



CITY OF HOWARD LAKE

City Council Meeting

*The City of Howard Lake strives to build upon its good neighbor traditions –
A welcoming community for all, supported by vibrant and engaged businesses and community organizations, involved
citizens, and diverse amenities that provide a well-rounded quality of life.*

TENTATIVE AGENDA

April 18, 2022 – 7:00 pm

A. CALL TO ORDER

B. PLEDGE OF ALLEGIANCE

C. APPROVAL OF AGENDA

Any additions, deletions, modifications to the agenda will be done at this time.

D. COUNCIL MEETING MINUTES

- a. Consider Approving Council Meeting Minutes and Work Session Minutes from the March 21, 2022 Meetings.

E. CITIZEN INPUT

F. COUNCIL/COMMITTEE REPORT

G. DEPARTMENT REPORTS

- a. Howard Lake Wine and Spirits Report
- b. South Shore Event Center Report

H. CONSENT AGENDA

- a. Consider Accepting all Reports & Payment of Claims.
- b. Consider Approving Various Personnel Appointments.
- c. Consider Approving Downtown Revitalization Grant for Reeds & Rushes Event Center.
- d. Consider Approving Amended Resolution 22-02 for MDE Library Grant.
- e. Consider Approving Use of Public Property for BBQ Event in Block 18.

I. PRESENTATIONS, PUBLIC HEARINGS & RELATED APPROVALS

J. NEW BUSINESS

- a. Consider Approving Construction Manager Contract for Library Project.
- b. Consider Resolution 22-10 Approving Site Plan, Variance and CUP for Library Project.
- c. Consider Approving 2022 Street Maintenance Quotes.
- d. Consider Approving Purchase of Property for Terning Trails Park Dedication.
- e. Consider Resolution 22-11 Waiving Special Assessments in Terning Trails Plat 2.

K. OLD BUSINESS

L. ADMINISTRATOR'S REPORT

M. ADJOURN

NOTE: The City Council will adjourn into a Study Session following the Regular Meeting.



CITY OF HOWARD LAKE

Nicholas A. Haggenmiller, City Administrator

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HOWARD LAKE CITY COUNCIL

Howard Lake City Hall -

March 21, 2022

MEETING MINUTES

COUNCIL PRESENT

Mayor Zimmerman

Tom Kutz

Allan Munson

Gene Gilbert

COUNCIL ABSENT

Jason Deiter

STAFF PRESENT

Nick Haggenmiller, City Administrator

Meagan Theisen, Assistant City Administrator

Jared Merges, Public Works Lead

Josh Halvorson, Bolton and Menk

Shannon Sweeny, David Drown Associates

ALSO PRESENT

Herald Journal

CALL TO ORDER

Mayor Zimmerman called the meeting to order at 7:00 p.m.

PLEDGE OF ALLEGIANCE

All present recited the Pledge of Allegiance.

APPROVAL OF AGENDA

Move Item C – Resolution Vacating Alley and Adjacent Public Property off of the Consent Agenda to New Business.

Council Member Kutz moved to approve the agenda with the suggested changes. The motion was seconded by Council Member Munson and passed unanimously.

APPROVAL OF MINUTES

The minutes of the February 15th Regular Council Meeting were reviewed by Council.

Council Member Kutz moved to approve the minutes. The motion was seconded by Council Member Munson and passed unanimously.

CITIZEN INPUT

No residents addressed the Council.

COUNCIL/COMMITTEE REPORT

Gilbert provided update from the Parks and Planning Commission Meeting on March 9th.

DEPARTMENT REPORTS

Receive and file the Howard Lake Wine and Spirits report.

CONSENT AGENDA

a. CONSIDER ACCEPTING ALL REPORTS AND PAYMENT OF CLAIMS

GENERAL FUND	58904-59143	\$908,579.44
PAYROLL	27037-27068, 51868-501973	\$111,285.24
ELECTRONIC	1121-1157	\$88,170.91
TOTAL		\$1,108,035.59
AMBULANCE CLAIMS	5819-5840	\$25,465.24
ELECTRONIC	-	\$0
TOTAL		\$25,465.24

b. CONSIDER DECLARING PROPERTY SURPLUS AND DIRECT STAFF TO DISPOSE OF PROPERTY

Council Member Munson moved to approve the Consent Agenda. The motion was seconded by Council Member Kutz and passed unanimously.

PUBLIC HEARING/PRESENTATION

a. PRESENTATION/INTRODUCTION: JON KUHLMANN, CITIZENS ALLIANCE AGENCY [2022 LMCIT POLICY]

Jon Kulmann introduced himself and shared policy changes.

b. PUBLIC HEARING: EDA REDEVELOPMENT PLAN CONSIDER RESOLUTION 22-07

Mayor Zimmerman closed the regular meeting and opened the Public Hearing 7:11 pm.

Sweeney reviewed the staff report, explaining the EDA lease loan and how the redevelopment area was selected.

Mayor Zimmerman closed the Public Hearing at 7:18 and reopened the regular meeting.

Council Member Gilbert moved to approve Resolution 22-07 APPROVING REDEVELOPMENT PROJECT AREA AND PLAN. The motion was seconded by Council Member Munson and passed unanimously.

c. Presentation/Report: Jennifer Selchow, Bolton and Menk, Water Resource Study

Halvorson introduced Jennifer and Ryan from his project team at Bolton and Menk.

Selchow presented the Water Resource Study and responded to questions from the Council.

NEW BUSINESS

a. CONSIDER SCOPE AND FEE FOR PRELIMINARY ENGINEERING REPORT FOR 2023 STREET & UTILITY PROJECT

Haggenmiller and Halvorson reviewed the staff report and project area.

Council Member Munson moved to approve the engineering scope. The motion was seconded by Council Member Gilbert and passed unanimously.

b. CONSIDER DATE/TIME/FEEES FOR SPRING CITY WIDE CLEAN UP DAYS

Theisen reviewed the staff report, highlighting the dates, time and changes to fees. The clean up site will be at Memorial Park as it has been the last two years.

Council Member Kutz moved to approve the Dates/Time/Fees for the Spring City Wide Clean Up. The motion was seconded by Council Member Munson and passed unanimously.

c. CONSIDER RESOLUTION 22-09 ESTABLISHING ABSENTEE VOTING LOCATION AT CITY OFFICES

Theisen reviewed the staff report and explained the absentee voting process.

Council Member Gilbert moved to approve Resolution 22-09 Establishing Absentee Voting Location at City Offices. The motion was seconded by Council Member Kutz and passed unanimously.

d. CONSIDER PURCHASE OF 2024 PLOW TRUCK

Haggenmiller reviewed the staff report.

Merges also shared his experience with Mack plow trucks and how add on equipment was determined.

Council Member moved to approve the Plow Truck and equipment from Nuss and TowMaster. The motion was seconded by Council Member Kutz and passed unanimously.

e. CONSIDER RESOLUTION 22-08 VACATING ALLEY AND ADJACENT PUBLIC PROPERTY

Haggenmiller reviewed the staff report and the public hearing that was held in February.

Council Member Kutz moved to approve Resolution 22-08 Vacating Alley and Adjacent Public Property. The motion was seconded by Council Member Munson and passed unanimously.

OLD BUSINESS

None.

ADMINISTRATORS REPORT

Haggenmiller provided an update on the smoke test performed at the Liquor Store, Spring Road Restrictions and the Comp Plan Survey.

ADJOURN

Council Member Kutz moved to adjourn the meeting at 8:30 pm. The motion was seconded by Council Member Munson and passed unanimously.

Attest – City Administrator/Clerk

Mayor

**HOWARD LAKE CITY COUNCIL
WORK SESSION
March 21, 2022**

Website Redevelopment Options

Theisen shared the need for a new website.

Council would like to see website samples and quotes.

Howard Lake Foods Update

Haggenmiller provided an update on Howard Lake Foods.

Howard Lake Wine & Spirits

Profit & Loss Statement

for the period 3/1/2022 to 3/31/2022

SALES	Mnthly Amnt	YTD Amount	Budget	% of Budget	2021 Mnthly Amt	2021 YTD1Amt	+/- Pr Yr
Liquor	\$ 26,786	\$ 77,821	\$ 397,000	20%	\$ 28,016	\$ 81,992	\$ (4,171)
Beer	\$ 38,747	\$ 107,175	\$ 675,000	16%	\$ 43,012	\$ 123,592	\$ (16,416)
Wine	\$ 7,012	\$ 24,298	\$ 102,000	24%	\$ 7,233	\$ 25,560	\$ (1,262)
Discounts	\$ (1,388)	\$ (5,497)	\$ (18,000)	31%	\$ (1,110)	\$ (4,920)	\$ (576)
Misc(Pop/Mixes/Tobaco)	\$ 1,290	\$ 3,698	\$ 33,600	11%	\$ 1,194	\$ 3,480	\$ 218
Non Tax	\$ 396	\$ 1,021	\$ 14,400	7%	\$ 381	\$ 1,318	\$ (297)
Loyalty Program	\$ -	\$ (9)	\$ (3,000)	0%	\$ (27)	\$ (91)	\$ 81
On Sale Revenue - SSEC	\$ 550	\$ 1,094			\$ -	\$ 250	
Other Revenue	\$ 10	\$ 62			\$ 14	\$ 61	
TOTAL SALES	\$ 73,403	\$ 209,663	\$ 1,201,000	17%	\$ 78,712	\$ 231,242	\$ (22,423)
COST OF SALES							
Liquor	\$ 18,960	\$ 55,028	\$ 228,000	24%	\$ 19,083	\$ 55,698	\$ (671)
Beer	\$ 30,205	\$ 82,458	\$ 532,000	15%	\$ 32,570	\$ 93,910	\$ (11,452)
Wine	\$ 4,998	\$ 17,328	\$ 66,000	26%	\$ 4,878	\$ 16,459	\$ 869
Misc Tax	\$ 858	\$ 2,345	\$ 17,500	13%	\$ 305	\$ 2,216	\$ 130
Misc Non Tax	\$ -	\$ -	\$ 8,500	0%	\$ -	\$ 179	\$ (179)
Freight	\$ 788	\$ 1,863	\$ 8,000	23%	\$ 583	\$ 2,012	\$ (148)
TOTAL COST OF SALES	\$ 55,810	\$ 159,022	\$ 860,000	18%	\$ 57,419	\$ 170,473	\$ (11,451)
GROSS PROFIT	\$ 17,594	\$ 50,641					
EXPENSES							
Wages/Benefits	\$ 13,122	\$ 41,596	\$ 171,825	24%	\$ 11,204	\$ 39,390	\$ 2,206
Consulting	\$ 1,000	\$ 3,000	\$ 12,000	25%	\$ 700	\$ 2,100	\$ 900
Training & Seminars	\$ -	\$ -	\$ 1,000	0%	\$ 60	\$ 60	\$ (60)
Travel	\$ -	\$ -	\$ 1,000	0%	\$ 155	\$ 194	\$ (194)
Dues & Subscriptions	\$ -	\$ -	\$ 1,000	0%	\$ -	\$ 20	\$ (20)
Cash Short/Over	\$ (43)	\$ 26	\$ -		\$ (22)	\$ 72	\$ (46)
Credit Card Expense	\$ 1,314	\$ 4,293	\$ 18,000	24%	\$ 1,212	\$ 4,648	\$ (355)
Insurance	\$ 6,611	\$ 6,611	\$ 9,300	71%	\$ 1,920	\$ 9,152	\$ (2,541)
Repair & Maintenance	\$ 474	\$ 1,438	\$ 8,000	18%	\$ 375	\$ 1,771	\$ (333)
Computer Supplies/Technology	\$ 383	\$ 383	\$ 4,500	9%	\$ 1,182	\$ 3,445	\$ (3,062)
Utilities	\$ 1,709	\$ 3,785	\$ 12,000	32%	\$ 1,852	\$ 3,228	\$ 557
Advertising	\$ -	\$ 143	\$ 2,500	6%	\$ -	\$ 1,976	\$ (1,833)
Misc	\$ 6,701	\$ 6,851	\$ 5,000	137%	\$ -	\$ 599	\$ 6,252
Depreciation	\$ 625	\$ 1,875	\$ 7,500	25%	\$ 625	\$ 1,875	\$ -
TOTAL EXPENSES	\$ 31,895	\$ 70,000	\$ 253,625	28%	\$ 19,263	\$ 68,529	\$ 1,471
PROFIT/(LOSS)	\$ (14,301)	\$ (19,360)			\$ 2,031	\$ (7,761)	

South Shore Event Center

Profit & Loss Statement

for the period 3/1/2022 to 3/31/2022

SALES

	Mnthly Amnt	YTD Amount	Budget	% of Budget
Rental	\$ 250	\$ 2,640		
Security	\$ 270	\$ 270		
Staff - On Sale	\$ 300	\$ 300		
Miscellaneous On Sale	\$ -	\$ (16)		
Liquor/Beer/Wine On Sale	\$ 250	\$ 810		

TOTAL SALES

\$ 1,070	\$ 4,004	\$ -
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EXPENSES

Wages	\$ -	\$ -
Equipment	\$ -	\$ -
Insurance	\$ -	\$ -
Repair & Maintenance	\$ 504	\$ 504
Computer Supplies/Technology	\$ -	\$ -
Utilities	\$ -	\$ -
Advertising	\$ 2,196	\$ 2,196
Misc	\$ 283	\$ 998

TOTAL EXPENSES

\$ 2,983	\$ 3,698	\$ -
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PROFIT/(LOSS)

\$ (1,913)	\$ 305
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	Month	Year to Date
Weekday Event	0	0
Weekend Event (Single Day)	3	9
Whole Weekend	0	0
	3	9

CITY OF HOWARD LAKE
CLAIMS & DONATIONS APPROVED
DATE - March 22 - April 18, 2022

GENERAL FUND	CHECKS: 59144 - 59241	\$249,577.33
PAYROLL	27069-27078, 501974 – 502023	51,851.68
ELECTRONIC	1158 - 1176	<u>48,579.20</u>
TOTAL		\$350,008.21

AMBULANCE CLAIMS	CHECKS: 5839 - 5862	\$18,018.32
ELECTRONIC	-	0
TOTAL		\$18,018.32

Approved:

1010 CITIZEN ALLIANCE

1158e	INTERNAL REVENUE SERVICE	3/23/2022	\$6,785.35	
1159e	MN DEPT OF REVENUE	3/23/2022	\$1,271.09	
1160e	PERA	3/23/2022	\$6,344.99	
1161e	FURTHER	3/23/2022	\$462.53	
1162e	INTERNAL REVENUE SERVICE	4/6/2022	\$7,726.34	
1163e	MN DEPT OF REVENUE	4/6/2022	\$1,447.54	
1164e	PERA	4/6/2022	\$6,770.41	
1165e	FURTHER	4/6/2022	\$462.53	
1166e	MN DEPT OF REVENUE	4/11/2022	\$1,466.00	UB SALES TAX MAR 2022
1167e	MN DEPT OF REVENUE	4/11/2022	\$7,116.00	HLWS SALES TAX Mar 2022
1168e	HEARTLAND PYMT SERVICES	4/11/2022	\$1,160.23	
1169e	AUTHNET GATEWAY BILLING	4/11/2022	\$25.00	
1170e	SOUTHERN GLAZER WINE & SPI	4/11/2022	\$428.93	
1171e	PSN	4/11/2022	\$945.03	
1172e	LS WEEKEND CASH	4/11/2022	\$2,000.00	
1173e	CITY OF BUFFALO	4/11/2022	\$60.00	ACCT# 26-022950-00
1174e	CITIZENS ALLIANCE BANK	4/11/2022	\$141.87	Stop Payment Fee
1175e	NCR SECURE PAY	4/11/2022	\$128.48	
1176e	MN UI FUND	4/13/2022	\$3,836.88	UI Payable - Qtr1 2022
27069	GOEPFERT, THOMAS	3/25/2022	\$460.35	
27070	MILLER, EDWARD M	3/25/2022	\$192.43	
27072	GOEPFERT, THOMAS	4/8/2022	\$357.15	
27073	ARNOLD, KAYLA	4/8/2022	\$217.46	
27074	DRUSCH, JACOB D	4/8/2022	\$332.96	
27075	MAGES, ALEX	4/8/2022	\$236.71	
27076	SHEROD, JOSEPH L.	4/8/2022	\$161.61	
27077	STOLL, ERIC	4/8/2022	\$446.60	
27078	WIECH, KYLE	4/8/2022	\$236.71	
59144	HOWARD LAKE POSTMASTER	3/22/2022	\$336.00	March UB Billing
59145	BOARMAN KROOS VOGEL GRO	3/24/2022	\$1,858.15	Library
59146	BURSHVILLE CONSTRUCTION I	3/24/2022	\$600.00	Thaw line - 1004 6th Street, Howard Lake
59147	COKATO PARTS CITY	3/24/2022	\$26.99	
59148	DUTCH LAKE DAIRY	3/24/2022	\$1,800.00	Compost Site hauling
59149	EARTHLINK INC	3/24/2022	\$12.95	
59150	FURTHER	3/24/2022	\$2.40	
59151	HALVORSON LEGAL	3/24/2022	\$960.00	Annual Access of Records
59152	JOSEPH MULLIN TRUCKING, INC	3/24/2022	\$1,633.39	
59153	K & D TRUCKING, INC	3/24/2022	\$867.69	
59154	MARCO	3/24/2022	\$382.64	
59155	MINN DEPARTMENT OF HEALTH	3/24/2022	\$55.00	Waterworks Operator Exam - Jared Merges
59156	MN CHIEFS OF POLICE ASSN_	3/24/2022	\$320.00	Membership Renewal
59157	MN VALLEY TESTING LAB	3/24/2022	\$25.00	
59158	MUMFORD SANITATION	3/24/2022	\$11,329.20	COMPOST LEASE - March 2022
59159	536600-NCPERS GROUP LIFE IN	3/24/2022	\$32.00	
59160	SPRINT	3/24/2022	\$307.13	
59161	SYMBOLARTS	3/24/2022	\$140.00	
59162	TEAM LABORATORY CHEMICA	3/24/2022	\$879.00	
59163	VERIZON	3/24/2022	\$80.02	
59164	VISA	3/24/2022	\$2,583.26	
59165	ZIEGLER INC	3/24/2022	\$889.78	
59166	COMMISSIONER OF TRANSPOR	3/29/2022	\$2,234.00	Memorial Sign - Drusch
59167	PETER BUSSE	3/30/2022	\$400.00	Bobcat
59168	BELLBOY CORPORATION	4/6/2022	\$2,528.40	
59169	BREAKTHRU BEVERAGE	4/6/2022	\$3,750.51	Credit Memo

59170	CAPITOL BEVERAGE SALES	4/6/2022	\$9,085.87	Returns
59171	DAHLHEIMER BEVERAGE, LLC	4/6/2022	\$8,618.82	
59172	JOHNSON BROTHERS LIQUOR C	4/6/2022	\$3,651.14	
59173	LOCHER BROS, INC	4/6/2022	\$5,533.30	
59174	PAUSTIS WINE COMPANY	4/6/2022	\$211.50	
59175	PHILLIPS WINE & SPIRITS	4/6/2022	\$3,170.22	
59176	VIKING BEVERAGES.	4/6/2022	\$134.60	
59177	KEITH BOBROWSKE	4/6/2022	\$65.00	April 2022 Cell Allowance
59178	CENTERPOINT ENERGY	4/6/2022	\$4,346.38	
59179	CENTURYLINK	4/6/2022	\$401.65	
59180	CINTAS	4/6/2022	\$1,049.49	
59181	COKATO MOTOR SALES, INC	4/6/2022	\$73.65	
59182	COKATO PARTS CITY	4/6/2022	\$330.97	
59183	CANDICE FEIDT	4/6/2022	\$14.82	RE: 813 9th Ave., Howard Lake
59184	GOPHER STATE ONE-CALL, INC	4/6/2022	\$24.30	
59185	GOVOFFICE LLC	4/6/2022	\$660.00	
59186	NICK HAGGENMILLER	4/6/2022	\$365.00	April 2022 Cell Allowance
59187	HERALD JOURNAL PUBLISHING	4/6/2022	\$49.68	PH 03-05-2022 REDEV Hotel
59188	HOWARD LAKE FOODS	4/6/2022	\$243.40	
59189	JOE'S SPORT SHOP	4/6/2022	\$884.54	
59190	MYRA LAWAY	4/6/2022	\$202.21	Reimbursement
59191	MARCO TECHNOLOGIES LLC	4/6/2022	\$451.36	
59192	DEBRA MCALPINE	4/6/2022	\$65.00	April 2022 Laundry Allowance
59193	MEDIACOM LLC	4/6/2022	\$206.90	
59194	JARED MERGES	4/6/2022	\$65.00	April 2022 Cell Allowance
59195	METRO WEST INSPECTION SER	4/6/2022	\$237.75	
59196	MN VALLEY TESTING LAB	4/6/2022	\$25.00	
59197	NAPA AUTO PARTS COKATO	4/6/2022	\$139.78	
59198	CLAYTON PRESTIDGE	4/6/2022	\$65.00	April 2022 Cell Allowance
59199	JASON SWANSON	4/6/2022	\$1,000.00	
59200	TEAM LABORTATORY CHEMICA	4/6/2022	\$205.50	
59201	THEISEN, MEAGAN	4/6/2022	\$215.00	April 2022 Cell Allowance
59202	USA BLUEBOOK	4/6/2022	\$703.16	
59203	WASTEWATER COMMISSION	4/6/2022	\$37,134.00	February 2022 Less Forsmans Portion
59204	WEX BANK	4/6/2022	\$81.43	
59205	WRIGHT COUNTY FINANCE &	4/6/2022	\$320.35	2022 Special Assessment Fees
59206	XCEL ENERGY	4/6/2022	\$7,422.51	
59207	ARCTIC GLACIER ICE, INC	4/13/2022	\$117.14	
59208	BCA/TRAINING & DEVELOPMEN	4/13/2022	\$150.00	
59209	BELLBOY CORPORATION	4/13/2022	\$1,531.44	
59210	BOLTON & MENK, INC	4/13/2022	\$3,935.50	Water Treatment Facility
59211	BREAKTHRU BEVERAGE	4/13/2022	\$5,568.35	
59212	DAHLHEIMER BEVERAGE, LLC	4/13/2022	\$1,104.45	
59213	DAILEY DATA & ASSOCIATES, IN	4/13/2022	\$529.00	CounterPoint Subscription Serv
59214	EMERGENCY APPARATUS MAIN	4/13/2022	\$1,415.70	
59215	FINKEN WATER CENTERS	4/13/2022	\$105.80	
59216	HL PIT STOP	4/13/2022	\$921.61	
59217	HOWARD LAKE FOODS	4/13/2022	\$5.69	
59218	JOHNSON BROTHERS LIQUOR C	4/13/2022	\$1,461.49	
59219	LOCHER BROS, INC	4/13/2022	\$1,031.30	
59220	ALEX MAGES	4/13/2022	\$25.65	Reimbursement
59221	MEDIACOM LLC	4/13/2022	\$273.47	
59222	MN PEIP	4/13/2022	\$15,248.18	
59223	MN VALLEY TESTING LAB	4/13/2022	\$29.00	
59224	NELSON ELECTRIC MOTOR REP	4/13/2022	\$300.00	

59225	NORTHLAND TRUST SERVICES,	4/13/2022	\$29,316.25	Series 2010A Interest
59226	NORTHWEST ASSOC CONSULT	4/13/2022	\$3,118.10	
59227	JIM OTTENSTROER	4/13/2022	\$65.00	Celll Allowance - April 2022
59228	PAUSTIS WINE COMPANY	4/13/2022	\$154.25	
59229	PHILLIPS WINE & SPIRITS	4/13/2022	\$1,734.11	
59230	PLUNKETT'S PEST CONTROL	4/13/2022	\$89.99	
59231	RIDGEVIEW MEDICAL CENTER	4/13/2022	\$268.00	Guarantor Acct# 800014809
59232	JOE SHEROD	4/13/2022	\$128.84	Reimbursement
59233	SOUTHERN GLAZER WINE & SPI	4/13/2022	\$5,179.54	
59234	VERIZON CONNECT NWF, INC	4/13/2022	\$97.14	
59235	VINOCOPIA, INC	4/13/2022	\$114.50	
59236	WASTEWATER COMMISSION	4/13/2022	\$3,500.00	SAC FEES - 221 Tarning Way
59237	WRIGHT COUNTY ED PARTNER	4/13/2022	\$849.00	2022 Partner Dues
59238	WRIGHT COUNTY FINANCE &	4/13/2022	\$400.00	TIF Certification TIF 521
59239	XCEL ENERGY	4/13/2022	\$271.05	
59240	LGI HOMES, INC	4/14/2022	\$3,550.00	Overpayment Blding Permit 22-36 - 1165 Woo
59241	WASTEWATER COMMISSION	4/14/2022	\$45,500.00	SAC FEES - 1149 Woodland Dr
501974e	HAGGENMILLER, NICHOLAS A	3/25/2022	\$3,224.59	
501975e	MERGES, JARED M	3/25/2022	\$1,771.60	
501976e	THEISEN, MEAGAN	3/25/2022	\$1,858.42	
501977e	ZANDER, SHARI	3/25/2022	\$1,166.51	
501978e	OTTENSTROER, JAMES D	3/25/2022	\$1,823.26	
501979e	PRESTIDGE, CLAYTON P	3/25/2022	\$1,469.89	
501980e	STANLEY, BRIDGET	3/25/2022	\$1,112.80	
501981e	LAWAY, MYRA	3/25/2022	\$1,808.11	
501982e	LINDER, EMILY	3/25/2022	\$200.13	
501983e	MCALPINE, DEBRA-ANN	3/25/2022	\$885.47	
501984e	MCALPINE, LEXI	3/25/2022	\$157.88	
501985e	OLSON, TINA M	3/25/2022	\$168.33	
501986e	REMER, TANYA M	3/25/2022	\$50.20	
501987e	HAGLIN, SERENA P	3/25/2022	\$359.74	
501988e	JOHNSON, JACOB D	3/25/2022	\$1,691.46	
501989e	PREUSSE, MITCHELL D	3/25/2022	\$1,003.16	
501990e	SZCZEPANIK, DARIUSZ J	3/25/2022	\$1,925.02	
501991e	THOMPSON, DAVID G	3/25/2022	\$2,126.10	
501992e	THOMPSON, KYLE	3/25/2022	\$404.60	
501993e	WILLIAMS, HUNTER L	3/25/2022	\$190.18	
501994e	HAGGENMILLER, NICHOLAS A	4/8/2022	\$3,224.59	
501995e	MERGES, JARED M	4/8/2022	\$2,020.28	
501996e	THEISEN, MEAGAN	4/8/2022	\$1,858.42	
501997e	ZANDER, SHARI	4/8/2022	\$1,248.99	
501998e	OTTENSTROER, JAMES D	4/8/2022	\$1,581.99	
501999e	PRESTIDGE, CLAYTON P	4/8/2022	\$1,469.89	
502000e	STANLEY, BRIDGET	4/8/2022	\$1,112.80	
502001e	BERG, TIMOTHY W	4/8/2022	\$23.09	
502002e	BOBROWSKE, KEITH	4/8/2022	\$138.52	
502003e	DALBEC, JOSHUA S	4/8/2022	\$313.71	
502004e	KITTOCK, BRIAN	4/8/2022	\$92.35	
502005e	KITTOCK, NICOLE D	4/8/2022	\$128.52	
502006e	LOEBERTMANN, AMANDA G	4/8/2022	\$138.52	
502007e	LOEBERTMANN, CRAIG	4/8/2022	\$69.26	
502008e	YOKIEL, ANDREW J	4/8/2022	\$255.96	
502009e	LAWAY, MYRA	4/8/2022	\$1,834.12	
502010e	LINDER, EMILY	4/8/2022	\$183.44	
502011e	MCALPINE, DEBRA-ANN	4/8/2022	\$1,302.56	

502012e	MCALPINE, LEXI	4/8/2022	\$79.42
502013e	MENARD, ROBIN L	4/8/2022	\$52.01
502014e	OLSON, TINA M	4/8/2022	\$64.97
502015e	REMER, TANYA M	4/8/2022	\$183.11
502016e	HAGLIN, SERENA P	4/8/2022	\$346.23
502017e	JOHNSON, JACOB D	4/8/2022	\$1,691.46
502018e	PREUSSE, MITCHELL D	4/8/2022	\$183.03
502019e	STENDER, KOREY D	4/8/2022	\$172.96
502020e	SZCZEPANIK, DARIUSZ J	4/8/2022	\$2,677.84
502021e	THOMPSON, DAVID G	4/8/2022	\$2,126.10
502022e	THOMPSON, KYLE	4/8/2022	\$358.23
502023e	WILLIAMS, HUNTER L	4/8/2022	\$879.88
Total Checks			\$350,008.21

CITY OF HOWARD LAKE

04/14/22 3:36 PM

Page 1

***Check Summary Register©**

Checks 03/21/22-04/18/22

	Name	Check Date	Check Amt	
1012	CAB - AMBULANCE			
5839	TIM BERG	3/28/2022	\$300.00	Reimbursement for Medical Training
5841	KEITH BOBROWSKE	3/28/2022	\$300.00	Reimbursement for Medical Training
5842	KURT BOBROWSKE	3/28/2022	\$300.00	Reimbursement for Medical Training
5843	SETH BRAVINDER	3/28/2022	\$300.00	Reimbursement for Medical Training
5844	JACOB DRUSCH	3/28/2022	\$300.00	Reimbursement for Medical Training
5845	JOEY DRUSCH	3/28/2022	\$300.00	Reimbursement for Medical Training
5846	BRIAN KITTOCK	3/28/2022	\$300.00	Reimbursement for Medical Training
5847	NICOLE KITTOCK	3/28/2022	\$600.00	Reimbursement for Medical Training
5848	AMANDA LOEBERTMANN	3/28/2022	\$600.00	Reimbursement for Medical Training
5849	CRAIG LOEBERTMANN	3/28/2022	\$300.00	Reimbursement for Medical Training
5850	ALEX MAGES	3/28/2022	\$300.00	Reimbursement for Medical Training
5851	DAVID PETERSON	3/28/2022	\$300.00	Reimbursement for Medical Training
5852	JEREMY PETERSON	3/28/2022	\$300.00	Reimbursement for Medical Training
5853	JOE SHEROD	3/28/2022	\$300.00	Reimbursement for Medical Training
5854	ERIC STOLL	3/28/2022	\$300.00	Reimbursement for Medical Training
5855	MARK STUEVEN	3/28/2022	\$300.00	Reimbursement for Medical Training
5856	WIECH, KYLE	3/28/2022	\$300.00	Reimbursement for Medical Training
5857	ANDREW YOKIEL	3/28/2022	\$300.00	Reimbursement for Medical Training
5858	ALLINA HEALTH EMS	4/13/2022	\$200.00	
5859	CENTRAL MCGOWAN, INC	4/13/2022	\$29.29	
5860	CITY OF HOWARD LAKE	4/13/2022	\$9,793.22	Wages
5861	JOE'S SPORT SHOP	4/13/2022	\$595.81	
5862	RIDGEVIEW MEDICAL CENTER	4/13/2022	\$1,400.00	
	Total Checks		\$18,018.32	



HOWARD LAKE CITY COUNCIL MEETING

APRIL 18, 2022

AGENDA ITEM: Consider Approving Downtown Revitalization Grant for Reeds & Rushes Event Center

SECTION: New Business

FROM: Nick Haggemiller, City Administrator

BACKGROUND: In 2017, the City established a Revitalization Grant Program to assist business owners with façade renovations. The City has received a request from Curtis and Maddie Gruidl to assist with exterior renovations associated with the renovation of the former Orchard Christian Church they are transitioning into a destination event center.

Previously, the city council discussed various means the City could assist the business. While no official action was taken (workshop discussion), the general consensus of council was to focus on existing programs and resources and to not establish new precedence for this request.

The key difference with this request is noting the total project cost is anticipated to be far greater than projects previously funded by the program. The total estimated private investment in this property/project is about \$1.2Million. For these reasons, staff is recommending a larger one-time revitalization grant of \$15,000 with no other previously discussed incentives, offers etc.*



*Previously, the city had discussed the possibility of property tax abatement after noting the property has been tax exempt since initially constructed. Property tax abatement would be estimated at about \$12,000 annually. In order for the expense associated with establishing the special tax district, most abatements have multi-year durations. Structuring as a ONE-TIME revitalization grant replaces the abatement but at a lesser amount.

DECISION MAKING METRICS:

FINANCIAL: \$15,000 from the Downtown Revitalization Fund

LEGAL: Open

STRATEGIC PLAN:

1. Foster a Robust Business Community
→ Support efforts that lead to a thriving mix of commercial/service/industrial businesses.

COUNCIL ACTION REQUESTED: Approve the Revitalization Grant for Reeds and Rushes Event Center.

ATTACHMENTS: N/A



HOWARD LAKE CITY COUNCIL MEETING

APRIL 18, 2022

AGENDA ITEM: Consider **Amended** Resolution 22-02 Acknowledging the Receipt of MDE Library Grant.

SECTION: New Business

FROM: City Administrator Nick Haggemiller

BACKGROUND: The City has been awarded \$729,102 from the Minnesota Department of Education Library Construction Grant Program. The funds will be used to offset expenses associated with the project with a total estimated cost of \$4.5 Million.

The grant requirements stipulate that the city must adopt a resolution acknowledging the grant award with the following information included on the resolution:

- Amount of the grant
- Total project cost
- Location of the project
- Confirmation the city will adhere to grant terms and conditions
- Authorize mayor and city administrator to execute documents
- **Confirm city's cash contribution of \$250,898.**

While required, this is merely a paperwork formality. It does not change terms or conditions of the grant.

DECISION MAKING METRICS:

FINANCIAL: The City has been awarded \$729,102 to be used to offset expenses with the library construction costs.

LEGAL: The City must adopt the resolution and provide various submittals and confirmations in order for a full legally binding grant agreement to be provided to the city.

STRATEGIC PLAN: Maintain fiscally responsible city management and operations.

COUNCIL ACTION REQUESTED: Adopt Resolution 22-02 Acknowledging Receipt of MDE Library Grant.

ATTACHMENTS:

- Resolution 22-02 Acknowledging Receipt of MDE Library Grant.

**CITY OF HOWARD LAKE
COUNTY OF WRIGHT
STATE OF MINNESOTA**

RESOLUTION NUMBER 22-02

*A Resolution Acknowledging the Receipt of
Minnesota Department of Education Library Construction Grant*

WHEREAS, the City of Howard Lake successfully applied for and obtained \$729,102 in funding the Minnesota Department of Education Library Construction grant program; and,

WHEREAS, the City of Howard Lake has been donated property from HLWW Schools located at 717 8th Avenue that is adequately served with parking, street and utilities; and,

WHEREAS, the total project cost estimate for the library inclusive of construction, legal, engineering and financing fees is \$4.5 Million; and,

WHEREAS, the City intends to fund the library using a combination of bonding, grant funds and has pledged \$250,898 of reserves to fully finance the construction of the project; and,

WHEREAS, the City has retained BKV Architects and CGI Group Project Managers to ensure the plans & specifications and ultimately the construction and related grant administration meets the requirements set forth by the Minnesota Department of Education relating to the Library Construction Grant including B3 Energy Requirements and prevailing wages.

NOW THEREFORE, BE IT RESOLVED

1. The City Council acknowledges the \$729,102 in funding from the Minnesota Department of Education.
2. The City Council further directs the city administrator and mayor to execute any agreements or documents required related to the grant.

ADOPTED by the City Council of the City of Howard Lake, Minnesota this 18th day of January, 2022 and **AMENDED** by the City Council of the City of Howard Lake, Minnesota this 18th day of April, 2022.

CITY OF HOWARD LAKE

BY:

ATTEST:

Peter Zimmerman, Mayor

Nick Haggemiller, Clerk



HOWARD LAKE CITY COUNCIL MEETING

April 18, 2022

AGENDA ITEM: Consider Use of Public Space for BBQ Competition

SECTION: New Business

FROM: Meagan Theisen, Assistant City Administrator

BACKGROUND:

NORTH FORK MEAT MARKET

Neal Wisch, the Owner of North Fork Meat Market, is in the process of organizing a BBQ Competition Event for July 16, 2022. Competitors will start setting up at 6 am and will take down around 6 pm. The event is open to the public. Wisch is looking for sponsorship for the event for prize money.

Wisch will be required to notify the surrounding businesses, apartment dwellers and regular users of the Block 18 parking lot.

FINANCIAL: None.

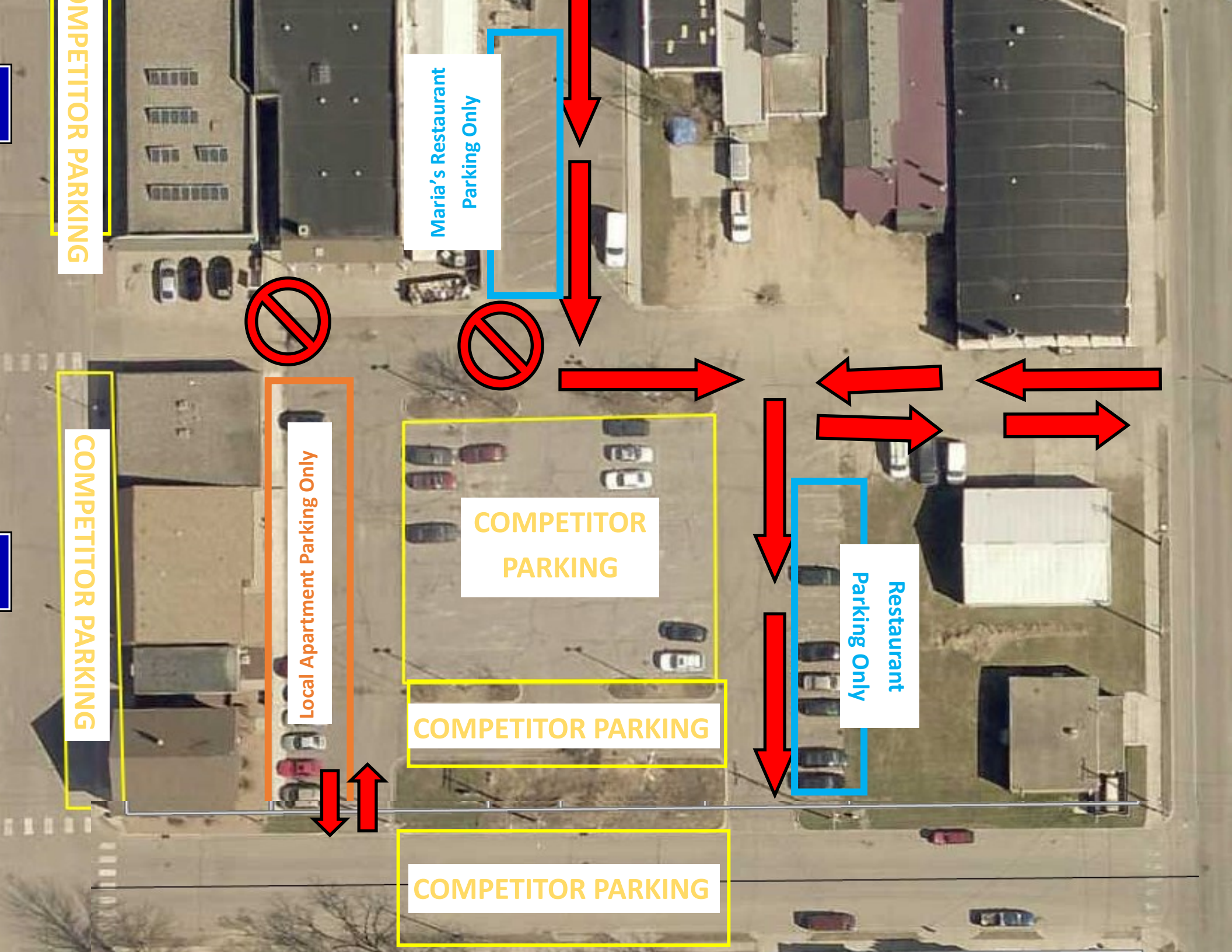
LEGAL: Council must approve use of public property.

STRATEGIC PLAN: Foster a Robust Community and Support Community Events

COUNCIL ACTION REQUESTED: Approve the use of Block 18 and surrounding area for a BBQ Competition on July 16, 2022.

ATTACHMENTS:

1. Map of Requested Setup Area
2. Parking Information Map



COMPETITOR PARKING

Maria's Restaurant
Parking Only

COMPETITOR PARKING

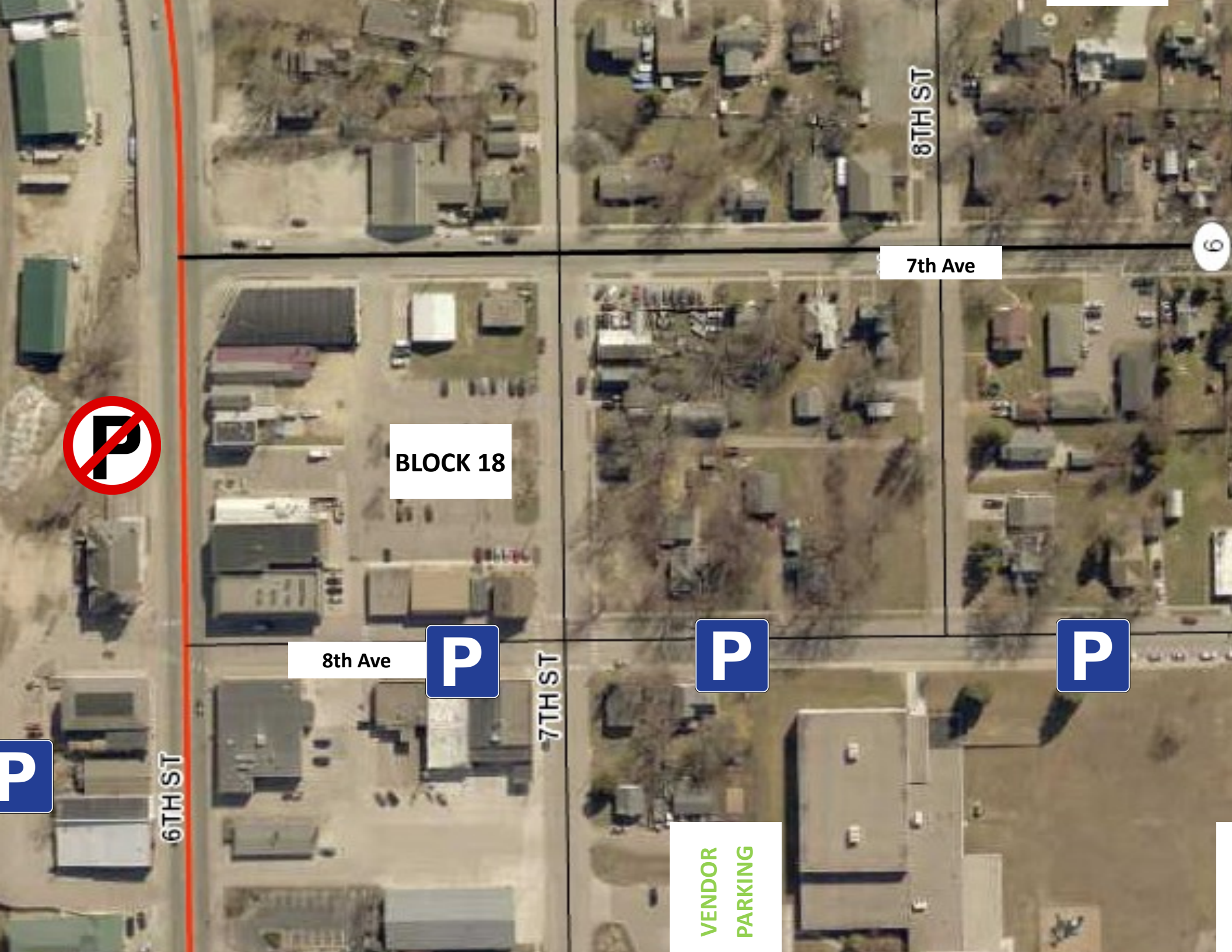
Local Apartment Parking Only

COMPETITOR
PARKING

COMPETITOR PARKING

COMPETITOR PARKING

Restaurant
Parking Only



BLOCK 18

8th Ave

7th Ave

6

6TH ST

7TH ST

VENDOR
PARKING



HOWARD LAKE CITY COUNCIL MEETING

APRIL 18, 2022

AGENDA ITEM: Consider Approving Construction Manager Contract for Library Project

SECTION: New Business

FROM: City Administrator, Nick Haggenmiller

BACKGROUND: In August of 2021, the City issued a request for proposals for construction management services for the library project. Based on best value and service, the City selected Contegrity Group (CGI) of Littler Falls, Minnesota to lead the project.

Since that time, CGI has been serving in this capacity as agreed upon in the terms of their proposal. However, there has not been an official contract inked between the City and CGI. The underwriting involved with our financing with USDA generally prohibits construction manager projects. Seeking special approval from the USDA has been a time consuming, complicated matter involving city staff, city attorney and CGI providing various documentation and contract revisions to meet compliance necessary for underwriting.

None of the provisions and general terms deemed relevant to the City and the project have changed or are different than what was generally agreed to previously.

- Preconstruction Oversight
- Construction
- Bid management
- Construction administration
- Total Contract cost \$98,000

The provisions USDA was concerned with centered heavily around bid management. CGI and the City had to provide bid docs and provisions that verify we are still following the statutory requirements of the sealed bid process. At issue is construction managers that tout themselves as a “design/build” firm that may serve as a work-around for units of government not going through the sealed bid process which may result in higher construction costs overall. In fact, when CGI structures bid documents, they solicit a wide array of bids per division of labor and manages them under a single contract. Arguably, this is the MOST competitive bid structure possible for the City.

DECISION MAKING METRICS:

FINANCIAL: The contract between the City and CGI stipulates a flat fee of \$98,000.

LEGAL: The attached document has been vetted by CGI, city staff, city attorney and USDA and deemed appropriate to execute.

STRATEGIC PLAN:

1. Provide Diverse Amenities that Enhance Quality of Life
 - Enhance opportunities for lifelong learning: early & K-12 education, Community Education programs, and Library.

COUNCIL ACTION REQUESTED: Approve contract for construction manager services for library.

ATTACHMENTS:

1. AIA Contract
2. Bid Tab
3. Proposal CGI
4. CM Letter drafted by Haggenmiller
5. City Attorney Legal Opinion



AIA[®] Document C132[™] – 2019

Standard Form of Agreement Between Owner and Construction Manager as Adviser

AGREEMENT made as of the Twenty-Third day of August in the year Two Thousand Twenty-One
(In words, indicate day, month and year.)

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

City of Howard Lake
625 8th Ave
PO Box 736
Howard Lake MN 55349

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

Contegrity Group, Inc.
101 1st St SE
Little Falls MN 56345

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

Howard Lake Library

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

BKV Group
222 N 2nd St, Suite 101
Minneapolis MN 55401

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.

This document is intended to be used in conjunction with AIA Documents A132[™]–2019, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition; A232[™]–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition; and B132[™]–2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition. AIA Document A232[™]–2019 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

TABLE OF ARTICLES

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

ARTICLE 1 INITIAL INFORMATION

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

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

§ 1.1.1 The Owner's program for the Project:

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

See attached RFP from the City of Howard Lake dated June 18, 2021 and RFP Addendum One dated July 10, 2021

§ 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.)

New City Library Building Located in Central Park

See attached RFP from the City of Howard Lake dated June 18, 2021 and RFP Addendum One dated July 19, 2021

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

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

The anticipated cost of the project is \$3.3 million in construction costs with a total project cost of \$4.3 million as listed within the RFP from the City of Howard Lake dated June 18, 2021. Once the project is competitively bid, a copy of the City Council approved budget shall be included as Exhibit A to this agreement

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

.1 Design phase milestone dates, if any:

Bidding Jan./Feb. 2022 as noted in attached RFP Addendum One dated July 19, 2021

.2 Construction commencement date:

Spring 2022 as noted in attached RFP Addendum One dated July 19, 2021

.3 Substantial Completion date or dates:

Approximately Feb. 2023 as noted in attached RFP Addendum One dated July 19, 2021

.4 Other milestone dates:

A copy of the milestone schedule will be included within the Contract Documents and a detailed construction schedule will be developed in conjunction with awarded contractors and approved by the City of Howard Lake. The approved schedule will be included as Exhibit B to this agreement

§ 1.1.5 The Owner intends the following procurement method for the Project:
(Identify method such as competitive bid or negotiated contract.)

Multiple contracts to be competitively bid and / or negotiated which shall be overseen by the Construction Manager

§ 1.1.6 The Owner's requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction are set forth below:
(Identify any requirements for fast-track scheduling or phased construction and, if applicable, list number and type of bid/procurement packages.)

Not applicable

§ 1.1.7 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

Not applicable

§ 1.1.7.1 If the Owner identifies a Sustainable Objective, the Owner and Construction Manager shall complete and incorporate AIA Document E235™–2019, Sustainable Projects Exhibit, Construction Manager as Adviser Edition, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E235–2019 is incorporated into this Agreement, the Owner and Construction Manager shall incorporate the completed E235–2019 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

Not applicable

§ 1.1.8 Other Project information:
(Identify special characteristics or needs of the Project not provided elsewhere.)

Not applicable

§ 1.1.9 The Owner identifies the following representative in accordance with Section 5.5:
(List name, address, and other contact information.)

Nick Haggemiller, City Administrator
625 8th Ave
PO Box 736
Howard Lake MN 55349
320-543-3670

§ 1.1.10 The persons or entities, in addition to the Owner's representative, who are required to review the Construction Manager's submittals to the Owner are as follows:
(List name, address, and other contact information.)

NA

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

.1 Land Surveyor:

.2 Geotechnical Engineer:

.3 Civil Engineer:

.4 Contractors, as defined in Section 1.4:

.5 Separate Contractors, as defined in Section 1.4:

.6 Other, if any:
(List any other consultants retained by the Owner.)

§ 1.1.12 The Construction Manager identifies the following representative in accordance with Section 2.5:
(List name, address, and other contact information.)

Travis Fuechtmann
101 1st St SE
Little Falls MN 56345
320-630-0138

Pete Filippi
101 1st St SE
Little Falls MN 56345
320-630-4712

Scott Grivna (On-site Coordinator)
101 1st St SE
Little Falls MN 56345
320-630-6276

§ 1.1.13 The Construction Manager's staffing plan as required under Section 3.3.3 shall be submitted to the Owner no later than the City Council approval of bids:

Init.

(List any specific requirements and personnel to be included in the staffing plan, if known.)

§ 1.1.14 The Construction Manager's consultants retained under Basic Services, if any:
(List name, legal status, address, and other contact information of any consultants.)

Not applicable

§ 1.1.15 The Construction Manager's consultants retained under Supplemental Services:

Not applicable

§ 1.1.16 Other Initial Information on which this Agreement is based:

Not applicable

§ 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 Construction Manager shall, by appropriate written agreement, appropriately adjust the schedules, the Construction Managers services and the Construction Manager's compensation.

§ 1.3 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.

Not applicable

§ 1.3.1 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.

Not applicable

§ 1.4 The term "Contractors" refers to persons or entities who perform Work under contracts with the Owner that are administered by the Construction Manager and Architect. The term "Contractors" is used to refer to such persons or entities, whether singular or plural. The term does not include the Owner's own forces, or Separate Contractors, which are persons or entities who perform construction under separate contracts with the Owner not administered by the Construction Manager and Architect.

ARTICLE 2 CONSTRUCTION MANAGER'S RESPONSIBILITIES

§ 2.1 The Construction Manager shall provide the services as set forth in this Agreement.

§ 2.2 The Construction Manager shall perform its services consistent with the skill and care ordinarily provided by construction managers practicing in the same or similar locality under the same or similar circumstances. The Construction Manager shall perform its services as expeditiously as is consistent with such skill and care and the orderly progress of the Project.

§ 2.3 The Construction Manager shall provide its services in conjunction with the services of an Architect as described in AIA Document B132™–2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition. The Construction Manager shall not be responsible for actions taken by the Architect.

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

§ 2.5 The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.

§ 2.6 The Construction Manager, as soon as practicable once actual construction dates are finalized, shall notify the Owner in writing of the names and qualifications of its proposed key staff members. Within 14 days of receipt of the names and qualifications of the Construction Manager's proposed key staff members, the Owner may reply to the Construction Manager in writing, stating (1) whether the Owner has reasonable objection to a proposed key staff member or (2) that the Owner requires additional time to review. Failure of the Owner to reply within the 14-day period shall constitute notice of no reasonable objection. The Construction Manager shall not staff any employees on the Project to whom the Owner has made reasonable and timely objection. The Construction Manager shall not change its key staff members without the Owner's consent, which shall not be unreasonably withheld or delayed.

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

§ 2.8 The Construction Manager shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Construction Manager normally maintains, the Owner shall pay the Construction Manager as set forth in section 11.7. See attached Certificate of Insurance.

§ 2.8.1 Commercial General Liability with policy limits of not less than See Attached for each occurrence and See Attached in the aggregate for bodily injury and property damage.

§ 2.8.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Construction Manager with policy limits of not less than See Attached 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.

§ 2.8.3 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 such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.8.1 and 2.8.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.8.4 Workers' Compensation at statutory limits and Employers Liability with policy limits not less than See Attached each accident, See Attached each employee, and See Attached policy limit.

§ 2.8.5 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than See Attached per claim and See Attached in the aggregate.

§ 2.8.6 **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.

§ 2.8.7 The Construction Manager shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.8. See attached Certificate of Insurance

§ 2.9 The Construction Manager shall assist the Owner, Architect, and other Project participants in establishing building information modeling and digital data protocols for the Project using 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.

§ 2.10 Submittal Exchange, or another similar web-based project data base may be used for this project. This exchange will be utilized for electronic exchanging, reviewing and archiving design and construction project documentation in a cloud-based environment and will provide for an electronic record for the Owner/Architect and Construction Manager. Costs associated with this service shall be paid for at cost through the project general conditions.

§ 2.11 The Construction Manager shall retain all Project related documents and information it receives, and the Owner and Architect shall have access to the documents and information. The Construction Manager shall transmit the documents and information to the Owner at final completion.

ARTICLE 3 SCOPE OF CONSTRUCTION MANAGER'S BASIC SERVICES

§ 3.1 Definition

The Construction Manager's Basic Services consist of those described in this Article 3, and include usual and customary Preconstruction and Construction Phase Services. Services not set forth in this Article 3 are Supplemental or Additional Services. The Owner, Construction Manager, and Contractors 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.

§ 3.2 Preconstruction Phase

§ 3.2.1 The Construction Manager shall review the program furnished by the Owner and any evaluation of the Owner's program provided by the Architect, to ascertain the requirements of the Project and shall arrive at a mutual understanding of such requirements with the Owner and Architect.

§ 3.2.2 The Construction Manager shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other.

§ 3.2.3 The Construction Manager shall prepare, and deliver to the Owner, for the Owner's approval, a written Construction Management Plan that includes, at a minimum, the following: (1) preliminary evaluations required in Section 3.2.2, (2) a Project schedule, (3) cost estimates, (4) recommendations for Project delivery method, and (5) Contractors' scopes of Work. The Construction Manager shall periodically update the Construction Management Plan, for the Owner's approval, over the course of the Project.

§ 3.2.4 The Construction Manager shall prepare and periodically update the Project schedule included in the Construction Management Plan 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 highlight items that affect the Project's timely completion.

§ 3.2.5 The Construction Manager shall update the Project schedule to include the components of the Work, including phasing of construction, times of commencement and completion required of each Contractor, ordering and delivery of products, including those that must be ordered in advance of construction, obtaining the required reviews and approvals of authorities having jurisdiction over the Project, and the occupancy requirements of the Owner.

§ 3.2.6 Based on the preliminary design and information prepared or provided by the Architect and other Owner consultants, the Construction Manager shall prepare, for the Architect's review and 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, including the establishment of sufficient contingency to reasonably anticipate the development of the Project's design documents.

§ 3.2.7 The Construction Manager shall review design documents during their development and 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; sequencing for phased construction; time requirements for procurement, installation and construction; 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.

§ 3.2.8 The Construction Manager shall review recommendations for systems, materials, or equipment for the impact upon cost, schedule, sequencing, constructability, and coordination among the Contractors. The Construction Manager shall discuss its findings with the Owner and the Architect, and coordinate resolution, as necessary, of any such impacts.

§ 3.2.9 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 further development of the design, bidding or negotiating, price escalation, and market conditions. 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 Cost of the Work exceeds the latest approved Project budget, and make recommendations for corrective action.

§ 3.2.10 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 whenever the Construction Manager determines that the design, or details, adversely affect cost, scope, schedule, constructability, or quality of the Project.

§ 3.2.11 The Construction Manager shall provide recommendations and information to the Owner and Architect regarding the assignment of responsibilities for temporary Project facilities and equipment, materials and services for common use of the Contractors. The Construction Manager shall verify that such requirements and assignment of responsibilities are included in the proposed Contract Documents.

§ 3.2.12 The Construction Manager shall provide recommendations and information to the Owner regarding the allocation of responsibilities for safety programs among the Contractors.

§ 3.2.13 The Construction Manager shall provide recommendations to the Owner on the division of the Project into individual contracts for the construction of various categories of Work, including the method to be used for selecting Contractors and awarding Contracts for Construction. The Construction Manager shall review the Drawings and Specifications and make recommendations as required to provide that (1) the Work of the Contractors is coordinated, (2) all requirements for the Project are assigned to the appropriate Contract, (3) the likelihood of jurisdictional disputes is minimized, and (4) proper coordination is provided for phased construction.

§ 3.2.14 The Construction Manager shall make recommendations about, and coordinate the ordering and delivery of, materials in support of the schedule, including those that must be ordered in advance of construction.

§ 3.2.15 The Construction Manager shall assist the Owner in selecting, retaining, and coordinating the professional services of surveyors, geotechnical engineers, special consultants, and construction materials testing required for the Project.

§ 3.2.16 The Construction Manager shall provide an analysis of the types and quantities of labor required for the Project and review the availability of appropriate categories of labor required for critical phases. The Construction Manager shall make recommendations for actions designed to minimize adverse effects of labor shortages.

§ 3.2.17 The Construction Manager shall assist the Owner in obtaining information regarding applicable requirements for equal employment opportunity programs, and other programs as may be required by governmental and quasi-governmental authorities for inclusion in the Contract Documents.

§ 3.2.18 Following the Owner's approval of the Drawings and Specifications, the Construction Manager shall update and submit the latest estimate of the Cost of the Work and the Project schedule for the Architect's review and the Owner's approval.

§ 3.2.19 The Construction Manager, in consultation with the Owner, shall develop bidders' interest in the Project and establish bidding schedules. The Construction Manager shall assist the Owner and the Architect with the development of the Bidding Documents, which consist of bidding requirements and proposed Contract Documents. The Construction Manager, with the assistance of the Architect, shall issue Bidding Documents to bidders and conduct pre-bid conferences with prospective bidders. The Construction Manager shall issue the current Project schedule with each set of Bidding Documents. The Construction Manager shall assist the Architect with regard to questions from bidders and with the issuance of addenda.

§ 3.2.20 The Construction Manager shall submit a list of prospective bidders for the Architect's review and the Owner's approval.

§ 3.2.21 The Construction Manager, with the assistance of the Architect, shall review bids, and prepare bid analyses, and make recommendations to the Owner for the Owner's award of Contracts for Construction or rejection of bids.

§ 3.2.22 The Construction Manager, with the assistance of the Architect, shall assist the Owner in preparing Contracts for Construction. The Construction Manager shall advise the Owner on the acceptability of Subcontractors and material suppliers proposed by Contractors. The Owner will review and approve contracts consistent with the Owners approval process.

§ 3.2.23 The Construction Manager shall assist the Owner in obtaining building permits and special permits for permanent improvements, except for permits required to be obtained directly by the Contractors. The Construction Manager shall verify that the Owner has paid applicable fees and assessments. The Construction Manager shall assist the Owner and Architect in connection with the Owner's responsibility for filing documents required for the approvals of governmental authorities having jurisdiction over the Project.

§ 3.2.24 If the Owner identified a Sustainable Objective in Article 1, the Construction Manager shall fulfill its Preconstruction Phase responsibilities as required in AIA Document E235™–2019, Sustainable Projects Exhibit, Construction Manager as Adviser Edition, attached to this Agreement.

Not applicable

§ 3.3 Construction Phase

§ 3.3.1 The Construction Manager shall provide on-site administration of the Contracts for Construction in cooperation with the Architect as set forth below and in AIA Document A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition. If the Owner and Contractor modify AIA Document A232–2019, those modifications shall not affect the Construction Manager's services under this Agreement unless the Owner and the Construction Manager amend this Agreement.

§ 3.3.2 Subject to Section 4.2 and except as provided in Section 3.3.30, the Construction Manager's responsibility to provide Construction Phase Services commences with the award of the initial Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.3.3 The Construction Manager shall provide a staffing plan to include one or more representatives who shall be in attendance at the Project site whenever the Work is being performed.

§ 3.3.4 The Construction Manager shall provide administrative, management and related services to coordinate scheduled activities and responsibilities of the Contractors with each other and with those of the Construction Manager, the Owner and the Architect. The Construction Manager shall coordinate the activities of the Contractors in accordance with the latest approved Project schedule and the Contract Documents.

§ 3.3.5 The Construction Manager shall review and analyze the construction schedules provided by the Contractors to update the Project schedule, incorporating the activities of the Owner, Architect, and Contractors on the Project, including activity sequences and durations, allocation of labor and materials, processing of Shop Drawings, Product

Data and Samples, and delivery and procurement of products, including those that must be ordered in advance of construction. The Project schedule shall include the Owner's occupancy requirements showing portions of the Project having occupancy priority. The Construction Manager shall update and reissue the Project schedule as required to show current conditions. If an update indicates that the previously approved Project schedule may not be met, the Construction Manager shall recommend corrective action to the Owner and Architect.

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

§ 3.3.7 In accordance with the Contract Documents and the latest approved Project schedule, and utilizing information from the Contractors, the Construction Manager shall review, analyze, schedule and coordinate the overall sequence of construction and assignment of space in areas where the Contractors are performing Work.

§ 3.3.8 The Construction Manager shall coordinate all tests and inspections required by the Contract Documents or governmental authorities, and arrange for the delivery of test and inspection reports to the Owner and Architect. However, the Construction Manager is only obligated to schedule the test and inspections to the extent the contractor informs the Construction Manager in writing that their work is ready for the specific special test and inspections.

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

§ 3.3.10 The Construction Manager shall monitor and evaluate actual costs for activities in progress and estimates for uncompleted tasks and advise the Owner and Architect as to variances between actual costs and budgeted or estimated costs. If a Contractor is required to submit a Control Estimate, the Construction Manager shall meet with the Owner and Contractor to review the Control Estimate. The Construction Manager shall promptly notify the Contractor if there are any inconsistencies or inaccuracies in the information presented. The Construction Manager shall also report the Contractor's cost control information to the Owner.

§ 3.3.11 The Construction Manager shall develop cash flow reports and forecasts for the Project and include them in the Construction Manager's progress reports.

§ 3.3.12 The Construction Manager shall maintain accounting records on authorized Work performed under unit costs, additional Work performed on the basis of actual costs of labor and materials, and other Work requiring accounting records.

§ 3.3.12.1 The Construction Manager shall develop and implement procedures for the review and processing of Applications for Payment by Contractors for progress and final payments.

§ 3.3.12.2 Not more frequently than monthly, the Construction Manager shall review and certify the amounts due the respective Contractors as follows:

- .1 Where there is only one Contractor responsible for performing the Work, the Construction Manager shall, within seven days after the Construction Manager receives the Contractor's Application for Payment, review the Application, certify the amount the Construction Manager determines is due the Contractor, and forward the Contractor's Application and Certificate for Payment to the Architect. The Architect, upon certification shall return this to the Construction Manager to be compiled in a monthly pay composite and submitted to the Owner for payment.
- .2 Where there is more than one Contractor responsible for performing different portions of the Project, the Construction Manager shall, within seven days after the Construction Manager receives each Contractor's Application for Payment: (1) review the Applications and certify the amount the Construction Manager determines is due each Contractor; (2) prepare a Summary of Contractors' Applications for Payment by summarizing information from each Contractor's Application for Payment; (3) prepare a Project Application and Certificate for Payment; (4) certify the total amount the Construction Manager determines is due all Contractors collectively; and (5) forward the Summary of Contractors' Applications for Payment and Project Application and Certificate for Payment to the

Architect. The Architect, upon certification shall return this to the Construction Manager to be compiled in a monthly pay composite and submitted to the Owner for payment.

- .3** Construction Manager shall work with the Owner to comply with the requirements of Minnesota State Statute 471.425, the Prompt Payment Act.

§ 3.3.12.3 The Construction Manager's certification for payment shall constitute a representation to the Owner, based on the Construction Manager's evaluations of the Work and on the data comprising the Contractors' Applications for Payment, that, to the best of the Construction Manager's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractors are entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion; (2) results of subsequent tests and inspections; (3) correction of minor deviations from the Contract Documents prior to completion; and (4) specific qualifications expressed by the Construction Manager. The issuance of a Certificate for Payment shall further constitute a recommendation to the Architect and Owner that the Contractor be paid the amount certified.

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

§ 3.3.13 The Construction Manager shall obtain and review the safety programs developed by each Contractor solely and exclusively for purposes of coordinating the safety programs with those of the other Contractors and for making recommendations for any additional safety measures to be considered in the Work of the Contractors. The Construction Manager's responsibilities for coordination of safety programs shall not extend to direct control over or charge of the acts or omissions of the Contractors, Subcontractors, agents or employees of the Contractors or Subcontractors, or any other persons performing portions of the Work and not directly employed by the Construction Manager. As such the parties agree and understand that Construction Manager shall have no responsibility for the safety of the contractor, multiple prime contractors, sub-contractors, agents or employees of the contractors or multiple prime contractors or sub-contractors or any other person performing portions of the work

§ 3.3.14 The Construction Manager shall determine in general that the Work of each Contractor is being performed in accordance with the requirements of the Contract Documents and notify the Owner, Contractor and Architect of defects and deficiencies in the Work. The Construction Manager shall have the authority to reject Work that does not conform to the Contract Documents and shall notify the Architect about the rejection. The failure of the Construction Manager to reject Work shall not constitute acceptance of the Work. The Construction Manager shall record any rejection of Work in its daily log and include information regarding the rejected Work in its progress reports to the Architect and Owner pursuant to Section 3.3.22.1. Upon written authorization from the Owner, the Construction Manager may require and make arrangements for additional inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed, and the Construction Manager shall give timely notice to the Architect of when and where the tests and inspections are to be made so that the Architect may be present for such procedures.

§ 3.3.15 The Construction Manager shall advise and consult with the Owner and Architect during the performance of its Construction Phase Services. The Construction Manager shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Construction Manager shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work of each of the Contractors, since these are solely the Contractor's rights and responsibilities under the Contract Documents. The Construction Manager shall not be responsible for a Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Construction Manager shall be responsible for the Construction Manager's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractors, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 3.3.16 The Construction Manager shall transmit to the Architect requests for interpretations, and requests for information of the meaning and intent of the Drawings and Specifications, and provide its written recommendation. The Construction Manager shall assist in the resolution of questions that may arise.

§ 3.3.17 The Construction Manager shall review requests for changes, assist in negotiating Contractors' proposals, submit recommendations to the Architect and Owner, and, if the proposed changes are accepted or required by the Owner, prepare Change Orders or Construction Change Directives that incorporate the Architect's modifications to the Contract Documents.

§ 3.3.18 The Construction Manager shall assist the Initial Decision Maker in the review, evaluation and documentation of Claims, subject to Section 4.2.2.7.

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

§ 3.3.20 The Construction Manager shall promptly review all Shop Drawings, Product Data, Samples, and other submittals from the Contractors for compliance with the submittal requirements of the Contract, coordinate submittals with information contained in related documents, and transmit to the Architect those that the Construction Manager recommends for approval. The Construction Manager's actions shall be taken in accordance with the Project submittal schedule approved by the Architect, or in the absence of an approved Project submittal schedule, with such reasonable promptness as to cause no delay in the Work or in the activities of the Contractors, the Owner, or the Architect.

§ 3.3.20.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractors by the Contract Documents, the Construction Manager shall review those submittals for sequencing, constructability, and coordination impacts on the other Contractors. The Construction Manager shall discuss its findings with the Owner and the Architect, and coordinate resolution, as necessary, of any such impacts.

§ 3.3.21 The Construction Manager shall keep a daily log containing a record of weather, each Contractor's Work on the site, number of workers, identification of equipment, Work accomplished, problems encountered, and other similar relevant data as the Owner may require.

§ 3.3.21.1 The Construction Manager shall collect, review for accuracy, and compile the Contractors' daily logs; and include them in the Construction Manager's reports prepared and submitted in accordance with section 3.3.21.2.

§ 3.3.21.2 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 identified below:

- .1 Work completed for the period;
- .2 Project schedule status;
- .3 Submittal schedule and status report, including a summary of remaining and outstanding submittals;
- .4 Request for information, Change Order, and Construction Change Directive status reports;
- .5 Tests and inspection reports;
- .6 Status report of nonconforming and rejected Work;
- .7 Daily logs;
- .8 Summary of all Contractors' Applications for Payment;
- .9 Cumulative total of the Cost of the Work to date including the Construction Manager's compensation and reimbursable expenses at the job site, if any;
- .10 Cash-flow and forecast reports;
- .11 Photographs to document the progress of the Project;
- .12 Status reports on permits and approvals of authorities having jurisdiction; and
- .13 Any other items the Owner may require;

§ 3.3.21.3 In addition, for Projects constructed on the basis of the Cost of the Work, the Construction Manager shall include the following additional information in its progress reports:

- .1 Contractors' work force reports;
- .2 Equipment utilization report;
- .3 Cost summary, comparing actual costs to updated cost estimates; and
- .4 Any other items as the Owner may require:

§ 3.3.22 Utilizing the documents provided by the Contractors, the Construction Manager 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, Architect, and Contractors. Upon completion of the Project, the Construction Manager shall deliver them to the Owner.

§ 3.3.23 The Construction Manager shall arrange for the delivery, storage, protection and security of Owner-purchased materials, systems and equipment that are a part of the Project until such items are incorporated into the Work.

§ 3.3.24 With the Owner's maintenance personnel, the Construction Manager shall observe the Contractors' final testing and start-up of utilities, operational systems and equipment and observe any commissioning as the Contract Documents may require.

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

§ 3.3.26 When the Work of all of the Contractors, or designated portion thereof, is substantially complete, the Construction Manager shall prepare, and the Construction Manager and Architect shall execute, a Certificate of Substantial Completion. The Construction Manager shall submit the executed Certificate to the Owner and Contractors. The Construction Manager shall coordinate the correction and completion of the Work. Following issuance of a Certificate of Substantial Completion of the Work or a designated portion thereof, the Construction Manager shall perform an inspection to confirm the completion of the Work of the Contractors and make recommendations to the Architect when the Work of all of the Contractors is ready for final inspection. The Construction Manager shall assist the Architect in conducting the final inspection.

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

§ 3.3.28 The Construction Manager shall coordinate receipt, and delivery to the Owner, of other items provided by the Contractors, such as keys, manuals, and record drawings. The Construction Manager shall forward to the Architect a final Project Application for Payment and Project Certificate for Payment, or a final Application for Payment and final Certificate for Payment, upon the Contractors' compliance with the requirements of the Contract Documents.

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

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

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Construction Manager shall provide the listed Supplemental Services only if specifically designated in the table below as the Construction Manager's responsibility, and the Owner shall compensate the Construction Manager as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Construction Manager is designated, the parties agree that the listed Supplemental Service is not being provided for the Project. *(Designate the Construction Manager's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Construction Manager or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)*

Supplemental Services	Responsibility (Construction Manager, Owner or not provided)
§ 4.1.1.1 Measured drawings	Owner
§ 4.1.1.2 Tenant-related services	Owner
§ 4.1.1.3 Commissioning	Owner
§ 4.1.1.4 Development of a commissioning plan	Owner
§ 4.1.1.5 Sustainable Project Services pursuant to Section 4.1.3	Owner
§ 4.1.1.6 Furniture, furnishings and equipment delivery, and installation coordination	Owner
§ 4.1.1.7 Furniture, furnishings and equipment procurement assistance	Owner
§ 4.1.1.8 Assistance with site selection	Owner
§ 4.1.1.9 Assistance with selection of the Architect	Owner
§ 4.1.1.10 Furnish land survey	Owner
§ 4.1.1.11 Furnish geotechnical engineering services	Owner
§ 4.1.1.12 Provide insurance advice	Owner
§ 4.1.1.13 Provide supplemental Project risk analysis and mitigation strategies	Owner
§ 4.1.1.14 Stakeholder relationships management	Owner
§ 4.1.1.15 Owner moving coordination	Owner
§ 4.1.1.16 Coordination of Owner's Separate Contractors	Owner
§ 4.1.1.17 Other Supplemental Services	Owner

§ 4.1.2 Description of Supplemental Services

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

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

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

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

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Construction Manager shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E235™–2019, Sustainable Projects Exhibit, Construction Manager as Adviser Edition, attached to this Agreement. The Owner shall compensate the Construction Manager as provided in Section 11.2.

Not applicable

§ 4.2 Construction Manager's Additional Services

§ 4.2.1 The Construction Manager may provide Additional Services after execution of this Agreement, without invalidating this Agreement. Except to the extent services required due to the fault of the Construction Manager, any Additional Services provided in accordance with this Section 4.2 shall entitle the Construction Manager to compensation pursuant to Section 11.3.

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

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method, or bid packages in addition to those listed in Section 1.1.6. Services necessitated by sections 6.4 and 6.6 shall not be considered additional services;
- .2 Services necessitated by the enactment or revision of codes, laws, regulations or official interpretations after the date of this Agreement;
- .3 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's other consultants or contractors;
- .4 Preparation of documentation for alternate bid or proposal requests proposed by the Owner;
- .5 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .6 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Construction Manager is party thereto;
- .7 Consultation concerning replacement of Work resulting from fire or other cause during construction and furnishing services required in connection with the replacement of such Work; or
- .8 Assistance to the Initial Decision Maker.
- .9 Providing assistance to the Initial Decision Maker in evaluating an extensive number of Claims submitted by a Contractor or others in connection with the Work.

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

- .1 Services required in an emergency to coordinate the activities of a Contractor or Contractors in the event of risk of personal injury or serious property damage, consistent with Section 3.3.15.

§ 4.2.4 Except for services required under Section 3.3.30, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work, or (2) the anticipated date of Substantial Completion identified in the Initial Information, whichever is earlier, shall be compensated as Additional Services to the extent the Construction Manager incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within () months of the date of this Agreement, through no fault of the Construction Manager, extension of the Construction Manager's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria; special equipment; systems; and site requirements.

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

§ 5.3 The Owner acknowledges that accelerated, phased, or fast-track design and construction provides a benefit, but also carries with it the risk of additional costs. If the Owner selects accelerated, phased or fast-track scheduling, the Owner agrees to include in the budget for the Project sufficient contingencies to cover such costs.

§ 5.4 The Owner shall retain an Architect to provide services, duties and responsibilities as described in AIA Document AIA B101-2017, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition. The Owner shall provide the Construction Manager with a copy of the scope of services in the agreement executed between the Owner and Architect, and any further modifications to the Architect's scope of services in the agreement.

§ 5.5 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions pertaining to documents the Construction Manager submits in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Construction Manager's services. See 1.1.9 for Owner Representative.

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

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

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

§ 5.9 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E235™-2019, Sustainable Projects Exhibit, Construction Manager as Adviser Edition, attached to this Agreement.

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

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

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

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

§ 5.14 The Owner reserves the right to perform construction and operations related to the Project with the Owner's own forces, and to award contracts in connection with the Project which are not part of the Construction Manager's responsibilities under this Agreement. The Construction Manager shall notify the Owner if any such independent action will interfere with the Construction Manager's ability to perform the Construction Manager's responsibilities under this Agreement. When performing construction or operations related to the Project, the Owner agrees to be subject to the same obligations and to have the same rights as the Contractors.

§ 5.15 The Owner shall communicate with the Contractors and the Construction Manager's consultants through the Construction Manager about matters arising out of or relating to the Contract Documents. The Owner and Construction Manager shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Construction Manager otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.16 Before executing the Contracts for Construction, the Owner shall coordinate the Construction Manager's duties and responsibilities set forth in the Contracts for Construction with the Construction Manager's services set forth in this Agreement. The Owner shall provide the Construction Manager a copy of the executed agreements between the Owner and Contractors, including the General Conditions of the Contracts for Construction.

§ 5.17 The Owner shall provide the Construction Manager access to the Project site prior to commencement of the Work and shall obligate the Contractors to provide the Construction Manager access to the Work wherever it is in preparation or progress.

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

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include the Contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work includes the compensation of the Construction Manager and Construction Manager's Consultants during the Construction Phase only, including compensation for reimbursable expenses at the job site, if any. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

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

§ 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.

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

§ 6.5 If the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 terminate in accordance with Section 9.5;
- .3 in consultation with the Construction Manager and Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .4 implement any other mutually acceptable alternative.

§ 6.6 If the Owner chooses to revise the Project program, scope, or quality to reduce the Cost of the Work pursuant to Section 6.5.3, or if the bids or proposals received from the prospective Contractors, in the aggregate, exceed the Owner's budget for the Cost of the Work, and the Owner chooses to revise the Project program, scope, or quality to reduce the Cost of the Work, the Construction Manager shall cooperate with the Owner and Architect to develop the necessary revisions, update the cost estimate, and obtain additional bids. The Construction Manager will perform the services described in Sections 6.4 and 6.6 without additional compensation.

ARTICLE 7 COPYRIGHTS AND LICENSES

The Construction Manager and the Construction Manager's consultants, if any, shall not own or claim a copyright in the Instruments of Service. The Construction Manager, the Construction Manager's consultants, if any, and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Construction Manager shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this 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 Construction Manager waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Construction Manager waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A232-2019, General Conditions of the Contract for Construction. The Owner or the Construction Manager, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Construction Manager shall indemnify and hold the Owner and the Owner's officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Construction Manager, its employees and its consultants in the performance of professional services under this Agreement. The Construction Manager's obligation to indemnify and hold the Owner and the Owner's officers and employees harmless does not include a duty to defend. The Construction Manager's duty to indemnify the Owner under this Section 8.1.3 shall be limited to the available proceeds of the insurance coverage required by this Agreement.

§ 8.1.4 The Construction Manager and Owner waive consequential, special, incidental and punitive damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is

applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation.

§ 8.2.2 A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 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.

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

(Check the appropriate box.)

- ☐ Arbitration pursuant to Section 8.3 of this Agreement
- ☒ 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, the dispute will be resolved in a court of competent jurisdiction.

§ 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement 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 this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 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, dispute or other matter in question 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, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, 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).

§ 8.3.4.2 Either party, at its sole discretion, 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.

§ 8.3.4.3 The Owner and Construction Manager grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Construction Manager under this Agreement.

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Construction Manager in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Construction Manager's option, cause for suspension of performance of services under this Agreement. If the Construction Manager elects to suspend services, the Construction Manager shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Construction Manager shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Construction Manager all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Construction Manager's services. The Construction Manager's fees for the remaining services and the time schedules shall be equitably adjusted.

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

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

§ 9.4 Either party may terminate this Agreement with seven (7) days' notice if other party fails to perform

§ 9.5 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.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Construction Manager terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Construction Manager for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Construction Manager's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Construction Manager terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Construction Manager the following termination fee:

(Set forth below the amount of any termination fee, or the method for determining any termination fee.)

An amount equal to 10% of remaining fees for that respective phase to which the project is currently in

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

Init.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A232–2019, General Conditions of the Contract for Construction, except for purposes of this Agreement, the term "Work" shall include the work of all Contractors under the administration of the Construction Manager and the Architect.

§ 10.3 The Owner and Construction Manager, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Construction Manager shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Construction Manager by the Owner prior to the assignment.

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

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

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

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

§ 10.8 If the Construction Manager or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

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

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and

enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Construction Manager's Basic Services described under Article 3, the Owner shall compensate the Construction Manager as follows:

§ 11.1.1 For Preconstruction Phase Services in Section 3.2:

(Insert amount of, or basis for, compensation, including stipulated sums, multiples or percentages.)

See attached Construction Management Fee Proposal dated 7-9-2021

§ 11.1.2 For Construction Phase Services in Section 3.3:

(Insert amount of, or basis for, compensation, including stipulated sums, multiples or percentages.)

See attached Construction Management Fee Proposal dated 7-9-2021

§ 11.2 For the Construction Manager's Supplemental Services designated in Section 4.1.1, and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Construction Manager as follows:

(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

Not applicable

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Construction Manager as follows:

(Insert amount of, or basis for, compensation.)

Per rates as listed in Article 11.5 and 11.6

§ 11.4 Compensation for Supplemental and Additional Services of the Construction Manager's consultants when not included in Sections 11.2 or 11.3, shall be the amount invoiced to the Construction Manager plus zero percent (0%), or as follows:

(Insert amount of, or basis for computing, Construction Manager's consultants' compensation for Supplemental or Additional Services.)

11.4 in its entirety is Not Applicable since no consultants are included within this agreement

§ 11.5 The hourly billing rates for services of the Construction Manager and the Construction Manager's consultants are set forth below. The rates shall be adjusted in accordance with the Construction Manager's and Construction Manager's consultants' normal review practices.

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Rates:

Employee or Category	Rate (\$0.00)
Project Manager	\$110.00/hr.
Project Coordinator	\$95.00/hr.
Office Manager	\$65.00/hr.
Contract Manager	\$60.00/hr.

§ 11.6 Compensation for Reimbursable Expenses

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

- .1 Dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .2 Permitting and other fees required by authorities having jurisdiction over the Project;

Init.

- .3 Printing, reproductions, plots, and standard form documents;
(Paragraph deleted)
- .4 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .5 Professional photography, and presentation materials requested by the Owner;
- .6 If required by the Owner, and with the Owner's prior written approval, the Construction Manager's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Construction Manager's consultants;
- .7 All taxes levied on professional services and on reimbursable expenses;
- .8 Site office expenses; and
- .9 Other similar Project-related expenditures.

§ 11.6.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Construction Manager and the Construction Manager's consultants plus zero percent (0%) of the expenses incurred.

§ 11.7 **Construction Manager's Insurance.** If the types and limits of coverage required in Section 2.8 are in addition to the types and limits the Construction Manager normally maintains, the Owner shall pay the Construction Manager for the additional costs incurred by the Construction Manager for the additional coverages as set forth below.

(Insert the additional coverages the Construction Manager is required to obtain in order to satisfy the requirements set forth in Section 2.8, and for which the Owner shall reimburse the Construction Manager.)

§ 11.8 Payments to the Construction Manager

§ 11.8.1 Initial Payment

§ 11.8.1.1 An initial payment of zero (\$0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.8.2 Progress Payments

§ 11.8.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Construction Manager's invoice. Amounts unpaid sixty (60) 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.)

12% Twelve

§ 11.8.2.2 The Owner shall not withhold amounts from the Construction Manager's compensation to impose a penalty or liquidated damages on the Construction Manager, or to offset sums requested by or paid to Contractors for the cost of changes in the Work, unless the Construction Manager agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.8.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

(Include other terms and conditions applicable to this Agreement.)

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the 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 the Owner and Construction Manager.

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

- .1 AIA Document C132™–2019, Standard Form Agreement Between Owner and Construction Manager as Adviser

(Paragraphs deleted)

- .2 Exhibits:

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

☐ AIA Document E235™–2019, Sustainable Projects Exhibit, Construction Manager as Adviser Edition, dated as indicated below:

(Insert the date of the E235–2019 incorporated into this agreement.)

☐ Other Exhibits incorporated into this Agreement:

(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits identified in Section 4.1.2.)

- .3 Other documents:

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

1. Certificate of Insurance – General Liability/Professional Liability
2. Construction Management Fee Proposal Dated 7-9-2021

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

OWNER (Signature)

Pete Zimmerman, Mayor
(Printed name and title)


CONSTRUCTION MANAGER (Signature)

Lawrence Filippi, Vice President
(Printed name and title)

ATTEST (Signature)

Nick Haggemiller, City Administrator
(Printed name and title)

Init.



CONTGRO-01

LEAH

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/10/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Mahowald Insurance Agency, LLC 916 W Saint Germain St Suite 100 Saint Cloud, MN 56301-4096	CONTACT NAME: Leah Sundvall		
	PHONE (A/C, No, Ext): (320) 257-6874 151	FAX (A/C, No):	
	E-MAIL ADDRESS: l.sundvall@mahowald.net		
INSURED Contegrity Group, Inc. 101 1st Street SE Little Falls, MN 56345	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Nationwide Insurance		23787
	INSURER B : SFM		11347
	INSURER C : Chubb Group of Insurance Companies		20281
	INSURER D :		
	INSURER E :		
INSURER F :			

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:			ACPLAO3069608758	1/1/2022	1/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 1,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 EBL AGGREGATE \$ 2,000,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			ACPBAL3069608758	1/1/2022	1/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
A	☒ UMBRELLA LIAB ☒ EXCESS LIAB ☐ DED ☒ RETENTION \$ 0			ACPCAA3069608758	1/1/2022	1/1/2023	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	123606.203	1/1/2022	1/1/2023	PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
C	Professional Liabili			70163822	1/1/2022	1/1/2023	2,000,000 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Howard Lake is included as blanket additional insured with regards to commercial general liability, while required by written contract.

CERTIFICATE HOLDER

CANCELLATION

City of Howard Lake
625 8th Avenue
PO Box 736
Howard Lake, MN 55349

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Fee Proposal

CITY OF HOWARD LAKE LIBRARY PROJECT CONSTRUCTION MANAGEMENT FEE PROPOSAL 07-09-2021

CM FEE BASED ON A CONSTRUCTION COST OF \$3,300,000.00 AND PROJECT BUDGET OF \$4,300,000.00						
	PRE-CONSTRUCTION			CONSTRUCTION PHASE		TOTALS
* CONSTRUCTION MANAGEMENT FEE	Pre-Construction	Construction Documents	Bidding & Contract Award	Construction	Warranty	
	10%	10%	5%	70%	5%	
Basic Construction Mgmt. Fee	9,800.00	9,800.00	4,900.00	68,600.00	4,900.00	
					CM FEE TOTAL	\$98,000.00

* Invoiced in equal monthly installments over the course of each respective phase.

ON SITE SUPERVISION	2022
Project Coordinator	\$16,500.00
Reimbursables	\$3,200.00
MONTHLY TOTAL	\$19,700.00

Notes:

1. The following items are included in this fee proposal: Travel expenses for both the Project Manager, Project Coordinator, vehicle, housing and meal expenses. CGI's in-house copies, postage, telephone, internet, cell phone and miscellaneous office supplies for both the home and field offices. Jobsite office equipment provided includes computer, telephone, copier.

2. Fees to be invoiced in equal monthly installments over the course of each respective phase. Indicated fee and reimbursable portion for the Warranty period to be invoiced after completion of the one-year period.

Contegrity Group, Inc. does not markup General Conditions items. General Condition items are received, compiled and passed along to owner for direct payment to vendor. All General Condition items are secured by Construction Manager on behalf of the Owner. The following is a list of typical General Condition items which are not part of this fee proposal: Jobsite office trailer, temp toilets, temp power, temp water, temp heat, building permits, equipment rental, surveying, trucking, testing, construction signs, temp roads, temp enclosures, safety barricades, temp fencing, storage facilities, clean up, rubbish removal, snow removal, blueprinting (including distribution cost), security, photographs, gas & oil, dewatering, fire extinguishers, moving expenses, etc. If CGI were to provide the jobsite trailer, our monthly rate, which includes delivery, setup/removal & steps is \$600.00/month.

Note: Due to the inherent nature of the CM-R method with loaded contingencies and inflated budgets we will respectfully decline the work if it is decided to go this route. Our value system does not align with the present CM-R system currently being delivered on other projects.

**City of Howard Lake
New Library**

Construction Manager Proposal Tabulation

	RAM Construction	Terra Construction	Contegrity Group	Larson Building	Miller Construction
Construction Manager Agent					
Preconstruction Services	\$ 43,000.00	\$ 4,900.00	\$ 24,500.00	\$ 20,000.00	\$ 10,000.00
Construction Services	\$ 56,000.00	\$ 351,318.00	\$ 73,500.00	\$ 125,000.00	\$ 99,000.00
Construction Development	7 ppl : 450 hrs	6 ppl : 280 hrs	480 hrs	1 ppl : 50 hrs	1 ppl : 60 hrs
Bidding	6 ppl : 540 hrs	6 ppl : 60 hrs	130 hrs	1 ppl : 100 hrs	1 ppl : 60 hrs
Construction Administration	5 ppl : 280 hrs	7 ppl : 3,056 hrs	2,900 hrs	2 ppl : 700 hrs	2 ppl : 1,600 hrs
Subtotal Proposed Hours	1,270	3,396	3,510	850	1,720
Estimate of General Conditions	included above	\$ 45,018.00	included above	\$ 225,000.00	\$ 135,000.00
Subtotal for CMA	\$ 99,000.00	\$ 401,236.00	\$ 98,000.00	\$ 370,000.00	\$ 244,000.00
Construction Manager At Risk					
Preconstruction Services	\$ 55,000.00	\$ 4,900.00	Not Recommended	\$ 20,000.00	\$ 10,000.00
Construction Services	\$ 55,000.00	\$ 351,318.00		\$ 175,000.00	\$ 132,000.00
Construction Development	7 ppl : 520 hours	6 ppl : 280 hrs		1 ppl : 50 hrs	1 ppl : 60 hrs
Bidding	6 ppl : 540 hours	6 ppl : 60 hrs		1 ppl : 100 hrs	1 ppl : 60 hrs
Construction Administration	7 ppl : 1,400 hours	7 ppl : 3,056 hrs		2 ppl : 700 hrs	2 ppl : 1,600 hrs
Subtotal Proposed Hours	2,460	3,396		850	1,720
Estimate of General Conditions	\$ 88,000.00	\$ 77,748.00		\$ 225,000.00	\$ 135,000.00
Subtotal for CMaR	\$ 198,000.00	\$ 433,966.00		\$ 420,000.00	\$ 277,000.00
Confirmation of B3 Program	Yes	Yes	Yes	Yes	Yes
Confirmation of Pay App Tracking	Yes	Yes	Yes	Yes	Yes
Recommended Model	CMaR	CMaR	CMA	Either	Either

RFP for
Construction
Management
Services

City of Howard Lake



New Library Project



cgi

delivering clear value

101 1st St. SE
Little Falls, MN 56345
320.632.1940
ContegrityGroup.com

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CITY OF HOWARD LAKE

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Howard Lake, MN

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- ▮ Responsibilities
- ▮ References
- ▮ Timeline
- ▮ Fee Proposal





Cover Letter

July 8, 2021



City of Howard Lake
Nick Haggenmiller, City Administrator
625 8th Ave/PO Box 736
Howard Lake, MN 55349

Dear Mr. Haggenmiller:

We at Contegritty Group, Incorporated, are pleased to submit the following Request for Proposal (RFP) package for your consideration. This proposal includes our offer to provide Construction Management services for the City of Howard Lake, new library project.

Our dedicated team has managed a sizeable portfolio of completed outstate Minnesota projects with local government entities that include city halls, fire halls, police stations, jail facilities, law enforcement centers, judicial and courts facilities, secured treatment facilities, county government centers, health and human services buildings, and public works facilities. It is with this public sector knowledge base and skill level that we can ensure a well-managed, successful, and quality project within the time-period identified. Our team has also worked on projects with the State of Minnesota B-3 guidelines in place and can respond rather quickly if changes to this approach are required. We would be pleased to have this opportunity to serve the City of Howard Lake in providing valuable services to its residents.

We take great pride in the projects we have completed and believe we have made decisions and managed our projects in the best interest of the owner. We are confident that our references will reaffirm this notion. Should we ultimately be selected, our commitment to your project would be unsurpassed, as it is our desire to see that this project is one that the City of Howard Lake and all involved will be proud of.

We sincerely appreciate this opportunity in presenting our team qualifications and management proposal.
Thank You!

Sincerely,

Pete Filippi
President / Owner



Description of Firm

CONTEGRITY GROUP, Inc was established in August 2006 in the spirit of providing clients with pure construction management. This philosophy provides owners a financially beneficial alternative to the general contractor arrangement while receiving a professional construction process.

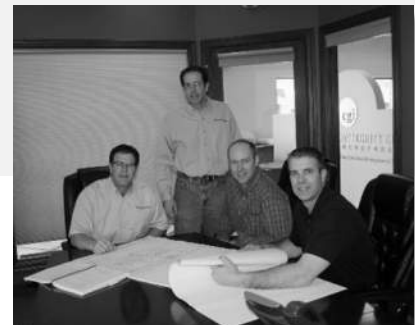
As construction manager, our role is to assist owners from project inception, including cost estimating and analysis during the design phase, through actual construction and final warranty closeout. Communicating with the entire design team, clearly and openly throughout the project, saves time and money along with keeping the project within scope and budget. After project completion, Contegritty Group also continues to keep in close communication with owners through the warranty phase, the 11-month walk-through, and beyond. This concept ensures our owners have an experienced advocate to professionally guide them through the construction process with total collaboration - **saving time and money**.

In essence, our approach places us on the same side of the table as the City, not the contractors. We become a member of the City's team and will look after your best interests. By self-performing construction work, it is our opinion that it crosses the line on why a Construction Manager is being hired. In addition, being Contegritty Group is not competing with local companies, it enables us to obtain the best price through competitive bidding. Our commitment to the Agency Construction Management method allows the City to make informed decisions based on your objectives while at the same time knowing **Contegritty Group's allegiance to the City does not waiver**.

FIRM NAME: Contegritty Group, Incorporated
YEAR ESTABLISHED: 2006

LOCATION: 101 1st Street SE
Little Falls, MN 56345

CONTACT: Pete Filippi, President/Owner
CELL: 320.630.4712
EMAIL: pete@contegrittygroup.com



Principals (left to right):

- **Larry Filippi** (Vice President)
- **Mike Filippi** (Vice President)
- **Travis Fuechtmann** (Vice President)
- **Pete Filippi** (President)



contegrittygroup

| Construction Management

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Project Team

Larry Filippi

Principal | Project Manager



Larry is a graduate of Bemidji State University with a Bachelor of Science in Industrial Technology / Construction Management. Larry's construction career includes twenty-six years of experience in agency construction management. His management experience has been in capacities ranging from on-site Project Supervisor, Project Manager and Contract Administrator and he has an in-depth knowledge in all areas of construction management. Currently, Larry is the Sr. Project Manager for the Wright County Government Center project and the Redwood County Government and Justice Center Projects.

- ▶ Todd-Wadena Electric Coop
- ▶ Douglas County Courts
- ▶ Douglas County Public Works
- ▶ Douglas County Law Enforcement Center
- ▶ Douglas County Jail
- ▶ Stevens County Law Enforcement Center
- ▶ Renville County Jail / Government Center
- ▶ Kanabec County Jail
- ▶ Pope County Government Center
- ▶ Crow Wing County Jail
- ▶ Morrison County Public Works
- ▶ McLeod County Secure Entry and Jail
- ▶ Lyon County Courts Facility
- ▶ St. Peter Regional Treatment Center
- ▶ Nisswa Fire Hall

Travis Fuechtmann

Principal | Project Manager



Having grown up in the construction business, Travis attended North Dakota State University and obtained a Bachelor of Science degree in Construction Management, Construction Engineering and Business Administration. Travis joined Contegrity Group, Inc. in 2008, as a Project Coordinator and became part owner in 2016. Prior to this career move Travis was employed as a Field Engineer by a multi-national firm building commercial construction projects, including hospital/healthcare facilities. He is currently project manager for the Aitkin County Government Center and the Crosby-Ironton Public Schools Projects.

- ▶ Sebeka Public Schools
- ▶ Hubbard County Courthouse
- ▶ Heritage Living Center (Hubbard County)
- ▶ Aitkin County Government Center
- ▶ Nicollet County Health & Human Services
- ▶ Pennington County Justice Center
- ▶ Todd County Historic Courthouse
- ▶ Nevis Public Schools
- ▶ Crosby Public Schools
- ▶ Stevens County Government Center
- ▶ Pope County Law Enforcement Center
- ▶ Kanabec County Jail
- ▶ Minnesota Public Radio Office Complex
- ▶ Marriott Hotel and Convention Center
- ▶ St. Gabriel's Hospital

Pete Filippi

Principal | Project Manager



Pete is a graduate of St. Cloud State University with a Bachelor of Science in Industrial Technology / Education. Pete has completed many government projects in the project manager capacity. Overall, Pete has twenty-five years of experience in agency construction management, initially as on-site Project Supervisor and the past twenty years as a Project Manager. Prior to his career in construction management, Pete taught school and operated his own construction company for 5 years; it is here that he gained extensive hands-on construction trades experience that benefits each project he's associated. As a project manager and officer of the firm, Pete is currently Sr. Project Manager for the Wright County Justice Center project, Buffalo MN and the City of Hutchinson Police Facility.

- Pennington County Justice Center
- Chisago County Jail and LEC
- Chisago County Emergency Communication Center
- Sibley County Facility Improvements
- Lyon County Jail
- Mille Lacs County Courts Facility
- Mille Lacs County Courthouse Remodel
- Mille Lacs County Square Building Remodel
- Aitkin County Jail Project
- Breezy Point Public Safety Building
- Polk County Justice Center/NWRCC Jail
- Beltrami County Judicial Center
- Beltrami County Jail Expansion
- Beltrami County Administration Building
- Beltrami County Public Works

"Contegrity Group, Inc. was very professional with the management and construction of our Office Building in Little Falls. We faced numerous challenges that we overcame with city building codes allowing us to maximize our building and land potential.

Contegrity Group was there from the very beginning through completion of a well designed and constructed building. We were well informed of the construction process and progress, keeping the project right on time and on budget. Contegrity Group's management provided excellent service and advice as our project was constructed. We thank them for a job well done and would highly recommend them to anyone!"

*Michael & Brian Wochnick
Professional Building Owners*

Project Team Support



Traci Klemish
Office Manager

Project Team Support

The team concept is such that involvement and support from other CGI team members will be provided to additionally enhance and solidify the management service agreement and commitment to the City of Howard Lake. Individual team members will be:

Traci Klemish, as **Office Manager** oversees day-to-day operations, manages human resources responsibilities, and presides over financial revenue and expenses including client billing, accounts payable, and accounts receivable. Traci assists in maintaining efficiencies throughout the office. She is detail oriented and provides overall support to the rest of the team and clients.



Stacey Rausch
Administrative Support

Stacey Rausch, as **Administrative Support** assists all team members. She will review and keep Certificates of Insurance current, while ensuring the required project submittals; (i.e. contractor state registration, schedule of values, Performance/Payment Bonds, safety data sheets, list of sub/suppliers) are received, reviewed and current.



Karen Schelonka
Contract Administrator

Karen Schelonka, as **Contract Administrator** will manage all the trade contractor contracts, change orders, bonding, contractor pay requests, and lien waivers as well as provide monthly updates of the project budget.



Justin Thorne
Assistant Project Manager

Justin Thorne, as **Assistant Project Manager** will assist with estimating during the design phase. He also handles the bidding process and plan room coordination along with the trade contractor Shop Drawings, RFIs, PRs and ASIs. He supports the project manager & project coordinator with various other items as well.

Get to know more about Contegrity Group team members at:

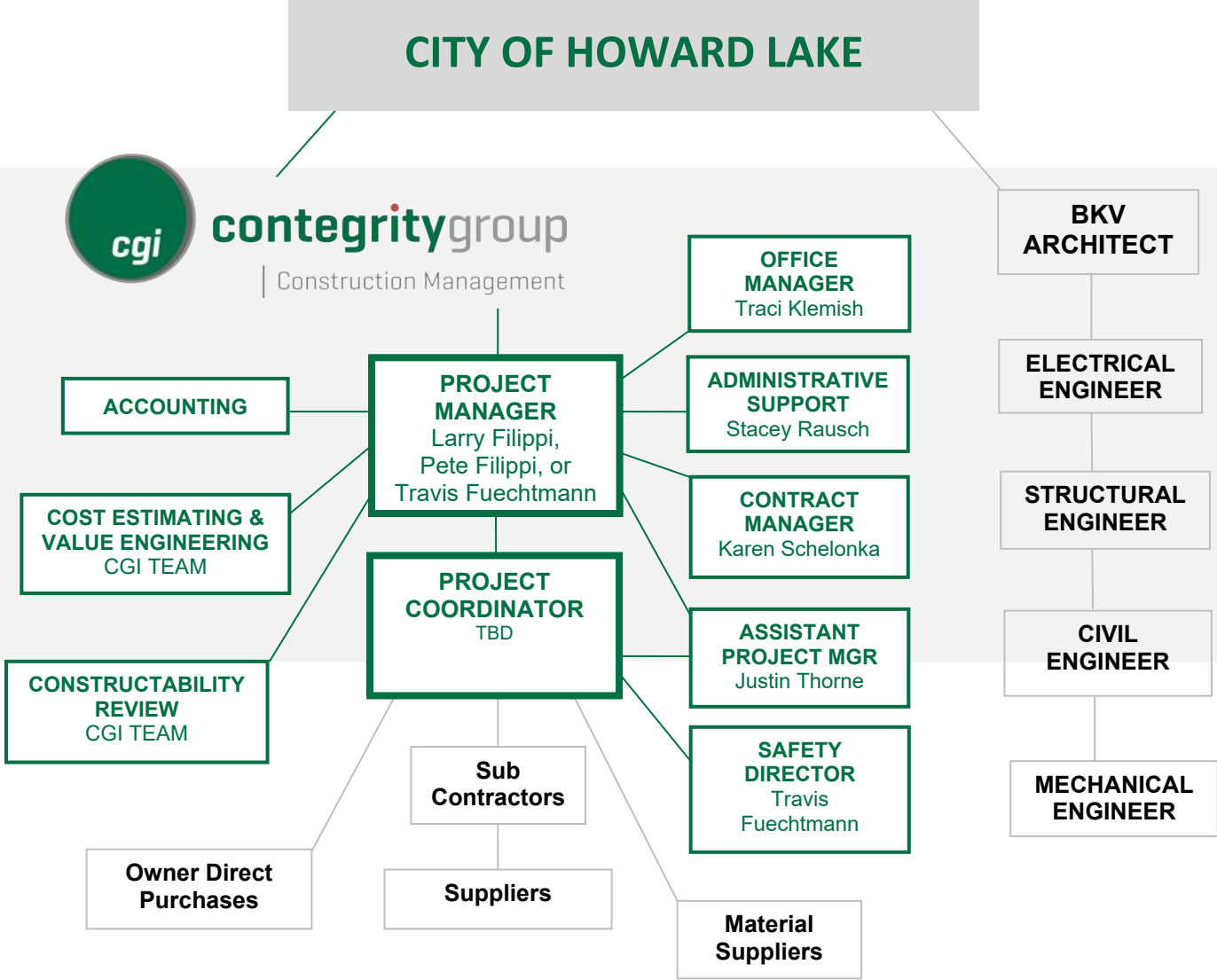
www.contegritygroup.com/team

CITY OF HOWARD LAKE



contegritygroup

Construction Management



Project Experience

The following is a listing of Contegrity Group's project experience over the past fifteen (15) years.

- Aitkin County Government Center
- Anderson Custom Processing
- Chisago County Emergency Communications Center
- Chisago County Jail and LEC
- City of Brainerd City Hall
- City of Brainerd Police Department
- City of Flensburg Municipal Liquor Store
- City of Hutchinson Police Department
- City of Mora Municipal Liquor Store
- City of Lakeville Fire Station/Heritage Center
- City of Little Falls Fire Station #2
- Crosby Ironton ISD #182 Public Schools
- Crow Wing County Land Services Remodel
- Cuyuna Range Elementary School Remodel
- Douglas County Administrative Building
- Douglas County Courts Holding Facility
- Douglas County Jail
- Douglas County Law Enforcement Center
- Douglas County Public Works Facility
- Douglas County DOC/Probation Office Build-out
- Hubbard County Social Services Remodel
- Hubbard County Courthouse Remodel
- Itasca County Jail
- Itasca County Dispatch Center
- Jackson County Government Center
- Jackson County Public Works Facility
- Januschka Office Building Remodel
- Kanabec County Jail & LEC
- Little Falls Community School District
- Lyon County Jail & Law Enforcement Center
- Lyon County MPCA Office Expansion
- McLeod County Secure Entry and Jail Expansion
- McLeod County Government Center
- Meeker County Probation Remodel
- Mercer County, ND Courthouse & Jail
- Mesabi East School K-12
- Mille Lacs County Courts Facility
- Mille Lacs County Historic Courthouse Remodel
- Mille Lacs County Square Building
- Morrison County Government Center
- Morrison County Remote Highway Shop
- Morrison County Public Safety Annex
- Nevis Public School
- Nicollet County Health and Human Services
- Nicollet County Sheriff's Office Remodel
- Nicollet County Services Building – Exterior Improvements
- Pennington County Justice Center
- Pequot Tool and Manufacturing
- Pope County Government/Law Enforcement Center
- Pope County Courthouse North Entry Reconstruction
- Pope County HRA Housing / Bay Meadows
- Pope County Health and Human Services Renovation
- Redwood County Government Services Center
- Redwood County Justice Center
- Renville County Historic Courthouse Renovation
- Renville County Human Services Addition
- Renville County Jail/Law Enforcement Center
- Renville County Security Improvements
- Riitters Thompson & Olson Office Building
- Sebeka Public Schools
- Sibley County Facilities Improvements
- State of Minnesota St. Peter Regional Treatment Center/Shantz Hall Renovation
- Stearns County Jail Study
- Stevens County Government/Law Enforcement Center
- Todd County Historic Courthouse Renovation
- Todd County Health and Human Services Addition/Remodel
- Todd-Wadena Electric Coop
- Traill County, ND Human Services Renovation
- Traill County, ND Elevator/Stairway Project
- Winona County Office Building
- Wochnick Office Building
- Wright County Justice Center
- Wright County Government Center
- Yellow Medicine County Office Renovation
- Yellow Medicine County Courthouse Remodel
- Zion Lutheran Church



contegritygroup

Construction Management

wright county justice center



project details



Project Location:

Buffalo, MN

Project Description:

New Court Facility to be connected to LEC Facility

Square Footage:

100,000



*Photos courtesy of BKV Architects

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Little Falls, MN 56345

ContegrityGroup.com



wright county government center



project details

Project Location:

Buffalo, MN

Project Description:

New Government Center

Square Footage:

204,000



mcleod county government center



project details

Project Location:
Glencoe, MN

Project Description:
New Government Center

Square Footage:
44,602





contegritygroup

Construction Management

mcLeod county secure entry and jail addition



project details



Project Location:

Glencoe, MN

Project Description:

2016 Secure Entry & Jail Addition and Renovation

Square Footage:

41,000



*Photos courtesy of WoldArchitects

320.632.1940

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Little Falls, MN 56345

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contegritygroup

Construction Management

crosby ironton independent school district 182



project details



Project Location:

Crosby, MN

Project Description:

Cuyuna Range Elementary
School Interior Remodel

Square Footage:

14,000



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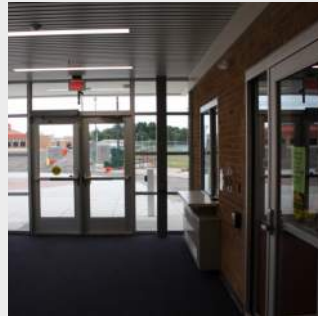
contegritygroup

Construction Management

little falls lindbergh elementary school renovation



project details



Project Location:

Little Falls, MN

Project Description:

Lindbergh Elementary
School Renovation

Square Footage:

113,624



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cgi

Small Town Experience

CGI resides in the small community of Little Falls, MN where all the owners have been born and raised. Growing up in a rural region has fostered our grounded value system. We purposely seek projects in outstate Minnesota where our hometown values align well with the people we work with.

We are often asked, “What is CGI’s greatest strength?” To which we answer simply, “It is the size of our company”. CGI is made up of 16 dedicated individuals that all reside in small rural communities. Our company does not have a fulltime marketing team and relies heavily on our references provided.

CGI is fortunate to have been recently selected by the City of Wadena to manage their new library project.

Advantages of CGI:

- 90% of our workload is in delivering public projects in outstate MN
- Extensive project experience within a 50-mile radius of Howard Lake
- Strong knowledge base of the local contractors in the area resulting in more project exposure and lower bids
- All estimating is done in-house (no outside consultants)
- We have teamed up with BKV on several successful projects
- Solid track record of being very protective with the owner’s budget
- References that we are very proud to have

Responsibilities

The following outlines the many services provided at each phase of your construction project. We at Contegrity Group, Inc. pride ourselves in being flexible and will refine, adjust and arrange these listed services to best meet your needs and expectations.



pre-construction phase



A. Review program furnished by owner

- Develop overall project schedule
- Develop overall organizational chart
- Develop a project directory of design team
- Establish a project budget

B. Schematic Design

- Prepare preliminary conceptual estimate
- Provide cost evaluations with alternative materials
- Review design documents (advise on the following)
 1. Proposed site use
 2. Material selection
 3. Building systems and equipment
 4. Project delivery systems
 5. Feasibility of construction

C. Schematic Design / Design Development

- Update project schedule
- Update conceptual estimates with increasing detail and refinement
- Identify long lead items
- Advise whenever details adversely affect constructability
- Assist owner in selecting (the following)
 1. Surveyors
 2. Consultants
 3. Testing agencies

D. Construction Documents

- Provide recommendations regarding
 1. Temporary facilities
 2. Services for common use of contractors
 3. Safety programs for contractors
- Develop bid categories

- Develop construction schedule including owner occupancy
- Coordinate process for acquiring long lead items
- Assist owner in their requirements for EEO policy
- Submit final construction estimate based on approval of construction documents by owner

E. Bidding / Bid Award

- Develop bidders list and generate interest in the project among trade contractors
- Establish bidding schedule
- Issue bidding documents
- Conduct bid opening
- Bid review and analysis
- Recommend bids for owner approval
- Prepare contracts
- Assist owner in obtaining permits

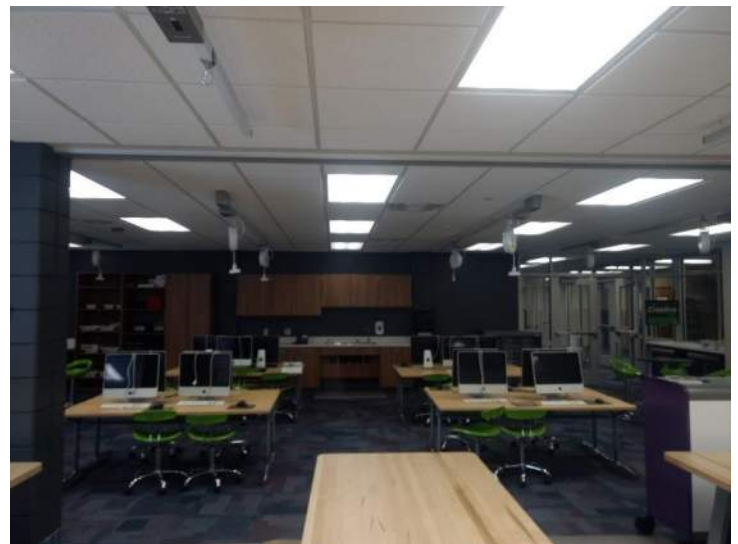
construction phase

- Administer contracts
- Develop starting schedule with contractors' input
- Develop cash flow forecasts
- Receive, validate, and process certificates of insurance
- Review contractor safety programs
- Review and process shop drawings, product data and samples
- Schedule construction activities of the contractors
- Schedule and coordinate sequence of construction
- Procure long lead items
- Coordinate staging areas
- Conduct jobsite meetings, prepare and distribute minutes
- Update construction schedules
- Process, review and certify pay requests
- Maintain daily progress logs
- Monitor and update project budget
- Ensure work is in accordance with construction documents
- Submit contract document interpretations to the architect
- Review requests for changes and issue change orders
- Assist owner/architect in review of claims
- Maintain a set of record drawings at the project site
- Coordination of owner purchased materials
- Observe final testing and start ups
- Prepare punch list with contractors
- Coordinate correction of non-conforming work
- Coordinate, obtain and review closeout documentation
 1. Warranties
 2. Owner training of equipment and systems
 3. Operations and maintenance manuals
 4. As-built drawings
 5. Extra stock

post-construction phase



- Coordinate all corrective work during warranty period
- Arrange for eleven-month walkthrough with owner and architect
- Maintain accessibility to owner



References

References for Minnesota Project Experience

Our reputation with our past clients is a testament to the service we provide.
Please see below references.

LEE KELLY

Wright County Administrator
Phone: 763-682-7378

JON RADEMACHER

City of Little Falls Administrator
Phone: 320-616-5500

SHEILA MURPHY

McLeod County Administrator
Phone: 320-864-1320

DEB GRUBER

Morrison County Administrator
Phone: 320-632-0295

HEATHER SCHLANGEN

Douglas County Coordinator
Phone: 320-762-3022

DAN CARLISLE

Todd-Wadena Electric Coop
Phone: 218-639-3972

BRANDON THYEN

Chisago County Sheriff
Phone: 651-213-6301

RAY KUZINA

Pennington County Sheriff
Phone: 218-681-6161

JOHN HENNAN

City of Lakeville Parks & Recreation Director
Phone: 952-985-5608

VICKI KNOBLOCH

Redwood County Administrator
Phone: 507-637-4016

LOREN STOMBERG

Lyon County Administrator
Phone: 507-537-6980

LISA HERGES

Renville County Administrator
320-523-3710

City of Howard Lake Library Project

DRAFT Design & Development Schedule

ID	Task Name	Start	Finish	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May
1	City of Howard Lake Library Project	Tue 7/20/21	Wed 4/20/22													
2	Design & Development	Tue 7/20/21	Wed 4/20/22													
4	Final Const. Mngr. Selection	Tue 7/20/21	Tue 7/20/21				◆ 7/20									
5	Design & Development Drawings	Fri 7/30/21	Thu 9/23/21													
7	City Council Approval of Plans / Specs.	Thu 9/23/21	Thu 9/23/21					◆ 9/23								
6	Final Plan Development / CD Documents	Mon 9/27/21	Fri 11/26/21													
3	State Plan Review	Mon 11/29/21	Fri 1/28/22													
8	Ad for Bid / Solicit Contractors	Mon 12/27/21	Fri 1/28/22													
9	Pre-Bid Meeting	Fri 1/14/22	Fri 1/14/22									◆ 1/14				
10	Bid Opening	Fri 1/28/22	Fri 1/28/22									◆ 1/28				
11	Qualify Contractors	Mon 1/31/22	Wed 2/9/22													
12	Council Approval	Wed 2/9/22	Wed 2/9/22										◆ 2/9			
13	Shop Drawings / Material Procurement	Thu 2/10/22	Wed 4/20/22													
14	Construction to Commence	Wed 4/20/22	Wed 4/20/22													◆ 4/20

Contegity Group has a proven track record of implementing and executing the project timelines in conjunction with our Scope of Services. This has been shown on the many projects completed in unison with BKV Group and the clients we work for.

Fee Proposal

CITY OF HOWARD LAKE LIBRARY PROJECT CONSTRUCTION MANAGEMENT FEE PROPOSAL 07-09-2021

CM FEE BASED ON A CONSTRUCTION COST OF \$3,300,000.00 AND PROJECT BUDGET OF \$4,300,000.00						
	PRE-CONSTRUCTION			CONSTRUCTION PHASE		TOTALS
* CONSTRUCTION MANAGEMENT FEE	Pre-Construction	Construction Documents	Bidding & Contract Award	Construction	Warranty	
	10%	10%	5%	70%	5%	
Basic Construction Mgmt. Fee	9,800.00	9,800.00	4,900.00	68,600.00	4,900.00	
					CM FEE TOTAL	\$98,000.00

* Invoiced in equal monthly installments over the course of each respective phase.

ON SITE SUPERVISION		2022
Project Coordinator		\$16,500.00
Reimbursables		\$3,200.00
		MONTHLY TOTAL
		\$19,700.00

Notes:

1. The following items are included in this fee proposal: Travel expenses for both the Project Manager, Project Coordinator, vehicle, housing and meal expenses. CGI's in-house copies, postage, telephone, internet, cell phone and miscellaneous office supplies for both the home and field offices. Jobsite office equipment provided includes computer, telephone, copier.

2. Fees to be invoiced in equal monthly installments over the course of each respective phase. Indicated fee and reimbursable portion for the Warranty period to be invoiced after completion of the one-year period.

Contegrity Group, Inc. does not markup General Conditions items. General Condition items are received, compiled and passed along to owner for direct payment to vendor. All General Condition items are secured by Construction Manager on behalf of the Owner. The following is a list of typical General Condition items which are not part of this fee proposal: Jobsite office trailer, temp toilets, temp power, temp water, temp heat, building permits, equipment rental, surveying, trucking, testing, construction signs, temp roads, temp enclosures, safety barricades, temp fencing, storage facilities, clean up, rubbish removal, snow removal, blueprinting (including distribution cost), security, photographs, gas & oil, dewatering, fire extinguishers, moving expenses, etc. If CGI were to provide the jobsite trailer, our monthly rate, which includes delivery, setup/removal & steps is \$600.00/month.

Note: Due to the inherent nature of the CM-R method with loaded contingencies and inflated budgets we will respectfully decline the work if it is decided to go this route. Our value system does not align with the present CM-R system currently being delivered on other projects.



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320-632-1940

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Little Falls, MN 56345

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CITY OF HOWARD LAKE

Nicholas A. Haggenmiller, City Administrator

625 8TH Avenue - PO Box 736 - Howard Lake, MN 55349

Phone: 320-543-3670 | cityadmin@howard-lake.mn.us | www.howard-lake.mn.us

February 28, 2022

Doug Grindberg
Area Specialist, USDA
375 Jackson ST, Suite 140
St. Paul MN 55101

Mr. Grindberg,

Please accept this letter on behalf of the City of Howard Lake Economic Development Authority.

The Howard Lake EDA is seeking permission for the use of an unconventional contracting method for the library project in which we it is our intention to use the USDA Community Facilities program. Specifically, the EDA is seeking permission to use Contegriy Group of Little Falls Minnesota, for Construction Management services.

We have opted for this method for many reasons. First and foremost, we have learned through a previous, complex construction project, that the general contractor method does not provide desired representation we expect to successfully execute a project and within budget. Next, we have witnessed first hand the construction manager serve as a successful intermediary between the design team and construction trades. During these nearly unprecedented times of inflation, supply chain shortages and the like – this has already proven to yield project savings equal to the contract.

Our construction manager was selected through an open RFQ process in which we reviewed terms and conditions of several and opted for the firm that we believe we provide the best value and best product. (Information on the RFQ is enclosed).

The project WILL USE the competitive bidding process. Once we receive authorization to proceed, bid advertisement will be posted with the official City newspaper Herald Journal, city website and bulletin board. The project itself will seek to package 30+ competitively bid portions of the project opposed to ONE general contracted bid submission.

The project will use the city's contracted building inspection firm, Metro West Inspection Services to complete necessary project inspections. Metro West is independent of the project team including CGI Construction Managers and BKV Architects.

Included with this letter are plans and specifications, a letter from the city attorney confirming the legal adequacy of the project structure and our authority to enter the agreement.

I would be more than happy to discuss this further or provide additional information or clarification as necessary.

For the City,

Nick Haggenmiller
City Administrator

[Enclosures]

COURI & RUPPE, P.L.L.P

Michael C. Couri*
Robert T. Ruppe**

**Also Licensed in Illinois*

***Also Licensed in California*

Attorneys at law
705 Central Avenue East
PO Box 369
St. Michael, MN 55376-0369
(763) 497-1930
(763) 497-2599 (FAX)
www.couriruppe.com

March 10, 2022

United States Department of Agriculture
Rural Development Division
Attn: Joel C. Baxley
Administrator, Rural Housing Service
1400 Independence Ave. S.W.
Room 5014-S
Washington, DC 20250

Re: City of Howard Lake, Minnesota, Library Loan.

Dear Mr. Baxley:

I am the City Attorney for the City of Howard Lake. I have reviewed AIA Document C-132-2019, Standard Form of Agreement Between Owner and Construction Manager as Advisor related to the City's proposed construction of a library building in the City. It is my opinion that this agreement is legally adequate and that the City of Howard Lake has the legal authority to enter into and fulfill this contract. The authority to enter into this contract arises from Minn. Stat. §§ 412.211, 412.221, Subds. 2 and 3, 134.07 and 471.345.

Further, all local approvals needed for the construction of the library building are in place or are pending at this time.

Sincerely,


Michael C. Couri
Couri & Ruppe, P.L.L.P.

cc: Nick Haggenmiller, City Administrator

SECTION C - OTHER PROVISIONS

1. That upon organization and incorporation the association shall by appropriate resolution adopt and ratify this Agreement, that the association shall be substituted for the individual Owners as a party to this Agreement, and that the Owners as individuals shall thereupon be relieved of all personal liability existing or arising from this Agreement.

2. That upon organization and incorporation should the association fail or refuse to adopt and ratify this Agreement by appropriate resolution within _____ days from the date of the commencement of its legal existence, this Agreement shall terminate and Owners shall be liable to the Attorney for payment of \$ _____, which sum represents payment in full for the organization and incorporation of the association and for all other legal services rendered to Owners under the terms of this Agreement to the date of said termination.

Attorney:


(Attorney's Signature)

Michael Couri
705 Central Ave, St. Michael MN 55376

February 15, 2022

Howard Lake EDA


Peter Zimmerman, President


Nick Haggenmiller, Executive Director

Agency Concurrence:

(Agency Signature)

(Title)



HOWARD LAKE CITY COUNCIL MEETING

APRIL 18, 2022

AGENDA ITEM: Consider Resolution 22-10 Approving Site Plan, Variance and CUP for Library Project.

SECTION: New Business

FROM: Nick Haggenmiller, City Administrator

BACKGROUND: The City has been progressing through the design development and necessary project approvals necessary to support the construction of a new library facility. In March, the Parks and Planning Commission reviewed and approved the site plan for the facility. The approval was contingent upon obtaining the necessary variance and CUP for the project.

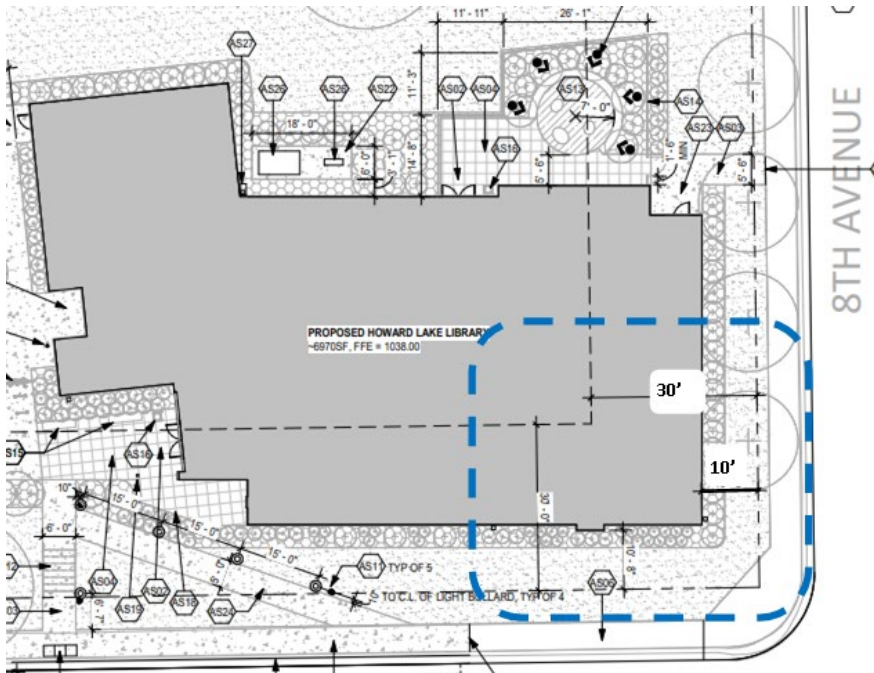
At the April 13, 2022 Parks and Planning Commission meeting, the group held the statutory public hearing and recommended approval of both the CUP and variance to the city council.

Conditional Use Permit

The CUP was deemed appropriate related to the parking lot being placed on a different parcel than the library itself. It is the intention of the City to eventually consolidate the parcels and it was the intention during park programming to share the parking lot.

Variance

Next, a variance is required to reduce front and side setbacks from 30 feet to 10 feet. Ten feet was deemed appropriate as it better matches the density and setbacks of downtown without compromising traffic safety, snow removal etc.



DECISION MAKING METRICS:

FINANCIAL: Open

LEGAL: The Parks and Planning Commission have acted and deemed the approvals to be consistent with the comprehensive plan.

STRATEGIC PLAN:

- Foster a Robust Business Community and Vibrant Downtown
 - Support, maintain, & enhance public facilities and infrastructure
-

COUNCIL ACTION REQUESTED:**ATTACHMENTS:**

1. Sparks Memo
2. Resolution 22-10
3. Site Plan



NORTHWEST ASSOCIATED CONSULTANTS, INC.

4150 Olson Memorial Highway, Ste. 320, Golden Valley, MN 55422
Telephone: 763.957.1100 Website: www.nacplanning.com

To: Howard Lake City Council
Nicholas Haggenmiller, City Administrator

From: Nate Sparks, City Planner

Date: April 13, 2022

Re: Library Site Plan Review

BACKGROUND

The City of Howard Lake is proposing to construct a library on unaddressed property located on 9th Street and 8th Avenue adjacent to a City Park. The development requires a site and building plan review with two conditional use permits and a variance.

ZONING/COMPREHENSIVE PLAN

The site is Zoned R-1, Traditional Single Family Residential. It is guided for an institutional/public park use in the Comprehensive Plan.

SUBJECT PROPERTY

The subject property is Lots 1 and 2 of Block 33 in Greens Addition.

SITE & BUILDING PLAN REVIEW

Existing Site

The site is a vacant lot adjacent to the City's Central Park. It is located on the northwest corner of 8th Avenue and 9th Street.

Zoning District Standards

The public library use requires a conditional use permit within the R-1 District.

The required setbacks are 30 feet to all property lines. The structure is proposed with 10 foot setbacks to both adjacent rights-of-way. This is intended to mimic the setbacks of other structures in the area. It is also intended to keep as much consolidated open space in the park to the west of the building as possible.

Building Standards

The proposed structure is primarily made of brick, stone, and metal siding. These materials are acceptable for institutional uses in the R-1 District.

Landscaping

The proposed landscaping exceeds City requirements.

Lighting

Lighting will need to be maintained in a manner consistent with the City's requirements.

Parking & Access

No parking is provided on the library property, due to its proximity to the park. The two uses are intended to share a parking area, which can be permitted with a conditional use permit. There is a parking lot at the park next to this site. Such a CUP requires that the parking be located within 500 feet of the building. The parking lot is under 200 feet from the building. Therefore, it would qualify for a conditional use permit. Libraries of this size would require about 26 parking spaces. There is ample space in the parking lot at the park, which has 42 stalls.

CONDITIONAL USE PERMIT REVIEW

As stated the project will require a CUP to be within the R-1 District and the parking required a CUP, as well. Therefore, this will need to be reviewed against the CUP review criteria.

CUP Review Criteria

Conditional Use Permits are granted for specific uses in a specific zoning district if the applicant can clearly demonstrate that they are meeting the specific conditions and criteria described in the Zoning Ordinance. All conditional uses must meet the following criteria:

1. The proposal must be in compliance with the Comprehensive Plan.
2. The proposal must be compatible with future and current land uses.
3. The proposal conforms with all performance standards in the City Code.
4. The proposal will not overburden the utility capacity.
5. The proposal will not generate traffic above and beyond what the streets can handle.

PLANNING COMMISSION RECOMMENDATION

The Planning Commission held a public hearing and found that the site plan was generally consistent with City Code requirements and that the variance and conditional use permits were consistent with the relevant review criteria.

Attachments:

Resolution & Plans

**CITY OF HOWARD LAKE
RESOLUTION 22-10**

**RESOLUTION APPROVING A SITE PLAN WITH CONDITIONAL USE PERMIT AND
VARIANCE FOR THE HOWARD LAKE LIBRARY**

WHEREAS, there has been submitted to the City Council of the City of Howard Lake (the “City”) requests for site plan approval with conditional use permits and a variance to construct a public library on property located on the northwest corner of 8th Avenue and 9th Street; and

WHEREAS, the legal description of the subject site (the “Property”) is Lots 1 and 2, Block 33 of Greens Addition, Wright County, Minnesota; and

WHEREAS, the Property is zoned R-1, Traditional Single Family Residential; and

WHEREAS, the Property is guided for an Institutional Use in the Comprehensive Plan; and

WHEREAS, the use of the property as a library requires a conditional use permit within the R-1 District; and

WHEREAS, the R-1 District requires that, for this type of use, structures must meet a 30 foot setback to all property lines; and

WHEREAS, the proposed construction on the site would have a setback of 10 feet to the right-of-way for both 8th Avenue and 9th Street; and

WHEREAS, the library is intended to share parking with the public park to the west of the site which requires approval of a conditional use permit for joint parking; and

WHEREAS, the Planning Commission held a public hearing on April 13, 2022 and recommended approval of the conditional use permits and variance; and

WHEREAS, the City Council met on April 19, 2022 to review this request and by this Resolution desires to set forth its findings and ruling; and

WHEREAS, the City Council finds that the proposed conditional use to allow the library within the R-1 District is consistent with the Comprehensive Plan, will not overburden the City’s utility or transportation service capacity, and will not negatively impact neighboring properties; and

WHEREAS, the City Council finds that the proposed conditional use to allow for joint parking between the library and public park is consistent with the spirit and intent of the City’s parking ordinance and will not create a negative impact on neighboring properties; and

WHEREAS, the City Council finds that there are practical difficulties present in meeting the strict requirements of the code due to the proximity of the structure to the public park and that the variance to allow for construction of the library with 10 foot setbacks to the rights-of-way is a reasonable use and not out of character in the vicinity; and

WHEREAS, subject to the above findings and ruling below, the City Council finds that the site and building plan for the construction of the library is generally acceptable and consistent with City Code requirements; and

NOW THEREFORE, BE IT RESOLVED that the City Council approves the site plan with conditional use permits and a variance for the construction of a library in the R-1 Distric with joint parking and a 10 foot setback to the rights-of-way with the following conditions:

1. Exterior lighting must conform to all City Standards.
2. All comments from the Planning Commission, City Council, and City Staff shall be addressed.

PASSED AND ADOPTED this 19th day of April, 2022.

Pete Zimmerman, Mayor

ATTEST:

Nicholas Haggemiller, City Administrator-Clerk

Exhibit A: Building Elevations
Exhibit B: Site Plan

BIM 360/2/193-02 Howard Lake_New Library/2/193-02_Howard Lake_A1_2021.rvt
3/4/2022 2:32:41 PM

1
A010

ARCHITECTURAL SITE PLAN

1/16" = 1'-0"

9TH AVENUE

9TH AVENUE

8TH AVENUE

EXISTING
PARKING LOT
AS09

EXISTING
SPLASH PAD

PROPOSED HOWARD LAKE LIBRARY
-6970SF, FFE = 1036.00'

SITE PLAN GENERAL NOTES

- REFER TO SITE SURVEY FOR EXISTING TOPOGRAPHY, UTILITIES, AND OTHER PERTINENT INFORMATION.
- DO NOT SCALE THE DRAWINGS. WHERE DIMENSIONS ARE NOT PROVIDED OR ARE UNCLEAR, REQUEST CLARIFICATION FROM THE ARCHITECT.
- CONTRACTORS SHALL VERIFY ALL DIMENSIONS AND EXISTING CONDITIONS. ANY DISCREPANCIES BETWEEN THE DRAWINGS AND FIELD CONDITIONS SHALL BE REPORTED TO THE ARCHITECT PRIOR TO PROCEEDING WITH THE WORK.
- REFER TO 'C' SERIES (CIVIL) DRAWINGS FOR SITE DEMOLITION, EROSION CONTROL, SITE GRADING, UTILITIES, STORMWATER, AND SITE PAVING.
- REFER TO 'L' SERIES (LANDSCAPE) DRAWINGS FOR LANDSCAPE PLANTINGS, SPECIALTY PAVING, FLAG POLES, AND SITE FURNISHINGS.
- REFER TO 'E' SERIES (ELECTRICAL) DRAWINGS FOR SITE LIGHTING AND SITE POWER.
- REFER TO 'M' AND 'P' SERIES (MECHANICAL & PLUMBING) DRAWINGS FOR BUILDING STORM WATER, SEWER, AND OTHER CONNECTION LOCATIONS.
- REFER TO GEOTECHNICAL REPORT PROVIDED IN PROJECT MANUAL FOR MORE INFORMATION. CONCRETE APRONS/SLOOPS AT EXTERIOR SIDE OF DOOR THRESHOLDS AND SILL SHALL BE 1/2 INCH LOWER THAN INTERIOR FLOOR, AND SLOPE AWAY FROM BUILDING AT 1/4 INCH PER FOOT MINIMUM.
- THE GROUND IMMEDIATELY ADJACENT TO THE FOUNDATION SHALL BE SLOPED AWAY FROM THE BUILDING AT A SLOPE NOT LESS THAN 5% FOR A MINIMUM DISTANCE OF TEN FEET MEASURED FROM THE PERPENDICULAR FACE OF THE BUILDING WALL. REFER TO CIVIL FOR ADDITIONAL GRADING REQUIREMENTS.
- FINISHED FLOOR ELEVATION 100' - 0" = 1036' - 00".
- SEE CIVIL FOR RELEVANT SETBACKS & WORK SCOPE BOUNDARY.

KEYNOTES - ARCHITECTURAL SITE

- AS01 BITUMINOUS STREET PATCH. SEE CIVIL.
AS02 STRUCTURAL STOOP SLAB UNDER COLORED CONCRETE. SEE STRUCT AND ARCH DETAILS. SEE LANDSCAPE FOR FULL EXTENTS OF FINISHED CONCRETE ABOVE.
AS03 CONCRETE SIDEWALK.
AS04 COLORED CONCRETE PLAZA. SEE LANDSCAPE FOR JOINT PATTERN & FINISH.
AS05 EXISTING PARKING LOT TO REMAIN. NO SCOPE UNDER THIS CONTRACT.
AS06 EXISTING CONCRETE SIDEWALK TO REMAIN.
AS07 CONCRETE CURB AND GUTTER. SEE CIVIL.
AS08 ADA LANDING/TRUNCATED DOMES. SEE CIVIL.
AS09 EXISTING TRANSFORMER TO REMAIN.
AS10 TIE INTO EXISTING SIDEWALK. SEE CIVIL FOR ELEVATIONS.
AS11 LIGHT BOLLARD. SEE ELECTRICAL.
AS12 CONCRETE STAIRS & HANDRAILS. SEE LANDSCAPE FOR HANDRAIL DETAILS.
AS13 CONCRETE SEATING WALL, SEATING ELEMENTS, AND TURF. SEE LANDSCAPE.
AS14 FENCING & GATE. SEE LANDSCAPE.
AS15 CONCRETE BENCH. SEE LANDSCAPE.
AS16 TRASH/RECYCLING RECEPTACLE. SEE LANDSCAPE.
AS17 BIKE RACKS. SEE LANDSCAPE.
AS18 TURNED DOWN SLAB EDGE. SEE LANDSCAPE DETAIL.
AS19 ADA PUSH PLATE OPERATOR PEDESTAL. SEE FLOOR PLAN FOR LOCATION DIMENSIONS.
AS20 OUTDOOR FREESTANDING SHOWER. REFER TO MANUFACTURER FOR FOOTING/MOUNTING. SEE FLOOR PLAN FOR DIMENSIONS.
AS21 UPLIGHT FOR LANDSCAPING. CONTRACTOR TO COORDINATE FINAL LOCATION W/ LANDSCAPE ARCHITECT & ARCHITECT.
AS22 CONCRETE SLAB ON GRADE FOR MECH EQUIP.
AS23 CONCRETE STOOP SLAB. SEE STRUCT.
AS24 CONCRETE SLOPED SIDEWALK. MAX 5% SLOPE. SEE CIVIL FOR GRADING.
AS25 EXTEND CONDUIT FOR FUTURE USE. SEE ELEC.
AS26 MECHANICAL EQUIP. SEE MECH.
AS27 CONCRETE SPLASHBLOCK. COORDINATE PLACEMENT WITH DOWNSPOUT TO DIRECT FLOW AWAY FROM BUILDING.
AS28 PAINTED PARKING STRIPING. 4" WIDE. TYP.
AS29 PAINTED ACCESSIBLE PARKING SYMBOL.
AS30 STEEL POST-MOUNTED ACCESSIBLE PARKING SIGN.

CONSULTANTS

PROJECT TITLE

HOWARD LAKE
LIBRARY

ISSUE #	DATE	DESCRIPTION
	02/11/2022	CONTRACT DOCUMENTS

CERTIFICATION

DRAWN BY	CTH
CHECKED BY	AE
COMMISSION NUMBER	2193-02

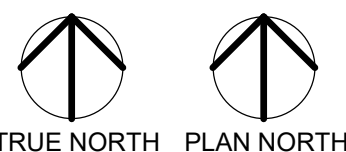
SHEET TITLE

OVERALL SITE
PLAN

SHEET NUMBER

A010

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HOWARD LAKE CITY COUNCIL MEETING

April 18, 2022

AGENDA ITEM: Consider 2022 Pavement Preservation Projects.

SECTION: New Business

FROM: Meagan Theisen, Assistant City Administrator

BACKGROUND: The City's adopted 2019 CIP seeks to address all substantial road repairs within 10 years. This includes regular maintenance as well as full reconstruction. Over the last few years, we have sought to substantially increase funding in attempt to catch up and hopefully expedite the overall schedule.

The attached maps show area that have not been chip sealed in the last 4+ years and areas that need just crack sealing completed. In 2023, we have a large reconstruction project that will be starting and the roads included in the reconstruction will not be considered for any road repairs for 2022.

We received quotes back from MP Asphalt, Pearson Bros and Sir Lines-A-Lot. Upon receiving quotes back, we requested revised quote to include a few other areas. The amounts shown below are estimates but may vary based on the final time and material of the products/vendors selected.

NEW THIS YEAR: Staff sought quotes for striping of crosswalks and parking areas as well. In the past, public works crew completed this task in-house. In 2021, we experienced multiple break downs with our paint striping machine. The process itself is incredibly time consuming when considering obtaining the materials, performing the work, servicing the machine. That does NOT take into account staff having to drive the unit to/from the servicer which occurred at least 4 times in 2021.

DECISION MAKING METRICS:

FINANCIAL

VENDOR	DESCRIPTION	COST
MP Asphalt	Crack Filling	\$8,500*
Pearson Bros	Chip Sealing	\$50,000*
Pearson Bros	Parking Lots	\$24,000*
Sir Lines-A-Lot	Striping	\$4500.00*
Estimated TOTAL		\$87,000
2022 CIP Budget:		\$92,404

LEGAL: In accordance with the City's Purchasing Policy, multiple quotes were requested for this project.

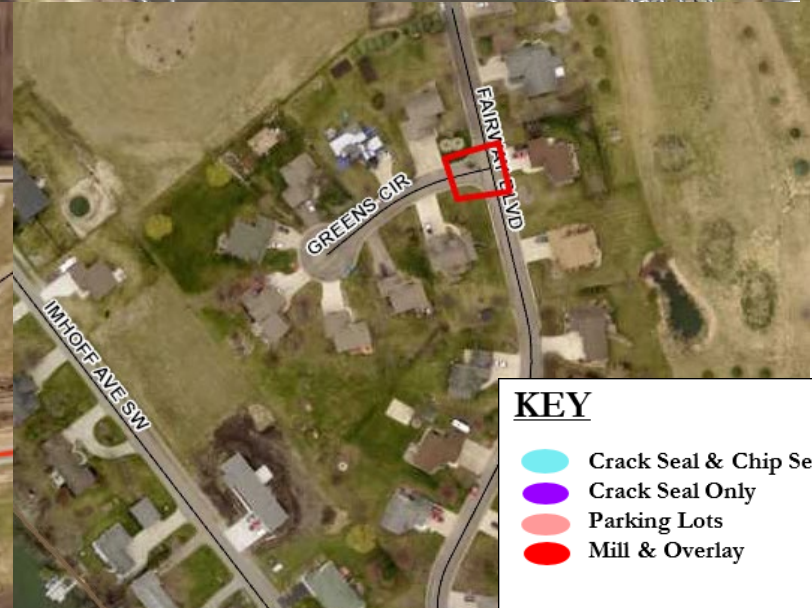
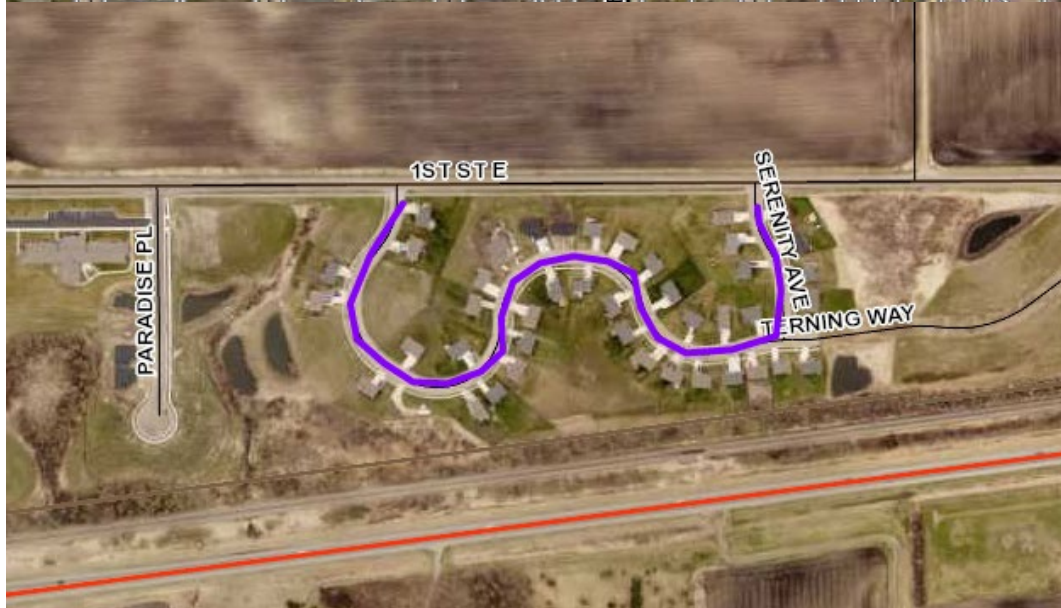
STRATEGIC PLAN: Deliver High Quality, Reliable Infrastructure and Public Services

COUNCIL ACTION REQUESTED: Motion to approve the vendors included in Option 1 and proposed scope not to exceed \$100,000.

ATTACHMENTS:

1. Chip Seal & Crack Seal Map
2. Patching Areas





KEY

- Crack Seal & Chip Seal
- Crack Seal Only
- Parking Lots
- Mill & Overlay



HOWARD LAKE CITY COUNCIL MEETING

April 18, 2022

AGENDA ITEM: Discuss Terning Trails Playground Location

SECTION: New Business

FROM: Nick Haggenmiller, City Administrator
Parks and Planning Commission

BACKGROUND: The City has entered into a development agreement to build out the remaining 38 parcels in Terning Trails. The development agreement requires the builder to purchase and install a playground structure for the neighborhood.

The agreed upon location uses an outlet that is not otherwise developable for homes. However, the majority of the outlet is a certified DNR wetland. Only about 1,000 square feet of the parcel is legally able to be improved upon. With snow melt completed and the initial homes under construction, staff believes this parcel may not suffice due to its small size.

We have confirmed the playground equipment IS able to be placed without impacting wetlands or standard setbacks. There is not a minimum size per city code required for park classification. However, the Parks and Planning Commission has previously discussed and established minimum standards for all neighborhood parks. These standards include:

- Age appropriate equipment (toddler – adolescent)
- Defined boarder or perimeter
- At least one park bench
- At least one garbage can
- At least one picnic table
- Portable toilet

In order to fit the support equipment, a larger area is needed. We have contacted the owner of a parcel at the entrance to Terning Trails. The parcel has been privately held since the original developer went into default and was NOT part of the balance of properties the City assumed ownership of in 2017. While this would come at a cost to the city, this location would assist with adjacent developments such as the proposed child care center which will also need some sort of playground structure to meet licensing codes. This parcel is about 12,000 square feet in size and is much closer to the size of most neighborhood parks in our park system. (Lake Ridge is 16,000 square feet).

Left → 12,000 square foot parcel (Proposed Location) Right → 1,000 square foot outlet (current location)





Planning Commission Recommendation (4.13.22)

The PPC met on April 13 and reviewed the request. Under a unanimous vote, the commission recommended the full parcel rather than the outlot for the playground. The group cited the number of homes that would be supported by the playground equipment and future park expansions – specifically paved courts – that would not be possible in the smaller outlot location.

LEGAL: If the city council elects to move forward with a property acquisition, the city attorney would be engaged to draft relevant documents and arrange for the closing.

FINANCIAL:

- The property owner has provided a verbal asking price of \$35,000 for the property.
 - o The estimated tax value for the parcel is currently \$24,000.
 - o Parcels in the development with homes average \$45,000.
 - o Single family parcels in Wright County vary greatly low end of about \$15,000 Dassel/Cokato to high of \$70,000+ in Buffalo/Delano.

The City received \$100,000 for the sale of the unimproved land for the final phase of the development along with a \$50,000 cash escrow to be used for the playground equipment. The developer has taken the lead on equipment selection and has provided an approved quote just exceeding \$50,000 for the purchase and installation of the play equipment.

ACTION REQUESTED: Direct staff to draft and execute materials to purchase the parcel.

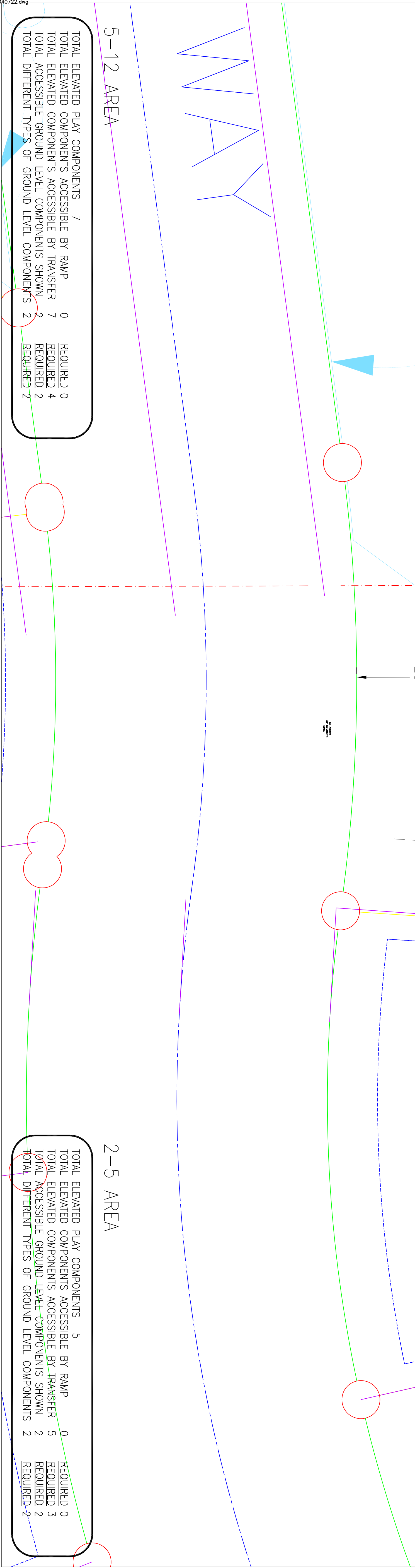
ATTACHMENTS:

1. Site Survey for playground equipment

CONTAINER DETAILS		
TOTAL AREA	1820 SQ. FT	
TOTAL PERIMETER	184 LN. FT	
EDGING TYPE	PLASTIC TIMBERS	

LOT

B



FLAGSHIP RECREATION
11123 UPPER 33RD ST N
LAKE ELMO, MN 55082
763-550-7860
FLAGSHIPPLAY.COM
@FLAGSHIPPLAY

Mr
landscape structures

THIS PLAY AREA & PLAY EQUIPMENT IS
DESIGNED FOR AGE RANGES AS NOTED
ON PLAN.

TURNING TRAILS
OPTION 1

HOWARD LAKE, MN

SALES
REPRESENTATIVE:
Bailey Wolf

DESIGNED BY:
JLT
04/07/2022

3/32" = 1'-0"

SHEET

LS101



HOWARD LAKE CITY COUNCIL MEETING

APRIL 18, 2022

AGENDA ITEM: Consider Resolution 22-11 Waiving Special Assessments in Terning Trails

SECTION: Plat 2 New Business

FROM: Nick Haggenmiller, City Administrator

BACKGROUND: When the initial developer went into default for Terning Trails in 2007 in the middle of developing the subdivision, the City completed various street and utility improvements. The cost associated with these improvements was placed on the parcels so that when they did sell or develop, the City would be made 'whole.' Unfortunately, no one could have predicted the length and depth of the housing crash.

As the City emerged from the housing crash and began to work with various partners to develop the subdivision, the developer requested that the assessments be waived. The City agreed.

Under the current agreement executed between the City and developer, the City also agreed to outstanding special assessments. However, we did not execute a resolution at the time of the sale due to a simple oversight of the city attorney. Now, as title searches are identifying the remaining assessment, the City is asked to adopt the resolution to match the development agreement terms.

DECISION MAKING METRICS:

FINANCIAL: Through the first phase of Terning Trails, staff had performed a calculation of increased tax base in comparison to proposed waived assessments. This calculation deemed a return on investment (ROI) of about 3 years per house based on each parcel holding about \$6,000 in deferred assessments.

For the current and final build out each parcel has outstanding deferred assessments of about \$1,600 or about \$60,000 total. A similar calculation of anticipated tax revenue against outstanding assessments determined that, once again, the will cover these expenses within 2 years. While the assessment is considerably smaller, the development agreement also included a TIF allocation between the City and developer. Therefore, the City is not receiving the full tax revenue on these parcels until the TIF is decertified.

LEGAL: The City attorney assisted with the review and preparation of materials for this matter.

STRATEGIC PLAN:

1. Deliver High Quality, Reliable Infrastructure and Public Services
→ Support, maintain and enhance public infrastructure.
-

COUNCIL ACTION REQUESTED: Approve Resolution 22-11 waiving special assessments for Terning Trails Plat 2.

ATTACHMENTS:

1. Resolution 22-11 waiving special assessments for Terning Trails

**CITY OF HOWARD LAKE
COUNTY OF WRIGHT
STATE OF MINNESOTA**

RESOLUTION 22-11

RESOLUTION MODIFYING ASSESSMENT FOR TERNING TRAILS PLAT 2

WHEREAS, the City has previously levied special assessments (“Special Assessments”) upon the lots described on the attached Exhibit A (“Lots”) via Resolution 2010-12 for a road improvement project; and

WHEREAS, the previous owner of the Lots has not made any payments on the Special Assessments; and

WHEREAS, the City has acquired the Lots; and

WHEREAS, the City has entered into a purchase agreement to sell the Lots that requires the City to satisfy the Special Assessments; and

WHEREAS, the City desires to permanently remove the Special Assessments from the Lots;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HOWARD LAKE, WRIGHT COUNTY, MINNESOTA:

The County Auditor is directed to permanently remove the remaining balance of the Special Assessments from each of the Lots for taxes payable in 2022 and beyond.

Adopted by the Howard Lake City Council this 18th day of April, 2022.

Peter Zimmerman, Mayor

ATTEST:

Nick Haggenmiller, City Clerk/Administrator

EXHIBIT A

Property ID No.Lot & Block

109050005010	Lot 1, Block 5, Terning Trails Plat 2, Wright County, MN
109050005020	Lot 2, Block 5, Terning Trails Plat 2, Wright County, MN
109050005030	Lot 3, Block 5, Terning Trails Plat 2, Wright County, MN
109050005040	Lot 4, Block 5, Terning Trails Plat 2, Wright County, MN
109050005050	Lot 5, Block 5, Terning Trails Plat 2, Wright County, MN
109050005060	Lot 6, Block 5, Terning Trails Plat 2, Wright County, MN
109050005070	Lot 7, Block 5, Terning Trails Plat 2, Wright County, MN
109050005080	Lot 8, Block 5, Terning Trails Plat 2, Wright County, MN
109050005090	Lot 9, Block 5, Terning Trails Plat 2, Wright County, MN
109050005100	Lot 10, Block 5, Terning Trails Plat 2, Wright County, MN
109050005110	Lot 11, Block 5, Terning Trails Plat 2, Wright County, MN
109050007010	Lot 1, Block 7, Terning Trails Plat 2, Wright County, MN
109050007020	Lot 2, Block 7, Terning Trails Plat 2, Wright County, MN
109050007030	Lot 3, Block 7, Terning Trails Plat 2, Wright County, MN
109050007040	Lot 4, Block 7, Terning Trails Plat 2, Wright County, MN
109050007050	Lot 5, Block 7, Terning Trails Plat 2, Wright County, MN
109050007060	Lot 6, Block 7, Terning Trails Plat 2, Wright County, MN
109050007070	Lot 7, Block 7, Terning Trails Plat 2, Wright County, MN
109050006010	Lot 1, Block 6, Terning Trails Plat 2, Wright County, MN
109050006020	Lot 2, Block 6, Terning Trails Plat 2, Wright County, MN
109050006030	Lot 3, Block 6, Terning Trails Plat 2, Wright County, MN
109050006040	Lot 4, Block 6, Terning Trails Plat 2, Wright County, MN
109050006050	Lot 5, Block 6, Terning Trails Plat 2, Wright County, MN
109050006060	Lot 6, Block 6, Terning Trails Plat 2, Wright County, MN
109050006070	Lot 7, Block 6, Terning Trails Plat 2, Wright County, MN
109050006080	Lot 8, Block 6, Terning Trails Plat 2, Wright County, MN
109050006090	Lot 9, Block 6, Terning Trails Plat 2, Wright County, MN
109050006010	Lot 10, Block 6, Terning Trails Plat 2, Wright County, MN
109050006110	Lot 11, Block 6, Terning Trails Plat 2, Wright County, MN
109050006120	Lot 12, Block 6, Terning Trails Plat 2, Wright County, MN
109050006130	Lot 13, Block 6, Terning Trails Plat 2, Wright County, MN
109050006140	Lot 14, Block 6, Terning Trails Plat 2, Wright County, MN
109050006150	Lot 15, Block 6, Terning Trails Plat 2, Wright County, MN
109050006160	Lot 16, Block 6, Terning Trails Plat 2, Wright County, MN
109050006170	Lot 17, Block 6, Terning Trails Plat 2, Wright County, MN
109050006180	Lot 18, Block 6, Terning Trails Plat 2, Wright County, MN
109050006190	Lot 19, Block 6, Terning Trails Plat 2, Wright County, MN
109050006200	Lot 20, Block 6, Terning Trails Plat 2, Wright County, MN