction Manager has used amounts previously paid on account of the Contract. Such examinations, audits, and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§ 11.2 Final Payment

§ 11.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Construction Manager when

- .1 the Construction Manager has fully performed the Contract, except for the Construction Manager's responsibility to correct Work as provided in Article 12 of AIA Document A201-2017, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 the Construction Manager has submitted a final accounting for the Cost of the Work and a final Application for Payment; and
- .3 a final Certificate for Payment has been issued by the Architect in accordance with Section 11.2.2.2.

§ 11.2.2 Within 30 days of the Owner's receipt of the Construction Manager's final accounting for the Cost of the Work, the Owner shall conduct an audit of the Cost of the Work or notify the Architect that it will not conduct an audit.

§ 11.2.2.1 If the Owner conducts an audit of the Cost of the Work, the Owner shall, within 10 days after completion of the audit, submit a written report based upon the auditors' findings to the Architect.

§ 11.2.2.2 Within seven days after receipt of the written report described in Section 11.2.2.1, or receipt of notice that the Owner will not conduct an audit, and provided that the other conditions of Section 11.2.1 have been met, the Architect will either issue to the Owner a final Certificate for Payment with a copy to the Construction Manager, or notify the Construction Manager and Owner in writing of the Architect's reasons for withholding a certificate as provided in Article 9 of AIA Document A201-2017. The time periods stated in this Section 11.2.2 supersede those stated in Article 9 of AIA Document A201-2017. The Architect is not responsible for verifying the accuracy of the Construction Manager's final accounting.

§ 11.2.2.3 If the Owner's auditors' report concludes that the Cost of the Work, as substantiated by the Construction Manager's final accounting, is less than claimed by the Construction Manager, the Construction Manager shall be entitled to request mediation of the disputed amount without seeking an initial decision pursuant to Article 15 of AIA Document A201-2017. A request for mediation shall be made by the Construction Manager within 30 days after the Construction Manager's receipt of a copy of the Architect's final Certificate for Payment. Failure to request mediation within this 30-day period shall result in the substantiated amount reported by the Owner's auditors becoming binding on the Construction Manager. Pending a final resolution of the disputed amount, the Owner shall pay the Construction Manager the amount certified in the Architect's final Certificate for Payment.

§ 11.2.3 The Owner's final payment to the Construction Manager shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

See SC-24 and SC-25

§ 11.2.4 If, subsequent to final payment, and at the Owner's request, the Construction Manager incurs costs, described in Sections 7.1 through 7.7, and not excluded by Section 7.9, to correct defective or nonconforming Work, the Owner shall reimburse the Construction Manager for such costs, and the Construction Manager's Fee applicable thereto, on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price. If adjustments to the Contract Sum are provided for in Section 6.1.7, the amount of those adjustments shall be recalculated, taking into account any reimbursements made pursuant to this Section 11.2.4 in determining the net amount to be paid by the Owner to the Construction Manager.

§ 11.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

one and one-half % 1.5%

ARTICLE 12 DISPUTE RESOLUTION

§ 12.1 Initial Decision Maker

§ 12.1.1 Any Claim between the Owner and Construction Manager shall be resolved in accordance with the provisions set forth in this Article 12 and Article 15 of A201-2017. However, for Claims arising from or relating to the Construction Manager's Preconstruction Phase services, no decision by the Initial Decision Maker shall be required as a condition precedent to mediation or binding dispute resolution, and Section 12.1.2 of this Agreement shall not apply.

§ 12.1.2 The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201-2017 for Claims arising from or relating to the Construction Manager's Construction Phase services, unless the parties appoint below another individual, not a party to the Agreement, to serve as the Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 12.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

- Arbitration pursuant to Article 15 of AIA Document A201–2017
- Litigation in a court of competent jurisdiction
- Other: *(Specify)*

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

ARTICLE 13 TERMINATION OR SUSPENSION

§ 13.1 Termination Prior to Execution of the Guaranteed Maximum Price Amendment

§ 13.1.1 If the Owner and the Construction Manager do not reach an agreement on the Guaranteed Maximum Price, the Owner may terminate this Agreement upon not less than seven days’ written notice to the Construction Manager, and the Construction Manager may terminate this Agreement, upon not less than seven days’ written notice to the Owner.

§ 13.1.2 In the event of termination of this Agreement pursuant to Section 13.1.1, the Construction Manager shall be compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination, in accordance with the terms of this Agreement. In no event shall the Construction Manager’s compensation under this Section exceed the compensation set forth in Section 5.1.

§ 13.1.3 Prior to the execution of the Guaranteed Maximum Price Amendment, the Owner may terminate this Agreement upon not less than seven days’ written notice to the Construction Manager for the Owner’s convenience and without cause, and the Construction Manager may terminate this Agreement, upon not less than seven days’ written notice to the Owner, for the reasons set forth in Article 14 of A201–2017.

§ 13.1.4 In the event of termination of this Agreement pursuant to Section 13.1.3, the Construction Manager shall be equitably compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination. In no event shall the Construction Manager’s compensation under this Section exceed the compensation set forth in Section 5.1.

§ 13.1.5 If the Owner terminates the Contract pursuant to Section 13.1.3 after the commencement of the Construction Phase but prior to the execution of the Guaranteed Maximum Price Amendment, the Owner shall pay to the Construction Manager an amount calculated as follows, which amount shall be in addition to any compensation paid to the Construction Manager under Section 13.1.4:

- .1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;
- .2 Add the Construction Manager’s Fee computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager’s Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion; and
- .3 Subtract the aggregate of previous payments made by the Owner for Construction Phase services.

§ 13.1.6 The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.1.5.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager

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under such subcontracts or purchase orders. All Subcontracts, purchase orders and rental agreements entered into by the Construction Manager will contain provisions allowing for assignment to the Owner as described above.

§ 13.1.6.1 If the Owner accepts assignment of subcontracts, purchase orders or rental agreements as described above, the Owner will reimburse or indemnify the Construction Manager for all costs arising under the subcontract, purchase order or rental agreement, if those costs would have been reimbursable as Cost of the Work if the contract had not been terminated. If the Owner chooses not to accept assignment of any subcontract, purchase order or rental agreement that would have constituted a Cost of the Work had this agreement not been terminated, the Construction Manager will terminate the subcontract, purchase order or rental agreement and the Owner will pay the Construction Manager the costs necessarily incurred by the Construction Manager because of such termination.

§ 13.2 Termination or Suspension Following Execution of the Guaranteed Maximum Price Amendment

§ 13.2.1 Termination

The Contract may be terminated by the Owner or the Construction Manager as provided in Article 14 of AIA Document A201-2017.

§ 13.2.2 Termination by the Owner for Cause

§ 13.2.2.1 If the Owner terminates the Contract for cause as provided in Article 14 of AIA Document A201-2017, the amount, if any, to be paid to the Construction Manager under Article 14 of AIA Document A201-2017 shall not cause the Guaranteed Maximum Price to be exceeded, nor shall it exceed an amount calculated as follows:

- .1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;
- .2 Add the Construction Manager's Fee, computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract the costs and damages incurred, or to be incurred, by the Owner under Article 14 of AIA Document A201-2017.

§ 13.2.2.2 The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.2.2.1.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders.

§ 13.2.3 Termination by the Owner for Convenience

If the Owner terminates the Contract for convenience in accordance with Article 14 of AIA Document A201-2017, then the Owner shall pay the Construction Manager a termination fee as follows:

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

1% of owners budget as listed in Section 1.1.3 of this agreement

§ 13.3 Suspension

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-2017; in such case, the Guaranteed Maximum Price and Contract Time shall be increased as provided in Article 14 of AIA Document A201-2017, except that the term "profit" shall be understood to mean the Construction Manager's Fee as described in Sections 6.1 and 6.3.5 of this Agreement.

ARTICLE 14 MISCELLANEOUS PROVISIONS

§ 14.1 Terms in this Agreement shall have the same meaning as those in A201-2017. Where reference is made in this Agreement to a provision of AIA Document A201-2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 14.2 Successors and Assigns

§ 14.2.1 The Owner and Construction Manager, respectively, bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 14.2.2 of this Agreement, and in Section 13.2.2 of A201–2017, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

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

§ 14.3 Insurance and Bonds (See SC-26 and SC-27)

§ 14.3.1 Preconstruction Phase

The Construction Manager shall maintain the following insurance for the duration of the Preconstruction Services performed under this Agreement. If any of the requirements set forth below exceed the types and limits the Construction Manager normally maintains, the Owner shall reimburse the Construction Manager for any additional cost.

§ 14.3.1.1 Commercial General Liability with policy limits of not less than (\$) for each occurrence and (\$) in the aggregate for bodily injury and property damage.

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

§ 14.3.1.3 The Construction Manager may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided that such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 14.3.1.1 and 14.3.1.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 14.3.1.4 Workers’ Compensation at statutory limits and Employers Liability with policy limits not less than (\$) each accident, (\$) each employee, and (\$) policy limit.

§ 14.3.1.5 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than (\$) per claim and (\$) in the aggregate.

§ 14.3.1.6 Other Insurance

(List below any other insurance coverage to be provided by the Construction Manager and any applicable limits.)

Coverage	Limits
N/A	

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

§ 14.3.1.8 The Construction Manager shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 14.3.1.

§ 14.3.2 Construction Phase

After execution of the Guaranteed Maximum Price Amendment, the Owner and the Construction Manager shall purchase and maintain insurance as set forth in AIA Document A133™–2019, Standard Form of Agreement Between Owner and

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Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, Exhibit B, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 14.3.2.1 The Construction Manager shall provide bonds as set forth in AIA Document A133™-2019 Exhibit B, and elsewhere in the Contract Documents.

§ 14.4 Notice in electronic format, pursuant to Article 1 of AIA Document A201-2017, may be given in accordance with a building information modeling exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with a building information modeling exhibit, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

N/A

§ 14.5 Other provisions:

§ 14.5.1 **Indemnification** To the fullest extent permitted by law, the Construction Manager shall indemnify and hold the Owner and the Owner's officials, employees, and agents harmless from and against damages, losses and judgments, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts, errors, omissions, or intentional misconduct of the Construction Manager, its employees, consultants, contractors, or subcontractors in providing the services under this Agreement and arise from claims for personal injury or property damage. For claims that are covered by the Construction Manager's commercial general liability or automobile liability insurance, the Construction Manager shall also be required to defend the Owner and the Owner's officials, employees, and agents from claims by third parties.

§ 14.5.2 **Non-Discrimination** Construction Manager shall ensure that no person shall on the grounds of race, color, religions, sex, sexual orientation, gender identity, handicap, familial status, or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any scope of work carried out by Construction Manager or any Subcontractors of any tier. Construction Manager agrees to be bound by the provisions of Minnesota Statutes § 181.59, that prohibits certain discriminatory practices and the terms of said section are incorporated into this Agreement.

§ 14.5.3 **Minnesota Government Data Practices Act** Construction Manager, its Contractors, Subcontractors, and the Owner must comply with the Minnesota Government Data Practices Act ("MGDPA"), Minnesota Statutes, Chapter 13, as it applies to all data provided by the Owner in accordance with this Agreement, and as it applies to all data, created, collected, received, stored, used, maintained, or disseminated by the Construction Manager in accordance with this Agreement. The civil remedies of Minnesota Statutes § 13.08 apply to the release of the data referred to in this clause by Construction Manager, its, Contractors, Subcontractors, or the Owner. In the event Construction Manager or its Contractors or Subcontractors receive a request to release the data referred to in this clause, Construction Manager must immediately notify the Owner. The Owner will give Construction Manager instructions concerning the release of the data to the requesting party before the data is released.

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

§ 14.5.5 **Entire Agreement; Modifications** This Agreement supersedes any prior or contemporaneous representations or agreements, whether written or oral, between the Parties and contains the entire agreement. Any modification or amendment of to this Agreement shall require a written agreement signed by both Parties.

§ 14.5.6 Governing Law and Venue This Agreement shall be governed by and interpreted in accordance with the laws of the State of Minnesota. All proceedings related to this Agreement shall be venued in the State District Court located in Sherburne County, Minnesota.

§ 14.5.7 Signatures Construction Manager and Owner agree that an electronic signature or an electronic record of a signature shall be as enforceable as an original signature page and will not be denied legal effect. This electronic signature provision will survive termination of this Agreement and applies to all this Agreement and all documents generated in connection with this Agreement.

§ 14.5.8 Contingency This Agreement is contingent on the approval of the City Council of the City of Big Lake, and its approval of the issuance of lease revenue bonds to finance the Project.

§ 14.5.9 Permits, Fees, Notices and Compliance with Laws

§ 14.5.9.1 Unless otherwise provided in the Contract Documents, the Construction Manager shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Construction Contract(s) and legally required at the time bids are received or negotiations concluded.

§ 14.5.9.2 The Construction Manager shall, and shall cause its contractor(s) to, 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.

§ 14.5.9.3 If the Construction Manager or any of its contractors perform Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Construction Manager shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 14.5.10 Concealed or Unknown Conditions

If, in the course of the Work, conditions are encountered 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 Construction Manager shall promptly provide notice to the Owner before conditions are disturbed and in no event later than 14 days after first observance of the conditions. The Owner will promptly investigate, or cause to be investigated, such conditions and, if the Owner or its agent determines that they differ materially and cause an increase or decrease in the Construction Manager'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 Owner or the Owner's agent 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 Owner shall promptly notify the Construction Manager, stating the reasons. If either party disputes the Owner's determination or recommendation, that party may submit a Claim as provided in this Agreement.

§ 14.5.11 If, in the course of the Work, the Construction Manager or the Construction Manager's contractor(s) encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Construction Manager shall immediately suspend any operations that would affect them and shall notify the Owner. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Construction Manager 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 this Agreement.

ARTICLE 15 SCOPE OF THE AGREEMENT

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

§ 15.2 The following documents comprise the Agreement:

- .1 AIA Document A133™-2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price
- .2 AIA Document A133™-2019, Exhibit A, Guaranteed Maximum Price Amendment, if executed
- .3
- .4 AIA Document A201™-2017, General Conditions of the Contract for Construction
- .5 Building Information Modeling Exhibit, if completed:

.6 Other Exhibits:

(Check all boxes that apply.)

AIA Document E234™-2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, dated as indicated below:

(Insert the date of the E234-2019 incorporated into this Agreement.)

X Exhibit B - Equipment, Personnel Rate Sheet Dated 01/01/2024

Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
A133-2019 Supplementary Conditions	A133-2019 Supplementary Conditions	February 18, 2026	5

.7 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201-2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Construction Manager's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

Construction Manager's Statement of Qualifications and RFP Response

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

OWNER *(Signature)*

Hanna Klimmek City Administrator
(Printed name and title)

CONSTRUCTION MANAGER *(Signature)*

Andrew Auger, VP/CFO
(Printed name and title)

Init.
*/

DRAFT AIA® Document A133® - 2019

Exhibit A

Guaranteed Maximum Price Amendment

This Amendment dated the [] day of [] in the year [], is incorporated into the accompanying AIA Document A133™-2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price dated the [] day of [] in the year [] (the "Agreement")
(In words, indicate day, month, and year.)

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

[REDACTED]

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

[REDACTED]

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

[REDACTED]

TABLE OF ARTICLES

- A.1 GUARANTEED MAXIMUM PRICE
- A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- A.3 INFORMATION UPON WHICH AMENDMENT IS BASED
- A.4 CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS

ARTICLE A.1 GUARANTEED MAXIMUM PRICE

§ A.1.1 Guaranteed Maximum Price

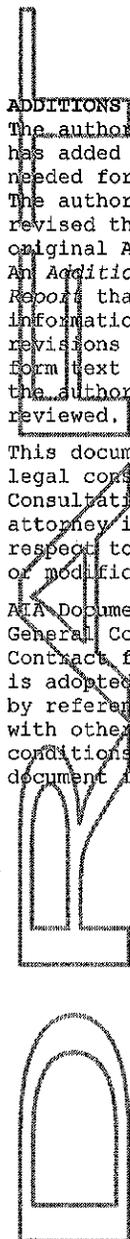
Pursuant to Section 3.2.6 of the Agreement, the Owner and Construction Manager hereby amend the Agreement to establish a Guaranteed Maximum Price. As agreed by the Owner and Construction Manager, the Guaranteed Maximum Price is an amount that the Contract Sum shall not exceed. The Contract Sum consists of the Construction Manager's Fee plus the Cost of the Work, as that term is defined in Article 6 of the Agreement.

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed [] (\$ []), subject to additions and deductions by Change Order as provided in the Contract Documents.

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.

AIA Document A201™-2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.



ELECTRONIC COPYING of any portion of this AIA® Document to another electronic file is prohibited and constitutes a violation of copyright laws as set forth in the footer of this document.

§ A.1.1.2 Itemized Statement of the Guaranteed Maximum Price. Provided below is an itemized statement of the Guaranteed Maximum Price organized by trade categories, including allowances; the Construction Manager's contingency; alternates; the Construction Manager's Fee; and other items that comprise the Guaranteed Maximum Price as defined in Section 3.2.1 of the Agreement.

(Provide itemized statement below or reference an attachment.)

§ A.1.1.3 The Construction Manager's Fee is set forth in Section 6.1.2 of the Agreement.

§ A.1.1.4 The method of adjustment of the Construction Manager's Fee for changes in the Work is set forth in Section 6.1.3 of the Agreement.

§ A.1.1.5 Alternates

§ A.1.1.5.1 Alternates, if any, included in the Guaranteed Maximum Price:

Item	Price
------	-------

§ A.1.1.5.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Exhibit A. Upon acceptance, the Owner shall issue a Modification to the Agreement.
(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
------	-------	---------------------------

§ A.1.1.6 Unit prices, if any:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
------	-----------------------	-------------------------

ARTICLE A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ A.2.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

The date of execution of this Amendment.

Established as follows:

(Insert a date or a means to determine the date of commencement of the Work.)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of execution of this Amendment.

§ A.2.2 Unless otherwise provided, the Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work. The Contract Time shall be measured from the date of commencement of the Work.

§ A.2.3 Substantial Completion

§ A.2.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Construction Manager shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

Not later than () calendar days from the date of commencement of the Work.

[] By the following date: []

§ A.2.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Construction Manager shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
[]	[]

§ A.2.3.3 If the Construction Manager fails to achieve Substantial Completion as provided in this Section A.2.3, liquidated damages, if any, shall be assessed as set forth in Section 6.1.6 of the Agreement.

ARTICLE A.3 INFORMATION UPON WHICH AMENDMENT IS BASED

§ A.3.1 The Guaranteed Maximum Price and Contract Time set forth in this Amendment are based on the Contract Documents and the following:

§ A.3.1.1 The following Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
[]	[]	[]	[]

§ A.3.1.2 The following Specifications:
(Either list the Specifications here, or refer to an exhibit attached to this Amendment.)

[]

Section	Title	Date	Pages
[]	[]	[]	[]

§ A.3.1.3 The following Drawings:
(Either list the Drawings here, or refer to an exhibit attached to this Amendment.)

[]

Number	Title	Date
[]	[]	[]

§ A.3.1.4 The Sustainability Plan, if any:
(If the Owner identified a Sustainable Objective in the Owner's Criteria, identify the document or documents that comprise the Sustainability Plan by title, date and number of pages, and include other identifying information. The Sustainability Plan identifies and describes the Sustainable Objective; the targeted Sustainable Measures; implementation strategies selected to achieve the Sustainable Measures; the Owner's and Construction Manager's roles and responsibilities associated with achieving the Sustainable Measures; the specific details about design reviews, testing or metrics to verify achievement of each Sustainable Measure; and the Sustainability Documentation required for the Project, as those terms are defined in Exhibit C to the Agreement.)

Title	Date	Pages
[]	[]	[]

Other identifying information:

§ A.3.1.5 Allowances, if any, included in the Guaranteed Maximum Price:
(Identify each allowance.)

Item	Price
[]	[]

§ A.3.1.6 Assumptions and clarifications, if any, upon which the Guaranteed Maximum Price is based:
(Identify each assumption and clarification.)

§ A.3.1.7 The Guaranteed Maximum Price is based upon the following other documents and information:
(List any other documents or information here, or refer to an exhibit attached to this Amendment.)

ARTICLE A.4 CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS

§ A.4.1 The Construction Manager shall retain the consultants, contractors, design professionals, and suppliers, identified below:
(List name, discipline, address, and other information.)

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

OWNER (Signature)

(Printed name and title)

CONSTRUCTION MANAGER (Signature)

(Printed name and title)

Equipment, Personnel & Other Rate Sheet

Exhibit B

BRADBURY STAMM CONSTRUCTION, INC.

EFFECTIVE 1/1/24

	Rates Per Hour Charged on 40hr Work Week
Backhoe Loader	\$40.00
Mini Excavator	\$30.00
Midsize Excavator	\$35.00
Vacuum - Excavator HIGH CFM	\$82.50
Compactor - Plate	\$10.00
Compactor - Rammer	\$10.00
Remote Trench Roller	\$12.00
Concrete Power Buggy	\$20.00
Air Compressor - Large	\$18.00
Air Compressor - Small	\$1.00
Concrete Blankets	\$0.50
Concrete - Curb and Gutter	\$0.25
Rebar Tiers	\$5.50
Concrete Power Screed	\$10.00
Concrete - Trowel Machine	\$4.00
Troweling Machine - Riding 9'	\$50.00
Thawzall	\$50.00
Concrete - Vibrator	\$4.00
Core Drills	\$6.25
Trailer - Utility	\$7.00
Trailer - Dump	\$12.00
Trailer - Tilt	\$12.00
Trailer - Gooseneck	\$12.00
Trailer - Water	\$7.50
Trailer - Fuel	\$5.00
Exhaust Fan / Manhole Blower	\$2.00
Telehandler/Forklift	\$45.00
Forklift Accessory (Manbasket/Hopper/Etc.)	\$3.00
Generator - 5 KVA	\$4.00
Generator - 15-25 KVA	\$8.75
Generator - 45 KVA	\$11.25
Generator - 70 KVA	\$15.00
Vehicle - Gator Type Utility	\$10.00
Ramset	\$5.00
Heater - Small Portable Propane	\$2.00
Heater - Large Propane	\$2.50
Snow Blower	\$4.00
Loader - JD 544	\$55.00
Loader - Bobcat	\$30.00
Bobcat Accessory (Hydraulic Hammer/Sweeper/Etc.)	\$7.00
Loader - JD Tractor	\$20.00
Power Boxes with Cords	\$2.50
Water Pump	\$3.25
"Hotsy" Power Washer	\$20.00
Saw - Chain/Quickie	\$3.75
Saw - Concrete/Asphalt	\$6.25
Saw - Soffcut	\$15.00
Saw - Table	\$1.50
Scabbler	\$12.00
Scaffold Section	\$1.00
Shoring - Pipe	\$0.50
Road Plates	\$5.10
Vacuum Cleaner	\$0.50

	Rate Per Hour Charged on 40hr Work Week
Surveying - Auto Level	\$1.25
Surveying - Transit	\$3.25
Surveying - Laser Level	\$3.75
Surveying - Total Station	\$3.75
GPS Survey Equipment	\$13.00
Pipe Laser	\$1.50
Office Trailer - Large	\$10.00
Office Trailer - Small	\$8.00
Office Trailer - Double Wide	\$20.00
ConX/Storage Trailer - Small	\$3.00
ConX/Storage Trailer - Large	\$5.00
Job Box	\$1.00
Traffic Barriers	\$2.25
Trench Box	\$5.00
Truck - Water - 2000 Gallon	\$30.00
Welder - 200 AMP	\$5.00
Welder - Small	\$2.50
Mobile Phones	\$1.25
Computer/Tablet Equipment	\$2.00
Truck/Vehicle	\$8.00
Crew Truck with Some Tools	\$20.00

Fuel: Will be charged to the Project in addition to the above rates.

Delivery charges will be charged separately.

Rates charged monthly based on Billings

Trade Organization Dues	0.30%
PM Software / Textura Payment Protection*	0.50%
General Liability Insurance	2.00%
Payment and Performance Bond	1.00%

*If CM Agency, based on all billings including contracts held by Client.

Personnel Rates

Project Executive/VP	210	Estimator	140
Senior Project Manager	175	Superintendent V	175
Project Manager	140	Superintendent IV	150
Assistant Project Manager	100	Superintendent III/II	125
Project/Field Engineer	90	Superintendent I	105
Chief Estimator	210	Safety Director	210
Senior Estimator	175	Project Tech	60

Above rates include vehicle, cell phone, admin, computer & tablets as applicable.

Working Field Staff:

Laborer	65	Operator/Pipefitter	75
Carpenter	75	Concrete Foreman	90
Finish Carpenter	90	Utilities Foreman	90
Concrete Mason	75	Assistant Superintendent	90

Overtime to be charged at 1.5 times the above rates.

Night work (work required between 6pm and 6am) is charged with a 20% premium.

Transportation, lodging, per diem and other costs will be charged depending on location of project.

INT
RA

Additions and Deletions Report for AIA® Document A133® – 2019

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 11:10:56 CT on 02/10/2026.

PAGE 1

AGREEMENT made as of the 18th day of February in the year 2026

...

City of Big Lake, a Minnesota municipal corporation
160 Lake Street North
Big Lake, MN 55309

...

Bradbury Stamm Construction Winkelman, LLC a Minnesota limited liability company
23823 67th Avenue
St. Cloud, MN 56301

All references to "Construction Manager" or "CMAR" herein shall mean 16"Construction Manager at Risk"

...

Public Safety Facility Project
xxx Minnesota Avenue
Big Lake, MN
Lot 1, Block 1, Smith Addition; PID: 65006160105

...

GLT Architects a Minnesota Professional Corporation (PC)
808 Courthouse Square
St. Cloud, MN 56303

PAGE 2

As described on pp. 16-23 (Space Needs Analysis / Formal Programing) of the Request for Qualifications for Comprehensive Program Management Services (CMAR & A/E) and the Request for Proposals for Comprehensive Program Management Services (CMAR & A/E), which are incorporated into this Agreement

...

The Project will include a building consisting of approximately 55,576 square feet, for a City Hall and Police station, space for a potential library use, plus associated parking.

PAGE 3

The entire Project budget, including the GMP, shall not to exceed \$33,000,000, covering all phases of planning, architectural design, engineering design, construction, closeout, and commissioning

...

approx. Q3 2026

...

approx. Q4 2026

...

approx. Q1 2028

...

TBD

...

Construction Manager shall perform all work in compliance with Minnesota Statutes § 471.463.

...

N/A

...

N/A

...

Hanna Klimmek, City Administrator
Email: hklimmek@biglakemn.org
Phone: 763-251-2979
160 Lake Street North
Big Lake, MN 55309
PAGE 4

Owner's representative will coordinate review with the City of Big Lake CMAR Project Team

...

Evan Larson, President
GLTArchitects
808 Courthouse Square
St. Cloud, MN 56303

...

Jay Vogel, Senior Vice President
Bradbury Stamm Construction Winkelman, LLC
23823 67th Avenue
St. Cloud, MN 56301

...

Construction Manager's staffing shall be as set forth in the Construction Manager's proposal and interview with the City's CMAR Selection Committee.

PAGE 5

Construction Manager's staffing shall be as set forth in the Construction Manager's proposal and interview with the City's CMAR Selection Committee.

...

None

...

§ 2.2 Relationship of the Parties (See SC-01 and SC-02)
PAGE 6

§ 3.1.4 Project Schedule (See SC-03)
PAGE 7

§ 3.1.11.1 (See SC-04) If the Owner has provided requirements for subcontractor procurement in section 1.1.14, the Construction Manager shall provide a subcontracting plan, addressing the Owner's requirements, for the Owner's review and approval.

...

§ 3.1.12 Procurement (See SC-05)

...

Construction Manager's services shall include attendance at meetings with City staff members, building construction officials, and other governmental officials as may be required for the development of the Project. Construction Manager shall lead the design and construction process as described in the Request for Qualifications, Request for Proposals, and Construction Manager's proposal.

Construction Manager will retain GLT Architects under a Standard Form of Agreement Between Design-Builder and Architect for a Traditional Design-Build Project, AIA Document B141 - 2024. Owner acknowledges and agrees that Owner bears certain responsibilities to the GLT Architects as set out therein to ensure timely design and completion of the Work, and Owner agrees to perform such obligations in good faith. Construction Manager and Owner agree that Construction Manager, as CMAR, will be responsible for coordinating Owner's interactions with GLT Architects. Those responsibilities include but are not limited to

§ 1.4 Project Information

§ 3.2 Design Services

For purposes of clarity, in the AIA Document B141 between Construction Manager and [Design Professional], all references to the AIA Document A141-2024 shall be deemed to refer to the AIA Document A133-2019 between Owner and Construction Manager. Similarly, all references to the "Design-Builder" shall be deemed references to Construction Manager.

The Construction Manager shall provide the Owner with a copy of the scope of services in the executed agreement between the Construction Manager and the Architect, and any further modifications to the Architect's scope of services in the agreement.

PAGE 8

§ 3.2.4 In preparing the Construction Manager's Guaranteed Maximum Price proposal, the Construction Manager shall include a contingency for the Construction Manager's exclusive use to cover those costs that are included in the

Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order. In addition, a separate contingency and not as part of any contingency otherwise set out herein, the contract sum shall include a Design Contingency that shall be used solely to pay for unanticipated expenses arising from errors and omissions in the design documents. Upon completion of the contract, any unused amount allocated to the Design Contingency shall not be included in the GMP and the Construction Manager shall have no claim to the benefit thereof.

PAGE 9

§ 3.3.1.2 (See SC-06) The Construction Phase shall commence upon the Owner's execution of the Guaranteed Maximum Price Amendment or, prior to acceptance of the Guaranteed Maximum Price proposal, by written agreement of the parties. The written agreement shall set forth a description of the Work to be performed by the Construction Manager, and any insurance and bond requirements for Work performed prior to execution of the Guaranteed Maximum Price Amendment.

PAGE 10

§ 3.3.2.5 Cost Control (See SC-07)

PAGE 11

§ 4.3 Architect (See SC-08)

...

6.25 % of Project Costs

...

See Exhibit B - Equipment, Personnel Rate Sheet Dated 01/01/2024

...

§ 5.1.3 If the Preconstruction Phase services covered by this Agreement have not been completed within nine (9) months of the date of this Agreement, through no fault of the Construction Manager, the Construction Manager's compensation for Preconstruction Phase services shall be equitably adjusted.

...

§ 5.2.2 (See SC-09) Payments are due and payable upon presentation of the Construction Manager's invoice. Amounts unpaid () days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager.

PAGE 12

7.95% of Project costs, which includes the Pre-Construction Fee

...

7.95%

...

none

§ 6.1.5 Rental rates for Construction Manager-owned equipment shall not exceed percent (%) of the standard rental rate paid at the place of the Project. Rental rates for Construction Manager-owned equipment is detailed on Exhibit B - Equipment, Personnel Rate Sheet Dated 01/01/2024

...

The Owner and Construction Manager agree that the Construction Manager's failure to achieve Substantial Completion of the Work by the time period specified in Section 1.1.4.3 ("Scheduled Substantial Completion Date") will cause damages to the Owner that are difficult or impracticable to fix or ascertain under presently known and anticipated facts and circumstances. Therefore, the Owner and Construction Manager agree that if Construction Manager fails to achieve Substantial Completion of the Work by the Scheduled Substantial Completion Date established at GMP, Construction Manager shall pay the Owner liquidated damages as follows: \$1,000.00 per day for each day beyond the Scheduled Substantial Completion Date that the Project is delayed and limited to \$30,000.

...

N/A

§ 6.2 Guaranteed Maximum Price (See SC-10)
PAGE 13

§ 6.4 (See SC-11)

...

Reimbursement rates per hours of service:

Per Exhibit B - Equipment, Personnel Rate Sheet Dated 01/01/2024

Rates shall be subject to May 1 annual revisions.

Reimbursement rates per hours of service wherever employed in connection with the Work as follows:

Per Exhibit B - Equipment, Personnel Rate Sheet Dated 01/01/2024

Rates shall be subject to May 1 annual revisions.

PAGE 14

§ 7.3 Subcontract Costs (See SC-12)

...

§ 7.5.3 (See SC-13) Costs of removal of debris from the site of the Work and its proper and legal disposal.

§ 7.5.4 (See SC-14) Costs of the Construction Manager's site office, including general office equipment and supplies.

§ 7.5.5 (See SC-15) Costs of materials and equipment suitably stored off the site at a mutually acceptable location, subject to the Owner's prior approval.

PAGE 15

§ 7.6.5 (See SC-16) Royalties and license fees paid for the use of a particular design, process, or product, required by the Contract Documents.

...

§ 7.6.9 (See SC-17) Legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between the Owner and Construction Manager, reasonably incurred by the Construction Manager after the execution of this Agreement in the performance of the Work and with the Owner's prior approval, which shall not be unreasonably withheld.

...

§ 7.6.12 (See SC-19)

PAGE 16

§ 7.9.1 (See SC-20) The Cost of the Work shall not include the items listed below:

PAGE 17

§ 11.1.3 (See SC-21) Provided that an Application for Payment is received by the Architect not later than the day of a month, the Owner shall make payment of the amount certified to the Construction Manager not later than the day of the month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than () days after the Architect receives the Application for Payment.

PAGE 18

§ 11.1.8.1 (See SC-22) For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

...

five percent (5%)

PAGE 19

Pre-Construction Fee, General Conditions, Construction Manager Fee, Material Only Contracts

...

Retainage shall be reduced to 2.5 percent (2.5%) upon substantial completion.

...

N/A

...

§ 11.1.11 (See SC-23) The Owner and the Construction Manager shall agree upon a mutually acceptable procedure for review and approval of payments to Subcontractors, and the percentage of retainage held on Subcontracts, and the Construction Manager shall execute subcontracts in accordance with those agreements.

PAGE 20

See SC-24 and SC-25

...

one and one-half % 1.5%

PAGE 21

[X] Litigation in a court of competent jurisdiction

PAGE 22

1% of owners budget as listed in Section 1.1.3 of this agreement

PAGE 23

§ 14.3 Insurance and Bonds (See SC-26 and SC-27)

...

N/A

PAGE 24

N/A

...

§ 14.5.1 Indemnification To the fullest extent permitted by law, the Construction Manager shall indemnify and hold the Owner and the Owner's officials, employees, and agents harmless from and against damages, losses and judgments, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts, errors, omissions, or intentional misconduct of the Construction Manager, its employees, consultants, contractors, or subcontractors in providing the services under this Agreement and arise from claims for personal injury or property damage. For claims that are covered by the Construction Manager's commercial general liability or automobile liability insurance, the Construction Manager shall also be required to defend the Owner and the Owner's officials, employees, and agents from claims by third parties.

§ 14.5.2 Non-Discrimination Construction Manager shall ensure that no person shall on the grounds of race, color, religions, sex, sexual orientation, gender identity, handicap, familial status, or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any scope of work carried out by Construction Manager or any Subcontractors of any tier. Construction Manager agrees to be bound by the provisions of Minnesota Statutes § 181.59, that prohibits certain discriminatory practices and the terms of said section are incorporated into this Agreement.

§ 14.5.3 Minnesota Government Data Practices Act Construction Manager, its Contractors, Subcontractors, and the Owner must comply with the Minnesota Government Data Practices Act ("MGDPA"), Minnesota Statutes, Chapter 13, as it applies to all data provided by the Owner in accordance with this Agreement, and as it applies to all data, created, collected, received, stored, used, maintained, or disseminated by the Construction Manager in accordance with this Agreement. The civil remedies of Minnesota Statutes § 13.08 apply to the release of the data referred to in this clause by Construction Manager, its, Contractors, Subcontractors, or the Owner. In the event Construction Manager or its Contractors or Subcontractors receive a request to release the data referred to in this clause, Construction Manager must immediately notify the Owner. The Owner will give Construction Manager instructions concerning the release of the data to the requesting party before the data is released.

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

§ 14.5.5 Entire Agreement; Modifications This Agreement supersedes any prior or contemporaneous representations or agreements, whether written or oral, between the Parties and contains the entire agreement. Any modification or amendment of to this Agreement shall require a written agreement signed by both Parties.

§ 14.5.6 Governing Law and Venue This Agreement shall be governed by and interpreted in accordance with the laws of the State of Minnesota. All proceedings related to this Agreement shall be venued in the State District Court located in Sherburne County, Minnesota.

§ 14.5.7 Signatures Construction Manager and Owner agree that an electronic signature or an electronic

record of a signature shall be as enforceable as an original signature page and will not be denied legal effect. This electronic signature provision will survive termination of this Agreement and applies to all this Agreement and all documents generated in connection with this Agreement.

§ 14.5.8 Contingency This Agreement is contingent on the approval of the City Council of the City of Big Lake, and its approval of the issuance of lease revenue bonds to finance the Project.

§ 14.5.9 Permits, Fees, Notices and Compliance with Laws

§ 14.5.9.1 Unless otherwise provided in the Contract Documents, the Construction Manager shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Construction Contract(s) and legally required at the time bids are received or negotiations concluded.

§ 14.5.9.2 The Construction Manager shall, and shall cause its contractor(s) to, 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.

§ 14.5.9.3 If the Construction Manager or any of its contractors perform Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Construction Manager shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 14.5.10 Concealed or Unknown Conditions

If, in the course of the Work, conditions are encountered 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 Construction Manager shall promptly provide notice to the Owner before conditions are disturbed and in no event later than 14 days after first observance of the conditions. The Owner will promptly investigate, or cause to be investigated, such conditions and, if the Owner or its agent determines that they differ materially and cause an increase or decrease in the Construction Manager'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 Owner or the Owner's agent 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 Owner shall promptly notify the Construction Manager, stating the reasons. If either party disputes the Owner's determination or recommendation, that party may submit a Claim as provided in this Agreement.

§ 14.5.11 If, in the course of the Work, the Construction Manager or the Construction Manager's contractor(s) encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Construction Manager shall immediately suspend any operations that would affect them and shall notify the Owner. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Construction Manager 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 this Agreement.

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.3 AIA Document A133™ 2019, Exhibit B, Insurance and Bonds

...

X Exhibit B - Equipment, Personnel Rate Sheet Dated 01/01/2024

Supplementary and other Conditions of the Contract:

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<u>A133-2019 Supplementary Conditions</u>	<u>A133-2019 Supplementary Conditions</u>	<u>February 18, 2026</u>	<u>5</u>
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...

Construction Manager's Statement of Qualifications and RFP Response

...

Hanna Klimek City Administrator

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, _____, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 11:43:06 CT on 02/05/2026 under Order No. 2114522070 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A133™ – 2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)

Attachment F
AIA Document A133 – 2019, Supplementary Conditions

CITY OF BIG LAKE

PUBLIC SAFETY FACILITY PROJECT: CITY HALL, POLICE STATION, AND LIBRARY (CMAR & A/E)

SUPPLEMENTARY CONDITIONS (amending AIA Document A133 – 2019)

(February 18, 2026)

	Section as Amended/Added
SC-01	<p><i>Amending § 2.2 to read as follows:</i></p> <p>§ 2.2 Relationship of the Parties</p> <p>The Construction Manager accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Construction Manager’s skill and judgment in furthering the interests of the Owner to furnish efficient construction administration, management services, and supervision; to ensure that the Architect, prime contractors, and their subcontractors and suppliers provide at all times an adequate supply of workers, equipment, and materials. The Construction Manager shall manage the prime contractors to perform the Work in an expeditious and economical manner consistent with the Owner’s interests. The Owner agrees to furnish or approve, in a timely manner, information required by the Construction Manager and to make payments to the Construction Manager in accordance with the requirements of the Contract Documents.</p>
SC-02	<p><i>Adding § 2.2.1 as follows:</i></p> <p>§ 2.2.1 Construction Manager is an independent contractor and not an agent of the Owner. Construction Manager shall be liable to the Owner for acts and omissions of Construction Manager, Construction Manager’s Architect, and Construction Manager’s Subcontractors and Suppliers of any Tier, and their agents, employees, and parties in privity of contract with any of them and anyone acting on behalf of them, and any other persons performing any of the Work directly or indirectly under contract with the Construction Manager.</p>
SC-03	<p><i>Amending § 3.1.4 to read as follows:</i></p> <p>§ 3.1.4 Project Schedule</p> <p>When Project requirements in Section 4.1.1 have been sufficiently identified, the Construction Manager shall prepare and periodically update a Project schedule for the Architect’s review and the Owner’s acceptance. Subject to written disclaimer or qualification from the Owner as to accuracy, the Construction Manager shall obtain the Architect’s approval for the portion of the Project schedule relating to the performance of the Architect’s services. The Project schedule shall coordinate and integrate the Construction Manager’s services, the Architect’s services, other Owner consultants’ services, and the Owner’s responsibilities; and identify items that affect the Project’s timely completion. The updated Project schedule shall include the following: submission of the Guaranteed Maximum Price proposal; components of the Work; times of commencement and completion required of each Subcontractor; ordering and delivery of products, including those that must be ordered in advance of construction; and the occupancy requirements of the Owner.</p>
SC-04	<p><i>Amending § 3.1.11.1 to read as follows:</i></p> <p>§ 3.1.11.1 If the Owner has provided requirements for subcontractor procurement in section 1.1.14, the Construction Manager shall provide a subcontracting plan, addressing the Owner’s requirements, for the Owner’s review and approval. All contracts for the Work shall be publicly bid in accordance with Minnesota Statutes § 471.435 and awarded by the Construction Manager. The term “Subcontractors” used in this Agreement and in A201-2017 General Conditions, as amended for this Agreement, shall mean the contractors that have bid for and been awarded contracts by the Construction Manager.</p>

<p>SC-05</p>	<p><i>Amending § 3.1.12 to read as follows:</i> § 3.1.12 Procurement The Construction Manager shall prepare, for the Architect’s review and the Owner’s acceptance, a procurement schedule for items that must be ordered in advance of construction. The Construction Manager shall expedite and coordinate the ordering and delivery of materials that must be ordered in advance of construction.</p>
<p>SC-06</p>	<p><i>Amending § 3.3.1.2 to read as follows:</i> The Construction Phase shall commence upon the Owner’s execution of the Guaranteed Maximum Price Amendment or, prior to acceptance of the Guaranteed Maximum Price proposal, by written agreement of the parties and upon receipt of the Building Permit for the Project. The written agreement shall set forth a description of the Work to be performed by the Construction Manager, and any insurance and bond requirements for Work performed prior to execution of the Guaranteed Maximum Price Amendment.</p>
<p>SC-07</p>	<p><i>Amending § 3.3.2.5 to read as follows:</i> § 3.3.2.5 Cost Control The Construction Manager shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. The Construction Manager shall identify variances between actual and estimated costs and report the variances to the Owner and Architect, including such variances as may affect the Construction Manager’s use of contingency and allowances, and shall provide this information in its monthly reports to the Owner and Architect, in accordance with Section 3.3.2.3 above.</p>
<p>SC-08</p>	<p><i>§ 4.3 is deleted in its entirety and replaced with the following:</i> § 4.3 Architect The Construction Manager shall retain an Architect as set forth in § 3.1.14.</p>
<p>SC-09</p>	<p><i>Amending § 5.2.2 to read as follows:</i> § 5.2.2 Payments are due and payable upon presentation of the Construction Manager’s invoice. Pursuant to the Prompt Payment of Local Government Bills Act, Minnesota Statutes § 471.425, amounts unpaid and not subject to a good faith dispute « thirty-five » « 35 » days after the invoice date shall bear interest at the rate entered below. <i>(Insert rate of monthly or annual interest agreed upon.)</i> « 1.5 » % «Per Month (18% Annual) »</p>
<p>SC-10</p>	<p><i>Amending § 6.2 to read as follows:</i> § 6.2 Guaranteed Maximum Price The Construction Manager guarantees that the Contract Sum shall not exceed the Guaranteed Maximum Price set forth in the Guaranteed Maximum Price Amendment, subject to additions and deductions by Change Order as provided in the Contract Documents. In addition to the Construction Manager’s Fee, General Conditions, and Contingency, the Guaranteed Maximum Price will be determined based on public bids for prime contracts. Construction Manager will not self-perform any work under this Agreement. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Construction Manager without reimbursement by the Owner. If the actual Cost of the Work and the Construction Manager’s Fee total less than the Guaranteed Maximum Price, as may be adjusted by Changes to the Work, then the savings will be divided as follows: « » % « » to the Owner, and « » % « » to the Construction Manager.</p>
<p>SC-11</p>	<p><i>Adding § 6.4 as follows:</i> § 6.4 POTENTIALLY TIME AND PRICE-IMPACTED MATERIAL. § 6.4.1 In the event of significant delay or price increase of material, equipment or energy occurring during the performance of the contract through no fault of Construction Manager or its subcontractors, the Contract Cum, time of completion, or contract requirements shall be</p>

	<p>equitably adjusted by change order in accordance with the procedures of the Contract Documents. A change in price of an item of material, equipment, or energy shall be considered significant when the price of an items increases five percent (5%) or more between the date of this Agreement and the date of installation.</p> <p>§ 6.4.2 The Owner upon receipt of notice of a significant price increase, shall provide advise Construction Manager within twenty-four (24) hours of an authorization to proceed with purchase of the specified equipment, building material or materials, along with a corresponding increase to the Contract Sum, or of the Owner’s intent to terminate this Agreement.</p>
SC-12	<p><i>Amending § 7.3 to read as follows:</i></p> <p>§ 7.3 Subcontract Costs Payments made by the Construction Manager to Subcontractors in accordance with the requirements of the subcontracts and this Agreement. Owner payment obligations to Construction Manager, and the Construction Manager payment obligations to subcontractors shall be governed by the Municipal Prompt Payment Act, Minnesota Statutes § 471.425, specifically including the requirement that the Construction Manager pay subcontractors within ten (10) days of receipt of payment from the Owner.</p>
SC-13	<p><i>Amending § 7.5.3 to read as follows:</i></p> <p>§ 7.5.3 Reasonable costs of removal of debris from the site of the Work and its proper and legal disposal.</p>
SC-14	<p><i>Amending § 7.5.4 to read as follows:</i></p> <p>§ 7.5.4 Reasonable costs of the Construction Manager’s site office, including general office equipment and supplies.</p>
SC-15	<p><i>Amending § 7.5.5 to read as follows:</i></p> <p>§ 7.5.5 Reasonable costs of materials and equipment suitably stored off the site at a mutually acceptable location, subject to the Owner’s prior approval.</p>
SC-16	<p><i>Amending § 7.6.5 to read as follows:</i></p> <p>§ 7.6.5 Royalties and license fees paid for the use of a particular design, process, or product, required by the Contract Documents, but only if approved in advance by the Owner in writing.</p>
SC-17	<p><i>Amending § 7.6.9 as follows:</i></p> <p>§ 7.6.9 is stricken in its entirety.</p>
SC-18	<p><i>Amending § 7.6.11 to read as follows:</i></p> <p>§ 7.6.11 That portion of the reasonable expenses of the Construction Manager’s supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work, provided such costs are approved in advance by the Owner in writing.</p>
SC-19	<p><i>Adding § 7.6.12 as follows:</i></p> <p>§ 7.6.12 Any overtime premium or shift differential expense to be incurred by the Construction Manager for hourly workers shall require the Owner’s advance written approval before the incremental cost of the overtime premium or shift differential will be considered a reimbursable cost. If the Construction Manager is required to work overtime as a result of an inexcusable delay or other coordination problems caused by the Construction Manager or anyone the Construction Manager is responsible for, the overtime premium and/or shift differential expense portion of the payroll expense and related labor burden costs will not be reimbursable costs.</p>
SC-20	<p><i>Amending § 7.9.1 to read as follows:</i></p> <p>§ 7.9.1 The Cost of the Work shall not include the items listed below:</p> <p style="padding-left: 40px;">.1 Salaries and other compensation of the Construction Manager’s personnel stationed at the Construction Manager’s principal office or offices other than the site office, except as specifically provided in Section 7.2, or as may be provided in Article 14;</p>

	<ul style="list-style-type: none"> .2 Bonuses, profit sharing, incentive compensation, and any other discretionary payments, paid to anyone hired by the Construction Manager or paid to any Subcontractor or vendor, unless the Owner has provided prior written approval; .3 Expenses of the Construction Manager’s principal office and offices other than the site office; .4 Overhead and general expenses, except as may be expressly included in Sections 7.1 to 7.7; .5 The Construction Manager’s capital expenses, including interest on the Construction Manager’s capital employed for the Work; .6 Except as provided in Section 7.7.3 of this Agreement, costs due to the negligence of, or failure to fulfill a specific responsibility of the Contract by, the Construction Manager, Subcontractors, and suppliers, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable; .7 Any cost not specifically and expressly described in Sections 7.1 to 7.7; .8 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded; .9 Costs for services incurred during the Preconstruction Phase; .10 Legal, mediation, or arbitration costs, however incurred; .11 Drug testing for new hires or current employees, incentive or bonus programs (including safety), accounting and EEO and targeted business compliance staff or seminars; .12 Off-site file storage; .13 Management of warranty work; .14 Charges for mobile telephone including air time and data charges; and .15 Costs for vacation, holiday, sick, and training time for Construction Manager’s supervisory staff.
SC-21	<p><i>Amending § 11.1.3 to read as follows:</i></p> <p>§ 11.1.3 Provided that an Application for Payment is received by the Architect not later than the « 1st » day of a month, the Owner shall make payment of the amount certified to the Construction Manager not later than the « last » day of the « same » month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than « thirty-five » (« 35 ») days after the Architect receives the Application for Payment. Owner payment obligations to Construction Manager and Construction Manager payment obligation to the prime contractors shall be governed by the Municipal Prompt Payment Act, Minnesota Statutes, § 471.425, specifically including subdivision 4a, requiring the Construction Manager to pay subcontractors within ten (10) days of receipt of payment. <i>(Federal, state or local laws may require payment within a certain period of time.)</i></p>
SC-22	<p><i>Amending § 11.1.8.1 to read as follows:</i></p> <p>§ 11.1.8.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due: <i>(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)</i></p> <p>« five percent (5%) »</p> <p>The Owner and the Construction Manager must comply with Minnesota Statutes §§ 15.72 and 337.10 regarding retainage payments.</p>
SC-23	<p><i>Amending § 11.1.11 to read as follows:</i></p> <p>§ 11.1.11 The Owner and the Construction Manager shall agree upon a mutually acceptable procedure for review and approval of payments to Subcontractors, and the percentage of</p>

	<p>retainage held on Subcontracts, and the Construction Manager shall execute subcontracts in accordance with those agreements. Upon Substantial Completion as defined by Minnesota Statutes § 541.051, subd. 1(a), all retainages and other amounts due to Construction Manager shall be paid to Construction Manager in full less one hundred fifty percent (150%) of the reasonable estimated costs of any incomplete Work and unsettled Claims. Such withheld amount shall be paid to Construction Manager monthly as such incomplete Work is completed and Claims are settled in accordance with Minnesota law.</p>
SC-24	<p><i>Adding § 11.2.3.1 as follows:</i> § 11.2.3.1 If Construction Manager fails to pay any Subcontractors or suppliers amounts owed under their subcontracts, the Owner shall have the right, but not the obligation, to pay the unpaid Subcontractors and suppliers directly and subtract the amount paid from the Contract Sum.</p>
SC-25	<p><i>Adding § 11.2.3.2 as follows:</i> § 11.2.3.2 Owner will at all times have the right to withhold from payment to the Construction Manager such amounts as may be necessary to protect the Owner from damages, costs, and expenses that have or may reasonably result from the Construction Manager’s negligence or breach of the Contract Documents.</p>
SC-26	<p><i>§ 14.3.1 is deleted in its entirety and replaced with the following:</i> § 14.3.1 Insurance Requirements for Preconstruction and Construction Phases The Construction Manager shall at all times during the term of this Agreement keep in force the following:</p> <ol style="list-style-type: none"> 1. Commercial general liability insurance: <ul style="list-style-type: none"> • \$5 million each occurrence; and • \$10 million annual aggregate 2. Professional liability insurance: <ul style="list-style-type: none"> • \$5 million each occurrence; and • \$10,000,000 annual aggregate 3. Workers’ compensation insurance as required by Minnesota Statute, and Employers’ Liability Coverage with minimum limits as follows: <ul style="list-style-type: none"> • \$1,000,000 – Bodily Injury by Disease per employee • \$1,000,000 – Bodily Injury by Disease aggregate • \$1,000,000 – Bodily Injury by Accident; 4. Automobile liability: <ul style="list-style-type: none"> • \$5 million combined single limit, including owned, hired, and non-owned automobiles 5. Builder’s Risk insurance and Builder’s Risk insurance on the Direct Purchase Materials naming the Owner as the insured or as an additional insured. <p>The insurance required under this section shall be subject to review and approval of the Owner. The Construction Manager will provide the Owner with certificates for the above policies, with the Owner named as an additional insured under the commercial general liability insurance, within sixty (60) days of execution of this Agreement and on or before January 1 each year for any policies that have changed during the previous calendar year. The Owner shall receive timely notification if any insurance policies required under the provisions of this Agreement are no longer maintained. The required coverage may be met by use of umbrella/excess insurance. The Owner shall be named as an additional insured on the general liability and any umbrella policies on a primary and noncontributory basis.</p>
SC-27	<p><i>§ 14.3.1.1 through § 14.3.1.5 are stricken in their entirety.</i></p>

Attachment G
AIA Document A201– 2017
General Conditions of the Contract for Construction

 **AIA[®] Document A201[®] – 2017****General Conditions of the Contract for Construction****for the following PROJECT:***(Name and location or address)*

Public Safety Facility Project
xxx Minnesota Avenue
Big Lake, MN
Lot 1, Block 1, Smith Addition; PID: 65006160105

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

City of Big Lake, a Minnesota municipal corporation
160 Lake Street North
Big Lake, MN 55309

THE ARCHITECT:*(Name, legal status and address)*

GLT Architects a Minnesota Professional Corporation (PC)
808 Courthouse Square
St. Cloud, MN 56303

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ADDITIONS AND DELETIONS:

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

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

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

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Init.

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User Notes:

(1970760561)

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement, and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding or proposal requirements.

§ 1.1.2 The Contract

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Owner and a Subcontractor or a Sub-subcontractor, (2) between the Owner and the Architect or the Architect's consultants, or (3) between any persons or entities other than the Owner and the Contractor or as between the Contractor and the Architect as set forth in a separate agreement between them. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties including, but not limited to, Owner's obligations to cooperate in the Architect's performance of design services

§ 1.1.3 The Work

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§ 1.1.4 The Project

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by Separate Contractors.

§ 1.1.5 The Drawings

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams.

§ 1.1.6 The Specifications

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

§ 1.1.7 Instruments of Service

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 1.1.8 Initial Decision Maker

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2. The Initial Decision Maker shall not show partiality to the Owner or Contractor and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 1.2 Correlation and Intent of the Contract Documents

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

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

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.3 Capitalization

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles, or (3) the titles of other documents published by the American Institute of Architects.

§ 1.4 Interpretation

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

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

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

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service.

§ 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 will 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 agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™-2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk

and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 OWNER

§ 2.1 General

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 2.1.2 The Owner shall furnish to the Contractor, within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of, or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

§ 2.2 Evidence of the Owner's Financial Arrangements [deleted intentionally]

(Paragraphs deleted)

§ 2.3 Information and Services Required of the Owner

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

§ 2.3.2 The Contractor 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.

(Paragraph deleted)

§ 2.3.4 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 2.3.5 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

(Paragraph deleted)

§ 2.4 Owner's Right to Stop the Work

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

§ 2.5 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor is not subject to prior

approval of the Architect but the Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner's expenses. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

ARTICLE 3 CONTRACTOR

§ 3.1 General

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

§ 3.1.3 The Contractor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents.

(Paragraph deleted)

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3 that arise as a consequence of changes requested by, or orders issued by, the Owner, the Contractor shall submit Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2, 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 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 unless the Contractor recognized such error, inconsistency, omission, difference, or nonconformity and knowingly failed to report it.

§ 3.3 Supervision and Construction Procedures

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

proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.

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

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.4 Labor and Materials

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 3.4.2 Except in the case of minor changes in the Work approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

§ 3.5 Warranty

§ 3.5.1 The Contractor warrants to the Owner that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage.

§ 3.5.2 All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4.

§ 3.6 Taxes

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 3.7 Permits, Fees, Notices and Compliance with Laws

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

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

§ 3.7.4 Concealed or Unknown Conditions

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 14 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may submit a Claim as provided in Article 15.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.8 Allowances

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

§ 3.8.2 Unless otherwise provided in the Contract Documents,

- .1 allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- .2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
- .3 whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

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

§ 3.9 Superintendent

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall notify the Owner of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Owner may notify the Contractor, stating whether the Owner (1) has reasonable objection to the proposed superintendent or (2) requires additional time for review. Failure of the Owner 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 has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

§ 3.10 Contractor's Construction and Submittal Schedules

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall submit for the Owner's information a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project,

including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project.

(Paragraph deleted)

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner.

§ 3.11 Documents and Samples at the Site

The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Owner, and delivered to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.12 Shop Drawings, Product Data and Samples

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment, or workmanship, and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate how the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve, and submit to the Architect, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents, in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of Separate Contractors.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals, until the respective submittal has been approved by the Architect.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Architect of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the

deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals, by the Architect's approval thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such notice, the Architect's approval of a resubmission shall not apply to such revisions.

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

(Paragraph deleted)

§ 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 Owner and Architect at the time and in the form specified by the Architect.

§ 3.13 Use of Site

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

§ 3.14 Cutting and Patching

§ 3.14.1 The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting, or patching shall be restored to the condition existing prior to the cutting, fitting, or patching, unless otherwise required by the Contract Documents.

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

§ 3.15 Cleaning Up

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the Owner shall be entitled to reimbursement from the Contractor.

§ 3.16 Access to Work

The Contractor shall provide the Owner 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 harmless from loss on account thereof.

§ 3.18 Indemnification

§ 3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Owner's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses,

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including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

ARTICLE 4 ARCHITECT

The Architect is retained by the Contractor and the Architect's duties to the Contractor shall be as set forth in a separate agreement between the Contractor and Architect. To the extent that the Architect's duties to the Contractor in this Article 4 are different from those set out in the separate Contractor-Architect agreement, the Contractor-Architect agreement shall control, but nothing in the Contractor-Architect agreement shall diminish Architect's responsibility to Owner as set forth herein.

§ 4.1 General

§ 4.1.1 The Architect is the person or entity retained by the Contractor pursuant to Section 2.3.2 and identified as such in the Agreement.

(Paragraph deleted)

§ 4.2 Administration of the Contract

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of, and will not be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 4.2.4 Communications

The Owner and Contractor shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

§ 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Architect's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may order minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

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

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

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either, and will not be liable for results of interpretations or decisions rendered in good faith.

§ 4.2.13 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

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

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ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a Separate Contractor or the subcontractors of a Separate Contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

§ 5.2 Award of Subcontracts and Other Contracts for Portions of the Work

§ 5.2.1 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person, or entity for one previously selected if the Owner 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. Each subcontract agreement shall preserve and protect the rights of the Owner under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.4 Contingent Assignment of Subcontracts

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

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

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

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

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

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

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

§ 6.1.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each Separate Contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with any Separate Contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to its construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, Separate Contractors, and the Owner until subsequently revised.

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or with Separate Contractors, the Owner or its Separate Contractors shall have the same obligations and rights that the Contractor has under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6, and Articles 10, 11, and 12.

§ 6.2 Mutual Responsibility

§ 6.2.1 The Contractor shall afford the Owner and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Architect of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner's or Separate Contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not apparent.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a Separate Contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a Separate Contractor's delays, improperly timed activities, damage to the Work or defective construction.

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

§ 6.2.5 The Owner and each Separate Contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.3 Owner's Right to Clean Up

If a dispute arises among the Contractor, Separate Contractors, and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner and Contractor. A Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor. An order for a minor change in the Work may be issued by the Architect alone.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents. The Contractor shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work.

§ 7.2 Change Orders

§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor, and Architect stating their agreement upon all of the following:

- 1 The change in the Work;
- 2 The amount of the adjustment, if any, in the Contract Sum; and
- 3 The extent of the adjustment, if any, in the Contract Time.

§ 7.3 Construction Change Directives

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

- 1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- 2 Unit prices stated in the Contract Documents or subsequently agreed upon;
- 3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- 4 As provided in Section 7.3.4.

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

- 1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Architect;
- 2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;

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- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and
- .5 Costs of supervision and field office personnel directly attributable to the change.

§ 7.3.5 If the Contractor disagrees with the adjustment in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15.

§ 7.3.6 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.7 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.4 Minor Changes in the Work

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Architect that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

ARTICLE 8 TIME

§ 8.1 Definitions

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

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§ 8.2 Progress and Completion

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, commence the Work prior to the effective date of insurance required to be furnished by the Contractor and Owner.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.3 Delays and Extensions of Time

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

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

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

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

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

§ 9.2 Schedule of Values

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit a schedule of values to the Architect before the first Application for Payment, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Architect. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. Any changes to the schedule of values shall be submitted to the Architect and supported by such data to substantiate its accuracy as the Architect may require, and unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment.

§ 9.3 Applications for Payment

§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be notarized, if required, and supported by all data substantiating the Contractor's right to payment that the Owner or Architect require, such as copies of requisitions, and releases and waivers of liens from Subcontractors and suppliers, and shall reflect retainage if provided for in the Contract Documents.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.

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

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

§ 9.4 Certificates for Payment

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data in the Application for Payment, that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion, and to specific qualifications expressed by the Architect. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

- 1 defective Work not remedied;
- 2 third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
- 3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;
- 4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;

- .5 damage to the Owner or a Separate Contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.

§ 9.5.2 When either party disputes the Architect's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, that party may submit a Claim in accordance with Article 15.

§ 9.5.3 When the reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.4 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or supplier to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Contractor shall reflect such payment on its next Application for Payment.

§ 9.6 Progress Payments

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.

§ 9.6.2 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.

§ 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors and suppliers to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law.

§ 9.6.5 The Contractor's payments to suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors or provided by suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, create any fiduciary liability or tort liability on the part of the Contractor for breach of trust, or entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.6.8 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

§ 9.7 Failure of Payment

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents, the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided for in the Contract Documents.

§ 9.8 Substantial Completion

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

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

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

§ 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of

the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor, and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, corrected, and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

1. liens, Claims, security interests, or encumbrances arising out of the Contract and unsettled;
2. failure of the Work to comply with the requirements of the Contract Documents;
3. terms of special warranties required by the Contract Documents; or
4. audits performed by the Owner, if permitted by the Contract Documents, after final payment.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor, or a supplier, shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

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ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 10.2 Safety of Persons and Property

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

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

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

§ 10.2.3 The Contractor shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards.

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

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 Injury or Damage to Person or Property

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 Hazardous Materials and Substances

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or

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polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition.

§ 10.3.2 Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.

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

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

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

§ 10.4 Emergencies

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

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

§ 11.1.1 The Contractor shall purchase and maintain commercial general liability insurance as required to protect the Contractor, 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 the Contractor, its agents or employees, of materials, equipment, instrumentalities or other property, whether the same be owned by the 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. 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. A certificate of insurance on a form

acceptable to the Owner which verifies the existence of this insurance coverage must be provided to the Owner before work under this contract is begun. The Owner shall be named as an additional insured on a primary and noncontributory basis. The types of claims, required coverages and minimum limits of liability are as follows:

- A. 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.

- B. 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 therefor. Insurance coverages shall include:
Premise – Operations
Products-Completed Operations
Blanket Contractual – Such insurance and endorsements as will insure the obligations under the provisions of Subsection 11.1.5 of this Document.
Broad Form Property Damage
Personal Injury
Blanket Explosion, Collapse and Underground Property Damage
Operations of Independent Contractors
Policy Limits:

General Aggregate	\$2,000,000.00
Products/Completed Operations Aggregate	\$1,000,000.00
Personal Injury	\$1,000,000.00
Each Occurrence	\$1,000,000.00

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

- D. The coverage limits required by Paragraphs (B) and (C) above may be achieved by the use of an Umbrella Excess Liability Policy.
The limits of liability specified shall be considered minimum requirements.

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 Owner and licensed to provide insurance in the state in which the Project is located.

§ 11.1.2 The Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the 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.

§11.1.2.1. The bond value requirements are as follows:

- a. Provide bonds on a standard surety bond form.
- b. Provide a 100 percent Performance Bond.
- c. Provide a 100 percent Payment Bond.
- d. Deliver bonds within 3 days after execution of the Contract.

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

§ 11.1.4 Notice of Cancellation or Expiration of Contractor's Required Insurance. Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 11.2 Owner's Insurance

§ 11.2.1 The Owner will be responsible for purchasing and maintaining a "special form" or equivalent policy as described in the General Conditions of the Contract for Construction.

1. The General Conditions refers to 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. A copy of the General Conditions of the Contract for Construction can be obtained at the office of the Architect.

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

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

11.3 Waivers of Subrogation

(Paragraph deleted)

§ 11.3.1 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

§ 11.3.2 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment

property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 11.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

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

The Owner, at the Owner's option, may purchase and maintain insurance as will insure the Owner against loss of use of the Owner's property due to fire or hazards, however caused.

§ 11.5 Adjustment and Settlement of Insured Loss

§ 11.5.1 A loss insured under the property insurance required by the Agreement shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.5.2. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

§ 11.5.2 Prior to settlement of an insured loss, the Owner shall notify the Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor does not object, the Owner shall settle the loss and the Contractor shall be bound by the settlement and allocation. Upon receipt, the Owner shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the Contractor timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Owner may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, discovered before Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

§ 12.2.2 After Substantial Completion

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor

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an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5.

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner or Separate Contractors, whether completed or partially completed, caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

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

§ 12.3 Acceptance of Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules.

§ 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 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 entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 13.4.2 If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.

§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Architect's services and expenses, shall be at the Contractor's expense.

§ 13.4.4 Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

§ 13.4.5 If the Architect is to observe tests, inspections, or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.4.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.5 Interest

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate the parties agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

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

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency, that requires all Work to be stopped;
- .3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- .4 The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 14.3, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, as well as reasonable overhead and profit on Work not executed, and costs incurred by reason of such termination.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees or any other persons or entities performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, and upon certification by the Architect that sufficient cause exists to justify such action, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- .1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- .2 Accept assignment of subcontracts pursuant to Section 5.4; and
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

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

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

§ 14.3 Suspension by the Owner for Convenience

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work, in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

- .1 that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Contractor is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 Termination by the Owner for Convenience

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of notice from the Owner of such termination for the Owner's convenience, the Contractor shall

- .1 cease operations as directed by the Owner in the notice;

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- .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 Contractor shall be entitled to receive payment for the Contractor for Work properly executed, along with reasonable overhead and profit for the completed Work.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

§ 15.1.2 Time Limits on Claims

The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2.

§ 15.1.3 Notice of Claims

§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party under this Section 15.1.3.1 shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

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

§ 15.1.4 Continuing Contract Performance

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

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

§ 15.1.5 Claims for Additional Cost

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

§ 15.1.6 Claims for Additional Time

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

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

§ 15.1.7 Waiver of Claims for Consequential Damages

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 Initial Decision

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

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

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

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

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

§ 15.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.

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§ 15.2.6.1 Either party may, within 30 days from the date of receipt of an initial decision, demand in writing that the other party file for mediation. If such a demand is made and the party receiving the demand fails to file for mediation within 30 days after receipt thereof, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 15.3 Mediation

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.7, shall be subject to mediation as a condition precedent to binding dispute resolution.

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

§ 15.3.3 Either party may, within 30 days from the date that mediation has been concluded without resolution of the dispute or 60 days after mediation has been demanded without resolution of the dispute, demand in writing that the other party file for binding dispute resolution. If such a demand is made and the party receiving the demand fails to file for binding dispute resolution within 60 days after receipt thereof, then both parties waive their rights to binding dispute resolution proceedings with respect to the initial decision.

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

§ 15.4 Arbitration

§ 15.4.1 If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. The Arbitration shall be conducted in the place where the Project is located, unless another location is mutually agreed upon. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

§ 15.4.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

§ 15.4.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

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§ 15.4.3 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

§ 15.4.4 Consolidation or Joinder

§ 15.4.4.1 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 15.4.4.2 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 15.4.4.3 The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as those of the Owner and Contractor under this Agreement.

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Additions and Deletions Report for AIA® Document A201® – 2017

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

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Public Safety Facility Project

xxx Minnesota Avenue

Big Lake, MN

Lot 1, Block 1, Smith Addition; PID: 65006160105

...

City of Big Lake, a Minnesota municipal corporation

160 Lake Street North

Big Lake, MN 55309

...

GLT Architects a Minnesota Professional Corporation (PC)

808 Courthouse Square

St. Cloud, MN 56303

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The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) (2) between the Owner and the Architect or the Architect's consultants, or (4) (3) between any persons or entities other than the Owner and the Contractor, the Contractor or as between the Contractor and the Architect as set forth in a separate agreement between them. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of ~~the Architect's duties~~ the Architect's duties including, but not limited to, Owner's obligations to cooperate in the Architect's performance of design services

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§ 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.~~

...

The parties shall agree upon written protocols governing the transmission and use of ~~and reliance on~~ of Instruments of Service or any other information or documentation in digital form. The parties will 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.

...

Any use of, or reliance on, all or a portion of a building information model without agreement to written protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™-2013, Project Building Information Modeling Protocol Form, 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.

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§ 2.2 Evidence of the Owner's Financial Arrangements ~~[deleted intentionally]~~

~~§ 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.~~

...

§ 2.3.2 The ~~Owner Contractor~~ shall retain an architect lawfully licensed to practice architecture, or an entity lawfully practicing architecture, in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 2.3.3 If the employment of the Architect terminates, the Owner shall employ a successor to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

...

~~§ 2.3.6 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.~~

...

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor ~~are both~~ is not subject to prior approval of the Architect ~~and~~ but the Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner's ~~expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure.~~ expenses. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner ~~or the Architect,~~ Owner, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

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§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; ~~however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.~~ Documents.

§ 3.2.3 ~~The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.~~

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, 3.2.3 that arise as a consequence of changes requested by, or orders issued by, the Owner, the Contractor shall submit Claims as provided in Article 15. If the Contractor fails to perform the obligations of ~~Sections 3.2.2 or 3.2.3,~~ Sections 3.2.2, 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 ~~authorities~~ unless the Contractor recognized such error, inconsistency, omission, difference, or nonconformity and knowingly failed to report it.

...

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods,

techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely notice to the ~~Owner and Architect~~, Owner, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Architect objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.

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§ 3.5.1 The Contractor warrants to the ~~Owner and Architect~~ that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. ~~If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.~~

PAGE 15

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

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

...

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and ~~Architect's~~ information a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project.

~~**§ 3.10.2** The Contractor, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Architect's approval. The Architect's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, or fails to provide submittals in accordance with the approved submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.~~

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the ~~Owner and Architect~~, Owner.

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The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the ~~Architect and Owner~~, and delivered to the ~~Architect for submittal~~ to the Owner upon completion of the Work as a record of the Work as constructed.

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§ 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. Notwithstanding these provisions, to the extent that professional design services are required for any portion of the Work except Work to be performed by the Owner, Contractor shall be responsible for contracting for such professional design services.

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

§ 3.12.10.2 If the Contract Documents require the Contractor's design professional to certify that the Work has been performed in accordance with the design criteria, the Contractor shall furnish such certifications to the Owner and Architect at the time and in the form specified by the Architect.

...

The Contractor shall provide the Owner and Architect with access to the Work in preparation and progress wherever located.

...

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications, or other documents prepared by the Owner or Architect. However, if an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect harmless from loss on account thereof.

...

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

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The Architect is retained by the Contractor and the Architect's duties to the Contractor shall be as set forth in a separate agreement between the Contractor and Architect. To the extent that the Architect's duties to the Contractor in this Article 4 are different from those set out in the separate Contractor-Architect agreement, the Contractor-Architect agreement shall control, but nothing in the Contractor-Architect agreement shall diminish Architect's responsibility to Owner as set forth herein.

§ 4.1.1 The Architect is the person or entity retained by the ~~Owner-Contractor~~ pursuant to Section 2.3.2 and identified as such in the Agreement.

~~§ 4.1.2 Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.~~

PAGE 20

§ 5.2.1 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner ~~and Architect~~ of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. ~~Within 14 days of receipt of the information, the Architect may notify the Contractor whether the Owner or the Architect (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review. Failure of the Architect to provide notice within the 14 day period shall constitute notice of no reasonable objection.~~

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner ~~or Architect~~ has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner ~~or Architect~~ has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner ~~or Architect~~ has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

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

...

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

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~~§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor, and Architect. Owner and Contractor. A Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor. An order for a minor change in the Work may be issued by the Architect alone.~~

PAGE 24

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

PAGE 26

~~§ 9.6.2 The Contractor shall pay each Subcontractor, no later than seven days after 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, 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 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.~~

PAGE 29

~~§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.~~

~~§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect. Owner.~~

PAGE 30

~~§ 11.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner, Architect, and Architect's consultants shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents. commercial general liability insurance as required to protect the Contractor, 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 the Contractor, its agents or employees, of materials, equipment, instrumentalities or other property, whether the same be owned by the 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.. 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. A certificate of insurance on a form acceptable to the Owner which verifies the existence of this insurance coverage must be provided to the Owner before work under this contract is begun. The Owner shall be named as an additional insured on a primary and noncontributory basis. The types of claims, required coverages and minimum limits of liability are as follows:

A. 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.

B. 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 therefor. Insurance coverages shall include:

Premise – Operations

Products-Completed Operations

Blanket Contractual – Such insurance and endorsements as will insure the obligations under the provisions of Subsection 11.1.5 of this Document.

Broad Form Property Damage

Personal Injury

Blanket Explosion, Collapse and Underground Property Damage

Operations of Independent Contractors

<u>Policy Limits:</u>	<u>General Aggregate</u>	<u>\$2,000,000.00</u>
	<u>Products/Completed Operations Aggregate</u>	<u>\$1,000,000.00</u>
	<u>Personal Injury</u>	<u>\$1,000,000.00</u>
	<u>Each Occurrence</u>	<u>\$1,000,000.00</u>

C. 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:

Business Auto Liability insurance including owned, hired and non-owned vehicles with limits of \$1,000,000.00

Combined Single Limit for each accident for bodily injury and death, or property damage.

D. The coverage limits required by Paragraphs (B) and (C) above may be achieved by the use of an Umbrella Excess Liability Policy.

The limits of liability specified shall be considered minimum requirements.

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 Owner and licensed to provide insurance in the state in which the Project is located.

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§11.1.2.1. The bond value requirements are as follows:

- a. Provide bonds on a standard surety bond form.
- b. Provide a 100 percent Performance Bond.
- c. Provide a 100 percent Payment Bond.
- d. Deliver bonds within 3 days after execution of the Contract.

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~~§ 11.2.1 The Owner shall purchase and maintain insurance of the will be responsible for purchasing and maintaining a "special form" or equivalent policy as described in the General Conditions of the Contract for Construction.~~

- ~~1. The General Conditions refers to the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Owner shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. A copy of the General Conditions of the Contract for Construction can be obtained at the office of the Architect.~~

...

11.3 Waivers of Subrogation

§ 11.3 Waivers of Subrogation

PAGE 33

The Owner, at the Owner's option, may purchase and maintain insurance that will protect as will insure the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire or other causes of loss. The Owner waives all rights of action against the Contractor and Architect for loss of use of the Owner's property, due to fire or other hazards property due to fire or hazards, however caused.

...

~~§ 12.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. Contractor. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5.~~

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The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. ~~If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.~~

...

~~§ 13.3.2 No action or failure to act by the Owner, Architect, or Owner 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.~~

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~~§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.~~

§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed; costs incurred by reason of the termination, including costs attributable to termination of Subcontracts; and the termination fee, if any, set forth in the Agreement. Contractor shall be entitled to receive payment for the Contractor for Work properly executed, along with reasonable overhead and profit for the completed Work.

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, _____, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 12:10:20 CT on 02/05/2026 under Order No. 2114522070 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A201™ – 2017, General Conditions of the Contract for Construction, other than those additions and deletions shown in the associated Additions and Deletions Report.



(Signed)

VP/CEO

(Title)

2/5/26

(Dated)



AGENDA ITEM

Big Lake City Council

Prepared By: <i>Hanna Klimmek, City Administrator</i>	Meeting Date: <i>2/18/2026</i>	<input checked="" type="checkbox"/> Regular Agenda Item <input type="checkbox"/> Consent Agenda Item	Item No. 7E
Item Description: <i>2025 Year in Review</i>	Reviewed By: <i>N/A</i>		
	Reviewed By: <i>N/A</i>		

ACTION REQUESTED

Staff presentation only. No action requested from the City Council.

BACKGROUND/DISCUSSION

At the City Council meeting, staff will present the 2025 Year in Review annual report.

FINANCIAL IMPACT

N/A

STAFF RECOMMENDATION

N/A

ATTACHMENTS

N/A



AGENDA ITEM

Big Lake City Council

Prepared By: <i>Greg Zurbey, Liquor Manager</i>	Meeting Date: <i>2/18/2026</i>	<input checked="" type="checkbox"/> Regular Agenda Item <input type="checkbox"/> Consent Agenda Item	Item No. 7F
Item Description: <i>Resolution Authorizing a Contract with a City Official</i>		Reviewed By: <i>Hanna Klimmek, City Administrator</i>	
		Reviewed By: <i>Deb Wegeleben, Finance Director</i>	

ACTION REQUESTED

Motion to approve a RESOLUTION authorizing a Contract with a City Official; accepting a quote submitted by Ken Geroux Construction Corp in the amount of \$58,679.38 to remodel office space at the Municipal Liquor Store located at 615 Rose Drive.

BACKGROUND/DISCUSSION

Staff is asking for approval to accept a quote submitted by Ken Geroux Construction (KGC) Corp in the amount of \$58,679.38 to remodel the office space at the Municipal Liquor Store, Lake Liquors.

Quotes were reviewed by the City Council at their workshop held on January 21, 2026. Council directed staff to move forward with the project and bring the low quote, submitted by KGC, to a future meeting for consideration. The floor plan drawing is attached, as well as the quote/scope of work.

As Council Member Ken Geroux has a financial interest in this quote, it is recommended he abstain from the vote on this item, and a Resolution authorizing a Contract with a City Official is included for Council consideration.

FINANCIAL IMPACT

\$58,679.38 as quoted by Ken Geroux Construction Corp.

STAFF RECOMMENDATION

Staff recommends Council approve the Resolution authorizing a Contract with a City Official.

ATTACHMENTS

- Attachment A – Quote/Scope of Work from KGC
- Attachment B – Floor Plan Drawing
- Attachment C - Resolution authorizing a Contract with a City Official
- Attachment D - Workshop memo from January 21, 2026 Council Workshop
- Attachment E - Draft Minutes from January 21, 2026 Council Workshop

Attachment A
Quote/Scope of Work from KGC



Ken Geroux Construction Corporation

Lic.# 2257

17211 198th Avenue NW P.O. Box 677 Big Lake, MN 55309

Office: 763-263-6878 Fax: 763-263-5686

Construction Proposal

December 23, 2025
Office Remodel
615 Rose Drive
Big Lake, MN 55309
ATTN: Greg (763) 251-1527

Ken Geroux Construction Corporation
17211 198th Ave NW
Big Lake, MN 55309
763-263-6878

SCOPE OF WORK TO INCLUDE: Office Remodel

Demo

- Cover floor and other objects as required
- Remove existing doors and windows
- Remove dropped ceiling
- Remove carpet
- Remove tile floor where required
- Remove office wall per plan
- Clean up and dispose of all construction debris

Frame

- Frame new wall per plan
 - 3 ½" metal stud framing
- Frame partition wall between offices
- Modify window and door openings per plan
- Install hollow metal door and window frames

Electrical

- Supply and install (4) RAB LED panel lights in offices
- Add outlets at desk locations
- Move data jacks as required
- Install occupancy sensor in each office

HVAC

- Modify supply locations
- Modify return locations as required
- Install transfer grills
- Install duct booster fans in supply ducts

Sprinkler System

- Modify sprinkler head location as required

Drywall/Paint

- Hang/tape/sand ½" drywall on new walls
- Patch/tape/sand drywall patches as required
- Prime all new drywall
- (2) coats of Emerald interior paint (egg shell finish)
 - Interior of offices
 - Exterior wall of offices
- Paint hollow metal door/window frames

Finishes

Install new ceiling grid and tile in offices (to match existing)

Modify ceiling grid on exterior office walls as required

Install commercial grade carpet in office

Install vinyl base

Install solid core doors (selection and finish TBD)

Install Schlage commercial hardware

BASE PRICE:

\$58,679.38

SPECIAL CONDITIONS:

Estimate is for scope of work as listed. Any additions or deletions to the scope of work if requested or required may affect final costs.

Payment Agreement: Full payment upon reasonable completion

Acceptance of Agreement

Contractor Signature

Owner Signature

Attachment B
Floor Plan Drawing



Site: 615 Rose Drive

Drawing:

Project:

Drawn: Jake Geroux

Notes: Ken Geroux Construction Corporation 17211 198th Ave NW Big Lake, MN 55309

Title: Office Remodel

Scale:

Date: 12/1/25

Rev: 2

Attachment C
Resolution authorizing a Contract with a City Official

**CITY OF BIG LAKE
MINNESOTA**

A general meeting of the City Council of the City of Big Lake, Minnesota was called to order by Mayor Paul Knier at 6:30 p.m. in the Council Chambers of City Hall, Big Lake, Minnesota, on Wednesday, February 18, 2026. The following Council Members were present: Ken Geroux, Ken Halverson, Paul Knier, Kim Noding, and Paul Seefeld. A motion to adopt the following resolution was made by Council Member _____ and seconded by Council Member _____.

**BIG LAKE CITY COUNCIL
RESOLUTION NO. 2026-XX**

A RESOLUTION TO CONTRACT WITH A CITY OFFICIAL

WHEREAS, the City of Big Lake desires to contract for the following services: office space remodel at the City's Municipal Liquor Store, Lake Liquors, as quoted by Ken Geroux Construction Corporation; and

WHEREAS, Ken Geroux is a Big Lake City Council Member, and will be financially interested in the contract; and

WHEREAS, it is determined that the contract price of \$58,679.38 is as low as, or lower than, the price at which the goods/services can be obtained elsewhere at this time; and

WHEREAS, the contract is not one that is required to be competitively bid.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Big Lake, Minnesota, that the City Administrator is directed to enter into the above-mentioned contract on behalf of the City with Ken Geroux Construction Corporation for a price of \$58, 679.38.

BE IT FURTHER RESOLVED that that the Mayor and City Administrator are directed to issue an order-check to pay the claim on the filing of an Affidavit of Official Interest by the interested official as required under Minn. Stat. § 471.89.

Adopted by the Big Lake City Council this 18th day of February, 2026.

Paul Knier, Mayor

Attest:

Gina Wolbeck, City Clerk

The following Council Members voted in favor:

The following Council Members voted against or abstained:

Whereupon the motion was duly passed and executed.

DRAFTED BY:

City of Big Lake

160 Lake Street North

Big Lake, MN 55309

STATE OF MINNESOTA)

SS.

COUNTY OF SHERBURNE)

The foregoing instrument was acknowledged before me this 18th day of February, 2026 by Paul Knier and Gina Wolbeck, the Mayor and City Clerk respectively, of the City of Big Lake, a Minnesota municipal corporation, on behalf of the corporation.

Notary Public

Attachment D
Workshop memo from January 21, 2026 Council Workshop



WORKSHOP ITEM

Big Lake City Council

Prepared By: <i>Greg Zurbey, Liquor Manager</i>	Meeting Date: <i>1/21/2026</i>	Item No. 4C
Item Description: <i>Discuss CIP Project at Lake Liquors</i>	Reviewed By: <i>Hanna Klimmek, City Administrator</i>	
	Reviewed By: <i>Deb Wegeleben, Finance Director</i>	

COUNCIL DIRECTION REQUESTED

Staff is requesting a discussion and direction regarding a remodeling project at Lake Liquors.

BACKGROUND/DISCUSSION

Staff has looked to improve the office and breakroom spaces at Lake Liquors for several years. The current design and layout does not make the best use of space or provide a private and secure location for the manager.

Currently there is one office shared by up to four full-time staff members. There is also steady traffic from staff, vendors, and customers within this one shared space. Staff has attempted to use some of the space in the breakroom, but this has proven to be inefficient as it is another multi-use space used frequently by other staff. The current office also has poor heating and cooling due to its design and location. Staff feels this project is needed for space, privacy, security, and efficiency.

Staff received two quotes for this project. Quote #1 is \$88,800, and Quote #2 is \$58,679.38. Both quotes are included as attachments.

FINANCIAL IMPACT

Funds to be used will come from the Liquor CIP fund and/or Liquor reserves.

STAFF RECOMMENDATION

Staff recommends accepting the \$58,679.38 quote submitted by Ken Geroux Construction and begin work when convenient for staff and the contractor.

Staff is looking for direction from Council to:

- Option 1 Move forward with the low quote of \$58,679.38, or
- Option 2 Do nothing and leave the spaces in their current configuration.

ATTACHMENTS

- Email from Jake Geroux
- Construction Proposal from Ken Geroux Construction
- Construction Proposal from Len’s Custom Remodeling, Inc.

RE: Preliminary Designs

From Jake Geroux <jake@kgccorp.com>
Date Mon 12/1/2025 3:07 PM
To Gregory Zurbey <GZurbey@Biglakemn.org>

 1 attachment (66 KB)
Office Remodel Design.pdf;

Greg,

Here is the revised design based on what we talked about earlier today. The space with the 2 work stations is scaled to size and there is a lot of room in there with this lay out. Overall this lay out provides more room for your office and the office with the 2 work spaces. I will start putting together an estimate and provide you with a formal proposal once I have my numbers put together.

Thank you,

Jake Geroux

Ken Geroux Construction Corporation

763-263-6878 Office

763-280-4319 Cell

763-263-5686

www.KGCCORP.com

"A CUT ABOVE EXCELLENT SINCE 1989"

From: Gregory Zurbey <GZurbey@Biglakemn.org>
Sent: Monday, December 1, 2025 10:48 AM
To: Jake Geroux <jake@kgccorp.com>
Subject: Re: Preliminary Designs

Great

From: Jake Geroux <jake@kgccorp.com>
Sent: Monday, December 1, 2025 9:58 AM
To: Gregory Zurbey <GZurbey@Biglakemn.org>
Subject: RE: Preliminary Designs

I will head up at 11 today if that works. Thanks Greg

Jake Geroux

Ken Geroux Construction Corporation

763-263-6878 Office

763-280-4319 Cell



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SPECIAL CONDITIONS:

Estimate is for scope of work as listed. Any additions or deletions to the scope of work if requested or required may affect final costs.

Payment Agreement: Full payment upon reasonable completion

Acceptance of Agreement

Contractor Signature

Owner Signature

Len's Custom Remodeling INC.

Estimate

**Lake Liquor Big Lake
615 Rose Drive
Big Lake, MN 55309**

Work to be done at the address to make 2 offices out of 1

Remove and reuse the door in the break room and demo wall out and move it over to make room for a new wall approximately 5 feet over, down the length of the break room that way we have a new spot to relocate the entire electrical panel and circuits. Rework the ceiling tiles and install 2 new lights in the breakroom remove the carpet that is in there right now and grind the floor smooth to install new luxury vinyl plank in the breakroom. Bump out the entry area to the current office approximately a 5x5 area and chip out the tiles and frame in the walls area for the new door way location and a new 4x4 steel framed window to match the rest. Rework the ceiling tiles and install 2 new lights and rework the switch and outlets to work for new office. Build a new wall to divide the big area to make 2 offices. One office will be approximately 22'x10' the other will be 16'x6' both rooms to get new commercial carpet tiles. New smaller office will need a new entry door to be installed where the breakroom door was remove the big double window and install a 4x4 steel frame one to match the current ones. Rework the new smaller office electrical with 2 new lights and needed outlets and switches as needed. All sheet rock and taping to be done in steps to keep the working clean as best as possible. There will be a dust wall set up as long as needed to keep everything as clean as possible. All walls to be painted 2 coats of color to be selected by manger. LVP and Carpet color to be selected by owner

All labor materials provided to complete the work. There will be over night work to be done when needed either be shutting the power off or really noisy or over powering smell from flooring adhesives. Permit allowance \$1,500

Total \$88,800 eighty-eight thousand eight hundred dollars

16713 County Road 14 □ Elk River □ Minnesota □ 55330
□ cell 763-238-6264 □
lenscustomremod@gmail.com □ Contractor's License #BC417712

Attachment E
Draft Minutes from January 21, 2026 Council Workshop

minimal start-up costs for the City. Zurbey mentioned adjustments on markups can be made on products to ensure the relationship is profitable for the City. Zurbey also noted staff recommends entering into a contract with DoorDash if staff and the City Attorney agree this would be an appropriate move for the City.

Council Member Halverson asked how the delivery driver will monitor whether or not they are delivering to legal-aged individuals. Zurbey reviewed the drivers have to go through training and have a certain rating before they are allowed to deliver liquor products. They are required to card the recipient and document they checked identification. Halverson asked if THC products can also be delivered through this service, and Zurbey responded they can be.

Council Member Noding asked if delivery drivers have to be 21-years of age or older. Zurbey responded they do, in addition to meeting rating and training guidelines, and have four-years of service with DoorDash. Noding commented Sherburne County won't be able to do compliance checks on deliveries.

Mayor Knier asked if the City will be liable if the driver has an accident, and Zurbey responded the City will not be liable.

Noding asked if we could try this delivery service on a trial basis. Zurbey discussed if the service isn't working within the first 30 days, we wouldn't continue. Zurbey also noted if the service is not financially beneficial for the City, we will be able to cancel at any time.

Council directed Staff to continue to move forward with DoorDash as a potential delivery service at the municipal liquor store.

4C. Lake Liquor Office Space Remodel Project Discussion

Greg Zurbey discussed needed improvements in the office and breakroom spaces at Lake Liquors, noting the current design and layout does not make the best use of space or provide a private and secure location for the store manager. Currently there is one office shared by up to four full-time staff members. There is also steady traffic from staff, vendors, and customers within this one shared space. Staff has attempted to use some of the space in the breakroom, but this has proven to be inefficient as it is another multi-use space used frequently by other staff. The current office also has poor heating/cooling due to its design and location. Staff feels this project is needed for space, privacy, security, and efficiency. Zurbey reviewed staff received two quotes for this project. Quote No. 1 is \$88,800, and Quote No. 2 is \$58,679.38.

Council Member Halverson discussed the quotes are very far apart in cost, noting he is afraid the quotes aren't apples to apples and would like to confirm they were quoted the same. Council Member Noding agreed, noting we had the same problem with the Fire Department roof quotes. Zurbey discussed both contractors were provided with the same specifications. Council Member Geroux discussed in an effort to maintain separation, he did not work with the Liquor Store on this quote. He does know they did run it through their design team to come up with the best floor plan at the most economical cost, which is what they submitted. Zurbey stated both quotes are itemized. Zurbey also discussed the original quote

does indicate overnight work, which was not requested by the City.

Mayor Knier stated he has worked with this company many times, and if they feel the specifications listed in the quote are necessary, he is fine with their recommendations. Halverson discussed he doesn't have a problem with Ken Geroux Construction, he just wants the quotes to be apples to apples. Council Member Noding asked staff if the scope looks comparable in both quotes, and Zurbey responded they do look comparable, minus the one company being willing to do work overnight. Halverson noted if Council feels the quotes are comparable, he is fine with moving forward with the Ken Geroux Construction quote.

Council directed Staff to bring the \$58,679.38 quote submitted by Ken Geroux Construction to the next Council Meeting for Council consideration. Deb Wegeleben discussed Council Member Geroux will be asked to abstain from voting on the quote.

4D. Review 2026 Management Team Work Plan

Hanna Klimmek discussed staff's recommendation for the City Council to review the 2026 Management Team Work Plan, which was created for the 2026 calendar year and based on the City's Strategic Plan. The Work Plan identifies projects that go beyond the City's routine, day-to-day services. Staff believe the goals outlined in the work plan align with the City's Strategic Plan objectives. While many initiatives will be led by a single department head, most will involve multiple departments and will require time and effort from staff across the organization. Klimmek noted the work plan will be brought back to the City Council for a mid-year review during the June 17, 2026 Council Workshop. Klimmek also discussed the delivery of core services remains the City's top priority, and as a result, some goals identified in the work plan may be delayed, modified, or not initiated in 2026 due to time and capacity constraints.

Council Member Halverson asked if we have considered the compost site relocation project, asking what the expected timeframe is for that project to be discussed. Klimmek reviewed a meeting is set for next week for an initial conversation that will include engaging with Sherburne County and financing. Klimmek noted there is desire for this conversation amongst the departments.

Halverson also asked where we are at with the fuel tank project at the Public Works building. Klimmek reviewed the last discussion with Norm Michels was he has a concept plan drawing and is working with the Fire Marshall on location for a future fuel tank. Council Member Seefeld discussed it is listed on the project board. Layne Otteson noted the potential cost has created a pullback, and Klimmek discussed we need an approved concept before it comes to Council. Seefeld asked if there will be a set fee for usage, questioning if it will actually save us money. Halverson commented it could be a cost savings by having the tank at Public Works instead of having staff go to convenience stores to purchase fuel.

4E. Discuss Updating Engineering and Private Development Standards

Layne Otteson reviewed Council adopted the Private Development Standards in 2013, which provide for consistent construction of infrastructure and development as the City grows. The document includes acceptable materials, construction summaries, checklists, specifications, standard details, reference



AGENDA ITEM

Big Lake City Council

Prepared By: Gina Wolbeck, City Clerk	Meeting Date: 2/18/2026	<input checked="" type="checkbox"/> Regular Agenda Item <input type="checkbox"/> Consent Agenda Item	Item No. 9
Item Description: Council Reports		Reviewed By: Hanna Klimmek, City Administrator	
		Reviewed By: N/A	

ACTION REQUESTED

No Action Required.

BACKGROUND/DISCUSSION

Item 9 on the Council Meeting Agenda allows an opportunity for the Mayor and Council Members to provide an update on committee meetings they have attended, as well as ask questions and or comment on whatever topic(s) they wish to. Listed below are known committee meetings that were scheduled since the last Council Meeting:

Mayor Knier

- CANCELLED - Big Lake Economic Development Authority Meeting

Council Member Geroux

- CANCELLED - Big Lake Economic Development Authority Meeting

Council Member Halverson

- Big Lake Beyond the Yellow Ribbon

Council Member Noding

- Big Lake Community Lakes Association
- Parks Advisory Committee

Council Member Seefeld

- CANCELLED - Planning Commission Meeting

FINANCIAL IMPACT

N/A

STAFF RECOMMENDATION

N/A

ATTACHMENTS

N/A



INFORMATIONAL ONLY

Big Lake City Council

<i>DRAFT CITY COMMISSION MINUTES</i>	FYI
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BACKGROUND

City Commissions meet regularly to review various projects underway in the City. In an effort to better inform members of the City Council, Staff is providing copies of minutes from meetings of the Big Lake Planning Commission, Big Lake Economic Development Authority (BLEDA), and the Big Lake Parks Advisory Committee.

Commission minutes will be provided in DRAFT form if they have not yet been approved by their specific Board. If minutes have been approved, the finalized version will be provided to Council.

The following minutes are being provided as informational only and do not require any action from the City Council:

- **January 26, 2026 Parks Advisory Committee – draft minutes attached**
- **February 2, 2026 Planning Commission Minutes – meeting was cancelled**
- **February 9, 2026 BLEDA Meeting – meeting was cancelled**

**PARKS ADVISORY COMMITTEE
MEETING MINUTES
JANUARY 26, 2026**

1. CALL TO ORDER

Vice-Chair Creighton called the meeting to order at 6:00 p.m.

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

Committee Members present: Scott Creighton, Kameron Hanson, Kim Noding, Lisa Odens, and Megan Weber. Committee Members absent: Doug Peterson, Jeff Webster. Also present: Streets, Parks, and Fleet Superintendent Norm Michels, Finance Director Deb Wegeleben, and Recreation and Communication Coordinator Corrie Scott.

5. OPEN FORUM

Vice-Chair Creighton opened the open forum at 6:01 p.m. No one came forward. Vice-Chair Creighton closed the open forum at 6:01 p.m.

4. ADOPT AGENDA

Committee Member Odens motioned to approve the agenda as presented. Seconded by Committee Member Noding, unanimous ayes, motion carried.

6. APPROVAL OF MINUTES

Committee Member Hanson motioned to accept the November 17, 2025 Parks Advisory Committee minutes as presented. Seconded by Committee Member Weber, unanimous ayes, motion carried.

7. BUSINESS

7A. MITCHELL FARMS PARK SURVEY RESULTS

Scott reviewed that the Mitchell Farms Park survey was mailed along with the monthly water bill to City of Big Lake residents in late December and also published for the general public on

Facebook and the City's website. She reviewed the survey results from 259 individuals with 249 who confirmed they are Big Lake residents.

She stated that with the community's feedback collected, the PAC has an opportunity to make a formal recommendation to Council, requesting for further discussion and a timeline to replace playground equipment at Mitchell Farms Park.

Weber recommended combining the 'likely' and 'very likely' responses when presenting to City Council so that the scale is more straightforward for Council when they review it. Scott stated that she will look into the ability to combine responses on Survey Monkey. Noding stated that she prefers to remove the neutral option in the question about playground equipment. Scott stated that there potentially residents that don't feel strongly one way or the other regarding playground equipment being replaced and that is why a neutral option was included. Noding stated that she would like to know for sure whether an individual wants to equipment or doesn't. Odens interprets the neutral option as not supporting the replacement of playground equipment.

Noding stated that there were numerous people who commented and didn't realize that the City of Big Lake currently has pickleball courts at an existing park and asked if there is a way to promote the pickleball courts more. Scott stated that she is happy to post on social media about the pickleball courts when it gets closer to spring. Odens asked about including messages about pickleball in an upcoming water bill mailing and if that is a large cost. Scott stated that the City's quarterly newsletter has been changed in 2026 to a monthly one-page newsletter that is included in the water bills. She stated that if there is room, this is a great place to include updates on the park system or reminders about park amenities and rules. She stated that it is also posted on the City's website and Facebook and that there is no additional cost because it is already being printed and mailed out each month.

Weber asked if each unit in an apartment building receives a copy of the newsletter in the mail. Wegeleben stated that the water bills only go to the owner of the property and that individual units would not receive a mailed copy. Weber asked if there is a way to get a hard copy posted in the apartment lobbies in Big Lake. Scott stated that there is a copy posted on the City's website and Facebook and printed copies in the lobby at City Hall. Wegeleben stated that staff can request that the apartment complexes post the newsletter, but it is ultimately their choice. Weber stated that especially for the survey, it is a large portion of the City's population that isn't receiving the mailers. Scott stated that the survey results may seem low, but that it can be tough to get people to take a survey, and the results that came back were a decent number of respondents.

Odens recommended that copies of the survey or newsletter could be posted in local businesses on bulletin boards or at local events. Weber recommended having a question in the next survey regarding their type of residence so that we have an idea of who is receiving and taking the survey. Scott stated that the Parks Advisory Committee could assist with spreading the information by bringing print copies to local businesses and sharing the information on social media. She stated

that she plans to bring the upcoming survey and newsletters to the summer farmers market for area residents to take with them.

Hanson stated that the feedback that came in from the Mitchell Farms Park survey was what he had expected with the majority wanting the playground equipment replaced. He asked the PAC what they would like to recommend to City Council regarding amenity replacement. Creighton asked if a motion should be made. Michels stated that a formal motion to recommend that Council has a discussion regarding Mitchell Farms Park would be the first step. He stated that if Council recommends staff look into options for replacing park amenities at Mitchell Farms Park, then there would be further research on additional low cost options.

Creighton stated that Council was given a recommendation from the PAC and it was turned down and he is asking how this motion would be different. Michels clarified that because there is now community feedback through the Mitchell Farms Park survey results, it would warrant a new discussion. Noding stated that CEDA is also looking for grants, so it is important to have Council support on researching options for the park's amenities.

Odens asked if there is currently funding that could be used for Mitchell Farms Park that Council wanted to save as a buffer. Noding confirmed that there is some funding that can be used. Odens asked if there are separate types of funding for maintaining existing parks rather than new park creation. She stated that residents often choose a location when purchasing a home based on the existing parks in the area and she would rather see current parks be maintained rather than those amenities be removed and new parks being created. Wegeleben stated that full playground equipment replacement is not considered general maintenance and that capital funds are used for full playground equipment replacement. She stated that some general fund dollars are transferred to the capital fund and that park dedication funds can also be used for full playground replacement.

Noding asked if the funds that are typically used for full playground equipment was suffering. Wegeleben stated that those funds were being depleted and that staff and City Council are working to make those funding sources more sustainable. She stated that finding some grant funding would help to offset these costs as well. Noding asked if another survey can go out to residents regarding specific amenity options. Michels stated that Council will need to direct staff to look into specific options for amenities before another survey can go out or staff can research Mitchell Farms Park options any further. He stated that once Council makes a recommendation for staff to do further research a survey could go out with more specific amenity options such as a BMX track, basketball hoops, or different styles of playground equipment.

Weber asked if the City Council will see the Mitchell Farms Park survey results formally or if a motion needs to be made. Michels confirmed that a motion is needed for the survey results to be formally presented at a Council Workshop meeting. Hanson asked about the skate park. Michels stated that the skate park discussion is going to the City Council in March. Creighton asked if

Mitchell Farms Park will be presented at the same meeting as the skate park. Michels stated that he is unsure when there will be room on the upcoming City Council Workshop agendas, but that he will try to have it on the March agenda if possible. He stated that City Council is going from two meetings a month to one meeting a month in 2026, so if an item related to City Hall or the Wastewater Treatment Plant come up, that they take priority over Mitchell Farms Park.

Creighton asked if he can attend a City Council meeting to speak about Mitchell Farms Park. Michels stated that residents have an opportunity at every Council meeting to speak at Open Forum, but that Council will not answer questions at that time. Wegeleben stated that Council's focus at upcoming Workshops has been the Wastewater Treatment Plant. Odens asked if this is the first year that the Council meeting schedule has changed and if a special meeting can be called if needed to get caught up on Workshop items. Wegeleben confirmed that this is the first year for the meeting schedule change and that City Council can call a special meeting if needed.

Odens asked if the funding issue has been corrected or if there will continue to be funding concerns in the future. Wegeleben stated that they are looking to the future and are planning for future playground replacements, but that City Council has the ultimate control of funds and what they are spent on. She stated that if in the future the City Council could potentially vote against funding playground replacement, but staff is doing what they can to budget for upcoming playground replacement as needed.

Michels stated that March is the earliest that Mitchell Farms Park would go to City Council and it could take longer depending on other Workshop agenda items. Creighton asked if the skate park and Mitchell Farms Park playground would be funded through the same source. Noding stated that the concept plans for the skate park are necessary for the City to seek grant funding. She stated that CEDA is seeking grant funding for both, but that it isn't guaranteed. Michels stated that CEDA is also seeking grant funding for some of the work that will be done at Shores of Lake Mitchell, Lake Ridge, and Lakeside Park. Noding stated that it will be important to get updated concept plans for Mitchell Farms Park so that CEDA can seek grant funding. Noding stated that Council has two extremely large projects in 2026 including the Wastewater Treatment Plant and Public Safety Facility so that is what is taking priority at Council meetings.

Committee Member Weber motioned to recommend to Council, requesting for further discussion regarding Mitchell Farms Park survey results and a timeline to replace park amenities at Mitchell Farms Park. Seconded by Committee Member Creighton, unanimous ayes, motion carried.

7B. 2026 CHAIR AND VICE-CHAIR POSITIONS

Michels reviewed that in 2025, the Parks Advisory Committee Chair and Vice-Chair positions were held by Doug Peterson and Scott Creighton, respectively. He asked the Committee to: 1) discuss if they would like to either volunteer for one of the positions or nominate another Commissioner;

and 2) make a motion to recommend appointments to the Parks Advisory Committee Chair and Vice-Chair positions for 2026.

Odens asked if anyone has heard from Chair Peterson on whether he would like to be the Chair again. Scott stated that she sent Peterson an email and that he hadn't said whether he would like to be the Chair again or not. She stated that he has been the Chair for quite a few years. Creighton stated that he would like to nominate Peterson as Chair. Hanson asked if Creighton would like to be the Vice-Chair again. Creighton stated that he would like to be the Vice-Chair. Odens asked if anyone else is interested in taking one of the roles. Weber stated that she is happy to take either role, but she is happy to keep it as it has been.

Committee Member Creighton motioned to recommend Doug Peterson as Parks Advisory Committee Chair and Scott Creighton as Parks Advisory Committee Vice-Chair for 2026. Seconded by Committee Member Hanson, unanimous ayes, motion carried.

7C. CURRENT BALANCE OF FUNDS UPDATE

Wegeleben reviewed the current city budget pertaining to parks. She stated that there are some proposed developments that may contribute to the Park Dedication Fund in the near future. Weber asked if anything else needs to come out of the CIP fund regarding the parks that were recently approved. Wegeleben stated that nothing else would need to come out of that fund for the three approved parks. Weber stated that the amount that Mitchell Farms Park was quoted for playground replacement wouldn't fully deplete the CIP fund. Wegeleben stated that the skate park would also come from that fund. Odens asked about the potential skate park cost. Wegeleben stated that the cost will likely be around \$350,000 for the skate park. She stated that this could be different if CEDA is able to find grant funding.

Noding asked about baby swings and if they can be included in the recently approved parks. Michels stated that he can't return the swings that are already purchased, but that they can be saved for future replacements. He stated that two of the parks can accommodate a baby swing and he plans to purchase them and install them this spring. Creighton asked about adding picnic tables at Mitchell Farms Park in the meantime. Michels stated that he can add picnic tables this spring. Odens asked about soccer nets. Michels stated that there are soccer nets at Shores of Lake Mitchell, and they were recently replaced.

Noding stated that basketball hoops were a great suggestion in the Mitchell Farms Park survey. Odens stated that if Council directs staff to look into Mitchell Farms Park, it would be an interesting potentially low cost option to include basketball courts. Odens stated that she has seen creative park systems in other communities that seem to be made by the community and city staff. She stated that it would be great to think outside the box for potential parks options for Mitchell Farms Park.

7D. STAFF UPDATES

Scott reviewed the status of various programs and recreation taking place in the community's parks. She stated that the Holiday Lighting Contest had lower involvement this year, but that they plan to extend the voting period and potentially change the prizes for 2027. She stated that she is working on planning for the Music in the Park series and Big Lake Farmers Market summer season including sponsorships, music, food trucks, and vendors. She reviewed that Community Gardens and Park Facility Rental applications are open for the 2026 season, and that Community Gardens are seeing more applications than previous years. She noted that applications are open for the Outstanding Citizen of the Year Award nominations.

Michels reviewed the status of current park projects and maintenance in the community. He stated that he is looking into adding baby swings to the newer playgrounds. He stated that the park equipment for Shores of Lake Mitchell, Lake Ridge, and Lakeside Parks have arrived and are being stored until the spring. He stated that the weather has been helpful for the ice rinks this year.

7E. STRATEGIC PLAN STANDING ITEM

Michels reviewed the Strategic Plan and asked for the PAC to recommend revisions as needed. Scott stated that the Strategic Plan was updated for 2026 and will continue to be updated if changes are needed in the spring and summer months.

Noding asked staff to notify the PAC when the Mitchell Farms Park discussion will go to the City Council. Michels stated that in the summer months he is hoping to bring the ice rinks discussion to a City Council Workshop. Wegeleben stated that the church where the ice rinks are located may be moving to Becker and that could affect when the ice rinks are located.

8. COMMITTEE MEMBERS' REPORTS – None.

9. OTHER – None.

10. ADJOURN

Committee Member Hanson motioned to adjourn the meeting at 7:08 p.m. Seconded by Committee Member Odens, unanimous ayes, meeting adjourned.