



**CITY OF MAYER  
REGULAR CITY COUNCIL MEETING  
CITY COUNCIL CHAMBERS  
TUESDAY, MAY 26, 2020  
6:30 PM**

**AGENDA**

- 1. Call Meeting to Order**
- 2. Pledge of Allegiance**
- 3. Approval of Agenda**
- 4. Public Comment (Please limit comments to 5 minutes)**
- 5. Consent Agenda**
  - A. Minutes
    1. May 11, 2020 City Council Meeting Minutes
    2. May 11, 2020 City Council Workshop Meeting Minutes
    3. May 18, 2020 Special City Council Meeting Minutes
  - B. Claims
  - C. Staff Reports
    - City Administrator's Report
    - Public Works Report
    - Fire Department Report
    - Sheriff Department Report
    - City Engineer's Report
  - D. Extension of State of Emergency to coincide with the State of Minnesota
- 6. Reports and Recommendations of City Departments, Consultants, Commissions and Committees**
  1. Fire Department
    - a. Contract Agreement – Brunton Architects
  2. Administrative
    - a. COVID-19 Pandemic – Preparedness Plan and General Discussion
  3. Engineering
    - a. Water Treatment Plant and Well Project – Advertising and Bidding
- 7. City Council Reports**
- 8. Other Business**

**9. Upcoming Meetings & Events**

June 2, 2020 – Planning Commission Meeting

June 8, 2020 – City Council Meeting

June 16, 2020 – Park Commission Meeting

June 22, 2020 – City Council Meeting

**10. For Your Information**

**11. Adjournment**

MAYER CITY COUNCIL MEETING MINUTES – MAY 11, 2020

Call Regular meeting to order at 6:30 p.m. by Mayor Dodge

PRESENT: Mayor Dodge, Council Members Butterfield, McNeilly, and Stieve-McPadden

ABSENT: Council Member Boder

STAFF: City Administrator McCallum, City Engineer Martini, Deputy Clerk Gildemeister, and City Attorney Sullivan via conference call.

ALSO PRESENT: Don Wachholz, Angela McLaughlin, Todd Meyhoff, Andy Maetzold

The meeting was opened with the Pledge of Allegiance.

APPROVE AGENDA

A MOTION was made by Council Member McNeilly with a second by Council Member Butterfield to approve the agenda with one addition, discussion on reopening local businesses. Motion Carried 4/0

PUBLIC COMMENT

None

APPROVE CONSENT AGENDA

A MOTION was made by Council Member Stieve-McPadden with a second by Council Member McNeilly to approve the Consent Agenda as presented. Motion Carried 4/0.

1. Approve the Minutes of the April 27, 2020 Regular Council Meeting.
2. Approve the Minutes of the April 27, 2020 Council Workshop Meeting.
3. Approve Claims for the Month of June 2020. Check numbers 22975 to 22996. E-check numbers 5646 to 5664. Bank assigned check number 50137.
4. Acknowledge Building Permit Report for first quarter 2020.

CITY ADMINISTRATOR

1. **Approve Resolution 5-11-20-18 MnDOT 2020 Highway 25 Reconstruction Cooperative Agreement** – City Administrator presented the 2020 MnDOT Highway 25 Reconstruction Cooperative Agreement to Council bringing attention to changes in cost estimates to the City of Mayer. MnDOT has been planning for Highway 25 project within and between Watertown and Mayer for years. Within Mayer, MnDot will construct a sidewalk from 5<sup>th</sup> Street to 7<sup>th</sup> Street at the round a bout and upgrade downtown sidewalks to meet current American with Disability Standards (ADA). City Council planned to install a crosswalk at 4<sup>th</sup> Street and Highway 25 in cooperation with this project. City Engineer Martini stated that the unexpected costs are related to moving light poles to meet current ADA requirements and relocation of some utilities in the City Right of Way (ROW). These costs amount to approximately \$49,851.55. Council discussed the City’s shared costs associated with utility adjustments and the 4<sup>th</sup> Street Pedestrian Crosswalk Flasher System construction. MnDOT is asking the City to work cooperatively and provide payment to MnDOT for the City’s share of costs. A MOTION to Approve Resolution 5-11-20-18 MnDOT 2020 Highway 25 Reconstruction Cooperative Agreement No. 1036535 with the State of Minnesota, Department of Transportation with the installation of the 4<sup>th</sup> Street crosswalk was made by Council Member Stieve-McPadden and seconded by Council Member McNeilly. Motion carried 4/0.  
*Council directed Staff to provide detailed costs at a future Council Meeting.*
2. **Discussion on Miscellaneous Garbage Services-Waste Management Contract** – City Administrator asked for direction regarding services provided in the Garbage Services Proposal by Waste Management. Council discussed whether to provide a one day fall Leaf Clean Up Day or a spring Curbside Clean Up Day.

Council agreed that the curbside clean up service was more important to have than a fall leaf day clean up since the City has a compost site. A MOTION to include a one day spring Curbside Clean Up Day was made by Council Member McNeilly and seconded by Council Member Butterfield. Motion Carried 4/0.

3. **Approve Resolution 5-11-20-19 Liquor License Reimbursement** – A MOTION to Approve Resolution 5-18-20-19 Prorated Liquor License Reimbursement was made by Council Member Butterfield and seconded by Council Member Stieve-McPadden. Motion Carried 4/0.
4. **Discussion on 5<sup>th</sup> Street Lot Development Request** – City Administrator informed Council that the owners of a vacant parcel, at the end of 5<sup>th</sup> Street, are looking to sell the lot and are requesting the City pay to have the north half of the street extension paved, along with costs associated with gaining the necessary easements/right of way from Mayer Lutheran High School. City Engineer clarified the scope of work and identified potential issues. At the March meeting, Council approved that the City would pay to clean up documentation and processing of right of way, but the developer would have to pay to extend the road for access to the lot. City Engineer Martini stated that 5<sup>th</sup> Street is included in the 2021 Street Improvement Plan. Mr. Martini presented another option for Council to consider. He suggested the property owner build a twelve foot driveway off the property until the City completes the curb and gutter street improvements in 2021. The City could assess the property down the road.  
A MOTION to Approve the City of Mayer pay ½ costs to pave and extend north half of 5<sup>th</sup> Street to the vacant parcel was presented. No Motions were made. Motion failed.  
*Council directed Staff to contact the City Attorney and the City Planner.*

5. **Discussion on Reopening Local Businesses** – Council Member Butterfield stated that Winsted and Watertown have plans to pass a resolution and open their businesses. She asked Council to discuss what the City of Mayer plans to do. City Attorney Sullivan stepped in to advise Council of some legal implications for going against the Governors orders. Mr. Sullivan informed Council that the League urges cities to exercise restraint against adoption of resolutions or other actions that may expose the city and its officials to civil and/or criminal liability. A city does not have authority to change a state law or be less restrictive than state law. Council will want to consider all implications, including potential liability for damages and civil penalties, for decisions made regarding non-enforcement of executive orders. Minnesota Attorney General has communicated that he will enforce executive orders. Mr. Sullivan advised against passing a resolution.

Mayor Dodge asked if there are was an alternative type of resolution that would reduce or eliminate the above risks. City Attorney Sullivan recommended sending a letter to the Governor on behalf of its businesses and organizations, acknowledging the City’s support for local businesses while strongly encouraging the governor to lift or further relax restrictions. Mayor Dodge directed Staff to draft a letter to the Governor and schedule a Special Meeting to discuss further.

#### COUNCIL REPORTS

- Council Member McNeilly stated the Park Board had a virtual meeting and it went well.

#### ADJOURN

There being no further business, a MOTION was made by Council Member Boder and seconded by Council Member Stieve-McPadden to adjourn the meeting at 6:55 p.m. Motion Carried 5/0

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Mike Dodge, Mayor

Attest: \_\_\_\_\_  
Janell Gildemeister, Deputy Clerk MCMC

DRAFT

MAYER COUNCIL WORK SESSSION MEETING MINUTES – MAY 11, 2020

Call Work Session to order at 7:29 p.m. by Mayor Dodge.

PRESENT: Mayor Dodge, Council Members Butterfield, McNeilly, and Stieve-McPadden.

ABSENT: Council Member Boder

STAFF: City Administrator McCallum, Fire Chief Any Maetzold, and Deputy Clerk Gildemeister

PRESENT VIA PHONE: City Attorney Sullivan

ALSO PRESENT: Corey Brunton, Don Wachholz, Angela McLaughlin, Todd Meyhoff, Rod Maetzold

- 1. Discussion on Brunton Architects Contract for the Proposed Fire Station:** City Administrator opened discussion by providing Council with a brief history of the Fire Department’s research on the need for a new Fire Station. Council was provided with a copy of Brunton Architects Contract for architectural, structural, civil, mechanical, and electrical design services with respect to the proposed construction of a new Fire Station. Corey Bruton, Brunton Architects, stated he has been working with the Fire Department since 2017 is asking the City of Mayer pay for phase I, schematic work, he has completed which is about 25% of the estimated costs to complete the project. The cost of phase I is approximately \$63,000. Mayor Dodge voiced concerns with the lack of Council involvement and why this is the first time Council is seeing this Contract. He stressed that there needs to be better communication from the Fire Department. City Attorney Sullivan spoke and explained the typical process for a major project such as building a new Fire Station. He stated that a contract for services should have been submitted and approved by Council before any work has be done. He gave the analogy of putting the cart before the horse. Mr. Brunton stated that this contract was provided to Fire Chief Maetzold on December 23, 2019. Fire Chief Rod Maetzold stated he assumed the City Administrator receive a copy as well. Mr. Brunton stated he has put a lot of time into this project and is not out to gouge the City but feels he should be compensated for the services provided so far. City Attorney Sullivan informed Council that if they agree to move forward and approve the contract, phase I would be owed to Brunton Architects. Mr. Sullivan suggested some changes to the contract. Mr. Brunton stated he was ok with the changes.  
Council Members voiced their concerns about making major decision during the current pandemic environment. Council recognizes the need for a new Fire Station and stated they still want to move forward. Council suggested Fire Station Committee meet after the Governors new orders are delivered encouraged them to come up with creative ways to inform the residents about the project since the open houses had to be cancelled.

MEETING ADJOURNED

There being no further business, the work session was adjourned at 8:18 p.m.

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Mike Dodge, Mayor

Attest: \_\_\_\_\_  
Janell Gildemeister, Deputy Clerk MCMC

## MAYER SPECIAL CITY COUNCIL MEETING MINUTES – MAY 18, 2020

Call Work Session to order at 5:30 p.m. by Mayor Dodge.

PRESENT: Mayor Dodge, Council Members Boder, McNeilly, and Stieve-McPadden.

ABSENT: Council Member Butterfield

STAFF: City Administrator McCallum and Deputy Clerk Gildemeister

ALSO PRESENT: City Attorney Sullivan via video conference

### APPROVE AGENDA

A MOTION to approve agenda as presented was made by Council Member Boder and seconded by Council Member McNeilly. Motion carried 4/0.

### PUBLIC COMMENT

None

### CITY BUSINESS

1. **Approve Proclamation No. 2020-01 Declaration of the City Council Supporting Local Business and Urging Minnesota Governor Tim Walz to Expedite the Reopening of Minnesota's Economy in a Manner that Better Balances economic and Public Health Needs:** Council recognizes the economic impact on the local small business and places of worship related to the continued Stay At Home Order. The inability of these organizations to serve residents during the pandemic have caused hardship on leaders, owners, and the broader community. Council, with the guidance of City Attorney Sullivan, discussed the importance and basis for sending a proclamation to the Governor. "We as a City are listening and support everyone." The proclamation in one way the City can put their voice out there to the representatives on behalf of its businesses and organizations. A MOTION to approve Proclamation No. 2020-01 was made by Council Member McNeilly and seconded by Council Member Boder. Motion carried 4/0.
2. **Discussion on Preparedness Plan to Reopen:** City Administrator put together a plan to establish and explain policies, practices, and conditions necessary to meet the Center for Disease Control (CDC) and Minnesota Department of Health (MDH) guidelines for reopening. Governor Walz Executive Order 20-48 requires each business, in operation during the peacetime emergency, establish a COVID-19 Preparedness Plan. City Administrator asked Council for feedback. Council asked Staff to include Council and Commission in the plan as well as the Fire Department training. Council asked City Attorney Sullivan for feedback and he stated that all Cities are currently working on their plans and the presented preparedness plan follows the guidelines. He had a couple recommendation. Council agreed the presented plan was a good starting point and directed Staff to make some grammatical corrections and add recommendations before next Council Meeting.

### MEETING ADJOURNED

There being no further business, the work session was adjourned at 6:55 p.m.

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Mike Dodge, Mayor

Attest: \_\_\_\_\_  
Janell Gildemeister, Deputy Clerk MCMC

DRAFT

**ACCOUNTS PAYABLE LIST****MAY 11, 2020****Checks:22997 -23025, 5665E - 5672E**

22997	VISA	Public Works Supplies	\$809.15
22998	Kurita America Inc	Coagulant	\$1,083.86
22999	City of Lester Prairie	Biol solids Removal - WWTP	\$14,040.00
23000	Hach Company	WTP Chemicals	\$2,319.94
23001	Grainger	Brake Winch/Cable	\$204.40
23002	DPC Industries Inc	Chemicals	\$622.35
23003	Water Conservation Services Inc	Leaks Locates	\$411.22
23004	Landscape Structures	Delivery Charge for Playground Equipment	\$400.00
23005	VISA	Janell - Office Supplies	\$171.21
23006	AEM Financial Services	2019 Audit Services/Monthly Report	\$5,333.00
23007	Aquafix	Chemicals	\$1,118.58
23008	Boltens and Menk	Engineering Services, project reviews	\$14,557.25
23009	Daves Mulch Store	Playground Mulch	\$2,860.00
23010	Emergency Response Services	25 SCBA Flow Tests	\$1,733.52
23011	Erosion Products LLC	Fertilizer, Seed	\$292.00
23012	Greater MN Communications	May Utility Billing/Newsletter	\$980.39
23013	Jerrys Transmission Services	FD Misc Parts	\$167.36
23014	Lano Equipment	PW Misc Tools	\$356.80
23015	Lincoln National Life Insurance	Employee Life Insurance, LTD, STD	\$202.80
23016	Minnesota Dept of Health	Connection Fees	\$2,072.00
23017	MNGEEK	Fire Department - Ipads and Equipment	\$1,894.10
23018	Mobil - Exxon	Gas - Parks/PW	\$300.80
23019	Motorola Solutions Inc	Fire Department - Microphone	\$272.25
23020	Quality Flow Systems Inc	WWTP & LS Pump Replacement	\$2,165.00
23021	Ratwik Roszak and Maloney	City Attorney Fees	\$1,632.00
23022	Tom Goepfert	On Call Pay	\$100.00
23023	Utility Consultants Inc	Samples	\$1,150.15
23024	Wayne Snow	Refund Community Center Deposit	\$100.00
23025	Wm. Mueller and Sons Inc	Bituminous Patching	\$5,300.00
5665E	Misc	Utility Payment - Bounce Back	\$390.37
5666E	PERA	Employee Benefits	\$1,397.37

5667E	ADP LLC	Employee Taxes	\$2,928.81
5668E	Frontier	PW Internet	\$113.81
5669E	McCleod Coop Power Assn	City Sign	\$36.92
5670E	McCleod Coop Power Assn	Street Lights	\$689.17
5671E	MN Dept of Labor and Industry	1st Quarter 2020 - Permit Surcharge	\$1,585.89
5672E	Minnesota Dept of Revenue	1st Quarter 2020 - Sales and Use Tax	\$353.00
			<hr/>
			\$70,145.47













# Administrator's Report

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**COVID-19** – As part of reopening, the City has been instructed to create and implement a Preparedness Plan. It highlights the strategies that the City will put in place to protect staff and residents/visitors in public spaces and through interactions.

At the May 18, 2020, the City Council discussed additional COVID-19 response. The City Council passed a proclamation to send to the State of Minnesota Governor Tim Walz that proclaims the City's desire to reopen businesses.

**Compost Site** - Compost site is now open on Saturdays and Wednesdays.

**Blood Drive** – The City of Mayer allowed the Red Cross to use the Community Center on May 6, 2020 for a blood drive. It was very successful! I believe 80 preregistered donors made appointments. They did not do walk ins. They took temperatures at the door, had social distancing in place and everyone wore masks.

**Liquor License Reimbursement** – The City Council approved a prorated reimbursement of liquor license fees for establishments that have not been able to utilize their liquor license(s) during the Stay at Home Order.

**Code Enforcement/Newsletter** - A newsletter with summer code reminders was sent out to residents in their utility bills. Staff did drive through the City to look for code violations the week of May 11<sup>th</sup>. About 40 letters we sent out.

**2021 Police Contract – Webinar**- Last week I had a webinar with the Carver County Sheriff's Department and other Carver County City Administrators to discuss changes coming for 2021 and cost projections. This will come to Council soon as we start to get into budget planning season in the next coming months.

**Flags Ordered at Half Staff – 19<sup>th</sup> Day of Each Upcoming Month** - The Governor has issued an order that the flags will be hung at half-staff in the upcoming months on the 19<sup>th</sup>.

Let me know if you have any questions.

Sincerely, Maggie McCallum



**To:** Mayor and Council Members

**From:** Kyle Kuntz

**Re:** Public Works Activities from April 23<sup>th</sup> (2020) to May 21<sup>th</sup> (2020)

**Besides normal day-to-day operations the Mayer Public Works Department performed the following tasks:**

### **Parks**

Public works staff removed a quarter pipe from the Meadow Park skate park due to its poor and unsafe condition due to the elements and wear and tear. Staff looked around for new decking for the unit, but couldn't find anything due to the unit's age. Staff is working with a skate park company to come up with new equipment for the current space. This company is also working with city staff designing a second phase to the skate park for future expansion.

Public works staff started taking an inventory of trail repairs that are needed to be completed this year. A majority of the trails need sections dug out and repaved and seal coated.

### **Roads**

Contractor came to fix water main break areas and patch pothole areas that occurred over the winter season.

Public works staff took an inventory of street signs that need to be replaced. A majority of the city's road signs are cracked and weathered. Staff has ordered new road signs and stop signs. Staff will be installing the new signs later on this summer.

### **Water Treatment Plant**

Public works staff has talked with city engineer to discuss the well, water treatment plant, and water tower projects. The plans for the well and water treatment plant projects are currently in review with the MDH.

### **Wastewater Treatment Plant**

Contractor came to haul out biosolids. Each year over the past six years the city has needed to haul out more and more biosolids due to continued growth. The city's current digester is quickly becoming a bottleneck due to its small size. Expanding the digester size is a must within the next five years.

Public Works staff pumped down and cleaned out the Anoxic tank and Anaerobic tank. Staff used the bypass pump to pump the old sludge to the digester where it will be hauled out later this fall.

Staff replaced mounts and floats for the dissolved oxygen probes for Aeration basin #1 and #2. Staff also installed a new dissolved oxygen probe and SC200 controller for Aeration basin #2. Staff also installed covers on both SC200 controllers to protect them from the elements.

Staff assisted contractor with yearly pump inspections for all pumps and mixers at the wastewater treatment facility and sanitary lift stations. Contractor also installed new support mounts on force main pipe in sanitary lift station #1.

### **Equipment**

Staff assisted contractor with yearly generator maintenance for the generators at the Water Treatment Facility, Wastewater Treatment Facility, Old schoolhouse Lift Station, and Well #2

### **Creamery Site**

Public works staff removed the fencing from the city's property next to the creamery property. Staff also removed the fencing from the creamery property after permission was given to the city by the property owner. Public works staff removed the dead trees and stumps on the city portion of the property, and also hauled in clay, compost, and reseeded to make the area easier to maintain. Staff received many complements on how much the property esthetics improved.

### **COVID-19**

Public works staff is taking the necessary precautions needed to prevent the spread of the COVID-19 virus. Public works employees are distancing themselves from one another by taking separate vehicles a majority of the time, and by working at separate facilities as much as possible. Cleaning at all the facilities and vehicles has also been increased. At this time the public works department's primary focus is keeping the water and wastewater treatment facilities operating at their highest standard. As restrictions begin to ease public works staff will begin doing more park related projects.

Public works created an emergency response plan that highlights the public works department's primary focus.



Date: May 6, 2020

TO: MAYER CITY COUNCIL/CONTRACTING TOWNSHIPS  
 FROM: MAYER FIRE DEPARTMENT, ANDY MAETZOLD – FIRE CHIEF

SUBJECT: FIRE REPORT FOR MONTH ENDING – 04/30/20

**TOWNSHIP CALLS:**

<u>DATE</u>	<u>TIME</u>	<u>TWP</u>	<u>DESCRIPTION/ADDRESS</u>	<u>MAN HOURS</u>
4-5-20	1820	Camden	Mutual aid grain bin rescue / 10270 Sunset Rd	18
4-6-20	0801	Benton	Mutual aid structure fire / 11125 110 <sup>th</sup> St Cologne	23
4-11-20	1511	Young America	Mutual aid grass fire / 15558 114 <sup>th</sup> St NYA	54
4-19-20	0412	Watertown	Medical / 5655 Hwy 25	13

**CITY OF MAYER CALLS:**

<u>DATE</u>	<u>TIME</u>	<u>DESCRIPTION/ADDRESS</u>	<u>MAN HOURS</u>
4-3-20	1614	Smoke alarm / 1235 Meadow Parkway	13
4-12-20	1341	Medical / 2238 Coldwater Crossing	21
4-14-20	1849	Medical / 2319 Coldwater Crossing	19
4-16-20	1814	Medical / 201 Ash Ave S	15
4-29-20	2150	Medical / 1301 Drake Cove	15

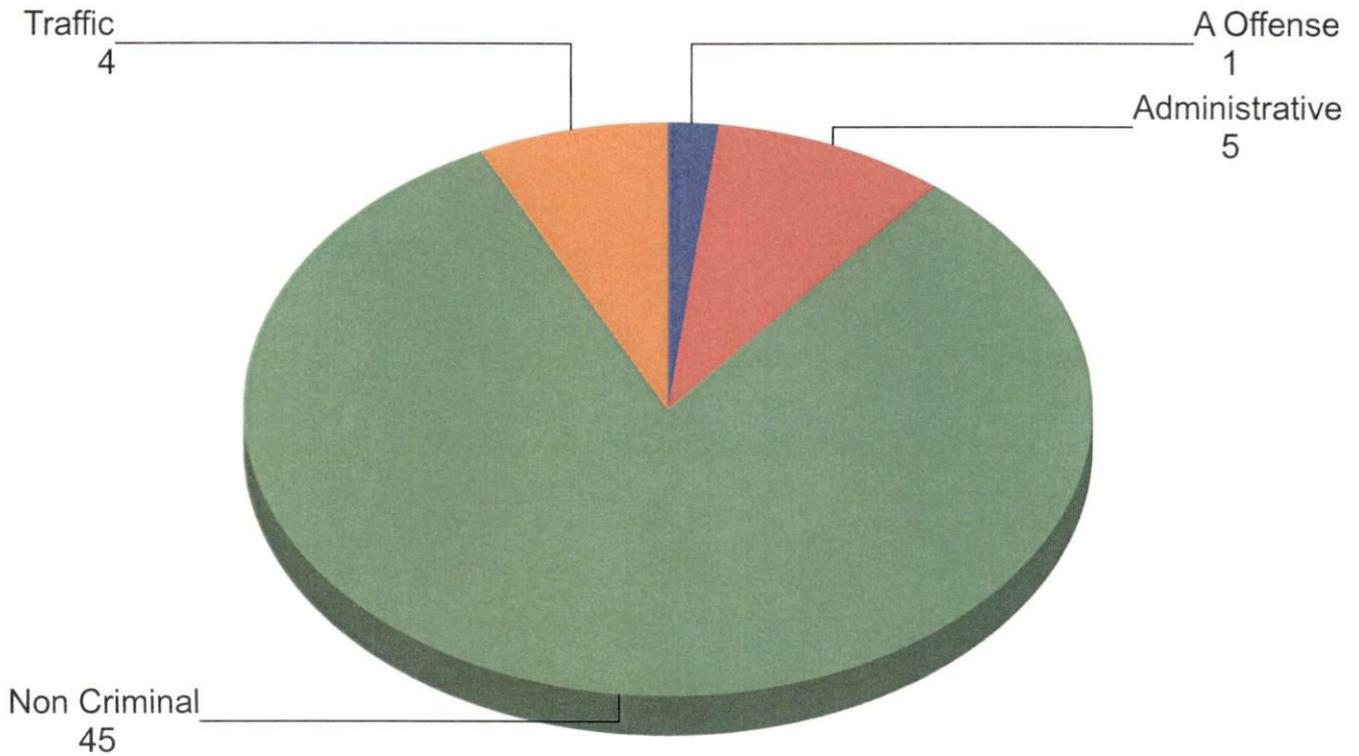
**FIRE DEPARTMENT TRAININGS/ACTIVITIES FOR MONTH ENDING 11/30/19**

4-6-20	Zoom Regular Business Meeting
4-6-20	Carver County Chiefs conference call – Chief 1
4-7-20	Group 1 truck checks
4-8-20	Group 2 truck checks
4-9-20	Group 4 truck checks
4-13-20	Group 3 truck checks
4-13-20	Carver County Chiefs conference call – Chief 1
4-13-20	Group training
4-13-20	City Council meeting – Chief 1
4-20-20	Carver County Chiefs conference call – Chief 1
4-23-20	MSFCA webinar meeting – Chief 1
4-27-20	City Council meeting – Chief 1
4-27-20	Officer Meeting - Zoom
4-29-20	MNFIRE Cancer awareness webinar – Chief 1



**Carver County Sheriff's Office**  
**Monthly Calls for Service**  
From: 04/01/2020 To: 04/30/2020

## Mayer City



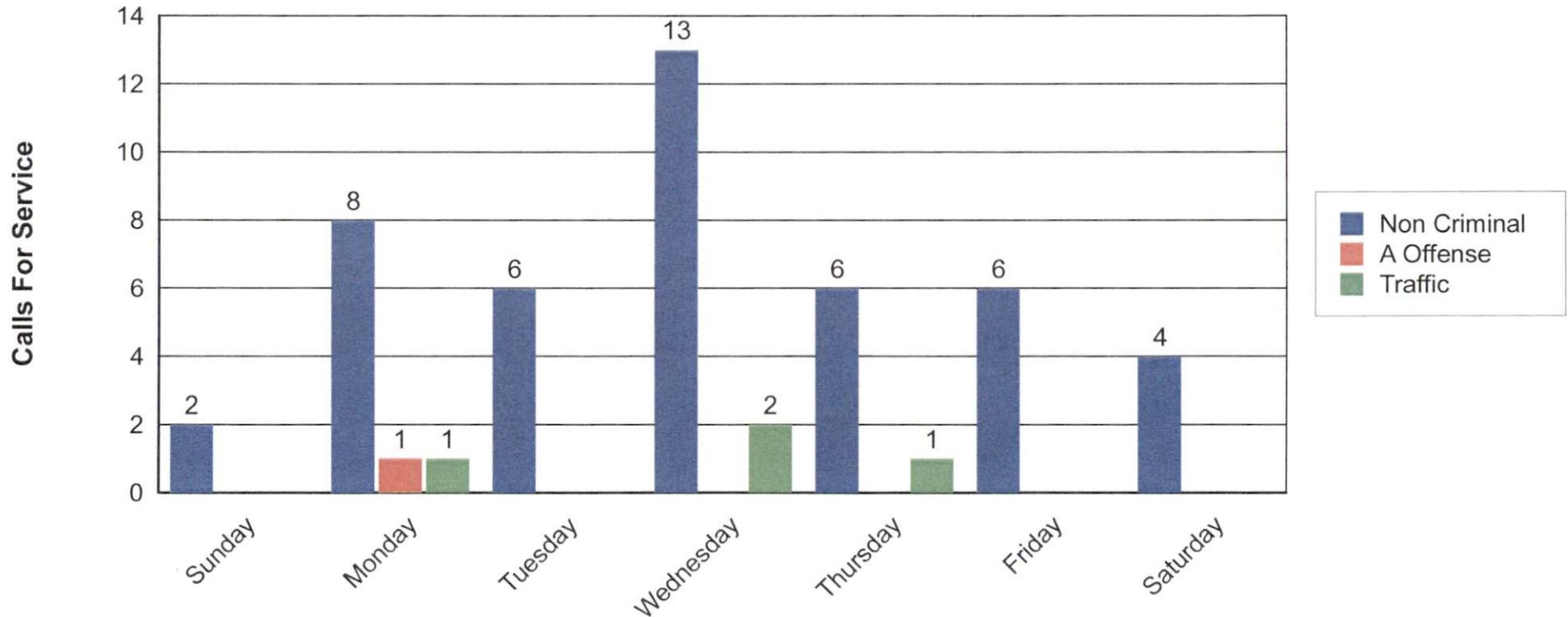
Total A Offense:	1
Total Non Criminal:	45
Total Traffic:	4
Total Administrative:	5

**Total Mayer City: 55**



**Carver County Sheriff's Office**  
**Day of Week Analysis of Calls for Service**  
**Patrol Activity**  
From: 04/01/2020 To: 04/30/2020

## Mayer City

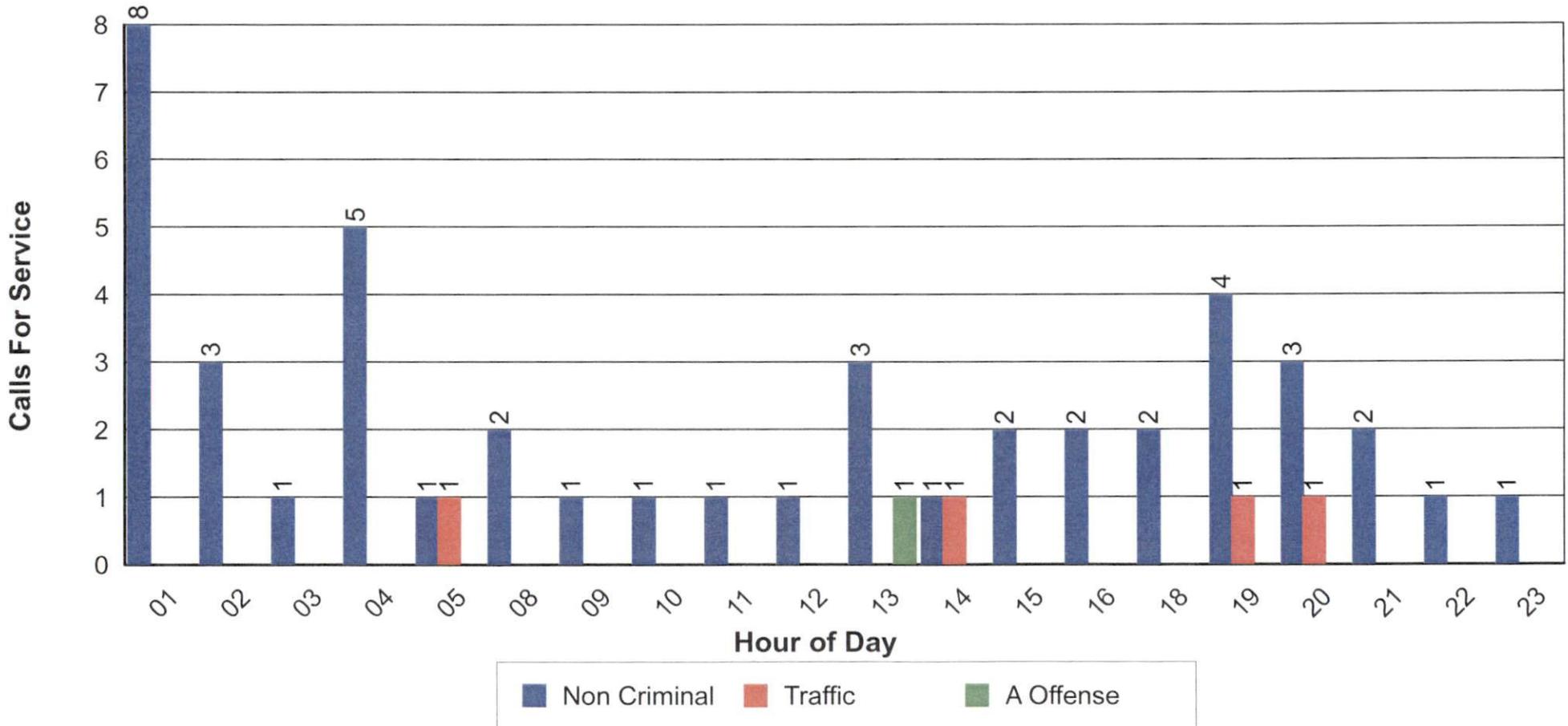


**Total Mayer City: 50**



Carver County Sheriff's Office  
Hour of Day Analysis of Calls for Service  
Patrol Activity  
From: 04/01/2020 To: 04/30/2020

## Mayer City



Total Mayer City: 50



**Carver County Sheriff's Office**  
**Monthly Calls for Service**  
**From: 04/01/2020 To: 04/30/2020**

## Mayer City

### Patrol

#### A Offense

Counterfeiting/Forgery 1

**Total A Offense: 1**

#### Non Criminal

Misc Non-criminal 7

Domestic 1

Abuse/Neglect (Info Only) 2

Animal 2

Medical 6

Fire Call 3

Warrant Service 1

Suspicious Activity 6

Open Door 16

Disturbance (Info Only) 1

**Total Non Criminal: 45**

#### Traffic

Traffic - Misc 3

Traffic Stop 1

**Total Traffic: 4**

**Total Patrol: 50**

### Administrative

#### Administrative

GunPermit-Acquire 4

GunPermit-CarryNew 1

**Total Administrative: 5**

**Total Administrative: 5**

**Total Mayer City: 55**



**Carver County Sheriff's Office  
Verbal Warnings  
From: 04/01/2020 to 04/30/2020**

**Mayer City**

Traffic Stop:	1
Grand Total Verbal Warnings:	1

**Activity Code** NIBRS - Activity Codes

Activity Code	Descriptor	
<b>GROUP A</b>		
AC	Animal Cruelty	Abuse or neglect of animal
AR	Arson	Intentionally destroy property by fire
A	Assault	Altercation between parties where physical harm occurred
AA	Aggravated Assault	Assault where substantial injury is caused or weapon used
BB	Bribery	Offering, giving, receive anything of value to sway judgement
B	Burglary	Unlawful entry into a structure to commit a crime
CF	Counterfeiting/Forgery	Alter, copy, imitation, passing a copy as an original
P	Property Damage	All damage to property
D	Drugs	All drug violations, possession of, sale of, manufacture of
EM	Embezzlement	Misappropriation of money, property entrusted to person
EX	Extortion/Blackmail	Unlawful obtain money, property by use or threat of force
U	Fraud	Intentional perversion of truth to obtain money or property
G	Gambling	Unlawful operate, promote or assist in operation of gambling
H	Homicide	Intentional taking of a persons life
HT	Human Trafficking	Induce a person to perform sex act or labor via force, fraud or coercion
K	Kidnapping	Unlawful seizure, transport or detain person against their will
T	Theft/larceny	Taking of property, stealing
V	Motor Vehicle Theft	Theft of a motorized vehicle
PO	Pornography	Manufacture, publish, sell, buy, possess sexually explicit material
PR	Prostitution	Unlawfully engage in or promote sexual activity for anything of value
R	Robbery	Taking of property by use of force
S	Sex Offenses	Forcible sexual assault
SN	Sex Offenses, Nonforcible	Nonforcible sexual intercourse (incest, statutory rape)
SP	Stolen Prop Offenses	Receive, buy, sell, possess, conceal, transport known stolen property
W	Weapons	Violation of manufacture, sale purchase, transport use firearm

**GROUP B**

BC	Bad Checks	Intentional issuance of check against insufficient or nonexistent funds
CL *	Curfew/Loitering	Curfew violation/ person remain in area w/o visible means of support
DP *	Disorderly Conduct	Behavior tends to disturb public peace/shock public sense of morality
J	Driving Under Influence	Traffic stop or accident involving drive under influence
DR *	Drunkness	Drink alcohol to extent substantial impairs mental and physical function
FO	Family Offense, Non violent	Unviolent acts by family member against another family member
LV	Liquor Law Viol	Illegal consumption, sale, possession of liquor
PT *	Peeping Tom	Secretly look in windows, doorway, keyhole for purpose of voyeurism
RU	Runaway	Juvenile runaway
TR *	Trepassing	Unlawfully enter land, dwelling or other real property
M	All Other Offenses	OFP/Danco violation, Traffic - Hit & run accident
		All other offense not included in other A & B classifications
O *	Ordinances	Laws/rules created by county or cities.
*		Use only when Enforcement used (citation or arrest)

**Activity Codes**  
**Non-criminal, Traffic and Administrative**

<b>NON CRIMINAL</b>		
<b>Code</b>	<b>Description</b>	
1	Misc. NonCriminal	Gen law enforcement questions: citizen assists, lost and found property civil disputes, juvenile disciplinary issues, etc
2	Unlock Veh/Bldg	Unlock doors of automobile, residence or business for owners
3	Alarm	Checking on an alarm at a private residence or business
4	Domestic	Verbal argument between parties. Must have relationship. No charges
5	Missing Person	Missing / Lost person (not runaway)
6	Abuse/Neglect - Info only	Abuse or neglect of children or adults
9	Animal	Animal bites, stray animals. All calls involving animals
10	Medical	Assist persons with medical issues, natural cause deaths
11	House/Business Check	Check on residences or business when owners are away from property
12	Assist other Agency	Assist other law enforcement, state patrol, govt depts, EMT or medical
13	Fire Call	Fires and assist to fire departments
15	Mental Health	Suicides, 72 hr holds for mental health issues
16	Civil Process	Service of civil papers. Assist with civil standby situations
17	Transport	Trtransport persons for various reasons.
19	Warrant Service	Service of warrant for Carver County and other counties.
20	Boat & Water	All incidents involving boats, watercraft and/or lakes
21	Snowmobile	All incidents involving snowmobiles
22	ATV	All incidents involving ATV
30	Suspicious Activity	Suspicious persons, acts or vehicles. Accidental 911 calls
31	Open Door	Located an open door to a business or residence
34	Drug - Info Only	Drug information only
35	Disturbance - Info Only	Noise complaint, disturbing peace
60	Child Custody Dispute	Incidents involving dispute over child custody

<b>TRAFFIC RELATED</b>		
<b>Code</b>	<b>Description</b>	
8	Traffic - Misc	Misc. traffic issues, stalled vehicle, debris on roadway, traffic control, veh in ditch, assists, all parking issues
38	Traffic - Stops	All traffic stops initiated by officers
50	Auto Accd - Prop Damage	Auto accident in which only property damage occurred
51	Auto Accd - MV vs deer	Auto accident involving a motor vehicle and deer
52	Auto Accd - Injury	Auto accident in which injury and property damage occurred
54	Auto Accd - Fatality	Auto accident in which a fatality occurred
80	Driving Complaint	Complaints of bad driving behavior.

**ADMINISTRATIVE**

Code	Description	
0	Call Error	Calls for service created in error
18	Warrant Issued	Warrant issued by Carver County Court Administration
23	Explosive/Firearm Dealer	Application for a permit for explosives or firearms dealer license.
24	Gun Permit - Acquire	Application for a permit to purchase a handgun.
25	Gun Permit -Carry (new)	Application for a permit to carry a handgun.
26	Gun Permit - Transfer	Application for the transfer of a reg. gun from one individual to another.
28	Gun Permit - Carry (renewa	Application to renew a permit to carry a handgun.
32	Gun Permit - Carry Late Re	Application to renew a permit to carry a handgun after 90 day expiration
37	Rec Ck - Immigration	Records check for updating immgration status
39	Rec Ck - Gambling Permit	Records check for gambling permit
40	Rec Ck - Citizen Academy	Records check for citizens academy
41	Rec Ck - Adoption	Records check for adoption
42	Rec Ck - Carver Cty Employ	Records check for Carver County employment
43	Rec Ck - SO Employ	Records check for Carver County Sheriff's Office employment
44	Rec Ck - SO Volunteer	Records check for Carver County Sheriff's Office Volunteer
45	Rec Ck - DHS	Records check for Dept of Human Services
46	Rec Ck - Name Change	Records check for Name change purposed
47	Rec Ck - Other Employ	Records check for other employment
48	Rec Ck - Individual	Records check for an individual
49	Rec Ck - Military	Records check for the military
61	License - Day Care	Records check for a day care license
62	License - Foster Care	Records check for a foster care license
63	License - Liquor	Records check for a liquor license
64	License - Massage Parlor	Records check for a massage parlor license
65	License - Fireworks	Records check for fireworks permit
66	License - Peddler	Records check for peddlers license
999	Sealed	Records are sealed by Court Order



**BOLTON  
& MENK**

Real People. Real Solutions.

2638 Shadow Lane  
Suite 200  
Chaska, MN 55318-1172

Ph: (952) 448-8838  
Fax: (952) 448-8805  
Bolton-Menk.com

## MEMORANDUM

**Date:** May 21, 2020  
**To:** Mayer City Council  
**From:** David Martini  
**Subject:** Projects in Progress

For your convenience, the following is a summary of the projects Bolton & Menk worked on during the April billing period:

### **Miscellaneous Engineering**

Miscellaneous engineering included the following:

- Attendance at the March 23<sup>rd</sup> and April 13<sup>th</sup> Council Meetings.
- Correspondence with Met Council regarding future WWTP funding.

5.5 hours of time was provided at the City's reduced hourly rate and the Council meeting was attended at **no charge**, which resulted in a savings to the City of **\$914**.

### **Comprehensive Plan Support**

During the billing period, time was spent on the storm water management plan.

### **Development Review (Pass Thru)**

During the billing period, time was spent continuing to review issues related to developing the vacant lot at the end of 5<sup>th</sup> Street, including extending the road and gaining right of way on the north side of the road.

### **2020 Street Improvements**

During the billing period, time was spent on pre-construction coordination. The project is currently set to begin in July.

### **Sprint Upgrades**

During the billing period, time was spent on observing a temporary pole installation and equipment removal.

### **TH 25 Coordination**

During the billing period, time was spent finalizing plan comments and reviewing the Limited Use Agreement.

### **2020 Pond Assessments**

During the billing period, time was spent completing field reviews and creating an inventory of City owned and maintained ponds.



## Request for Council Action Memorandum

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Item: Extension of State of Emergency to coincide with the State of Minnesota

Meeting Date: May 26, 2020

Presented By: Margaret McCallum, City Administrator

### **Recommendations/Council Action/Motion Requested:**

To approve the extension of the City's State of Emergency to continue to coincide with the State of Minnesota's Peacetime Emergency.

### **Details:**

On March 19, 2020, Mayor Dodge declared a State of Peacetime Emergency for the City of Mayer related to the COVID-19 Health Pandemic. At the March 19, 2020 Special Council meeting, the Council approved by resolution extending the State of Emergency to April 30, 2020.

Globally, Nationally, and locally declarations and orders have been given.

On March 13, 2020 Minnesota Governor, Tim Walz issued a statewide Executive Order declaring a Peacetime State of Emergency until April 10, 2020.

On April 8, 2020, Governor Walz extended the Order to May 4, 2020.

On May 13, 2020, Governor Walz extended the Peacetime Emergency until May 13, 2020.

On May 13, 2020, Governor Walz extended the Peacetime Emergency until on or before June 12, 2020.

According to research, this order will continue to promote and protect the health, safety and welfare of the citizens of Minnesota by slowing down the spread of COVID-19.

The City of Mayer is looking to remain consistent with statewide directives and therefore is seeking to extend the City State of Peacetime Emergency to be consistent with the State of Minnesota which is to be on or before June 12, 2020.

### **Attachments:**

Executive Order 20-53 from State of Minnesota.

# STATE OF MINNESOTA

## Executive Department



## Governor Tim Walz

### Emergency Executive Order 20-53

#### Extending the COVID-19 Peacetime Emergency Declared in Executive Order 20-01

**I, Tim Walz, Governor of the State of Minnesota**, by the authority vested in me by the Constitution and applicable statutes, issue the following Executive Order:

The COVID-19 pandemic continues to present an unprecedented and rapidly evolving challenge to our State. Since the World Health Organization characterized the COVID-19 outbreak as a pandemic on March 11, 2020, confirmed cases of COVID-19 in Minnesota have rapidly increased. On March 15, 2020, Minnesota detected the first confirmed cases caused by “community spread”—infections not epidemiologically linked to overseas travel. By March 17, 2020, all fifty states had reported a confirmed case of COVID-19, and on March 21, 2020, the Minnesota Department of Health announced the first confirmed fatality due to COVID-19 in Minnesota.

The President declared a national emergency related to COVID-19 on March 13, 2020. Since then, and for the first time in history, the President has approved major disaster declarations for all fifty states and the District of Columbia. Along with these federal actions and the actions of states across the nation, Minnesota has taken extraordinary steps to prevent and respond to the COVID-19 pandemic. On March 13, 2020, I issued Executive Order 20-01 and declared a peacetime emergency under Minnesota Statutes 2019, section 12.31, subdivision 2. On March 16, 2020, the Executive Council approved the extension of the peacetime emergency. On April 13, 2020, after notifying the Legislature, I issued Executive Order 20-35, extending the peacetime emergency declared in Executive Order 20-01. In this Executive Order, the peacetime emergency declared in Executive Order 20-01 and extended in Executive Order 20-35 is referred to as the “COVID-19 Peacetime Emergency.”

In the past month, the COVID-19 pandemic’s impact has only intensified in Minnesota. On April 12, 2020, Minnesota had 1,650 confirmed COVID-19 cases, with 361 hospitalizations and 70 fatalities. As of May 12, 2020, Minnesota has had over 12,000 confirmed COVID-19 cases, with over 1,700 hospitalizations and over 600 fatalities. We have continued to learn more about COVID-19’s propensity to spread rapidly throughout our communities. Nobles County, for example, quickly went from having very few COVID-19 case to becoming a significant hotspot.

In addition, the spread of COVID-19 has now been confirmed in all but three of Minnesota's 87 counties. COVID-19 is also now present in over 170 long-term care facilities across the State. As a result, COVID-19 continues to place some of Minnesota's most vulnerable residents at risk.

During the COVID-19 Peacetime Emergency, I have exercised executive authority through more than fifty Executive Orders to provide relief and further prepare our State for the COVID-19 pandemic. Such actions have included the closure of schools and implementation of a distance learning period; enhanced protections for veterans in our veterans homes; activation of the National Guard to assist in relief efforts; measures to preserve personal protective equipment; temporary closure of bars, restaurants, and other places of public accommodation; efforts to provide economic relief and stability to those impacted by the pandemic; regulatory changes allowing our state agencies and licensing boards to ensure fast relief to Minnesotans; and orders asking Minnesotans to stay at home to slow the spread of the virus. Our actions have saved lives, but the threat remains, and our work must continue.

In Minnesota Statutes 2019, section 12.31, subdivision 2(a), the Minnesota Legislature authorized the Governor to declare a peacetime emergency when an act of nature endangers life and property and local government resources are inadequate to handle the situation. With the approval of the Executive Council, a peacetime emergency may continue for up to 30 days. Minnesota Statutes 2019, section 12.31, subdivision 2(b), provides the mechanism for the Governor to extend a peacetime emergency beyond 30 days. If the Governor determines a need to extend a peacetime emergency declaration beyond 30 days, and the Legislature is not already sitting in session, the Governor must issue a call immediately convening both houses of the Legislature. When, as is currently the case, the Legislature is sitting in session, there is no need for the Governor to issue a call to convene the Legislature. The Legislature may terminate a peacetime emergency extending beyond 30 days by a majority vote of each house.

Minnesota law does not clearly impose additional requirements for an extension of a peacetime emergency beyond the initial 30 days. Given the importance of this decision, however, I concluded last month that the prudent course was to limit subsequent extensions to 30-day increments and seek the Executive Council's review and approval of such extensions. I will continue that course today.

For these reasons, I order as follows:

1. I have determined that the COVID-19 pandemic, an act of nature, continues to endanger life and property in Minnesota, and local resources are inadequate to address the threat. The COVID-19 Peacetime Emergency must therefore continue.
2. The peacetime emergency declared in the COVID-19 Peacetime Emergency is extended through June 12, 2020, until this Executive Order is rescinded by proper authority, or until it is terminated by a majority vote of each house of the Legislature pursuant to Minnesota Statutes 2019, section 12.31, subdivision 2(b), whichever occurs earlier.

3. Because the Legislature is currently sitting in regular session, there is no need to call a special session of the Legislature under Minnesota Statutes 2019, section 12.31, subdivision 2(b).
4. The COVID-19 Peacetime Emergency may be further extended by an executive order on or before June 12, 2020.

Pursuant to Minnesota Statutes 2019, section 4.035, subdivision 2, and section 12.32, this Executive Order is effective immediately.

A determination that any provision of this Executive Order is invalid will not affect the enforceability of any other provision of this Executive Order. Rather, the invalid provision will be modified to the extent necessary so that it is enforceable.

Signed on May 13, 2020.



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**Tim Walz**  
Governor

Filed According to Law:



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**Steve Simon**  
Secretary of State

Approved by the Executive Council on May 13, 2020:



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**Alice Roberts-Davis**  
Secretary, Executive Council

Filed May 13, 2020  
Office of the Minnesota  
Secretary of State,  
Steve Simon

RESOLUTION

RESOLVED, by the Executive Council of the State of Minnesota, at its emergency meeting on May 13, 2020, that it approves Emergency Executive Order 20-53 pursuant to Minnesota Statutes 12.31 and 12.32.

Extending the COVID-19 Peacetime Emergency Declared in Executive Order 20-01.

Approved by Executive Council

DATE: May 13, 2020

BY: *A Roberts Davis*

Filed May 13, 2020  
Office of Minnesota  
Secretary of State  
Steve Simon



## City Council Workshop Memorandum

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Item: Contract Agreement – Brunton Architects

Meeting Date: May 26, 2020

Presented By: Margaret McCallum, City Administrator

### **Recommendations/Council Action/Motion Requested:**

To discuss the proposed contract between the City of Mayer and Brunton Architects for architectural, structural, civil, mechanical, and electrical design services with respect to the proposed construction of a new Mayer Fire Station.

### **Background:**

The City of Mayer Fire Department has been researching the need for a new Fire Station for several years.

The Mayer Fire Department was established in 1900 and had a long history within the community and surrounding townships. The Department provides services to the City of Mayer (about 2,100 residents) and the four surrounding townships: Camden, Hollywood, Waconia, and Watertown.

### ***Existing Fire Station***

The existing station is a 5,394 square foot concrete block building built in 1972. The current station is located at 400 Ash Avenue North.

Research and analysis of the current building shows that there is no ability for expansion ability due to land constraints. The City would have to try and purchase existing land as a possible option.

There have been expansions and remodeling on the building in the past including new apparatus bays, heating system, painting and new roof and siding.

Studies by Brunton Architects and by the League of Minnesota Cities have outlined concerns regarding the current fire station. The existing station is lacking adequate space and up-to-date ventilation mechanisms.

### ***Potential New Fire Station***

The City did a location feasibility study in 2016 to determine the most ideal location. After review of three sites within the City of Mayer, the study recommended that 409 Shimmcor Street would be the best location for the new station.

The proposed building would be a 12,560 square foot precast concrete building (main floor) with a 1,700 square foot mezzanine. It would include nine (9) apparatus bays, a training room, three (3) offices, a kitchen, restrooms, ADA Accessibility, ample parking and other support spaces, including a storage mezzanine that also services to access the host tower functions of the building.

### ***New Fire Station Project Cost***

The project is projected to cost \$3,148,210 for building construction. This does not include the inside amenities such as exercise equipment, electronics, tables, chairs, etc.

Technology and equipment from the current station that is in good working order would be transferred to the new Fire Station. The price for some new equipment is included under the contingencies and equipment section. The Fire Department has also considered utilizing fundraisers for equipment that would need to be purchased new or replaced.

### ***Loan and Financing Options***

There are several options for financing the new fire station.

#### *General Obligation Bonds (G.O. Bonds) –*

These are the most common types of bonds issued by cities and are defined as “obligations which pledge the full faith and credit of the municipality to their payment”. This means the issuing city must use any assets it owns to pay the bonds. This bond is the most secure – the type most likely to be repaid in full- and therefore carries the lowest interest rates. Therefore, general obligation bonds are usually the most inexpensive method for cities to finance their capital needs.

There are several options for financing the new fire station. All financial options are regulated by the State of Minnesota. In order for the City to issue debt, the City must comply with the State laws.

Cities typically do not have enough cash on hand to pay for large capital expenditures. Once plans and a project budget has been prepared, debt service estimates can be prepared for possible financing option.

Options include: Referendum G.O. Bonds, Capital Improvement Plan G.O. Bonds, EDA Lease Revenue Bonds and City Lease Agreement.

The referendum G.O. Bond option would be the option if the Council were to decide to call for an election to determine if bonds should be issued for the project.

Capital Improvement Bonds require that the City have a capital plan approved and a public hearing must be held regarding both the plan and issuance of bonds.

At the April 27, 2020 City Council meeting, the City Council voted to proceed with the CIP Bond Process.

**CONTRACT:**

The contract includes provisions for professional design services required to design a precast concrete Fire Station of approximately 12,560 square feet.

Services under this contract include Architectural, Structural, Civil, Mechanical and Electrical design.

Given the City’s chosen funding course, compensation to Brunton would be on a percentage basis at 8% of the Cost of Work.

If the City ultimately chooses to utilize the USDA Community Facility Program and fund a portion of that program through that program, the proposed contract with Brunton provides that the Architect shall be reimbursed an additional 1% design fee to cover additional labor for the administration of the project.

The architect is proposing compensation for each of the following phases of work:

Schematic Design Phase	25%
Design Development Phase	20%
Construction Documents Phase	45%
Bidding & Negotiation/Construction Phase	10%
Total Basic Compensation	100%

At this point in time, Brunton has indicated that the Schematic Design Phase for the Fire Station has been completed. As such, upon execution of the agreement the City would be required to pay 25% for the cost of work completed. Brunton has submitted an invoice totaling \$63,171.00 for this work, but this figure represents the 9% cost of work estimate and assumes the City will utilize the USDA Community Facility Program. In the event the City approves the proposed contract, the City Administrator will request an amended invoice to reflect the City’s chosen non-USDA Community Facility Program funding source.

**CITY ATTORNEY REVIEW AND NEGOTIATION OF PROPOSED CONTRACT:**

The City Attorney has reviewed the proposed contract and has negotiated a number of changes to the agreement with Brunton. These changes include, but are not limited to, reducing the rate charged by Brunton in the event the City does not utilize the USDA Community Facility Program, increasing the

amount of insurance coverage to be provided by Brunton, adding language pertaining to the Architect's obligations under the Minnesota Government Data Practices Act, reducing certain costs to include a cap and to ensure the City only pays the actual costs associated with items such as postage, copies, etc., bolstering the defense and indemnification language contained in the contract, and increasing certain duration clauses to address potential delays in the project associated with the COVID-19 pandemic.

The City Council should be aware that accepting and executing this contract will result in the City having to pay for the Schematic Design Phase of the contract immediately, as Brunton has indicated this portion of the work is complete. These funds would need to be paid to Brunton, regardless of whether the project continues. Accepting and executing this contract would also authorize Brunton to proceed working on the next phase of the project.

Based upon the City Attorney's review of comparable projects, the rates charged by Brunton appear to be within the market assuming the City does not utilize the USDA Community Facility Program, which would result in another 1% payment to Brunton.

**Attachments:**

Contract Between City of Mayer and Brunton Architects & Engineers.

Proposal from Brunton Architects and Engineers.

 **AIA<sup>®</sup> Document B104<sup>™</sup> – 2017****Standard Abbreviated Form of Agreement Between Owner and Architect**

**AGREEMENT** made as of the Twenty-third day of December in the year Two Thousand Nineteen

*(In words, indicate day, month and year.)*

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

City of Mayer  
400 Ash Ave N.  
Mayer, MN 55360

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

Brunton Architects & Engineers  
225 Belgrade Avenue  
North Mankato, MN 56003

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

City of Mayer  
Mayer Fire Station

The Owner and Architect agree as follows:

This contract includes provisions for professional design services required to design a precast concrete Fire Station to be located in Mayer, Minnesota of approximately 12,560 square feet. The building design includes nine apparatus bays, three offices, hose tower, fitness room, training room, kitchen, restrooms, and a 1,700 sf storage mezzanine that also services to access the hose tower functions of the building.

Services under this contract include Architectural, Structural, Civil, Mechanical, and Electrical design services as indicated in this document.

**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.

Init.

## TABLE OF ARTICLES

1	INITIAL INFORMATION
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13	SCOPE OF THE AGREEMENT

### ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth below:

*(State below details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, and other information relevant to the Project.)*

Design of a new Fire Station for the City of Mayer, MN.

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, 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. 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.

## ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services set forth in this Agreement 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.

§ 2.2 The Architect shall maintain the following insurance until termination of this Agreement.  
*(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)*

**.1 General Liability**

General Liability with policy limits of not less than Two Million Dollars and no cents (\$2,000,000.00) for each occurrence and Two Million Dollars and no cents (\$2,000,000.00) in the aggregate for bodily injury and property damage. The City must be named as an additional insured.

**.2 Automobile Liability**

Policy limits of not less than One Million Dollars and no cents (\$1,000,000.00) per claim and One Million Dollars and no cents (\$1,000,000.00) in the aggregate for bodily injury and property damage along with any statutorily required coverage. This shall include coverage for owned, hired, and non-owned automobiles.

**.3 Workers' Compensation**

Statutory limits and Employers Liability with policy limits of not less than Five Hundred Thousand Dollars and no cents (\$500,000.00).

**.4 Professional Liability**

Professional liability covering negligent acts, errors and omissions in the performance of professional services with the policy limits of not less than Two Million Dollars and no cents (\$2,000,000.00).

## 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 coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on (1) the accuracy and completeness of the services and information furnished by the Owner and (2) the Owner's approvals. 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.

§ 3.1.2 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. 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.

§ 3.1.3 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 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 discuss with the Owner the Owner's program, schedule, budget for the Cost of the Work, Project site, and alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the Project requirements.

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

§ 3.2.4 Based on the Project requirements, the Architect shall prepare Design Documents for the Owner's approval consisting of drawings and other documents appropriate for the Project and the Architect shall prepare and submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.5 The Architect shall submit the Design Documents to the Owner, and request the Owner's approval.

### § 3.3 Construction Documents Phase Services

§ 3.3.1 Based on the Owner's approval of the Design Documents, the Architect shall prepare for the Owner's approval Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct 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 3.4.4.

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

§ 3.3.3 The Architect shall submit the Construction Documents to the Owner, update the estimate for the Cost of the Work and 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.

§ 3.3.4 The Architect, following the Owner's approval of the Construction Documents and of the latest estimate of the Cost of the Work, shall assist the Owner in obtaining bids or proposals and awarding and preparing contracts for construction.

### § 3.4 Construction Phase Services

#### § 3.4.1 General

§ 3.4.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A104™-2017, Standard Abbreviated Form of Agreement Between Owner and Contractor. If the Owner and Contractor modify AIA Document A104-2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.4.1.2 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.

§ 3.4.1.3 Subject to Section 4.2, 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.

#### § 3.4.2 Evaluations of the Work

§ 3.4.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.2, 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.

§ 3.4.2.2 The Architect shall reject Work that does not conform to the Contract Documents unless otherwise approved in writing by the Owner and has the authority to require inspection or testing of the Work.

§ 3.4.2.3 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.

§ 3.4.2.4 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.

§ 3.4.2.5 The Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

### § 3.4.3 Certificates for Payment to Contractor

§ 3.4.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.4.2 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.

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

### § 3.4.4 Submittals

§ 3.4.4.1 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 any construction means, methods, techniques, sequences or procedures.

§ 3.4.4.2 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 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.

§ 3.4.4.3 The Architect shall review and respond to written requests for information about the Contract Documents. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness.

#### § 3.4.5 Changes in the Work

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

#### § 3.4.6 Project Completion

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

### ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services are not included in Basic Services but may be required for the Project. The Architect shall provide the Supplemental Services indicated below, and the Owner shall compensate the Architect as provided in Section 11.2. Supplemental Services may include programming, site evaluation and planning, environmental studies, civil engineering, landscape design, telecommunications/data, security, measured drawings of existing conditions, coordination of separate contractors or independent consultants, detailed cost estimates, on-site project representation beyond requirements of Section 4.2.2, value analysis, interior architectural design, tenant related services, preparation of record drawings, commissioning, sustainable project services, and any other services not otherwise included in this Agreement. *(Identify below the Supplemental Services that the Architect is required to provide and insert a description of each Supplemental Service, if not further described in an exhibit attached to this document.)*

Exhibit A rates are valid within eighteen (18) months of the date of this agreement.

§ 4.2 The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Upon recognizing the need to perform Additional Services, the Architect shall notify the Owner. The Architect shall not provide the Additional Services until the Architect receives the Owner's written authorization. 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.

§ 4.2.1 The Architect shall provide services necessitated by a change in the Initial Information, changes in 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 as an Additional Service.

§ 4.2.2 The Architect has included in Basic Services Twelve ( 12 ) visits to the site by the Architect during construction. The Architect shall conduct site visits in excess of that amount as an Additional Service.

§ 4.2.3 The Architect shall, as an Additional Service, provide services made necessary by a Contractor's proposed change in the Work. The Architect shall prepare revisions to the Architect's Instruments of Service necessitated by Change Orders and Construction Change Directives as an Additional Service.

§ 4.2.4 If the services covered by this Agreement have not been completed within twenty-four ( 24 ) 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 furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project; a written legal description of the site; and services of geotechnical engineers or other consultants, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project.

§ 5.4 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 require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.5 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.

§ 5.6 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.

§ 5.7 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.

§ 5.8 The Owner shall endeavor to communicate with the Contractor through the Architect about matters arising out of or relating to the Contract Documents.

§ 5.9 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.

§ 5.10 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.

## 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, as a Supplemental Service.

**§ 6.4** If, through no fault of the Architect, construction procurement activities have 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 at any time 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 current 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 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 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 when 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.

§ 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. 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 A104-2017, Standard Abbreviated Form of Agreement Between Owner and Contractor. 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 duty to indemnify the Owner under this provision shall be limited to the available proceeds of insurance coverage.**

### § 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. 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.

*(Paragraph deleted)*

§ 8.2.3 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.

Init.

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

*(Paragraphs deleted)*

#### **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 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due.

*(Paragraphs deleted)*

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

#### **ARTICLE 10 MISCELLANEOUS PROVISIONS**

§ 10.1 This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota. In the event of litigation, the exclusive venue shall be in the District Court for the State of Minnesota for Carver County.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A104–2017, Standard Abbreviated Form of Agreement Between Owner and Contractor.

§ 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 or consents, the proposed language of such certificates or consents shall be submitted to the Architect for review at least 14 days prior to the requested dates of 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 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. However, the Architect's materials shall not include information the Owner has identified in writing as 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 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.

§ 10.9 The Architect must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to (1) all data provided by the City pursuant to this Agreement, and (2) all data created, collected, stored, used, maintained, or disseminated by the Architect pursuant to this Agreement. The Architect is subject to all of the provisions of the Minnesota Government Data Practices Act, including, but not limited to the civil remedies of Minnesota Statutes Section 13.08, as if it were a government entity. In the event the Architect receives a request to release data, the Architect must immediately notify the Owner. The Owner will give the Architect instructions concerning the release of data to the requesting party before the data is released. The Architect agrees to defend, indemnify, and hold the Owner, its officials, officers, agents, employees, and volunteers harmless from any claims resulting from the Architect's officers', agents', partners', employees', volunteers', assignees', or subcontractors' unlawful disclosure and/or use of protected data. The terms of this paragraph shall survive the cancellation or termination of this Agreement.

§ 10.10 The Architect and all contractors and subcontractors employed shall comply with all applicable provisions of all federal, state, and municipal laws which prohibit discrimination in employment to members of a protected class and all rules and regulations promulgated and adopted thereto. The Architect will include a similar provision in all subcontracts entered into for the performance of this Agreement.

## 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)

.2 Percentage Basis  
(Insert percentage value)

Eight Percent ( 8 ) % of the Cost of the Work, as calculated in accordance with Section 11.6.

.3 Other  
(Describe the method of compensation)

Compensation for services to be billed on a fixed percentage of 8% of Cost of Work.

\*If The City chooses to use USDA's Community Facilities Program and fund a portion of the project through that program, the Architect shall be reimbursed an additional 1% design fee, as calculated in accordance with Section 11.6, to cover costs associated with the additional labor required for administration of the project.

After receipt of bids, billings will be adjusted to reflect actual "Cost of Work". "Cost of Work" includes the development of the Bid Alternatives (whether accepted or not), as well as "Added Cost" Change Orders addressed during the construction phase and shall be billed at 8% of the accepted Bid (for all "Added Cost" itemized Alternatives) and Cost of Work (for Change Orders).

§ 11.2 For Supplemental Services identified in Section 4.1, the Owner shall compensate the Architect as follows: *(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)*

Compensation shall be based on the Architects current Hourly Rate Schedule – See Exhibit A. The scope of Supplemental Services will be negotiated at the time of request.

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

Compensation shall be based on the Architects current Hourly Rate Schedule – See Exhibit A. The scope of Supplemental Services will be negotiated at the time of request

§ 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.

Not Applicable

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

Schematic Design Phase	Twenty-Five	percent (	25	%)
Design Development Phase	Twenty	percent (	20	%)
Construction Documents Phase	Forty-Five	percent (	45	%)
Bidding & Negotiation / Construction Phase	Ten	percent (	10	%)
<b>Total Basic Compensation</b>	<b>one hundred</b>	<b>percent (</b>	<b>100</b>	<b>%)</b>

§ 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, if any, are set forth below. The rates shall be adjusted in accordance with the Architect’s and Architect’s consultants’ normal review practices. *(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

Exhibit A – 2020 Brunton Architects & Engineers Hourly Rates

**Employee or Category**

**Rate**

**§ 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 Expense of professional liability insurance dedicated exclusively to this Project or the expense of additional insurance coverage or limits requested by the Owner in excess of that normally maintained by the Architect and the Architect’s consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses; and
- .11 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. Max of \$3,000.00 of Reimbursable Expenses is anticipated. If it shall exceed that amount, it must be approved by the Owner with written notice from the Architect.

**§ 11.9 Payments to the Architect**

*(Paragraphs deleted)*

**§ 11.9.2 Progress Payments**

**§ 11.9.2.1** 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 Sixty ( 60 ) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

*(Insert rate of monthly or annual interest agreed upon.)*

Legal rate established by Minn. Stat. § 549.09.

**§ 11.9.2.2** 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.

**§ 11.9.2.3** Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be provided to the Owner with the Architect’s invoices.

**ARTICLE 12 SPECIAL TERMS AND CONDITIONS**

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

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

None.

**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 B104™–2017, Standard Abbreviated Form of Agreement Between Owner and Architect

*(Paragraphs deleted)*

.2 Exhibits:  
*(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits identified in Section 4.1.)*

Exhibit A – 2020 Brunton Architects & Engineers Hourly Rates

.3 Other documents:  
*(List other documents, if any, including additional scopes of service forming part of the Agreement.)*

None.

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

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

\_\_\_\_\_  
Margaret McCallum City Administrator  
*(Printed name and title)*

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

\_\_\_\_\_  
Corey Brunton President / CEO  
*(Printed name, title, and license number, if required)*

Init.

/

# **Additions and Deletions Report for** **AIA<sup>®</sup> Document B104<sup>™</sup> – 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 12:22:07 ET on 05/05/2020.

## **PAGE 1**

**AGREEMENT** made as of the Twenty-third day of December in the year Two Thousand Nineteen

...

City of Mayer  
400 Ash Ave N.  
Mayer, MN 55360

...

Brunton Architects & Engineers  
225 Belgrade Avenue  
North Mankato, MN 56003

...

City of Mayer  
Mayer Fire Station

The Owner and Architect agree as follows:~~follows:~~

This contract includes provisions for professional design services required to design a precast concrete Fire Station to be located in Mayer, Minnesota of approximately 12,560 square feet. The building design includes nine apparatus bays, three offices, hose tower, fitness room, training room, kitchen, restrooms, and a 1,700 sf storage mezzanine that also services to access the hose tower functions of the building.

Services under this contract include Architectural, Structural, Civil, Mechanical, and Electrical design services as indicated in this document.

## **PAGE 2**

Design of a new Fire Station for the City of Mayer, MN.

## **PAGE 3**

**§ 2.2** ~~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 11.8:~~

...

General Liability with policy limits of not less than Two Million Dollars and no cents (\$2,000,000.00) for each occurrence and Two Million Dollars and no cents (\$2,000,000.00) in the aggregate for bodily injury and property damage. The City must be named as an additional insured.

...

Policy limits of not less than One Million Dollars and no cents (\$1,000,000.00) per claim and One Million Dollars and no cents (\$1,000,000.00) in the aggregate for bodily injury and property damage along with any statutorily required coverage. This shall include coverage for owned, hired, and non-owned automobiles.

...

Statutory limits and Employers Liability with policy limits of not less than Five Hundred Thousand Dollars and no cents (\$500,000.00).

...

Professional liability covering negligent acts, errors and omissions in the performance of professional services with the policy limits of not less than Two Million Dollars and no cents (\$2,000,000.00).

PAGE 5

§ 3.4.2.2 The Architect ~~has the authority to~~ shall reject Work that does not conform to the Contract Documents unless otherwise approved in writing by the Owner and has the authority to require inspection or testing of the Work.

PAGE 6

Exhibit A rates are valid within eighteen (18) months of the date of this agreement.

...

§ 4.2.2 The Architect has included in Basic Services Twelve ( 12 ) visits to the site by the Architect during construction. The Architect shall conduct site visits in excess of that amount as an Additional Service.

...

§ 4.2.4 If the services covered by this Agreement have not been completed within twenty-four ( 24 ) 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 9

§ 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.~~ law. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

...

**§ 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 9.6. 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 duty to indemnify the Owner under this provision shall be limited to the available proceeds of insurance coverage.**

...

~~§ 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. 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.~~

~~§ 8.2.2~~ Mediation, 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. ~~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.~~

...

Litigation in a court of competent jurisdiction

PAGE 10

~~§ 8.3~~ Arbitration ~~The provisions of this Article 8 shall survive the termination of this Agreement.~~

~~§ 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 the Agreement.

~~§ 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.

...

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, ~~Reimbursable Expenses incurred, and all costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements, together with Reimbursable Expenses then due.~~

§ 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:

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

.1 — Termination Fee:

.2 — Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

...

§ 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, and construed in accordance with the laws of the State of Minnesota. In the event of litigation, the exclusive venue shall be in the District Court for the State of Minnesota for Carver County.

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**§ 10.9 The Architect must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to (1) all data provided by the City pursuant to this Agreement, and (2) all data created, collected, stored, used, maintained, or disseminated by the Architect pursuant to this Agreement. The Architect is subject to all of the provisions of the Minnesota Government Data Practices Act, including, but not limited to the civil remedies of Minnesota Statutes Section 13.08, as if it were a government entity. In the event the Architect receives a request to release data, the Architect must immediately notify the Owner. The Owner will give the Architect instructions concerning the release of data to the requesting party before the data is released. The Architect agrees to defend, indemnify, and hold the Owner, its officials, officers, agents, employees, and volunteers harmless from any claims resulting from the Architect's officers', agents', partners', employees', volunteers', assignees', or subcontractors' unlawful disclosure and/or use of protected data. The terms of this paragraph shall survive the cancellation or termination of this Agreement.**

**§ 10.10 The Architect and all contractors and subcontractors employed shall comply with all applicable provisions of all federal, state, and municipal laws which prohibit discrimination in employment to members of a protected class and all rules and regulations promulgated and adopted thereto. The Architect will include a similar provision in all subcontracts entered into for the performance of this Agreement.**

...  
Eight Percent ( 8 ) % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

...  
*(Describe the method of compensation)*

Compensation for services to be billed on a fixed percentage of 8% of Cost of Work.

\*If The City chooses to use USDA's Community Facilities Program and fund a portion of the project through that program, the Architect shall be reimbursed an additional 1% design fee, as calculated in accordance with Section 11.6, to cover costs associated with the additional labor required for administration of the project.

After receipt of bids, billings will be adjusted to reflect actual "Cost of Work". "Cost of Work" includes the development of the Bid Alternatives (whether accepted or not), as well as "Added Cost" Change Orders addressed during the construction phase and shall be billed at 8% of the accepted Bid (for all "Added Cost" itemized Alternatives) and Cost of Work (for Change Orders).

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Compensation shall be based on the Architects current Hourly Rate Schedule – See Exhibit A. The scope of Supplemental Services will be negotiated at the time of request.

...  
Compensation shall be based on the Architects current Hourly Rate Schedule – See Exhibit A. The scope of Supplemental Services will be negotiated at the time of request

**§ 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 (— %)~~, or as follows: Architect.

Not Applicable

...

<u>Schematic Design Phase</u>	<u>Twenty-Five</u>	percent (	<u>25</u>	%)
<u>Design Development Phase</u>	<u>Twenty</u>	percent (	<u>20</u>	%)
<u>Construction Documents Phase</u>	<u>Forty-Five</u>	percent (	<u>45</u>	%)
<u>Bidding &amp; Negotiation / Construction Phase</u>	<u>Ten</u>	percent (	<u>10</u>	%)

...

Exhibit A – 2020 Brunton Architects & Engineers Hourly Rates

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**§ 11.8.2** For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus ~~percent (— %)~~ of the expenses incurred consultants. Max of \$3,000.00 of Reimbursable Expenses is anticipated. If it shall exceed that amount, it must be approved by the Owner with written notice from the Architect.

...

**§ 11.9.1 Initial Payment**

An initial payment of ~~(\$ )~~ 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.

**§ 11.9.2.1** 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 Sixty ( 60 ) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

...

~~%~~ Legal rate established by Minn. Stat. § 549.09.

...

**§ 11.9.2.3** Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available provided to the Owner at mutually convenient times with the Architect's invoices.

...

None.  
**PAGE 14**

~~.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~~

.2 Exhibits:

...

Exhibit A – 2020 Brunton Architects & Engineers Hourly Rates

~~.4~~ .3 Other documents:

...

None.

...

Margaret McCallum City Administrator

Corey Brunton President / CEO



MANKATO  
225 BELGRADE AVE  
NORTH MANKATO, MN 56001

MINNETONKA  
5900 GREEN OAK DRIVE, STE 300A  
MINNETONKA, MN 55343

## EXHIBIT A- City of Mayer Fire Station

### BRUNTON ARCHITECTS & ENGINEERS 2020 HOURLY BILLING RATES

Senior Architect/Principal	\$194.00
Project Architect 2	\$142.00
Project Architect 1	\$131.00
Project Manager	\$132.00
Sr. Mechanical Engineer 2	\$168.00
Sr. Mechanical Engineer 1	\$157.00
Architectural Technician 2	\$115.00
Architectural Technician 1	\$105.00
Interior Designer	\$110.00
Mechanical Technician	\$105.00
Clerical	\$ 68.00
Mileage Charge	\$ 00.58 per mile
Consultants	1.0 times cost
Printing and Reproduction	1.0 times cost
Postage	1.0 times cost



PH: 507.386.7996 FAX: 507.386.7992

[bruntonarchitects.com](http://bruntonarchitects.com)



## Request for Council Action Memorandum

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Item: City of Mayer – Preparedness Plan

Meeting Date: May 26, 2020

Presented By: Margaret McCallum, City Administrator

### **Recommendations/Council Action/Motion Requested:**

To review and consider adopting a Preparedness Plan for reopening city operations.

### **Background:**

Executive Order 20-48 issued by Gov. Tim Walz on April 30, 2020, requires each business in operation during the peacetime emergency establish a COVID-19 Preparedness Plan.

A business's COVID-19 Preparedness Plan shall establish and explain the necessary policies, practices and conditions necessary to meet the Centers for Disease Control and Prevention (CDC) and Minnesota Department of Health (MDH) guidelines for COVID-19, federal Occupational Safety and Health Administration (OSHA) standards and Executive Order 20-48, related to worker and customer – if the business has customer-facing operations – exposure to COVID-19.

The plan should have the strong commitment of management and be developed and implemented with the participation of workers. The Minnesota Department of Labor and Industry (DLI), in consultation with MDH, has the authority to determine whether a plan is adequate.

The City of Mayer COVID-19 Preparedness Plan must include and describe how your business will implement at a minimum the following:

1. infection prevention measures;
2. prompt identification and isolation of sick persons;
3. engineering and administrative controls for social distancing;
4. customer controls and protections for drop-off, pick-up and delivery;
5. housekeeping, including cleaning, disinfecting and decontamination;
6. communications and training for managers and workers necessary to implement the plan; and
7. provision of management and supervision necessary to ensure effective ongoing implementation of the plan.

Due to the COVID-19 Pandemic, the City of Mayer has had to make adjustments to City services over the past months. City Hall has been closed and services provided over the phone, by email or by appointment.

The Community Center use and rentals have been suspended until further notice.

City Hall staff and public works staff have all remained working full time with social distancing measures in place.

City Council/Commission meetings have been held virtually via ZOOM.

Over the last couple weeks, staff has been working on a preparedness plan to phase reopening City Hall and essential services in all Departments. This has been done keeping in mind that continued precautions still need to be kept in place to protect both residents and staff.

As the City looks to reopen, staff will continuously monitor and check in with Carver County Public Health statistics indicate changes or rapid COVID-19 Spread.

The Fire Department has been doing meetings and trainings virtually via ZOOM when possible. Since hands-on training is vital to the Fire Department's preparation, they will be transitioning back to hands-on training while putting precautions in place. When possible, training will be conducted outside to ensure proper distancing. Training will also be done in small groups. Future meetings will be held in the bay of the station to allow for distancing of firefighters. The trucks will be placed outside of the station temporarily.

This plan is subject to change based on unpredictable circumstances.

**Attachments:**

City of Mayer Preparedness Plan.

Fire Department Training Plan.

## ***City of Mayer - Preparedness Plan***

The City of Mayer is committed to providing a safe and healthy workplace for all workers and customers. To ensure that, the City has developed the following COVID-19 Preparedness Plan in response to the COVID-19 pandemic. Managers and workers are responsible for implementing this plan. The goal is to mitigate the potential for transmission of COVID-19 in out workplaces and communities, and that requires full cooperation among our workers, management and customers. Only through this cooperative effort can we establish and maintain the safety and health of our workplaces.

Management and workers are responsible for implementing and complying with all aspects of this COVID-19 Preparedness Plan.

The City of Mayer employees are important assets. The City of Mayer is serious about health and safety and keeping employees working at the City. Worker involvement is essential in developing and implementing a successful COVID-19 Preparedness Plan.

The City of Mayer's COVID-19 Plan follows the Center of Disease Control and Prevention (CDC) and the Minnesota Department of Health (MDH) guidelines, Federal OSHA standards related to COVID-19 and Executive Order 20-48. It addresses the following:

- Hygiene and respiratory etiquette
- Engineering and administrative controls for social distancing
- Customer controls and protections for drop-off, pick-up and delivery
- Housekeeping, including cleaning, disinfecting and decontamination
- Prompt identification and isolation of sick persons
- Communications and training that will be provided to employees, and
- Management and supervision necessary to ensure effective implementation of the plan

## **Screening and procedures for employees exhibiting signs and symptoms of COVID-19**

Employees have been informed of and are encouraged to self-monitor for signs and symptoms of COVID-19. The following policies and procedures are being implemented to assess employees' health status prior to entering the workplace and for workers to report when they are sick or experiencing symptoms.

Symptoms include cough, shortness of breath, fever, chills, muscle pain, sore throat, new loss of taste or smell. Symptoms may appear 2-14 days after exposure.

Employees who are sick or experiencing symptoms while at home or at work will report their illness to the City Administrator. If at home, the employee will call to report their illness. If at work, the employee will report their illness to their supervisor as soon as possible to the City Administrator. Steps will be taken immediately to get the employee access to healthcare or safe travel home.

The City of Mayer has leave policies that promote staying home when they are sick, when a household member is sick, or when required by a health care provider to isolate or quarantine themselves or a member of their households.

The City provides employees with Paid Time Off, Long Term and Short Term Disability. Employees are also entitled to the Family Medical Leave Act (FMLA).

### **Handwashing**

Basic infection prevention measures are being implemented at our workplaces at all times. Workers are instructed to wash their hands for at least 20 seconds with soap and water frequently throughout the day, but especially at the beginning and end of their shift, prior to any mealtimes and after using the toilet.

All visitors to City Hall will be required to either wash their hands or use hand-sanitizer prior to conducting City business.

### **Respiratory Etiquette: Cover your cough or sneeze**

Workers and visitors are being instructed to cover their mouth and nose with their sleeve or a tissue when coughing or sneezing and to avoid touching their face, in particular their mouth, nose and eyes, with their hands. They should dispose of tissues in the trash and wash or sanitize their hands immediately afterward. Respiratory etiquette will be demonstrated on posters and supported by making tissues and trash receptacles available to all workers and visitors.

## **Social Distancing**

Social distancing will be implemented in the workplace through the following engineering and administrative controls.

City workers will maintain six feet of distance from one another while working in the workplace.

City workers will maintain six feet of distance from visitors and customers.

The Public Works Department Employees will maintain driving separate vehicles and working in separate locations when feasible.

Workers, visitors and customers are prohibited from gathering in groups.

In addition, workers, visitors and customers are prohibited from using the same personal protective equipment, phones, computer equipment, desks, workstations or other personal work tools and equipment.

## **Housekeeping**

Regular housekeeping practices are being implemented, including routine cleaning and disinfecting of work surfaces, equipment, tools and machinery, delivery vehicles and areas in the work environment, including restrooms, break rooms, meeting rooms and drop-off and pick-up locations.

Frequent cleaning and disinfecting will be conducted in high-touch areas, such as phones, keyboards, touch screens, controls, door handles, elevator panels, railings, copy machines, credit card readers, delivery equipment, etc.

Cleaning Services are currently provided by a cleaning service once a week (Thursday) at City Hall and as needed. Increased cleaning services is a possibility.

Staff will also clean as needed areas of high traffic.

## **Communications and Training**

This Preparedness Plan will be communicated by email and by mail to all workers and feedback and questions will be solicited. Necessary training will be provided.

Additional communication and training will be ongoing and provided to all workers who did not receive the initial training.

Instructions will be communicated to residents/customers about how to drop-off, pick-up items to ensure social distancing between the resident/customer and the City worker.

Residents will be highly encouraged to wear masks when dropping off/picking up.

The City Administrator will monitor how effective the program is being implemented through observation and feedback. The City Administrator and workers are to work through this new program and plan together and update training as necessary.

This COVID-19 Preparedness Plan has been certified by the City Council of the City of Mayer on this 26th day of May, 2020.

It will be updated as necessary.

---

Mike Dodge, Mayor

---

Margaret McCallum, City Administrator

## **Appendix A.**

### **PHASE I –**

*Current –*

City Hall Closed to the Public and “Appointment Only”. Hand sanitizer out for “Appointment Only” visitors.

Community Center closed and no reservations being taken.

Council and Commission meetings are conducted virtually via ZOOM or another software.

City Hall being full cleaned once a week by a cleaning company and cleaned as needed by staff in other high traffic areas.

Parks – Open with social distancing education signs posted.

Public Works Department – Focusing on essential tasks. Limiting in person/resident appointment. If needed, taking precautions with PPE and washing hands. Driving in separate vehicles. Working together only when necessary.

Social distancing with work spaces.

Fire Department – Focusing more on distance learning through online learning. Meetings via ZOOM.

### **PHASE II –**

*Effective - June 1, 2020 until end of pandemic or state and federal guidance changes.*

*Adjustments to Plan may be required from time to time.*

Council and Commission meetings will start to be in person in the City Council chambers with social distancing measures in place.

- Hand sanitizer station.
- Six feet distancing measures.

Staff will plan and implement public health and social distancing improvements in City buildings and vehicles.

City Hall will reopen front counter.

- Hand sanitizer station next to City Hall counter.

- Six feet distance markers.
- Social distancing of work stations.
- Hand washing signs in all bathrooms.
- Face coverings when two or more employees are in the same vehicle.
- Additional cleaning services for high traffic areas.

Concession stand will remain closed.

Public Works Appointments – Wear proper PPE into homes. Take Precautions with residents.

Community Center will reopen to groups of a certain size as recommended by the State of Minnesota.

Fire Department will continue to do virtual meetings/training if possible. Hand-on training will begin again with social distancing and proper precautions taken. Trainings will be done in smaller groups and outside. Meetings will be held in the bay of the station to ensure proper distancing.

### **PHASE III –**

*Effective – TBD*

*The City will assess additional changes based on if Carver County Public Health statistics indicate rapid COVID-19 spread in Carver County.*

**MAYER FIRE DEPT  
400 ASH AVE NORTH  
MAYER, MINN. 55360  
952-657-2227**



Our current plans for trainings and meetings will be as follows.

### **Trainings**

We will continue to do some online training however there is no replacement for hands-on training. We will start doing some hands-on training with the following precautions. When giving our initial instructions we will be pulling some trucks outside and meeting in the bay so we can distance ourselves. While training we will be breaking up in small groups and trying to keep distancing as much as possible.

### **Meetings**

Our future meetings we are planning to hold at the station. We will pull the trucks outside which will give us the room to practice social distancing during our meetings.

Chief 1

Andy Maetzold



**BOLTON  
& MENK**

Real People. Real Solutions.

1960 Premier Drive  
Mankato, MN 56001-5900

Ph: (507) 625-4171  
Fax: (507) 625-4177  
Bolton-Menk.com

May 20, 2020

City of Mayer  
Attn: Mrs. Margaret McCallum  
413 Bluejay Avenue  
Mayer, MN 55360

RE: Well and Water Treatment Plant Improvements – Authorization to Advertise

Dear Maggie:

Last October, the City authorized Bolton & Menk to prepare plans and specifications for a Well and Water Treatment Plant improvements project that included filter cell addition, replacement of high service pumps, replacement of the chlorination system and constructing a replacement supply well.

The plans and specifications are substantially completed, and we are requesting authorization to advertise and bid the project.

I will be available for the Council meeting on May 26<sup>th</sup> to answer questions. Please let me know if you have questions or need additional information before then.

Sincerely,  
**Bolton & Menk, Inc.**

**David Martini, P.E.**  
Principle Engineer