



# CITY COUNCIL REGULAR MEETING

**Monday, April 01, 2024 at 6:30 PM**

City Hall 8319 Co. Rd. 11 Breezy Point, MN 56472

(218) 562-4441 | Office Hours 8:00 a.m. - 4:00 p.m. | [cityadmin@cityofbreezypointmn.us](mailto:cityadmin@cityofbreezypointmn.us)

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## AGENDA

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**1. CALL TO ORDER**

**2. ROLL CALL**

**3. PLEDGE OF ALLEGIANCE**

**4. APPROVAL/AMENDMENT OF THE AGENDA**

**5. OPEN FORUM**

**6. PRESENTATIONS**

[A.](#) Paul Bunyan Scenic Byway Association

**7. ITEMS OF PUBLIC INTEREST**

[A.](#) City Hall Remodel & Expansion

[B.](#) Proposed Ordinance 2024-01: Special Use Vehicles Amendment

**8. CONSENT AGENDA**

One action, topics will not be discussed unless removed from consent agenda. Items requiring the expenditures of funds are budgeted items or have been previously discussed by the City Council.

[A.](#) March 4, 2024 Regular City Council Meeting Minutes

[B.](#) Approval of Claims in the Amount of \$101,632.62

[C.](#) Resolution 10-2024 Donation to PD

**9. ITEMS REMOVED FROM CONSENT AGENDA**

**10. NEW BUSINESS**

[A.](#) Subdivision S-24-001

[B.](#) Zoning Code Update RFP

[C.](#) Shoreview Lane Damage Assessment

[D.](#) Consideration for Cancelling Implementation of Questica Budget Software

[E.](#) Parks & Recreation Committee Vacancy

**11. OLD BUSINESS**

[A.](#) City Council Workshops Discussion

**12. STAFF REPORTS**

**13. MAYOR AND CITY COUNCIL REPORTS**

**14. AGENDA FORECAST**

**15. ADJOURN**

TO: Mayor and City Council  
FROM: David Chanski, City Administrator  
RE: Paul Bunyan Scenic Byway Association  
DATE: April 1, 2024

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Representatives with the Paul Bunyan Scenic Byway Association will make an informational presentation.

**4/1/2024**

## 1. Scenic Byways program

### **Minnesota's Scenic Byways** (excerpted from Scenic America 2024, [www.scenic.org](http://www.scenic.org))

Minnesota established the Minnesota Scenic Byways Commission in 1992 as a collaboration between the Department of Transportation, Department of Natural Resources, the Minnesota Historical Society, and the Department of Tourism. The main goal of the program's enactment was to increase economic growth via tourism in communities through which byways run.

- Minnesota is home to 22 scenic byways, including two All-American Roads, six national scenic byways, and 16 state scenic byways.
- Visitors directly spent \$15.3 billion in 2019, supporting over 270,000 jobs and paying \$5.8 billion in wages.
- National parks generated \$86.6 million in total economic output in gateway communities in 2019, supporting 875 jobs and \$26.6 million in labor income.
- A University of Minnesota study found that the Paul Bunyan National Scenic Byway annually generates nearly \$22 million in visitor spending.

## 2. Paul Bunyan Scenic Byway

**Designated as a state scenic byway in 1998 (celebrating 25 years!)**

**Designated as a national scenic byway in 2005**

**Covers 54 miles, all on county roads (Crow Wing and Cass)**

**Route is managed by the Paul Bunyan Scenic Byway Association 501c3**

**Passes through 6 cities, 8 townships and 2 counties**

**Vision: Strengthen the quality of life and visitor experience along the Byway's route by promoting and enhancing the area's resources and amenities that support economic vitality.**

**Mission: Promote, preserve and enhance the recreational, historic, cultural, scenic, natural and archeological resources along the 54-mile Paul Bunyan Scenic Byway.**

### **Goals**

- **Build awareness of Paul Bunyan Scenic Byway in clever and compelling ways through: community/regional projects and events; interesting stories from the area's past**
- **Develop area amenities which are free to the public**
- **Encourage Byway unity through cooperation and collaboration among the Scenic Byway's jurisdictions, preserving and enhancing the Byway's resources**

## 3. Highlights of City of Breezy Point

**Your best stories: then and now (Breezy Point podcast on the Byway website: <https://paulbunyan scenicbyway.org/content/podcast-series-paul-bunyan-scenic-byway>)**

**Sites in Breezy Point**

**Safe Routes to School—partnered project currently underway in 2024**

## 4. Paul Bunyan Scenic Byway - Looking ahead

**Video project opportunity: Jurisdiction stories/Byway cities and townships**

**Three Byways Day Trips 2024**

## 5. Thank you

**[www.paulbunyan scenicbyway.org](http://www.paulbunyan scenicbyway.org) | Contact: Lynn Scharenbroich 218-821-0021**



# PAUL BUNYAN SCENIC BYWAY

54 miles of stunning scenery, recreational opportunities, historical and cultural sites in the heart of the Lake Country

The Paul Bunyan Scenic Byway is both a state and nationally designated byway.

Visit the Byway website at [www.paulbunyan scenicbyway.org](http://www.paulbunyan scenicbyway.org).

## Some Byway sites in the Breezy Point area

### ◆ Lowell Wildlife Management Area

Located at Nickel Rd. and County Rd. 11  
Rice Lake - 85 acre natural wildlife lake

The PBSBA has one interpretive panel kiosk and one stand-alone panel here:

- Wild rice and its uses told in the truth and lore style (kiosk)
- Value of shallow lakes to the ecosystem (stand-alone panel)

### ◆ DNR Fire Tower

Located on the north side of County Rd. 11  
Tower is on the List of Historic Lookouts

The PBSBA has an interpretive panel kiosk here:

- Story of the tower and its purpose told in the truth and lore style

### ◆ Pelican Woods Cemetery and Nature Trails

Located on Ski Chalet Drive, 1 block west of County Rd. 11

Trails take walkers past birding sites and beautiful gardens. An All Veteran's Memorial was installed in June, 2013. It was designed by local artist, Jeff Kreitz.

### ◆ Breezy Point City Hall and Park

Located on County Rd. 11 north of the CR 4 intersection

The PBSBA has an interpretive panel here:

- Story of the Breezy Point's name told in the truth and lore style



## **Be a Breezy Point Video Star**

**You already know the story**

**You already know the place**

**You already know the cast**



**All interested townships and cities along the Paul Bunyan Scenic Byway route are invited to be part of the final video production. Tell your own great story about your role in Breezy Point now or then. Or, become the ‘voice and face’ as a narrator or teller of the tales of others.**

**Contact 218-821-0021 or [info@paulbunyan scenicbyway.org](mailto:info@paulbunyan scenicbyway.org)**

**Support What You Enjoy!**  
**Support what your residents and visitors enjoy.**  
**Support the Paul Bunyan Scenic Byway.**

The Paul Bunyan Scenic Byway route: 6 cities, 8 townships and two counties.  
 Mileage provided in 2011 by Crow Wing County Highway Department

<b>Jurisdiction</b>	<b>Miles {Shared}</b>
<b>Barclay Township – Cass County</b>	<b>3.0* {1.5}</b>
<b>Gail Lake Township – Crow Wing County</b>	<b>3.05* {1.525}</b>
<b>Ideal Township – Crow Wing County</b>	<b>9.35* {1.95}</b>
<b>Jenkins Township – Crow Wing County</b>	<b>9.08* {2.655}</b>
<b>Mission Township – Crow Wing County</b>	<b>1.6</b>
<b>Pelican Township – Crow Wing County</b>	<b>4.0</b>
<b>Timothy Township – Crow Wing County</b>	<b>7.05* {1.95}</b>
<b>Wilson Township – Cass County</b>	<b>3.0* {1.595}</b>
<b>Breezy Point – Crow Wing County</b>	<b>4.16</b>
<b>Crosslake – Crow Wing County</b>	<b>9.37</b>
<b>Jenkins – Crow Wing County</b>	<b>3.17* {1.595}</b>
<b>Manhattan Beach - Crow Wing County</b>	<b>2.62</b>
<b>Pequot Lakes – Crow Wing County</b>	<b>4.5* {.565}</b>
<b>Pine River – Cass County</b>	<b>.620</b>

\*shared mileage (half assigned to each jurisdiction sharing a border along the byway)



2024  
**BYWAY**  
**BRAGGIN'**  
**RIGHTS**  
Game sheet



Game Rules: Fill in the answers. Cross your fingers. Turn in your sheet. Winner will receive a free deck of the Byway playing cards.

My name is \_\_\_\_\_, I'm so sure of every answer, I'm practically a winner already!!  
(Please include your mailing address and first & last name.)

1. The Paul Bunyan Scenic Byway passes through 14 jurisdictions. Name 2 towns \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ and 2 townships \_\_\_\_\_, \_\_\_\_\_.
2. Three interpretive panels are located along County Road 11. What public building is also located next to one of them? \_\_\_\_\_
3. Pick two : The Paul Bunyan Scenic Byway is a (nationally, state, locally) designated route.
4. True or *Not*: The Paul Bunyan Scenic Byway Association owns property along the route.
5. The Paul Bunyan Scenic Byway gives out a \$1000 scholarship each year to a graduating senior from one of the three high schools located in Byway jurisdictions. Name two of the three schools.  
\_\_\_\_\_
6. True or *Not*: The Byway Association and the US Army Corps of Engineers have a cooperative agreement that has been in place for two decades, or as some say, before Paul Bunyan was born.
7. True or *Not*: There are over 4 miles of the Paul Bunyan Scenic Byway's 54 route miles in the City of Breezy Point.
8. True or *Not*: The Paul Bunyan Scenic Byway Association receives more donations than any other non-profit organization in Crow Wing County.
9. To be designated as a National Scenic Byway, a road or highway must significantly meet at least one of these scenic byway intrinsic qualities: scenic, historic, recreational, cultural, archeological, or natural qualities. Circle the one that applies to the Paul Bunyan Scenic Byway's designation.



Support  
what you  
enjoy!



# Paul Bunyan Scenic Byway Association

PO Box 401, Pequot Lakes, MN 56472 • [www.paulbunyan scenicbyway.org](http://www.paulbunyan scenicbyway.org)  
A 501c3 non-profit organization • MN Tax #5618638

## Membership Dues / Donation

Please complete this Membership/Donation form.  
Make check payable payable to: Paul Bunyan Scenic Byway Assoc. (PBSBA)  
Send to PBSBA, PO Box 401, Pequot Lakes, MN 56472

Name (Business/Individual/Organization) \_\_\_\_\_

Mailing address: \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Contact person: \_\_\_\_\_

Website: \_\_\_\_\_

Email address: \_\_\_\_\_

Phone number: \_\_\_\_\_

Unless you request to not be included, we publish your business/organization/name on our website [paulbunyan scenicbyway.org](http://paulbunyan scenicbyway.org) in recognition of your support.

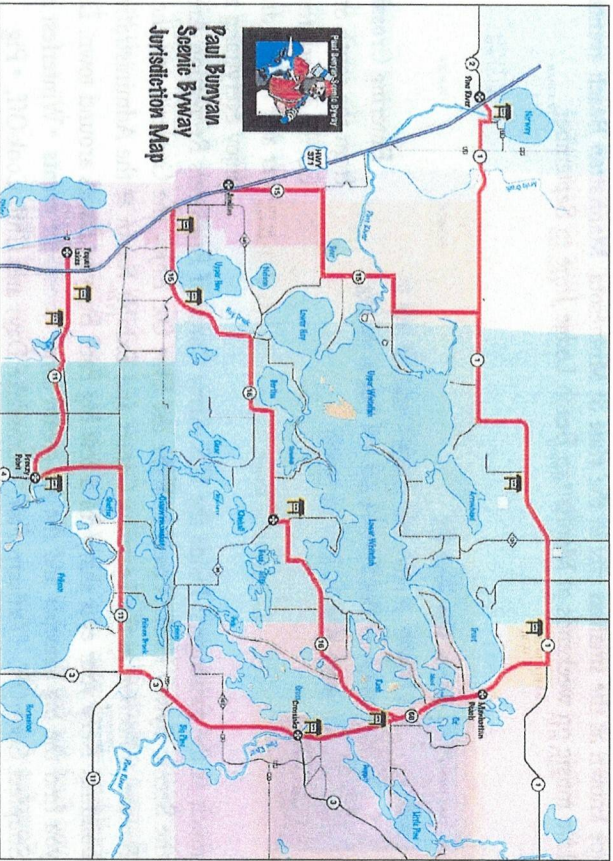
Make your tax deductible check payable to: Paul Bunyan Scenic Byway Association (PBSBA) and mail it with this form to: Paul Bunyan Scenic Byway (PBSBA), PO Box 401, Pequot Lakes, MN 56472

### 2024 Participation

- \_\_\_\_\_ Business (\$200)
- \_\_\_\_\_ Non-profit group (\$75)
- \_\_\_\_\_ Individual (\$75)
- \_\_\_\_\_ Jurisdiction (Write in your support amount. Circle: one-time or recurring)
- \_\_\_\_\_ Donor (Write in your donation. Any amount is appreciated!)

in the car. Keep heading east on CSAH 11. Did you know you're traveling on original **Breezy Point Resort Road**? Curious? Stop at historic Breezy Point Resort at the whole story. Jog north on CSAH 11 to the Breezy Point city offices. Find how the Red Splendor crabapple tree became the official city tree. **Breezy Point**

- Special Olympics Polar Plunge,
- Butterfly Release at Pelican Woods Cemetery & Nature Trail,
- Airport Days.



### Paul Bunyan Scenic Byway Assoc.

P.O. Box 401  
Pequot Lakes, MN 56472

[www.paulbunyan scenicbyway.org](http://www.paulbunyan scenicbyway.org)  
[info@paulbunyan scenicbyway.org](mailto:info@paulbunyan scenicbyway.org)



*Paul Bunyan Scenic Byway Assoc. is a  
501c3 non-profit organization.*

## Paul Bunyan Scenic Byway Association

### Presents

#### Paul & Babe's Stompin' Grounds

**Everybody loves a great story!**

Six cities, eight townships and two counties brimming with old and new stories make up the Scenic Byway route. Poke around, listen in and maybe become part of a few new local stories yourself.



**Pine River** hosts lots of history like the still unsolved murder of its founder, George Barclay. Wander around the restored historic train depot, red caboose & horse drawn fire engine. Then swing into the adjacent Pine River Info Center to learn a little more about these and most everything else too, from the story of who carved Paul Bunyan's baby boots to where you can find tasty wild rice to the history of the first telephone in Pine River. **Pine River events** • Farmers Market, • Duck Races, • Summerfest, • Heritage Days, • Bluegrass Festival, • Parade of Lights

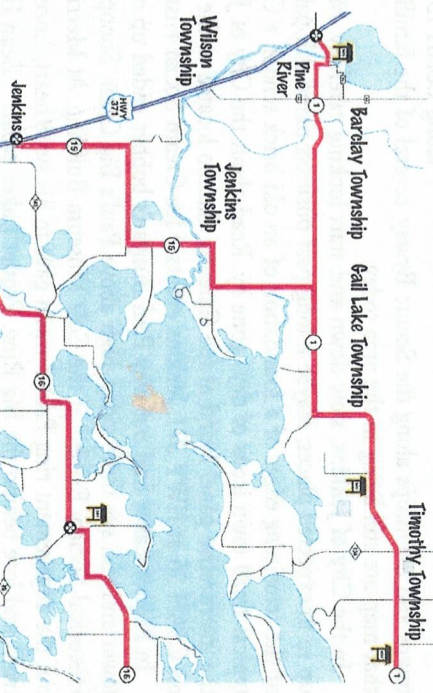
**East of Pine River** on CSAH 1 are three townships in a row.

**Barclay Township** sports a set of big Paul Bunyan footprints near its Township Hall. The Barclay name has a long history in the area, the best-known being George Barclay, first mayor of Pine River. Barclay Township Hall is an historic structure, first used as a one-room schoolhouse. The playground and surrounding yard is now an official highway rest stop, maintained by the township.

**Gail Lake Township**, with its population only around a hundred people, is the smallest township on the Paul Bunyan Scenic Byway. Within its boundaries is Jail

Lake, often a source of confusion between the township name and the lake name. Might there be the beginnings of a tall tale there? Why not be the one to pen the story!

Home of the inspiration of one of the newest tall tale characters, Timothy



**Timothy Township** uses its original one-room schoolhouse, complete with or biffy, as its current township hall. It's one of the frequently photographed along the Scenic Byway. Psst, Timothy wasn't the first choice for the township. Ask around, maybe you'll learn the true story. Still curious? Go see the City Township History Panel on the interpretive kiosk at the Fire Station located on CSAH 1 west of the town hall. **Timothy Township events** • Christmas in July at Faith Lutheran Church, • Memorial Day Service at Swanburg Cemetery.



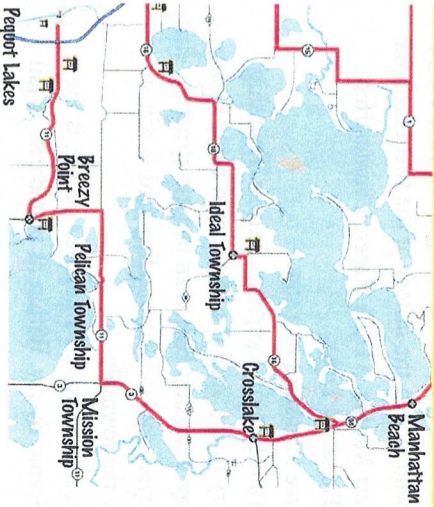
**Paul Bunyan's Sweetheart**

Lucette was sweet on Paul from the moment she gazed into his eyes. Which was no easy task—story is, Paul stood about three-trees tall!

Folks in Jenkins and nearby **Wilson Township** know their history. Catch a glimpse of the Wilson Township newsletter,

or just start talking to people. Maybe you'll discover why the township is really only half a township and how they came to own the seats from an old Pine River theater. **Wilson Township events** • Summer Pig Roast

West of Ideal Township on CSAH 16, **Jenkins Township** is home to the Veterans Memorial Walking Trail. A 1913 plat map hangs on the wall of the Jenkins Township Hall, located along CSAH 15. Like many of the



towns and townships along the Scenic Byway, several of the families represented on that map are still living in the area today.

In the **City of Jenkins**, slow down and start looking carefully. Bits of history show up in unexpected places; maybe a long past business name still painted onto a building or the remaining edges of a foundation of an old brick school, a Grange Hall or other typical small town icons of days gone by. Read about the City of Jenkins history on the interpretive panel found at the Gateway Gazebo located at the A-Pine Restaurant on CSAH 16 at HWY 371. **Jenkins events** • Ice Cream Social History Project

In **Pequot Lakes** find out why Paul Bunyan's bobber ended up on top of the water tower and still sits there today, high above Paul's Big Chair. Snoop around in the Historical Society Exhibit at the Cole Museum Building. At Merritt Jewelers, check out the engagement ring Paul Bunyan gave to his sweetheart, Lucette, and find out the truth and lore behind the Big Ring. **Pequot Lakes events** • Bean Hole Days, • Chokecherry Festival, • Cherry Car Show, • Stars & Stripes Days

Along CSAH 16 is **Ideal Township**, busy with recreation year 'round. Wrapped around the Whitefish Chain, this township grew so much that it needed to add a second volunteer fire station along CSAH 1 on the north side of the township in 2006. In 2002 they celebrated their 100th anniversary and honored the Knebel family that bestowed the name 'Ideal' on the township all those years ago. Find out more at the Ideal Town Hall. **Ideal Township events** • Ideal Beef Feed, an historic Ideal Fire Department Fundraiser, • Farmers Market

Crosslake stretches north along CSAH 66 to the City of **Manhattan Beach**, it was once known as the smallest city in the state of Minnesota. **Manhattan Beach events** • Live music on weekends at Manhattan Beach Lodge June to September.



**Babe, the Blue Ox**

A retriever at heart, Babe couldn't resist the urge to search for Paul Bunyan's lost golf balls in the lake named after the burly ox himself.

Entering **Crosslake** from the south on CSAH 3, park the car and let the driver enjoy everything as

much as the passengers! Inside the U.S. Army Corps of Engineers Recreation Area, the Scenic Byway kiosk is next to Babe the Blue Ox. Enjoy the Gardens, and the Bunyan collection in the Learning Center and Exhibit Room at the Administrative building. Keep your eyes sharp for a few big Paul Bunyan things around town. Did you find the big hammer and the ice cream cone? **Crosslake events** • Winterfest and Soupfest Cook-Off, • Artisans Fair, • Crosslake Days and Chili Cook-Off, • Pig Roast, • Car Show, • Antique and Classic Wood Boat Rendezvous, • Crosslake Art Show, • St. Patrick's Day Parade, • Candlelight & Cider Tour at Historic Log Village

**Mission Township** kisses the Scenic Byway at the corner of CSAH 11 & 3. This area is surrounded by Memorial Forests - 120 acres of it! **Mission Township events** at Mission Park • Summer tennis program is award-winning "2017 U.S. Tennis Association Northern Section's member organization of the year", • Park Parade in July, • Crow Wing County Senior Citizens Picnic, • Fire Fair - Mission Fire Fighters Fundraiser, • Fall Festival

Further east on CSAH 11 across from Shaffer Lake, glimpse the osprey nest that spanned the creation of the popular Birds of the Byway brochure. CSAH 11 touches **Pelican Township** on the south side near the Halvorson Bay/Stewart's Bay public access to Pelican Lake. Soak your feet and enjoy the view. Family members for whom Stewart's Bay is named still live in the area. Pelican Township can crow a little over their township hall and garage, all paid for, cash on the barrel head!



**Paul Bunyan Scenic Byway**, dedicated to RECREATION! Wide-shouldered, paved county roads offer a 54-mile scenic route to drive, bike, hike, walk trails, paddle waters, visit parks, gardens, playgrounds, wildlife management areas, and historical sites.

**Explore the Lore!**  
[PaulBunyanScenicByway.org](http://PaulBunyanScenicByway.org)

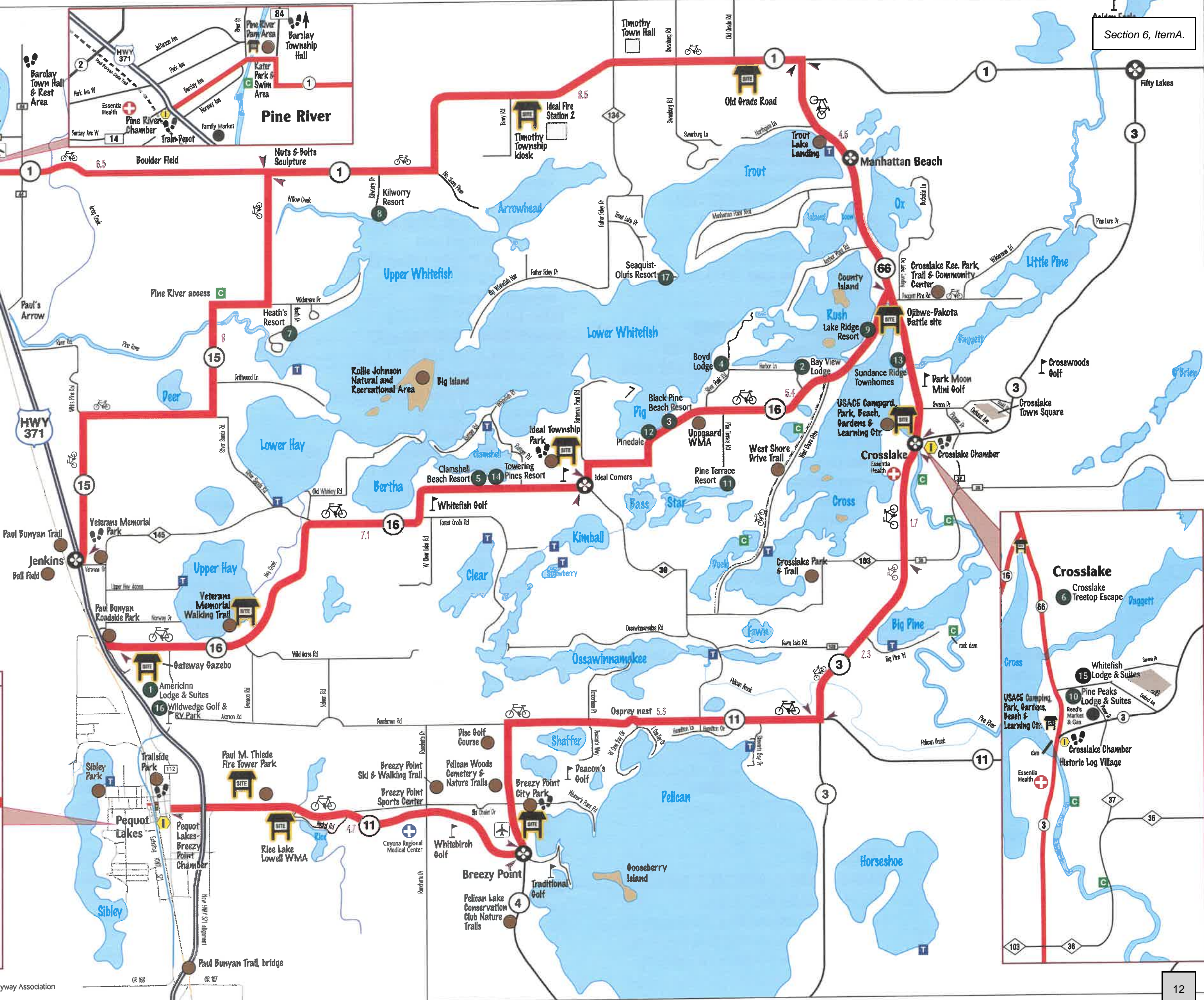


- Scenic Byway
- Mileage marks
- Paul Bunyan Trail
- 8 ft. shoulder
- 6 ft. shoulder
- City/Town
- Chamber
- Interpretive Kiosk
- Paul's Footprints
- Golf Course
- Lodging
- Parks, Trails, Beaches, Rivers
- Grocery
- Cuyuna Regional Medical Breezy Point (218) 568-4926
- Essentia Health Clinic Crosslake: (218) 692-1010  
 Pequot Lakes: (218) 568-4416  
 Pine River: (218) 587-4416
- Airport
- Public Water Access (Trailer)
- Public Water Access (Carry)

Scenic Byway route mileage	
CSAH 1	15
CSAH 66	4.5
CSAH 3	4
CSAH 11	10
CSAH 16	12.5
CSAH 15	8



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 circulation 30,000



Section 6, Item A.

## **BREEZY POINT FOOD**

**Antlers Restaurant**, (218) 562-7162, [www.breezypointresort.com](http://www.breezypointresort.com)  
**Billys of Breezy Point**, (218) 562-4667, [www.billysatbreezy.com](http://www.billysatbreezy.com)  
**Commander Bar & Restaurant**, (218) 562-4198, [www.commanderbar.com](http://www.commanderbar.com)  
**Dockside Lounge**, (218) 562-7170, [www.breezypointresort.com](http://www.breezypointresort.com)  
**Marina II Restaurant**, (218) 562-7161, [www.breezypointresort.com](http://www.breezypointresort.com)  
**Palmer's Grille**, (218) 562-6262, [www.breezypointresort.com](http://www.breezypointresort.com)  
**Subway (Breezy Point)**, (218) 562-4040

## **BREEZY POINT ATTRACTIONS**

**Breezy Belle**, (218) 562-7164, [www.breezybelle.com](http://www.breezybelle.com)  
**Breezy Point Airport**, [www.breezypointairport.com](http://www.breezypointairport.com)  
**Breezy Point Disc Golf Course**, (218) 562-4441  
**Breezy Point Sports Center**, (218) 562-5678, [www.breezypointsports.com](http://www.breezypointsports.com)  
**Deacons Lodge**, (218) 562-6262, [www.breezypointresort.com](http://www.breezypointresort.com)  
**Traditional Golf Course at Breezy Point**, (218) 562-7166, [www.breezypointresort.com](http://www.breezypointresort.com)  
**Whitebirch Golf Course at Breezy Point**, (218) 562-7177, [www.breezypointresort.com](http://www.breezypointresort.com)

## **BREEZY POINT**

### **PARKS, TRAILS, BEACHES, RIVERS**

**Breezy Point City Park**  
**Breezy Point Walking and Ski Trails**  
**Pelican Woods Cemetery & Nature Trail**  
**Pelican Lake Conservation Club Nature Trail**

## **CROSSLAKE FOOD**

**Andy's Bar, Restaurant & Liquor**, (218) 692-3722, [www.andyscrosslake.com](http://www.andyscrosslake.com)  
**Crosslake Coffee**, (218) 692-3994  
**Crosslake Fifty Lakes American Legion**, (218) 692-2555  
**Crosswoods Grill**, (218) 692-4653, [www.crosslakegolf.com](http://www.crosslakegolf.com)  
**Dairy Queen (Crosslake)**, (218) 692-4443  
**Lake Country Crafts & Cones**, (218) 692-4411, [www.lakecountrycrafts.com](http://www.lakecountrycrafts.com)  
**Manhattan's**, (218) 692-3381, [www.mblodge.com](http://www.mblodge.com)  
**Maucieri's**, (218) 692-4800, [www.maucieris.com](http://www.maucieris.com)  
**Moonlite Bay**, (218) 692-3575, [www.moonlitebay.com](http://www.moonlitebay.com)

**Pine Peaks Restaurant**, (218) 692-4100, [www.pinepeakscrosslake.com](http://www.pinepeakscrosslake.com)  
**Rafferty's Pizza (Crosslake)**, (218) 692-5505, [www.raffertypizza.com](http://www.raffertypizza.com)  
**Reed's Market Deli**, (218) 692-2711 0  
**Riverside Inn**, (218) 692-3848, [www.riversidecrosslake.com](http://www.riversidecrosslake.com)  
**Subway (Crosslake)**, (218) 692-3039  
**The Bourbon Room**, (218) 692-3423, [www.bourbonroommn.com](http://www.bourbonroommn.com)  
**The Cedar Chest**, (218) 692-2657, [www.restaurantcrosslake.com](http://www.restaurantcrosslake.com)  
**The Wharf**, (218) 692-3454, [www.thewharfcrosslake.com](http://www.thewharfcrosslake.com)  
**Zorbaz on Cross Lake**, (218) 692-4567, [www.zorbaz.com](http://www.zorbaz.com)

## **CROSSLAKE ATTRACTIONS**

**14 Lakes Brewery**, (218) 692-4129  
**Crosswoods Golf Course**, (218) 692-4653, [www.crosslakegolf.com](http://www.crosslakegolf.com)  
**Crow Wing Kayaks**, (218) 692-1200, [www.crowwingkayaks.com](http://www.crowwingkayaks.com)  
**Dark Moon Mega Mini Golf & Whistling Wolf Mini Golf**, (218) 692-7888, [www.crosslakegolf.com](http://www.crosslakegolf.com)  
**Emily Greens Golf Course**, (218) 763-2169, [www.emilygreens.com](http://www.emilygreens.com)  
**Fairways at Howard's Barn**, (218) 763-2038  
**Golden Eagle Golf Course**, (218) 763-4653, [www.golfgoldeneagle.com](http://www.golfgoldeneagle.com)  
**Historic Log Village in Crosslake**, (218) 692-5400, [crosslakehistoricalsociety.org](http://crosslakehistoricalsociety.org)  
**Outdoor Recreation**, (218) 692-3752, [www.alsmarinecrosslake.com/rentals.html](http://www.alsmarinecrosslake.com/rentals.html)  
**Linda Ulland Memorial Gardens**, U.S. Army Corps of Engineers, Crosslake Recreation Area [www.paulbunyan scenicbyway.org | gardens blog](http://www.paulbunyan scenicbyway.org | gardens blog)  
**Railroad Models & Museum**, (218) 692-1900, [www.northerntrackersrrclub.com](http://www.northerntrackersrrclub.com)  
**Seaberg Motorsports**, (218) 692-2345, [www.seabergmotorsports.com](http://www.seabergmotorsports.com)  
**Your Boat Club**, (218) 692-3850, [www.yourboatclub.com](http://www.yourboatclub.com)

## **CROSSLAKE**

### **PARKS, TRAILS, BEACHES, RIVERS**

**City of Crosslake Park & Trail**  
**Crosslake Recreational Park, Community Center, Disc Golf Course, Walking Trail, Dog Park**  
**Trail on West Shore Drive**, Ideal Township, Crosslake

**Trout Lake Public Landing**  
**Pine River access at Rock Dam**  
**US Army Corps Engineers Dam & Recreational Park**

## **PEQUOT LAKES, JENKINS, IDEAL TOWNSHIP FOOD**

**A-Pine Family Restaurant**, (218) 568-8353, [www.apineplaza.com](http://www.apineplaza.com)  
**Barajas Mexican Bar & Grill**, (218) 568-9950  
**Bogey's Bar & Grill**, (218) 543-4900, [www.whitefishgolf.com](http://www.whitefishgolf.com)  
**Dairy Queen (Pequot Lakes)**, (218) 568-5440  
**Joe's Pizza**, (218) 568-4770, [www.pizzaatjoes.com](http://www.pizzaatjoes.com)  
**Lakes Latte**, (218) 568-4454  
**Lucky's Tavern**, (218) 568-4177  
**MN Traders**, (218) 568-1071, [www.mntradersco.com](http://www.mntradersco.com)  
**Norway Ridge Supper Club**, (218) 543-6136, [www.norwayridge.com](http://www.norwayridge.com)  
**Old Milwaukee Club**, (218) 543-4117  
**Pequot Lakes American Legion**, (218) 568-9881  
**Pequot Lakes Super Valu Deli**, (218) 568-5001  
**Pequot Pub & Grill**, (218) 568-9950  
**Preserve Pub**, (218) 568-8500, [www.grandviewlodge.com](http://www.grandviewlodge.com)  
**Sarah's Kitchen**, (218) 568-8373  
**Shiner's**, (218) 543-1073  
**Snarkey Loon Brewing Company**, (218) 568-1136  
**Tasty Pizza North**, (218) 568-4404  
**VFW Northern Post 3839**, (218) 568-8664

## **PEQUOT LAKES, JENKINS, IDEAL TOWNSHIP ATTRACTIONS**

**Cole Memorial & History Museum**, (218) 568-4808, [www.brainerdlakescountry.com/hsociety](http://www.brainerdlakescountry.com/hsociety)  
**Ideal Green Market Co-op**, (218) 543-6565, [www.idealgreenmarket.com](http://www.idealgreenmarket.com)  
**Sunset Cinema**, (218) 568-4341, [www.thesunsetcinema.com](http://www.thesunsetcinema.com)  
**The Preserve Golf Course**, (218) 568-4944, [www.grandviewlodge.com](http://www.grandviewlodge.com)  
**Whitefish Golf Club**, (218) 543-4900, [www.whitefishgolf.com](http://www.whitefishgolf.com)  
**Wildwedge Golf, Mini Golf & Maze**, (218) 568-6995, [www.wildwedge.com](http://www.wildwedge.com)

## **PEQUOT LAKES, JENKINS, IDEAL TOWNSHIP**

### **PARKS, TRAILS, BEACHES, RIVERS**

**Bobber Park**, Pequot Lakes  
**Ideal Community Center & Park**, Ideal Township  
**Jenkins Ball Field**, Jenkins  
**Paul Bunyan State Trail**, Jenkins  
**Paul Bunyan Trailside Park**, Jenkins & Pequot Lakes  
**Paul M Thiede Fire Tower Park**, Pequot Lakes  
**Pine River access**, Jenkins  
**Rice Lake/Lowell Wildlife Management Area**, [dnr.state.mn.us/wmas](http://dnr.state.mn.us/wmas)  
**Rollie Johnson Natural & Recreational Area at Big Island on Whitefish Lake**, Ideal Township  
**Sibley Lake Park**, Pequot Lakes  
**Trail on West Shore Drive**, Ideal Township, Crosslake  
**Trailside Park on Paul Bunyan State Trail**, Pequot Lakes  
**Uppgaard Wildlife Management Area**, Ideal Township  
**Veterans Memorial Park**, Jenkins  
**Veterans Memorial Walking Trail**, Ideal Township

## **PINE RIVER FOOD**

**Bites Grill & Bar**, (218) 587-2564, [www.bitesgrill.com](http://www.bitesgrill.com)  
**Cozy Cottage Café**, (218) 587-2588  
**Dairy Queen (Pine River)**, (218) 587-4762  
**Lifhouse Coffee**, (218) 587-3332  
**Pine River American Legion**, (218) 587-9151  
**Pine River Bakery**, (218) 587-2545

## **PINE RIVER ATTRACTIONS**

**Pine River Community Bowl & Pizzeria**, (218) 587-3100  
**Pine River Information Center**, (218) 587-4000  
**Pine River Train Depot**, [www.heritagegroupnorth.org](http://www.heritagegroupnorth.org)  
**Pine River Regional Airport**, (218) 587-2440  
**Summer Duck Races**, (Fridays) (218) 587-4000

## **PINE RIVER**

### **PARKS, TRAILS, BEACHES, RIVERS**

**Cut Lake Ski and Mountain Bike Trail**  
**Kater Park, Dam, Pine River Swimming Area**  
**Paul Bunyan State Trail**  
**Pine River access**  
**Pine River Kayak Routes**  
[www.crowwingkayaks.com](http://www.crowwingkayaks.com)

## **LODGING** More information at [www.whitefish.org](http://www.whitefish.org)

Section 6, Item A.

- ① **AmericInn Lodge & Suites** (218) 568-8400, [www.AmericInn.com](http://www.AmericInn.com)
- ② **Bay View Lodge** (218) 543-4182, [www.bayviewcrosslake.com](http://www.bayviewcrosslake.com),
- ③ **Black Pine Beach Resort** (218) 543-4714, [www.blackpinebeach.com](http://www.blackpinebeach.com)
- ④ **Boyd Lodge** (218) 543-4125, [www.boydlodge.com](http://www.boydlodge.com)
- ⑤ **Clamshell Beach Resort** (218) 543-4731, [www.clamshellbeach.com](http://www.clamshellbeach.com)
- ⑥ **Crosslake Treetop Escape** (320) 980-3528, [www.crosslaketreetop.com](http://www.crosslaketreetop.com)
- ⑦ **Heath's Resort** (218) 587-2286, [www.heathsresort.com](http://www.heathsresort.com)
- ⑧ **Kilworry Resort** (218) 543-4587
- ⑨ **Lake Ridge Resort** (805) 305-0857, [www.lakeridgeresort.com](http://www.lakeridgeresort.com)
- ⑩ **Pine Peaks Lodge & Suites** (218) 692-7829, [www.pinepeakscrosslake.com](http://www.pinepeakscrosslake.com)
- ⑪ **Pine Terrace Resort** (218) 543-4606, [www.pineterrace.com](http://www.pineterrace.com)
- ⑫ **Pinedale** (218) 543-4380, [www.pinedaleonwhitefish.com](http://www.pinedaleonwhitefish.com)
- ⑬ **Sundance Ridge Townhomes** (888) 230-7672, [www.sundanceridge.com](http://www.sundanceridge.com)
- ⑭ **Towering Pines Resort** (218) 543-4738, [www.toweringpines.com](http://www.toweringpines.com)
- ⑮ **Whitefish Lodge & Suites** (218) 692-2246, [www.whitefish-lodge.com](http://www.whitefish-lodge.com)
- ⑯ **Wildwedge RV Park** (218) 568-5000, [www.wildwedge.com](http://www.wildwedge.com)
- ⑰ **Seaquist-Olufs Resort** (218) 543-4533

Map funded in part by the Whitefish Area Lodging Association



[Paul Bunyan Scenic Byway Association](http://www.paulbunyan scenicbyway.org)

[www.paulbunyan scenicbyway.org](http://www.paulbunyan scenicbyway.org)

Contact a board member

[explore@paulbunyan scenicbyway.org](mailto:explore@paulbunyan scenicbyway.org)



TO: Mayor and City Council  
FROM: David Chanski, City Administrator/Clerk  
RE: City Hall Remodel & Expansion  
DATE: April 1, 2024

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**Background**

The City Council considered 3 options for either building a new city hall or remodeling & expanding the current city hall on March 4. While considering these options, the City Council was not able to come to consensus regarding which option to proceed with. Much of the disagreement was centered around how to address the development of a community center. As such, the issue was tabled until compromise could be had and a councilmember(s) requested the topic be placed back on the agenda.

**Follow-up Discussion**

On March 12, Mayor Zierden and Councilmember Moroni met with City Administrator Chanski to further discuss a city hall and a potential community center. Their discussion centered around proceeding with the development of construction documents and bidding of a remodel & expansion of City Hall as well as conducting due diligence on a potential community center. This discussion concluded with an agreement between Mayor Zierden and Councilmember Moroni to present the following actions before the City Council at the April 1 City Council meeting.

- Action 1: Direct staff to conduct the requisite due diligence on the development of a potential community center. Such due diligence shall not require the expenditure of funds but shall include:
  - a) Engaging with neighboring communities to assess the interest in participating in a potential community center project.
  - b) Investigating the feasibility of the former Landis + Gyr building located at 6436 County Road 11 as a potential site for a community center.
  - c) Developing cost estimates for the operation of a City operated community center adjacent to City Hall.
  - d) Researching potential outside funding opportunities and partnerships to support the construction and operation of a community center.

- Action 2: Approve an agreement with Widseth to develop construction documents for the previously presented remodel & expansion of City Hall (Option 3), excluding a gymnasium, and authorize Widseth to issue documents to Hy-Tec Construction for bidding upon completion.

**Council Action**

Mayor Zierden and Councilmember Moroni are requesting that the City Council consider, first, directing staff to conduct the requisite due diligence on the development of a potential community center as outlined above, and, second, approve the attached agreement with Widseth to develop construction documents for the previously presented remodel & expansion of City Hall, excluding a gymnasium, and authorize Widseth to issue documents to Hy-Tec Construction for bidding upon completion.

# AIA<sup>®</sup> Document B101<sup>®</sup> – 2017

## Standard Form of Agreement Between Owner and Architect

**AGREEMENT** made as of the 1st day of April in the year Two Thousand Twenty-four  
(In words, indicate day, month and year.)

**BETWEEN** the Architect's client identified as the Owner:  
(Name, legal status, address and other information)

David C. Chanski City Administrator/Clerk  
City of Breezy Point  
8319 County Road 11  
Breezy Point, MN 56472

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

Widseth Smith Nolting & Assoc., Inc. dba "Widseth"  
Mike Angland  
7804 Industrial Park Road  
Baxter, MN 56425

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

City of Breezy Point City Hall  
8319 County Road 11  
Breezy Point, MN 56472

The Breezy Point City Hall remodel and addition will take place at the existing Breezy Point City Hall building, located at 8319 County Road 11, Breezy Point, MN 56472. The project will consist of a remodel of the existing 4,100 sq. ft. and a 4,950 sq. ft. building addition to the North. The addition will consist of a new main entrance to the building, as well as City offices. The remodel will provide mechanical and electrical updates to the existing building, while bringing in code compliance and ADA updates.

The Owner and Architect 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.



TABLE OF ARTICLES

- 1 INITIAL INFORMATION
- 2 ARCHITECT’S RESPONSIBILITIES
- 3 SCOPE OF ARCHITECT’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.

§ 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.)*

Refer to Schematic Design Drawings dated March 4, 2024, attached hereto and made a part hereof

§ 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.)*

Refer to Schematic Design Drawings dated March 4, 2024, attached hereto and made a part hereof

§ 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.)*

Owner’s Budget is approximately \$3,000,000.00

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

.1 Design phase milestone dates, if any:

Design Development: April 2, 2024 – April 30, 2024

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Construction Documents: May 1, 2024 – May 29, 2024  
Bidding: June 4, 2024 – July 15, 2024  
Construction Administration: July 15, 2024 – September 2025

**.2 Construction commencement date:**

Bid Approval: July 15, 2024  
General Contractor Contracts: July 15, 2024 – August 1, 2024  
General Construction: August 2024 – September 2025

**.3 Substantial Completion date or dates:**

September 1, 2025

**.4 Other milestone dates:**

Not Applicable

**§ 1.1.5** The Owner intends the following procurement and delivery method for the Project:  
*(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)*

The Owner has identified that this project will be constructed using the Gordian Process.

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

Not Applicable

**§ 1.1.6.1** If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™–2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner’s Sustainable Objective. If E204–2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204–2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

**§ 1.1.7** The Owner identifies the following representative in accordance with Section 5.3:  
*(List name, address, and other contact information.)*

David C. Chanski  
City Administrator/Clerk  
City of Breezy Point  
8319 County Road 11  
Breezy Point, MN 56472  
(218) 562-4441  
cityadministrator@cityofbreezypointmn.us

**§ 1.1.8** The persons or entities, in addition to the Owner’s representative, who are required to review the Architect’s submittals to the Owner are as follows:  
*(List name, address, and other contact information.)*

Not Applicable

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

**.1 Civil Engineer:**

Widseth Smith Nolting & Associates Inc.  
7804 Industrial Park Road  
Baxter, MN 56425

*(Paragraphs deleted)*

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:  
*(List name, address, and other contact information.)*

Widseth, Smith Nolting & Associates, Inc.  
Mike Angland, AIA, LEED AP  
Vice President  
7804 Industrial Park Road  
Baxter, MN 56425

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:  
*(List name, legal status, address, and other contact information.)*

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

Widseth Smith Nolting & Associates, Inc.  
Kent Rohr  
610 Fillmore Street  
Alexandria, MN 56308

.2 Mechanical Engineer:

Widseth Smith Nolting & Associates, Inc.  
Adam Siemers  
7804 Industrial Park Road  
Baxter, MN 56425

.3 Electrical Engineer:

Widseth Smith Nolting & Associates, Inc.  
Jim Szustek  
7804 Industrial Park Road  
Baxter, MN 56425

§ 1.1.11.2 Consultants retained under Supplemental Services:

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Widseth Smith Nolting & Associates Inc.

§ 1.1.12 Other Initial Information on which the Agreement is based:

Not Applicable

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect’s services, schedule for the Architect’s services, and the Architect’s compensation. The Owner shall adjust the Owner’s budget for the Cost of the Work and the Owner’s anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 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.

§ 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 shall be at the using or relying party’s sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT’S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. The Architect makes no other representations or warranties whether expressed or implied, with respect to the services rendered hereunder. Design changes made necessary by newly enacted laws, codes and regulations after the date of this Agreement shall entitle the Architect to a reasonable adjustment in the schedule and additional compensation in accordance with the Additional Services provisions of this Agreement. In the event of a conflict between laws, codes and regulations of various governmental entities having jurisdiction over this Project, the Architect shall notify the Owner of the nature and impact of such conflict. The Owner agrees to cooperate and work with the Architect in an effort to resolve this conflict.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

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

§ 2.5 The Architect 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 Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.5.1 Commercial General Liability with policy limits of not less than One Million Dollars (\$1,000,000) for each occurrence and Two Million Dollars (\$2,000,000) in the aggregate for bodily injury and property damage.

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

§ 2.5.3 The Architect 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 2.5.1 and 2.5.2, 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.

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with policy limits not less than Five Hundred Thousand Dollars (\$500,000) each accident, Five Hundred Thousand Dollars (\$500,000) each employee, and Five Hundred Thousand Dollars (\$500,000) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than Five Hundred Thousand Dollars (\$500,000) per claim and Five Hundred Thousand Dollars (\$500,000) in the aggregate.

§ 2.5.7 Additional Insured Obligations. To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella polices 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 Architect'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.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

§ 2.5.9 The Architect shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality. Nothing in this Agreement is intended to create, nor shall it be construed to create, a fiduciary duty owed by either party to the other party.

**ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES**

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

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

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

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§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner’s responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

**§ 3.2 Schematic Design Phase Services**

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect’s services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner’s program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner’s approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner’s approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner’s approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner’s program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner’s program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner’s approval.

**§ 3.3 Design Development Phase Services**

§ 3.3.1 Based on the Owner’s approval of the Schematic Design Documents, and on the Owner’s authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner’s approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner’s approval.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner’s approval of the Design Development Documents, and on the Owner’s authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner’s approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner’s approval.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner’s approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

- .1 facilitating the distribution of Bidding Documents to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- .4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner’s written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 Negotiated Proposals

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by:

- .1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors;

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- .3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,
- .4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner’s written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

**§ 3.6 Construction Phase Services**

**§ 3.6.1 General**

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect’s services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect 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, nor shall the Architect be responsible for the Contractor’s failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect’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 Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect’s responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

**§ 3.6.2 Evaluations of the Work**

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require 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. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

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

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect’s decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

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§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.2.5.1 On written request of either the Owner or the Contractor, the Architect shall interpret and render decisions on matters concerning performance of the Owner and the Contractor under the requirements of the Contract Documents. The Owner will pay the Architect for these services in accordance with the Additional Services provisions of this Agreement. Decisions of the Architect shall be consistent with the design concepts and information contained in the Contract Documents and reasonably inferable therefrom and shall be made with reasonable promptness. The Architect shall attempt to ensure that both the Owner and the Contractor faithfully perform their contractual obligations, and the Architect shall not be partial to either. The Architect shall not be liable to either the Owner or the Contractor for the results of interpretations or decisions rendered by the Architect in good faith.

§ 3.6.2.5.2 Accordingly, the Owner agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Architect from any damages, liabilities or costs arising out of or in any way connected with the Architect’s service as an initial decision maker.

§ 3.6.2.5.3 In addition, the Owner agrees, and shall require all contractors to agree, to make no claim and to waive, to the fullest extent permitted by law, any claim or cause of action of any nature against the Architect arising out of or in any way connected with the Architect’s service as an initial decision maker.

**§ 3.6.3 Certificates for Payment to Contractor**

§ 3.6.3.1 The Architect shall review the Contractor’s application for payment and determine the amounts that the Architect recommends the Contractor be paid. The Architect’s recommendation for payment shall constitute a representation to the Owner, based on the Architect’s evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor’s Application for Payment, that, to the best of the Architect’s knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is generally in accordance with the Contract Documents. 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 Architect.

§ 3.6.3.2 By recommending any payment to the Contractor, the Architect shall not be deemed to have represented that the Architect has (1) made exhaustive or continuous on-site observations to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor’s right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

**§ 3.6.4 Submittals**

§ 3.6.4.1 The Architect shall review the Contractor’s submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect’s action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect’s professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor’s submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor’s responsibility. The Architect’s review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect’s approval of a specific item shall not indicate approval of an assembly of which the item is a component.

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§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor’s design professional, provided the submittals bear such professional’s seal and signature when submitted to the Architect. The Architect’s review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect’s response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner’s approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct observations to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner’s review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- .4 issue a final Certificate for Payment based upon a final observations indicating that, to the best of the Architect’s knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect’s observations shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner 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 Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect’s responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

*(Designate the Architect’s Supplemental Services and the Owner’s Supplemental Services required for the Project by indicating whether the Architect 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 <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.1 Programming	Not Provided
§ 4.1.1.2 Multiple preliminary designs	Not Provided
§ 4.1.1.3 Measured drawings	Not Provided
§ 4.1.1.4 Existing facilities surveys	Not Provided
§ 4.1.1.5 Site evaluation and planning	Not Provided
§ 4.1.1.6 Building Information Model management responsibilities	Not Provided
§ 4.1.1.7 Development of Building Information Models for post construction use	Not Provided
§ 4.1.1.8 Civil engineering	Architect
§ 4.1.1.9 Landscape design	Architect
§ 4.1.1.10 Architectural interior design	Included in Basic Services
§ 4.1.1.11 Value analysis	Not Provided
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	Not Provided
§ 4.1.1.13 On-site project representation	Not Provided
§ 4.1.1.14 Conformed documents for construction	Not Provided
§ 4.1.1.15 As-designed record drawings	Architect
§ 4.1.1.16 As-constructed record drawings	Architect
§ 4.1.1.17 Post-occupancy evaluation	Not Provided
§ 4.1.1.18 Facility support services	Not Provided
§ 4.1.1.19 Tenant-related services	Not Provided
§ 4.1.1.20 Architect’s coordination of the Owner’s consultants	Not Provided
§ 4.1.1.21 Telecommunications/data design	Not Provided
§ 4.1.1.22 Security evaluation and planning	Not Provided
§ 4.1.1.23 Commissioning	Owner
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	Not Provided
§ 4.1.1.25 Fast-track design services	Not Provided
§ 4.1.1.26 Multiple bid packages	Not Provided
§ 4.1.1.27 Historic preservation	Not Provided
§ 4.1.1.28 Furniture, furnishings, and equipment design	Architect
§ 4.1.1.29 Other services provided by specialty Consultants	Not Provided
§ 4.1.1.30 Other Supplemental Services	Not Provided

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Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.31 Land Survey	Not Provided
§ 4.1.1.32 Geotechnical Report	Not Provided

§ 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 Architect’s responsibility is provided below.

*(Describe in detail the Architect’s Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect’s Services documents that can be included as an exhibit to describe the Architect’s Supplemental Services.)*

4.1.1.8 – Civil engineering – Provide site design for areas impacted by construction.

4.1.1.9 – Landscape design – Provide planting schedules and details for landscape plan.

4.1.1.28 – Furniture, furnishings, and equipment design – Provide design and coordination services.

§ 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.)*

4.1.1.32 – Geotechnical Report – Owner will provide a Geotechnical Report

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect’s Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect’s schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect 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;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 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 consultants or contractors;
- .5 Preparing digital models or other design documentation for transmission to the Owner’s consultants and contractors, or to other Owner-authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of entities providing bids or proposals;

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- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect 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 Architect’s notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner’s determination. The Owner shall compensate the Architect for the services provided prior to the Architect’s receipt of the Owner’s notice.

- .1 Reviewing a Contractor’s submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Contractor’s requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor’s proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 One (1) review of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 Two (2) visit per month to the site by the Architect during construction
- .3 Two (2) observation of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 One (1) observation of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within forty-eight ( 48 ) months of the date of this Agreement, through no fault of the Architect, extension of the Architect’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, including space requirements and relationships; flexibility; expandability; 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 Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project’s scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner’s behalf with respect to the Project. The Owner shall render decisions and approve the Architect’s submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect’s services.

§ 5.4 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.

§ 5.5 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.

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

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect’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 Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect 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.

§ 5.9 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.

§ 5.10 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.

§ 5.11 The Owner shall provide prompt written notice to the 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.

§ 5.11.1 The Owner shall promptly report to the Architect any defects or suspected defects in the Architect’s services of which the Owner becomes aware, so that the Architect may take measures to minimize the consequences of such a defect. The Owner further agrees to impose a similar notification requirement on all contractors in its Owner/Contractor contract and shall require all subcontracts at any level to contain a like requirement. Should legal liability for the defects exist, failure by the Owner and the Owner’s contractors or subcontractors to notify the Architect shall relieve the Architect of any liability for costs of remedying the defects above the sum such remedy would have cost had prompt notification been given when such defects were first discovered.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect’s services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect’s consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect’s duties and responsibilities set forth in the Contract for Construction with the Architect’s services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

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

§ 5.16 The Owner acknowledges that the requirements of the Americans with Disabilities Act (ADA), Fair Housing Act (FHA) and other federal, state and local accessibility laws, rules, codes, ordinances and regulations will be subject to various and possibly contradictory interpretations. The Architect, therefore, will use its reasonable professional efforts and judgment to interpret applicable accessibility requirements in effect as of the date of the execution of this Agreement and as they apply to the Project. The Architect, however, cannot and does not warrant or guarantee that the Owner's Project will comply with all possible interpretations of the accessibility requirements and/or the requirements of other federal, state and local laws, rules, codes, ordinances and regulations as they apply to the Project, and the Architect shall, accordingly, not have any liability to the Owner in connection with same.

§ 5.17 If the Owner retains the services of a Commissioning Agent (CxA) to review the plans prepared by the Architect, those CxA services shall be at the Owner's sole expense and shall be performed in a timely manner so as not to delay the orderly progress of the Architect's services. The Owner shall promptly notify the Architect of the identity of the CxA and shall define the CxA's scope of services. All recommendations of the CxA shall be given to the Architect for review, and adequate time will be provided for the Architect to respond to these recommendations.

§ 5.17.1 If the Architect objects to any recommendations made by the CxA, it shall so state in writing to the Owner, along with the reasons for objecting. If the Owner, in spite of the Architect's objections, requires the incorporation of changes in the Construction Documents, the Owner agrees, to the fullest extent permitted by law, to waive all claims against the Architect and to indemnify and hold harmless the Architect from any damages, liabilities, or costs, including reasonable attorneys' fees and costs of defense, which arise in connection with or as a result of the incorporation of such design changes required by the Owner.

§ 5.17.2 The Architect shall be compensated as Additional Service for all time spent to prepare for, review, and respond to the recommendations of the CxA, and to incorporate recommended commissioning changes into the Architect's reports, drawings, specifications, bidding, or other documents. The Architect's time for performance of those services shall be equitably adjusted.

**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 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 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, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect 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 Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

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§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner’s budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If, prior to the conclusion of the Construction Documents Phase, the Architect’s estimate of the Cost of the Work exceeds the Owner’s budget for the Cost of the Work, 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 Architect in making such adjustments.

§ 6.6 If the Owner’s budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner’s budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner’s budget for the Cost of the Work by greater than 10% or due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect’s services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect’s modification of the Construction Documents shall be the limit of the Architect’s responsibility under this Article 6.

**ARTICLE 7 COPYRIGHTS AND LICENSES**

§ 7.1 The Architect 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.

§ 7.2 The Architect and the Architect’s consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect’s consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect’s Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect’s consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner’s consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect’s consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner’s use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

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§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

**ARTICLE 8 CLAIMS AND DISPUTES**

**§ 8.1 General**

§ 8.1.1 The Owner and Architect 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 Architect 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 Architect 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 A201-2017, General Conditions of the Contract for Construction. The Owner or the Architect, 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 Architect 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 Architect, its employees and its consultants in the performance of professional services under this Agreement. The Architect's obligation to indemnify and hold the Owner and the Owner's officers and employees harmless does not include a duty to defend. The Architect's duty to indemnify the Owner and the Owner's officers and employees under this Section 8.1.3 shall be limited to the lesser of (1) the stated amount of the professional liability insurance coverage required of the Architect under this Agreement or (2) the amount stated in Section 8.1.6

§ 8.1.4 The Owner shall indemnify and hold the Architect, its officers, employees and consultants harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, (1) arising from the breach of the representation under Section 2.3 or (2) caused by the negligent acts or omissions of the Owner, the Contractor or the employees, consultants or subcontractors of either of them.

§ 8.1.5 The Architect and Owner waive consequential 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.

§ 8.1.6 The Owner acknowledges that it has been advised by the Architect to retain a consultant (Accessibility Consultant) to review the project plans, specifications, and construction for compliance with the Americans with Disability Act, the Fair Housing Act, and other federal, state, and local accessibility laws, rules, codes, ordinances, and regulations (hereinafter referred to as "Accessibility Issues").

§ 8.1.6.1 If Owner fails to retain an Accessibility Consultant, the Owner agrees to release, defend, indemnify and hold harmless the Architect, its officers, directors, employees and subconsultants (collectively, Architect) from any claim, damages, liabilities or costs arising out of or in any way connected with Accessibility Issues.

§ 8.1.7 If, due to the Architect's negligence, a required item or component of the Project is omitted from the Architect's construction documents, the Architect shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been required and included in the original construction documents. In no event will the Architect be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the Project.

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§ 8.1.8 The Owner shall make no claim for professional negligence, either directly or by way of a cross complaint against the Architect unless the Owner has first provided the Architect with a written certification executed by an independent consultant currently practicing in the same discipline as the Architect and licensed in the State in which the Project is located. This certification shall: a) contain the name and license number of the certifier; b) specify the acts or omissions that the certifier contends are not in conformance with the standard of care for a consultant performing professional services under similar circumstances; and c) state in detail the basis for the certifier’s opinion that such acts or omissions do not conform to the standard of care. This certificate shall be provided to the Architect not less than thirty (30) calendar days prior to the presentation of any claim or the institution of any arbitration or judicial proceeding. This Certificate of Merit clause will take precedence over any existing state law in force at the time of the claim or demand for arbitration.

§ 8.1.9 The Architect may be required to report on or render confidential opinions about the past or current performance and/or qualifications of others engaged or being considered for engagement directly or indirectly by the Owner. Those about whom reports and opinions are rendered may, as a consequence, initiate claims against the Architect. To help create an atmosphere in which the Architect may freely report or express such opinions candidly in the interest of the Owner, the Owner agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Architect against all damages, liabilities or costs, including reasonable attorneys’ fees and defense costs, arising or allegedly arising from the rendering of such confidential opinions and reports by the Architect to the Owner or to the Owner’s agents.

§ 8.1.10 The Owner agrees that any and all limitations of the Architect’s liability, waivers of damages by the Owner to the Architect and indemnifications by the Owner to the Architect shall include and extend to those individuals and entities the Architect retains for performance of the services under this Agreement, including but not limited to the Architect’s officers, partners and employees and their heirs and assigns, as well as the Architect’s subconsultants and their officers, employees, heirs and assigns.

§ 8.1.11 In the event the Owner, the Owner’s contractors or subcontractors, or anyone for whom the Owner is legally liable makes or permits to be made any changes to any reports, plans, specifications or other construction documents, including electronic files, prepared by the Architect without obtaining the Architect’s prior written consent, the Owner shall assume full responsibility for the results of such changes. Therefore the Owner agrees to waive any claim against the Architect and to release the Architect from any liability arising directly or indirectly from such changes. In addition, the Owner agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Architect from any damages, liabilities or costs, including reasonable attorneys’ fees and costs of defense, arising from such changes. In addition, the Owner agrees to include in any contracts for construction appropriate language that prohibits the Contractor or any subcontractors of any tier from making any changes or modifications to the Architect’s construction documents, including electronic files, without the prior written approval of the Architect and that further requires the Contractor to indemnify both the Architect and the Owner from any liability or cost arising from such changes made without such proper authorization.

**§ 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 as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect’s services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. 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 Architect 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.

(Paragraphs deleted)

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**ARTICLE 9 TERMINATION OR SUSPENSION**

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect’s option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days’ written notice to the Owner before suspending services. In the event of a suspension of services, the Architect 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 Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect’s services. The Architect’s fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect’s services. The Architect’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 Architect, the Architect may terminate this Agreement by giving not less than seven days’ written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days’ written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days’ written notice to the Architect 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 Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect’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 Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

- .1 Termination Fee:  
25% of the remaining compensation indicated in Section 11.1 at the time of termination.
- .2 Licensing Fee if the Owner intends to continue using the Architect’s Instruments of Service:  
100% of the remaining compensation indicated in Section 11.1 at the time of termination.

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

§ 9.9 The Owner’s rights to use the Architect’s Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

**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. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect 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 Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect 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 Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect 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 Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect’s promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect’s materials shall not include the Owner’s confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect 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 Architect 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.

§ 10.10 Limitations on liability, waivers and indemnities in this Agreement are arms-length business understandings between the parties and shall apply to all legal theories of recovery, including breach of contract or warranty, breach of fiduciary duty, tort (including negligence), strict or statutory liability, or any other cause of action, provided that these limitations on liability, waivers and indemnities will not apply to any losses or damages that may be found by a trier of fact to have been caused by the Architect's gross negligence or the Architect's willful misconduct. The parties also agree that the Owner will not seek damages in excess of the contractually agreed-upon limitations directly or indirectly through suits against other parties who may join the Architect as a third-party defendant. Parties means the Owner and the Architect, and their officers, directors, partners, employees, subcontractors and subconsultants.

§ 10.11 If, during the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to the Architect are revealed, to the extent that they affect the scope of services, compensation, schedule, allocation of risks or other material terms of this Agreement, the Architect may call for renegotiation of appropriate portions of this Agreement. The Architect shall notify the Owner of the changed conditions necessitating renegotiation, and the Architect and the Owner shall promptly and in good faith enter into renegotiation of this Agreement to address the changed conditions. If terms cannot be agreed to, the parties agree that either party has the absolute right to terminate this Agreement in accordance with the Termination provision hereof.

§ 10.12 The Owner agrees that the Architect is not responsible for damages arising directly or indirectly from any delays for causes beyond the Architect's control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters or acts of God; fires, riots, war or other emergencies; failure of any government agency to act in timely manner; failure of performance by the Owner or the Owner's contractors or consultants; or discovery of any hazardous substances or differing site conditions. In addition, if the delays resulting from any such causes increase the cost or time required by the Architect to perform its services in an orderly and efficient manner, the Architect shall be entitled to a reasonable adjustment in schedule and compensation.

§ 10.13 If an event or circumstance beyond the Architect's reasonable control occurs, including without limitation an act of God, fire, flood, hurricane, wind event, storm, weather disturbance, earthquake, pandemic, disease, epidemic, or other viral or bacterial outbreak, government-ordered shutdown, quarantine or shelter-in-place order, an act or omission of a third party, strike, war, riot, terrorism or threat of terrorism, civil unrest, or any other event or circumstance not within the reasonable control of the Architect, whether similar or dissimilar to any of the foregoing, that cause the Architect delay or additional expense ("Force Majeure Event"), then the Architect is entitled to an equitable adjustment in the contract price or time for performance. If any Force Majeure Event renders the Architect's performance impossible or impracticable, the Architect has the right to terminate performance under this Agreement consistent with any termination requirements that might exist in this Agreement. Upon occurrence of a Force Majeure Event, the Architect will notify the Owner within a reasonable time that a Force Majeure Event has occurred and its anticipated impact on the Architect's performance, including its expected duration. The Architect will use reasonable efforts to mitigate the impact of any Force Majeure Event on the Architect's ability to perform under this Agreement.

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§ 10.14 The Owner understands and agrees that products or building materials that are permissible under current building codes and ordinances may, at some future date, be banned or limited in use in the construction industry because of presently unknown hazardous and/or defective characteristics. The Architect is only expected to meet current industry standards and may rely on manufacturers' information and representations. The Owner agrees that if any product or material specified for this Project by the Architect shall, at any future date be suspected or discovered to be defective or a health or safety hazard, then the Owner shall waive all claims as a result thereof against the Architect.

§ 10.14.1 To the extent the Architect collects product manufacturer materials disclosing product contents, the Owner acknowledges that it is not relying upon the Architect for any analysis of materials composition or the human or environmental health impacts of specific material selections. If the Owner requires such analysis, any assessments or evaluations of this kind shall be conducted by a toxicologist or other trained professionals retained by the Owner. The Architect shall be entitled to rely on information furnished by manufacturers and material suppliers. In addition, the Owner may direct the use of new and untested products, materials and/or technologies. The Owner assumes all risk for the foregoing and releases the Architect from any claims arising out of or relating to the foregoing.

§ 10.14.2 The Owner further agrees that if the Owner directs the Architect to specify any product or material after the Architect has informed the Owner that such product or material may not be suitable or may embody characteristics that are suspected of causing or may cause the product or material to be considered a hazardous substance in the future, the Owner waives all claims as a result thereof against the Architect, and the Owner agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless the Architect from any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising in any way from the specification or use of any products or materials which, at any future date, are deemed unsuitable for the Project or become known or suspected health or safety hazards.

§ 10.15 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 the Architect. The Architect's services under this Agreement are being performed solely for the Owner's benefit, and no other party or entity shall have any claim against the Architect because of this Agreement or the performance or nonperformance of services hereunder. The Owner and Architect agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors and other entities involved in this Project to carry out the intent of this provision.

**ARTICLE 11 COMPENSATION**

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

- .1 Stipulated Sum  
*(Insert amount)*  
  
\$242,125.00
- .2 Percentage Basis  
*(Insert percentage value)*  
  
(N/A ) % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.
- .3 Other  
*(Describe the method of compensation)*  
  
N/A

§ 11.2 For the Architect'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 Architect as follows:

Compensation amount shall be included in Section 11.1.

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§ 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 Architect as follows:

On an hourly basis per Exhibit A – Fee Schedule (Current Year’s Version)

§ 11.4 Compensation for Supplemental and Additional Services of the Architect’s consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus Zero percent (0%), or as follows:

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase		percent (		%)
Design Development Phase	Twenty	percent (	20	%)
Construction Documents Phase	Sixty	percent (	60	%)
Procurement Phase	One	percent (	1	%)
Construction Phase	Nineteen	percent (	19	%)
<hr/>				
Total Basic Compensation	one hundred	percent (	100	%)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner’s most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner’s budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect’s consultants are set forth below. The rates shall be adjusted in accordance with the Architect’s and Architect’s consultants’ normal review practices.

*(Paragraph deleted)*

On an hourly basis per Exhibit A – Fee Schedule (Current Year’s Version)

**§ 11.8 Compensation for Reimbursable Expenses**

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

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;

- .8 If required by the Owner, and with the Owner’s prior written approval, the Architect’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 Architect’s consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- .12 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect’s consultants plus zero percent (0 %) of the expenses incurred.

§ 11.9 **Architect’s Insurance.** If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:  
*(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)*

§ 11.10 **Payments to the Architect**

§ 11.10.1 **Initial Payments**

§ 11.10.1.1 An initial payment of Zero Dollars and Zero Cents (\$0.00) 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.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of Zero Dollars and Zero Cents (\$0.00) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect’s payments to the Certifying Authority shall be credited to the Owner’s account at the time the expense is incurred.

§ 11.10.2 **Progress Payments**

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect’s invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.  
*(Insert rate of monthly or annual interest agreed upon.)*

One percent (1%) monthly

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

§ 11.10.2.3 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.

§ 11.10.2.4 If the Owner’s written notice to proceed required by Section 3.1 is not received within one (1) month of the date of this Agreement, the Architect’s Stipulated Sum for Basic and Supplemental Services and the time schedules shall be equitably adjusted.

§ 11.10.2.5 Prior to the issuance of signed Construction Documents and/or Reports, all Architect’s invoices older than 30 days shall be paid in full.

§ 11.10.2.6 If the Owner fails to make payments when due and the Architect incurs any costs in order to collect overdue sums from the Owner, the Owner agrees that all such collection costs incurred shall immediately become due and payable to the Architect. Collection costs shall include, without limitation, legal fees, collection agency fees and

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expenses, court costs, collection bonds and reasonable Architect staff costs at standard billing rates for the Architect's time spent in efforts to collect. This obligation of the Owner to pay the Architect's collection costs shall survive the term of this Agreement or any earlier termination by either party.

§ 11.10.2.7 If the Owner objects to any portion of an invoice, the Owner shall so notify the Architect in writing within seven (7) calendar days of receipt of the invoice. The Owner shall identify in writing the specific cause of the disagreement and the amount in dispute and shall pay that portion of the invoice not in dispute in accordance with the other payment terms of this Agreement. Any dispute over invoiced amounts due which cannot be resolved within ten (10) calendar days after presentation of invoice by direct negotiation between the parties shall be resolved within thirty (30) calendar days in accordance with the Dispute Resolution provision of this Agreement. Interest as stated above shall be paid by the Owner on all disputed invoice amounts that are subsequently resolved in the Architect's favor and shall be calculated on the unpaid balance from the due date of the invoice.

**ARTICLE 12 SPECIAL TERMS AND CONDITIONS**

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

§ 12.1 For Projects in Minnesota, refer to Exhibit B for Pre-Lien Notice.

**ARTICLE 13 SCOPE OF THE AGREEMENT**

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

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

- .1 AIA Document B101™-2017, Standard Form Agreement Between Owner and Architect
- .2

*(Paragraphs deleted)*

Exhibits:

- Exhibit A – Fee Schedule (Current Year's Version)
- Exhibit B – Pre-Lien Notice
- Exhibit C – Schematic Design Drawings, Dated March 4, 2024

*(Paragraphs deleted)*

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

\_\_\_\_\_  
**OWNER** *(Signature)*

\_\_\_\_\_  
David C. Chanski, City Administrator/Clerk  
*(Printed name and title)*

\_\_\_\_\_  
**ARCHITECT** *(Signature)*

\_\_\_\_\_  
Mike Angland, AIA, LEED AP, VP  
*(Printed name, title, and license number, if required)*

\_\_\_\_\_  
*(Signature)*

\_\_\_\_\_  
Lindsey Kriens, CID, Vice President  
*(Printed name and title)*

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# Additions and Deletions Report for AIA® Document B101® – 2017

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 12:37:52 ET on 03/27/2024.

## PAGE 1

**AGREEMENT** made as of the 1st day of April in the year Two Thousand Twenty-four

...

David C. Chanski City Administrator/Clerk  
City of Breezy Point  
8319 County Road 11  
Breezy Point, MN 56472

...

Widseth Smith Nolting & Assoc., Inc. dba "Widseth"  
Mike England  
7804 Industrial Park Road  
Baxter, MN 56425

...

*(Name, location and detailed description)*

City of Breezy Point City Hall  
8319 County Road 11  
Breezy Point, MN 56472

The Breezy Point City Hall remodel and addition will take place at the existing Breezy Point City Hall building, located at 8319 County Road 11, Breezy Point, MN 56472. The project will consist of a remodel of the existing 4,100 sq. ft. and a 4,950 sq. ft. building addition to the North. The addition will consist of a new main entrance to the building, as well as City offices. The remodel will provide mechanical and electrical updates to the existing building, while bringing in code compliance and ADA updates.

## PAGE 2

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

...

Refer to Schematic Design Drawings dated March 4, 2024, attached hereto and made a part hereof

...

Refer to Schematic Design Drawings dated March 4, 2024, attached hereto and made a part hereof

...

Owner's Budget is approximately \$3,000,000.00

...

Design Development: April 2, 2024 – April 30, 2024  
Construction Documents: May 1, 2024 – May 29, 2024  
Bidding: June 4, 2024 – July 15, 2024  
Construction Administration: July 15, 2024 – September 2025

Bid Approval: July 15, 2024  
General Contractor Contracts: July 15, 2024 – August 1, 2024  
General Construction: August 2024 – September 2025

PAGE 3

September 1, 2025

...

Not Applicable

...

The Owner has identified that this project will be constructed using the Gordian Process.

...

Not Applicable

...

David C. Chanski  
City Administrator/Clerk  
City of Breezy Point  
8319 County Road 11  
Breezy Point, MN 56472  
(218) 562-4441  
cityadministrator@cityofbreezypointmn.us

...

Not Applicable

...

~~.1 Geotechnical Civil Engineer:~~

Widseth Smith Nolting & Associates Inc.  
7804 Industrial Park Road  
Baxter, MN 56425

PAGE 4

~~.2 Civil Engineer:~~

...

.3 — Other, if any:  
(List any other consultants and contractors retained by the Owner.)

...

Widseth, Smith Nolting & Associates, Inc.  
Mike Angland, AIA, LEED AP  
Vice President  
7804 Industrial Park Road  
Baxter, MN 56425

...

Widseth Smith Nolting & Associates, Inc.  
Kent Rohr  
610 Fillmore Street  
Alexandria, MN 56308

...

Widseth Smith Nolting & Associates, Inc.  
Adam Siemers  
7804 Industrial Park Road  
Baxter, MN 56425

...

Widseth Smith Nolting & Associates, Inc.  
Jim Szustek  
7804 Industrial Park Road  
Baxter, MN 56425

**PAGE 5**

Widseth Smith Nolting & Associates Inc.

...

Not Applicable

...

**§ 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.~~

**§ 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.

...

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. The Architect makes no other representations or warranties whether expressed or implied, with respect to the services rendered hereunder. Design changes made necessary by newly enacted laws, codes and regulations after the date of this Agreement shall entitle the Architect to a reasonable adjustment in the schedule and additional compensation in accordance with the Additional Services provisions of this Agreement. In the event of a conflict between laws, codes and regulations of various governmental entities having jurisdiction over this Project, the Architect shall notify the Owner of the nature and impact of such conflict. The Owner agrees to cooperate and work with the Architect in an effort to resolve this conflict.

...

§ 2.5.1 Commercial General Liability with policy limits of not less than (~~\$~~) One Million Dollars (\$1,000,000) for each occurrence and (~~\$~~) Two Million Dollars (\$2,000,000) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than (~~\$~~) One Million Dollars (\$1,000,000) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

**PAGE 6**

§ 2.5.5 Employers' Liability with policy limits not less than (~~\$~~) each accident, (~~\$~~) each employee, and (~~\$~~) Five Hundred Thousand Dollars (\$500,000) each accident, Five Hundred Thousand Dollars (\$500,000) each employee, and Five Hundred Thousand Dollars (\$500,000) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than (~~\$~~) per claim and (~~\$~~) Five Hundred Thousand Dollars (\$500,000) per claim and Five Hundred Thousand Dollars (\$500,000) in the aggregate.

...

§ 2.5.9 The Architect shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality. Nothing in this Agreement is intended to create, nor shall it be construed to create, a fiduciary duty owed by either party to the other party.

**PAGE 10**

§ 3.6.2.5.1 On written request of either the Owner or the Contractor, the Architect shall interpret and render decisions on matters concerning performance of the Owner and the Contractor under the requirements of the Contract Documents. The Owner will pay the Architect for these services in accordance with the Additional Services provisions of this Agreement. Decisions of the Architect shall be consistent with the design concepts and information contained in the Contract Documents and reasonably inferable therefrom and shall be made with reasonable promptness. The Architect shall attempt to ensure that both the Owner and the Contractor faithfully perform their contractual obligations, and the Architect shall not be partial to either. The Architect shall not be liable to either the Owner or the Contractor for the results of interpretations or decisions rendered by the Architect in good faith.

§ 3.6.2.5.2 Accordingly, the Owner agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Architect from any damages, liabilities or costs arising out of or in any way connected with the Architect's service as an initial decision maker.

§ 3.6.2.5.3 In addition, the Owner agrees, and shall require all contractors to agree, to make no claim and to waive, to the fullest extent permitted by law, any claim or cause of action of any nature against the Architect arising out of or in any way connected with the Architect's service as an initial decision maker.

**§ 3.6.3.1** The Architect shall review ~~and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification~~ the Contractor's application for payment and determine the amounts that the Architect recommends the Contractor be paid. The Architect's recommendation for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is ~~in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified.~~ generally in accordance with the Contract Documents. 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 Architect.

**§ 3.6.3.2** ~~The issuance of a Certificate for Payment shall not be a representation~~ By recommending any payment to the Contractor, the Architect shall not be deemed to have represented that the Architect has (1) made exhaustive or continuous on-site ~~inspections-observations~~ to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

**PAGE 11**

- .1 conduct ~~inspections-observations~~ to determine the date or dates of Substantial Completion and the date of final completion;
- ...
- .4 issue a final Certificate for Payment based upon a final ~~inspection-observations~~ indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

**§ 3.6.6.2** The Architect's ~~inspections-observations~~ shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

**PAGE 12**

§ 4.1.1.1	Programming	<u>Not Provided</u>
§ 4.1.1.2	Multiple preliminary designs	<u>Not Provided</u>
§ 4.1.1.3	Measured drawings	<u>Not Provided</u>
§ 4.1.1.4	Existing facilities surveys	<u>Not Provided</u>
§ 4.1.1.5	Site evaluation and planning	<u>Not Provided</u>
§ 4.1.1.6	Building Information Model management responsibilities	<u>Not Provided</u>
§ 4.1.1.7	Development of Building Information Models for post construction use	<u>Not Provided</u>
§ 4.1.1.8	Civil engineering	<u>Architect</u>
§ 4.1.1.9	Landscape design	<u>Architect</u>
§ 4.1.1.10	Architectural interior design	<u>Included in Basic Services</u>
§ 4.1.1.11	Value analysis	<u>Not Provided</u>
§ 4.1.1.12	Detailed cost estimating beyond that required in Section 6.3	<u>Not Provided</u>
§ 4.1.1.13	On-site project representation	<u>Not Provided</u>
§ 4.1.1.14	Conformed documents for construction	<u>Not Provided</u>
§ 4.1.1.15	As-designed record drawings	<u>Architect</u>

§ 4.1.1.16 As-constructed record drawings	<u>Architect</u>
§ 4.1.1.17 Post-occupancy evaluation	<u>Not Provided</u>
§ 4.1.1.18 Facility support services	<u>Not Provided</u>
§ 4.1.1.19 Tenant-related services	<u>Not Provided</u>
§ 4.1.1.20 Architect's coordination of the Owner's consultants	<u>Not Provided</u>
§ 4.1.1.21 Telecommunications/data design	<u>Not Provided</u>
§ 4.1.1.22 Security evaluation and planning	<u>Not Provided</u>
§ 4.1.1.23 Commissioning	<u>Owner</u>
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	<u>Not Provided</u>
§ 4.1.1.25 Fast-track design services	<u>Not Provided</u>
§ 4.1.1.26 Multiple bid packages	<u>Not Provided</u>
§ 4.1.1.27 Historic preservation	<u>Not Provided</u>
§ 4.1.1.28 Furniture, furnishings, and equipment design	<u>Architect</u>
§ 4.1.1.29 Other services provided by specialty Consultants	<u>Not Provided</u>
§ 4.1.1.30 Other Supplemental Services	<u>Not Provided</u>
§ 4.1.1.31 <u>Land Survey</u>	<u>Not Provided</u>
§ 4.1.1.32 <u>Geotechnical Report</u>	<u>Not Provided</u>

PAGE 13

4.1.1.8 – Civil engineering – Provide site design for areas impacted by construction.  
4.1.1.9 – Landscape design – Provide planting schedules and details for landscape plan.

4.1.1.28 – Furniture, furnishings, and equipment design – Provide design and coordination services.

...

4.1.1.32 – Geotechnical Report – Owner will provide a Geotechnical Report

PAGE 14

- .1 ~~(—) reviews~~ One (1) review of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 ~~(—) visits~~ Two (2) visit per month to the site by the Architect during construction
- .3 ~~(—) inspections for any portion~~ Two (2) observation of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 ~~(—) inspections for any portion~~ One (1) observation of the Work to determine final completion.

...

§ 4.2.5 If the services covered by this Agreement have not been completed within forty-eight ( 48 ) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

PAGE 15

§ 5.11.1 The Owner shall promptly report to the Architect any defects or suspected defects in the Architect's services of which the Owner becomes aware, so that the Architect may take measures to minimize the consequences of such a defect. The Owner further agrees to impose a similar notification requirement on all contractors in its Owner/Contractor contract and shall require all subcontracts at any level to contain a like requirement. Should legal liability for the defects exist, failure by the Owner and the Owner's contractors or subcontractors to notify the Architect shall relieve the Architect of any liability for costs of remedying the defects above the sum such remedy would have cost had prompt notification been given when such defects were first discovered.

PAGE 16

§ 5.16 The Owner acknowledges that the requirements of the Americans with Disabilities Act (ADA), Fair Housing Act (FHA) and other federal, state and local accessibility laws, rules, codes, ordinances and regulations will be subject to various and possibly contradictory interpretations. The Architect, therefore, will use its reasonable professional efforts and judgment to interpret applicable accessibility requirements in effect as of the date of the execution of this Agreement and as they apply to the Project. The Architect, however, cannot and does not warrant or guarantee that the Owner’s Project will comply with all possible interpretations of the accessibility requirements and/or the requirements of other federal, state and local laws, rules, codes, ordinances and regulations as they apply to the Project, and the Architect shall, accordingly, not have any liability to the Owner in connection with same.

§ 5.17 If the Owner retains the services of a Commissioning Agent (CxA) to review the plans prepared by the Architect, those CxA services shall be at the Owner’s sole expense and shall be performed in a timely manner so as not to delay the orderly progress of the Architect’s services. The Owner shall promptly notify the Architect of the identity of the CxA and shall define the CxA’s scope of services. All recommendations of the CxA shall be given to the Architect for review, and adequate time will be provided for the Architect to respond to these recommendations.

§ 5.17.1 If the Architect objects to any recommendations made by the CxA, it shall so state in writing to the Owner, along with the reasons for objecting. If the Owner, in spite of the Architect’s objections, requires the incorporation of changes in the Construction Documents, the Owner agrees, to the fullest extent permitted by law, to waive all claims against the Architect and to indemnify and hold harmless the Architect from any damages, liabilities, or costs, including reasonable attorneys’ fees and costs of defense, which arise in connection with or as a result of the incorporation of such design changes required by the Owner.

§ 5.17.2 The Architect shall be compensated as Additional Service for all time spent to prepare for, review, and respond to the recommendations of the CxA, and to incorporate recommended commissioning changes into the Architect’s reports, drawings, specifications, bidding, or other documents. The Architect’s time for performance of those services shall be equitably adjusted.

PAGE 17

§ 6.5 If at any time If, prior to the conclusion of the Construction Documents Phase, the Architect’s estimate of the Cost of the Work exceeds the Owner’s budget for the Cost of the Work, 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 Architect in making such adjustments.

...

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner’s budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner’s budget for the Cost of the Work by greater than 10% or due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect’s services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect’s modification of the Construction Documents shall be the limit of the Architect’s responsibility under this Article 6.

PAGE 18

§ 8.1.3 The Architect and Owner waive consequential 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. 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 Architect, its employees and its consultants in the performance of professional services under this Agreement. The Architect’s obligation to indemnify and hold the Owner and the Owner’s officers and employees harmless does not include a duty



to defend. The Architect's duty to indemnify the Owner and the Owner's officers and employees under this Section 8.1.3 shall be limited to the lesser of (1) the stated amount of the professional liability insurance coverage required of the Architect under this Agreement or (2) the amount stated in Section 8.1.6

§ 8.1.4 The Owner shall indemnify and hold the Architect, its officers, employees and consultants harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, (1) arising from the breach of the representation under Section 2.3 or (2) caused by the negligent acts or omissions of the Owner, the Contractor or the employees, consultants or subcontractors of either of them.

§ 8.1.5 The Architect and Owner waive consequential 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.

§ 8.1.6 The Owner acknowledges that it has been advised by the Architect to retain a consultant (Accessibility Consultant) to review the project plans, specifications, and construction for compliance with the Americans with Disability Act, the Fair Housing Act, and other federal, state, and local accessibility laws, rules, codes, ordinances, and regulations (hereinafter referred to as "Accessibility Issues").

§ 8.1.6.1 If Owner fails to retain an Accessibility Consultant, the Owner agrees to release, defend, indemnify and hold harmless the Architect, its officers, directors, employees and subconsultants (collectively, Architect) from any claim, damages, liabilities or costs arising out of or in any way connected with Accessibility Issues.

§ 8.1.7 If, due to the Architect's negligence, a required item or component of the Project is omitted from the Architect's construction documents, the Architect shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been required and included in the original construction documents. In no event will the Architect be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the Project.

§ 8.1.8 The Owner shall make no claim for professional negligence, either directly or by way of a cross complaint against the Architect unless the Owner has first provided the Architect with a written certification executed by an independent consultant currently practicing in the same discipline as the Architect and licensed in the State in which the Project is located. This certification shall: a) contain the name and license number of the certifier; b) specify the acts or omissions that the certifier contends are not in conformance with the standard of care for a consultant performing professional services under similar circumstances; and c) state in detail the basis for the certifier's opinion that such acts or omissions do not conform to the standard of care. This certificate shall be provided to the Architect not less than thirty (30) calendar days prior to the presentation of any claim or the institution of any arbitration or judicial proceeding. This Certificate of Merit clause will take precedence over any existing state law in force at the time of the claim or demand for arbitration.

§ 8.1.9 The Architect may be required to report on or render confidential opinions about the past or current performance and/or qualifications of others engaged or being considered for engagement directly or indirectly by the Owner. Those about whom reports and opinions are rendered may, as a consequence, initiate claims against the Architect. To help create an atmosphere in which the Architect may freely report or express such opinions candidly in the interest of the Owner, the Owner agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Architect against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising or allegedly arising from the rendering of such confidential opinions and reports by the Architect to the Owner or to the Owner's agents.

§ 8.1.10 The Owner agrees that any and all limitations of the Architect's liability, waivers of damages by the Owner to the Architect and indemnifications by the Owner to the Architect shall include and extend to those individuals and entities the Architect retains for performance of the services under this Agreement, including but not limited to the Architect's officers, partners and employees and their heirs and assigns, as well as the Architect's subconsultants and their officers, employees, heirs and assigns.

§ 8.1.11 In the event the Owner, the Owner’s contractors or subcontractors, or anyone for whom the Owner is legally liable makes or permits to be made any changes to any reports, plans, specifications or other construction documents, including electronic files, prepared by the Architect without obtaining the Architect’s prior written consent, the Owner shall assume full responsibility for the results of such changes. Therefore the Owner agrees to waive any claim against the Architect and to release the Architect from any liability arising directly or indirectly from such changes. In addition, the Owner agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Architect from any damages, liabilities or costs, including reasonable attorneys’ fees and costs of defense, arising from such changes. In addition, the Owner agrees to include in any contracts for construction appropriate language that prohibits the Contractor or any subcontractors of any tier from making any changes or modifications to the Architect’s construction documents, including electronic files, without the prior written approval of the Architect and that further requires the Contractor to indemnify both the Architect and the Owner from any liability or cost arising from such changes made without such proper authorization.

PAGE 20

[ X ] Litigation 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 Architect 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 Architect under this Agreement.~~

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

§.

PAGE 21

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

...

25% of the remaining compensation indicated in Section 11.1 at the time of termination.

...

100% of the remaining compensation indicated in Section 11.1 at the time of termination.

PAGE 22

§ 10.10 Limitations on liability, waivers and indemnities in this Agreement are arms-length business understandings between the parties and shall apply to all legal theories of recovery, including breach of contract or warranty, breach of fiduciary duty, tort (including negligence), strict or statutory liability, or any other cause of action, provided that these limitations on liability, waivers and indemnities will not apply to any losses or damages that may be found by a trier of fact to have been caused by the Architect's gross negligence or the Architect's willful misconduct. The parties also agree that the Owner will not seek damages in excess of the contractually agreed-upon limitations directly or indirectly through suits against other parties who may join the Architect as a third-party defendant. Parties means the Owner and the Architect, and their officers, directors, partners, employees, subcontractors and subconsultants.

§ 10.11 If, during the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to the Architect are revealed, to the extent that they affect the scope of services, compensation, schedule, allocation of risks or other material terms of this Agreement, the Architect may call for renegotiation of appropriate portions of this Agreement. The Architect shall notify the Owner of the changed conditions necessitating renegotiation, and the Architect and the Owner shall promptly and in good faith enter into renegotiation of this Agreement to address the changed conditions. If terms cannot be agreed to, the parties agree that either party has the absolute right to terminate this Agreement in accordance with the Termination provision hereof.

§ 10.12 The Owner agrees that the Architect is not responsible for damages arising directly or indirectly from any delays for causes beyond the Architect's control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters or acts of God; fires, riots, war or other emergencies; failure of any government agency to act in timely manner; failure of performance by the Owner or the Owner's contractors or consultants; or discovery of any hazardous substances or differing site conditions. In addition, if the delays resulting from any such causes increase the cost or time required by the Architect to perform its services in an orderly and efficient manner, the Architect shall be entitled to a reasonable adjustment in schedule and compensation.

§ 10.13 If an event or circumstance beyond the Architect's reasonable control occurs, including without limitation an act of God, fire, flood, hurricane, wind event, storm, weather disturbance, earthquake, pandemic, disease, epidemic, or other viral or bacterial outbreak, government-ordered shutdown, quarantine or shelter-in-place order, an act or omission of a third party, strike, war, riot, terrorism or threat of terrorism, civil unrest, or any other event or circumstance not within the reasonable control of the Architect, whether similar or dissimilar to any of the foregoing, that cause the Architect delay or additional expense ("Force Majeure Event"), then the Architect is entitled to an equitable adjustment in the contract price or time for performance. If any Force Majeure Event renders the Architect's performance impossible or impracticable, the Architect has the right to terminate performance under this Agreement consistent with any termination requirements that might exist in this Agreement. Upon occurrence of a Force Majeure Event, the Architect will notify the Owner within a reasonable time that a Force Majeure Event has occurred and its anticipated impact on the Architect's performance, including its expected duration. The Architect will use reasonable efforts to mitigate the impact of any Force Majeure Event on the Architect's ability to perform under this Agreement.

§ 10.14 The Owner understands and agrees that products or building materials that are permissible under current building codes and ordinances may, at some future date, be banned or limited in use in the construction industry

because of presently unknown hazardous and/or defective characteristics. The Architect is only expected to meet current industry standards and may rely on manufacturers' information and representations. The Owner agrees that if any product or material specified for this Project by the Architect shall, at any future date be suspected or discovered to be defective or a health or safety hazard, then the Owner shall waive all claims as a result thereof against the Architect.

§ 10.14.1 To the extent the Architect collects product manufacturer materials disclosing product contents, the Owner acknowledges that it is not relying upon the Architect for any analysis of materials composition or the human or environmental health impacts of specific material selections. If the Owner requires such analysis, any assessments or evaluations of this kind shall be conducted by a toxicologist or other trained professionals retained by the Owner. The Architect shall be entitled to rely on information furnished by manufacturers and material suppliers. In addition, the Owner may direct the use of new and untested products, materials and/or technologies. The Owner assumes all risk for the foregoing and releases the Architect from any claims arising out of or relating to the foregoing.

§ 10.14.2 The Owner further agrees that if the Owner directs the Architect to specify any product or material after the Architect has informed the Owner that such product or material may not be suitable or may embody characteristics that are suspected of causing or may cause the product or material to be considered a hazardous substance in the future, the Owner waives all claims as a result thereof against the Architect, and the Owner agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless the Architect from any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising in any way from the specification or use of any products or materials which, at any future date, are deemed unsuitable for the Project or become known or suspected health or safety hazards.

§ 10.15 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 the Architect. The Architect's services under this Agreement are being performed solely for the Owner's benefit, and no other party or entity shall have any claim against the Architect because of this Agreement or the performance or nonperformance of services hereunder. The Owner and Architect agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors and other entities involved in this Project to carry out the intent of this provision.

**PAGE 23**

\$242,125.00

...

(~~(N/A)~~) % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

...

N/A

...

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

Compensation amount shall be included in Section 11.1.

**PAGE 24**

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

On an hourly basis per Exhibit A – Fee Schedule (Current Year's Version)

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus percent (~~(-%)~~), Zero percent (0%), or as follows:

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

...

Design Development Phase	<u>Twenty</u>	percent (	<u>20</u>	%)
Construction Documents Phase	<u>Sixty</u>	percent (	<u>60</u>	%)
Procurement Phase	<u>One</u>	percent (	<u>1</u>	%)
Construction Phase	<u>Nineteen</u>	percent (	<u>19</u>	%)

...

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

On an hourly basis per Exhibit A – Fee Schedule (Current Year's Version)

<b>Employee or Category</b>	<b>Rate (\$0.00)</b>
<b>PAGE 25</b>	

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus ~~percent~~ (~~—zero percent (0%)~~) of the expenses incurred.

...

§ 11.10.1.1 An initial payment of (~~\$~~) Zero Dollars and Zero Cents (\$0.00) 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.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of (~~\$~~) Zero Dollars and Zero Cents (\$0.00) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

...

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid (~~—~~) thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

...

~~%~~ One percent (1%) monthly

...

§ 11.10.2.4 If the Owner's written notice to proceed required by Section 3.1 is not received within one (1) month of the date of this Agreement, the Architect's Stipulated Sum for Basic and Supplemental Services and the time schedules shall be equitably adjusted.

§ 11.10.2.5 Prior to the issuance of signed Construction Documents and/or Reports, all Architect's invoices older than 30 days shall be paid in full.

§ 11.10.2.6 If the Owner fails to make payments when due and the Architect incurs any costs in order to collect overdue sums from the Owner, the Owner agrees that all such collection costs incurred shall immediately become due and payable to the Architect. Collection costs shall include, without limitation, legal fees, collection agency fees and expenses, court costs, collection bonds and reasonable Architect staff costs at standard billing rates for the Architect's time spent in efforts to collect. This obligation of the Owner to pay the Architect's collection costs shall survive the term of this Agreement or any earlier termination by either party.

§ 11.10.2.7 If the Owner objects to any portion of an invoice, the Owner shall so notify the Architect in writing within seven (7) calendar days of receipt of the invoice. The Owner shall identify in writing the specific cause of the disagreement and the amount in dispute and shall pay that portion of the invoice not in dispute in accordance with the other payment terms of this Agreement. Any dispute over invoiced amounts due which cannot be resolved within ten (10) calendar days after presentation of invoice by direct negotiation between the parties shall be resolved within thirty (30) calendar days in accordance with the Dispute Resolution provision of this Agreement. Interest as stated above shall be paid by the Owner on all disputed invoice amounts that are subsequently resolved in the Architect's favor and shall be calculated on the unpaid balance from the due date of the invoice.

PAGE 26

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

§ 12.1 For Projects in Minnesota, refer to Exhibit B for Pre-Lien Notice.

...

.2 AIA Document E203™ 2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:  
\_\_\_\_\_ (Insert the date of the E203 2013 incorporated into this agreement.)

.3 Exhibits:  
(Check the appropriate box for any exhibits incorporated into this Agreement.) Exhibit A – Fee Schedule (Current Year's Version)  
Exhibit B – Pre-Lien Notice  
 AIA Document E204™ 2017, Sustainable Projects Exhibit, dated as indicated below:  
(Insert the date of the E204 2017 incorporated into this agreement.) Exhibit C – Schematic Design Drawings, Dated March 4, 2024

Other Exhibits incorporated into this Agreement:  
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

.4 Other documents:  
\_\_\_\_\_ (List other documents, if any, forming part of the Agreement.)

...

David C. Chanski, City Administrator/Clerk

Mike England, AIA, LEED AP, VP

...

\_\_\_\_\_  
*(Signature)*

Lindsey Kriens, CID, Vice President  
*(Printed name and title)*



## Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, \_\_\_\_\_, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 12:37:52 ET on 03/27/2024 under Order No. 3104240140 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B101™ – 2017, Standard Form of Agreement Between Owner and Architect, other than those additions and deletions shown in the associated Additions and Deletions Report.

\_\_\_\_\_  
(Signed)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Dated)



# BREEZY POINT CITY HALL

## CONCEPT 3



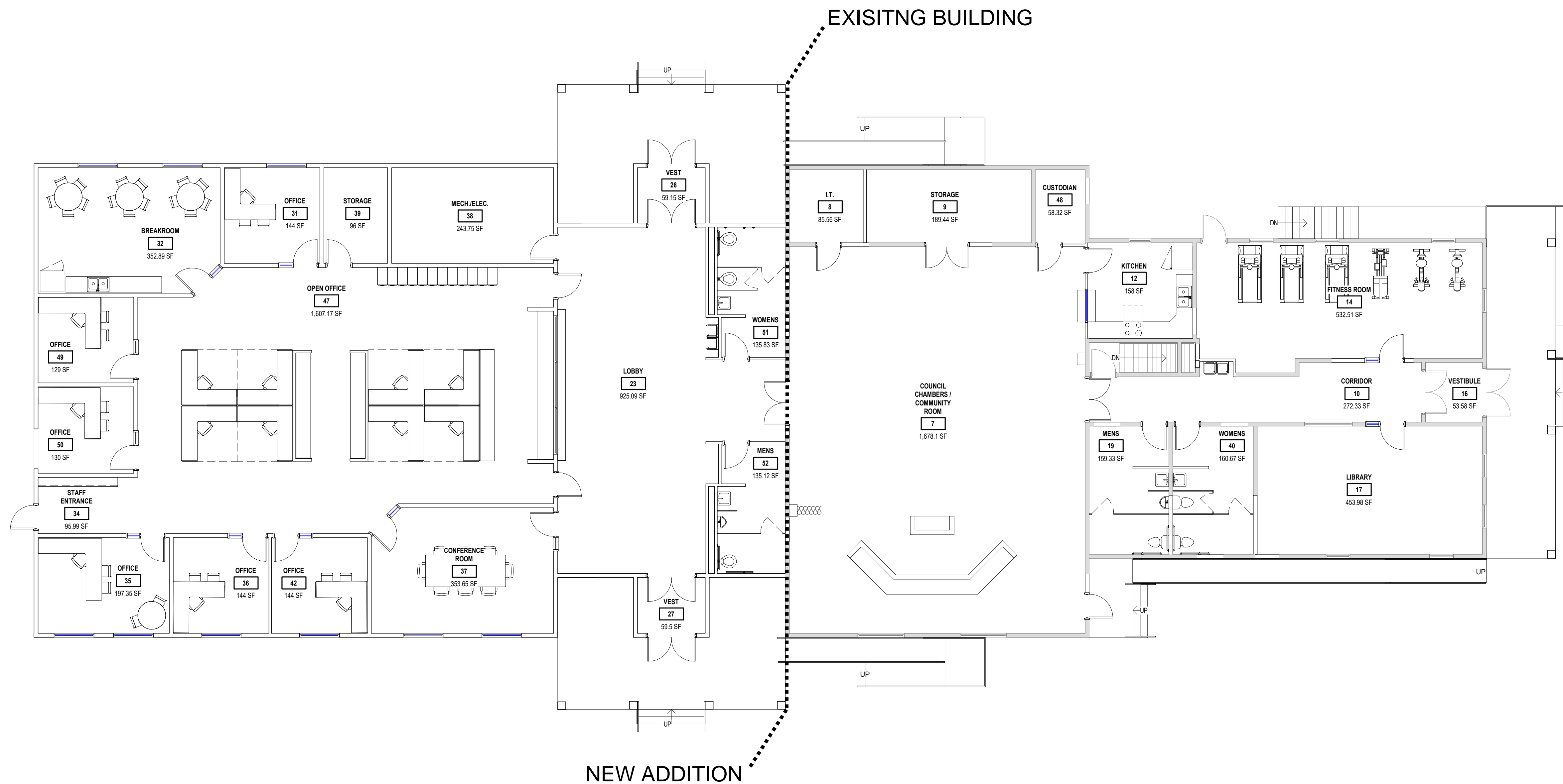
**NORTH**  
←

### LEGEND

- COMMUNITY
- SUPPORT SPACES
- COUNCIL CHAMBERS
- ADMINISTRATION



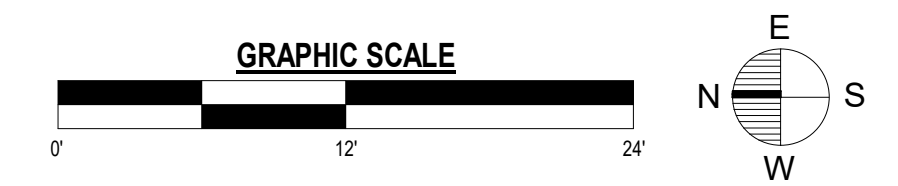
February 28th, 2024



1 CONCPET 3  
1/8" = 1'-0"

EXISTING BUILDING - 4,100 SF  
NEW ADDITION - 4,950 SF

TOTAL: 9,050 SF



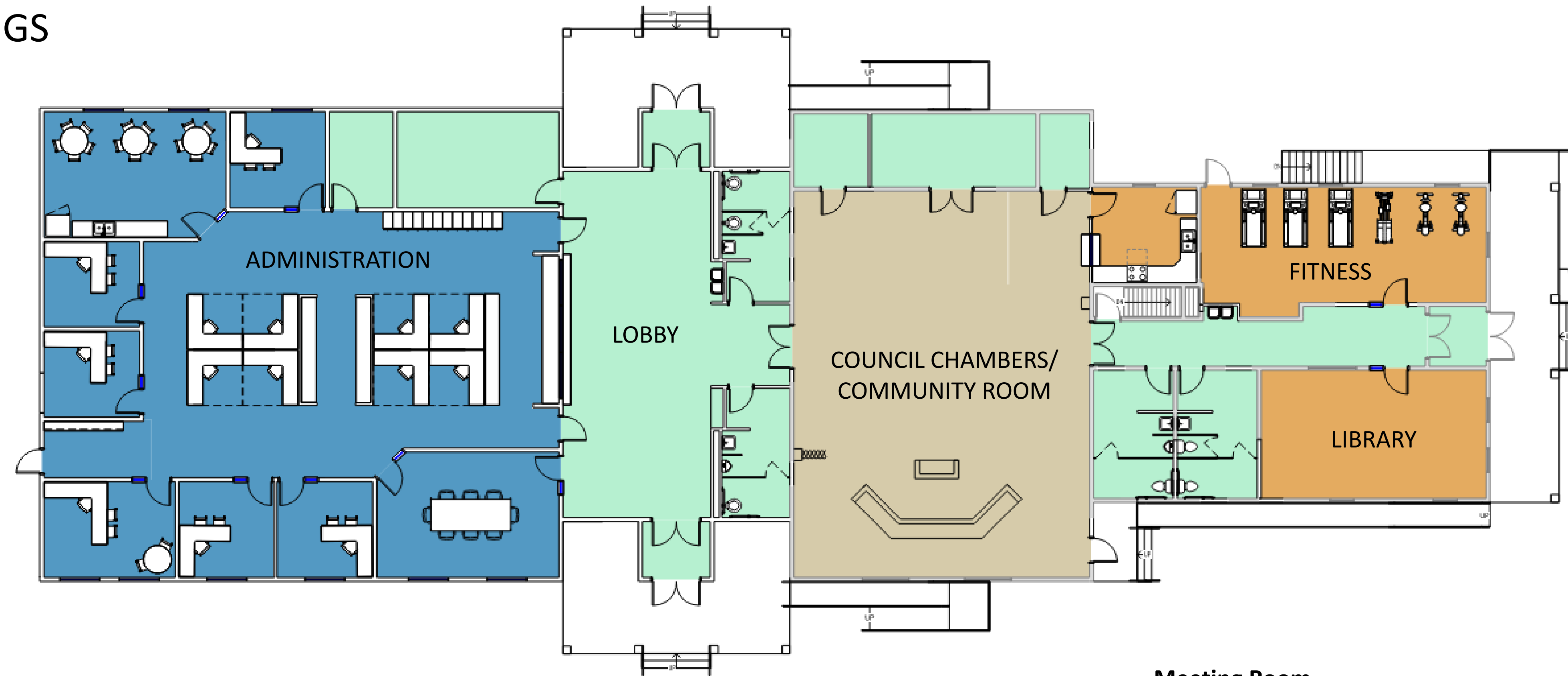
**WIDSETH**

# BREEZY POINT CITY HALL

## INTERIOR RENDERINGS



NORTH  
←



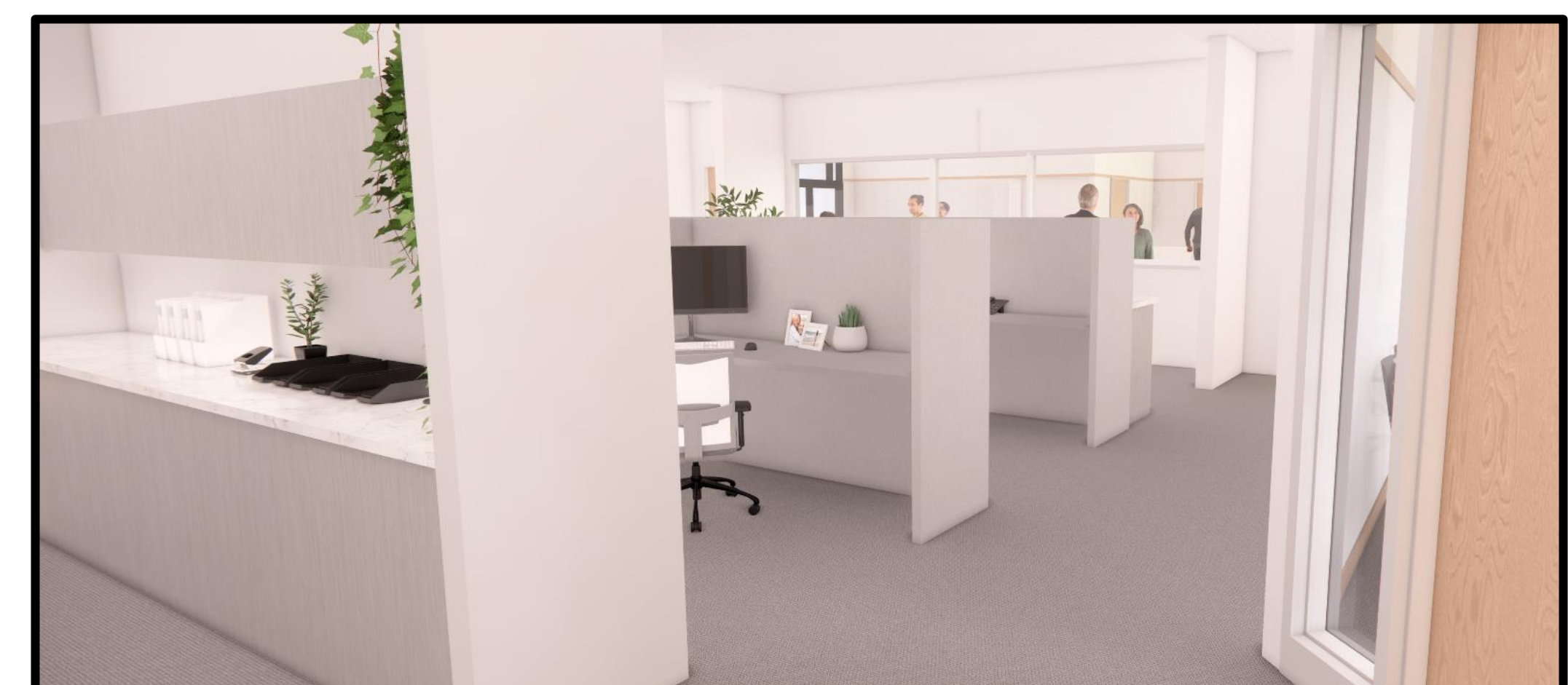
### LEGEND

- COMMUNITY
- SUPPORT SPACES
- COUNCIL CHAMBERS
- ADMINISTRATION



Lobby

Meeting Room



Open Office

February 28th, 2024

# BREEZY POINT CITY HALL

## CONCEPT 3



February 28th, 2024

**WIDSETH**

# BREEZY POINT CITY HALL

CONCEPT 3



February 28th, 2024

**WIDSETH**

TO: Mayor and City Council  
FROM: David Chanski, City Administrator  
RE: Proposed Ordinance 2024-01 Special Vehicle Use  
DATE: April 1, 2024

---



**Background**

The City Council discussed golf cart regulations during their workshop on February 20. From the discussion, the Council had consensus to amend current regulations to allow golf carts to drive on Buschmann Road between CSAH 11 and Castlewood Court. Golf carts are currently prohibited from driving on any part of Buschmann Road.

Proposed Ordinance 2024-01 amends [Chapter 70](#) of the City Code to allow the use of golf carts on Buschmann Road between CSAH 11 and Castlewood Court.

**Council Action**

Consideration of Proposed Ordinance 2024-01 should proceed as follows:

1. Public hearing
2. Council deliberation
3. Action on proposed ordinance

Staff recommends approval of Proposed Ordinance 2024-01.

ORDINANCE 2024-01

AN ORDINANCE AMENDING CHAPTER 70: STREETS, TRAFFIC AND PARKING REGULATIONS

The Breezy Point City Council so Ordains:

Section 1: Chapter 70 of the Code of Ordinances is amended as follows:

§70.043 Special Vehicle Use

(G) *Unlawful acts.* It is unlawful for any person to drive, operate or control any motorized golf cart on the roadways or shoulders of roadways under the jurisdiction of the city:

- (1) Between sunset and sunrise; unless equipped with original equipment headlights, taillights, and rear facing brake lights.
- (2) In inclement weather, when visibility is impaired by weather, smoke, fog or other conditions, or at any time when there is insufficient light clearly to see a person or vehicle on a roadway at a distance of 500 feet;
- (3) Without prominent display of a slow moving vehicle emblem provided in M.S. § 169.522, as it may be amended from time to time, on the rear of the vehicle;
- (4) Without a mirror so located as to reflect to the driver, operator or controller, a view of the roadway for a distance of at least 200 feet to the rear of the vehicle;
- (5) Without insurance coverage complying with the provisions of M.S. § 65B.48, Subd. 5, as it may be amended from time to time;
- (6) Contrary to any traffic law of the city or the State of Minnesota, except when those provisions cannot reasonably be applied to motorized golf carts by reason of M.S. § 169.045, Subd. 7, as it may be amended from time to time;
- (7) Contrary to any other provisions of this chapter; and
- (9) Without a current and valid golf cart permit, as provided herein.
- (10) Load in excess of seating capacity.
- (11) Drivers younger than 15 years old.
- (12) Golf carts are prohibited on Buschmann Road **except between CSAH 11 and Castlewood Court.**

Section 2. Effective date

This ordinance becomes effective from and after its passage and publication.

Adopted this 1<sup>st</sup> day of April 2024 by the Breezy Point City Council.

\_\_\_\_\_  
Mayor Angel Zierden

Attest:

\_\_\_\_\_  
David C. Chanski, City Administrator/Clerk



**Breezy Point City Council  
March 4, 2024 - 6:30 pm  
Regular Meeting Minutes**

The meeting of the Breezy Point City Council was called to order by Mayor Angel Zierden at 6:30 p.m. Roll Call was taken by City Administrator Chanski. Councilmembers present were Rebecca Ball, Steve Jensen, Michael Moroni, and Brad Scott. Staff present included City Administrator/Clerk David Chanski, Assistant City Administrator Daniel Eick, Deputy Clerk Deb Runksmeier, Police Chief Brian Sandel, Planning & Zoning Administrator Peter Gansen, and Public Works Supervisor Joe Zierden. All present stood for the pledge of allegiance.

Approval/Amendment of the Agenda

Councilmember Scott requested to move item 8.E. Disc Golf Resolution off the consent agenda to add as item 9.A

MOTION SCOTT/JENSEN TO REMOVE ITEM 8.E FROM CONSENT AGENDA ADDING ITEM 9.A FOR DISCUSSION, MOTION CARRIED 5-0

MOTION MORONI/BALL TO APPROVE THE AMENDED AGENDA ADDING ITEM 9.A, MOTION CARRIED 5-0

Open Forum

Bill Toft, 31877 Green Scene Drive

Foodshare Month

Councilmember Jensen spoke about the request of March as Foodshare Month.

MOTION JENSEN/BALL TO APPROVE THE PROCLAMATION FOR DECLARING MARCH AS FOODHARE MONTH IN BREEZY POINT, MOTION CARRIED 5-0

First Children’s Finance

Candace Cegla and Shelly Kunz from First Children’s Finance shared a presentation regarding childcare in Minnesota with programs to assist this area.

City Hall Design

Administrator Chanski spoke about the three different concepts presented in the packet for City Hall new build or remodel with expansion designed by Widseth.

- Option 1: New Build estimated at \$3.9 million
- Option 2: Redesign \$4.23 million or \$6.03 with Gymnasium
- Option 3: Remodel with addition at \$2.5 million

Lindsey Kriens with Widseth presented the three design options.

Administrator Chanski stated that staff recommends concept Option #3

Andy Pickar from Hy-Tec spoke about the onsite visit to review the building envelope and check interior walls and check for any red flags for remodel of current structure. Everything checked out okay.

Councilmember Scott questioned why there isn't an option to only remodel the existing structure. Lindsey Kriens gave previous information of cost of \$1 million dollars to remodel with a slight increase of building footprint. Councilmember Moroni confirmed that the remodel discussion was presented at a previous workshop and ruled out as an option because of the need for more space.

Councilmember Jensen feels the best choice is option #3 of remodel and addition without gymnasium give flexibility with the cost.

Councilmember Ball wants to go with Concept #2 of New Building and gymnasium. This gives the best use of space.

MOTION MORONI/JENSEN TO APPROVE CONCEPT #3 WITHOUT GYMNASIUM AND PROCEED WITH CONSTRUCTION DOCUMENT DEVELOPMENT AND BIDDING, MOTION FAILED 2-3, BALL, SCOTT, ZIERDEN OPPOSED

Councilmember Scott is against all three concepts and doesn't know what is lacking in the current city hall building. It will never be cheaper cost and there is no way it won't increase taxes.

Mayor Zierden wants to know what to compromise to move forward.

MOTION JENSEN/MORONI TO MOVE ON WITH NO ACTION FOR NEW CITY HALL BUILDING OR REMODEL UNTIL A TIME THAT A COUNCILMEMBER ASKS FOR IT TO BE ON THE AGENDA, MOTION CARRIED 5-0

Councilmember Scott stated that the city can't move on without a plan.

Councilmember Jensen argued that the city has a comprehensive plan that includes a Disc Golf Course and Community Center.

Mayor Zierden shared that she still plans to continue to pursue uses of the Landis + Gyr building.

Consent Agenda

- A. February 5, 2024 Regular City Council Meeting Minutes
- B. February 20, 2024 Special City Council Meeting Minutes

- C. February 20, 2024 City Council Workshop Minutes
- D. Approval of Claims Totaling \$92,217.41

MOTION BALL/MORONI TO APPROVE THE CONSENT AGENDA AS AMENDED, MOTION CARRIED 5-0

Disc Golf Course Naming Contest Donation

Councilmember Scott wanted to know how the contest for naming the disc golf course happened. Administrator Chanski explained how the Parks and Recreation Committee came up with the idea for the contest to get the community involved.

MOTION MORONI/BALL TO APPROVE RESOLUTION 09-2024 TO ACCEPT DONATION FOR DISC GOLF NAMING CONTEST, MOTION CARRIED 3-2, JENSEN, SCOTT OPPOSED

February 20, 2024 Special City Council Meeting Minutes

Councilmember Scott spoke about the February 20 Special meeting and why his absence was questioned.

MOTION BALL/MORONI TO APPROVE ITEM 8.B. FEBRUARY 20 2024 SPECIAL MEETING MINUTES, MOTION CARRIED 5-0

Streets Capital Improvement Plan Request for Proposals

Administrator Chanski gave an overview about the street CIP and how it would work. Identifying the streets that should be done, the when, and the why. Timeline and financing are the next steps.

Councilmember Scott asked about a street lighting plan. Also said that we need to have a road standard before requesting RFPs.

Public Works Supervisor Joe Zierden explained what our road standard is.

MOTION JENSEN/MORONI TO DISCUSS STREETS ROAD STANDARD DEVELOPMENT PLAN AT NEXT WORKSHOP, MOTION CARRIED 5-0

Police Side-by-side

Chief Sandel explained the public safety department current side-by-side use and information obtained on quote. Recommends swapping trailers for machine with the public works trailer to fit the new machine.

MOTION BALL/MORONI TO APPROVE PURCHASE 2024 POLARIS RANGER AND ADDITIONS FOR A TOTAL OF \$49,382.77, MOTION CARRIED 5-0

Police Computer and Monitors

Chief Sandel gave information for request of dual monitors for police officers workstations.

MOTION SCOTT/MORONI TO APPROVE PURCHASE POLICE DEPARTMENT COMPUTER MONITORS FOR \$3,455, MOTION CARRIED 5-0

Council conducted a short recess from 8:07 p.m. to 8:13 p.m.

Parks Signage

Public Works Supervisor Zierden spoke about signage directed by the Parks and Recreation Committee request.

Councilmember Scott questioned the disc golf signage approval. How did this happened. Councilmember Moroni explained how the council voted to proceed with recommendation to the Parks and Recreation at the January meeting. This action guided them to proceed with tasks outlined.

MOTION BALL/MORONI TO SUBMIT A WRITTEN SIGN REQUEST TO CROW WING COUNTY AND APPROVE INSTALL WHEN ABLE THE REQUESTED SIGNS, MOTION CARRIED 4-1, SCOTT OPPOSED

Request to Disable Comments

Mayor Zierden explained her request to disable comments on the city’s YouTube channel where recorded meetings are posted. She researched other cities that used YouTube and many do not allow comments. Not asking staff to monitor the social media.

Councilmember Scott questing why her concern YouTube compared to other social media outlets.

Councilmember Jensen ready a submitted email response from resident Jonathan Kurten of opposition to disabling comments on YouTube. Jensen is also against disabling.

Councilmember Moroni asked if staff gets notifications about comments on the City’s social media pages.

Councilmember Ball suggested consulting the city attorney.

City Administrator Chanski and Assistant City Administrator Eick shared staff’s concerns about disabling comments and how staff monitors social media activity.

No Action was taken for YouTube Comments.

Disc Golf Course Expansion Concern

Councilmember Scott spoke how residents continue to have concerns with the disc golf course. He claims to continue to hear of negative issues related to disc golf. Wants compromise and address issues. Feels the city is ignoring the issue. Councilmember Scott doesn't think the disc golf course belongs in a residential area.

Councilmember Jensen asked Scott what additional items that he would propose to discuss about disc golf.

Ball and Jensen suggested to item be added to next work shop agenda. Scott spoke of his dislike for workshops because they are held during the day.

Staff Reports

Administrator Chanski spoke about Sewer Study, Foodshare Month, March Breezy Brief to be published, and the Presidential Nomination Primary Election on Tuesday.

Agenda Forecast

Administrator Chanski discussed potential agenda items for the next City Council Workshop and asked the City Council about possible dates for next workshop.

MOTION SCOTT/MORONI TO APPROVE NOT HOLDING A MARCH WORKSHOP, CARRIED 5-0

Adjourn

MOTION MORONI/BALL TO ADJOURN, CARRIED 5-0

Meeting ended at 8:54 p.m.

---

David C. Chanski, City Administrator/Clerk

CITY OF BREEZY POINT

\*Check Detail Register©

Batch: 030624PAY

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
<b>10100 Primary</b>					
<b>139170</b>	03/06/24	<b>Aramark Uniform Services</b>			
E 100-41900-401		Maint Buildings	\$154.02	2530245844	CH Mats
E 100-42100-401		Maint Buildings	\$112.19	2530245845	PD Mats
		Total	\$266.21		
<b>139171</b>	03/06/24	<b>BEST OIL COMPANY</b>			
E 100-43000-212		Motor Fuels	\$915.01	5833	PW Dyed Diesel Fuel
		Total	\$915.01		
<b>139172</b>	03/06/24	<b>BREEZY POINT HARDWARE</b>			
E 100-43000-200		General Operating (Suppli	\$9.99	31911	PW Sewer Line
E 100-43000-401		Maint Buildings	\$5.99	31914	PW Cleaner
E 100-43000-212		Motor Fuels	\$76.53	31938	PW Fuel
E 100-43000-220		Repair/Maint Supply (GEN	\$9.99	31978	PW Cleaner Wipes
E 100-43000-220		Repair/Maint Supply (GEN	\$2.29	31983	PW Fasteners
E 100-42100-401		Maint Buildings	\$44.97	31986	PSB Flexseal Spray
		Total	\$149.76		
<b>139173</b>	03/06/24	<b>David Chanski</b>			
E 100-41300-256		Elections	\$73.93	030524	Election Food Reimbursement
		Total	\$73.93		
<b>139174</b>	03/06/24	<b>CITY OF BAXTER</b>			
E 100-42100-200		General Operating (Suppli	\$47.95	2024-036	PD Citation Books
		Total	\$47.95		
<b>139175</b>	03/06/24	<b>CLIFTONLARSONALLEN LLP</b>			
E 100-41900-301		Auditing and Acct g Servic	\$4,620.00	L241088171	2023 Audit Services
E 600-43250-301		Auditing and Acct g Servic	\$1,155.00	L241088171	2023 Audit Services
		Total	\$5,775.00		
<b>139176</b>	03/06/24	<b>COLD SPRING GRANITE COMPANY</b>			
E 270-49010-439		Markers	\$338.00	RI 2175282	NS-20 Niche Plaque - R. Krzak
		Total	\$338.00		
<b>139177</b>	03/06/24	<b>COMPENSATION CONSULTANTS LTD</b>			
E 100-41900-313		Benefits Administration	\$55.00	780	Benefit Plan Administration - Mar 2024
		Total	\$55.00		
<b>139178</b>	03/06/24	<b>Crow Wing Auto Body Inc.</b>			
E 100-42100-220		Repair/Maint Supply (GEN	\$687.76	ID #1337238	PD Claim #337426 2017 Ford Exp Repair
		Total	\$687.76		
<b>139179</b>	03/06/24	<b>CROW WING CO TREASURER</b>			
E 100-41910-302		E911 / Permit Exp	\$25.00	6573	E911 Addressing - Dec 2023
		Total	\$25.00		
<b>139180</b>	03/06/24	<b>Crow Wing Power</b>			
E 600-43250-381		Combined Utilities	\$965.59	1438703JAN	Sewer Plant Electric 1/8/24 - 2/8/24
E 600-43250-381		Combined Utilities	\$25.77	1439301JAN	#4 Pond TSP Pump Electric 1/8/24-2/8/24

CITY OF BREEZY POINT

**\*Check Detail Register©**

Batch: 030624PAY

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
E 600-43250-381		Combined Utilities	\$44.03	1460301JAN	Lift Pump 2 Electric 1/8/24-2/8/24
E 600-43250-381		Combined Utilities	\$147.38	1501301JAN	Lift Pump 4 Electric 1/8/24 - 2/8/24
E 100-43000-381		Combined Utilities	\$221.84	1516802JAN	City Hall/Maint Bldg Electric 1/8/24 - 2/8/24
E 100-41900-381		Combined Utilities	\$221.84	1516802JAN	City Hall/Maint Bldg Electric 1/8/24 - 2/8/24
E 600-43250-381		Combined Utilities	\$66.50	1518101JAN	Lift Pump 5 Electric 1/8/24 - 2/8/24
E 600-43250-381		Combined Utilities	\$47.31	1528301JAN	Lift Pump 3 Electric 1/8/24 - 2/8/24
E 600-43250-381		Combined Utilities	\$277.98	1532601JAN	Lift Pump 1 Electric 1/8/24 - 2/8/24
E 270-49010-381		Combined Utilities	\$36.51	33476401JA	8676 Ski Chalet Dr Cemetery Well 1/8/24 - 2/8/24
E 600-43250-381		Combined Utilities	\$70.82	33770501JA	Lift Pump 6 Electric 1/8/24 - 2/8/24
E 600-43250-381		Combined Utilities	\$49.65	33929201JA	Lift Pump 7 Electric 1/8/24 - 2/8/24
E 100-42100-381		Combined Utilities	\$636.30	34120201JA	PSB 8361 Co Rd 11 Electric 1/8/24 - 2/8/24
E 600-43250-381		Combined Utilities	\$33.49	34265401JA	#8 Lift Station Electric 1/8/24 - 2/8/24
E 270-49010-381		Combined Utilities	\$26.01	34454801JA	8676 Ski Chalet Dr Cemetery North 1/8/24 - 2/8/24
E 100-43000-381		Combined Utilities	\$73.00	34569801JA	8319 N Spruce Dr Electric 1/8/24 - 2/8/24
E 600-43250-381		Combined Utilities	\$31.03	34613101JA	Lift Pump 9 Electric 1/8/24 - 2/8/24
E 100-43000-381		Combined Utilities	\$12.89	34856901JA	CSAH 11 & Buschman Rd Security Light 1/8/24 - 2/8/24
E 100-43000-381		Combined Utilities	\$25.77	34857001JA	CSAH 11 & Ranchette Dr Electric 1/8/24 - 2/8/24
E 100-43000-381		Combined Utilities	\$10.00	35276301JA	Breezy Pt Dr Fishing Pier Electric 1/8/24 - 2/8/24
Total			\$3,023.71		
<b>139181</b>	03/06/24	<b>HEARTLAND ANIMAL RESCUE TEAM</b>			
E 100-41900-306		Animal Control	\$333.87	2/2024	Animal Impound Fees - Feb 2024
Total			\$333.87		
<b>139182</b>	03/06/24	<b>HOLDEN ELECTRIC CO, INC.</b>			
E 270-49010-381		Combined Utilities	\$332.06	75179	Cemetery Lighting Repair
Total			\$332.06		
<b>139183</b>	03/06/24	<b>LAKES AREA WILDLIFE CONTROL</b>			
E 100-41900-306		Animal Control	\$566.50	14824	Animal Control Services - Jan 2024
E 100-41900-306		Animal Control	\$566.50	14826	Animal Control Services - Feb 2024
Total			\$1,133.00		
<b>139184</b>	03/06/24	<b>LAW ENFORCEMENT LABOR SERVICES</b>			
G 100-21710		Other Deductions	\$211.50	MAR 2024	PD Union Dues - March 2024
Total			\$211.50		
<b>139185</b>	03/06/24	<b>MARCO TECHNOLOGIES LLC</b>			
E 100-42100-300		Professional Srvs (GENE	\$128.40	523178887	PD Copier Lease 2/17/24 - 3/17/24
E 100-41900-400		Equipment	\$207.36	523538999	CH Copier Lease 2/22/24 - 3/22/24
E 600-43250-200		General Operating (Suppli	\$51.84	523538999	CH Copier Lease 2/22/24 - 3/22/24
Total			\$387.60		
<b>139186</b>	03/06/24	<b>MENARDS- BAXTER</b>			
E 600-43250-220		Repair/Maint Supply (GEN	\$42.93	14716	Sewer PVC Pipe
E 100-42100-401		Maint Buildings	\$209.00	14910	PD Toilet
E 100-43000-225		Blacktop Repair	\$754.11	15428	PW Pothole Patch
Total			\$1,006.04		
<b>139187</b>	03/06/24	<b>NAPA OF CROSSLAKE</b>			

## CITY OF BREEZY POINT

**\*Check Detail Register©**

Batch: 030624PAY

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
E 100-43000-220		Repair/Maint Supply (GEN	\$11.55	174232	PW Cable Tie
		Total	\$11.55		
<b>139188</b>	03/06/24	<b>ON SYSTEMS INC</b>			
E 100-41900-308		Software / IT Support	\$613.65	10738	IT Support - Mar 2024
E 100-41910-308		Software / IT Support	\$245.46	10738	IT Support - Mar 2024
E 100-42100-308		Software / IT Support	\$1,718.22	10738	IT Support - Mar 2024
E 100-43000-308		Software / IT Support	\$184.10	10738	IT Support - Mar 2024
E 600-43250-308		Software / IT Support	\$306.83	10738	IT Support - Mar 2024
		Total	\$3,068.26		
<b>139189</b>	03/06/24	<b>PAPER STORM</b>			
E 100-42100-300		Professional Svcs (GENE	\$52.00	25158	PD Document Destruction - Feb 2024
		Total	\$52.00		
<b>139190</b>	03/06/24	<b>PETTY CASH</b>			
E 600-43250-331		Travel Expenses / Mileage	\$27.51	010824	Sewer Lifts Jory Carlson Mileage Reimbursement
E 600-43250-331		Travel Expenses / Mileage	\$28.14	011924	Sewer Lifts Bob Pratt Mileage Reimbursement
E 100-42100-200		General Operating (Suppli	\$28.79	012424	PD Supplies Caryn Hollingsworth Reimbursement
E 100-41910-331		Travel Expenses / Mileage	\$29.07	020224	Planning Peter Gansen Mileage Reimbursement
		Total	\$113.51		
<b>139191</b>	03/06/24	<b>PREMIER AUTO REPAIR</b>			
E 100-42100-220		Repair/Maint Supply (GEN	\$83.52	42822	PD 2023 Dodge Ram Oil Change
E 100-42100-220		Repair/Maint Supply (GEN	\$40.07	42865	PD 2020 Ford Explorer Tire Repair
E 100-42100-220		Repair/Maint Supply (GEN	\$96.58	42870	PD 2022 Ford Explorer Oil Change & Tire Rotation
		Total	\$220.17		
<b>139192</b>	03/06/24	<b>REICHERT ENTERPRISES INC</b>			
E 100-43000-220		Repair/Maint Supply (GEN	\$429.59	119450	PW 2010 International Repair
		Total	\$429.59		
<b>139193</b>	03/06/24	<b>SPARROW CLEANING SERVICE</b>			
E 100-41900-401		Maint Buildings	\$280.00	3678	CH Cleaning - Nov 2023
		Total	\$280.00		
<b>139194</b>	03/06/24	<b>STREICHERS INC</b>			
E 100-42100-208		Training and Education	\$301.33	11682879	PD Ammunition
		Total	\$301.33		
<b>139195</b>	03/06/24	<b>THE OFFICE SHOP</b>			
E 100-41300-200		General Operating (Suppli	\$2.18	1138817-0	CH Staples
E 100-41300-200		General Operating (Suppli	\$28.32	1138817-1	CH Facial Tissue
E 100-41300-200		General Operating (Suppli	\$55.20	1138817-2	CH Paper Towels
		Total	\$85.70		
<b>139196</b>	03/06/24	<b>THE TEEHIVE</b>			
E 100-43000-417		Uniforms	\$202.10	298434	PW Hats
E 600-43250-200		General Operating (Suppli	\$100.90	298434	Sewer Hats
		Total	\$303.00		



**CITY OF BREEZY POINT**  
**\*Check Detail Register©**  
Batch: 030624PAY

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
<b>139197</b>	03/06/24	<b>US AUTOFORCE</b>			
E 100-42100-220		Repair/Maint Supply (GEN	\$584.00	INV00038000	PD Tires
		Total	\$584.00		
<b>139198</b>	03/06/24	<b>VERIZON WIRELESS</b>			
E 100-43000-321		Telephone	\$150.15	9956305540	PW Cell Phones 2/11/24 - 3/10/24
E 600-43250-321		Telephone	\$100.10	9956305540	Sewer Cell Phones 2/11/24 - 3/10/24
		Total	\$250.25		
<b>139199</b>	03/06/24	<b>WIDSETH SMITH NOLTING &amp; ASSOC</b>			
E 602-41950-592		Engineering Costs	\$3,408.75	228882	Breezy Pt Hardware Store Sanitary & City Sewer Ext Engineering Services thru 2/9/24
E 401-41900-300		Professional Srvs (GENE	\$3,287.50	229144	CH Remodel & Addition Engineering Services thru 2/9/24
		Total	\$6,696.25		
<b>139200</b>	03/06/24	<b>WSB</b>			
E 401-41900-300		Professional Srvs (GENE	\$5,718.00	R-022038-00	Buschmann Rd & Ranchette Dr Reconstr Engineering Services - Jan 24
		Total	\$5,718.00		
<b>139201</b>	03/06/24	<b>SADUSKY RENOVATIONS</b>			
E 100-41910-309		Building Inspector	\$4,498.33	FEB 2024	Bldg Inspection Services - Feb 24
		Total	\$4,498.33		
		<b>10100</b>	<b>\$37,373.34</b>		

**Fund Summary**

<b>10100 Primary</b>	
100 GENERAL FUND	\$20,653.71
270 CEMETERY Special Revenue Fund	\$732.58
401 Revolving Capital Fund	\$9,005.50
600 SEWER OPERATING FUND	\$3,572.80
602 Sewer Capital Projects Fund	\$3,408.75
	\$37,373.34

CITY OF BREEZY POINT

\*Check Detail Register©

Batch: 031324PAY

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
<b>10100 Primary</b>					
139206	03/13/24	<b>BRAINERD LICENSE OFFICE</b>			
E 100-42100-590		Capital Outlay	\$27.00	031324	PD Title & Registration 2024 Ford Exp Police Interceptor
		Total	\$27.00		
139207	03/13/24	<b>Tenvoorde Ford Inc.</b>			
E 100-42100-590		Capital Outlay	\$42,108.88	24513	PD 2024 Ford Explorer Interceptor VIN 07498
		Total	\$42,108.88		
		<b>10100</b>	<b>\$42,135.88</b>		

Fund Summary

<b>10100 Primary</b>	
100 GENERAL FUND	\$42,135.88
	\$42,135.88

**CITY OF BREEZY POINT**  
**\*Check Detail Register©**  
Batch: 032024PAY

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
<b>10100 Primary</b>					
<b>139209</b>	03/20/24	<b>AAA RENTAL INC</b>			
E 100-43000-220		Repair/Maint Supply (GEN	\$199.41	110399	PW HT Unitr Repair
E 100-43000-220		Repair/Maint Supply (GEN	\$43.78	110464	PW Chain
		Total	\$243.19		
<b>139210</b>	03/20/24	<b>AMERICAN STEEL SUPPLY INC</b>			
E 100-43000-401		Maint Buildings	\$96.80	119805	PW Grating Bar
		Total	\$96.80		
<b>139211</b>	03/20/24	<b>American Welding &amp; Gas Inc.</b>			
E 100-43000-220		Repair/Maint Supply (GEN	\$480.90	9935695	60 Month Lease Cylinders
		Total	\$480.90		
<b>139212</b>	03/20/24	<b>AT&amp;T MOBILITY</b>			
E 100-42100-321		Telephone	\$998.06	X03032024	PD Cell Phones 1/26/24 - 2/25/24
		Total	\$998.06		
<b>139213</b>	03/20/24	<b>BREEZY POINT HARDWARE</b>			
E 600-43250-212		Motor Fuels	\$140.11	32003	Sewer Fuel
E 100-43000-220		Repair/Maint Supply (GEN	\$18.48	32089	PW Hardware
E 100-43000-220		Repair/Maint Supply (GEN	\$51.99	32094	PW USS HX CP
E 100-43000-220		Repair/Maint Supply (GEN	\$59.99	32099	PW USS HX CP
E 100-43000-200		General Operating (Suppli	\$24.98	32104	PW Soap
E 100-42100-200		General Operating (Suppli	\$15.98	32112	PD Batteries
E 100-43000-212		Motor Fuels	\$17.99	32121	PW Batteries
E 100-43000-212		Motor Fuels	\$93.72	32121	PW Fuel
		Total	\$423.24		
<b>139214</b>	03/20/24	<b>CHARTER COMMUNICATIONS</b>			
E 100-41100-100		Compensation (GENERAL	\$0.42	MAR 2024	Internet 3/8/24 - 4/7/24
E 100-41300-200		General Operating (Suppli	\$1.40	MAR 2024	Internet 3/8/24 - 4/7/24
E 100-41900-381		Combined Utilities	\$54.03	MAR 2024	Internet 3/8/24 - 4/7/24
E 100-41910-200		General Operating (Suppli	\$0.42	MAR 2024	Internet 3/8/24 - 4/7/24
E 100-42100-308		Software / IT Support	\$56.00	MAR 2024	Internet 3/8/24 - 4/7/24
E 100-43000-200		General Operating (Suppli	\$0.71	MAR 2024	Internet 3/8/24 - 4/7/24
E 600-43250-200		General Operating (Suppli	\$27.00	MAR 2024	Internet 3/8/24 - 4/7/24
		Total	\$139.98		
<b>139215</b>	03/20/24	<b>CHARTER COMMUNICATIONS - PA</b>			
E 100-42100-381		Combined Utilities	\$38.20	MAR 2024	PD Cable TV 3/2/24 - 4/1/24
		Total	\$38.20		
<b>139216</b>	03/20/24	<b>COLUMN SOFTWARE PBC</b>			
E 100-41910-351		Legal Notices Publishing	\$49.05	6AA024C4-0	PC Public Hearing Notice 3/6/24
E 100-41100-351		Legal Notices Publishing	\$25.76	6AA024C4-0	Public Hearing Ord 2024-01 3/20/24
		Total	\$74.81		
<b>139217</b>	03/20/24	<b>Core Professional Services, PA</b>			
E 100-42100-300		Professional Srvs (GENE	\$300.00	1767	PD M. Garbe Psych Evaluation

**CITY OF BREEZY POINT**  
**\*Check Detail Register©**  
Batch: 032024PAY

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
Total			\$300.00		
<b>139218</b>	03/20/24	<b>Crow Wing Auto Body Inc.</b>			
E 100-42100-220		Repair/Maint Supply (GEN	\$5,568.78	ID #1337238	PD Claim #337426 2017 Ford Exp Repair
Total			\$5,568.78		
<b>139219</b>	03/20/24	<b>CROW WING CO TREASURER</b>			
E 100-41910-302		E911 / Permit Exp	\$25.00	6925	E911 Addressing PID 10190539
Total			\$25.00		
<b>139220</b>	03/20/24	<b>CTC</b>			
E 100-41300-321		Telephone	\$208.05	21347429	Phone Service 3/12/24 - 4/11/24
E 100-43000-321		Telephone	\$28.37	21347429	Phone Service 3/12/24 - 4/11/24
E 100-42100-321		Telephone	\$471.14	21347429	Phone Service 3/12/24 - 4/11/24
Total			\$707.56		
<b>139221</b>	03/20/24	<b>CULLIGAN</b>			
E 100-42100-381		Combined Utilities	\$32.50	FEB 2024	PD Water
Total			\$32.50		
<b>139222</b>	03/20/24	<b>EMERGENCY AUTOMOTIVE</b>			
E 100-42100-590		Capital Outlay	\$198.13		PD Vehicle Equipment - PS State Aid
E 100-42100-590		Capital Outlay	\$810.27	BA030724-33	PD Vehicle Equipment - PS State Aid
E 100-42100-590		Capital Outlay	\$331.79	BA-03072433	PD Vehicle Equipment - PS State Aid
Total			\$1,340.19		
<b>139223</b>	03/20/24	<b>ESSENTIA HEALTH</b>			
E 100-42100-300		Professional Svcs (GENE	\$32.00	M Garbe 202	PD M. Garbe Employment Drug Test
Total			\$32.00		
<b>139224</b>	03/20/24	<b>GOPHER STATE ONE CALL</b>			
E 600-43250-332		Gopher One Locates	\$2.70	4020247	Sewer Locates
Total			\$2.70		
<b>139225</b>	03/20/24	<b>MIKES TREE COMPANY LLC</b>			
E 270-49010-300		Professional Svcs (GENE	\$3,800.00	62565	Cemetery Remove (2) Oak Trees
Total			\$3,800.00		
<b>139226</b>	03/20/24	<b>MOTOROLA SOLUTIONS INC</b>			
E 100-42100-300		Professional Svcs (GENE	\$104.76	1411059816	PD Evidence Library 4th Qtr 2023
Total			\$104.76		
<b>139227</b>	03/20/24	<b>NCPERS Group Life Ins</b>			
G 100-21710		Other Deductions	\$64.00	APR 2024	PERA Add'l Life Ins - April 2024
Total			\$64.00		
<b>139228</b>	03/20/24	<b>ON SYSTEMS INC</b>			
E 100-42100-590		Capital Outlay	\$3,403.50	10787	PD Monitors - PS State Aid
Total			\$3,403.50		
<b>139229</b>	03/20/24	<b>PELICAN SQUARE INC</b>			
E 100-41900-401		Maint Buildings	\$8.87	1014415	CH Vinegar & Storage Bags

**CITY OF BREEZY POINT**  
**\*Check Detail Register©**  
Batch: 032024PAY

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
E 100-43000-212		Motor Fuels	\$137.21	1017386	PW Fuel
		Total	\$146.08		
<b>139230</b>	03/20/24	<b>PEQUOT LAKES SANITATION</b>			
E 100-41900-324		Recycling	\$40.00	MAR 2024	Recycling Service - Mar 2024
E 100-41900-381		Combined Utilities	\$77.72	MAR 2024	CH Garbage Service - Mar 2024
E 100-42100-381		Combined Utilities	\$51.81	MAR 2024	PD Garbage Service - Mar 2024
		Total	\$169.53		
<b>139231</b>	03/20/24	<b>PREMIER AUTO REPAIR</b>			
E 100-42100-220		Repair/Maint Supply (GEN	\$20.05	40427	PD 2015 Ford Explorer Battery Installation
E 100-42100-220		Repair/Maint Supply (GEN	\$30.08	43028	PD 2020 Ford Explorer Tire Repair
		Total	\$50.13		
<b>139232</b>	03/20/24	<b>RADCO - BRAINERD</b>			
E 100-43000-220		Repair/Maint Supply (GEN	\$602.90	BRD-55600-0	PW Running Boards for 2024 GMC Sierra 1 Ton
		Total	\$602.90		
<b>139233</b>	03/20/24	<b>RITEWAY</b>			
E 100-41300-200		General Operating (Suppli	\$15.80	23-85298	2023 W2's & 1099's
E 100-43000-200		General Operating (Suppli	\$34.76	23-85298	2023 W2's & 1099's
E 270-49010-200		General Operating (Suppli	\$4.74	23-85298	2023 W2's & 1099's
E 100-41910-200		General Operating (Suppli	\$4.74	23-85298	2023 W2's & 1099's
E 100-42100-200		General Operating (Suppli	\$15.80	23-85298	2023 W2's & 1099's
E 600-43250-200		General Operating (Suppli	\$82.14	23-85298	2023 W2's & 1099's
		Total	\$157.98		
<b>139234</b>	03/20/24	<b>NICHOLAS SALVEVOLD</b>			
E 100-42100-208		Training and Education	\$75.29	MAR 2024	PD N. Salvevold Training Meals
E 100-42100-208		Training and Education	\$187.60	MAR 2024	PD N. Salvevold Training Mileage
E 100-42100-208		Training and Education	\$307.81	MAR 2024	PD N. Salvevold Training Lodging
		Total	\$570.70		
<b>139235</b>	03/20/24	<b>SPARROW CLEANING SERVICE</b>			
E 100-42100-401		Maint Buildings	\$360.00	3677	PD Office Cleaning - Nov 2023
E 100-42100-401		Maint Buildings	\$360.00	3684	PD Office Cleaning - Feb 2024
E 100-41900-401		Maint Buildings	\$280.00	3685	CH Office Cleaning - Feb 2024
		Total	\$1,000.00		
<b>139236</b>	03/20/24	<b>TDS TELECOM</b>			
E 100-41900-308		Software / IT Support	\$17.00	MAR 2024	Internet Service 3/13/24 - 4/12/24
E 100-41910-308		Software / IT Support	\$6.80	MAR 2024	Internet Service 3/13/24 - 4/12/24
E 100-42100-308		Software / IT Support	\$47.59	MAR 2024	Internet Service 3/13/24 - 4/12/24
E 100-43000-308		Software / IT Support	\$5.10	MAR 2024	Internet Service 3/13/24 - 4/12/24
E 600-43250-308		Software / IT Support	\$8.50	MAR 2024	Internet Service 3/13/24 - 4/12/24
		Total	\$84.99		
<b>139237</b>	03/20/24	<b>THE OFFICE SHOP</b>			
E 100-42100-200		General Operating (Suppli	\$113.70	1139246-0	PD Paper & Lables
E 100-42100-200		General Operating (Suppli	\$30.52	1139246-1	PD Office Supplies

**CITY OF BREEZY POINT**  
**\*Check Detail Register©**  
Batch: 032024PAY

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
Total			\$144.22		
<b>139238</b>	03/20/24	<b>TREMOLO COMMUNICATIONS</b>			
G 100-13200		Due From Other Governm	\$7.33	MAR 2024	FD Internet Service 2/20/24 - 3/31/24
Total			\$7.33		
<b>139239</b>	03/20/24	<b>XCEL ENERGY</b>			
E 100-42100-381		Combined Utilities	\$580.64	5152190951F PD	Natural Gas 1/31/24 - 3/1/24
E 100-41900-381		Combined Utilities	\$315.71	5166231916F CH	Natural Gas 1/31/24 - 3/1/24
E 100-43000-381		Combined Utilities	\$315.72	5166231916F PW	Natural Gas 1/31/24 - 3/1/24
Total			\$1,212.07		
<b>139240</b>	03/20/24	<b>ZIEGLER INC</b>			
E 100-43000-220		Repair/Maint Supply (GEN	\$101.30	IN001381978	PW Latch
Total			\$101.30		
<b>10100</b>			<b>\$22,123.40</b>		

**Fund Summary**

<b>10100 Primary</b>	
100 GENERAL FUND	\$18,058.21
270 CEMETERY Special Revenue Fund	\$3,804.74
600 SEWER OPERATING FUND	\$260.45
	\$22,123.40

CITY OF BREEZY POINT  
RESOLUTION 10-2024

A RESOLUTION ACCEPTING THE DONATION OF \$50.00 SUBWAY GIFT CARD FROM ELIOT AND NAOMI HAYCOCK FOR THE CITY OF BREEZY POINT POLICE DEPARTMENT

WHEREAS, Eliot and Naomi Haycock have donated a \$50.00 Subway gift card to the City of Breezy Point Police Department.

NOW THEREFORE BE IT RESOLVED by the Breezy Point City Council that they accept the donation of the \$50.00 Subway gift card.

Rebecca Ball: \_\_\_

Brad Scott: \_\_\_

Steve Jensen: \_\_\_

Angel Zierden: \_\_\_

Michael Moroni: \_\_\_

Adopted this 1<sup>st</sup> Day of April 2024

\_\_\_\_\_  
Mayor Angel Zierden

Attest:

\_\_\_\_\_  
David C. Chanski, City Administrator/Clerk

TO: City Council  
FROM: Peter Gansen, Planning & Zoning Administrator  
RE: Final Plat of Vista Village  
DATE: April 1, 2024

---



Good evening Mayor and Council,

Attached for your review is the Final Plat of the Common Interest Community, Vista Village application S-24-01.

The request is to create 8 residential lots, 1 common lot and 1 outlot for the construction of 4 duplex dwelling units.

The Preliminary Plat was formally reviewed by the Planning Commission at their regular March meeting. The Planning Commission unanimously recommended the application to City Council for Final Plat approval.

**Action requested & recommendation:** Approve Plat as recommend by the Planning Commission on March 12, 2024.

If you have an question please contact me at 1-218-569-1003.

Sincerely,



**Peter Gansen**  
Planning & Zoning Adminrator  
Main Office: 218-562-4441  
Direct: 218-569-1003  
[pgansen@cityofbreezypointmn.us](mailto:pgansen@cityofbreezypointmn.us)  
[www.cityofbreezypointmn.us](http://www.cityofbreezypointmn.us)





8319 County Road 11  
 Breezy Point, MN 56472  
 Phone: (218) 562-4093  
 Fax: (218) 562-4486  
[www.cityofbreezypointmn.us](http://www.cityofbreezypointmn.us)

Received by City: Peter Han Section 10, Item A.  
 Application Number: RS-24-01  
 Non-refundable Fee Paid: 490  
 Receipt #: 22675

# Subdivision Application

Name of Applicant White Birch INC  
 Address 9252 Breezy Point Drive  
 City, State, Zip Breezy Point, MN 56472  
 Phone 218-831-1706 (Bob Sp330) Alternate Phone 218-820 4038  
DAVID Landecker Cell

Physical Address / Location of Property (No Current Address) ALL Lots IN White Birch VISTA LOCATED EAST of Chickasaw Circle Cul-de-Sac

Legal Description of Property LOT 1 Lot 2, Lot 3, BLOCK ONE AND OUTLOT A, White Birch VISTA, 1 PLAT of record CROW WING COUNTY MINNESOTA

Parcel ID Number 10171421, 10171422, 10171423, 10171424 Zoning District R-4

Applicant is:  Legal Owner of Property  Contract Buyer  Option Holder  Agent  Other \_\_\_\_\_

Title Holder of Property (if different than applicant):  
 Name \_\_\_\_\_  
 Address \_\_\_\_\_  
 City, State, ZIP \_\_\_\_\_

Nature of request (please select one only):

- Preliminary Plat
- Final Plat
- Metes and Bounds Subdivision

Briefly describe your proposal: Subdivide by PLAT A Common Interest Community consisting of 8 residential lots, 1 common lot AND 1 OUTLOT (for Golf course use) 8 residential lots equal 4 Duplex units.

Signature of Owner, authorizing application Robert B. Jensen  
 (By signing, the owner is certifying that he/she has read and understands the instructions accompanying this application.)

Signature of Applicant (if different than owner) David Landecker (Agent)  
 (By signing, the applicant is certifying that he/she has read and understands the instructions accompanying this application.)

**\*By signing above, I acknowledge that I understand that I am responsible for all fees incurred by the City as a result of professional services provided by the City Engineer, City Attorney, and other contracted agencies in reviewing my application.\***

**NOTE:** Applicants may apply for Preliminary Plat and Final Plat at the same time, but they must be on separate applications. Preliminary Plat and Final Plat hearings will not be held at the same meeting. Effective date of Final Plat application will be the date of Preliminary Plat approval, unless otherwise requested.

**INSTRUCTIONS TO THE APPLICANT**

Completed applications, with *all* submittal requirements, must be submitted to the Planning & Zoning Department no fewer than **25 days** prior to the meeting date. In order for your application to be accepted as complete, and to have a public hearing scheduled, all required information **must** be submitted.

- 1. This application must be completed, including responses to all parts of this application.
- 2. The required fee must be paid. See fee schedule for details. *400 + 960 + 100 (lot x 10) = 4960*
- 3. Preliminary Plat applications shall be completed at least to the minimum standards of the Ordinance, as detailed in Section 152.12 of the Subdivision Ordinance.
- 4. Final Plat applications shall be completed as per the requirements of the Planning Commission from the Preliminary Plat hearing and the minimum standards of the Ordinance, Crow Wing County, and the State of Minnesota.
- NA*  5. Metes and Bounds applications shall conform to the requirements of Section 152.40 at a minimum. Additional information may be required as deemed applicable by the Planning Department or the Planning Commission.
- NA*  6. If any of the parcel contains structures with an ISTS (on-site sewage system), a Sewer Compliance Inspection must be submitted.
- 7. Proof of ownership or authority to subdivide the parcel.

**METES & BOUNDS:**

Subdivision by metes and bounds shall require approval by the Planning Commission if the resulting parcels are less than 20 acres and 500 feet in width for residential or urban reserve zoned lots *or* 5 acres and 300 feet of width for commercial or industrial zoned lots. Only one metes & bounds subdivision shall be allowed per parent parcel of record if the resulting parcels are 10 acres or less. An additional parcel for right-of-way or commonly owned driveway access may also be allowed or required.

**PRELIMINARY & FINAL PLATS:** Subdivision by Plat or Condominium or "CIC" Plat shall be approved by the Planning Commission and the City Council. The preliminary plat and final plat shall require approval by the Planning Commission and City Council.

# COMMON INTEREST COMMUNITY No. 1163 A PLANNED COMMUNITY VISTA VILLAGE

KNOW ALL MEN BY THESE PRESENTS: That Whitebirch, Inc., a Minnesota Corporation, fee owners and proprietors, of the following described property situated in the County of Crow Wing, State of Minnesota, to-wit:

Lots 1, 2 and 3, all in Block One, and Outlot A, WHITEBIRCH VISTA, according to the recorded plat thereof, Crow Wing County, Minnesota

Subject to easements, restrictions, and reservations of record.

Have caused the same to be surveyed and platted as COMMON INTEREST COMMUNITY No. 1163 A PLANNED COMMUNITY VISTA VILLAGE and does hereby dedicate to the public for public use the drainage and utility easements as created by this plat.

In witness whereof said Whitebirch, Inc., a Minnesota Corporation, has caused these presents to be signed by its proper officer on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

FEE OWNER:  
WHITEBIRCH, INC.

Joyce Bzozkie, President

STATE OF MINNESOTA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by Joyce Bzozkie, President of Whitebirch, Inc., a Minnesota Corporation, on behalf of the corporation.

(Notary Signature)  
NOTARY PUBLIC  
COMMISSION EXPIRES \_\_\_\_\_

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

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Patrick A. Trottier, Licensed Land Surveyor  
Minnesota License Number 41002

STATE OF MINNESOTA  
COUNTY OF \_\_\_\_\_

This instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by Patrick A. Trottier, Minnesota Licensed Land Surveyor

(Notary Signature)  
NOTARY PUBLIC  
MY COMMISSION EXPIRES \_\_\_\_\_

Department of Auditor-Treasurer

Pursuant to Minnesota Statutes, Chapter 272.12, that there are no delinquent taxes on the land hereinbefore described on this plat and transfer and pursuant to Chapter 505.021, Subd. 9, taxes payable for the year 20\_\_ on the land hereinbefore described have been paid this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

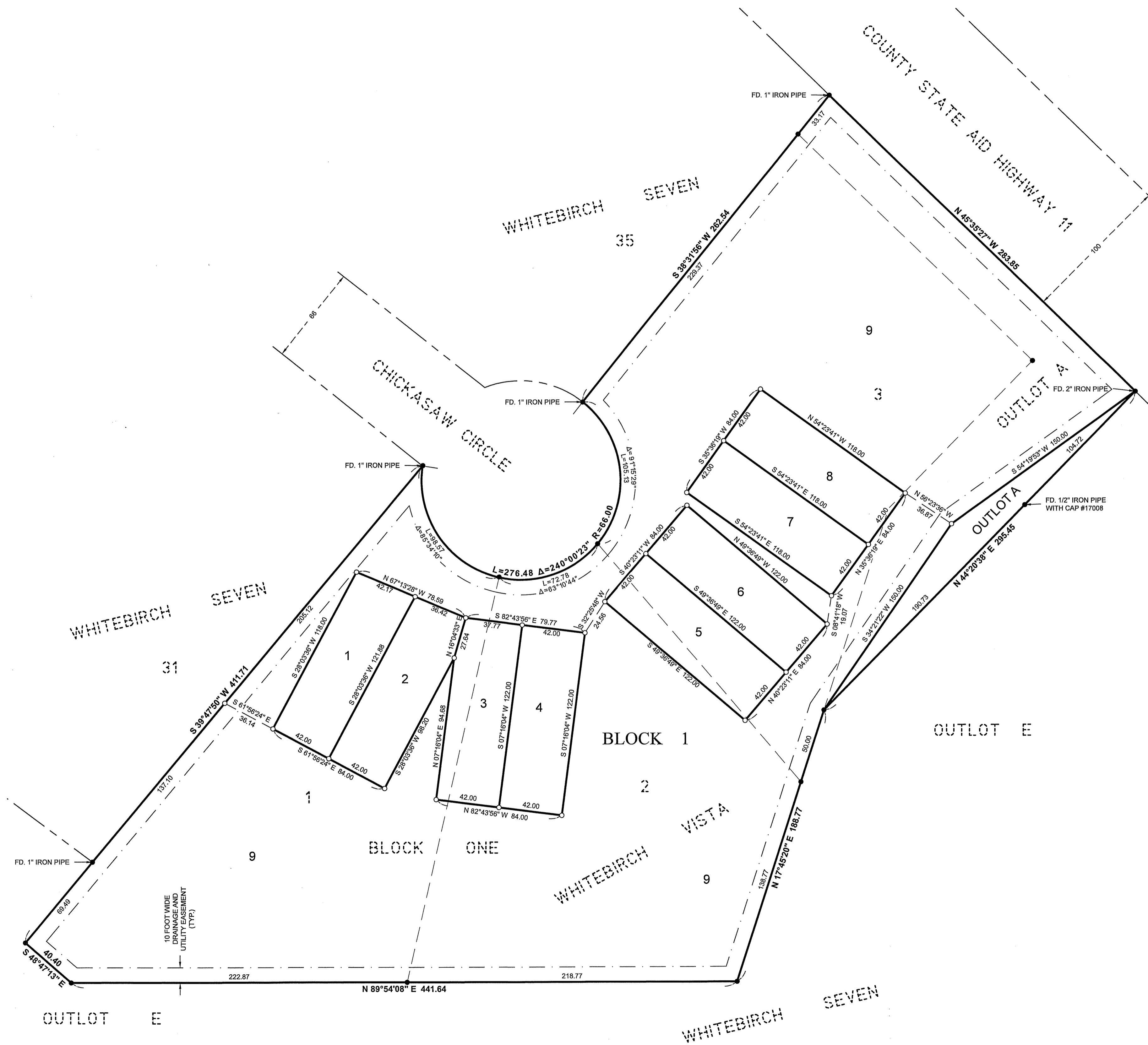
Gary Griffin, Auditor-Treasurer for Crow Wing County, Minnesota

City Council, City of Breezy Point, Minnesota

This plat of COMMON INTEREST COMMUNITY No. 1163 A PLANNED COMMUNITY VISTA VILLAGE was approved and accepted by the City Council of the City of Breezy Point, Minnesota, at a regular meeting held this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, and said plat is in compliance with the provisions of Minnesota Statutes, Section 505.03, Subd. 2.

Angel Zierdan, Mayor

David Chanski, City Administrator/Clerk



### LEGEND

- DENOTES MONUMENT FOUND WITH CAP #41002 UNLESS OTHERWISE NOTED
  - DENOTES SET 1/2" X 18" IRON PIPE WITH CAP #41002
- ORIENTATION OF THIS BEARING SYSTEM IS BASED ON THE RECORDED PLAT OF WHITEBIRCH VISTA

**STONEMARK**  
LAND SURVEYING, INC.

30206 Rasmussen Road  
Suite 1  
P. O. Box 874  
Pequot Lakes, MN 56472  
218-568-4940  
www.stonemarksurvey.com

OWNER & DEVELOPER

Robert Spizzo  
Whitebirch, Inc.  
9252 Breezy Point Drive  
Breezy Point, MN 56472

SURVEYOR

Stonemark Land Surveying, Inc.  
P.O. Box 874  
Pequot Lakes, MN. 56472  
ATTN: Patrick A. Trotter

COMMON INTEREST COMMUNITY NO. 1163  
A PLANNED COMMUNITY  
VISTA VILLAGE  
PRELIMINARY PLAT  
SECTION 17, TOWNSHIP 136 NORTH, RANGE 28 WEST,  
CROW WING COUNTY, MINNESOTA

LEGAL DESCRIPTION

WHITEBIRCH VISTA, according to the recorded plat thereof, Crow Wing County, Minnesota

Subject to easements, restrictions and reservations of record.

Owner: Alieh & Maryam Kamrani  
13240 Spencer Sweet Pea Lane  
Edan Prairie, MN 55347  
Zoning: Low Density Residential (R-1)  
PID #: 10170742

LOT AREA TABLE

LOT 1, BLOCK 1 = 5038 SQ. FT.  
LOT 2, BLOCK 1 = 5122 SQ. FT.  
LOT 3, BLOCK 1 = 5066 SQ. FT.  
LOT 4, BLOCK 1 = 5124 SQ. FT.  
LOT 5, BLOCK 1 = 5124 SQ. FT.  
LOT 6, BLOCK 1 = 5124 SQ. FT.  
LOT 7, BLOCK 1 = 4956 SQ. FT.  
LOT 8, BLOCK 1 = 4956 SQ. FT.  
LOT 9, BLOCK 1 = 146488 SQ. FT.  
OUTLOT A = 3843 SQ. FT.  
TOTAL AREA = 190,841 SQ. FT.

Owner: Roger & Judith Jenson  
7841 Chickasaw Circle  
Pequot Lakes, MN 56472  
Zoning: Low Density Residential (R-1)  
PID #: 10170746

Owner: Whitebirch, Inc.  
78419252 Breezy Point Drive  
Breezy Point, MN 56472  
Zoning: Resort Commercial (RC)  
PID #: 10170776

CONTOUR INFORMATION

Contour interval as shown = 2 foot. Based on NGVD 29 datum. Contours shown have been obtained using standard survey topographic methodologies. Field located on 11-9-2023.

SOIL DATUM

The United States Department of Agriculture Web Soil Survey indicates soil in the proposed platted area to be classified as "D83D - Eutrodepts-Graycalm-Rollins complex, pitted, 10 to 20 percent slopes" and "D84D - Eutrodepts-Graycalm-Rollins complex, 10 to 20 percent slopes.

ZONING and DENSITY

Current zoning is Multiple-Family Residential (R-4)  
Total Area = 190,841 sq. feet / 10,000 sq ft. minimum lot size (sewered) yield 19 allowable units.

VEGETATION AND TOPOGRAPHIC ALTERATIONS

The plat will consist of 8 lots for residential purposes. Lot 9 is designed as a common lot for utilities, access, green space and other shared uses. Outlot A is reserved for golf course.

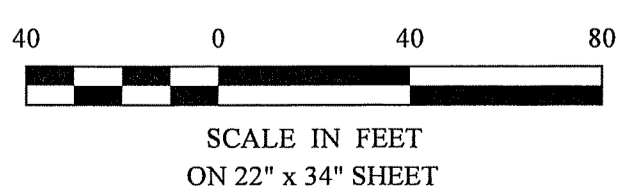
UTILITIES

All lots will be connected to City of Breezy Point municipal sanitary sewer system via a private connection. All lots will be served by private wells for their individual water supply. See separate drawings by others.

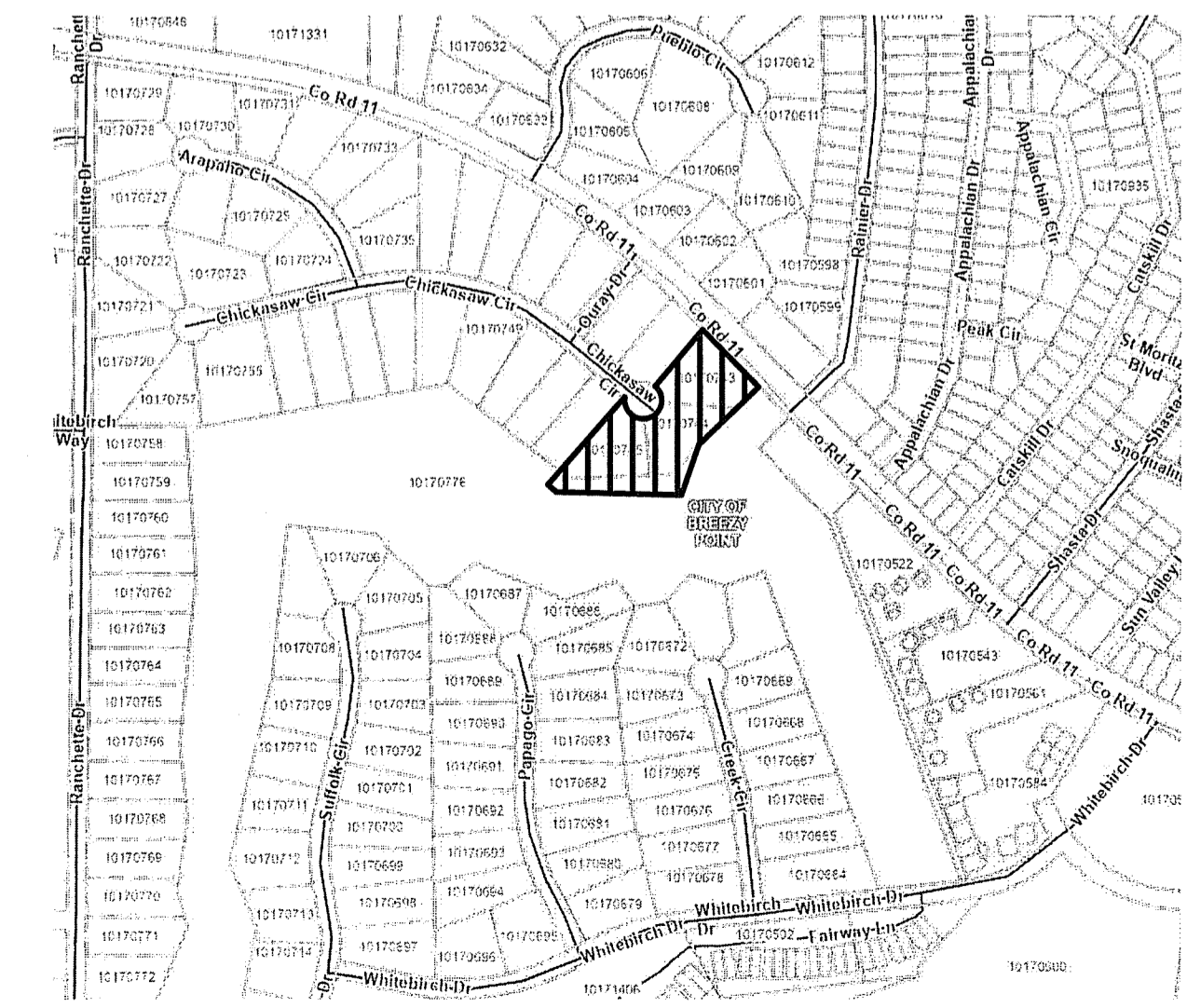
IMPERVIOUS CALCULATIONS			
PROPOSED	IMPERVIOUS AREA (sq.ft.)	Net Area (sq.ft.)	Percent Impervious (sq.ft)
Buildings	21,410	190,841	11.2%
Sidewalks	2,964	190,841	1.6%
Deck / Patio	4816	190,841	2.5%
Path, Driveways and Parking	16,683	190,841	8.7%
<b>Total</b>	<b>45,873</b>	<b>190,841</b>	<b>24.0%</b>

LEGEND

- DENOTES EXISTING SIGN(S)
- DENOTES EDGE OF EXISTING BITUMINOUS
- DENOTES EXISTING INTERMEDIATE CONTOURS
- DENOTES EXISTING INDEX CONTOURS
- DENOTES EDGE OF TREE LINE
- DENOTES EXISTING CONIFEROUS TREE, TYPE & SIZE
- DENOTES EXISTING GROUND TRANSFORMER
- DENOTES EXISTING ELECTRIC OUTLET
- DENOTES EXISTING PHONE PEDESTAL & PHONE BOX
- DENOTES EXISTING WELL
- DENOTES EDGE OF PROPOSED BITUMINOUS
- DENOTES EDGE OF PROPOSED CONCRETE
- DENOTES EDGE OF PROPOSED PATIO/DECK
- (123.45) DENOTES PLAT AND/OR DEEDED MEASURE
- DENOTES MONUMENT FOUND



ORIENTATION OF THIS BEARING SYSTEM IS BASED ON THE WESTERLY LINE OF WHITEBIRCH VISTA BEARING SOUTH 39°47'50\"/>



VICINITY MAP

30206 Reamussen Road  
Suite 1  
P. O. Box 874  
Pequot Lakes, MN 56472  
218-568-4940  
www.stonemarksurvey.com

DATE: 2-2-2024  
SCALE: 1"=40'  
HORZ: NONE  
VERT: NONE

PROJECT NO.: 23113  
FILE NAME: PL23113.dwg  
FIELD BOOK: PATRICK A. TROTTER PL#841002  
BOOK: PG.

PROJECT MANAGER: PAT  
CHECKED BY: PAT  
DRAWN BY: PATRUF

COMMON INTEREST COMMUNITY NO. 1163  
PRELIMINARY PLAT

Robert Spizzo  
Whitebirch, Inc.  
9252 Breezy Point Drive  
Breezy Point, MN 56472

1 OF 1

Roger Fomelle 2/2/2024 12:08 PM - E:\Drawings\2023\23113 Whitebirch, Inc\PL23113.dwg

TO: Mayor and City Council  
FROM: David Chanski, City Administrator/Clerk  
RE: Zoning Code Update RFP  
DATE: April 1, 2024

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**Background**

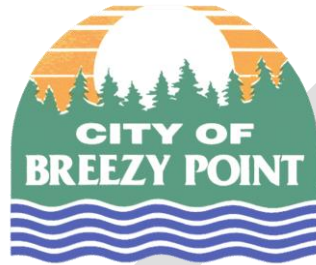
Throughout 2023, members of the City Council discussed their desire to have the City’s zoning code updated as it has not had a significant update in many years. As such, the City Council budgeted funds in 2024 for a comprehensive update of the Zoning Code to be conducted.

The Planning Commission reviewed the attached draft RFP during their regular meeting on March 12 and will be further discussing the RFP review process as well as their goals for the update process at their April meeting.

**Council Action**

Staff recommends that the City Council authorize the issuance of the attached Zoning Code Update Request for Proposals.

# THE CITY OF BREEZY POINT, MN



REQUEST FOR PROPOSALS (RFP)  
FOR  
ZONING CODE UPDATE

DRAFT

**CONTENTS:**

1. ORGANIZATIONAL INFORMATION
2. SCOPE OF SERVICES AND DELIVERABLES
3. SCHEDULE
4. COMPENSATION FOR SERVICES
5. GENERAL REQUIREMENTS FOR PROPOSALS
6. PRE-CONTRACT COSTS
7. EVALUATION CRITERIA

DRAFT

## **ORGANIZATIONAL INFORMATION**

The City of Breezy Point is a statutory city under Minnesota State Statute and is located in the heart of lakes country in Crow Wing County, Minnesota. The City received a 2022 population estimate of 2,780 residents from the Minnesota State Demographer’s Office, has seen 184% growth since 2000, and continues to be one of the fastest growing communities in Crow Wing County year over year.

The City is a bedroom community whose primary industry is tourism. According to the Crow Wing County Assessor’s Office, 56.3% of the properties in the City are classified as residential, 40.1% as seasonal, 3.2% as commercial, and 0.4% as agricultural.

The City’s Zoning Code can be found here: <https://www.breezypointmn.gov/ordinance/chapter-153-zoning>

The City’s Zoning Map can be found here: <https://www.breezypointmn.gov/media/141>

The City’s Comprehensive Plan can be found here: <https://www.breezypointmn.gov/planning-zoning/page/comprehensive-plan>

## **SCOPE OF SERVICES AND DELIVERABLES**

The City of Breezy Point (the “City”) is seeking professional planning services (the “Consultant”) to lead the City in updating its zoning code. The City desires an approach that takes its more traditional zoning standards and updates them in a way that specifically speaks to the City’s character and shifts the focus from primarily the use of development to the physical character of development. The final product must be an innovative, intuitive, highly-illustrative, and user-friendly code that will implement the vision of the City’s comprehensive plan.

In addition to a complete revision of the City’s zoning code, proposals should include a detailed review and necessary updates to the Comprehensive Plan to support a revised zoning code.

## **SCHEDULE**

The Consultant shall include intermediate deadlines in the proposal for all project deliverables defined in this document.

<b>Response to Proposals Due/RFP Reveal:</b>	April 26, 2024
<b>Consultant Interviews:</b>	May 14, 2024
<b>Final Consultant Selection:</b>	June 3, 2024
<b>Notice to Proceed:</b>	June 4, 2024



## **COMPENSATION FOR SERVICES**

It is the intention of the City of Breezy Point to enter into a professional service contract for the scope of work provided in this document. The Consultant developed compensation schedule shall be in direct alignment with the stated deliverables and project deadlines.

The City of Breezy Point reserves the right to administer and issue all notices to proceed in a manner that is in the best interest of the City.

## **GENERAL REQUIREMENTS FOR PROPOSALS**

### **I. Inquiries and Submittal**

Please submit final RFP documentation and direct questions regarding this proposal to:

Peter Gansen  
Planning & Zoning Administrator  
8319 County Road 11  
Breezy Point, MN 56472  
(218) 562-4441  
[pgansen@cityofbreezypointmn.us](mailto:pgansen@cityofbreezypointmn.us)

All firms submitting a proposal shall identify a single point of contact to correspond with the City. The preferred method of communication is by email.

### **II. Contractual Responsibility**

Consortia, joint ventures, or teams, although encouraged, will not be considered responsive unless the proposal explicitly establishes that all contractual responsibility rests solely with one firm.

At all times during the term of the contract, the Consultant shall be required to have and keep in force the following insurance policies:

- **Workers Compensation:** Insurance covering all employees meeting statutory limits in compliance with applicable state and federal laws.
- **Comprehensive General Liability:** A single limit or combined limit or excess umbrella general liability insurance policy of an amount not less than \$500,000 per claim and \$1,500,000 for any number of claims arising out of a single occurrence. If the claim arises out of the release or threatened release of a hazardous substance, the insurance must be for an amount no less than \$1,000,000 per claim and \$3,000,000 for any number of claims arising out of a single occurrence.
- **Business Auto Liability:** A single limit or combined limit or excess umbrella automobile liability insurance policy for all vehicles used regularly in the provision of services under this contract for an amount no less than \$500,000 per accident or

property damage, \$500,000 for bodily injury and/or damage to any one person, and \$1,500,000 for total bodily injuries and/or damage arising out of a single occurrence.

### **III. Addenda and Supplements to this RFP**

In the event it becomes necessary to revise any part of this RFP, or if additional information is necessary to enable proposers to adequately respond to this request, a supplemental to the RFP will be issued.

### **IV. Owners' Rights**

The City of Breezy Point reserves the right to reject any or all proposals if deemed (under its sole discretion) to be in the best interest of the City.

### **V. Proposal Content**

Please submit one electronic copy of the proposal no later than April 26, 2024, by 4:00 p.m. The City reserves the right to request hard copies of proposals at any time in the review process. These documents must be signed by a duly authorized representative of the respondent. At a minimum the proposal shall:

- Include a narrative that describes the responder's understanding of the project, goals, objectives, and any known challenges to be overcome.
- The proposal should include a summary of the project management measures required to ensure that the project is completed on time, within budget and in accordance with applicable laws, policies, standards, and good engineering practice. Include a graphical timetable that identifies achievable milestones.
- Include an itemized list of anticipated objects, goals, and sub-tasks for all deliverables, assign the number of hours required by each team member, and indicate the maximum not to exceed fee amounts for each sub-task. Identify any tasks not outlined in the deliverables that the respondent deems are critical to the success of the project. Include detailed cost breakdowns for these tasks as "alternate" options that we may review and/or consider as part of the contract. Provide and explain new technology and/or innovative strategies within these tasks to provide additional quality to this project.
- Provide and elaborate on key tasks this RFP may not include. Provide costs to each as alternative options.
- Identify anticipated involvement required by the City.
- Summarize the firm's relevant qualifications and experience related to similar projects. List all personnel who will conduct the project, detailing their training, work experience and job title. The project manager assigned to the project must be stated in the proposal and shall continue as such throughout the project, as long as he/she is still employed by the firm.

**PRE-CONTRACT COSTS**

All costs related to the preparation of the proposal will be the sole responsibility of the respondent and will not be reimbursed by the City of Breezy Point. Likewise, no reimbursement will be made for costs incurred prior to a formal written notice to proceed.

**EVALUATION CRITERIA**

Selection of the Consultant will be based on the best quality of services provided. Proposals will be primarily evaluated on the Scope of Services defined in this document. All respondents will be graded on a 100-point scale to determine the best overall value for this project. Project manager and team members experience in providing similar services or projects will strongly influence evaluation scores. Consideration will be given based on the following factors and corresponding scale:

1. Expressed understanding of project scope/objectives:	20%
2. Quality and technical evaluation of the proposal, project approach, methodology, and the use of technology/innovation:	20%
3. Experience and qualifications of the project manager and team members:	20%
4. Quality of the work plan and project schedule:	20%
5. Overall not to exceed cost:	20%
<hr/>	
Total	100%

The City of Breezy Point will not automatically award a contract to the respondent with the lowest overall cost. The City reserves the right to interview any, all, or none of the respondents at its discretion.

TO: Mayor and City Council  
FROM: Joe Zierden, Public Works Supervisor  
RE: Shoreview Lane Damage Assessment  
DATE: April 1, 2024

---



**Background**

Expanding lake ice forced the east side of Shoreview Lane to heave/buckling the pavement and exposing buried utilities along approximately 750 feet of the roadway. Initial city damage assessment revealed no major damage to the sewer line and buckled pavement/heaved shoreline that posed a hazard to the public. A more in-depth analysis of the damage and repair options by Widseth was sought, as the scope of damage/repair would exceed normal maintenance operations. Widseth presented a damage assessment that would be the first step in addressing the damage on Shoreview Lane.

**Requested Action:**

A motion to proceed with the Shoreview Lane damage assessment from Widseth for \$5,500 would be appreciated.

March 20, 2024

David Chanski – City Administrator  
City of Breezy Point  
8319 Co. Rd. 11  
Breezy Point, MN 56472

**Brainerd/Baxter**  
7804 Industrial Park Road  
Baxter MN 56425

218.829.5117  
Baxter@Widseth.com  
Widseth.com

**Re: Proposal for Shoreview Lane Damage Assessment and Recommendations**

Honorable Mayor and City Council Members:

Thank you for the opportunity to assist the City with assessing the damage on Shoreview Lane. Following a meeting with Public Works Director Joe Zierden, WIDSETH is pleased to submit the following proposal for services outlined below.

Damage Assessment

It is our understanding that ice damage has been an issue on Shoreview Lane in the past and has caused considerable damage this year. WIDSETH will provide the following services to assess these damages:

- Site Visit – Conduct an in-person site visit to document the location and extent of the damages.
- Engineering Review – We will contact utility owners to review their plans for addressing their facilities in the damage area and provide recommended action for restoration of damages documented.
- Cost Estimate – Provide an opinion of probable construction cost for restoring damages documented.

WIDSETH will investigate possible funding sources for damage relief if such exists and provide that information to the City.

WIDSETH proposes to perform the services described above on an hourly basis, in accordance with the attached fee schedule, for the estimated amount of \$5,500. If you agree with our proposed scope of services, please sign and return one copy of this letter to us as our authorization to proceed.

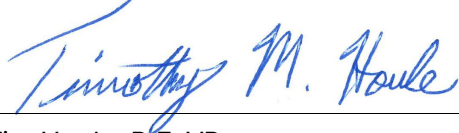
We thank you for giving us the opportunity to submit this proposal and look forward to collaborating with you on this project.

Please contact us if you have any questions regarding this proposed Agreement for the estimated sum of \$5,500. We will consider receipt of a signed copy of this Agreement to be our Notice to Proceed.

Sincerely,  
**WIDSETH SMITH NOLTING AND ASSOCIATES INC.**



Nick Peterson, EIT



Tim Houle, P.E. VP

Enclosures:    WIDSETH 2024 Fee Schedule  
                    WIDSETH General Provisions of Professional Services Agreement

Fees shall be billed monthly in accordance with our fee schedule that is in effect when the work is performed with payment due within 30 days of billing. Attached is our 2024 fee schedule. A finance charge is computed at a periodic rate of 1% per month (annual percentage rate of 12%) on past due balance.

**Feasibility Study Services                      Hourly (Not-to-Exceed) Plus                      \$5,500**

Accepted by **City of Breezy Point**

\_\_\_\_\_  
David Chanski, City Administrator  
Authorized Signatory

\_\_\_\_\_  
Date Approved



2024 FEE SCHEDULE

CLASSIFICATION	RATE
Engineer/Architect/Surveyor/Scientist/Wetland Specialist/Geographer/Project Manager	
Level I	\$135 / Hour
Level II	\$160 / Hour
Level III	\$185 / Hour
Level IV	\$195 / Hour
Level V	\$205 / Hour
Technician	
Level I	\$ 90 / Hour
Level II	\$115 / Hour
Level III	\$135 / Hour
Level IV	\$150 / Hour
Level V	\$165 / Hour
Computer Systems Specialist	\$175 / Hour
Senior Funding Specialist	\$140 / Hour
Marketing Specialist	\$123 / Hour
Funding Specialist	\$110 / Hour
Administrative Assistant	\$ 82 / Hour

OTHER EXPENSES	RATE
Mileage (Federal Standard Rate) <i>subject to IRS Guidelines</i>	
Meals/Lodging	Cost
Stakes & Expendable Materials	Cost
ATV 4-Wheeler Rental	\$100 / Day
ATV Side by Side Rental	\$200 / Day
Waste Water Sampler	\$40 / Day
ISCO Flow Recorder	\$60 / Day
Photoionization Detection Meter	\$100 / Day
Explosimeter	\$50 / Day
Product Recovery Equipment	\$35 / Day
Survey-Grade GPS (Global Positioning System)	\$75 / Hour
Mapping GPS (Global Positioning System)	\$150 / Day
Lath & Hubs	\$150 / Day
Soil Drilling Rig	\$35 / Hour
Groundwater Sampling Equipment	\$125 / Day
Hydrographic Survey System	\$500 / Day
Subcontractors	Cost plus 10%

REPRODUCTION COSTS	
Black & White Copies: 8-1/2" x 11"	\$0.10 Each
Black & White Copies: 11" x 17"	\$0.50 Each
Black & White Copies: 24" x 36"	\$3 Each
Color Copies: 8-1/2" x 11"	\$2 Each
Color Copies: 11" x 17"	\$4 Each
Color Copies: 24" x 36"	\$12 Each
Color Plots: 42" x 48"	\$22 Each

**These rates are effective for only the year indicated and are subject to yearly adjustments which reflect equitable changes in the various components.**

# General Provisions of Professional Services Agreement

These General Provisions are intended to be used in conjunction with a letter-type Agreement or a Request for Services between Widseth Smith Nolting & Assoc., Inc., a Minnesota Corporation, hereinafter referred to as WIDSETH, and a CLIENT, wherein the CLIENT engages WIDSETH to provide certain Architectural, and/or Engineering services on a Project.

As used herein, the term "this Agreement" refers to (1) the WIDSETH Proposal Letter which becomes the Letter Agreement upon its acceptance by the Client, (2) these General Provisions and (3) any attached Exhibits, as if they were part of one and the same document. With respect to the order of precedence, any attached Exhibits shall govern over these General Provisions, and the Letter Agreement shall govern over any attached Exhibits and these General Provisions. These documents supersede all prior communications and constitute the entire Agreement between the parties. Amendments to this Agreement must be in writing and signed by both CLIENT and WIDSETH.

## ARTICLE 1. PERIOD OF SERVICE

The term of this Agreement for the performance of services hereunder shall be as set forth in the Letter Agreement. In this regard, any lump sum or estimated maximum payment amounts set forth in the Letter Agreement have been established in anticipation of an orderly and continuous progress of the Project in accordance with the schedule set forth in the Letter Agreement or any Exhibits attached thereto. WIDSETH shall be entitled to an equitable adjustment to its fee should there be an interruption of services, or amendment to the schedule.

## ARTICLE 2. SCOPE OF SERVICES

The scope of services covered by this Agreement shall be as set forth in the Letter Agreement or a Request for Services. Such scope of services shall be adequately described in order that both the CLIENT and WIDSETH have an understanding of the expected work to be performed.

If WIDSETH is of the opinion that any work they have been directed to perform is beyond the Scope of this Agreement, or that the level of effort required significantly exceeds that estimated due to changed conditions and thereby constitutes extra work, they shall notify the CLIENT of that fact. Extra work, additional compensation for same, and extension of time for completion shall be covered by a revision to the Letter Agreement or Request for Services and entered into by both parties.

## ARTICLE 3. COMPENSATION TO WIDSETH

A. Compensation to WIDSETH for services described in this Agreement shall be on a Lump Sum basis, Percentage of Construction, and/or Hourly Rate basis as designated in the Letter Agreement and as hereinafter described.

1. A Lump Sum method of payment for WIDSETH's services shall apply to all or parts of a work scope where WIDSETH's tasks can be readily defined and/or where the level of effort required to accomplish such tasks can be estimated with a reasonable degree of accuracy. The CLIENT shall make monthly payments to WIDSETH within 30 days of date of invoice based on an estimated percentage of completion of WIDSETH's services.
2. A Percentage of Construction or an Hourly Rate method of payment of WIDSETH's services shall apply to all or parts of a work scope where WIDSETH's tasks cannot be readily defined and/or where the level of effort required to accomplish such tasks cannot be estimated with any reasonable degree of accuracy. Under an Hourly Rate method of payment, WIDSETH shall be paid for the actual hours worked on the Project by WIDSETH technical personnel times an hourly billing rate established for each employee. Hourly billing rates shall include compensation for all salary costs, payroll burden, general, and administrative overhead and professional fee. In a Percentage of Construction method of payment, final compensation will be based on actual bids if the project is bid and WIDSETH's estimate to the CLIENT if the project is not bid. A rate schedule shall be furnished by WIDSETH to CLIENT upon which to base periodic payments to WIDSETH.
3. In addition to the foregoing, WIDSETH shall be reimbursed for items and services as set forth in the Letter Agreement or Fee Schedule and the following Direct Expenses when incurred in the performance of the work:
  - (a) Travel and subsistence.
  - (b) Specialized computer services or programs.
  - (c) Outside professional and technical services with cost defined as the amount billed WIDSETH.
  - (d) Identifiable reproduction and reprographic costs.
  - (e) Other expenses for items such as permit application fees, license fees, or other additional items and services whether or not specifically identified in the Letter Agreement or Fee Schedule.
4. The CLIENT shall make monthly payments to WIDSETH within 30 days of date of invoice based on computations made in accordance with the above charges for services provided and expenses incurred to date, accompanied by supporting evidence as available.

B. The CLIENT will pay the balance stated on the invoice unless CLIENT notifies WIDSETH in writing of the particular item that is alleged to be incorrect within 15 days from the date of invoice, in which case, only the disputed item will remain undue until resolved by the parties. All accounts unpaid after 30 days from the date of original invoice shall be subject to a service charge of 1 % per month, or the maximum amount authorized by law, whichever is less. WIDSETH shall be entitled to recover all reasonable costs and disbursements, including reasonable attorneys fees, incurred in connection with collecting amount owed by CLIENT. In addition, WIDSETH may, after giving seven days written notice to the CLIENT, suspend services and withhold deliverables under this Agreement until WIDSETH has been paid in full for all amounts then due for services, expenses and charges. CLIENT agrees that WIDSETH shall not be responsible for any claim for delay or other consequential damages arising from suspension of services hereunder. Upon payment in full by Client and WIDSETH's resumption of services, the time for performance of WIDSETH's services shall be equitably adjusted to account for the period of suspension and other reasonable time necessary to resume performance.

## ARTICLE 4. ABANDONMENT, CHANGE OF PLAN AND TERMINATION

Either Party has the right to terminate this Agreement upon seven days written notice. In addition, the CLIENT may at any time, reduce the scope of this Agreement. Such reduction in scope shall be set forth in a written notice from the CLIENT to WIDSETH. In the event of unresolved dispute over change in scope or changed conditions, this Agreement may also be terminated upon seven days written notice as provided above.

In the event of termination, and upon payment in full for all work performed and expenses incurred to the date of termination, documents that are identified as deliverables under the Letter Agreement whether finished or unfinished shall be made available by WIDSETH to the CLIENT pursuant to Article 5, and there shall be no further payment obligation of the CLIENT to WIDSETH under this Agreement except for payment of an amount for WIDSETH's anticipated profit on the value of the services not performed by WIDSETH and computed in accordance with the provisions of Article 3 and the Letter Agreement.

In the event of a reduction in scope of the Project work, WIDSETH shall be paid for the work performed and expenses incurred on the Project work thus reduced and for any completed and abandoned work, for which payment has not been made, computed in accordance with the provisions of Article 3 and the Letter Agreement.

## ARTICLE 5. DISPOSITION OF PLANS, REPORTS AND OTHER DATA

All reports, plans, specifications, field data and notes and other documents, including all documents on electronic media, prepared by WIDSETH or its consultants are Instruments of Service and shall remain the property of WIDSETH or its consultants, respectively. WIDSETH and its subconsultants retain all common law, statutory and other reserved rights, including, without limitation, copyright. WIDSETH and its subconsultants maintain the right to determine if production will be made, and allowable format for production, of any electronic media or data to CLIENT or any third-party. Upon payment in full of monies due pursuant to the Agreement, WIDSETH shall make hard copies available to the CLIENT, of all documents that are identified as deliverables under the Letter Agreement. If the documents have not been finished (including, but not limited to, completion of final quality control), then WIDSETH shall have no liability for any claims expenses or damages that may arise out of items that could have been corrected during completion/quality control. Any Instruments of Service provided are not intended or represented to be suitable for reuse by the CLIENT or others on extensions of the Project or any other project. Any modification or reuse without written verification or adaptation by WIDSETH for the specific purpose intended will be at CLIENT's sole risk and without liability or legal exposure to WIDSETH. CLIENT shall indemnify, defend and hold harmless WIDSETH from any and all suits or claims of third parties arising out of use of unfinished documents, or modification or reuse of finished documents, which is not specifically verified, adapted, or authorized in writing by WIDSETH. This indemnity shall survive the termination of this Agreement.

Should WIDSETH choose to deliver to CLIENT documents in electronic form, CLIENT acknowledges that differences may exist between any electronic files delivered and the printed hard-copy. Copies of documents that may be relied upon by CLIENT are limited to the printed hard-copies that are signed and/or sealed by WIDSETH. Files in electronic form are only for convenience of CLIENT. Any conclusion or information obtained or derived from such electronic documents will be at user's sole risk. CLIENT acknowledges that the useful life of some forms of electronic media may be limited because of deterioration of the media or obsolescence of the computer hardware and/or software systems. Therefore, WIDSETH makes no representation that such media will be fully usable beyond 30 days from date of delivery to CLIENT.

## ARTICLE 6. CLIENT'S ACCEPTANCE BY PURCHASE ORDER OR OTHER MEANS

In lieu of or in addition to signing the acceptance blank on the Letter Agreement, the CLIENT may accept this Agreement by permitting WIDSETH to commence work on the project or by issuing a purchase order signed by a duly authorized representative. Such purchase order shall incorporate by reference the terms and conditions of this Agreement. In the event of a conflict between the terms and conditions of this Agreement and those contained in the CLIENT's purchase order, the terms and conditions of this Agreement shall govern. Notwithstanding any purchase order provisions to the contrary, no warranties, express or implied, are made by WIDSETH.



**ARTICLE 7. CLIENT'S RESPONSIBILITIES**

A. To permit WIDSETH to perform the services required hereunder, the CLIENT shall supply, in proper time and sequence, the following at no expense to WIDSETH:

1. Provide all program, budget, or other necessary information regarding its requirements as necessary for orderly progress of the work.
2. Designate in writing, a person to act as CLIENT's representative with respect to the services to be rendered under this Agreement. Such person shall have authority to transmit instructions, receive instructions, receive information, interpret and define CLIENT's policies with respect to WIDSETH's services.
3. Furnish, as required for performance of WIDSETH's services (except to the extent provided otherwise in the Letter Agreement or any Exhibits attached hereto), data prepared by or services of others, including without limitation, core borings, probes and subsurface explorations, hydrographic and geohydrologic surveys, laboratory tests and inspections of samples, materials and equipment; appropriate professional interpretations of all of the foregoing; environmental assessment and impact statements; property, boundary easement, right-of-way, topographic and utility surveys; property descriptions; zoning, deed and other land use restriction; and other special data not covered in the Letter Agreement or any Exhibits attached hereto.
4. Provide access to, and make all provisions for WIDSETH to enter upon publicly or privately owned property as required to perform the work.
5. Act as liaison with other agencies or involved parties to carry out necessary coordination and negotiations; furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.
6. Examine all reports, sketches, drawings, specifications and other documents prepared and presented by WIDSETH, obtain advice of an attorney, insurance counselor or others as CLIENT deems necessary for such examination and render in writing, decisions pertaining thereto within a reasonable time so as not to delay the services of WIDSETH.
7. Give prompt written notice to WIDSETH whenever CLIENT observes or otherwise becomes aware of any development that affects the scope of timing of WIDSETH's services or any defect in the work of Construction Contractor(s), Consultants or WIDSETH.
8. Initiate action, where appropriate, to identify and investigate the nature and extent of asbestos and/or pollution in the Project and to abate and/or remove the same as may be required by federal, state or local statute, ordinance, code, rule, or regulation now existing or hereinafter enacted or amended. For purposes of this Agreement, "pollution" and "pollutant" shall mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, alkalis, chemicals and hazardous or toxic waste. Hazardous or toxic waste means any substance, waste pollutant or contaminant now or hereafter included within such terms under any federal, state or local statute, ordinance, code, rule or regulation now existing or hereinafter enacted or amended. Waste further includes materials to be recycled, reconditioned or reclaimed.

If WIDSETH encounters, or reasonably suspects that it has encountered, asbestos or pollution in the Project, WIDSETH shall cease activity on the Project and promptly notify the CLIENT, who shall proceed as set forth above. Unless otherwise specifically provided in the Letter Agreement, the services to be provided by WIDSETH do not include identification of asbestos or pollution, and WIDSETH has no duty to identify or attempt to identify the same within the area of the Project.

With respect to the foregoing, CLIENT acknowledges and agrees that WIDSETH is not a user, handler, generator, operator, treater, storer, transporter or disposer of asbestos or pollution which may be encountered by WIDSETH on the Project. It is further understood and agreed that services WIDSETH will undertake for CLIENT may be uninsurable obligations involving the presence or potential presence of asbestos or pollution. Therefore, CLIENT agrees, except (1) such liability as may arise out of WIDSETH's sole negligence in the performance of services under this Agreement or (2) to the extent of insurance coverage available for the claim, to hold harmless, indemnify and defend WIDSETH and WIDSETH's officers, subcontractor(s), employees and agents from and against any and all claims, lawsuits, damages, liability and costs, including, but not limited to, costs of defense, arising out of or in any way connected with the presence, discharge, release, or escape of asbestos or pollution. This indemnification is intended to apply only to existing conditions and not to conditions caused or created by WIDSETH. This indemnification shall survive the termination of this Agreement.

9. Provide such accounting, independent cost estimating and insurance counseling services as may be required for the Project, such legal services as CLIENT may require or WIDSETH may reasonably request with regard to legal issues pertaining to the Project including any that may be raised by Contractor(s), such auditing service as CLIENT may require to ascertain how or for what purpose any Contractor has used the moneys paid under the construction contract, and such inspection services as CLIENT may require to ascertain that Contractor(s) are complying with any law, rule, regulation, ordinance, code or order applicable to their furnishing and performing the work.

10. Provide "record" drawings and specifications for all existing physical features, structures, equipment, utilities, or facilities which are pertinent to the Project, to the extent available.
11. Provide other services, materials, or data as may be set forth in the Letter Agreement or any Exhibits attached hereto.

B. WIDSETH may use any CLIENT provided information in performing its services. WIDSETH shall be entitled to rely on the accuracy and completeness of information furnished by the CLIENT. If WIDSETH finds that any information furnished by the CLIENT is in error or is inadequate for its purpose, WIDSETH shall endeavor to notify the CLIENT. However, WIDSETH shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by CLIENT.

**ARTICLE 8. OPINIONS OF COST**

Opinions of probable project cost, construction cost, financial evaluations, feasibility studies, economic analyses of alternate solutions and utilitarian considerations of operations and maintenance costs provided for in the Letter Agreement or any Exhibits attached hereto are to be made on the basis of WIDSETH's experience and qualifications and represent WIDSETH's judgment as an experienced design professional. It is recognized, however, that WIDSETH does not have control over the cost of labor, material, equipment or services furnished by others or over market conditions or contractors' methods of determining their prices, and that any evaluation of any facility to be constructed, or acquired, or work to be performed on the basis of WIDSETH's cost opinions must, of necessity, be speculative until completion of construction or acquisition. Accordingly, WIDSETH does not guarantee that proposals, bids or actual costs will not substantially vary from opinions, evaluations or studies submitted by WIDSETH to CLIENT hereunder.

**ARTICLE 9. CONSTRUCTION PHASE SERVICES**

CLIENT acknowledges that it is customary for the architect or engineer who is responsible for the preparation and furnishing of Drawings and Specifications and other construction-related documents to be employed to provide professional services during the Bidding and Construction Phases of the Project, (1) to interpret and clarify the documentation so furnished and to modify the same as circumstances revealed during bidding and construction may dictate, (2) in connection with acceptance of substitute or equal items of materials and equipment proposed by bidders and Contractor(s), (3) in connection with approval of shop drawings and sample submittals, and (4) as a result of and in response to WIDSETH's detecting in advance of performance of affected work inconsistencies or irregularities in such documentation. CLIENT agrees that if WIDSETH is not employed to provide such professional services during the Bidding (if the work is put out for bids) and the Construction Phases of the Project, WIDSETH will not be responsible for, and CLIENT shall indemnify and hold WIDSETH, its officers, consultant(s), subcontractor(s), employees and agents harmless from, all claims, damages, losses and expenses including attorneys' fees arising out of, or resulting from, any interpretation, clarification, substitution acceptance, shop drawing or sample approval or modification of such documentation issued or carried out by CLIENT or others. Nothing contained in this paragraph shall be construed to release WIDSETH, its officers, consultant(s), subcontractor(s), employees and agents from liability for failure to perform in accordance with professional standards any duty or responsibility which WIDSETH has undertaken or assumed under this Agreement.

**ARTICLE 10. REVIEW OF SHOP DRAWINGS AND SUBMITTALS**

WIDSETH may review and approve or take other appropriate action on the contractor's submittals or shop drawings for the limited purpose of checking for general conformance with information given and design concept expressed in the Contract Documents. Review and/or approval of submittals is not conducted for the purpose of determining accuracy and completeness of other details or for substantiating instructions for installation or performance of equipment or systems, all of which remain the exclusive responsibility of the contractor. WIDSETH's review and/or approval shall not constitute approval of safety precautions, or any construction means, methods, techniques, sequences or procedures. WIDSETH's approval of a specific item shall not indicate approval of an assembly of which the item is a component. WIDSETH's review and/or approval shall not relieve contractor for any deviations from the requirements of the contract documents nor from the responsibility for errors or omissions on items such as sizes, dimensions, quantities, colors, or locations. Contractor shall remain solely responsible for compliance with any manufacturer requirements and recommendations.

**ARTICLE 11. REVIEW OF PAY APPLICATIONS**

If included in the scope of services, any review or certification of any pay applications, or certificates of completion shall be based upon WIDSETH's observation of the Work and on the data comprising the contractor's application for payment, and shall indicate that to the best of WIDSETH's knowledge, information and belief, the quantity and quality of the Work is in general conformance with the Contract Documents. The issuance of a certificate for payment or substantial completion is not a representation that WIDSETH has made exhaustive or continuous inspections, reviewed construction means and methods, verified any back-up data provided by the contractor, or ascertained how or for what purpose the contractor has used money previously paid by CLIENT.

**ARTICLE 12. REQUESTS FOR INFORMATION (RFI)**

If included in the scope of services, WIDSETH will provide, with reasonable promptness, written responses to requests from any contractor for clarification, interpretation or information on the requirements of the Contract Documents. If Contractor's RFI's are, in WIDSETH's professional opinion, for information readily apparent from reasonable observation of field conditions or review of the Contract Documents, or are reasonably inferable therefrom, WIDSETH shall be entitled to compensation for Additional Services for WIDSETH's time in responding to such requests. CLIENT may wish to make the Contractor responsible to the CLIENT for all such charges for additional services as described in this article.

**ARTICLE 13. CONSTRUCTION OBSERVATION**

If included in the scope of services, WIDSETH will make site visits as specified in the scope of services in order to observe the progress of the Work completed. Such site visits and observations are not intended to be an exhaustive check or detailed inspection, but rather are to allow WIDSETH to become generally familiar with the Work. WIDSETH shall keep CLIENT informed about the progress of the Work and shall advise the CLIENT about observed deficiencies in the Work. WIDSETH shall not supervise, direct or have control over any Contractor's work, nor have any responsibility for the construction means, methods, techniques, sequences or procedures selected by the Contractor nor for the Contractor's safety precautions or programs in connection with the Work. These rights and responsibilities are solely those of the Contractor. WIDSETH shall not be responsible for any acts or omissions of any Contractor and shall not be responsible for any Contractor's failure to perform the Work in accordance with the Contract Documents or any applicable laws, codes, regulations, or industry standards.

If construction observation services are not included in the scope of services, CLIENT assumes all responsibility for interpretation of the Contract Documents and for construction observation, and the CLIENT waives any claims against WIDSETH that are connected with the performance of such services.

**ARTICLE 14. BETTERMENT**

If, due to WIDSETH's negligence, a required item or component of the Project is omitted from the construction documents, WIDSETH shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been required and included in the original construction documents. In no event, will WIDSETH be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the Project.

**ARTICLE 15. CERTIFICATIONS, GUARANTEES AND WARRANTIES**

WIDSETH shall not be required to sign any documents, no matter by who requested, that would result in WIDSETH having to certify, guarantee or warrant the existence of conditions whose existence WIDSETH cannot ascertain. CLIENT agrees not to make resolution of any dispute with WIDSETH or payment of any amount due to WIDSETH in any way contingent upon WIDSETH signing such certification.

**ARTICLE 16. CONTINGENCY FUND**

CLIENT and WIDSETH agree that certain increased costs and changes may be required because of possible omissions, ambiguities or inconsistencies in the plans and specifications prepared by WIDSETH, and therefore, that the final construction cost of the Project may exceed the bids, contract amount or estimated construction cost. CLIENT agrees to set aside a reserve in the amount of 5% of the Project construct costs as a contingency to be used, as required, to pay for any such increased costs and changes. CLIENT further agrees to make no claim by way of direct or third-party action against WIDSETH with respect to any increased costs within the contingency because of such changes or because of any claims made by any Contractor relating to such changes.

**ARTICLE 17. INSURANCE**

WIDSETH shall procure and maintain insurance for protection from claims against it under workers' compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, and from claims against it for damages because of injury to or destruction of property including loss of use resulting therefrom.

Also, WIDSETH shall procure and maintain professional liability insurance for protection from claims arising out of performance of professional services caused by any negligent act, error, or omission for which WIDSETH is legally liable.

Certificates of insurance will be provided to the CLIENT upon request.

**ARTICLE 18. ASSIGNMENT**

Neither Party to this Agreement shall transfer, sublet or assign any rights or duties under or interest in this Agreement, including but not limited to monies that are due or monies that may be due, without the prior written consent of the other party. Subcontracting to subconsultants, normally contemplated by WIDSETH as a generally accepted business practice, shall not be considered an assignment for purposes of this Agreement.

**ARTICLE 19. NO THIRD-PARTY BENEFICIARIES**

Nothing contained in this Agreement shall create a contractual relationship or a cause of action by a third-party against either WIDSETH or CLIENT. WIDSETH's services pursuant to this Agreement are being performed solely for the CLIENT's benefit, and no other party or entity shall have any claim against WIDSETH because of this Agreement.

**ARTICLE 20. CORPORATE PROTECTION**

It is intended by the parties to this Agreement that WIDSETH's services in connection with the Project shall not subject WIDSETH's individual employees, officers or directors to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary, CLIENT agrees that as the CLIENT's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against WIDSETH, a Minnesota corporation, and not against any of WIDSETH's individual employees, officers or directors.

**ARTICLE 21. CONTROLLING LAW**

This Agreement is to be governed by the laws of the State of Minnesota.

**ARTICLE 22. ASSIGNMENT OF RISK**

In recognition of the relative risks and benefits of the project to both the CLIENT and WIDSETH, the risks have been allocated such that the CLIENT agrees, to the fullest extent permitted by law, to limit the liability of WIDSETH, employees of WIDSETH and sub-consultants, to the CLIENT and to all construction contractors, subcontractors, agents and assigns on the project for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, so that total aggregate liability of WIDSETH, employees of WIDSETH and sub-consultants, to all those named shall not exceed WIDSETH's total fee received for services rendered on this project. Such claims and causes include, but are not limited to negligence, professional errors or omissions, strict liability, breach of contract or warranty.

**ARTICLE 23. NON-DISCRIMINATION**

WIDSETH will comply with the provisions of applicable federal, state and local statutes, ordinances and regulations pertaining to human rights and non-discrimination.

**ARTICLE 24. SEVERABILITY**

Any provision or portion thereof in this Agreement which is held to be void or unenforceable under any law shall be deemed stricken and all remaining provisions shall continue to be valid and binding between CLIENT and WIDSETH. All limits of liability and indemnities contained in the Agreement shall survive the completion or termination of the Agreement.

**ARTICLE 25. PRE-LIEN NOTICE**

**PURSUANT TO THE AGREEMENT WIDSETH WILL BE PERFORMING SERVICES IN CONNECTION WITH IMPROVEMENTS OF REAL PROPERTY AND MAY CONTRACT WITH SUBCONSULTANTS OR SUBCONTRACTORS AS APPROPRIATE TO FURNISH LABOR, SKILL AND/OR MATERIALS IN THE PERFORMANCE OF THE WORK. ACCORDINGLY, CLIENT IS ENTITLED UNDER MINNESOTA LAW TO THE FOLLOWING NOTICE:**

- (a) ANY PERSON OR COMPANY SUPPLYING LABOR OR MATERIALS FOR THIS IMPROVEMENT TO YOUR PROPERTY MAY FILE A LIEN AGAINST YOUR PROPERTY IF THAT PERSON OR COMPANY IS NOT PAID FOR ITS CONTRIBUTIONS.**
- (b) UNDER MINNESOTA LAW, YOU HAVE THE RIGHT TO PAY PERSONS WHO SUPPLIED LABOR OR MATERIALS FOR THIS IMPROVEMENT DIRECTLY AND DEDUCT THIS AMOUNT FROM OUR CONTRACT PRICE, OR WITHHOLD THE AMOUNTS DUE FROM US UNTIL 120 DAYS AFTER COMPLETION OF THE IMPROVEMENT UNLESS WE GIVE YOU A LIEN WAIVER SIGNED BY PERSONS WHO SUPPLIED ANY LABOR OR MATERIALS FOR THE IMPROVEMENT AND WHO GAVE YOU TIMELY NOTICE.**

TO: Mayor and City Council  
FROM: David Chanski, City Administrator/Clerk  
RE: Consideration for Cancelling Questica Budget Software  
DATE: April 1, 2024

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**Background**

The City Council approved the implementation of Questica budget software as part of the 2024 Budget. Staff began the implementation process in late January, and software launch was scheduled for June.

**Cancelling Implementation**

The Questica implementation process has been over and above what staff expected when City Administrator Chanski recommended implementing the software in 2023. The implementation process has been requiring an extensive amount of staff time that was not anticipated and not originally shared by Questica. This has become an unexpected burden on City Administrator Chanski and Finance Specialist Rust, resulting in the project getting behind schedule. As such, full launch of the software may not happen prior to the 2025 Budget process needing to get underway.

Additionally, through the implementation process, staff has become concerned that the software is not as good of a fit for the City as was originally presented by Questica.

City Administrator Chanski and Finance Specialist Rust have had discussions and shared their concerns with Questica, but no effective solution has been found to ease the implementation process or ensure that the City is getting the best level of service and benefits for its money. The cost of Questica in 2024 was \$29,875 (\$11,500 for implementation and \$18,275 for software subscription).

Staff believes that the best course of action at this time is to cancel the implementation process with Questica and pursue a full enterprise resource planning (ERP) system as recommended by Sheldon Cohen in the Organizational Assessment Report.

**Council Action**

Staff is requesting authorization from the City Council to formally cancel the implementation process with Questica.

TO: Mayor and City Council  
FROM: David Chanski, City Administrator/Clerk  
RE: Parks & Recreation Committee Vacancy  
DATE: April 1, 2024

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**Background**

On March 4, the City received the resignation of Sandra Logelin from the Parks & Recreation Committee. This leaves a vacancy on the Parks & Recreation Committee. The term for this vacant seat is set to expire on December 31, 2025.

**Filling the Vacancy**

In December 2023 when committee vacancies were last published, Tom Lillehei and Tracy Kurten applied to be on the Parks & Recreation Committee but were not appointed as incumbents Diane Williams and Jim McKellar were reappointed to their respective seats. The City Council could choose to inquire with one of these individuals whether they are still interested in being appointed to the Committee.

Alternatively, the City Council could direct staff to publish the vacancy and consider new applications at the May 6 City Council meeting.

**Council Action**

Staff is looking for direction for the City Council as how to proceed with filling the vacant term on the Parks & Recreation Committee set to expire December 31, 2025.

**David Chanski**

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**From:** Breezy Point MN <noreply@civicplus.com>  
**Sent:** Monday, March 4, 2024 12:19 PM  
**To:** cityadmin  
**Subject:** Resignation

**CAUTION:** This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Name: Sandra Logelin  
Email: SLLogelin@gmail.com

Message: Dear Administrator Chanski, Mayor Zierden, City Council Members, and Park and Recreation Committee Members, I would like to officially submit my resignation from the Parks and Recreation Committee. I feel at the present time, any efforts I have for this community will be better served if I proceed in a direction outside of local government. I truly appreciate the opportunity to have worked along with the members of the Park and Rec, the Council, and the wonderful administration staff. I look forward to continuing involvement in our community and the City of Breezy Point, as a resident. I am open to continuing in my position on Parks and Rec until a suitable replacement can be found. I appreciate your understanding. I wish the very best to all of you, and our community. Thank you. Regards, Sandra

Logelin 

TO: Mayor and City Council  
FROM: David Chanski, City Administrator/Clerk  
RE: City Council Workshops Discussion  
DATE: April 1, 2024

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**Background**

Councilmember Jensen has requested that the City Council have further discussion on the future of workshops. Specifically, he has requested that the Council discuss:

1. Does the council still want to have workshops?
2. If so, what is the best time to start the meeting?
3. When survey is sent out for meeting times.
  - a. What is the expectation for council members to respond?